

RESOLUTION TO ADOPT ASSOCIATION RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

WE, THE UNDERSIGNED, being a proper majority of the Board of Managers of **Atrium Townhome Association**, at a meeting duly called for such purpose, do hereby consent to the following resolution:

WHEREAS, the Board, pursuant to its vested authority, wishes to establish rules, regulations, and policies to deal with the prevention of problems which might otherwise occur in Units which are occupied by tenants or from Unit Owners who do not reside on the property; and

WHEREAS, the Board has determined that a number of Units within the Association are likely to be or already have been leased by Unit Owners to tenants; and

WHEREAS, it is important for the Board to know who, other than the Unit Owner, is residing within each Unit; and

WHEREAS, it is important for each tenant to be aware that all tenants, their families and their guests are subject in every respect to the Declaration, By-laws and Rules and Regulations of the Association; and

WHEREAS, it is important for Unit Owners to supply their tenants with copies of the Declaration, By-laws and Rules and Regulations of the Association so that each tenant is aware of the provisions contained therein; and

WHEREAS, the Board has determined that each Unit Owner and the Unit Owner's tenants must be aware of the contractual obligation imposed by the Declaration and By-laws which are recorded against the Property; and

WHEREAS, it is essential that the Board adopt certain rules regarding leases, tenants, and non-resident Unit Owners in order to preserve, maintain and protect the Property as a whole and to insure the health, comfort, and general welfare of the other Owners and Residents of the Property; and

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution, does hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof:

I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

1. Declaration – The enabling Declaration establishing a plan for ownership for **Atrium Townhome Association** which was recorded in the Office of the Recorder of Deeds of **Dupage County**, Illinois, and as amended from time to time thereafter.
2. By-Laws – The By-Laws of **Atrium Townhome Association** and as amended from time to time thereafter.
3. Property – All the real property against which the Declaration has been recorded, including any improvements thereon.
4. Act – The Illinois Condominium Property Act, as amended from time to time, where applicable.
5. Association – **Atrium Townhome Association**, organized pursuant to the Illinois Condominium Property Act, or a Homeowners Association organized pursuant to the Illinois Not For Profit Act.
6. Board – The Board of Managers of the Association.
7. Rules or Rules and Regulations – The Rules and Regulations of the Association as adopted pursuant to the powers available to the Association and the Board.
8. Common Property – The Common Elements of the Association, as defined in the Act and the Declaration.
9. Unit – A portion of the Property which is owned exclusively by a Unit Owner.
10. Owner or Unit Owner – The owner or owners of record of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
11. Member or Member of the Association – A Unit Owner.
12. Resident – Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
13. Assessment – Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessment, special assessment, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.
14. Managing Agent or Manager – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

II. RULES

- A. All Unit Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information, shall be assessed to that Unit Owner as a Common Expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting therefrom.
- B. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
- C. Every lease shall be in writing, shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
- D. Every Unit Owner intending to lease a Unit shall give prior notice to the Managing Agent of such intention. Such notice shall be substantially in the form which is attached hereto as Exhibit A. Such notice shall be accompanied by:
 - 1. An original signed lease.
 - 2. A check payable to the Managing Agent in an amount of \$75.00 that has been approved by the Board.
 - 3. A completed Tenant Profile Form.
 - 4. A copy of the receipt showing a background check on Tenant(s) and credit check has been performed.
 - 5. A signed Crime Free Addendum, which is attached for your review.
- E. Every tenant shall execute the "Acknowledgement of Tenant Obligations and Association Rights under the Association Documents" which shall be substantially in the form attached hereto as Exhibit B.
- F. Each Unit Owner shall be responsible for complying with these Rules prior to the occupancy date of any lease of a Unit. Any expenses incurred by the Association in obtaining such compliance shall be assessed to the Unit Owner responsible as a Common Expense.
- G. In the event a Unit Owner fails to provide the information required by Paragraph II (A) or fails to furnish a copy of a lease required by Paragraph II (K), a fine shall be imposed upon such Unit Owner in the amount of **\$50.00** per item plus the sum of \$5.00 per day for each day such Unit Owner remains in violation of said Paragraphs II (A) and II (K).
- H. In the event a Unit Owner gives occupancy of a Unit proper to complying with the provisions of violation of Paragraphs II(C), II (D), and II (E), a fine shall be imposed upon such Unit Owner in the amount of **\$50.00** plus the sum of \$5.00 per day for each day such Unit Owner fails to comply with the provisions of said Paragraphs II(C), II (D), and II (E).

- I. In addition to any fine imposed pursuant to Paragraph II (G) and II (H), if a Unit Owner or tenant violates any provision of the Declaration, By-Laws or Rules and Regulation, the Board, in its discretion, shall determine what action or actions should be taken against the Unit Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- J. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible as a Common Expense.
- K. Provisions herein which relate 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. Unit Owners shall supply the Managing Agent with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

These comprehensive Rules and Regulations shall be effective upon adoption by the Board, after a meeting of the Unit Owners is called for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations and which conforms to the requirements of the Association's documents and if applicable, the Illinois Condominium Property Act.

Adopted this ^{March} 15th at ^{Clubhouse} in ^{Elmhurst} Illinois.

Being a proper majority of the Board of Managers of the **Atrium Townhome Association**.

Sahel Marlar

Miss Agnes