

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 make your lease invalid, 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 has 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:

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

- 1) Payment of the transfer fee in the form of one cashier's check or money order payable to the 2626 Lakeview Condominium Association, and equal to one month's assessment on the subject unit;
- 2) Notice of Intent to Lease;
- 3) Copy of Lease, using: **ABOMA Form C: Condominium Unit Apartment Lease.**
- 4) **Certified check or money order covering all outstanding fees and charges owed to the Association by the owner and/or the owner's tenant.**
- 5) Information sheets:

All documents submitted must be fully completed and executed. Two legible copies of each document are 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 forgoing requirements terms have been met. Only complete packets will be accepted.

Initials: _____

a

The authority granted to the Board of Directors is derived from the DECLARATION OF CONDOMINIUM BY-LAWS, as recorded on October 13, 1976, and amended from time to time.

According to item #18, titled "TRANSFER OF A UNIT-FIRST OPTION TO ASSOCIATION, the Association retains the right of first refusal. 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;

1. Examine the documents you must furnish to the Association.
2. 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. You must do these things.

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**, said initials to be affixed where indicated. Please return all numbered pages in duplicate. Inapplicable pages may be crossed out, but not discarded.

Sincerely,

2626 Lakeview Condominium Association Management Office

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.

1. FEES -The following fees apply to the lease of this unit:
 - a) A non-refundable fee equal to one month's assessment,
 - b) Not more than one money order/cashier's check for the entire amount due must accompany the request for waiver of the right of first refusal

2. FORMS: All forms must be COMPLETELY filled out and properly executed. If all forms are not fully completed, the entire packet, along with fees, will be returned to the owner. The forms required are:
 - a) Unit Owner Letter page a, b
 - b) Unit Owner Checklist page c
 - c) Notice of Intent to Lease page 1
 - d) Information Regarding Lessee page 2
 - e) Excerpts of certain Rules & Policies page 3
 - f) A Pet Friendly Building page 4
 - g) Elevator Move-In/Out Policy page 5
 - h) Excerpts from Unit Remodeling Rules page 6
 - i) Unit Data page 7
 - j) Emergency Evacuation Form page 8
 - k) Condominium Unit Lease Rider page 9,10

3. **ABOMA Form C Condominium Unit Apartment Lease 1995 edition or later. Other lease forms will NOT be accepted.**

4. If an agent or attorney acts on behalf of either of the parties, a duly executed Power of Attorney must also be submitted.

NOTE: It is the responsibility of the current unit owner to ensure that all new tenants receive a current set of House Rules and Regulations.

Initials: _____

NOTICE OF INTENT TO LEASE

All documents are to be 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 non-refundable transfer fee of \$ _____ . which is enclosed herewith.

I also understand that a total of **two (2) completed sets** of each document 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 number of copies of completed documents to the office 30 days prior to the onset of the lease. Office personnel are not permitted to make these copies for you. I further understand that in no way shall the Association or its duly authorized agent be required to provide any assistance, written or verbal to my agent unless and until said agent presents a fully executed and LEGAL Power of Attorney.

Every unit is entitled to one free cable TV converter box from the cable provider. Each tenant may order a box and is personally responsible to return the box to RCN upon the termination of their lease. Management has no responsibility for converter boxes.

I hereby represent that all assessments, fees, charges due 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: _____ SS# _____ DOB _____

Present address: _____ City _____ State _____

Telephone: Home _____ Work _____

Present landlord: _____ Phone # _____

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

Present employer; _____ Tel # _____

Employers Address: _____, City _____
State; _____ Zip: _____

Lessee's Salary: _____ How did you find out about 2626 Lakeview

Condominiums? _____

Did you visit our Web site (www.lakeview.com) before leasing? YES NO

Please list all others who will reside in unit:

Name	Age
_____	_____
_____	_____
_____	_____
_____	_____

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 are reaffirming our intention to limit the number and size of dogs in the building by limiting residents to one dog per residence, and placing a 30 lb. limit (fully grown) on all dogs.

Although we recognize that most of the dogs in the building are trained and that the majority of dog owners are responsible and considerate of their neighbors, we have had to deal with those who are not cooperative. There has been damage caused by dogs that have been "walked" on Association property: bushes had to be replaced; a costly new door frame had to be installed; concrete has been damaged. There was even an instance of a dog biting a passenger in one of our passenger elevators. We are determined to prevent such abuses, and maintain goodwill among all residents.

Hi-rise living by its very nature requires restrictions, self-imposed or otherwise, in many areas of life, from the volume of music to construction standards. Pet ownership is no exception. We must accommodate one another and maintain our property values. It is in this spirit that the Pet Rules, have been developed. We hope they are accepted in this spirit and that they will help us all live in harmony.

Each dog owner is required to register his/her dog 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.

Initials: _____

ELEVATOR MOVE-IN/MOVE-OUT POLICY

All elevator reservations must be made with Management in advance. The approved elevator hours are Monday through Friday, 8:30 a.m. to 4:30 p.m. Week-end and holiday moves are prohibited, except by written permission of Management.

For residents wishing to move during the afternoon hours, a deposit of four (4) \$100 checks will be required. Written permission must be obtained from Management for elevator time beyond the approved hours. If the move extends past 4:30 p.m., the charge is \$100 per hour, with no prorating. Checks for unused hours will be returned to the resident.

If a tenant wishes to obtain written permission to move, the unit owner must be notified and agree to same in writing.

Initials: _____

EXCERPTS from UNIT REMODELING RULES

1. All plans for structural remodeling must be submitted in advance to the Office for approval; this includes any changes to plumbing or electrical systems
2. Written approval must be obtained from the 2626 Condominium Association before any structural remodeling of any kind is done.
3. Installation of washers, dryers and garbage disposals in any unit are expressly prohibited.
4. Portable washing machines, dryers or dishwashers are not allowed.
5. Construction is permitted between the hours of 8:00 a.m. to 4:00 p.m. weekdays and 10:00 a.m. to 3:00 p.m. Saturdays; the Management Office must be notified of proposed construction dates.
6.
 - a. Owners must submit to the Management Office prior to remodeling: 1) Signed copy of a remodeling contract, 2) Drawings, 3) Contractor's certificate of liability and workers compensation insurance as outlined in the Unit Remodeling Agreement.
 - b. All work must be in compliance with all building, health, and safety codes. Association approval of remodeling work is not tantamount to compliance with building, health, and safety codes.
 - c. Management retains the right to inspect work and compliance with code during and after the work is finished.
 - d. Any damage to 2626 Lakeview Condominium Association's common elements or to other units in the building caused by the work being done, shall be repaired at the expense of the unit owner causing the damage.
7. Secondary locks may be installed. They must be Segal locks, brushed chrome or brass finish and flush mounted.
8. Installation of wood, ceramic tile, or other hard surface floorings must include an underlayment of sound absorbent material approved by the Board of Directors. The noise transmission barrier required is a minimum of 50 decibels which can usually be achieved by 1/4" cork.
9. Daily removal of construction debris, discarded carpeting, cabinets or flooring from the building premises is the responsibility of the owner. Owners will be charged for any cleaning of the common areas.
10. A one-time only, flat fee of \$500 shall be paid by the unit owner for the use of the common elements in the combination of two apartments on one floor; and that consent for any such combination be documented by a license agreement. The unit owner shall be responsible for all professional fees (e.g. legal, engineering) incurred by the Association in excess of \$500.
11. Unit remodeling involving the moving of telephone hook-ups and T.V. outlets must be done only by the authorized antenna contractor and the telephone company, such work may not be performed by the unit owner or other contractors. After notice and an opportunity for a hearing, a \$100 fine may be levied on any unit owner whose unit contains an unauthorized connection to the master antenna. If, after 30 days notice of the improper connection is provided to the owner, the unit owner does not have a correct connection installed by the authorized master antenna contractor, the Association may have the connection corrected at the unit owner's expense.

Initials: _____

UNIT DATA (Separate Data Sheet for each resident)

Unit #: _____

Owner: first name _____ last name _____

Tel#: home _____ work: _____ co-owner work: _____

Co-owner: first name _____ last name: _____

Address: _____ City _____ State _____ ZIP: _____

Email address: _____

Resident: first name _____ last name _____

Tel#: home _____ work: _____ Will you have a computer in your unit: _____

email address: _____ Cell phone # _____ Fax # _____

Co-resident: first name _____ last name _____

co-resident work # _____ Term of Lease from: _____ to: _____

EMERGENCY contact name: _____

Address: _____ City _____ State _____ ZIP _____

Tel #: home _____ work: _____ email _____

Add extra resident names for the Postman, Doorman, Valet (Receiving Room) & Management.

1. _____

2. _____

3. _____

NOTE: The Post Office REQUIRES hi-rise residents to have their unit number on all incoming mail. The Post Office can return mail to the sender if the address does not include the unit number. Therefore, remember to include your unit number when completing change of address forms or notifying friends and family etc.

Initials: _____

EMERGENCY EVACUATION FORM

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

Do you have any disabilities _____

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** _____

Initials:_____

CONDOMINIUM UNIT LEASE RIDER BETWEEN

_____, as LESSOR (Owner), and

_____, as LESSEE (Tenant)

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

1. 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.

2. 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 without prior written approval of Management, and any such repairs and alterations to the Premises by the Lessee shall be performed in accordance with the Association's Declaration and House Rules.
- 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.
- 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.

Initials: _____

(LEASE RIDER CONTINUED)

- 3. 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 Regulations, Rules, and By-Laws of the Association.

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: _____

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 areas, 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 is 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, or hearings before the Board of Directors.

Initials: _____

NEW Resident Information Request .:ResidentNotify/eTrak Registration:.

We have implemented a new resident notification system. As part of this system you can choose how you would like to receive notifications when messages are sent from the Management Office.

One copy of this form should be completed independently by **each resident of every unit (owners, tenants, etc.)**. Please complete this form and return it to the management office.

PLEASE PRINT:

Name (First and Last): _____

Unit Number(s): _____

Email Address: _____

Home Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Work Phone: (_____) _____ - _____

I am a (select only one):

- Owner who lives in the unit
- Owner who lives elsewhere
- Tenant
- Other (please specify: _____)

Please indicate below how you would like to be notified. This selection will be used for ResidentNotify and eTrak (if available). You may only mark **only one (1)** selection below:

- Email
- Text Message to Cell phone (phone must be able to receive text messages)
- Email and Text Message to Cell phone (phone must be able to receive text messages)
- Voice Message to Cell phone (phone must be capable of receiving recorded messages)
- Voice Message to Home phone (phone must be capable of receiving recorded messages)
- No Notifications

Signature: _____

Date: _____ / _____ / _____

Thank You

