

CHAPTER 19

RESIDENTIAL DISCLOSURE STATEMENTS AND HOMEBUYER INFORMATION

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19.01 DEFINITIONS

Contract Purchaser: The term "Contract Purchaser" shall mean a Homebuyer who signs a contract to purchase any residential dwelling unit within the Development Property.

Development Property: The term "Development Property" shall mean (a) all property annexed to the Village of Lake in the Hills at any time after May 1, 2001, within which any Residential Development shall be undertaken, and (b) all property for which an application is filed with the Village for approval of a conditional use authorizing a planned development for a Residential Development, and (c) all property for which an application is filed with the Village for approval of a Zoning Map amendment authorizing a Residential Development.

Homebuyer: The term "Homebuyer" shall mean any potential purchaser or purchaser of a single family dwelling, two-family dwelling, duplex dwelling, multiple family dwelling, townhouse, or condominium within any Development Property.

Residential Development: The term "Residential Development" shall mean any improvement of property that includes five or more single family dwellings, two-family dwellings, duplex dwellings, multiple family dwellings, townhouses, or condominiums.

Residential Disclosure Statement: The term "Residential Disclosure Statement" shall mean the document described in Sections 19.02, 19.03, 19.04 and 19.05, to be prepared and recorded against all of the Development Property, on a form provided by the Village.

Responsible Party: Every owner, developer, and applicant for annexation or subdivision of a Development Property.

19.02. Residential Disclosure Statement Requirement

All Development Property shall be encumbered by a Residential Disclosure Statement as provided in this Chapter.

19.03 Preparation and Recording by Responsible Party

The Responsible Party shall prepare and record the Residential Disclosure Statement against the Development Property. The Residential Disclosure Statement shall be approved by the Village prior to execution by the Village of any plat of subdivision or annexation agreement for the Development Property. The Residential Disclosure Statement shall be recorded against all parcels of property within the Development Property simultaneously with the recording of the final plat of subdivision for the Development Property.

19.04 Display of Residential Disclosure Statement

Copies of the Residential Disclosure Statement shall be displayed by, and distributed on request to every Homebuyer by, the Responsible Party in each sales center, sales trailer, and model home related to the Development Property, in the same place and manner as the community information provided for in Section 19.06.

19.05 Contents of Disclosure Statement

Each Residential Disclosure Statement shall include at least all of the following information:

1. All existing zoning classifications and proposed land uses within and abutting the Development Property.
2. The names of the all current owners of the Development Property.
3. The names, addresses, and telephone numbers of all persons or entities that have maintenance responsibility for any portion of the Development Property and information relating to the timing and method of any transfer of maintenance responsibilities.
4. A description of all improvements planned for, and features of, the Development Property, including without limitation open space areas, bike trails,

parks, school sites, streets, and detention/retention areas and delineation and designation of all wetlands and floodplains.

5. A description of all public improvements planned for the Development Property, including without limitation roadways, utilities, pipelines, and overhead power lines and the companies and entities that shall own, or have jurisdictional authority over, those improvements.
6. Identification of all existing and proposed major public facilities, utilities, and other significant features within 1,000 feet of any portion of the Development Property, including without limitation waste disposal sites, schools, public buildings, parks, thoroughfares, airports, and major commercial developments. Most of this information is available to the Responsible Party from the Village.
7. All governmental entities including name, address, telephone number, and contact person with taxing authority and jurisdiction over any portion of the Development Property, including without limitation the following entities:

The Village of Lake in the Hills.
Each applicable school district.
Any fire district.
Any library district.
Any park district.
Any sanitary sewer district.
8. An acknowledgement to be signed by the contract Purchaser that he or she has received all applicable homeowner's association by-laws, covenants, and other documents.
9. An acknowledgement to be signed by the Contract Purchaser that he or she has received information regarding permissible hours for construction activities in the Village.
10. An acknowledgement to be signed by the Contract Purchaser that he or she has received information regarding the availability and installation cost of residential sprinklers, carbon monoxide detectors and radon detectors.

19.06 Display of Community Information

The Responsible Party shall cause to be displayed prominently in each sales center, sales trailer, and model home related to the Development Property all of the information listed in this Subsection. Such information shall be assembled by the Responsible Party. The contents of such information and its intended display location shall be reviewed and approved by the Village prior to the issuance by the Village of any occupancy from any such sales center, sales trailer, or model home. The information shall include at least the following:

1. Current copies of the Village's Official Zoning Map, Comprehensive Plan Map, and Bike Path Map.
2. A current Village street map.
3. A site plan of the development depicting or describing the zoning, existing and proposed land uses, and lot lines, and all major development elements including without limitation open space areas, roadways, sidewalks, bicycle paths, playgrounds, landscaping, detention and retention areas, above-ground utilities and other such improvements. Such site plan shall include the date on which it was prepared.
4. A map or graphic indicating, within 1,000 feet of the Development Property, existing zoning and land uses and, if different, the recommended land uses from the Comprehensive Plans of the village, adjoining municipalities, and McHenry County, all existing and proposed public roadways, public open spaces, bicycle paths, detention and retention areas, and major above-ground utilities. Most of the information is available to the Responsible Party from the Village. Such map or graphic shall include the date on which it was prepared.
5. A list of all taxing districts serving the development, including each district's telephone number and address of its main office.
6. A copy of each Village ordinance establishing a special service area within the Development Property.
7. Informational material regarding residential fire sprinklers, carbon monoxide detectors and radon detectors.

19.07 Homebuyer Acknowledgment Requirement

The Responsible Party shall obtain an executed and dated acknowledgment from each Contract Purchaser that such Contract Purchaser has (1) received the Residential Disclosure Statement, (2) has had the opportunity to review the community information provided for in Section 19.06 , and (3) has received a copy of the Contract Purchaser Survey provided for in Section 19.08. The Responsible Party shall file such executed and dated acknowledgment with the Village at the time of application for a building permit for the dwelling for which the Contract Purchaser has signed a contract and shall provide a copy of such acknowledgment to the Contract Purchaser. No building permit shall be issued by the Village for said dwelling until after such executed and dated acknowledgment has been filed with the Village. In the event the dwelling is constructed prior to execution of a contract for that dwelling by a Contract Purchaser, or in the event that the Contract Purchaser for a dwelling changes, then the Responsible Party shall obtain an executed and dated acknowledgment from a Contract Purchaser and file it with the Village prior to issuance by the Village of any certificate of occupancy for such dwelling.

19.08 Contract Purchaser Survey

The Responsible Party shall provide to each Contract Purchaser a Contract Purchaser Survey on a form provided by the Village. Any Contract Purchaser may complete and submit to the Village a Contract Purchaser Survey at any time within one year after the date of closing of the Contract Purchaser dwelling within the Development Property. The Village shall cause one copy of all surveys so filed with the Village to be kept on file with the Village and made available for public inspection on request. The survey form provided by the Village may be revised from time to time and generally shall request the information:

1. Name of development/subdivision.
2. Name and address of builder/developer.
3. Telephone numbers of builder/developer.
4. Name of Buyers (optional).
5. Address of Buyers (optional).
6. Telephone number of buyers (optional).
7. Date of purchase contract.
8. Date of closing.

The survey also generally shall include the following questions:

9. Was your salesperson knowledgeable about the development and the Village?
10. Was your salesperson knowledgeable about the

Residential Disclosure requirements?

11. How did you find the service of the builder/developer during the building of your home?
12. Was the builder/developer knowledgeable?
13. Did the builder/developer answer your questions to your satisfaction?
14. Were there problems completing the house and, if so, what were they?
15. Was your home completed at the time of closing and, if not, what work remained to be done?
16. How did you find the service of the builder/developer after the closing of your home?
17. If there was work remaining to be completed at closing, was the work completed in a reasonable time period?
18. Were there problems completing the unfinished work, if so, what were they?
19. Did your builder/developer complete the 90-day list within a reasonable period of time?
20. Were there problems completing the unfinished work, if so, what were they?
21. Did your builder/developer complete the six-month list in a reasonable period of time?
22. Were there problems completing the unfinished work, if so, what were they?
23. Did the builder/developer have a service department that took care of your problems and questions?
24. If the builder/developer did have a service department, how did the department take care of your problems and questions?
25. Do you have additional comments?

19.09

PENALTIES

1. Any person who violates this Chapter 19 shall be fined not less than \$100.00 nor more than \$500.00 for each violation. Each day a violation is determined to exist shall be considered a separate offense.
2. Violation of this Chapter 19 is declared to be a public nuisance, which a court may abate in the manner provided by law including imposition of an injunction terminating any development on any property for which this Chapter 19 has not been complied with as determined by the Director of Community Development.

*Recodified July 12, 2001
Amended October 28, 2004*