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**ORIGINAL CONTRACTOR'S
CLAIM FOR MECHANICS
LIEN**

Doc#: 0924534042 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/02/2009 01:12 PM Pg: 1 of 10

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The Claimant,
Sanotta General Contractors,
Inc., an Illinois Corporation,
of 3514 Madens St.,
Franklin Park, Illinois 60131,
hereby files its original
contractor's claim for
mechanics lien on the
Real Estate as hereinafter

described and against Jean M. Miller and Rose A. Maltese ("Owner") of 1525 Parkside,
Park Ridge, Illinois 60068, and any person claiming an interest in and to the Real Estate,
by, through, or under the Owner, in the Real Estate described as follows:

Legal Description:

Lot 282 (Except the North 18 Feet Measured at Right Angles to the North Line Thereof)
and the North 28 Feet of Lot 283 Measured at right angles to the North Line thereof in
Smith and Hill's Park Ridge Manor Unit No. 2, being a Subdivision (Except the West 217
Feet Measured on the North and South Lines thereof) of Section 22, Township 41 North,
Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1525 Parkside, Park Ridge, Illinois 60068
PIN 09-22-208-019-0000

Claimant states as follows:

1. On or about May 9, 2008, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) (Real Estate) as described herein.
2. Claimant made a contract (Contract) dated May 9, 2008 with the Owner under which Claimant agreed to provide all necessary labor, material, and work to erect a new one story addition and remodel the kitchen at the Real Estate in accordance with the plans dated January 8, 2008 by Prarie Tech, Ltd for the original contract amount of \$131,294.00 plus options. A copy of the contract is attached hereto as Exhibit "A" and made a part hereof.
3. The Contract was entered into and consented to by the Owners.
4. Claimant performed additional and extra work in the amount of \$27,768.40 at the instance and request of and authorized by the Owner.

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5. Claimant last performed work under the Contract on May 7, 2009.

6. As of the date hereof, there is due, unpaid, and owing to Claimant, after allowing all credits, the principal sum of \$31,091.90, which principal amount bears interest at the statutory rate. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$31,091.90 plus interest.

Dated: September 1, 2009.

Sanotta General Contractors, Inc.

By: *Anthony D'Avanzo*
Its Vice President

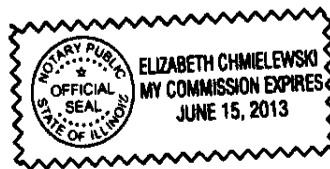
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, being first duly sworn on oath, states that he is the Vice President of Claimant, Sanotta General Contractors, Inc., an Illinois Corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.

Anthony D'Avanzo
Anthony D'Avanzo

Subscribe and Sworn to before me
this 1st day of September, 2009

Elizabeth Chmielewski
Notary Public



Prepared By and Mail to:

Gregory G. Castaldi
Law Office of Gregory G. Castaldi
5521 North Cumberland Avenue
Suite 1109
Chicago, Illinois 60656

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3514 Martens Street · Franklin Park, Illinois 60131
 Phone: 847.678.0600 · Fax: 847.678.0606 · Toll-free: 1-877-SANOTTA

PROPOSAL SUBMITTED TO: JEAN MILLER & ROSE MALTESE**MAY 9, 2008, 2008****OWNER:**

Ms. Jean Miller
 Ms. Rose Maltese
 1525 Parkside
 Park Ridge, Illinois

JOB LOCATION:

**1525 PARSIDE
 PARK RIDGE, ILLINOIS**

**Proposal (Work): New one story addition and kitchen remodel according to plans dated January 8, 2008
 by Prairie Tech, LTD.**

Demo

- Include all labor to demo sun room, kitchen and dining walls as necessary per demolition plans
- All Demood material will be removed from jobsite
- Temporary security barricade will be provided
- Sanotta General Contractors will not be responsible for any personal items that are vandalized or stolen

Excavation

- Excavate as necessary to complete project per plans
 - Remove all excess dirt/fill from jobsite
 - Grade all dirt/fill to a rough final grade height plus or minus 4" for landscaping completion
 - No landscaping included
 - Protect existing landscaping 3'0" to the rear of new addition, and north of existing service walk.
- Note: (Extra excavation for full basement option at bottom)**

Concrete

- Extra wide 30" footing
 - Form and pour all walls and footings as required per plans. To complete project
 - Install all steel reinforcing as specified
 - Pour a 2" slush coat in existing and new crawl space
 - Under pin existing crawl space walls as necessary
 - Pour all concrete flatwork as required
 - Remove and replace as discussed and sketched on side plan a 30" wide service wall and stoop from driveway to rear of house on left side (Approximately 170 square feet)
 - Install new concrete stoops at existing north service door and new east rear entry door
 - A \$ 4,000.00 allowance is included in this proposal for soil testing and possible under pinning of Existing foundation if necessary
- Note: (Extra Concrete for basement option at bottom)**
No Patio included

Sewer & Water

- No work included in this bid. Any work required by the City of Park Ridge will be proposed to homeowners as an extra cost

EXHIBIT "A"

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Carpentry

- All labor and materials in order to complete framing of new addition as per plans
- Install all new windows and doors per plan
- New rear door to be fiber glass with glass half light

Windows

- All windows to be Pella Pro-Line series (White pre-finished)
Double Hung with picture window.

Roofing

- 30 Year Architectural shingles entire house

Gutters, Soffit and Fascia

- Install new soffit and fascia on entire house
- New gutter and oversized downspouts on entire house

Millwork

- 3 ½" base and 2 ¼" ranch casing
- 5 ¼" crown molding as specified
- Door for pantry (fluted glass)
- Five panel door for closet

Plumbing

- Rework all existing plumbing to conform to new layout
- Move kitchen plumbing to accommodate new kitchen sink location
- Run new water line for refrigerator
- Any existing plumbing which needs to be updated per codes as required by the City of Park Ridge will be proposed to the homeowners as an extra charge
- Pot filler over stove
- Install owner provided insty hot at kitchen sink
- Remove existing hose bib and locate to south east corner of new east wall of solarium on south side of new window

Electrical

- Rework all existing electrical to conform to new layout
- Install 32 new recessed can lights
- Install 59 new switch and outlet openings
- Install two new CFI's at exterior east wall
- Upgrade service to 200 amps
- Install under cabinet fluorescent lighting
- Any existing electrical which needs to be updated per codes as required by the City of Park Ridge will be proposed to the homeowner as an extra charge
- All surface mounted fixtures to be purchased by homeowner and installed by Sanotta General Contractors
- Install new homeowner provided whole house fan in existing hall way
- Install switching for pond at rear of house on interior and exterior of east wall of breakfast

HVAC

- Extend new lines off of existing hvac furnace and air conditioner. Duct work system as necessary per new layout

Insulation

- Install new R-13/3 ½" Insulation in new walls
- Install new R-38/9 ½" Insulation in new ceiling
- Install all fire caulking per codes

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Drywall

- Install new 5/8" drywall on all new walls and ceiling
- Mud and tape as necessary to achieve a final product ready for priming and painting

Painting

- Prime and paint all new drywall with one coat each in builders white
- Ceilings to be flat sheen
- Walls to be in satin sheen
- Sanotta General Contractors to supply primer only
- Homeowner to supply up to three different colors of paint

Cabinetry

- No hardware included. Knobs and/or handles to be provided by homeowners and installed by Sanotta General Contractors
- Note: All appliances to be purchased by homeowner and installed by Sanotta General Contractors
- No glass panels in cabinetry included in this quote
- Cabinets to be provided by homeowner and will be installed by Sanotta General Contractors Inc.
- Sanotta General Contractors Inc. will not be responsible for any delays whatsoever in regards to the cabinetry. The homeowner will be responsible for any ordering and receiving of missing parts.

Finished Carpentry

- Install all cabinetry, doors, base and sills, casing and door knobs
- Install homeowner provided knobs and handles for kitchen cabinets if required

Flooring

- Install new 2 1/4" select or better oak flooring in new portion of dining, kitchen, breakfast and solarium
- Stain all hardwood new and refinished with oil based natural or colored stain
- Sand and refinish existing dining, living and hall ways up to bedroom door

Counter Tops

- Granite kitchen counter tops
- Color to be selected
- Counter tops allowances: \$3,500.00

Miscellaneous

- Final end of construction clean up

Price: \$ 131,294.00 (Price does not include options)

Option

- Install brick on interior walls on solarium
- | | |
|---|--------------------|
| Total Extra Cost Labor and Materials | \$ 3,900.00 |
|---|--------------------|

Option

- Excavate and pour new concrete stairs to basement from exterior
- | | | |
|---|-------------------|-----------|
| Total Extra Cost Labor and Materials | \$2,600.00 | PD |
|---|-------------------|-----------|

Option

- Excavate and pour concrete for full basement instead of crawl space
- | | | | | |
|---|-------------------------------|-------------------|----------------|----------------|
| Total Extra Cost Labor and Materials | \$17,907.00 | \$9,800.00 | Tao Han | PARTIAL |
|---|-------------------------------|-------------------|----------------|----------------|

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Option

- Labor and Material to remove and install two new windows in existing bedroom # 1
Total Extra Cost Labor and Material **\$ 1,700.00**

Permit Fees Not Included

Payments:

- 15 % Upon Signing of Contract
- 20 % Upon Completion of Foundation
- 20 % Upon 80 % Completion of exterior Masonry
- 20 % Upon Completion of Drywall
- 22 % Upon Completion of Project
- 3 % Upon Completion of Punch List Items

See Limited Warranty Attached hereto as Exhibit "B" and made a part hereof.

This proposal may be withdrawn by the Contractor if not accepted within thirty (30) days.

In the event that this transaction falls within 815 ILCS 505/2B, the following applies:

YOU THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Accepted Owner:

Contractor:

Sanotta General Contractors Inc.

Jean Miller 5-9-08
Date

Joseph P. Santilli 5-9-08
Its Authorized Agent Date

Rose Maltese 5-9-08

EXHIBIT "B"

LIMITED WARRANTY

The Owner and Contractor agree that the Contractor's sole liability hereunder shall be to provide the necessary labor and materials to correct defects in workmanship and labor for a period of one year from the date of completion as provided in the Limited Warranty and Acknowledgment attached hereto as Exhibit "B" and made a part of this contract. The Purchaser agrees to acknowledge receipt of said Warranty upon acceptance of the Contract. The Owner further acknowledges that payment of any amounts when due including final payment are a condition to Contractor's Limited Warranty, and failure to pay any amounts when due will relieve the Contractor's performance of any work required to be performed under the Limited Warranty.

1. **EXCLUSIVE WARRANTY:** The warranties stated herein are the only warranties made by Contractor and are in lieu of all other warranties which other warranties are hereby disclaimed by Contractor and waived by Owner.

2. **CONSTRUCTION:** Contractor warrants the work to be performed on the job shall be performed in accordance with standards of workmanship generally accepted in the residential construction industry in the Metropolitan Chicago area and in compliance with local building codes ordinances and applicable rules and regulations of the applicable governmental agencies.

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3. **REMEDY OF DEFECTS:** Contractor warrants that it shall remedy any defect of workmanship and material brought to the attention of Contractor within one (1) year of date of completion and provided that final payment has been made to Contractor, by written notice from Owner, except as otherwise limited in this Limited Warranty and in the specifications.

4. **LIMITS TO WARRANTY:** This limited warranty does not apply to conditions caused by ordinary wear or abuse or caused by failure of the Owner to properly maintain the Property or resulting from natural characteristics of materials. **CONTRACTOR DOES NOT WARRANT AGAINST ANY INCIDENTAL, SECONDARY, OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT, WHICH IS THUS EXCLUDED FROM THIS WARRANTY.** For example, items such as damage to walls and wall coverings, flooring, carpeting, furniture or other personal property of Owner are not covered. As is customarily found in all new construction, nail popping, cracks and color variations may appear in walls, woodwork and ceilings not because of faulty workmanship or defective materials, but because of normal settling of the building or shrinkage or expansion of materials, and Contractor shall not be responsible for the repair of such items, or variations in natural materials. Owner acknowledges that concrete is not a flexible material and that cracks develop in concrete as a natural condition. Further, brick and mortar are porous substances and are subject to seepage of moisture during abnormal or heavy moisture or rain conditions. Contractor shall not be responsible for the repair of normal cracks in concrete nor any repairs or decorating necessitated by seepage of moisture through the brick or mortar of the building. The efforts of Contractor to remedy defects shall not extend the specified one year warranty terms with respect to any other defect. This warranty shall not inure to the benefit of subsequent Owner.

CONTRACTOR HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF HABITABILITY, FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

In addition, this limited warranty does not apply to work and installations performed and installed by the Owner. **CONTRACTOR HEREBY EXPRESSLY EXCLUDES ANY WARRANTIES ON ANY WORK AND INSTALLATIONS PERFORMED AND INSTALLED BY OWNER.** Contractor will not be responsible to remedy any defect of workmanship and/or material for the work and installations performed by Owner. It shall be the sole responsibility of Owner to correct any defects that arise out of the foregoing work and installations.

5. **APPLIANCES AND EQUIPMENTS:** Contractor does not warrant against defects in appliances and equipment including, but not limited to, kitchen appliances, heating unit, air conditioning unit, water heater and sump pump, if any, but will, at completion and final payment, assign to Owner any warranties issued by the manufacturer of these items. Upon completion and final payment, Contractor shall deliver to Owner all manufacturer's warranties, if any, covering consumer products to be conveyed to Owner hereunder.

Accepted Owner:

Contractor:

Sanotta General Contractors Inc.

Jean M Miller 5/1/08
Rose Maltese 5-9-08
Date

Trigita D. Maltese 5-9-08
Its Authorized Agent Date

ACKNOWLEDGMENT

THE UNDERSIGNED ACKNOWLEDGES THAT EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY THE CONTRACTOR FOR THE QUALITY AND CONDITION OF THE PREMISES AND THAT THE CONTRACTOR EXCLUDES ANY AND ALL WARRANTIES EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE). CONTRACTOR HEREBY SPECIFICALLY EXCLUDES ANY EXPRESS OR IMPLIED WARRANTIES REGARDING AIR INFUSION (BOTH BRICKS AND WINDOWS), SOUND TRANSMISSION (BOTH VERTICAL AND HORIZONTAL BETWEEN BOTH UNITS AND COMMON ELEMENTS), THE EXISTENCE OF FALLOUT CAUSED BY DUST OR SAND POSSIBLE SURFACE IRREGULARITIES (I.E. GAPS WHERE SURFACES MEET DUE TO EXPANSION OR CONTRADICTION OF HEAVY TIMBERS AND STRUCTURAL CONCRETE), HOLES FROM ORIGINAL PIPING OR NEW PIPING, OR THE OCCURRENCE OF MOISTURE ON THE SURFACE OF INTERIOR EXPOSED BRICKS DUE TO WATER SATURATION OF THE EXTERIOR BRICK WALLS. THE FOREGOING ACKNOWLEDGMENT WAS GIVEN WITH FULL KNOWLEDGE, THEREOF, NOTHING CONTAINED IN THIS PARAGRAPH OR IN ANY OTHER PORTION OF THIS CONTRACT SHALL LIMIT THE CONTRACTORS' OBLIGATION TO DELIVER TO BUYER TITLE TO THE PREMISES IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT.

Accepted Owner:

Contractor:

Sanotta General Contractors Inc.

Jean M Miller 5/9/08
Rose Maltese 5-9-08
Date

Trigita D. Maltese 5-9-08
Its Authorized Agent Date

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NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATIONS, WITHIN 3 BUSINESS DAYS FROM THE ACCEPTANCE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU UNDER THE CONTRACT OR TRANSACTION WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR TRANSACTION, OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE CONTRACTOR REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK.

~~IF YOU MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.~~

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO SANOTTA GENERAL CONTRACTORS, INC., 3514 MARTENS STREET, FRANKLIN PARK, ILLINOIS 60131 NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Rose Maltese
Jane M. Miller 5-9-08

OWNER'S SIGNATURE

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HOME REPAIR: KNOW YOUR CONSUMER RIGHTS

As you plan for your home repair/improvement project, it is important to ask the right questions in order to protect your investment. The tips in this fact sheet should allow you to protect yourself and minimize the possibility that a misunderstanding may occur.

AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

- (1) Door-to-door salespersons with no local connections who offer to do home repair work for substantially less than the market price.
- (2) Solicitations for repair work from a company that lists only a telephone number or a post-office box number to contact, particularly if it is an out-of-state company.
- (3) Contractors who fail to provide customers references when requested.
- (4) Persons offering to inspect your home for free. Do not admit anyone into your home unless he or she can present authentic identification establishing his or her business status. When in doubt, do not hesitate to call the worker's employer to verify his or her identity.
- (5) Contractors demanding cash payment for a job or who ask you to make a check payable to a person other than the owner or company name.
- (6) Offers from a contractor to drive you to the bank to withdraw funds to pay for the work.

CONTRACTS

- (1) Get all estimates in writing.
- (2) Do not be induced into signing a contract by high-pressure sales tactics.
- (3) Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
- (4) Remember, you have 3 business days from the time you sign your contract to cancel any contract if the sale is made at your home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender, or any other tactic.
- (5) If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Assumed Business Name Act.
- (6) Homeowners should check with local and county units of government to determine if permits or inspections are required.
- (7) Determine whether the contractor will guarantee his or her work and products.
- (8) Determine whether the contractor has the proper insurance.
- (9) Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.
- (10) Remember, homeowners should know who provides supplies and labor for any work performed on your home. Suppliers and subcontractors have a right to file a lien against your property if the general contractor fails to pay them. To protect your property, request lien waivers from the general contractor.

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BASIC TERMS TO BE INCLUDED IN A CONTRACT

(1) Contractor's full name, address, and telephone number. Illinois law requires that persons selling home repair and improvement services provide their customers with notice of any change to their business name or address that comes about prior to the agreed dates for beginning or completing the work.

(2) A description of the work to be performed.

(3) Starting and estimated completion dates.

(4) Total cost of work to be performed.

(5) Schedule and method of payment, including down payment, subsequent payments, and final payment.

(6) A provision stating the grounds for termination of the contract by either party. However, the homeowner must pay the contractor for work completed. If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work, upon written demand by certified mail.

Homeowners should obtain a copy of the signed contract and keep it in a safe place for reference as needed.

IF YOU THINK YOU HAVE BEEN DEFRAUDED OR YOU HAVE QUESTIONS

If you think you have been defrauded by a contractor or have any questions, please bring it to the attention of your State's Attorney or the Illinois Attorney General's Office.

Attorney General Toll-Free Numbers

Carbondale (800) 243-0607

Springfield (800) 243-0618

Chicago (800) 386-5438

Property of Cook County Clerk's Office