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Whispering Lake Townhome Association

Rules & Regulations

JANUARY 27, 2020

**MANAGED BY:
BERKSON & SONS
847-498-6000**

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Please call the Management Company for any updated forms that may be required.

MISSION STATEMENT

As members of the Association, all residents share a common interest in:

- Maintain the appearance and general aesthetics of the property.
- Living in harmony with respect for all residents of our community.
- Maintaining full homeowner property values.

To further than awareness, the enclosed rules will provide a framework enabling the Board and staff to operate the property in an efficient manner. It is the goal of the Association to provide a fair and equitable atmosphere for all residents.

Living in a shared-interest community is a cooperative venture in which the rights of one owner may have an impact on another, therefore making it necessary to have various rules, standards, and safeguards. Consideration for your fellow neighbors and the community as a whole area are essential components of making Whispering Lake an enjoyable place to live.

RESIDENT'S CODE OF CONDUCT

Any resident or guest shall not verbally abuse whether by phone, email, or any other form of communications, the property manager, board members, vendors, staff, and all persons in the community.

GENERAL PRINCIPLES

IN CONJUNCTION WITH THE RULES AND REGULATIONS SET FORTH BY THE DECLARATION FOR THE TOWNHOME CONDOMINIUM ASSOCIATION AND THE UMBRELLA ASSOCIATION THE FOLLOWING RULES HAVE BEEN ESTABLISHED BY THE BOARD OF DIRECTORS.

To clarify the boundaries of ownership, you have purchased a condominium, which includes the air space between the walls and ceilings of the dwelling unit, including the basement and attic. The exterior components of the dwelling unit such as the siding and roofing are owned and maintained by the Townhomes Condominium Association. Certain portions of the exterior such as windows, and garage door are the responsibility of the Homeowner. All other common areas surrounding the structures including but not limited to the Clubhouse, lawns, driveways, walkways, roads and open areas are controlled and are maintained by the Umbrella Association.

To provide for the orderly and proper administration and maintenance of the Common Area, the Umbrella Association Board shall have the responsibility for administrating and maintaining the Common Area and for providing certain services to each Residential Association and their members.

A. EXTERIOR ALTERATIONS

1. No alterations, additions or improvements shall be made to the Common Areas without prior approval of the Umbrella Association Board. Proof of this approval shall be given in writing to the Townhome management company.
2. Maintenance, repair and replacement of the sliding doors, windows, front door and garage door are the responsibility of the unit owner. Replacement must be identical in appearance to the original product.
3. All repairs and replacements are to be of the professional quality and be done in a timely manner. These repairs shall be similar to the character of the construction that existed prior the repair.
4. Nothing may be done to any unit which may impair the structural integrity of the building or which may change the appearance of the building or violate the existing building codes.
5. There should be no graffiti or defacing of property or buildings with temporary or permanent media including but not limited to markers, crayons and paint.
6. The use of chalk on common area drives, walks or streets must be cleaned off at the end of the day.

B. SATELLITE DISHES

1. To protect the health, safety and welfare of the residents, all satellite dishes must be professionally installed. If the owner uses a professional to install, the unit owner must provide proof that the contractor is insured and licensed.
2. The Owner hereby indemnifies and holds harmless the Board of Manager of the Association, its agents and members from 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 from the installation. Owner agrees to be responsible for any damages to the property or any injury to any individual as a result of the installation of the dish.

C. STORM DOORS

1. Owner-installed storm doors must be all white or white with brass trim. Owner installed kick plates below the front door are to be brass only. It is recommended that Owners install storm doors for safety purposes and protection of the inner door.

D. GARAGE DOORS & COACH LIGHTS

1. Replacement of exterior coach light fixtures is the responsibility of the Association unless damaged by the unit owner. Notify the management company of any breakage or malfunctions.

2. Each owner is responsible for replacing the light bulbs in their coach lights.
3. Light bulbs are to be 60 watt equivalent and warm white in color. Please use LED or compact fluorescent bulbs.
4. If the bulb does not work due to an electrical sensor problem, please call the management company. The Association will replace the sensor.
5. Maintenance, repair and replacement of the garage door is the responsibility of the unit owner. In the case of replacement the new door must be identical in design to the original door. The homeowner is not to paint the garage door at any time. Damaged garage doors need to be replaced in a timely manner. Please call the management company if you have any questions.
6. Garage doors shall be kept closed completely overnight and when the resident is not at home and whenever possible to avoid animal infestation and theft.
7. Garage light fixtures must be visible from the street at all times. Plantings that interfere with this visibility must be pruned back or removed by the homeowner.

E. DECKS

1. Prior board approval is required to install lighting on the inside of the deck under the handrail and the stairs. Bulbs may not exceed 7 watts per fixture. We recommend professional installation in this situation.
2. Extended patio space is for the sole use of barbequing and must be approved by the Townhome Board prior to installation.
3. Deck preservation and maintenance is the responsibility of the association.
4. Walls, mesh, screening, and dividers of any kind shall not be erected to enclose any deck or patio furniture, nor may be so large as to block a neighbor's view.
5. Decks shall be kept free and clear of clutter. Decks shall not be used for storage of items such as garden tools, laundry (clothing, swim suits, towels blankets, rugs, etc.) and bicycles. Toys, kiddie pools and children's items may be used on the decks but must be stored inside overnight.
6. All outdoor cooking is restricted to the decks or brick patios only. Due to insurance liability, charcoal (non-gas) grilling is not allowed on the decks and must be restricted to brick patios only.

F. GENERAL LANDSCAPING

1. The Umbrella Association has granted an easement to use the area along the sidewalk, behind the deck and around the air conditioner for personal plantings. The Townhome Board reserves the right to set standards or restrictions as to what can be planted or used in these areas.
2. It is the responsibility of the unit owner to keep landscaped areas groomed, healthy and presentable at all times, including but not limited to the removal of dead plantings and weeds on a regular basis. Plantings are to be pruned as needed to not interfere with use of the sidewalk. No vegetation can exceed the height of the gutter. Please note: The Townhomes Association reserves the right to maintain the landscape areas if necessary and charge the homeowner back for all work.
3. If there will be no plantings in the area along the side of the garage, it is suggested that some type of ground cover (mulch) be put down for beautification.
4. All plantings and lawn ornaments of any kind are restricted to the sidewalk next to the garage, the front stoop, under the coach light and the deck.
5. Fruit or vegetable plantings are restricted to the deck only and must not exceed the top deck rails.

G. COMMON AREA LANDSCAPING (behind decks and around air conditioners)

1. A plan to install a new planting bed or to change an existing one is to be submitted in writing and approved by the Townhome Board prior to professional or personal installation.
2. The maximum width of a new planting bed can be cut in a straight or a free form style not to exceed 4 feet in depth and can span the length from corner post to corner post.
3. The Association will not be held responsible for any damages incurred to plantings during the course of any landscaping or deck maintenance, but will insure every precaution is taken to protect them.
4. If plantings are installed by the homeowner it is the responsibility to contact all utilities beforehand. (JULIE)

H. DRIVEWAYS

1. Driveways are maintained by the Umbrella Association.

I. SIGNAGE

1. One "FOR SALE" sign may be placed in a window of your choice.
2. Also refer to the Umbrella Association Rules & Regulations for additional guidelines.

3. No signage is permitted other than for Sale signs. Sale signs can only be placed in the window of the unit.

J. GARAGE ALTERATION (WINDOW INSTALLATION)

1. Prior approval to install a garage window is required by the Townhome Association. Once approved, the owner assumes all responsibility for installation, repair, maintenance and replacement.
2. Only one window is allowed and it must be the same dimensions as the existing full size windows, 45" x 66" including the aluminum trim framework. Placement is to be as close to the center of the exterior garage wall as possible as lengths vary from 195" to 204" and depending on the location of the studs. Vertical placement is to be between 4" and 11" from the roofline and 30" to 33" from the bottom edge of the siding. And repairs due to the installation of a garage window will be the responsibility of the homeowner.

K. DISPLAY OF THE AMERICAN OR MILITARY FLAG

1. Unit owners may display the American Flag and one armed forces service flag on the exterior wall of their unit. The size of the flags shall not exceed 3' x 5', must be made of fabric, cloth, displayed from a staff, front post, or in a window and should be illuminated with a white bulb not to exceed 60 watts. Any damage resulting from the installation or a flag staff or pole will be repaired at the owner's expense.

L. WINDOW TREATMENTS

1. Use of any articles as window treatment including but not limited to newspaper, clothing or bedding that would detract from the aesthetic value of the community is not allowed.

M. MOVING POLICIES AND PROCEDURES

1. Notification of a move in or move out in writing shall be made to the Association or managing agent at least seven days in advance of the scheduled date, and shall be accompanied by a \$50 moving fee and a \$200 moving deposit, of which the moving deposit will be refunded in full provided that all refuse is removed and no damage to common area property or structure is found upon final inspection.
2. Moves are allowed between the hours of 8:00 am and 8:00 pm Monday through Saturday. Sunday and Holiday moves are not permitted unless prior approval is received by the managing agent.
3. Homeowner must provide a certificate of insurance by the moving company adding Whispering Lake Umbrella and Townhome Associations as additional insurers. Trucks cannot block the ingress or egress of homeowners or emergency vehicles. Semi-trucks must enter and leave via the south road only. Trucks remaining on the property for an extended period of time are to be parked in the common area lot

behind 12900 or 13000. Trucks weighing more than 18,000 lbs. or more will not be allowed on driveways.

4. Items to be disposed of during a move including but not limited to furniture, appliances, mattresses, etc. must be handled by a special pickup as arranged in advanced through the disposal service.
5. Storage Pods or standing units are not allowed on the driveways at any time.
6. Failure to abide to these rules and regulations will result in an automatic forfeiture of the security deposit and a possible fine.
7. See managing agent for all forms that are needed.

N. LATE FEES

1. Assessments are due on the first of every month. If an individual's payment is not received in full by the end of the business day on the 15th, a \$25.00 late fee will be assessed. If the 15th falls on a weekend or holiday, assessments are due on the last business day prior to it.

O. UNIT RENTALS

1. In addition to moving policies and procedures, rentals are subject to the provisions and the rules and regulations of the Association's Declaration.
2. A copy of all **new** leases are required to be sent to the management company annually within 7 days of the lease being signed.
3. The initial lease for **new** tenant shall be at a minimum, for a period of not less than 1 year. Written leases are required. (If there are extenuating circumstances that require a tenant to leave prior to the end of the lease, the management company must be contacted and advised).
4. The landlord must provide the Whispering Lake Townhome Condominium Association with a signed copy of the lease agreement along with all the rental forms within 7 days of leasing, prior to the move in date.
5. The landlord must provide the Homeowners/Tenants with copies of the following documents immediately upon leasing the unit. Townhome and Umbrella Rules and Regulations, with a signed confirmation of receipt returned to the association within 7 days of residency.
6. The landlord must provide the Management Company with a lease **renewal** that are needed within 7 days prior to the lease **renewal** date. Forms and lease agreement not provided to the management company within 7 days prior to the lease renewal will result in a **\$300 processing fee.**

P. GARBAGE TOTES & DISPOSAL

1. No garbage totes shall be taken outside until the evening before pick up and brought back inside by midnight the same day.
2. Garbage must be contained and securely sealed in plastic bags before putting them in the totes.
3. All materials such as paper products, plastic, glass, etc. need to be contained in the recycle tote. No garbage or recyclables left out of their respective totes will be collected.
4. Only the totes provided by the association are to be used for garbage and recycling. No totes shall be placed on the grass at any time.

5. If an extra tote is needed, the Management Company shall provide one at the unit owner's expense.
6. Failure to comply with garage collection rules will result in a warning and possible fine.
7. In the event of a holiday, garbage is to be collected on the day after normal pickup. Holidays are New Year's, Memorial Day, July 4th, Thanksgiving and Christmas.
8. See Moving Policies and Procedures to arrange disposal of large, bulky items.

Q. SEASONAL DECORATIONS

1. Seasonal decorations shall not be permitted outdoors any earlier than one (1) month before the date of the holiday and must be removed not more than one (1) month after the date of the holiday.
2. Personal decorations are not permitted on Common Area property.
3. Decorations must be affixed with removal clips.
4. Live decorations, i.e. trees, wreaths etc., are to be brought out for disposal on regular trash pickup days only. They may not be placed on common area property or left on decks longer than 6 days.

R. PARKING

1. Driveways are considered common area property and maintained by the Umbrella Association. When parking in the driveways, vehicles are to be parked within the confines of the garage door only, in order to provide egress or ingress from the dwelling unit. Parked vehicles (residents, service vehicles, etc.) in shared driveways must not block access to any driveway or sidewalk or prevent access to the street.
2. Parking is not allowed on the inner (or pond) side of Heiden Circle at any time.
3. Visitors parking is designed for visitors only, not intended for Residents use.

S. MANDATORY UNIT OWNER INSURANCE COVERAGE

1. All unit owners in the Association are required to obtain condominium insurance covering their personal property. Limits of liability of at least \$100,000 are required.
2. The personal policy of the unit owner must include the deductible of the owner whose unit is damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

3. Each unit owner will be responsible to provide to the management company evidence of insurance in the form of a “Certificate of Insurance” issued by the insurance agent annually.
4. In the event the unit owner does not provide evidence of sufficient insurance, to the Association, the Board of Managers may at its sole discretion purchase the insurance coverage and charge the premium cost back to the unit owner.

T. EMERGENCY CONTACT

1. All unit owners must have a current owner and tenant information record on file with the management company and are responsible to update information as necessary. From time to time, the Management Company may request additional information.

U. VIOLATION FINE SCHEDULE

1. Notice of a fine shall be in writing and mailed to the Homeowners address. If the Owner fails to request, in writing, a hearing within 14 days of the date of notice, the fine will be considered final and collectable in the same manner as the assessments. If the Board member determines that a violation has occurred the Homeowner shall be fined the amount as set forth above.

1st Violation	\$50.00 or at the discretion of the Board of Directors
2nd Violation	\$100.00 (same offense)
3rd Violation	\$200.00 (same offense)
Four of more Violations	At the discretion of the Board of Directors (same offense)

WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
NEW HOMEOWNER INFORMATION

All information obtained will be kept confidential and will be used for association purposes only.

This document has also been supplied to give you notice that the Association's Declaration, which has been recorded against the property, provides that all purchases of units upon acceptance of a deed, agree to be bound by the provisions of the Declaration, Bylaws and Rules and Regulations of the Association, including rules related to such items as pets, parking and uses of the units. The Declaration further provides that you are obligated to pay all regular and special assessments to the Association as wells as other lawful charges levied pursuant to the Association documents, even if you feel that the Association has not provided necessary services. The Association may charge you the costs and expenses of collecting assessments and other charges, including attorney's fees, which at times may exceed the amount sought to be collected.

Please Print or Type - Use N/A if not applicable

Homeowner's Name (s) _____

Previous Address _____ City _____ State _____ Zip Code _____

Telephone (home) _____ Work _____ Cell _____

Email Address _____

Name of all other persons to reside in unit:

_____ Relationship _____

_____ Relationship _____

_____ Relationship _____

_____ Relationship _____

Pets _____

Present Employer _____ Address _____ Telephone _____

Job Title _____

Present Employer _____ Address _____ Telephone _____

Job Title _____

Vehicles License plate number

Vehicles License plate number

Emergency Contact Name and Number

Move in Date _____ (please notify Management Company when known)

I, (we) the unit owners of _____
Street Address City State Zip Code

Affirm our understanding of and agree with the provisions set forth, and certifies the correctness of the information given.

Unit Owner Signature(s)

Date

I (we) the homeowners of the Condominium Unit described above, declare that I, (we) have read the "Declaration of Condominium Ownership and the Rules & Regulations for Whispering Lake Townhome Condominium Association and any amendment or amendments thereto, and understand that I (we) shall at all times hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein established by the Owners of Directors as duly provided for in the aforesaid "Declaration of Condominium".

Homeowner(s) Signature(s)

Mandatory unit owner insurance coverage

Each unit owner is responsible to provide the management company with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent, providing the coverage by or before occupancy.

WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
MOVING REQUEST FORM

Name: _____

Address: _____

Email Address: _____

Phone: Home: _____ Work: _____ Cell: _____

Type of Move: (please check)

_____ Move in Date: _____

_____ Move out Date: _____

From the hours of: _____ to: _____

A \$250 Moving Fee shall be paid to the Association before any move in or out of the property. \$50 of this fee is non-refundable. Up to \$200 may be refunded after the move, if all rules are complied with and no damage was caused to the common areas during the move. These amounts may change from time to time. Please contact the Management Company for any updates.

You must notify the management company of the date you are moving. Moves are allowed Monday-Saturday between the hours of 8 am – 8 pm. Sunday and holidays are not permitted. All garbage, furniture, appliances, etc. must be disposed of immediately with a special pick up of the garage company, Prairie Land. Their phone number is 847-381-9300.

If you are using a professional moving truck company, the moving truck company must provide us with a certificate of insurance, naming Whispering Lake Umbrella & Townhomes Association as additionally insurers. Moving POD's are not allowed on the property at any time.

Failure to abide by the Moving Rules and Regulations will result in an automatic forfeiture of the \$250 Moving Fee.

Mail Refund to:

Name: _____

Address: _____

City/Zip Code: _____

Telephone: _____

**Return completed form with moving fee to: Berkson & Sons
333 Skokie Blvd. Suite #111
Northbrook, IL. 60062**

WHISPERING LAKE TOWNHOME ASSOCIATION VEHICLE REGISTRATION
--

Date: _____

Tenant Name: _____ Unit #: _____

Email Address: _____

Vehicle Information:

Owner's name of vehicle: _____

License Plate: _____

Municipality & Sticker No.: _____

Make of Car: _____

Model: _____

Color: _____

Vehicle Information:

Owner's name of vehicle: _____

License Plate: _____

Municipality & Sticker No.: _____

Make of Car: _____

Model: _____

Color: _____

**WHISPERING LAKE TOWNHOME ASSOCIATION
PET AGREEMENT**

It becomes effective on _____ (date).

Homeowner and or Homeowners/Tenants desire to keep the following described pet(s) in the Townhome unit # _____

Type: _____

Breed: _____

Name: _____

Weight: _____

in the dwelling they occupy referred to above. Homeowners/Tenants agree to the following terms and conditions in exchange for their permission:

- 1) Homeowners/Tenants agree that they are solely responsible for the maintenance of the above described pet, and agree to keep their pet under control at all times.
- 2) Homeowners/Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
- 3) Homeowners/Tenants agree to adhere to local ordinances, including leash and licensing requirements.
- 4) Homeowners/Tenants agree not to leave their pet unattended for unreasonable periods.
- 5) Homeowners/Tenants agree to clean up after their pet and to dispose of their pet's waste properly and quickly.
- 6) Homeowners/Tenants agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Manager.
- 7) Homeowners/Tenants agree to provide their pet with an identification tag that the pet will wear at all times while on the premises.
- 8) Homeowners/Tenants agree not to breed or allow the pet to reproduce, but if this should occur, the pet's offspring will be placed within eight weeks of birth.
- 9) Homeowners/Tenants agree to immediately pay for any damage, loss, or expense caused by their pet (s).
- 10) Homeowners/Tenants agree to pay for pest infestation services resulting from pets allowed in the property by tenant after termination of occupancy.
- 11) Homeowners/Tenants agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted. Homeowners/Tenants agree to furnish the Owners with a picture of their pet prior to occupancy.
- 12) Homeowners/Tenants agree that the Owners reserve the right to revoke permission to keep the pet should the Homeowners/Tenants break this agreement. Homeowners/Tenants will be given 3 days to remove the pet from the premises.
- 13) Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be removed according to law.

14) All recorded violations will be handled in accordance with the procedures of enforcement against violations:

1st violation Written Notice

2nd violation \$100 Fine

3rd violation \$200 Fine

4th violation Pet shall be removed from premises

Property Manager: _____

Tenant: _____

Tenant: _____

Date: _____

WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
NOTICE OF INTENT TO SELL

Date: _____

To: Whispering Lake Townhome Condominium Association
C/o Berkson & Sons
333 Skokie Blvd. Suite #111
Northbrook, IL 60062

From: _____
Unit Owner (s)

Address: _____
 Street City State Zip Code

Closing date: _____

Realtor's Name: _____ Phone #: _____

Attorney's Name: _____ Phone #: _____

In accordance with the Rules & Regulations established by the Board of Directors, I (we) hereby, submit to the Management Company this Notice of Intent to Sell the above-described unit to the party or parties herewith, and upon the terms specified.

In response to the request for closing documents, please be advised that all fees and requested information must be submitted before Whispering Lake Townhome Condo Association Management Company will provide the documents you need for closing. All assessments must be paid through the month of closing before a release will be issued.

There is a Whispering Lake Townhome Condo Association Management fee of \$225, payable to Berkson & Sons for all the necessary paperwork associated with the closing and all assessments must be paid through the month of closing before a paid assessment letter will be issued. This fee may change from time to time. Contact the Management Company for any updates. The Whispering Lake Umbrella Association is managed by AFV Management at 847-816-9300. Please contact them for any necessary paperwork you will need from them for the closing.

To obtain a certificate of insurance, please contact Community Association Underwriters of America at 267-757-7184.

Once all payments (moving, closing, assessment, management fee) are received, the Management Company will provide a current budget, financial statement and a paid assessment letter. If other documents are required, please contact the Management Company.

Please note ten (10) workdays are required for completion of the documents.

NOTICE OF INTENT TO LEASE TOWNHOME CONDOMINIUM UNIT

This document is to be COMPLETELY filled out and returned to the Management Company

Date: _____

Address of unit: _____

In accordance with the provisions of the Declaration and By Laws of Condominium Ownership of the Association; and pursuant to the Rules & Regulations adopted from time to time. I (we) hereby submit this notice of intent to lease the about unit, and only to:

Name of Renter

Email Address

Name of Renter

Email Address

I am enclosing the following:

1. Lease application signed by future tenant.
2. Tenant information forms of the future tenant.
3. Once the application is approved by the Board, a copy of the fully executed lease agreement.

I understand that my tenant will be advised about his obligations under the Association’s Declaration, Bylaws and Rules & Regulations, that the tenant will be required to sign an “Acknowledgement of Tenant Obligations and Association Rights Under the Condominium Documents” by the terms of which the tenant will acknowledge, among other things, the Homeowners/Tenants obligations under the Condominium Documents and the tenant’s understanding that in the event of the Homeowners/Tenants failure to comply with the Condominium Documents, the lease could be terminated and the tenant evicted.

I further understand that the Association does not bear any responsibility whatsoever for my Homeowners/Tenants performance of the terms and condition of the lease.

Date

Owner (s) _____

**WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
TENANT/RENTER INFORMATION**

Unit Address: _____

Unit Owner Information

Tenant/Renter Information

Name: _____

Name: _____

Name: _____

Name: _____

Home Phone: _____

Home Phone: _____

Cell Phone: _____

Cell Phone: _____

Email Address: _____

Email Address: _____

List names of all occupants

Adults _____ Children under the age of 18 _____ Pets/Type _____

Vehicles owned and/or operated by each tenant/renter

Vehicle Owner's Name: _____ Plate #: _____ Make: _____ Model: _____

Vehicle Owner's Name: _____ Plate #: _____ Make: _____ Model: _____

Vehicle Owner's Name: _____ Plate #: _____ Make: _____ Model: _____

In case of an emergency, please notify:

Name: _____

Relationship: _____

Address: _____

Home Phone: _____

Cell #: _____

Email address: _____

My signature on this form indicates I have received and read the Rules & Regulations.

Offsite owners hereby confirms their Homeowners/Tenants has received and read the Rules & Regulations.

Signature: _____

Date: _____

Signature: _____

Date: _____

UNIT LEASE RIDER BETWEEN UNIT OWNER AND TENANT

This Rider is attached to and is part of a certain lease dated the ____ day of _____, 20____, (Herein referred to as the “Lease”) between:

Lessor: _____ and, as Lessee, _____

For the condominium unit located at _____ Heiden Circle in Lake Bluff, IL 60044 (hereinafter referred to as the “Premises”). In the event of any conflict in the terms of the Lease and the terms of this Rider, the terms of this Rider shall control.

Lessor and Lessee acknowledge the following:

- A. The Whispering Lake Townhome Association (the “Association”) is not the “Landlord” and is not liable to the Lessee for failure to provide services required of a Landlord.
- B. Lessor will provide access to the premises upon 24 hours’ notice to make necessary repairs to the common elements of the Property of those portions of the Premises affecting the common elements of other units on the Property. In the event of emergencies, Lessor and Lessee authorize the Association or its agent to enter the Premises without notice.
- C. Lessee shall not repair any portion of the common element(s) on the Property, and any repairs to the Premises by the Lessee shall be performed in accordance with the Association’s Declaration and By-Laws.

Dated at _____, Illinois, this ____ day of _____, 20____

LESSOR(S): _____

LESSEE(S): _____

ACKNOWLEDGEMENT BY TENANT

Obligations and Association Rights under the Condominium Documents

The undersigned (the “Tenant”) acknowledges that:

- a. The Tenant has received a copy of the Rules and Regulations.
- b. The Tenant is required to comply with the provisions of the Rules and Regulations and that should the Tenant fails to comply, a fine could be imposed on the Tenant and/or the Tenant’s lease could be terminated and the Tenant evicted.
- c. The Association or its managing agent is not responsible or accountable to the Tenant for any representations made to the undersigned by the unit owner, real-estate salespersons, attorneys or other parties.
- d. The Association or its managing agent is not the owner of the unit being rented and is not liable to the Tenant for the owner’s failure to provide the services required to be provided pursuant to the lease.
- e. Access to the unit must be provided upon 24 hours’ notice to make repairs to the common elements of the property of those portions of the unit affecting the common elements or other units on the property. In the event of an emergency, the Association or its agent may enter the premises without notice.
- f. No repairs to any portion of the common elements of the Association may be made, and that any repairs to the unit shall be performed in accordance with the Condominium Documents.

We hereby certify that the above statements are true. I further authorize the Condominium Association or its duty authorized agent to make whatever investigation may be deemed necessary, including but not limited to a credit investigation.

Signed this _____ day of _____ 20_____

Tenant: _____

Tenant: _____

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 VIOLATOR

Violator's Name	Address	Unit No.	Phone #
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Name	Address	Unit # & Phone # of Unit Owner, if different
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INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
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Section (s) of Declaration, By-laws or Rules & regulations which was violated

Witness's Name	Address	Unit No.	Phone number
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Witness' Observations:

Were any photographs or sound recordings made? Yes or No By Whom? _____

Include all tapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE 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.

Signature	Date Signed
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