

2626 Lakeview Condominium Association
LEASE PACKET

OWNER: _____

UNIT: _____

Dear Unit Owner:

You are being furnished this packet because we have been notified that you intend to lease your unit.

Before you can consummate the lease of your unit, you must first fulfill certain requirements of the 2626 Lakeview Condominium Association. These requirements apply to the lease of any unit in the Association. Failure to fulfill these requirements could delay the start of your lease, and postpone a move-in.

These requirements are primarily to furnish information to the Association about the lease and about the prospective tenant of your unit. Once all required information and paperwork have been received, the Association will decide whether or not to exercise its prior right to lease your unit upon the same terms being proposed by the prospective tenant. Although rarely done, it is the right of the Association to do so.

The Board of Directors of the 2626 Lakeview Condominium Association duly adopted the following procedures with regard to leases of units:

Unit Owners shall request the 2626 Lakeview Condominium Association to waive its rights of first refusal for any lease by submitting the following documents, that may be amended from time to time, and that are attached as exhibits and incorporated as a part hereof:

- Payment of the transfer fee in the form of a cashier's check or money order payable to the 2626 Lakeview Condominium Association, and equal to one month's assessment on the subject unit
- Notice of Intent to Lease
- Copy of Lease using only the **Chicago Residential Lease** form
- Certified check or money order covering all outstanding fees and charges owed to the Association by the owner and/or the owner's tenant
- Information sheets

All documents submitted must be fully completed and executed. A legible copy of each document is required at time of filing. The Association will not make copies. Notice shall not be deemed given to the Association until and unless all of the foregoing requirements terms have been met. Only complete packets will be accepted.

Lessor's Initials: _____

a.

The authority granted to the Board of Directors is derived from the Amended and Restated Declaration of Condominium Ownership for the 2626 Lakeview Condominium Association ("Declaration"), as recorded on October February 25, 2000, and amended from time to time.

According to Section 18 of the Declaration, titled "Transfer of a Unit- First Option to Association": The Association retains the right of first refusal. Unit owners wishing to lease their units are urged to read the Declaration and By-Laws carefully. The responsibility for notifying the Association and producing the required documents rests solely on the unit owner(s). It is for this purpose that the attached documents have been made a part of the process.

After you supply all required documents, the Association is allowed a period of **30** days to decide whether to exercise or waive its right. You should not plan to commence a lease of your unit until first receiving the Association's response.

Regarding this matter, the Association has two obligations:

- Examine the documents you furnished to the Association.
- Once all such documents are furnished, the Association may either exercise or waive its option to lease your unit.

The Association has no obligation to seek or obtain information or complete the documentation for your unit or about the prospective tenant. This is the responsibility of the unit owner and/or unit owner's representative.

The attached forms should give you a better understanding of the requirements you must fulfill.

Please feel free to contact the on-site management office of the Association if you have any questions concerning this letter or the attached material.

Pages **not** requiring signatures, **must be initialed by all the parties** as indicated signifying they have been read and understood. Please return all pages in duplicate. Inapplicable pages may be crossed out, but not discarded.

Sincerely,

2626 Lakeview Condominium Association

Lessor's Initials: _____

b.

Below is a checklist of items which must be submitted before the process of the waiver of the First Option to lease will begin. Again, it is the responsibility of the Unit Owner to make sure these documents and accompanying fees are presented to the Management Office.

FEE - The following transfer fee applies to the lease of this unit:

A non-refundable fee equal to one month's assessment in the form of a cashier's check/money order, payable to 2626 Lakeview Condominium Association.

FORMS – If the following forms are not fully completed and submitted to the Management Office with the above mentioned transfer fee, they will not be submitted to the Board of Directors for approval and your move may be delayed.

- | | |
|--|------------|
| a) Unit Owner Letter | pages a, b |
| b) Unit Owner Checklist | page c |
| c) Notice of Intent to Lease | page 1 |
| d) Information Regarding Lessee | page 2 |
| e) Non-Smoking Building | page 3 |
| f) Smoke Detectors | page 3 |
| g) A Pet Friendly Building | page 4 |
| h) Elevator Move-In/Out Policy | page 4 |
| i) Unit Data | page 5 |
| j) Emergency Evacuation Form | page 6 |
| k) Condominium Unit Lease Rider | pages 7, 8 |
| l) Chicago Residential Lease form. Other lease forms will not be accepted. | |

NOTE - If an agent or attorney acts on behalf of either party, a duly executed Power of Attorney must also be submitted.

Lessor's Initials: _____

C.

NOTICE OF INTENT TO LEASE

All applicable fees have been paid and all documents have been completely filled out and returned to the Management Office.

TO: Board of Directors 2626 Lakeview Condominium Association

DATE: _____ UNIT: _____

In accordance with the provisions of the By-Laws and the Declaration of Condominium Ownership of the 2626 Lakeview Condominium Association, and, pursuant to the regulations adopted from time to time, I(we) hereby submit this notice of intent to lease Unit # _____ to, and only to:

Name(s) _____ for the monthly rental of:

\$ _____

I have attached a copy of a fully executed lease. I understand that there is a nonrefundable transfer fee of \$ _____, which is enclosed herewith.

I also understand that either an electronic or hard copy of each document completed by both parties must be submitted to the management office before the process of the waiver of the first option begins. It is the owner's responsibility to submit the required completed documents to the office 30 days prior to the onset of the lease.

In a transaction in which the lessor's representative has power of attorney, the Association or its duly authorized agent will provide assistance, written or verbal, on presentation of a fully executed and legal Power of Attorney.

Every unit is entitled to two free cable TV converter boxes and one modem and router from the cable provider. Each tenant may order the cable and internet equipment and is personally responsible to return the equipment to RCN upon the termination of their lease. Neither the unit owner nor management has any responsibility for converter boxes.

Subleases are permitted. However, they are subject to rules, fees and documentation comparable to a new lease.

I hereby represent that all assessments, fees, charges due to the Association are paid in full, and understand that this request for waiver shall not be distributed for approval unless and until all such monies are fully paid.

Signed this _____ day of _____, 20_____.

Owner(s) _____ Owner(s) _____

Printed Name: _____ Printed Name: _____

BY: _____

Duly authorized agent by power of attorney (copy of document attached)

INFORMATION REGARDING LESSEE (tenant)

Please furnish a separate Form for each resident over 18 years of age.

Name: _____

Present address: _____ City _____ State _____

Email address _____

Telephone: Home _____ Work _____

Present landlord: _____ Phone # _____

Previous address (if less than 3 years at present):

_____ City _____ State _____

Present employer: _____ Tel # _____

Employers Address: _____ City _____

State _____ Zip _____

Please list all others who will reside in unit:

Name	Under 18 years	Over 18 years
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Lessor's Initials: _____ **Lessee's Initials:** _____

A NON-SMOKING BUILDING

In order to preserve the quality of the air and life of all of our residents, the Association has elected to ban all smoking outside of designated areas. This ban includes not only common elements and limited common elements, but individual units as well. The building has maintained available smoking areas on the roof sundeck, as well as in the island in front of the building, beneath the canopy.

“Cigarette, cigar, pipe, tobacco, or other smoking are prohibited in all Units, Limited Common Elements and the Common Elements. Smoking is permitted only on outdoor common areas subject to such rules and regulations as the Board may from time to time adopt. In the event a Unit Owner, tenant, occupant, resident, guest, or invitee violates the prohibition on smoking contained herein, the Board shall exercise one or more of the remedies allowed by the Declaration or under Illinois law.”

Failure to abide by the smoking ban may result in fines and/or hearings before the Board of Directors.

SMOKE DETECTORS

Our residential building falls within Section 3 (13-64-120 and following) of the City of Chicago Building Code, which requires our apartments to be equipped with approved smoke detectors.

The location of such smoke detectors shall be within 15 feet of all rooms used for sleeping purposes and shall be installed on the ceiling and at least 4 inches from any wall, or alternatively, on any wall and within 4 to 12 inches from the ceiling.

The batteries operating the smoke detectors shall be tested at least annually by every Unit owner.

Fines of up to \$250 may be levied when a unit is found to be lacking a working smoke detector. Judged to be the most serious offenses will be failure to install a smoke detector or disabling a smoke detector that has/had been installed. The administration of these fines will be governed by the procedures described in paragraphs 3. b), c) and d) or Rule X ("Unit Owner Responsibility").

Lessor's Initials: _____ **Lessee's Initials:** _____

A PET FRIENDLY BUILDING

The Association is aware that pets are a vital part of many families and some residents moved to 2626 because they would be able to bring their pets into the building. It is our intention to preserve their privilege of pet ownership. However, we are also concerned with the rights of all residents in the building. Therefore, we note the following requirements:

- Register your pet (s) with the Management Office
- Read and follow the PET RULES in the HOUSE RULES
- Pet limitation: 1 dog up to 30 lbs fully grown and/or 2 cats per unit
- Dogs must be controlled by a leash or held in common element areas
- Pets are not allowed in the lobby
- Unit owners must signify approval by signing the pet registration form for their tenants

Each pet owner is required to register his/her dog/cat in the Management Office. Failure to do so may result in a fine. If you intend to have a pet in your unit, please pay particular attention to the Pet Rules portion of the House Rules.

MOVE-IN/MOVE-OUT POLICY

All elevator reservations for move in/move out must be made with Management in advance. The approved elevator hours are Monday through Friday, 8:30 a.m. – 12.30 p.m. and 12.30 p.m. – 4:30 p.m. Weekend and holiday moves are prohibited, except by written permission of Management.

All reservations require a deposit of four (4) refundable \$100 checks. Written permission must be obtained from Management for elevator time beyond the approved hours. If the move extends beyond the reserved time, the charge is \$100 per hour, with no prorating. Checks for unused hours will be returned to the resident.

If a tenant wishes to vacate a lease and move, the unit owner must be notified and written permission from the owner must be submitted to the Management office.

Lessor's Initials: _____

Lessee's Initials: _____

UNIT DATA

Please furnish separate Form for each tenant over 18 years of age.

Unit #: _____ **Term of Lease from:** _____ **to:** _____

Owner: First Name _____ Last Name _____

Address: _____ City _____ State _____ ZIP _____

Tel # Home: _____ Work: _____ Cell: _____

Email Address: _____

Co-owner: First Name _____ Last Name: _____

Address: _____ City _____ State _____ ZIP _____

Tel # Home: _____ Work: _____ Cell: _____

Email address: _____

Resident: First Name _____ Last Name _____

Tel#: Home _____ Work _____ Cell: _____

Email Address: _____

EMERGENCY Contact Name: _____

Address: _____ City _____ State _____ ZIP _____

Tel #: Home _____ Work _____ Cell phone _____

Email address _____

Add names of residents, who are under 18 years of age

1. _____

2. _____

3. _____

NOTE: The Post Office requires hi-rise residents to have their unit number on all incoming mail.

Lessor's Initials: _____

Lessee's Initials: _____

EMERGENCY EVACUATION FORM

**Please provide the following information which will be included in the building
Emergency Data Base:**

**Do you have any disabilities that would prevent you from evacuating in the event of an
emergency** _____

Please describe briefly _____

In the event of an evacuation, would you need assistance _____

Does your disability require special needs (oxygen, wheelchair, etc.) _____

Please list any pets in the unit:

Type _____ **Breed** _____ **Name** _____

Type _____ **Breed** _____ **Name** _____

Type _____ **Breed** _____ **Name** _____

Lessor's Initials: _____ **Lessee's Initials:** _____

CONDOMINIUM UNIT LEASE RIDER BETWEEN

_____, as LESSOR (Owner),
_____, as LESSEE (Tenant), and

2626 Lakeview Condominium Association (HOA)

For a lease of unit # _____ Chicago, Illinois, 60614

• Lease Rider

This Condominium Unit Lease Rider is attached to and part of the lease with possession commencing _____ day of _____, 20____, (hereinafter referred to as the "Lease"), between _____, as Lessor (owner), and _____ as Lessee (tenant), for condominium unit # _____ located at 2626 N. Lakeview Ave., Chicago, Illinois (hereinafter referred to as the "Premises"). In the event of 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. This Lease is subject to the provisions of the Residential Landlord and Tenant Ordinance of the City of Chicago, Chapter 193.1 et. seq. of The Municipal Code of Chicago. Said Ordinance is incorporated by reference herewith.
- b. The rights, obligations, and remedies afforded to the Lessor and Lessee under the lease are subject to and superseded by the provisions of the Ordinance.
- c. The 2626 Lakeview Condominium Association (the Association") is not a "Landlord" under the Ordinance and is not liable to the Lessee for failure to provide services required of a Landlord under the Ordinance.
- d. Lessor and Lessee will provide access to the Premises upon 48 hours' notice to make necessary repairs to the common elements of the Property or those portions of the Premises affecting the common elements or other units on the property. In the event of emergencies, Lessor and Lessee hereby authorize the Association or its agent to enter the Premises without notice.
- e. Lessee shall not repair nor alter any portion of the common elements on the Property.
- f. All subleases of the Lease are subject to the Association's right of first refusal contained in the Condominium Declaration, as well as the House Rules, including fees and documentation.
- g. Lessor and Lessee specifically release and hold harmless the Association, its directors and agents, from any and all liability for any damages to the Premises or losses to personal property contained therein arising from work performed in the Premises by Association personnel acting as independent contractors outside their scope of employment for the Association.

Lessor's Initials: _____

Lessee's Initials: _____

(LEASE RIDER CONTINUED)

- Lessee acknowledges that the named premises is a Condominium unit owned by Lessor, and therefore Lessee's use and occupancy of the premises is subject at all times to the terms and provisions, covenants and restrictions, of the Condominium Declaration covering the Building of which the premises forms a part, in addition to the Declaration, By-Laws and Rules and Regulations of the Association.

NOTE: It is recommended that unit owners require their tenants to obtain appropriate renters' insurance.

We hereby certify that we have read the preceding documents and agree to be bound by the same.

Signed this _____ day of _____ 20_____.

Owner(s)/Lessor Signature: _____

Owner(s)/Lessor Printed name: _____

Owner(s)/Lessor Signature: _____

Owner(s)/Lessor Printed name: _____

Tenant(s)/Lessee Signature: _____

Tenant(s)/Lessee Printed name: _____

Tenant(s)/Lessee Signature: _____

Tenant(s)/Lessee Printed name: _____