

**AGENDA
CITY OF ST. CHARLES
PLANNING & DEVELOPMENT COMMITTEE
ALD. PAUL LENCIONI – CHAIR
MONDAY, JULY 8, 2024 - 7:00 PM
CITY COUNCIL CHAMBERS
2 E. MAIN STREET**

1. CALL TO ORDER

2. ROLL CALL

3. OMNIBUS VOTE

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

4. COMMUNITY & ECONOMIC DEVELOPMENT

- *a. Historic Commission recommendation to approve Historic Landmark Designation for 504 Jackson Ave.

- b. Consideration of an amendment to Municipal Code Title 15, “Buildings and Construction”, Section 15.04.025 “2021 International Swimming Pool & Spa Code—Regulations adopted and modified” regarding Swimming Pool Safety Barriers

5. PUBLIC COMMENT

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL OR STAFF

7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

8. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *4a

Title:

Historic Preservation Commission recommendation to approve Historic Landmark Designation for 504 Jackson Ave., “Leonard and Margaret Wiemer- The Kilbourne”

Presenter:

Rachel Hitzemann

Meeting: Planning & Development Committee

Date: July 8, 2024

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: **Executive Summary** (if not budgeted please explain):

Sharon Powers has nominated the property at 504 Jackson Ave. for Landmark status.

In accordance with the Zoning Ordinance, the Historic Preservation Commission held a public hearing on the landmark nomination on 6/19/2024. The Commission recommended approval of the nomination by a vote of 6-0, based on the criteria listed in the attached resolution.

While not confirmed, this home is nearly identical to the Sears catalog home known as the “Kilbourne Model”. The Kilbourne model was available to purchase as part of Sears’ catalog in 1921,1925,1928 and 1929. The home has the same dimensions as those found in the catalog down to an inch.

If the Landmark designation is approved by City Council, a Certificate of Appropriateness from the Historic Preservation Commission will be required prior to issuance of a permit for construction, alteration, repair, demolition, relocation, or other material change that affects the exterior architectural appearance of the structure.

Attachments (please list):

Historic Commission Resolution, Landmark Nomination

Recommendation/Suggested Action (briefly explain):

Historic Preservation Commission recommendation to approve a Historic Landmark Designation for 504 Jackson Ave., “Leonard and Margaret Wiemer- The Kilbourne”.

City of St. Charles, Illinois

Historic Preservation Commission Resolution No. 8-2024

A Resolution Recommending Approval for Landmark Designation (504 Jackson Avenue)

WHEREAS, per Section 17.32.060 of the St. Charles Zoning Ordinance, it is the responsibility of the St. Charles Historic Preservation Commission to evaluate applications for Landmark Designation and to make recommendations to the City Council regarding them; and

WHEREAS, the Historic Preservation Commission has reviewed the application for designation of 504 Jackson Ave. and hereby finds that the Landmark nomination meets one or more of the criteria for Landmark Designation listed in Section 17.32.060.C of the St. Charles Zoning Ordinance based on the historical and architectural significance as described in the following findings:

1. **That the property has character, interest or value which is part of the development, heritage or cultural character of the community, county or nation.**

At this time there is no confirming evidence that this structure is a sears catalog home. However, it is a replica as exhibited in the 1921, 1925, 1928 and 1929 catalogs known as "The Kilbourne"

2. **That the Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.**

Craftsman Style- Bungalow

4. **The property embodies design elements that make it structurally or architecturally innovative.**

This is a cost effective, easy directions way to build a home that is a simple. It provides the “elimination of the need for measuring and cutting and [the elimination] of the waste of time and materials” before tools were around.

5. **That the property is suitable for preservation or restoration.**

Yes.

NOW THEREFORE, be it resolved by the St. Charles Historic Preservation Commission to recommend to the City Council that the property know as 504 Jackson Avenue, as legally described in Exhibit “A”, be designated as a Landmark, and that it be referred to as the “Leonard and Margaret Wiemer- The Kilbourne”.

Roll Call Vote:

Ayes: Malay, Kessler, Rice, Smunt, Pretz, Morin

Nays: None

Absent: Dickerson

Abstain: None.

Motion Carried.

PASSED, this 16th day of June, 2024

Chairman

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

HISTORIC LANDMARK NOMINATION

Instructions:

To nominate a property for Historic Landmark Designation, complete this application and submit all required documentation to the Planning Division. Based on a review of the application by City staff and the Historic Preservation Commission, additional detailed information to support this application may be required.

The information you provide must be complete and accurate. If you have a question please call the Planning Division and we will be happy to assist you.



1. Property Information:	Parcel Number(s): <p align="center">09-34-232-001</p>	
	Property Name (Historic or common name of the property): <p align="center">WIEMER HOUSE "THE KILBOURNE" MODEL</p>	
	Property Site Address <p align="center">504 JACKSON AVENUE 60174</p>	
2. Record Owner:	Name <p align="center">SHARON POWERS</p>	Phone <p align="center">630-276-3849</p>
	Address <p align="center">504 JACKSON AVENUE ST. CHARLES, IL 60174</p>	Email <p align="center">SPOWERSKI@GMAIL.COM</p>
3. Applicant (if different from record owner):	Name	Phone
	Address	Email

4. Legal Description of Property: The legal description should be obtained from the deed, mortgage, title insurance, or other recorded document (attach sheets if necessary).

SEE ATTACHED

I. Classification of Property (Check all that apply):

a) Ownership:

private
 public-local
 public-state

b) Category:

building
 district
 site

c) Integrity:

original site
 moved: date _____
 unaltered

d) Function or Use:

Historic/Current

/ agriculture
 / commercial
 / educational
 / government
 / entertainment

Historic/Current

/ industrial
 / military
 / museum
 / private residence
 / park

Historic/Current

/ religious
 / scientific
 / transportation
 / other(specify

e) Architecture: (Based on "A Field Guide to American Houses")

National Folk Style
 circa 1850-1930

Romantic Styles: circa 1820-1880
 Greek Revival
 Gothic Revival
 Italianate
 Exotic Revival

Victorian Styles: circa 1860-1910
 Second Empire
 Stick
 Queen Anne
 Shingle
 Richardsonian Romanesque
 Folk Victorian

Eclectic Styles: 1880-1940
 Colonial Revival
 Neoclassical, Classical Revival
 Tudor Revival
 Chateausque
 Beaux Arts
 French Eclectic
 Italian Renaissance
 Mission
 Spanish Revival
 Monterey
 Pueblo Revival

Modern Styles: circa 1900- present
 Prairie
 Craftsman - PAGE 452 "A FIELD GUIDE TO AMERICAN HOUSE"
 Modernistic
 Minimal Traditional
 Ranch
 Split-Level
 International
 Contemporary
 Shed
 Other 20th Century Modern
 21st Century Modern

Styled Houses since 1935:
 Mansard
 Styled Ranch
 Millenium Mansion
 New Traditional
 American Vernacular

Other Architecture:

II. Building Materials:

Please mark the appropriate boxes listing the materials that exist on the building. Possible options are provided below.

Inventory of Original Architectural Elements

Item:	Original (yes only)	Material	Location if Required
Chimney			NO
Door(s)	likely	WOOD	FRONT ENTRY
Exterior Walls	likely	WOOD (CLAPBOARD)	ALL ELEVATIONS
Foundation	YES	CONCRETE	ALL ELEVATIONS
Roof		ASPHALT	NO
Trim	likely	WOOD	ALL ELEVATIONS
Window (s)		WOOD	NO

Materials List

Adobe	Aluminum	Asbestos	Asphalt	Brick	Bronze
Canvas	Cast Iron	Ceramic	Clapboard	Cloth	Concrete
Concrete Board	Copper	Dryvit	EIFS	Engineered	Fiberglass
Glass	Granite	Iron	Lead	Limestone	Log
Marble	Metal	Nickel	Plastic	Plywood	Rubber
Sandstone	Shake	Shingle	Slate	Steel	Stone
Stucco	Synthetics	Terra Cotta	Tin	Vinyl	Weatherboard
Wood	Other:				

III. Significance of Property:

Please indicate source of documentation, if available.

- a) Original Owner: LEONARD AND MARGARET WIEMER
- b) Architect/Builder: SEARS CATALOG
- c) Significant Person(s): NONE
- d) Significant Dates (i.e., construction dates): CONSTRUCTED 1931

e) Criteria for Designation:

Please indicate which of the following criteria apply to the property and attach supporting documentation for each criteria. (check all that apply)

1. Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.
Notes: AT THIS TIME THERE IS NO CONFIRMING EVIDENCE THAT THIS STRUCTURE IS A SEARS CATALOG HOME IT IS A REPLICA AS EXHIBITED IN THE 1921, 1925, 1928 AND 1929
2. Property is the site of a significant local, county, state, or national event. CATALOGS KNOWN AS "THE KILBOURNE".
Notes:
3. Property is identified with a person who significantly contributed to the development of the community, county, state, or nation.
Notes:
4. Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
Notes: CRAFTSMAN STYLE - BUNGALOW
5. Property is identified with the work of a master builder, designer, architect, or landscape architect whose work has influenced the development of the area, the county, the state, or the nation.
Notes:

6. Structure embodies elements of design, detailing, materials, or craftsmanship that are of architectural significance.

Notes:

7. Structure embodies design elements that make it structurally or architecturally innovative.

Notes: THIS IS A COST EFFECTIVE, EASY DIRECTIONS, THAT IS SIMPLE PROVIDING "ELIMINATION OF THE NEED FOR MEASURING AND CUTTING AND A WASTE OF TIME AND MATERIALS" BEFORE POWER TOOLS.

8. Property has a unique location or physical characteristics that make it a familiar visual feature.

Notes:

9. Structure is a particularly fine or unique example of a utilitarian structure with a high level of historical or architectural significance.

Notes:

10. Property is suitable for preservation or restoration.

Notes:

YES

11. Property is included on the Illinois and/or National Register of Historic Places.

Notes:

12. Property has yielded, or is likely to yield information important to prehistory, history, or other areas of archaeological significance.

Notes:

IV. Attachments

1. Descriptive Statement: Attach a narrative statement describing the property and its historical architectural significance as indicated in Sections I, II, and III above. Describe structural changes, additions, and decorative modifications or material changes and dates of such work if known. State the reasons it should be designated as a Historic property. *SEE ATTACHED*
2. Plat of Survey: Attach a plat of survey showing the boundaries and location of the property. This may be obtained from the County Recorder (630-232-5935) at the Government Center. You may also have one from your house closing. *LEGAL ATTACHED*
3. Photographs: Attach photographs showing the important structures or features of the property and a photograph as viewed from the public way. Black and white or color prints. A minimum of one photograph of the structure as viewed from the public way is required. *SEE ATTACHED*
4. Chronological list of historical owners. *SEE ATTACHED*

I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.

Applicant

Date

If Owner authorizes application to be filed for their property:

Shawn Powers *April 26, 2024*

Owner Date

Description – 504 Jackson Avenue

Built in 1931 for Leonard and Margaret Wiemer, “The Kilbourne” appears to be built in the image (see “Houses By Mail” – Katherine Cole Stevenson and H. Ward Jandl) seen in “A Guide to Houses from Sears, Roebuck and Company” catalog years 1921, 1925, 1928, and 1929 the catalog model “The Kilbourne”. At this time there is no supporting proof to confirm this is an actual Sears catalog house but upon investigation by Rebecca Hunter (contracted by the City of St. Charles with recommendation from the Historic Preservation Commission) to survey St. Charles and its contribution to the home catalog craze suggests this is the case. The floor plan and exterior architecture match those contained in the catalog. Five rooms, one bath, front porch with steeply pitched gabled roof supported by tapered piers, exposed roof rafter tails. There is an optional second floor and while there is no fireplace (optional feature) visible the area is flanked by windows. This is a craftsman style architecture (“A Field Guide to American Houses” – page 452+) and called a Craftsman Style-Bungalow design in reference to the catalog home period. The home is located within the Minard, Ferson, and Hunt Addition 3 and would be typical of the time frame where St. Charles was expanding beyond its original city footprint due to the popularity of the automobile and the growth of suburban areas.

It appears all windows have been replaced over time, most exterior clapboard and trim could be original, the basement cement walls are original, and the front door could be original. There have been no additions to the original footprint.

The Criteria for Designation is:

1. Property has character, interest, or value which is part of the development, heritage, or cultural character of the community, county, or nation.

4. Structure embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, or method of construction, or use of indigenous materials.
7. Structure embodies design elements that make it structurally or architecturally innovative.
10. Property is suitable for preservation or restoration.

EXHIBIT A

Order No.: KA20049021

For APN/Parcel ID(s): 09-34-232-001-0000

For Tax Map ID(s): 09-34-232-001-0000

LOT 1 IN BLOCK 11 OF MINARD FERSON AND HUNTS THIRD ADDITION TO ST CHARLES, IN THE CITY OF ST CHARLES, KANE COUNTY, ILLINOIS.

Unofficial



504

SEE
JOY





504









504 Jackson Avenue – ownership history

09-34-232-001

Min F & H 3/11/1

All support documents are housed with the Kane County Recorder Office

- 1925 WD Munn to Potter
- 1927 WD Potter to Wiemer
- 1931 MTG Building constructed
- 1945 WD Wiemer to Wright
- 1948 WD Wright to Brown
- 1963 WD Brown to Erfle
- 1967 WD Erfle to Berquist
- 1980 WD Berquist to Harkins
- 1984 WD Harkins to Deichstetter
- 1989 WD Deichstetter to McKinley
- 1992 WD McKinley to Meyers
- 2002 WD Meyers to Macklin
- 2007 WD Macklin to Macklin
- 2007 WD Macklin to Dunat
- 2012 WD Dunat to PNC
- 2013 WD Fannie Mae to Plucinski (Powers)

1772/407
1925
Munn
To
Potter

1925

This Indenture Witnesseth, that the Grantors, Sarah A. Munn and William W. Munn, her husband,

of the City of St. Charles County of Kane and State of Illinois

for and in consideration of the sum of other good and valuable considerations and one (\$1.00) DOLLARS.

in hand paid, CONVEY and WARRANT to Charles A. Potter

of the City of St. Charles County of Kane and State of Illinois

the following described Real Estate, to-wit:

Lots One (1), Two (2), Seven (7) and Eight (8) in Block Eleven (11) of Minard, Ferson and Hunt's Third Addition to St. Charles, Kane County, Illinois

Unofficial

Situated in the City of St. Charles in the County of Kane in the State of Illinois, hereby releasing and waiving all rights under

and by virtue of the Homestead Exemption Law of the State of Illinois. Grantee assures subject to taxes levied A.D. 1925 and installments of special assessments levied, but not yet due

Dated this thirteenth day of June A. D. 1925

Revenue \$3.00

William W. Munn [SEAL]
Sarah A. Munn [SEAL]
[SEAL]
[SEAL]

STATE OF ILLINOIS.

County of Kane

ss. I Louis Rockwell, a Notary Public

Louis Rockwell
Notary Public
Kane County, Ill.

in and for said County, in the State aforesaid, DO HEREBY CERTIFY. That Sarah A. Munn and William W. Munn, her husband, personally known to me to be the same person as whose name is subscribed

to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and Notarial seal, this thirteenth day of June A. D. 1925

My commission expires Jan'y 28, 1928

Louis Rockwell
Notary public

No. 256303 Filed for Record this 15th day of June A. D. 1925. at o'clock A. M.

Book 772

Charles Doetschman, Recorder

773/544
1927
POTTER
TO
WIEMER

This Indenture, Made this 10th day of June 19 26 between CHARLES A. POTTER and ALTHEA M. POTTER husband and wife of the City of St. Charles in the County of Kane

and State of Illinois parties of the first part, and LEONARD C. WIEMER and MARGARET WIEMER, husband and wife of the City of St. Charles in the County of Kane and State of Illinois parties of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of Ten dollars in hand paid, and other good and valuable considerations ~~convey~~ and warrant to the said parties of the second part, not as tenants in common, but as joint tenants the following described Real Estate, to-wit:

Lot One (1) in Block Eleven (11) of Minard, Person and Hunt's Third Addition to St. Charles, Illinois, together with all improvements thereon.

situated in the City of St. Charles County of Kane in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the above granted premises unto/said parties of the second part forever, not in tenancy in common, but in joint tenancy. Grantees assume subject to and agree to pay all installments of special assessments levied against said premises and falling due subsequent to January 2, 1926.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Charles A. Potter (SEAL)
Althea M. Potter (SEAL)
(SEAL)
(SEAL)

STATE OF Illinois } ss. I, Louis Rockwell, a Notary Public
County of Kane

in and for said County, in the State aforesaid DO HEREBY CERTIFY, that Charles A. Potter and Althea M. Potter, husband and wife

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, sealed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Louis Rockwell
Notary Public
Kane County, Ill.

GIVEN under my hand and Notarial Seal, this 30th day of June A. D. 1926
Louis Rockwell

~~Notary Public~~ Notary Public.

No. 298144 Filed for Record, this 3rd day of Oct A. D. 1927 at 1 o'clock PM.
Book 773 Charles Doetschman Recorder.

182546

875/202

1931

MTG

This Indenture, Witnesseth that the mortgagor s, **LEONARD C. WIEMER and MARGARET WIEMER**, individually and as husband and wife,

of the township of St. Charles, in the County of Kane and State of Illinois, mortgages and warrants to the **ST. CHARLES BUILDING & LOAN ASSOCIATION**, a Corporation, of St. Charles, Kane County, Illinois, to secure the payment of a certain principal promissory note, executed by said Leonard C. Wiemer and Margaret Wiemer, husband and wife,

bearing even date herewith, payable to the **ST. CHARLES BUILDING & LOAN ASSOCIATION**, for the sum of

Nineteen Hundred (\$1900.00)

Dollars, together with interest thereon at the rate of seven and one-half percent per

annum, payable in equal monthly installments of **Eleven & 88/100** Dollars, on or before the 15th of each month, according to the tenor and effect of said note:

Also to secure the payment on or before the 15th of each month of **Nine and 50/100**

Dollars, being fifty cents per share on

19

shares of the capital stock of said Association, this day transferred to said Association by said mortgagor as collateral security, said payments to continue until said principal note is fully paid, or until said shares of stock shall have reached par value of one hundred dollars per share.

The following described real estate, to-wit:

Lot One (1), Block Eleven (11) of Minard, Person and Hunt's Third Addition to St. Charles,

situate in the City of St. Charles, County of Kane, State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The mortgagor covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, and all fines assessed in accordance with by-laws of said Association, as herein and in said note provided, (2) to pay, prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts thereof; (3) within sixty days after destruction or damage to buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered, and (5) to keep all buildings at any time on said premises insured against loss by fire in Companies to be approved of by the holder of, and in amount equal to, said indebtedness, and to pay the cost of such insurance, and to pay the cost of such insurance, so written as to require all loss to be applied in reduction of said indebtedness, and the cost of such insurance, and the mortgagee may procure such insurance, or pay taxes or assessments, or discharge or purchase any tax lien, or title affecting said premises, and all money so paid, the mortgagor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment of seven percent per annum, shall be so much additional indebtedness secured hereby.

But it is expressly provided and agreed that if default for the space of six months is made in the payment of the monthly installments on the principal note herein described, or any part thereof, or the interest thereon, or any part thereof, or any fines assessed, by said Association, or in case of waste or non-payment of taxes or assessments levied on said premises, or breach of any of the covenants or agreements herein contained, then, in such case, the whole of such principal sum remaining unpaid, and the interest thereon remaining unpaid, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of said mortgagee, its successors, assigns or Attorneys, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same by the said mortgagee, its successors, assigns or Attorneys, and the stock transferred hereunder as collateral at the same time declared forfeited, and the proceeds thereof applied to the reduction of the loan.

IT IS AGREED by the mortgagor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, photographer's charges, cost of procuring or completing abstract showing the whole title to said premises embraced in the foreclosure decree, shall be paid by the mortgagor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The Mortgagor waives all rights to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that, upon the filing of any bill to foreclose this mortgage, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions, to be disbursed in accordance with the order of the Court appointing said Receiver.

Witness the hands and seals of the mortgagors this **20th** day of **August**, 19 **31**.

Leonard C. Wiemer (SEAL)

Margaret Wiemer (SEAL)

STATE OF ILLINOIS, }
County of Kane } ss. **Katherine M. Rockwell, a Notary Public,**
in and for said county, in the state aforesaid, **DO HEREBY CERTIFY**, That **LEONARD C. WIEMER and MARGARET WIEMER, individually and as husband and wife,**

Katherine M. Rockwell
Notary Public, St. Charles
Kane Co. Ill.

personally known to me to be the same person s whose name s **RTG** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

GIVEN under my hand and Notarial Seal, this **20th** day of **August**, A. D. 19 **31**.

My Commission Expires **May 31**,

19 **32**.

Katherine M. Rockwell (SEAL)
Notary Public.

No. **349419** Filed for Record this **24th** day of **August**, A. D. 19 **31** at **8** o'clock A. M.

Book **875**

Charles Doetschman Recorder

WARRANTY DEED RECORD

E. C. Peterson & Sons - Aurora, Ill.

~~THIS INDENTURE WITNESSETH:~~ That The Grantors, LEONARD C. WIEMER and MARGARET WIEMER, individually and as husband and wife,

of the City of St. Charles in the County of Kane and State of Illinois for and in consideration of the sum of Ten and no/100 (\$10.00) DOLLARS

in hand paid, CONVEY and WARRANT to EVERETT L. WRIGHT and ELSIE HAY WRIGHT, husband and wife, of the City of St. Charles County of Kane and State of Illinois, not in Tenancy in common but in JOINT TENANCY, the following described Real Estate, to-wit:

Lot One (1) in Block Eleven (11) of Minard, Ferson and Hunt's Third Addition to St. Charles,

Situated in the City of St. Charles in the County of Kane in the State of Illinois, hereby releasing and waving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the above granted premises unto the said parties of the second part

forever, not in tenancy in common, but in joint tenancy. This conveyance subject to taxes for 1945 and subsequent years. Dated this 28th day of April A. D. 19 45.

Revenue, \$6.75. Leonard C. Wiemer (SEAL) Margaret Wiemer (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS,) ss. County of Kane

Margaret Hanson, a Notary Public and residing in in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Leonard C. Wiemer and Margaret Wiemer, individually and as husband and wife, who are

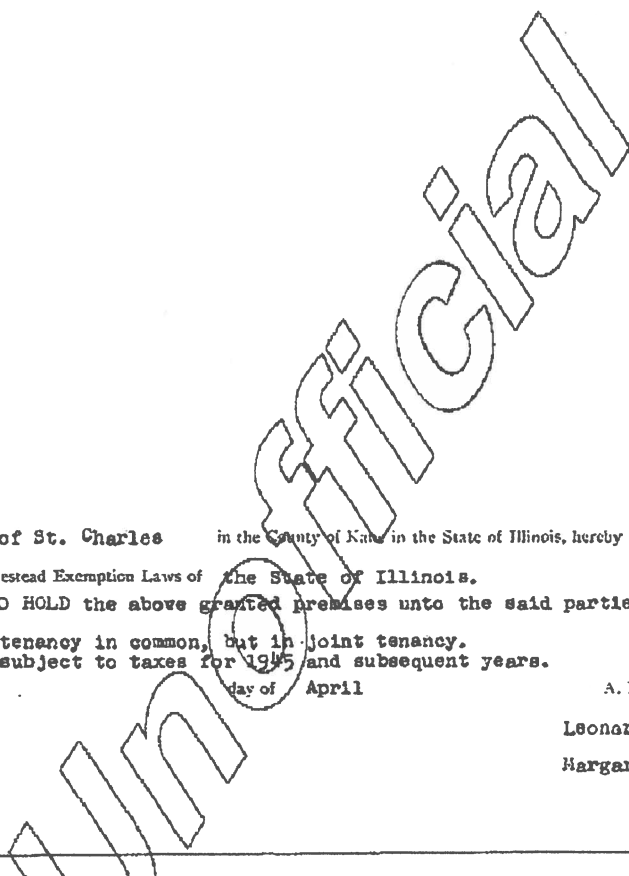
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

(Margaret Hanson) (Notary Public) (Kane County, Ill.)

Given under my hand and Notarial seal, this 28th day of April A. D. 19 45. Margaret Hanson Notary Public. My Commission Expires September 21, 1946.

No. 529619. Filed for record this 4th day of May A. D. 19 45, at 1 o'clock P. M. M. H. Agnew Recorder.

1224/13 1945 WIEMER TO WRIGHT



WARRANTY DEED — JOINT TENANCY

SEP 9 - 1948
G11600

THE GRANTOR S, EVERETT L. WRIGHT and ELSIE MAY WRIGHT, individually and as husband and wife,

of the City of St. Charles County of Kane State of Illinois

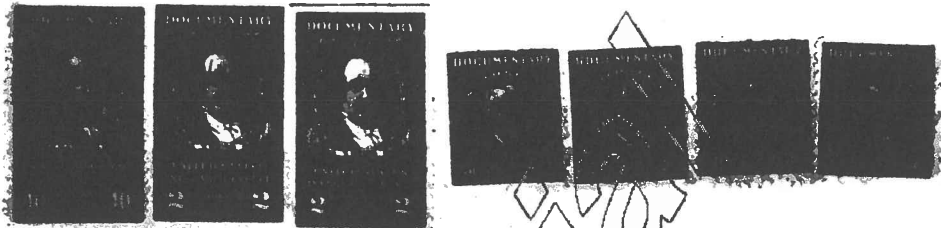
for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey.... and Warrant....

to L. DeWITT BROWN and HELEN T. BROWN, husband and wife,

of the City of St. Charles County of Kane State of Illinois

not in Tenancy in Common but in JOINT TENANCY, the following described Real Estate, to-wit: Lot One (1)

in Block Eleven (11) of Minard, Ferson and Hunt's Third Addition to St. Charles,



situated in the City of St. Charles County of Kane in the State of Illinois, hereby expressly declaring that the estate conveyed shall pass, not in tenancy in common, but in joint tenancy, and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance subject to general taxes for the year 1948 and subsequent years.

Dated this 26th day of August A. D. 1948

[SEAL]

Everett L. Wright
Elsie May Wright

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

State of Illinois, }
Kane County } ss.

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that

Everett L. Wright and Elsie May Wright, individually and as husband and wife, who are

personally known to me to be the same person

whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 26th day of August

A. D. 1948.

Harry H. Hempstead

[SEAL]

Notary Public.

Document No.

611600

Filed for record in Recorder's Office of Kane County, Illinois.

at 3 o'clock P. M.

SEP -9 1948

W. H. Agnew

Recorder of Deeds.

BOOK 1422 PAGE 319

1422/319
1948
Wright
Brown to

WARRANTY DEED—Statutory
(ILLINOIS)
(INDIVIDUAL TO INDIVIDUAL)

JUL - 5 1963 - 1 30 PM

Approved By (Chicago Title and Trust Co.,
Chicago Real Estate Board)

Bruce E. Markham
RECORDED OR FILED ABOVE SPACE FOR RECORDER'S USE ONLY

2187/232
1963
Brown
to
ERFLE

JUL 5 1963

also known as Helen T. Brown
THE GRANTOR— HELEN M. BROWN/ Widow of DeWitt Brown and not since
remarried,
of the City of Bloomington County of McLean State of Illinois
for and in consideration of Ten Dollars and other good and valuable consideration
in hand paid,
CONVEYS and WARRANTS to LLOYD ERFLE and FERN B. ERFLE, his wife, not as
tenants in common but in joint tenancy
of the City of St. Charles County of Kane State of Illinois
the following described Real Estate situated in the County of Kane in the State
of Illinois, to wit:

Lot One (1) in Block Eleven (11) of Minard,
Ferson and Hunt's Third Addition to St.
Charles, Kane County, Illinois,



hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of
the State of Illinois.

Subject to all real estate taxes

DATED this 13th day of June 1963.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(Seal) *Helen M. Brown* (Seal)
Helen M. Brown
(Seal) (Seal)

State of Illinois, County of McLean ss. I, the undersigned, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Helen M. Brown, Widow of DeWitt Brown and not since
remarried, also known as Helen T. Brown
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, sealed and delivered the said
instrument as her free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of June 1963.

Commission expires January 5, 1964. *Rosemary Marti*
Rosemary Marti NOTARY PUBLIC

ADDRESS OF PROPERTY:
504 Jackson Ave.
St. Charles, Illinois

MAIL TO: NAME Lloyd Erfle and Fern B. Erfle
ADDRESS 504 Jackson Ave.
CITY AND STATE St. Charles, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL
PURPOSES ONLY AND IS NOT A PART OF
THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
(NAME)

RECORDER'S OFFICE BOX NO.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER

124263

2410/471
1967
ERFLE
TO
BERGQUIST

1096173
AUG 21 1967

THE GRANTOR s LLOYD EARFLE and FERN B. EARFLE, husband and wife

of the City of Minnetonka County of Hennepin State of Minnesota
for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey... and Warrant
to CARL E. BERGQUIST

of the City of St. Charles County of Kane State of Illinois

the following described Real Estate, to-wit:

Lot 1, Block 11, Minard, Ferson and Hunt's Third Addition
to the City of St. Charles, St. Charles, Illinois



Unofficial

situated in the City of St. Charles County of Kane in the State of Illinois,
hereby releasing and waiving rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 14 day of July, 1967
[SEAL] Lloyd Earfle [SEAL]
[SEAL] Fern B. Earfle [SEAL]
[SEAL] Fern B. Earfle [SEAL]

Minnesota
State of ~~Illinois~~ ss. I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that
Hennepin LLOYD EARFLE and FERN B. EARFLE, husband and wife

personally known to me to be the same person S
whose name SARC subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that I.h.ey... signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of
the right of homestead.

Given under my hand and notarial seal, this 14 day of July
A. D. 19 67 Harold E. [Signature] [SEAL]

Document No. 1096173 Filed for record in Recorder's Office, Hennepin County, Minn.
at 3:15 o'clock P.M. AUG 21 1967
NAME... Carl E. Bergquist...
Address... 504 Jackson Ave...
St. Charles, Ill.:.....
Recorder of Deeds.
BOOK 2410 PAGE 471

1537363
1980
BERGQUIST
TO
HARKINS

This Indenture, Made this 26th day of February
1980 between Carl E. Bergquist and Sharon L. Bergquist

of the City of St. Charles in the County of Kane and State of
Illinois parties of the first part, and
William N. Harkins and Nancy A. Harkins, his wife

of the City of Warrenville in the County of
DuPage and State of Illinois parties of the second part:

Witnesseth, That the parties of the first part, for and in consideration of the sum of
Ten (\$10.00) Dollars, in hand paid,
convey and warrant to the said parties of the second part, not in common, but
in joint tenancy, the following described Real Estate, to-wit:

Lot 1 in Block 11 of Minard, Persen
Hunt's Third Addition to St. Charles,
in the City of St. Charles, Kane
County, Illinois

FILED FOR RECORD
KANE COUNTY, ILL.

1537363

REC MAR -4 AM 11-15

Clarence C. Jungell
RECORDER OF DEEDS

situated in the City of St. Charles County of Kane in
the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead
Exemption Laws of the State of Illinois.
To Have and to Hold the above granted premises unto the said parties of the second part forever,
not in tenancy in common, but in joint tenancy.

In Witness Whereof, the said parties of the first part have hereunto set their hands
and met on the day and year first above written.

Carl E. Bergquist
Carl E. Bergquist
Sharon L. Bergquist
Sharon L. Bergquist

1537363



County Tax
Paid \$30.25

OVER

WARRANTY DEED

1665879

ILLINOIS RECORDS
KANE COUNTY

1984 JAN 0 11:12:15

William E. Jungels
NOTARY

1665879
1984

HARKINS
TO
DEICHSTETTER

PLAT 3, 25

(The above space for Recorder's use only)

THE GRANTOR, William M. Harkins and Nancy A. Harkins, his wife
of the City of St. Charles County of Kane State of Illinois

for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey...

and Warrant to Eric A. Deichstetter and Nancy L. Raschke, in Tenancy
in Common

of the City of North Aurora County of Kane State of Illinois

the following described Real Estate, to-wit:

Lot 1 in Block 11 of Minard, Ferson and Hunt's Third Addition to
St. Charles in the City of St. Charles, Kane County, Illinois.

Hereby releasing and waiving rights under and by virtue of the
Homestead Exemption Laws of the State of Illinois.

Subject to plat restrictions; public utility easements which do not underlie the
existing improvements, excepting fences and portable sheds; restrictions and
covenants of record provided they are not violated by the existing improvements
or the present use thereof and provided further that they do not contain a
reverter of right of re-entry; special assessments and taxes for improvements
not yet completed; general and special real estate taxes for the year 1983 and
subsequent years; rights of way for drain tiles, drainage ditches, feeders and
laterals; mortgage dated February 28, 1980 recorded March 4, 1980 as document
#1537364 in the original amount of \$60,500.00, mortgagor William M. Harkins and
Nancy A. Harkins assigned to First Family Mortgage Corporation of Florida by
~~document #1537364 in the original amount of \$60,500.00, mortgagor William M. Harkins and Nancy A. Harkins assigned to First Family Mortgage Corporation of Florida by~~
~~document #1537364 in the original amount of \$60,500.00, mortgagor William M. Harkins and Nancy A. Harkins assigned to First Family Mortgage Corporation of Florida by~~
assignment dated November 4, 1982 and recorded on December 20, 1982 as document
#1624586.

(AFFIX REVENUE STAMPS)

Dated this 6th day of January A.D. 1984.
William M. Harkins SEAL *Nancy A. Harkins* SEAL
William M. Harkins SEAL Nancy A. Harkins SEAL
SEAL SEAL

State of Illinois } ss. I, the undersigned, a Notary Public in, and for said County and State aforesaid,
Kane County } DO HEREBY CERTIFY that William M. Harkins and Nancy A.
Harkins

personally known to me to be the same person. S.
whose name S. subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and delivered the
said instrument as their free and voluntary act, for the uses and pur-
poses therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 6th day of January,
A.D. 1984.

Gregory J. Claricoates SEAL
Notary Public

This instrument was prepared by
Gregory J. Claricoates
Attorney at Law
815 E. Main St.
P.O. Box 656
St. Charles, Ill. 60174

Graantees Address:
504 S. Jackson Avenue
St. Charles, Illinois 60174
Send subsequent tax bills to: Eric A. Deichstetter
504 S. Jackson Avenue
St. Charles, Illinois 60174

STATE OF ILLINOIS
KANE COUNTY
JAN 0 1984
MAR 584

PLAT 3, 25

County Tax
Paid \$ 3.50

1665879

WARRANT DEED
Statutory (ILLINOIS)
(Individual to Individual)

FILED FOR RECORD
KANE COUNTY, ILL.

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

2009213

1989 NOV 16 PM 3:00

Lynda M. Reed
RECORDER

THE GRANTOR S, ERIC A. DEICHSTETTER
and NANCY Lynn RASCHKE- DEICHSTETTER,
husband and wife a/k/a Nancy L. Raschke-Deichstetter

of the city _____ of St. Charles County of Kane _____
State of Illinois _____ for and in consideration of

Ten and 00/100- - - - - DOLLARS,
and other consideration in hand paid,

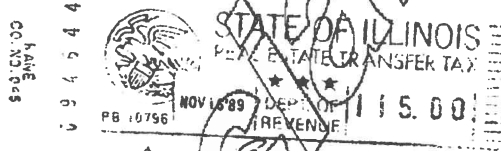
CONVEY and WARRANT to LAURA R. MCKINLEY, of 1000 Geneva Road, Apt. 8A, St. Charles, IL, and R.C. Reed in joint Tenancy not as tenants in common.
(The Above Space For Recorder's Use Only)
(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of Kane _____ in the State of Illinois, to wit:

LOT 1 IN BLOCK 11 OF MINARD PERSON AND HUNT'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

2009213
1989
DEICHSTETTER
TO
McKinley

0076 0574



Rem # 115.00

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

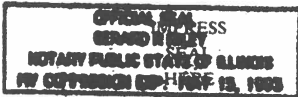
Permanent Real Estate Index Number(s): 09-34-232-001

Address(es) of Real Estate: 504 Jackson, St. Charles, Illinois 60174

DATED this 30th day of OCTOBER 1989

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Eric A. Deichstetter (SEAL) ERIC A. DEICHSTETTER
Nancy L. Raschke-Deichstetter (SEAL) NANCY Lynn RASCHKE-DEICHSTETTER a/k/a Nancy L. Raschke-Deichstetter

State of Illinois, County of Kane ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ERIC A. DEICHSTETTER and NANCY L. RASCHKE-DEICHSTETTER a/k/a Nancy Lynn Raschke-Deichstetter personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and official seal, this 21st day of October 19 89

Commission expires 19 _____ NOTARY PUBLIC

This instrument was prepared by Gerard R. Riley (NAME AND ADDRESS) 1650 E. MAIN Street, St. Charles, IL 60174

MAIL TO: Gerard R. Riley (Name)
1650 E. Main St. (Address)
St. Charles, IL 60174 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
Laura R. McKinley (Name)
504 Jackson (Address)
St. Charles, IL 60174 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

2009213

MIN-F113

AFFIX "RIDERS" OR REVENUE STAMPS HERE

County Tax Paid
\$57.50

Security note
Oct 15 89

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

92K74878

92 OCT 22 AM 10:15

Lynnda M. Quinn
RECORDER

THE GRANTOR, Laura R. McKinley, divorced and remarried, of the City of St. Charles, County of Kane, State of Illinois, for the consideration of Ten and no/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEYS AND QUIT CLAIMS to:

Laura Meyers and Richard Meyers, Husband and Wife, As Joint Tenants ^{LM}
504 Jackson Avenue
St. Charles, Illinois 60174

all interest in the following described Real Estate situated in the County of Kane, in the State of Illinois, to wit:

(THE ABOVE SPACE FOR
RECORDER'S USE ONLY)

Lot 1 in Block 11 of Minard Person and Hunt's Third Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This transaction is exempt under Section 4(e) of the Real Estate Transfer Tax Act.

^{LM} DATED: ^{OCTOBER} September 1, 1992.

Laura R. McKinley
Laura R. McKinley

Permanent Real Estate Index Number(s): 09-34-232-001

Address(es) of Real Estate: 504 Jackson Avenue, St. Charles, Illinois 60174

Laura R. McKinley (SEAL)
Laura R. McKinley

DATED this ^{OCTOBER} day of ^{LM} September, 1992.

STATE OF ILLINOIS, COUNTY OF KANE SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laura R. McKinley, divorced and remarried, 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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ¹⁵ day of ^{OCTOBER} September, 1992. ^{LM}

Commission expires 8/30/95
"OFFICIAL SEAL"
CAROL F. TALLENT
Notary Public, State of Illinois
My Commission Expires 8/30/95
Carol F. Tallent
NOTARY PUBLIC

This instrument was prepared by:
Susan B. Tatnall
DRENDEL, SCHANLABER, HORWITZ,
TATNALL & McCRACKEN
A PROFESSIONAL CORPORATION
520 Redwood Drive/P. O. Box 4010
Aurora, Illinois 60507-4010
708/844-0800

MAIL TO:
Laura & Richard Meyers
504 Jackson Avenue
St. Charles, IL 60174

SEND SUBSEQUENT TAX BILLS TO:
Laura & Richard Meyers
504 Jackson Avenue
St. Charles, IL 60174

92K74878
1992
McKinley
TO
MEYERS

56533 MIN-F&H3
92K74878

0910159

15.00 /
FOX TITLE COMPANY
423 S. SECOND ST.
ST. CHARLES, IL 60174

2002K093809
2002
MEYERS TO MACKLIN

FILED FOR RECORD
KANE COUNTY, ILL.

WARRANTY DEED
JOINT TENANTS

2002K093809

2002 JUL 30 PH 1:00

Sandy Weyman
RECORDER

MAIL TO:

Catharine Lentz
319 N. ~~Mapleville~~ Road # 778
Bolingbrook, Illinois 60490

1241682 1/3

NAME & ADDRESS OF TAXPAYER:

Wayne H. Macklin
504 Jackson Avenue
St. Charles, Illinois 60174

GRANTOR(S), Richard Meyers and Laura Meyers, husband and wife, of St. Charles, in the County of Kane, in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the GRANTEE(S), Wayne H. Macklin and Joan L. Macklin, husband and wife, of 124 Whittington Course, St. Charles, in the County of Kane, in the State of Illinois, not as TENANTS IN COMMON and BUT as JOINT TENANTS

the following described real estate:

** and Laura A. Macklin

Lot 1 in Block 11 of Minard Ferson and Hunt's Third Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.

Permanent Index No: 09-34-232-001

Property Address: 504 Jackson Avenue, St. Charles, Illinois 60174

SUBJECT TO: (1) General real estate taxes for the year 2001 and subsequent years. (2) Covenants, conditions and restrictions of record. →

MIN-F4H3

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To HAVE AND TO HOLD said premises not as TENANTS IN COMMON and BUT as JOINT TENANTS

DATED this 18 day of JUNE, 2002.

Richard P. Meyers
Richard Meyers

Laura Meyers
Laura Meyers

STATE & COUNTY TAX
STATE OF ILLINOIS
JUL. 30. 02
KANE COUNTY

000020749
REAL ESTATE TRANSFER TAX
0038850
FP326662

ATG Search
33 N. Dearborn
#650
Chicago, Illinois 60602

19.00

2



**QUIT CLAIM DEED
ILLINOIS STATUTORY**

2007K111946

**SANDY WEGMAN
RECORDER - KANE COUNTY, IL**

RECORDED: 11/7/2007 3:50 PM
REC FEE: 25.00 RHPSPS FEE: 10.00
PAGES: 2

2007K111946
2007
Macklin
TO
Macklin

The Grantor, LAURA A. MACKLIN, a married woman, of the City of St. Charles, County of Kane, State of Illinois, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration ~~in hand paid~~ CONVEYS and QUIT CLAIMS to WAYNE H. MACKLIN and JOAN L. MACKLIN, husband and wife, of Crystal Lake, McHenry County, Illinois, as Joint Tenants, all interest in the following described Real Estate situated in the County of Kane in the State of Illinois, to wit:

LOT 1 IN BLOCK 11 OF MINARD FERSON AND HUNT'S THIRD ADDITION TO ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.
TO HAVE AND TO HOLD said premises as Joint Tenants forever.

Permanent Real Estate Index Number: 09-34-232-001
Address of Real Estate: 504 Jackson Ave., St. Charles, Illinois 60174

DATED this 6th day of November, 2007.

Laura Macklin
LAURA A. MACKLIN

2

35

2007 K118832
2007
Macklin
TO
DUNAT



2007K118832

WARRANTY DEED

① 566016/27085303

The Grantors, **Wayne H. Macklin** and **Joan L. Macklin**, husband and wife for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, convey and warrant to the Grantee,

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 12/4/2007 1:03 PM
REC FEE: 25.00 RASPS FEE: 10.00
PAGES: 2

Brian J. Dunat and Amy M. Dunat
450 Independence
South Elgin, Illinois 60177

as joint tenants and not as tenants in common and not as tenancy by the entirety the following described real estate situated in the County of Kane and the State of Illinois, to wit:

Lot 1 in Block 11 of Minard Ferson and Hunt's Third Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.

Subject to: Covenants, conditions, easements and restrictions of record; and general real estate taxes for 2007 and subsequent years.

Permanent Index No.: 09-34-232-001-0000

Address of Real Estate: 504 Jackson Avenue, St. Charles, Illinois 60174

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. **TO HAVE AND TO HOLD** said premises forever.


IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 29th day of November, 2007.

Wayne H. Macklin
Wayne H. Macklin

Joan L. Macklin
Joan L. Macklin

UNOFFICIAL

LS

STATE & COUNTY TAX
STATE OF ILLINOIS

DEC.-3.07
KANE COUNTY

0000036730
REAL ESTATE TRANSFER TAX
0041925
FP326704

Chicago Title Insurance Company
1000 West State Street
Chicago, IL 60614

Chey

2012K075720
2012 Dunat to PNC



THIS DOCUMENT PREPARED BY:
PIERCE & ASSOCIATES
1 North Dearborn
Thirteenth Floor
Chicago, Illinois 60602

2012K075720
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/31/2012 11:51 AM
REC FEE: 32.00 RHSPS FEE: 10.00
PAGES: 3

ADDRESS OF GRANTEE
& SUBSEQUENT TAX BILLS TO:
PNC Bank
3232 Newmark Dr.
Miamisburg, OH 45342
(937) - 910-1200
RETURN TO: Melissa Level
PA #1206782

WARRANTY DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that

BRIAN J. DUNAT AND AMY M. DUNAT, MARRIED TO EACH OTHER

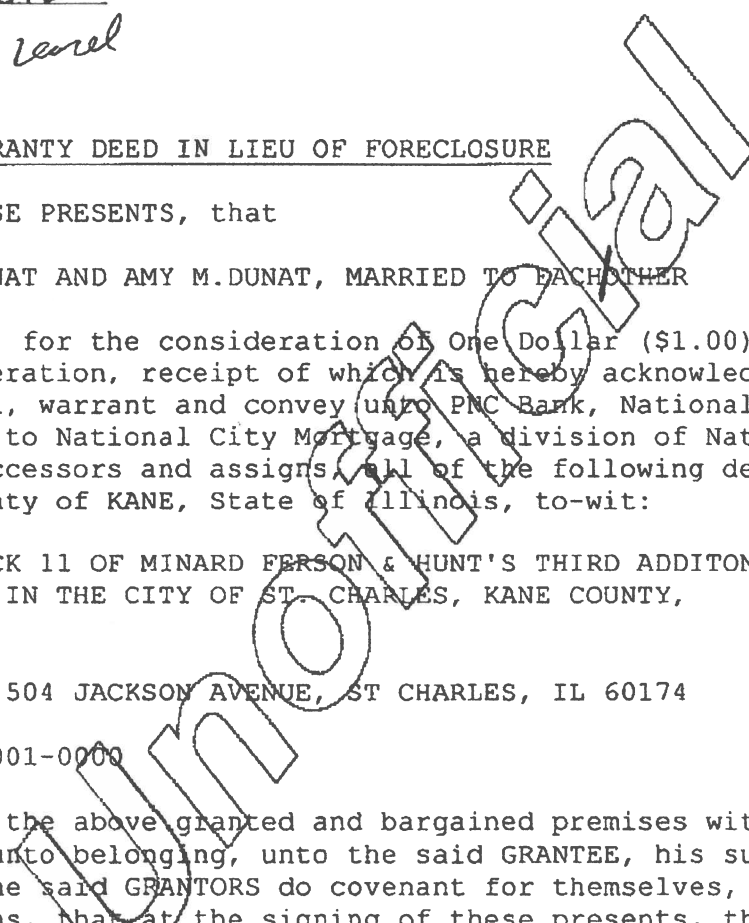
the GRANTORS herein, for the consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, does give, grant, bargain, sell, warrant and convey unto PNC Bank, National Association, successor by merger to National City Mortgage, a division of National City Bank, the GRANTEE, its successors and assigns, all of the following described premises situated in the County of KANE, State of Illinois, to-wit:

LOT 1 IN BLOCK 11 OF MINARD FERNON & HUNT'S THIRD ADDITON TO
ST. CHARLES, IN THE CITY OF ST. CHARLES, KANE COUNTY,
ILLINOIS.

Commonly known as: 504 JACKSON AVENUE, ST CHARLES, IL 60174

TAX NO: 09-34-232-001-0000

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging, unto the said GRANTEE, his successors and assigns forever. The said GRANTORS do covenant for themselves, their heirs, executors and assigns, that at the signing of these presents, they are well seized of the above described premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances whatsoever, and that they and their heirs, executors, and assigns will warrant and defend said premises, with the appurtenances thereunto belonging, unto said GRANTEE, his successors and assigns, against all lawful claims and demands whatsoever. Said GRANTORS hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of the State of Illinois and any other State Law which may apply.



3

42

2013K006582
2013
FANNIE MAE
TO
Plucinski
(Powers)

12036809184 ATC - PD
4



2013K006582
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 1/25/2013 10:35 AM
REC FEE: 32.00 RHSPS FEE: 10.00
STATE TAX: 195.00
COUNTY TAX: 97.50
PAGES: 4

MAIL TO: Thomas Gosselin
Brady & Jensen
2425 Royal Blvd.
Elgin, IL 60123
SPECIAL WARRANTY DEED
(CORPORATION TO INDIVIDUAL)
ILLINOIS

1/2

THIS INDENTURE, made this 17 day of December 2012., between **Fannie Mae a/k/a Federal National Mortgage Association**, a corporation created and existing under and by virtue of the laws of the United States of America and duly authorized to transact business in the State of ILLINOIS, party of the first part, and **Nicholas Powers and Sharon Plucinski (408 S Scoville #3S Oak Park, IL 60302)**, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of \$10.00 (Ten dollars and no/100s) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of **Kane** and the State of Illinois known and described as follows, to wit: not as tenants in common. not as Tenants by the Entirety. but as **JOINT TENANTS SEE ATTACHED EXHIBIT A**

SUBJECT TO ANY AND ALL COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND ANY OTHER MATTERS OF RECORD.

Together with all and singular the hereditament and appurtenances thereunder belonging, or in otherwise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditament and appurtenances; TO HAVE AND HOLD the said premises as above described, with the appurtenances, unto the part of the second part, their heirs and assigns forever.

The Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-34-232-001

PROPERTY ADDRESS(ES): 504 Jackson Avenue, St Charles, IL, 60174

4

42

Catalog Homes St. Charles, IL

Beginning in the early 1900s and through the 1940s, many homes were ordered from catalogs or based on catalog models marketed by companies like Sears, Aladdin, and Montgomery Ward. In 2013, architectural historian Rebecca Hunter conducted a street-by-street survey of St. Charles to identify possible catalog homes. A total of 68 homes were identified as possible catalog homes.

The 20 homes shown on this map have been verified as catalog homes based on evidence such as Kane County mortgage records indicating financing by mail order home companies and information gathered by current homeowners.



Map #	Address	Company & Model	Year Built	Evidence	Significance Rating ¹
1	718 N 2nd Ave.	Sears- Princeville	1913	Testimonial in Sears Modern Homes catalogs, old photograph, city directories	Non-contributing
2	715 N 3rd Ave.	Sears- Hazelton	1916	Testimonial in Sears Modern Homes catalogs, old photograph, city directories, local history	Contributing
3	310 S 4th St.	Sears- Hampton	1926	Sears mortgage	Non-contributing
4	306 S 7th St.	Gordon-Van Tine/Wards-Kent/Newport	1923	Floor plan/dimensions match catalog	Significant
5	408 S 11th Ave.	Sears- Van Dorn	1927	Sears mortgage	Contributing
6	125 S 11th St.	Sears- Claremont	1939	Found part number on door	Contributing
7	315 S 12th Ave.	Sears- Hampton	1926	Sears mortgage	Contributing
8	319 S 12th Ave.	Sears- Fairy	1927	Sears mortgage	Contributing
9	708 Cedar Ave.	Sears- Winona	1927	Sears mortgage	Contributing
10	513 Illinois St.	Sears- Fullerton	1925	Oral history, floor plan matches catalog	Significant
11	308 Indiana Ave.	Gordon-Van Tine/Wards- #528/Panora	1920	Found part number on trim	Contributing
12	509 Indiana St.	Sears- Hampton	1926	Sears mortgage	Contributing
13	408 Jackson Ave.	Sears- Mitchell	1931	Sears mortgage	Contributing
14	504 Jackson Ave.	Sears- Kilbourne	1926	Floor plan matches catalog	Significant
15	1109 W Main St.	Sears- Crescent	1929	Floor plan/dimensions match catalog	Contributing
16	1203 W Main St.	Harris Brothers- #152	1906	Found part numbers on boards	Contributing
17	716 Mosedale St.	Sears- Hathaway [3271]	1926	Sears mortgage	Significant
18	720 Mosedale St.	Aladdin- Lindbergh	1928	Floor plan matches catalog	Contributing
19	1508 Riverside Ave.	Sears- Starlight	1927	Sears mortgage	Contributing
20	717 South Ave	Sears- Starlight	1923	Floor plan/ dimensions match catalog	Contributing

¹ The Significance Rating, as determined by the St. Charles Historic Preservation Commission, indicates how closely the existing home remains to its original form, based on the relevant catalog image. "Non-contributing" indicates the structure has been substantially altered from its original form. "Contributing" indicates some changes have been made to the structure, but the original form mostly remains. "Significant" indicates the structure remains nearly unchanged from its original form.



**13. 408 Jackson Avenue
Sears "Mitchell"**



**14. 504 Jackson Avenue
Sears "Kilbourne"**

GIVEN TO HOME OWNED BY REBECCA HUNTER!



The Kilbourne
No. 7113 "Already Cut" and Fitted.
\$2,785.00

At the price quoted we will furnish all the material to build this two-room bungalow, consisting of mill work, medicine case, kitchen cabinet, lumber, lath, shingles, flooring, finishing lumber, porch ceiling, roofing paper, eaves trough, down spout, cash weights, mantel hardware and painting material. No extras, as we guarantee enough material to build this bungalow. Price does not include cement, brick or plaster.

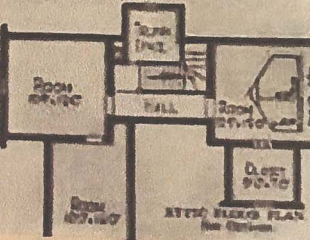
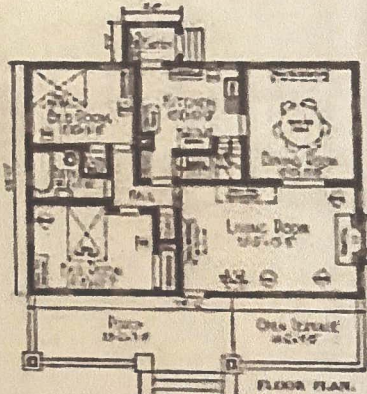
A HOUSE that looks as well inside as it is planned inside. The roomy porch is so located that it does not cut off the light from the living room, while inside, bedrooms, bath, kitchen, living room and closet all open off the small hallway. The front bedroom has a big combination wardrobe, as illustrated on page 33, No. 9265.

Main Floor The living room is large, light and pleasant. Interest is centered in the fireplace, flanked as it is by well designed windows, with the casual opening on one side and the group of three windows on the other. The effect is most inviting. In the dining room there is plenty of room around the table, four windows to insure plenty of light, and spaces for furniture where the pieces can stand conveniently be placed and where they will look best from the front room. Good sleeping quarters are essential to health. The bedrooms each have windows on two sides. Careful planning, however, is even more apparent in the kitchen than elsewhere. This is as it should be. Right outside the dining room is the sink. Two windows are at the left of it. At the left is our kitchen cabinet No. 9260 or 9261, shown on page 34. Sink, supplies, utensils, doughboard, cutlery and everything together. Refrigerator but a few steps away in the enclosed entry. The basement stairs lead from the kitchen. Notice that all kitchen work can be done on one side of the kitchen and handy to the dining room.

Basement Basement cement under one half of house is 1 foot high with a concrete floor.

Height of Ceilings Basement, 7 feet high from floor to joists. Rooms on the main floor are 9 feet high.

We furnish our best "Quality Laminated" mill work. Given on pages 128 and 129. Interior doors are five-cross panel, with wire and flooring to match, all yellow pine, in beautiful grain and color. Windows are made of three California white pine, with good quality glass set in with best grade of putty. Porch has concrete flooring.



Paint for three coats outside, stain for two coats inside for shingles on sides, cupola and wood like for interior details. Chicago Design hardware, see page 116. This bungalow is built on a concrete foundation, No. 1 yellow pine frame construction. Sided and roared with best grade thick red cedar shingles over good cement sheathing.

- OPTIONS**
- Finished with three coats of white, \$120.00 extra. See Attic plan.
 - Hard Plaster and Plaster Finish on both the plan of wood bath, \$100.00 extra. See page 116.
 - Green or Lead Shingles, instead of wood shingles, no extra charge.
 - Five-Cross Panel, Hard Flooring, Red or Tan Green in color, instead of wood shingles, \$10.00 extra.
 - Oak Doors, Trim and Floors for living room and dining room, \$140.00 extra.
 - Clear Maple Flooring furnished for kitchen and bathroom, instead of yellow pine, no extra charge.
 - Green Doors and Windows, \$80.00 extra.
 - Green Doors and Windows, black wire, \$40.00 extra galvanized wire, \$40.00 extra. If painted or not wanted, \$40.00 extra.
 - This house can be built on a lot 40 feet wide.

For prices of Plumbing, Heating, Wiring, Electric Fixtures and Shades, see page 113.

See page 113 for more information.

[Antique Home Style]

Home Styles Plans Interior Exterior Landscaping Bookstore

1923

Alhambra
Americus
Amsterdam
Argyle
Avalon
Avondale
Bandon
Betsy Ross
Columbine
Del Rey
Elsmore
Glendale
Greenview
Hamilton
Hathaway
Hillrose
Homeville
Honor
Kilbourne
Lexington
Marquette
Martha Washington
Preston
Puritan
Roseberry
Sherburne
Silverdale
Sunbeam
Verona
Walton
Woodland

Bibliography

Home > Plans > Sears

The Kilbourne

1923 SEARS ROEBUCK MODERN HOMES

A steeper than usual roof pitch adds a bit of the English Cottage to an otherwise very Craftsman-style bungalow home. The facade is particularly handsome with the two forward gables and the large front porch and terrace. Inside, it is very modern with an open floor plan and easy access from one room to the next. Convenience was clearly a consideration when Sears' designers planned the Kilbourne.

Search

Books, ETC.



Honor Bill

The Kilbourne
No. 17013 "Already Cut" and Fitted
\$2,554.00

We will furnish all the mill work, medicine case, kitchen cabinet, lumber, lath, shingles, siding, flooring, finishing lumber, porch ceiling, building paper, eaves trough, down spout, sash weights, mantel, hardware and painting material. No extras, as we guarantee enough material to build this bungalow. Price does not include cement, brick or plaster.

A HOUSE that looks as well outside as it is planned inside. The roomy porch is so located that it does not cut off the light from the living room, while inside, bedrooms, bath, kitchen, living room and closet all open off the small hallway. The front bedroom has a big combination wardrobe, as illustrated on page 58, No. 9265.

Main Floor The living room is large, light and pleasant. Interest is centered in the fireplace, banked as it is by well designed windows, with the pair of French doors on one side and the group of three windows on the other. The effect is most inviting. In the dining room there is plenty of room around the table, four windows to insure plenty of light, and spaces for furniture where the pieces can most conveniently be placed and where they will look best from the front room. Good sleeping quarters are essential to health. The bedrooms each have windows on two sides. Careful planning, however, is even more apparent in the kitchen than elsewhere. This is as it should be. Right outside the dining room is the sink. Two windows are at the left of it. At the left is our kitchen cabinet No. 960 and 9261, shown on page 58. Sink, supplies, utensils, doughboard, cutlery and everything together. Refrigerator but a few steps away in the enclosed entry. The basement stairs lead from the kitchen. Notice that all kitchen work can be done on one side of the kitchen and handy to the dining room. Floors, kitchen and bathroom clear maple, all other rooms clear oak. Porch, cement.

Basement Excavated basement is 7 feet high with a concrete floor.

Height of Ceilings Basement, 7 feet high from floor to joists. Rooms on the main floor are 9 feet high.

We furnish our best "Quality Guaranteed" mill work, shown on pages 124 and 125. With trim of yellow pine, in beautiful grain and color. Windows are made of clear California white pine, with good quality glass set in with best grade of putty.

Paint for three coats outside; stain for two brush coats for shingles on sides; varnish and wood filler for interior finish. Chicago Design hardware, see page 126.

This bungalow is built on a concrete foundation; No. 1 yellow pine frame construction. Sided with clear cypress siding and roofed with best grade thick red cedar shingles over good wood sheathing. Gables sided with shingles.

Attic Floor Plan

Room 10'0" x 11'0"
Room 10'0" x 11'0"
Room 10'0" x 11'0"
HALL

ATTIC FLOOR PLAN.
See Options.

FLOOR PLAN

Living Room 11'0" x 11'0"
Dining Room 11'0" x 11'0"
Kitchen 11'0" x 11'0"
Bed Room 11'0" x 11'0"
Bed Room 11'0" x 11'0"
BATH
HALL
PORCH
OPEN PORCH

OPTIONS

- Furnished with three rooms in attic, with single floor, \$241.00 extra. See attic plan.
- Sheet Plaster and Plaster Finish to take the place of wood lath, first floor, \$125.00 extra; for first floor and attic, \$190.00 extra. See page 120.
- Oriental Asphalt Shingles, instead of wood shingles, \$51.00 extra.
- Oak Doors and Trim for living room and dining room, \$70.00 extra.
- Storm Doors and Windows, \$185.00 extra.
- Screen Doors and Windows, galvanized wire, \$55.00 extra.
- If Mantel is not wanted, \$40.00 less.
- This house can be built on a lot 45 feet wide.

For prices of Plumbing, Heating, Wiring, Electric Fixtures and Shades, see page 121. Our Guarantee Protects You—Order Your House From This Book. Price Includes Plans and Specifications.

View of front bedroom, showing wardrobe.

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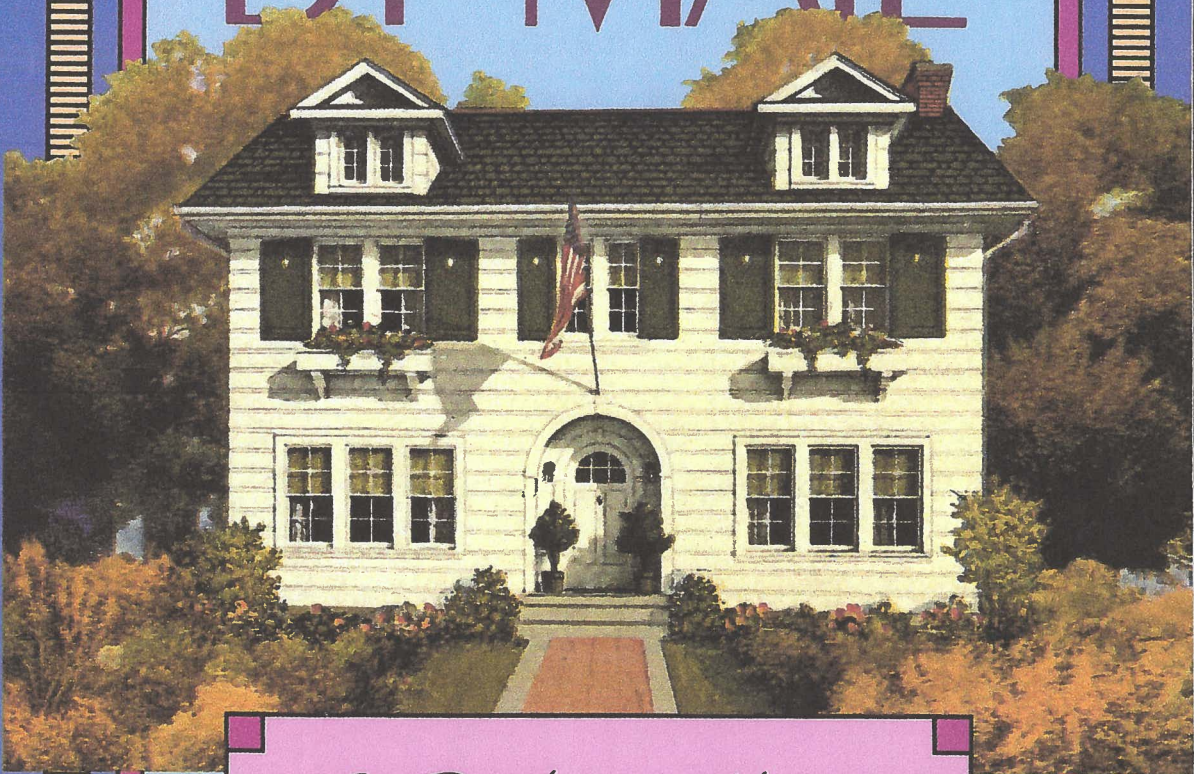
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Sears Kit House – The Kilbourne, 1922



KATHERINE COLE STEVENSON AND H. WARD JANDL

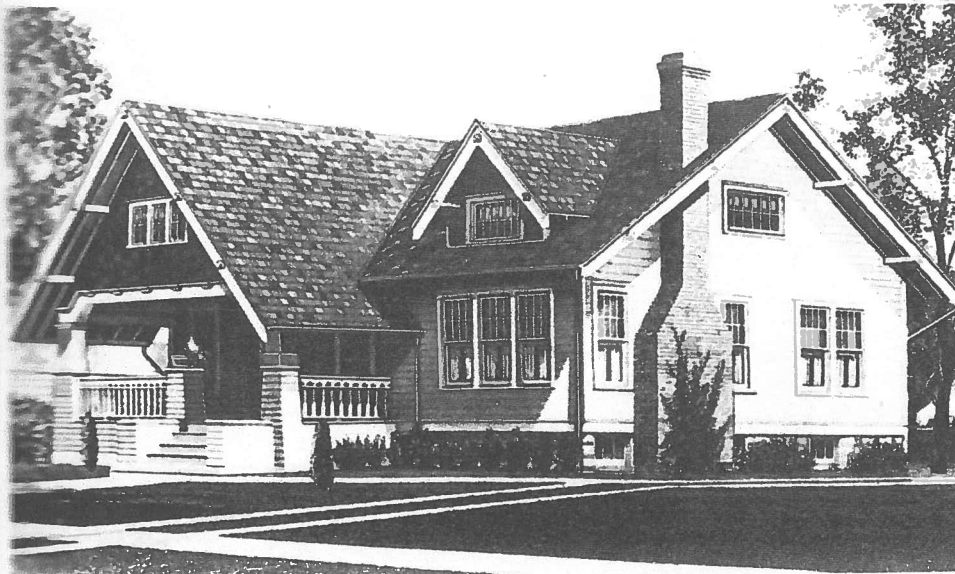
HOUSES BY MAIL



*A Guide to Houses
from Sears, Roebuck
—and Company—*

NATIONAL TRUST FOR HISTORIC PRESERVATION

THE KILBOURNE



\$1,746

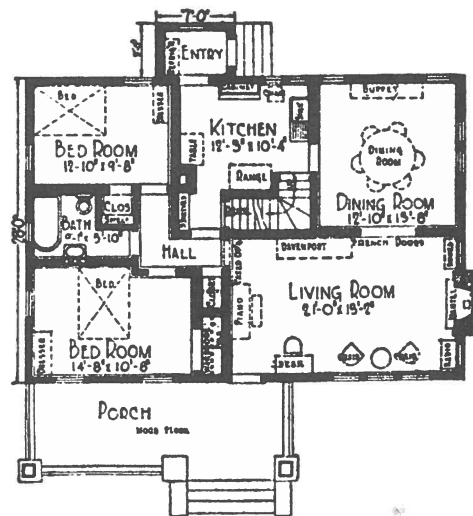
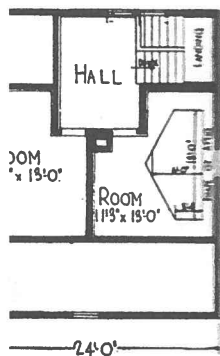
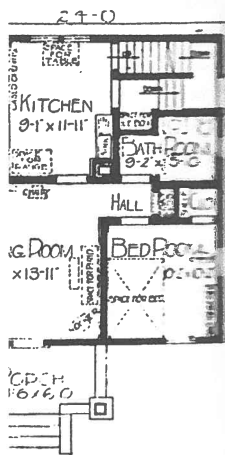
A customer who built the Kilbourne bungalow recently wrote to us as follows: "Our house has been the object of much admiration, not only from our friends but strangers, who in passing by will stop to look at the artistic front." The Kilbourne bungalow satisfies every family that has built it. Judge for yourself! The photograph and floor plan show the reason why the Kilbourne is such an outstanding value. See its sloping roof, the dormer, the overhanging eaves, the fireplace chimney, the large porch and the massive porch pillars!

Details and features: Five or eight rooms and one bath. Front porch with steeply pitched gabled roof supported by tapered piers; exposed roof rafter tails. Optional second floor; fireplace flanked by windows in living room; French door between living and dining rooms.

Years and catalog numbers: 1921 (7013); 1925 (17013); 1926 (P17013); 1928 (P17013); 1929 (P17013)

Price: \$2,500 to \$2,780

Location: St. Matthews, Ky.





what architectural style is the sears kit house kil X



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The Kilbourne

A steeper than usual roof pitch adds a bit of the English Cottage to an otherwise very **Craftsman-style bungalow** home. The facade is particularly handsome with the two forward gables and the large front porch and terrace.



Antique Home Style

<https://www.antiquehomestyle.com/plans/23sears-kilb...>

1923 Kilbourne Kit Home - Sears Honor Bilt Modern Homes

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Kit house

Kit houses, also known as **mill-cut houses**, **pre-cut houses**, **ready-cut houses**, **mail order homes**, or **catalog homes**, were a type of housing that was popular in the United States, Canada, and elsewhere in the first half of the 20th century.^[1] Kit house manufacturers sold houses in many different plans and styles, from simple bungalows to imposing Colonials, and supplied at a fixed price all materials needed for construction of a particular house, but typically excluding brick, concrete, or masonry (such as would be needed for laying a foundation, which the customer would have to arrange to have done locally). Some house styles, like log cabins and geodesic dome homes, are still sometimes sold in kit form.

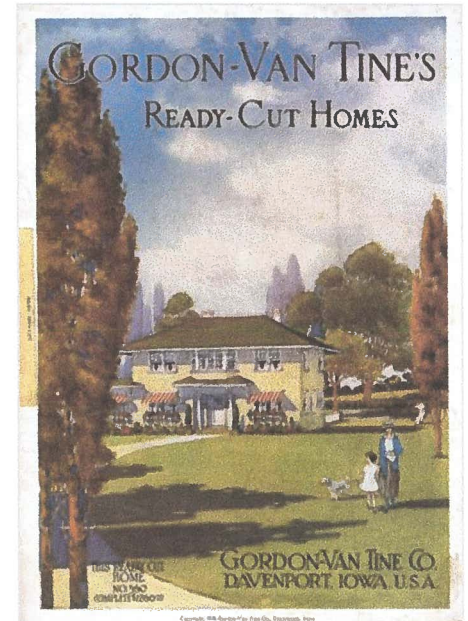
Design

Stick-built, balloon-framed kit houses were built as permanent, not temporary structures, as the manager of the Sears, Roebuck lumber department explained to a United States Senate committee in 1919:^[2]

A ready-cut house should not be confused with a sectional-portable house, which can be taken down and moved by being unbolted. A ready-cut house is a permanent house and the method of its construction is not different from any other frame house where the lumber is framed (or cut to its proper length, notched, etc.), by hand by carpenters.

Unlike modular homes and prefabricated houses, which are built in sections at a factory, in a kit house every separate piece of framing lumber shipped was already cut to fit its particular place in the house, thus eliminating the need for measuring and cutting, and likewise the waste of time (especially in the days before power tools) and of materials. The framing lumber pieces were labeled with a letter/number combo related to the dimension of wood, and this helped the builder identify where in the house that each piece went, with these identifying labels corresponding to information shown on the blueprints for the house.^[3] Thus, kit home manufacturers claimed to save the customer as much as 30 to 40 percent over traditional building methods.^{[4][5]} This description by researcher Dale Wolicki of kit house manufacture by the Gordon-Van Tine Company was typical of other kit house companies' efforts as well:^[5]

All designs were standardized to maximize efficiency and reduce waste in materials and labor. Lumber and hardware were purchased in bulk. The factories had skilled employees and special machines to cut difficult pieces such as rafters and staircases. Lumber was pre-



Cover of the 1916 catalog of Gordon-Van Tine kit house plans

cut to length, guaranteed to fit, ready to nail, and labeled for easy assembly. Floor joists and bridging, sub-flooring, finished flooring, studs, rafters, sheathing, clapboards, shingles, stucco, plaster or drywall, columns, railings, doors and windows, hardware, nails, and paint for two exterior coats were included in the order. Plumbing, electrical, and heating systems were available for an additional charge. Although the lumber and hardware were standardized, the designs were not, and buyers were encouraged to personalize their order. Many models had two or three floor plans, while the exterior could be clapboards, shingles, stucco, or framed for brick. Walls, windows, and doors could be moved, added or eliminated. Porches, sun rooms, flower boxes, trellises, balconies, built-in cabinets, and a variety of door and sash patterns were available at an additional charge.

Delivery and construction

Depending on the size and style of the plan, the materials needed to construct a typical house, including perhaps 10,000–30,000 pieces of lumber and other building material,^[4] would be shipped by rail, filling one or two railroad boxcars,^{[6][7]} which would be loaded at the company's mill and sent to the customer's home town, where they would be parked on a siding or in a freight yard for unloading. Once the materials arrived, a customer would arrange for a local carpenter or contractor to assemble the house on a piece of property owned by the customer; or a customer who was handy with tools might assemble all or part of the house himself in several weeks or a few months' time. Although most shipments came by rail, newspaper advertisements in the late 1920s and early 1930s showed Sears offering truck delivery to buyers living within a 35 mile radius of their Newark, New Jersey plant, or their Norwood, Ohio Sash & Door company.^[8]

The resulting houses were indistinguishable in quality and appearance from those built by traditional methods, if not better, yet were often significantly cheaper to build because of the savings on carpenters' and contractors' wages; and the cost of high-quality lumber bought from a large kit house company often was lower than at the local lumber yard. In addition, some companies, including Sears, Montgomery Ward, Gordon-Van Tine, and Harris Brothers, offered cash discounts

Harris Home No. M-1022
The Size 26 ft. x 34 ft. 4 Rooms and Bath

THE HOME shown here was designed to fill the ever-increasing demand for a cottage with two good sized bedrooms, bath, pantry, kitchen and combination dining and living room.

Probably you are not accustomed to a hall such as here designed. Really, this is a feature in the plan. Note how very handy you can reach every room. This room arrangement can be wonderfully improved with the grade door and cellar stairway addition as suggested in the plan. It is known and can be ordered extra as addition No. 2. By purchasing this home with addition (see Price List) you have an inside stairway to cellar, constructed the same as the house, well lighted and with glassed outside door.

Remember, we furnish the same high grade material on all our houses, all dimension stock spaced 16 inches on centers throughout (no exceptions) double doors and walls with building paper between. We also furnish, without extra charge, the cellar windows and door with complete frames and hardware, solid 6 x 6 girder posts, girders, downposts and accessories, also guaranteed painting and varnishing materials for a three-week job.

Do not overlook our free blue print plan offer. Write for them today.

FLOOR PLAN

A modest bungalow-style kit house plan offered by Harris Homes in 1920

The Home of Your Dreams

The Vernon

It is impossible to picture more the perfect survey of the Vernon on the plan. The plan will, with their reference to similar in fact the beauty of the perfect order of the symmetry and logical design of the architectural master plan, but made for the plan.

Now the real advantage of the arrangement is explained in each detail space through the plan may be added to great advantage in connection with the interior finish or color.

This arrangement is a pleasure to meet. The small stairs and a suitable of separate entrances and access arrangements will be provided here.

From a very close view we are amazed to find that the most distinctive of the modern home. Very good.

After you have studied this program fully, please call our plan department and give us all necessary knowledge of conditions as well as our instructions.

The Vernon is 34 feet by 48 feet. It has been built in a beautiful lot. Let us show you the plan which can be placed on your lot, with a \$1,000 cash saving.

Price and Terms
Specifications on Request
From \$1,000.00. Cash Payment
\$1,000.00 Down, Balance \$1,000.00
on 12 Months. Our Plan Book
contains and \$1.00. Plan, \$1.00
for Blue Print. All Plans and
any other, both dimensions, details,
specifications, and all other
\$10.00.00.

The Sterling Stamp on Your Home Means the Same as Your Silver

A Colonial Revival kit home offered by Sterling Homes in 1916

and generous mortgage terms.^[5] For most homeowners, the complete cost of building a kit house was about double the catalog price, allowing for the construction of a foundation and labor costs.^{[4][9]} The price of land or a city lot on which to build would be another expense.

Customization

In addition to their pre-cut houses, some companies also sold only the house plans (with the homebuyer purchasing all the materials locally) or non-pre-cut versions of their houses (at a lower price), leaving it up to the buyer to arrange for construction and carpentry work. According to the Sears Archives, "Sears actually encouraged builders of Modern Homes to save money by ordering their lumber from local lumber mills. Sears wanted Modern Homes to be cost-effective for buyers, which often meant purchasing materials locally and not from the few and geographically distant Sears lumber mills."^[10]

Furthermore, some companies would provide reversed versions of their homes or make other modifications upon request. For example,^[11]

Sears was ... a very able follower of popular home designs but with the added advantage of modifying houses and hardware according to buyer tastes. Individuals could even design their own homes and submit the blueprints to Sears, which would then ship off the appropriate pre-cut and fitted materials, putting the home owner in full creative control.

In addition, with some companies, homebuyers could choose the quality of materials. Gordon-Van Tine offered discounts for customers who chose lesser-quality siding, roofing, doors, windows, and trim. Sears offered "Honor Bilt" homes, with the finest quality materials, as well as "Standard Built" homes that were "best for warmer climates, meaning they did not retain heat very well,"^[11] and "Simplex Sectionals," made from prefabricated panels that could be bolted together, intended for use as temporary structures or summer homes.^[12]

Advertising

Kit houses were promoted through catalogs available at lumber yards and hardware stores, through the mail-order catalogs published by large retailers like Sears and Wards, and through advertisements in popular magazines and newspapers in those cities where kit home manufacturers had local sales



Cover of a 1922 catalog published by Gordon-Van Tine, showing building materials being unloaded from a boxcar

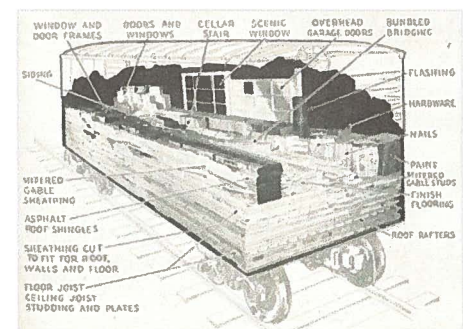


Illustration of kit home materials loaded in a boxcar from a 1952 Aladdin catalogue

offices. Dale Wolicki lists *Saturday Evening Post*, *National Geographic*, and *Good Housekeeping* as examples of nationwide magazines where Gordon-VanTine advertised.^[5] Prospective customers could arrange to inspect kit houses in their vicinity or visit a company's factory to tour model homes.^{[5][13]}

The ease of construction and cost savings of kit houses appealed to many would-be homeowners across the economic spectrum, from blue-collar workers to the affluent. For example, in 1928 Walt Disney and his brother Roy built two kit houses made by Pacific Ready Cut Homes on lots they owned in the Silver Lake neighborhood of Los Angeles.^[13]

The popularity of kit houses was attested in a roundabout way in the 1920 silent comedy *One Week* starring Buster Keaton, which shows Keaton constructing a build-it-yourself house that turns out all wrong.^[14]

Kit house companies

A number of companies offered kit houses, and sometimes also offered rudimentary "industrial" and summer cottages lacking bathrooms,^[15] as well as garages, duplexes, apartment buildings, barns and other farm buildings, and even outhouses.^[11]

Canada

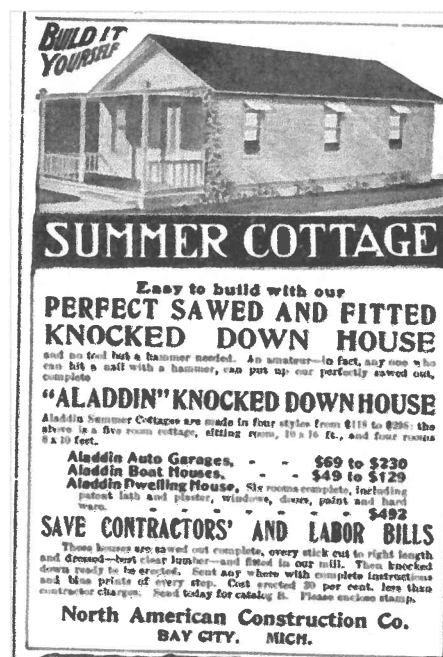
The largest sellers in Canada were:

- Canadian Aladdin Co. Ltd. – a branch plant, of the Michigan-based Aladdin Homes, the largest kit home seller in Canada, its Canadian headquarters were located in the Canadian Pacific Building, in Toronto. They operated across the whole of Canada, from 1905 to 1952. They were truly pre-cut, and need very little skill to assemble. They also featured high-quality lumber, and the company offered a refund of \$1 for each knot found in a kit.^[16]
- The T. Eaton Co. Ltd. – by far the most important mail-order general retailer in Canada in the early twentieth century, it was also a provider of house kits from 1910 to 1932. They were only available in Western Canada, not in Ontario or the East. Eaton's sold at least 40 different house plans, but the most common type was the 1½-storey, sometimes referred to as the semi-bungalow. In the 1919 and 1920 catalogues, all Eaton's houses were given a name starting in "Ea", thus, the Eatoncourt, Eastbourne, Easton, Eager, Earlswood, and Earls court. Although Eaton's houses were sold as kits, they were *not* pre-cut.^[16]
- Other smaller providers of mail-order kits included The B.C. Mills Timber and Trading Co., United Grain Growers, the University of Saskatchewan, and the Manitoba Agricultural College.^[16]

United States



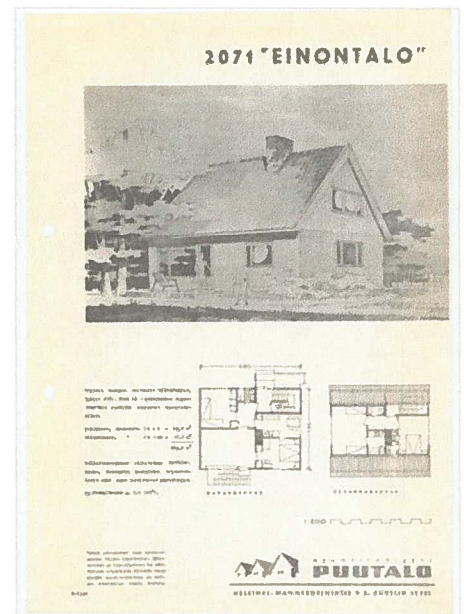
1915 magazine ad



Advertisement for knocked down kits for summer cottages, in *Popular Mechanics*, May 1908. These were lightly constructed dwellings, not meant to be lived in year-round.

Over 100,000 kit homes were built in the United States between 1908 and 1940.^[6] Companies offering kit houses during all or part of their corporate existence included:^[1]

- Aladdin Homes, Bay City, Michigan – 1906 to 1981^{[17][18][19][20]}
- Bennett Homes, North Tonawanda, New York – 1902 to 1935 or later^{[21][22][23][24]}
- Fenner Factory Cut Homes, Ready Built House Company, North Portland, Oregon – 1912 to 1928^[25]
- Gordon-Van Tine Homes, Davenport, Iowa, with additional plants in St. Louis, Missouri;^[26] Chehalis, Washington; Louisiana;^[27] and Hattiesburg, Mississippi – 1907 to 1947^{[5][23][28]}
- Harris Homes, Harris Brothers Company, Chicago, Illinois – 1913 to 1960^{[23][29][30]}
- Hewitt-Lea-Funck Company, Seattle, Washington^[31]
- Liberty Homes, Lewis Manufacturing, Bay City, Michigan – 1925 to 1973^{[23][32][33]}
- Pacific Ready Cut Homes, Los Angeles – 1908 to 1940^{[13][34][35][36]}
- Sears Modern Homes, Sears, Roebuck, Chicago – 1908 to 1940^{[12][37]}
- Sterling Homes, International Mill and Timber Company, Bay City, Michigan – 1915 to 1971^{[23][38][39]}
- Wardway Homes, Montgomery Ward, Chicago, Illinois – 1910 to 1931 (actual manufacture of homes was subcontracted to Gordon-Van Tine)^{[5][23][40][41]}



Ad for the "2071 Einontalo" manufactured by the Finnish company Puutalo during the 1950s.

Kit house companies left the business for various economic reasons before, during, and after the Great Depression; some went bankrupt, while others returned to their original function as suppliers of building materials. According to researcher Wolicki:^[42]

Contrary to popular belief Montgomery-Ward and Sears Roebuck did not discontinue their pre-cut housing departments because of customers who defaulted on their mortgages. The New Deal programs introduced by the Roosevelt administration encouraged homeowners to refinance existing mortgages at a lower rate through programs established by the Federal Housing Administration. Throughout 1934 and 1935, customers paid off their home mortgages with Sears and Montgomery Ward. Without the profitable mortgage program Montgomery Ward decided to discontinue its offerings of pre-cut houses and building materials entirely. Sears, Roebuck continued to sell pre-cut houses but scaled back their operations significantly.

Some kit house companies continued after World War II, but most homebuyers flocked to the new, inexpensive tract house subdivisions springing up across the country.^[23]

Although none of the traditional kit house companies are still in business, pre-cut log home and geodesic dome kits are offered by a number of manufacturers.^[43] Lindal Cedar Homes, a kit house company established in 1945 and headquartered in Seattle, Washington, continues to sell its pre-cut exterior materials home packages internationally through a network of independent distributors.^[44] And beginning in 2006, for a few years Lowe's supplied plans and materials (not pre-cut) for small stick-built homes called Katrina Cottages, with walls designed to withstand 140 mile-per-hour (223 kilometer-per-hour) winds, intended to provide temporary housing for Gulf Coast residents who had lost their homes to Hurricane Katrina.^{[45][46]} Initially offered through Lowe's stores in Mississippi and Louisiana, in 2008 Lowe's began offering the cottages at all of its stores nationwide.^[47] However, although initially "hailed as the new Sears & Roebuck house,"^[48] the program faced strong opposition from local governments in the Gulf Coast region who feared the cottages would lower property values, and by mid-2011, Lowe's had discontinued its product line.^{[49][50]}

Preservation

The Municipal District of Acadia, Alberta, has published a map of a self-guided driving tour of local catalogue houses.^[51]

See also

- Gordon-Van Tine Company Historic District
- Kit houses in Michigan
- Lustron house
- Leisurama
- MAN steel house
- Sears Modern Homes



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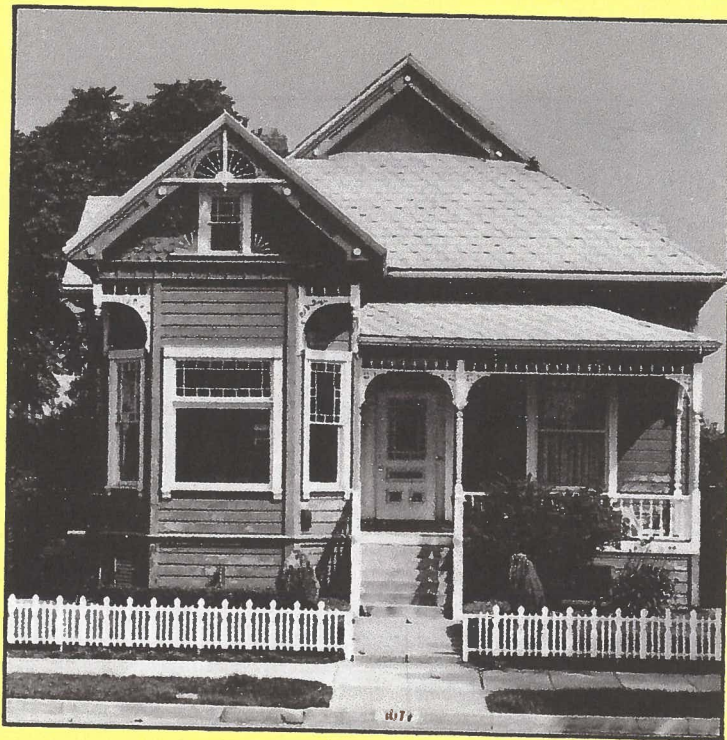
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A FIELD GUIDE TO AMERICAN HOUSES

THE GUIDE THAT ENABLES YOU TO IDENTIFY, AND PLACE IN THEIR HISTORIC AND ARCHITECTURAL CONTEXTS, THE HOUSES YOU SEE IN YOUR NEIGHBORHOOD OR IN YOUR TRAVELS ACROSS AMERICA—HOUSES BUILT FOR AMERICAN FAMILIES (RICH, POOR, AND IN-BETWEEN), IN CITY AND COUNTRYSIDE, FROM THE 17TH CENTURY TO THE PRESENT



VIRGINIA & LEE MCALESTER

low-pitched gabled roof (occasionally hipped) with wide, unenclosed eave overhang

roof rafters usually exposed

porches, either full- or partial-width, with roof supported by square columns

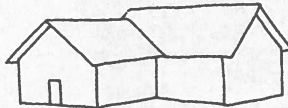


FRONT-GABLED ROOF



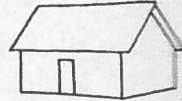
pages 456-7

CROSS-GABLED ROOF



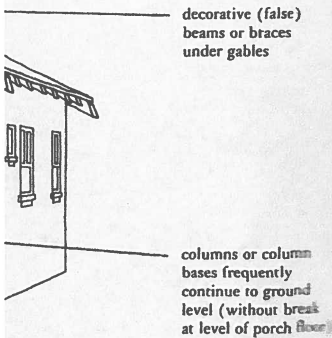
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SIDE-GABLED ROOF



pages 460-2

PRINCIPAL SUBTYPES



IDENTIFYING FEATURES

Low-pitched, gabled roof (occasionally hipped) with wide, unenclosed eave overhang; roof rafters usually exposed; decorative (false) beams or braces commonly added under gables; porches, either full- or partial-width, with roof supported by tapered square columns; columns or pedestals frequently extend to ground level (without a break at level of porch floor).

PRINCIPAL SUBTYPES

Four principal subtypes can be distinguished:

FRONT-GABLED ROOF—About one-third of Craftsman houses are of this subtype. Porches, which may either be full- or partial-width, are almost evenly divided between those sheltered beneath the main roof and those with separate, extended roofs. Most examples of this subtype are one-story, but one-and-a-half- and two-story examples are not uncommon; dormers are found in only about 10 percent of this subtype.

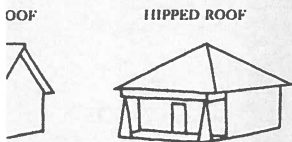
CROSS-GABLED ROOF—Cross-gabled examples make up about one-fourth of Craftsman houses. Of these, three-quarters are one-story examples; dormers occur on about 20 percent. Porches are varied, but by far the most common type is a partial-width, front-gabled porch, its roof forming the cross gable.

SIDE-GABLED ROOF—About one-third of Craftsman houses are of this subtype. Most are one-and-a-half stories high with centered shed or gable dormers. Porches are generally contained under the main roof, sometimes with a break in slope. Two-story examples commonly have added, full-width porches. This subtype is most common in the northeastern and midwestern states.

HIPPED ROOF—These make up less than 10 percent of Craftsman houses; they are almost equally divided between one- and two-story examples. This subtype is similar to some simple Prairie houses, which normally lack the exposed rafters and other typical Craftsman details.

VARIANTS AND DETAILS

PORCH ROOF SUPPORTS—Columns for supporting the porch roofs are a distinctive and variable detail. Typically short, square upper columns rest upon more massive piers, or upon a solid porch balustrade. These columns, piers, or balustrades frequently begin directly



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at ground level and extend without break to a level well above the porch floor. Usually the piers or columns have sloping (battered) sides. Materials used for piers, columns, and solid balustrades are varied. Stone, clapboard, shingle, brick, concrete, or stucco are all common; they frequently occur in combination.

ROOF-WALL JUNCTIONS—Among the most distinctive features of the style are the junctions where the roof joins the wall, which are almost never boxed or enclosed. The roof has a wide eave overhang; along *horizontal* edges the actual rafter ends are exposed, and at the rafter ends are added. These are sometimes cut into decorative shapes. Along the *vertical* or rake, edges, three or more beams (usually false) extend through the wall to the eave edge. These are either plain or embellished by a triangular knee brace.

OTHER DETAILS—Craftsman doors and windows are similar to those used in vernacular Prairie houses (see page 442). Dormers are commonly gabled, with exposed rafter ends and braces such as are found at the main roof-wall junction. The most common wall covering is wood clapboard; wood shingles rank second. Stone, brick, concrete block, and terra cotta are also used, most frequently in the northern and midwestern states. Secondary influences such as Tudor false half-timbering, Swiss balustrades or Oriental roof lines are also sometimes seen.

OCCURRENCE

This was the dominant style for smaller houses built throughout the country during the period from about 1905 until the early 1920s. The Craftsman style originated in California and most landmark examples are concentrated there. Like vernacular houses of the contemporaneous Prairie style, it was quickly spread throughout the country by pattern books and popular magazines. The style rapidly faded from favor after the 1920s; few were built after 1930.

COMMENTS

Craftsman houses were inspired primarily by the work of two California brothers, Charles Sumner Greene and Henry Mather Greene—who practiced together in Pasadena from 1893 to 1914. About 1903 they began to design simple Craftsman bungalows; by 1909 they had designed and executed several exceptional landmark examples that have been called the “ultimate bungalows.” Several influences—the English Arts and Crafts movement, an interest in oriental wooden architecture, and their participation in the manual arts—appear to have led the Greenses to design and build these carefully detailed buildings. These and similar residences were given extensive publicity in such magazines as the *Western Architect*, *The Architect*, *House Beautiful*, *Good Housekeeping*, *Architectural Record*, *Country Life in America*, and *Ladies' Home Journal*, thus familiarizing the rest of the nation with the style. As a result, a flood of pattern books appeared, offering plans for Craftsman bungalows; some even offered complete pre-cut packages of lumber and detailing to be assembled by local labor. Through these vehicles, the one-story Craftsman house quickly became the most popular and desirable smaller house in the country. High-style interpretations are rare except in California, where they have been called the Western Stick style. One-story vernacular examples are often called simply bungalows or the Bungaloid style.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4b

Title: Consideration of an amendment to Municipal Code Title 15, “Buildings and Construction”, Section 15.04.025 “2021 International Swimming Pool & Spa Code—Regulations adopted and modified” regarding Swimming Pool Safety Barriers

Presenter: Russell Colby, Community Development Director

Meeting: Planning & Development Committee

Date: July 8, 2024

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

Background

In response to a resident comment at the June 17, 2024 Council meeting, staff was asked provide information on code standards for pool safety barriers.

The resident referenced the “Private Swimming Pool Enclosure Act”. This State Act is proposed legislation from the 1990s that was not adopted, although it is referenced on various websites as if it was state law. The current state statute (attached) provides the City with the ability to adopt a barrier standard we deem appropriate, meaning that the City’s current adopted codes are not in conflict with the state statute.

Code Standard

The City regularly adopts updated versions of the International Building Codes, generally every 6 years. The current adopted codes are the 2021 edition, adopted by the City in 2022. The ability to use a Powered Safety Cover as the sole barrier for in-ground pools in St. Charles dates back to 2016, when the City adopted the 2015 set of International Codes.

The International Codes evolve over time based on industry standards for safety and construction. In recent years Powered Safety Covers have become an accepted safety standard. In order to meet the code, the pool cover must comply with the “ASTM F1346”, a standard developed by the ASTM International (American Society for Testing and Materials), an organization that develops and publishes technical standards for many products. This standard requires pool covers to support 485 pounds of weight.

The City has the ability to adopt local amendments to the International Code that are more restrictive or require additional measures, particularly with respect to safety regulation. The City has not previously created any local amendments for pool safety standards, and therefore there was no discussion of the topic when the codes were updated in 2016 and 2022. As new code editions have been adopted during the last few update cycles, the trend has been to eliminate existing local code amendments where practical, in order to more closely follow industry standards.

Neighboring Communities

Neighboring communities vary as to whether they allow a Powered Safety Cover as the sole barrier, and this is partly due to which edition of the International Codes they have adopted. Under codes prior to 2015, by default, fencing is required and could not be amended out of the adopted code.

Some jurisdictions with 2015 or later codes do allow for Powered Safety Covers as pool barriers. However, based on available permit applications, it is unclear how this standard has been applied in practice, and whether the jurisdiction approves permits for pools with Powered Safety Covers as the only barrier.

There are some municipalities that have adopted a local amendment to the 2015 or later codes that in effect requires fencing, including Geneva. See the attached list.

Option for Local Amendment to Require Fencing

Staff does not have a specific recommendation to change the code. Use of Powered Safety Covers is an accepted industry standard, however some jurisdictions in our area have chosen to still require fencing.

As with any construction or safety requirement, the safety measures are inspected at the time of permit, but whether it be a pool cover or a fence, the safety measures are only effective as designed if they are maintained properly by the property owner.

Fences have the benefits of:

- Providing an exterior access barrier, even while the pool is open and in-use
- Not relying on the user or owner to take any action to secure the exterior of the pool (assuming the fence gate/latch is operational)
- Not relying on power or mechanical operation to secure the exterior (other than the fence latch)

If the City decides to amend the code to require fencing for all in-ground pools, the code may create a cost disincentive for installation of a Powered Safety Cover.

Powered Safety Covers provide some benefits that fences do not, including:

- When closed, a full barrier that completely restricts access to the pool, and is designed to hold the weight of two adults and a child
- Maintenance benefits of keeping pools free from debris, reducing water evaporation, and insulating from water temperature loss
- Improved barrier protection for direct access from the house

Note regarding Interior Access to Pools

Discussion of this issue is focused on the perimeter fence around the exterior or outside of the pool, as a barrier to entry from off site or from the yard. For a pool located immediately behind a house and directly accessible from the house, there are also code standards that apply to access through doors from the house. This standard can be met by a fence, a Powered Safety Cover or a door alarm system. Other communities generally do not amend this standard, and staff would not recommend the City adopt any local amendments to this standard.

Attachments (please list):

State Statute and City Code
Comparison of nearby community regulations
2021 International Swimming Pool and Spa Code section on Barriers
Draft ordinance to amend the City Code

Recommendation/Suggested Action (briefly explain):

Provide direction and/or recommendation regarding an amendment to the City Code.

STATE STATUTE:

MUNICIPALITIES

(65 ILCS 5/) Illinois Municipal Code.

(65 ILCS 5/11-30-9) (from Ch. 24, par. 11-30-9)

Sec. 11-30-9. The corporate authorities may prescribe rules and regulations for the construction of privately owned artificial basins of water used for swimming or wading, which use or need external buttresses or which are dug into the ground, located on private residential property and intended for the use of the owner and guests.

The corporate authorities may by ordinance require the construction of fences around or protective covers over previously constructed artificial basins of water dug in the ground and used for swimming or wading, which are located on private residential property and intended for the use of the owner and guests.

(Source: P.A. 86-1470.)

CITY CODE:

Title 15 – BUILDINGS AND CONSTRUCTION

Chapter 15.04 - BUILDING CODE

15.04.025 - 2021 International Swimming Pool & Spa Code—Regulations adopted and modified.

The provisions of the 2021 International Swimming Pool & Spa Code issued by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478, not less than one (1) copy of which have been and are on file in the Office of the Clerk of the City of St. Charles, Illinois for more than thirty (30) days, together with the amendments listed herein, are hereby adopted.

Amendments to the 2021 International Swimming Pool & Spa Code:

1. Chapter 1 - Scope and Administration. The City has adopted a separate Administrative Code under the Municipal Code [Chapter 15.101](#).
 - a. Section 105.4.3 "Expiration - delete in its entirety.
 - b. Section 105.4.4 "Extensions - delete in its entirety.
 - c. Section 108.6. "Refunds - delete in its entirety.
 - d. Section 111 "Means of Appeal - delete in its entirety.
 - e. Section 112 "Board of Appeals - delete in its entirety.
 - f. Section 113.4 "Violation penalties - delete in its entirety.

([2022-M-30](#); § 1; Ord. No. [2016-M-16](#))

CODE STANDARDS OF NEARBY MUNICIPALITIES:

Is a Powered Safety Cover permitted as the sole safety barrier, based on adopted code?

Yes- Post-2015 codes- Allowed by code

Wayne
South Elgin
Kane County
DuPage County
West Chicago
Carol Stream
Warrenville
Sugar Grove

No- Post-2015 code- Amended out of the code

Geneva
North Aurora
Naperville
Wheaton
Bartlett

No- Pre-2015 Codes- No option to amend out of the code

Batavia
Elgin
Elburn
Campton Hills

303.1.2 Time switches. Time switches or other control methods that can automatically turn off and on heaters and pump motors according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- or waste-heat recovery pool heating systems.

303.1.3 Covers. Outdoor heated pools and outdoor permanent spas shall be provided with a vapor-retardant cover or other *approved* vapor-retardant means in accordance with Section 104.12.

Exception: Where more than 70 percent of the energy for heating, computed over an operating season, is from a heat pump or solar energy source, covers or other vapor-retardant means shall not be required.

303.2 Portable spas. The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP 14.

303.3 Residential pools and permanent residential spas. The energy consumption of *residential* swimming pools and permanent *residential* spas shall be controlled in accordance with the requirements of APSP 15.

**SECTION 304
FLOOD HAZARD AREAS**

304.1 General. The provisions of Section 304 shall control the design and construction of pools and spas installed in *flood hazard areas*.

[BS] 304.2 Determination of impacts based on location. Pools and spas located in *flood hazard areas* indicated within the *International Building Code* or the *International Residential Code* shall comply with Section 304.2.1 or 304.2.2.

Exception: Pools and spas located in riverine *flood hazard areas* that are outside of designated floodways and pools and spas located in *flood hazard areas* where the source of flooding is tides, storm surges or coastal storms.

[BS] 304.2.1 Pools and spas located in designated floodways. Where pools and spas are located in designated floodways, documentation shall be submitted to the *code official* that demonstrates that the construction of the pools and spas will not increase the design flood elevation at any point within the jurisdiction.

[BS] 304.2.2 Pools and spas located where floodways have not been designated. Where pools and spas are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool or spa and any associated grading and fill-

ing, will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

[BS] 304.3 Pools and spas in coastal high-hazard areas. Pools and spas installed in coastal high-hazard areas shall be designed and constructed in accordance with ASCE 24.

[BS] 304.4 Protection of equipment. Equipment shall be elevated to or above the design flood elevation or be anchored to prevent flotation and protected to prevent water from entering or accumulating within the components during conditions of flooding.

304.5 GFCI protection. Electrical equipment installed below the design flood elevation shall be supplied by branch circuits that have ground-fault circuit interrupter protection for personnel.

**SECTION 305
BARRIER REQUIREMENTS**



305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable *safety cover* complying with ASTM F1346 and swimming pools are equipped with a powered *safety cover* that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

305.1.1 Construction fencing required. The construction sites for in-ground swimming pools and spas shall be provided with construction fencing to surround the site from the time that any excavation occurs up to the time that the permanent barrier is completed. The fencing shall be not less than 4 feet (1219 mm) in height.

305.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7.

305.2.1 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.

4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

305.2.2 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

305.2.3 Solid barrier surfaces. Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

305.2.4 Mesh fence as a barrier. Mesh fences, other than chain link fences in accordance with Section 305.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.
2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.
3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102 mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall be not greater than 4 inches (102 mm) from grade or decking.
4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.
5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 305.3.
6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.
7. Mesh fences shall not be installed on top of onground *residential* pools.

305.2.4.1 Setback for mesh fences. The inside of a mesh fence shall be not closer than 20 inches (508 mm) to the nearest edge of the water of a pool or spa.

305.2.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1³/₄ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1³/₄ inches (44 mm) in width.

305.2.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1³/₄ inches (44 mm).

305.2.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 1³/₄ inches (44 mm). Where the fence is provided with slats fastened at the top and bottom that reduce the openings, such openings shall be not greater than 1³/₄ inches (44 mm).

305.2.8 Diagonal members. Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be not greater than 1³/₄ inches (44 mm). The angle of diagonal members shall be not greater than 45 degrees (0.79 rad) from vertical.

305.2.9 Clear zone. Where equipment, including pool equipment such as pumps, filters and heaters, is on the same lot as a pool or spa and such equipment is located outside of the barrier protecting the pool or spa, such equipment shall be located not less than 36 inches (914 mm) from the outside of the barrier.

305.3 Doors and gates. Doors and gates in barriers shall comply with the requirements of Sections 305.3.1 through 305.3.3 and shall be equipped to accommodate a locking device. Pedestrian access doors and gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

305.3.1 Utility or service doors and gates. Doors and gates not intended for pedestrian use, such as utility or service doors and gates, shall remain locked when not in use.

305.3.2 Double or multiple doors and gates. Double doors and gates or multiple doors and gates shall have not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device.

305.3.3 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

1. Where door and gate latch release mechanisms are accessed from the outside of the barrier and are not of the self-locking type, such mechanism shall be located above the finished floor or ground surface in accordance with the following:
 - 1.1. At public pools and spas, not less than 52 inches (1219 mm) and not greater than 54 inches (1372 mm).
 - 1.2. At residential pools and spas, not less 54 inches (1372 mm).
2. Where door and gate latch release mechanisms are of the self-locking type such as where the lock is operated by means of a key, an electronic opener or the entry of a combination into an integral combination lock, the lock operation control and

the latch release mechanism shall be located above the finished floor or ground surface in accordance with the following:

- 2.1. At public pools and spas, not less than 34 inches and not greater than 48 inches (1219 mm).
- 2.2. At residential pools and spas, at not greater than 54 inches (1372 mm).
3. At private pools, where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

305.3.4 Barriers adjacent to latch release mechanisms.

Where a latch release mechanism is located on the inside of a barrier, openings in the door, gate and barrier within 18 inches (457 mm) of the latch shall not be greater than 1/2 inch (12.7 mm) in any dimension.

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure serves as part of the barrier and where doors, gates or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be *listed* and labeled as a water hazard entrance alarm in accordance with UL 2017.
2. In dwellings not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located at not less than 54 inches (1372 mm) above the finished floor.
3. In dwellings that are required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.
4. In structures other than dwellings, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1220 mm) above the finished floor.
5. A *safety cover* that is *listed* and *labeled* in accordance with ASTM F1346 is installed for the pools and spas.
6. An *approved* means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.

305.5 Onground residential pool structure as a barrier.

An onground *residential* pool wall structure or a barrier mounted on top of an onground *residential* pool wall structure shall serve as a barrier where all of the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is

not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 305.2 and the pool manufacturer allows the wall to serve as a barrier.

2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 305.2.
3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 305.
4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
5. Barriers that are mounted on top of onground *residential* pool walls are installed in accordance with the pool manufacturer's instructions.

305.6 Natural barriers. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge not less than 18 inches (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

305.7 Natural topography. Natural topography that prevents direct access to the pool or spa area shall include but not be limited to mountains and natural rock formations. A natural barrier *approved* by the governing body shall be acceptable provided that the degree of protection is not less than the protection afforded by the requirements of Sections 305.2 through 305.5.

305.8 Means of egress. Outdoor public pools provided with barriers shall have means of egress as required by Chapter 10 of the *International Building Code*.

SECTION 306 DECKS

306.1 General. The structural design and installation of decks around pools and spas shall be in accordance with the *International Residential Code* or the *International Building Code*, as applicable in accordance with Section 102.7 and this section.

306.2 Slip resistant. Decks, ramps, coping, and similar step surfaces shall be slip resistant and cleanable. Special features in or on decks such as markers, brand insignias, and similar materials shall be slip resistant.

306.3 Step risers and treads. Step risers for decks of public pools and spas shall be uniform and have a height not less than 3 3/4 inches (95 mm) and not greater than 7 1/2 inches (191 mm). The tread distance from front to back shall be not less than 11 inches (279 mm). Step risers for decks of *residential* pools and spas shall be uniform and shall have a height not exceeding 7 1/2 inches (191 mm). The tread

City of St. Charles

Ordinance No. 2024-M-_____

An Ordinance Amending Chapter 15.04 “Building Code”, Section 15.04.025 “2021 International Swimming Pool & Spa Code - Regulations Adopted and Modified” of the St. Charles Municipal Code

BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois as follows:

SECTION ONE: That Title 15, “Buildings and Construction”, Chapter 15.04 “Building Code” of the St. Charles Municipal Code, Section 15.04.025 entitled “2015 International Swimming Pool & Spa Code-Regulations adopted and modified”, be and is hereby amended by adding the following Subsection “2. Chapter 3 – General Compliance”:

Amendments to the 2021 International Swimming Pool & Spa Code:

2. Chapter 3 – General Compliance.

- a. **Section 305.1 Barrier Requirements – General** – Delete and replace with the following: The provisions of this section shall apply to the design of barrier for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7. Swimming Pools shall comply with 305.2 through 305.7, regardless of the existence of a powered safety cover.

SECTION TWO: That after the adoption and approval hereof this Ordinance shall be printed or published in book or pamphlet form, published by the authority of the City Council.

Presented to the City Council of the City of St. Charles, Illinois this _____ day of _____, 2024.

Passed by the City Council of the City of St. Charles, Illinois this _____ day of _____, 2024.

Approved by the Mayor of the City of St. Charles, Illinois this _____ day of _____, 2024.

Ordinance No. _____

Page 2

_____, 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____