

# UNOFFICIAL COPY

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WOODOAKS DEVELOPERS  
LIMITED PARTNERSHIP  
1755 LAKE COOK ROAD  
HIGHLAND PARK, ILLINOIS 60035  
(708) 558-1546

•• REVISED-MAY 13, 1993 ••

1. JOSEPH LACHMAN and HELENE LACHMAN, Purchasers, hereby agree(s) to purchase, and WOODOAKS DEVELOPERS LIMITED PARTNERSHIP, the Seller agrees to sell, at a purchase price of ~~9445,000.00~~ upon the terms hereinafter set forth, the following real estate in COOK County, Illinois, legally described in Exhibit "A" which is attached hereto and made a part hereof, which said property is commonly known as: Lot number 2 in Daniel Court, Northbrook, Illinois. Said Purchase Price shall include:

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- (a) The real property described above.
- (b) All architect's fees.
- (c) All costs of permits and inspections.
- (d) All fees for municipal and private utility hook ups.
- (e) ~~Complete construction costs~~ including but not limited to: all labor and materials, excavation, foundation, framing, masonry, concrete flatwork, electrical, plumbing with fixture hookup, HVAC, roofing, interior and exterior painting, flood control, alarm system installed.

Not included in Purchase Price are carpeting, refrigerator, trash compactor, and Purchasers' audio and data wiring, which items shall be Purchasers' responsibility to purchase/install.

2. The Seller agrees to cause the construction upon said property of a new single family dwelling, in accordance with Plan No. \_\_\_\_\_, Prepared by JUANITA LANDAU of LANDAU ASSOCIATES, 436 Frontage Road, Northfield, Illinois 60093, architect, a copy of which is attached hereto as Exhibit "B" and made a part hereof, Exterior Elevation No. \_\_\_\_\_ and in accordance with the Specifications Sheet attached hereto and made a part hereof as Exhibit "C".

A. Construction "Beginning Date" shall be no later than ~~June~~ <sup>July</sup> 20, 1993.

03 20  
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B. Construction "Completion Date" shall be no later than ~~January-15, 1994.~~  
MARCH

33 22  
IL

C. IMMEDIATE CONTINGENCIES: This Agreement contingent upon Purchasers' and Sellers approval of Architect's Plans within fourteen (14) business days after execution of this Agreement, and, Purchasers' and Seller's approval of Specifications Sheet within fourteen (14) business days after execution of this Agreement both of which approvals shall be signified by the parties signing-off on the face of said Plans and Specifications.

JEFFREY BROCHMAN  
3601 W. DEAN #206 1  
CHICAGO, IL 60659

LEGAL: LOT 2 OF THE WOOD OAKS COURT RESUB OF THE PART OF COUNTY CLERKS SUBDIVISION OF THE E. 1/2 of S.W. 1/4 of SECTION 07-42-12.

ADDRESS: 1414 Daniel Ct., Northbrook, IL.  
PIN NO: 04-07-301-

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3. The purchase price for the above-stated property shall be ~~\$65,000.00~~ and shall be paid as follows:

DB  
JK  
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600,000.00 46,500.00

(a) ~~\$65,000.00~~ (less \$8,000.00 already remitted) shall be paid to the Seller concurrently with the execution of this agreement, as the deposit money to be applied on said purchase when consummated.

DB  
JK  
HL

33,400.00

(b) ~~\$20,000.00~~ shall be paid to the Seller within five (5) days after Seller shall serve written notification upon Purchaser that the roof has been completed, and Purchasers' architect or Construction Consultant shall have inspected the premises and given approval of Seller's compliance with Plans and/or Specifications up to that point.

DB  
JK  
HL

33,400.00

(c) ~~\$20,000.00~~ shall be paid to the Seller within five (5) days after Seller shall serve written notification upon Purchaser that the drywall has been completed, and Purchasers' architect or Construction Consultant shall have inspected the premises and given approval of Seller's compliance with Plans and/or Specifications up to that point.

DB  
JK  
HL

53,400.00

(d) ~~\$20,000.00~~ being the balance of the purchase price (except for extras, credits or prorations required hereunder) shall be paid to the seller on the closing date, provided that the residence shall have been substantially completed, and Purchasers' architect or Construction Consultant shall have inspected the premises and given approval of Seller's compliance with Plans and/or Specifications up to that point, AND, Municipal Authority shall have issued its Temporary Occupancy Permit.

DB  
JK  
HL

4. The time of closing shall be no sooner than ~~six (6) months after the date the building permit for said plan is issued by the appropriate governmental authority on January 15, 1994 or sooner~~, provided title has been shown to be good or otherwise acceptable to Purchasers and all other terms and provisions of this contract have been complied with.

5. The sale may be closed through a deed and money escrow at a licensed Illinois title company, in accordance with the general provisions of the usual deed and money escrow agreement then in use by the title company, with such special provisions inserted in the escrow agreement as may be required to conform with this agreement. The cost of such escrow shall be borne by the Purchaser. Purchaser and Seller agrees to cause the creation of such escrow at least twelve (12) days prior to the intended

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closing date. Purchaser and Seller agrees to complete all closing papers and to cooperate in the creation of such escrow promptly upon the request of the Seller either party and within the time periods hereinabove set forth.

6. Seller shall deliver possession to Purchaser when the sale has been closed, along with all keys clearly labelled, garage door transmitters, warranty and instruction booklets.

7. ~~The above stated purchase price includes the base price for said residence and Lot and all of the items contained in the specification attached hereto. Seller agrees to provide all materials, labor and all building permits, and to do everything required of the Seller by this agreement. Notwithstanding any other provision herein contained to the contrary, in the event that Seller shall be unable to obtain certain materials or supplies at any time or from time to time, the Seller shall have the unilateral right to substitute other materials of equal quality and utility only upon written approval of Purchasers, as determined by Seller in the exercise of its sole discretion. Furthermore, Seller expressly reserves the right to deviate from or alter the plans or specifications, if reasonable in Seller's sole discretion; provided, however, that no such change shall be made in any of the plans or specifications which will materially reduce the value of the residence, as determined by Seller in the exercise of its sole discretion. All deviations from dimensions shown in the plan will be within normal construction tolerances. There shall be no deviation from or alteration of the Plans or Specifications Sheet referred to above without prior written approval of Purchasers, except as to changes within normal construction tolerances.~~

8. Seller agrees that all materials to be used will be new and of high quality, and Seller further agrees that the work shall be done in a neat, good and workmanlike manner and that the residence will comply with all applicable zoning and building laws and ordinances.

9. Seller agrees that the residence will be substantially completed and habitable on or before within five (5) days prior to the closing, and approved for occupancy by the applicable Governmental Authority on or prior thereto; provided, however, that the Seller shall have no liability whatever for any delay caused by or resulting from inclement weather, strikes, or material shortages, any act of war, riot, insurrection or any act of civil disobedience, fire or other casualty, modifications, changes, deletions or extras requested by Purchaser, any act of interference, hindrance, harassment or delay on the part of the Purchaser, or in the event of the failure of Purchaser to pay any sums of money as when hereinabove required, or for any other cause or delay which is in fact beyond the control of Seller or without fault on the part of Seller. ~~Failure of completion of the walks and driveways prior to closing shall not constitute a default hereunder nor excuse the Purchaser from closing the~~

FAILURE OF COMPLETION OF WALKS + DRIVEWAYS PRIOR TO CLOSING SHALL NOT CONSTITUTE A DEFAULT HEREUNDER NOR EXCUSE THE PURCHASER FROM CLOSING THE PURCHASE; PROVIDED HOWEVER, THAT THE SELLER'S OBLIGATION TO PROVIDE SUCH WALKS + DRIVEWAYS SHALL CONTINUE AND SURVIVE THE CLOSING AND BE COMPLETED AT SELLER'S EXPENSE AS SOON AS WEATHER PERMITS.

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~~purchase, provided, however, that the Seller's obligations to provide such walks and driveways shall continue and survive the closing and be completed at Seller's expense as seen as reasonable practical.~~ The term(s) "substantially complete" or "substantially completed" shall mean at a minimum, that all living areas are fully habitable for use by occupants with all HVAC, electrical, plumbing and sanitary systems/fixtures installed and in working order, AND, that the governmental authority has or is immediately prepared to issue its temporary occupancy certificate. Any dispute in determining whether or not the property shall have been substantially completed and habitable shall be resolved exclusively by certificate of the architect named above, or by Purchasers' Construction Consultant, at Purchasers' option.

**INSPECTION PRIOR TO CLOSING:** Within five (5) days prior to the closing of the transaction, it shall be the duty of the Purchaser to inspect the home, and present to the Seller at that time a written list (i.e. "punch list") of any defects in workmanship and/or materials, which list is to be signed by the Purchaser and Seller. Failure of Purchaser to inspect this home prior to the date established by Seller for closing shall not be a ground for deferring the closing of title, nor the imposition of any condition upon closing. As to those items set forth on such list which are truly defects in workmanship and/or materials, keeping in mind the standards of construction prevalent in Cook County, Illinois, the Seller shall be obligated to correct the same at its cost within a ~~reasonable period of time~~ 45 days after closing, except as to concrete work which may be delayed due to weather conditions; however, the Seller's obligation to correct same shall not be grounds for deferring the closing nor for imposing any condition upon the closing. This clause shall survive the closing contemplated herein, and delivery of the deed to the Purchaser. In the event that Seller fails or refuses to correct and/or finish the "punch list" items within said time period, then Purchasers may have said work completed by their own workmen and claim an amount sufficient to cover their actual costs of completion.

10. If this contract is terminated without Purchaser's fault, the sole right and remedy of the Purchaser shall be the rescission of this agreement and the return to Purchaser of all earnest monies theretofore paid by the Purchaser. In the event, however, that the Purchaser shall fail to make any payment herein required within ten (10) days after such payment is due, or the Purchaser shall fail or refuse to perform any other obligation of the Purchaser under this agreement, ~~or fail to create and fund the escrow as hereinabove provided~~, then, upon five (5) days written notice to the Purchaser, all earnest monies theretofore paid by the Purchaser shall be retained by the Seller as liquidated damages, and this agreement shall thereupon become null and void forthwith, without any further action. In the event that the transaction shall close but be delayed as a result of the Purchaser's failure to pay any monies as when required

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thereunder or for any other default of Purchaser, then the Purchaser agrees to pay to Seller, at closing, in consideration of Seller's forbearance and consent to such delayed closing, an additional purchase price, a sum equal of \$200.00 per day to begin accruing 14 days after stated closing date, provided all other obligations of Seller have been complied with. ~~In the event that the Purchaser decides to take the Seller's credit for kitchen cabinets, tile, plumbing fixtures, etc., and it results in a delay of the closing the Purchaser will be charged the sum of \$200.00 per day.~~

11. WOODOAKS DEVELOPERS LIMITED PARTNERSHIP, the Seller, agrees to sell the real estate and the property described above at the price and on the terms set forth herein, and to convey or cause to be conveyed to Purchaser title hereto (in joint tenancy or tenancy by the entireties) by a recordable Trustees Deed, with release of homestead rights, and a proper bill of sale, and contractor's lien waivers subject only to; building lines, covenants, conditions and restrictions of record, private, public and utility easements and roads and highway, if any, general real estate taxes for the year 1993 and subsequent years, applicable building and zoning laws and ordinances, and acts done or suffered by or judgments against Purchaser or anyone claiming by, through or under Purchaser.

12. ~~Purchaser shall have his choice of color selections (unless already installed or completed in the residence at the time of execution of this agreement) with regard to all surfaces to be painted, brick, roof, shingles, tile, counter tops and cabinets; provided, however, that Purchaser shall designate his color choices and make such selections within ten (10) days after seller shall initially request such determination. In the event that Purchaser shall fail to make such selections with said 10 day period, the Seller unilaterally shall be authorized to make such determination. All such color selections from samples or charts to be made available by Seller. All specifications pertaining to paint, brick, roof, shingles, tile, counter tops, cabinets and all other cosmetic and appurtenance specifications shall be fully set forth in the Specifications sheet which shall be signed-off on by Purchasers and Seller pursuant to the Contingencies paragraph contained herein. Purchaser will not be permitted to select the same brick, exterior paint color or exterior roof color as may exist or have been selected with respect to any other home previously contracted for on any adjacent lot.~~

13. It is expressly understood and agreed that no changes, alterations, modifications, deletions or extras need be provided or supplied by Seller unless the same shall have been expressly authorized by the Purchaser and approved by Seller in a separate written instrument signed by the Purchaser and a duly authorized agent of Seller. Such written instrument shall specifically set forth the nature and amount of the additional cost or credit, and Purchaser agrees to pay to Seller 100% of additional cost(s) upon

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execution of said instrument.

**\*EXTRAS:** If the Purchaser requests any alterations or modifications or extras, such work shall be authorized in writing by the Purchaser and paid for in advance. If any of said alterations, modifications or extras are omitted, the Seller shall refund the cost of each item omitted, and thereupon Seller shall be relieved from any responsibility or liability concerning same. Payment for any alterations, modifications or extras ordered for the subject unit are not refundable and shall be considered as additional purchase price pursuant to the terms and conditions of this agreement. Purchaser acknowledges he will not try to make side agreements with Seller's tradesmen working on the job. Any work done on the job not authorized through our office will immediately and automatically bear a service fee paid to Seller that day. All other work on site will be stopped until payment is made.

**\*CONSTRUCTION BY PURCHASER'S AGENT:** Purchaser agrees not to hire or employ any contractors, subcontractors or any other persons, firms or corporations, to do any work in or on the unit while said unit is under construction, until after closing and title and possession to the unit has been transferred to the Purchaser, unless Purchaser first obtains in writing the Seller's permission. Notwithstanding anything contained in this paragraph, Purchaser shall have the right to have their own contractors install their audio and data lines prior to installation of the drywall on a date to be coordinated in writing with Seller, and said approval shall not be unreasonably withheld. Purchaser waives all liability of seller for any work Purchaser's agent's perform. Purchaser's agent's must submit to seller prior to entering the premises and performing any work:

1. A certificate of insurance, or evidence of coverage under Purchaser's homeowner's policy.
  2. ~~Certification of union-contractor status.~~
- NO WORK WILL BE ALLOWED WITHOUT THE ABOVE DOCUMENTATION.

14. This contract is subject to the following conditions and stipulations:

(a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent within fourteen days prior to the time of closing, or through the escrow, a title commitment for an owner's title insurance company in the amount of the Purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (i) general exceptions contained in the policy, (ii) the title exceptions set forth above, and (iii) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may shall be removed by the payment of money at the time of closing or prior thereto and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the

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permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Said title commitment shall be an ALTA form B-1970 and shall guarantee the Purchaser against any unrecorded mechanic lien claims.

(b) If the title commitment discloses unpermitted exceptions, Seller shall have thirty, (30) days from the date of delivery thereof to have the exceptions removed from the commitment or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to the Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties, and all monies theretofore paid by the Purchaser shall be returned to the Purchaser.

(c) Water and other utility charges, fuels, general real estate taxes and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general real estate taxes shall be prorated on the basis of the amount of the most recent ascertainable taxes. All proration are final unless otherwise provided herein. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Tax Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. All other taxes imposed on the transfer of title shall be Purchaser's obligation.

(d) The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

(e) Seller agrees to provide Purchaser, at closing, with a "Location Survey" showing the residence upon the above described Lot.

(f) Time is of the essence of this contract.

(g) All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. All notices shall be by registered or certified mail, return receipt requested, or by FAX transmittal followed by mail delivery.

(h) Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the

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applicable provisions of the Real Estate Settlement Procedures Act of 1974, In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

(i) Purchaser shall not assign or transfer this agreement or any of the Purchaser's rights hereunder without the prior written consent of the Seller, and any attempted assignment or transfer contrary to the provisions hereof shall be void for all purposes.

**ASSIGNMENT RIGHTS AND BINDING AGREEMENT:** Notwithstanding anything to the contrary, Purchaser agrees that this agreement shall not be assigned or transferred by Purchaser without the written consent of the Seller. The fact that Seller refuses to give its consent to an assignment by Purchaser will not give rise to any claim for damages or other relief against Seller. In the event that Purchaser is a corporation or other business entity, trustee or nominee, a transfer of Purchaser's equity, beneficial or principal interests constitutes an improper assignment of this agreement. Purchaser further agrees that Seller shall, at its sole discretion, have the right to freely assign or otherwise transfer all of its rights and obligations, including payments, under this agreement and ~~that, upon assumption by Seller's assignee of all obligations under this agreement, Seller shall be relieved of all obligations to Purchaser.~~

In the event of Purchaser's death, demise or loss of legal control of Purchaser's affairs, this agreement shall be binding upon Purchaser's heirs, successors, executors and legal representatives. In the event that Purchaser has received Seller's proper consent to assign or otherwise transfer this agreement, it shall be binding upon anyone receiving Purchaser's interest. In the event that Purchaser is a corporation or other business entity, this agreement shall be binding upon any successor corporation or other entity.

(j) Purchaser hereby represents to the Seller that it has had no dealings with respect to the above-described property with any real estate broker or real estate person.

(k) Purchaser shall have no right to possession for any purpose prior to the closing. Prior thereto, the property shall be under the sole control and exclusive possession of the Seller. Purchaser acknowledges that if he or any member of his family, his invited guests or friends shall enter the premises prior to closing, said entry shall be at the sole risk of Purchaser and without the consent of Seller, except that Purchaser may enter the premises on weekends or during such periods when construction is not taking place upon the premises, so long as the Purchaser understands that in so doing he releases the Seller and its agents from any claim he may have for injuries or damages to the person or property of the Purchaser or any invitee of the Purchaser. Purchaser further agrees to hold Seller harmless and



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indemnify it from any claim for injury or damage resulting from Purchaser or invitee entering upon the property.

**RIGHTS OF ENTRY DURING CONSTRUCTION:** During construction, because of various insurance requirements beyond control and for Purchaser's safety, neither Purchaser nor any agent of Purchaser shall enter any portion of the construction site of the unit without written permission from Seller, and Seller shall be entitled to make any violation thereof a breach of this agreement. Notwithstanding anything contained in this paragraph, Purchasers shall have the right to have their own contractors install their audio and data lines prior to installation of the drywall, and to have their Construction Consultant inspect the premises on dates to be coordinated in writing with Seller, and said approval shall not be unreasonably withheld.

\* Purchaser may enter the house on week-ends only. On normal weekdays, construction business must proceed in a timely manner and is delayed when Purchaser accesses site on a normal day. Purchaser acknowledges he will enter the construction site only on the week-end, unless otherwise authorized by Seller.

(l) The Seller does hereby warrant and guarantee to the Purchaser herein, and not his successor, that the residence shall be free of any major defect in labor for a period of one (1) year from and after the date of closing. Seller agrees to deliver to Purchaser all guarantees and warranties which it may receive from sub-trades and material suppliers, including those warranties and guarantees with respect to the appliances. Seller makes no representation, warranty or guarantee whatever with respect to appliances. It is expressly understood and agreed, however, that hairline cracks, settling cracks, cracks in cement work, popping of nails and ~~damage caused by flooding (both direct and consequential)~~ shall not be deemed to be a defect.

(m) Seller does hereby agree that it will clean all yards of debris and that the residence will be broom swept at or prior to the time of closing.

(n) The Seller expressly reserves the right to obtain construction loan financing at any time prior to closing in which event it is understood and agreed that such construction loan must be paid and discharged at or prior to closing (but Seller reserves the right to use a portion of the balance of the purchase price in order to accomplish such discharge and the obtaining of an appropriate release deed with respect thereto).

15. This agreement along with its attached Exhibits and particularly the Plans and Specifications Sheet constitutes the entire agreement between the parties. No representations, warranties, guarantees, undertakings, or promises, whether written or oral, whether express or implied, have been made by

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either Seller or Purchaser, unless and to the extent expressly stated herein. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted successors and assigns.

NO VERBAL CHANGES: Oral representations cannot be relied upon as correctly stating the representations of the developer. For correct representations, reference should be made to this contract. Any change orders or items Purchaser notices to be incorrect, in his particular home, must be addressed in writing to our office only. Verbal discussions or directions on site with tradesman will not constitute any changes to take place.

16. If this contract is not executed within five (5) days of this date it shall become null and void.

17. Due to temperature change, salt, settlement of ground, frost, material shrinkages, expansion or contraction of materials, and other causes beyond Seller's control, cracks, checks, spalling, color variations and chipping are very likely to appear which will in no way affect the structural stability of the concrete or the building. Seller does not guarantee against these occurrences and alerts Purchaser that these occurrences are very likely to appear.

### 18. MASONRY

Masonry shall consist of king-size brick veneer over carpentry at first floor. All masonry will be laid in masonry cement mortar and pointed in place. All face brick shall be cleaned by mason contractor. Brick will be cleaned in accordance with manufacturer's recommendations. Note: While brick is cleaned, not all loose mortar and/or dirt or dust is removed during the cleaning process. Customer accepts this fact and acknowledges that while the brick is cleaned, the cleaning process is imperfect.

### 19. BRICK

All brick is to be king size. ~~Brick allowance is not to exceed \$250 per thousand brick. Cost of bricks required in order to comply with the Plans and Specifications Sheet attached hereto are included in the Purchase Price.~~

*Brick Allowance \$250 per 1000 / DB*

### 20. CABINETS

Standard cabinets supplied by Seller will be installed at no extra charge. Any cabinetry purchased directly by Purchaser will require an extra cabinet installation charge depending on the cabinet intricacies and layout. Those costs will be determined at the time cabinet layout is provided. Cabinets listed on Specifications Sheet shall be installed at no extra charge.

*↑ TO BE DETERMINED BY CABINET SELECTION*

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\* Seller takes no responsibility for ordering or unloading any cabinets supplied by purchaser. Cabinets must be on jobsite on or before date specified by builder. Any delays will hold up scheduling of the job, and will bear a \$200 a day penalty, until cabinets arrive. Purchaser must be on site on delivery day to unload, uncrate, carry in, and install any cabinets they supply. Woodoaks Developers Limited Partnership will not be involved in rectifying any cabinet problems on behalf of the customer. Any damaged doors or missing pieces will be the Purchaser's responsibility.

\*THIS NOTE APPLIES TO ALL CABINET JOBS: Any valances, special trim, and hardware that require additional time to hang & install will be charged on a time basis. Charges to be determined upon cabinet selection and layout. Complete cost to install cabinets referred to on Specifications Sheet shall be included in Purchase Price.

21. Interior doors in your home are installed 1-1/2" above the subfloor to allow for normal finished floor material. In the event the interior doors have not been installed at the time of purchase, we may be able to adjust the heights of these floors without additional labor charge. You should request from the flooring contractor the total thickness of all finished flooring you select. This will save both time and aggravation during completion of your home. Returning to re-cut doors after carpeting is installed will require a service charge of \$35.00 per door.

22. If counter tops are longer than 10-feet-long, there will be a seam in the top, which cannot be avoided due to the length of the top. Kitchen tops shall be per those specified on Specifications Sheet.

## 23. LANDSCAPING

(a) Seller will provide black dirt and a final level grade. Purchaser understands it will be his responsibility to provide a fine grade of dirt prior to sodding by the Purchaser's landscaper.

(b) Purchaser understands that Seller is providing a village approved grading plan and understands that any deviation from said plan must be approved in advance by the village prior to landscaping. Purchaser further agrees that he will deposit with the Seller \$1,000.00 to assure that Purchasers will not alter the municipally approved grading plan. Said amount will be refunded upon issuance of a final occupancy permit by the village.

## 24. ELECTRICAL\*\*

Normal hanging of Purchaser's fixtures are included by Seller's electrical contractor. (Normal means fully assemble,

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chain cut to length desired, standard thread and part sizes, pre-wired and U/L approved fixtures.) For special hanging, an extra charge from electrical contractor will be made prior to hanging. Any electrical fixtures not on job site at the time the electrical contractor is hanging fixtures will require a \$50.00 - per-fixture fee charged to have the electrician return to the job. All fixtures need to be properly marked as to which room they go into, or they will not be hung.

## 25. PAINT

~~Walls and ceilings to be one color throughout, using flat paint only. All paint schemes to be per the Specifications sheet.~~

26. The Seller's contractors are the only tradesmen allowed in and on the premises prior to closing. The buyer shall only make changes on-site when a Woodoaks Developers agent is on site. Changes will be charged on time plus material basis and a \$200.00 change order fee.

27. Any inspection of the residence, other than by the City officials or inspection by Architect or Purchasers, prior to closing will incur an escort fee of \$100.00/hour and a one hour minimum, but only if such escort is required by Purchasers' inspector.

28. Any changes to light fixture location will be a \$50.00 cost to the buyer and must be done prior to drywall.

\*\* NOTE: once electrical and plumbing is installed, any changes will be billed on a time and material basis. Price to be determined once work is completed.

## 29. GENERAL NOTES REGARDING MATERIALS AND SPECIFICATIONS

Wood doors are subject to movement because of the natural characteristics of wood. Seller's responsibility for movement of wood doors shall be governed by the standards of the door manufacturer. Hardwood flooring is also subject to movement. Purchaser acknowledges the possibility of imperfections in hardwood floors due to material movement and characteristics of hardwood floors. All door hardware, hinges and butts are to be per the Specifications sheet attached hereto. ~~standard bronze - any changes to bronze would be an upgrade.~~

Every building is constantly on the move. On a hot, moist day, a building actually expands. On a cold, dry day, the same building will contract. The reason is that heat and moisture cause some construction materials to expand, while cold and dryness have a contrasting effect. In like manner, a building swells during a rain and shrinks during a dry spell. Such movement characterizes all buildings and is normal, and further, should be expected.

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Will all of this movement have an effect on the sheet rock walls, ceilings, floors and the framing system of your home? Yes! It is possible that this movement can cause cracking and nail popping in the drywall surface, because it is directly attached to and supported by the wood frame of the building, and wood is the material used in a home most frequently subject to the conditions described above. The same problem exists in the floor system of your home. Therefore, we are unable to guarantee that settling, nail pops, cracking of walls and ceramic tiles floors, and squeaky floors will not appear.

\*ACCEPTANCE OF TERMS: By virtue of the execution of this agreement, the Purchaser acknowledges that he understands, accepts and agrees to the terms, conditions and provisions as contained in this purchase and sale agreement, including, but not limited to, paragraphs 14, 15, 16, 17, 18, 19 and 20.

30. SELLER'S OPTION TO REPURCHASE: In the event of any lawsuit by or on behalf of Purchaser, against Seller or its agents, servants or partners, for any claim or cause of action arising directly or indirectly from this Agreement, the Plans or any other documents and/or instruments referred to in this Agreement, or in any way related to the Property, which lawsuit is instituted within two (2) years after the Closing Date, then at the option of Seller, within a period of one (1) year from the date of the institution of said lawsuit, and upon not less than sixty (60) days prior written notice thereof (setting forth a "closing/tender date") given to Purchaser, Seller may tender back to Purchaser the purchase price plus five percent (5%) per annum of the purchase price computed from the closing date to the date of said tender, as liquidated damages, for any and all damages of any kind or nature whatsoever incurred or claimed by Purchaser, and in exchange for which Purchaser shall tender a Quit Claim Deed, good and merchantable title evidenced by a title commitment for an Owner's ALTA Form B title insurance policy issued by the Title Insurer, and possession of the Property in full compliance with the terms of this Agreement and thereupon, the transaction contemplated herein shall be deemed rescinded. The Property tendered hereunder shall be in the same condition as it was on Closing Date, normal wear and tear excepted and shall contain all fixtures, alterations and additions constructed and installed by Purchaser in the Property.

#### 31. CREDITS DUE PURCHASER

In the event Purchaser chooses to utilize any credits offered by Seller for material, equipment or merchandise normally installed by Seller, it is agreed by and between the parties that Seller will neither be responsible for Purchaser-supplied material, equipment or merchandise nor will Seller be responsible for installation of said items.

It is further understood that all credits and allowances due from Seller to Purchaser as a result of Purchaser's election to obtain Purchaser-supplied items will be

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issued at the time of closing on.ly.

**NOTICE:** Once designated selection period is over, any changes made on the selection sheet will bear a \$100 change order fee. This fee is over and above any extra cost the change might allocate.

Seller recognizes prices delivered exclusively by agents of Woodoaks Developers Limited Partnership. Along with your selection sheet you will receive a list of contractors, showrooms, along with a contact person to assist you. It is imperative for you to make an appointment, with the specified contact person. Discussion and price quotes with other sales representatives will not be recognized by our office.

General Notes:

Wood front doors are subject to warping, therefore we will not warranty or guarantee from that occurrence. We recommend plain masonite doors.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed on the 27 day of MAY, 1993.

SELLER: WOODOAKS DEVELOPERS  
LIMITED PARTNERSHIP

Joseph Fush  
PURCHASER

BY: WOODOAKS BUILDERS, INC.,  
GENERAL PARTNER

Helene LaCl  
PURCHASER

BY: [Signature]  
OFFICER

THIS INSTRUMENT WAS PREPARED BY  
TERREY H. BROCKHILL, JR.  
3601 W. DEXON #206  
CHICAGO, IL 60659  
312/463-7660

\*\*0003\*\*  
RECORDING \$ 45.00  
MAILINGS \$ 0.50  
94027893 #  
CHECK 45.50

01/04/94 2 PURC CTR  
0002 MCH 16:06