

Condominium unit rider.

Condominium Unit Lease Rider

1. LEASE AND RIDER. This Condominium Unit Lease Rider is attached to and is part of a certain lease dated the date hereof, between the undersigned leasing a unit at:

Condominium (the "Condominium"). In the event of any conflict in the terms of the lease and the terms of this Rider, the terms of this Rider shall control. Unless the context clearly indicates otherwise, any reference in the lease or this Rider to the lease or this Rider shall be deemed to refer to both the lease and this Rider. Defined terms that may be in the lease, such as Landlord, Lessee, apartment and premises, shall be modified to the extent necessary to correspond to defined or capitalized terms as used in this rider.

2. CONDOMINIUM STATUS. Tenant acknowledges that the apartment being rented is a condominium unit and is subject to a certain Declaration of Condominium ownership for the Condominium, which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois. Leased to Tenant as part of the unit are the right to use any limited common elements appurtenant to the unit and the right to use the Condominium common elements in common with other Owners and Occupants of the Condominium, in both cases subject to such restrictions, rules and regulations related thereto now or hereafter contained in the Condominium Declaration or the Condominium association's rules or regulations. Upon written request, Lessor shall make available to Tenant a copy of the Condominium Declaration and the Condominium association's rules and regulations, if any. Tenant agrees to abide by all of the covenants and restrictions imposed upon Occupants and upon Owners by said Declaration (except for the payment of money required of Owners) and the rules, regulations and Bylaws of the Condominium association, all as may be amended from time to time. Any violation by Tenant of any of said covenants, restrictions, rules, regulations and Bylaws shall be deemed a breach of this lease. Tenant hereby permits the association's board of managers and its agents to proceed directly against Tenant for any breach by Tenant of any of said covenants, restrictions, rules, regulations and Bylaws. The Condominium association expressly made a third-party beneficiary of this provision.

3. INDEMNIFICATION. Tenant hereby indemnifies Lessor for any loss, cost, damage or expense (including legal and accounting fees) incurred by Lessor, directly or indirectly, as a result of Tenant's breach of Paragraph 2 above.

4. TENANT MAINTENANCE. (a) It is the responsibility of the Tenant to install and replace all light bulbs, filters and other commonly replaceable elements used in the fixtures in the unit when such elements become dysfunctional.

(b). Tenant shall be responsible for all damage to a dwelling unit beneath or adjacent to his own, caused by overflow of drains or plumbing which is the result of improper use of fixtures by Tenant, his family or guests.

5. RIGHT OF REFUSAL. Tenant acknowledges that this lease _____ (is) _____ (is not) subject to a right of refusal to the Condominium association or its board of managers, and that should such right exist and be exercised this lease shall thereupon terminate and Lessor shall have no obligation whatsoever to Tenant other than the return of any funds paid by Tenant to Lessor.

6. NOTICES. Tenant shall promptly forward to Lessor any notice received by Tenant from the Condominium association or relating to Condominium association meetings or business or complaints about Lessor's or Tenant's actions or omissions.

7. EXCULPATION. Tenant acknowledges that the Condominium association (which may be incorporated) and not Lessor is responsible for the provision, maintenance and repair of many of the facilities and services Tenant expects to enjoy; accordingly, Lessor shall have no obligation to provide, maintain or repair those facilities and services under the control of the Condominium association or its board of managers, provided that upon written request by Tenant, Lessor shall petition the Condominium association, and where appropriate cast his vote, for the provision, maintenance and repair of such of those services and facilities as Lessor has in the lease agreed to provide, maintain or repair, as the case may be.