

ARBORS OF BUFFALO GROVE
CONDOMINIUM ASSOCIATION

AMENDED & RESTATED
CRIME FREE LEASING RESOLUTION

WHEREAS, the Arbors of Buffalo Grove condominium Association (“Association”) is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common elements at the property commonly known as the Arbors; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Condominium Ownership and By-Laws; 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;

WHEREAS, the Board of Directors has previously deemed it to be in the best interests of the Association to adopt the rules implementing a Crime-Free Leasing Program;

WHEREAS, on April 25, 2019 the County of Cook amended Chapter 42 Human Relations, Section 42-38 of the Cook County Code (the “Just Housing Amendment”) to implement restrictions on the consideration of criminal history in the housing process, and

WHEREAS, the Board of Directors, for purposes of ensuring compliance with the Just Housing Amendment deems it necessary to revise and update its Crime Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Arbors of Buffalo Grove Condominium Association are amended to include the following provisions:

LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

It is the owner’s responsibility to comply with the following:

Provide the Association with a copy of the lease, executed lease rider, Crime Free Lease Addendum, signed Certification of Compliance with the Just Housing Amendment, and proof of homeowner’s insurance (a certificate of insurance or a binder will be acceptable) no less than ten days prior to occupancy. The lease must include names of all the residents. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. **All Owners shall pay a New Tenant Registration Fee of \$50.00 to the Association for each new lease. This charge will include a copy of the Declaration, By-Laws, Rules and Regulations and new parking passes for the new tenant(s). (This fee does not include a criminal background check).**

During the terms of the lease, no new roommate may move in without a new lease being generated, containing the name of all tenants residing in the unit, (A new roommate is someone staying longer than 30 days). A copy of the new lease, new lease rider and **Crime Free Lease Addendum** must be sent to the management office. A background criminal check must be done on the new person(s) prior to moving in. All moving rules must be followed during this time.

There are several important items that every investor-owner must consider before leasing his/her unit. The Arbors is a Crime Free Community and has implements this program:

- A. Owners must notify prospective tenants that the Arbors is a **Crime Free Community**.
- B. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate that they have seen it prior to completing the application.
- C. Owners must get a completed application from prospective tenants.

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- D. Owners must do a criminal background check on prospective tenants over the age of eighteen (18) who pass the preemptive inquiry required by the Just Housing Amendment prior to their move into a unit. This must be done for everyone residing in the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit. The following name is a suggested provider of these services, however, it is not mandatory that you use either, so long as the information received is from a reputable search company and the information provided conforms to the specifications of the Association's Crime Free Leasing Program:

Tenant Background Search

www.tenantbackgroundsearch.com

SHOULD ANY OWNER FAIL TO COMPLY WITH SECTION I, A, B C OR D ABOVE, THEY WILL BE FINED \$100.00 PER MONTH UNTIL DOCUMENTATION IS RECEIVED.

- E. All leases must be in writing and for a period of not less than one year unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. Owner must get the **Crime Free Lease Addendum** and the **Lease signed by all tenants** and must make it a part of their lease. The Owner is also required to submit a signed copy of the Addendum to the Arbors' property management company prior to leasing their premises, along with the Resident Information form stating their number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make and model of vehicles used by the occupants.
- F. All leases must be current. The management office must be sent a copy of all updated leases and lease riders 10 days prior to the effective date of renewal. Failure to do so will result in a \$100.00 fine. Additionally, 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, the Association 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.
- G. Discrimination on the basis of age, race, color, religion, national origin, ancestry, sexual orientation, marital status, sex, or covered criminal history, as such is defined in the Just Housing ordinance, is not allowed.
- H. If a tenant violates the documents or rules and regulations, the Owner shall also be held responsible.
- I. Any violation of the Declarations, By-Laws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, barring a tenant from moving in or initiating eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.
- J. Sub-leasing is not allowed.
- K. Owners may not rent their units to any person or persons who: (a) have a current sex offender registration requirement pursuant to the Sex Offender Registration Act (or similar law in another jurisdiction); (b) a current child sex offender residency restriction; (c) have a criminal conviction, provided that the owner conducts an individualized assessment, and the individualized assessment shows that denial based on the criminal conviction is necessary to protect against a demonstrable risk to personal safety and/or property of others affected by the transaction.

A VIOLATION OF SECTIONS F, G, H, I, J OR K AS SET FORTH ABOVE MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION.

Anytime a crime is committed on this property, which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines will be assessed to the owner of the respective unit involved.

Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter.

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1 st Offense	\$50.00
2 nd Offense	\$250.00
Thereafter	\$500.00

Activities on this property such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1 st Offense	\$250.00
Thereafter	\$500.00

Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1 st Offense and thereafter	\$1,000.00 per incident
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This updated policy becomes effective _____, 2020. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is affected. Owners remain responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are responsible for compliance with the Just Housing Amendment and providing their tenants with all required disclosure in addition to information regarding this program and letting them know that crime will not be tolerated at Arbors of Buffalo Grove.

Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the crime or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

All expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

APPROVED THIS _____ DAY OF _____, 2020.

Board of Directors
The Arbors of Buffalo Grove Condominium Association

By: _____
Its President, Adrian Zawadzki

ATTEST:

By: _____
Community Manager, Jordan Schaefer

COOK COUNTY COMMISSION ON HUMAN RIGHTS

69 W. Washington Street, Suite 3040

Chicago, Illinois 60602



SUBSTANTIVE AND PROCEDURAL RULES

GOVERNING THE COOK COUNTY HUMAN RIGHTS ORDINANCE

Revised December 31, 2019

introduced in said fashion to the employer and to the assigned Hearing Officer.

Section 630.200 Pre-employment Health Inquiries Prohibited

An employer may not seek medical information of any nature from an applicant for a position. An employer may inquire only as to whether the applicant is able to perform the essential functions of the position under consideration with or without a reasonable accommodation. An employer may condition a final offer of employment upon successful completion of a medical examination and may require such an examination as a condition of employment, but only after having offered the position contingent upon successful completion of the examination.

Section 630.210 Confidentiality of Medical Records

All information regarding the medical condition or history of the applicant obtained by an employer as the result of a pre-employment health inquiry or request for accommodation shall be collected and maintained on separate forms and in separate medical files and be treated as a confidential medical record, except that:

- (A) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- (B) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- (C) Commission members and staff and agents of the Commission investigating or adjudicating complaints filed under this Ordinance shall be provided relevant information on request.

PART 700 JUST HOUSING AMENDMENT INTERPRETIVE RULES (added 12/31/19)

Section 700.100 Prohibition of Discrimination

Article II of the Cook County Human Rights Ordinance ("Ordinance") prohibits unlawful discrimination, as defined in §42-31, against a person because of any of the following: race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge, source of income, gender identity or housing status.

Additionally, any written or unwritten housing policy or practice that discriminates against applicants based on their criminal history, as defined in § 42-38(a) of the Ordinance, is a violation of the Ordinance. Any written or unwritten housing policy or practice which discriminates against applicants based on their convictions, as defined in § 42-38(a) of the Ordinance, prior to the completion of an individualized assessment violates the Ordinance.

Nothing in this section shall be interpreted as prohibiting a housing provider from denying housing to an applicant based on their criminal conviction history when required by federal or state law.

SUBPART 710 AUTHORITY AND APPLICABILITY

Section 710.100 Authority

These rules are adopted in accordance with the authority vested in the Cook County Commission on Human Rights ("Commission"), pursuant to § 42-34(e)(5) and §42-38(c)(5)(c) of the Ordinance, to adopt rules and regulations necessary to implement the Commission's powers.

Section 710.110 Applicability

These rules shall go into effect on the effective date of the Just Housing Amendment (No. 19- 2394) to the Ordinance and shall only apply to claims that arise out of actions that occur on or after the effective date of the amendments.

SUBPART 720 DEFINITIONS

Section 720.100 Business Day

"Business Day" means any day except any Saturday, Sunday, or any day which is a federal or State of Illinois legal holiday.

Section 720.120 Demonstrable Risk

"Demonstrable risk," as referenced in § 42-38(c)(5)(c), refers to the likelihood of harm to other residents' personal safety and/or likelihood of serious damage to property. When the applicant is a person with a disability, "demonstrable risk" must be based on (a) objective evidence and (b) a conclusion that any purported risk cannot be reduced or eliminated by a reasonable accommodation.

Section 720.130 Individualized Assessment

"Individualized Assessment," as referenced in § 42-38(a) means a process by which a person considers all factors relevant to an individual's conviction history from the previous three (3) years. An individualized assessment is not required for convictions that are more than three (3) years old. Factors that may be considered in performing the Individualized Assessment include, but are not limited to:

- (1) The nature and severity of the criminal offense and how recently it occurred;
- (2) The nature of the sentencing;
- (3) The number of the applicant's criminal convictions;
- (4) The length of time that has passed since the applicant's most recent conviction;
- (5) The age of the individual at the time the criminal offense occurred;
- (6) Evidence of rehabilitation;
- (7) The individual history as a tenant before and/or after the conviction;

- (8) Whether the criminal conviction(s) was related to or a product of the applicant's disability; and
- (9) If the applicant is a person with a disability, whether any reasonable accommodation could be provided to ameliorate any purported demonstrable risk.

Section 720.140 Relevance

"Relevance," as referenced in § 42-38(e)(2), refers to the degree to which an individual's conviction history makes it likely that the applicant poses a demonstrable risk to the personal safety and/or property of others.

Section 720.150 Tenant Selection Criteria

"Tenant selection criteria," as referenced in § 42-38(e)(2)(a), means the criteria, standards and/or policies used to evaluate whether an applicant qualifies for admission to occupancy or continued residency. The criteria, standards and/or policies concerning the applicant's conviction history from the previous three (3) years shall apply only after a housing applicant has been pre-qualified. The criteria must explain how applicants' criminal conviction history from the previous three (3) years will be evaluated to determine whether their conviction history poses a demonstrable risk to personal safety or property.

SUBPART 730 TWO STEP TENANT SCREENING PROCESS

Section 730.100 Notice of Tenant Selection Criteria and Screening Process

Before accepting an application fee, a housing provider must disclose to the applicant the following information:

- (A) The tenant selection criteria, which describes how an applicant will be evaluated to determine whether to rent or lease to the applicant;
- (B) The applicant's right to provide evidence demonstrating inaccuracies within the applicant's conviction history, or evidence of rehabilitation and other mitigating factors as described in § 740.100(B) below; and
- (C) A copy of Part 700 of the Commission's procedural rules or a link to the Commission's website, with the address and phone number of the Commission.

Section 730.110 Step One: Pre-Qualification

No person shall inquire about, consider or require disclosure of criminal conviction history before the prequalification process is complete, and the housing provider has determined the applicant has satisfied all other application criteria for housing or continued occupancy.

Section 730.120 Notice of Pre-Qualification

Once a housing provider determines an applicant has satisfied the pre-qualification standards for housing, the housing provider shall notify the applicant that the first step of the screening procedure has been satisfied and that a criminal background check will be performed or

solicited.

Section 730.130 Step Two: Criminal Background Check

After a housing provider sends the notice of pre-qualification required by Section 730.120, a housing provider may conduct a criminal background check on the prequalified applicant.

However, the housing provider may not consider any information related to the criminal convictions that are more than three (3) years old or any covered criminal history as defined in Section 42-38(a) of the Ordinance.

SUBPART 740 CONVICTION DISPUTE PROCESS

Section 740.100 Notice

Within five days of obtaining a background check on an applicant, the housing provider must deliver a copy of the background check to the applicant. The housing provider must complete delivery in one of the following ways: (1) in person, (2) by certified mail, or (3) by electronic communication (e.g., text, email).

Section 740.110 Opportunity to Dispute the Accuracy and Relevance of Convictions

Once a housing provider complies with the requirements of Section 740.100, the applicant shall have an additional five (5) business days to produce evidence that disputes the accuracy or relevance of information related to any criminal convictions from the last three (3) years.

Section 740.120 Dispute Procedures and Other Applicants

Nothing in these rules shall prevent a housing provider from approving another pre-qualified individual's housing application during the pendency of the criminal conviction dispute process.

SUBPART 750 REVIEW PROCESS

Section 750.100 General

After giving an applicant the opportunity to dispute the accuracy and/or relevance of a conviction, a housing provider shall conduct an individualized assessment, in accordance with Sections 720.120 through 720.140. of these rules, to determine whether the individual poses a demonstrable risk. If the applicant poses a demonstrable risk, the housing provider may deny the individual housing.

Section 750.110 Exceptions

A housing provider must perform an individualized assessment prior to denying an individual housing based on criminal conviction history, except in the following circumstances:

- (A) A current sex offender registration requirement pursuant to the Sex Offender Registration Act (or similar law in another jurisdiction); and/or

- (B) A current child sex offender residency restriction.

Section 750.120 Prohibited Factors

Any person conducting an individualized assessment, as defined in Section 720.130 of these rules, is prohibited from basing any adverse housing decision, in whole or in part, upon a conviction that occurred more than (3) years from the date of the housing application.

SUBPART 760 NOTICE OF FINAL DECISION

Section 760.100 Decision Deadline

A housing provider must either approve or deny an individual's housing application within three (3) business days of receipt of information from the applicant disputing or rebutting the information contained in the criminal background check.

Section 760.110 Written Notice of Denial

- (A) Any denial of admission or continued occupancy based on a conviction must be in writing and must provide the applicant an explanation of why denial based on criminal conviction is necessary to protect against a demonstrable risk of harm to personal safety and/or property.
- (B) The written denial must also contain a statement informing the housing applicant of their right to file a complaint with the Commission.

Section 760.120 Confidentiality

The housing provider must limit the use and distribution of information obtained in performing the applicant's criminal background check. The housing provider must keep any information gathered confidential and in keeping with the requirements of the Ordinance.

SUBPART 770 EVALUATION

Section 770.100 Evaluation and Report

The Commission on Human Rights shall conduct an evaluation of the rules implementing the Just Housing Amendment to the Cook County Human Rights Ordinance to determine whether the rules should be amended to better effectuate the Amendment's purpose. The evaluation shall include an analysis of whether applicants who receive a positive individualized assessment from housing providers are ultimately admitted into the unit that they applied for. This analysis will inform the Commission on Human Rights on whether it needs to modify the rules to re-instate a requirement that housing providers hold the unit open during the individualized assessment process. In addition, the evaluation should include data about complaints brought under the Just Housing Amendment. The evaluation shall be completed and made publicly available by March 31, 2021.

Pre-Approved Contractor List

A pre-approved contractor is a contractor that the Association trusts. All pre-approved contractors have access to our maintenance rooms and roof tops without needing to request a service appointment with our Maintenance staff.

ALL OTHER CONTRACTORS THAT COME ON SITE MUST FOLLOW THE RULES AT THE BOTTOM FOR SCHEDULING AN APPOINTMENT TO ACCESS MAINTENANCE ROOMS OR THE ROOF WITH UNKNOWN CONTRACTORS.

HVAC CONTRACTORS

Arlington Heights Heating and Cooling
1346 Ridge Avenue
Elk Grove Village, Illinois 60007

(847) 392-8847
www.arlhvac.com/

All-Temp Heating and Air Conditioning
124 E Liberty Street
Wauconda, Illinois 60084

(847) 526-9082
www.alltemp.net/

Assurance Heating and Air Conditioning
760 Hastings Drive
Buffalo Grove, Illinois 60089

(847) 729-4328
www.assurancehvac.com/

Althoff Industries
8001 S. Route 31
Crystal lake, Illinois 60014

(815) 814-4107
www.althoffhome.com/

Excel Plumbing
91 Marquardt Drive
Wheeling, Illinois 60090

(847) 509-9330
www.excelplumbing.us/

PLUMBING & WATER SHUT OFFS

Capps Plumbing
90 W Marquardt Drive
Wheeling, Illinois 60090

(847) 459-7385
www.cappsplumbing.com/

Althoff Industries
8001 S. Route 31
Crystal lake, Illinois 60014

(815) 814-4107
www.althoffhome.com/

Excel Plumbing
91 Marquardt Drive
Wheeling, Illinois 60090

(847) 509-9330
www.excelplumbing.us/



ELECTRICAL

Althoff Industries
8001 S. Route 31
Crystal lake, Illinois 60014

(815) 814-4107
www.althoffhome.com/

Klees Electric
171 S Wheeling Road
Wheeling, Illinois 60090

(847) 541-6289
www.kleeselectric.com/

Current Electric / Advanced Energy Systems
2418 Highview St., Suite A
Spring Grove, IL 60081

(815) 675-1555

PAINTING & CONSTRUCTION

Geraci Painting & Decorating
11 Upper Pond Road
South Barrington, IL 60010

(847) 227-1170
www.geracipainting.com/

Unknown Contractors

As a resident of the Arbors you have the right to use any contractor you wish on your personal projects. In order to access Association property, the Board of Directors and Management require that your contractor of choice provide the Maintenance department the following information. This is not negotiable. All items below must be followed or we will not provide your contractor access to the Maintenance Rooms or Rooftops.

1. Certificate of Insurance showing Arbors of Buffalo Grove Condominiums as additionally insured from the contractor's insurance company. They should use the following address for the property:

Name:	Arbors Condominiums
Office Address:	750 W. Lake Cook Road, Suite 190 Buffalo Grove, IL 60089
Site Address:	6 Oak Creek Drive Buffalo Grove, IL 60089
2. On the Certificate of Insurance, the contractor must have Workers Compensation Insurance listed in excess of \$1,000,000.
3. On the Certificate of Insurance, the contractor must have General Liability Insurance listed in excess of \$1,000,000.
4. The contractor must schedule an appointment with Maintenance to access the Rooftop or Maintenance Room. This must be a precise scheduling, and not a time range (ex. 9 am to 12 pm). Maintenance staff must be on premises during that date. Management cannot and will not allow you access to these areas.
5. Accessing the roof or maintenance rooms without permission or providing this information will result in a significant fine for the resident and the possible banning of the contractor from further work at the Arbors Condominiums.