

THIS INSTRUMENT PREPARED
BY:

Steven H. Goodman, Esq.
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

AND SHOULD BE RETURNED
TO:

Danielle G. Armstrong
DRH CAMBRIDGE HOMES, INC.
800 S. Milwaukee Ave., Suite 250
Libertyville, Illinois 60048

ABOVE SPACE FOR RECORDER'S USE ONLY

**EASEMENT AND COST SHARING AGREEMENT
RE: HEATHER GLEN PROPERTY AND HEATHER GLEN NORTH PROPERTY**

This Easement and Cost Sharing Agreement (“Agreement”) is made between the Heather Glen Owner’s Association, an Illinois not for profit corporation (“HG South”) and the Heather Glen North Homeowners Association, LLC, an Illinois limited liability company (“HG North”). HG South and HG North are sometimes collectively referred to herein as the “Parties.”

R E C I T A L S

HG South is responsible for the maintenance, repair and replacement of certain common areas located within the Huguelet’s Heather Glen Phase One Subdivision, which subdivision is identified on Exhibit A hereto (“Phase One”), pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Huguelet’s Heather Glen Subdivision recorded in the Office of the Recorder of Deeds of Will County, Illinois on April 17, 2008 as Document No. R2008050350 (as amended from time to time, the “HG South Declaration”);

The Heather Glen Phase 3 Subdivision was recorded in the Office of the Recorder of Deeds of Will County, Illinois on December 12, 2013 as Document No. R2013140759 (“Phase Three”). Phase Three is adjacent to and immediately north of Phase One. Phase Three is legally described on Exhibit B hereto;

Phase Three benefits from the maintenance work performed by HG South on Phase One, specifically the maintenance of an aerator and waterfall located within the Phase One detention ponds, common area lawn care and pond and sprinkler maintenance (collectively, the “Services”);

HG North was established, in part, to collect from lots located within Phase Three a fair share contribution to be paid to HG South to cover a portion of the cost of the Services incurred by HG South which benefit Phase Three;

The Parties desire to establish easements with respect to certain common areas on Phase One as well as establish a procedure for Phase Three lots to share in the cost of the Services provided by HG South.

Accordingly, the Parties agree as follows:

1. Each owner of a subdivided lot in Phase Three shall have a perpetual, non-exclusive easement over and across Phase One for drainage into the Phase One common areas as depicted on the Phase One Plat of Subdivision.

2. HG South shall not permit the obstruction or impediment of the flow of storm water, if any, from portions of Phase Three to the Phase One common areas.

3. HG South shall be responsible for providing the Services.

4. Prior to the end of each calendar year, HG South shall prepare and shall furnish to HG North a budget of anticipated costs of the Services for the upcoming calendar year. Each budget shall also take into account and provide for surpluses or shortages under the current year's budget. HG South shall keep records of the cost of furnishing the Services and, upon request, shall make those records available to HG North.

5. HG North shall pay to HG South Phase Three's fair share of the cost of HG South providing the Services, which amount shall be determined by dividing the budgeted cost of the Services pursuant to the HG South annual budget divided by one hundred eighty seven (187, being the number of single family lots in the aggregate in Phase One and Phase Three). Phase Three's share shall be paid by HG North to HG South periodically, upon agreement of the Parties (but in no event less than quarterly). The parties agree that for calendar year 2015 Phase Three's share of the Services shall be Eight Four Dollars and Fifty Cents (\$84.50) for each lot in Phase Three, provided that in no event shall any lot owned by the Declarant of HG North be subject to the aforesaid assessment. In the interest of fairness and as a showing of good faith, HG South agrees to provide HG North copies of future proposed annual budgets before they are voted on and approved by the HG South board for purposes of discussion and input with HG North. HG South consents to seek and take under advisement, input and guidance that HG North may provide to hold such increases only to the maximum extent needed to cover actual expenses.

6. If HG South fails to provide the Services, then HG North may give written notice thereof to HG South and, if HG South does not cure such failure within thirty (30) days after the giving of such written notice, then HG North shall have the right to enter the Phase One common areas to perform the Services. In such case, HG South shall either reimburse HG North, on demand, for the reasonable cost of such work or HG North may off-set the reasonable cost of such work against amounts due from Phase Three to HG South.

7. Any amount due by HG North (on behalf of Phase Three) to HG South, or vice versa, (a "Charge") which is not paid within thirty (30) days after payment is requested hereunder shall bear interest at the rate of four percent (4%) above the "prime rate" of interest as published from time to time in the Wall Street Journal from the due date to the date when paid. The party to which a Charge is owed may bring an action against the other party to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action).

8. The cost sharing provisions set forth in this Agreement shall not apply to costs and expenses related to alterations, additions, repairs or replacements to the Phase One common areas. Such costs and expenses shall be paid by HG South.

9. The terms hereof shall be binding upon HG North, HG South, the owners of each of the lots in Phase One and Phase Three, respectively, and each of their respective successors and assigns, and shall run with and bind the land.

10. This Agreement may be amended by HG North and HG South by an instrument executed by HG North and HG South. An amendment hereto shall only become effective when it is recorded with the Recorder of Deeds for Will County, Illinois.

Dated as of _____, 2015

HG SOUTH:

HEATHER GLEN OWNER'S ASSOCIATION, an
Illinois not for profit corporation

By: _____
Its _____

HG NORTH:

HEATHER GLEN NORTH HOMEOWNERS
ASSOCIATION, LLC, an Illinois limited liability
company

By: _____
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, as _____ of Heather Glen Owner's Association, an Illinois not for profit corporation (the "Corporation"), 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 he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Danielle G. Armstrong, as Assistant Secretary of Heather Glen North Homeowners Association, LLC, an Illinois limited liability company (the "Company"), 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 he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2015.

Notary Public

EXHIBIT A

[To Come]

EXHIBIT B

[To Come]