



Rules and Regulations

Persons occupying a Unit under an official approved Tenant Lease. Renters must abide by all Rules and Regulations stated within all related documents (Rules and Regulations, Declaration of Covenants, Conditions and Restrictions, the Bylaws, and other documents

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Introduction

The following are the Rules and Regulations of the Wyndham Club Condominium Association. All rules, regulations, restrictions, and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the Enforcement of Rules contained herein. To the extent and provisions of applicable law, the Declaration, Bylaws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the Bylaws and the Rules and Regulations, in that order. Owners and Residents, any member of the Resident's Unit or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near Wyndham Club Property.

These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests under Article 4, Section 4.4 of the Association's Declaration and Section 18 of the Illinois Condominium Property Act, as amended from time to time. Exceptions to the Rules may be made only in writing, signed by the Board of Directors (the Board) or its duly authorized agents following a written request by a Unit Owner.

THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS AND/OR THEIR RESIDENTS AND TENANTS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, BY-LAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USES OF THE UNITS. OWNERS ARE REQUIRED TO SUPPLY TENANTS WITH A COPY OF THE CURRENT RULES AND REGULATIONS.

IT IS RECOMMENDED THE RULES AND REGULATIONS BE REVIEWED REGULARLY.

Chapter 1 – Administration

1. **General:** The Wyndham Club Condominium Association is a non-for-profit organization consisting of 320 units located east of Baldwin Lane in Palatine, Illinois. The Association is located on private property. Trespassers will be prosecuted.
2. **Unit Owners:** Membership in the Association includes every person or entity who owns fee simple title in any unit; including contract sellers and any beneficiaries of trust holding legal title. Each owner has certain rights that are defined in the Declaration and the Bylaws.
3. **Renters:** Persons occupying a Unit under an official, approved Tenant
 - . Renters must abide by all Rules and Regulations stated within all related documents (Rules and Regulations, Declaration of Covenants, Conditions and Restrictions, the Bylaws, and other documents).
4. **Common Elements:** All physical areas of the Wyndham Club property that are not owned by individual units or persons. These areas include, but are not limited to: clubhouse, main office, parking areas, pet exercise areas, sidewalks, vehicle roads, pool and surrounding areas, fitness center, locker rooms, shower and bath facilities, grilling areas, lawn areas, hallways and stairwells within unit structures, cement stairs, steps and landings, and areas of landscape. All roofs, attic spaces, exterior storage and electrical/telecommunication closets are part of the common elements.
5. **Board of Directors:** The Board of Directors (the Board) is comprised of five (5) individuals that are elected by the Unit Owners. The Board administers the functions of the Association.
6. **Board Meetings:** The Board is required by law to meet four (4) times each year in order to conduct the Association's business. Notice of the exact date, location and time of each Board meeting is posted in advance on www.wyndhamclub.com. Additionally, this information can be obtained in person at the Front Office, located on the premises at 1215 Wyndham Drive, or by phone (847) 991-6161. Board meetings are open to every owner and all Unit Owners are encouraged to attend. If a Unit Owner wishes to observe a Board Meeting, they may attend at their discretion. If a Unit Owner wishes to formally address the Board, they are asked to contact the Main Office within 24 hours of the scheduled Board Meeting, in order to be placed on the Agenda.
7. **Annual Owners Meeting:** Each January, the members of the Association meet to elect members to fill the open positions on the Board. Notices are sent to all Unit Owners thirty (30) days prior to the Annual Meeting.
 - A. The voting for the annual election will no longer have proxies mailed. Ballots will be mailed in a return addressed envelope. There will be a deadline when the ballots will need to be returned by. The returned ballots will be opened at the annual meeting. Nominations from the floor will not be allowed.
8. **Management Company:** The Board may retain the services of a professional management agent to execute all matters and to enforce all policies as established by the Board. All inquiries regarding assessments should be directed to the management company.
9. **Legal Counsel:** The Board retains the service of legal representation for all business matters.
10. **Assessments:** In order to fund the services which are provided by the Association, a monthly assessment is required to be paid by each Unit Owner. The monetary assessment amount and the payment schedule are determined by the Board.
11. **Unit Information:** Every Unit Owner is required to provide contact information upon request. It is also the responsibility of each owner to notify the Association and the Front Office if any information changes. In the event an owner fails to cooperate in providing this information, either by failing to provide the information or by providing partial or fraudulent information, the Association may find the owner in violation of these Rules. Any fines, costs, attorney fees or other legal charges incurred by the Association in order to obtain the correct information may be assessed to that Unit Owner as a common expense.

Chapter 1 – Administration Continued

12. **Privacy Policy:** All personal information submitted to Wyndham Club Condominium Association is used for records and direct communication purposes only. Wyndham Club Condominiums will not knowingly supply any personal information to a third party without express owner and/or resident consent, or unless requested by Federal, State, County or Local authorities.
13. **Board Hearings:** The Board may hear resident and owner grievances at its sole discretion.

Chapter 2 – Architectural Codes

1. **General:** All alterations to the interior of a unit must receive prior written approval from the Board. No work may begin until approval has been granted.
2. **Administrative Procedure:** Owners seeking approval must submit their request in writing and include a completed “Architectural Change Application” (Exhibit B). This request should be forwarded to the Board and to the Management Company. If the request is routine and complies with the Architectural Standards, the application will be approved by the Management Company. The owner will be notified of the approval. If the request is not routine, the application will be considered by the Board at its next scheduled meeting. Owners are advised to plan ahead. The application process may take several weeks, possibly several months, if the request is complex.
3. **Enforcement:** The Management Company will serve notice to any owner that is not in compliance with the Architectural Standards. This includes failure to obtain written permission prior to any work. The Board has the authority to remove or correct any violation that has not been remedied after a period of time as determined by the Board. Any cost for correcting the violation will be charged to the owner.
4. **Building Permits:** Depending on the nature of the modification, building permits may be required by the Village of Palatine. Owners are responsible for obtaining the proper permits.
5. **Refuse Disposal:** Any owner with plans to renovate/remodel their unit must obtain a refuse receptacle for the duration of the approved unit renovation. All refuse and construction debris must be deposited into this receptacle in order to avoid over-filling the garbage receptacles on the property. The receptacle rented by the owner during construction must be collected and removed from the property on the last day of renovation work. Owners who do not obtain the proper disposal receptacle will be fined accordingly.
Please contact the Front Office with regards to limitations on size of receptacle and placement for the duration of the project. Please see Chapter 11 for large item disposal.

Chapter 3 – Architectural Standards

1. **Air Conditioners:** Window air conditioners are not permitted. Window fans are allowed.
2. **Window & Door Awnings:** No awnings are permitted.
3. **Unit Doors** (Main doors to individual Condominium and Townhome Units): All **Condominium** doors are to be of the 6-panel decorative type and must be dark ~~taupe~~ sage green in color to match all other unit doors. For further clarification, a Unit Owner may collect a paint chip off their Unit door and take it to a local home improvement store in order to precisely match the color. All condominium doors must have an eye-hole (with fish eye lens) and an exterior door knocker with the address number legibly engraved. Doors may be constructed of metal or wood with metal facing. Brass door knockers, name plates and kick plates are permitted and must be of the type approved by the Board.

All **Townhome** doors are to be of the 6-panel decorative type and must be white in color to match all other Townhome doors. Doors may be constructed of metal or wood with metal facing. **Screen and Storm Doors:** ~~are to be of the cross-buck type and must be black in color to match all other screen and/or storm doors.~~ Approved storm and screen door styles are cross-buck or single-paned doors. Approved colors are black (to match existing doors) or white. Storm doors must have a full view window and be **white** in color. Doors that are not white as of August 30, 2007 will be grandfathered in.
4. **Fencing:** No fencing is permitted other than the privacy fences and fences surrounding the tennis and basketball courts which are maintained by the Association.
5. **Flower Pots & Planters:** Flower pots and planters are permitted on Townhome patios only. Hanging flower baskets are not allowed anywhere on the premises. No flower boxes or flower pots are to be attached in any manner to the Town home exterior railings.
6. **Gardens** (Flower and Vegetable): Flower and/or vegetable gardens are not allowed on any grounds. Owners and/or residents may plant flowers and/or vegetables in containers on their patios.
7. **Outdoor Grills:** Gas (propane only) or charcoal grills are permitted. Grills may not be connected with the natural gas supply line(s) of the unit(s) and must comply with the following guidelines. (**Adopted 11/14/17**)
 - A. Charcoal grills are not to be used or stored on porches, patios, balconies or decks in the Association.
 - B. Stationary charcoal grills (affixed to post in the ground) are only permitted when permanently installed in designated areas on the ground level and they are no less than twenty-five (25) feet from the nearest building or structure.
 - C. All other grills are not to be stored until they have been sufficiently cooled so as to prevent any damage.
 - D. Propane grills shall be operated at least five (5) feet vertically and horizontally away from the nearest building or structure.
 - E. Repairs for any damage to the Common Elements or Limited Common Elements as a result of the use, direct heat or indirect heat from a grill will be assessed back to the unit owner.
 - F. Violation of these rules will result in the levying of fines pursuant to the Association's governing documents for the Association and within the discretion of the Board of Directors.
8. **Patio Use:** Only plants, patio furniture and grills are allowed on the patios. Permanent carpeting is not permitted. The cement patios may not be painted. Additionally, the patio façade elements (fascia, siding or railing and railing spindles) may not be painted with any other colors than approved by the Association.
9. **Flags:** Only United States, Military and State flags are permitted on the property. Residents are to adhere to the State Rules and Regulations for display of flags. Please contact the Front Office for a copy of these provisions.
10. **Water Hoses:** The use of water hoses is not allowed at any time.
11. **Water Faucets/Sprinklers:** The use of water faucets and sprinklers is not allowed at any time.

12. **Landscaping:** Installation of landscaping by residents or owners is prohibited.
13. **Lights:** Outdoor lights and spotlights are not permitted.
14. **Satellite Dishes:** Management has a pre-existing contract with a company approved by the Board. Please contact the Front Office for the company contact and procedural information. Any individual satellites installed by an Owner or Renter will be removed at the owner's expense.
15. **Signs:**
- A. Advertising signs for business or commercial activities are prohibited everywhere on the Property.
 - B. ~~For Sale/For Rent signs may be displayed ONLY from the interior of the Owner's windows.~~ For Sale or For Rent signs are not permitted.
 - C. Open House signs are permitted to be displayed by the owners, limited to one (1) sign, regardless of how many units they have for sale. These signs may not be displayed on the public right-of-way or other property than Association premises. A violation of this provision may result in enforcement of penalties by the Village of Palatine of Cook County. Open House signs are permitted between the hours of 9:00 AM and 5:00 PM on Saturday and Sunday ONLY. Signs may not be displayed prior to or subsequent to the specified time line above. Directional signs for open houses and similar events shall not be posted any earlier than the morning of such open house or similar event and must be removed no later than one (1) hour after the time for the event.
 - D. Signs must conform to the following specifications:
 - 1. All signs must be professionally printed.
 - 2. No sign may be installed to obstruct the line of sight, access to any portion of the Property, or create a hazard to pedestrian or automobile traffic.
 - 3. No sign may exceed six (6) feet in area, nor exceed five (5) feet in height.
 - 4. No sign may be posted on or in any building or any portion of the Common Elements, other than staked in the sodded areas. Care must be taken when installing or removing any sign to minimize damage to the Property.
16. **Sports Equipment:** All Sporting equipment, such as volleyball nets and poles, may not be erected or used in any Common Element.
17. **Structural Modifications:** Nothing may be done which will impair the structural integrity of any building or which would structurally alter the building units.
18. **Structures:** No gazebos, overhead structures or screened-in structures are permitted.
19. **Swing Sets:** Swing sets and related gym sets are not permitted.
20. **Toys:** All children's toys should be removed from the Common Elements when not in use. Toys left in the Common Elements overnight will be removed by Management. Toys may not be stored on the patios overnight.
21. **Decorations:** Seasonal decorations or lighting may be installed forty-five (45) days prior to recognize holidays as determined by the Board. Decorations should be removed within one (1) month after the holiday. Window decorations may be installed on the interior side of the window only. Townhome residents may install decorative electrical lights along the railing of their own Unit's patio. Hardware to hang such lights may not be used. Additionally, electrical power to sustain these lights may be provided only from the specific unit's power source(s). Common Element electrical receptacles may not be used.
22. **Firewood:** Firewood may not be stored outside of the units. Patios may not be used for firewood storage.
23. **Ornaments:** Lawn ornaments and related decorations are not permitted.

Chapter 3 – Architectural Standards Continued

24. **Storage:** No Common Element may be used for personal storage. Per Village of Palatine Fire Code Ordinance, hallways (including stairwells) are to be free of all objects; including, but not limited to: bicycles, baby strollers, grocery carts and baby carriers. Personal effects located unattended within Common Elements will be removed by the Management (Wyndham Club Bylaws Article 7 Section 7.1h).
25. **Plumbing:** The waste water mains (sewage and storm) for each stand-alone building are flushed by the Management. If Units experience back-ups associated with non-conventional waste blockage in the system or blockages occurring outside normal maintenance schedules, the Owners of the affected Units will be responsible for the flushing expenses. **Any plumbing work which requires a water main shut-off must be arranged through the Front Office and must be completed by qualified, insured personnel.**
26. **Electrical:** Any electrical work that requires an electrical main shut-off must be arranged through the Front Office, and must be completed by qualified, insured personnel.
27. **Contractors:** All Board approved contract work must be scheduled with the Front Office. All work is to be completed during the hours of 8:00AM and 8:00PM.
28. **Renovation/Remodeling Work:** Any type of remodeling/renovating work performed within the Unit must be completed Monday-Saturday from 8:00AM and 8:00PM and Sunday 12:00PM-4:00PM.
29. **Restricted Access*:** Access to the following areas is unlawful and prohibited to any resident or owner.
- A). Attic space
 - B). Exterior roofs
 - C). Electrical and Telecommunication closets
 - D). Exterior windows and/or all structure facades via ladder

* Does not apply to authorized service personnel. Authorized personnel is restricted to licensed, bonded and insured contract workers who have properly registered with front office *before* access is obtained and work is initiated.

Owners and Residents are responsible for clean-up of Common Elements soiled by debris from delivery or installations of fixtures, appliances, carpet, drywall, etc.

Chapter 4 – Assessment Policy

1. **General:** The Association is funded by monthly assessments that are required to be paid by each Unit Owner. Assessments are paid in twelve (12) monthly payments throughout the calendar year.
2. **Due Date:** The monthly assessment fees are due on the first day of each month.
3. **Delinquent Accounts:** If payment is not received by the 15th of the month, the owner will be notified in writing by the Management Office of the delinquent assessment, and there will be a \$50 late charge assessed to the account. The letter will notify the Unit Owner that full payment (including the late charges) must be made within 10 days. Additional late charges will accrue for each month the said payment or any part of it is in arrears. If the delinquent account is two months past due, the account will be forwarded over to the Association's attorney for collection action. Attorney's fees and any court costs will be added to the delinquency. Any charges for which an owner is responsible (e.g., for services rendered or for damages repaired) must be paid when billed or they will be treated in the same manner as an assessment delinquency (i.e., a service charge will be added, a warning letter sent, attorney action, etc., as necessary).
Sample of Timeline for Delinquency Action (Example of a May assessment not paid on time) May 1st, the May assessment is due. If not paid by May 15th, May 16th a \$50 late charge is added to account for May. A statement is sent for the May assessment and late fee due. June 1st the June assessment is due, plus May's assessment and late fee. If by June 15th no payment is received, June 16th a \$50 late charge added to account for June's assessment. A statement is sent for to include May's assessment, May's late fee, June's assessment, and June's late fee. If no payment is received, the account is sent to an attorney for collection and/or lien process.
4. **Violations:** Fines legally assessed for violations of the Declarations, Bylaws or the Rules and Regulations are considered part of the Unit Owner's assessment. Any fines that are not paid within the time frame outlined above shall be subject to Delinquency Action (outlined above).
5. **Special Assessments:** From time to time, the Association may levy special assessments. All of the above requirements also apply to special assessments.
6. **Privileges:** All Association privileges are automatically revoked if the Unit Owner's account has an unpaid balance or if repeat and uncorrected violation to the Rules and Regulations, Declarations, or Bylaws is documented. The right to vote in Board elections or run for the Board of Directors is included in the Association privileges which will be revoked.

Chapter 5 – Clubhouse Rules

General: The Wyndham Club Condominium Association Clubhouse is available to all Unit Owners and Renters by rental agreement. The Clubhouse Rental Disclosure Form (Exhibit H) must be completed, signed and dated and submitted to the Front Office before rental. The deposit is the same amount as the rental fee for the clubhouse.

Wyndham Clubhouse Rules

1. The security deposit and rental fee is dependent on the hours of rental. The security deposit and rental fee is as follows:

One to four (1-4) hours: \$75
Five to eight (5-8) hours: \$125
Nine to twelve (9-12) hours: \$175

The deposit will be returned after the facility has been checked, returned to its original state and approved by Management.

2. No alcohol is allowed in ANY part of the facility.
3. No smoking inside the facilities.
4. No one from the event is allowed to use the exercise facility. The outdoor and indoor pool is NOT accessible OR permitted for event use.
5. Garbage must be bagged and disposed of in the receptacle area behind the outdoor pool.
6. Owners and Renters take full responsibility for themselves and all guests' actions for the duration of the event.

Chapter 6 – Pool Rules

Outdoor Pool Open Hours (Memorial Day through Labor Day):

Monday - Thursday: 12:00 Noon – 8:00 PM

Friday: 12:00 Noon – 9:00 PM

Saturday - Sunday: 9:00 AM – 9:00 PM

Indoor Pool Open Hours:

Daily 5:00 AM – 10:00 PM

1. Admission to the pool is refused to all persons having any contagious disease, infection condition, or any other condition that has the appearance of being infectious. Persons with excessive sunburn, unhealed abrasions, bandages, or other bandages of any kind are not permitted. A person under the influence of alcohol, drugs or exhibiting erratic behavior shall not be permitted in the pool area.
2. No food, alcoholic beverages, gum, or chewing tobacco will be allowed in the pool area. Smoking is allowed only in designated areas.
3. No littering.
4. Everyone must take a shower with soap and warm water before entering or re-entering the pool area.
5. The pool management or pool crew shall have the authority to adopt a rule that would require swimmers with long hair to wear bathing caps.
6. Personal conduct within all pool facilities must be such that the safety of self and others is not jeopardized. No running, boisterous or rough play is permitted. A person under the influence of alcohol or exhibiting erratic behavior will not be permitted.
7. Persons in street attire are not permitted in any pool facility, except management and pool crew.
8. Spitting, spewing of water, blowing the nose or otherwise introducing of contaminants into the pool is prohibited.
9. Glass, soap, lotion, or other materials that might create hazardous conditions or interfere with efficient operation of any pool facility is prohibited in the swimming pool(s) or on the pool decks.
10. All apparel worn in the pool must be proper swimming attire and will be clean. Those residents and guests with small children will have them in proper attire. Diapers are prohibited in pool. Management and pool crew reserves the right to determine adequate swimming attire.
11. Diving is prohibited.
12. No lifeguard on duty. No person may enter the pool area alone or swim alone, especially when attendants are away.
13. Children under the age of 16 must be accompanied by an adult.
14. Owners and Renters will take full responsibility of themselves and their actions as well as for their guests for the duration of their stay in the pool area.
15. Guests of residents must be accompanied by their resident and residents must remain with their guests for the duration of their stay at the pool area.
16. Admittance to pool is prohibited during inclement weather and any weather deemed inappropriate for swimming by Management and pool crew.
17. No pets are permitted on the deck area, in the pool, or tied up in the surrounding areas.
18. Closing Procedure: The pools may be closed at any time and without notice, by the discretion of the front office and staff. Specific reasoning for closings (for example inclement weather) may or may not be disclosed.

Chapter 7 – Fitness Center Rules

Open Daily 5:00 AM – 10:00 PM

1. Proper attire is required. Clothing permitted includes sweatpants, track pants, and shorts. Items with zippers and cut-offs are NOT permitted. Shirt, pants and running or gym shoes must be worn at all times.
2. All guests and equipment users must be 18 years of age or older.
3. Be courteous to others.
4. Swearing, yelling or inappropriate behavior will not be tolerated.
5. Return equipment to racks after use.
6. Wipe off equipment after use.
7. Do not drop the weights onto the racks or onto the floor.
8. Use extreme caution when handling all equipment.
9. Limit the cardiovascular machines to thirty (30) minutes when others are waiting.
10. Opening of windows is prohibited. Facility has climate control equipment.

Chapter 8 – Parking Permits Permanent Stickers

1. All current residents (as of April 1, 2004) must appear at the office and apply in person. New residents are allowed a thirty (30) day grace period to obtain a permit. New residents must show proof of residency with closing documentation or a copy of a signed and dated lease. New residents must show proof of residency with closing documentation or a copy of a signed and dated lease. New residents/owners will get access to electronic fobs for purposes of amenity access at the complex. These must be returned prior to relocating out of complex or sale of a unit or there is a \$25 per device charge.
2. Resident stickers are required on resident vehicles at all times - 24x7.
3. Vehicle parking permits will be issued on each even-numbered year (e.g. 2004, 2006, 2008) or on a schedule per the Board's discretion.
4. Limitations: ~~A maximum of four (4) permits per Unit may be issued.~~ A Minimum of 2 resident stickers will be made available, with additional stickers provided based on additional drivers/vehicles. Lost / Replacement resident stickers will be made available at a cost of \$25/each.
5. If a permit is issued after the 30-day grace period, or after an extension has been granted, a \$30.00 per vehicle convenience fee will be assessed to the owner and/or renter.
6. Proof of residence, Vehicle Registration and current Driver's License must be presented at the time of application. **CARS MUST BE REGISTERED TO YOUR WYNDHAM ADDRESS, UNLESS THERE IS BOARD APPROVAL. DRIVERS LICENSE MUST HAVE THE WYNDHAM ADDRESS, UNLESS BOARD APPROVAL.**
7. All owners and renters must have a separate vehicle sticker for each vehicle they own.
8. Motorcycles are exempt from the requirement of parking permit display placement. **However, each motorcycle must be registered at the Front Office.**
9. Owners and renters will be assigned a numbered, static-style sticker. The permit is to be placed on the driver's side rear window. If the vehicle has rear tinted windows where the sticker would not be visible, please place the sticker in the driver's side front window.
10. Parking permits are non-transferable without written documentation recorded by the Front Office.
11. Any change in make/model/color/year of vehicle must be reported to the Front Office in order for records to be updated properly.
12. **Important Notice:** All renters must submit a copy of their current lease and registration of lease must be in good standing in order to obtain a permanent parking permit (as per the Declaration 6-83B (9) 7.1 (M) Persons not included on the lease will not be permitted to have a parking sticker and will be subject to towing at the owner's expense. Leases not previously registered will need to complete full lease registration process before getting new parking stickers/permits.
13. **Guest Permit:** Each Unit will be assigned two guest parking permit to be hung on the rear view mirror. These guest permits are for overnight guest. Any overnight guest with no guest passes will be towed at the expense of the owner of the vehicle. Guest Parking permits are issued to the unit and not the resident. 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 and new resident is responsible to acquire the pass from the existing owner, prior to parking at the complex. Failure to return or transfer Guest Passes prior to any sale/transfer of ownership shall result in a \$50.00 fine assessed to the selling Unit Owner for each pass, prior to closing, a minimum charge for 2 passes at \$100.00. Lost or stolen guest passes must be reported to the front office. \$35.00 (each pass) to obtain a new guest pass. These guest pass permits are required for those parked between 9PM - 7AM, 7 days a week.

Chapter 8 – Parking Permits Permanent Stickers Continued

14. **Short Term/Temporary Stickers:** Renters that do not provide or have a copy of their current lease when submitting their application: a thirty (30) day Temporary Sticker will be released. After thirty (30) days, if compliance is not completed, a resident violation letter will be released. Mandatory appearance by the Owner and the Renter will be required before a permanent parking permit is issued. A \$30.00 fine per vehicle will be required. Visitor(s) of a resident who park their car(s) for longer than three (3) consecutive days on Wyndham Club property must register their vehicle with the Front Office, during normal business hours. Please request visitor passes in person, at the Front Office during normal business hours. Valid temporary stickers will not exceed 14 days.
15. **Summary:** Wyndham Club is private property. All violators of this policy risk the consequence of having their vehicle towed from the grounds and/or fines assessed, at the automobile owner's expense if the above regulations are not followed.
16. **Local Ordinance Compliance:** Additionally, if you are a permanent resident (owner or renter) of Wyndham Club, your vehicle must be registered with the Village of Palatine. Please visit: www.palatine.il.us/finance/stickers.htm or phone 847-358-7500 for more information.

Chapter 9 – Vehicle Restrictions

1. **Permitted Vehicles:** Only operating motor vehicles and motorcycles are allowed, provided that they are less than 8,000 pounds gross vehicle weight and are properly licensed and registered with a Class B designation or less.
2. **Prohibited Vehicles:** Dump trucks, semi-trucks, garbage trucks, recreational vehicles, abandoned or inoperable vehicles, boats, trailers, campers, jet skis, snow mobiles, all-terrain vehicles (ATVs) and any vehicle that does not meet the definition of a Permitted Vehicles are all prohibited from parking or operating on the property at all times. Exception: “Special Situations.” See item 4 below. Prohibited vehicles are subject to removal by tow at the owner’s expense. Additional prohibited vehicles include: motorized scooters, mini-bikes, go-carts or similar non-licensable self-propelled vehicles. Storage of these types of vehicles is prohibited within all units and on the Common Elements.
3. **Registration:** All vehicles must have current license plates and registration to your Wyndham address.
4. **Special Situations:** Prohibited vehicles may park on the property only if the vehicle is not registered to a Renter or Unit Owner and the purpose is either for making a delivery or rendering a service (e.g. plumber, moving van, etc.). No trailers of any kind will be registered.
5. **Landscaping:** Operation or parking of any vehicle is prohibited on the lawns or landscaped areas at all times.
6. **Overnight Parking:** No vehicles may park overnight in the roadways.
7. **Road Side Signage:** All vehicle signs (stop signs, warnings, parking zones, speed limits, etc.) are enforced by the community, as well as by State and Local officials.

Chapter 10 – Enforcement of Rules

1. **Declaration Provisions:** The Association or Management agent shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, Bylaws and Rules & Regulations. Failure to enforce any Covenant, Restriction, Bylaw or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. **Fine System:** A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine not to exceed \$1000.00 per violation and revocation of privileges until the fine is paid and the violation corrected.

1st Offense warning letter and 7 days to correct

2nd Repeat / Uncorrected Offense Minimum \$50.00 fine and 7 days to correct

3rd Repeat / Uncorrected Offense Minimum \$100.00 fine and 7 days to correct

Subsequent / Uncorrected Offenses Fine not to exceed \$1000.00 plus legal action

The right to modify such fines, penalties and charges shall be at the discretion of the Board. Any offense not corrected within the required time frame will be considered an uncorrected offense and will be handled accordingly.

3. **Procedural Rules:** If an owner violates or is otherwise liable for a violation of any of the provisions of the Declarations, Bylaws and/or Rules & Regulations of the Association, the following shall occur:

A. All complaints that allege a violation has occurred must be in writing and must contain the information as requested on the "Witness Complaint Form" (Exhibit C).

B. Unit Owner shall receive a "Notice of Violation" (Exhibit D). This notice will be sent via both First Class and Registered Mail, return receipt requested, and may be issued by the Management Agent or by the Association's Attorney.

C. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Association requesting a Hearing with the Board. The protest must be in writing and it must be received by the Association within fourteen (14) days after the date stated on the "Notice of Violation."

D. Should no protest be filed within this time frame, the owner waives their right to a Hearing with the Board of Directors and the allegations of the "Notice of Violation" shall be considered true and taken as if confessed.

E. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors no later than four (4) weeks after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via both First Class and Registered Mail, return receipt requested.

F. At the Hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. Notification of the determination will be mailed to the Owner on a "Notice of Determination" (Exhibit E). The decision of the Board shall be final and binding on the Unit Owner.

G. Payment of any fines assessed under this policy shall not become due until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

H. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner.

I. Owners are responsible for violations and fines caused by their tenants, relatives and guests.

4. **Payment of Fines:** Any Owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the

Owner to all of the legal or equitable remedies necessary for the collection of same, including Forcible Entry and Detainer (Eviction).

Chapter 10 – Enforcement of Rules continued

5. **Repeat Offenses:** Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer or Lien Foreclosure. All attorney's fees and costs incurred will be charged back to the Owner's account.
6. **Additional Demands:** Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and Bylaws and / or Rules & Regulations of the Association.
7. **Additional Action:** The remedies in this policy are not exclusive and the Board may, in addition, take any action provided in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules & Regulations of the Association.
8. **Declarations and Bylaws:** Rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules & Regulations and are subject to the enforcement in accordance with this policy.

Chapter 11 – Refuse & Recycling Collection

1. **General:** Garbage collection and recycling is instructed through the Village of Palatine.
2. **Responsibility:** Each Owner and Renter shall comply with the requirements of the Scavenger and Refuse program.
3. **Containers:** All refuse material must be placed in sealed plastic bags or other closed disposable containers so that it cannot be carried by the weather or animals. Open boxes, open bags or open containers of any kind shall not be used. All refuse material shall be disposed of properly by use of the refuse receptacles located throughout the property.
4. **Unconventional Disposal:** Large items that are not considered conventional disposal material include, but are not limited to: large appliances, plumbing fixtures, carpeting, furniture, flooring, wall board, etc. Residents are responsible for disposing of such items and may contact the Front Office for information regarding companies which will pick up large items.
5. **Recycling:** Recyclable material (i.e. glass by color, plastic by type, aluminum, fibrous materials such as corrugated, newspaper, office paper and magazines) is to be placed in the appropriate containers along-side of the refuse receptacles.
6. **Prohibited Material:** Tires, hazardous chemicals and combustible materials may not be deposited into the refuse receptacles or recycling receptacles.
7. **Storage:** Refuse and recycling material may not be stored in any Common Element other than the designated receptacle containers provided.
8. **Littering:** Owners will be fined for the littering actions of themselves, their renters and all guests.
9. **Disposal of Renovation Refuse:** Any owner with plans to renovate their unit must obtain a refuse receptacle for the duration of the approved unit renovation. All refuse and construction debris must be deposited into this receptacle in order to avoid over-filling the refuse receptacles on the property. The receptacle rented by the owner during construction must be collected and removed from the property on the last day of renovation work. **Please contact the Front Office with regards to limitations on size of receptacle and placement for the duration of the project.**

Chapter 12 – Insurance

1. **General:** The Association maintains insurance covering the Common Elements, the Board of Directors, and certain contractors and agents. The Association provides the following coverages:

A. Comprehensive General Liability Coverage B. Directors and Officers Liability Coverage C. Workers Compensation Coverage D. Fidelity Coverage

2. **Owners Insurance:** It is recommended that each Owner contact their own agent or broker to determine what coverage is appropriate for them. The agent should be provided with a copy of the Declaration and these Rules & Regulations which explains the areas covered by the Association. The agent can then recommend a policy that best suits each Owner's needs.

3. **Proof of Insurance:** It is the responsibility of each Owner to carry proper coverage on their dwelling and contents. Upon request, each Owner is required to provide the Association with written proof of insurance coverage for their Unit(s). A Certificate of Insurance is required and shall be produced within thirty (30) days of a written request for this information. In the event the coverage is not adequate or is not provided, the Association reserves the right to purchase the appropriate coverage and assess all costs and expenses for obtaining said coverage to the Owner as a special assessment.

Chapter 13 – Limitations, Use and Occupancy

1. **Commercial Activities:** No industry, trade or occupation or profession of any kind is permitted in any Unit without the written consent of the Association.
2. **Yard Sales:** Yard Sales are not permitted.
3. **Vehicle Washing:** Car washing is not permitted. Dry car waxing by hand is permitted.
4. **Laundry:** No clothes, sheets, blankets, laundry or articles of any kind shall be hung out of windows or exposed in any way on any portion of the Common Elements.
5. **Noise:** Operation of vacuum cleaners should be done only between 8:00 AM and 10:00 PM in deference to one's neighbors. Radios, stereos and televisions must be turned low before 8:00 AM and after 10:00 PM. Musical instruments are not to be played before 8:00 AM or after 10:00 PM. Volume levels must at all times be such that these devices are not readily heard outside of one's own Unit. Social activities must be muted after 10:00 PM. No noxious or offensive activity will be permitted on any area of the Common Elements. Nothing shall be done either willfully or negligently which may become an annoyance or a nuisance to any Owner, Resident, Renter or Guest.
6. **Pets:** Only dogs, cats or other household pets may be raised, bred, or kept in any Unit. No Owner shall have more than two (2) dogs or two (2) cats. All owned dogs and cats must be registered with the Front Office (Exhibit A). It is also recommended that pet owners register their cat(s) and/or dog(s) with the Village of Palatine.
 - A. **Types:** Only cats, dogs, birds and other animals considered household pets are permitted provided they are not maintained for any commercial purposes. Prohibited animals include livestock, cattle, poultry, swine, poisonous reptiles, poisonous arachnids (Tarantulas), Vietnamese pot-bellied pigs and any other breed or species that the Board, within its sound discretion, determines may be a threat to the health, safety and welfare of the community.
 - B. **Defecation:** Pet owners are responsible for cleaning up after their own pets and all defecation must be picked up immediately. See Section 5-6-12 of the Village Ordinance.
 - C. **Leashes:** When outdoors, pets must be accompanied by their owner and under direct control at all times. All animals must be on a leash that is not more than six (6) feet long. Retractable leashes that allow more than a 6-foot lead are not permitted. Animals may not be tied outdoors or on dog runs. See Section 5-6-1 of the Village Ordinance.
 - D. **Removal:** Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon ten (10) days written notice. See Section 5-6-9 of the Village Ordinance. Any pet that attacks a person or another animal and a police report is filed, that pet will not be allowed on the property.
7. **Occupancy:** Per Federal and State Laws, occupancy is restricted to the capacity of two (2) persons per bedroom.
8. **Residential Use Only:** No part of the property shall be used for anything other than housing, parking and related common purposes for which the property was designed.
9. **Snowmobiles and All-Terrain Vehicles (ATVs):** Snowmobiles and all-terrain vehicles are prohibited from being parked, stored or operated on the property at any time.
10. **Solicitation:** No soliciting is permitted on the property.

Chapter 13 – Limitations, Use and Occupancy Continued

11. **Vehicle Maintenance:** Light or minimally invasive vehicle repairs such as tire repair, headlamp replacement, battery starts and replacement, etc. may only be performed in the parking lots. Residents are restricted to repairing only their own vehicles. The Owner will be responsible for any damage caused by oil, gasoline or other fluid spills. ~~Jacked automobiles may not be left unattended at any time. Additionally, vehicles may not be raised from their suspension overnight.~~ Major vehicle repairs are prohibited from being done on the property; this includes changing fluids, having vehicles on jacks, etc. This will be at the discretion of the Board of Directors and/or the Property Manager. Mechanical and other major repairs are prohibited. Cosmetic repairs (including vehicle painting / repainting / detailing) are prohibited.
12. **Security Doors:** In order to comply with Palatine Fire Department ordinances, all building entry/fire doors must remain closed at all times. All Common entryways including underneath stairwells are to be clear of obstructions at all times. Any fines assessed to Wyndham Club Association due to violations will be assessed in equally divided portions to each Unit Owner of the building in violation.
13. **General Security:**
 - A. If any suspicious activities or persons are observed, notify the police and Front Office immediately. If the police are contacted, residents are urged to file a police report.
 - B. Write down any license plate numbers and vehicle information.
 - C. **Do not activate door buzzers to strangers or anyone without first identifying the person(s) seeking entrance into the building. Do not permit any stranger to follow you through the exterior entrance door.**
 - D. Exterior entrance doors should never be propped open.
 - E. Residents should always use their keys for entrance into the building. Never pull or force the door open. If there is a problem with the exterior entrance door, contact the Front Office.
14. **Windows:** Window slats that were installed by the Developer must be displayed at all times. Window screens must be installed in all windows at all times. Torn or damaged screens, including patio door screens (on the Townhomes), must be repaired immediately. No material shall be used as a window or door covering that is not commercially considered to be a curtain, drapery, shade or blind. Temporary coverings may be used for a maximum of two (2) weeks after the resident(s) first move in. No exterior storm windows are permitted.
15. **Window Replacement Guidelines:** Requests for window replacements need to be in writing and submitted to Front Office for Board approval no less than one (1) month prior to installation. Windows and doors must be of same standard style already in existence on the property.
16. **Sports Activities:** No sports activities, other than walking, jogging, and bike riding are allowed on the roadways or in the parking lots.
17. **Smoking:** Smoking is prohibited in all interior Common Elements of the buildings: hallways, stairwells, lobbies, the Front Office, Indoor Pool, Fitness Room, Clubhouse and locker rooms and bathrooms. Smoking is allowed outdoors and in the designated outdoor pool smoking areas. Please dispose of expired smoking and chewing tobacco material properly. Improper disposal is littering.
18. **Alcoholic Beverages:** Wyndham Club Condominiums are located on private property. However, per Illinois State Law, the consumption or distribution of alcoholic beverages is prohibited in all Common Elements.
19. **Delivery:** Packages and oversized delivery items from any carrier will no longer be accepted at the Front Office after December 31, 2015. Please make arrangements for the receipt of your items with the appropriate delivery service(s). **Owners and Renters are responsible for clean-up of Common Elements soiled by debris from delivery or installation of furnishings, appliances, carpeting, etc.**

20. **Waterbeds:** Written permission from the Board is required in order to have a waterbed in any Unit. This is due to the liability of structural damage caused by these particular furnishings.

Chapter 13 – Limitations, Use and Occupancy Continued

21. **Extension Cords/Electricity:** Extension cords bringing electrical power outside of any unit is not permitted. Owners and Residents are prohibited from using any electrical outlets in the Common Elements and throughout the Property at any time.

22. **Fireworks:** Possession and use of fireworks is unlawful by the State of Illinois. Violators will be prosecuted.

23. **Congregation:** Lawful and peaceable assemblies are condoned and encouraged, on the basis activities and noise levels are kept to respectable levels.

24. **Packages:** Packages and oversized delivery items from any carrier will no longer be accepted at the Front Office after December 31, 2005. Please make arrangements for the receipt of your items with the appropriate delivery service(s).

24. **Firearms:** The brandishing or discharge of any firearm (including B-B guns) under proper registration or not, is expressly forbidden. Violators will be prosecuted to the full extent of the law; including immediate eviction procedures.

25. **Weapons:** The use of any weapon or object intended as a weapon, with or without malicious intent, is prohibited. Violators will be prosecuted to the full extent of the law; including immediate eviction procedures.

26. **Loitering:** Loitering is not permitted anywhere on Wyndham Club Property.

Chapter 14 – Maintenance

1. **Obligation:** The Association is responsible for the maintenance, repair and replacement of the exterior portions of the buildings and the Common Elements. Owners are responsible for the interior of the Units, doors, windows and personal property. These responsibilities are summarized on the “Maintenance Responsibility Summary” (Exhibit F).
2. **Damage:** Every Owner is individually responsible for the total cost of any repairs, maintenance or replacement to the buildings, Units or personal property resulting from damage caused by pets, or their own act or neglect. Owners are personally responsible for the conduct of their invited guests, tenants, invited guests of the tenants and all animals belonging to any of these parties. The Association reserves the right, after serving written notice, to have damage repaired by the Association and to have the cost for the repairs assessed against the Owner’s account.
3. **Landscaping:** The Association provides landscaping services from mid-April through mid-November. All turf, trees, shrubs and plants are covered under this service.
4. **Snow Removal:** The Association provides snow removal services from mid-November to mid-April. Areas that are cleared include the roadways, parking lots, walks and entrance stoops. Although Ice-Melt is applied to all paved surfaces as part of this service, Owners may feel inclined to apply Ice-Melt at their own expense. In no instance should rock salt be applied to any concrete surface. Only Calcium Chloride or other Ice-Melt type compounds may be used. Rock salt destroys concrete surfaces and drastically shortens its useful lifetime.

Chapter 15 – Sales and Leases

1. **Sales:** All owners are responsible for notifying the Front Office thirty (30) days prior to sale of their intent to sell. The Management Company must be contacted for the request a closing assessment letter. This letter is required at closing. **Sellers and Buyers are required to pick up moving packets at the front office. These packets contain information which needs to be completed and returned to the office in order to proceed with closing procedures.**
2. **Service Charge:** The Association and Management agent reserve the right to charge owners a processing fee for all sales, leases and requests for refinancing.
3. **Lease Conditions:** All leases and renewal of leases shall be in writing and shall not be for a period of less than one (1) year. All leases must be made expressly subject to the Declaration, Bylaws and these Rules & Regulations. Any property awarded to the Association by the courts may be rented by the Association for a lesser period of time. No owner may lease less than the entire unit nor may the unit be leased for transient or hotel purposes. **Per Federal and State Law, there are to be no more than two (2) inhabitants per bedroom in all units.**
4. **Lease and Renewal Procedures:** Owners must provide the Association with a signed copy of the original lease and renewals with the names of all renters no later than ten (10) business days prior to occupancy. Additionally, a copy of the tenant's current credit history report is to be submitted to the Association, under the same timeline established above. ~~Owners must provide a copy of a signed Aboma C lease to the Association office. The Aboma C lease can be purchased at the office for a small fee. The fee only covers the cost of the forms. This form is required whether the owner is receiving rent or not.~~
5. **Inspection Fee with Refundable Deposit:** An inspection fee with refundable deposit of \$150.00 is required to be paid to Wyndham Club Association within 30-days of the move-in/move-out date for Renters and New Owners. Please issue two checks made payable to Wyndham Club, one check for \$50.00 for the inspection fee and the second check for \$100.00 for the refundable deposit. This deposit will be returned to the original payee after move-in or move-out and the Association verifies and approves there is no damage to any of the Common Elements.
6. **Owner Information:** All owners, whether they reside on the property or not, must provide the Association with a completed "Owner/Renter/Occupant Information Form" (Exhibit A) or a completed "Rider to Lease" (Exhibit J) within ten (10) days of any written request for this information.
7. **Failure to Provide:** Any expense incurred by the Association in obtaining either the lease or Unit information or refundable deposit shall be assessed to the responsible Owner as a common expense and is subject to \$100.00 fine.
8. **Current Leases:** Provisions relating to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a copy of any existing lease no later than ten (10) days after the effective date of these Rules & Regulations.
9. **Responsibility:** Owners are directly responsible for the actions and conducts of their tenants, guests and pets. Repeat offences may warrant eviction processes. All expenses of the Association in connection with any violations under these Rules & Regulations shall be assessed to the account of the responsible owner as a Common expense.
10. **Rules and Regulations:** Owners are responsible for providing their tenants with a copy of the Declaration, Bylaws and Rules & Regulations.
11. **Lease Application:** ~~All applying tenants and live-in dependents must be properly approved by the Wyndham Club front office and/or Board of Directors before residency on the property is granted.~~

Chapter 15 – Sales and Leases Continued

12. **Background Check:** All applying tenants must undergo a third-party background check; including credit history and criminal background. No person or persons guilty or no contest, or been convicted of a felony that involved illegal drugs, weapons, theft, gang-related activity, violence, or the health, safety welfare or others within the last five (5) years will be allowed to reside in the community.

A. All owners that are not living in their unit must provide a criminal background check on everyone over the age of 18 that is living in the unit. The background check must be provided to the office for the Board of Directors to approve.
13. **Crime Free:** All resident applicants, filing for leasing, must sign a crime-free lease addendum, specifically addressing criminal behavior of themselves, their guests. The crime-free addendum pertains to such activities, but is not limited to: drug-related criminal activity, criminal behavior, illegal activity, prostitution, gang activity, threatening or intimidating assault, hate crime, etc. Single violations against the lease addendum will result in good cause for immediate lease termination and eviction procedure.
14. **Vacancies:** Owners must notify the front office immediately when their Unit(s) is vacant.

Chapter 16 – Move-in & Move-out Procedures

1. Moves are permitted on Monday through Saturday between 8:00 AM and 8:00 PM. No moves are allowed on Sundays. Moves (in or out) are to be scheduled at least ten (10) business days in advance of moving. Please contact the front office 847-991-6161 to schedule the move. If moving activity needs to occur beyond these hours, please notify the front office when scheduling the move.
2. Moving vehicles and trailers are prohibited from parking on the lawns, landscaping, or any area aside from the designated parking areas. Moving vehicles and trailers are prohibited from restricting auto traffic by parking in the roadways and drives.
3. The resident moving is responsible for clean-up of halls, stairwells and all affected Common Elements following the move. If janitorial personnel are required to perform extra cleaning services following a move, the cost of the services will be deducted from the refundable deposit.
4. No moves are permitted through windows, patio doors, or sliding patio doors.

Wyndham Club Condominium Association

HOMEOWNER QUESTIONNAIRE

IN ORDER TO UPDATE THE ASSOCIATION'S RECORDS, WE WOULD APPRECIATE YOU TAKING A FEW MINUTES TO COMPLETE THE QUESTIONNAIRE BELOW

NAME: _____

UNIT ADDRESS: _____ Palatine, IL 60074

MAILING ADDRESS: _____

CITY, STATE & ZIP

E - MAIL ADDRESS: _____

PLEASE PRINT

E - MAIL ADDRESS: _____

PLEASE PRINT

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____ OTHER: _____

IN CASE OF EMERGENCY NOTIFY: _____

HOME PHONE: _____ CELL PHONE: _____

ADDRESS: _____

CITY, STATE & ZIP

LEASE TERM: START DATE: _____ END DATE: _____

IF YOU ARE LEASING OUT YOUR UNIT – PLEASE HAVE THE TENANT QUESTIONNAIRE COMPLETED AND PROVIDE THE CURRENT LEASE. IF YOU ARE NOT OCCUPYING THE UNIT YOU DO NOT NEED TO PROVIDE THE INFORMATION BELOW.

OTHER OCCUPANTS & RELATIONSHIP TO HEAD OF HOUSEHOLD:

NAME: _____ RELATIONSHIP: _____

NAME: _____ RELATIONSHIP: _____

I CAN BE REACHED AT HOME _____ ALL DAY _____ MORNING _____ EVENING

PETS: _____

RESIDENTS MUST OBTAIN VEHICLE STICKERS. VEHICLE INFORMATION WILL NEED TO BE PROVIDED ON THE PARKING

*****Not to be used for commercial purposes******

PLEASE RETURN TO:

Wyndham Club Condominium Association

1215 Wyndham Court . Palatine, IL 60074 . Phone: (847)991-6161 . Email: mbuttner@psimangement.net

EXHIBIT A

Wyndham Club Condominium Association

TENANT QUESTIONNAIRE

IN ORDER TO UPDATE THE ASSOCIATION'S RECORDS, WE WOULD APPRECIATE YOU TAKING
A FEW MINUTES TO COMPLETE THE QUESTIONNAIRE BELOW

NAME: _____

UNIT ADDRESS: _____

E - MAIL ADDRESS: _____

PLEASE PRINT

E - MAIL ADDRESS: _____

PLEASE PRINT

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____ OTHER: _____

IN CASE OF EMERGENCY NOTIFY: _____

HOME PHONE: _____ CELL PHONE: _____

ADDRESS: _____

CITY, STATE & ZIP

LEASE TERM: START DATE: _____ END DATE: _____

OTHER OCCUPANTS & RELATIONSHIP TO HEAD OF HOUSEHOLD:

NAME: _____ RELATIONSHIP: _____

NAME: _____ RELATIONSHIP: _____

I CAN BE REACHED AT HOME _____ ALL DAY _____ MORNING _____ EVENING

PETS: _____

RESIDENTS MUST OBTAIN VEHICLE STICKERS. VEHICLE INFORMATION WILL NEED TO BE
PROVIDED ON THE PARKING

*****Not to be used for commercial purposes*****

PLEASE RETURN TO:

Wyndham Club Condominium Association

1215 Wyndham Court . Palatine, IL 60074 . Phone: (847)991-6161 . Email: mbuttner@psimanagement.net

EXHIBIT A

Wyndham Club Condominium Association

ALTERATIONS & ADDITIONS APPLICATION

DATE: _____

HOMEOWNER: _____

ADDRESS: _____

DESCRIPTION OF IMPROVEMENT: _____

DIMENSIONS: _____

SUPPLIER: _____

APPROXIMATE COST: _____

EMAIL ADDRESS: _____

****NOTE****

PLEASE BE SURE THIS ADDITION CONFORMS WITH ANY REQUIREMENTS SET FORTH BY THE VILLAGE, COUNTY, STATE ETC. AND THAT ANY NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO INSTALLATION

THIS APPLICATION MUST ALSO INCLUDE A SKETCH, DRAWING OR PHOTOGRAPH OF THE IMPROVEMENT.

AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.

SIGNATURE

DATE

FOR INTERNAL USE ONLY:

DATE RECEIVED: _____ BY: _____

DATE APPROVED: _____ BY: _____

REASON FOR DISAPPROVAL: _____

PLEASE RETURN TO:

Wyndham Club Condominium Association

1215 Wyndham Court . Palatine, IL 60074 . Phone: (847)991-6161 . Email: mbuttner@psimanagement.net

EXHIBIT B

Wyndham Club Condominium Association

ARCHITECTURAL CHANGE APPLICATION

I/We hereby agree to obtain all necessary building permits and to comply with all applicable building codes and complete the change and/or improvement within thirty (30) days of approval.

I/We hereby agree to comply with all of the Association Declarations, By-Laws and Rules and Regulations in respect to this Architectural Change and/or improvement.

I/We hereby agree to indemnify and hold harmless the Association, its Unit Owners, members of the Board of Directors, employees and management agent from all losses, damage, liability, judgments, court costs, attorney's fees, interest or any other costs or penalties arising out of this change or improvement.

I/We hereby understand that I/We am/are responsible for the future upkeep and maintenance of this change and/or improvement.

I/We hereby agree that I/we will obtain sufficient insurance for this change and will provide the Association with a certificate of insurance naming the Association as a party insured.

I/We hereby agree to permit the Association access to my property for purposes of inspection of the change and/or improvement in order to ensure compliance with the Association Declarations, By-Laws and Rules and Regulations.

I/We hereby agree that failure to comply with any of the above requirements may result in revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of the facilities to a condition that existed immediately before approval. All necessary costs and expenses associated with this restoration will be at my expense, including but not limited to construction costs and consequential expenses such as attorney's fees, court costs, permit fees, etc. Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair the change and/or improvement should it fall into a state of disrepair which is not corrected within fourteen (14) days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be subject to the collection methods authorized by the Declaration, By-Laws, Rules and Regulations and the laws of the State of Illinois.

I/We hereby agree and understand that approval of my application shall be binding on all successors, devisees, heirs, assignees and transferees of my property. I/We further agree to inform them of the terms and conditions contained in this waiver.

Unit address: _____

Unit Owner's Signature / Date

Unit Owner's Signature / Date

Wyndham Club Condominium Association

NOTICE OF VIOLATION

To: _____ Date: _____

You are hereby notified, as the Unit Owner of the above address, that you are cited with the following violation of the Association's Declaration, Bylaws or Rules and Regulations. The actions occurred on _____ at _____ and are described as follows:

This is the [first / second / third/] time that you have received a Notice of Violation for this matter. Previous notices were sent on _____.

If you wish to protest this notice and believe the details are unjustified you must take the actions outlined in Chapter 10 of the Rules and Regulations regarding Enforcement of Rules.

You may request a hearing by signing, dating and returning this notice within fourteen (14) days to Wyndham Club Condominium Association at the address below. The hearing is your opportunity to present your side of the issue to your Board of Directors. After your request has been received, you will be notified by mail of the date, time and location of the hearing. Hearings are normally held at the next scheduled meeting of the Board of Directors.

If you fail to protest this notice or if you fail to appear at a hearing once it has been scheduled, you will waive your right to any further hearings with the Board of Directors and will be found guilty by default. Any fines, charges, costs, expenses and legal fees associated with this notice may then be assessed against you and added to your account.

I request a hearing with the Board of Directors on the above matter.

Signature / Date

Address

WYNDHAM CLUB CONDOMINIUM ASSOCIATION
1215 Wyndham Court
Palatine, Illinois 60074

EXHIBIT D

Wyndham Club Condominium Association

NOTICE OF DETERMINATION REGARDING VIOLATION

To: _____ Date: _____

Re: _____

You were sent a Notice of Violation dated regarding an alleged violation of the Declaration, Bylaws or Rules and Regulations of the Association. The Board of Directors ("Board") considered the complaint on and reached the following determination:

You did not request a hearing and you waived your right to address the Board.

You did not request a hearing but chose instead to respond to the Board in writing.

You did request a hearing but failed to attend as scheduled.

You attended the hearing and discussed the alleged violation.

You were found NOT GUILTY and no action will be taken.

You were found GUILTY and NO ACTION will be taken. If a similar violation occurs in the future, it will be considered a subsequent violation and processed accordingly.

You were found GUILTY of the violation and a fine of \$ _____ has been assessed against your account. Payment is due within 30 days.

You are directed to correct the condition resulting in the violation. This must be completed [by I immediately]. It is the Unit Owner's responsibility to notify the Association as soon as this has been done. A fine of \$ per day will be assessed against your account for each day that the condition is not corrected after the above deadline.

Damages, expenses and administrative charges in the amount of \$. _____ have been assessed against your account. Payment is due within 30 days.

Legal expenses in the amount of \$. _____ have been assessed against your account. Payment is due within 30 days.

Damages have occurred or an Architectural Violation exists. You are directed to repair ____ or correct the violation at your own expense [by _____/ immediately].

This violation is a second or subsequent violation. The Association's attorneys have been instructed to inform you that legal proceedings will be instituted if further violations of this nature occur. All expenses resulting from this notification and subsequent violations will be assessed directly to your account.

EXHIBIT E

Wyndham Club Condominium Association

MAINTENANCE RESPONSIBILITY SUMMARY

THE FOLLOWING ARE EXAMPLES OF ITEMS FOR WHICH THE Association MAY BE RESPONSIBLE:

- Asphalt driveways (sealcoating and resurfacing)
- Chimney caps, collars and covers
- Concrete stoops and walks
- Doors to common element building entrances
- Exterior vents
- Landscaping maintenance (grading, mowing, fertilizing and weeding)
- Lawns, trees and shrubs
- Lighting fixtures in Common Elements and outside lighting
- Mailboxes and stands (repair and painting)
- Masonry and tuck-pointing
- Painting (exterior wood trim and entrance doors)
- Perimeter fences
- Porches for town home units
- Roofs
- Siding, gutters, downspouts and shutters (repairs, replacement and cleaning)
- Skylight (outside damage only)
- Snow removal
- Wood trim, including soffit and fascia in the Common Elements only

THE UNIT OWNER'S RESPONSIBILITY FOR ITEMS SHALL INCLUDE, BUT MAY NOT BE LIMITED TO THE FOLLOWING:

- Appliances (refrigerators, ranges, etc.)
- Chimney cleaning and fireplace maintenance
- Doors to interior unit entrance, including door, locks, hardware and frames
- Doors to patio, including door, locks, hardware, frames, glass and screens
- Doors [storm], including door, locks, hardware, frames, glass and screens/storm
- Drywall in the interior unit
- Foundation, including leaks, cracks or settling
- Heating system (furnace and air conditioning including interior ducts, wiring and conduit)
- Interior decorating (paint, wallpaper, paneling, carpet, drapes, window treatments, etc.)
- Lighting fixtures for interior unit
- Painting of interior unit
- Pest control
- Plumbing system, including service, sill-cocks, fixtures, hot water heaters and water softeners)
- Structural components, including framing, trusses, support columns and flooring
- Utilities, including services, meters, conduit, wiring and piping
- Windows, including glass, frames, screens and exterior cleaning

EXHIBIT F

Wyndham Club Condominium Association

HOMEOWNERS INSURANCE LETTER

Date: _____

Unit number: _____

Dear Homeowner: _____

Please be advised that every Unit Owner in your Association is required to carry insurance on their dwelling unit. The Association is required to keep a copy of your certificate of insurance on file so that we know the unit is properly covered. In the process of updating our files, our records indicate one of the following:

We have no certificate of insurance on file for the above-referenced unit.

The insurance certificate we have on file has expired as of _____. Please send us an updated certificate.

Other:

We will accept an original insurance certificate or a faxed copy. Please ask your agent to have a new insurance certificate sent automatically each year at renewal. In addition, the Association must be notified within ten (10) business days if the coverage is cancelled.

Please respond to the above request no later than _____ or your account will be charged a fine of \$ for non-compliance.

Please note that this request is for the safety and peace of mind of every homeowner. In an emergency situation where a unit is partially or completely destroyed, the homeowner must have the coverage to repair or replace the unit. Without coverage, you or your neighbor would be facing a major catastrophe that could be difficult or impossible to resolve.

Thank you for your prompt attention.

Wyndham Club Condominium Association

EXHIBIT G

Wyndham Club Condominium Association

CLUBHOUSE AGREEMENT

PLEASE COMPLETE AND RETURN TO:

PLEASE PRINT

**WYNDHAM CLUB CONDO. ASSN. OFFICE
1215 WYNDHAM COURT
PALATINE, IL 60074**

DATE OF RESERVATION (DAY, DATE): _____

ESTIMATE LENGTH OF PARTY (TIME - FROM/TO): _____

TYPE OF PARTY OR GATHERING: _____

NUMBER OF PEOPLE (ESTIMATED TO ATTEND): _____

REQUEST BY: _____

PLEASE PRINT NAME

ADDRESS: _____

PLEASE PRINT

PHONE NUMBER(S): 1) _____ 2) _____

BEST NUMBER TO BE REACHED

ALTERNATIVE NUMBER

EMAIL ADDRESS: _____

I, Owners and Renters, take full responsibility for themselves and all guests' actions for the duration of the event. I, agree to comply with all Rules and Regulations.

Date: _____

Signature of person reserving the clubhouse: _____

CIRCLE ONE: TENANT OWNER

IF CLUBHOUSE RENTERS IS A TENANT THE OWNER MUST SIGN BELOW

I give my approval to my tenant named above to reserve the Clubhouse. I further agree to be responsible for any damages to the Clubhouse or fines incurred by my tenant.

OWNERS NAME: _____ SIGNATURE: _____

PHONE NUMBER: _____ DATE: _____

OFFICE USE ONLY: _____

DATE CONTACT MAILED: _____

RENTAL FEE AND SECURITY DEPOSIT RECEIVED: _____ CHECK# _____

DATE CONFIRMED: _____

EXHIBIT H

Wyndham Club Condominium Association

MAINTENANCE REQUEST FORM

PLEASE COMPLETE AND RETURN TO:

PLEASE PRINT

WYNDHAM CLUB CONDO. ASSN. OFFICE
1215 WYNDHAM COURT
PALATINE, IL 60074

NAME: _____ **DATE:** _____

REQUEST BY: _____

PLEASE PRINT NAME

ADDRESS: _____ **UNIT #:** _____

PLEASE PRINT

PHONE NUMBER(S): _____

BEST CONTACT NUMBER

ALTERNATIVE NUMBER

EMAIL ADDRESS: _____

Please describe your maintenance concern below:

Privacy Policy Your privacy is respected. All information submitted to Wyndham Club Condominiums via this form will be used only for maintenance records and direct communication purposes. Wyndham Club Condominiums will not knowingly supply any submitted information to a third party without your express consent.

OFFICE USE ONLY: DATE INITIATED: _____ DATE COMPLETED: _____ NOTES: _____ _____
--

Wyndham Club Condominium Association

RIDER TO LEASE

PLEASE COMPLETE AND RETURN TO:

PLEASE PRINT

**WYNDHAM CLUB CONDO. ASSN. OFFICE
1215 WYNDHAM COURT
PALATINE, IL 60074**

This Rider is added to the attached lease in accordance with the Rules and Regulations of WYNDHAM CLUB CONDOMINIUM ASSOCIATION. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and/or sub-lease and the parties thereto shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association. Any failure by the lessee to comply with the terms thereof shall be a default under the lease. This includes any occupant or sub-lessee.

The Board of Directors of WYNDHAM CLUB CONDOMINIUM ASSOCIATION (the "Board") shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

Lessor (Landlord)

Lessee (Tenant)

Lessor (Landlord)

Lessee (Tenant)

Date

Other Residents (s)

NOTE: A signed original of said lease and this Rider along with a copy of a recent credit report must be given to the Board for its files in accordance with the Rules and Regulations of the Association.

Please complete the following:

Owner Information:

Tenant Information:

Emergency Phone

Emergency Phone

Emergency Phone Alternative

Emergency Phone Alternative

Home Address

Palatine, IL 60074

Unit Address

Wyndham Club Condominium Association

PARKING RULES AGREEMENT FORM

I, _____ of Building _____ unit _____, understand that I must display my parking sticker in full view of the back windshield at all times (if tinted; front window). I also understand that this sticker is non-transferable. In the event that I change vehicles, I must return the sticker received and have it replaced with a new sticker.

This sticker permits me to park at Wyndham Club Condominium Association.

I understand that my car is subject to tow if:

- A. The parking sticker is not permanently attached to the window.
- B. If my vehicle fails to comply with Village, State or Association Regulations; for example: expired license plates, flat tires, or if the car is in disrepair.

The information provided in the attached questionnaire is current and correct information to the best of my knowledge.

I have read these rules and regulations and I understand the rules presented to me.

Name: _____ / Name: _____

Signature: _____ / Signature: _____

Address: Building: _____ Wyndham _____ Unit #: _____ Date: _____

Wyndham Club Condominium Association

PARKING STICKER FORM

OWNER INFORMATION:

OWNER NAME: _____ DATE: _____

ADDRESS: _____ PALATINE, IL 60074

MAILING ADDRESS, IF DIFFERENT: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT: _____ PHONE: _____

TENANT INFORMATION:

TENANT NAME: _____ PHONE: _____

ADDRESS OF UNIT: _____ PALATINE, IL 60074

EMAIL ADDRESS: _____

LEASE DATE: _____ - _____ (MUST BE COMPLETE)

TYPE OF VEHICLES:

1. MAKE: _____ YEAR: _____ COLOR: _____

PLATE #: _____ STICKER NUMBER: _____

2. MAKE: _____ YEAR: _____ COLOR: _____

PLATE #: _____ STICKER NUMBER: _____

I ALSO UNDERSTAND THAT I RECEIVED TWO GUEST STICKERS AND THAT Guest Parking permits are issued to the unit and not the resident. 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.

NAME: _____ SIGNATURE: _____ DATE: _____

GUEST STICKER NUMBERS _____ & _____

******* ALL INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE!!!*******

WYNDHAM CLUB CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS REGARDING
CHARCOAL AND PROPANE GRILLS

In the interests of the health, safety, and welfare of the Association, as well as compliance with the Association's insurance policy, the Board has adopted the following Rules and Regulations:

1. Charcoal grills are not to be used or stored on porches, patios, balconies or decks in the Association.
2. Stationary charcoal grills (affixed to post in the ground) are only permitted when permanently installed in designated areas on the ground level and they are no less than twenty-five (25) feet from the nearest building or structure.
3. All other grills are not to be stored until they have been sufficiently cooled so as to prevent any damage.
4. Propane grills shall be operated at least five (5) feet vertically and horizontally away from the nearest building or structure.
5. Repairs for any damage to the Common Elements or Limited Common Elements as a result of the use, direct heat or indirect heat from a grill will be assessed back to the unit owner.
6. Violation of these rules will result in the levying of fines pursuant to the Association's governing documents for the Association and within the discretion of the Board of Directors.