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RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/09/2013 11:31 AM Pg: 1 of 6

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 29th day of March, 2013 between Ontario Street Lofts Condominium Association ("Association") and Charles Engasser ("Unit Owner").

WITNESSETH:

WHEREAS, the real estate described on Exhibit A hereto and commonly known as 411 – 451 W. Ontario, Chicago, Cook County, Illinois was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a "Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Ontario Street Lofts Condominium Association" recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 22, 1994 as Document Number 94827940 (the "Declaration").

WHEREAS, Unit Owner is the owner of unit 722 in the Association (the "Unit").

WHEREAS, the Declaration authorizes the Unit Owner to have exclusive use of the rooftop area contiguous to the Unit.

WHEREAS, the Unit Owner wishes to install decking and other improvements (collectively, the "Improvements") on the rooftop area contiguous to the Unit.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

DAVID SUGAR
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE, SUITE 1200
CHICAGO, IL 60606

COMMON ADDRESS:

411 – 451 W. Ontario Street
Unit 722
Chicago, Illinois 60654

PIN: 17-09-128-017- 1155

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WHEREAS, the Association and the Unit Owner are mutually desirous of entering into an agreement concerning installation, removal, relocation and reinstallation of the proposed Improvements, all as is more fully described hereinbelow.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Association hereby authorizes installation of the Improvements on the Unit Owner's exclusive use rooftop area contiguous to the Unit upon satisfaction of all the following conditions prior to commencement of installation of any Improvements:

- a. Unit owner must provide the Association with detailed plans and specification for the proposed Improvements;
- b. An independent structural engineer hired by (or acceptable to) the Association must approve such plans and specifications and certify to the Association that the proposed Improvements do not pose undue burdens for the building's structure and conform to all applicable governmental codes, rules and regulations, including load limits. Unit Owner shall pay (or reimburse the Association for) the entire cost of such engineer's services, regardless of the engineer's findings and conclusions;
- c. Unit Owner must obtain and provide the Association with proof of issuance of a valid City of Chicago permit for the Improvements. Conditioned on compliance with the requirements of paragraphs a(a) and 1(b) above, the Association will issue a letter to the City of Chicago supporting approval of any such permit application;
- d. Installation of the Improvements must be in compliance with the Association's rules and regulations relating to renovation and remodeling;
- e. Unit Owner shall not any make any additions or alterations to the Improvements shown in the plans and specifications submitted pursuant to paragraph 1(a) above, without the Association's prior written approval.

2. The Unit Owner shall at all times maintain the Installations in good condition and repair, all at the Unit Owner's sole cost and expense.

3. The Unit Owner shall be responsible for, and shall indemnify, defend and hold the Association harmless from and against, any loss, cost or damage in any way resulting from or arising out the presence or use of the Installations.

4. Whenever temporary removal of some or all of the Improvements is needed for inspection, testing, maintenance, repair, restoration or replacement of the roof membrane, parapet walls or other common element facilities or to make repairs necessary to prevent damage to the common elements or any unit, the Association shall give notice to such effect to the Unit Owner (a "Removal Notice"). Every Removal Notice shall describe with specificity which Improvements must be removed, the date by which such removal is needed, and a projected date on which such Improvements may be reinstalled. Other than in an emergency situation, the date by which Improvements must be removed will be not less than fourteen (14) days after the date on which the Removal Notice is given. The Unit Owner shall, at the Unit Owner's sole cost and expense, remove the Improvements specified in the Removal Notice no

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later than the date specified in the Removal Notice, and the Unit Owner shall not reinstall such Improvements until after the Association has completed its work and authorized reinstallation of such Improvements; if the Unit Owner fails to remove the Improvements within the time specified in the Removal Notice, the Association may cause the Improvements to be temporarily removed and relocated, and the cost thereof shall be specially assessed to the Unit, which special assessment shall constitute a lien upon the Unit and shall be subject to collection in the same manner as other unpaid common expense assessments.

5. All notices and approvals to be given by one party to the other party under this Agreement shall be given in writing, and mailed or delivered as follows:

(a) To Unit Owner:

Charles Engasser
411 W. Ontario Street – Unit 722
Chicago, IL 60654

or to such other person at such other address designated by notice sent to the Association.

(b) To Association:

Board of Directors
Ontario Street Loff's Condominium Association
411 W. Ontario Street
Chicago, IL 60654

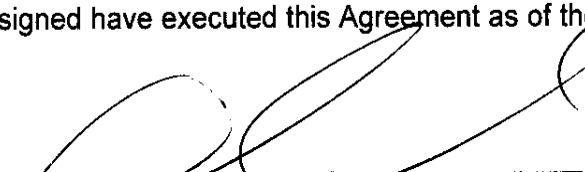
or to such other person at such other address designated by notice sent to the Unit Owner.

6. All terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Unit Owner, and each of the Unit Owner's successors and assigns as owner of the Unit.

7. This Agreement shall be governed and construed by the laws of the State of Illinois. The invalidity or unenforceability of any provision hereto shall not affect or impair any other provisions of this Agreement. Licensor's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right granted herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, not contained in this Agreement shall be of any force and effect. This Agreement may not be modified in whole or in part other than by an instrument duly executed by both parties hereto. This Agreement may be executed in counterparts which, when taken together, shall constitute one instrument.

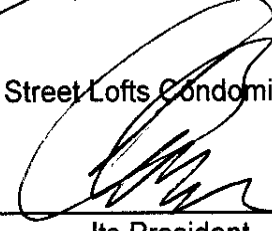
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.



("Unit Owner")

Ontario Street Lofts Condominium Association

By: 

Its President

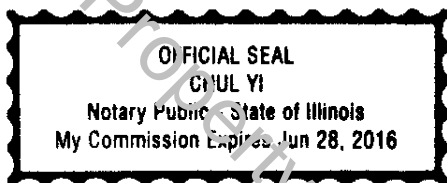
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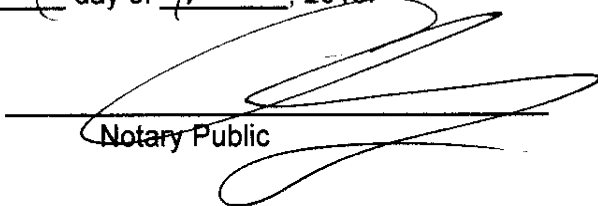
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Charles Engasser personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 29 day of March, 2013.



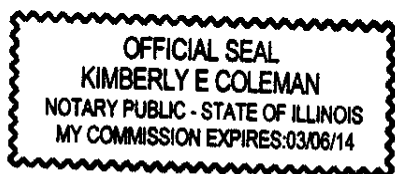


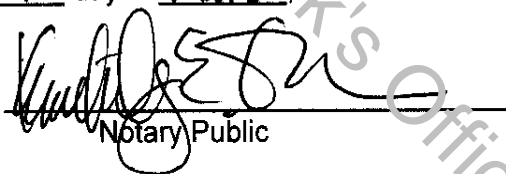
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that CONWAY WANKER COOK the President of Ontario Street Lofts 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 he signed and delivered the same instrument as 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 29th day of March, 2013.





Notary Public

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EXHIBIT A (Legal Description of Property)

ONTARIO STREET LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE KINGSBURY TRACT IN EAST ½ OF THE NORTHWEST ¼ OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94827940, AS AMENDED FROM TIME TO TIME.

Common Address: 411 – 451 W. Ontario Street, Chicago, Illinois 60654

PINs: 17-09-128-017-1001 through 17-09-128-017-1159

Property of Cook County Clerk's Office