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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/17/2018 11:23 AM PG: 1 OF 5

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ARLINGTON HEIGHTS ENCLAVE CONDOMINIUMS ASSOCIATION GENERAL ALTERATION AGREEMENT WITH OWNER OF 1920 N. EVERGREEN AVE.

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

KERRY T. BARTELL, Attorney at Law
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 – 847/537-0500

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GENERAL ALTERATION AGREEMENT

This Agreement is entered into this 17th day of AUGUST, 2017, by and between DW McCauley ("Owner") and the Arlington Heights Enclave Condominiums Association, an Illinois not-for-profit corporation ("Association").

The following recitals of fact are a material part of this Agreement:

1. The Owner resides at 1920 N. EVERGREEN AVE ("Unit") and is the owner of the property within the Association commonly known as Arlington Heights Enclave Condominiums Association.

2. Pursuant to the Declaration for the Association ("Declaration"), no Owner may alter or change the exterior of their Unit or the interior of the Unit, if it may affect the Common Elements or structural portions of the Property, without the prior written approval of the Association's Board of Directors.

3. The Owner desires to BUSHES PLANT FLOWERS IN THE GROUND OR IN POTS PLACED IN SMALL AREA AROUND GAS LAMP WHERE DAMAGED (the "Work"), and to comply with all other requirements of the Declaration and policies adopted by the Association's Board of Directors.

4. The Board's approval of the Work is contingent and subject to Owner's execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

1. The Work shall be performed in strict compliance with the approved rules and regulations and the requirements or conditions of the Board, as well as the plans and specification submitted by Owner. Owner shall also comply with any revisions to and modifications of the specifications as submitted by the Association, its managing agent, architect or engineer, as may be appropriate.

2. Any deviation from the approved rules and regulations and Board requirements without the written consent of the Board of Directors may result in the restoration of the Work by the Association. All costs of restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized work shall remain on the premises after the Owner has been notified by the Board. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

3. Owner shall strictly comply with the plans and detailed specifications on the Work to be performed as submitted to the Board for approval. Additionally, any contractors engaged

EVERGREENS WERE REMOVED,

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by Owner for the Work must be licensed and insured. A certificate of insurance naming the Association and its managing agent, Lieberman Management Services, as an additional insured must be provided to the Board prior to the commencement of any of the Work.

3. Owner acknowledges and agrees that the Board shall have the right to engage any engineers, consultants or other experts to review the plans and specifications of the Work, at any time before, during or after said Work is completed, in the reasonable discretion of the Board. Any costs for such review shall be charged back to the Owner and Owner shall be responsible for reimbursement of such reasonable costs to the Association within ten (10) days of the receipt of a statement from the Association showing the amounts due and owing.

4. Owner shall be solely responsible for all maintenance, repair and replacement of the Work, now and in the future.

5. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the Work, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.

6. Owner agrees to be responsible for any damage to the property, including the common elements (Ref: Amended Declarations Page 2, Articles 5, 9, and 11 for definition) or other units, or any injury to any individual as a result of the Work. Owner shall make good all loss to other units or the Association and shall reimburse any damaged party for the costs to repair or replace such damaged property pursuant to this Paragraph.

7. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest of the Unit, or the alteration must be restored by the Owner to its original condition..

8. The Agreement shall be recorded against the Unit at the expense of the Owner.

9. Any amounts due by Owner to the Association shall be paid within ten (10) of a demand by Association, and any outstanding amounts shall be charged back to the Owner and reflected on Owner's assessment account as part of the assessments due for the unit.

10. Time is of the essence of this Agreement.

11. This Agreement shall be construed in accordance with the laws of the State of Illinois.

SIGNATURES TO FOLLOW ON PAGE 3 OF THIS DOCUMENT

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IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

ARLINGTON HEIGHTS ENCLAVE
CONDOMINIUMS ASSOCIATION

OWNER

By:


Its President



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EXHIBIT A

LEGAL DESCRIPTION OF UNIT

UNIT 101 IN ARLINGTON HEIGHTS ENCLAVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN THE ENCLAVE SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, AND PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 89521586 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Common Address: 1920 N. Evergreen Ave.
Arlington Heights, IL 60004

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