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DONE AT CUSTOMER'S REQUEST

COOK COUNTY  
RECORDER  
JESSE WHITE  
MAYWOOD OFFICE

94952443

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 L.M. McALLAN, the owner(s) of record, on behalf of himself and his assigns and successors in title or interest (the "Owner") of Unit No. 113, 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:

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(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.

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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, judgments, 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.

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In witness of the foregoing, the Association and Owner have executed this Agreement as of this 5<sup>TH</sup> day of OCT 1994.

## ASSOCIATION

Wilshire Green-East Condominium Association

By: [Signature]

It's: [Signature]

Address: Wilshire Green East Condominium Association

125 Acacia Circle

Indian Head Park, Illinois 60525

082-18-20-100-074-1012



## OWNER(S)

## CO-OWNER

[Signature]

Address: Unit 113

125 Acacia Circle

Indian Head Park, Illinois 60525

## EXHIBIT "A"

LEGAL DESCRIPTION 11/02/94

**0002**	
RECORDING #	25.00
MAILINGS #	0.50
94952443 #	
0013 MCH	15:16

That part of out Lot 3 in Indian Head Park Condominiums Unit 1 being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 20 Township 28 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of said out Lot 3 said point being the Southeast corner of out Lot 2 in said subdivision; thence South 00 degrees, 02 minutes, 40 seconds West 162.79 feet, thence North 89 degrees, 57 minutes, 20 seconds West 85.30 feet to the place of beginning; thence South 00 degrees, 02 minutes, 40 seconds West 139.83 feet, thence South 89 degrees, 57 minutes, 20 seconds East 775 feet; thence South 00 degrees 02 minutes, 40 seconds, West 161.73 feet; thence North 89 degrees, 57 minutes, 20 seconds, West 87.36 feet; thence North 00 degrees, 02 minutes, 40 seconds, East 93.91 feet; thence 89 degrees, 57 minutes, 20 seconds West 107.01 feet; thence North 00 degrees 02 minutes, 40 seconds, East 207.65 feet; thence South 89 degrees 57 minutes, 20 seconds East 186.62 feet to the place of beginning in Cook County, Illinois.

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