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Cook County Recorder 29.50



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**Document prepared by
and after recording return to:**

Barrett J. Schulz, Esq.
Piper Marbury Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

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HVAC AGREEMENT BETWEEN UNIT OWNERS

THIS HVAC AGREEMENT BETWEEN UNIT OWNERS (this "Agreement") is entered into as of this 20th day of March, 2000 by and between Barrett J. Schulz, as owner of Unit One ("Owner One"), and Barrett J. Schulz, as owner of Unit Two ("Owner Two"), to create and evidence the agreements hereinafter described.

WHEREAS, Owner One owns Unit 1 in the 3032 North Seminary Condominium Association ("Unit One"), which unit is legally described on Exhibit A attached hereto;

WHEREAS, Owner Two owns Unit 2 in the 3032 North Seminary Condominium Association ("Unit Two"), which unit is legally described on Exhibit B attached hereto;

WHEREAS, Unit One and the first floor (of two floors) of Unit Two share certain heating, ventilation and air conditioning systems ("HVAC");

WHEREAS, Owner One and Owner Two desire to enter into this Agreement to provide for payment and allocation of the costs for the HVAC.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. **Heating.** The heating component of the HVAC is gas forced air and a separate bill is issued by the gas company for heating gas, as oppose to cooking gas which is billed directly to each unit owner. Owner One and Owner Two agree to divide the gas bill equally and to pay their respective portion of such bills promptly prior to the due date of such bill.

2. **Air Conditioning.** The cooling component of the HVAC is powered by electric, which electric is included in the electric bill issued directly to Owner One. Owner One and Owner Two agree to divide equally the costs of such electric bill exceeding \$30.00 during the months in which air conditioning is used. The foregoing \$30.00 amount may be changed by mutual agreement of Owner One and Owner Two upon evidence that the actual monthly usage of electricity by Unit One averages greater or less than \$30.00 for months in which air conditioning is not used.

3. **Enforcement.** Either owner's failure to pay the amounts due hereunder from such owner in a timely manner is default under this Agreement. In the event of a default, the non-defaulting unit owner may pay the amounts due from a defaulting unit owner and recover such amounts plus interest at 10% per annum from the defaulting unit owner. In addition, a non-defaulting owner may pursue remedies at law or in equity. The prevailing party in any suit or proceeding arising under this Agreement shall be entitled to recover from the non-prevailing party all court costs and fees (including reasonable attorneys' fees) incurred in connection with such suit or proceeding.

IN WITNESS WHEREOF, parties hereto execute this Agreement as the day and date first upon written.

OWNER ONE

OWNER TWO



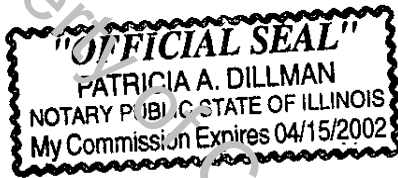
BARRETT J. SCHULZ

BARRETT J. SCHULZ

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PATRICIA A. DILLMAN, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY, that Barrett J. Schulz, personally known to me to be the person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged she/he signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2000.



Patricia A. Dillman
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF UNIT ONE

UNIT 1, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 3032 NORTH SEMINARY CONDOMINIUM DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 99544303, OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3032 North Seminary
Chicago, Illinois 60657

P.I.N.: 14-29-208-028 (pending tax division)

EXHIBIT B

LEGAL DESCRIPTION OF UNIT TWO

UNIT 2, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 3032 NORTH SEMINARY CONDOMINIUM DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 99544303, OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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