

# Quincy Park Condominium Association Architectural Control Agreement

This agreement is entered into by and between Quincy Park Condominium Association, an Illinois not-for-profit corporation and \_\_\_\_\_, a Unit Owner and Member in good standing. In consideration of the mutual covenants set forth herein, the parties agree as follows:

Whereas, pursuant to Article \_\_\_\_ of the Amended and Restated Declaration of Condominium Ownership for Quincy Park Condominium Association, the Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized Agents are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association's common elements; and

Whereas, Unit Owner is desirous of constructing a certain addition, improvement and/or alteration of the common or limited common elements, in conformity with the requirements of the Declaration and uniform standards adopted by the Board.

Now, therefore, in consideration of the sum of five dollars (\$5.00) and other good and valuable consideration, it is hereby agreed as follows:

Unit Owner shall submit to the Board of Directors or its duly authorized Agent a fully completed common area/limited common area improvement application, attached hereto and made a part hereof.

Unit Owner shall also submit a contractor's certificate of insurance, as required, or a signed release for do-it-yourself installation, if permitted, attached hereto and made a part hereof.

Within ten (10) days of receipt of all required documentation, the Board or its duly authorized Agent shall notify the Unit Owner, in writing, of its decision to approve or reject the Unit Owner's proposed improvement. The decision of the Board shall be binding.

In the event Unit Owner's improvement is rejected, Unit Owner may submit subsequent applications, including changes or modifications, in accordance with the conditions set forth in the Board's notice of rejection.

In the event of Board approval, Unit Owner shall commence construction in strict conformity with the approved specifications as soon as practicable. In no event shall construction commence more than sixty (60) days from the date of approval.

Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its Agents and fellow Unit Owners from any and all claims, controversies or causes of action resulting from such improvement, so long as it remains on the property.

Unit Owner and his successors shall be solely responsible for the cleaning, care, compliance, maintenance, insurance, repair, replacement and/or removal of all improvements. Failure of the Unit Owner to remedy defects, as outlined in the Rules and Regulations, may result in restoration or removal of the Unit Owner's improvement, at the discretion of the Board, at his or her own expense.

Upon transference of ownership of his or her unit, Unit Owner shall inform successor in title of the existence of this agreement and the obligations set forth herein, which shall pass to the successor.

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

Quincy Park Condominium Association

Unit Owner(s)

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

Seal: