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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/09/2017 02:53 PM PG: 1 OF 6

Kovitz Shifrin Nesbit  
55 W. Monroe Street  
Suite 2445  
Chicago, Illinois 60603  
Attn: David M. Bendoff, Esq.

ALTGELD CLUB HOMEOWNERS ASSOCIATION  
POND INSTALLATION & MAINTENANCE AGREEMENT

Property of Cook County Clerk's Office

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## ALTGELD CLUB HOMEOWNERS ASSOCIATION

### POND INSTALLATION & MAINTENANCE AGREEMENT

THIS AGREEMENT is being made by and between the Altgeld Club Homeowners Association (the "Association") and Brian T. Lynch and Shaida I. Lynch, collectively the Owner of Record on behalf of themselves and their assigns and successors in title or interest (collectively, the "Parcel Owner") of Parcel 28 ("Parcel") legally described in Exhibit "A", located at 1351 W. Altgeld, Unit 3D, Chicago, Illinois 60614.

WHEREAS, pursuant to a Declaration of Easements, Restrictions, and Covenants for Altgeld Club Homeowners Association (the "Declaration") which was recorded with the Cook County Recorder of Deeds, the Association is the governing body, through its Board of Directors ("Board") charged with the administration of certain property situated in Chicago, Illinois and commonly referred to as the Altgeld Club Homeowners Association (the "Condominium"); and

WHEREAS, Paragraph 2 of the Declaration provides that no Improvement shall be constructed or placed on any Parcel nor shall any Alterations be made, without, in each case, the prior written approval of the Architectural Review Committee.

WHEREAS, the Parcel Owner installed a pond in a certain portion of the Parcel and the Parcel Owner has requested the Association's approval of such work, and such work is described as the "Pond Improvement," for the Parcel Owner's use and benefit, and the Association is agreeable to permitting such Pond Improvement; and

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 Parcel Owner agree as follows:

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

2. Grant of Approval. The Board, upon the recommendation of the Architectural Review Committee, does hereby consent to Parcel Owner's installation of the Pond Improvement, upon the terms and conditions set forth herein.

3. Maintenance, Repair, Replacement. The Parcel Owner hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, replacement, preservation and restoration relating to the Pond Improvement. If any maintenance, repair, or replacement of the Parcel for which the Association is responsible requires the removal of the Pond Improvement or any portion thereof, Parcel Owner shall perform such removal and re-installation at Parcel Owner's sole cost and expense, upon written notice from the Association. Alternatively, the Association may perform such

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maintenance, repair and replacement, removal and/or re-installation and charge the cost thereof to Parcel Owner, if Parcel Owner fails or refuses to perform such maintenance, repair and replacement, removal and/or re-installation within thirty (30) calendar days' of written notice from the Association. Parcel Owner shall also be responsible for any additional Association administrative costs or costs of maintenance, repair, or replacement of the Parcel resulting from the Pond Improvement.

4. Indemnification. The Parcel Owner agrees to fully and completely defend, hold harmless and indemnify the Association, its Board of Directors, its members, its agents, its representatives, and its employees from and against any and all claims, liabilities, injuries (including, but not limited to personal injury, 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 installation, insurance, maintenance, repair, replacement, restoration or reversal of the Pond Improvement.

5. Insurance. The Parcel Owner, and each and every contractor and subcontractor working on the Pond Improvement, shall procure and shall maintain, general liability insurance in the minimum amount of \$ 1,000,000.00. Any such insurance policy shall name the Association, its Board of Directors, its members, its agents, its representatives, and its employees as additional insured and shall be primary and non-contributory to any other insurance available to said additional insured. Parcel Owner shall provide evidence of insurance coverage to the Association by providing copies of such policies (and the endorsement page of the policies of insurance). Parcel Owner shall pay to the Association from time to time the additional cost of insurance, if any, as a result of the Pond improvement.

6. Restoration. The Parcel Owner agrees that upon termination of this Agreement, at the Association's request Parcel Owner shall promptly at Parcel Owner's sole cost and expense remove the Pond Improvement and restore the Parcel to the conditions existing immediately prior to the date of this Agreement. If Parcel Owner fails to restore the Parcel, then the Association shall have the right, but not the obligation to perform such work and the Parcel 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 expense shall also become a lien against the Parcel.

7. Costs/Expenses, Professional and Attorney's Fees. Parcel Owner shall reimburse the Association the amount of its costs and expenses (including, but not limited to, professional and attorneys' fees), which shall also become a lien against the Parcel, incurred in connection with the review and approval of the Parcel Owner's request to make the Pond Improvement and for the preparation of this Agreement. 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

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other remedy available at law or equity.

8. Subsequent Parcel 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 the Parcel.

9. 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 mail, return receipt requested with proper postage prepaid.


10. Termination. This Agreement is subject to termination upon the earliest of the following events:

(a) If the Parcel Owner fails to perform any maintenance, repair, replacement, preservation or restoration of the Pond Improvement, or to maintain proper insurance coverage, or to carry out any of Parcel Owner's obligations under this Agreement, and fails to correct such default within ten (10) calendar 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 Parcel Owner and the Parcel Owner shall be liable for any and all costs and expenses of such work (including but not limited to, professional and attorneys' fees) which expense shall also become a lien against the Parcel or (ii) the Association may, in its sole discretion terminate this Agreement upon one hundred eighty (180) calendar days written notice to Parcel Owner

(b) The Parcel Owner may, at any time, terminate this Agreement upon thirty (30) calendar days written notice to Association.

11. Miscellaneous. Time is of the essence of this Agreement. The Board of Directors of the Association is entering into this Agreement as agents of the Parcel Owners and the Association and shall have no personal liability hereunder. Parcel 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 the laws of the State of Illinois (except its choice of laws principles), and can only be amended 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 Parcel Owner.

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IN WITNESS OF THE FOREGOING, the Association and the Parcel Owner have executed this Agreement as of the 19<sup>th</sup> day of December, 2016.

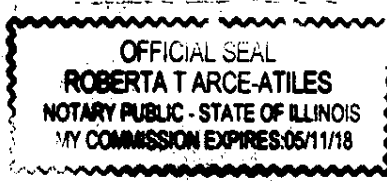
ALTGELD CLUB HOMEOWNERS ASSOCIATION

1351 W Altgeld  
Chicago, Illinois 60614

BY: [Signature]  
Its President

This instrument was acknowledged before me on December 19, 2016 by JAN BASSALI as President of the Altgeld Club Homeowners Association.

[Signature]  
Notary Public Signature



PARCEL OWNER:  
[Signature]  
Brian T. Lynch

[Signature]  
Shaida T. Lynch

Parcel 28  
1351 W. Altgeld, Unit 3D, Chicago, Illinois 60614

This instrument was acknowledged before me on December 10, 2016 by Brian T. Lynch and Shaida I. Lynch.

[Signature]  
Notary Public Signature



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[Signature]  
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## EXHIBIT "A" LEGAL DESCRIPTION OF THE UNIT

THAT PART OF LOTS 8 AND 9 IN COUNTY CLERK'S DIVISION BLOCK 43 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST FULLERTON AVENUE WITH THE WEST LINE OF THE EAST 32.0 FEET OF LOT 8; THENCE NORTH 00 01' 25" EAST ALONG THE WEST LINE OF THE EAST 32.0 FEET OF LOT 8 AFORESAID, 131.57 FEET; THENCE SOUTH 89. 59' 20" WEST 213.83 FEET; THENCE NORTH 00. 00' 40" EAST 105.11 FEET; THENCE SOUTH 89. 59' 20" EAST 2.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89. 59' 20" EAST 49.86 FEET; THENCE SOUTH 00. 00' 40" WEST 18.52 FEET; THENCE NORTH 89. 59' 20" WEST 49.85 FEET; THENCE NORTH 00. 01' 10" WEST 18.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property: Parcel 28  
1351 W. Altgeld, Unit 3D Chicago, Illinois 60614

PIN 14-29-321-087-0000