

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
SALES PACKET**

SELLER CHECKLIST

The Newberry Plaza Condominium Association requires that the following items be submitted to the Management Office Thirty (30) days in advance of closing.

ALL FUNDS MUST BE SUBMITTED IN THE FORM OF CERTIFIED CHECKS, CASHIERS CHECKS OR MONEY ORDERS ONLY.

TO BE COMPLETED BY SELLER(S):

UNIT # _____

_____ **1. FORM "A":**

Complete, initial and sign all "Form A" for seller(s), pages 3-5 of this packet.

_____ **2. SALES PROCESSING FEE:**

- Submit \$600.00, payable to the "Newberry Plaza Condominium Association". Funds must be submitted in the form of Certified Check, Cashier Check, or Money Order.
- **OR** Sign below to approve placing the Sales Processing Fee on the Paid Assessment Letter and payment will be sent to the association out of the proceeds of the closing.

I approve placing the \$600.00 Sales Processing Fee on the Paid Assessment Letter.

Seller Signature _____

_____ **3. ELEVATOR SECURITY DEPOSIT:**

Submit \$400.00, for the refundable elevator security deposit, payable to "Newberry Plaza Condominium Association" in the form of Cashier Check, Certified Check, or Money Order. See page 5 for more information.

_____ **4. SALES CONTRACT:**

Submit a copy of the signed sales contract, including all riders.

_____ **5. DECLARATION & BYLAWS (IF NECESSARY)**

If you require a copy of the Association Declaration & Bylaws, submit \$65.00 payable to the "Newberry Plaza Condominium Association" in the form of Cashier Check, Certified Check, or Money Order.

-
- NOTE: All documents must be submitted with complete information and must be signed by all appropriate parties selling and purchasing the unit.
 - All fees are subject to change without notice.

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
SALES PACKET**

BUYER CHECKLIST

The Newberry Plaza Condominium Association requires that the following items be submitted to the Management Office Thirty (30) days in advance of closing.

**ALL FUNDS MUST BE SUBMITTED IN THE FORM OF CERTIFIED CHECKS,
CASHIERS CHECKS OR MONEY ORDERS ONLY.**

TO BE COMPLETED BY BUYER(S):

UNIT # _____

_____ **1. FORM "B":**

Complete, initial and sign "Form B" for buyer(s), pages 6-13 of this packet.

_____ **2. SALES PROCESSING FEE:**

- Submit \$750.00, payable to the "Newberry Plaza Condominium Association" for processing fee.
- **OR** Sign below to approve placing the Sales Processing Fee on the first month's HOA Assessment Statement

I approve placing the \$750.00 Sales Processing Fee on the first month's HOA Assessment Statement. If multiple buyers, both must sign.

Buyer Signature _____

Buyer Signature _____

-
- NOTE: All documents must be submitted with complete information and must be signed by all appropriate parties selling and purchasing the unit.
 - All fees are subject to change without notice.
 - You must submit a copy of the Closing/Settlement Statement (RESPA) to the Management Office before access to the building will be granted.
 - Submit Proof of Liability Insurance in an amount no less than \$500,000 to the Management Office within 15 days after closing. Renewal policies must be submitted to the management office each year.

FORM A: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR SELLER(S)

The Board of Directors of Newberry Plaza Condominium Association thanks you as a soon-to-be former owner for your cooperation and wishes you well in your new residence. The information requested on this form is necessary to assist our Management in meeting its obligation to maintain Newberry Plaza as a first-class condominium. We appreciate your assistance in completing this form. If you have any comments or suggestions for improving this form, or about any aspect of the operation of the Association, your input and participation are encouraged.

Thank you.

BOARD OF DIRECTORS
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

PART A – SELLER(S) CONTACT INFORMATION

UNIT # _____

Present Legal and Beneficial Owner Name or Holder of Power of Direction if Unit
Held in Trust

Name, if different than above.

(____) _____
Cell Phone

(____) _____
Alternate Phone

Email Address

FORM A: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR SELLER(S)

PART B - NOTICE OF INTENT TO SELL

In accordance with the Regulations established by the Board of Directors under the Declaration of Condominium Ownership, I hereby submit to the Board of Directors this Notice of Intention to Sell the above described Property to the party or parties (and only those parties) named. The tender to and receipt by the Board of this completed form shall constitute valid notice of my intention to sell the Unit.

Seller _____ (initials)

Sale Price _____

*The Board recognizes that this sale price is subject to change.

PART C - SMOKE DETECTOR CERTIFICATION

I certify that there is a smoke detector installed in the unit in good working order, in compliance with City of Chicago Code.

Seller _____ (initials)

PART D - SELLER SIGNATURE

I certify that I have read and initialed Parts A, B and C and that the information therein is complete, true and correct.

Printed Name _____

Date _____

Signature _____

FORM A: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR SELLER(S)

ELEVATOR SECURITY DEPOSIT AND AGREEMENT

This acknowledgement form must be completed regardless of need for elevator usage.

OWNER NAME _____

UNIT # _____

I (We), as owners moving out of the Newberry Plaza, agree to deliver a \$400.00 security deposit, payable to “Newberry Plaza Condominium Association”, via Cashier’s Check, Certified Check, or Money Order. This elevator security deposit will be held by the Association in accordance with its Rules and Regulations as a deposit for elevator usage above two hours and as security against damage caused to the Association’s Common Elements arising from, or out of, elevator usage in moving of my (our) furnishings and belongings out of the Unit(s) identified above. Time above two hours is charged in 15 minute increments at a rate of \$200.00 per hour. Said deposit shall be delivered to the Association prior to elevator usage. Personal checks will not be accepted.

The entire security deposit of \$400.00 will be refunded upon completion of the move, provided there is no damage sustained to the Common Elements of the Newberry Plaza Condominium Association and elevator usage did not exceed two hours. Damage in excess of the security deposit shall be promptly paid by the undersigned to the Association upon demand.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure for availability.

If more than one person is selling, both must sign below.

Forwarding Address: _____

Signature: _____

Date: _____

FORM B: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR BUYER(S)

The Board of Directors of Newberry Plaza Condominium Association wishes to take this opportunity to welcome the new owners to Newberry Plaza and to thank you in advance for your cooperation. The information requested on this form is necessary to assist our Management in meeting its obligation to maintain Newberry Plaza as a first-class condominium. We appreciate your assistance in completing this form. If you have any comments or suggestions for improving this form, or about any aspect of the operation of the Association, your input and participation is encouraged.

Thank you.

BOARD OF DIRECTORS
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

PART A – PURCHASER NAME(S) AND CONTACT

UNIT # TO PURCHASE _____

Purchaser Legal Name or Business/Trust

Name, if different than above

Current Address City State Zip

Cell Phone

Alternate Phone

Email Address

If multiple purchasers, add additional Buyer's contact info below:

Name, if different than above

() _____
Cell Phone

() _____
Alternate Phone

Email Address

FORM B: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR BUYER(S)

PART B – RESIDENT INFORMATION SHEET

UNIT # _____

This sheet is to provide contact information for *all* persons who will be residing in the unit (full or part time) and any additional persons who shall have full access to the unit at all times.

If no-one will be residing in the residence, please fill out the information for the individual(s) who shall be the primary contact regarding management and building communications.

RESIDENT 1:

Name _____

Primary phone _____ Additional phone _____

Email Address _____

Check one: Legal Owner Family Member of Legal owner

Electronic Communication: Yes _____ No _____

By selecting yes, you are agreeing to receive important information via email

Disabled Resident Requiring Assistance: Yes _____ No _____

If yes, Type of Disability _____

Emergency Contact

Name _____ Relationship: _____

Address _____

Primary Phone _____ Additional Phone _____

Email _____

PART B – RESIDENT INFORMATION SHEET CONTINUED

UNIT # _____

RESIDENT 2 (if applicable):

Name _____

Primary phone _____ **Additional phone** _____

Email Address _____

Check one: Legal Owner Family Member of Legal owner

Electronic Communication: Yes _____ No _____

Disabled Resident Requiring Assistance: Yes _____ No _____

If yes, Type of Disability _____

Emergency Contact

Name _____ **Relationship:** _____

Primary Phone _____ **Additional Phone** _____

Email _____

RESIDENT 3 (if applicable):

Name _____

Primary phone _____ **Additional phone** _____

Email Address _____

Check one: Legal Owner Family Member of Legal owner

Electronic Communication: Yes _____ No _____

Disabled Resident Requiring Assistance: Yes _____ No _____

If yes, Type of Disability _____

Emergency Contact

Name _____ **Relationship:** _____

Primary Phone _____ **Additional Phone** _____

Email _____

FORM B: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR BUYER(S)

PART C – ACKNOWLEDGEMENTS

Please Initial Each Item

_____ We certify that: (1) the information set forth above includes each and every person who will occupy the unit and is complete, true and correct; and (2) we will notify the Management Office of any changes in the information set forth above.

_____ We certify that we have copies of the Association’s (1) Declaration and Bylaws and (2) Rules and Regulations, and that we have read and understand them and agree to be bound and abide by them.

_____ We certify that we received a copy of the EPA Required Lead Safety pamphlet.

_____ We understand that this is a no dog building and certain other pets are allowed by the Association’s Rules and Regulations but must be properly registered.

_____ We understand that false statements or documentation, including but not limited to, purchase agreements and riders will be considered a breach and violation of the Declaration and Rules and Regulations, and may result in a fine or other action allowed by law.

_____ We certify that we will be using the unit for residential purposes only.

_____ We acknowledge having been advised that the Association’s insurance does not cover any damage to the interior of our unit, this includes without limitations, damage to wall coverings, paint, paneling, built-ins, carpeting, fixtures, and appliances, any of our personal property and any such property stored elsewhere in the building. We also understand that the Association’s insurance does not cover claims for personal injury, death, or similar occurrences covered by general liability insurance. We agree to obtain our own insurance coverage for all of the foregoing items and any other items not covered by the Association’s insurance.

Buyer’s Signature

Date

Buyer’s Signature

Date

FORM B: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR BUYER(S)

PART D – NOTICE TO BUYERS

This is to notify you that the Association Declaration, which has been recorded against the property, the Association By-Laws and Rules and Regulations provide that all owners, tenants and residents are bound by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, including rules relating to such items as pets, use of units and common elements. The By-Laws and Rules and Regulations further provide that the Association may charge all costs and expenses associated with enforcing the provisions of the Declaration, By-Laws and Rules and Regulations, to the Unit Owner and that in the event a tenant or other resident is in violation of the By-Laws and Rules discretion to enforce the terms of the lease, and that any violation of the Association Declaration, By-Laws, or Rules and Regulations shall constitute a default under the terms of the lease and breach of the lease.

Buyer _____(initials)

Buyer _____(initials)

PART E – BUYER’S SIGNATURE(S)

I (We) hereby certify that I (we) have read, completed and initialed the appropriate boxes in Parts A through E of this form, and that the information therein is complete, true and correct.

Name _____

Date_____

Signature _____

Name _____

Date_____

Signature _____

FORM B: NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FOR BUYER(S)

ELEVATOR USAGE AGREEMENT

This acknowledgement form must be completed regardless of need for elevator time.

UNIT # _____

OWNER NAME _____

OWNER NAME _____

I (We), as the undersigned owner(s) or soon to be owner(s), agree to be bound by the Rules and Regulations of the Association and any other of the Association's governing documents. In accordance thereto, if any damage is caused to the Association's Common Elements arising from, or out of, elevator usage in the moving of my (our) furnishings and belongings from the Unit(s) identified above, any such damage will be billed back to the monthly Assessment. Time above two hours is charged in 15 minute increments at the rate of \$50.00 per 15 minutes.

Any additional elevator usage for deliveries or removal will be billed back to the monthly Assessments at the rate of \$50.00 per 15 minute increments. For single trip deliveries there is no charge. (*may be subject to change)

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure for availability.

If more than one person is buying, both must sign below.

SIGNATURE _____ **Date:** _____

SIGNATURE _____ **Date:** _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
PET REGISTRATION AGREEMENT**

***If you do not have a pet, write "N/A" under Type of Pet and sign the second page of this agreement to acknowledge the policy.**

UNIT # _____			
Unit Owner Name(s) _____			
Cell Phone (____) _____		Home Phone (____) _____	
Type of Pet _____			
Pet's Name _____		Breed _____	
Date of Birth _____		Date of last rabies shot _____	
Color _____	Height _____	Weight _____	Sex _____
If Male Cat: Certificate of Neutering (Check box and attach certificate)			<input type="checkbox"/>

The above named unit owner(s) and/or tenant(s), in consideration of the permission granted by the Newberry Plaza Condominium Association ("Association") to keep a pet in their unit, hereby agrees as follows:

1. No pets or guest pets are allowed in the building except for
 - a. those specific dogs and cats that were registered with the Management Office in accordance with the 1986 Rules. These registrations are not transferable; and, those pet of the type usually and customarily kept as a household pet which are maintained in a cage, aquarium, or similar enclosure and do not use the common elements, and
 - b. Do not exceed in size or weight of a common household cat, and are non-venomous and otherwise present no danger to residents in the event of escape;
 - c. Provided however, that this section does not permit the keeping dogs, mice, rats, insects, or snakes.
2. Household cats are allowed under Section 1(b), but are limited to no more than two per residence. Male cats must be neutered and the certificate of neutering provided.
3. Pets must be raised or kept using the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety, and welfare of the remaining Owners and Tenants. No animals shall be raised, bred or kept for any commercial purpose. Litter boxes must be kept clean at all times, minimally clean daily if in use, in order to eliminate any odors in any common area or other units. Kitty litter must be disposed of in tightly sealed plastic bags and placed in the garbage chute.
4. Pets shall be controlled so as not to (a) create a nuisance or (b) relieve themselves in or on the Common

Elements. Any deposit of waste by a pet on the Common Elements shall promptly and properly be disposed of by the person attending to the pet. Pets shall not be fed in any portion of the Common Elements.

5. No pets may be left unattended at any time in the Common Elements. At no time will pets, except dogs permitted under Section 1(a) above, be permitted in the Common Elements unless carried in an enclosed container. The leash shall not be more than six (6) feet in length.
6. An Owner is responsible for damage or other violations of these Rules and Regulations and Guidelines caused by any pets kept or maintained in the Units owned by him or her, including pets of his or her Tenants and invitees of the Owner or Tenant. The cost of repairing or remedying any damage caused by a pet, and the cost or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-Laws or Rules and Guidelines, shall be charged to the responsible Owner.
7. All pets must be registered. The Board may impose such registration fees as it deems appropriate. For the protection of all persons, registrations of authorized pets shall include the pet Owner's name, the pet's name, the Unit number, a physical description of the pet and up-to-date proof of current rabies inoculation.
8. Any Owner, Tenant, Association officer employee who observes any litter, damage or other violation caused by a pet should report such violation in writing to the Management Office, identifying the pet and/or its owner and/or Unit and describing the violation.
9. All statutes, ordinances, Rules and Guidelines of the governmental organizations of body having jurisdiction over the Building, pertaining to animal regulation, are incorporated herein and made a part thereof.
10. Any Owner who has been found to have been responsible for one or more violations of these Rules and Guidelines shall be deemed to have a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter, the Board or its authorized agents may elect to order the permanent removal of the pet from the building upon three (3) days' notice from the Board its authorized agents. In addition, each violation of the above agreement may result in a fine per occurrence.

The Unit Owner(s) identified above here by execute this Agreement on this
day _____ of _____, _____ and agree to be subject to its enforcement.
 day month year

Unit Owner Signature _____

Unit Owner Signature _____