



Doc#: 0715709045 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2007 09:59 AM Pg: 1 of 5

**This form of document prepared
by and upon recording mail to:**

**David M. Bendoff, Esq.
Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, IL 60089**

**UNIT OWNER MAINTENANCE
AND INDEMNIFICATION AGREEMENT
REGARDING COMMON ELEMENTS-WINDOWS**

THIS AGREEMENT is being made by and between the Hawthorn Place Condominium Association (the "Association") and Mark and Sachiko Majoros, the Owner of Record on behalf of themselves and their assigns and successors in title or interest (the "Owner") of Unit No. 315-F located at 315-F Hawthorn Avenue, Glencoe, Illinois 60022, which unit is referred to as the "Unit" and is legally described in Exhibit "A" attached hereto.

WHEREAS, pursuant to a Declaration of Condominium Ownership (the "Declaration") which was recorded with the Cook County Recorder of Deeds as Document No. 22823119, the Association is the governing body charged with the administration of certain condominium property situated in Glencoe, Illinois and commonly referred to as the Hawthorn Place Condominium (the "Condominium"); and

WHEREAS, the Declaration provides that maintenance, repair, and replacement of the common element windows is the responsibility of the Board of the Association; and

WHEREAS, the Association is undertaking a project to replace the common element windows; and

WHEREAS, the Owner desires to retain the existing Pella windows serving the Unit rather than having them replaced by the Association, and the Association is agreeable, with certain conditions.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Association and Owner agree as follows:

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1. Incorporation of Recitals. The recitals set forth above are fully incorporated into this Agreement, which shall be construed in light thereof.

2. Maintenance, Repair, Replacement. The Owner hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, and preservation relating to the Pella windows serving the Unit. If the Owner fails to perform any maintenance, repair, or preservation, or to carry out any of Owner's obligations under this Agreement, and fails to correct such default within five (5) days after written notice from the Association to do so (or immediately upon demand in cases of emergency), then (i) the Association shall have the right, but not the obligation, to perform any and all such work required to be performed by Owner and the Owner hereby agrees to be liable for any and all costs and expenses of such work (including, but not limited to, professional and attorneys' fees), which costs and expenses shall also become a lien against the Unit, or (ii) the Association may, in its sole discretion, terminate this Agreement upon thirty (30) days written notice to Owner. The Board shall have the sole discretion to determine, at any time, that the existing Pella windows serving the Unit need to be replaced, and in such instance, the Pella windows shall be replaced by the Association with windows of the Board's selection, and the cost of the new windows and installation, and any related maintenance, repair, or replacement of the common elements, shall be borne solely by the Owner.

3. Indemnification. The Owner agrees to fully and completely defend, hold harmless and indemnify the Association, its Board of Managers, its members, its agents, its representatives, and its employees from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (including, but not limited to, reasonable professional and attorneys' fees), and hereby agrees not to sue and waives and releases any claims against the foregoing parties, which arise from or are in any way related to the retention, maintenance, repair, replacement, or restoration of the Pella windows serving the Unit.

4. Attorney's Fees. If either party resorts to litigation to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover its costs and attorney's fees from the losing party. The parties agree that this Agreement may be enforced by specific performance or injunctive relief, as well as any other remedy available at law or equity.

5. Subsequent Owner. This Agreement shall be binding upon the undersigned and their successors, assigns, heirs and devisees, including, but not limited to, any successor owner or owners of Unit No. 315-F.

6. Notices. Notices shall be given in writing and sent to the parties at the addresses indicated below, as may be changed from time to time by written designation pursuant to this paragraph. Notices shall be deemed served immediately upon personal delivery or on the second business day following deposit in the U.S. certified or registered

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mail, return receipt requested with proper postage prepaid.

7. Miscellaneous. Time is of the essence of this Agreement. The Board of Managers of the Association is entering into this Agreement as agents of the Owners and the Association and shall have no personal liability hereunder. Owner has had the opportunity to consult with independent legal counsel of his/her own choosing and has fully read and understands the implications of the Agreement and the covenants and obligations of each party hereunder. This Agreement constitutes the entire agreement of the parties, shall be governed by Illinois law, and can only be amended only by a written instrument executed by both parties and recorded with the Cook County Recorder of Deeds. This Agreement itself shall be recorded with the Cook County Recorder of Deeds for the benefit of the parties and at the expense of the Association.

8. Termination. This Agreement shall terminate at such time as the Pella windows serving the Unit are replaced.

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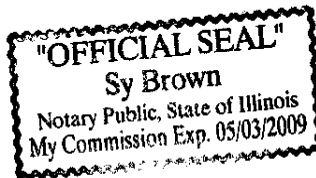
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IN WITNESS OF THE FOREGOING, the Association and the Owner have executed this Agreement as of the 2nd day of June, 2007.

HAWTHORN PLACE CONDOMINIUM ASSOCIATION
Hawthorn Avenue & Green Bay Road, Glencoe, Illinois 60022

BY: Stewart A. Aull
Its Vice President

ATTEST:
By: Janice L. Raggi
Its Secretary



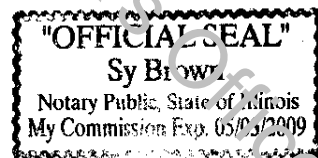
This instrument was acknowledged before me on June 2 2007 by STEWART A. SCHODER and JANICE L. RAGGI as Vice President and Secretary, respectively, of the Hawthorn Place Condominium Association.

[Signature]
Notary Public Signature

UNIT OWNER SIGNATURE
UNIT NO. 315-F
315-F Hawthorn Avenue, Glencoe, Illinois 60022

[Signature]
Mark Majoros

[Signature]
Sachiko Majoros



This instrument was acknowledged before me on June 2, 2007 by Mark Majoros and Sachiko Majoros

[Signature]
Notary Public Signature

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EXHIBIT "A" **LEGAL DESCRIPTION OF THE UNIT**

Unit 315-F in the Hawthorn Place Condominium, as delineated on a survey of the following described real estate:

Parcel 1

Lots 1 and 2 in Richburg's resubdivision of the Easterly 210 feet of Lot 10, and the Easterly 210 feet of the Southerly 2/3rds of Lot 9 in Block 23 in Glencoe being a subdivision of part of Sections 5, 6, & 7 and Section 8, Township 42 North, Range 13 East of the Third Principal Meridian.

Parcel 2

The Southerly 1/3 of Lot 7, all of Lot 8, the Northerly 1/3 of Lot 9 and the Southerly 1/3 of the Easterly 40 feet of Lot 14, the Easterly 40 feet of Lot 13 and the Northerly 1/3 of the Easterly 40 feet of Lot 12, all in Block 23 in Glencoe being a subdivision of part of Sections 5, 6, & 7 and Section 8, Township 42 North, Range 13 East of the Third Principal Meridian.

which survey is attached as Exhibit "A" to the Declaration of Condominium made by LaSalle National Bank under Trust # 35799 recorded as Document 22823119 and as amended by Document 22836726 together with the undivided percentage interest in the Common Elements, in Cook County, Illinois.

Property: 315-F Hawthorn Avenue, Unit 315-F
Glencoe, Illinois 60022

P.I.N. 05-07-212-029-1015