

UNOFFICIAL COPY

94770901

40001**
RECORDING 39.50
MAIL 1.50
94770901 H
SUBTOTAL 29.50
CHECK 29.50

2 PURC CTR
0018 MCH 16:12

**UNIT OWNER MAINTENANCE AND INDEMNIFICATION
AGREEMENT REGARDING COMMON ELEMENTS**

This agreement is being made by and between the Wilshire Green East Condominium Association (the "Association") and Roy O. Nelson, the owner(s) of record, on behalf of himself and his assigns and successors in title or interest (the "Owner") of Unit No. 408, located at 125 Acacia Circle, Indian Head Park, Illinois 60525, which Unit is legally described in the attached Exhibit "A".

Whereas the Owner has requested the Association's approval for certain work involving the common elements, such work being described as follows:

Garage Storage Locker - Garage Space #32

(the "Alteration") for the owner's use and benefit and whereas the Association is agreeable to permit such Alteration upon the terms and conditions set forth below.

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 Owner agree as follows:

1. The Association agrees to permit the Owner to make the Alteration, subject to such other items and conditions as have been required by the Association.
2. The Owner hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, replacement and restoration relating to the Alteration or in any way caused by the making of such Alteration.
3. The Owner agrees to have the Alteration performed in a proper workmanlike manner in accordance with the terms of the Association's approval, regulations and subject to inspection by the Board of Managers of the Association.
4. The Owner agrees that in the event that the Alteration is no longer desired or no longer permitted due to law, municipal or governmental regulation or judicial order, the Owner shall be solely and fully responsible for the cost of reversal of the Alteration and any and all expense to restore the area of the Alteration to its pre-existing condition as required by law, ordinance, regulation, order of the Association.

DONE AT CUSTOMER'S REQUEST



Roy O. Nelson
125 ACACIA UNIT 408
INDIAN HEAD PARK, IL. 60525

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

29.50

UNOFFICIAL COPY

ADMITTED

PROPERTY OF COOK COUNTY CLERK'S OFFICE

[Faint, mostly illegible text, likely a document or form, with a large diagonal watermark reading "Property of Cook County Clerk's Office" overlaid across the page.]

UNOFFICIAL COPY

94770901

5. The Owner agrees to fully and completely indemnify the Board of Managers, members, agents, representatives and employees of the Association from and against all claims, liabilities, judgements, costs or expenses of any kind whatsoever (including but not limited to, attorney's fees) which result from or are in any way related to the installation, maintenance, repair, replacement, restoration or reversal of the Alteration.
6. The Owner agrees that the cost of any insurance required for or related to the Alteration will be the responsibility of the Owner exclusively and not the common expense of the Association.
7. The Association and Owner agree that the covenants contained in this Agreement are covenants running with the land and are intended to bind the parties and their successors in title and interest with regard to its subject matter. This Agreement shall be governed by Illinois law 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.
8. If the Owner fails to perform any maintenance, repair, replacement or restoration or to maintain proper insurance coverages or to carry out any of the Owner's obligations related to the Alteration, and fails to correct such failure within five days after written notice from the Association to do so (or immediately upon demand in cases of emergency), then the Association shall have the right, but not the obligation to perform any and all such work and the Owner hereby agrees to be liable for any and all expense of such work (including but not limited to professional and attorney's fees), which expense shall also become a lien against the unit.
9. Notice 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.

UNOFFICIAL COPY

RESOLUTION

WHEREAS, the Board of Directors of Cook County, Illinois, has determined that it is in the best interests of the County to enter into a contract with the State of Illinois for the purchase of certain real estate located in Cook County, Illinois, and

WHEREAS, the Board of Directors of Cook County, Illinois, has determined that it is in the best interests of the County to enter into a contract with the State of Illinois for the purchase of certain real estate located in Cook County, Illinois, and

WHEREAS, the Board of Directors of Cook County, Illinois, has determined that it is in the best interests of the County to enter into a contract with the State of Illinois for the purchase of certain real estate located in Cook County, Illinois, and

WHEREAS, the Board of Directors of Cook County, Illinois, has determined that it is in the best interests of the County to enter into a contract with the State of Illinois for the purchase of certain real estate located in Cook County, Illinois, and

WHEREAS, the Board of Directors of Cook County, Illinois, has determined that it is in the best interests of the County to enter into a contract with the State of Illinois for the purchase of certain real estate located in Cook County, Illinois, and

Property of Cook County Clerk's Office

UNOFFICIAL COPY

94770901

In witness of the foregoing, the Association and Owner have executed this Agreement as of this 23rd day of August 1994.

ASSOCIATION

Wilshire Green East Condominium Association

By: Donald R. Pepich, Jr.
Highest Management Co.
It's: Managing Agent

Address: Wilshire Green East Condominium Association
125 Acacia Circle
Indian Head Park, Illinois 60525

OWNER(S)

Roy O. Nelson
Roy O. Nelson

CO-OWNER

Jean C. Nelson
Jean C. Nelson

Address: Unit 408
125 Acacia Circle
Indian Head Park, Illinois 60525

This document prepared by and upon recording mail to: Roy O. Nelson

125 Acacia Circle Apt. 408

Indian Head Park, Il. 60525

cc: Highcrest Management Company
7550 Janes Avenue, Suite 202
Woodridge, Illinois 60517
Attn: Donald R. Pepich, Jr.
Managing Agent

UNOFFICIAL COPY

1000000000

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2000.

CLERK OF COURT

STATE OF ILLINOIS

COUNTY OF COOK

CLERK OF COURT

CLERK OF COURT

CLERK OF COURT

CLERK OF COURT

CLERK OF COURT

Property of Cook County Clerk's Office

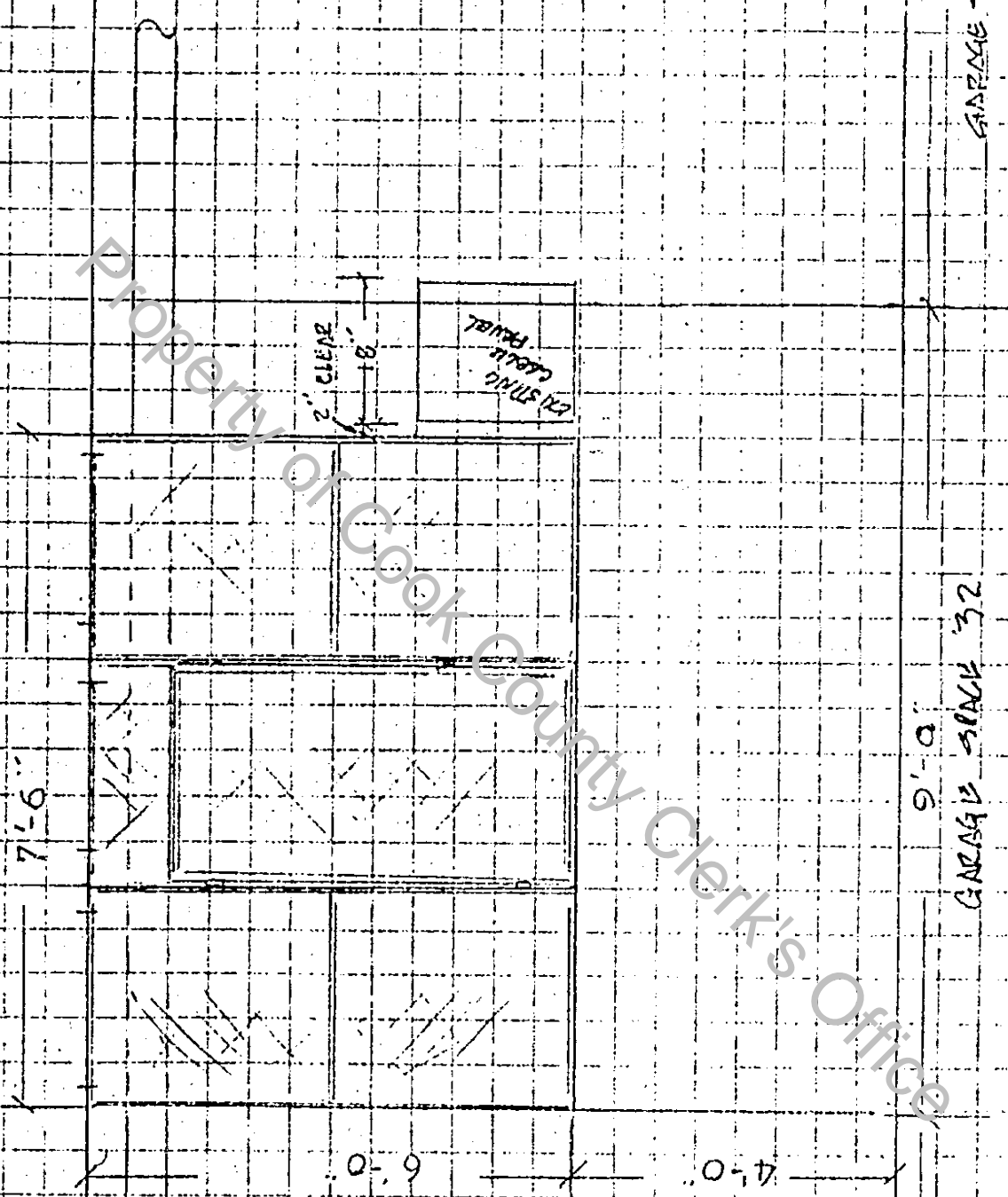
CLERK OF COURT

CLERK OF COURT

CLERK OF COURT

UNOFFICIAL COPY

94770901



CONC. SLG. 3

CONC. FLR

31

GARAGE SPACE 32

GARAGE SPACE 33

E. NELSON
BOOK 125 UNIT 408

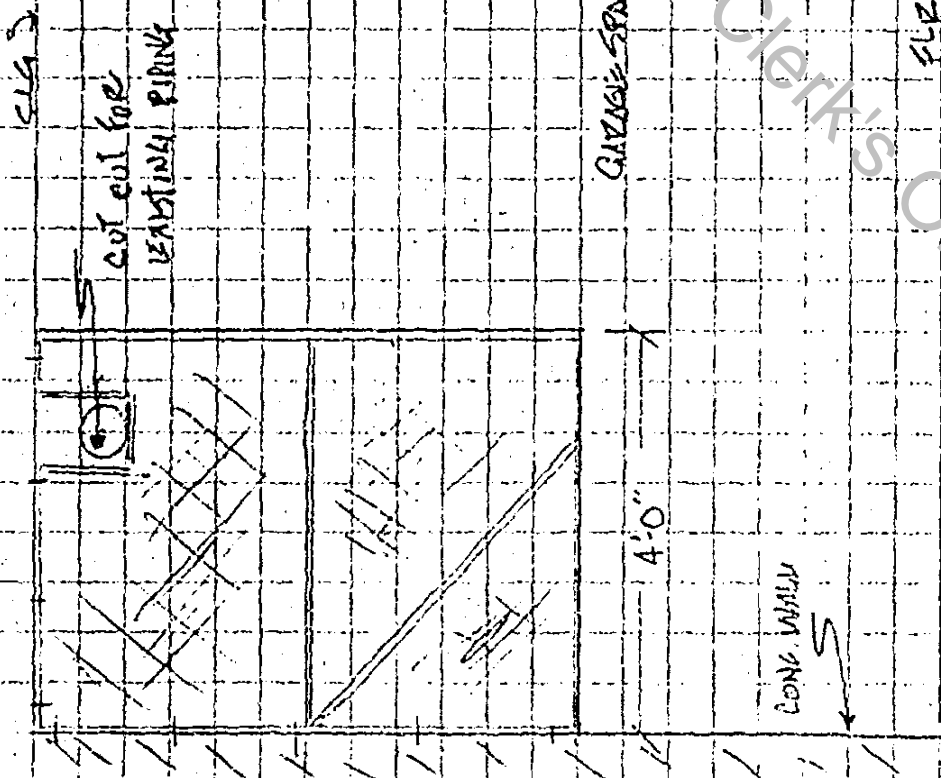
Property of Cook County Clerk's Office

UNOFFICIAL COPY

BOOK 1580

Property of Cook County Clerk's Office

94770301



1/2" x 1/4" x 1/8" STAINLESS
 2" x 1/8" STAINLESS BEARING
 1/2" EXPANDED METAL (MESH) 16 GA.

OFFICE OF COOK COUNTY CLERK'S

NE 15-2
 145-408E

UNOFFICIAL COPY

10000000

Property of Cook County Clerk's Office