

## **100 East Huron Condominium Association**

### **CHECKLIST FOR SALE OF UNIT**

**Please be sure that the following items are submitted with your request for Closing Documents.**

- All document requests are processed via [www.CondoCerts.com](http://www.CondoCerts.com).
- Any supporting documents noted below (intent to sell, sales contracts, forms, etc.) related to the release of the Paid Assessment Letter can be provided to the onsite office, or emailed to [closing@LMSnet.com](mailto:closing@LMSnet.com). In the subject line, please include the CondoCerts order number and the subject property address.
- Notice of Intent to Sell Form From The Seller
- Notice of Intent to Sell Form From the Buyer
- Seller Information Form
- New Resident Information Form
- Pet Registration Form
- Health Club/Pool Facility Release and Indemnification Agreement
- Affidavit Signed by the Buyer
- Corporation Form Letter (if applicable)
- Copy of Sales Contract
- \* NEW - Signed Notice of Restrictions on Short Term Rentals (required to release PAL letter)
- \$300 move in fee (cashier's check or certified check)
- \$300 move out fee and \$500 move out deposit (cashier's check or certified check)

**The 100 E Huron Condominium Association has the Right of First Refusal and has up to 30 days, after all forms and fees have been received, to exercise or waive that right.**

**By direction of the 100 E. Huron Condominium Association's Board of Directors, the prospective purchaser/lessee is required to attend an orientation meeting with the board of directors.**

**PLEASE NOTE: No meeting will be scheduled until ALL of the completed application forms and supporting material have been received.**

**Moves can be scheduled Monday-Friday between 8:00am to 4:00pm.**

**Please be advised that the Closing Department will not process your request until all of the above documents and fees are received.**

10-1-2013

**100 East Huron Street Condominium Assoc.**  
100 E Huron St Chicago, IL 60611

[phone] 312-482-8995  
[fax] 312-482-9499

The purpose of this Sales Package is to provide Seller and Buyer with information and forms required by this Homeowners or Condominium association. Sales requirements change from time to time. A new Sales Package should be obtained from the onsite office or the Management Company for each resale transaction. Old forms from the prior managing agent may not be acceptable to the Association.

For any questions about the Sales Package or about the process of assembling and providing Sales Package items for the Association, please contact the Property Manager [contact info above] or the Resident Services team at the Lieberman corporate office at 312-202-9300

**A Paid Assessment Letter is generally available after all Sales Package forms and any upfront fees have been provided to the Property Manager and after the Right of First Refusal, if applicable, has been waived on behalf of the Association.**

# Transaction Notice of Intent / Seller

**100 East Huron Street Condominium Assoc.**  
100 E Huron St Chicago, IL 60611

[phone] 312-482-8995  
[fax] 312-482-9499

Please print name(s): \_\_\_\_\_ For the sale of Unit: \_\_\_\_\_

Seller(s): \_\_\_\_\_

Seller (current Unit Owner) and Buyer indicate intent to sell / purchase the Unit shown above, attest to having read and understood all sales Checklist requirements, warrant that all information set forth in all submitted forms is complete and correct, and authorize independent verification of all statements. Each party acknowledges that any required payments and Association fees, as may be shown on the Paid Assessment Letter, are due and payable at closing; each party acknowledges that, if not paid at that time, those payments and fees will become the responsibility of the Buyer (new Unit Owner) upon transfer of title. Buyer accepts the responsibility of providing the RESPA and closing statement, via title company or otherwise, to the Property Manager promptly after the closing; Seller and Buyer understand that failure to provide the RESPA and closing statement may result in the transfer of ownership information and billing information within the records of the Association not taking place in a timely manner. Seller acknowledges that any payment which has not cleared as of the processing of the Paid Assessment Letter will be shown as being due at closing and payable at that time. Buyer acknowledges the responsibility of obtaining any subsequent monthly billing statement, so as to keep the account current.

Buyer is hereby notified of the following portion of section 9(g)(4) of the Illinois Condominium Property Act: "The purchaser of a condominium unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a condominium unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the common expenses for the unit which would have become due in the absence of any assessment acceleration during the 6 months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the owner during whose possession the assessments accrued." For further information, any Buyer to whom this provision applies (or agent or attorney on behalf of Buyer) is advised to contact the Property Manager [contact information above].

Each party understands that this Association has the Right of First Refusal and has up to thirty (30) days -- after all forms and upfront fees have been received -- to exercise or to waive that right.

Seller(s), please sign:

\_\_\_\_\_

Today's date: \_\_\_\_\_ Expected closing date: \_\_\_\_\_

# Transaction Notice of Intent / Buyer

**100 East Huron Street Condominium Assoc.**  
100 E Huron St Chicago, IL 60611

[phone] 312-482-8995  
[fax] 312-482-9499

Please print name(s): \_\_\_\_\_ For the sale of Unit: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller (current Unit Owner) and Buyer indicate intent to sell / purchase the Unit shown above, attest to having read and understood all sales Checklist requirements, warrant that all information set forth in all submitted forms is complete and correct, and authorize independent verification of all statements. Each party acknowledges that any required payments and Association fees, as may be shown on the Paid Assessment Letter, are due and payable at closing; each party acknowledges that, if not paid at that time, those payments and fees will become the responsibility of the Buyer (new Unit Owner) upon transfer of title. Buyer accepts the responsibility of providing the RESPA and closing statement, via title company or otherwise, to the Property Manager promptly after the closing; Seller and Buyer understand that failure to provide the RESPA and closing statement may result in the transfer of ownership information and billing information within the records of the Association not taking place in a timely manner. Seller acknowledges that any payment which has not cleared as of the processing of the Paid Assessment Letter will be shown as being due at closing and payable at that time. Buyer acknowledges the responsibility of obtaining any subsequent monthly billing statement, so as to keep the account current.

Buyer is hereby notified of the following portion of section 9(g)(4) of the Illinois Condominium Property Act: "The purchaser of a condominium unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a condominium unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the common expenses for the unit which would have become due in the absence of any assessment acceleration during the 6 months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the owner during whose possession the assessments accrued." For further information, any Buyer to whom this provision applies (or agent or attorney on behalf of Buyer) is advised to contact the Property Manager [contact information above].

Each party understands that this Association has the Right of First Refusal and has up to thirty (30) days -- after all forms and upfront fees have been received -- to exercise or to waive that right.

Buyer(s), please sign:

\_\_\_\_\_

Today's date: \_\_\_\_\_ Expected closing date: \_\_\_\_\_

# Seller Information

## SUGGESTIONS FOR SELLER RE: FINAL PAYMENT OF ASSESSMENTS AND OTHER CHARGES

A Paid Assessment Letter (PAL) reflects only those payments which have been received and credited to the account as of when the PAL is written.

Payment by mail, even when correctly sent with the accompanying payment coupon to the lockbox address on the coupon, may take several days to clear the bank-lockbox system and be credited to the account. Payment through the eDEBIT automatic-withdrawal plan is processed on fifth day of the month and are credited to the account. (Please note that it is Seller's responsibility to request removal from such a program when selling the unit). Because of the delays inherent in either method above, final payment is best provided either

- by check at least three weeks in advance of when the PAL is requested, or else
- as part of the closing process (which is usually the best alternative).

Payment, whether by mail or by automatic withdrawal, which have not been credited to the account, will not be shown on the Paid Assessment Letter (PAL). Payment from the Seller which is credited to the account after the PAL has been written can be subsequently refunded by check to the Seller. It is the responsibility of the Seller to provide a forwarding address for any such refund.

New contact information for Seller:

Print name(s) \_\_\_\_\_

Street address \_\_\_\_\_

City, state, zip \_\_\_\_\_

Phone number(s) \_\_\_\_\_

Email address(es) \_\_\_\_\_

Effective date \_\_\_\_\_ Today's date \_\_\_\_\_

Please check one:

Seller intends to pay assessments and other billed charges as part of the closing process.

Seller intends to pay assessments and other billed charges at least three weeks in advance of the request for a Paid Assessment Letter.

In either event, Seller understands that a request for a revised or updated Paid Assessment Letter – whether due to a subsequent payment, a delayed closing, or any other reason -- will result in an extra charge.

Seller signature(s) \_\_\_\_\_

# New Resident Information

These pages to be completed by BUYER(s) only and faxed to:  
100 East Huron Street Condominium Association  
312-482-9499

For the purchase of unit number: \_\_\_\_\_

Please print:

Name(s): \_\_\_\_\_

**Check this box if unit is being purchased by a trust or company**

Current address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Current home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Work phone(s): \_\_\_\_\_

Email address(es): \_\_\_\_\_

## **Billing Statement address:**

Unit address

Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Occupancy Information:**

The unit will be my/our primary residence

Second home

Names of all persons who will occupy the residence (if child, please list age):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In case of emergency, please contact: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Names of all persons who will occupy the residence (If child, please list age.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residence(s) for the past five years, starting with the most recent:

Street address (house/apt/condo)      Owned or rented (amt of rent)      Length of time

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employment for the past five years, starting with current employer:

\_\_\_\_\_  
(Employer)                      (Phone)                      (Address)

\_\_\_\_\_  
(Position)    (Name of supervisor)

\_\_\_\_\_  
(Employer)                      (Phone)                      (Address)

\_\_\_\_\_  
(Position)    (Name of supervisor)

\_\_\_\_\_  
(Employer)                      (Phone)                      (Address)

\_\_\_\_\_  
(Position)    (Name of supervisor)

<b>Pets</b> residing in unit:	Yes	No
If yes, the attached completed Pet Registration form must accompany this application.		

**Health Club Indemnity:** The attached Indemnity must be completed and accompany this application.

**Affidavit:** For receiving Association's Declaration & By-laws and House Rules, Affidavit must be completed and accompany this application.

Buyer signature(s) \_\_\_\_\_

Date \_\_\_\_\_

[For any questions about completing this form, please contact the management office at 312-482-8995]



## PETS

No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other *usual* household pets may be kept in Units, subject to the following rules and regulations adopted by the Board:

1. No unit will have more than **2** pets (dogs and/or cats) in residence at any one time, unless previously kept and registered prior to June, 1999, whereby they are grandfathered.
2. Pet owners **must** register and obtain approval from the management office within a week of when the pet is to be kept on the premises. Any pet not registered will be subject to removal.
3. Each unit owner is fully responsible for personal injuries and/or property damage caused by the pet. As part of the registration process, owners are to agree in writing to indemnify and to hold harmless the 100 East Huron Street Condominium Association and its members against any loss, claim or liability of any kind arising from the privilege of having a pet in the building. Pet or unit owners will report immediately and unit owners will reimburse immediately for damage caused by their pets or their tenant's pets, whether the pet permanently resides in the unit or is visiting.
4. Pets are allowed only in individual units, in elevators, in halls while accessing elevators, and in the lobby for entry and egress, *except as modified below in section 6(c)*. Pets are not permitted to play or roam freely in any common area in the building including hallways. When pets are within elevators and other common areas, they must be kept under strict control (i.e. on a tight leash or in the arms at all times).
5. If a pet causes or creates a nuisance or disturbance, notice will be given to have the annoyance discontinued and the pet owner will be given the opportunity to correct the problem. If the problem is not corrected or if the animal engages in threatening behavior, the pet must be removed from the building within three days of notice from the Board of Directors.
6. (a). Unit owners and resident renters shall be responsible to immediately notify the management of the building, or in management's absence, another employee of the building in the event a pet under their control, or the control of a guest of the owner or tenant of the owner, relieves itself or otherwise soils the common corridors, lobby or other common areas of the building.  
(b). Unit owners will be assessed a damage fee, consistent with the following schedule, for each incident in which said unit owner's pet, or unit owner's tenant's pet, or unit owner's or tenant's guest's pet soils any of the common areas of the building:

### PENALTY IF BUILDING STAFF

#### IS IMMEDIATELY NOTIFIED

\$100.00 FIRST OFFENSE

\$200.00 SECOND OFFENSE

\$300.00 THIRD OFFENSE

### PENALTY IF BUILDING STAFF

#### IS NOT IMMEDIATELY NOTIFIED

\$200.00 FIRST OFFENSE

\$400.00 SECOND OFFENSE

\$600.00 THIRD OFFENSE

- (c). The Board of Directors is authorized to either: (1) require the removal of any pet from the building in the event that three such incidents as described in the above schedules occur within a twelve month period of time, or (2) that the unit owner be required to use the building's service elevator whenever three such incidents occur within a twelve month period of time.

## PET REGISTRATION FORM

Resident's Name: \_\_\_\_\_ Unit # \_\_\_\_\_

Type of pet (circle one):      dog    cat    other: \_\_\_\_\_

Pets name: \_\_\_\_\_

Breed of the pet: \_\_\_\_\_ Color of the of Pet: \_\_\_\_\_

I \_\_\_\_\_ agree to indemnify and to hold harmless the 100 East Huron Street Condominium Association and its members against any loss, claim or liability of any kind arising from the privilege of having a pet in the building.

I have read and will adhere to the attached copy of the condominium rule regarding pets.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by the management office: \_\_\_\_\_

***Signature & Date***

Adopted 11/9/00

THE RESIDENCES AT CHICAGO PLACE  
HEALTH CLUB/POOL FACILITY RELEASE AND INDEMNIFICATION AGREEMENT

It is my desire to use the health club facility located on the ninth floor of the Residences at Chicago Place, 100 East Huron Street, Chicago, Illinois 60611 and I agree to abide by the rules and regulations during my visits. I understand that the other Unit Owners, the 100 East Huron Street Condominium Association and its managing agent are not responsible for my personal property while I am here. Bearing in mind the inherent risks of personal injury involved in exercising I hereby indemnify and agree to protect, defend and hold harmless the other Unit Owners, the 100 East Huron Street Condominium Association and its managing agent, its parent companies, subsidiaries, partners, officers, agents and employees from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees, for property damage, theft, or personal injury, whether arising in law or equity, arising out of or resulting from my use of the health club facility, and waive any right that I may now have or which may accrue against the entities or individuals. I execute this indemnification and waiver on behalf of myself and my executors, heirs, administrators and assigns. I certify by my signature that I have read the above, that I have not relied on any representation or warranty, and that I have no present physical infirmities that prevent me from exercising safely. I understand that I am using the health club facility at my own risk and agree to assume all risks of loss, injury or damage.

Please note that it is recommended that you seek medical advice before beginning any physical activity.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Please print your full name(s):

\_\_\_\_\_

Unit Number: \_\_\_\_\_

Note: Please have each family member return this form to the Management Office before s/he starts utilizing the health club facility.

  
**100**  
**EAST HURON**  
**CONDOMINIUM ASSOCIATION**

**AFFIDAVIT**

Resale/Lease of unit: \_\_\_\_\_

Purchaser acknowledges receipt of a copy of the Declaration, By-Laws and House Rules for condominium ownership at the 100 East Huron Street Condominium Association and agrees to be bound thereby.

\_\_\_\_\_  
Signature of Purchaser/Lessee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser/Lessee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

  
CONDOMINIUM ASSOCIATION

**CORPORATION FORM LETTER**

This form letter MUST be completed & submitted with other requirements when a unit is purchased by a corporation or other business entity.

100 East Huron Street Condominium Association  
100 East Huron Street  
Chicago, Illinois 60611

RE: Purchase of Unit # \_\_\_\_\_ by \_\_\_\_\_ (company name)

To Whom it May Concern:

This letter is to acknowledge the following understandings and agreements regarding our purchase and ownership of Unit # \_\_\_\_\_ in the *100 East Huron Street Condominium Association*.

1. We acknowledge that the Declaration and By Laws for 100 East Huron Street Condominium Association limit the use of the Unit to a single family residence and specifically prohibit business uses.
2. The following people are officers of the company (list at least one name w/ title):  
\_\_\_\_\_  
\_\_\_\_\_
2. We agree that the Unit will be occupied only by  
\_\_\_\_\_  
(resident name/names).
3. The Unit will not be used for corporate events or other business functions such as foundation meetings or fund-raising events.
4. We acknowledge that use of the Association's health club facilities and amenities will be limited to \_\_\_\_\_ (resident name/names) and his/her family members and social guests.
5. We shall notify you promptly of any change in company officers and residents.

Very truly yours,

Signed by: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Title in Company: \_\_\_\_\_

## 100 East Huron Street Condominium Association

### NOTICE OF RESTRICTIONS ON SHORT TERM RENTALS

To whom it may concern-

Our offices have been requested to provide documents in conjunction with the sale/lease of a condominium unit located in the **100 East Huron Street Condominium Association**, hereafter known as the "Association."

In accordance with Section 4-13-260(a)(9) of the Municipal Code of Chicago, this Association has notified the Department of Business Affairs and Consumer Protection that short term leasing or rental of dwelling units is prohibited in the entire Property.

**The Association hereby notifies prospective purchasers (and tenants if leasing is allowed) that:**

- 1- Association residents (owners or any tenants) are prohibited from listing their unit on any type of short term vacation rental or similar website, advertisement or offering as dwelling units at this Association are ineligible to be used as short term lease or rental; and**
- 2- Any violations of this prohibition by the Unit owner (or any tenant) are subject to penalties outlined in the current Association governing documents. The Association reserves the right to take legal action against the Unit Owner as member of the Association to enforce this prohibition and that any fees incurred with such legal action will be charged to the affected unit owner.**

**Signature of the purchaser(s) / tenant(s) acknowledges they have received this disclosure and agree to abide by the restrictions herein. If more than one person is listed on the warranty deed or lease, please indicate all names; however this restriction applies to all residents of this Association.**

<b>Dwelling Unit Address/ including Unit #, City State, Zip</b>	
<b>Buyer / Tenant Name –print (1)</b>	
<b>Buyer / Tenant Signature (1)</b>	
<b>Buyer / Tenant Name - print (2)</b>	
<b>Buyer / Tenant Signature (2)</b>	
<b>Date Signed:</b>	

**Please Note:**

**This document must be returned to Management (or Onsite Property Manager if applicable). If this is a unit resale, this completed form is required prior to release of a Paid Assessment Letter to the Seller.**

You may email the completed form to [closing@LMSNET.com](mailto:closing@LMSNET.com); or fax: 847-777-7099.

**Lieberman Management Services, Inc., as managing agent for:  
100 East Huron Street Condominium Association**