

**RESOLUTION 2015 - 144**

**A RESOLUTION AUTHORIZING APPROVAL TO REIMBURSE  
STONE FENCE FARMS PROPERTY ASSOCIATION  
IN THE AMOUNT OF \$822.50 FOR DUES  
RELATED TO THE 80 BROOK HILL PROPERTY**

WHEREAS, the former property owner in the Stone Fence Farms subdivision, located at 80 Brook Hill, failed to make required payments to the HOA during the time period in which she owned 80 Brook Hill; and

WHEREAS, the Village pursued a building code violation against the owner of 80 Brook Hill which resulted in demolition of the home and sale of the property by the Village; and

WHEREAS, the Village expended funds to demolish the home and subsequent to demolition, the Village foreclosed the demolition lien that was recorded in favor of the Village; and

WHEREAS, after completion of the foreclosure action and sheriffs sale, the Village sold the property; and

WHEREAS, to facilitate the sale, the Stone Fence Farms Property Association ("HOA") provided an assessment pay-off letter for the time period during which the Village was an owner of 80 Brook Hill, and the Village made the required payment to the HOA; and

WHEREAS, subsequent to the sale of 80 Brook Hill, the HOA requested that the Village consider paying a part of the HOA dues that were past due and owing during the time period when the prior owner was in title to 80 Brook Hill; and

WHEREAS, because the Village sold the property for more than the total of its demolition expenses, the Village Board is willing to accommodate the request of the HOA subject to the terms of the Agreement in Exhibit A; and

WHEREAS, for the benefit of the present owner of 80 Brook Hill, the Agreement calls for a release and full satisfaction of all monies owed from prior ownership of 80 Brook Hill as a condition of the Village making this payment; and

WHEREAS, by the execution of this Agreement, the HOA hereby waives any and all claims against the Village, its officers, employees, elected officials, and present owners of 80 Brook Hill that the HOA has or could have had as a result of the nonpayment of HOA dues from the prior owners of 80 Brook Hill up to and including the date the Village sold 80 Brook Hill to the present owners; and

WHEREAS, the HOA, having fully reviewed the Agreement, has provided an executed copy of the Agreement as evidenced in Exhibit A.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

That the Village President and Clerk are authorized to execute the Agreement as set forth in Exhibit A to commit the Village to make payment to Stone Fence Farms Property Association, in an amount not to exceed \$822.50 for HOA dues that were past due and owing during the time period when the prior owner was in title to 80 Brook Hill.

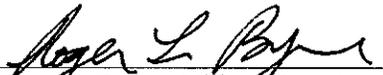
Dated this 1st day of September 2015

Adopted by roll call vote as follows:

AYES: 6 – Hebda, Koch, Marquardt, Schultz, Schwartz, Williams

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
Roger L. Byrne, Village President

PASSED: 9/01/2015

APPROVED: 9/01/015

ATTEST: 9/2/2015

  
John Kalmar, Village Clerk



**EXHIBIT A**

Agreement between the Village and Stone Fence Farms Property Association (“HOA”)

## AGREEMENT

THIS AGREEMENT ("Agreement") is effective this 3<sup>rd</sup> day of August, 2015 ("Effective Date") by and between the Village of Vernon Hills ("Village"), and Stone Fence Farm Property Association ("HOA") (hereinafter collectively referred to as the "Parties" and otherwise the "Party").

### RECITALS:

**WHEREAS**, a property owner in the Stone Fence Farm subdivision, located at 80 Brook Hill, failed to make required payments to the HOA during the time period in which she owned 80 Brook Hill; and

**WHEREAS**, the Village pursued a building code violation against the owner of 80 Brook Hill; and

**WHEREAS**, the code violation case resulted in demolition of the home; and

**WHEREAS**, the Village expended funds to demolish the home and subsequent to demolition, the Village foreclosed the demolition lien that was recorded in favor of the Village; and

**WHEREAS**, after completion of the foreclosure action and sheriffs sale, the Village sold the property; and

**WHEREAS**, to facilitate the sale, the HOA provided an assessment pay-off letter for the time period during which the Village was an owner of 80 Brook Hill, and the Village made the required payment to the HOA; and

**WHEREAS**, subsequent to the sale of 80 Brook Hill, the HOA requested that the Village consider paying a part of the HOA dues that were past due and owing during the time period when the prior owner was in title to 80 Brook Hill; and

**WHEREAS**, because the Village sold the property for more than the total of its demolition expenses, the Village is willing to accommodate the request of the HOA; and

**WHEREAS**, for the benefit of the present owner of 80 Brook Hill, the Village seeks a release and full satisfaction of all monies owed from prior ownership of 80 Brook Hill as a condition of the Village making this payment; and

**WHEREAS**, this Agreement is intended to embody a complete understanding with respect to the claims described and as further set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The Recitals set forth hereinabove are fully incorporated into and made a part of this Agreement.

2. **Waiver of All Claims.** By the execution of this Agreement, the HOA hereby waives any and all claims against the Village, its officers, employees, elected officials, and present owners of 80 Brook Hill that the HOA has or could have had as a result of the nonpayment of HOA

dues from the prior owners of 80 Brook Hill up to and including the date the Village sold 80 Brook Hill to the present owners.

3. **Village Payment.** By the execution of this Agreement, the Village agrees to tender a check in the amount of \$822.50 (\$    .00) dollars as and for full payment of any and all claims, the HOA has or could have had regarding past due HOA dues.

4. **Binding Effect.** All of the provisions of this Agreement shall run with the land and are hereby made binding upon and shall inure to the benefit of the personal representatives, heirs, successors, and assigns of all Parties hereto.

5. **Authorization.** Each individual signing this Agreement warrants and represents that (s)he has full authority to execute same for the Party on whose behalf (s)he is so signing.

6. **Counterpart and Facsimile Signatures.** This Agreement may be executed in counterparts. For the purpose of this Agreement, facsimile copies of the signatures of the signatories hereto shall have the full force and effect of original signatories.

IN WITNESS WHEREOF, the following individuals have executed this Agreement as of the date and year written below.

VILLAGE OF VERNON HILLS

By: *Roger Boy*  
Its: Village President

Attest: By: *[Signature]*  
Its: Village Clerk

STONE FENCE FARM HOA

By: *Jan M. Flader, President*

State of Illinois)  
County of Lake)

I, *Julie Fox*, a Notary Public, in and for the County and State aforesaid, do hereby certify that *Jan M. Flader*, of Stone Fence Farm HOA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the same instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this *3<sup>rd</sup>* day of *August*, 2015

*Julie A. Fox*  
Notary Public

