

## LEASE REQUIREMENTS

The Board of Directors of the 100 East Huron Street Condominium Association request the following information be submitted to them (via the Managing Agent) 30 days prior to taking possession of the Unit in question.

One of the following must be submitted to the Management Office:

1. A "Condominium Association Copy" of the signed lease shall be delivered within ten (10) days after the lease is executed and prior to occupancy. If the lease is not delivered within this time, a \$25 per week charge will be applied to the owner. (It is recommended that an ABOMA-Form C "Condominium Unit Apartment Lease" Form be used.) Note: All leases must be for a minimum of two (2) years.
2. A completed original of the "Lease Application Form" obtained from the Management Office (482-8995.)
3. Three original (3) letters of social/business character references, which state the writer's relationship to the Lessee and are on letter head stationary. (Originals only will be accepted, no copies and/or faxes.)
4. The following must be contained in the lease:

"The 100 East Huron Street Condominium Association provisions of the Act, the Declaration, the Easement and Operating Agreement, the Rule and Regulations and By-Laws that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit ownership and shall be deemed to be incorporated in any lease executed in connection with a Unit Ownership. Failure of the lessee to comply therewith shall constitute a default under the lease, which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations."

5. The unit owner's account(s), ie: assessment and the garage, must be current and paid in full.
6. From the Declaration & Bylaws: Limits on Lease Terms  
No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes or for a term less than two (2) years and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased. Each Unit Owner shall be permitted only one (1) lease option within each two (2) year term. The subleasing of Units is prohibited. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease, and the failure of the lessee to comply therewith shall constitute a default under the lease and shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. The Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy.

Once written approval has been given, all move-ins must be scheduled through the Management Office by calling (312) 482 8995.

**LEASE APPLICATION FORM  
100 EAST HURON STREET**

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

Name of Lessee: \_\_\_\_\_

Present address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home telephone: \_\_\_\_\_

Occupation: \_\_\_\_\_

Business address (Mr.): \_\_\_\_\_  
\_\_\_\_\_

telephone: \_\_\_\_\_

Business address (Ms.): \_\_\_\_\_  
\_\_\_\_\_

telephone: \_\_\_\_\_

Pets residing in the Unit: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EAST HURON

## CONDOMINIUM ASSOCIATION

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1 Article XII, Paragraph 12.01, is deleted in its entirety, and the following is substituted in its stead:

"12.01 **Limits on Transfers.** Any Unit Owner who wishes to sell or lease his Unit Ownership, or any Owner of the beneficial interest in a Unit Ownership who wishes to sell or assign said beneficial interest, shall give to the Board, not less than thirty (30) days' prior written notice of the terms of any contemplated sale, assignment or lease, including a copy of the proposed sale, assignment or lease agreement, and the name and address and such other information concerning the prospective purchaser, lessee or assignee as the Board may reasonably require. The Board, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which options shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) day period, the Unit Owner may, at the expiration of said thirty (30) day period, and at any time within ninety (90) days after the expiration of said period, contract to sell, assign the beneficial interest in or lease such Unit Ownership to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale or lease transaction within said ninety (90) day period, the Unit Ownership shall again become subject to the Board's option as herein provided. **The subleasing of Units is prohibited.**"

- 2 Article XII, Paragraph 12.02, is deleted in its entirety, and the following substituted in its stead:

"12.02 **Limits on Lease Terms.** No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes or for a term less than two (2) years and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased. Each Unit Owner shall be permitted only one (1) lease option within each two (2) year term. However, any Unit being leased on the effective date of this Amendment shall be exempt from the term limitations of this Amendment until the lease (or any renewal thereof) expires.

First Mortgagees who come into possession of a Unit Ownership pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be permitted to lease those Units for terms no less than one (1) year and shall not be restricted by the one (1) lease option within each two (2) year term.

The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease, and the failure of the lessee to comply therewith shall constitute a default under the lease and shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. The Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy."

100

EAST HURON

CONDOMINIUM ASSOCIATION

**RIDER**

"The 100 East Huron Street Condominium Association provisions of the Act, the Declarartion, the Easement and Operating Agreement, the Rules and Regulations and By-Laws that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit ownership and shall be deemed to be incorporated in any lease executed in connection with a Unit Ownership. Failure of the lessee to comply therewith shall constitute a default under the lease, which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations."

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

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

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.

## 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***

**EAST HURON****CONDOMINIUM ASSOCIATION****CORPORATION FORM LETTER**

This form letter **MUST** be completed & submitted with other requirements when a unit is purchased or leased by a **CORPORATION** for a specific officer of that corporation.

Date:

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

**RE:** Purchase /lease of Unit # \_\_\_\_\_ by \_\_\_\_\_

Ladies & Gentlemen:

This letter is to acknowledge the following understandings and agreements regarding our purchase and ownership or lease 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. We agree that the Unit will be occupied only by \_\_\_\_\_ (corporation officer) of \_\_\_\_\_ (corporation) is (name) who will occupy the Unit with \_\_\_\_\_
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 the \_\_\_\_\_ (officer) and his/her family members and social guests.
5. We shall notify you promptly of any change of \_\_\_\_\_ (officer) of (corporation).

Very truly yours,

(corporation)

Signed by \_\_\_\_\_

