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Doc# 1627910115 Fee \$48.00
RHSP Fee:\$9.00RPRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/05/2016 03:16 PM Pg: 1 of 6

This instrument was prepared by
and should be returned after recording to:

Alexander R. Domanskis
Boodell & Domanskis, LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606

FIRST AMERICAN TITLE
FILE # 2720875 2/3

Property Address: 1139 N. Grove Avenue, Oak Park, IL 60302

Property Identification Number: 16-16-111-015-0000

Legal Description:

LOT 3 IN BLOCK 7 IN SALINGER AND HUBBARD'S KENILWORTH
BOULEVARD ADDITION TO OAK PARK, A SUBDIVISION OF THE EAST ½ OF
THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CERTIFICATE OF LIMITED WARRANTY

Pero Hess, LLC, an Illinois limited liability company (the “**Contractor**”), warrants to **Jennifer L. Mack and Eldridge R. Mack** (collectively the “**Purchasers**”) with regard to **1139 North Grove Avenue, Oak Park, IL 60302** (the “**Property**”), the rehab construction work which was performed on the Property for a period of one (1) year (or such shorter period set forth below) from the date of Closing (the “**Warranty Period**”), against latent defects arising out of faulty workmanship or material (the “**Latent Defects**”), subject to the terms and conditions set forth below. For the purposes of this Limited Warranty, Latent Defects are limited to those defects which are not apparent and could not reasonably be discovered in the course of a complete and diligent inspection at the time of Purchaser’s preoccupancy inspection of the Property and preparation of the list of Completion Items, but which become apparent prior to the expiration of the Warranty Period. Contractor’s sole obligation under this Limited Warranty is limited to the repair or replacement, at Contractor’s option, of the Latent Defects.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONTRACTOR, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE PURCHASER WHO HAS SIGNED AND APPROVED THIS LIMITED WARRANTY.

AS TO ANY PERSONAL PROPERTY, FAN COIL UNIT(S), MOTORIZED DAMPERS, AND HEATING AND VENTILATING AND COOLING CONTROLS, AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS, OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE CONTAINED IN THE PURCHASED PROPERTY, THE CONTRACTOR DOES NOT MAKE OR ADOPT ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is subject to the following terms, conditions and exclusions, all of which are a part hereof.

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1. Inspection Procedure.
 - (a) Purchaser and Contractor's representative shall make a preoccupancy inspection of the Property prior to Closing. Items to be corrected as mutually agreed shall be listed in an inspection report (the "**Inspection Report**"), which shall be signed by the Purchaser and Contractor's representative;
 - (b) Contractor shall make every reasonable effort to correct all of the items listed in the Inspection Report as soon as possible after Closing; and
 - (c) Contractor shall correct Latent Defects within a reasonable time after Contractor is notified in writing by Purchaser. No corrections will be made for defects not recorded on the preoccupancy Inspection Report (unless said defects are Latent Defects) or defects first claimed or discovered after the expiration of the Warranty Period.
2. Warranty Exclusions. The following exclusions and limitation apply to Contractor's limited warranty obligations:
 - (a) All chips, scratches or marks on items such as tile, walls, porcelain, glass (including breakage or cracks), plumbing fixtures, and plastic laminate counter tops must be noted on the preoccupancy Inspection Report or they will not be covered under this Limited Warranty;
 - (b) Faucet leaks, toilets, door and door frame adjustments, floor and wall tile grouting are warranted for a period of sixty (60) days after Closing. Thereafter, any repairs or corrections shall be the sole responsibility of the Purchaser;
 - (c) Nail or screw pops or cracks in the walls and ceilings that do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying of building materials, or of normal settlement of the building or other normal movement of the building components. If abnormal conditions occur, as determined solely by Contractor, Contractor will correct such conditions, but only once, within a reasonable time, provided that notice of such conditions in writing is received by Contractor during the Warranty Period. Contractor will not be liable for repainting, wallpapering or refinishing any repaired areas;
 - (d) Warranty service is not available for and does not cover correction of the

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results of ordinary wear and tear, or damage due to misuse or neglect, negligence or failure to provide proper maintenance. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY ITEM WHICH HAS BEEN MODIFIED OR REPAIRED BY PURCHASER OR ITS AGENTS, OR ANY ITEMS WHICH ARE INSTALLED OR CONSTRUCTED PURSUANT TO A SEPARATE CONTRACT OR AGREEMENT BETWEEN PURCHASER AND ANY PARTY OTHER THAN CONTRACTOR;

- (e) This Limited Warranty does not cover damage arising from leaks or water infiltration at perimeter walls; and
- (f) This Limited Warranty does not cover the Property with respect to which Contractor has not received a contractor's or subcontractor's warranty, or with respect to which the applicable contractor's or subcontractor's warranty has expired, or any defect not covered by the applicable contractor's or subcontractor's warranty,
- (g) This Limited Warranty specifically excludes any and all secondary, incidental or consequential damages caused by any defect or breach of this Limited Warranty.
- (h) **THIS LIMITED WARRANTY ONLY COVERS LATENT DEFECTS RELATED TO THE WORK THAT CONTRACTOR DID. THIS WARRANTY DOES NOT COVER ANY DEFECTS, LATENT OR NOT, WHICH ARE NOT THE RESULT OF CONTRACTOR'S WORK ON THE PROPERTY.**
3. Other Terms. This Limited Warranty specifically excludes any and all secondary, incidental or consequential damages caused by any defect whatsoever or breach hereof. No steps taken by Contractor to correct defects shall act to extend the scope or duration of this Limited Warranty beyond the Warranty Period. No representative of the Contractor has the authority to expand or extend the scope or duration of this Limited Warranty or to make verbal agreements with respect thereto. All items for correction must be in written form. This Limited Warranty is not assignable by Purchaser and any attempted assignment shall be null and void.
4. Severability. The invalidity of any agreement, restriction, condition, reservation or any other provision of this Limited Warranty shall not impair or affect in any manner the validity or affect the rest of this Limited Warranty.

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The undersigned have read and approved this Limited Warranty, including the terms, conditions and exclusions thereto, and agree that said Certificate of Limited Warranty is in lieu of any warranty of Contractor under the Purchase Agreement and shall govern in the event of any conflict or inconsistency between the terms hereof and the Purchase Agreement.

Date: 9/9/16

Jennifer L. Mack
Jennifer L. Mack

Eldridge R. Mack
Eldridge R. Mack

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that, Jennifer L. Mack and Eldridge R. Mack, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Dated: 9/9/16

[Signature]

