

**RESOLUTION OF BOARD OF DIRECTORS**  
**of**  
**REMINGTON TRAILS II TOWNHOME ASSOCIATION**

**WHEREAS**, Remington Trails II Townhome Association, an Illinois not-for-profit corporation (the "Association") is administered by a duly elected Board of Directors (the "Board") in accordance with that certain Declaration of Covenants, Conditions Easements and Restrictions For Remington Trails II Townhome Association, recorded in the office of the Recorder of Lake County, Illinois, on December 2, 2003, as Document Number 5444098, as amended from time-to-time ("Declaration") and the By-Laws of the Remington Trails II Townhome Association ("By-Laws"), and the applicable sections of the Common Interest Community Association Act; and

**WHEREAS**, Article II, Section 6(k) of the By-Laws the Board has the power to adopt such reasonable rules and regulations as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of the Property; and

**WHEREAS**, in an effort to protect the Owners and occupants of the Property the Board has determined that a Crime Free Lease Addendum would be beneficial to the Association; and

**WHEREAS**, to more efficiently and effectively administer the Association, the Board has determined that a fee should be imposed against those Owners leasing their Units.

**NOW, THEREFORE**, BE IT RESOLVED, that the Association's Rules and Regulations are hereby by modified. Rule 9.2.2 is deleted in its entirety and replaced with the new Rule 9.2.2 below and Rule 9.2.5 is hereby added to the Rules and Regulations of the Association.

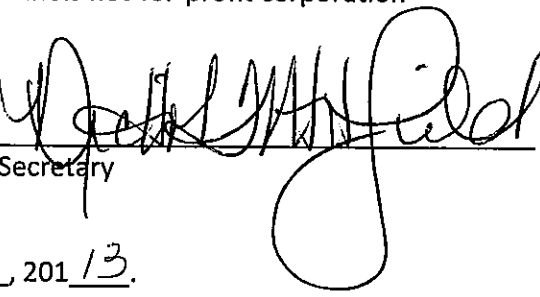
9.2.2 The lease must be in writing and shall be subject to all the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. A Rider to Lease and Crime Free Lease Addendum, which may be obtained from the Managing Agent, must be signed and attached to every lease and extension or renewal thereof, and returned with the lease to the Managing Agent prior to the commencement of the Lease. Failure to do so may result in a single or daily fine after notice and an opportunity for a hearing, and the Association may charge the Owner with any expense involved in securing documents.

9.2.5 A lease processing fee to cover the administrative costs including, but not limited to, reviewing and tracking leases shall be charged to Owners in an amount as determined by the Board from time to time.

I, Nichol Whitfield, do hereby certify that I am the duly elected and qualified Secretary of REMINGTON TRAILS II TOWNHOME ASSOCIATION, an Illinois not-for-profit corporation. I further certify that the above-stated Resolution was approved and adopted by not less than a majority of a quorum of the Association's Board of Directors at a duly called and held meeting of the Board on the 9 day of May, 20113.

REMINGTON TRAILS II TOWNHOME ASSOCIATION,  
An Illinois not-for-profit corporation

BY:

  
Its Secretary

Dated 9 day of May, 20113.

**REMINGTON TRAILS II TOWNHOME ASSOCIATION  
RIDER TO LEASE**

This Rider is added to and incorporated into the attached lease in accordance with the Rules and Regulations of Remington Trails II Townhome Association. By this Rider, the undersigned parties to said lease expressly acknowledge that the lease and the parties thereto, including any occupants not listed as parties to the lease, shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, and any failure by the parties to the lease or occupants to comply with the terms thereof shall be a default under the lease.

Remington Trails II Townhome Association shall be a third-party beneficiary of said lease and shall be entitled, but not obligated, to pursue all legal and equitable remedies available to either party or occupant under the lease in the event of any default. No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

Address: \_\_\_\_\_, Round Lake, IL

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

NOTE: Pursuant to the Rules and Regulations of the Association, a complete copy of the fully executed lease and this Rider must be given to the Managing Agent prior to the commencement of the lease term.

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PLEASE COMPLETE THE FOLLOWING FOR THE ASSOCIATION'S USE:

Owner Information:

Tenant Information:

\_\_\_\_\_  
Emergency Phone

\_\_\_\_\_  
Emergency Phone

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

## **CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a lease of the unit identified in the lease, and other valuable consideration, the sufficiency of which the Owner and Tenant acknowledge, Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited therein in any way by the Tenant or a member of the Tenant's household, shall not engage in or in any way be involved in, any criminal activity, including drug-related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined by 24 C.F.R. 5.100).
2. Tenant, any member of the Tenant's household, a guest or invitee at the unit, or on the common grounds, or any person in the unit or on the common grounds invited therein in any way by the Tenant or a member of the Tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, on or near said property.
3. Tenant and every member of the household shall not permit the dwelling unit to be used for criminal activity or to facilitate criminal activity in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.
4. Tenant, any members of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited therein in any way by the Tenant or a member of the Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. Tenant, any members of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited therein in any way by the Tenant or a member of Tenant's household, shall not engage in any illegal activity including, but not limited to, prostitution, criminal street gang recruitment, street gang criminal drug conspiracy, unlawful possession of a firearm by a street gang member, unlawful discharge of firearm projectiles, manufacture or delivery of a controlled substance, controlled substance trafficking, terrorism, intimidation, assault, battery, dog fighting, and stalking as prohibited in the Illinois Compiled Statutes, on or near the unit or common grounds, or any other activity that otherwise jeopardizes the health, safety and welfare of the Owner, the Owner's agent, other Tenants or residents, or any activity which involves imminent or actual property damage as defined in the Illinois Compiled Statutes.

6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the lease. Unless otherwise provided by law, proof of a violation of this Crime Free Lease Addendum shall not require criminal conviction. PROOF OF A VIOLATION OF THIS CRIME FREE LEASE ADDENDUM SHALL BE DETERMINED BY A PREPONDERANCE OF THE EVIDENCE. A preponderance of the evidence can be determined by, but is not limited to, a police report, police citations, information received from the police department or a police officer, or any observations made by the Owner or the Owner's agent. Further, the Tenant understands and agrees that an arrest for a described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of tenant's tenancy and occupancy.
7. Tenant, on behalf of himself/herself and his or her heirs, legatees, executors, administrators, representatives, agents, attorneys, successors and assigns hereby fully releases and forever discharges Owner and Owner's representatives, agents, successors and assigns, the community association in which the unit is located, the community association's directors, members, representatives and agents from any and all claims, demands, causes of action, damages, injuries, liabilities, liens, losses, costs and expenses of any nature whatsoever including, but not limited to, attorneys' fees, personal injury damages including death, property damages, and punitive damages that Tenant or Tenant's heirs, legatees, executors, administrators, representatives, agents, successors and assigns has or may have, whether known or unknown, resulting from, arising out of or in any way related to this Crime Free Lease Addendum.
8. Tenant consents to venue and forum in any district within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by Owner against Tenant.
9. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signer, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signer, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
10. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

11. This CRIME FREE LEASE ADDENDUM is incorporated into the lease executed or renewed between the Owner and Tenant.

WHEREFORE, This Crime Free Lease Addendum shall become legally binding when accepted below:

_____ Tenant Name	_____ Signature	_____ Date
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_____ Tenant Name	_____ Signature	_____ Date
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_____ Tenant Name	_____ Signature	_____ Date
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_____ Tenant Name	_____ Signature	_____ Date
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_____ Owner Name	_____ Owner Signature	_____ Date
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Property Address and Unit Number