

UNOFFICIAL COPY



Doc# 1835406237 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/20/2018 03:09 PM PG: 1 OF 13

AGREEMENT

THIS AGREEMENT ("Agreement") is made this 15th day of December, 2018 by and between The Parc Chestnut Condominium Association, an Illinois not-for-profit corporation (the "Association"), and Sandeep Nathan and Sunita Nathan (collectively, the "Owner").

WHEREAS, the property described on Exhibit 1 hereto was submitted to the provisions of the Illinois Condominium Property Act (the "Act") by a Declaration of Condominium Ownership for Parc Chestnut Condominium recorded with the Cook County Recorder of Deeds on May 19, 2006 as Document No. 0613310107 (as amended, the "Declaration").

WHEREAS, Owner is the owner of adjacent Units 1502 and 1503 in the Association.

WHEREAS, Section 3.03(b) of Article Three of the Declaration prohibits any owner in the Association from making any alterations which alter the structure of a Dwelling Unit without the prior written consent of the Association's Board of Directors (the "Board").

WHEREAS, Owner has requested the Board's written consent to alter a portion of the Common Element wall separating Units 1502 and 1503 (the "Wall Modification Work"). A drawing depicting the Wall Modification Work is attached hereto as Exhibit 2.

WHEREAS, the Board is willing to provide its written consent on the terms and conditions hereinafter set forth.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

JOSEPH W. SCHARNAK
SAUL EWING ARNSTEIN & LEHR LLP
161 N. Clark, SUITE 4200
CHICAGO, ILLINOIS 60601

COMMON ADDRESS:

849 North Franklin
Units 1502 and 1503
Chicago, Illinois 60610

PINS: 17-04-445-017-1241 (Unit 1502)
17-04-445-017-1242 (Unit 1503)

R

UNOFFICIAL COPY

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. Approval of Wall Modification Work. Association hereby approves the Wall Modification Work, subject to the following limitations, terms and conditions:

(a) Owner shall submit to Association detailed plans and specifications (the "Plans and Specifications") for all aspects of the Wall Modification Work (including demolition work) and shall not commence any Wall Modification Work without the Association's prior written approval of such Plans and Specifications, which approval shall not be unreasonably withheld or delayed.

(b) Owner shall furnish Association with certification from a licensed architect or engineer that the Wall Modification Work, if performed in accordance with the Plans and Specifications, will conform to all applicable governmental statutes, ordinances and codes, and will not cause any structural impairment to the building or damage to the mechanical, electrical, heating, ventilating or air conditioning systems thereof.

(c) Owner shall furnish the Association with copies of all building permits required for the Wall Modification Work prior to commencement thereof.

(d) Owner shall furnish Association with evidence satisfactory to Association of insurance policies carried by Owner and its general contractor and subcontractors insuring Association, its members and its agents and employees against any claims for injury to persons or property, or claims under workman's compensation or other similar statutes arising from or out of the Wall Modification Work.

(e) The entire cost and expense of the Wall Modification Work shall be paid solely by Owner. Furthermore, Owner shall pay (or promptly reimburse the Association for) any expenses incurred by the Association in connection with the Wall Modification Work or by reason of this Agreement, including reasonable attorneys' fees and other professional fees.

(f) Owner shall not permit any mechanic's liens to be placed on the condominium property or any part thereof as a result of the Wall Modification Work, and in the event any such mechanic's lien is filed, Owner will promptly discharge same or provide Association with reasonable security against any such liens. If Owner fails to discharge any such liens or provide such reasonable security within thirty (30) days after written notice thereof from Association to Owner, Association may, at its option, pay said lien or any portion thereof without inquiry as to the validity thereof, and any amounts so paid by Association, including any expense incurred by Association in connection with said payment and interest thereon, shall be a lien on the Owner's Units and shall be payable to Association on demand.

(g) All Wall Modification Work shall be constructed in conformity with the Plans and Specifications, in a good and workmanlike manner, in conformity with Association's rules, and in conformity with all governmental statutes, ordinances and codes. Owner shall use its best efforts to complete the Wall Modification Work no later than ninety (90) days after commencement thereof. No Wall Modification Work shall be performed on Saturdays, Sundays, holidays or before 8:30 a.m. or after 4:30 p.m. Owner's contractors shall only use elevators designated by Association and shall keep the condominium property free and clear of all debris. Materials and supplies shall be stored only in the Owner's Units. All Wall Modification Work shall be performed in a manner reasonably calculated to result in the minimum inconvenience to

UNOFFICIAL COPY

residents of the condominium property. Association and its agents and employees shall have the right to inspect the Wall Modification Work at reasonable times upon prior notice.

(h) Owner shall pay the fees of Association's consultants in reviewing the Plans and Specifications and inspecting the Wall Modification Work.

(i) Association reserves the right to impose additional restrictions as to the manner in which work the Wall Modification Work may be performed if, in Association's reasonable judgment, such additional requirements are necessary to address specific problems arising in the course of the Wall Modification Work.

(j) No further modifications shall be made by Owner in or to the Common Element wall separating Units 1502 and 1503 without the prior written approval of Association's Board of Directors.

2. Termination of Agreement. Association may terminate this Agreement (a) upon any material breach of this Agreement which continues uncured for ten (10) days after written notice to Owner, or (b) if Owner sells either Unit 1502 or Unit 1503 separately.

Owner shall, within sixty (60) days after any termination of this Agreement, at Owner's sole cost and expense, restore the Common Element wall separating Unit 1502 and Unit 1503 to the condition it was in prior to this Agreement. If Owner does not timely and adequately restore the Common Element wall as provided above, Association may, but need not, make such repairs and Owner shall reimburse Association therefor on demand, with interest accruing on such amounts at the rate of 12% per annum from the date of demand through and including the date of reimbursement by Owner.

The obligations of Owner shall survive any termination of this Agreement.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns, including future owners of Units 1502 and 1503.

4. Recording. This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

5. Remedies. Owner hereby expressly acknowledges and agrees that if this Agreement is terminated and Owner fails to timely restore the Common Element wall separating Unit 1502 and Unit 1503 to the condition it was in prior to this Agreement, Association's remedies at law will be inadequate and Association shall be entitled to obtain specific performance of Owner's obligation to restore the Common Element wall separating Unit 1502 and Unit 1503 as herein provided and to recover from Owner all of its costs, including court costs and attorneys' fees, incurred in enforcing this Agreement. Owner agrees that its failure to pay any amounts due Association pursuant to this Agreement shall also entitle Association to exercise all remedies for the collection of condominium common expense assessments, including the right to encumber the Owner's Units with a lien in favor of the Association for all such amounts, including reasonable attorneys' fees and costs incurred to enforce the provisions hereof.

6. Indemnity. Owner shall indemnify and hold Association, its officers, directors, managing agent and their respective heirs, successors and assigns harmless from and against the following, which shall in each instance include reasonable attorneys' fees and costs: (i) any

UNOFFICIAL COPY

damage to any part of the common elements or any unit directly or indirectly caused by the Wall Modification Work, (ii) any claim or demand by any person or entity, whether unit owner, guest or invitee, for personal injury or property damage, or claim of any other nature arising directly or indirectly from the Wall Modification Work, and (iii) any claim or demand by any governmental authority with respect to the Wall Modification Work.

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

(a) To Owner:

Mr. Sandeep Nathan
849 North Franklin
Unit 1502
Chicago, Illinois 60610

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

(b) To Association:

Board of Directors
The Parc Chestnut Condominium Association
849 North Franklin
Chicago, Illinois 60610

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

8. Applicable Law. This Agreement shall be governed and construed by the laws of the State of Illinois.

9. Severability. The invalidity or unenforceability of any provision hereto shall not affect or impair any other provisions of this Agreement.

10. No Waiver. 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.

11. Entire Agreement. 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 terminated or modified in whole or in part other than by an instrument duly executed by Association and Owner.

12. Attorneys' Fees. Owner shall pay on demand all reasonable costs, charges and expenses, including court costs and attorneys' fees, incurred by the Association in connection with the consideration of Owner's request for the License granted hereby, in the preparation of this Agreement, in enforcing Owner's obligations under this Agreement, in the exercise by the Association of any of its remedies hereunder, in any litigation, negotiation or transactions in which Owner causes the Association, without the Association's fault, to become involved or concerned, or in consideration of any request for approval of or consent to any action by Owner

UNOFFICIAL COPY

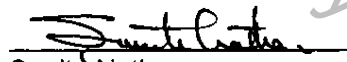
which is prohibited by this Agreement or which may be done only with the Association's approval or consent, whether or not such approval or consent is given.

13. Counterparts. This Agreement may be executed in 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.


OWNER:


Sandeep Nathan


Sunita Nathan

ASSOCIATION:

The Parc Chestnut Condominium Association

By: 
Its President

Attest: 
Its Secretary

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rob Milne, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandeep Soonya, President of The Parc Chestnut Condominium Association and Rebecca Wells, Secretary of The Parc Chestnut Condominium Association, personally appeared before me and signed the foregoing instrument as such officers on behalf of The Parc Chestnut Condominium Association, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on December 15, 2018.



[Signature]
Notary Public

Commission Expires: 10/26/19

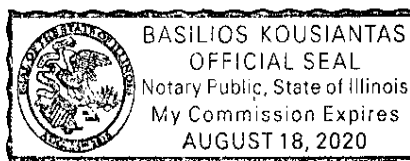
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Basilios Koussiantas, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandeep Nathan and Sunita Nathan personally appeared before me and acknowledged that they signed the foregoing instrument, as their free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on 15th of Dec, 2018.

[Signature]
Notary Public

Commission Expires: August 18, 2020



UNOFFICIAL COPY

EXHIBIT 1

(Legal Description)

UNIT NUMBER 1502 AND UNIT NUMBER 1503 IN THE PARC CHESTNUT CONDOMINIUM ASSOCIATION, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND.

SUB-PARCEL 1:

LOTS 10 TO 18 IN STORR'S SUBDIVISION OF BLOCK 30 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL 2:

THE WEST 26 FEET OF LOT 3, ALL OF LOTS 4 TO 10 AND THE WEST 26 FEET OF LOT 11 ON THE SUBDIVISION OF BLOCK 31 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL 3:

ALL OF THE NORTH-SOUTH 10 FOOT WIDE VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 4 AND 10 AND SAID WEST LINE OF LOT 4 PRODUCED NORTH 18 FEET AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 5 TO 9 ALSO ALL OF THE EAST-WEST 18 FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 10, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 4 AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 18 FEET OF SAID LOT 4 PRODUCED NORTH 18 FEET ALL IN THE SUBDIVISION OF BLOCK 31 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUB-PARCEL 4:

ALL OF THE EAST-WEST 18 FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 10 AND THE WEST 26 FEET OF LOT 11, LYING NORTH OF THE NORTH LINE OF LOT 4 AND THE WEST 26 FEET OF LOT 3, LYING WEST OF A LINE EXTENDING NORTH FROM THE NORTHEAST CORNER OF THE WEST 26 FEET OF SAID LOT 3 TO THE SOUTHEAST CORNER OF THE WEST 26 FEET OF SAID LOT 11 AND LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE WEST 18 FEET OF LOT 4, ALL IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0613910107, AS AMENDED; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PINS: 17-04-445-017-1241 (Unit 1502)
17-04-445-017-1242 (Unit 1503)

COMMON ADDRESS: 849 North Franklin
Units 1502 and 1503
Chicago, Illinois 60610

UNOFFICIAL COPY

EXHIBIT 2

[Depiction of the Wall Modification Work]

**COOK COUNTY
RECORDER OF DEEDS**

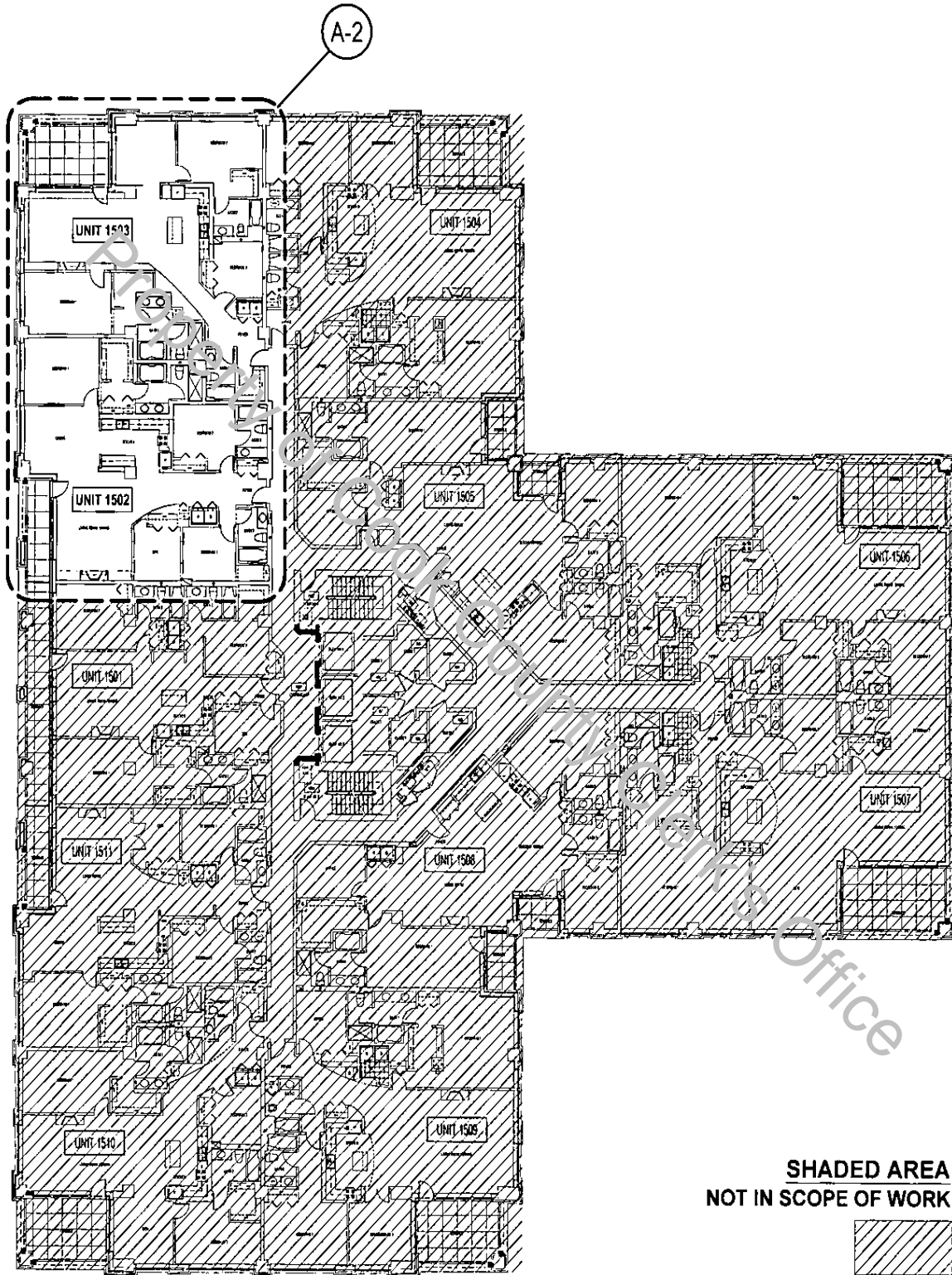
Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

UNOFFICIAL COPY

SUBMITTAL to the PARC CHESTNUT CONDOMINIUM ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION
INTERIOR REMODEL PROJECT -- UNITS 1502 & 1503 (NATHAN RESIDENCE)



December 10, 2018



SANDEEP & SUNITA
NATHAN
 PARC CHESTNUT (Units 1502-1503)
 849 N. Franklin St. | Chicago, IL 60610

CONTEXT PLAN
EXISTING CONDITIONS
SCALE: 1" = 20'- 0"

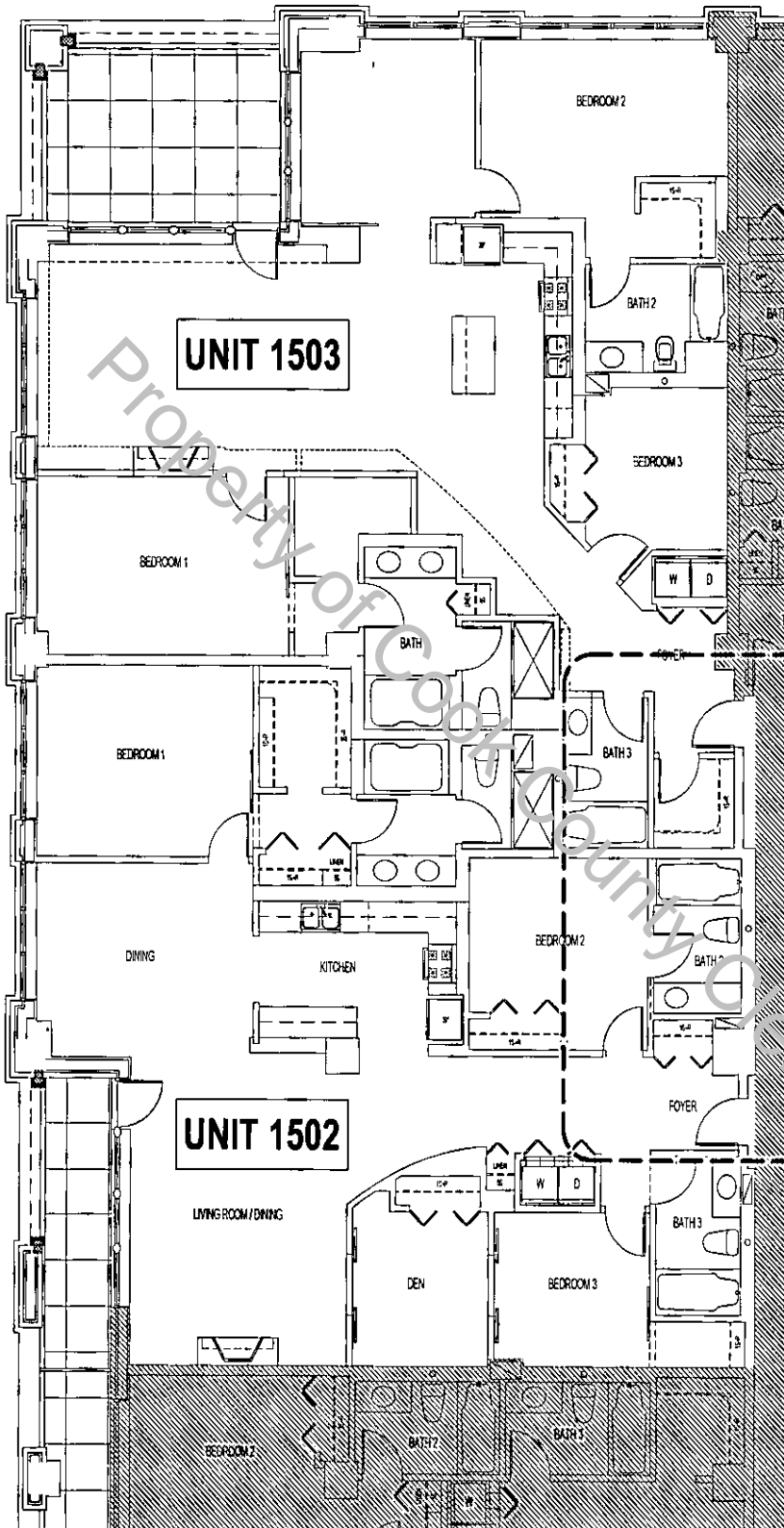


REM Architecture
 Design Planning Architecture
 6324 N. Avers Street T: (773) 463-4462
 Chicago, IL 60659 M: (773) 592-7592

SHEET NUMBER

A-1

UNOFFICIAL COPY



**SCOPE OF WORK
ALL NEW WORK
SHALL BE LIMITED
TO THIS AREA ONLY**

- 1.) New breakthrough between units 1502 and 1503 creating new hallway connecting both units.
- 2.) Removal of existing BATH 2 and Guest Closet of Unit 1502, and Guest Closet of Unit 1503.
- 3.) Installation of new closet and built in cabinets at new hallway.
- 4.) Installation of new flooring and electrical fixtures per plan.

December 10, 2018



**SANDEEP & SUNITA
NATHAN**
PARC CHESTNUT (Units 1502-1503)
849 N. Franklin St. | Chicago, IL 60610

**PARTIAL PLAN
EXISTING CONDITIONS**
SCALE: 1/8" = 1'-0"

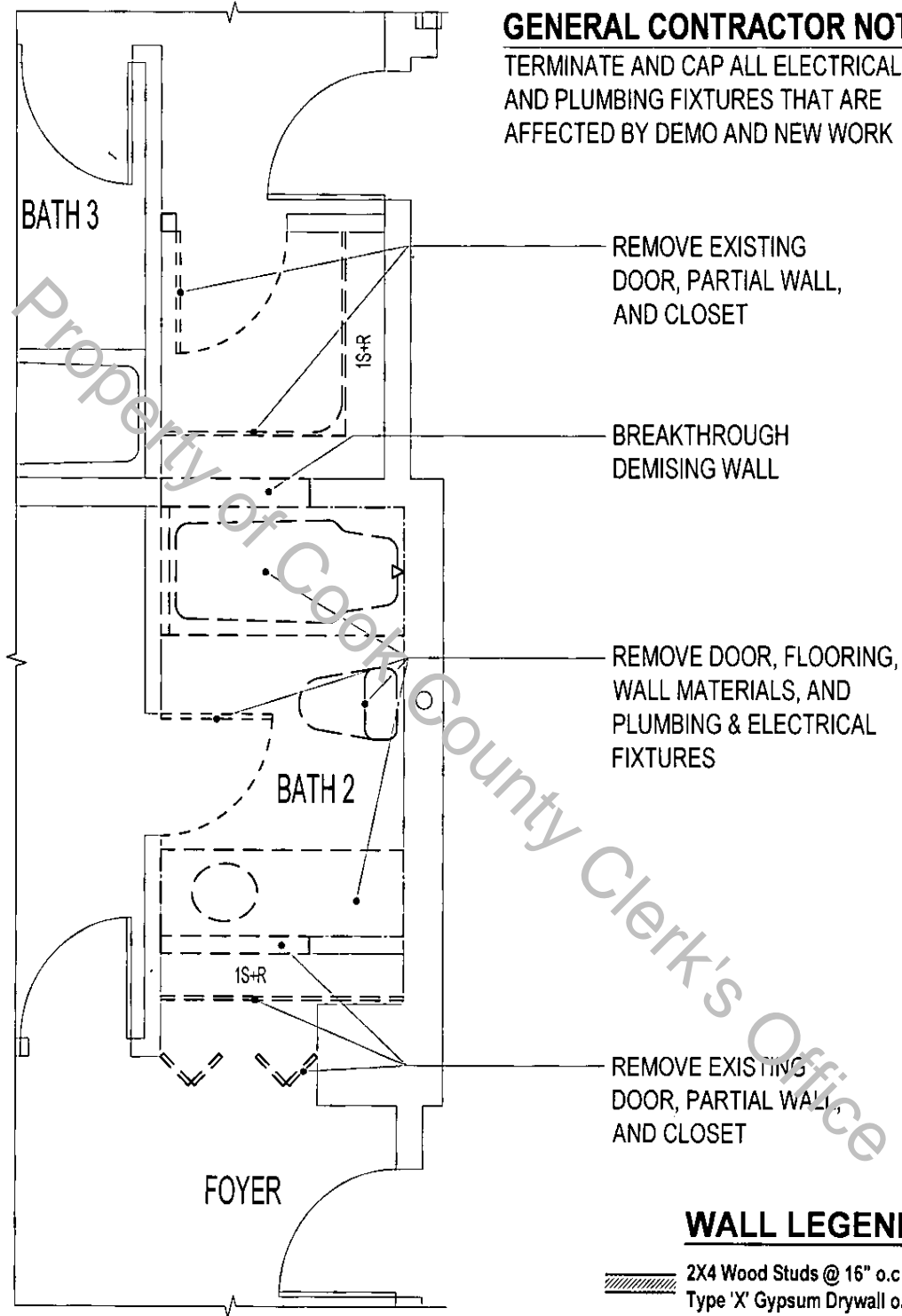
REM Architecture
Design Planning Architecture

6324 N. Avera Street Chicago, IL 60659 T: (773) 463-4462 M: (773) 592-7592

SHEET NUMBER

A-2

UNOFFICIAL COPY



GENERAL CONTRACTOR NOTE:

TERMINATE AND CAP ALL ELECTRICAL AND PLUMBING FIXTURES THAT ARE AFFECTED BY DEMO AND NEW WORK


REMOVE EXISTING DOOR, PARTIAL WALL, AND CLOSET

BREAKTHROUGH DEMISING WALL

REMOVE DOOR, FLOORING, WALL MATERIALS, AND PLUMBING & ELECTRICAL FIXTURES

REMOVE EXISTING DOOR, PARTIAL WALL, AND CLOSET

WALL LEGEND

 2X4 Wood Studs @ 16" o.c w/ 5/8" Type 'X' Gypsum Drywall on BOTH SIDES.

 WALL - AREAS TO BE REMOVED

 EXISTING WALL TO REMAIN

December 10, 2018



**SANDEEP & SUNITA
NATHAN**
PARC CHESTNUT (Units 1502-1503)
849 N. Franklin St. | Chicago, IL 60610

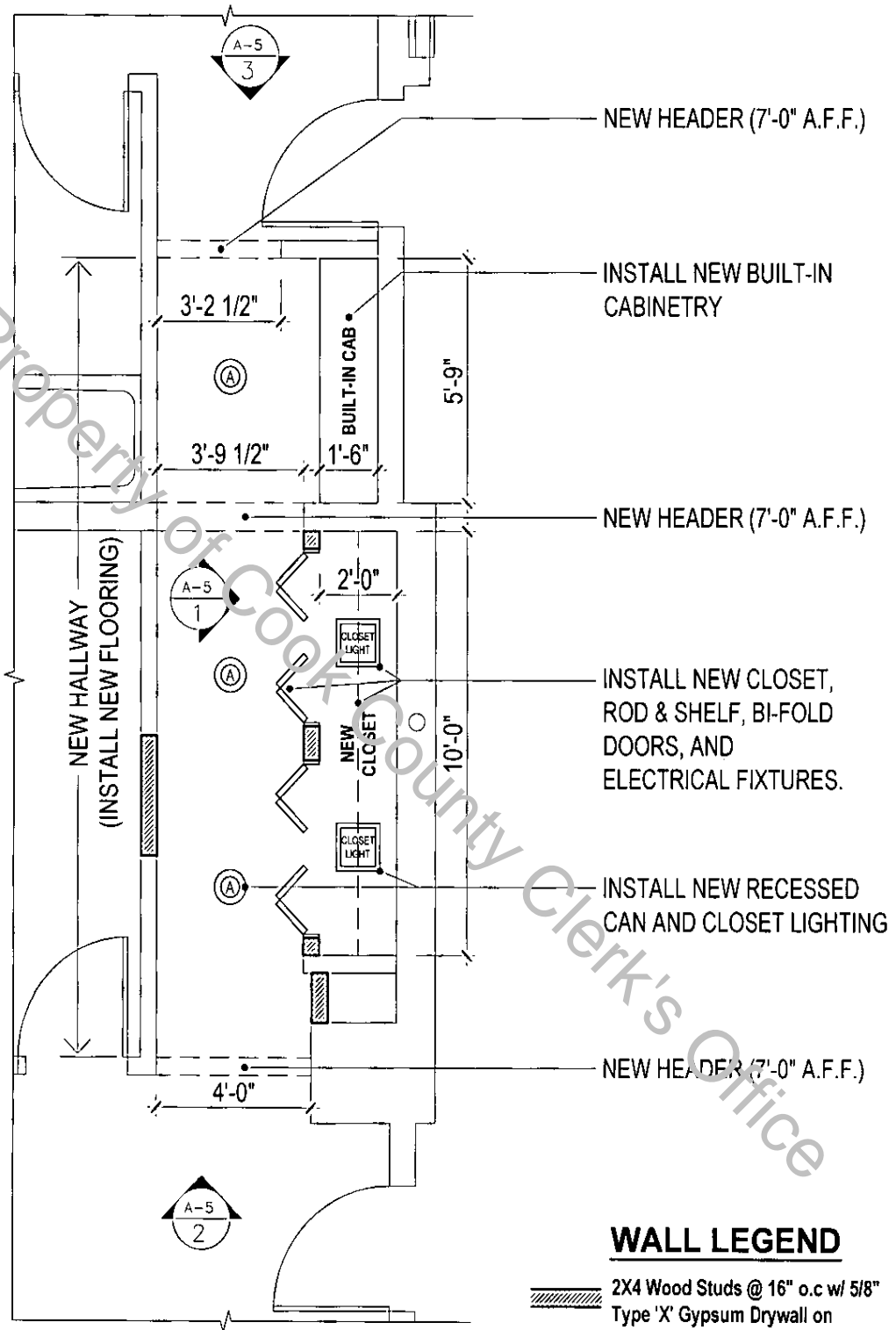
**FLOOR PLAN
DEMOLITION WORK**
SCALE: 3/8" = 1'-0"



REM Architecture
Design Planning Architecture
6324 N. Avers Street Chicago, IL 60659
T: (773) 463-4462 M: (773) 592-7592

SHEET NUMBER
A-3

UNOFFICIAL COPY



December 10, 2018



**SANDEEP & SUNITA
NATHAN**
PARC CHESTNUT (Units 1502-1503)
849 N. Franklin St. | Chicago, IL 60610

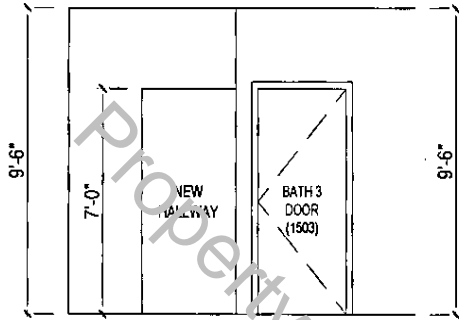
**FLOOR PLAN
PROPOSED NEW WORK**
SCALE: 3/8" = 1'-0"

REM Architecture
Design Planning Architecture
6324 N. Avera Street Chicago, IL 60659
T: (773) 463-4462 M: (773) 592-7592

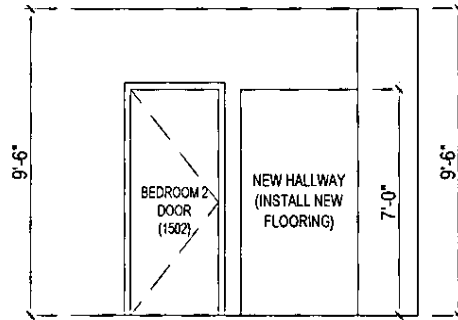
SHEET NUMBER

A-4

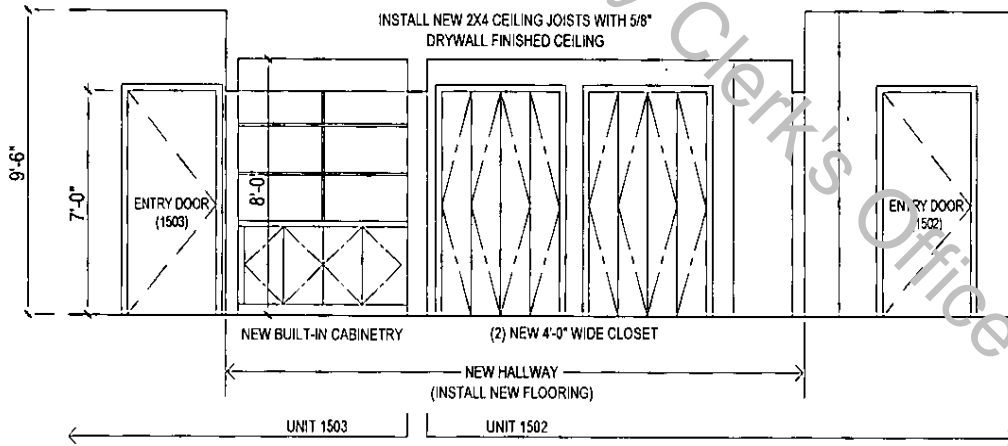
UNOFFICIAL COPY



3 VIEW AT FOYER
UNIT 1503



2 VIEW AT FOYER
UNIT 1502



1 NEW HALLWAY
UNIT 1502 & 1503

December 10, 2018



**SANDEEP & SUNITA
NATHAN**
PARC CHESTNUT (Units 1502-1503)
849 N. Franklin St. | Chicago, IL 60610

INTERIOR ELEVATIONS

REM Architecture
Design Planning Architecture

SHEET NUMBER

SCALE: 1/4" = 1'-0"



6324 N. Avers Street T: (773) 463-4462
Chicago, IL 60659 M: (773) 592-7592

A-5