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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/08/2014 11:27 AM Pg: 1 of 9

AGREEMENT

AGREEMENT

This is an Agreement made and entered into this 26th day of June, 2014 between The 55 East Erie Condominium Association, an Illinois not-for-profit corporation ("Association") and Michael D. Parker, Noreen K. Parker, Stephen McKeon and Gemma Parker McKeon of Chicago, Illinois (collectively, "Owner").

WHEREAS, the real estate described on Exhibit A hereto and commonly known as 55 E. Erie, Chicago, Illinois, was submitted to the Condominium Property Act of the State of Illinois pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws for 55 East Erie Condominium recorded with the Cook County Recorder of Deeds on October 24, 2003 as Document Number 0329719204 (as amended, the "Declaration");

WHEREAS, the Association, through its Board of Directors, is responsible for the operation and maintenance of the residential condominium building located at 55 E. Erie, Chicago, Illinois (the "Building").

WHEREAS, Owner is the record owner of unit 2505 in the Association (the "Unit").

WHEREAS, the perimeter windows of the Unit are common elements of the Association that exclusively serve the Unit.

WHEREAS, Owner has requested that the Association authorize Owner to apply after-market reflective or heat-absorbing film ("Film") on some or all of the perimeter windows serving the Unit to reduce the amount of heat transmitted into that unit by direct sunlight.

WHEREAS, Owner recognizes and acknowledges that there are significant liability risks inherent in the application of Film to unit windows (some of which are described in Exhibit B hereto) and Owner is prepared to assume all such risks.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

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

COMMON ADDRESS
55 E. Erie
Chicago, Illinois 60611
Unit 2505

PIN: 17-10-112-011-1125 (Unit 2505)

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WHEREAS, the Association is willing to authorize Owner's application of Film on window and door glass in the Unit, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the parties' mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Association hereby authorizes Owner to cause Film to be installed on the window and door glass in the south and west perimeter walls of the Unit, subject to the terms and conditions hereinafter set forth. To maintain uniform appearance, the Owner must install and maintain identical Film on all window and door glass in the entire south and west perimeter walls of the Unit.
2. The only Films that may be installed are (a) Huper Optik Ceramic 60, or (b) 3M Prestige 60, and those films may be installed only by a professional installer using the Film manufacturer's approved installation solvents and techniques.
3. For so long as the Film is in place, Owner shall: cause the Film to be maintained in good condition; refrain from replacing any portion of the Film without the Association's prior written approval; and allow the Association and its agents to inspect the Film and all window and door glass at any time.
4. All removal and replacement of the Film shall be at Owner's sole expense.
5. Owner agrees that Owner is unconditionally responsible for all costs associated with (a) replacement of any window or door glass in the Unit to which Film has at any time been applied, including but not limited to the cost of scaffolding and other safety precautions, (b) repair or replacement of any window or door frames damaged by the Film, and (c) repair or replacement of other parts of the Building damaged by the Film. In this regard, Owner acknowledges and agrees that the Film will be presumptively deemed to be the sole cause of damage to any window or door glass in the Unit to which Film has at any time been applied.
6. If any door or window glass in the Unit on which Film has been installed must be replaced, Owner shall at the time of such replacement, at Owner's expense, either (a) install Film on the newly installed glass to match the Film applied to the other glass in the Unit, or (b) remove all the Film from all window and door glass in the Unit.
7. Owner shall indemnify, defend and hold harmless the Association, its Board of Directors, unit owners, employees, agents and managing agent from and against any and all claims, damages, causes of action, loss, cost and liabilities of any kind in any way arising, directly or indirectly, out of the installation, maintenance or presence of Film on any window or door glass in the Unit or the removal of Film from any window or door glass in the Unit.
8. Owner agrees that any and all amounts due the Association under this Agreement shall be deemed valid special assessments against Owner and the Unit pursuant to the Association's Declaration of Condominium, shall constitute a lien upon the Unit, and shall be collectable in the same manner as all other delinquent assessments.

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9. This Agreement may be terminated at any time by the Association or by Owner, with or without cause, on not less than fourteen (14) days' written notice to the other. Within ten (10) days after termination, Owner will cause all Film and Film adhesives to be removed by the installer of the Film (or another company acceptable to the Association that specializes in the installation or removal of window films), and provide the Association with written confirmation thereof; if Owner fails or refuses to timely remove all Film and Film adhesives, the Association may enter the Unit and cause such removal to be performed at Owner's expense.
10. Owner's obligations under this Agreement (including but not limited to Owner's obligations under Sections 5 and 7) shall survive and remain in full force and effect for sixty (60) days after any termination of this Agreement.
11. All terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, grantees and legal representatives. The obligations and duties of Owner under this Agreement shall at all times be covenants running with the land, and be binding on any and all future owners of the Unit.
12. The Association shall cause this Agreement to be recorded against the Unit in the Office of the Recorder of Deeds of Cook County, Illinois
13. All notices under this Agreement shall be given in writing, and mailed or delivered as follows:

To Owner:

Michael D. Parker, Noreen K. Parker, Stephen McKeon and Gemma P. McKeon
c/o Stephen and Gemma McKeon
55 E. Erie – Unit 2505
Chicago, IL 60611

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

To Association:

President
The 55 East Erie Condominium Association
55 E. Erie
Chicago, IL 60611

With a copy to:

David Sugar
Arnstein & Lehr LLP
120 S. Riverside Plaza - #1200
Chicago, IL 60606

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

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- 14. This Agreement shall be governed by and construed under 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. The Association'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.
- 15. Owner shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by the Association in connection with enforcement of Owner's obligations under this Agreement, or in the exercise by the Association of any of its remedies hereunder.
- 16. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute one instrument.

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

The 55 East Erie Condominium Association

By: _____
Its President

M. D. Parker

Michael D. Parker

N. K. Parker

Noreen K. Parker

Stephen McKeon

Stephen McKeon

Gemma Parker McKeon

Gemma Parker McKeon

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STATE OF ~~ILLINOIS~~ Michigan)
) SS.
 COUNTY OF ~~COOK~~) Emmet

I, Peggy L Hellem, a Notary Public in and for said County and State, do hereby certify that Michael D. Parker appeared before me this day in person and acknowledged that he signed and delivered the foregoing Agreement as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of August, 2014.

PEGGY L. HELLEM
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF EMMET
 MY COMMISSION EXPIRES Apr 1, 2020
 ACTING IN COUNTY OF Emmet

Peggy L Hellem
 Notary Public

STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

I, Michael McLaughlin, a Notary Public in and for said County and State, do hereby certify that Noreen K. Parker appeared before me this day in person and acknowledged that she signed and delivered the foregoing Agreement as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of July, 2014.

OFFICIAL SEAL
 MICHAEL MCGAHEE
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 03/28/2016

Michael McLaughlin
 Notary Public

STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

I, Michael McLaughlin, a Notary Public in and for said County and State, do hereby certify that Stephen McKeon appeared before me this day in person and acknowledged that he signed and delivered the foregoing Agreement as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of July, 2014.

OFFICIAL SEAL
 MICHAEL MCGAHEE
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 03/28/2016

Michael McLaughlin
 Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michael McGahee, a Notary Public in and for said County and State, do hereby certify that Gemma Parker McKeon appeared before me this day in person and acknowledged that she signed and delivered the foregoing Agreement as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of July, 2014.



Michael McGahee
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 William Spatz, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of The 55 East Erie Condominium Association, appeared before me this day in person and acknowledged that he signed and delivered the foregoing Agreement 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 11th day of July, 2014.



Michael McGahee
Notary Public

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EXHIBIT A
(LEGAL DESCRIPTION)

THE NORTHWEST ¼ (EXCEPT THE SOUTH 40 FEET THEREOF) AND THE NORTHEAST ¼ OF BLOCK 351N KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 55 East Erie, Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT B

Some of the risks of installing film on window and door glass include:

- Heat buildup causing loss of seal/breakage: Application of film on window and door glass causes the glass to retain heat. Over-heated glass increases the risk of seal failure and breakage, necessitating costly replacement of the glass at the sole expense of the unit owner.
- Installation/removal damage: The application and subsequent removal of Film can cause damage to window and door glass, necessitating costly replacement of the glass at the sole expense of the unit owner.
- Injury to person/property: Window breakage presents the additional risk that glass might fall from the building causing injury to persons or damage to property. The unit owner is responsible for all such damage to person and property, and is encouraged to obtain additional insurance for this risk.
- Cost of window replacement: The cost of purchasing a single 60" x 72" window pane in recent years was \$1,450.00. Current pricing may differ. Additional installation costs will apply and vary widely (potentially adding thousands of dollars) depending on access to and location of the window in the Building, and the need for drops and/or scaffolding. Installation costs can greatly increase the order of magnitude of the cost of glass replacement.

The unit Owner is encouraged to fully research these and other risks before installing Film in the unit.

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February 13th, 2014

RE: Residential warranty extension for "No Risk Warranty"
 Location address: 55 E. Erie, Chicago, IL 60611
 Property Management Company: Sudler Building Management

Huper Optik Dealer: Clear View Solutions Inc.

Facts presented to Huper Optik on which the warranty is based:

Existing glass: Dual pane with both panes being tempered
 Product allowed in this exception: Huper Optik Ceramic 60

Exceptions being made:

Film warranty length is a maximum of 20 years from date of original installation
 Film warranty is transferable to multiple owners to a max of 20 years
 Film warranty will be in the name of the individual home owner
 Glass breakage warranty due to thermal stress is transferrable up to 5 years total from the date of original installation.
 Glass breakage from thermal stress will be covered up to \$2000 per pane of glass
 It is the homeowners responsibility to transfer ownership within 30 days of the change
 For every transfer of ownership, Huper Optik dealer has to inspect prior to transfer of warranty
 This letter has to be presented with every registration and claim process.
 Huper Optik Ceramic 60 adhesives are compatible with glass and have a PH of around 7
 Huper Ceramic 60 is compatible with the solar properties of the current glass and will enhance them

Dealer Cost: 75c per square foot for film installed
 Dealer Cost: \$200 transfer fee, per transfer of ownership

To: Whom it may concern,

This letter is to certify that Huper Optik is going to extend its residential warranty for the address above based on the facts presented by the said building management and Huper Optik dealer. If the facts are incorrect, this exception is null and void.

Please keep this letter for your records should there be a claim. Pictures or physical inspection may be needed should there be a claim.

This letter does not affect all other terms and conditions of the Standard Huper Optik Warranty Program, the "No Risk Warranty", its registration and/or claims processes.

Please let me know if you have any questions.

Thanks

Harry Rahman
 National Director, Business Development
 Huper Optik USA
 Email: hrahman@huperoptikusa.com