

# Brentwood of Palatine Condominium Association

## Crime-Free Lease Program Addendum

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 the unit \_\_\_\_\_ 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 elements, or any other person in the unit or on the common elements invited there in any way by Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Illinois Compiled Statutes).
- Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements invited there in any way by Tenant or a member of Tenant's household, shall **not engage in any act facilitate or that does facilitate criminal activity,** including drug-related criminal activity, on or near the said property.
- 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 elements, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest, or invitee, and regardless if the Tenant is at home during any such offense.
- Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location whether in, at, on, or near the property.**
- Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements invited there in any way by Tenant or a member of Tenant's household, **shall not engage in any illegal activity, including prostitution, the unlawful discharge of firearms on or near the dwelling unit or common elements, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious damage** as defined in the Illinois Compiled Statutes.
- Tenant, any member or Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements 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 above 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 that 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 Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Articles 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 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 Resident.

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

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

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

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

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

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

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