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8/03/93

DECLARATION FOR AMBER GROVE UNIT FOUR
REGARDING MAINTENANCE, REPAIR AND REPLACEMENT
OF PERIMETER FENCE AND MAINTENANCE
OF CUL-DE-SAC LANDSCAPING AND OUTSIDE YARD AREA

THIS DECLARATION is made this 10th day of August, 1993 by PULTE HOME CORPORATION, a Michigan corporation ("Pulte");

W I T N E S S E I H:

DEPT-01 RECORDINGS 433.00
T:7777 TRAN 5061 08/16/93 11:20:00
7935 # * - 93 - 645646

WHEREAS, Pulte is the owner of a planned development known as "Amber Grove" in the Village of Bartlett, County of Cook and State of Illinois;

WHEREAS, a part of Amber Grove is being platted and developed as a community of single family detached residences known as Amber Grove Unit Four and is legally described as follows:

LOTS 99 to 124, BOTH INCLUSIVE, AND LOTS 152 TO 198, BOTH INCLUSIVE, IN AMBER GROVE UNIT FOUR, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 93258508 (HEREIN CALLED "AMBER GROVE UNIT FOUR"); and

WHEREAS, Pulte intends to improve Amber Grove Unit Four with the following:

- (i) one (1) landscaped cul-de-sac island (the "Cul-de-Sac Island") improved with landscaping (the "Cul-de-sac Landscaping") within the right-of-way of Smoketree Lane in front of Lots 115 to 118, both inclusive (the "Cul-de-Sac Lots"); and
- (ii) a board on board wooden fence at the rear (west end) of Lots 99 to 117, abutting Naperville Road (the "Perimeter Fence Lots") (the fence is hereinafter referred to as the "Perimeter Fence").

WHEREAS, when the Perimeter Fence is installed on any of the Perimeter Fence Lots, the ordinances of the Village require such fence to be installed

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BOX 128 (Rec'd)

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one (1) foot inside the lot line of the Lots, thereby leaving one (1) foot of the Lots outside of the fence (the "Outside Yard Areas"); and

WHEREAS, Pulte intends, by this Declaration, to provide for the maintenance, repair and replacement of the Cul-de-Sac Landscaping, the Perimeter Fence, and the Outside Yard Areas, and to provide for a means of paying for the same, in order to maintain a uniform and orderly appearance of the community.

NOW, THEREFORE, Pulte hereby declares that the Cul-de-Sac Lots and the Perimeter Fence Lots (the "Subject Lots") in Amber Grove Unit Four shall be subject to the following easements, covenants, agreements, obligations and liens which shall run with and bind such Lots and the owners of each such Lot.

1. No later than three (3) months after the conveyance of at least seventy-five percent (75%) of the Subject Lots by Pulte, the owners of the Subject Lots conveyed shall appoint a committee of three (3) owners of Subject Lots who shall serve as a Committee (the "Maintenance Committee"). Such appointment shall be by a writing signed by the owners of not less than fifty-one percent (51%) of the Subject Lots. Once appointed, a member of the Maintenance Committee shall continue until he resigns or until a replacement member is appointed in his stead by a written appointment signed by not less than fifty-one percent (51%) of the owners of the Subject Lots.
2. The Maintenance Committee shall have the right and duty to maintain, repair, and, if necessary, replace the Perimeter Fence and to maintain the Cul-de-Sac Landscaping, and the Outside Yard Areas. In performing the Work hereunder, the Maintenance Committee may enter into contracts with contractors to provide such services. The Maintenance Committee shall adopt and maintain standards for the performance of the Work, which shall include at a minimum the following:
 - (a) Perimeter Fences - all boards and posts shall be painted, stained or treated on an ongoing basis to maintain a uniform and orderly appearance; loose boards shall be secured; any broken, cracked or rotted boards or posts shall be replaced; and all fence sections shall be maintained in an upright position and not be permitted to lean or list.

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- (b) Cul-de-Sac Landscaping and Outside Yard Areas - all plants and landscaping shall be weeded, clipped, pruned and fertilized on a regular basis, as needed to maintain a neat and well manicured appearance; all grass shall be fertilized twice a year, shall be watered periodically in order to maintain a green appearance, and shall be mowed on a frequent basis so that the grass does not become more than four (4) inches high.
3. Prior to March 1 of each year, the Maintenance Committee shall notify the owners of the Subject Lots of the estimated costs to be incurred by the Maintenance Committee in performing the Work hereunder. Such estimate shall separately include an estimate of the cost of each component of the Work (i.e., maintenance, repair or replacement of the Perimeter Fence and maintenance of the Cul-de-Sac Landscaping, and maintenance of the Outside Yard Areas, respectively) and the projected share of the costs to be paid by each of the Subject Lots. For purposes hereof the share of the costs for each of the Subject Lots shall be determined as follows (the "Per Lot Share"):
- (a) Cul-de-Sac Lots - the total cost of maintenance of the Cul-de-Sac Landscaping multiplied by the "Fence Share" percentage attributable to each such Lot, as shown on Exhibit "A" attached hereto; and
- (b) Perimeter Fence Lots - the total cost of maintenance, repair and replacement of the Perimeter Fence and the maintenance of the Outside Yard Areas multiplied by the "Cul-de-Sac Share" percentage attributable to each such Lot, as shown on Exhibit "A" attached hereto.

For purposes hereof, each of Lots 115, 116 and 117 is a Cul-de-Sac Lot and a Perimeter Fence Lot.

4. Within fifteen (15) days following the sending of notice of the Per Lot Share for each of the Subject Lots, the owner of each Subject Lot shall pay his Per Lot Share to the Maintenance Committee. The Maintenance Committee may (but shall not be required to) elect to have the Per Lot Share paid in installments, and if it so elects, shall state the same in the notice, in which event payment shall be made in accordance with the installment schedule contained in the notice. If the actual costs incurred in any year for any component of the Work of the Maintenance Committee exceed the estimate therefor of the Committee, the Maintenance Committee may send a supplemental notice of an increased Per Lot Share for any type of Lot and in such event, the owners of those Lots for which there is an increase shall pay the increased amount within fifteen (15) days after the notice. If the actual costs incurred in any year for any component of the Work of the Maintenance Committee are less than the amounts collected by the Committee therefor, the surplus shall be applied to reduce the Per Lot Share of each of the Lots that

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- must contribute to such component of the Work. All monies collected shall be placed in a bank account for the benefit of the Subject Lots, and may be withdrawn only by members of the Maintenance Committee. When the Maintenance Committee issues its notice of the Per Lot Share for the Subject Lots each year, it shall also provide a summary of expenses, collections, surpluses and deficits for the prior year. Failure to provide the notice called for in this Paragraph 3 by March 1 of any year shall not invalidate or affect any notice given after such date, or the obligations of each owner of a Subject Lot to pay his Per Lot Share.
5. In the event any owner of a Subject Lot fails or refuses to pay his Per Lot Share of the costs to the Maintenance Committee, the Maintenance Committee shall have a lien against the Lot owned by such owner in the amount of his Per Lot Share plus any costs of collection, including attorneys fees, which such lien may be recorded and foreclosed upon and shall be prior to all interests in the Lot except for the lien of any existing mortgage. In addition the Maintenance Committee may bring an action at law against the owner for his Per Lot Share of the costs plus any costs of collection, including attorneys fees, and shall be entitled to recover the same from such owner.
 6. No Perimeter Fence shall be altered, modified or removed by any owner of a Subject Lot, nor shall any improvement or landscaping be placed on any Lot which may interfere with or make more difficult the performance of the Work of the Maintenance Committee hereunder.
 7. The Maintenance Committee and their respective employees, and contractors are hereby granted a non-exclusive easement over, upon and across the Subject Lots for purposes of performing the Work called for under this Declaration, and for ingress and egress over the Subject Lots to the areas where the Work is performed.
 8. There is hereby granted to the Village of Bartlett, all powers and rights which are created herein for the benefit of the Maintenance Committee, and the Village may (but shall not be required to) exercise any or all of such powers and rights, from time to time, as it deems appropriate. In the event the Village exercises any such powers or rights, it shall have the further right to receive payment of any monies maintained or held by the Maintenance Committee for the purposes for which such monies were collected and shall further have the right to charge each of the Subject Lots for their respective Per Lot Share of such costs as may be expended by the Village, as well as costs of collection, including attorneys fees, which shall constitute a lien against the Subject Lots against which the charge is made, which may be recorded and foreclosed upon as provided in Paragraph 5 hereof. The Village and all of its employees and contractors are hereby granted a non-exclusive easement over, upon, and across the Subject Lots to perform any such powers and rights, provided herein.

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9. This Declaration shall remain in full force and effect for a period of ten (10) years and shall automatically be renewed each ten years for an additional ten-year term, unless terminated, modified or extinguished. This instrument may be terminated, modified or extinguished by a written instrument signed by the owners of not less than seventy-five percent (75%) of the Subject Lots and by the Village of Bartlett, and recorded with the Cook County Recorder.
10. The terms of this Declaration shall be binding upon the Subject Lots and the owners of each of the Subject Lots, and on the Maintenance Committee and their successors and assigns and shall be enforceable by the owner of each Subject Lot, the Maintenance Committee, the Village of Bartlett and their successors and assigns. The costs of enforcement, including attorneys fees shall be paid by the party against whom enforcement is sought, should the party seeking enforcement prevail.

IN WITNESS WHEREOF, Pulte Home Corporation has caused its duly authorized attorneys-in-fact to execute this Declaration, the date and year first above written.

PULTE HOME CORPORATION

By


Its: Attorneys-in-Fact

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Charles L. Byrum, Esq.
GARDNER, CARTON & DOUGLAS
321 North Clark Street
Suite 3400
Chicago, Illinois 60610

ADDRESS OF PROPERTY: Vacant Lots located East of Naperville Road, Bartlett,
Illinois

PIN: 06-28-102-014
06-28-301-001

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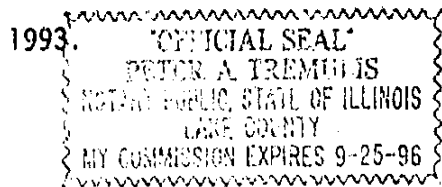
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STATE OF ILLINOIS)
COUNTY OF Lake) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Orin H. Chymowski and Edward W. Dwyer personally known to me to be the Attorneys-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Attorneys-in-Fact of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 1993.



Peter A. Tremulis
Notary Public

My Commission Expires:
9-25-96

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Exhibit A
to Declaration for Amber Grove Unit Four
Regarding Maintenance, Repair and Replacement
of Perimeter Fence and Maintenance
of Outside Yard Area and Cul-de-Sac Landscaping

| Lot No. | Lot Type | Fence Share | Cul-de-Sac Share |
|---------|-----------|-------------|------------------|
| 99 | PFL | 5% | 0% |
| 100 | PFL | 5% | 0% |
| 101 | PFL | 5% | 0% |
| 102 | PFL | 5% | 0% |
| 103 | PFL | 5% | 0% |
| 104 | PFL | 5% | 0% |
| 105 | PFL | 5% | 0% |
| 106 | PFL | 5% | 0% |
| 107 | PFL | 5% | 0% |
| 108 | PFL | 5% | 0% |
| 109 | PFL | 5% | 0% |
| 110 | PFL | 5% | 0% |
| 111 | PFL | 5% | 0% |
| 112 | PFL | 5% | 0% |
| 113 | PFL | 5% | 0% |
| 114 | PFL | 5% | 0% |
| 115 | PFL + CDS | 6% | 25% |
| 116 | PFL + CDS | 12% | 25% |
| 117 | PFL + CDS | 2% | 25% |
| 118 | CDS | 0% | 25% |

* PFL = Perimeter Fence Lot
CDS = Cul-de-Sac Lot

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