

Palatine Commons

March 3, 2010

RE: COPY OF LEASE MUST BE ON FILE WITH MANAGEMENT!

Dear Unit Owner:

Palatine Commons Townhome Association is in the process of updating their files on units leased/rented. We are requesting all owners help us bring the files current by providing the following documents:

1. Copy of Current Lease
2. Copy of Village of Palatine License (also needs to be posted in Laundry Room of Unit)
3. Tenant Questionnaire (Attached)
4. Copy of Signed Crime Free Lease Addendum (Attached)
5. Copy of Signed Association Rider (Attached)

Please provide this information by Friday, March 18, 2011.

By Law, the association requires a copy of all lease agreements to be on file.

The Illinois Condo Act states: That any resident who chooses to lease/rent their units must provide a copy of the said agreement no later than 10 days after the lease has been signed or no later than the date of occupancy, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, an association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of this act.

In other words, should a unit owner choose not to supply the association with a copy of lease agreement, the association legally may evict the tenant and back charge all legal fees to the unit owner himself. We urge you to forward any copy of these agreements within 10 days of the date of this letter to avoid this.

If you have already forwarded this into your management company, please disregard this notice. If you have not, please provide material as soon as possible.

If your unit is vacant or a family member is living in the unit please contact management with this information as well. Owner of a Unit that lives themselves offsite and has a Family Member residing in a unit you must complete the tenant questionnaire for those family members and file with management.

Should you choose not to forward this information to the association; the association will immediately proceed with eviction.

We thank you for your prompt attention and cooperation in this matter. If you need any additional information in regard to this request please contact info@psimanagement.net

Sincerely,
FOR THE BOARD OF DIRECTORS
PALATINE COMMONS TOWNHOME ASSOCIATION
Mperial Asset Management, LLC

Professionally Managed By:
Mperial Asset Management, LLC
110 N Brockway St, Suite 320 - Palatine, IL 60067
847-757-7171
www.Mperial.com

RESOLUTION

WHEREAS, the **Palatine Commons Townhome Owners Association** ("Association") is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common areas at the property commonly known as Palatine Commons; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Covenants, Conditions, Easements and Restrictions; and

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

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding leasing and contract sales.

NOW, THEREFORE, BE IT RESOLVED:

I. LEASING

Effective as of the date contained herein, the rental or leasing of Dwellings is limited to a total of fifteen percent (15%) of the Dwellings.

(i) Any Owner desiring to lease out their Dwelling 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.

(ii) Whenever fifteen percent (15%) or more of the Dwellings at the Association are being leased, no other Dwellings may be leased except as set forth below in subparagraphs (iv) and (v).

(iii) At such time as less than fifteen percent (15%) of the number Dwellings 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 Dwelling. That Owner will be given thirty (30) days to indicate whether they intend to lease their Dwelling. That 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 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 in the Declaration, By-laws and Rules and Regulations. 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 Owner making any such lease shall not be relieved thereby from any of his obligations under the Declaration.

(iv) Occupancy of a Dwelling by a blood relative(s) of an Owner without the Owner being a resident shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild, sibling, or spouse of an Owner.

(v) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Dwelling to a specified lessee for a period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the 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 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.

(vi) The Board of the Association shall have the right to lease any Association owned Dwellings or any Dwelling which the Association has possession, pursuant to any court order, and said Dwellings shall not be subject to this Amendment.

(vii) Any Dwelling being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(viii) In addition to the authority to levy fines against the Owner for violation of this Amendment 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 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.

(ix) Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

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

II. CONTRACT SALES

Although the Board discourages Owner financing of sales via contract/installment sales, in times of tight mortgage money it is sometimes advisable since it is the only viable alternative for some potential buyers in order to accommodate a Seller and a willing Buyer who is unable to obtain conventional financing.

The Board is charged with the responsibility of administering and maintaining the property and the Board must receive adequate assurances from any Owner who is selling their Dwelling via a contract/installment sale that such sale is in fact a good-faith transaction and not being used as a device to cover an improper or unauthorized lease in violation of the Association's covenants.

In order for the Board to approve a contract sale, the following criteria must be complied with to the Board's satisfaction prior to occupancy:

(i) A certified copy or duplicate copy of the ARTICLES OF AGREEMENT must be recorded in the Office of the Recorder of Deeds in the County in which the property is located. A recorded copy and Recorder's receipt must be submitted to the Board (if a short form is recorded, a recorded copy of the short form plus a certified copy or duplicate original of the full text must be provided).

(ii) Seller must provide Buyer with title insurance from a national insured title company for Articles of Agreement.

(iii) Seller must provide a conventional form closing statement signed by Buyer and Seller and/or their attorneys.

(iv) Seller must provide Buyer with an amortization schedule showing the table of payments.

(v) Seller must verify that they have executed a Deed to Buyer and that the original is being held in escrow, with a true and accurate copy provided to the Board at the time of closing.

(vi) A statement shall be submitted indicating whether Seller or Buyer retains the right to vote, pay real estate taxes, assessments and insurance.

(vii) In the event it is proven that this transaction is a sham intended to avoid any policies restricting or limiting leasing, or for any other reason, all occupants shall be obligated to vacate the premises upon five (5) days' written notice. In the event legal action is necessary to terminate occupants' and Owners' right of possession, the Owner shall be liable for all of the Association's attorneys' fees and costs.

(viii) In addition to the foregoing, the Board reserves the right to levy a lump-sum or daily fine for the violation of this policy including, but not limited to, a daily fine relating back to the date of first notification to the Board of said transaction. Fines shall not exceed \$500 per day or \$5000 in the aggregate.

APPROVED THIS 10 DAY OF October, 2010.

PALATINE COMMONS
TOWNHOME OWNERS ASSOCIATION

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

Palatine Commons

August 1, 2007

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
IMPORTANT ASSOCIATION INFORMATION
PLEASE READ!

Dear Palatine Commons Townhome Owner:

PATIOS

In accordance with Section 10.01 of the Declaration, installation of a patio requires **PRIOR WRITTEN APPROVAL** from the Board of Directors. Approval is obtained by submitting to property management 1) a copy of your plat with the patio dimensions and location indicated on the plat 2) a completed Alterations & Additions Application (A&A), and 3) a sample of the selected material or website by which the selected material/color can be viewed. The Board has established the following policy for the patios:

- **Size & Location** – The size must be the same size as the deck above it.
- **Material** – Pavers/Concrete must be a neutral color that blends with the building color palette.
- **Construction Standards** – Installation must meet all of paver/concrete manufacturer's specifications.
- **Landscaping Repair** – Homeowner is responsible to repair the turf/landscaping affected by the installation.
- **Grade** – The existing grade must not be changed per Section 3.9 of the Declaration.
- **Village Approval** – should a permit be required, it is the homeowner's responsibility to obtain it.

COMMON AREA

In accordance with Section 3.14 of the Declaration, homeowners **MAY NOT ALTER NOR REMOVE ANYTHING FROM THE COMMON AREA** except upon the written consent of the Board". As indicated in the spring newsletter, the only permitted alteration to common area is that homeowners may plant flowers (annuals only) in the existing mulch beds. **THIS SECTION OF THE DECLARATION PERTAINS TO THE TURF AND MULCH AREAS AS WELL AS THE NATURAL BUFFER AND WETLAND AREAS.** Any questions that you may have can be directed to Palatinecommons@gmail.com

Sincerely,
Board of Directors
Palatine Commons Townhome Owners Association

Professionally Managed By:

Mperial Asset Management, LLC
110 N Brockway St, Suite 320 - Palatine, IL 60067
847-757-7171
www.Mperial.com

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
PCT-351

ASSESSMENT COLLECTION POLICY

	ACTION	DATE OF ACTION
1.	Assessment Due Date	First of each month
2.	End of "Grace" period	30th of each month
3.	Statement and addition	30th of each month <i>2019 changed to \$50 on the 15th of the month.</i>
4.	Notice of Intent to File Forcible Detainer and Eviction Action & Lien	1st of the second month
5.	File Forcible Detainer and Eviction Action and Lien .	30 days after Notice is sent

All of the above actions are to be taken AUTOMATICALLY in each and every case. Consistency of application of the Collection Policy will avoid charges of special and unusual application of the By-Laws by Delinquent Homeowners.

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

**THE PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
DECLARATION REVIEW
PALATINE, ILLINOIS**

The following is a brief overview of the **restrictions** set forth in the Declaration. **Please review your entire document so that you are familiar with all the covenants, conditions and restrictions in their entirety.**

Section 3.1. Lots. All Lots shall be used only for Single Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom.

Section 3.2. Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 3.3. Temporary Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack, storage container or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

Section 3.4. Waste. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. Vacant Lots shall not be used for the purpose of raising crops thereon.

Section 3.5. Trucks, Boats and Recreational Vehicles. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling.

Section 3.6. Obstructions. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

Section 3.7. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot, except that dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board.

Section 3.8. Ham Radio; Antennae. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date or by the Board or the Architectural Control Committee (as hereinafter defined) thereafter.

Section 3.9. Drainage. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may not be planted, placed or allowed to remain in any such areas unless approved the Board. No Owner shall

alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

Section 3.10. Increase in Insurance. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

Section 3.11. Window Coverings. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board.

Section 3.12. Personal Business. The restriction in Paragraph 3.1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.

Section 3.13. Developer's and Declarant's Rights. There is also reserved to the Developer and Declarant, their agents and prospective purchasers and lessees, without cost, the right of ingress and egress in and through the Common Area and to park in the outdoor parking areas incident to such sales or leasing purposes designated by Developer and/or Declarant and, during construction by the Developer, the right of ingress and egress in and through the Common Area and Property in connection with such construction.

Section 3.14. Alterations. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

Section 3.15. Advertising Signs. Except with respect to the Developer and Declarant, no advertising signs (except one "For Sale" sign of not more than five (5) square feet to be only located within a Dwelling window), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, except as provided in Section 4.7 hereof.

Section 3.16. Sales Activities. The Declarant and/or the Developer may maintain without cost, in or upon such portions of the Property including a sold Lot or Dwelling, as Declarant and/or Developer shall determine, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, sales, construction and administrative offices, storage areas, model units, signs, temporary fencing, monuments and sales and construction trailers, or other items or improvements as otherwise required by Developer and/or Declarant.

Section 3.17. Garbage. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Lots and streets; shall be regularly removed from the Property, and shall not be allowed to accumulate thereon; and shall be placed out for collection on the driveway of the Lot as designated by the Village or trash collection company and at no other location. Garbage shall be placed in appropriate covered containers and kept in the garage until the designated day of pick-up. Under no circumstance shall the container impede access to streets, alleys or driveways of other Owners.

Section 3.18. Drying of Clothes. Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property.

Section 3.19. Adversely Affect. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 3.20. Mailbox. If Declarant or Developer shall install a mailbox on a Lot or for use by an Owner, the respective Owner shall be responsible for maintaining the mailbox, in good condition and repair, such Owner shall replace the mailbox if necessary, with a mailbox of exactly the same height, material and styling as originally installed, or a mailbox as approved by the Architectural Control Committee and Board, as such term is defined in this Declaration.

Section 3.21. Vehicles. All vehicles owned or maintained by occupant of a Lot, other than Developer or Declarant and other than temporary guests and visitors, shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars herein. Overhead garage doors must be kept closed on a consistent basis. Except for use by the Developer or the Declarant, no part of any of the Lots or Common Area shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. The Association is expressly authorized to enforce the provisions of this Section by ticketing and fining any Owner who violates this Section, and towing offending vehicles, trailers, boats, trucks, vans, buses or snowmobiles. All fines imposed and all expenses incurred by the Association in enforcing this Section, shall become an obligation owed by the subject Owner to the Association, and shall be a lien created and enforced as set forth in this Declaration. The Association is specifically authorized to enter into a contract with any local municipality or unit of government, or with any private firm or entity, to provide services reasonably required to enforce the terms and provisions of this Section.

Section 3.22. Utility Lines. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

Section 3.23. Swimming Pools. No swimming pools are permitted within the Property, except portable child's swimming pool not greater than six (6) feet in diameter may be maintained and situated within a Lot.

Section 3.24. Flags. A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flag poles must be approved by the Board of Directors or Architectural Control Committee prior to placement. The only flag permitted is the American Flag or such other flags approved by the Board.

Section 3.25. Limited Common Areas. Except as otherwise provided herein, the Limited Common Areas shall consist of portions of the Common Area set aside and allocated for the restricted use of a particular Lot or Lots, including but not limited to patios and decks.

**PALATINE COMMONS TOWNHOME ASSOCIATION
ENFORCEMENT OF POLICIES AND FINES**

If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur:

a. Upon a finding of a first violation, the unit owner shall be notified by the Managing Agent or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board and substantially in the form of a letter.

b. Upon a second or continuous violation by a unit owner, the unit owner shall be notified of the violation. The unit owner shall pay a reasonable fine, as determined by the Board of Directors, following the opportunity for a hearing. By this language, the Association does not waive its right to hire counsel and pursue whatever rights it may have against the unit owner in lieu of a second notice of violation and hearing. In addition, the unit owner shall also pay the costs of any legal fees incurred by the Association as charged to the Association by the attorney.

c. 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 unit owner's account.

d. 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 By-Laws, and/or Rules and Regulations of the Association.

Any unit owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment within this time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection of same.

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

If any Unit Owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the Unit Owner may proceed as follows:

a. Within ten (10) days after the Unit Owner has been notified the Unit owner shall submit, in writing, a protest to the Board, stating the reasons the Unit Owner feels he has not committed a violation.

b. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.

c. 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 regarding the alleged violation. The decision of the Board shall be final and binding on the Unit Owner.

d. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made substantially in the enclosed "Notice of Determination" form.

e. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Unit Owner at the unit address, or to such other address as the Unit Owner may have previously filed with the Board.

TABLE OF FINES
PALATINE COMMONS TOWNHOME ASSOCIATION

Any violations of the terms of the Declaration, ByLaws or Rules and Regulations shall subject the responsible individual to the following fines:

FIRST OFFENSE A WARNING LETTER shall be sent to the unit owner who has been found guilty of a violation committed by himself or by his tenant, guest or family member. A copy of the warning letter, the Notice of Violation and the Notice of Determination shall be placed in the unit owner's permanent Homeowner File.

The Board reserves the right to waive the warning letter when the violation is, in the sole discretion of the Board, serious enough to warrant immediate legal action.

SECOND OFFENSE A fine of \$25 shall be charged to the unit owner's account and applied to his next assessment payment.

**THIRD OR
SUBSEQUENT
OFFENSE(S)** A fine of \$100 shall be charged to the unit owner's account and applied to his next or subsequent assessment(s).

FOURTH OFFENSE In this event, the Board and Management may institute legal action against the offender.

CONTINUING OFFENSE-For violations of a continuing nature, the unit owners shall be fined at a continuing rate of \$10 per day until the violation ceases and the Association has been made aware of the compliance. The accumulated amounts shall be applied to the unit owner's assessments.

IN THE EVENT THAT ANY VIOLATION HAS RESULTED IN DAMAGE TO ANY COMMON ELEMENT EITHER, OR HAS RESULTED IN ANY UNAUTHORIZED ARCHITECTURAL CONDITION ON THE COMMON ELEMENTS, THE ASSOCIATION SHALL PROCEED TO HAVE THE VIOLATION CORRECTED, AND THE UNIT OWNER SHALL BE ASSESSED FOR THE FULL COST OF LABOR AND MATERIALS REQUIRED.

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION

STORM DOOR POLICY

Storm doors will be allowed only with the completion of the Additions and Alterations form, approval of it by the Board of Directors and meeting the following criteria.

STORM DOORS

1. White in color only
2. Full glass only with a maximum 10" kickplate
3. Permanent installation

UPON APPROVAL AND INSTALLATION, THE ADDITIONS BECOME THE RESPONSIBILITY OF THE HOMEOWNER.

STATEMENT OF VIOLATION

Non compliance with the approved policy.

METHOD OF DETECTION

1. Observation by a Board Member or the managing agent.
2. Complaint in writing by any Homeowner or resident.

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
RULES AND REGULATIONS REGARDING THE INSTALLATION OF
SATELLITE DISHES

In order to keep the aesthetic appearance of the Palatine Commons Townhome Owners 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 must notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property in which the owner has a direct or indirect ownership interest and is within the owner's exclusive use or control. Under the Declaration, this limits owners to installing satellite dishes only on patios or balconies (which are considered part of the Limited Common Elements).

IF LINE OF SIGHT CAN NOT BE OBTAINED FROM THE PATIO OR BALCONY, a satellite dish may be installed on the back 50% of the roof. Please note, wiring must enter the building at the site of installation and be run on the interior of your home, not along the exterior of the building

3. No more than one (1) antenna of each provider may be installed.
4. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
5. In order to protect the 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.
6. 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.
7. 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 the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to it's original condition upon removal of the dish.
9. 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 attorneys' fees resulting therefrom. 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 enclosed hold harmless agreement.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the 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 and the area restored to its original condition.

11. 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 fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION

**RESOLUTION TO ADOPT
A WRITTEN POLICY FOR RESOLVING COMPLAINTS MADE BY OWNERS
PURSUANT TO SECTION 35 OF THE
ILLINOIS CONDOMINIUM AND COMMON INTEREST COMMUNITY
OMBUDSPERSON ACT**

WHEREAS, the Palatine Commons Townhome Owners Association (“Association”) is governed by provisions of the Association's Declaration (“Declaration”), and the Illinois Common Interest Community Association Act; and

WHEREAS, Section 1-90 of the Illinois Common Interest Community Association Act provides that every common interest community association, except for those exempt from the Act under Section 1-75, must comply with the Condominium and Community Interest Community Ombudsperson Act and is subject to all provisions of the Condominium and Community Interest Community Ombudsperson Act; and

WHEREAS, Section 35 of the Condominium and Common Interest Community Ombudsperson Act (“Ombudsperson Act”) requires the Association to adopt a written policy for resolving complaints made by Owners, and the Board of Directors (“Board”) of the Association desires to adopt such a policy.

NOW THEREFORE, in furtherance of the foregoing, the Board of Directors of the Association does hereby adopt the following written policy for resolving complaints made by Owners pursuant to Section 35 of the Ombudsperson Act.

Adopted by the Board of Directors at a meeting held on July 19, 2016, at Palatine, Illinois.

Motion made by Niemi and seconded by Saylor.

Vote Taken:	For	<u>3</u>
	Against	<u>0</u>
	Abstain	<u>0</u>

**PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
POLICY FOR RESOLVING COMPLAINTS MADE BY OWNERS
PURSUANT TO SECTION 35 OF THE
ILLINOIS CONDOMINIUM AND COMMON INTEREST COMMUNITY
OMBUDSPERSON ACT**

The following is the Policy of the Board of Directors (“Board”) of the Palatine Commons Townhome Owners Association (the “Association”) for resolving complaints made by Owners pursuant to Section 35 of the Condominium and Common Interest Community Ombudsperson Act (“Ombudsperson Act”).

1. Owners who wish to make a complaint (“Complaining Owner”) to the Association pursuant to Section 35 of the Ombudsperson Act must complete, date, and sign a Complaint Form. The required Complaint Form is attached to this Policy.

2. The Complaining Owner must deliver a completed Complaint Form to the Association, by certified mail or in person, to the Management Office/Board, at the following address: Noted below, within thirty (30) days of the date of the event that is the subject of the Complaint. **Palatine Commons c/o Mperial Asset Management, LLC**

3. Within thirty (30) days of receipt of a Complaint Form from a Complaining Owner, the Board shall meet in executive session to review the Complaining Owner’s Complaint. At such meeting, the Board may make a Final Determination in response to the Complaining Owner’s Complaint, or may make a determination that additional information/documents and/or investigation is required in order to respond to the Complaining Owner’s Complaint before making a Final Determination.

4. (a) If the Board determines that additional information/documents is required in order to review the Complaining Owner’s Complaint before making a Final Determination, the Board shall promptly make a request for such additional information/documents to the Complaining Owner. The Complaining Owner shall deliver such additional information/documents, by certified mail or in person, to the Management Office/Board, at the address provided in Section 2, within ten (10) days of the date of the Board’s request for additional information/documents.

(b) If the Board determines that additional investigation is required in order to respond to the Complaining Owner's Complaint before making a Final Determination, the Board shall promptly engage in such investigation.

(c) Within thirty (30) days after receipt of the additional information/documents requested under Section 4(a) above and/or the conclusion of its investigation under Section 4(b) above, the Board shall meet in executive session to review the Complaining Owner's Complaint, the additional information/documents, and the results of its investigation. At such meeting, the Board shall make a Final Determination in response to the Complaining Owner's Complaint, unless the Board determines that it still does not have sufficient information/documents in order to respond to the Complaint before making a Final Determination. If the Board determines that it still does not have sufficient information/documents in order to respond to the Complaining Owner's Complaint before making a Final Determination, or determines that further investigation of the Complaining Owner's Complaint is necessary, the Board shall promptly seek such additional information/documents and continue and conclude its investigation, and shall reconvene, as soon as practical thereafter in order to respond to the Complaining Owner's Complaint.

5. The Final Determination of the Board in response to a Complaining Owner's Complaint shall be:

(a) Made in Writing;

(b) Made within a reasonable time after receipt of the Complaining Owner's Complaint, provided that the Board shall use its best efforts to make a Final Determination in response to a Complaining Owner's Complaint within ninety (90) days of the date of receipt of the Complaining Owner's Complaint.; and

(c) Marked clearly and conspicuously as "Final."

6. The decision of the Board to approve the written Final Determination in response to a Complaining Owner's Complaint shall be made at a Board meeting, or portion thereof, open to the Owners; however, the details of the written Final Complaint shall not be disclosed at the Board meeting, or portion thereof, open to the Owners.

7. The written Final Determination shall include the following:
 - (a) A summary of the Complaining Owner's Complaint;
 - (b) A summary of the documents and information considered by the Board.
 - (c) The Board's determination with respect to the Complaining Owner's Complaint and any action to be taken by the Association pursuant to such a determination.
8. The written Final Determination of the Board in response to a Complaining Owner's Complaint shall be issued to the complaining Owner by certified mail, within ten (10) days after the date the Board approves the written Final Determination.
9. The written Final Determination shall be deemed confidential and shall not be available to any person other than the Complaining Owner, the Board of Directors, and the Association's managing agent (if any), and the Complaining Owner shall not disclose the written Final Determination to any person (other than such Complaining Owner's attorney), except as may be required by law.
10. The Complaining Owner shall cooperate with requests of the Board for additional information/documents.
11. All Complaint Forms and additional information/documents requested by the Board in connection with the Complaining Owner's Complaint shall be date stamped by the Association upon receipt.
12. The foregoing procedure shall not be available:
 - (a) If the Complaining Owner owes outstanding assessments, fees, or funds to the Association, unless the assessments, fees or funds are central to the Complaining Unit Owner's Complaint.
 - (b) If there is a pending complaint filed in any court or administrative tribunal in any jurisdiction or for which arbitration or alternative dispute resolution is scheduled to occur or has previously occurred, concerning the subject matter of the Complaining Owner's Complaint.

(c) To address violations of the Association's Declaration and or Rules for which the Board can levy a fine, as that is governed by a separate procedure.

13. This Policy shall be made available to all Owners upon request.

14. If adopted by the Board of Directors prior to January 1, 2017, this Policy shall be effective on January 1, 2017.

**PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
OWNER COMPLAINT FORM**

Owner Name: _____

Address: _____

Phone No. _____

Date of Event: _____

Time of Event: _____

Location of Event: _____

Description of Event: _____

(Use Additional Copies of Form if Necessary)

The following documents are attached concerning the Incident:

Names and Contact Information for Witness(es) to Incident (if applicable)

_____, 20____
Owner Signature Date

Palatine Commons

Date: September 12, 2016
To: Palatine Commons Homeowners
From: Palatine Commons Homeowners Association Board of Directors
Subject: Proposed Rule Revisions

The Palatine Commons Homeowners Association's Declaration stipulate that proposed rules and regulations shall be distributed to the Unit Owners and that an open meeting will be held for discussion prior to Board approval or disapproval.

The attached copies reflect the Board's opinion on what rules warrant addition or revision to the existing rules and regulations. The format and wording of rules and regulations and appendixes are subject to change and corrected copies will only be provided if any other changes are made to the wording supplied here.

An opportunity to discuss these rule changes will be at the Unit Owner/Board Meeting to be held on

**Wednesday, September 21, 2016
7:00 pm Board Meeting
Palatine Public Library - Room 2 downstairs
700 N. North Court, Palatine, IL**

Summary of Proposed Rules: Formal Adoption of Rules Allowing the Association to send Owners Notice of Meetings etc. electronically. Every Owner will be required to Sign the new Opt In form to receive Community Notices via email. This regulation is proposed as a means to cut Association cost for printing and postage of community notices.

We welcome your attendance and comments. Should you be unable to attend this meeting and wish to express your comments before Board adoption of these rules and regulations, please submit your comments in writing to management at culrich@psimanagement.net.

THANK YOU!

**PROPOSED RULES CONCERNING ELECTRONIC
DELIVERY OF NOTICE AND DESIGNATION OF ADDRESS
TO BE PROVIDED ON LIST OF MEMBERS/OWNERS**

1. Electronic delivery of notices and other communications required or contemplated by the Illinois Common Interest Association Act may be delivered to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose.
2. Each Member/Owner may designate an electronic address or a U.S. Postal Service address, or both, as the Member/Owner's address on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Illinois Common Interest Community Association Act or any association instrument. A form shall be provided for this purpose.

Mperial Asset Management, LLC
110 N Brockway St, Suite 320 - Palatine, IL 60067
847-757-7171
www.Mperial.com

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
MEMBER/OWNER CONSENT TO ELECTRONIC DELIVERY OF NOTICE
AND DESIGNATION OF ADDRESS
TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

The undersigned, being all of the owners of _____ in the Palatine Commons Townhome Owners Association, agree that the terms "mailed" and/or "delivered," for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Common Interest Community Association Act ("Act") or by the Association's Declaration of Covenants and/or By-Laws and/or rules, is deemed effective notice to such Member(s)/Owner(s) if and at the time such notice is transmitted by electronic means to such email address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

This Consent can be rescinded, or the e-mail address where electronic notice can be delivered can be changed, by written notice delivered to the Association.

If I check this box, I hereby authorize the Association to provide another owner this *electronic address* on any list of members or Members/Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I check this box, I hereby authorize the Association to provide another Member/Owner *this electronic address and a U.S. Postal address* on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I check this box, I hereby authorize the Association to publish my contact information in the Community Directory.

If I fail to check a box, the Association shall only provide another Member/Owner a *U.S. Postal address* on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

This designation can be changed by notice request delivered to the Association.

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

DATE: _____, 20____

RESOLUTION TO ADOPT ASSOCIATION RULES
ELECTRONIC DELIVERY OF NOTICE AND
DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

WHEREAS, the Palatine Commons Townhome Owners Association ("Association") is governed by provisions of the Association's Declaration Covenants ("Declaration") and the Illinois Common Interest Community Association Act ("Act"); and

WHEREAS, the Declaration provides that the direction and administration of the Property and the affairs of the Association shall be vested in the Board of Managers ("Board"); and

WHEREAS, the Board, in accordance with the Illinois Common Interest Community Association Act has the authority to adopt and amend rules and regulations covering the details of the operation and use of the Property; and

WHEREAS, the Board desires to adopt a rule allowing Members/Owners to be given notice by electronic method where notice is required and to designate address to be provided on list of Members/Owners, pursuant to Section 1-85 of the Illinois Common Interest Community Association Act; and

WHEREAS, in accordance with the Illinois Common Interest Community Association Act, a meeting of the Members/Owners was called by the Board for the specific purpose of discussing the proposed rules and regulations, and notice of the meeting contained the full text of the proposed rules and regulations, and the notice of meeting conformed to the requirements of Section 1-85 of the Illinois Common Interest Community Association Act.

NOW THEREFORE, in furtherance of the foregoing, the Board does hereby adopt the following Rules concerning electronic delivery of notice to the Members/Owners.

Adopted by the Board of Managers at a meeting held on September 21, 2016, at Palatine, Illinois.

Motion made by Riccia Saylor and seconded by Lee Huber

Vote Taken:	For	<u>3</u>
	Against	<u>0</u>
	Abstain	<u>0</u>

RESOLUTION TO ADOPT ASSOCIATION RULES
ELECTRONIC DELIVERY OF NOTICE AND
DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

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NOW THEREFORE, in furtherance of the foregoing, the Board does hereby adopt the following Rules concerning electronic delivery of notice to the Members/Owners.

Adopted by the Board of Managers at a meeting held on September 21, 2016, at Palatine, Illinois.

Motion made by Saylor and seconded by Huber.

Vote Taken:	For	<u>3</u>
	Against	<u>0</u>
	Abstain	<u>0</u>

Joe Huber 9/21/2016

RULES CONCERNING
ELECTRONIC DELIVERY OF NOTICE AND
DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

1. Electronic delivery of notices and other communications required or contemplated by the Illinois Common Interest Community Association Act may be delivered to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose.

2. Each Member/Owner may designate an electronic address or a U.S. Postal Service address, or both, as the Member/Owner's address on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Illinois Common Interest Community Association Act or any association instrument. A form shall be provided for this purpose.

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
MEMBER/OWNER CONSENT TO ELECTRONIC DELIVERY OF NOTICE
AND DESIGNATION OF ADDRESS
TO BE PROVIDED ON LIST OF MEMBERS/OWNERS

The undersigned, being all of the owners of _____ in the Palatine Commons Townhome Owners Association, agree that the terms "mailed" and/or "delivered," for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Common Interest Community Association Act ("Act") or by the Association's Declaration of Covenants and/or By-Laws and/or rules, is deemed effective notice to such Member(s)/Owner(s) if and at the time such notice is transmitted by electronic means to such email address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

This Consent can be rescinded, or the e-mail address where electronic notice can be delivered can be changed, by written notice delivered to the Association.

If I check this box, I hereby authorize the Association to provide another owner this *electronic address* on any list of members or Members/Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I check this box, I hereby authorize the Association to provide another Member/Owner *this electronic address and a U.S. Postal address* on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I check this box, I hereby authorize the Association to publish my contact information in the Community Directory.

If I fail to check a box, the Association shall only provide another Member/Owner a *U.S. Postal address* on any list of Members or Owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

This designation can be changed by notice request delivered to the Association.

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

MEMBER/OWNER NAME

MEMBER/OWNER SIGNATURE

DATE: _____, 20____

Palatine Commons Association's Snow Procedures

Fairview Way is plowed and salted by the Village of Palatine.

Snow removal from Fairview Circle, All Driveways and Sidewalks to the front entrance door commences with the accumulation of 2" or more on paved areas. 4" or less snow removal starts after snow ceases to fall. 4" or more snow removal may start sometime after the first 2" accumulation. Contractor is not responsible to remove snow from around unmoved vehicles, they cannot risk getting too close to parked vehicles. Owners who park cars on your driveways or cars parked in guest parking are to watch for plows to arrive on site and move vehicles for clearing snow. A follow-up plowing to touch up any areas where vehicles may have been parked during the initial clearing process will start the following day after 8 am. Owners requesting the plow to perform a return trip for vehicles that did not move during the cleanup process, will be charged an hourly rate.

Salting of driveways and walkways is performed by individual unit owners/tenants. The Association only pays for salting of Fairview Circle roadway.

8" or more is considered blizzard conditions and will require extra time for completion of snow removal making the roads, drives the priority and sidewalks will be cleared as soon as possible.

During heavy snow events the Association may hire the snow contractor to relocate snow and will utilize Guest Parking to stockpile snow.

PALATINE COMMONS

ARC Procedure: GENERAL IMPROVEMENT

- 1) You are required to complete and submit an ARC form. (attached)
- 2) Must sign and submit Hold Harmless Agreement (attached)
- 3) Provide Copies, Drawings, Specifications, Plat of Survey, Pictures indicating where Improvement will take place.
- 4) Once you find contractor you will submit a copy of your contract with the ARC and brochure about the improvement.
- 5) Contractor is required to provided copy of Certificate of Insurance Reflecting You and the Association as the Certificate Holder and as Additional Insured and contractor must carry Workers Compensation Insurance.

Certificate Should Read:

Palatine Commons c/o PSI

2155 Point Boulevard, Suite 210 Elgin, IL 60123

- 6) You must have written Board approval before proceeding with installation.
- 7) Owners are responsible to acquire Village Permits and follow the Village Guidelines on the improvement.
- 8) Owners are responsible to call J.U.L.I.E. (call 811) to locate any underground utilities prior to digging.
- 9) Send ARC Application and supporting documents to:
palatinecommons@gmail.com

**PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION
RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Declarations and By-Laws of the Cary Woods Condominium Association. By this rider the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Act, every lease and the parties thereto, shall be subject in all respects to the Rules and Regulations and Declarations and By-Laws of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of the Palatine Commons Townhome Owners Association (the "Board") shall be a third party beneficiary of said lease and shall be entitled to pursue all available 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.

By our signatures below, we certify that the Lessor has provided and the Lessee has received a copy of the current Declaration, By-Laws and Rules and Regulations of the Cary Woods Condominium Association.

Dated this _____ day of, _____, 20__.

Address of Unit Leased: _____

Signature Landlord (1) Lessor

Signature Tenant (1) Lessee

Signature Landlord (2) Lessor

Signature Tenant (2) Lessee

NOTE: A signed original of said lease and the Rider must be given to the Board for its records in accordance with the Rules and Regulations of the Association.
.....

Please complete the following information for the Associations records.
Please **PRINT** this information!!!

Lessor Information

Tenant Information

Name of Landlord (1)

Name of Tenant (1)

Name of Landlord (2)

Name of Tenant (2)

Landlord Phone -Home

Tenant Phone - Home

Landlord Phone - Work

Tenant Phone - Work

Landlord Phone - Cell

Tenant Phone - Cell

Landlord Phone - Email

Tenant Phone - Email

Mailing Address

Address of Property Leased

City - State - Zip

CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on or near the dwelling unit premises.
 - d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating as prohibited in, assault as prohibited in, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, 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 property damage.

2. VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident Signature

Date

Resident Signature

Date

Property Owner/Manager Signature

Date

Address of Rental Property

RP: _____

7/2009

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION

SATELLITE DISH

INDEMNIFICATION AGREEMENT

This indemnification Agreement made this ____ day of _____, _____, by and between Cary Woods Condominium Association ("Association") and _____ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the designated limited common elements (patios or balconies) located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

PALATINE COMMONS TOWNHOME

OWNERS ASSOCIATION

By: _____

UNIT OWNER

By: _____

Address: _____

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Witness Name Address Phone Number

Witness Name Address Phone Number

INFORMATION CONCERNING VIOLATOR

Violator's Name Address Phone Number

Owner's Name Address Phone Number

INFORMATION CONCERNING VIOLATION

Violation Date Time Location

_____ - _____ - _____ of the: Declaration _____ By-Laws _____ Rules & Regulations _____
Article Section Paragraph

Witness' Observations: _____

I MAKE THE ABOVE STATEMENTS BASED ON 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 MY FAILURE TO TESTIFY.

Signature

Date

Return to:

Palatine Commons Townhome Owners Association c/o
Imperial Asset Management, LLC
110 N Brockway St - Suite 320
Palatine, IL 60067
Phone: 847-757-7171
Email: PalatineCommons@gmail.com

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): _____

PALATINE COMMONS TOWNHOME OWNERS ASSOCIATION

ALTERATIONS & ADDITIONS HOLD HARMLESS AGREEMENT

In consideration for being allowed to make certain modifications, the Owner hereby indemnifies and holds harmless the Board, the Association, its agents and members from any and all damages, claims, controversies and causes of action resulting from installation or use of any modification, including the payment of any and all cost of litigation including attorneys' fees and witness fees. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of any exterior modification.

Signature of Owner

Printed Name

Address

Date