

FIRST SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE FIELDING PLACE NEIGHBORHOOD ASSOCIATION

This First Special Amendment to Declaration made as of October 15, 1990 by Fielding Place Limited Partnership, an Illinois corporation, by Kimball Hill, Inc. and Illinois corporation, its sole general partner ("Declarant").

WHEREAS, by the Declaration of Covenants, Conditions, Restrictions and Easements for the Fielding Place Neighborhood Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89609142 on December 20, 1989 ("Declaration"), certain real estate was submitted to covenants, conditions, restrictions and easements;

WHEREAS, the Declarant was or is the legal title holder of the real property subject to the Declaration, as described in Exhibit "A", attached hereto and made a part hereof ("Property");

WHEREAS, Section 7 of Article VII of the Declaration provides that the Declarant may amend the Declaration for any purpose; and

WHEREAS, various provisions of the Declaration require clarification and the Declarant desires to modify those provisions.

NOW THEREFORE, Declarant is or was legal title holder of the Property, and for the purposes above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The first word "for" which appears on line six of Section 3, Article IV is hereby deleted and changed to "forth"

2. The word "residential" is hereby inserted before the number "31" in the first sentence of Section 1, Article V.

3. The first sentence of Section 5, Article V is hereby deleted and the following sentences are hereby substituted in lieu thereof:

Section 5. Lot Appearance. Each owner, by acceptance of a Lot Deed or other conveyance from Declarant, its successors and assigns, is deemed to covenant and agree to install landscape design features which have an aggregate cost of not less than 10% of the purchase price of the Lot and Structure and which shall be completed within 24 months following the issuance of the certificate of occupancy for such Owner's Dwelling;

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provided, however, that said Owner shall install landscaping comprised of ground cover the cost of which shall be equal to at least 5% of the purchase price of the Lot and Structure during the first growing/ planting season following the issuance of the certificate of occupancy for such Owner's Dwelling. For the purposes of this section, "landscape design features" shall include driveways, exterior lighting, ground cover, plantings, trees and shrubs.

4. The third sentence of Section 7, Article VII is hereby deleted and the following sentences are hereby substituted in lieu thereof:

No sump pump shall be permitted to discharge on or within any right-of-way. All sump pump discharge shall be directed toward a splash block provided by each Owner and all such discharge shall flow into the storm water drainage system established on such Owner's Lot.

5. The words "and adjoining Lots" shall be added after the word "streets" in the third sentence of Section 9, Article V.

6. The last sentence of Section 9, Article V is hereby deleted and the following sentence is hereby substituted in lieu thereof:

No communications dish shall be permitted on any Lot unless approved in writing in advance by the Architectural Control Committee.

7. Section 6, Article VI is hereby deleted and the following Section 6 is hereby substituted in lieu thereof:

Section 6. Maintenance Assessments.

(a) Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot, the following: (1) the pro rata amount of the annual assessment due for the portion of such year following the closing, which shall be allocated to expenses for maintenance, insurance, property management fees, landscaping and snow removal and other related operating fees; and (2) \$125, which shall be allocated as a "Contingency and Replacement Reserve" for the Association to be utilized for repair and replacement of capital improvements, including but not limited to the private roadway and the detention pond, which may be made on the Common Areas. After the Turnover Date, the Developer shall assign to the Association all proceeds of the Contingency and Replacement Reserve to be applied by the Association for the purposes set forth in the preceding sentence. The Declarant and Developer may utilize the funds received from an initial purchaser representing the

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pro rata share of the annual assessment for maintenance, landscaping and snow removal prior to the Turnover Date; however, the Declarant and Developer shall have the obligation to install the initial improvements in the Common Areas, including but not limited to landscaping, signs and monuments located thereon, and pay all expenses and costs in connection with such initial improvements.

8. Section 9(c), Article VI is hereby deleted and the following Section 9(c) is substituted in lieu thereof:

(c) Developer shall have the obligation to and responsibility of paying for the installation of the initial improvements in the Common Areas, including but not limited to landscaping, signs and monuments that may be located thereon. Until the Turnover Date, the Association shall have the obligation to maintain the Common Areas, including but not limited to general maintenance, landscaping and snow removal and shall pay all expenses and costs in connection with such maintenance and real property taxes payable in connection with the Common Areas and annual assessments collected by the Association shall be utilized to pay for the common expenses, including but not limited to general maintenance, landscaping and snow removal prior to the Turnover Date. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey that portion of the Common Areas not dedicated to the County, if any to the Association.

Notwithstanding the foregoing, Developer shall be obligated to pay its share of assessments attributable to Common Areas expenses related to maintenance, repair, upkeep, snow removal and insurance and for no other purpose. The portion of the assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Developer.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the date set forth above.

FIELDING PLACE LIMITED PARTNERSHIP,
an Illinois limited partnership,
by Kimball Hill, Inc.
its sole general partner

BY: *David K. Hill, Jr.*
David K. Hill, Jr. President

ATTEST:

Barbara G. Cooley
Barbara G. Cooley, Secretary

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11/15/2019

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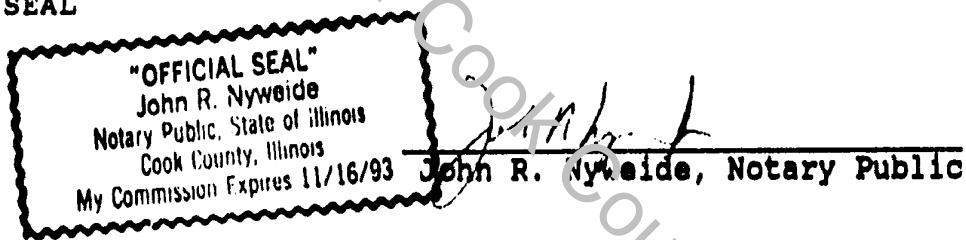
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, John R. Nyweide, notary public in and for said county and state aforesaid, DO HEREBY CERTIFY that David K. Hill, Jr., President of Kimball Hill, Inc., and Barbara G. Cooley, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of October, 1990.

SEAL



This instrument was prepared by and mail to:

John R. Nyweide
HILL, VAN SANTEN, STEADMAN & SIMPSON, P.C.
7000 Sears Tower
Chicago, Illinois 60606
312-876-0200



Property Index No. 02-05-100-001
Property Address: Ela and Lake Cook Roads
Vacant Land, Cook County, Illinois

FPDEC

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Property of Cook County Clerk's Office

10-11-2011

CONSENT OF MORTGAGEE

Harris Bank Hinsdale, N.A., holder of a mortgage on the Restricted Property hereby consents to the execution and recording in the Office of the Recorder of Deeds, Cook County, Illinois of the First Special Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Fielding Place Neighborhood Association agrees that said mortgage is subject to the provisions of that Amendment.

IN WITNESS WHEREOF, Harris Bank Hinsdale, N.A. has caused this instrument to be signed by its duly authorized officer on its behalf all done at Hinsdale, Illinois on 11/15, 1990.

Harris Bank Hinsdale N.A.

By: [Signature]

As its: Vice President

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05/12/2011

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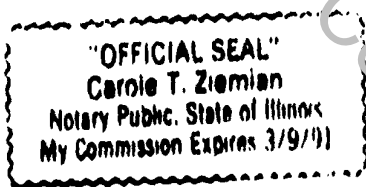
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STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Carol T. Ziemian, a Notary Public in and for said County and State, do hereby certify that Carol T. Ziemian, an authorized Officer of Harris Bank Hinsdale, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized officer, appeared before me this 21 day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of July, 1990.

SEAL



Carol T. Ziemian
Notary Public

My commission expires: _____

Clerk of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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EXHIBIT A
TO THE FIRST SPECIAL AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE
FIELDING PLACE NEIGHBORHOOD ASSOCIATION

The following is a legal description for Fielding Place
"Property" as defined in the Declaration:

Lots 1-31, inclusive and Outlots A and B in Fielding Place, a
Planned Unit Development of part of the North West 1/4 of the North
West 1/4 of Section 5, Township 42 North, Range 10 East of the
Third Principal Meridian, in Cook County, Illinois, recorded August
22, 1989, as Document No. 89391349 at the office of the Cook County
Recorder.

DEPT-01 RECORDING \$19.25
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#9852 # -90-554220
COOK COUNTY RECORDER

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