



Property of Cook County Recorder's Office

AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 20 day of October, 2000 by and between **Wrightwood Commons Condominium Association**, an Illinois not-for-profit-corporation (the "Association") and **Dan Scheinfeld and Sandra Scheinfeld**.

WITNESSETH:

WHEREAS, the property described on Exhibit A hereto and commonly known as 624 - 632 W. Wrightwood Avenue, Chicago, Illinois (the "Property") was submitted to the provisions of the Illinois Condominium Property Act pursuant a Declaration of Condominium recorded with the Office of the Recorder of Deeds of Cook County as Document No. 96-293146 (as amended from time to time, the "Declaration").

WHEREAS, the Association is responsible for the administration of the Property pursuant to the Declaration.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

DAVID SUGAR
SCHWARTZ & FREEMAN
401 N. MICHIGAN AVE., STE 1900
CHICAGO, IL 60611
RECORDER'S BOX 57

COMMON ADDRESS
624 -632 W. Wrightwood
Chicago, Illinois 60614

PIN: 14-28-305-064- 1001
to
14-28-305-064-1098

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WHEREAS, Daniel R. Scheinfeld and Sandra J.P. Scheinfeld (hereinafter "Scheinfeld") are the owner of condominium parking space unit P-38 in the Wrightwood Commons Condominium ("Unit P-38").

WHEREAS, disputes have arisen between Scheinfeld and the Association relative to Scheinfeld's right to own, use and occupy unit P-38.

WHEREAS, Scheinfeld and the Association wish to resolve those disputes on the terms and subject to the conditions hereinafter set forth, with this agreement binding on Scheinfeld and all future owners of Unit P-38.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Notwithstanding any contrary provisions in the Declaration, the Association agrees that Scheinfeld may continue to own and use and occupy Unit P-38, subject to the special terms and conditions hereinafter set forth.

2. Notwithstanding any contrary provisions in the Declaration, Scheinfeld agrees, for Scheinfeld and Scheinfeld's successors and assigns, that (a) the owner of Unit P-38 will pay condominium common expense assessments on Unit P-38 based on Unit P-38's percentage ownership interest in the common elements of the Wrightwood Commons Condominium, (b) Unit P-38 must at all times be used and occupied only by an occupant of 618 W. Wrightwood, Chicago, Illinois or by a resident of the Property, and (c) Unit P-38 may be transferred only to a Wrightwood Commons Condominium residential condominium unit owner or to a successor in interest to Scheinfeld's ownership of 618 W. Wrightwood, Chicago, Illinois.

15. Subject to the terms and conditions of this Agreement, the Association covenants and agrees (a) that Scheinfeld (and Scheinfeld's permitted lessees and assigns) shall have quiet use and enjoyment of Unit P-38 in the same manner as other owners of condominium parking space units in the Wrightwood Commons Condominium Association, (b) that Scheinfeld (and Scheinfeld's permitted lessees and assigns) may continue to access Unit P-38 from 618 W. Wrightwood, Chicago, Illinois, via the existing pedestrian access gate, and (c) that it will provide Scheinfeld with any and all access codes, keys, electronic devices or other implements necessary to gain access to condominium parking space unit P-38. The Association also acknowledges and recognizes Scheinfeld's ownership of Unit P-38, notwithstanding any provision now or hereafter contained in the Declaration that would preclude ownership of Unit P-38 by Scheinfeld.

3. In the event of any breach by the owner of Unit P-38 of any of the provisions of this Agreement, the Association shall be entitled to recover from the owner

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of Unit P-38 all reasonable attorneys' fees and court costs incurred by the Association in connection with any litigation instituted by the Association to enforce the provisions of this Agreement in which the Association is the prevailing party. In the event of any breach by the Association of any of the provisions of this Agreement, the owner of Unit P-38 shall be entitled to recover from the Association all reasonable attorneys' fees and court costs incurred by the owner of Unit P-38 Association in connection with any litigation instituted by the Association to enforce the provisions of this Agreement in which the owner of Unit P-38 is the prevailing party.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and to their respective successors and assigns, and shall constitute and be deemed covenants running with the land with respect to Unit P-38.

5. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then and in that event it is the intention of the parties that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause as may be possible and be legal, valid and enforceable.

6. The parties agree that this Agreement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Daniel R. Scheinfeld

Sandra J.P. Scheinfeld

**WRIGHTWOOD COMMONS
CONDOMINIUM ASSOCIATION**

By: _____

Its President

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Daniel R. Scheinfeld


Sandra J.P. Scheinfeld

WRIGHTWOOD COMMONS
CONDOMINIUM ASSOCIATION

By: 
Its President

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State of Illinois)
)SS
County of Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Daniel R. Scheinfeld and Sandra J.P. Scheinfeld, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of October, 2000.

Linda Miller
Notary Public

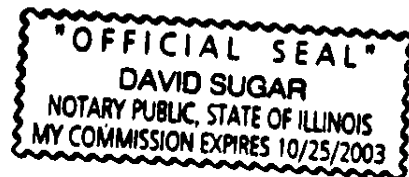


State of Illinois)
)SS
County of Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that JON D. KNOUSE, the President of the Wrightwood Commons Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that s/he signed and delivered the same instrument as her/his own free and voluntary act, and the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of October, 2000.

David Sugar
Notary Public



00939682

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State of Illinois)
)SS
County of Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Daniel R. Scheinfeld and Sandra J.P. Scheinfeld, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2000.

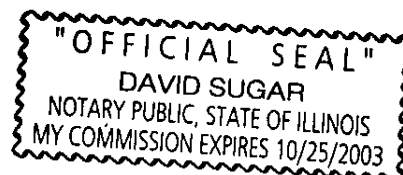
Notary Public

State of Illinois)
)SS
County of Cook)

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Given under my hand and seal this 3rd day of October, 2000.

David Sugar
Notary Public



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EXHIBIT A

(Legal Description of Property)

PARTS OF CERTAIN LOTS IN THE SUBDIVISION OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALL AS MORE FULLY SET IN THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 96293146, AS AMENDED FROM TIME TO TIME.

Property of Cook County Clerk's Office

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