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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/29/2011 11:47 AM Pg: 1 of 13

**SUPPLEMENT TO
EXHIBIT A TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP FOR**

**VAIL AVENUE
CONDOMINIUM
ASSOCIATION**

For Use By Recorder's Office Only

**This document prepared by and
after recording to be returned to:**

Matthew L. Moodhe, Esq.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 - 847. 537. 0500

RECORDING FEE 60
DATE 7-29-11 COPIES 6
OK BY [Signature]

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EXHIBIT A

CONDOMINIUM ASSOCIATION FURNISHED SERVICES COST SHARING AGREEMENT

This Agreement is made this 17th day of May, 2011 by and between the Vail Avenue Condominium Association, a not-for-profit corporation (hereinafter referred to as "Association") and Village Green LLC and A & T Properties, LLC (hereinafter referred to as "Commercial Property Owner").

WHEREAS, a Declaration of Condominium Ownership and Provisions Relating to Certain Non-Condominium Property was recorded with the Cook County Recorder of Deeds as Document No. 00625338 (hereinafter referred to as "Declaration") for the property located at 44 North Vail Avenue, Arlington Heights, Illinois which consists of residential condominium units and commercial property; and

WHEREAS, pursuant to Article 1, Section 1.12 of the Declaration, the Association is required to provide Condominium Association Furnished Services, as defined therein, which are services designated by agreement of the Commercial Property Owner and the Association from time to time. In general, the Condominium Association Furnished Services shall include services which benefit the entire building, but which are best furnished by the Association; and

WHEREAS, pursuant to Article 10, Section 10.04(a) of the Declaration, Commercial Property Owner shall pay to the Condominium Association the Commercial Property Cost Sharing Percentage allocated to such Owner multiplied by the cost of the Condominium Association Furnished Services, among other expenses; and

WHEREAS, the parties desire to enter into an agreement outlining the Condominium Association Furnished Services; and

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the Condominium Association Furnished Services shall consist of the list contained in Exhibit 1 attached hereto.
2. The parties acknowledge and agree to abide by the terms and conditions of the Declaration including, but not limited to, the payment and enforcement provisions regarding the Condominium Association Furnished Services as outlined in Article 10 of the Declaration.

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3. This Agreement shall run with the land and inure to the successors and/or assigns of the Condominium Association and/or Commercial Property Owner.

VAIL AVENUE CONDOMINIUM ASSOCIATION

A & T PROPERTIES, LLC

By: [Signature]

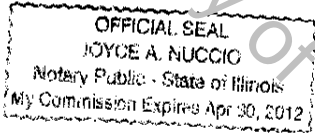
By: Mark Adz

Its: President

Its: Mark

SUBSCRIBED & SWORN TO before me this 10th DAY of MAY, 2011

Joyce A. Nuccio



VILLAGE GREEN, LLC

By: Mark Adz

Its: Mark

Subscribed and sworn before me this 10th day of May 2011



Irina B. Dimova

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EXHIBIT 1

Vail Avenue Condominium Association ("VACA")

Furnished Services that benefit the Commercial Owner

Association Provided Services - 10.3% Commercial Expense

SUB LEVEL PUMP ROOM

1. Electric Fire Pump Controller.
2. Jockey Pump Controller.
3. Fire Pump.
4. All controls valves, switches, pipes, cabinets that pertain to Fire Pump
5. This system is maintained and serviced by Simplex. All Simplex charges and fees for servicing this unit.
6. Domestic Water Controls, Pumps, and Pressure Tanks.

GARAGE AREA

1. Foundation Walls, Cracking Settling Repair and Maintenance.
2. Sump Pump Room and Sump Pumps.
3. Electric service switches and controls for sump pumps.
4. Domestic Main Sewer Lines Rod Annually.
5. Main Water Lines.
6. Main Gas Lines Servicing Building.

1ST FLOOR

1. Simplex Control Board Fire Alarm and shared common devises
2. Elevator \$50.00 Per Use and \$50.00 each additional consecutive day of use.

8TH FLOOR

1. Exit Doors to Roof North and South (Access to Commercial Equipment).
2. De-Icing System (Maintenance).
3. Hatch to 9th Floor.

COMMON SERVICES

1. Phone service for elevator.

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2. Phone service for Simplex fire panel.
3. Property insurance.
4. Common Heat
5. Common Electric
6. Water Usage (by sub meter of Vail Avenue Condominium Association). It is understood that the retail units owned by A&T Properties, LLC ("A&T") and Village Green, LLC ("VG") are provided water via a sub meter to VACA. Retail owner is billed by each submeter. A&T & VG are simply a receiver of monies due VACA for use. If A&T and VG fail to turn over funds from their tenants to VACA, VACA may go directly to the tenant for payment.

EXTEPIOR

1. Pressure Test Fire Sprinkler System.
2. Emergency Electric Generator Maintenance, Repair and Replacement.

GARBAGE ROOM

1. Overhead garage door to include all maintenance, electrical hookup, switches and motors cleaning and painting.
2. Cleaning and or painting of concrete floor and walls.
3. Maintenance of electrical, water lines, ceiling-hung heaters and maintaining heat.
4. Garbage room is not to be used for storage by residential or retail.
5. Garbage room must be maintained in a clean and organized manner. Inspection by lobby staff is performed daily any debris or items left in garbage room will be disposed of.
6. Regular inspection and application of insect control.

Pursuant to Article 1, Section 1.06 of the declaration "Commercial Property Owner provided Services". The Commercial Property owner agrees that any major repair or replacement proposals must be submitted to residential association for approval. Commercial owner agrees to provide association with copies of any long term contracts for service of these areas.

At present, the retail spaces occupied by Peggy Kinnane and Armand's have a metal fence enclosing an outdoor seating area. It is agreed that this fence is a tenant installed improvement. The residential condominium association does not have any responsibility to its maintenance. If this improvement impedes maintenance repair or replacement of any of the common elements the cost of removal of any tenant improvement will not be shared by the association.

It is also agreed that the first floor commercial entities shall provide access to all mechanical, plumbing, shut offs, drains or any other common element located at the ceilings. If the retail entity has an improvement blocking access to any common elements

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said improvement shall be removed at THE COMMERCIAL OWNERS EXPENSE WITH NO COST TO THE ASSOCIATION.

If access is needed to one of these shut offs, retail owners will not prohibit or restrict access. In addition if there is an emergency the association and/ or its manager will be provided with a 24 hour emergency number.

Commercial owner and Vail Ave Condo Association agree to issue invoices on a monthly basis and each entity agrees to respond to invoicing with payment or basis for nonpayment within 30 days of receipt. Payments for all agreed invoices shall be paid within 30 days of receipt.

VAIL AVENUE CONDOMINIUM ASSOCIATION

A&T PROPERTIES, LLC

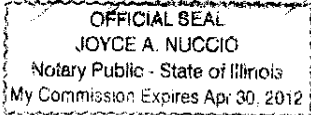
By: [Signature]
Its: PRESIDENT.

By: [Signature]
Its: Member

SUBSCRIBED & SWORN TO Before me THIS 6th DAY OF MAY, 2011

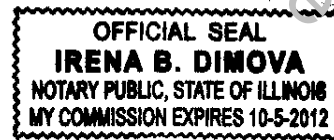
VILLAGE GREEN, LLC

[Signature]



By: [Signature]
Its: Member

Subscribed and sworn before me this 10th day of May 2011



[Signature]

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8.0 ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any stipulations to dismiss and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

9.0 CONTRACTUAL

The parties agree that the Release and the provisions hereof are contractual in nature and not mere recitals.

10.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release constitutes the entire agreement and understanding between the parties with regard to the matters set forth in it and shall be binding upon and insure to the benefits of all related parent, subsidiary or affiliated companies, and the executors, administrators, personal representatives, heirs, successors and assigns of each.

11.0 EFFECTIVENESS

This Release shall become effective upon execution by the parties by and through its authorized representatives.

12.0 AGREEMENT TO DISMISS LITIGATION AND ARBITRATION

The parties agree to dismiss the Litigation and Arbitration forthwith, with prejudice, each party to the Litigation and Arbitration to bear their own costs.

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IN WITNESS WHEREOF, the authorized representatives of Vail, EXPRESSLY INTENDING TO BE LEGALLY BOUND HEREBY, have executed this Release.

Vail Street Condominium Association

By: [Signature]
Curt Yearwood

SUBSCRIBED AND SWORN TO before
Me this 10 day of MAY 2011

[Signature]
Notary Public
OFFICIAL SEAL
JOYCE A. NUCCIO
Notary Public - State of Illinois
My Commission Expires Apr 30, 2012

Village Green, LLC

By: [Signature]

SUBSCRIBED AND SWORN TO before
Me this 10 day of MAY 2011

[Signature]
Notary Public

OFFICIAL SEAL
IRENA B. DIMOVA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-5-2012

A&T Properties, LLC

By: [Signature]

SUBSCRIBED AND SWORN TO before
Me this 10 day of MAY 2011

[Signature]
Notary Public

OFFICIAL SEAL
IRENA B. DIMOVA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-5-2012

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LEGAL DESCRIPTION

Units 201 through 708, together with its undivided percentage interest in the Common Elements in the Vail Avenue Condominium, as delineated and defined in the Declaration recorded as Document No. 00-625338, as amended from time to time, in the Southwest $\frac{1}{4}$ of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 44 N. Vail Avenue, Arlington Heights, Illinois

<u>PIN Number</u>	<u>Unit Number</u>
03-29-340-026-0000	
03-29-340-027-1001	201
03-29-340-027-1002	202
03-29-340-027-1003	203
03-29-340-027-1004	204
03-29-340-027-1005	205
03-29-340-027-1006	206
03-29-340-027-1007	207
03-29-340-027-1008	208
03-29-340-027-1009	209
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03-29-340-027-1022	307
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03-29-340-027-1024	309
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03-29-340-027-1076	704
03-29-340-027-1077	705
03-29-340-027-1078	706
03-29-340-027-1079	707
03-29-340-027-1080	708
03-29-340-027-1081	505
03-29-340-027-1082	506

Property of Cook County Clerk's Office

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PERCENTAGE OF COMMON ELEMENTS ATTRIBUTABLE TO EACH UNIT

<u>Unit Number</u>	<u>Percentage</u>
201	1.39%
202	1.33%
203	1.41%
204	0.80%
205	0.80%
206	1.47%
207	1.31%
208	0.82%
209	0.94%
210	1.22%
211	1.47%
212	0.80%
213	0.80%
214	1.41%
215	1.47%
301	1.39%
302	1.33%
303	1.41%
304	0.80%
305	0.80%
306	1.47%
307	1.31%
308	0.82%
309	0.94%
310	1.22%
311	1.47%
312	0.80%
313	0.80%
314	1.41%
315	1.47%
401	1.39%
402	1.33%
403	1.41%
404	0.80%
405	0.80%
406	1.47%
407	1.31%
408	0.82%
409	0.94%

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<u>Unit Number</u>	<u>Percentage</u>
410	1.22%
411	1.47%
412	0.80%
413	0.80%
414	1.41%
415	1.47%
501	1.39%
502	1.33%
503	2.21%
505	0.80%
506	1.47%
507	1.31%
508	0.80%
509	0.94%
510	1.22%
511	1.47%
512	0.80%
514	2.21%
515	1.47%
601	1.39%
602	1.21%
603	1.68%
605	2.43%
606	1.17%
607	0.82%
608	0.94%
609	1.19%
610	1.62%
611	0.81%
612	1.68%
613	1.47%
701	1.20%
702	1.45%
703	1.96%
704	1.48%
705	3.21%
706	1.11%
707	1.97%
708	1.44%

Property of Cook County Clerk's Office