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Doc#: 0812346210 Fee: \$66.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/02/2008 02:55 PM Pg: 1 of 16

**MUTUAL MAINTENANCE AGREEMENT FOR HIDDEN LAKE
PALOS HILLS, ILLINOIS**

Between

HIDDEN LAKE ESTATES HOMEOWNER'S ASSOCIATION
WATERFRONT ESTATES CONDOMINIUM ASSOCIATION
PALOS LAKEVIEW CONDOMINIUM ASSOCIATION

Prepared by:

WISCHHOVER & Associates
9944 S. Roberts Road, Suite 205
Palos Hills, IL 60465

**MUTUAL MAINTENANCE AGREEMENT FOR HIDDEN LAKE
PALOS HILLS, ILLINOIS**

RECITALS

WHEREAS, Hidden Lake Estates Homeowners Association ("Hidden Lake"), Waterfront Estates Condominium Association ("Waterfront Estates"), and Palos Lakeview Condominium Association ("Palos Lakeview") (collectively known as the "Associations") duly created as entities of the City of Palos Hills, County of Cook, State of Illinois; and

WHEREAS, the Associations have borders in common with each other and share riparian rights in a body of water of approximately five (5) acres ("Lake"); and

WHEREAS, the City of Palos Hills has passed Ordinance No. 15.52.040 for the purpose of maintaining and continued upkeep of the Lake; and

WHEREAS, the Associations hereby enter into an equitable termed agreement ("Agreement") to share costs, for the maintenance of the Lake, as required by the Ordinance; and

WHEREAS, the Associations, by the approval of their respective Board of Directors and Owners, if applicable, agree to the following:

1. The Recitals are hereby incorporated.
2. Each Association hereby grants to one another and to its Owners, agents, employees, contactors, invitees, guests and customers, the reciprocal rights in common with all other Associations and their Owners, agents, employees, contractors, invitees, guests and customers to an easement over, above, across and through the Lake; for all known purposes and specifically for the purposes expressly described in the Ordinance. Said easement area consists of the area described in Exhibit D.
3. A committee comprised of two (2) representatives of each Association ("Committee") shall convene twice annually to first review and plan for the year's expenses and next to establish a budget for the maintenance of the Lake, as required per the Ordinance.
4. The Committee shall discuss and obtain bids for the maintenance, repair, and upkeep of the Lake, and hire necessary contractors, engineers, and experts to satisfy the requirements under the Ordinance.
5. The budget must be prepared by the Committee, and sent to each Association at least thirty (30) days prior to the date of the meeting to approve

the budget. The budget shall be approved by a majority of the Associations voting at the meeting called specifically to approve the budget. Each Association shall have two (2) votes, such that four (4) affirmative votes are necessary to approve the budget.

6. The costs of the yearly budget, as well as the corresponding proportionate responsibility for expenditures from 2003-present, shall be shared between the Associations based upon the following formula:

- Hidden Lakes = 65%
- Waterfront Estates = 20%
- Palos Lakeview = 15%

According to the schedule above, each Association agrees to reimburse Hidden Lakes for expenditures from 2003-present, and shall receive a formal written notice along with documentation, invoices, etc. evidencing the expenditures made. Hidden Lakes shall alone bear the responsibility for the required expenditures of 2002. Hidden Lakes shall be reimbursed no later than June 30, 2008.

7. Thereafter, each Association shall submit its payment of its portion of the budget on a monthly basis, no later than the tenth (10th) day of each month. If an Association fails to pay its proportionate share within said time frame, the Associations may place a lien against such property for the payment that has not been received, within ten (10) after written notice of delinquency has been sent.

8. In the event legal proceedings are commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

9. All notices sent hereunder shall be in writing and via U.S. Mail postage pre-paid, and sent certified return receipt requested or the next day if sent via overnight delivery by a nationally know carrier and addressed as follows:

If to Hidden Lakes: Van Witz Mgmt., ATTN: Heather Bergman
5931 W. 87th
Oak Lawn, IL 60453

If to Waterfront Estates: c/o Patricia Stec
8771 Waterfront Dr., #1B
Palos Hills, IL 60465

If to Palos Lakeview: Cornerstone Management
7223 W. Laraway Road
Frankfort, IL 60423

10. This Agreement and the terms and conditions set forth herein shall run with the land and shall be binding upon the Owners and their respective successors, heirs, and assigns.

11. The individuals signing below hereby warrant and represent to one another that they have the power and authority to sign this Agreement on behalf of the respective parties hereto and to bind them to the terms and conditions of this Agreement.

AGREED TO AS WITNESSED BELOW:

HIDDEN LAKES: S. Wolfe
BY:

WATERFRONT ESTATES: Patricia L. Stee
BY:

PALOS LAKEVIEW: J.S. [Signature]
BY:

EXHIBIT A

LEGAL DESCRIPTION FOR HIDDEN LAKES

UNITS 1-12, 14-29A, 30, 30A, 31, 31A, 32-53 AS DELINEATED ON THE PLAT OF SURVEY DATED APRIL 29, 1980 AND RECORDED AS DOCUMENT NUMBER 25439399, AS AMENDED OF THE HIDDEN LAKE ESTATES CONDOMINIUM, A CONDOMINIUM DEVELOPMENT IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH RESERVE LINE OF THE CALUMET FEED CANAL, ALL IN COOK COUNTY, ILLINOIS.

PIN: 23-22-200-082-1001 THROUGH 1055

EXHIBIT B

LEGAL DESCRIPTION FOR WATERFRONT ESTATES

THE EAST 300.00 FEET OF THE WEST 450.00 FEET OF THE NORTH 450.00 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RESERVE LINE OF CALUMET FEEDER IN COOK COUNTY, ILLINOIS.

PIN: 23-23-100-032-1001 THRU 1048

EXHIBIT C

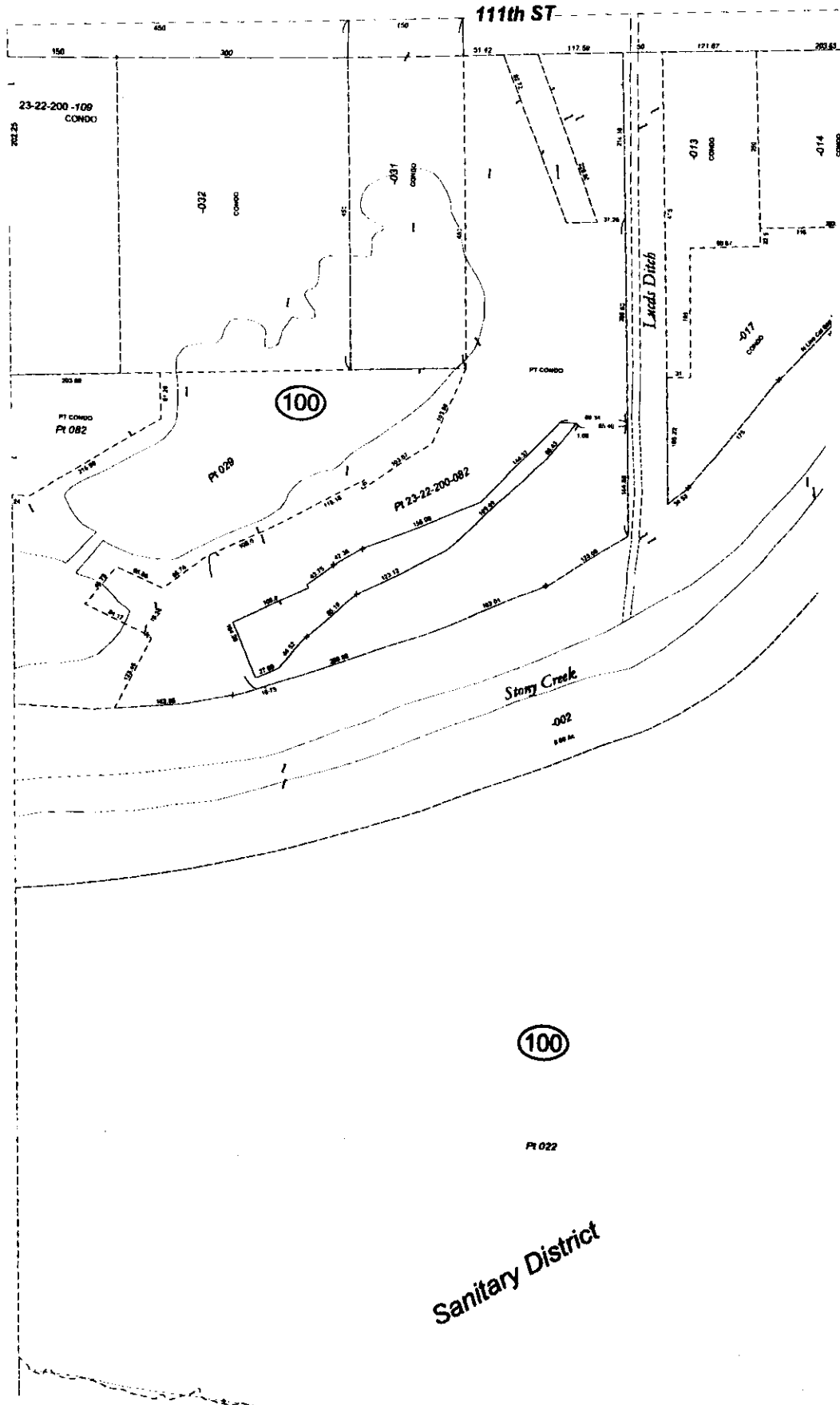
LEGAL DESCRIPTION FOR PALOS LAKEVIEW

UNITS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3C AND 3D OF LAKEVIEW
CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING
DESCRIBED REAL ESTATE:

THE EAST 150.00 FEET OF THE WEST 600.00 FEET OF THE SOUTH 400.00
FEET OF THE NORTH 450.00 FEET OF THE WEST 1/2 OF THE NORTHWEST
1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 23-23-100-004-0000

EXHIBIT D DESCRIPTION FOR LAKE PROPERTY



LADWIG AND LADWIG, P.C.

ATTORNEYS AT LAW
5600 WEST 127TH STREET
CRESTWOOD, ILLINOIS 60445-1074
708-388-0540
TELEFAX 708-388-0040

LOWELL L. LADEWIG
SCOTT L. LADEWIG

March 7, 2008

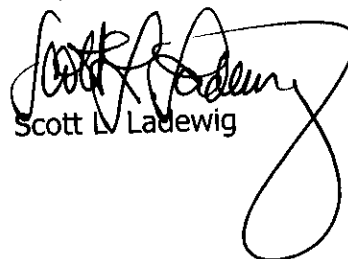
Mr. Alan Wischhover
Attorney at Law
9944 S. Roberts Road, Suite 205
Palos Hills, Illinois 60465

Re: Hidden Lake/Waterfront/Lakeview

Dear Mr. Wischhover:

Enclosed please find four (4) fully executed original copies of the Maintenance Agreement. I have retained the other two (2) fully executed copies for my client and myself. The remaining four (4) copies are being returned to you to be distributed to your client and Lakeview.

Very truly yours,



Scott L. Ladewig

SLL/vl
Encl.

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BY:

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BY:

PALOS LAKEVIEW: J. S. [Signature]
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PIN: 23-23-100-032-1001 THRU 1048

EXHIBIT C

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FEET OF THE NORTH 450.00 FEET OF THE WEST 1/2 OF THE NORTHWEST
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