

#### PLAN COMMISSION / ZONING BOARD OF APPEALS AGENDA

Thursday, June 22, 2023	Frankfort Village Hall
6:30 P.M.	432 W. Nebraska Street (Board Room)

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes of June 8, 2023
- Preliminary/Final Development Plan: 15 Ash Street Building Addition Request: Preliminary/Final Development Plan for property located at 15 Ash Street, (PIN: 19-09-28-208-003-0000).
- 5. Final Development Plan and Preliminary/Final Plat of Subdivision: Misty Creek Request: Preliminary/Final Plat of Subdivision and Preliminary/Final Development Plan for Misty Creek, a 32-unit townhome development on approximately 9.7 acres located at the northwest corner of Laraway Road and 116<sup>th</sup> Avenue (PIN: 19-09-30-300-011-0000).
- 6. Public Hearing Continued from 5/11/23: 7654 W. Lincoln Highway Circle K Redevelopment (Ref #108) (CONTINUANCE OF PUBLIC HEARING TO 7/27/23 REQUESTED BY APPLICANT)

Request: Zoning Map Amendment (Rezoning) from the default ER Estate Residential District to the B-2 Community Business District (currently Will County C-2 Local Commercial District and C-3 General Commercial District) upon annexation; Special Use Permits for (1) an automobile fueling station, (2) accessory liquor sales, and (3) extended hours of operation (24 hours, 7 days per week); and requests for variations related to the front and rear building setbacks, depth of a landscape transition yard (along Route 30), quantity of plant materials in the landscape transition yard (along Route 30), signage, and cross-access (PIN: 19-09-24-101-029).

7. Public Hearing: 20855 S. La Grange Road Suite 100 - Edge Music Academy (WITHDRAWN BY APPLICANT)

Request: Special Use Permit for Indoor Entertainment to operate a music school at 20855 S. La Grange Road, Suite 100 in the B-2 Community Business District (PIN: 19-09-22-100-051-0000).

#### 8. Public Hearing: 10677 Yankee Ridge Drive – Morgan Residence Pergola (Ref#109)

Request: Variations from (1) from Article 5, Section D, Part 2(b)(1) of the Village of Frankfort Zoning Ordinance to permit the construction of a 288 square foot pergola, whereas 250 square feet is permitted, and (2) from Article 6, Section B, Part 1 of the Frankfort Zoning Ordinance, to allow an increase of the maximum impervious coverage from 40 percent to approximately 41 percent, in the R-2 Single-Family Residential District, for the property located at 240 Oak Street, Frankfort, Illinois (PIN: 19-09-20-452-013-0000).

#### 9. Public Comments

10. Village Board & Committee Updates

#### 11. Other Business

#### 12. Attendance Confirmation (July 13, 2023)

#### 13. Adjournment

All applicants are advised to be present when the meeting is called to order. Agenda items are generally reviewed in the order shown on the agenda, however, the Plan Commission/Zoning Board of Appeals reserves the right to amend the agenda and consider items in a different order. The Commission may adjourn its meeting to another day prior to consideration of all agenda items. All persons interested in providing public testimony are encouraged to do so. If you wish to provide public testimony, please come forward to the podium and state your name for the record and address your comments and questions to the Chairperson.

#### MINUTES



#### MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

#### June 8, 2023 – VILLAGE ADMINISTRATION BUILDING

#### 432 W. NEBRASKA STREET

Call to Order:	Chair Schaeffer called the meeting to order at 6:30 PM
Commissioners Present:	Chair Nichole Schaeffer, Brian James, Dan Knieriem, Paula Wallrich, Jessica Jakubowski, Will Markunas, David Hogan
Commissioners Absent:	None
Staff Present:	Director of Community and Economic Development Mike Schwarz, Senior Planner Christopher Gruba
Elected Officials Present:	Jessica Petrow (arrived at approximately 8:20 p.m. during the Olde Frankfort Mall agenda item discussion)

#### A. Approval of the Minutes from May 25th, 2023

Chair Schaeffer asked for discussion regarding the minutes. Commissioner Wallrich stated that she had several changes proposed and a copy of these edits were printed off for each commissioner.

**Motion (#1):** To approve the minutes from May 25<sup>th</sup>, 2023 as amended.

Motion by: Wallrich Seconded by: Knieriem

Approved: (5-0, Commissioners Hogan and Markunas abstained)

Chair Schaeffer swore in members of the public who wanted to provide testimony.

#### B. Public Hearing, continued from May 11, 2023: 8563 Stone Creek – Maida Residence

Chris Gruba presented the staff report.

The applicant Jordan Maida approached the podium. She stated that she had one correction to the staff report. She stated that this fence is behind her house not in front of her house.

Commissioner Markunas stated that it appears that there have been no changes to the fence or the plans since the last meeting.

Jordan Maida confirmed that is correct. She would like to proceed with her original request.

Chair Schaeffer asked if there were any initial questions or comments from the other members.

Commissioner Knieriem stated that he has no questions or comments.

Commissioner Markunas stated that he has no questions or comments.

Commissioner Jakubowski stated that she has no questions or comments.

Commissioner Hogan stated that he has no questions or comments.

Commissioner Wallrich stated that this is a large property and the rear yard is more than double the zoning requirement. There is no hardship.

Commissioner Hogan stated that he has no questions comments.

Motion #2: Close the public hearing.

Motion by: James

Seconded by: Jakubowski

Approved: (7-0)

Chair Schaeffer stated that she does not see that there is a hardship.

There was no further discussion.

**Motion (#3):** To recommend the Village Board approve the variation from Article 7, Section G, Part 1 of the Zoning Ordinance to permit installation of a 5' tall decorative fence within the required 30' front yard setback, on the property located at 8563 Stone Creek Boulevard, in accordance with the reviewed plans and public testimony.

Motion by: Knieriem Seconded by: Markunas

Denied: (6-1, Hogan voted in the affirmative)

Gruba noted that this item would likely proceed to the Village Board on June 20<sup>th</sup> for final action.

The Commission decided to reorder the agenda to review the public hearing for Sparks Coffee first and then 9232 Gulfstream Road Unit C afterwards.

#### C. Public Hearing: Sparks Drive-Through Coffee Shop – Hickory Creek Marketplace

Chris Gruba presented the staff report and summarized changes to the plans since the Village Board meeting.

The applicant Aliana Winkle and her architect Eric Pederson approached the podium.

Aliana Winkle summarized the changes to the plan.

Chair Schaeffer asked if there were any initial questions or comments from the other members.

Commissioner Knieriem stated that he has no questions or comments.

Commissioner Markunas stated that he has no questions or comments.

Commissioner Jakubowksi stated that she has no questions or comments.

Commissioner James stated that he has no questions or comments.

Commissioner Wallrich asked Ms. Winkle if this is her first of the ten proposed locations.

Alaina Winkle replied yes.

Commissioner Wallrich asked if there is any reason why the transformer can't be moved out of the landscape bed.

The project architect Eric Peterson stated that it needs to be closer to the building.

Commissioner Wallrich asked what is the transformer size.

Eric Pederson replied that it is a standard size.

Commissioner James stated that he has no questions or comments.

Chair Schaeffer asked if there is anyone in the audience wishing to provide testimony.

There was no response.

Motion #4: Close the public hearing.

Motion by: Knieriem

Seconded by: Jakubowski

Approved: (7-0)

Chair Schaeffer asked the other members if they have any questions for the applicant.

Commissioner Wallrich stated that there is less than a 1% slope at the far south end of the site near the public sidewalk, so that might be the perfect place to make a sidewalk connection. Steak-n-Shake provided a sidewalk.

Commissioner Wallrich asked staff how this building aligns with the existing building setbacks to the north and south.

Chris Gruba responded that they align very closely.

Commissioner Wallrich asked staff if the type of fence around the outdoor seating area matches that of the Mexican restaurant located in the same shopping center?

Chris Gruba replied that he is not sure.

Commissioner Wallrich asked about the purpose of the sidewalk located along the drivethrough lane curb.

Aliana Winkle explained that it is similar to Chic-fil-et where employees will take orders.

Commissioner Wallrich pointed out on the screen the potential location for a sidewalk connection to the public sidewalk along La Grange Road.

There was some discussion about the why the initial sidewalk connection was removed from the site plan based on discussion at the previous public hearing.

Commissioner James stated that he likes the inclusion of bike racks.

Commissioner Jakubowksi stated that she was out of town at the previous public hearing, but she agrees about the inclusion of the proposed bike racks.

There was some discussion about the location of the bike racks. There was consensus that they should remain close to the building.

Commissioner Knieriem asked the applicant if the building exterior will include full size brick.

Aliana Winkle replied yes.

Commissioner James stated that this is the last piece of the puzzle and fits in very well architecturally with the rest of the shopping center.

Commissioner Wallrich takes exception to the architecture and the building materials. She was with the Village during the review of the original Hickory Creek Marketplace PUD. The intent of a PUD is to "develop with a unified design, providing contiguity between the various elements". The goal is to have center look like it was built at one time by same developer despite the reality of it being built over time. Sparks does not reflect the theme of the center and most especially the outlots. All of our commercial centers have a unified design:

Frankfort Crossings (Jewel) - during the second phase we built a sample brick wall to make sure the brick matched.

Prairie Crossing (Kohl's) - all outlots have the same detail of stone medallions and common materials.

Frankfort Crossing (Aldi, Taco Bell) - these have the same arch and green shutters despite national branded architecture, and this is repeated across the street with dollar store.

Garden Gate (Culvers) - has the same fence design.

Hickory Creek Marketplace - all buildings have the same architecture, even the Steak-n-Shake building.

Even our office centers such as President's Row have matching architecture.

The north and south facades need to reflect the arches - like Steak-n-Shake. Cultured stone is only used on Emagine (formerly Dominicks) as an anchor. The anchor is allowed distinction, but the outlots on La Grange are supposed to have similar architecture to each other. The applicant can use the limestone block on bottom and change up the brick pattern, such as stacking, herringbone, running bond, etc. This is our last outlot, so why are we changing the requirements now? The use of black window frames is an issue as all other windows are anodized aluminum. The ladder on the outside is an issue. Every other fast-food establishment has their ladder located internally. With this proposal you can see the back of the parapet, which is awkward architecture and looks like fake facade. She stated that she appreciates the incorporation of the arches along the roofline of the building. She would like a photo of the brick sample placed adjacent to the existing brick in the shopping center for comparison. She would like this building to look just like the other outlots in terms of the stone base and the window frames and colors. Prairie Crossings, Frankfort Commons, Garden Gate, the Vineyards and other centers all have the same outlot architecture. She doesn't have an issue with the corrugated metal on the façade but doesn't like the flat edge top. She also does not think the red vertical stripe should be approved as it should be considered as additional area of wall signage.

Commissioner Wallrich asked if staff interpreted the sign regulations to include the red vertical stripe on the façade toward the wall signage allowance.

Chris Gruba stated that staff has not interpreted the sign regulations to include the red stripe.

Commissioner Wallrich stated that the edge of the canopy top/roof should be brick instead of metal. The outdoor ladder has not been provided in any other fast-food restaurant. It's not necessary. She likes the arch on the drive-up.

Chris Gruba asked Commissioner Wallrich about her concern about the height of the metal parapet on the north façade.

Commissioner Wallrich clarified that the height of those elements stick slightly above the parapet and can be seen from the back.

Commissioner Wallrich stated that the other outlot buildings have green awnings.

Commissioner Wallrich stated that she likes the articulation of the columns on the west side. Modifying the brick pattern would also be welcome.

Commissioner James stated that he has no comments.

Chair Schaeffer stated that she appreciates the changes to the plans. The applicant has met the intent of the PUD. She has no other comments on the site plan and elevations.

Chair Schaeffer stated that the next topic is traffic circulation.

Commissioner Wallrich stated that she agrees with the engineer that the south access should be a two-way; a landscape island should be added to identify that there is a oneway exit eastbound out of the drive-through circulation lane. A south two-way access would allow more direct access for a garbage truck. If they put landscape islands around the east side of the drive-up and narrow down the one-way running east at the south side of building, people would not head west from the two-way at the south entrance. Make the east parking stalls perpendicular, otherwise if it is not a two-way, they can use the east parking to go around the building.

Chair Schaeffer asked the other members for thoughts on the one way versus two-way south access.

Aliana Winkle stated they were seeking counterclockwise circulation for better safety.

Chair Schaeffer pointed out that the wall sign with the arrow on the east façade should point in the direction of the flow of the drive-through traffic.

Alaina Winkle agreed and stated that they will make that change.

Chair Schaeffer asked the other members if there were any other comments on the topic of traffic circulation.

Commissioner Markunas stated that he has no other comments on traffic circulation.

Chair Schaeffer asked the other members if there were any comments on loading.

There was no response from the other members.

Chair Schaeffer asked the other members if there were any comments on landscaping.

Commissioner Knieriem stated that the Landscape Plan meets code so there are no issues.

Commissioner Markunas stated that there was a lot of previous discussion related to landscaping. He just wants to see landscaping added around the trash enclosure as it's illustrated on Sheet A305, which shows more landscaping than the Landscape Plan (sheet L-1).

Commissioner James stated that he has nothing to add.

Commissioner Wallrich asked about the location of the junipers that are stated on the Landscape Plan. She can't find them.

Eric Peterson responded.

Commissioner Wallrich asked why are we waiving the 5-foot landscape requirement between the drive aisle and the parking area when of the 12 other fast-food drivethroughs in town, seven comply, two have fences for separation, two predate the ordinance requirements, and one is not next to a parking area.

Commissioner Wallrich asked why the honey locust located on the east side of the site and adjacent to the ring road for the shopping center is coming down. She would rather see that tree kept. She stated that the evergreens along the La Grange on the south end of the site are in bad shape block the view of the site. She would be open to trimming them back or removing them as long as they are replaced.

Aliana Winkle and Eric Pederson both stated that the sight visibility triangle may have been a concern when deciding to remove the 3 trees at the east side of the site, but they can take a look at it.

Chair Schaeffer asked if the lower branches of the Honey locust can be trimmed to allow that tree to remain.

Commissioner Hogan stated that he has nothing to add.

Chair Schaeffer asked the other members if there were any comments on lighting.

Commissioner Hogan stated that he has no issues with respect to lighting.

Commissioner Wallrich asked staff about the color of the light poles. Will they match in style?

Chris Gruba replied that the proposed light pole heads for Sparks Coffee may not exactly match the existing light pole heads in the rest of the plaza. This is because the existing light poles in the shopping center pre-date the widespread use of LED lights and that the older "shoebox" style fixtures may have housed sodium or mercury light bulbs. Manufacturers may no longer provide the "shoebox" light pole heads..

Chair Schaeffer asked the other members if there were any comments about signage.

Commissioner Knieriem stated that he has no comments with respect to signage. The applicant and her architect took the previous comments into account.

Commissioner Markunas stated that he has no comments with respect to signage.

Commissioner James stated that he thinks these (signs) will look cool.

Commissioner Wallrich asked staff if they reviewed the Sign Code in terms of wall sign distance from the walls?

Chris Gruba replied yes.

Chair Schaeffer asked the other members if there were any comments about engineering.

There was no response.

Chair Schaeffer restated the four zoning exceptions that were being requested.

Commissioner Wallrich asked if staff could include a condition that staff check the brick sample to confirm that the proposed brick and stone colors will match the existing outlot brick and stone colors. She would also like a similar condition added for lighting.

Chair Schaeffer replied yes.

Eric Pederson shared the building material samples with the PC/ZBA members. Chris Gruba stated that these conditions can be added to the Major Change motion.

**Motion (#5):** Recommend to the Village Board approval of a Major Change to the Hickory Creek Marketplace PUD for the proposed Sparks Coffee on Outlot 1E, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on:

- 1. Subject to final engineering approval;
- 2. The building exterior shall reflect standard brick instead of thin brick veneer;
- 3. Landscaping be added around the trash enclosure as illustrated on Sheet A305;

- 4. A brick sample shall be submitted for staff review to confirm that the proposed brick and stone colors will match the existing outlot brick and stone colors; and,
- 5. Light fixture and pole details for the proposed parking lot lights shall be submitted for staff review to confirm color consistency with the existing parking lot lights;

and the Major Change to the Hickory Creek Marketplace PUD for the proposed Sparks Coffee on Outlot 1E, shall include the following exceptions:

- 1. Reduced trash enclosure setback of 5' (10' required from any lot line);
- 2. Relief from required 5' wide landscape bed adjacent to drive through lanes;
- 3. Relief from the required sidewalk connection from the building to the existing sidewalk along La Grange Road; and,
- 4. Relief from the Landscape Ordinance's requirement of installing 1 landscape island or "finger" every 10 parking spaces.

Motion by: Markunas Seconded by: Knieriem

Approved: (6-1, Wallrich dissenting)

**Motion (#6):** Recommend to the Village Board approval of a Special Use Permit to allow a carry-out restaurant use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Knieriem Seconded by: James

Approved: (7-0)

**Motion (#7):** Recommend to the Village Board approval of a Special Use Permit to allow drive-up service windows associated with a permitted use on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Knieriem Seconded by: James

Approved: (7-0)

**Motion (#8):** Recommend the Village Board approve a Special Use Permit to allow outdoor seating associated with a permitted restaurant on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Hogan Seconded by: Jakubowski

Approved: (7-0)

**Motion (#9):** Recommend the Village Board approve a Special Use Permit to allow extended hours of operation (5:30 am - 8 pm, Monday through Saturday and 6 am - 6 pm on Sundays) on the property located at Outlot 1E in Hickory Creek Marketplace, in accordance with the reviewed plans, public testimony, and Findings of Fact, conditioned on final engineering approval.

Motion by: Markunas Seconded by: James

Approved: (7-0)

Chris Gruba noted that this project would likely continue to the Village Board on June 20<sup>th</sup> for final action.

#### D. Public Hearing: 9232 Gulfstream Road, Unit C – 86 Degrees Auto Group LLC

Mike Schwarz presented the staff report.

The applicants, Yaxin Yu and her husband and business partner Mufei "Murphy" Han, approach the podium. They said they would be selling used cars only.

Commissioner Markunas asked if the business is all conducted online or if people come to the location to view cars. He asked if there would be "walk-in" sales. Mr. Han replied that there are times when online customers want to visit the site to inspect vehicles before sales, and that there may also be some walk-in customers. He did note that most sales are conducted online. He said that this would be a new business for them.

Commissioner James asked if their business would require a car trailer to tow vehicles to the site. Mr. Han responded no. He added that they usually obtain most of their cars from the Manheim Auto Auction and drive them to their warehouse.

Commissioner Wallrich asked if they planned to do any auto repair or body work. Mr. Han responded no.

Motion (#10): Close the public hearing.

Motion by: Jakubowski Seconded by: Wallrich

Approved: (7-0)

Commissioner Knieriem asked if there would be any cars parked in the striped parking lot. Mr. Yu responded no. Mike Schwarz asked the Commission for their preference for screening the outdoor storage area. Commissioner Markunas said that he preferred mesh screening over slats and the other members agreed.

<u>Motion (#11):</u> Recommend that the Village Board approve the request for a Special Use Permit for automobile sales in the I-1, Limited Industrial District, for the property located at 9232 Gulfstream Road, Unit C, Frankfort, Illinois (PIN: 19-09-34-326-015-1003), in accordance with the submitted plans, public testimony and Findings of Fact, and subject to the following conditions:

- 1. There shall be no sales inventory vehicles displayed and/or stored in the existing exterior striped parking spaces.
- 2. The applicant and/or the property owner shall install mesh screening on the existing chain-link fence that encloses the outdoor storage area, prior to occupancy of Unit C.

Motion by: James Seconded by: Wallrich

Approved: (7-0)

#### E. Public Hearing: 15 Ash Street – Olde Frankfort Mall, Proposed Building Addition

Chris Gruba presented the staff report.

Chris Tokarz, the project architect, provided a PowerPoint presentation.

Chair Schaeffer swore in the applicants Michael Shideler and Joe Napoli who arrived late.

Chair Schaeffer asked the other members if they have any questions for the applicant.

Commissioner Knieriem stated that he does not have any initial questions.

Commissioner Wallrich stated that Linden Group is one of her favorite architects. She asked the applicants if the bowling alley is staying or going.

Joe Napoli stated that it is staying.

Commissioner Wallrich asked if the second and third floor multi-family units will be condominiums or rentals.

Joe Napoli replied that they intend to plat the residential units as condos but may ultimately rent them. The commercial tenant spaces will be leased.

Commissioner Wallrich stated that it is their choice on owner versus rental but not having unit owners can mean losing control over property maintenance.

Commissioner Wallrich asked the applicants if they have drafted any rules about balcony usage.

Michael Shidler stated that the covenants are basic at this point but staff reviewed the draft and added some comments about usage and storage.

Commissioner Hogan stated that as condos there would be an HOA.

Chris Tokarz replied that this is correct. Each balcony will also have sconce lighting.

Commissioner Wallrich stated that grills, lawn furniture, etc. are all concerns.

Chris Gruba stated that although the Village has not typically enforced conditions, covenants and restrictions, specific elements or regulations of the CC&R's could be added as conditions of approval of the Special Use Permit for the PUD as a way to allow enforcement by the Village.

Commissioner Wallrich stated that she agreed.

Commissioner Wallrich asked about the transformer location.

Chris Tokarz stated that the location of the transformer is really a discussion for ComEd.

Commissioner Wallrich suggested that Chris Tokarz check to see if the Village's franchise agreement with ComEd provides any direction on the transformer location.

Commissioner Wallrich asked the applicants about the location of parking for residents.

Michael Shideler stated that they have had discussions with other property owners and would like to secure an off-site lease for resident parking.

Commissioner Wallrich asked the applicants about the location for the mailroom and package drops.

Chris Tokarz stated that this will be somewhere within the common area of the building.

Commissioner Wallrich asked if there will be rooftop screening for HVAC mechanical units.

Chris Gruba stated that the applicant provided manufacturer specifications for several types of rooftop screening but he defers to the applicant as to which of these types they are choosing.

Chris Tokarz stated that the mailroom and package drop area will probably be in the loading area vestibule. They also have storage in the basement if necessary.

Commissioner Wallrich asked if the building will include bike storage and where this would be located.

Chris Tokarz replied that the bike storage would be within the basement as it is very large.

Commissioner Wallrich asked the applicants to confirm that only one of the residential units doesn't have a balcony.

Chris Tokarz stated that is correct.

Commissioner Wallrich asked if they will allow pets in the residential units.

Michael Shideler replied yes.

Commissioner Wallrich stated that she has concerns about what Breidert Green will look like if pets are allowed.

Commissioner Wallrich asked the applicants if all of the existing businesses would remain open during and after construction.

Michael Shidler replied yes, they are doing their best to accommodate.

Commissioner Wallrich asked if there would be any artificial plants in the landscape planters.

Michael Shidler replied no, there will be all live plant materials with annual color.

Commissioner Wallrich asked if there will be any potted plants in the right-of-way on Kansas Street.

Chris Tokarz replied yes, at the corners. Once the design for the outdoor seating is finalized, the planters will match.

Commissioner Wallrich stated that it is a beautiful building, but she is worried about the balconies.

Chris Gruba displayed the slide with the HVAC mechanical unit screening details.

Chris Tokarz explained that they usually go with metal screening with a custom color to match their rendering.

Commissioner James stated that it is great to see the evolution of the project and plans. He added that it is great to have future residents living there and enjoying their balconies. The size of these units are reasonable. He wants the applicants to confirm that the path around the building will be ADA accessible. Chris Tokarz replied that it will be fully accessible.

Commissioner Jakubowski stated that the building looks great.

Commissioner Markunas stated that he likes the removal of the rooftop deck. He also had a concern about the width of the pathway adjacent to the outdoor dining.

Chris Tokarz confirmed that code will be met.

Michael Shideler stated they actually shifted and narrowed the location of the outdoor dining to accommodate ADA circulation, which is seen on the Architectural Site Plan but not on the Landscape Plan.

Commissioner Knieriem stated that the building looks great and every time they come back it gets better.

Commissioner Schaeffer thanked the applicants for listing to the PC/ZBA feedback.

Chair Schaeffer asked the applicants if this project is approved, when do they anticipate construction.

Michael Shideler stated that it is hard to predict but they will do everything they can to avoid the Fall Fest dates.

Chair Schaeffer asked if the other members if there should be any conditions to be added if the applicants elect to have rental versus owner occupied residential units.

Commissioner Wallrich suggested that the concerns can be stated in the minutes.

Commissioner Markunas stated that he prefers a condition over statements in the minutes.

Commissioner Wallrich asked the applicants if there is any desire to restrict smoking on the balconies.

There was a brief discussion among the members about the potential to add a condition that would prohibit smoking on the private balconies but there was no consensus.

Michael Shidler stated that is what staff provided and they used this as an example.

Chris Gruba stated that the Village board can add or take away from the conditions.

There was some discussion about adding the CCR's as a condition.

Michael Shidler stated that they prefer more control over the balconies versus less.

Chair Schaeffer asked if there was anyone in the public who wishes to speak.

Charlie Kaminsky approached the podium. She stated that she owns the property to the south. She stated that this is magnificent. But she needs to have the Village look at adding more parking. She owns a parking lot for her tenants that show allows the applicants' tenants to use. Parking demand does mean that you have a successful downtown. Please pay attention to parking. Maybe Michael Shidler can obtain parking leases on other nearby properties.

Mike Cartolano approached the podium. He stated that he believes it is the job of the PC/ZBA to make sure there is sufficient parking in the Downtown. This is a great project, but the Village needs to make sure that 18 additional car spaces are accommodated for the proposed residential units. Also, the recently approved the building for 7 N. White Street took away parking.

Deborah Hardwick approached the podium. She stated that she has lived in town since 1986. She has watched everything change along Kansas Street. She stated that the property at 7 N. White Street was always meant to be developed. She is glad that it didn't go two stories even though it should have been two stories. She thinks the proposed residential tenants will park in the public spaces and there should be a timed parking restriction on Kansas Street. She realizes that PC/ZBA does not control parking but maybe some type of parking sticker or permit should be utilized. It's public information that the bowling alley is going to close. If that changes over to something else, would they have to come back here?

Chris Gruba stated that the project involved the creation of a new PUD. PUD's are approved conditioned upon "the approved plans and public testimony". If the bowling alley was removed after approval of the PUD, which would change the floor plans, the applicant may need to return to the PC/ZBA and Village Board to obtain approval of a Major Change to the PUD. However, this question may require consulting the Village attorney to be absolutely certain

Commissioner Hogan stated that on the first-floor plan behind the restaurant there is some type of event center.

Chris Tokarz stated that this is a banquet room for the restaurant tenant.

Michael Shidler stated that the use of this space could change.

Lea Riley approached the podium. She stated that she lives at 30 W. Bowen Street. The bowling alley is a rare gem and wants it on record that the bowling alley is a historic thing. All her kids had parties at the bowling alley, and it is a relic in town. She asked about the balconies and what will be on them.

Chris Tokarz explained that they will be metal balconies with decorative rails and will have a steel channel floors with no openings. They have a solid bottom.

Lea Riley asked if there will be electrical outlets on the balcony.

Chris Tokarz said that the Code requires electrical outlets at all balcony doors.

Lea Riley stated that she wants it on record that parking is a big thing downtown. Adding people and businesses will require more parking and there should be a dedicated parking lot for these uses.

Marie Smith owner of the Frankfort Bowl approached the podium. She stated that the bowling alley is staying open. She stated that the AMS 8230 machines are not being made anymore. There are no mechanics to maintain these machines. At some point there will be no parts to fix these machines. When they start breaking there will be no more putting them back together again. She fixes them herself. Her mechanic states these machines cannot last another 20 years.

Commissioner Wallrich stated that her father in-law used to work up there and maybe they could go back to hand-setting the pins.

Lea Riley asked about the existing drainage along the south side of the building.

Michael Shidler stated they are going to fix the drainage issues.

Lea Riley asked if new parts could go into the old machines.

Mary Smith replied no.

Kristin Sch(?) likes the project. She is concerned about parking. The Village should consider time-limited parking. She wants to work with Michael Shidler and Joe Napoli on the timing of the construction.

Motion (#12): Close the public hearing.

Motion by: Knieriem Seconded by: Jakubowski

Approved: (7-0)

Chair Schaeffer stated that she would like to go through the staff report topics.

Chair Schaeffer asked if there were any comments on land use. There was consensus that there were no issues.

Chair Schaeffer asked if there were any comments on the Site Plan. There was consensus that there were no issues.

Paula Wallrich stated that on Page 6 the residential unit size has a discrepancy with Page 3 for Unit 304.

Chris Gruba stated that Unit 303 is proposed at 970 square feet and Unit 304 is proposed at 945 square feet.

Chris Tokarz stated that stated the square footage figures are gross square footage. He added that walls could change to flip-flop a one bedroom to a two bedroom, etc.

Chair Schaeffer asked if there were any comments on the Floor Plan. There was consensus that there were no issues.

Chair Schaeffer asked if there were any comments on the architecture.

Commissioner Wallrich asked about the wrapping of the addition to the existing building.

Chris Tokarz stated there is quite a bit of detail depicted on the Building Elevations.

Chris Tokarz showed the members the material and color samples.

Chair Schaeffer asked if there were any comments on the topic of parking.

Commissioner Wallrich asked about the 2016 Sam Schwartz Parking Study.

Chris Gruba explained that he provided a map attached to the staff report that updated and corrected some minor numerical errors for existing parking numbers in the 2016 Sam Schwartz Parking Study.

Commissioner Wallrich asked staff if the parking study finding would change based on the numerical errors that he discovered. Was there a net loss of existing parking?

Chris Gruba stated that there was about a 5 space net loss based on the corrected counts.

Commissioner Wallrich stated that it would be good to note this in the minutes.

Commissioner James stated that it would be in the best interest of the applicants to find parking spaces to lease for their future residents.

There was some discussion about any potential condition about parking.

Mike Schwarz stated that if there is a future Plat of Condominum to allow for the sale of the proposed multi-family residential unit, a condition could be added regarding residential parking to be provided off site within a specified time frame, such as prior to occupancy of the first unit.

Chris Tokarz stated that unlike the 7 N. White Street project, which doesn't yet exist, this project has a building that already exists. They are just adding to it and the 2016 Sam Schwartz study took this into account.

Chair Schaeffer asked if there were any comments on the Landscape Plan. There was consensus that there were no issues.

Chair Schaeffer asked if there were any comments on the lighting. There was consensus that there were no issues.

Chair Schaeffer asked if there were any comments on the signage. There was consensus that there were no issues.

Chair Schaeffer asked if there were any comments on the fencing for the outdoor seating. There was consensus that there were no issues, but that the style, height, and color should match that of Fat Rosie's, Francesca's and Trail's Edge.

Chair Schaeffer asked if there were any comments with respect to the Comprehensive Plan. There was consensus that there were no issues.

<u>Motion (#13):</u> Recommend to the Village Board to approve the Special Use Permit for a Planned Unit Development, for the Olde Frankfort Mall Addition, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned on:

- 1. Subject to final engineering approval;
- 2. Revising the Landscape Plan to match the Site Plan (Sheet P-2);
- 3. That the outdoor seating fencing shall match the height, design and materials of Fat Rosie's, Francesca's and Trail's Edge;
- 4. That any sections of public sidewalk damaged during construction shall be replaced;
- 5. That the landscape planters include live plant material only; and
- 6. That there shall only be outdoor seating furniture on the balconies; and

The proposed Olde Frankfort Mall Planned Unit Development shall include the following exceptions:

- 1. Front Yard of Kansas Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(1));
- 2. Corner Side Yard of Ash Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(2));
- 3. Corner Side Yard of White Street shall be landscaped; none proposed (Article 6, Section C, Part 3 (g)(2));
- 4. Minimum 10' Corner Side Yard setback required from Ash Street, with 3' 8 <sup>1</sup>/<sub>2</sub>" proposed (Article 6, Section C, Part 1);
- 5. Minimum 10' Corner Side Yard setback required from White Street, with 0' proposed (Article 6, Section C, Part 1);
- 6. Minimum 5' Side Yard setback required from the south property line, with 0' proposed (Article 6, Section C, Part 1);

- 7. Maximum building height of 35' is permitted, with 45' 4" proposed (Article 6, Section C, Part 1);
- 8. Relief of all required off-street parking for a building within the H-1 zone district (Article 6, Section C, Part 3 (g)(6));
- 9. Relief of all required off-street loading (Article 7, Section B, Part 4); and,
- Light levels exceed 0.5 foot-candles along all property lines (Article 7, Section E, Part 3).

Motion by: Markunas Seconded by: Wallrich

Approved: (7-0)

**Motion (#14):** Recommend to the Village Board to approve a Special Use Permit for a full-service restaurant with liquor sales for Tenant 01, in accordance with the reviewed plans, public testimony and Findings of Fact.

Motion by: James Seconded by: Jakubowski

Approved: (7-0)

**Motion (#15):** Recommend to the Village Board to approve a Special Use Permit for outdoor seating associated with a permitted restaurant for Tenant 01, located within the rights-of-way of both Kansas Street and Ash Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon obtaining a lease agreement with the Village for use of public right-of-way for outdoor dining.

Motion by: Markunas Seco	onded by: James
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Approved: (7-0)

<u>Motion (#16)</u>: Recommend to the Village Board to approve a variation to waive all required off-street parking associated with the existing building and proposed addition, in accordance with the reviewed plans, public testimony, and Findings of Fact, and conditioned upon the applicant working with staff to locate two (2) decorative bicycle racks off-site from the subject property.

Motion by: Markunas Seconded by: Jakubowski

Approved: (7-0)

**Motion (#17):** Recommend the Village Board approve the Preliminary/Final Plat of Resubdivision for 15 Ash Street, in accordance with the reviewed plans, public testimony, and Findings of Fact, and subject to any technical revisions prior to recording and conditioned on final engineering approval.

Motion by: James

Seconded by: Markunas

Approved: (7-0)

#### F. Public Hearing: 15 Ash Street – Grounded Coffee

Chris Gruba presented the staff report.

Chair Schaeffer asked if there were any initial questions or comments from the other members.

There was no response.

Motion (#18): Close the public hearing.

Motion by: James Seconded by: Jakubowski

Approved: (7-0)

**Motion (#19):** Recommend the Village Board approve a Special Use Permit for outdoor seating associated with a permitted restaurant on the property located at 15 Ash Street (for the business located at 19 Ash Street), in accordance with the reviewed plans, public testimony and Findings of Fact, with the condition that if the outdoor seating area is replaced with a building addition, this Special Use Permit will become null and void.

Motion by: Markunas Seconded by: Knieriem

Approved: (7-0)

#### G. Workshop: 240 Oak Street – Musard Residence Rear Addition

Mike Schwarz presented the staff report.

The applicant, Lara Musard, approached the podium.

Chair Schaeffer ask the Commission for general comments.

Commissioner Wallrich asked about the location of the tree that was referred to. Schwarz responded that it in the back yard adjacent to the sunroom.

Ms. Musard said that her father would be moving into the house addition and that he's not disabled but he is getting older. She said that she wanted to preserve the house's midcentury architecture by placing the addition as proposed. She mentioned that her husband is disabled and that they've been at the house for 11 years. She said that the house addition would eventually be for her mother when the time comes. Commissioner Knieriem asked the applicant if she uses the garage for parking cars. The applicant responded yes. Commissioner Knieriem said that he drove by the site and happened to run into the neighbor that lives behind the applicant's house, to the west. He asked the neighbor if they had any concerns about the Musard's house addition and they responded that they weren't concerned.

Commissioner Markunas said that he did not have any concerns about the proximity of the addition to the rear yard and side yard.

Commissioner James said that he thought that any addition to the house anywhere on the property would likely require a variation unless it was a very narrow addition. He said that the addition could possibly be placed at the southwest corner of the house instead. Ms. Musard responded that such location of the addition would enclose the kitchen area.

Commissioner Wallrich asked if the addition were placed in the southwest corner, that access to the new living area would have to be through the kitchen. The applicant responded yes.

Commissioner James asked staff if the house addition could one day turn into a separately rented apartment unit. Schwarz responded that the addition, as proposed, is still considered part of the house as one single-family dwelling. Commissioner Wallrich said she had the same concern, that if the house were sold, would the new owners rent out the house addition as a separate dwelling unit.

There was some discussion as to whether the existing alley behind the house could be vacated since it's grassed and not paved. The applicant expressed an interest in vacating the alley and selling half to each abutting property. Commissioner Wallrich said that there is an alley study that was conducted by the Village. Schwarz said that per State law, a public hearing must be held to vacate the alley and that an appraisal would need to be obtained before any potential sale of Village property.

Commissioner Wallrich asked if the two lots to the north of the applicant's property are both owned by the same person. The applicant responded yes. Commissioner Wallrich asked if the vacant lot immediately to the north is a buildable lot. Commissioner Jakubowski said that she may have sold the house to the north as a real estate agent and that the vacant lot is not buildable. Schwarz said that variations would be required for lot width and area to allow the vacant lot to the north to be buildable.

Commissioner Wallrich said that she'd like to include in the Findings of Fact that staff illustrated that there would be no other conforming location for the addition to be placed.

Chair Schaeffer asked that staff investigate options for vacating the alley, but that the sale could be at a later time and not connected specifically to the proposed project.

Ms. Musard asked the Commission for suggestions on how to mitigate their concerns of the addition being used as a separate rental property. There was a brief discussion about the need to provide a door from the existing home directly to the proposed addition, rather than the proposed garage-only access as currently depicted on the submitted partial Floor Plan.

#### H. Public Comments

There were no public comments.

#### I. Village Board & Committee Updates

Mike Schwarz said that the following PC/ZBA items were approved by the Village Board at its regular meeting on June 5, 2023: Several variations and a Plat of Resubdivision for a proposed new home at 99 N. White Street, a Special Use Permit for personal services for Sage Salon located at 20500 S. La Grange Road Unit 6A, and a Special Use Permit for motorcycle sales and service for Nerradical Ridez, LLC located at 9503 Gulfstream Road Unit A.

#### J. Other Business

Commissioner Wallrich said that the Plan Commission could expedite motions for closing the public hearing by simply calling for a voice vote and not a roll call vote. Chris Gruba said that he'd believed that was correct but would confirm.

#### K. Attendance Confirmation (June 22<sup>nd</sup>, 2023)

Chair Schaeffer asked the members of the Plan Commission to notify staff if they know they would not be able to attend the June  $22^{nd}$  meeting.

#### Motion (#20): Adjournment 10:26 P.M.

Motion by: Markunas Seconded by: Jakubowski

The motion was unanimously approved by voice vote.

Approved June 22<sup>nd</sup>, 2023

As Presented\_\_\_\_\_ As Amended\_\_\_\_\_

\_\_\_\_\_/s/ Nichie Schaeffer, Chair

\_\_\_\_\_/s/ Secretary



# Memo

To: PC/ZBA
From: Christopher Gruba, Senior Planner
Date: June 22, 2023
Re: 15 Ash Street – Building Addition

The building addition project for 15 Ash Street was heard before the PC/ZBA as a public hearing on June 8, 2023. At that time, the PC/ZBA recommended to the Board unanimous approval of the variation to waive all required parking, the Preliminary/Final Plat of Resubdivision and the Special Use Permits for the PUD, the full-service restaurant with liquor sales and the outdoor seating associated with a permitted restaurant. All of these items were acted upon by the PC/ZBA as separate motions.

The Zoning Ordinance states that all new PUD projects must also require review and approval of a "Development Plan", which includes all of the associated plans, studies and other documents pursuant to Article 3, Section F, Parts 10 and 11 of the Zoning Ordinance. The Development Plan can be approved separately as a Preliminary Development Plan and Final Development Plan or approved concurrently as a "Preliminary/Final Development Plan". Page 22 of the Zoning Ordinance states:

"Through the requirement of a development plan, it is the intent that property under this section will be developed through a unified design, providing contiguity between the various elements, and ultimately leading to a better environment."

It was an oversight on the part of staff that a separate motion was not included at the public hearing on June  $8^{th}$  to approve the Preliminary/Final Development Plan. However, approval of the Development Plan does not require a public hearing and as such, can be acted upon by the PC/ZBA on June  $22^{nd}$ .

Please see the attached "Preliminary/Final Development Plan" documents, which are exactly the same plans that were reviewed by the PC/ZBA on June 8<sup>th</sup>:

- 1. Preliminary/Final Plat of Resubdivision
- 2. Plan submittal, received May 4, 2023:
  - a. Final Plat of Resubdivision
  - b. Survey
  - c. Landscape Plan
  - d. Site Plan
  - e. Floor Plans
  - f. Building Elevation Drawings in black & white and color
  - g. Building materials and colors
  - h. Building cross-section view
  - i. Rendered views (3-D)
  - j. Sun Study Plan (illustrating shadows at different times)

- k. Photometric Plan
- 1. Pictures of other existing 3-story buildings in nearby towns

#### Affirmative Motions \_\_\_\_\_

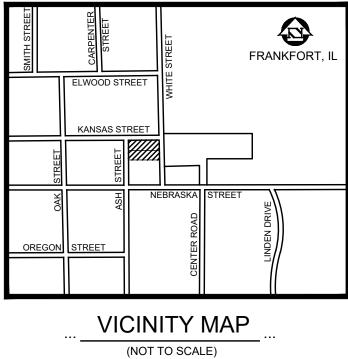
1. Recommend the Village Board approve the Preliminary/Final Development Plan for 15 Ash Street, in accordance with the reviewed plans and public testimony, subject to any technical revisions prior to recording and conditioned upon final engineering approval and that the CC&R's and HOA bylaws be submitted to staff for review and approval prior to Village Board consideration.

### RECEIVED 5.4.23

# OLDE FRANKFORT MALL DEVELOPMENT







INDICATES SITE LOCATION

**Easement Provisions** An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to

At&t Telephone Company Authorized C.A.T.V. Franchise

Commonwealth Edison Company

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Easement", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dashed lines marked "Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 2(e) of "An act in relation to condominiums" (Illinois Revised Statutes, Ch. 30, par. 302(e), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots", "common elements", "open space", "open area", "common ground", "parking and common area" The terms "common area or areas" and "Common Elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool or retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

> An easement is hereby reserved for and granted to NI-Cor Gas Company

its respective successors and assigns ("NI-Cor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement," "Common Area or Areas" and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots. and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limit to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NI-Cor's facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of NI-Cor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e) ) as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

#### PUBLIC UTILITY AND DRAINAGE EASEMENTS

ALL EASEMENTS INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS ON THE PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF FRANKFORT AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF FRANKFORT, INCLUDING, BUT NOT LIMITED TO. AMERITECH TELEPHONE COMPANY, NICOR GAS COMPANY, COMMONWEALTH EDISON ELECTRIC COMPANY, COMCAST TELEVISION COMPANY AND THEIR SUCCESSORS AND ASSIGNS, FOR PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITIES, TRANSMISSION AND DISTRIBUTION SYSTEMS INCLUDING STORM AND/OR SANITARY SEWERS, WATER MAINS, VALVE VAULTS, AND HYDRANTS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OF FRANKFORT, OVER, UPON, ALONG, UNDER, THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK; THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE TREES, SHRUBS, OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS AND OTHER UTILITIES. NO PERMANENT BUILDINGS, TREES OR OTHER STRUCTURES SHALL INTERFERE WITH THE AFORESAID USES OR RIGHTS WHERE AN EASEMENT IS USED FOR BOTH SEWER AND/OR WATER MAINS AND OTHER UTILITIES. THE OTHER UTILITY INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF FRANKFORT. THE

PLACEMENT OF ANY LANDSCAPING NOT IN WITH THE APPROVED LANDSCAPE PLAN OR GRADING PLAN FOR A GIVEN PROPERTY, OR ANY ACCESSORY BUILDING OR STRUCTURE, SWIMMING POOL, FENCE OR OTHER IMPROVEMENT WHICH IN ANY WAY COULD CAUSE AN IMPEDIMENT TO THE OVERLAND FLOW OF STORM WATER WITHIN SAID DRAINAGE EASEMENT IS HEREBY PROHIBITED.

# 15 ASH STREET RESUBDIVISION

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#### TAX MAPPING AND PLATTING CERTIFICATION

STATE OF ILLINOIS ) COUNTY OF WILL ) SS

DIRECTOR OF THE TAXING MAPPING AND PLATTING OFFICE, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIBED ON THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED ON TAX MAP NO. AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER (PIN) 19-09-28-208-003-0000. DATED THIS DAY OF , 2022, A.D..

#### **COUNTY CLERK CERTIFICATION**

STATE OF ILLINOIS ) COUNTY OF WILL ) SS

\_, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, OR UNPAID CURRENT GENERAL TAXES AGAINST ANY OF THE ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES. GIVEN UNDER MY HAND AND SEAL AT , ILLINOIS, THIS \_\_\_\_\_ 2022, A.D. DAY OF

COUNTY CLERK

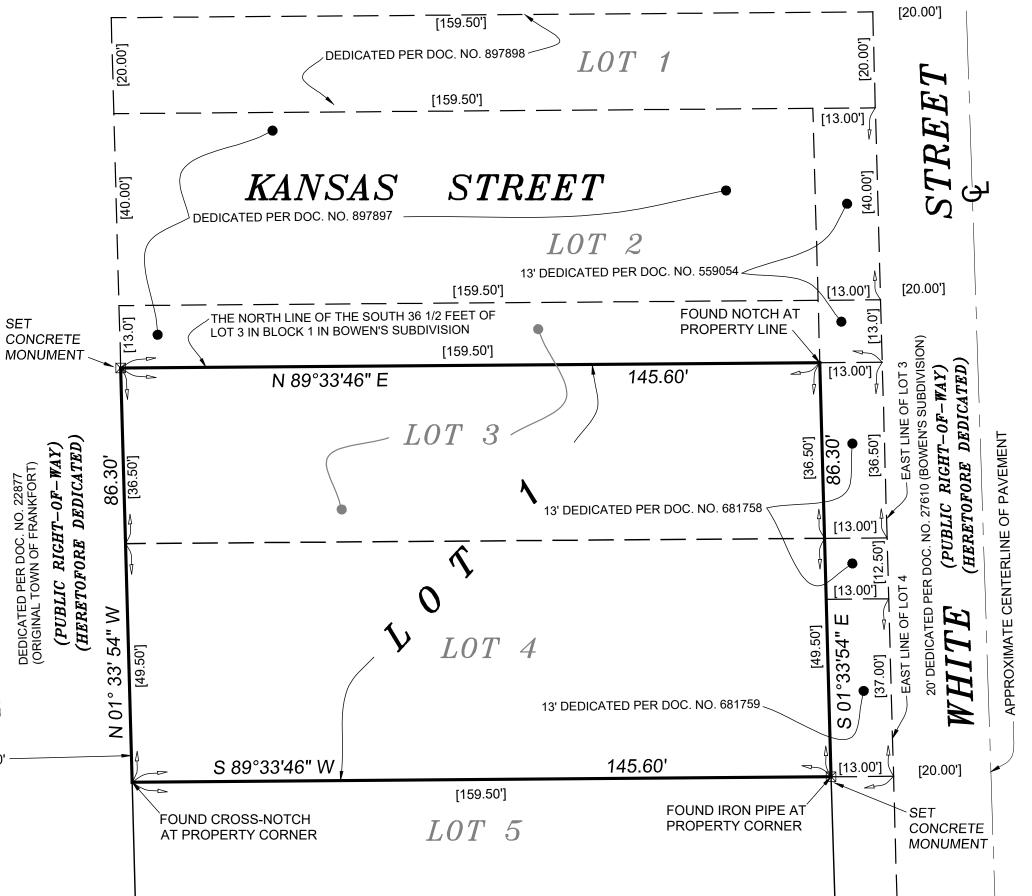
#### **COUNTY RECORDER CERTIFICATION**

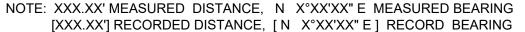
THIS INSTRUMENT NO. OFFICE OF WILL COUNTY, ILLINOIS, AFORESAID ON THE DAY OF

BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF FRANKFORT WILL COUNTY, ILLINOIS.

P.I.N. = 19-09-28-208-003-0000

CONTAINING 12,564 SQ.FT., 0.288 ACRE





#### DIRECTOF

(SEAL)

WAS FILED FOR RECORD IN THE RECORDER'S

, 2022, A.D. AT \_\_\_\_\_O'CLOCK \_\_.M.

#### COUNTY RECORDER

**CLIENT NAME / CONTACT** AND

MAIL FUTURE TAX BILLS TO: SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL 8802 CALUMET AVENUE ST. JOHN, INDIANA 46373

#### PLANNING AND ZONING COMMISSION APPROVAL

STATE OF ILLINOIS ) COUNTY OF WILL ) SS

, CHAIRMAN OF THE VILLAGE OF FRANKFORT PLANNING AND ZONING COMMISSION, DO CERTIFY THIS DAY OF , 2022 A.D., THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONNING COMMISSION OF THE VILLAGE OF FRANKFORT

ATTEST CHAIRMAN

#### VILLAGE BOARD APPROVAL

STATE OF ILLINOIS ) COUNTY OF WILL ) SS

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF\_\_\_\_\_ \_, 2022 A.D.

(SEAL)

ATTEST:	VILLAGE CLERK	
BY:		

VILLAGE PRESIDENT

PLAT PREPARED BY AND RETURN TO

#### Joseph A. Schudt & Associates

9455 ENTERPRISE DRIVE, MOKENA, ILLINOIS 60448 PHONE: 708-720-1000 FAX: 708-720-1065 e-mail: survey@jaseng.com http://www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES ILLINOIS PROFESSIONAL DESIGN FIRM 184-001172



(IN FEET

1 inch = 20 ft.

#### **OWNER'S CERTIFICATE**

STATE OF COUNTY OF

THIS IS TO CERTIFY THAT SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT MALL, A SERIES LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE FOREGOING CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED, AS INDICATED ON THE PLAT, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THAT THE SAME ABOVE DESCRIBED PROPERTY IS LOCATED IN SCHOOL DISTRICTS: FRANKFORT SCHOOL DISTRICT 157C AND LINCOLN-WAY SCHOOL DISTRICT 210, AND JOLIET JUNIOR COLLEGE DISTRICT 525 AND THAT THEY HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED.

, A.D. 2022.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_

MANAGER

#### **NOTARY CERTIFICATE**

STATE OF COUNTY OF

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE. DO , OF SHI NAPS, LLC - SERIES 1 - OLDE FRANKFORT HEREBY CERTIFY THAT MALL DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY. GIVEN MY SIGNATURE AND SEAL

DATED THIS DAY OF , A.D. 2022

NOTARY PUBLIC

MY COMMISSION EXPIRES

#### DRAINAGE CERTIFICATE

STATE OF ILLINOIS ) COUNTY OF WILL ) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF. OR. THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS DAY OF , A.D. 2022.

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

SURVEYORS CERTIFICATION

#### STATE OF ILLINOIS ) COUNTY OF WILL ) SS

I, D. WARREN OPPERMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT UNDER THE DIRECTION OF THE OWNER THEREOF, I HAVE SURVEYED, RESUBDIVIDED AND PLATTED SAID PROPERTY INTO ONE LOTS ALL OF WHICH IS REPRESENTED ON THE PLAT HEREON DRAWN. THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

THE SOUTH 36 1/2 FEET OF LOT 3, AND ALL OF LOT 4, IN BLOCK 1 IN BOWEN'S SUBDIVISION OF BLOCKS 1, 12 AND 13, IN THE ORIGINAL TOWN OF FRANKFORT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29. 1857, AS DOCUMENT NUMBER 27610, IN WILL COUNTY, ILLINOIS (EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DEDICATION DOCUMENT 681758, IN BOOK 1153, PAGE 579, RECORDED OCTOBER 27, 1950 AND EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DEDICATION DOCUMENT 681759, IN BOOK 1153, PAGE 583, RECORDED OCTOBER 27, 1950).

I DO FURTHER CERTIFY THAT: 1. THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND

- SUBDIVISION AS MADE BY ME. 2. THIS IS TO CERTIFY THAT WE HAVE EXAMINED FIRM MAP NUMBER 17197C0326 G, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 15, 2019, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR WILL COUNTY, WITH REFERENCE TO THE ABOVE NAMED TRACT, AND FIND THE PROPERTY TO BE IN ZONE "X" UNSHADED WHICH IS AN AREA DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD. THIS STATEMENT IS FOR FLOOD INSURANCE PURPOSES ONLY AND DOES NOT
- NECESSARILY INDICATE ALL AREAS SUBJECT TO FLOODING. THE PROPERTY OR PLAT IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF FRANKFORT. TO THE BEST OF OUR KNOWLEDGE, ALL REGULATIONS ENACTED BY THE VILLAGE OF FRANKFORT HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL. 6. EXTERIOR CORNERS HAVE BEEN MONUMENTED WITH CONCRETE, NOT LESS THAN SIX INCHES (6") IN DIAMETER AND THIRTY-SIX INCHES (36") DEEP, WITH A CENTER COPPER DOWEL THREE INCHES (3") LONG CAST IN PLACE, AND ALL INTERIOR CORNERS ARE TO BE SET WITH 9/16" X 30" IRON RODS
- WITHIN ONE YEAR FROM DATE OF RECORDATION. BASIS OF BEARING IS ASSUMED. 8. THIS PROFESSIONAL SERVICE COMFORMS TO THE CURRENT ILLINOIS MINIMAL STANDARDS FOR A BOUNDARY SURVEY.

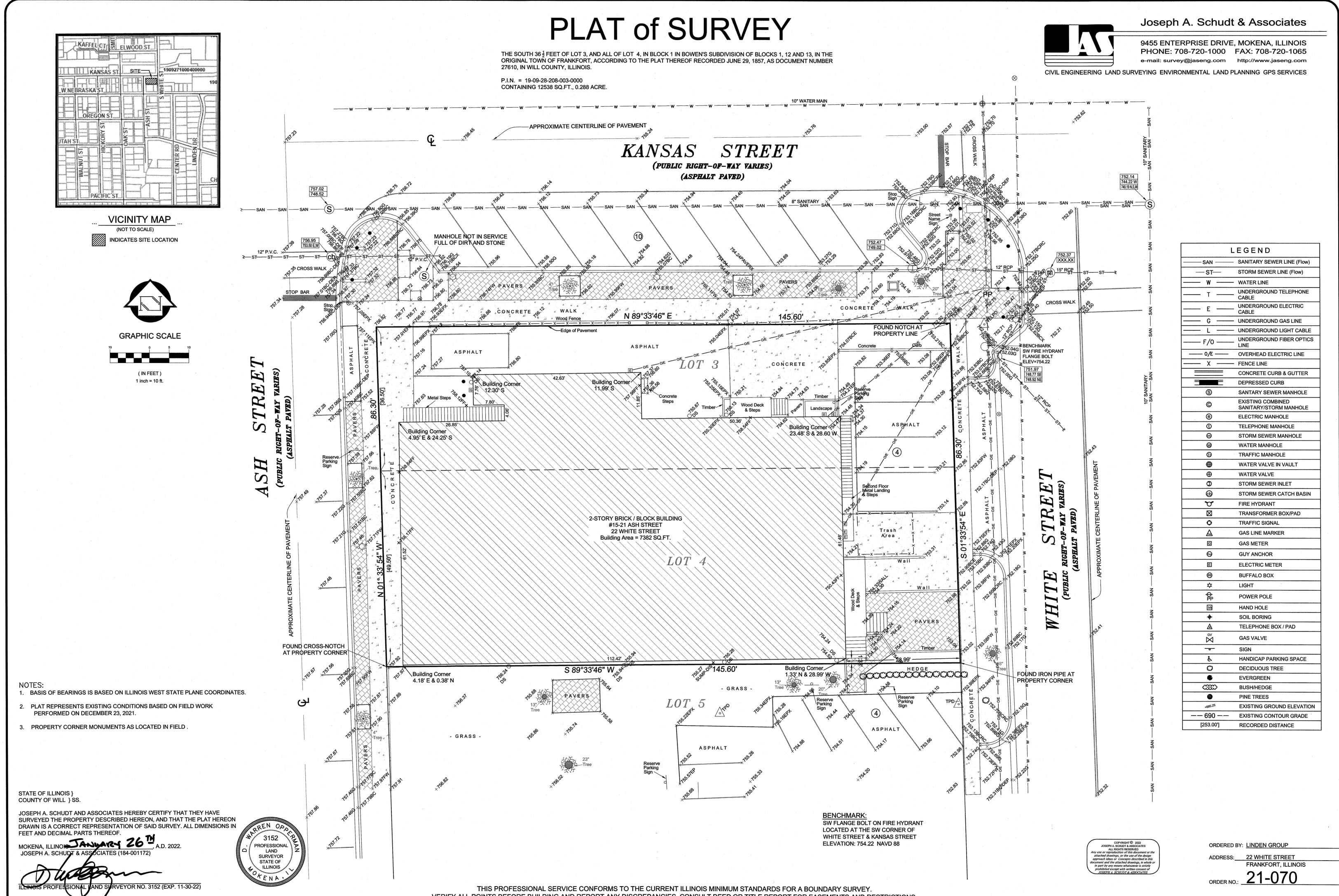
DATED THIS DAY OF ILLINOIS REGISTERED LAND SURVEYOR NO. 3152 , 2022, A.D. 3152 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS MOKENA

08-12-2022

07-13-2022 01-26-2022

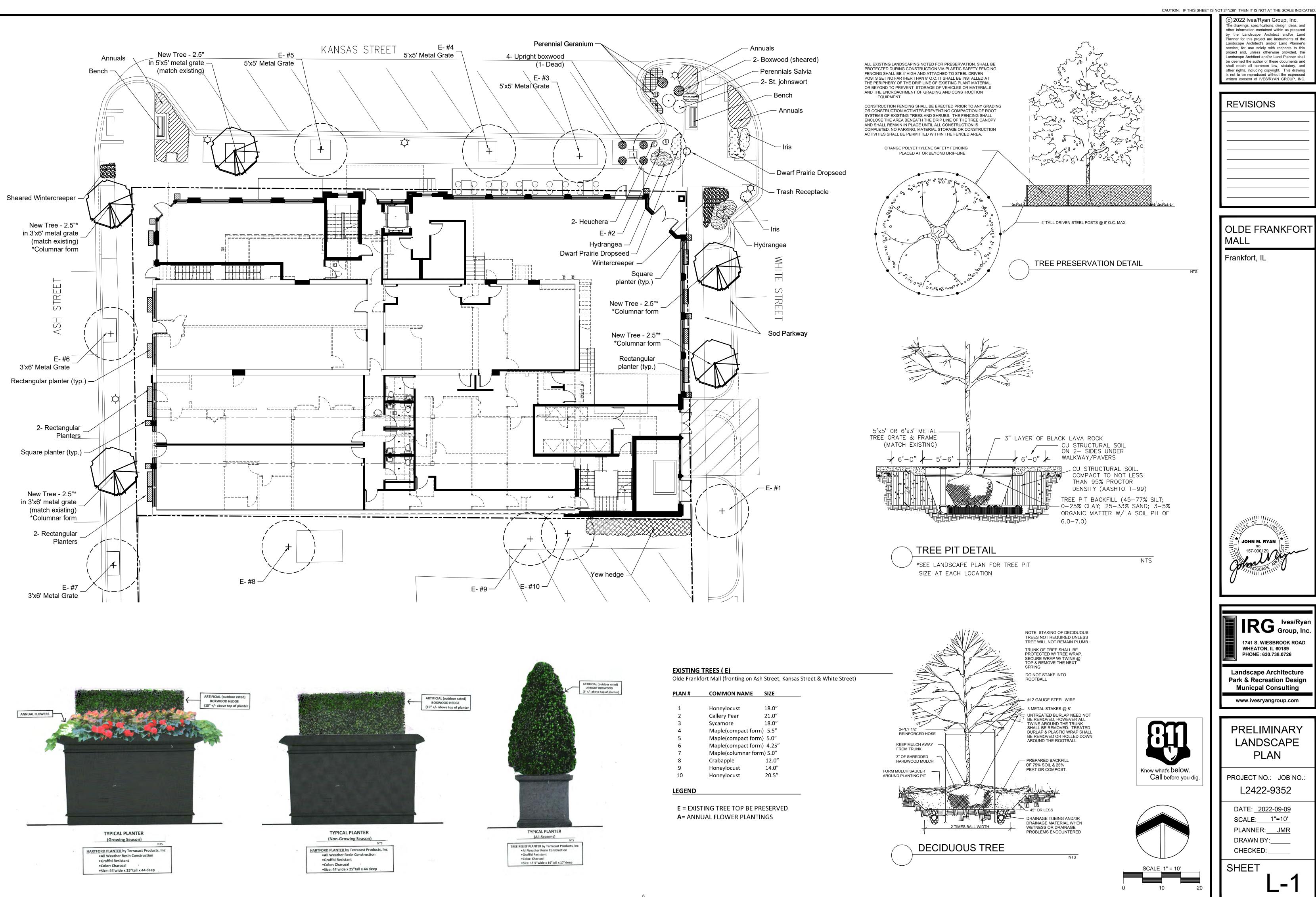
21-070-012

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152 (EXP. 11-30-22)



:\2021\21-070 Old Frankfort Mall White St\L

VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OR TITLE REPORT FOR EASEMENTS AND RESTRICTIONS.



LAN #	COMMON NAME	SIZE
1	Honeylocust	18.0"
2	Callery Pear	21.0"
3	Sycamore	18.0"
4	Maple(compact for	m) 5.5"
5	Maple(compact for	m) 5.0"
6	Maple(compact for	m) 4.25"
7	Maple(columnar foi	rm) 5.0"
8	Crabapple	12.0"
9	Honeylocust	14.0"
10	Honeylocust	20.5"





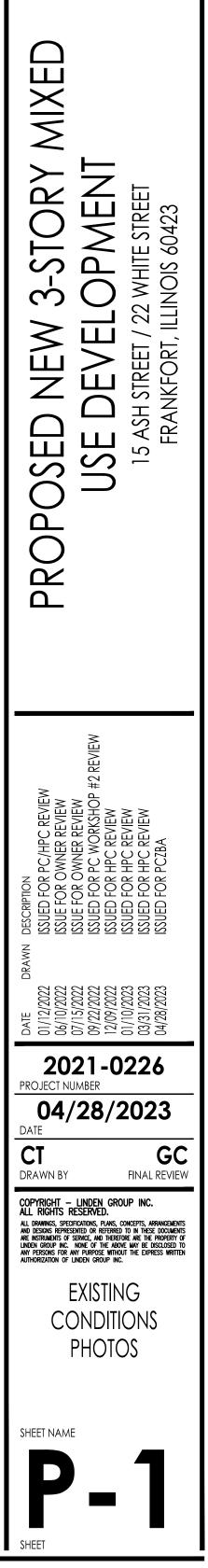
EXISTING SOUTH FACADE

7

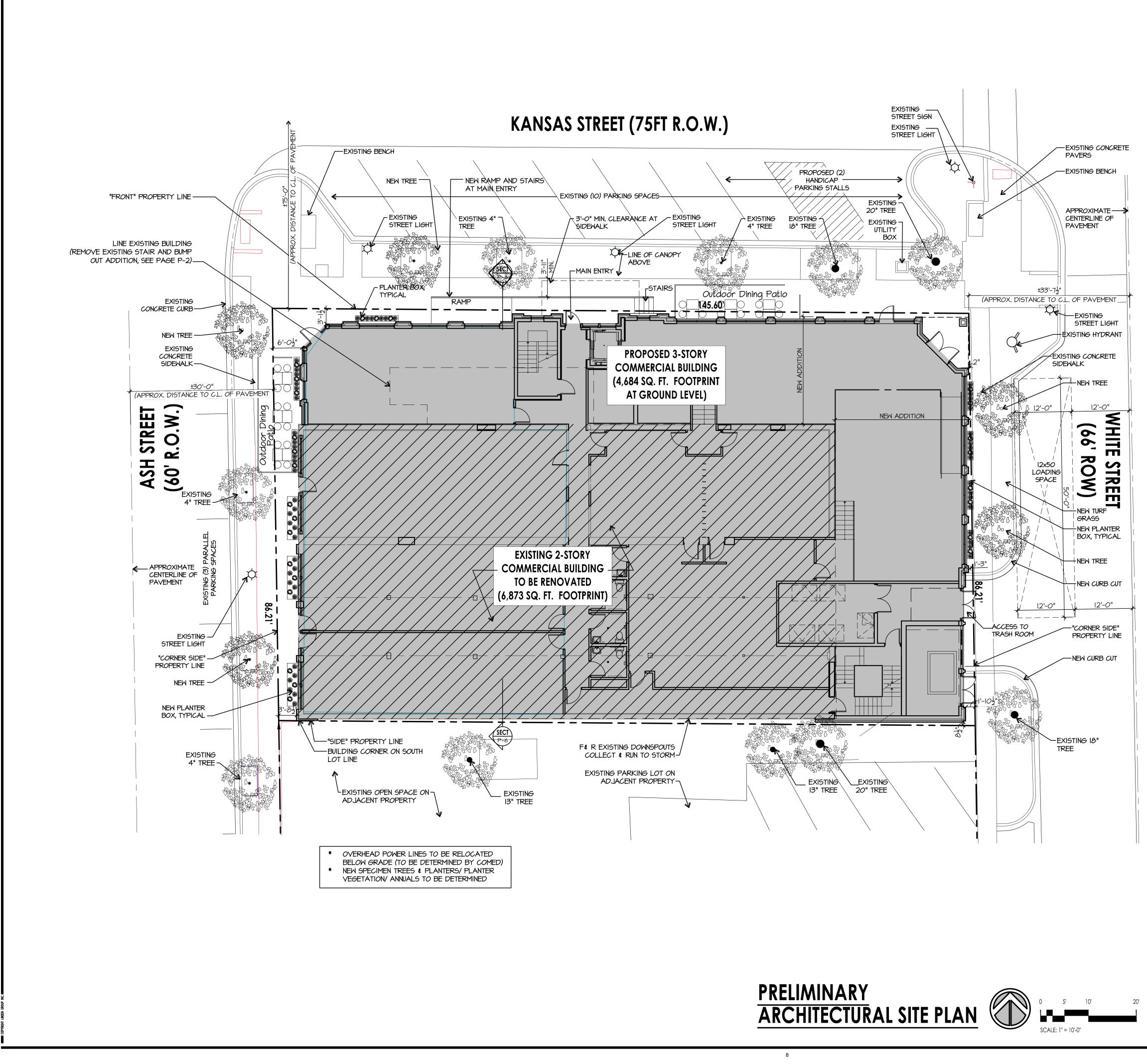
EXISTING ASH STREET FACADE





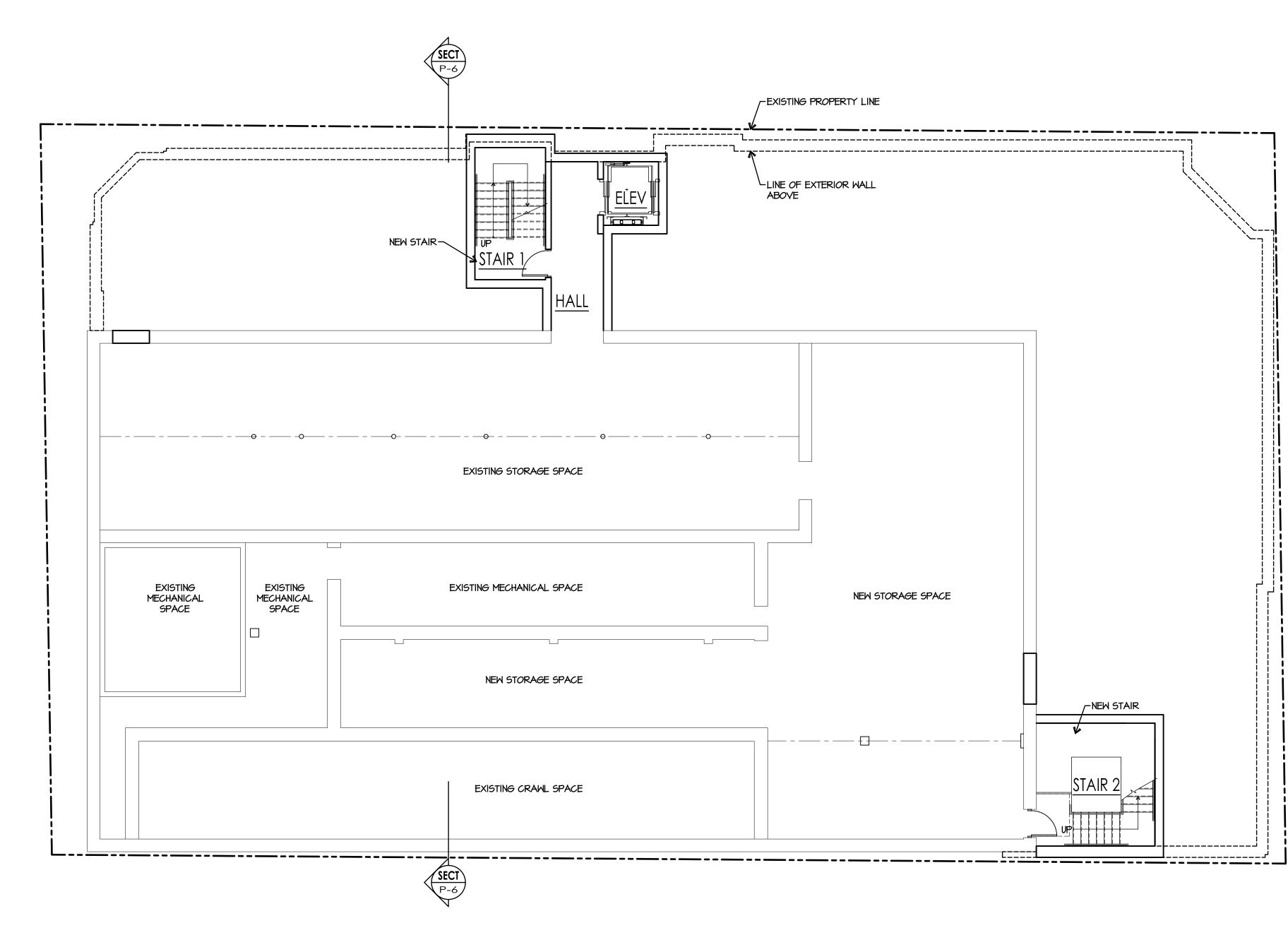


## EXISTING CONDITIONS AT OLDE FRANKFORT MALL

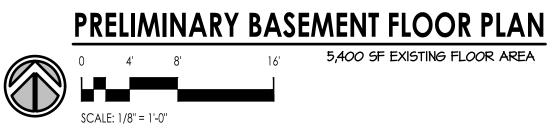


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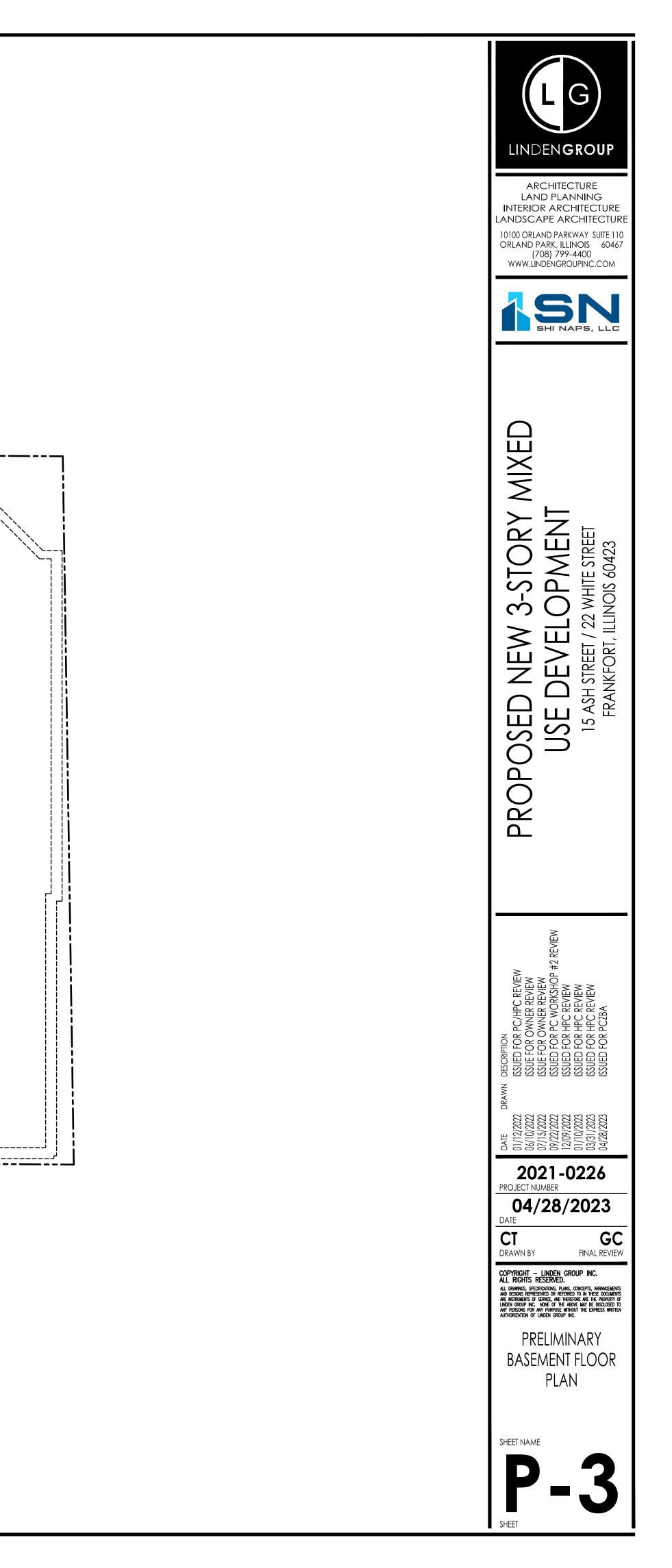
	)ATA - 15 A	сн ст / 2	2 WHITE	st ]	
22 WHITE STREET, FRA		*		<u>.</u>	
PER VILLAGE OF FRA	•			20, 2021)	(LG)
AND ZONING MAP (AD					
PRESERVE IN THE VILI POPULATIC INDUSTRIAI BUILDINGS	DISTRICT - THE H-I HI AND ENHANCE THE H LAGE OF FRANKFOR N AND THE CHANGES USES THREATEN THE COMMUNITY AND AE OF HISTORICAL SIGNI	IISTORIC DOWNTO T, THE MOVEMENT O IN RESIDENTIAL E DISAPPEARANC STHETIC INTERES	OWN COMMERCIA IS AND SHIFTS O ., COMMERCIAL A CE OF AREAS, PL ITS, VALUES AND	L AREA. F ND .ACES,	ARCHITECTURE LAND PLANNING
DESIRABLI	TION AND CONTINUED E TO SOUND DEVELO	PMENT OF THE V			INTERIOR ARCHITECTURE
					10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467
<u>USES PERMITTED PER</u>	DWELLING UNITS AB				(708) 799-4400 WWW.LINDENGROUPINC.COM
	HEALTHCARE/OFFIC INDOOR BUSINESS/R OFFICE/ PROFESSIC PERSONAL SERVICE	E ETAIL SALES (UN NAL SERVICE	DER 5,000 SF)		<b>ASN</b>
SPECIAL USE	BED AND BREAKFA				SHI NAPS, LLC
	HOTEL/ MOTEL VACATION RENTAL				
	INDOOR CIVIC AND INDOOR RECREATIO OUTDOOR RECREAT	N AND ENTERTAI			
	BAKERY CONVENIENCE STOR				
	DAYCARE DRY CLEANING				
	INDOOR BUSINESS/R MASSAGE ESTABLIS	HMENT		)	
	MICROBREWERY/ DI ACCESSORY LIQUOR RESTAURANT		Υ.		MIXI
	RESTAURANT TAVERN OUTDOOR SEATING		H RESTALIRANT		12
	PLANNED UNIT DEVE				
LOT STANDARDS (PE					
FRONT YARD	<u>ALLOWED</u> O FT	<u>ACTUAL</u> PER PL/	<u>/PROPOSED</u> AN		
CORNER SIDE YARD	IO FT	PER PL	AN		
INTERIOR SIDE YARD	5 FT	PER PL,	AN		
REAR YARD	IO FT	PER PL,			
MAX. BUILDING HEIGHT			EVATION		
MAX. IMPERVIOUS LOT COVERAGE MIN LOT AREA	- NO MAX. 5,000 SF	12,565.3 PER SUI			
MIN LOT WIDTH	50 FT	PER SUF			
		T EN SU	VILI		
FLOOR AREA RATIO	N/A				
OFF-STREET PARKING	CALCULATIONS (PER	<u>RARTICLE 7)</u>			
USE OF PUBLIC PARKI APPROVAL OF VARIA		IN H-I DISTRICT	PER ARTICLE 6,	C.3.G.	R K K
<ol> <li>I) 9 DWELLINGS UNITS</li> <li>2) 2ND FLOOR EXISTIN</li> <li>+ EMPLOYEES DURIN</li> <li>+ EXISTING LOUNGE (EMPLOYEES INCL)</li> <li>3) FIRST FLOOR</li> </ol>	NG BOWLING LANES: NG LONGEST SHIFT SPACE: 2,275 SF / 1	6 LANES X 5 CA		= 18* = 30 = 5 = 38	
	SED RESTAURANT: 1,			=  3* =   *	IEW
TENANT OIC PROPO	SED RESTAURANT: 1,1 SED EVENT SPACE:1,1	00 SF / 15 = 73		=  9*	#2 REVIEW
	95ED KITCHEN & EMPI 6ED COMMERCIAL: 72	•	- 100	=   * = 4	
+ EMPLOYEES TENANT 3A, 3B, 4 &	5 = 3,081 SF / 250			= 2 = I3	C/HPC REVIE WNER REVIEW C WORKSHOI PC REVIEW PC REVIEW PC REVIEW CZBA
<u>+ EMPLOYEES</u> TOTAL CARS	•		(ISTING = 43 NEM		FOR P FOR P FOR P FOR H FOR H FOR H FOR P
OFF-STREET LOADING		·	et / 200 = 29 e>	X. CARS	DRAWN DESCRIF ISSUE F ISSUE F ISSUED ISSUED ISSUED ISSUED ISSUED ISSUED
REQUIREMENT SIZE	12	•	00-100,000 GFA FT LENGTH X 14 F		DATE DATE DR 01/12/2022 05/10/2022 05/15/2022 09/22/2022 09/22/2023 03/31/2023 03/31/2023 03/31/2023 04/28/2023
SCREENING (PER ARTI REQUIRED AT ALL SER	RVICE/UTILITY AREAS			ORAGE	
AREAS, TRASH DUMPS	TECHANICAL/EL	LUIRIUAL/MLUME	DING EQUIPMENT		<b>2021-0226</b> PROJECT NUMBER
					<b>04/28/2023</b>
					CT GC
					DRAWN BY FINAL REVIEW
					COPYRIGHT - LINDEN GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ABRANGEMENTS
					AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF LINDEN GROUP INC. NOME OF THE ABOVE MAY BE DISCLOSED TO ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF LINDEN GROUP INC.
(	GROSS BUIL	DING AR	EA		PRELIMINARY
	<u>Existing</u> <u>A</u>	<u>PDITION TO</u>	<u>DTAL</u>		ARCHITECTURAL
BASEMENT FLOOR	6,889 SF 80	OSF EX	KCLUDED		SITE PLAN
FIRST FLOOR		•	573 SF		
SECOND FLOOR THIRD FLOOR		20 SF 7.	107 SF 320 SF		
TOTAL FLOOR AREA			0,600 SF		SHEET NAME
	ALYSIS IS NEEDED FO NANT AMENITY SPACE				<b>P-2</b>
FLOOR AREA RATIO (	FAR)= 30,600	SF / 12,565.3 SF	= 2.43		
					SHEET

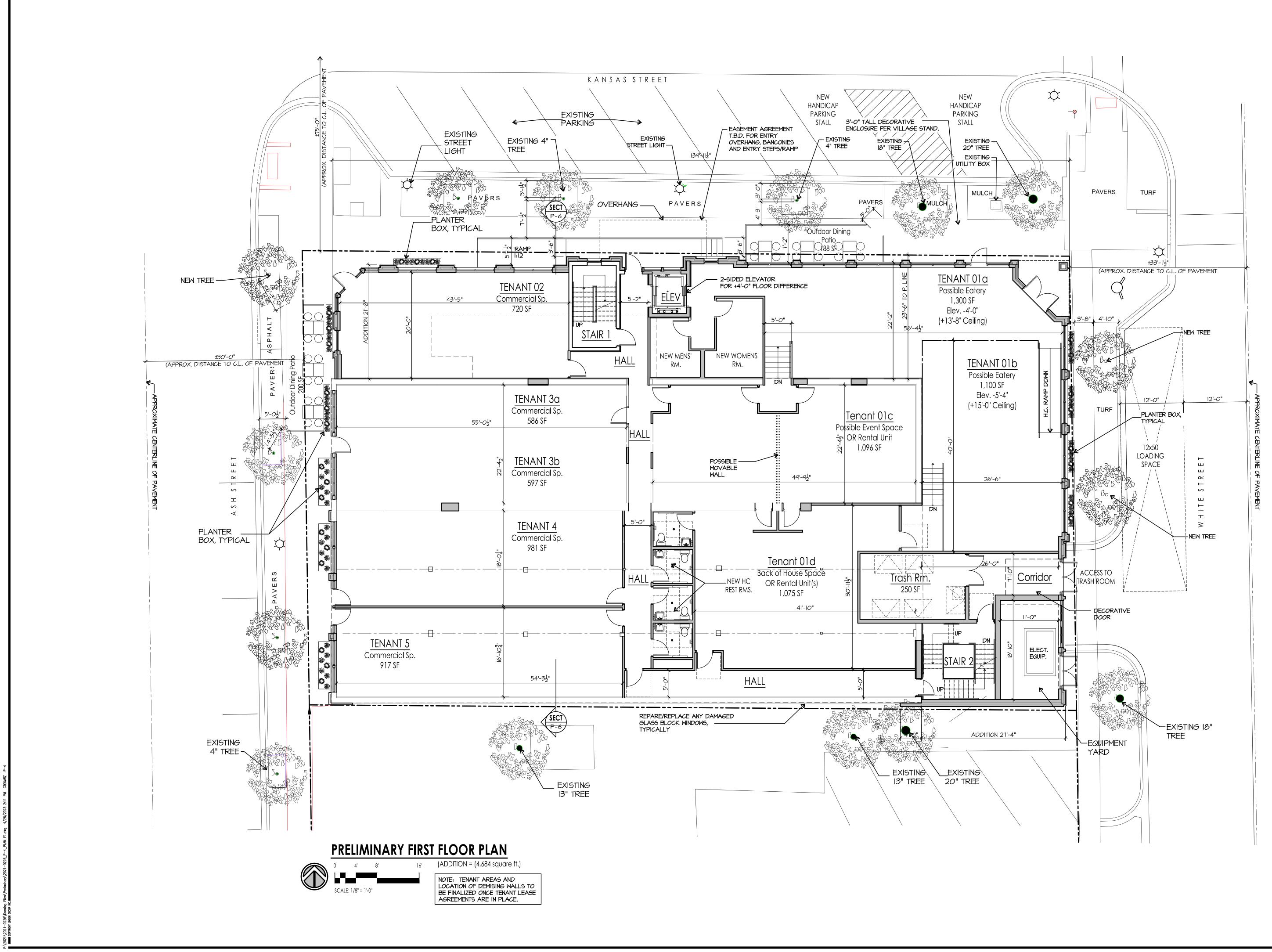


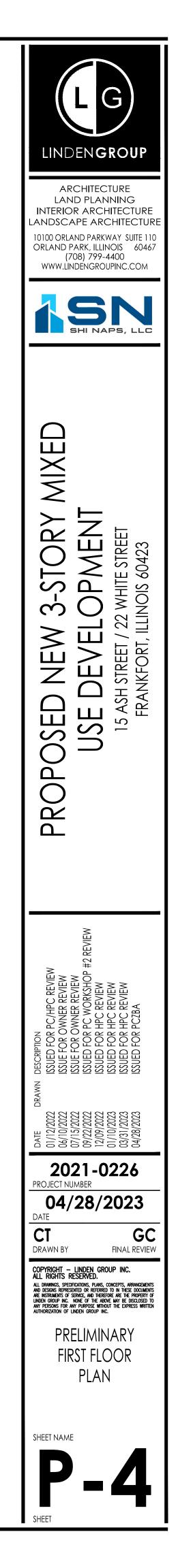
9

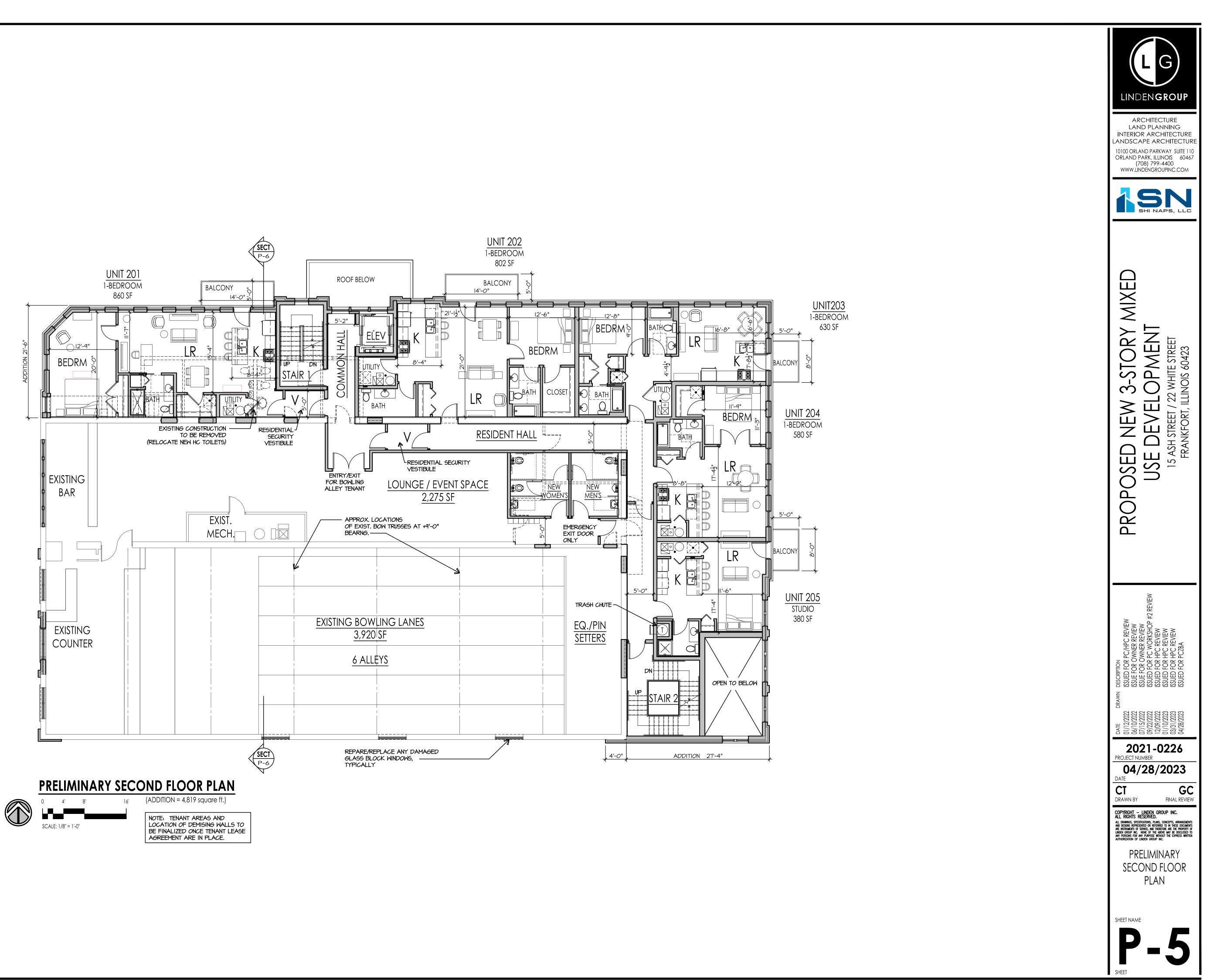


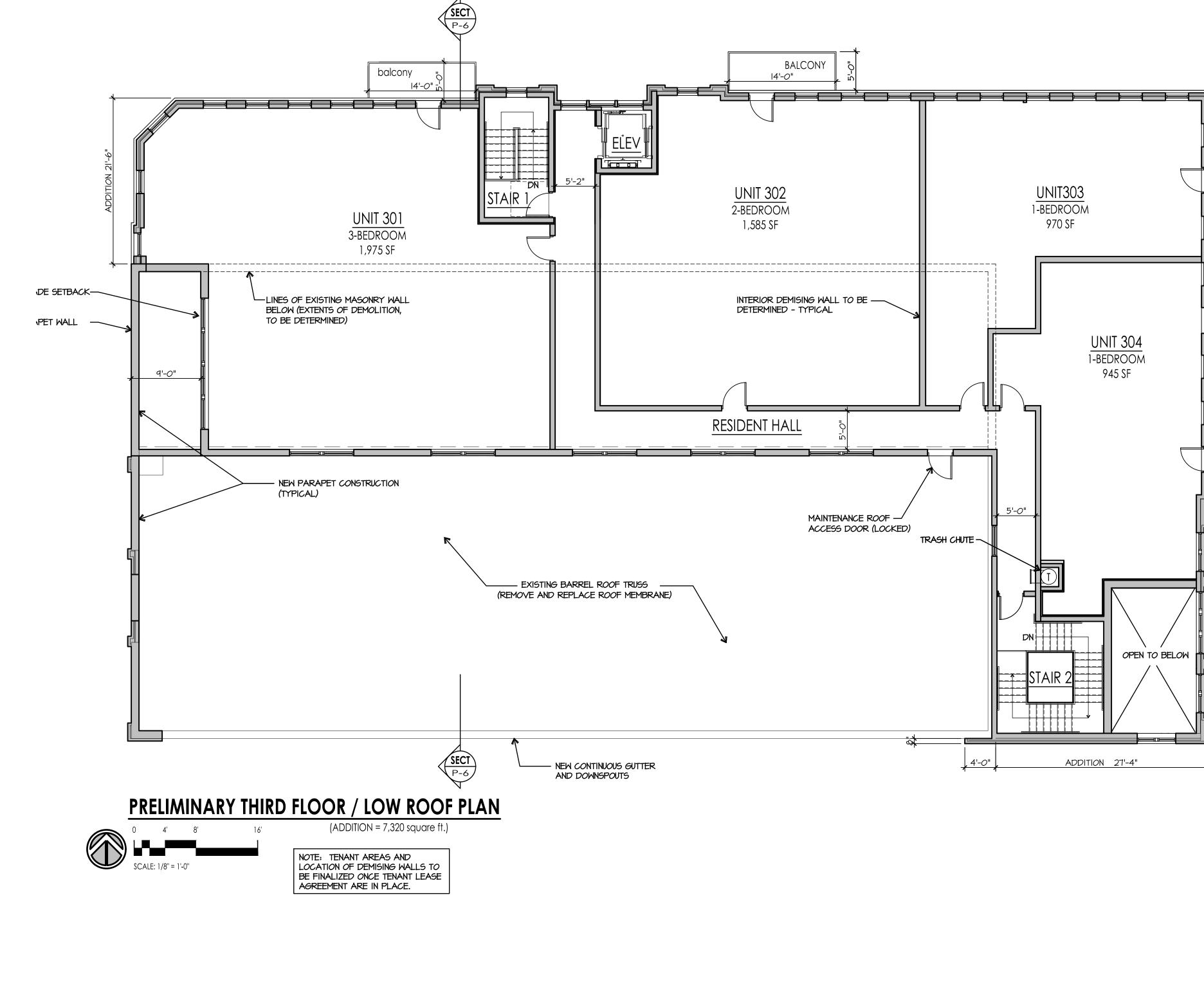
5,400 SF EXISTING FLOOR AREA

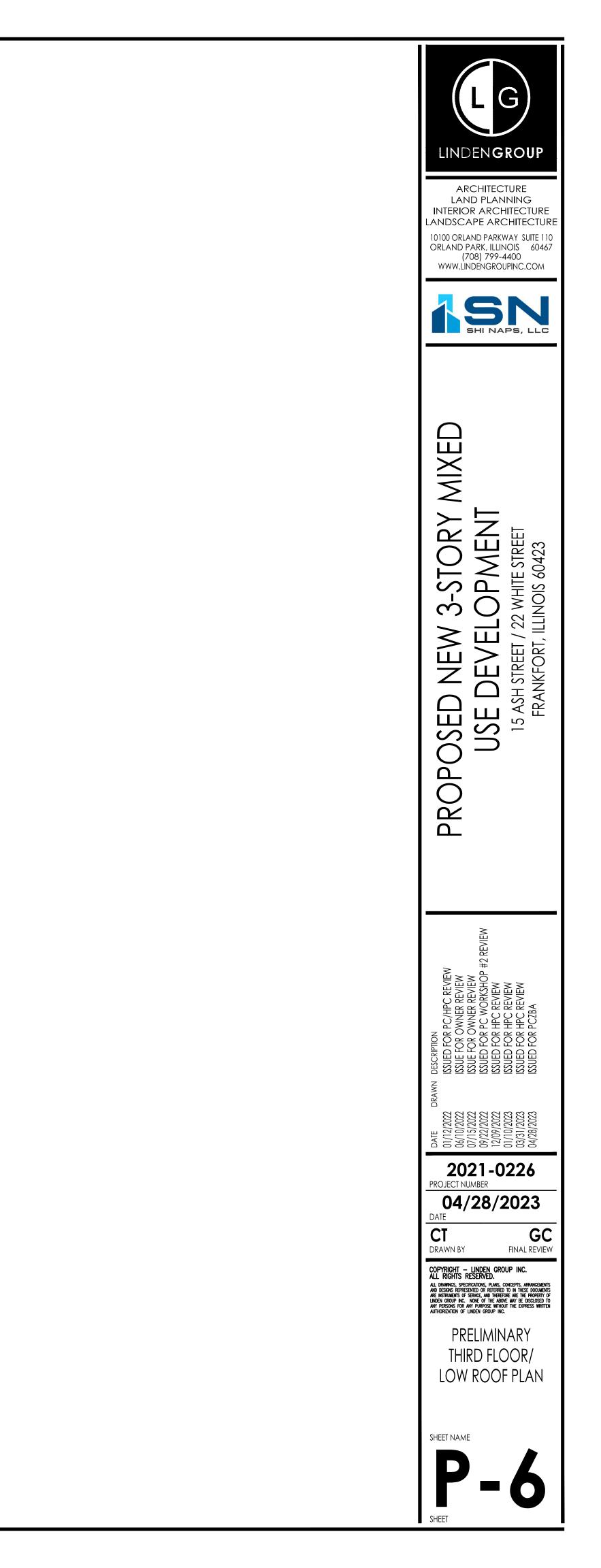








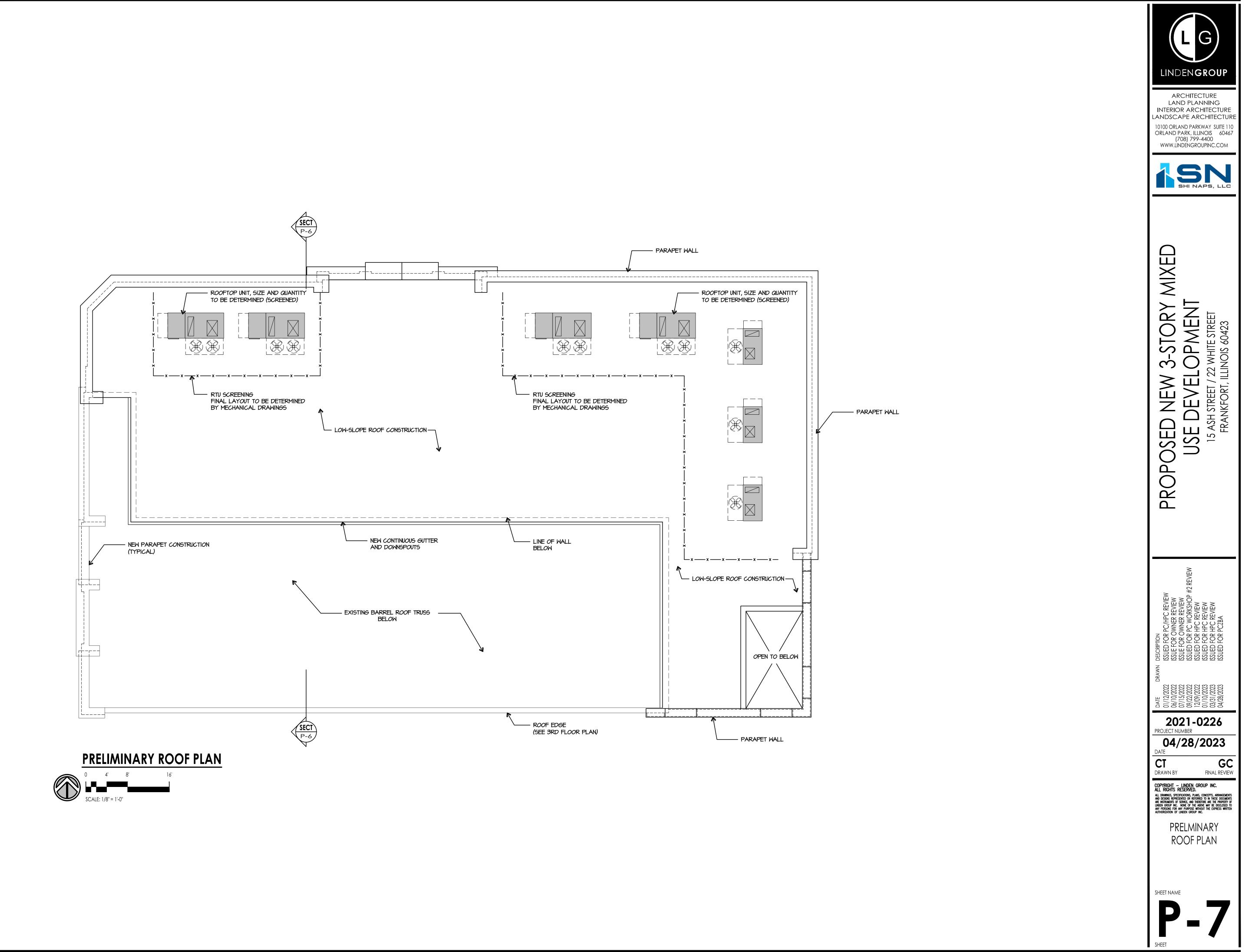




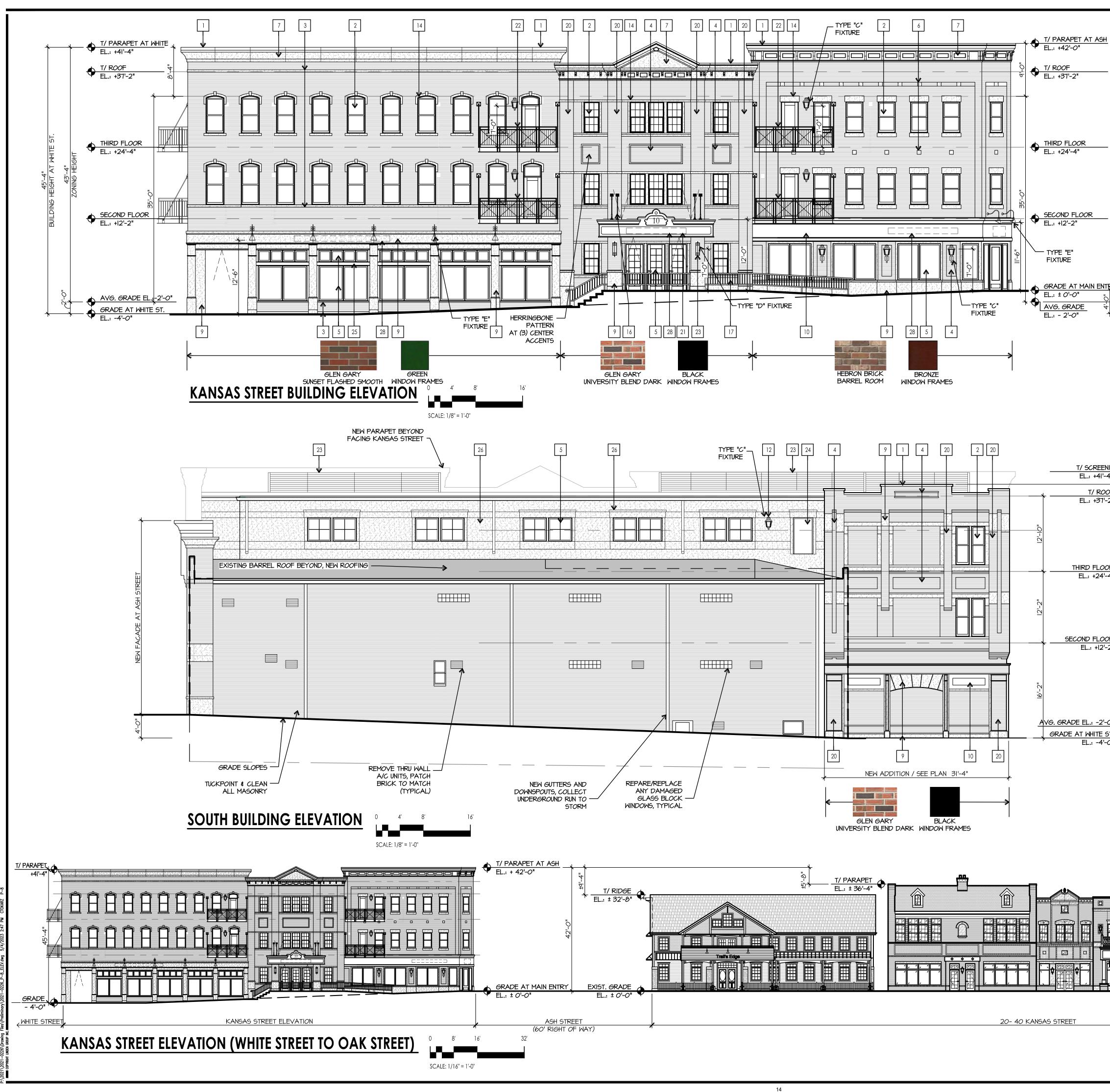
[|balcony

5'-0"

||balcony



1\2021-0226\Drawing Files\Preliminary\2021-0226\_P-7\_PLAN RF.dwg 4/26/2023 2:12 PM CTOKARZ P-7



[	NEW CONSTRUCTION ELEVATION TAG KEY	
42'-0" BUILDING HEIGHT AT ASH ST. 44'-0" ZONING HEIGHT	<ol> <li>ALUM. COPING W TOP SLOPED FOR POSITIVE DRAINAGE</li> <li>ALUM. CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W OR WO TRANSOMS (TYP)</li> <li>CAST STONE SILL / BAND (PROJECT I" W TOP WASH) (TYP)</li> <li>MASONRY DETAIL ( 1" INLAY)</li> <li>ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER)</li> <li>STONE MEDALLION</li> <li>PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN</li> <li>CAST STONE HEAD AND DETAIL COURSING</li> <li>CAST STONE PANELS</li> <li>PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS</li> <li>SURFACE MOUNTED LIGHT FIXTURE *</li> <li>CAST STONE PEDIMENT, HEAD, AND DETAILS</li> </ol>	ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTURE LANDSCAPE ARCHITECTURE LANDSCAPE ARCHITECTURE 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM
	14       CAST STONE HEAD AND SILL         15       CAST STONE DETAIL INLAY IN FACE BRICK         16       TURN BUCKLE AND ROD CANOPY SUPPORT         17       PAINTED STEEL GUARDRAIL W/ VERTICAL PICKETS         18       STAINED WOOD DOOR WITH PARTIAL LITE         19       DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER)         20       PROLECTED BRICK MASONRY PIER         21       PROLECTED BRICK MASONRY PIER         21       PROLECTED METAL BALCONIES (POMDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS.         22       FABRICATED METAL BALCONIES (POMDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS.         23       RTU SCREENING. PRE-FINISHED METAL HORIZONTAL LOWERS WITH VERITCAL POSTS SECURED TO ROOF STRUCTURE         24       PAINTED HOLLOW METAL DOOR AND FRAME (FOR ROOF MAINTENANCE)         25       FORMED BRAKE METAL WINDOW TRIM (COLOR TO MATCH WINDOWS)         26       EXTERIOR INSULATION AND FINISH SYSTEM WITH REVEALS AND WINDOW HEAD/JAMB DETAILS         27       DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE)         28       ILLUMINATED EXTERIOR TENANT SIGNAGE (SIGNAGE PACKAGE TO BE SUBMITTED SEPARATELY ONCE TENANTS ARE DETERMINED)	PROPOSED NEW 3-STORY MIXED USE DEVELOPMENT 15 ASH STREET / 22 WHITE STREET FRANKFORT, ILLINOIS 60423
	VPRAPET	AREA DATA OF A CARDINAL AND A CARDIN
	OAK STREET	P-8



NEW CONSTRUCTION ELEVATION TAG KEY	
<ol> <li>ALUM, COPING W TOP SLOPED FOR POSITIVE DRAINAGE</li> <li>ALUM, CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W OR WO TRANSOMS (TYP.)</li> <li>CAST STONE SILL / BAND (PROJECT I" W TOP WASH) (TYP)</li> <li>MASONRY DETAIL ( 1/2" INLAY)</li> <li>ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER)</li> <li>STONE MEDALLION</li> <li>PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN</li> <li>CAST STONE HEAD AND DETAIL COURSING</li> <li>CAST STONE PANELS</li> <li>PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS</li> <li>FYPON 12" SQ. COLUMN COVER (CWKT86030) VERIFY W ARCHITECT</li> <li>SURFACE MOUNTED LIGHT FIXTURE *</li> <li>CAST STONE PEDIMENT, HEAD, AND DETAILS</li> </ol>	ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE LANDSCAPE ARCHITECTURE I0100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM
CAST STONE HEAD AND SILL CAST STONE DETAIL INLAY IN FACE BRICK TURN BUCKLE AND ROD CANOPY SUPPORT PAINTED STEEL GUARDRAIL W/VERTICAL PICKETS STAINED WOOD DOOR WITH PARTIAL LITE DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER) PROJECTED BRICK MASONRY PIER PROJECORATIVE METAL BALCOUNTER POSTONDER COATINAL LOUVERS WITH VERITCAL POSTONDER COATINE METAL HORIZONTAL LOUVERS WITH VERITCAL POSTONDER COATINE METAL DOOR AND FRAME (FOR ROOF MAINTENANCE) EXTERIOR INSULATION AND FINISH SYSTEM WITH REVEALS AND WINDOW HEAD/JAMB DETAILS DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE) EXTERIOR MASTATELY ONCE TENANTS SARE DETERMINED <b>EXTERIOR MAATERIAL PALETTE EXTERIOR MATERIAL PALETTE EXTERIOR MATERIAL PALETTE EXTERIOR MATERIAL PALETTE</b>	PROPOSED NEW 3-STORY MIXED DEVELOPMENT 15 ASH STREET / 22 WHITE STREET 15 ASH STREET / 22 WHITE STREET FRANKFORT, ILLINOIS 60423
BLACK GLEN GARY UNIVERSITY ELENG DARK MODULAR SIZE BRICK E GLEN GARY SUBSET FLASHED SMOOTH MODULAR SIZE BRICK C HEBRON BRICK BARREL ROOM MODULAR SIZE BRICK I HEBRON BRICK BARREL ROOM MODULAR SIZE BRICK I BRICK E FINDOW FRAMES	ALL REVIEW ALL RE
BELDEN BRICK BEACON GRAY SMOOTH MODULAR SIZE	SHEET NAME P-8R SHEET





NEW CONSTRUCTION ELEVATION TAG KEY	
1       ALUM. COPING W/ TOP SLOPED FOR POSITIVE DRAINAGE         2       ALUM. CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W/ OR W/O TRANSOMS (TYP.)	
3 CAST STONE SILL / BAND (PROJECT I" W/ TOP WASH) (TYP)	
4 MASONRY DETAIL ( $\frac{1}{2}$ " INLAY)	LINDEN GROUP
5 ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W/ I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER)	ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE
6 STONE MEDALLION	LANDSCAPE ARCHITECTURE 10100 ORLAND PARKWAY SUITE 110
7 PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN	ORLAND PARK, ILLINOIS 60467 (708) 799-4400
8 CAST STONE HEAD AND DETAIL COURSING	WWW.LINDENGROUPINC.COM
9 CAST STONE PANELS	
10 PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS	
11 FYPON 12" SQ. COLUMN COVER (CWKT86030) VERIFY W ARCHITECT	
12 SURFACE MOUNTED LIGHT FIXTURE *	
13 CAST STONE PEDIMENT, HEAD, AND DETAILS	
14 CAST STONE HEAD AND SILL	
15 CAST STONE DETAIL INLAY IN FACE BRICK	
16 TURN BUCKLE AND ROD CANOPY SUPPORT	
17 PAINTED STEEL GUARDRAIL W/ VERTICAL PICKETS	$  \leq$
18 STAINED WOOD DOOR WITH PARTIAL LITE	
19     DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER)	
20 PROJECTED BRICK MASONRY PIER	STRE O
21 ENTRY CANOPY WITH PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS	
FABRICATED METAL BALCONIES (POWDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS.	
23       RTU SCREENING: PRE-FINISHED METAL HORIZONTAL LOUVERS WITH VERITCAL         23       POSTS SECURED TO ROOF STRUCTURE	
24 PAINTED HOLLOW METAL DOOR AND FRAME (FOR ROOF MAINTENANCE)	
25 FORMED BRAKE METAL WINDOW TRIM (COLOR TO MATCH WINDOWS)	
26 EXTERIOR INSULATION AND FINISH SYSTEM WITH REVEALS AND WINDOW HEAD/JAMB DETAILS	
27 DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE)	
128 ILLUMINATED EXTERIOR TENANT SIGNAGE (SIGNAGE PACKAGE TO BE SUBMITTED SEPARATELY ONCE TENANTS ARE DETERMINED)	$  \stackrel{\sim}{\cap} \supseteq$
EXTERIOR MATERIAL PALETTE	
GLEN GARY	
UNIVERSITY BLEND DARK MODULAR SIZE	#2 REVIEW
	PC/HPC REVIEW WNER REVIEW WNER REVIEW PC WORKSHOP HPC REVIEW HPC REVIEW HPC REVIEW CZBA
GLEN GARY GREEN SUNSET FLASHED SMOOTH WINDOW FRAMES MODULAR SIZE BRICK C	DRAWN DESCRIF ISSUE F ISSUE F ISSUED ISSUED ISSUED ISSUED ISSUED ISSUED
	DATE DATE 01/12/2022 06/10/2022 07/15/2022 07/15/2022 07/15/2022 03/31/2023 03/31/2023 04/28/2023
HEBRON BRICK BRONZE BARREL ROOM WINDOW FRAMES	PROJECT NUMBER
MODULAR SIZE	04/28/2023 DATE
BRICK D	CT GC DRAWN BY FINAL REVIEW
MATCH EXISTING VERDI GREEN	COPYRIGHT - LINDEN GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS AND DESIGNS REPRESENTED OR REFERENT ON INTERSE DOCUMENTS ARE INSTRUMENTS OF SERVICE, AND THEREFORE ARE THE PROPERTY OF LINDEN GROUP INC. NONE OF THE ABOVE MAY BE DISCLOSED TO ANY PERSONS FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF LINDEN GROUP INC.
BRICK BRICK E	PRELIMINARY BUILDING ELEVATIONS
BELDEN BRICK BEACON GRAY SMOOTH MODIL AD CLZE	SHEET NAME
MODULAR SIZE	SHEET

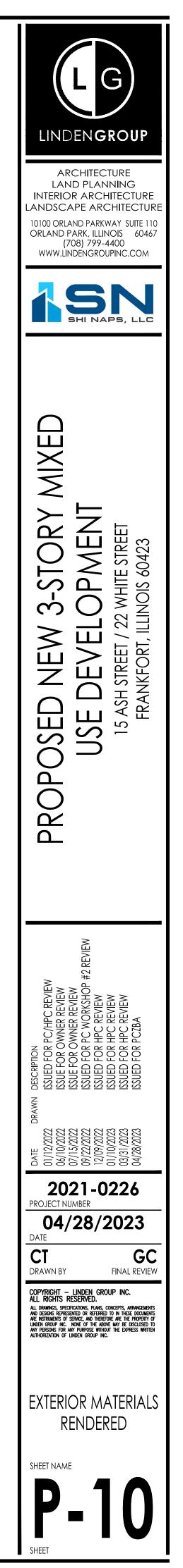


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NEW CONSTRUCTION ELEVATION TAG KEY	
1       ALUM. COPING W/ TOP SLOPED FOR POSITIVE DRAINAGE         2       ALUM. CLAD WOOD DOUBLE HUNG/PICTURE WINDOWS W/ OR W/O TRANSOMS	
Image: Cast Stone Sill / Band (Project I" W/ TOP WASH) (TYP)	
4 MASONRY DETAIL ( $\frac{1}{2}$ " INLAY)	LINDEN <b>group</b>
5 ALUMINUM STOREFRONT WINDOW / ENTRANCE SYSTEM ON THERMALLY BROKEN FRAMES W/ I" SOLARBAN 60 (2) INSULATED GLAZING UNITS (VERIFY GLASS TINT AND FINISH WITH ARCHITECT AND OWNER)	ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE
6 STONE MEDALLION	LANDSCAPE ARCHITECTURE 10100 ORLAND PARKWAY SUITE 110
7 PAINTED BUILT-UP CEMENT BOARD CAPITAL BANDING OR EIFS CROWN	ORLAND PARK, ILLINOIS 60467 (708) 799-4400
8 CAST STONE HEAD AND DETAIL COURSING	WWW.LINDENGROUPINC.COM
9 CAST STONE PANELS	
10 PAINTED LP SMARTSIDE PANEL AND TRIM AND/OR POLYMER (FYPON) TYPE TRIMS	SHI NAPS, LLC
11 FYPON 12" SQ. COLUMN COVER (CWKT86030) VERIFY W/ ARCHITECT	
12 SURFACE MOUNTED LIGHT FIXTURE *	
13 CAST STONE PEDIMENT, HEAD, AND DETAILS	
14 CAST STONE HEAD AND SILL	
15 CAST STONE DETAIL INLAY IN FACE BRICK	
16 TURN BUCKLE AND ROD CANOPY SUPPORT	$ $ $\leq$
17 PAINTED STEEL GUARDRAIL W/ VERTICAL PICKETS	$ $ $\geq$
18 STAINED WOOD DOOR WITH PARTIAL LITE	
19 DECORATIVE OVERHEAD DOOR AND METAL GATE (TO ACCESS TRANSFORMER)	
20 PROJECTED BRICK MASONRY PIER	
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FABRICATED METAL BALCONIES (POWDER COAT) WITH DIAGONAL SUPPORTS TO BUILDING AND +42" DECORATIVE METAL RAILS.	l ΥΩ N N N N N N N N N N N N N N N N N N
23       RTU SCREENING: PRE-FINISHED METAL HORIZONTAL LOUVERS WITH VERITCAL         23       POSTS SECURED TO ROOF STRUCTURE	
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27 DECORATIVE METAL GATE (TO ACCESS TRANSFORMER FOR SERVICE)	
28 SUBMITTED SEPARATELY ONCE TENANTS ARE DETERMINED)	
EXTERIOR MATERIAL PALETTE	
BRICK A	PR(
BLACK BLACK WINDOW FRAMES UNIVERSITY BLEND DARK MODULAR SIZE BRICK B	#2 REVIEW
GLEN GARY SUNSET FLASHED SMOOTH MODULAR SIZE BRICK C	DESCRIPTION ISSUED FOR PC/HPC REVIEW ISSUE FOR OWNER REVIEW ISSUED FOR OWNER REVIEW ISSUED FOR PC WORKSHOP ISSUED FOR HPC REVIEW ISSUED FOR HPC REVIEW ISSUED FOR HPC REVIEW ISSUED FOR PCZBA
HEBRON BRICK BARREL ROOM MODULAR SIZE	DATE DRAWN DATE DATE DATE DATE DATE DATE DATE DATE
BRICK D   WATCH EXISTING   BRICK E	DATE CT GC DRAWN BY GROUP INC. ALL RIGHTS RESERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS AND DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS ARE INSTRUMENTS OF SERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS ARE INSTRUMENTS OF SERVED. ALL DRAWINGS, SPECIFICATIONS, PLANS, CONCEPTS, ARRANGEMENTS ARE DESIGNS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS ARE DESIGNS REPRESENTED ON REFERRED TO IN THESE DOCUMENTS ARE DESIGNS FOR ANY PURPOSE WINDUT THE EXPRESS WRITTEN AUTHORIZATION OF LINDEN GROUP INC. PRELIMINARY BUILDING ELEVATIONS
BELDEN BRICK BEACON GRAY SMOOTH MODULAR SIZE	SHEET NAME SHEET

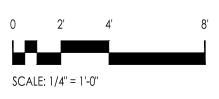


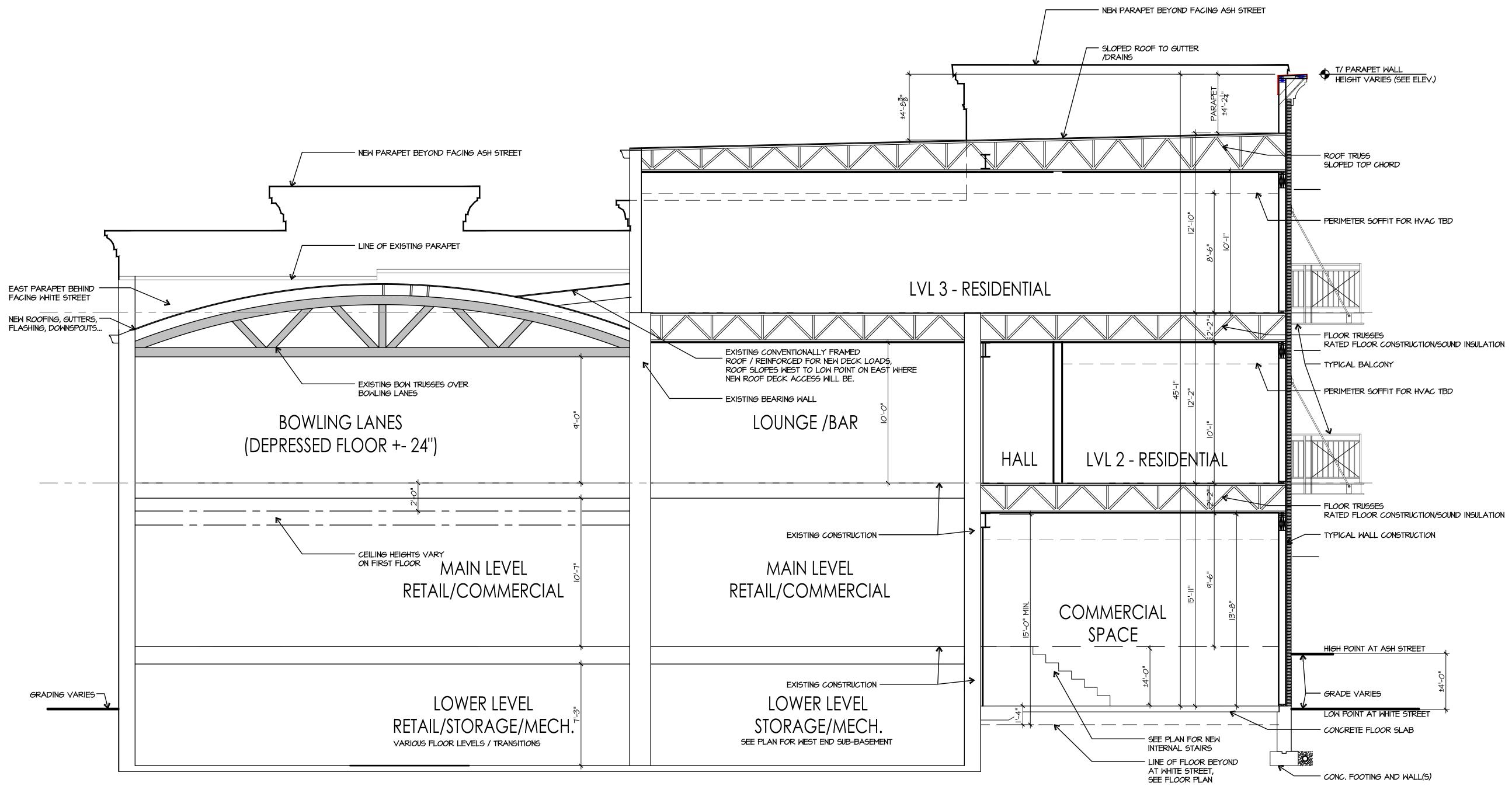
<u>BRICK E</u> BELDEN BRICK BEAC*O*N *G*RAY SMOOTH MODULAR SIZE

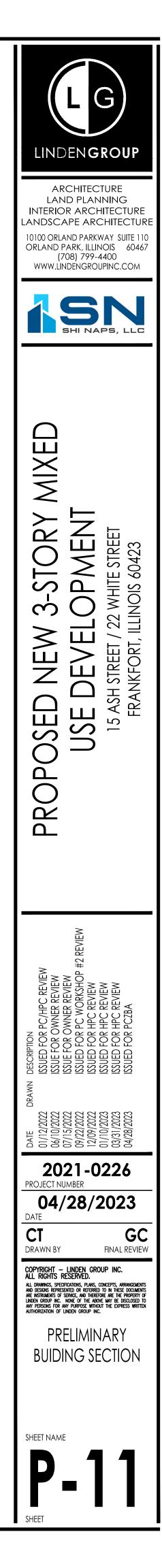
















VIEW LOOKING WEST ON KANSAS STREET SIDEWALK



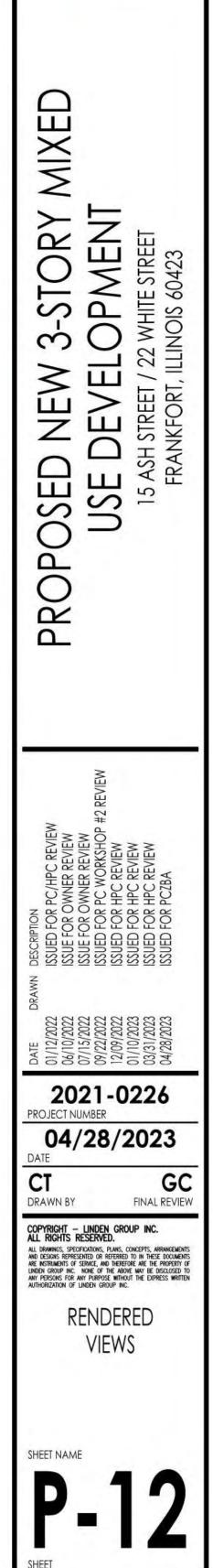
VIEW LOOKING SOUTH-EAST ON KANSAS STREET



VIEW LOOKING NORTH AT ROOF DECK

VIEW LOOKING NORTH ON WHITE STREET





# LIGHTING AND SIGNAGE NOT INCLUDED. SEE BUILDING ELEVATIONS





VIEW LOOKING NORTH ON ASH STREET





VIEW LOOKING SOUTH ON WHITE STREET

VIEW LOOKING WEST ON KANSAS STREET SIDEWALK

# LINDENGROUP ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE ANDSCAPE ARCHITECTUR 10100 ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM MIXED **1ENT R** P C S $\mathcal{O}$ 11 7 S $\square$ ASH PROPOSED F. USE 15



LIGHTING AND SIGNAGE NOT INCLUDED. SEE BUILDING ELEVATIONS



MARCH 21 AT 9AM



JUNE 21 AT 9AM



SEPTEMBER 21 AT 9AM



DECEMBER 21 AT 9AM

MARCH 21 AT 12PM

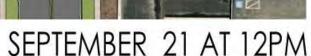


JUNE 21 AT 12PM











SEPTEMBER 21 AT 12PM

DECEMBER 21 AT 12PM

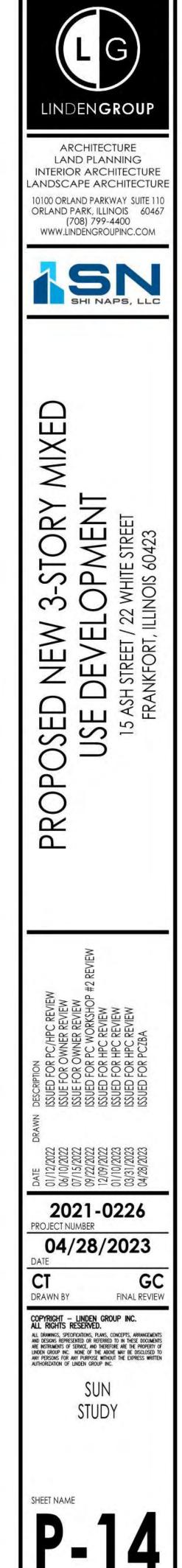
22

JUNE 21 AT 3PM

SEPTEMBER 21 AT 3PM

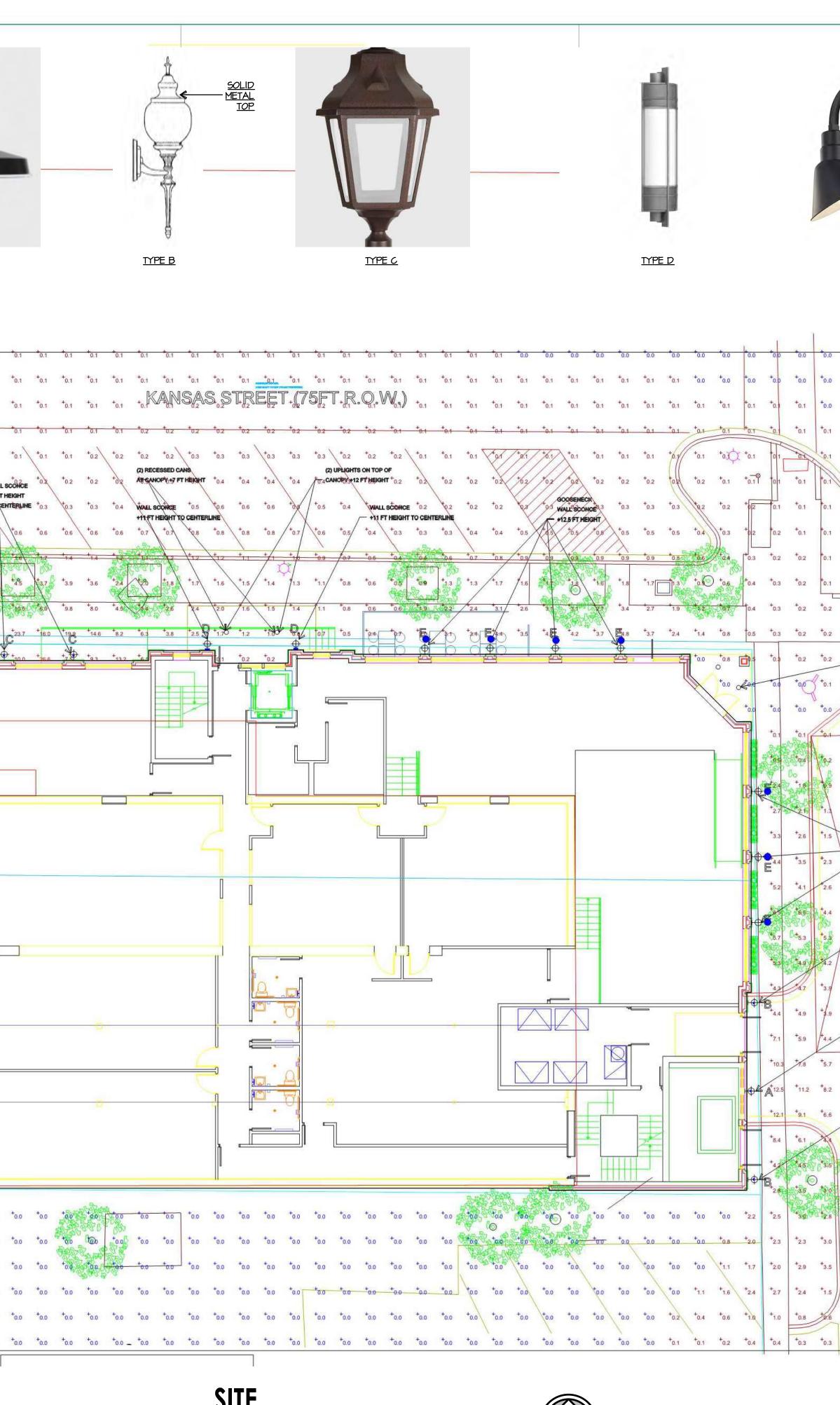


DECEMBER 21 AT 3PM



		1	Sternberg Lighting	1A-1910LED-1L40T3- MDL06-A	Acorn Fixture, Type T3, Acrylic	Teardrop	1	Lamp Output 4849	0.95	Input Power 35.7		r Plot							
0	A										4	P							4
47		2	Sternberg Lighting	A85LED-4L40T4-MDL02	Post Top, Yarktown A Style Pris Acorn, COB type 4 vertical LED	smatic ), Lens A755	1	4257	0.95	39.6	Max: 164	7cd							
0	В										~	~						2	
		14	Sternberg Lighting	1A-8930LED-1L40T3- MDL07-CSA	8930 Classic Fixture, CLU 048 v Optic, Type 3, Clear Seeded Acr	with LEDiL ylic	1	3623	0.95	40.3	Max: 330	16cd		<u>SOLID</u> META	2	_	-	-	
0	С										Ø			<u>TOP</u>	_	-		1	
		6	Brownlee Lighting	7334-NT-H32-40K	Gray steel housing / heatsink, plastic iens	frosted	1	1916	0.95	32.43	Max: 196	4cd							
-	D											V							
_		9	Spectrum Lighting	AR1214GV-15L-35K-EX- RDC5	Angled Reflector 12" Nom. Dia Aperture x 14" H	m Open	1	1049	0.95	10	Max: 583	icd						ŢŢ	<u>PE</u>
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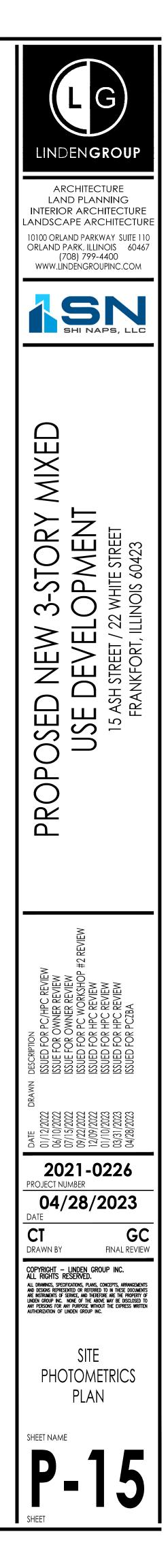






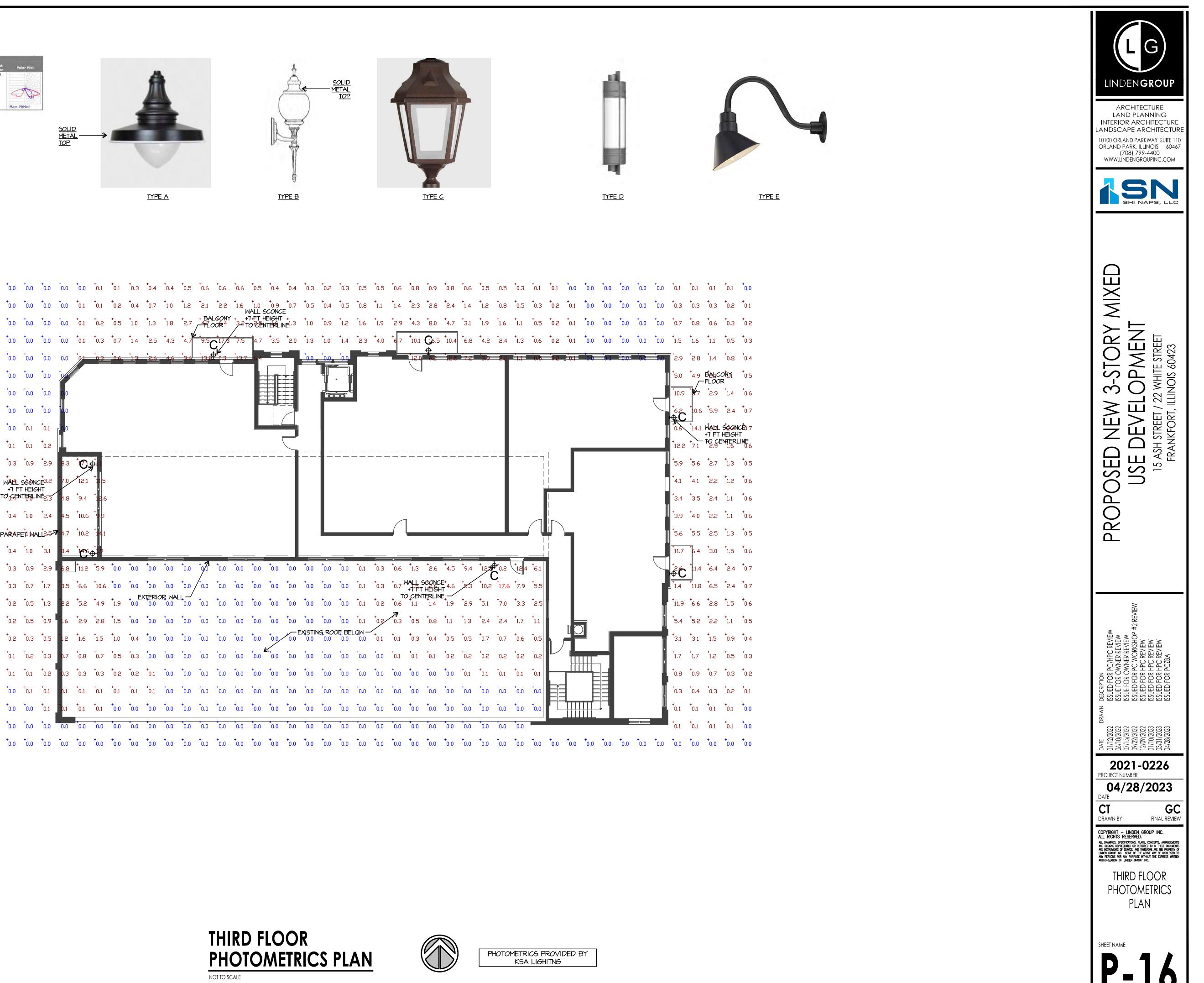
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Luminaire Locations Location	Lighting 1A-8930LEt				and the second se	Part Inc.								
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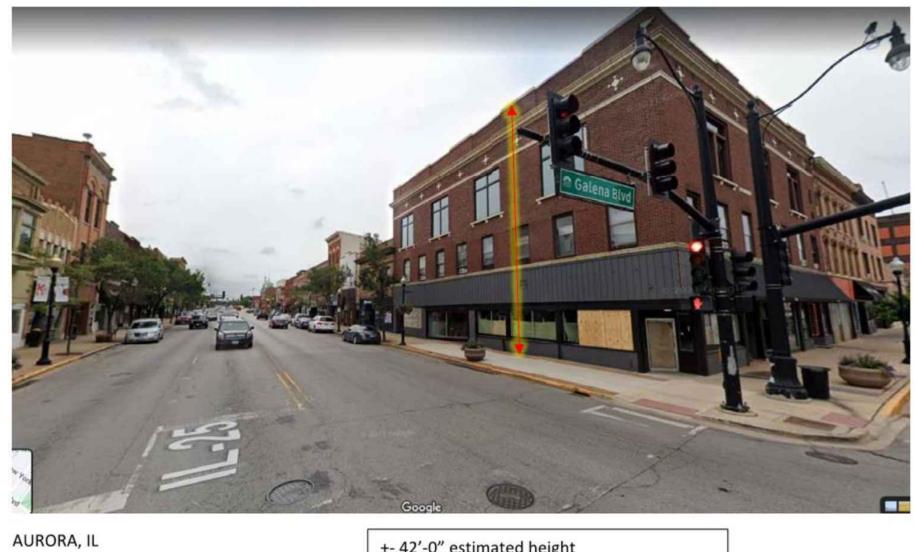






HIGHLAND PARK

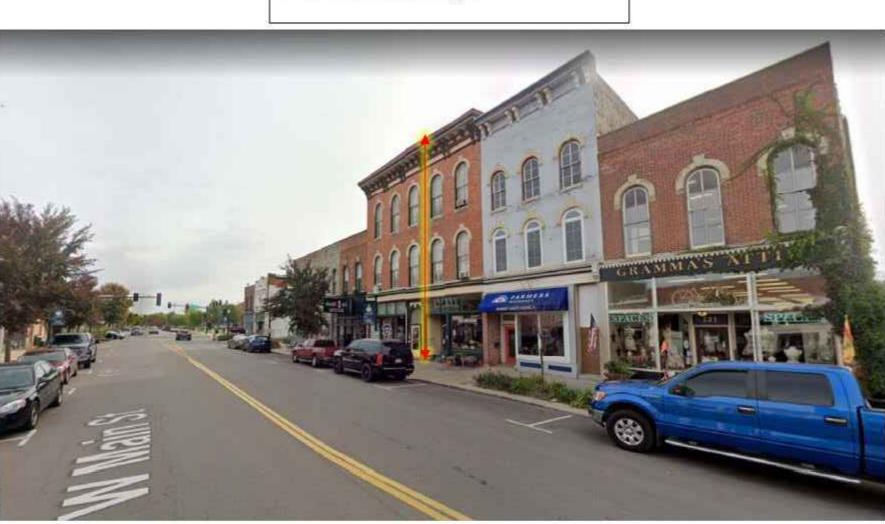
+- 40'-0" estimated height



+- 42'-0" estimated height



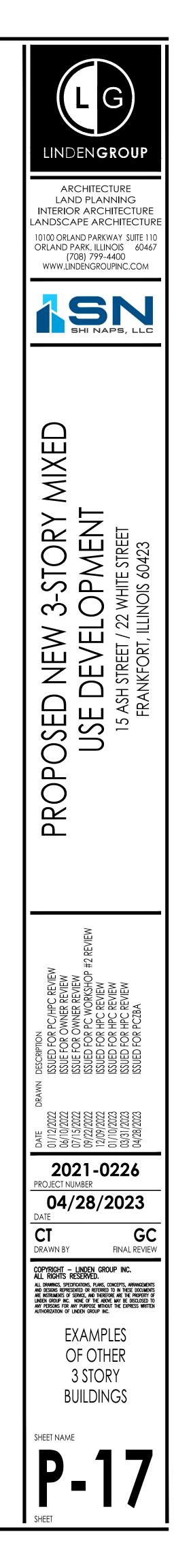
+- 43'-0" estimated height



OTTAWA, IL



3-STORY EXISTING BUILDING FRANKFORT, IL H-1 DISTRICT PUD



#### Planning Commission / ZBA



June 22, 2023

Project:	Misty Creek Townhomes
Meeting Type:	Public Hearing
Requests:	Final Development Plan and Preliminary/Final Plat of Subdivision
Location:	Northwest corner of Laraway Road and 116 <sup>th</sup> Ave
Applicant:	Flaherty Builders, Inc.
Prop. Owner:	Laraway 157 C, LLC
<b>Representative:</b>	Michael Flaherty
Plan Reviewer:	Christopher Gruba, Senior Planner

#### Site Details

Gross Area:	422,750 sq. ft. (9.7 acres)
Net Area	271,059 sq. ft. (6.2 acres)
PIN(s):	19-09-30-300-011-0000
Existing Zoning:	R-4
Future Land Use:	Single-Family Attached Residential
Buildings:	14 buildings (duplexes & triplexes)
Units:	32

#### Figure 1. Location Map



#### Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Undeveloped	General Comm.	E-R
North	Middle School	Public/Institutional	E-R
South	Single Fam. Res.	Single Fam. Detached Res.	R-2
East	Single Fam. Res.	Single Fam. Detached Res.	R-2
West	Undeveloped	General Comm.	B-4

#### Project Summary -

The applicant, Flaherty Builders, Inc., is proposing a 32-unit townhome development for "Misty Creek", located immediately to the south of Hickory Creek Middle School. The 32 units would be in the form of four (4) triplexes and ten (10) duplexes. This project has been reviewed several times by the PC/ZBA and the Village Board. Several entitlements are required for this project, some of which have been completed.

The following actions <u>have been completed</u> by the Village Board:

- Amending the Future Land Use Map designation for this site (2019 Comprehensive Plan) from General Commercial to Single-Family Attached Residential
- Rezoning the subject property from E-R (Estate Residential) to R-4 (Attached Single-Family Residential)
- Approval of the Preliminary Development Plan

The following actions are still required by the Village Board:

- Approval of the Special Use Permit for the proposed PUD
- Approval of the Preliminary/Final Plat of Subdivision
- Approval of the Final Development Plan

At this time, the final actions required by the PC/ZBA are to provide recommendations to the Board for the Final **Development Plan and the Preliminary/Final Plat of Subdivision.** The PC/ZBA reviewed the draft Covenants, Conditions and Restrictions (CC&R's) on October 27, 2022. The latest version of the CC&R's, which include staff's comments, has been included with this report should the PC/ZBA wish to comment.

#### Attachments -

- 1. Aerial map of area, VOF GIS
- 2. PC/ZBA meeting minutes of October 27, 2022 (excerpt)
- 3. Village Board meeting minutes of November 21, 2022 and February 6, 2023 (excerpts)
- 4. Site Impact Letter, provided by applicant, June 14, 2023
- 5. Covenants, Conditions and Restrictions, received June 8, 2023
- 6. Lot Size Table, prepared by staff
- 7. Plat of Survey, received January 27, 2022
- 8. Final Development Plan, received June 1, 2023
- 9. Preliminary/Final Plat, received June 1, 2023
- 10. Landscape Plan and details, received June 1, 2023
- 11. Architectural Elevations and Floorplans, received September 2, 2022

#### Meeting History -

- March 10, 2022: PC/ZBA Workshop #1
- June 23, 2022: PC/ZBA Workshop #2
- October 27, 2022: PC/ZBA Public Hearing
- November 21, 2022: Village Board
  - Approved Future Land Use Map amendment from General Commercial to Single-Family Attached Residential
  - Approved Preliminary Development Plan
- February 6, 2023: Village Board
  - Approved rezoning from E-R to R-4

#### Main changes to plans since PC/ZBA public hearing on October 27, 2022

Since the PC/ZBA public hearing on October 27, 2022, there has been only one change to the plans: the pet park was replaced with a "serenity garden". The former pet park contained a fenced area with play equipment for dogs. The new serenity garden includes a bench, wooden swing arbor and butterfly house. Also, an additional tree and several arborvitae, shrubs and decorative grasses were added to the serenity garden area.

#### Analysis (slightly revised) ——

This analysis has been updated slightly as some actions have been taken by the Board since the public hearing.

#### 2019 Comprehensive Plan

On November 21, 2022, The Village Board amended the Future Land Use Map designation from General Commercial to Single-Family Attached Residential.

<u>Zoning</u>

On February 6, 2023, the Village Board rezoned this property (via a map amendment) from E-R (Estate Residential) to R-4 (Attached Single-Family Residential). Townhomes containing up to 4 dwelling units each are permitted by-right in the R-4 zone district.

#### <u>Density</u>

- The R-4 zone district permits a maximum of 5 dwelling units per "<u>net</u> buildable acre". The overall site is 9.7 gross acres, and when subtracting 3.5 acres for Misty Creek Lane right-of-way and the detention pond, there is a total of 6.2 net buildable acres. These 6.2 net buildable acres allows for up to 31 dwelling units. The project proposes 32 dwelling units, exceeding the maximum density by 1 unit. The maximum density can be exceeded as part of a PUD development, in which exceptions are weighted against tangible benefits.
- Other iterations of the plan included 31-34 dwelling units. The table below calculates the density for a range of units based on the <u>net</u> buildable acreage:

Units	Net Buildable Acreage	Density (dwelling units/net acre)
30	6.2	4.84
31	6.2	5
32	6.2	5.16
33	6.2	5.32
34	6.2	5.48
35	6.2	5.65

- 3. The Zoning Ordinance requires that the applicant submit a Yield Plan when applying for PUD developments, which was included with the plans that were presented at the public hearing. Yield Plans are used to determine the "base density", or the number of dwelling units that can be fit on a property without any variances or exceptions (abiding by minimum lot sizes, required building setbacks, etc.). The PUD plan shall not contain any more dwelling units than what could be achieved through traditional development, as illustrated by the Yield Plan. The Yield Plan illustrates 32 dwelling units, which is the exact number proposed as part of the PUD development. It should be noted that the submitted Yield Plan illustrates dwelling units that are smaller than those proposed on the PUD plan, although they still meet the minimum size requirement of a dwelling unit (the minimum dwelling unit size being 1,200 square feet).
- 4. For comparison, staff has included the following table of other residential townhome projects within the Village, which are also zoned R-4 with a PUD Special Use Permit. The comparisons were made with gross area, since some older records depicting the official *net* buildable area couldn't be located. The closest comparison to Misty Creek is Bowen's Crossing, as they are approximately the same size with respect to gross area:

Name	Gross Area (acres)	Units	Density (gross)
Misty Creek	9.7	32	3.3
Bowen's Crossing	10.5	33	3.2
Settler's Pond	15	61	4.1
Founder's Place	23.6	81	3.4

#### Site Plan, General Comments:

 The hatched squares attached to the rear of each dwelling unit indicate *optional* enclosed sunrooms. Unhatched rectangles attached to the rear of a dwelling unit indicates an unroofed, unenclosed patio only. All of the dwelling units, except for units 1-6 would be permitted an optional sunroom. The sunrooms do not have to be constructed for units 7 - 32, but the option exists.

- 2. No fences, walls or retaining walls are proposed as part of this development (the fence around the former pet park was removed).
- 3. In discussions with Public Works, the streetlights may be the acorn-style fixtures, but the lighting element must be LED. Staff also recommends installing reflectors at the top of the acorn fixture to help minimize light pollution, although this is not a requirement in the Zoning Ordinance.

#### **Dimensional Table**

	R-4	Proposed	Notes
	Min 28,500 sq. ft.,		
	or 5,000 sq. ft. per		Exception required as part of PUD
Minimum Lot Size*	dwelling unit	2,870-5,018 sq. ft	
Density	5 units/net ac.	5.16 units/net ac.	Exception required as part of PUD
Front Yard Setback (east)	40' min	32'	Exception required as part of PUD
Corner Side Yard Setback			
(south)**	40' min	50' +/-	
Side Yard Setback (north)	15' min	20'	
Rear Yard Setback (west)	40' min	31.3′	Exception required as part of PUD
Building side-to-side			
separation	30' min	30.1′	
Setback from HWL of			
detention pond	40' min	80' +/-	
Building Height	35' max	30.5′	
Floor Area Ratio (FAR)	0.25 max	0.19	
Lot Coverage	50% max	18.5%	
Impervious Lot Coverage	50% max	41.7%	

\*Min lot size: The smallest lot is 2,870 square feet (Lot 2) and the largest lots are 5,018 square feet (Lots 25, 27-30 and 32). Smaller lot sizes can be created as part of a PUD, as was done for Lighthouse Point Phase 3.

**\*\*Setback from Laraway Road**: There is no 125' building setback requirement from the centerline of Laraway Road for the R-4 zone district. Coincidentally, the closest building on Lot 1 is approximately 125' from the centerline of Laraway Road.

#### Parking & Loading

- 1. Each dwelling unit is required to provide a two-car garage (page 121). Every unit will have a 2-car garage, meeting this requirement.
- 2. Each dwelling unit is required to provide 0.5 off-street guest parking spaces for each dwelling unit (page 121). There are 32 units, requiring 16 parking spaces. In addition, each dwelling unit is required to provide 0.5 off-street guest parking spaces for each 1,200 square feet of floor area (page 154). There is a total habitable floor area of 67,050 square feet, requiring 28 parking spaces. The total of all required off-street guest parking required is 44 spaces. Driveways over 25' long may satisfy this requirement (page 121). There are at least 22 driveways that are at least 25' long, meeting this requirement. Each driveway is approximately 20' wide, allowing for 2 cars each.

3. Although not counted toward the guest parking requirements, Misty Creek Lane will be constructed as a public road, and parking would be permitted on both sides of the street.

#### **Circulation**

- 1. Misty Creek Lane will be constructed as a public, "local access road", with a 66' right-of-way and 32' roadway pavement width. The road complies with the Village's Design Standards.
- 2. A traffic study is required for PUD developments (page 39). A traffic assessment has been provided and prepared by KLOA, received September 2, 2022. The assessment concludes that the proposed development "will have a limited impact on the existing area roadway conditions".
- 3. Most of the traffic is anticipated to enter/exit from Laraway Road. The intersection at 116<sup>th</sup> would be right-in, right-out only.
- 4. Misty Creek Lane would align with Ledgestone Way, on the south side of Laraway Road.
- 5. Laraway Road will soon be widened by the County; this plan takes this into account. The project has received approval from Will County to allow for a full-access drive onto Laraway Road.
- Laraway Road is classified as a "Regional Arterial Road". 116<sup>th</sup> Avenue is classified as a "Major Collector". These designations affect the landscaping (berming) required along each road frontage.

#### **Building Elevations and Floorplans**

- Each dwelling unit shall be at least 90% masonry on the first floor and 50% on the second floor (page 148). The first floors are 100% masonry, and the second floors have some brick with also composite shake siding, composite lap siding for variety, exceeding this requirement.
- 2. Building design in the R-4 zone district shall be original and unique (page 148). The applicant is proposing a mix of materials and masonry along the entire first floor of every unit.
- 3. Each unit is required to have a separate front and rear exit (page 120). Only Unit C has front and rear access. Units A and B have *side* and rear access only, requiring an exception as part of a PUD development.
- 4. Mechanical equipment will be on the ground next to the units, not on rooftops. Ground-mounted mechanical units must be screened per the requirements in the Zoning Ordinance (pages 144-145, 150).
- 5. Each unit shall provide a basement at least 80% of the area of the footprint (page 120). All units will have a basement of 100% of the floor area of the unit (not including garages, which do not have a basement beneath them).
- 6. The minimum square footage for a 2-bedroom unit is 1,200 SF (page 117). Units A & B are two-bedroom units and measure 2,028 & 2,133 square feet respectively. The minimum square footage for a 3-bedroom unit is 1,600 SF. Unit C is a three-bedroom unit and measures 2,199 square feet.

#### Stormwater & Drainage

- 1. Robinson Engineering has completed a thorough engineering review of the site plan. Any remaining engineering comments are anticipated to be minor.
- 2. According to the National Wetlands Inventory maps, there are no wetlands or floodplains on the subject property.

#### Landscaping

The Zoning Ordinance (page 27) states:

b. Landscape Screening. In accordance with the regulations of Village of Frankfort Landscape Regulations, screening at the edges of the planned unit development shall be regulated as follows:

1. Fences, walls or vegetation screening shall be provided along the edges of the planned unit development where needed to protect residents from undesirable views, lighting, noise or other off-site influences, or to protect occupants of adjoining residential districts from similar adverse influences within the planned unit development.

General Comments:

- 1. There are no trees on the subject property and a tree survey was not required.
- 2. A revised Landscape Plan was provided and exceeds the requirements of the Landscape Ordinance with regard to street trees (Misty Creek Lane), detention pond landscaping and landscape berms along Laraway Road and 116<sup>th</sup> Avenue. In particular, landscaping exceeds requirements along the north and west property lines, as well as along the landscape berms adjacent to Laraway Road and 116<sup>th</sup> Ave.
- Street trees are required on both sides of Misty Creek Lane at a rate of 1 overstory tree for every 35'. Misty Creek Lane is approximately 1,100' linear feet, requiring 32 trees on each side of the road for a total of 64. The Landscape Plan illustrates 71 street trees.
- 4. A landscape berm, approximately 3' tall exists between the proposed townhomes and the school, located mostly on the school property. An agreement exists between the school and the townhome property that this berm remain in perpetuity.
- Arterial Roads (Laraway Road) require a landscaped area at least 25' wide, with plantings and a berm at least 3' tall. A landscape berm, approximately 3' tall, would be located along Laraway Road in front of lots 25-32 and Lot 1, meeting this requirement.
- Collector Roads (116<sup>th</sup> Ave) require a landscaped area at least 18' wide, with plantings and a berm at least 2.5' tall. A 2.5' berm is proposed along 116<sup>th</sup> Avenue, meeting this requirement.

#### Open Space

- 1. At least 20% of the net acreage of PUDs that contain only residential uses shall be <u>usable common open</u> <u>space</u>. Usable, common open space shall abide by the following:
- a) Active or Passive. Usable common open space may include active open space and/or passive open space, as defined in Article 12.

b) Parcel Size: Each parcel of common open space used for active recreation shall be at least 10,000 square feet with a minimum width of 125 feet. For trail purposes the minimum open space width shall be 20 (twenty) feet.

The property contains 6.2 net buildable acres, requiring 1.24 acres/54,014 square feet to be common usable open space (20%). Per the parameters of "usable, common open space" above, no areas within the proposed PUD qualify, resulting in a total of 0% usable common open space provided (technically), thus requiring an exception. Portions of the former walking path would have contributed to the usable, common open space, but this feature was removed and replaced with landscaping. The serenity garden measures approximately 126' x 84' and is approximately 10,584 square feet (or 3.9% of the net area). However, since the garden is not at least 125' in each direction, it doesn't technically count toward usable, common open space.

1. The Zoning Ordinance specifically requires a "tot lot" within PUD developments. However, the applicant is proposing a serenity garden instead, to better serve the anticipated demographic. The use of a serenity garden instead of a tot lot would require an exception for the PUD development.

#### <u>Other</u>

- 1. The Fire District has reviewed the proposed site plan and does not have any additional comments at this time.
- 2. A revised copy of the Covenants and Restrictions has been submitted.
- 3. An EcoCAT clearance letter has been submitted which states that there no significant *natural* resources that would be impacted by the proposed development.
- 4. A SHPO clearance letter has been provided which states that there are no significant *cultural* resources that would be impacted by the proposed development.
- 5. The builder has spoken with the two school districts and Frankfort Park District and each taxing body has agreed to accept cash donations in lieu of any land dedication.
- 6. The Public Works Department inspected the existing sidewalk along Laraway Road. Upon unearthing the sidewalk, it was found to be in good condition. However, any sections of sidewalk that are damaged during the construction of the townhomes would need to be replaced. This was added as a condition of approval of the Special Use Permit for the PUD during the public hearing.

## Exceptions and Tangible Benefits (PUD) ———

The PUD process allows the PC-ZBA to grant exceptions to Zoning Ordinance regulations that would typically be variances under traditional development. During the public hearing, these exceptions were weighted by the PC-ZBA against the "tangible benefits" that a PUD development could offer. The page numbers in parenthesis below refer to the Zoning Ordinance.

#### Exceptions (typically variance requests when not developed as a PUD)

- 1. The minimum lot area in the R-4 zone district is 5,000 square feet (page 116). All lots except for six are less than 5,000 square feet. The smallest lot is 2,870 square feet (Lot 2) and the largest lots are 5,018 square feet (Lots 25, 27-30 and 32).
- 2. The Maximum Net Density in the R-4 zone district is 5 dwelling units/acre, with 5.16 proposed (page 116).
- 3. Residential PUD developments require that at least 20% of the net area be usable, common open space (page 26). None of the areas within the PUD, including the serenity garden, can technically count toward usable, common open space, resulting in 0% provided.
- 4. A tot lot is required, with a serenity garden proposed (page 32), requiring an exception.
- 5. The minimum front yard setback for the R-4 zone district is 40' (page 116). The front yard is defined as the yard adjacent to 116th Ave. Building 24 is set back 32' from the front property line, requiring an exception.
- 6. The minimum rear yard setback for the R-4 zone district is 40' (page 116). The rear yard is defined as the yard adjacent to the west property line. Both buildings along the west property line do not meet the 40' setback, with the closer building located 31.3' from the rear property line.
- 7. A front and rear pedestrian entrance is required for each unit (page 120). Units A and B have front and <u>side</u> entrances, requiring an exception.
- 8. Streetlights cannot exceed 12' max height if no-cutoff fixtures are used. The applicant is proposing 16' 8" tall streetlights with "acorn" light fixtures (no cutoff), requiring an exception.

#### Tangible Benefits (to offset the requested exceptions)

Modifications in zoning, subdivision, and other applicable regulations are privileges and will be considered by the Village only in direct response to the tangible benefits received from the planned unit development to the Village or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities; outstanding environmental, landscape, architectural or site design; or the conservation of special man-made or natural features of the site. (page 24)

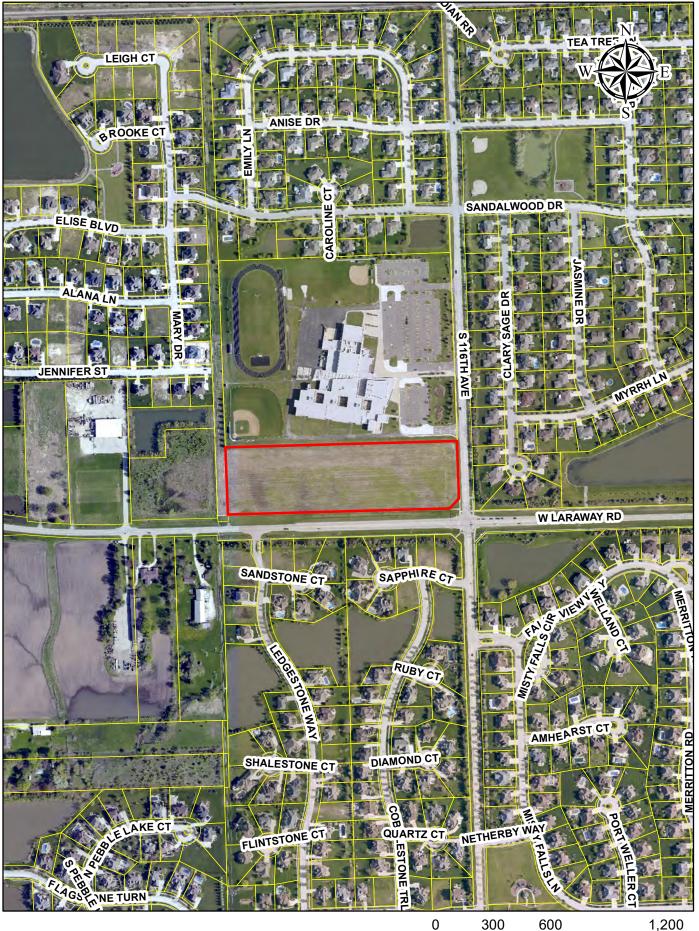
- The Landscape Ordinance requirements are exceeded for street trees (Misty Creek Lane, Laraway, 116<sup>th</sup>), detention pond landscaping and transition yard landscaping (adjacent to the school). Additionally, dense landscaping has been added along the west property line, whereas none is required.
- 2. Off-site landscaping is proposed on school property on the shared landscape berm.
- 3. 100% masonry building façades are proposed, whereas 90% is required (page 148).

#### Affirmative Motions —

1. Recommend to the Village Board to approve the Final Development Plan of Misty Creek, in accordance with the reviewed plans, public testimony and conditioned upon final engineering approval and that the CC&R's and HOA bylaws be submitted to staff for review and approval prior to Village Board consideration.

2. Recommend to the Village Board to approve the Preliminary/Final Plat of Subdivision of Misty Creek, in accordance with the reviewed plans and public testimony, subject to any technical revisions prior to recording and conditioned upon final engineering approval and that the CC&R's and HOA bylaws be submitted to staff for review and approval prior to Village Board consideration.

# Misty Creek Townhomes



10

1,200 Feet

# MINUTES



# MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

# **October 27, 2022–VILLAGE ADMINISTRATION BUILDING**

## 432 W. NEBRASKA STREET

Call to Order:	Chair Rigoni called the meeting to order at 6:31 PM	
Commissioners Present:	Chair Maura Rigoni, Brian James, Nichole Schaeffer, Dan Knieriem	
Commissioners Absent:	Jessica Jakubowski, David Hogan, Will Markunas	
Staff Present:	Director of Community and Economic Development Mike Schwarz, Senior Planner Chris Gruba, Planner Drew Duffin	

Elected Officials Present: Trustee Borrelli, Trustee Savaria

# A. Approval of the Minutes from October 13<sup>th</sup>, 2022

Motion (#1): To approve the minutes from October 13<sup>th</sup>, 2022.

Motion by: Knieriem Seconded by: Schaeffer

Approved: (4-0)

Chair Rigoni swore in any members of the public who wished to speak at the meeting.

# B. Public Hearing: Misty Creek

Chris Gruba gave the staff report.

Mike Flaherty, the applicant, approached the stand. He introduced himself and the other representatives for the project, including the architect, Steve Francis, and attorney Jim Olguin. He thanked Chris for the staff report. He felt excited about the project before the Plan Commission, and believed that there was a need for townhomes in the Frankfort area, particularly for older residents looking to age in place. He said other similar developments such as Abbey Woods and Lighthouse Pointe were successful in Frankfort. Representatives of Hickory Creek Middle School, to the north of the development, were receptive of the project, since it proposed residential development rather than commercial development. As part of the development eight feet of right-of-way would be dedicated to Will County along 116th Avenue, which would provide ample space for improvements to nearby

intersections. In turn, those improvements would help ease the congestion around the school. There would also be limited access to the development along 116<sup>th</sup> Avenue, where a right-in, right-out connection was proposed.

Commissioner Knieriem noted that the location of the dog park had been changed. In previous plans, it was on the corner of 116<sup>th</sup> Avenue and Laraway Road, but was now moved west, away from the corner.

Staff confirmed the change, and explained that the change was made between the first and second workshop held on the proposal.

Commissioner Knieriem asked if the subject property was currently zoned for commercial use.

Staff clarified that the property was zoned as part of the ER, Estate Residential district. However, the 2019 Comprehensive Plan's Future Land Use Map listed the property for "General Commercial."

Chair Rigoni asked if there were any members of the public who wished to comment on the proposal.

There were none.

Chair Rigoni explained that six comments had been received by staff via email prior to the meeting, which she would read out loud for those present. She asked staff whether she needed to read the statements out in their entirety or if she could summarize each comment.

Mike Schwarz explained that the comments would be included as part of the record, so whether Chair Rigoni wished to summarize the comments was up to her.

Chair Rigoni confirmed that the comments would be available for those who wished to read them, and she paraphrased each email.

Comments were received from Brian Doyle, Alicia Kieffer, Sandra Casey, Nate and Alyssa Root, Steve Rains, and Chuck Coleman. All were opposed to the proposed development.

Motion (#2): To close the Public Hearing.

Motion by: Knieriem Seconded by: Schaeffer

Approved (4-0)

Chair Rigoni explained to the audience that much of the Plan Commission's discussion would be general, since they had discussed the matter at previous meetings. She asked for comments from the other members of the Plan Commission relating to the requested zoning changes.

Commissioner Schaeffer said that she believed the change in zoning was appropriate for the area. Even though the Future Land Use Map called for commercial development in the area, there was a need for townhomes in Frankfort.

Commissioner Knieriem agreed. He stated that between the proposed R-4, Attached Single Family Residential district and a commercial district, the residential district was preferable.

Commissioner James stated that the proposed use was better than a commercial use. He also liked that this development was satisfying a need for townhomes. He noted that there were several examples of R-4 and R-2, Single Family Residential located in close proximity to one another in Frankfort, and that the developments were generally compatible with one another. Addressing the comments which expressed concern over the proposed development's impact on surrounding property values, Commissioner James noted that in the parts of Frankfort where R-2 and R-4 were near one another, the property values of the R-2-zoned homes typically remained stable.

Chair Rigoni agreed with her fellow Commissioners that R-4 seemed a more appropriate use than a commercial development. Even though the applicant was requesting a rezoning to R-4, the majority of the proposed buildings were duplexes rather than the typical multifamily homes allowed in the R4 district. She turned the conversation toward the proposed Planned Unit Development (PUD) plan, and noted that her concerns relating to the roadways were addressed. But concerns about density, setbacks, and open space still needed to be addressed.

Commissioner Knieriem asked Chair Rigoni if she was referring to the requested exceptions related to the PUD.

Chair Rigoni said she was. She asked the applicant if the proposed lighting fixtures were standard for Frankfort.

The applicant stated they were, and that they were using fixtures which were found elsewhere in the Village.

Chair Rigoni explained that she was looking for a way to reduce the number of requested exceptions, and that the height of the light fixtures could potentially be eliminated. She asked staff if the code required fixtures to be no higher than twelve feet tall.

Staff stated that there were two conflicting regulations, one in the Zoning Ordinance and one in the design standards. When regulations conflict, the more restrictive regulation takes precedence.

Commissioner Knieriem asked the applicant what their reasoning was when deciding to exceed the maximum density for the R-4 district, as well as for proposing lot sizes smaller than the minimum required.

The applicant responded that those decisions were made as a result of how the Zoning Ordinance was written. Staff's report noted that there was no open space proposed in the development. The applicant disagreed with that assessment, since there was plenty of open space between and around the proposed buildings. By reducing the sizes of each lot, there would be more area which could be considered common open space. This design consideration matched other similar developments in the Village.

Chair Rigoni asked if the required minimum lot area of 5,000 square feet was for typical subdivision developments, rather than for PUDs.

Staff responded that she was correct.

Chair Rigoni asked if the difference between the proposed lots and the minimum area requirements were made up for by the additional common area around the proposed buildings. She also asked if the back yards for each proposed building became an outlot.

The applicant responded that she was correct.

Commissioner James asked if the required minimum lot size for a lot zoned R2 was 15,000 square feet.

Staff said that it was.

The architect noted that the proposed layout was common for a PUD. He suggested that the development be considered as a whole, rather than directly compared with the R4 regulations.

Chair Rigoni asked if the area of each lot was equivalent to the footprint of each unit.

The architect said that one building was located in each lot. An additional five feet around the proposed building was also within the lot for green space.

The applicant explained that one option for subdividing the land was to create one lot for each building. However, it would be easier to sell the townhomes in the future if each dwelling unit was subdivided as its own lot. The submitted yield plan showed that there was sufficient space for each unit if designed to follow the R4 regulations but doing so would result in very small dwellings.

The architect added that dividing the net buildable acreage by 32, the number of proposed units, resulted in lots 8,500 square feet in size, which would meet the requirements of the Zoning Ordinance.

Chair Rigoni asked if the proposed Unit 2, which was 2,800 square feet, only included the footprint of the building.

The applicant said that was correct.

Chair Rigoni asked if a traditional lot around the building which Unit 2 was a part of would include more area than the proposed 2,800 square feet. She also asked if the proposed subdivision of land was typical of a PUD.

The applicant responded yes to both questions.

Commissioner Schaeffer stated she was OK with the discussion on density so far, and stated she had no additional questions on that topic.

Commissioner James stated that he initially had some concerns over density, but those concerns were alleviated based on the discussion.

Chair Rigoni noted that they exceeded the maximum density requirement for the R-4 district by one unit. She said that knowing the buildings would be built as duplexes helped alleviate her concerns about density. She turned the discussion to open space, and noted that at a previous meeting, the Plan Commission suggested removing some amenities which could be counted toward the open space requirement. She asked about the dimensions of the dog park.

Staff responded that it was approximately 10,000 square feet, or an area roughly 125 feet by 80 feet.

Commissioner Knieriem asked how much open space would exist if the dog park were counted toward that requirement.

Staff estimated that the applicant would have approximately 5% of the net buildable acreage dedicated to open space, where 20% was required. However, due to the insufficient dimensions of the proposed dog park, the area could not technically be counted towards the open space requirement.

The applicant explained that the proposal had previously met that requirement with the previously proposed walking path in combination with the dog park.

Commissioner James asked whether the previously proposed path was too narrow in some places to be counted toward usable open space.

Staff stated that was the case.

Commissioner Knieriem asked why the proposed path was removed.

The applicant explained that the path was removed based on a recommendation from the Plan Commission at a previous workshop meeting.

Commissioner Knieriem explained that he had no issue with getting rid of the path, since he thought it was unlikely people would have used it anyway. Chair Rigoni added that the path was removed to allow for additional privacy as well.

Commissioner Schaeffer also noted that the Plan Commission had preferred adding additional landscaping to the north and west sides of the property.

Chair Rigoni asked if there were any other comments regarding open space.

Commissioner Knieriem asked if there was any more detail available on the proposed pet park.

The applicant said that there was more detail in the landscape plan.

Commissioner Schaeffer asked what color the proposed equipment would be.

One of the representatives of the project stated that the equipment would not be blue, as shown in the packet, but more muted colors instead.

Commissioner Knieriem noted that there may be some safety issues with the dog park being located so close to Laraway Road. He asked if the applicant had considered including a double-gate entryway to the park so residents could properly leash their pets before leaving the park.

The applicant stated that a double-gate entryway was proposed.

Commissioner James asked if the proposal would meet the open space requirements if one unit from the triplex adjacent to the park was eliminated and added to the park.

Staff stated they would not meet the open space requirement if they did that.

Commissioner James asked if there was an industry standard for pet park sizes.

Staff did not believe there was.

Commissioner James noted that the proposed development was relatively small, with little space to dedicate to open space. He recalled that there were other existing parks, paths, and wide walkways nearby which residents could use. He was not overly concerned about residents having access to open space, but he did want to see some open space, rather than the zero square feet currently proposed.

Chair Rigoni asked if the proposed street would be public.

Staff responded that it would be.

Chair Rigoni stated that typically streets for these developments were private, and thought it was good that the street would be designed and built to public right-of-way standards. She also liked that there was some open space provided for the residents, which wasn't always the case with residential developments. The applicant explained that given the dimensions and characteristics of the site, there was no way to meet every requirement set forth. They tried to meet them all, but were unsuccessful. When taken as a whole, some enhanced landscaping was being provided, and was an example of their attempts to make as much use of the space as possible, rather than trying to strictly meet the code requirements. He and his team were aware of the zero square feet of open space, but they worked with staff to provide something to the residents regardless of whether it counted towards code requirements or not.

Chair Rigoni asked if there were any comments on the proposed setbacks.

Commissioner Knieriem asked why the applicant was asking for a 32-foot setback instead of meeting the 40-foot setback requirement.

The applicant explained that the proposed building was currently 40' from Laraway Road, but that setback would be reduced to 32-foot when they dedicated 8 feet to Will County for traffic improvements. Similarly, 8 feet were needed to align the proposed street with another road to create a proper 4-way intersection.

Chair Rigoni asked for comments on the building entrance requirements and the proposed street light fixtures.

Commissioner Knieriem asked why certain units had side and rear entrances, rather than front and rear entrances.

The applicant stated that the side entrances were intended to replace the typical front entrance. He believed the exception request was based on a quirk of Village code.

Chair Rigoni agreed, and suggested that the intention of that particular regulation was to ensure there were two entryways for each unit, and that the location was less of a concern than the number.

Commissioner Schaeffer stated she had no comments on the light fixtures.

Staff noted that they had spoken to the Public Works Department about the light fixtures. They suggested that reflectors be added inside of the light fixtures to help minimize light pollution.

Chair Rigoni stated that those details were beyond the purview of the Plan Commission, and suggested the applicant following the direction of the Public Works Department. She asked the other members of the Plan Commission if there were any other comments they wished to make.

Commissioner Knieriem recalled that some of the comments from the public were concerned with property values. He asked the applicant what the price range would be for the proposed units would be once they were for sale.

The applicant said they would be priced anywhere from the high \$400,000 range to the mid \$500,000 range.

Commissioner Knieriem asked what the sale prices would be if they were built before the large increase in construction costs.

The applicant stated they would have been in the mid \$400,000 range. The units in Abbey Woods sold in the low \$400,000 range. Some of the last units sold in that development sold for around \$500,000. Pricing the proposed units at a similar level was not feasible.

Commissioner James asked the applicant if they had considered varying the color of the roof shingles.

The applicant stated that they wanted to maintain consistent colors across the brick façade and the roof shingles. Varying the color on the shingle roofs was possible, but he had no experience doing that.

Chair Rigoni asked whether the preliminary plat would need to be approved in a separate motion.

Staff clarified, saying the proposed development would return to the Plan Commission for plat approval if the Village Board approved the PUD.

**Motion (#3):** Recommend to the Village Board an amendment to the Future Land Use Map in the *Your Frankfort, Your Future 2040 Comprehensive Plan* to change the designation of the subject property from "General Commercial" to "Single-Family Attached Residential."

Motion by: Knieriem Seconded by: Schaeffer

Approved: (4-0)

**Motion (#4):** Recommend to the Village Board to approve the Zoning Map Text Amendment (rezoning) from the E-R, Estate Residential District to the R-4, Attached Single-Family Residential District, in accordance with the reviewed plans, findings of fact, and public testimony conditioned on preliminary engineering approval.

Approved: (4-0)

**Motion (#5):** Recommend to the Village Board to approve the Special Use Permit for a Planned Unit Development for residential townhomes, in accordance with the reviewed plans, findings of fact, and public testimony, conditioned on preliminary engineering approval and the replacement of any sections of public sidewalk damaged during construction.



# MINUTES OF THE REGULAR FRANKFORT VILLAGE BOARD MEETING NOVEMBER 21, 2022

Mayor Keith Ogle called the regular meeting of the Frankfort Village Board to order on Monday, November 21, 2022, at 7:00 P.M., at the Village Administration Building, 432 W. Nebraska Street, Frankfort, Illinois.

# **ROLL CALL**

Village Administrator Rob Piscia called the roll. In attendance were Mayor Keith Ogle, Trustees Adam Borrelli, Margaret Farina, Michael Leddin, Daniel Rossi, and Gene Savaria. Also in attendance were Attorney George Mahoney, Attorney Hannah Lamore, Administrator Rob Piscia, Assistant Administrator John Burica, and Police Chief Leanne Chelepis. Trustee Jessica Petrow and Village Clerk Katie Schubert were absent.

# APPROVAL OF SPECIAL ORDERS – UNANIMOUS CONSENT AGENDA

All items on the Omnibus Agenda are considered to be routine in nature and are enacted in one motion. There is no separate discussion of these items unless a board member makes a request, in which event, the item will be removed from the Consent Agenda and will be considered separately.

Trustee Farina requested item D (2) – Preliminary Development Plan: Misty Creek Townhome Development be removed from the Consent Agenda.

- A. Approval of Minutes
  - 1. Regular Meeting (November 7, 2022)
- B. Approval of Bills/Payroll \$451,903.02/\$421,405.74
- C. Committee of the Whole Report
  - Engineering Services Agreement: Jackson Creek Sanitary Sewer Evaluation Services Basins 1 & 4 – Resolution Accept the recommendation of the Committee of the Whole and adopt A RESOLUTION (NO. 22-31) AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROBINSON ENGINEERING, LTD., for professional engineering services related to the 2022-23 Jackson Creek Sanitary Sewer Evaluation Services Basins 1 & 4, in the amount of \$86,740.00.
  - 2023 Village of Frankfort Meeting and Holiday Calendar Approval Accept the recommendation of the Committee of the Whole and approve the 2023 Village of Frankfort Meeting and Holiday Calendar as presented.

- D. Plan Commission Report Summary
  - Future Land Use Map Amendment Ordinance (Waive 1<sup>st</sup> and 2<sup>nd</sup> Readings) Accept the recommendation of the Plan Commission, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3383) AMENDING THE FUTURE LAND USE MAP WITHIN "YOUR FUTURE YOUR FRANKFORT 2040 COMPREHENSIVE PLAN" to change the designation of the property located at the northwest corner of Laraway Road and 116th Avenue, PIN: 19-09-30-300-011-0000, from General Commercial to Single-Family Attached Residential.
  - 2. Preliminary Development Plan: Misty Creek Townhome Development *Removed from Consent Agenda*

Trustee Savaria made a motion, seconded by Trustee Farina, to approve the Unanimous Consent Agenda.

Trustees Borrelli, Farina, Rossi, and Savaria presented a brief overview of the consent agenda docket items under consideration for approval.

Administrator Piscia called the roll. Ayes: Trustees Borrelli, Farina, Leddin, Rossi, and Savaria. Nays: None. Absent: Trustee Petrow. The motion carried.

# PRELIMINARYDEVELOPMENTPLAN:MISTYCREEKTOWNHOMEDEVELOPMENT - REMOVED FROM CONSENT AGENDA

Trustee Leddin presented a brief overview of the Preliminary Development Plan for the proposed Misty Creek Townhomes. He reported the applicant, Flaherty Builders, Inc., proposes to construct a 32-unit townhome development on the vacant property located at the northwest corner of Laraway Road and 116<sup>th</sup> Avenue. The proposed development includes four (4) triplexes and ten (10) duplexes. To accommodate construction of the proposed townhome development, the applicant requests approval to rezone the property from E-R Estate Residential to R-4 Attached Single-Family Residential District with a Special Use Permit for a Planned Unit Development (PUD). A new public road (Misty Creek Lane) is proposed through the center of the development, connecting to both Laraway Road and 116<sup>th</sup> Avenue.

At the October 27, 2022 Public Hearing on the proposed development, the Plan Commission forwarded two unanimous (4-0) recommendations to the Village Board to (1) approve the rezoning from E-R Estate Residential to R-4 Attached Single-Family Residential District; and (2) approve a Special Use Permit for a Planned Unit Development (PUD), including the Preliminary Development Plan for the Misty Creek townhome development.

The motion before the Village Board this evening is the consideration to approve the Preliminary Development Plan for the Misty Creek townhome development. The proposed rezoning, Special

Use Permit for a PUD, and associated Final Plat of Subdivision will be considered by the Village Board following Plan Commission review of the Final Development Plan.

Trustee Leddin made a motion, seconded by Trustee Borrelli, to accept the recommendation of the Plan Commission and approve the Preliminary Development Plan for the Misty Creek Townhome Development.

Mayor Ogle invited trustee comment on the matter prior to a vote being taken.

Trustee Farina thanked Mr. Flaherty for his proposal and noted the Village received several comments from local residents regarding the rezoning and density of this development. She disclosed that she is a resident of Misty Falls Subdivision (since 2009) which is a Flaherty development. Trustee Farina voiced her support to change the future land use designation from commercial to residential for the property, noting she felt it would be a better use of that land. She expressed concerns regarding the proposed townhome development relating to density and the dog park. She hoped staff worked with the developer to reconsider those items as part of the final development plan review by the Plan Commission.

Trustee Borrelli voiced his support of single-family attached residential rather than commercial for the parcel.

Mayor Ogle invited public comment on the item prior to a vote being taken.

Mr. Flaherty approached the podium and acknowledged density, the location of the dog park, and whether the dog park was needed were items for further Plan Commission review as part of the final development plan.

Administrator Piscia called the roll. Ayes: Trustees Borrelli, Farina, Leddin, Rossi, and Savaria. Nays: None. Absent: Trustee Petrow. The motion carried.

# MAYOR'S REPORT

• Mayor Ogle entertained a motion from the floor to promote "Small Business Saturday" in the Village of Frankfort on the Saturday after Thanksgiving as a day to shop small and shop local for the upcoming holiday season.

Trustee Savaria made a motion, seconded by Trustee Farina, to proclaim Saturday, November 26, 2022, as "Small Business Saturday" in the Village of Frankfort. A voice vote was taken. All were in favor. The motion carried.

• Mayor Ogle announced the following upcoming annual events: Lighting of the Green (December 1); Midnight Madness (December 9); and Reindeer on the Green (December 10).

Village Board November 21, 2022 Page 4

- Mayor Ogle congratulated Phillips Chevrolet for earning the J.D. Power Dealer of Excellence Award for the fourth year in a row and wished them much continued success.
- Mayor Ogle wished the Lincoln-Way East Griffins football team good luck as they head to Champaign for the state championship game.
- Mayor Ogle thanked all the residents who generously dropped off their extra Halloween candy at the Village Hall. He shared that over 200 pounds of candy was collected and delivered to the Manteno Veterans Home, the Will County Children's Advocacy Center, the Crisis Center for South Suburbia, and MorningStar Mission.
- Mayor Ogle wished all a happy Thanksgiving.

# **BOARD COMMENTS**

The Village Board wished everyone a happy and safe Thanksgiving. Members acknowledged the football coaching staff at Lincoln-Way East and Providence for their incredible season and wished them the best as they advance into the state championship games. A shout-out was also given to the Lincoln-Way East theatre group who was selected to compete at the University of Illinois in January. Members acknowledged Cub Scout Pack 270 for their Scouting for Food drive and collecting 633 bags of food for the Frankfort Township food pantry, noting the community's generosity. Members encouraged residents to shop small, shop local, shop Frankfort and to attend the Village's annual tree lighting ceremony. Mayor Ogle was congratulated on the birth of his first grandson.

# VILLAGE ADMINISTRATOR REPORT

Administrator Piscia reported the Village will conduct one final leaf and branch collection the week of November 28. He congratulated Phillips Chevrolet for earning the J.D. Power Dealer of Excellence Award. He wished both Lincoln-Way East and Providence well at their state championship games. Administrator Piscia reported the Village Hall will be closed Thursday and Friday in observance of the Thanksgiving holiday and wished everyone a happy Thanksgiving.

# POLICE DEPARTMENT REPORT

Chief Chelepis reminded residents that the Frankfort Police Department provides resources for vacation watch services and to visit the Village website under the Police Department/Crime Prevention tab to complete the form. She reminded the public to lock their vehicles and never leave keys/key fobs inside of vehicles. Chief Chelepis wished everyone a happy and safe Thanksgiving.

# VILLAGE ATTORNEY'S REPORT

Village Attorney Lamore had no report.

Village Board November 21, 2022 Page 5

# **OTHER BUSINESS**

None.

## **PUBLIC COMMENT**

Donna Norton, representative of Opa! restaurant, read a letter from the owners Maureen and George Karuntzo relating to the fabric vestibule located at their establishment and asked the Village to delay the order to remove the vestibule for a period of six months.

#### **ADJOURNMENT**

Hearing no further business, Trustee Borrelli made a motion, seconded by Trustee Savaria, to adjourn the regular board meeting of Monday, November 21, 2022. A voice vote was taken. All were in favor. The motion carried. The meeting adjourned at 7:31 P.M.

Robert E. Piscia Village Administrator

As Presented X As Amended \_\_\_\_

Geogle	Keith Ogle, Village President
Mata Schubert	Katie Schubert, Village Clerk
GUR-	Robert E. Piscia, Village Administrator



#### MINUTES OF THE REGULAR FRANKFORT VILLAGE BOARD MEETING FEBRUARY 6, 2023

Mayor Keith Ogle called the regular meeting of the Frankfort Village Board to order on Monday, February 6, 2023, at 7:00 P.M.

#### ROLL CALL

Village Clerk Katie Schubert called the roll. In attendance were Mayor Keith Ogle, Clerk Katie Schubert, Trustees Adam Borrelli, Margaret Farina, Michael Leddin, Jessica Petrow, Daniel Rossi, and Gene Savaria. Also in attendance were Attorney Hannah Lamore, Police Chief Leanne Chelepis, and Village Administrator Rob Piscia.

#### APPROVAL OF SPECIAL ORDERS - UNANIMOUS CONSENT AGENDA

All items on the Omnibus Agenda are considered to be routine in nature and are enacted in one motion. There is no separate discussion of these items unless a board member makes a request, in which event, the item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of Minutes
  - 1. Regular Meeting (January 17, 2023)
- B. Approval of Bills \$986,506.57
- C. Plan Commission Report Summary
  - Misty Creek Townhouse Development Rezone from Estate Residential (E-R) to Attached Single Family Residential (R-4): Northwest Corner of Laraway Road and 116<sup>th</sup> Avenue – Ordinance (Waive 1<sup>st</sup> and 2<sup>nd</sup> Readings)

Accept the Plan Commission recommendation, waive the First and Second Readings, and pass AN ORDINANCE (NO. 3390) REZONING CERTAIN PROPERTY LOCATED WITHIN THE LIMITS OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS (MISTY CREEK TOWNHOUSE DEVELOPMENT – PIN: 19-09-30-300-011-0000), located at the northwest corner of Laraway Road and 116<sup>th</sup> Avenue from Estate Residential District (E-R) to Attached Single Family Residential District (R-4), in accordance with the reviewed plans, public testimony, and Findings of Fact.

Trustee Savaria made a motion, seconded by Trustee Farina, to approve the Unanimous Consent Agenda.

Trustees Farina and Savaria presented a brief overview of the consent agenda docket items under consideration for approval.

Village Board February 6, 2023 Page 2

Clerk Schubert called the roll. Ayes: Trustees Borrelli, Farina, Leddin, Petrow, Rossi, and Savaria. Nays: None. The motion carried.

### MAYOR'S REPORT

Mayor Ogle commented on the Fire and Ice Winter Social event held on Saturday, February 4, and announced the winners of the "Chili Cook-Off:" 1<sup>st</sup> Place: Fat Rosie's Taco and Tequila Bar; 2<sup>nd</sup> Place: The Wine Thief Bistro; and 3<sup>rd</sup> Place: Dancing Marlin. He announced the total number of "Snowflakes in the Ice Block" was 124 and the winners will be notified by Village staff. Mayor Ogle voiced his appreciation to staff, the restaurants who participated in the chili cook-off, and everyone who came out for the event.

Mayor Ogle reported the Village is currently accepting vendor applications for the 2023 Frankfort Country Market season. The 2023 season kicks off on Sunday, April 23 and continues through October 29.

Mayor Ogle noted in observance of the President's Day holiday on Monday, February 20, Village of Frankfort offices will be closed. The regularly scheduled board meeting will be held on Tuesday, February 21, at 7:00 P.M.

Mayor Ogle congratulated the Lincoln-Way East Varsity Cheer Team who won the Illinois High School Association (IHSA) Competitive Cheerleading State Championship on Saturday, February 4, in the large team division; Lincoln-Way West who took 2<sup>nd</sup> place; and Lincoln-Way Central who took 5<sup>th</sup> place.

### **BOARD COMMENTS**

Clerk Schubert noted the next Village Board meeting is her birthday and Fat Tuesday so cake and paczki "are approved." She encouraged residents to vote in the April 4, 2023 Consolidated Election and provided ways to vote, including Vote By Mail and Early Voting at the Village Hall.

Trustee Leddin stated that it is G.R.E.A.T. to win the state championship and congratulated the LWE Varsity Cheer Team.

Trustee Savaria extended congratulations to the LWE Cheer Team and Fat Rosie's for their first place finish. He wished Katie Schubert a happy birthday.

Trustee Farina commented on the great turn out for the Fire and Ice Winter Social event held over the weekend. She thanked Event Coordinator Sue Lynchey and staff for their efforts with the event. She congratulated the Lincoln-Way Competitive Cheer Teams and their families.

Trustee Petrow stated the Fire and Ice Winter Social was a really fun event and she congratulated the winners. She recognized Frankfort Restaurant Week and encouraged residents to take advantage of the great tasting menus at the participating restaurants. She congratulated the LWE Cheer Team.

Village Board February 6, 2023 Page 3

Trustee Borrelli also encouraged residents to check out Frankfort Restaurant Week and take advantage of the tasting menus. He congratulated the LWE Cheer Team for capturing another state championship.

Trustee Rossi commented on the great turnout for the Fire and Ice Winter Social event and thanked staff for their efforts.

### VILLAGE ADMINISTRATOR REPORT

Administrator Piscia congratulated the LWE Varsity Competitive Cheer Team. He asked residents to refrain from cutting branches and placing them in the parkway with the more moderate temperatures, noting Village trucks are still geared up for snow plowing and not set up for branch pick up.

### POLICE DEPARTMENT REPORT

Chief Chelepis reported the Frankfort Police Department is looking for qualified individuals to join the Frankfort team of law enforcement professionals. The Frankfort Police Department is hosting a written test on Saturday, March 25, at Lincoln-Way East High School. Applications can be found on the Village website; blueline.com; and copsandfiretesting.com, starting on February 8. She reported the Chelsea School 5<sup>th</sup> Grade DARE photo scavenger hunt is live and she thanked Officer Riff for his efforts with this program. Chief Chelepis reported the latest edition of the *Frankfort Police News* is available on the Village website.

### VILLAGE ATTORNEY'S REPORT

Village Attorney Lamore had no report.

### **OTHER BUSINESS**

There were no other items of business for discussion.

### **PUBLIC COMMENT**

No public comments were addressed to the Village Board.

### **ADJOURNMENT**

Hearing no further business, Trustee Borrelli made a motion, seconded by Trustee Savaria, to adjourn the regular board meeting of Monday, February 6, 2023. A voice vote was taken. All were in favor. The motion carried. The meeting adjourned at 7:14 P.M.

Katie Schubert Village Clerk

As Presented  $\underline{X}$  As Amended \_\_\_\_\_

Village Board February 6, 2023 Page 4

Keith Ogle, Village President Schubert Katie Schubert, Village Clerk



June 14, 2023

Chris Gruba Village of Frankfort 432 West Nebraska Frankfort, IL 60423

Re: Misty Creek Townhomes

Dear Chris:

In accordance with the Village of Frankfort's Zoning ordinance, please consider this letter our analysis of the impact of the Misty Creek Townhome development on the subject site.

The proposed Misty Creek Townhome Development will be constructed on an existing 9.7-acre property that sits at the NW corner of 116<sup>th</sup> Ave & Laraway Road. The site is adjacent to the Hickory Creek Middle School at a signalized intersection along Laraway Road. The site is currently farmed each year. The existing contours are relatively flat and the site drains to the south-east. There are no wetlands, floodplain, or wildlife habitats on the site. Air quality at the site is similar to the surrounding areas and generally considered to be good.

The proposed development will respect the existing contours by maintaining the existing drainage flow to the south-east portion of the site. The new detention facility will be constructed as a native bottom pond at the south-east corner of the site. The detention pond will retain the project's storm water runoff and restrict its release downstream via an engineered restrictor pipe. Upon completion, the townhome development will be visually superior with architecturally pleasing exteriors and enhanced landscaping along Laraway road, 116<sup>th</sup> Ave, and the Hickory Creek Middle School.

Thank you for your assistance and support in getting the project approved.

Sincerely, Flaherty Builders, Inc.

# Michael G. Flaherty

Michael G. Flaherty President

9485 Bormet Dr. Mokena, IL 60448 Ph: (708) 479-4497 Fax: (708) 479-0055

www.flaherzshomes.com

#### DECLARATION OF COVENANTS, RESTRICTIONS, EQUITABLE SERVITUDES, EASEMENTS, AND PARTY WALL RIGHTS OF MISTY CREEK SUBDIVISION

THIS DECLARATION of Covenants, Restrictions, Equitable Servitudes, Easements, and Party Wall Rights of **MISTY CREEK SUBDIVISION** (hereinafter referred to as the "Declaration") is made this \_\_\_\_\_day of \_\_\_\_\_, 2023 by \_\_\_\_\_\_ (the "Declarant"):

#### **RECITALS**

(A) The Declarant is the record titleholder of certain real estate in the Village of Frankfort, County of **Will**, and State of Illinois, which is legally described on Exhibit "A," attached hereto and made a part hereof (hereinafter referred to as the "Property").

(B) Laraway 157C, LLC a Delaware limited liability company, is the Developer of the Property.

(C) The Developer intends to develop and improve the Property with townhome dwellings, a common area, and other improvements.

(D) The Developer intends to submit the Property to the provisions of the Declaration and to form an Illinois not-for-profit corporation known as Misty Creek Townhome Owners' Association to own and maintain certain portions of the Property (as hereinafter identified) and the facilities and improvements thereon (as hereinafter identified).

NOW, THEREFORE, the Declarant hereby declares that all the Property shall be held, sold, and conveyed subject to the following covenants, restrictions, equitable servitudes, easements, and party wall rights, all of which shall run with the Property and shall be binding on all parties having or acquiring any rights, title and/or interest therein or any part thereof and shall inure for the benefit of each record titleholder (or its beneficiary(ies) if the title is held in trust) thereof. Accordingly, each grantee of a Lot and/or Common Area (as hereinafter defined), by acceptance of a deed conveying any Lot and/or Common Area, accepts title thereto upon and subject to each and all of the covenants, restrictions, equitable servitudes, easements and party wall rights herein contained, and by such acceptance, covenants and agrees to keep, observe and comply with the terms of the Declaration for himself/herself/themselves/itself, his/her/their/its heirs, personal representatives, executors, agents, administrators, trustees, mortgagees, successors, lessees, and assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of the Declaration shall be sufficient to create and reserve all of the covenants, restrictions, equitable servitudes, easements, and party wall rights which are granted, created, reserved and/or declared by the Declaration, as fully and completely as though they were set forth in their entirety in any such document.

#### ARTICLE I

#### **Definitions**

The following words when used anywhere in the Declaration shall have the following meanings:

**1.01 <u>A.R.C.</u>: the Architectural Review Committee for the Subdivision.** 

**1.02** <u>Association:</u> Misty Creek Townhome Owners' Association, an Illinois not-forprofit corporation, its successors, and/or assigns.

**1.03 Board:** all of the acting directors on the board of directors for the Association.

**1.04 Builder:** Flaherty Builders Incorporated, an Illinois corporation, its successors, and/or assigns.

**1.05** <u>Bylaws:</u> the terms governing the regulation and management of the affairs of the Association, as may be amended from time to time, adopted by the Board, which are attached hereto and made a part hereof as Exhibit "B."

**1.06** <u>Carriage Walks:</u> sidewalks that provide a means for ingress, egress, and access to, from, and through the Property.

**1.07** <u>Common Area:</u> the portion of the Property, which is legally described in Exhibit "C," attached hereto and made a part hereof, including such additions thereto and deletions thereof as may be made in the future by an amendment or supplementation to the Declaration.

**1.08** <u>Declarant:</u> Laraway 157C, LLC a Delaware limited liability company, its successors, and/or assigns.

**1.09 Declaration:** this instrument, its exhibits, and all amendments and supplements thereto. To assist the reader with locating the provisions referenced with the terms "the Declaration" and "the Bylaws" (as the Declaration and the Bylaws share some Article and Section numbers) and to exclude and/or single out the Bylaws from the Declaration in certain instances, the term "the Declaration" and the term "the Bylaws" are used throughout this instrument.

**1.10** <u>Developer:</u> Laraway 157C, LLC a Delaware limited liability company, its successors, and/or assigns.

**1.11 Initial Meeting:** the first meeting of the Membership (see Section 13 of this Article I for the definition) after the Turnover Date (see Section 21 of this Article I for the definition).

**1.12** <u>Limited Common Areas:</u> any and all structures or portions thereof that are contiguous to and exclusively serving a single Unit or adjoining Units, including but not limited to patios, driveways, Carriage Walks, and/or other structures, to the extent that such improvements are located outside the boundaries of the Lot they benefit and/or within the Common Area.

**1.13** Lots: the real estate legally described on Exhibit "D," which is attached hereto and made a part hereof. Used singularly, any one of the Lots legally described in said Exhibit "D."

**1.14 <u>Membership:</u>** the members of the Association.

**1.15** <u>Owner:</u> the record titleholder, whether one or more persons or entities of fee simple title to any Lot, as herein defined, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. Also, the beneficiary(ies) of a named land or testamentary trust that holds title to any Lot.

**1.16 Party Wall:** a wall built partly on the Lot of one Owner and partly on the Lot of another Owner for the benefit of both parties in support of the construction of contiguous Units.

**1.17 Plat:** the Plat of Misty Creek Subdivision, recorded on \_\_\_\_\_\_as Document

 No. \_\_\_\_\_\_in Will County, Illinois, and any and all certificates of correction thereto.

**1.18 <u>Public Streets:</u>** all streets within the Property, as identified on the Plat.

**1.19 Property:** the real estate legally described on Exhibit "A," which is attached hereto and made a part hereof, and any real estate that may be added or deleted by amendment or supplementation to the Declaration.

**1.20 Subdivision:** Misty Creek Subdivision as delineated on the Plat. No further resubdivision shall be permitted without the approval of the Association and the Village.

**1.21 Townhome Building:** all of the Units contained within a single structure.

**1.22** <u>**Turnover Date:**</u> the date of the first to occur of: (i) such time as the Developer no longer has legal or equitable interest to, financial or beneficial interest in or power of direction over title to any part of the Property, (ii) the giving of written notice by the Developer to all the Owners of the Developer's election to terminate the Developer's control of the Association and to waive the Developer's right of reinstatement (as hereinafter discussed) or (iii) ten (10) years from the original recording date of the Declaration.

**1.23** <u>Unit:</u> a single townhome unit located on the Property that consists of a group of rooms, which may be attached to one or more other townhome units by a Party Wall and designed and intended for the exclusive use as living quarters by an Owner.

**1.24** <u>Village:</u> the Village of Frankfort, an Illinois municipal corporation, its successors, and/or assigns.

**1.25** <u>Voting Member:</u> the one designated Owner per Lot who is entitled to vote on matters submitted for consideration of the Membership.

# ARTICLE 2

# **Liability and Indemnification of Directors and Officers**

Neither the directors nor any officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or any other acts or omissions of any nature whatsoever while acting in the capacity of such directors or officers, except in the instance of adjudged fraud, other adjudged intentional and malicious wrongdoing and/or adjudged gross negligence. The Association shall indemnify and hold harmless the directors and officers, their heirs, and legal representatives against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers on behalf of the Owners and/or the Association and/or arising out of their status as directors or officers unless any such contract or act is adjudged to have been made or done fraudulently or with gross negligence or malicious intent. The foregoing indemnifications shall include indemnification against any and all costs and expenses (including but not limited to reasonable attorneys' fees) actually and reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that the foregoing indemnifications shall not be operative with respect to: (a) any matter as to which a director or officer is adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or malicious intent in the performance of his/her duties as such director or officer or (b) any matter settled, unless, in the opinion of independent counsel selected by the Board or in any other manner determined by the Board, no reasonable grounds exist for such person being alleged liable for the wrongdoing in connection with the performance of his/her duties as such director or officer. UNDER NO CIRCUMSTANCES SHALL THE DEVELOPER AND/OR ANY PERSON ACTING AS A DIRECTOR OR OFFICER OF THE ASSOCIATION AT ANY TIME BE LIABLE FOR NOT COLLECTING THE INITIAL CAPITAL CONTRIBUTION AND/OR THE ASSOCIATION'S MONTHLY ASSESSMENT IN CONNECTION WITH LOTS THAT ARE NOT SUBJECT TO SUCH CONTRIBUTION AND/OR ASSESSMENT PURSUANT TO ARTICLE 5 OF THE DECLARATION. If the Association has paid indemnity or has advanced expenses. under this Article 2, the Association shall report the same in writing to all the Owners with or before the notice of the next meeting of the Membership.

The indemnifications provided by this Article 2 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement and/or vote of the Voting Members or disinterested directors, and such indemnifications shall continue as to a person who has ceased to be a director and/or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

For purposes of this Article 2, references to "the Association" shall include, in addition to the surviving Association, any merging Association (including any Association having merged with a merging Association) absorbed in a merger that, if its separate existence had continued, would have had the power and authority to indemnify its directors and/or officers, so that any person who was a director and/or officer of such merging Association or was serving at the request of such merging Association as a director and/or officer of another Association, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article 2 concerning the surviving Association as such person would have concerning such surviving Association if its separate existence had continued.

#### **ARTICLE 3**

#### **Easements and Property Rights**

**3.01** Easements in General. All easements herein granted are subject to the rights reserved and/or granted to the Declarant, the Developer, and/or others in the Declaration and the following rights of the Association exercised in the manner provided in the Bylaws:

(a) to adopt new bylaws and/or to modify, supplement and/or rescind the Bylaws;

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(b) to borrow money to improve the Common Area and improvements located thereon and, in aid thereof, to mortgage the Common Area or portions thereof, provided that the rights of any such mortgagee in and to the Common Area and facilities located thereon in the event of a default shall be limited to a right, after taking possession of the Common Area or portion thereof, to charge admission and other fees for the use and enjoyment by the Owners of any recreational facilities which may be situated thereon until the mortgage debt is satisfied, whereupon the possession of the such affected property shall be returned to the Association, and all rights of the Owners hereunder shall be fully restored. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by an affirmative vote of a majority of the Board and an affirmative vote of at least sixty percent of the Voting Members at a regular, annual, or special meeting duly called and held in accordance with the Declaration (see Section 6B of Article 18 of the Declaration for notice provision) and the Bylaws;

(c) to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public utility company or governmental entity for any public purpose; and

(d) to pay all taxes, assessments, and other liens and encumbrances, which are properly assessed or charged against the Common Area, out of the monthly assessment fund, the special assessment fund, and/or, if proper, the capital reserve fund.

### 3.02 Easements of Access.

(a) The Declarant hereby grants to every Owner and his/her/their/its invitees, licensees, agents, and service providers a perpetual, nonexclusive easement on, through, over, and across the Carriage Walks for the purpose of reasonable access to and from such Owner's Lot to and from the adjoining Street, and such easement is granted to said parties for the other purpose of pedestrian travel. No Owner may remove, relocate or cause to be removed or relocated any portion of Carriage Walks now or hereafter located upon his/her/their/its Lot or elsewhere on the Property or impede or allow any person to impede any other Owner's use of the Carriage Walks. Each Owner shall be responsible for maintaining any portion of the Carriage Walk located upon his/her/their/its Lot or constituting a Limited Common Area servicing their Lot.

(b) The Declarant hereby reserves for itself and grants to the Association and the Developer and the agents and employees of them both a perpetual, nonexclusive easement to, through, over, and across the Property for the purposes of exercising the rights, performing the functions, and discharging the responsibilities permitted or required to be performed or discharged by any of them according to any provision of the Declaration.

(c) The Declarant hereby grants a perpetual, nonexclusive easement, over and upon the Common Area for the benefit of all the Lots, and every Owner and his/her/their/its invitees and service providers shall have the right to use the easement for pedestrian and vehicular, as applicable, ingress and egress to and from the Lots.

**3.03** <u>Public Utility Easements.</u> Public utility easements for serving the Subdivision have been granted as part of the Plat by the Declarant. No buildings or other structures shall be constructed or erected in any such "easement" areas, streets, and public ways, nor shall any other use be made thereof that interferes with the easements herein granted.

**3.04 Implied Easements.** The Declarant hereby acknowledges that due to the length and complexity of the Declaration, certain omissions may have occurred in connection with the grants of various easements, including but not limited to those for access, ingress and egress, use, enjoyment, utilities, light, air, support, and maintenance. Accordingly, the Declarant reserves the right to grant any easement herein omitted, which easement is reasonably implied from and by the provisions and scheme of the Declaration and is reasonably necessary for furthering the intentions of the Declarant, as expressed in the Declaration.

**3.05** Grants of Easements to the Village. A perpetual, nonexclusive easement is hereby granted to the Village by the Declarant along, in, over, and on the Common Area for the purposes of accessing the same and maintaining, replacing, and repairing the structures, lawn, and landscape within the Common Area. Said easement area is delineated on the Plat as a "landscape easement." With exception of emergency situations, the landscape easement shall not be used by the Village unless and until the Association is not performing any or all of its duties under the Declaration that pertains to the landscape of the Common Area, the Village has provided the Association with twenty-one calendar days' notice to address the subject matter of the notice and the Association has not so performed within said time period.

3.06 **Encroachments.** In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movements of any Unit or Townhome Building or other improvement as originally constructed on the Property or (b) by reason of such design, construction, location, repair, settlement, shifting or movement, it is necessary or advantageous for an Owner to use or occupy any portion of the Common Area or another's Lot for any reasonable use appurtenant thereto or (c) by reason of the design or construction of utility ventilation and exhaust systems, as originally constructed, any mains, pipes, ducts or conduits servicing any Lot, Lots or Common Area, encroach or hereafter encroach upon any part of another's Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment(s) (a/k/a Limited Common Areas) and for such use of such Lot or Common Area, together with the right to enter upon such other Lot or Common Area to maintain; repair and replace such encroachment are hereby established and shall exist for the benefit of the Lot that benefits from such encroachment and the Owner of such Lot so long as such Unit or Townhome Building or other improvement remains standing; provided however, that if any such Unit or Townhome Building or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in full force and effect. Notwithstanding any terms to the contrary herein stated, the terms of this Section 6 of Article 3 do not apply to any accessory structures constructed/installed on a Lot after the Declarant, another title-holding trustee of the Developer, or the Developer conveys title to such Lot to a third party, as all such structures must be located within the boundary line- of the Lot of the Owner so constructing/installing such structure and such construction/installation is further subject to the rules and regulations of the Village.

**3.07** <u>Transfer of Common Area to the Association.</u> At such time or times as the Developer determines, the Declarant will convey to the Association and the Association shall accept title to the Common Area and any additions thereto from the Declarant, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements that the Developer may cause to be placed thereon, provided such easements are of record.

**3.08** <u>Agreement for Grant of Easements.</u> The Declarant hereby reserves and grants for and to the Developer, easements of access to and for the benefit of the Property in, over, under, to, and across the Property for the professional installation, construction and maintenance of any public and private utility conduits, wires, ducts, pipes, cables, and other lines authorized public utility companies and their authorized agents and all associated equipment for the provision of utility services for the Property, including, without limitation, those for the transmission and distribution of water, electricity, gas, telephone, sewage, drainage, cable or satellite television. As long as the Declarant, another trustee of the Developer, if applicable, or the Developer is the record titleholder of any portion of the Property, the Developer shall have a right to connect to all utilities serving the Property.

### 3.09 Reserved.

**3.10** Easements to Run with the Land. All easements herein described are easements appurtenant, running with the real estate its benefits and/or burdens and perpetually in full force and effect and at all times shall inure to the benefit of and shall be binding upon the Declarant, all Owners, purchasers, mortgagees, or other persons having an interest in the affected real estate or any part or portion thereof. Reference in the respective deeds of conveyance, any mortgage, trust deeds or other evidence of obligation to any easements described in the Declaration shall be sufficient to grant such easements and rights to the respective grantees, mortgagees, and/or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

**3.11** <u>No Dedication to Public Use.</u> Except as to the Streets, nothing contained in the Declaration shall be construed or deemed to constitute a dedication, expressed or implied, of any part of the Property for any public use or purpose whatsoever.

**3.12** <u>Certain Rights Reserved to the Developer.</u> The Declarant hereby reserves for the Developer and Builder, and the Developer's and Builder's agents the right to place and maintain on the Property, without charge, models and sales offices, advertising signs, and lighting in connection therewith as well as other promotional facilities at such locations and in such forms as shall be determined by the Developer and / or Builder. The Declarant also hereby reserves for the Developer and Builder and the Developer's and Builder's agents, prospective purchasers, and tenants, without charge, the right of ingress, egress, and transient parking in and through the Property. Additionally, the Declarant grants to the Developer and Builder and the Developer's and Builder's agents, a nonexclusive easement to, through, over, and across the Property for the

purpose of exercising the rights reserved and/or granted to the Developer and /or Builder pursuant to the Declaration and completing improvements on the Property. All the rights contained in this Section 13 of Article 3 shall continue until a Unit is located on each and every Lot and is owned and occupied as a residence. All rights and easements created by the Declaration are subject and subordinate to the development rights of the Developer and the Builder, whether or not an inconvenience to any Owner shall result therefrom; provided, however, that the Developer or Builder shall not purposely exercise any of such rights in a manner that prevents any Owner's exercise of the right of use and enjoyment of the Common Area for reasonable ingress and egress to and from Lots.

# ARTICLE 4

### Obligations of the Association and Owners with Respect to Maintenance and Administration of the Common Area, the Limited Common Area, the Lots and the Units

**4.01** <u>Creation and Purposes.</u> An Illinois not-for-profit corporation shall be formed and named the Misty Creek Townhome Owners' Association, the primary purpose of which shall be to insure a high standard of maintenance and operation of the Common Area.

**4.02** <u>Association's Obligations.</u> In addition to all other rights, powers, and duties of the Association under applicable law or as otherwise set forth in the Declaration, the Association shall have the following rights, powers, and duties regarding the Common Area, the Units, the Lots, and the Limited Common Areas respectively:

### (I) <u>Common Area.</u>

(a) The Association shall determine the need for and shall carry out or cause to be performed all maintenance and repair of all primary water main, sewer main, gas main, primary telephone, and primary electrical lines in, upon, or under the Common Area, provided that such repair or maintenance is not the responsibility of some other jurisdictional agency. If the need for maintenance or repair is caused through the willful or negligent act of an Owner/Owners, his/her/their/its, family, guests, or invitees, the cost of such maintenance and/or repair shall be added to and become a part of the assessment to which that Owner's/Owners' Lot is subject. Repair or maintenance of all secondary / individual unit service; water lines, sewer lines, gas lines, telephone lines, cable lines, and electric lines shall be the responsibility of each individual Unit Owner.

(b) The Association shall be responsible for all landscape aspects of the Common Area, including but not limited to lawn cutting, fertilization, leaf removal, shrub and tree care, and shrub and tree replacement and removal. Furthermore, a sprinkler system, which shall be serviced by a separate water tap in a manhole, shall be installed to address the Association's water needs, as necessary to maintain the lawn and landscape of the Common Area, and such system installation (including water tap, manhole and electric service), and water usage shall be at the Association's expense. Notwithstanding the terms of the preceding sentence, the Association shall have the right but not the obligation to draw water from individual Lots, as required for the efficient performance of its duties hereunder. In such instances, a separate water meter will be used

to monitor the Association's water usage, which usage as well as the meter installation shall be at the Association's expense.

(c) The Association shall own and maintain the Common Area, including Outlots A & B, including the detention pond and serenity garden.

(d) The Association shall maintain, repair, and replace, as necessary, any improvements located on the Common Area, including but not limited to entrance monuments, towers, and/or any other structures to the extent that they are not Limited Common Areas.

### II. The Units/ The Lots.

(a) Each Owner shall provide normal and customary exterior maintenance of their respective Unit without contribution from the Association or the Association's capital reserve account. The Owner shall be responsible for, but not limited to, the following:

1. repair and replacement of roofs and flashing on roofs and gutters when necessary due to ordinary wear and deterioration, and due to damage from extraordinary and/or extreme weather. The Association shall maintain a list of approved roofing contractors and roofing materials that may be used by the Owners. At the end of the useful life of a Townhome Building's roof, as determined at the sole discretion of the Association, the Association shall coordinate the replacement of the roof. The cost of the roof replacement shall be apportioned among the Unit Owners of the Townhome Building. Said cost shall not constitute a special assessment and the failure of such Owner to pay such costs and/or insurance proceeds shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. Further, the Association may bring an action against the Owner personally in an effort to collect the amount to be reimbursed.

2. painting of wood siding and pre-finished aluminum gutters and downspouts when necessary due to ordinary wear and deterioration, and due to damage from extraordinary and/or extreme weather; and

3. repair and replacement of any Limited Common Area serving their respective Unit.

4. Repair and/or replacement of service walks, carriage walks and driveways that serve each lot

(b) The Association, at its sole discretion, may provide maintenance of the following items with or without a special assessment to the Owners:

1. planting, care, and/or replacement of trees, grass, and shrubs on the Lots;

2. arranging for the repair and/or maintenance of gas, telephone, electrical, sewer, and water lines from the main to the Units; provided, however, the Association shall not be

responsible in any way for routing any such lines to any of the Units;

- 3. snow removal; and
- 4. repair and/or maintenance of serenity garden and associated equipment. .

(c) If the Association agrees to provide services to a Lot at the written request of an Owner other than a service required to be performed by the Association hereunder, the Association may require such Owner to pay the cost thereof and said cost shall not constitute a special assessment. Any other discretionary maintenance provided by the Association shall be paid for in a manner as the Association determines, provided that if a special assessment is to be levied, the procedures for voting detailed in Section 7 of Article 5 of the Declaration shall be followed.

(d) For the sole purpose of performing the maintenance required or authorized by this Article 4, the Association, through its duly authorized agents and/or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. Landscaping, snow removal work, and emergency response work shall not require prior notice.

**4.03** <u>Owner's Obligation.</u> Owners shall be solely responsible for all interior and exterior maintenance, repairs, and replacements of and for their own Units. With exception items that the Association decides to maintain, the Owner shall have the obligation to maintain, replace and/or repair all structures and any other improvements located on his/her/their/its Lots and/or the Limited Common Area, if applicable, except that the Association shall be liable for any damage to a Lot or any improvements thereon caused by the negligence or intentional acts of an employee and/or agent of the Association while acting for or on behalf of the Association. The obligation of the Owner to maintain and repair shall extend to service lines for water and sewer from the main to and within a Lot. Notwithstanding any terms to the contrary herein stated, the Owner shall be solely responsible for all repairs and/or replacements occasioned by the negligence of the Owner or any other person other than a person duly acting on behalf of the Association or insurable casualty, as hereinafter discussed.

In the event that any Owner fails to perform any of the foregoing obligations of the Owner, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right but not the obligation, through its employees and agents, upon reasonable notice to the affected Owner or Owners or in the case of an emergency, without notice, to enter upon any Lot or Lots and, if required, into any Unit, to repair and maintain the Lot and the improvements thereon situated.

Each Owner, by acceptance of a deed to a Lot, hereby covenants and agrees, upon written demand from the Association, to pay the Association the cost of such repairs and maintenance and to allow the Association to receive the Owner's insurance proceeds, if applicable, and the Association shall have a lien upon said Lot enforceable in the manner and to the extent set forth in the Declaration and allowed by law, and the failure of such Owner to pay such costs and/or insurance proceeds shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. Further, the Association may bring an action against

the Owner personally in an effort to collect the amount to be reimbursed. The Association shall be liable for and shall repair any damage caused by it in the exercise of its rights hereunder.

### 4.04 <u>The Limited Common Area.</u>

(a) Each Owner shall have the obligation to maintain in good condition and repair his/her/their/its Limited Common Area, if any, including but not limited to the outside deck, glass surfaces, windows, front entry, garage doors, electrical fixtures, patio, lawn, driveway, and walkways. Upon the failure of any Owner to maintain these areas, though not the maintenance responsibility or obligation of the Association, the Association, through its agents, employees, and/or independent contractors, is hereby granted the right (but is in no way obligated) to enter upon the Lot and make such reasonable repairs or replacements as may be necessary, and the costs thereof shall become a lien upon the Lot of the delinquent Owner in the same manner as provided in Article 5 of the Declaration for nonpayment of assessments.

(b) Notwithstanding anything contained herein to the contrary, due to the difficulty in requiring the Owners of Units 3, 4, 5, 6, and 7 to coordinate the repair of the common driveway servicing their Units, the Association shall be responsible for performing any required maintenance, repair, or replacement. The cost of any such work shall be allocated among these benefiting Owners in a manner the Association determines to be equitable. The cost of such maintenance, repair, or replacement shall be added to and become a part of the assessment to which that Owner's/Owners' Lot is subject.

4.05 <u>Maintenance of the Common Area Prior to Conveyance to the</u> <u>Association.</u> Notwithstanding the retention by the Declarant, another title-holding trustee of the Developer, or the Developer, of title to all or any portion of the Common Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses paid by the Developer that arose out of or were incident to the ownership, maintenance, and repair of such portion of the Common Area, which is available for use by the Owners, to the same extent as such costs and expenses would be the obligation of the Association if it were the record titleholder thereof.

**4.06 Repair and Reconstruction.** In the event of damage to or destruction of any Unit or other improvement located on any Lot, the Owner of any such improvement hereby covenants and agrees that he/she/they/it, within a reasonable time after such destruction, shall repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in conformance in all respects to the laws/ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design in conformance with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Association may cause the same to be done and the cost thereof shall be charged to such Owner as his/her/their/its personal obligation and shall be a lien on his/her/their/its Lot.

4.07 <u>Condemnation.</u> In the case of condemnation or taking by eminent domain

by a competent authority of any part of the Common Area, the Association, if necessary, shall restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure, and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards paid to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance of the proceeds awarded in such condemnation to be paid to the Association, and such proceeds, together with any Capital Reserves being held for the condemned part of the Common Area, at the discretion of the Board, shall either (a) be applied to pay the assessments levied by the Association, (b) be distributed to the Owners in equal shares on a per Lot basis and/or (c) be used to acquire additional real estate to be used and maintained for the mutual benefit of all the Owners. Additional real estate shall not become a Common Area unless and until a supplement to the Declaration that references this Section 7 of Article 4, legally describes the affected real estate, and complies with Article 13 of the Declaration is recorded. Last, the Association shall send notice of any eminent domain proceeding to which the Association becomes a party to only those Lot mortgagees that have provided the Association with notice of said mortgagee's address and said notice shall be provided to the last provided address.

4.08 Relinguishment and Reinstatement of Developer's Control of the Association. The Developer, at the Developer's sole discretion and at any time prior to the Turnover Date, may relinquish the Developer's control of the Association by a written statement. Such statement shall not be effective until notice of such statement has been effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Declaration. Further, if such statement does not specifically reserve the Developer's right to reinstate the Developer's control of the Association, the Developer's control of the Association shall be deemed forever terminated and, in such instance, the Turnover Date shall be the effective delivery date of the last notice to be provided by the Developer to the Owners hereunder; however, if such statement contains such reservation, the Developer, at any time prior to the Turnover Date, may reinstate the Developer's control of the Association but such reinstatement shall not be effective until Developer's statement of reinstatement has been effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Declaration. Such reinstatement, unless otherwise terminated at an earlier date in writing by the Developer by an effectively delivered notice of the same to all the Owners in accordance with Section 6A of Article 18 of the Declaration, shall automatically terminate by the terms hereof on the Turnover Date.

**4.09** <u>**Rights of Occupants.**</u> All persons who reside in a Unit shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Unit.

#### **ARTICLES**

#### **Covenant for Assessments**

**5.01** <u>Creation of Lien and Personal Obligation for Assessments.</u> Each Owner, excluding the Declarant, another title-holding trustee of the Developer, the Developer, and any entity in which the Developer and/or any principal of the Developer has a financial interest, by

acceptance of a deed to a Lot/Lots, whether or not it shall be so expressed in any such deed, hereby covenants and agrees to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to the Declaration (see Sections 10 and 11 of this Article 5 for discussion of instances when the Declarant, another title-holding trustee of the Developer, the Developer and/or an entity in which the Developer and/or any principal of the Developer has a financial interest is required to pay the Initial Capital Contribution and/or the Association's monthly assessment).

**5.02** <u>Village's Common Area Lien Rights.</u> In the event the Association or an Owner does not comply with the terms of the Declaration, then, after twenty-one calendar days' notice by the Village to the noncompliant party, the Village shall have the right but not the obligation to enforce the applicable terms of the Declaration. Any actual funds that the Village expends or costs that the Village incurs in enforcing the terms of the Declaration, including but not limited to reasonable attorneys' fees, shall be reimbursed by the non-compliant party. The Village shall have the right but not the obligation to lien the Common Area or Lot of the non-compliant party and to enforce said lien to the fullest extent allowed by law. The rights of the Village pursuant to the terms of this Section 2 of Article 5 shall not be effective until the Turnover Date.</u>

**5.03 Purpose of Assessment.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Membership and, in particular, without limiting the foregoing, for the maintenance and repair of and improvement and additions to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon and for otherwise carrying out the duties, commitments, and obligations of the Association, as herein stated.

**5.04** <u>Method of Providing General Funds.</u> For the purpose of providing a general fund to enable the Association to exercise the powers, fulfill the duties, make and maintain the improvements and render the services herein stated, the Board, each year, shall determine the total amount of such fund for the respective year and shall levy an assessment against each Lot (with exception to the Lots that are not subject to assessment, if any, pursuant to the terms of the Declaration), payable monthly.

**5.05** Expenditures Limited to the Assessment for the Current Year. The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus the amount held in the capital reserve account, subject to the terms of Section 7 of this Article 5. The Association shall not enter into any contract that binds the assessment of any future year.

#### 5.06 Assessment Procedure -- Monthly Assessments.

(a) On or before the last day of each year, the Board shall prepare a budget for the Association for the upcoming year, which shall include estimated cost expenditures and reasonable amounts as a reserve for repairs to and replacements of the improvements on the Common Area and those portions of the Lots for which the Association is responsible to maintain and for such other contingencies as the Board deems proper, and, on or before thirty calendar days prior to the last day of each year and prior to the Board's approval of such budget, shall provide each Owner with a copy of the proposed budget. The proposed budget shall also include, to the extent known, any amounts to be added to the assessment for the new year due to a deficit in the preceding year's budget. The budget shall also take into account the estimated net available cash income for the upcoming year that may be received by the Association. No less than ten and no more than thirty calendar days prior to any meeting of the Board concerning the adoption of the proposed annual budget, the Board shall send each and every Owner a notice of such meeting. Such notice shall comply with the terms of Section 6B of Article 18 of the Declaration.

On or before the first day of each year, each Owner (except those Owners, if any, that are not subject to the monthly assessment pursuant to the terms of the Declaration), jointly and severally, shall be personally liable for and obligated to pay the monthly assessment approved for such year. Each year, following the initial meeting of the Board, the Board shall supply all Owners with an itemized accounting of expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected during the preceding year, showing the net amount of collections over the actual expenditures or deficit of income in relation to the actual expenditures minus remaining reserves. Any excess amount accumulated shall be credited to the next monthly assessment(s) due under the current year's estimate, until exhausted, and one-third of any net shortage shall be added to the monthly assessments due in each of the succeeding three months after the rendering of the account. Such adjustment shall be allocated equally among all the Lots that were subject to assessment during the prior year; provided, however, if all of such Lots were not subjected to assessment during the entire prior year, then said allocation shall be prorated accordingly. Notwithstanding any terms to the contrary herein contained, prior to the Turnover Date, any Owners that desire a copy of the Association's budget, an accounting of the Association's financial activities, or any other documentation that the Owner is entitled to receive pursuant to this Section 6 of Article 5 shall be required to provide the Developer with a written request for the same. The Developer shall not be liable or obligated to provide any such documentation to any Owner without first having received such written request.

(b) Reserved.

(c) When the first elected Board hereunder takes office, such Board shall prepare a budget for the period commencing thirty calendar days after said election and ending on the last day of the year in which said election occurs. Monthly assessments shall be levied against all Lots subject to assessment during said period as provided in Section 11 of this Article 5.

(d) The Board should serve notice of a Board-approved monthly assessment each year and of any and all approved special assessments to Owners shortly after the same have been approved. The failure or delay of the Board to prepare and serve such notices shall not constitute a waiver or release in any manner of such Owner's obligation to pay such monthly or special assessment, as herein provided, whenever the same are approved pursuant to the terms of the Declaration. In the absence of notice of a newly established monthly assessment for a new year, the Owner shall continue to pay his/her/their/its monthly assessment at the then-existing rate until such notice has been provided by the Board to the Owner pursuant to Section 6A of Article 18 of the Declaration. In either case, such assessment shall be due on the due date of the monthly assessment that is due more than fifteen calendar days from the post-marked mailing date or personal delivery date of the notice.

**5.07** Special Assessment. The Board may levy a special assessment (a) to build up reserves to pay expenses incurred or to be incurred by the Association from time to time for a specific purpose (see Section 9 of this Article 5) including, without limitation, to make major alterations, additions or improvements that the Association is obligated to make pursuant to the terms of the Declaration and/or (b) to cover unanticipated deficit under the current or prior year's budget (note: unanticipated fund deficit due to an Owner's nonpayment of the monthly assessment may be taken from the Association's Capital Reserve Account if funds are available from said Account). Any special assessment shall be levied against all Lots then subject to assessment, share, and share alike. No special assessment shall be effective without the affirmative vote of at least sixty percent of the Voting Members at a meeting, the notice for and formality of which shall adhere to the terms of Section 8 of this Article 5. Special assessments shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section 7 of Article 5 shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

**5.08** Special Assessment Meetings: Notice and Ouorum. Notwithstanding any terms to the contrary herein stated, written notice of any meeting called for the purpose of authorizing special assessments shall be effectively delivered (see Section 68 of Article 18 of the Declaration for the definitions of "effectively delivered") by the Board to all the Owners not less than fifteen calendar days or more than sixty calendar days in advance of such meeting. Such notice shall state the specific purpose and reason for the special assessment. The presence of the Voting Members in person or by proxy (see Section 8 of Article 5 of the Bylaws for discussion of proxies) having seventy-five percent of the votes entitled to be cast shall constitute a quorum. The affirmative vote of sixty percent of the Voting Members at such a meeting with a quorum is necessary to carry the vote. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty calendar days following the preceding meeting.

**5.09** <u>Capital Reserve Account.</u> To the extent the annual budget includes an amount specifically designated as capital reserve, each Owner, as to each monthly assessment paid by him/her/them/it, shall be deemed to have made a nonrefundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such portion of each monthly assessment paid to the Association shall be segregated and maintained in the Association's Capital Reserve Account to be used solely to maintain and make major repairs and replacements to the Common Area and to those portions of the Lots and the improvements thereon which the Association is obligated to or otherwise agrees to maintain, repair and replace pursuant to the provisions of the Declaration, to purchase equipment, labor and materials to be used by the Association in connection with its duties hereunder and/or to cover the Association's expenses when the monthly assessments prove inadequate due to nonpayment of any Owner's assessment.

At the time of conveyance of fee simple title 5.10 Initial Capital Contribution. to a Lot by the Declarant, another title-holding trustee of the Developer or the Developer or, if applicable, an entity in which the Developer and/or any principal of the Developer has a financial interest, the grantee(s) of such conveyance will be required to make a one-time initial capital contribution to the Association in an amount equal to three times the Association's monthly assessment then in effect and such payment shall be held and used by the Association as a working capital reserve. NOTWITHSTANDING THE TERMS OF THE PRECEDING SENTENCE, (1) IF FEE SIMPLE TITLE TO A LOT IS CONVEYED BY THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER OR THE DEVELOPER TO AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR INTO A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST, SUCH GRANTEE SHALL NOT BE OBLIGATED TO MAKE SAID CAPITAL CONTRIBUTION TO THE ASSOCIATION UNLESS AND UNTIL A UNIT THAT IS OWNED AND OCCUPIED AS A PERSONAL RESIDENCE IS LOCATED ON THE APPLICABLE LOT, (2) IF A UNIT THAT HAS NEVER BEEN OWNED AND OCCUPIED AS A PERSONAL RESIDENCE IS LOCATED ON A LOT, SAID CAPITAL CONTRIBUTION IS NOT DUE IN CONNECTION WITH SUCH LOT AND/OR UNIT UNTIL FEE SIMPLE TITLE TO SUCH LOT IS CONVEYED TO A PARTY OTHER THAN THE DEVELOPER, THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST AND/OR SUCH UNIT IS OWNED AND OCCUPIED AS A PERSONAL RESIDENCE AND/OR (3) IF FEE SIMPLE TITLE TO A LOT ON WHICH A UNIT IS LOCATED IS VESTED IN THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST AND SUCH UNIT IS LEASED TO A THIRD PARTY FOR CONSIDERATION, SAID CAPITAL CONTRIBUTION IS NOT DUE UNTIL FEE SIMPLE TITLE TO SUCH LOT IS CONVEYED; HOWEVER, IF THE GRANTEE OF SUCH CONVEYANCE IS THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST, SAID CAPITAL CONTRIBUTION IS NOT DUE IN CONNECTION WITH SUCH CONVEYANCE UNTIL SUCH UNIT IS OWNED AND OCCUPIED AS A PERSONAL RESIDENCE.

**5.11** <u>Uniform Assessments.</u> Both monthly and special assessments shall be fixed at a uniform rate for all Lots and shall be, levied against all Lots EXCEPT LOTS, THE FEE SIMPLE TITLE TO WHICH ARE VESTED IN THE DECLARANT, ANOTHER TITLE- HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST; HOWEVER, IF FEE SIMPLE TITLE TO A UNIT ON A LOT IS VESTED IN THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST AND SUCH UNIT IS

LEASED TO A THIRD PARTY FOR CONSIDERATION, THE ASSOCIATION'S MONTHLY ASSESSMENT SHALL ACCRUE AS TO SUCH LOT ON THE COMMENCEMENT DATE OF THE LEASE AND SUCH ASSESSMENT SHALL CEASE AS TO SUCH LOT WHEN THE UNIT IS AGAIN UNOCCUPIED, IF APPLICABLE, IF AND ONLY IF FEE SIMPLE TITLE TO SUCH LOT IS VESTED IN THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST AT SUCH TIME.

**5.12** <u>Assessments Prior to the Turnover Date.</u> Until the Turnover Date, the Board appointed by the Developer shall establish the amount of the monthly assessment. The Developer may pay any and all operational expenses of the Association, including but not limited to maintenance and operational expenses of the Common Area, prior to the commencement date of the monthly assessment levy pursuant to Section 16 of this Article 5 and shall be reimbursed by the Association for said paid expenses. Notwithstanding anything contained in this Declaration to the contrary, any Lots or Units owned by the Developer or Builder shall not be subject to Assessments until conveyed to a third-party purchaser.

5.13 <u>Collection of Assessments.</u> Any monthly assessment or any part thereof that is not paid when due shall be considered delinquent. If a monthly assessment is not paid within five calendar days after its due date, the Association, upon notice to such Owner of such delinquency and providing an opportunity to be heard, may commence charging interest from the date of said notice at the rate of eighteen percent per annum. In the event that the interest rate herein stated exceeds the interest rate allowed by law, the interest rate allowed by law shall apply. The Association may bring an action against the Owner obligated (includes both the Owner as of the date of such notice and the Owner(s) as of the date the assessment became overdue and forward) to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. Further, the Association, at its discretion, may record certificates of nonpayment of assessments in the office of the Recorder of Deeds of Will County, Illinois whenever any such assessments are delinquent and the Association shall be entitled to collect the costs of such recording, including reasonable attorneys' fees, from the Owner or Owners of the Lots therein described along with interest thereon at the said rate, commencing on the date that such costs accrue. All costs described in this Section 13 of Article 5, the overdue assessment, and the said accruing interest are hereby declared to be a lien upon the applicable Lot(s) and shall be collectible in the same manner as the monthly assessments provided for herein. An action against the delinquent Owner(s) to collect the costs and interest thereon in connection with the certificate recording may be brought as part of or separately from the action to collect overdue assessment described above in this Section 13 of Article 5. Any and all releases required or desired to be given to an Owner by the Association upon the Association's receipt by such Owner of all payments herein due shall be so given by the Association within a reasonable time period after such full payment has been received by the Association, and such Owner shall be liable for payment of any reasonable fee levied by the Association in connection with preparing all such releases, and for recording the same and for paying the fee in connection therewith.

**5.14** <u>No Waiver of Liability.</u> No Owner may waive or escape liability for assessments provided for herein by any act or omission, including, without limitation, nonuse of the services provided by the Association, the Common Area, or abandonment of his/her/their/its Unit.

5.15 Subordination of Liens. The lien for overdue assessments and related charges and/or costs provided for in Section 13 of this Article 5 shall be subordinate to any mortgagee's mortgage recorded against a Lot prior to the date that any such overdue assessment, charge, and/or cost became due. Except as hereinafter provided, the lien for such overdue assessments, charges and/or costs shall not be affected by any sale or transfer of a Lot; however, where title to a Lot is transferred pursuant to a decree of foreclosure of the mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid assessments, charges and/or costs which became due prior to the date of the transfer of title; however, the transferee of the Lot shall be personally liable for his/her/their/its share of the overdue assessments, charges and/or costs with respect to which the lien against said Lot has been extinguished pursuant to the preceding sentence, where such overdue assessments, charges and/or costs are reallocated among all the Owners (a) pursuant to an approved special assessment or (b) to collect an excess amount over a newly established monthly assessment for a new year, which is levied pursuant to the terms of Section 6 of this Article 5 (such levy arising due to a deficit of the Association's funds at the end of a year) (nonpayment thereof shall result in a lien against the transferee's Lot, as provided in Section 13 of this Article 5).

**5.16** <u>Commencement of Monthly Assessment.</u> Monthly assessments shall commence upon conveyance by deed of fee simple title to the first Lot by the Declarant, another title-holding trustee of the Developer, the Developer, and/or an entity in which the Developer and/or any principal of the Developer has a financial interest to an Owner other than the Declarant, another title-holding trustee of the Developer, the Developer and/or an entity in which the Developer and/or any principal of the Developer has a financial interest to an Owner other than the Developer and/or any principal of the Developer has a financial interest.</u>

#### **ARTICLE 6**

Insurance

#### 6.01

A. <u>Unit Insurance</u>. Each and every Owner shall procure and maintain in full force at all times insurance that covers the Owner's respective Unit and provides all the protections afforded by the insurance generally described as fire, extended coverage, additional extended coverage, vandalism, and malicious mischief in any amount equal to 100% of the insurable replacement cost thereof without deduction for depreciation and with an agreed amount provision along with landscape insurance in the minimum amount of \$20,000.00 with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than \$500.00 and naming the Association as an Additional Insured with the right of the Association and all mortgagees of record of the Lot to a thirty calendar days' notice of policy cancellation and/or reduction in coverage. Such insurance shall be written by a reputable, A-rated insurance company. A certificate of insurance evidencing such coverage shall be furnished to the Association and all mortgagees of record of the Lot and new certificates evidencing the renewal of

such expiring policy of insurance shall be furnished to the Association and said mortgagees at least ten calendar days prior to the expiration date of the expiring insurance. The policy shall contain a standard mortgage clause endorsement in favor of all mortgagees of record of the Lot as well as a provision that said mortgagees have the right but not the obligation to pay overdue insurance premiums and to obtain new coverage in the event that the required insurance policy lapses.

EACH AND EVERY OWNER HEREBY WAIVES ANY AND EVERY CLAIM FOR RECOVERY FROM THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER, AND/OR THE ASSOCIATION FOR ANY AND ALL LOSS OR DAMAGE TO A UNIT, THE CONTENTS THEREIN AND/OR A LOT WHETHER OR NOT THE LOSS OR DAMAGE IS DUE TO THE NEGLIGENCE OF THE DEVELOPER AND/OR THE ASSOCIATION AND TO THE EXTENT THAT THE AMOUNT OF THE LOSS OR DAMAGES IS RECOVERED UNDER OWNER'S POLICY OR POLICIES OF INSURANCE HEREUNDER REQUIRED; PROVIDED, HOWEVER, THAT THE FOREGOING WAIVER SHALL NOT BE OPERATIVE IN ANY CASE WHERE THE EFFECT THEREOF IS TO INVALIDATE ANY INSURANCE COVERAGE OF THE WAIVING PARTY OR TO INCREASE THE COST OF THE INSURANCE COVERAGE; PROVIDED, HOWEVER, THE INSURED SHALL GIVE TO THE OTHER PARTY NOTICE OF THE INCREASE AND THE AMOUNT THEREOF, AND THE OTHER PARTY MAY REINSTATE THE WAIVER BY PAYING TO THE INSURED THE AMOUNT OF THE INCREASE IN THE COST OF INSURANCE. FURTHER, ALL UNIT INSURANCE POLICIES HEREUNDER REQUIRED SHALL INCLUDE A WAIVER OF THE INSURER'S RIGHT OF SUBROGATION AGAINST THE DECLARANT, ANOTHER TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER, AND THE ASSOCIATION.

In the event a Unit is damaged or destroyed by fire or other casualty, the Owner shall cause the Unit to be repaired, restored, or rebuilt, as the case may be, as rapidly as possible to at least as good as the condition as existed immediately before such damage or destruction occurred and in the same architectural style and design as originally constructed by the Developer. Such repair and/or reconstruction work shall conform in all respects to the laws or ordinances regulating the construction of buildings at the time of such repair or reconstruction. In the event of the total or substantial destruction of all the Units, the architectural design of the Units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Units shall be substantially similar in architectural design as the original Units and shall be constructed of comparable materials.

B. <u>Owner's Failure to Obtain Insurance.</u> Upon the failure of any Owner to procure and maintain the insurance required in this Section 1 of Article 6 or, in the event the Board, at its discretion, determines that the Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall be collectible and shall become a lien upon the respective Lot in the same manner as provided in Article 5 of the Declaration for nonpayment of the Association's monthly assessments.

C. <u>Proceeds Used for Restoration.</u> In the event of damage or destruction of a Unit, the mortgagee(s) of said Unit shall allow the proceeds of any insurance required pursuant to

Section IA of this Article 6 to be used for restoring the Unit in accordance with the terms of this Article 6.

**D.** <u>Owner's Failure to Repair, Restore or Rebuild.</u> In any case in which the Owner concerned fails to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article 6, the Association shall cause such repair, restoration or rebuilding to be furnished, provided and installed in the matter set forth in Section 1A of this Article 6; provided, however, to the extent the proceeds from the Unit Insurance referred to in Section 1A of this Article 6 are insufficient as to any Unit, the Owner of said Unit shall be responsible and liable for payment of such deficient amount to the Association and the Association shall have, and is hereby granted, a continuing lien on the Lot for which any such repair, restoration or rebuilding is furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at a per annum rate equal to the .sum of the then prime rate plus two percent from the date of the Association's payment of such costs and (c) reasonable attorneys' fees and any court and other costs incurred by the Association in connection therewith. The Association's lien in this Section 1D of Article 6 shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot.

E. <u>Board's Authority to Settle.</u> In the event damage or destruction to the exterior portion of a Unit is covered by insurance and the Owner fails to settle or adjust any such claim within a reasonable amount of time and without reasonable cause, then, after due notice to said Owner by the Board, such Owner hereby vests the Board with the authority to act on such Owner's behalf through a power of attorney to settle and adjust any claim under such policies without the consent of such Owner.

Casualty Insurance: Common Area. The Association shall obtain and 6.02 maintain a policy or policies of insurance with a reputable, A-rated insurance company for the damage and/or destruction of the Common Area and any of the improvements thereon and to any other tangible assets of the Association, including coverage against damage and/or destruction by the perils of fire, lightning and those perils contained in all risk form and such other perils as the Board from time-to-time determines should be included in such coverage and in any amount equal to 100% of the insurable replacement cost thereof without deduction for depreciation and with an agreed amount provision. Such insurance shall name the Association as the insured, and the proceeds thereof shall be payable to the Association. The proceeds of such insurance shall be made available, as the Board reasonably determines, for the repair, reconstruction, and restoration of the Common Area, improvements thereon, and the Association's tangible assets. To the extent feasible, all such policies of insurance shall: (a) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, another title-holding trustee of the Developer, the Developer, the Association, and/or its Board, directors and/or officers and/or any Owner or occupant, agent, employee, guest, and/or invitee of any of them, (b) contain a statement that such policies shall not be canceled without at least thirty calendar days prior notice to the Association and each and every mortgagee of record, if any, of the Common Area or any part thereof, (c) contains a standard mortgage clause endorsement in favor of the mortgagee(s) of the Common Area or any part thereof, as their/its respective interest(s) appears and (d) provides that all mortgagees of record of the Common Area or any part thereof shall have the right but not the obligation to pay an overdue insurance premium and to obtain new coverage in the event that the required insurance policy lapses.

6.03 <u>Liability Insurance: The Association</u>. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance with a reputable, A- rated insurance company, insuring the Association, its agents, employees, Board, directors, officers as well as the Owners against claims for personal injury, death, property damage and/or property loss arising out of any occurrence in connection with the ownership, occupancy, existence, management, use, supervision, operation, repair, maintenance and/or restoration of the Common Area or other areas over which any of said parties have an easement right pursuant to the terms of the Declaration and that involves an act or omission of or on behalf of the Association, its agents, employees, Board, directors, and officers. Such policies shall be in the amount of \$1,000,000.00 or a greater amount deemed sufficient in the judgment of the Board for personal injury, death, property damage, and/or property loss arising out of a single occurrence. To the extent feasible, all such policies of insurance shall: (a) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Developer, the Association and/or its Board, directors, and/or officers and/or any Owner and/or any agent, employee, guest or invitee of any of them or any occupant of a Unit, (b) contain a statement that such policies shall not be canceled without at least thirty calendar days prior notice to the Association and the mortgagee(s) of record of the Common Area, (c) contain a standard mortgage clause endorsement in favor of the mortgagee(s) of the Common Area or any part thereof, as their/its respective interest(s) appears and (d) provides that all mortgagees of record of the Common Area or any part thereof shall have the right but not the obligation to pay overdue insurance premiums and to obtain new coverage in the event that the required insurance policy lapses.

6.04 <u>Workmen's Compensation (if applicable), Employer's Liability</u> <u>Insurance (if applicable), Fidelity Bonds, and Directors and Officers Liability Insurance.</u> The Association shall obtain and maintain a policy or policies of insurance with a reputable, A- rated insurance company, providing the following coverage.

(A) <u>Workmen's Compensation and Employer's Liability Insurance</u> in such form and in such amounts necessary to comply with applicable laws.

(B) <u>Fidelity Bond</u> in the approximate amount of the Association's funds and capital reserves, covering all the Association's agents and employees who control and/or disburse funds of the Association; this bond shall be obtained within two weeks of the Turnover Date. Further, the management company, if applicable, at the expense of the management company, shall furnish the Association with a fidelity bond for the maximum amount of coverage available to protect the funds that the management company is responsible for handling and administering, and such bond must be set up such that Association has standing to make a loss claim against such bond as a party covered under the bond. The Association shall be the direct obligee of <u>all</u> such fidelity bonds.

(C) <u>Directors' and Officers' Liability Insurance</u> in an amount deemed reasonable by the Board. This type of coverage must extend to all contracts and other actions taken by the Board in its official capacity as directors and officers, but this coverage shall exclude actions for which the directors and/or officers are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986, the Declaration and/or the Bylaws.

(D) <u>Such Other Insurance</u> in such limits and for such purposes as the Board

from time to time deems reasonable and appropriate.

**6.05** <u>Waiver of Subrogation.</u> To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein state that a mutual release pursuant to this Section 5 of Article 6 shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them do, by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

**6.06 Insurance Premium Expense.** The expense of insurance premiums paid by the Association under this Article 6 as well as the deductible payment at the time of a claim in connection with any of these coverages shall be an expense of the Association, which shall be applied to the assessments collected  $\cdot$ by the Association from the Owners. If the collected assessment funds on deposit with the Association are insufficient to cover the cost of each year's premium, then notice shall be given to each Owner and, notwithstanding any terms to the contrary herein stated, any shortage shall be uniformly assessed against each Unit, payable pursuant to and as outlined in Article 5 of the Declaration (see the second paragraph of Section 6 (a) of Article 5 of the Declaration).

All repairs, restoration, or rebuilding performed to the Common Area shall be carried out under the supervision and direction of the Board as the Board deems appropriate to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Unit that has been damaged or destroyed shall fully cooperate with and abide by all instructions and directions of the Board in connection therewith.

**6.07** <u>Contractor's and Vendor's Insurance.</u> Contractors and their subcontractors as well vendors (except public utilities) doing business with the Association under contracts exceeding \$5,000.00 per year shall provide certificates of insurance, naming the Association, the Board, and the property management company, if any, as additional insureds.

### ARTICLE 7

#### Mortgagees' Rights

An Owner's mortgagee may provide a written request to the Association to produce a copy of any of the following documents:

(a) budgets, notices of assessment, or any other notices or statements provided under the Declaration by the Association to the Owner,

(b) any audited or unaudited financial statements of the Association that are prepared for the Association and distributed to the Owners,

(c) notices of meetings of the Membership,

(d) notice of the decision of the Board to release any part of or all the Property from the provisions of the Declaration,

(e) notice of any material amendment to the Declaration and/or the Association's Articles of Incorporation,

(f) notice of the decision of the Board to terminate professional management and assume selfmanagement,

(g) notice of the commencement of any condemnation or eminent domain proceedings with respect to the Common Area and/or

(h) notice of any default under the Declaration by the Owner of the Lot that is subject to the mortgagee's mortgage, which default is not cured within the period to cure specified in the Declaration, if any, or otherwise granted to the defaulting party by the Board, if applicable.

In addition, an Owner's mortgagee has the right to examine the books and records of the Association at reasonable times. Further, the request of an Owner's mortgagee shall specify which of the above documents it desires to receive and shall indicate the address to which any such documents shall be sent. Failure of the Association to provide any of the foregoing documents to a mortgagee that has made a proper request therefor shall not affect the validity of any action, which is related to any of the foregoing.

### ARTICLE 8

#### **Covenants and Restrictions as to Use and Occupancy**

**8.01** <u>Residential Use.</u> No part of the Property shall be used for purposes other than housing, parking, and related common purposes for which the Property was designed. Each Unit shall be used for residential purposes only. Campers, habitable motor vehicles, trailers, tents, stands, recreational appurtenances, shacks, garages, basements, or structures of a temporary character shall not be constructed, placed, or allowed to exist or be used on any Lot at any time as a temporary or permanent residence. Tents, temporary structures, and manufactured, prefabricated and modular homes are strictly prohibited within the Subdivision. Garages may not be used as bedrooms, living rooms, or similar living spaces.

**8.02.** <u>Parking.</u> Driveways shall be used for the parking of passenger cars only. No boats, trailers, semi-trucks, motor scooters, motorcycles, snow mobiles, or other recreational vehicles of any kind may be parked or stored anywhere outside on any Lot, as such vehicles must be completely housed within the garage on the applicable Lot. Repairs to vehicles or other machinery is permitted only if performed inside a garage. Every Owner and occupant of a Unit shall be responsible for his/her/their/its personal property. Neither the Board nor the Association shall be considered the bailee of any personal property of any Owner.

Driveways must have a base of compacted, crushed stone or other approved base material and shall have a wearing surface of cobblestone, concrete, brick, or other equivalents thereof. Asphalt driveways are prohibited.

**8.03** <u>Obstructions.</u> With exception to maintenance, construction, repair, and/or restoration work of a temporary nature, access to the Common Area, Lots, and Units shall not be obstructed or impeded in any manner.

**8.04** <u>Waste.</u> No Owner shall permit anything to be done or kept on his/her/their/its Lot or the Common Area which would increase the insurance rate or cause the cancellation of insurance required hereunder to be carried by the Association or which would be in violation of any law. Waste shall not be committed on any Lot or the Common Area.

**8.05** <u>Window Accessories.</u> The covering of windows and other glass surfaces that are visible from the exterior of any Unit, whether by shades, draperies, or other items, excluding canopies or awnings, must be white unless otherwise approved in writing by the A.RC. Canopies and awnings must be approved in writing by the A.R.C.

**8.06** <u>Animals.</u> No animals of any kind shall be raised or bred in any Unit or on any Lot or the Common Area for any commercial purposes. Dogs, cats, and other customary household pets may be kept inside a Unit as pets, provided that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed by the applicable Owner from the Property within five (5) calendar days of the effective delivery date of written notice from the Association to do so. Outdoor fences and outdoor pet enclosures on any Lot are strictly prohibited.

**8.07** Noxious Activities. No noxious or offensive activity shall be conducted on any Lot, on the Common Area, or in any Unit; further, no activity shall be performed therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to other Owners or occupants of Units.

**8.08** <u>Conduct of Business</u>. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit, on any Lot or on the Common Area; provided, however, that nothing herein shall preclude an Owner from: (a) keeping his/her/their/its personal business records or accounts in his/her/their/its Unit, (b) handling his/her/their/its personal business calls or professional calls or correspondence from within his/her/their/its Unit or (c) maintaining a personal or professional library in his/her/their/its Unit.

**8.09** <u>Signs</u>. No signs of advertisement (including, without limitation, "For Sale" or "For Rent" signs) or other displays shall be maintained or permitted on any part of the Property, except at such locations and in such form as the Association approves. Notwithstanding the foregoing, the Declarant hereby reserves the right for the Developer and the Developer's agents as well as persons and entities given written approval from the Developer to place and maintain on the

Common Area and/or any Lot the Developer owns, as long as the Developer, the Developer's agents and/or person and/or entities given written approval from the Developer are engaged in sales or leasing activities in connection with the Property or have a model home and/or sales or leasing office on the Property, advertising signs, banners and/or lighting in connection therewith at such locations and in such forms as the Developer determines. The Developer may assign its rights pursuant to this Section 9 of Article 8, and the provisions of this Section 9 of Article 8 shall inure to the benefit of any such assignee. The sole purpose of this Section 9 of Article 8 is to ensure that the Units constructed by the Developer or Developer's assignee, as the case may be, are the foci of sales during the development of the Subdivision.

**8.10** <u>Exterior Uniformity.</u> The placement or nonplacement of exterior attachments on any Unit shall be regulated by the A.R.C. The color, type, style, and construction material of any exterior doors, including storm doors, shall be regulated by the A.R.C. No accessory structures, as defined by the Village Code, shall be permitted except for the patios depicted on the approved site plan for the Subdivision. In addition, no batting cages or sports courts are permitted.

**8.11** <u>Alterations.</u> No improvement shall be altered or removed from the Common Area except upon the written consent of the Association.

### 8.12 Outdoor Appearance.

(a) The outdoor drying of clothes and storage of furniture or toys is prohibited. Outdoor furniture shall be maintained in "like-new" condition so as not to create an eyesore or nuisance to neighbors. Play facilities are not allowed outside on a Lot.

(b) No rubbish, trash, garbage, or other waste materials shall be kept on any Lot unless the same is in enclosed containers located inside the building structure and concealed from public view. Trash receptacles shall not be placed curbside for pickup more than twelve hours prior to pickup.

(c) At all times, each Lot shall be kept in a clean and attractive condition. Unless the Association takes charge of the duty of yard maintenance of Lots, each Owner shall be responsible for cutting and removing weeds periodically on his/her/their/its own Lot so as to comply with the Village's requirements, ordinances, and regulations and the dictates of the Declaration.

(d) Artificial grass, plants, or other artificial vegetation anywhere on, along, in, under o upon the exterior portion of any Lot, is prohibited.

(e) Except as necessary during the period of construction of a Unit/Town Home Building on a Lot or Lots, implements, machinery (including lawnmowers, power tools, etc.), lumber, and/or building materials are prohibited from remaining exposed on any Lot, such that the same are visible from the street or a neighboring Lot. No part of the Subdivision shall be used for storage of junk or as a wrecking yard.

**8.13** <u>Antennae, Pools, and Satellite Dishes.</u> Antennae and towers are not allowed. Pools are not allowed. Satellite dishes are allowed but only in accordance with the following specifications: (a) The dish shall not be greater than eighteen inches in diameter, (b) The

dish shall not exceed thirty-six inches in height from above the ground, (c) The dish shall be groundmounted within three to four feet from the Unit it services and at least forty feet from the front Lot line, (d) The dish shall be screened or located such that the dish is not visible from the street and (e) The dish shall comply with the requirements of the Village, if any, and the F.C.C. Should the restrictions contained in this Section 13 of Article 8 conflict with the rules, regulations, or requirements of the F.C.C., the rules, regulations, and requirements of the F.C.C. shall govern.

**8.14 Buried Utility Lines.** All public utility, cable television, radio wires, pipes, mains, tiles, conduits, cables, lines, and other appurtenances constructed, laid, or installed must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the Subdivision.

**8.15** <u>**Tanks and Outside Air Conditioning Units.**</u> No elevated tanks of any kind shall be erected, placed, or permitted to exist in the Subdivision. All outdoor air conditioning units or other cooling and heating apparatuses shall be located only on the side and rear yards of a Lot.

**8.16** <u>Fences.</u> Outdoor fences and outdoor pet enclosures on any Lot, or the common area, are strictly prohibited.

**8.17** <u>Sheds / Temporary Buildings</u>. Sheds and temporary buildings are prohibited anywhere on the Property.

# ARTICLE 9

### Party Walls

**9.01** <u>Applicable Law.</u> The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions thereto shall apply to the extent the same are not inconsistent with the terms of this Article 9.

**9.02** <u>Rights in Party Wall.</u> Each Owner of a Unit that is adjacent to a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to therein keep, maintain, repair, and replace all pipes, conduit, and ducts originally therein located and all replacements thereof.

**9.03** <u>Costs of Repair. Maintenance. and Replacement.</u> The cost of reasonable repairs, maintenance, and replacement of a Party Wall shall be shared equally by the Owners of the Units who share the Party Wall, except that the entire cost of repairing damages which are caused by the negligence or willful act or omission of one Owner, such Owner's servants, tenants, guests, invitees, licensees or family members shall be paid for by such Owner. A damaged Party Wall shall be restored to as good a condition as it was prior to such damage.

9.04 **Damage or Destruction.** If a Party Wall is destroyed or damaged by fire

or other casualty, any Owner whose Unit is served by such Party Wall may restore such wall, and the other Owner who shares the use of said wall shall promptly contribute to the cost of restoration thereof equally without prejudice to the rights of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful act or omissions.

**9.05** <u>Association's Right to Take Action.</u> In the event that any Owner fails within a reasonable time after the occurrence of damage to a Party Wall to perform the necessary repair or rebuilding, then, the Association may cause such repairs or rebuilding to be performed and the cost thereof shall be charged to such Owner as that Owner's personal obligation and such cost shall be a continuing lien on such Owner's Lot until paid in full.

**9.06** <u>Change in Party Wall.</u> Any Owner who proposes to modify, rebuild, repair, or make additions to any structure upon his/her/their/its Lot in any manner which requires the extension, alteration, or modification of any Party Wall shall first obtain the written consent of the Owner with whom the Party Wall is shared as well as the Association, in addition to meeting any other applicable requirements.

**9.07 Exposure to Elements.** Notwithstanding any other provisions of this Article 9, an Owner who, by negligence or an intentional act, causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**9.08** <u>Right of Contribution.</u> The right of any Owner to contribution from any other Owner under this Article 9 shall be appurtenant to the respective Lot and shall pass to such Owner's successors in title.

**9.09** <u>Arbitration.</u> In the event of a disagreement between Owners of adjoining Units with respect to their respective rights and obligations as to their Party Wall, upon the written request of either of said Owners, the matter shall be submitted to the Association, and the decision of the Association shall be final and binding.

# ARTICLE 10

### **Architectural Control**

**10.01.** <u>Necessity of Architectural Review and Approval.</u> No structural improvement of any kind (or the foundation, if any, of the same), including, without limitation, any lit recreational area or any other structural improvements shall be installed, erected, or placed upon any Lot, nor shall any addition or alteration to any existing structures be made unless and until the plans, specifications, and location of the same have been submitted to and approved by the A.R.C. In general, all plans and specifications will be evaluated on the basis of harmony of external design, and location in relation to surrounding structures and topography.</u>

**10.02** <u>Authority of the A.R.C.</u> The A.R.C. shall be comprised of and controlled by the Developer until (a) a Unit is located on each and every Lot and no Unit is owned by the Developer or Builder, (b) the Developer relinquishes its authority in writing, (c) the Developer

assigns its authority in writing, or (d) ten years from the original date of recording of the Declaration, whichever occurs first and subject to the terms of this Section 2 of Article 10.

At the time that a Unit is located on each and every Lot and no Unit is owned by the Developer or Builder, the A.R.C. from there on shall be comprised of no more than five Owners and no less than three Owners who are appointed by a majority of the Board at every annual meeting of the Board; however, if the Association is still controlled by the Developer at such time, the A.R.C. shall be deemed dormant until the Turnover Date.

If the Developer relinquishes the Developer's control of the A.R.C. before the Turnover Date without assigning such control to another, the A.R.C. shall be deemed dormant until the Turnover Date, at which time and from there on the members of the A.R.C. shall be appointed by a majority of the Board at every annual meeting of the Board, and the membership requirements above stated shall be effective.

An assignee of the Developer shall have control of the A.R.C. until a Unit is located on each and every Lot and no Unit is owned by the Developer or Builder, at which time and from there on, the members of the A.R.C. shall be appointed by a majority of the Board at every annual meeting of the Board, and the membership requirements above stated shall be effective; provided, however, in the event that the need for such appointments arises prior to the Turnover Date, the A.R.C. shall be deemed dormant, and such appointments shall not take place until the Turnover Date.

Notwithstanding any terms to the contrary herein stated, under no circumstances may the Developer retain control of the A.R.C. beyond ten years from the original date of recording of the Declaration.

At any time during a period of dormancy, as mentioned above in this Section 2 of Article 10, the Developer, at the Developer's sole discretion, may reinstate the Developer's control of the A.R.C. by a written statement; provided, such reinstatement shall not be effective until such statement has been effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Section 6A of Article 18 of the Developer and effectively delivered to all the Owners in accordance with Secti

10.03. <u>Powers and Duties of the A.R.C.</u> The A.R.C. shall have the following powers and duties:

(a) to require submission to the A.R.C. of two complete sets of all plans and specifications for structural improvements of any kind, including, without limitation, a gazebo, deck, or any other improvement, the construction, installation, or placement of which is proposed upon any Lot. The A.R.C. may review and pre-approve preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon the submission of plans and specifications from an Illinois licensed architect. The A.R.C. may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as may be reasonably necessary for the A.R.C. to thoroughly evaluate the proposed structural improvement in accordance with the Declaration, including but not limited to a site plan, showing the location of the proposed and

existing structures, landscape, gas lines, electric lines, and yard lights upon the Lot. The use of plywood, reverse board, and aluminum siding on the exterior of any structure shall be prohibited.

(b) to prevent the building of any structure and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the A.R.C.:

(1) Such construction plans are not in accordance with all of the provisions of the Declaration; or

(2) The design, exterior or interior size; exterior colors or shape, exterior construction materials or color scheme of the proposed structure is not in harmony with the adjacent Units or the character of the Subdivision; or

(3) Such construction plans, as submitted, are incomplete; or

(4) The construction plans or any part thereof of the proposed structure are unacceptable or of such design or proportions or of such unsuitable materials as would depreciate or adversely affect the values of other Units in the Subdivision.

The decisions of the A.R.C. shall be final. None of the members of the A.R.C. or any architect or agent of the A.R.C. shall be responsible in any way for any defects in any construction plans submitted, revised, or approved in accordance with the foregoing or for any structural or other defects in any work done according to such construction plans. The A.R.C. may require the deposit of a reasonable and nonrefundable plan review fee from the Owner prior to the review and approval of the plans and/or specifications. In addition, the A.R.C. shall not be liable for its good faith acts or omissions in connection with the performance of its duties hereunder. Last, should the A.R.C. determine that a requirement or requirements in the Declaration, over which the A.R.C. has jurisdiction, poses a hardship to an Owner, the A.R.C. has the right but not the obligation to allow such Owner to deviate from such requirement or requirements, provided the Village agrees to the deviation in writing. A deviation shall be considered approved upon written permission from both the A.R.C. and the Village. If the Village does not provide the A.R.C. with a written denial or approval of a requested deviation(s) within thirty calendar days from the date that the A.R.C. delivers the request to the Village (notwithstanding any terms to the contrary herein stated, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested)), the requested deviation(s) shall be deemed approved by the Village. Any such deviation shall constitute a waiver only within the limited scope of said written agreement and shall not in any way constitute a waiver of any such restrictions as to the remaining Property or any other restrictions as such pertain to the respective Lot.

#### ARTICLE 11

#### Lease and Resale of Units

(see also Article 12 of the Declaration)

**11.01 Lease of Unit.** Any lease agreement between an Owner and a Lessee involving a Unit shall be in writing and shall state that such Lessee and/or all other occupants shall take subject to and such lease agreement shall comply with the provisions of the Declaration and the Association's rules and regulations and that failure by such Lessee and other occupants to comply with the terms of such documents shall constitute a default under said lease. No room or

rooms in any Unit, garage, or parts thereof may be leased and no paying guest shall be quartered in any Unit; however, the leasing of an entire Unit as a single Unit to a single family is allowed.

**11.02 Resale of Unit.** In the event of any resale of a Unit by an Owner other than the Developer, the Declarant or another title-holding trustee of the Developer, such Owner shall obtain from the Association and shall make available for inspection to the prospective purchaser, upon specific written demand from such prospective purchaser, the following documents:

(a) a copy of the Declaration and any other rules and regulations of the Association,

(b) a statement of any liens against such Unit, including a statement of the account of such Unit that sets forth the amounts of unpaid assessments and other charges due and owing,

(c) a statement of any capital expenditures anticipated by the Association within the current and/or upcoming years,

(d) a statement of the status and amount of the Association's capital reserve account and any portion of such fund earmarked for any specified project by the Association,

(e) a copy of the statement of the financial condition of the Association for the last year for which such a statement is available,

(f) a statement of the status of any pending suits or judgments to which the Association is a party,

(g) a statement that sets forth what insurance coverage is provided for all Owners by the Association and

(h) a statement that any and all improvements and/or alterations made to the subject Unit by the current Owner of such Unit are in good faith believed to be in compliance with the Declaration.

The acting Secretary of the Association or such other officer who is specifically designated by the Board shall furnish the above information when requested to do so in writing within thirty calendar days of receiving such written request. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association to the Unit seller.

# ARTICLE 12

# **Right of First Refusal**

**12.01** <u>Sale or Lease.</u> Any Owner, other than the Declarant, the Developer, or another title-holding trustee of the Developer who wishes to sell or lease his/her/their/its Unit/Lot/interest therein or any lessee of any Unit/Lot/interest therein who wishes to assign or

sublease such Unit/Lot/interest therein shall give to the Association not less than a thirty calendar days prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the prospective purchaser or lessee and any other information about the prospective purchaser or lessee as the Association may reasonably require. The Association has the first right of refusal to purchase or lease such Unit/Lot/interest therein upon the same terms, which right shall be exercisable for a period of thirty calendar days following the date of the Association's actual receipt of such notice. If said right is not exercised by the Association within said period, the Owner or lessee, as the case may be, at the expiration of said period and at any time within ninety calendar days after the expiration of said period may contract to sell, lease, sublease or assign, as the case may be, such Unit/Lot/interest therein specified. If such purchase does not close, such lease or sublease does not commence or such assignment does not occur within said 140 calendar days from the expiration date of the Association's right of first refusal as herein provided.

12.02 Gift. Any Owner other than the Declarant, the Developer, or another titleholding trustee of the Developer who wishes to make a gift of his/her/their/its Unit/Lot/interest therein shall give the Association not less than sixty calendar days' written notice of his/her/their/its intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Association may reasonably require. Unless the Association waives its right of first refusal to purchase the subject Unit and provides such waiver to the subject donor (see also Section 6 of this Article 12), the Association has the right of first refusal to purchase such Unit/Lot/interest therein for cash at fair market value to be determined by arbitration as herein provided as long as the Association provides notice to such Owner of the Association's desire to proceed with the appraisal procedure defined below within fifteen calendar days from the Association's actual receipt of said notice from such Owner; in the absence of such notice by the Association to the Owner, the Association's right of first refusal as to the subject donor shall be deemed waived. The Association and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators within fifteen calendar days after said notice by the Association to the Owner. Within ten calendar days after such appointments, the two arbitrators so appointed shall appoint another qualified real estate appraiser to act as a third-party arbitrator. Within fifteen calendar days after the appointment of said third arbitrator, the three arbitrators shall determine by majority vote the fair market value of the Unit/Lot/interest therein which the Owner contemplates conveying by gift and shall thereupon give written notice of such determination to the Owner and the Association. If either party fails to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Association's right of first refusal to purchase the Unit/Lot/interest therein shall expire forty-five calendar days after the date of actual receipt by the Association of such determination of fair market value. The Association shall be deemed to have exercised its right of first refusal if the Association tenders the required sum of money to the Owner within the said forty-five-day period.

**12.03** <u>Devise</u>. In the event any Owner dies, leaving a Will that devises his/her/their/its Unit/Lot/interest therein, and said Will is admitted to probate, the Association may exercise its right of first refusal to purchase said Unit/Lot/interest therein from the executor of the subject estate for cash at fair market value, which is to be determined by arbitration as herein

provided. Within sixty calendar days after actual receipt by the Association of notice of confirmation of the name of the executor of the estate of the deceased Owner, the Association shall appoint a qualified appraiser to act as an arbitrator and shall thereupon give written notice of such appointment to such executor or shall provide such executor with a written waiver of the Association's right of first refusal to purchase the subject Unit/Lot/interest therein (see also Section 6 of this Article 12). If such waiver is not so provided, such executor shall appoint a qualified real estate appraiser to act as an arbitrator within fifteen calendar days of said notice of appointment by the Association. Within ten calendar days after the appointment of an arbitrator by such executor, the two so appointed shall appoint another qualified real estate appraiser to act as a third arbitrator. Within fifteen calendar days thereafter, the three arbitrators shall determine by majority vote the fair market value of the Unit/Lot/interest therein devised by the deceased Owner and shall thereupon give written notice of such determination to the Association and such executor. If either party fails to select an appraiser, then the appraiser designated by the other party shall make the appraisal.

The Association's right of first refusal to purchase the Unit/Lot/interest therein at the price determined by the three arbitrators or arbitrator, as the case may be, shall expire sixty calendar days after the date of receipt by the Association of notice of the appraised value, as determined by the three arbitrators or arbitrator, as the case may be. The Association shall be deemed to have exercised its right of first refusal if the Association tenders the required sum of money to the subject executor within this sixty-day period. SEE SECTION 10 OF THIS ARTICLE 12 FOR EXCEPTIONS TO THE ASSOCIATION'S RIGHT OF FIRST REFUSAL.

# 12.04 Involuntary Sale.

(a) In the event any Unit/Lot is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall give thirty calendar days' written notice to the Association of his/her/their/its intention to do so before taking possession of the Unit/Lot so sold, whereupon the Association shall have an irrevocable right of first refusal to purchase such Unit/Lot at the same price for which such Unit/Lot was sold at said sale. If said right is not exercised by the Association within thirty calendar days after the Association's actual receipt of such notice, such right shall thereupon expire and such purchaser may thereafter take possession of said Unit/Lot; however, the Association shall be deemed .to have exercised its right of first refusal if the Association tenders the required sum of money to such purchaser within this thirty-day period.

(b) In the event any Owner defaults in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his/her/their/its Unit/Lot, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such Unit/Lot, which lien shall have the same force and effect and may be enforced in the same manner as provided for in Article 5 of the Declaration.

**12.05** <u>Exercise of Right of First Refusal.</u> The Association by the affirmative majority vote of its Board and upon not less than ten calendar days prior written notice thereof to all the Owners may exercise any right of first refusal to purchase a Unit/Lot/interest therein as

herein set forth. The Association by the affirmative majority vote of its Board and upon not less than ten calendar days prior written notice thereof to all the Owners may bid to purchase at any sale of a Unit/Lot/interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a: court. The written notice to all the Owners shall set forth the terms of the right of first refusal to be exercised by the Association or shall set forth a maximum price which the Association is authorized to bid and pay for said Unit/Lot/ interest therein. If within said ten calendar days at least twenty-five percent of the Voting Members file a written objection with the Association to any such action by the Association, then such right of first refusal shall be deemed waived and shall not be exercised by the Association. The Unit/Lot/ interest therein, which is subject to such right of first refusal, may thereupon be sold, conveyed, leased, given, or devised free and clear of the provisions of this Article 12.

**12.06** <u>Waiver of Right of First Refusal.</u> Upon written consent of at least a majority of the Board, any of the first refusal rights contained in this Article 12 may be waived and the subject Unit and Lot may be sold, conveyed, leased, given, assigned, subleased, or devised, as applicable, free and clear of the provisions of this Article12. Any and all waivers of the Association's right of first refusal apply only to the party receiving the waiver and not to the Unit or Lot.

**12.07** <u>Proof of Termination of Right of First Refusal.</u> A certificate signed and acknowledged by the acting Secretary of the Association, stating that the provisions of this Article 12 as hereinabove set forth have been satisfied by an Owner or duly waived by the Association and that the rights of the Association hereunder have terminated, shall be conclusive evidence against the Association, the Board and the Owners in favor of all persons who rely thereon, in good faith. The Association shall furnish such certificate to any Owner who has in fact complied with the provisions of this Article 12 or as to whom the provisions of this Article 12 have been waived and, at the Association's sole discretion, the Association may charge a reasonable fee for such certificate.

#### 12.08 Financing of a Purchase Under the Right of First Refusal.

(a) Acquisition of Units/Lots/any interest therein under the provisions of this Article 12 shall be made from the Association's capital reserve account if and only if funds in said account were earmarked for such purchase. If funds in said account may not be used for such purchase and the purchase is an unanticipated expense, the Association shall follow the special assessment adoption procedure pursuant to Section 7 of Article 5 of the Declaration.

(b) The Association, at its sole discretion, may borrow money to finance the acquisition of any Unit/Lot/any interest therein authorized by this Article 12; provided, however, 'that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit/Lot/interest therein to be acquired.

**12.09** <u>Title to Acquired Interest.</u> A Unit/Lot/interest therein acquired pursuant to the terms of this Article 12 shall be held of record in the name of the Association for the benefit of all the Owners. Said Unit/Lot/interest therein shall be sold and/or leased by the Association in such a manner as the Association determines without complying with the foregoing provisions relating

to the Association's Right of First Refusal. All proceeds of cash sales and/or leasing shall be deposited in the capital reserve account and credited in equal shares to each Lot that is subject to Assessment at such time.

**12.10** <u>Exceptions to the Association's Right of First Refusal.</u> The Association's Right of First Refusal, as provided in Sections 1, 2, 3, and 4 of this Article 12, shall not apply to any sale, lease, gift, device, or other transfer by the Declarant, the Developer, or another titleholding trustee of the Developer or between co-Owners of the same Unit/Lot or to the spouse or any lawful children of the Owner or any one or more of them or to any trustee of a trust, the sole beneficiary of which are the Owners, spouse or lawful child of the Owner or any one or more of them.

# ARTICLE 13

### Additional Property

**13.01** <u>In General.</u> The Declarant hereby reserves for itself and grants to the Developer and, effective after the Turnover Date, the Board, the right and power at any time and from time to time after the date of recording of the Declaration to add and subject additional real estate to the provisions of the Declaration. The Board may exercise such right only by an affirmative vote of a majority of the Board. Any such real estate which is subject to the Declaration by supplemental declarations shall be referred to as "Additional Property," "Additional Common Area," as applicable.

**13.02** Effect of Supplemental Declaration. Upon the recording of a supplemental declaration by the Declarant, another title-holding trustee of the Developer, the Developer, and/or the Board which subjects Additional Property, Additional Common Area, and/or Additional Limited Common Area to this Declaration, as herein provided, then:

(a) The covenants, restrictions, equitable servitudes, easements, party wall rights, obligations, liens, charges, rights, benefits, and privileges herein set forth and described shall run with and bind the Additional Property, Additional Common Area, and/or Additional Limited Common Area and shall inure to the benefit of and be binding on any person having any interest in such Additional Property, Additional Common Area and/or Additional Limited Common Area in the same manner, to the same extent and with the same force and effect that the Declaration applies to the Property, Common Area and/or Limited Common Area and to the persons having interest subject to the Declaration immediately prior to the date of the recording of the supplemental declaration.

(b) Every Owner of Additional Property or any part thereof shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners immediately prior to the recording of such supplemental declaration.

(c) In all other respects, all of the provisions of the Declaration shall include and apply to the Additional Property, Additional Common Area and Additional Limited Common Area

made subject to the Declaration by any such supplemental declaration, and the owners and the lessees (and all other occupants) thereof, with equal meaning and of like force and effect, the same as if such Additional Property, Additional Common Area and Additional Limited Common Area were subjected to the Declaration at the time of the initial recording thereof.

(d) The addition of real estate by the recording of each supplemental declaration shall not alter the amount of the lien for any charges made to a Unit, Lot, or Owner prior to such recording.

(e) With respect to the Additional Property, Additional Common Area, and Additional Limited Common Area, the Owners, the Declarant, the Developer, the Village, and any other party granted an easement herein shall have and enjoy all rights, powers, and easements granted to and/or reserved for them in the Declaration, plus any additional rights, powers and/or easements granted to and/or reserved for them in the supplemental declaration. No obstructions shall be placed or constructed in any public utility or drainage easements.

(f) Each Owner of Additional Property or any part thereof which is subject to assessment hereunder shall be responsible and liable for payment of the monthly assessment pursuant to Article 5 of the Declaration but shall not be responsible or liable for the payment of any special assessment which was levied prior to the time that the Additional Property became subject to assessment hereunder.

# ARTICLE 14

## <u>Mailboxes</u>

As required by the United States Postal Service, two (2) clusters of mailboxes, each servicing 16 units, will be installed by the Developer. A unit number will be assigned to each mailbox.

# ARTICLE 15

# Lawn and Landscape

Lawn and landscape shall be established in accordance with the following terms:

(a) No initial seeding, sodding, or landscaping of any sort on any Lot shall be performed by or at the direction of any Owner, except the Developer. Within the time period required by the Village, and in accordance with the Village's rules, the Developer will take charge of the initial seeding, sodding, and landscaping of the Lots. If the Association decides not to maintain the lawn and landscape of the Lots, the Owner of the applicable Lot, at such Owner's expense, shall be responsible and liable for maintaining the same,

(b) The selection and planting of trees in the Common Area shall be in accordance with the landscape plan approved by the Village. The Developer shall be responsible for establishing the lawn and landscape in the Common Area as required by the Village. The Association, at the

Association's expense, shall be responsible and liable for maintaining the same.

(c) The watering and maintenance of foundation plantings on a Lot are the responsibility, liability, and expense of the Owner of the respective Lot and

(d) Should an Owner desire outside lighting of and/or on his/her/their/its Lot, such lighting shall be installed at a location and shall be of watt intensity that will not cause a nuisance to neighbors or passersby.

(e) The Lawn area and Landscaping on all Lots and Common Area shall be maintained in a neat and manicured condition.

#### ARTICLE 16

#### Amendment, Revocation, and Supplementation

#### 16.01 <u>Amendment, Revocation, and Supplementation to the Declaration foot</u> including the Bylaws).

Prior to the Turnover Date, the Declaration (not including the Bylaws) may be amended, revoked, and/or supplemented only by an instrument signed by the Developer or the Developer's title-holding trustee, and no other Owner shall have the right to amend, revoke and/or supplement the Declaration (not including the Bylaws).

After the Turnover Date, the Declaration (not including the Bylaws) may be amended, revoked, and/or supplemented only by an instrument signed by at least seventy-five percent of the Voting Members; provided, however, such amendment, revocation, and/or supplementation shall not be valid without the written consent of the Developer or, if applicable, the Developer's title-holding trustee if, at the time of the proposed amendment, revocation and/or supplementation, the Developer holds a power of direction over, has a beneficial or financial interest in or is the legal or equitable titleholder of any part of the Property.

In the instance of an amendment and/or supplementation to and/or revocation of the Declaration (not including the Bylaws), the Board shall adopt a resolution, setting forth the amendment(s)/revocation(s)/supplementation(s) and proposed directing that such amendment(s)/revocation(s)/supplementation(s) be submitted to a vote at a special meeting or an annual meeting of the Membership. Notice of such meeting shall be given to all Owners, shall specify the amendment(s)/revocation(s)/supplementation(s) to be voted on, and shall comply with the terms of Section 6B of Article 18 of the Declaration. If and when such a vote is carried out, all Voting Members who voted in favor of the amendment/revocation/supplementation shall sign the instrument mentioned in the previous paragraph. Written notice, delivered in accordance with Section 6A of Article 18 of the Declaration of such amendments, revocations, and/or supplementations shall be given to all the Owners.

A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of

amendment/revocation/supplementation has been signed by at least seventy-five percent of the Voting Members as of the record date (see Section 4 of Article 5 of the Bylaws) shall be deemed prima facie evidence that such instrument has been signed by the required number of Voting Members. After the Turnover Date and for the purpose of making amendments to, revocations of, and supplementations to the Declaration (not including the Bylaws) in accordance with the terms expressed above in this Section I of Article 16, each Lot shall be deemed a unit and the Owner or Owners thereof shall count as one Owner. Accordingly, if one Owner per Lot for at least seventyfive percent of the Lots signs such instrument, the signature requirement of the Voting Members shall be satisfied. No amendment to, revocation of, or supplementation to the Declaration (not including the Bylaws) shall be effective until recorded in the Office of the Recorder of Deeds of Will County, Illinois. Additionally, any and all amendments to, revocations of, and/or supplementations to the Declaration (not including the Bylaws) must be submitted to the Village for approval, which approval shall not be unreasonably withheld. No amendment to, revocation of, and/or supplementation to the Declaration (not including the Bylaws) shall be valid unless and until the Village approves the same in writing; provided, however, that the Village's approval shall not be necessary to amend, revoke or supplement provisions that relate to membership in the Association and/or the A.R.C., the internal operations of the Association and/or the A.R.C. and/or amendments made pursuant to Sections 2 and 3 of Article 16 of the Declaration. If the Village does not provide the Board with a written denial or approval of the requested amendment, revocation, or supplementation within thirty calendar days from the date that the Board delivers the request to the Village (notwithstanding any terms to the contrary herein stated, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested)), the requested amendment, revocation or supplementation shall be deemed approved by the Village.

Notwithstanding any terms to the contrary herein stated, the Voting Members are prohibited from using its above-described right to amend, revoke and/or supplement the Declaration (not including the Bylaws) in any way that would shift any rights, obligations, and/or discretions hereunder of the Board to any other party, including but not limited to the Voting Members and/or the Membership. Further, notwithstanding any terms to the contrary herein stated, the terms of Article 13 of the Declaration shall govern the procedure for supplementing the Declaration to add real estate to the Property, the Common Area, and/or the Limited Common Area, and the terms of Sections 2 and 3 of Article 16 of the Declaration shall govern amendments due to special circumstances and errors and omissions respectively.

16.02 **Special Amendment.** Notwithstanding any terms to the contrary herein stated, the Declarant hereby grants to the Developer the right to record, at the Developer's sole discretion and without the Village's approval, a special amendment to the Declaration at any time and from time to time which amends the Declaration (a) to comply with requirements of residential loan programs that are government funded, (b) to correct clerical or typographical errors within the Declaration and/or (c) to bring the Declaration into compliance with governing laws, ordinances and/governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved for and granted to the Developer by the Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of as well as a consent to the reservation of the power to the Developer to make, sign/have signed and record special amendments. The Developer's right and power to make special

amendments hereunder shall terminate on the date that the Developer no longer holds power of direction over, has a beneficial or financial interest in, or holds legal or equitable title to any portion of the Property. After such date, the elected Board shall be vested with such right and power, which may be exercised by an instrument approving the special amendment signed by a majority of the Board, which instrument must be recorded with the Recorder of Deeds of Will County, Illinois to be effective.

**16.03** <u>Errors and Omissions.</u> If there is a substantive error or omission in the Declaration or other instrument of the Association, the Declaration or other instrument may be amended as required to conform it to the Illinois Condominium Property Act, the Illinois General Not For Profit Corporation Act of 1986, and/or other applicable law. Such an amendment to the Declaration may be adopted only by an instrument signed by a majority of the Board, which instrument must be recorded with the Recorder of Deeds of Will County, Illinois to be effective. Such amendments do not require the approval of the Village.

#### **ARTICLE 17**

#### **Deviations by Agreement with the Developer**

Notwithstanding any term(s) to the contrary herein stated, as long as the Developer has a financial or beneficial interest in, holds the power of direction over, or has legal or equitable title to any portion of the Property (after such time, the elected Board shall have the right of Developer defined in this Article 17, which right shall be exercised by a written instrument approving the deviation signed by a majority of the Board), the Developer, at the Developer's sole discretion, shall have the right but not the obligation to enter into written agreements with an Owner or Owners (without the consent of any other Owners) to deviate from any of the restrictions herein set forth, provided, at the Developer's sole discretion, there are practical difficulties or particular hardships evidenced by the respective Owner(s), and provided, if the subject matter of the same is within the jurisdiction of the A.R.C., the A.R.C. gives written approval of such deviation. Said written agreements must be approved by the Village to be effective, which approval shall not be unreasonably withheld. If the Village does not provide the Developer with a written denial or approval of a requested deviation within thirty calendar days from the date the Developer delivers the request to the Village (notwithstanding any terms to the contrary herein stated, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested)), the requested deviation(s) shall be deemed approved by the Village. Any such deviation shall constitute a waiver only within the limited scope of said written agreement and shall not in any way constitute a waiver of any such restrictions as to the remaining Property or any other restrictions as such pertain to the respective Unit/Lot. Whether the Developer determines that the Owner has or has not met Owner's evidentiary burden and accordingly approves or declines the Owner's request to deviate, the Developer, under no circumstances, shall be liable to anyone for making such determination.

#### **ARTICLE 18**

#### **General Provisions**

**18.01** <u>Management and Other Contracts.</u> The Declarant hereby reserves for the Developer the right but not the obligation, from time to time, for and on behalf of the Association to engage a property manager for the Association during the time period prior to the Turnover Date; thereafter, the Board may engage the services of a property manager to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty calendar days prior written notice, and the term of any such agreement shall not exceed one year and may be renewable by written agreement of the parties for successive one-year periods. Any contract providing for services by the Developer must provide for termination upon ninety calendar days prior written notice or less if agreed to in writing and may be for a term not to exceed three years.

18.02 **Enforcement.** The covenants, restrictions, equitable servitudes, easements, and party wall rights herein contained may be enforced by the Developer, all Owners, the Association, and/or the Village. A violation of the restrictions herein contained shall warrant the Developer, any Owner, the Association, and/or the Village to apply to any court of law of equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief and if such relief is granted, the breaching Owner(s) shall pay all court costs and reasonable attorneys' fees of the authorized party seeking relief. No delay or omission on the part of any of said authorized parties in exercising any right, power, or remedy provided for herein in the event of any breach of any of the restrictions herein contained shall be construed as a waiver thereof or an acquiescence therein; and no right of action shall accrue nor shall any action b brought or maintained by or on account of the failure or neglect of any of said authorized parties to exercise any right, power or remedy provided for herein in the event of any such breach or for imposing any of the restrictions herein contained. In the event any such lawsuit is filed by an Owner against the Developer, an Owner, the Association, and/or the Village, the non-prevailing party shall be liable for payment of all court costs, reasonable attorneys fees, and other expenses of said case incurred by the prevailing party, including the expense of expert witnesses as well as interest thereon at the rate of eighteen percent per annum. In the event that the interest rate herein stated exceeds the interest rate allowed by law, the interest rate allowed by law shall apply. If the filing Owner is the non-prevailing party, such costs, to the extent unpaid by such filing Owner, shall be added to and deemed a part of the assessment of the filing Owner, shall constitute a lien on such Owner's Lot, and shall be collectible as provided in Article 5 of the Declaration.

**18.03** <u>Severability.</u> If any sentence, term, paragraph, section, or article of the Declaration is deemed illegal or unenforceable, such sentence, term, paragraph, section, or article as a whole, as the case may be, shall be deemed excised from the Declaration or the Declaration shall be amended by the appropriate qualifying language if the sentence, term, paragraph, section or article is illegal or unenforceable as applied to one instance or instances but not as applied to others. In either case, all other sentences, terms, paragraphs, sections, and articles and the application thereof shall remain unaffected and in full force and effect to the extent permitted by law.

**18.04** <u>Title in Land Trust.</u> In the event title to any Lot is conveyed to a titleholding trust, the beneficiary or beneficiaries thereunder shall be responsible for the payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under the Declaration against said Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

**18.05** <u>Dissolution.</u> To the extent permissible under applicable law, in the event of dissolution of the Association, the real property owned by the Association shall be conveyed to the Owners as tenants-in-common. In such instance, each Owner shall be conveyed his/her/their/its equal fractional share of such real estate; said fractional shares shall be calculated on a per Lot basis by the total number of Lots on the date of the dissolution, and, for purposes of this Section 5 of Article 18, multiple owners of a Lot, entity or partnership owners of a Lot and beneficiaries of a trust that hold title to a Lot shall be counted as one Owner.

### 18.06 Notices.

A. <u>Notices: General.</u> Except as specifically stated otherwise in the Declaration and/or the Bylaws, any notice required or desired to be given to any Owner under the provisions of the Declaration and/or the Bylaws shall be in writing and addressed to the applicable Owner at the address furnished by such Owner to the Board for the purpose of service of notice or if no such address has been furnished, then said notice shall be sent to the address of the Unit owned by such Owner. Except as specifically stated otherwise in the Declaration and/or the Bylaws, any such notice shall be personally delivered or mailed by regular mail with postage pre-paid. Delivery shall be deemed effective, (a) in the case of mailing, three calendar days after the notice is deposited in the United States mail or with a United States Post Office and (b) in the case of personal delivery, the date the notice was deposited under the door of the Unit of the Owner if the address of record for notices is such Unit or the date of delivery to the Owner, Owner's agent or, if delivered to the appropriate Unit, to anyone residing thereat who is fourteen years of age or older.

**B.** <u>Notices: Meetings.</u> Written or printed notice which states the place, day, and hour of any meeting must be effectively delivered either personally or by regular mail with postage pre-paid to each Owner not less than five nor more than sixty calendar days before the date of such meeting, except if removal of a director or merger, consolidation, dissolution and/or alienation of the Association's assets is the subject matter of a vote, then, in such case, notice must be effectively delivered no less than twenty calendar days before the meeting. Said notices shall be given by the Secretary of the Association unless otherwise directed by the Board. In case of a special meeting or when required by law, the Declaration and/or the Bylaws, the purpose for which the meeting is called shall be stated in the notice. Notice of a meeting shall be in writing and addressed to the Owner at the address furnished by the Owner to the Board for the purpose of service of notice or if no such address has been furnished, then said notice shall be sent to the address of the Unit owned by such Owner. Delivery shall be deemed effective, (a) in the case of mailing, three calendar days after the notice is deposited in the United States mail or with a United States Post Office and (b) in the case of personal delivery, the date the notice was deposited under the door of the Unit of the

Owner if the address of record for notices is such Unit or the date of delivery to the Owner, Owner's agent or, if delivered to the appropriate Unit, to anyone residing thereat who is fourteen years of age or older. Additionally, copies of the notice shall be posted in conspicuous places on the Property as designated by the Board at least forty-eight hours prior to such a meeting.

C. <u>Notices to the Association</u>. Any and all notices to the Association shall be personally delivered or mailed by regular mail with postage pre-paid to the Secretary of the Association or to the person as otherwise directed by the Board to receive such notices, in which case, the Association shall notify all Owners of such direction. A notice shall be deemed effectively delivered (a) in the case of mailing, three calendar days after the notice is deposited in the United States mail or with a United States Post Office and (b) in the case of personal delivery, the date the notice was personally received by the Secretary or other authorized recipient. If actual receipt is required, then effective delivery is achieved only when the Secretary or other authorized recipient has actually received the notice; personal delivery with procurement of a written acknowledgment of receipt or certified mail (return receipt requested) are the advised methods of delivery in such instance.

**D.** <u>Certified Mail.</u> In any instance, delivery of notice by certified mail (return receipt requested), while not required, is an acceptable method of delivery. A notice sent by certified mail shall be deemed effectively delivered on the date of the return receipt.

**18.07** <u>Binding Effect.</u> The Declaration shall be in effect for a term of thirty years from the date the Declaration is originally recorded, after which time the Declaration shall be automatically extended for successive periods of ten years unless this term is amended pursuant to the requirements to amend that are contained in this Declaration.

**18.08** <u>Successors of the Declarant or the Developer</u>. Neither the Declarant nor the Developer shall have or incur any liability for the acts of any other party who subsequently exercises the rights of the Declarant and/or Developer, as expressed in the Declaration.

**18.09 Trustee Exculpation.** It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein of the Declarant are made and intended not as personal covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding said Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically herein described, and this instrument is signed and delivered by said Declarant not in its own right but solely in the exercise of the powers conferred upon it as trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette Bank, an Illinois banking association, on account of the Declaration, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the holder(s) of the power of direction over the subject

trust.

**18.10** Exclusion from Application. The terms of the Declaration shall not apply to areas in the Subdivision which are now or hereafter conveyed and/or dedicated to or condemned by a municipality, park district, and/or county, state, and/or federal government for roadway and/or public purposes.

**18.11** <u>Liberal Construction.</u> The terms of the Declaration shall be liberally construed to effectuate its purpose of creating a residential multi-family community of high quality and character.

**18.12.** <u>Statutory and Governing Law.</u> Many of the provisions of the Declaration and the Bylaws contain current governing statutory provisions from the Illinois Condominium Property Act and the Illinois General Not-For-Profit Corporation Act of 1986. Other applicable provisions of these Acts and other governing laws, if any, may not be included in the Declaration and the Bylaws but are nonetheless in full force and effect. Further, in connection with those provisions of the Declaration and the Bylaws that contain such statutory language, such provisions shall be deemed by the terms hereof automatically amended and/or repealed in concert with any and all future amendments or repeals of applicable provisions of said Act.</u>

Signed as of the day and year first above written on page one of the Declaration.

# **SCHEDULE OF EXHIBITS**

- Exhibit A
- Exhibit B
- Legal Description of the Property Bylaws of the Association Legal Description of the Common Area Legal Description of the Lots Exhibit C
- Exhibit D

# EXHIBIT A

# (INCORPORATED BY REFERENCE AND MADE A PART OF THE DECLARATION OF COVENANTS, RESTRICTIONS, EQUITABLE SERVITUDES, EASEMENTS, AND PARTY WALL RIGHTS OF MISTY CREEK SUBDIVISION

(Legal Description of the Property)

#### EXHIBIT B

#### (INCORPORATED BY REFERENCE AND MADE A PART OF THE DECLARATION OF COVENANTS, RESTRICTIONS, EQUITABLE SERVITUDES, EASEMENTS, AND PARTY WALL RIGHTS OF MISTY CREEK SUBDIVISION)

## (Bylaws of the Misty Creek Townhome Owners' Association, an Illinois Not-For-Profit Corporation)

#### ARTICLE I

#### Name of Corporation

The name of the corporation is Misty Creek Townhome Owners' Association (hereinafter referred to as the "Association").

#### ARTICLE2

#### **Definitions**

All terms herein used shall have the meanings set forth in Article I of the Declaration.

#### ARTICLE3

#### **Purposes and Powers**

**3.01** <u>Purposes.</u> The general purposes of the Association are to perform all the obligations of the Association set forth in the Declaration, including, without limitation, owning and maintaining the Common Area and the facilities and improvements thereon and maintaining those portions of the Units as herein described, to facilitate the common use and enjoyment of the Common Area by the Membership and to exercise all the rights and powers granted to the Association in the Declaration, all on a not-for-profit basis.

**3.02** <u>Powers:</u> The Association shall have and exercise all powers that are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986, the applicable provisions of the Illinois Condominium Property Act, the Association's Articles of Incorporation, the Declaration and the Bylaws.

# ARTICLE 4

#### **Association's Office**

**4.01** <u>Registered Office.</u> The Association shall have and continuously maintain a registered office and a registered agent in the State of Illinois. The office of such registered agent must be identical to such registered office.

**4.02** <u>Principal Office.</u> Prior to the Turnover Date, the location of the principal office of the Association shall be determined from time to time by the Developer, but such location must be located in the State of Illinois. After the Turnover Date, the principal office of the Association shall be maintained in the Village of Frankfort in Will County, Illinois.

**4.03** <u>Owners' Notice Information.</u> A record of the names and addresses of the Owners is to be provided by the Owners to the Association for the purpose of receiving notices required. to be given hereunder shall be kept at the Association's registered agent's office or the Association's principal office as well as with the Association's Secretary.

### **ARTICLES**

#### **Membership and Voting Rights**

**5.01** <u>Membership.</u> Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association is not transferable or assignable.

5.02 Voting Rights: The Association shall have one class of membership and each member shall have one vote for each Lot such member owns; provided, in no event may more than one vote be cast with respect to any one Lot. The person entitled to vote with respect to each Lot is hereinafter referred to as the "Voting Member." If more than one person is the record titleholder of a Lot or if an Owner is a trustee, corporation, partnership, or other legal entity, the vote for such Lot shall be exercised as such Owner of that Lot designates in writing to the Association; the Developer shall designate who shall exercise the voting rights with respect to Lots owned by the Declarant, another title-holding trustee of the Developer or the Developer. Such designation shall be revocable at any time by the death or legally declared disablement of any such designee of a Lot or by written notice of revocation to the Association by any such designee. In regard to the record titleholders which are testamentary or land trustees, if such trustee designates in writing a person to cast votes on behalf of the applicable Owner, the designation shall remain in effect until a subsequent document is filed with the Association. If an Owner or, in the case of multiple ownership, a designee cannot agree as to how his/her/their/its vote is to be exercised, then no vote shall be cast with respect to such Lot. In the event that a Lot is owned by more than one

person and no designation is given to the Association, then the Board, at its sole discretion, may recognize one of the Owners of such Lot as the Voting Member for such Lot. Further, if any of the Association's fees are overdue in connection with a Lot, all voting rights herein of the Voting Member for such Lot, at the Board's sole discretion, shall be suspended until such overdue fee plus late charges are paid in full.

**5.03** <u>Special Meetings.</u> Special meetings of the Membership may be called by either the President of the Association, by at least a majority of the Board, or by not less than sixty percent of the Voting Members for the purpose or purposes stated in the notice of such meeting to the Owners (see Section 6B of Article 18 of the Declaration for notice provisions).

**5.04 <u>Fixing of Record Date.</u>** To determine the Owners entitled to notice of a meeting, the Board may fix in advance a date as the record date to determine the Owners, in any case, to be no more than sixty calendar days and not less than eight calendar days, or in the case of a merger, consolidation or dissolution of the Association or a sale, lease, alienation or exchange of assets of the Association, not less than twenty calendar days before the date of such meeting. The Board may also fix in advance a date as the record date to determine the Voting Members who are entitled to vote at a meeting. If no record date is fixed for the determination of Owners entitled to notice of or Voting Members entitled to vote at a meeting, five calendar days prior to the date of the meeting shall be the record date for the determination of the Voting Members and fourteen calendar days prior to the date of the meeting shall be the record date. The Board may also fix a date as the record date for a sale, lease, alienation or a sale, lease, alienation or a sale, lease, alienation or exchange of assets of the meeting shall be the record date. The Board may also fix a date as the record date for determining the Voting Members and/or the Owners for any other proper purpose.

**5.05 Inspectors.** At any meeting of the Membership when voting is to take place, the President of the Association may or upon the request of any member of the Membership shall appoint one or more persons as inspectors for such meeting. Such inspectors shall ascertain and report the number of votes represented at the meeting, based on their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and/or voting with impartiality and fairness to the Membership. Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspectors, the report of the inspectors. The report of the inspector or inspectors on the number of votes represented at the meeting and the results of the voting thereat shall be prima facie evidence thereof.

**5.06** <u>Place of Meetings.</u> All meetings of the Membership shall be held at a place in Will County, Illinois that is determined by the Board. If no designation is made, the place of meeting shall be the Association's principal office.

**5.07** <u>Membership's Meetings: Ouorum.</u> The presence at any meeting, in person or by proxy, of seventy-five percent of the Voting Members shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action which may be taken by the Membership may only be taken at any meeting at which a quorum is present, upon the affirmative vote of sixty

percent of the Voting Members present at such meeting unless the vote of a greater number is required pursuant to the terms of the Declaration and/or the Bylaws. If a quorum is not present at a meeting, a majority of the Voting Members present at such meeting may adjourn the meeting at any time without further notice. Withdrawal of Voting Members from any meeting shall not cause the failure of a quorum at such meeting.

**5.08** <u>Proxies.</u> At meetings of the Membership, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and signed by the Owner or the duly authorized attorney-in-fact of such Owner and shall be filed with the Secretary of the Association. Unless otherwise provided in the proxy, no proxy shall be valid after eleven months from the date of the proxy unless the proxy provides for a longer period. Every proxy shall be revocable and shall be deemed automatically void upon termination by the Voting Member of his/her/their/its ownership interest in his/her/their/its Lot.

**5.09** Initial Meeting and Annual Meetings of the Membership. The Initial Meeting of the Membership shall be held after notice of such meeting has been given by the Developer to all the Owners. Such notices shall comply with the addressee, timing, and delivery, requirements detailed in Section 6B of Article 18 of the Declaration. Thereafter, every annual meeting of the Membership shall occur at the same time on the same day of the same month of each succeeding year; however, the Board, at the Board's sole discretion, may designate a different date and/or time for such annual meeting. Further, if such day is a Sunday or a legal holiday, the meeting shall be held at the same time on the next succeeding business day. The Membership's annual meeting may be called by the Secretary of the Association by providing notices of the same to all the Owners, which notices shall comply with the addressee, timing, and delivery requirements detailed in Section 6B of Article 18 of the Declaration. An annual meeting of the Membership is not required, but any officer of the Association or any Voting Member may call such meeting if the Secretary of the Association or other authorized person does not send a notice of such meeting to the Owners in accordance with this Section 9 of Article 5.

**5.10** <u>Waiver of Notice.</u> Any Owner may waive in writing his/her/their/its right to notice of any meeting. The attendance of an Owner at any meeting shall constitute a waiver of notice of such meeting, except where an Owner attends a meeting for the express purpose of objecting to the holding of the meeting because proper notice was not given.

**5.11** Informal Action. Any action required to or which may be taken at a meeting of the Membership, may be taken without a meeting of the Membership if a written consent setting forth the action so taken is signed by all the Voting Members entitled to vote with respect to the subject matter thereof or by at least the number of Voting Members necessary pursuant to the terms of the Declaration to pass such an action; provided, however, if such consent is signed by less than all the Voting Members entitled to vote, then such consent shall become effective only: (a) if, at least five calendar days prior to the effective date of such consent, a notice in writing of the proposed action is delivered to all the Voting Members entitled to vote with respect to the subject matter thereof, and (b) if, after the effective date of such consent, prompt notice in writing of the taking of such action without a meeting is delivered to those Voting Members entitled to vote who did not consent to such action in writing (see Section 6A of Article

18 of the Declaration for notice provisions). Any such signed consent shall have the same effect as a unanimous vote of the Voting Members.

**5.12** <u>Termination of a Member's Membership.</u> At any regular or special meeting of the Board, the Board, by the affirmative vote of a majority of the Board, may suspend or terminate an Owner's membership for cause after such Owner has been provided an opportunity to appear before the Board. Reasonable causes for such termination include but are not limited to: (a) an Owner's repetitive failure to pay such Owner's Association fees when due and/or (b) an Owner's repetitive failure to comply with any of the terms of the Declaration. When an Owner's membership is terminated, such terminated member is still required to comply with all the terms of the Declaration, such as payment of the Association's monthly assessments, and is still entitled to receive notice of meetings, as herein required, but all the voting rights hereunder of the terminated member shall be deemed terminated.

**5.13** <u>Reinstatement</u>. Upon written request signed by a former member of the Membership and filed with the Secretary of the Association, the Board, by the affirmative vote of a majority of the Board, may reinstate such former member's membership on such terms as the Board deems appropriate.

**5.14** <u>Voting by Ballot.</u> Voting on any question or in any election may be by voice unless one of the officers of the Association orders or any Voting Member demands that voting be by ballot. Absentee ballots are permitted as long as the same are notarized and provided to one of the attending officers of the Association prior to the date of the meeting at which the vote will be taken.

5.15 <u>Responsibility in Regard to Holding of Meetings.</u> The Board is in no way responsible for ensuring that any Membership meeting is called or held.

# ARTICLE6

# **Board of Directors**

**6.01** <u>In General.</u> The affairs of the Association shall be managed by the Board, which, except as provided in Section 2 of this Article 6, shall consist of five Owners, all of whom shall be elected by the Voting Members. A person may concurrently hold the positions of an officer and a director.

**6.02** <u>Appointment of the Directors by the Developer.</u> Notwithstanding any terms to the contrary herein stated, until the Turnover Date, the Board shall consist of not less than three persons, who need not be Owners, as the Developer appoints from time to time. The Developer shall determine who shall fill any vacancies on the Board up until the Turnover Date. Until the Turnover Date or such sooner time as the Developer determines, the Board appointed by

the Developer shall have all the powers and authority that are generally imparted to the Board in the Declaration as well by law, with exception to any terms in the Declaration that are permissibly contrary to the law.

#### 6.03 <u>Election of the Directors by the Voting Members.</u>

The initial directors appointed by the Developer pursuant to Section 2 of this Article 6 shall serve for a period commencing on the recording date of the Association's Articles of Incorporation and ending on the date of the election of the directors at the Initial Meeting of the Membership. Notwithstanding any terms to the contrary stated anywhere in the Declaration, if directors are not elected by the Turnover Date, the directors appointed by the Developer shall continue to act as the Board for a period of thirty calendar days from the Turnover Date, whereupon written notice of the resignation of such directors shall be sent to all the Owners in accordance with Section 6A of Article 18 of the Declaration and such resignations shall be effective as of said thirtieth day.

An election of the directors shall occur at the Initial Meeting of the Membership and at all subsequent annual meetings of the Membership, subject to the terms of this paragraph. Five directors shall be elected at the Initial Meeting of the Membership as well as the first or second annual meeting of the Membership, whichever applies (see the fourth sentence of this paragraph). If at least five Owners do not receive votes at the Initial Meeting of the Membership and at the first or second annual meeting of the Membership, whichever applies (see the fourth sentence of this paragraph), another election to fill such vacant position(s) shall occur soon after the date of the applicable meeting. The directors who are elected at the Initial Meeting of the Membership shall serve until the first annual meeting of the Membership if such directors have been in such positions for six or more months as of the date of the first annual meeting of the Membership or until the second annual meeting of the Membership if such directors have been in such positions less than six months as of the date of the first annual meeting of the Membership. In all elections for directors, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The three persons receiving the highest number of votes at the second election of directors at the first or second annual meeting of the Membership, whichever applies, shall be elected to the Board for a term of two years and the two persons receiving the next highest number of votes at the second election of directors at the first or second annual meeting of the Membership, whichever applies, shall be elected to the Board for a term of one year. In the event of a tie vote, the directors of the prior Board shall determine which such directors shall have the two-year term and which such directors shall have the one-year term. At all subsequent elections of directors, the term of the predecessor director shall dictate the term of the successor director. Should the Bylaws be amended to decrease or increase the term/terms of a director/directors, such amendment shall not affect the term of an incumbent director.

With respect to any and all meetings to elect directors, the Board, within ten business days of receiving a written request from any Owner to provide the names and addresses of all the Owners, shall provide the requesting Owner with such information. The election of a director shall not in and of itself create contractual rights. **6.04 Open Meetings.** Each meeting of the Board shall be open to any Owner, except that portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Association has been filed and/or is pending in a court or administrative tribunal or when the Board finds that such legal action is probable or imminent, (b) to consider information regarding an appointment, employment or dismissal of an employee of the Association, the termination of a member's membership and/or the suspension of a Voting Member's voting rights and/or (c) to discuss violations of rules and regulations of the Association. Any votes on such matters shall be taken at a meeting or portion thereof open to the Owners. Notice of an open meeting shall be sent to all Owners in accordance with Section 6B of Article 18 of the Declaration unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting convenes. Owners may record the proceedings of an open meeting, and the Board may adopt reasonable rules to govern the conduct of the Owners who attend the meetings. Owners who do not comply with such rules may be removed from a meeting.

**6.05** <u>Board's Annual Meetings and Notices.</u> The Board's annual meeting shall occur each year within ten business days after the Membership's annual meeting. In the absence of a Membership's annual meeting, the Board's annual meeting for that year shall be no later than fourteen months from the date of the last annual meeting of the Board. Notice of the Board's annual meeting shall be provided by the Secretary of the Association, or any other person authorized to do so by the Board to all the Owners in accordance with Section 6B of Article 18 of the Declaration. Such annual meetings are mandatory; provided, such annual meetings, are discretionary prior to the Turnover Date.

**6.06 Board's Regular Meetings and Notices.** In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board determines by resolution, provided that there shall not be less than one regular meeting each calendar quarter. Notice of the Board's regular meeting shall be provided by the Secretary of the Association or by any other person authorized to do so by the Board to all the Owners in accordance with Section 6B of Article 18 of the Declaration. The business to be transacted at or the purpose of any regular meeting of the Board does not need to be specified in the notice of such meeting unless specifically required by the Declaration. Such regular meetings are mandatory; provided, such regular meetings are discretionary prior to the Turnover Date.

**6.07 Board's Special Meetings and Notices.** Special meetings of the Board may be called by the President of the Association or by a majority of the directors. After the Turnover Date, special meetings of the Board may also be called by not less than sixty percent of the Voting Members. Notice of a special meeting of the Board shall be provided by the Secretary of the Association or any other person authorized to do so by the Board to all the Owners in accordance with Section 6B of Article 18 of the Declaration and shall specify the purpose of the meeting.

**6.08** <u>Waiver of Notice.</u> Any director may waive in writing his/her right to notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the holding of the meeting because proper notice was not given.

**6.09 Informal Action.** Any action required to, or which may be taken at a meeting of the Board, may be taken without a meeting of the Board if a written consent setting forth the action so taken is signed by all the directors entitled to vote with respect to the subject matter thereof or by a majority of the directors if a greater number of votes is not required by the Declaration. Any such signed consent shall have the same effect as a unanimous vote of the directors.

**6.10** <u>**Ouorum.**</u> A majority of the directors serving from time to time on the Board shall constitute a quorum. A quorum is required before any vote of the Board may be taken on any matter before the Board. If less than a quorum is present at any meeting of the Board, a majority of the directors present at such meeting may adjourn the meeting without further notice. Withdrawal of a director from any meeting of the Board shall not cause the failure of a quorum at any such meeting.

**6.11** <u>Manner of Acting.</u> Except as otherwise expressly provided by the Declaration, any action of the Board may be taken upon the affirmative vote of a majority of the Board. No director may act by proxy on any matter; a director is prohibited from assigning or delegating in any manner his/her right to vote as a director. Each director shall cast only one vote on each matter submitted for vote to the Board. The Association shall have only one class of directorship. Absentee ballots are permitted if the same are notarized and provided to one of the attending directors prior to the date of the meeting at which the vote is taken.

**6.12** <u>Compensation/Reimbursement for Expenses.</u> Directors shall receive no compensation for their services as directors but shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his/her duties upon presentation of receipts or other appropriate evidence of such expenses.

6.13 **Removal or Resignation of Directors.** All the directors elected by the Membership may be collectively removed from office, with or without cause, upon the affirmative vote of at least sixty percent of the Voting Members at any annual meeting of the Membership or special meeting of the Membership called for such purpose. If less than the entire Board is to be removed, no director may be removed, with or without cause, if more than fifty percent of the Voting Members vote against such removal. Any director may resign at any time by submitting his or her written resignation to the Board. If a director, who is elected by the Membership, ceases to be a member of the Association, he or she shall be deemed to have resigned as of the date his or her membership ceases. Prior to the Turnover Date, a successor to fill the term of a director who resigns or has been removed shall be appointed by the Developer and any successor so appointed shall serve the balance of his or her predecessor's term. After the Turnover Date, a successor to fill the unexpired term of a director who resigns or is removed shall be elected by the Voting Members at any annual meeting of the Membership or at any special meeting of the Membership called for such purpose and any successor so elected shall serve the balance of his or her predecessor's term. Any time removal of a director is a subject matter of a meeting, the notice of such meeting must state such purpose.

6.14 <u>Presumption of Assent.</u> A director who is present at a meeting of the Board

at which action on any Association matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of such meeting or unless he or she files his or her written dissent to such action with the Secretary of the Association before the adjournment of such meeting or forwards such dissent by registered or certified mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**6.15** <u>Place of Meeting.</u> All meetings of the Board shall be held at a place in Will County, Illinois that is determined by the Board. If no such designation is made, the place of meeting shall be the Association's principal office.

# ARTICLE 7

# **Powers and Duties of the Board of Directors**

The powers of the Association shall be vested in its Board to the extent that such powers are not <u>specifically</u> reserved to the Membership in the Declaration. The Board shall make provisions for the maintenance of the Common Area as provided in the Declaration and shall have all the powers and duties granted and imposed upon it by the Association's Articles of Incorporation, the Illinois General Not For Profit Corporation Act of 1986, the Illinois Condominium Property Act, other law, if applicable, and the Declaration, including but not limited to and, without limiting the foregoing, the following:

(a) to act in a representative capacity in relation to matters involving the Common Area on behalf of the Owners;

(b) to adopt new bylaws and/or amend, revoke, or supplement the Bylaws (refer to Article 13 of the Bylaws for procedural provisions) (also refer to Section 4 of Article I of the Declaration for the meaning of "Bylaws") and to amend the Declaration in certain instances pursuant to the terms of the Declaration;

(c) to cause the annual budget to be prepared, and to notify each Owner of the monthly assessment and any special assessments against his/her/their/its Lot and to collect the same, all in accordance with and as more fully set forth in Article 5 of the Declaration;

(d) to formulate policies for the administration, management, maintenance, improvement, and operation of the Common Area and portions of the Lots/Units for which the Association is to or may maintain pursuant to the terms of the Declaration;

(e) to provide for the designation, hiring, and removal of employees and other personnel, including lawyers, engineers, architects, and accountants, and to engage or contract for services to accomplish the Association's duties pursuant to the terms of the Declaration;

(f) to procure and maintain the Association's insurance policies pursuant to Article 6 of the

Declaration and all other types of insurance for the Association in such amounts and insuring the Association against such risks as the Board deems appropriate;

(g) subject to the provisions of the Declaration, to engage the services of a professional property manager for the Association, as the Board, at its sole discretion, deems appropriate;

(h) to provide for the maintenance of and repair, replacements and additions to the Common Area and the facilities and improvements thereon, and, to the extent the Association is obligated by the Declaration, or, in the future, the Board agrees to be obligated in any way to care for, of and to the Lots;

(i) to pay all taxes and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon;

(g) to cause all officers and/or employees of the Association who have a fiscal responsibility to be bonded;

(k) to cause to be signed and delivered in the name and on behalf of the Association and, at the Board's sole discretion, such agreements in favor of mortgagees or prospective mortgagees of Lots, as may be required to qualify said mortgages in accordance with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration or any other governmental agency or public, quasi-public or private entity which performs or may in the future perform functions similar to those currently performed by such organizations or any institutional lender issuing a commitment to make a first mortgage loan that covers twenty percent or more of the Lots (see Section 2 of Article 16 of the Declaration);

(1) to elect officers of the Association;

(m) to assist the Association in taking title to, owning, and holding real estate as may be reasonably necessary to carry out the purposes of the Association;

(n) to collect reasonable fines from Owners for violation of the Declaration and/or the other rules and regulations of the Association, if any; and

(o) to provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary and may bear the Association's seal, which may be in facsimile. If any certificate becomes lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board determines.

# ARTICLE 8

# **Officers**

The officers of the Association shall exercise their authority under the Declaration on behalf of and in the best interests of the Membership. A person may concurrently hold the positions of an officer and a director.

**8.01** Officers. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and such other officers as the Board deems appropriate. All officers shall be elected by an affirmative vote of a majority of the Board at each annual meeting of the Board and shall hold office at the pleasure of the Board; provided, however, prior to the Turnover Date, the Developer shall determine the need for officers and shall appoint any and all such officers. After the Turnover Date, the first elected directors shall elect the officers of the Association by a majority vote of such directors and such officers must be Owners." No one person may hold more than one officer position at one time. Each officer shall hold office until his or her successor has been duly elected, until his/her death, or until he or she resigns or is removed in the manner specified in this Article 8. The election of an officer shall not in and of itself create contractual rights.

**8.02** <u>Vacancy of Office.</u> Any officer may be removed, with or without cause, at any meeting of the Board by the affirmative vote of a majority of the Board, and any vacancy in any office may be filled by the affirmative vote of a majority of the directors at any meeting of the Board. Removal of an officer shall be without prejudice to the contractual rights, if any, of the person so removed.

**8.03** <u>Powers of the Officers.</u> The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including but not limited to the following:

**President.** Subject to the direction and control of the Board, the President shall be in charge of the business and affairs of the Association; he or she shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, he or she shall discharge all duties incident to the office of the President and such other duties as may be prescribed by the Board. He or she shall preside at all meetings of the Membership and of the Board. Except in those instances in which the authority to execute is expressly delegated in writing by the President to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board and/or the Declaration, he or she may execute for the Association any contracts, deeds, mortgages, bonds or other instruments that the Board has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and with the Secretary of the Association or any other officer thereunto authorized by the Board.

Vice President. The Vice President shall assist the President in the discharge of the President's duties as the President directs and shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the

restrictions on the President. Except in those instances in which the authority to execute is expressly delegated in writing by the President to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board and/or the Declaration, the Vice President may execute for the Association any contracts, deeds, mortgages, bonds or other instruments that the Board has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and with the Secretary of the Association or any other officer thereunto authorized by the Board.

**Treasurer.** The Treasurer shall be the principal accounting and financial officer of the Association. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Association, (b) have charge and custody of all funds and securities of the Association and be responsible therefor as well as for the receipt and disbursement thereof and (c) perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned to him or her by the President or by the Board. Prior to providing any services as the Treasurer, the Treasurer shall give a bond to the Board to ensure the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board determines.

Secretary. The Secretary shall (a) record the minutes of the meetings of the Membership and of the Board in one or more books provided for that purpose, (b) see that all notices are duly given in accordance with the provisions of the Declaration or otherwise required by law, (c) be a custodian of the corporate records and of the seal of the Association, (d) keep a register of the address and name of each and every Owner, as provided by the Owners for notice purposes, as well as the Unit address of each and every Owner, (e) keep a current list of the membership status of each and every Owner and (f) perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

**8.04** <u>Compensation.</u> The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by the Board. In the instance of such resolution, no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Association. Notwithstanding the foregoing, officers shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of his/her duties upon presentation of receipts or other appropriate evidence of such expenses.

#### ARTICLE 9

#### Contracts, Checks, Deposits, and Funds

**9.01** <u>Contracts.</u> The Board may authorize in writing any officer or officers of the Association as well as an agent or agents of the Association to enter into any contract and/or sign and/or deliver any instrument in the name of and on behalf of the Association, and such authority may be general or specific. In the absence of any such authorization by the Board, any such contract or instrument (see Section 2 of this Article 9 for discussion of authorized signatories in regard to specific types of instruments) must be signed by the President or Vice- President and

attested to by the Secretary of the Association.

**9.02** <u>Checks. Drafts. Etc.</u> All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such person/persons as is/are determined by a resolution of the Board. In the absence of such 'determination by the Board, such instruments shall be signed by the Treasurer of the Association and countersigned by the President or the Vice-President of the Association.

**9.03** <u>Bank Accounts.</u> All funds of the Association that are not otherwise employed shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board selects.

**9.04** <u>Special Receipts.</u> On behalf of the Association, the Board may accept any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Association.

# ARTICLE 10

# <u>Fiscal Management</u>

**10.01** <u>Calendar Year.</u> The Association shall operate on a calendar year basis unless otherwise modified by a resolution of the Board.

**10.02** <u>Financial Statements.</u> The Board shall furnish each Owner with a statement of the income and disbursements of the Association for a current year as well as a copy of the proposed annual budget for the upcoming year, both pursuant to Section 6 of Article 5 of the Declaration.

**10.03** <u>Monthly and Special Assessments.</u> The levy and collection of monthly and special assessments shall occur pursuant to the terms set forth in Article 5 of the Declaration.

# ARTICLE 11

# **Books and Records**

**<u>11.01</u>** <u>Maintenance of Records.</u> The Board shall maintain the following records of the Association and make such records available for examination and copying at convenient hours of weekdays by any Owner, subject to the authority of the Board and the Board's duly authorized agents and attorneys:

(a) copies of the recorded Declaration, other recorded covenants affecting the Property, if any, the Bylaws and the Articles of Incorporation of the Association and any amendments thereto as

well as annual reports of the Association (prior to the Turnover Date, the Developer shall maintain and make available such records for examination and copying),

(b) detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred on behalf of the Association as well as copies of all contracts, leases, and/or other agreements entered into by the Association,

(c) the minutes of all meetings of the Membership and the Board (which shall be maintained for not less than seven years),

(d) ballots and proxies related thereto, if any, for any election of the directors and for any other matters voted on by the Owners (which shall be maintained for not less than one year),

(e) such other records of the Association as are to be made available for inspection by members of a not-for-profit corporation pursuant to Section I 07.75 of the Illinois General Not For Profit Corporation Act of 1986,

(f) written designations in regard to the person who is designated as the Voting Member for an Owner or Owners of a Lot (which shall be maintained until such designation is revoked in accordance with the Bylaws or replaced),

(g) a list of the names and addresses of each and every member of the Membership along with the membership status of each and every Owner and

(h) all original documents of the Association (which shall be maintained at the principal office of the Association, the Association's attorney's office, or the Association's registered agent's office, whichever location or locations is deemed appropriate by the Board).

**11.02 Requests for Records.** Where a request for records is made in writing to the Association pursuant to the terms of this Article 11, failure to provide the requested records within thirty calendar days of the Association's actual receipt of such request shall be deemed a denial by the Board. A reasonable fee for copying costs may be charged by the Board to the requesting Owner. If the Board fails to provide records properly requested pursuant to this Article 11 within the time period specified above in this Section 2 of Article 11 and such failure is not due to the unavailability of the requested documents to the Board, the requesting Owner may seek appropriate relief, including an award of attorneys' fees and costs incurred in connection with an action to compel compliance with such request.

**<u>11.03</u>** Turnover of Records. Within sixty calendar days following the election of the first elected directors, the Developer shall deliver to the Board all documents of the Association that are statutorily required to be turned over at such time, which documents include but may not be limited to the following:

(a) all original, recorded, and/or filed documents that pertain to the Common Area and/or the Association and/or its administration, such as the Declaration, the Articles of Incorporation, annual reports, meeting minutes, and rules and regulations of the Association as well as contracts, leases

and other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer or by a duly authorized officer or agent of the Developer,

(b) a detailed accounting setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the Common Area, copies of all insurance policies involving the Association, and a list of any outstanding loans or advances to the Association,

(c) Association funds, which shall have been at all times segregated from any other money of the Developer,

(d) a schedule of all real and personal property belonging to the Association, including but not limited to documents transferring title to such property, warranties, if any, for all such real and personal property as well as title insurance policies held by or for the Association and all tax bills for the Common Area and

(e) a list of all litigation, administrative actions, and arbitrations involving the Association, any notice of governmental bodies involving actions taken or which may be taken concerning the Association, engineering and architectural drawings and specification that have been approved by any governmental authority relating to the Common Area and the improvements located thereon, all other documents filed with any other governmental authority in connection with the Common Area and/or the Association, all governmental certificates in regard to the Common Area and/or the Association, correspondence involving enforcement of any of the Association's requirements, copies of any documents relating to disputes involving the Association and an Owner or Owners and originals of all documents relating to everything listed in this subparagraph (e) of this Section 3 of Article 11. If any original documents are unavailable, a copy may be provided if certified by an affidavit of the Developer or by a duly authorized officer or agent of the Developer.

If the Developer fails to fully comply with the terms of this Section 3 of Article 1 I within said sixty calendar days and fails to so fully comply within ten calendar days of written demand of the Board that is mailed by registered or certified mail to the last known address of the Developer, the Board may bring an action to compel compliance with this Section 3 of Article 11. If the court finds that any of the required deliveries were not made within the required period, the Board shall be entitled to recover its reasonable attorneys' fees and costs incurred from and after the date of expiration of the ten-day demand in connection with such action to compel compliance.

# ARTICLE 12

# <u>Seal</u>

The corporate seal shall have inscribed thereon the name of the Association. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect or change the construction thereof. The use of such

a corporate seal is not mandatory.

### ARTICLE 13

# Amendment, Revocation, and/or Supplementation to the Bylaws and/or Adoption of New Bylaws

Prior to the Turnover Date, the Bylaws may be amended, revoked, and/or supplemented, and/or new bylaws may be adopted only by an instrument signed by the Developer or the Developer's title-holding trustee, and no other Owner shall have the right to amend, revoke and/or supplement the Bylaws or to adopt new bylaws.

After the Turnover Date, the Bylaws may be amended, revoked, and/or supplemented, and/or new bylaws may be adopted only by an instrument signed by a majority of the Board and at least fifty percent of the Voting Members; provided, however, such amendment, revocation, supplementation and/or adoption shall not be valid without the written consent of the Developer or, if applicable, the Developer's title-holding trustee if, at the time of the proposed amendment, revocation, supplementation and/or adoption, the Developer holds a power of direction over, has a beneficial or financial interest in or is the legal or equitable titleholder of any part of the Property.

In the instance of an amendment and/or supplementation to and/or revocation of the Bylaws and/or adoption of new bylaws, the Board shall adopt a resolution, setting forth the proposed amendment(s)/revocation(s)/supplementation(s)/adoption and directing that such amendment(s)/revocation(s)/supplementation(s)/adoption be submitted to a vote at a special meeting or an annual meeting of the Membership. Notice of such meeting shall be given to all Owners, shall specify the amendment(s)/revocation(s)/supplementation(s)/supplementation(s)/adoption to be voted on, and shall comply with the terms of Section 6B of Article 18 of the Declaration. If and when such a vote is carried, all Voting Members and directors who voted in favor of the amendment/revocation/supplementation/adoption shall sign the instrument mentioned in the previous paragraph. Written notice, delivered in accordance with Section 6A of Article 18 of the Declaration(s) shall be given to all the Owners.

A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of amendment/revocation/supplementation/adoption has been signed by at least fifty percent of the Voting Members as of the record date (see Section 4 of Article 5 of the Bylaws) and by a majority of the Board as of the record date (see Section 4 of Article 5 of the Bylaws) shall be deemed prima facie evidence that such instrument has been signed by the required number of Voting Members and directors. After the Turnover Date and for the purpose of amending, revoking, and/or supplementing the Bylaws and/or adopting new bylaws in accordance with the terms expressed above in this Article 13, each Lot shall be deemed a unit and the Owner or Owners thereof shall count as one Owner. Accordingly, if one Owner per Lot for at least fifty percent of the Lots signs such an instrument, the signature requirement of the Voting Members shall be satisfied. No

amendment to, revocation of, or supplementation to the Bylaws and/or adoption of new bylaws shall be effective until recorded in the Office of the Recorder of Deeds of Will County, Illinois.

Notwithstanding any terms to the contrary herein stated, the Voting Members and the Board are prohibited from using its above-described right to amend, revoke and/or supplement the Bylaws or to adopt new bylaws in any way that would shift any rights, obligations, and/or discretions hereunder of the Board to any other party, including but not limited to the Voting Members and/or the Membership.

# EXHIBIT C

# (INCORPORATED BY REFERENCE AND MADE A PART OF THE DECLARATION OF COVENANTS, RESTRICTIONS, EQUITABLE SERVITUDES, EASEMENTS, AND PARTY WALL RIGHTS OF MISTY CREEK SUBDIVISION)

(Legal Description of the Common Area)

# EXHIBIT D

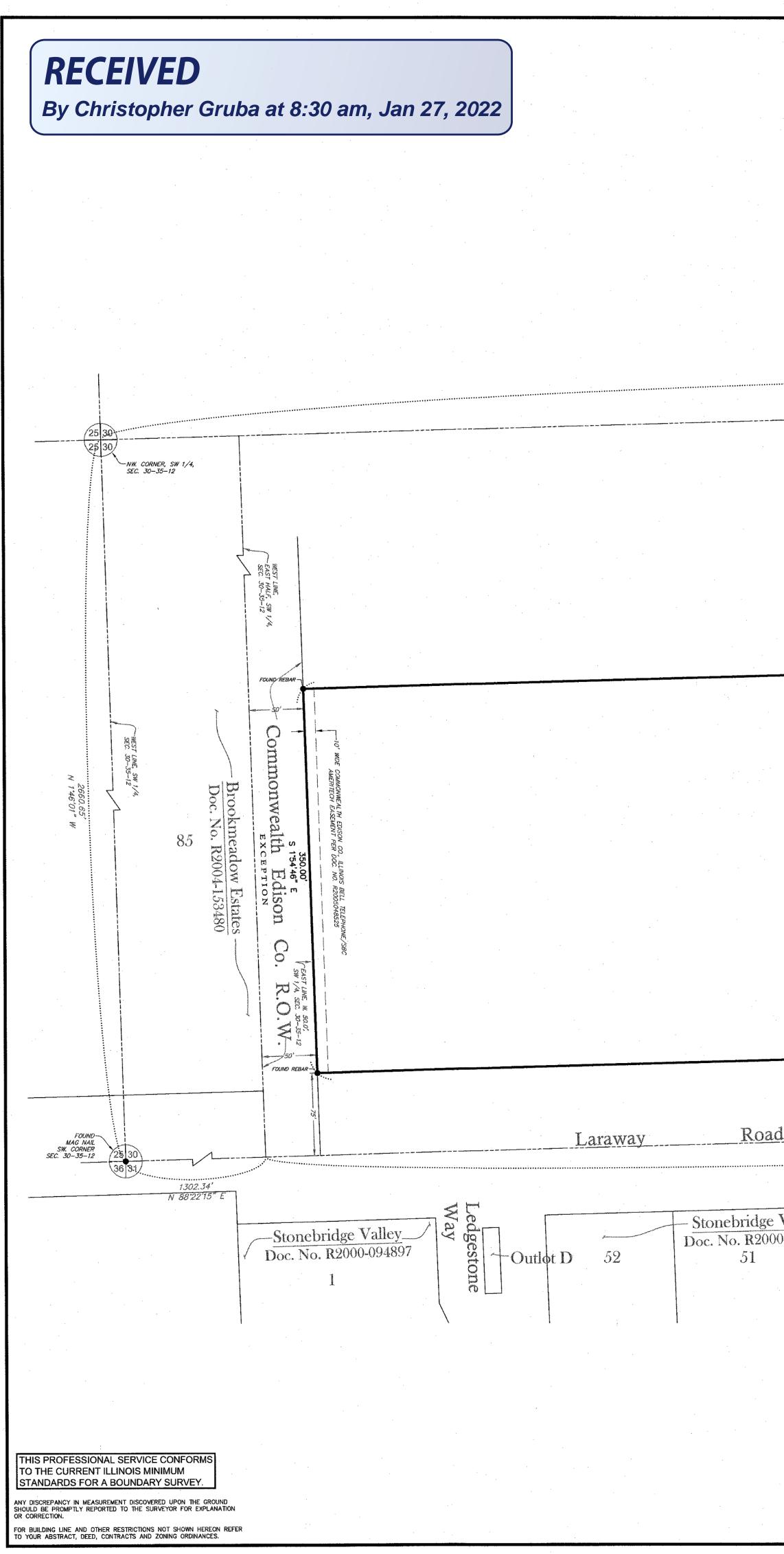
# (INCORPORATED BY REFERENCE AND MADE A PART OF THE DECLARATION OF COVENANTS, RESTRICTIONS, EQUITABLE SERVITUDES, EASEMENTS, AND PARTY WALL RIGHTS OF MISTY CREEK SUBDIVISION)

# (Legal Description of the Lots)

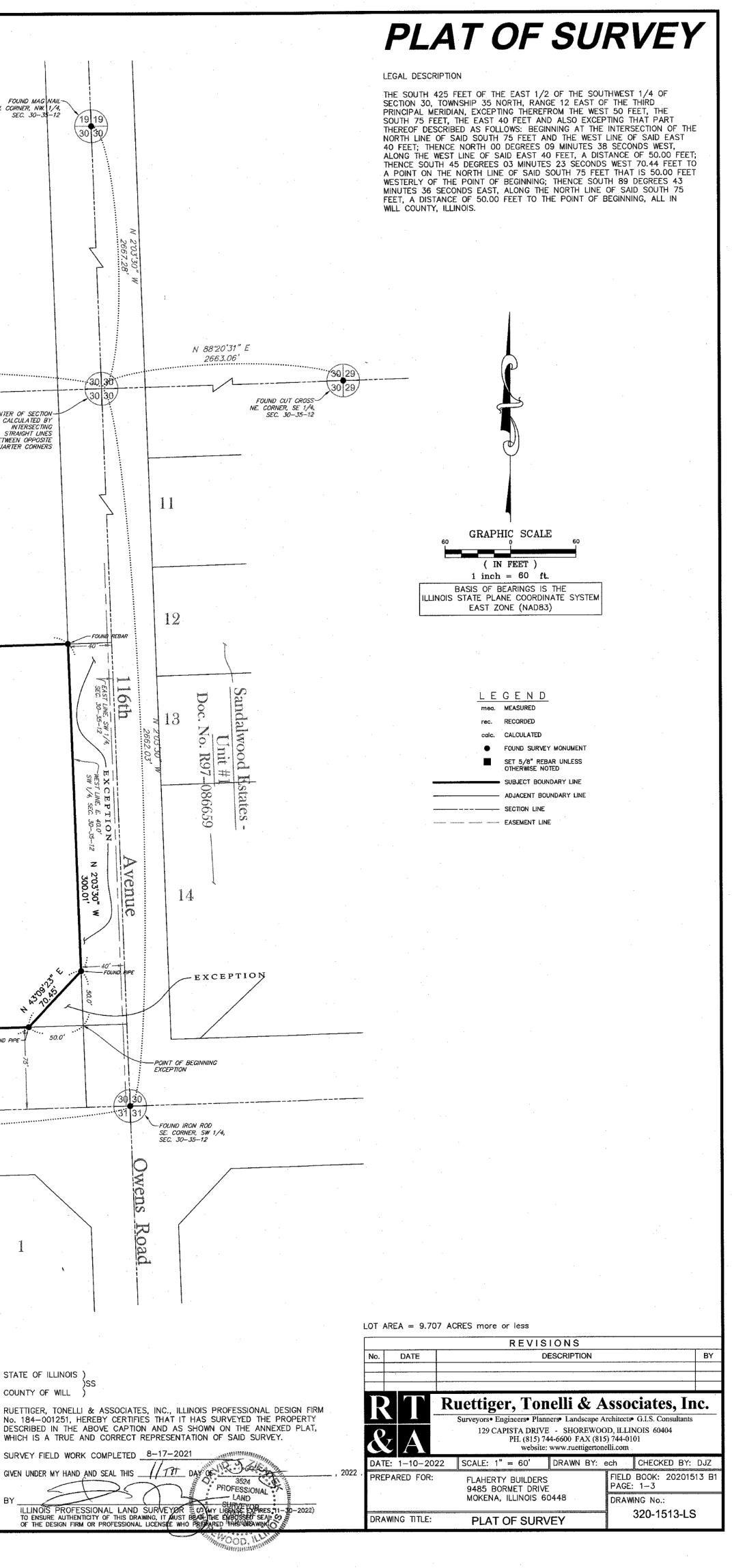
THIS INSTRUMENT WAS PREPARED BY AND, AFTER RECORDING, PLEASE MAIL TO:

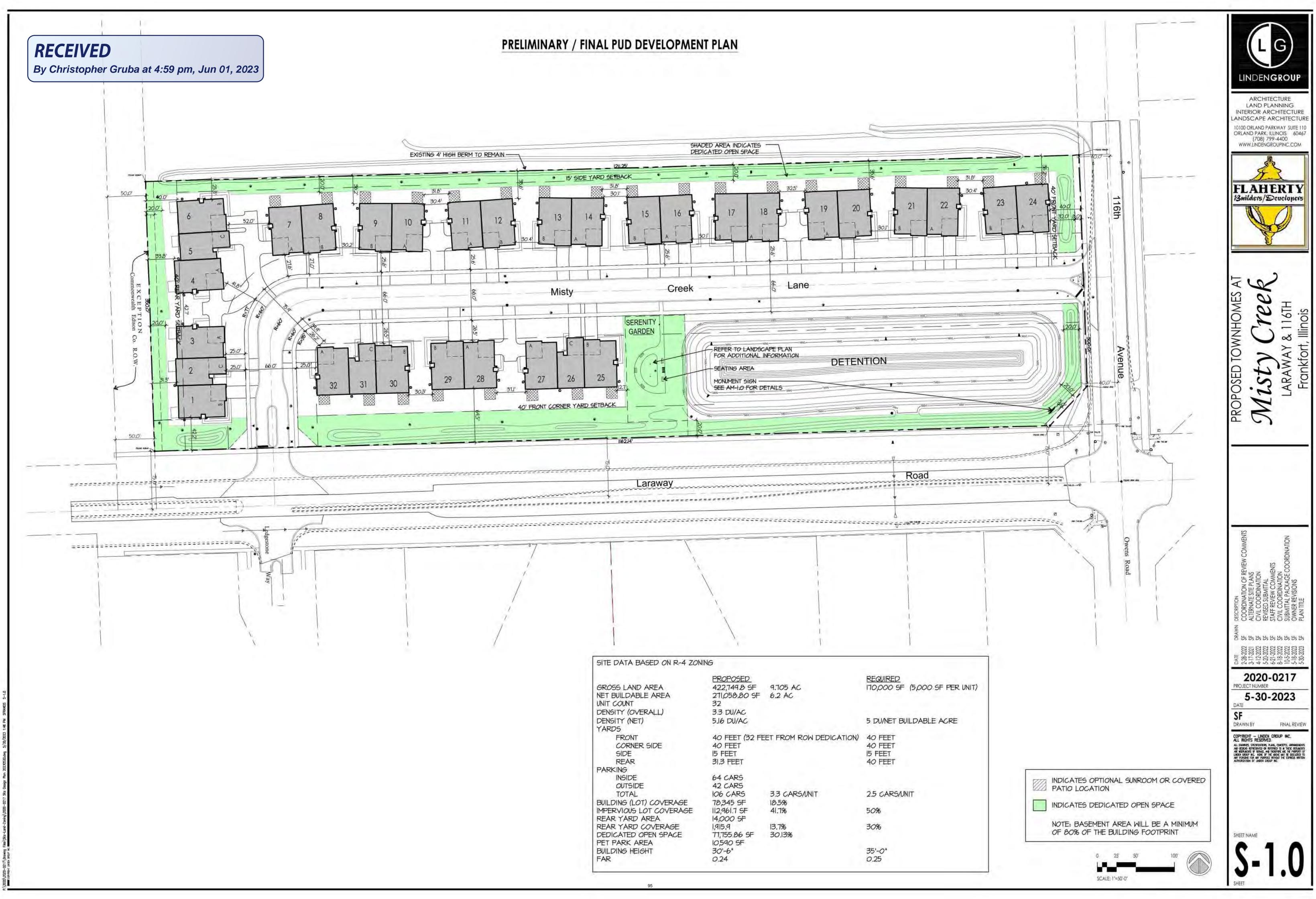
# LOT SIZE TABLE

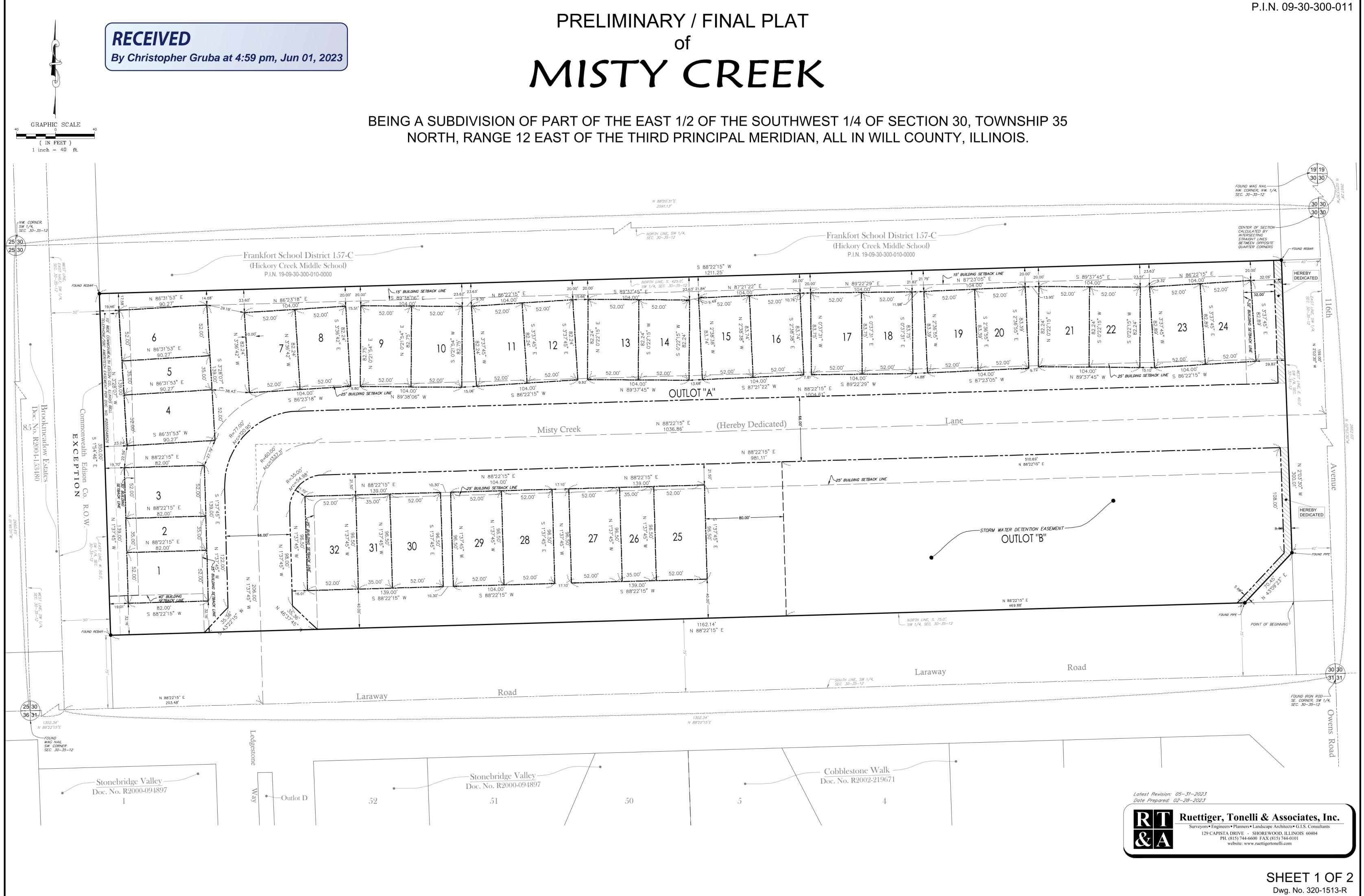
Lot No.	SF
1	4,264
2	2,870
3	4,264
4	4,694
5	3,160
6	4,694
7	4,276
8	4,276
9	4,303
10	4,303
11	4,276
12	4,276
13	4,276
14	4,276
15	4,354
16	4,354
17	4,355
18	4,355
19	4,336
20	4,336
21	4,276
22	4,276
23	4,310
24	4,310
25	5,018
26	3,378
27	5,018
28	5,018
29	5,018
30	5,018
31	3,378
32	5,018
AVG	4,323



								FOUND MAG NW. CORNER, NW. SEC. 3035
			:				• •	
	•							
. 2	18'20'31" E 2591.13'							
	- /	DRTH LINE, SW 1/4, FC, 30–35–12						CENTER OF SECTIO CALCULATED BY INTERSECTIN STRAIGHT LINES BETWEEN OPPOSITI QUARTER CORNER
	•				· · · · · · · · · · · · · · · · · · ·	. · · ·		
						· · ·		
		(I	nkfort School Tickory Creek M P.I.N. 19-09-30-30	District 157-C fiddle School) 00-010-0000				
		S 88'22'15" W 1211.25' NORTH LINE, S. 425.0', SW 1/4, SEC 30-35-12						· · · ·
			· ·					
		: 						
		CANT UILDINGS			• •			
						· · · · · · · · · · · · · · · · · · ·		4300 <sup>00</sup>
		4100.14		NORTH LINE S 750.				
		1162.14' N 88'22'15" E	EXCEI A SOUTH LIM SEC. 30-3	5, SW 1/4.				- 75'
<u></u>		1302.34' N 88'22'15" E	<u> SEC. 30-3</u>	5-12				
e Valley 00-094897		EAST LINE. NW 1/4, SE		Cobblestor Doc. No. R20	ne Walk 002-219671			1
	50	15 17. E 1/2 2. 37-35-12		4	3	2		Ĩ
,		•					•	
								STATE OF I COUNTY OF RUETTIGER, No. 184-00 DESCRIBED WHICH IS A
	•		· · ·			:		SURVEY FIE GIVEN UNDER
	-		94			-		BY ILLINOIS TO ENSUF OF THE D







## BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

CERTIFICATE OF OWNERSHIP AND SCHOOL DISTRICT ( STATE OF ILLINOIS )	ZERTIFICATE	
JSS COUNTY OF WILL )		
THIS IS TO CERTIFY THAT OF FEE SIMPLE TITLE TO THE REAL PROPERTY LEGA RESUBDIVISION AND EASEMENT DEDICATION AND THA PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SH	T HE/SHE/IT HAS CAUSED THE REAL	
TO THE BEST OF THE OWNER'S KNOWLEDGE, THE RE PLAT OS RESUBDIVISION AND EASEMENT DEDICATION DISTRICTS:		
ELEMENTARY SCHOOL DISTRICT NO. 157C (FRAM	IKFORT)	
HIGH SCHOOL DISTRICT ND. 210 (LINCOLN-WAY		
JUNIOR COLLEGE DISTRICT NO. 525 (JOLIET JUN	NOR COLLEGE)	
		El S
DATED THIS DAY OF, 2023		
	LADAWAY JET O LLC	CA TH
BY	_ LARAWAY 157 C LLG 9485 BORMET DR. MOKENA, ILLINOIS 50448	E
		D
NOTARY PUBLIC CERTIFICATE STATE OF ILLINOIS )		-
)SS COUNTY OF WILL )		W
		RE
THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE	COUNTY AND STATE APORESAID, DOES CERTIFY	S
THAT WHO IS PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGO	PERSONALLY KNOWN TO ME TO BE THE SAME	C
DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGN UNDER HIS/HER OWN FREE AND VOLUNTARY ACT FOR TH	IED AND DELIVERED THE SAID INSTRUMENT	T
INSTRUMENT.		0
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS	DAY OF 2023	A
(SEAL		-
NOTARY PUBLIC		W
BOARD OF TRUSTEE'S CERTIFICATE		
STATE OF ILLINOIS		I
)SS COUNTY OF WILL )		5
	F FRANKFORT BOUNTY OF WILL STATE OF	c
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE C ILLINOIS HEREBY CERTIFY THAT THE SAID COUNCIL HAS		1
AUTHENTICATED AS PASSED THIS DAY OF		TH
		IS (F
VILLAGE PRESIDENT		D
VILLAGE CLERK		D
		a
PLANNING COMMISSION CERTIFICATE		T
STATE OF ILLINOIS ) )SS		Ci Ti
COUNTY OF WILL ).		C
COUNTY OF WILL STATE OF ILLINOIS, HEREBY CERTIFY T	IG COMMISSION OF THE VILLAGE OF FRANKFORT, HAT THE SAID HAS DULY APPROVED THE FINAL	El
		В
CHAIRMAN		В
SECRETARY		D

OPERTY TAX CERTIFICATE TATE OF ILLINOIS JUNTY OF WILL HIS IS TO CERTIFY THAT I FIND NO DELINQUENT OR UNPAID CURRENT TAXES AGAINST OF THE REAL STATE DESCRIBED IN THE FORGOING CERTIFICATES. ATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023. ILL COUNTY GLERK CORDER CERTIFICATE TATE OF ILLINOIS JUNTY OF WILL HIS INSTRUMENT NO. WAS FILED FOR RECORD IN THE RECORDER'S OFFICE WILL COUNTY AFORESAID THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023. \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M. AND MICROFILMED. WILL COUNTY RECORDER AX MAPPING GERTIFICATE TATE OF ILLINOIS UNTY OF WILL \_\_\_ DIRECTOR OF THE TEX MAPPING AND FLATTING OFFICE DO HEREBY CERTIFY HAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT AGAINST AVAILABLE COUNTY CORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREON DESCRIBED LOCATED ON TAX MAP 09-30C-E AND IDENTIFIED AS PERMANENT REAL ESTATE TAX INDEX NUMBER

INI)E 19-09-30-300-011-0000

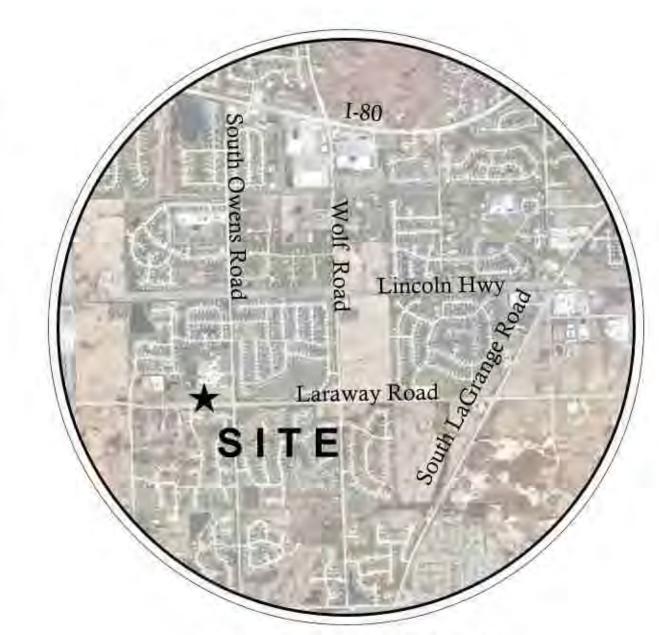
TED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

RECTOR

NNER & DESIGN ENGINEER'S CERTIFICATE AS TO DRAINAGE THE BEST OF OUR KNOWLEDGE AND BELIEF. THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE PLANNED INSTRUCTION ON THE REAL PROPERTY DESCRIBED IN THIS PLAT OF RESUBDIVISION AND EASEMENT DEDICATION OR ANY PART FEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE DILECTION AND DIVERSION OF SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED IGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DRAINAGE TO THE ADJOINING PROPERTY BECAUSE OF THE ANNED CONSTRUCTION ON THE SUBDIVIDED REAL PROPERTY.

	OWNER	
	REGISTERED ENGINEER	
E	ED THISDAY OF	2023

## PRELIMINARY / FINAL PLAT 01 MISTY CREEK



A.D., 2023.

## SITE LOCATION MAP NOT TO SCALE

SURVEYOR CERTIFICATE

STATE OF ILLINOIS )

GOUNTY OF WILL

LEGAL DESCRIPTION

THE SOUTH 425 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPTING THEREFROM THE WEST 50 FEET. THE SOUTH 75 FEET. THE EAST 40 FEET AND ALSO EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 75 FEET AND THE WEST LINE OF SAID EAST 40 FEET. THENCE NORTH OD DECREES 09 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST 40 FEET, A DISTANCE OF 50.00 FEET; THENCE SOUTH 45 DEGREES D3 MINUTES 23 SECONDS WEST 70.44 FEET TO A PDINT ON THE NORTH LINE OF SAID SOUTH 75 FEET THAT IS 50.00 FEET WESTERLY OF THE POINT OF BEGINNING. THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH 75 FEET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED INTO 34 LOTS AND ONE STREET BY RUETTIGER, TONELLI & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001251 AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

SAID PROPERTY CONTAINS 9,707 ACRES, MORE OR LESS.

WE FURTHER DECLARE THAT THE LAND IS WITHIN THE VILLAGE OF FRANKFORT WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL/MAP NUMBER 17197C0310G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN "ZONE X" AREA AS IDENTIFIED BY SAID FIRM. MAP.

WE FURTHER DECLARE THAT STEEL RE-ENFORCING RODS (30" LONG, 5/8" DIAMETER) (UNLESS OTHERWISE NOTED) WILL BE SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

GIVEN UNDER OUR HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2022

ILLINDIS PROFESSIONAL LAND SURVEYOR LICENSE EXPIRES NOVEMBER 30, 2024

TO ENSURE THE AUTHENTICITY OF THIS DRAWING, IT MUST BEAR THE EMBOSSED SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING

NORTHERN ILLINOIS GAS COMPANY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED AND GRANTED TO: NORTHERN ILLINOIS GAS COMPANY

ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS ANY DTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, NO BUILDING OF OTHER STRUCTURES SHALL BE CONSTRUCTED OF ERECTED IN ANY SUCH " EASEMENT" AREAS, STREETS, ALLEYS, OR THERE PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY,

VILLAGE OF FRANKFORT EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF FRANKFORT, A MUNICIPAL CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AND FREE RIGHT AND AUTHORITY TO INSTALL, CONSTRUCT, AND OTHERWISE ESTABLISH, RELOCATE, REMOVE, RENEW, REPLACE, OPERATE, INSPECT, REPAIR AND MAINTAIN WATER MAIN, FORE HYDRANTS, VALVES AND WATER SERVICE FACILITIES, SANITARY SEWER PIPES, MANHOLES, AND SEWER CONNECTIONS, STORM SEWER PIPES, MANHOLES, INLETS, STORM WATER DETENTION AND STORM SEWER SERVICE CONNECTIONS, ELECTRIC TRANSMISSION AND DISTRIBUTION WRES AND CABLES, COMMUNITY ANTENNA TELEVISION SYSTEMS, AND SUCH OTHER APPURTENANCES AND FACILITIES AS MAY BE NECESSARY OR CONVENIENTLY RELATED TO SAID WATER MAIN, SANITARY SEWER PIPES, STORM SEWER PIPES, STORM WATER DETENTION, ELECTRIC TRANSMISSION AND DISTRIBUTION WIRES AND CABLES, COMMUNITY ANTENNA TELEVISION SYSTEM, IN, ON, UPON, OVER, THROUGH, ACROSS, AND UNDER ALL OF THAT REAL ESTATE HEREON DESCRIBED AND DESIGNATED AS WITHIN PUBLIC UTILITY AND DRAINAGE EASEMENTS, SAID EASEMENTS BEING DESIGNATED BY THE DASHED LINES AND DESIGNATIONS OF WDTH

ALL EASEMENT INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS ON THE PLAT ARE RESERVED FOR GRANTED TO THE VILLAGE OF FRANKFORT AND TO THOSE PUBLIC UTILITY UNDER FRANCHISE FROM THE VILLAGE OF FRANKFORT, INCLUDING BUT NOT LIMITED TO. AMERITECH TELEPHONE COMPANY, NICOR GAS COMPANY, COMMONWEALTH EDISON ELECTRIC COMPANY, MEDIA ONE CABLE TELEVISION COMPANY ANT THEIR SUCCESSORS AND ASSIGNS, FOR P. AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITIES, TRANSMISSION WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE DF FRANKFORT, OVER, UPON, ALONG, UNDER, TROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE TREES, SHRUBS, OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE AFORESAID USES OR RIGHTS, WHERE AN EASEMENT IS USED. FOR BOTH SEWER AND/ OR WATER MAINS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATIONS ARE SUBJECT TO THE DRDINANCES OF THE VILLAGE OF FRANKFORT.

COMMONWEALTH EDISON AND AMERITECH EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY AND AMERITECH ILLINDIS, A.K.A. ILLINDIS BELL TELEPHONE COMPANY, GRANTEES

THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, LONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT, UTILITY EASEMENT, PUBLIC UTILITY EASEMENT, P.U.E. (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS, AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN. UPON OF OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT, "UTILITY EASEMENT, PUBLIC LITILITY EASEMENT, P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES. THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM" PROPERTY ACT', CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OF AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND". "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY DCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER. UPON WRITTEN REQUEST.

> Latest Revision. 05-31-2023 Date Prepared, 02-28-2023



Ruettiger, Tonelli & Associates, Inc. rveyors\* Engineers\* Planners\* Landscape Architects\* G.I.S. Consultants

129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101 website: www.ruettigertonelli.com

SHEET 2 OF 2

Dwg. No. 320-1513-R

# LANDSCAPE PLAN FOR: MISTY CREEK Frankfort, IL

## RECEIVED

By Christopher Gruba at 4:58 pm, Jun 01, 2023



Architect: Linden Group Architects 10100 Orland Parkway, Suite 110 Orland Park, IL 60467 708.799.4400

Engineer: Ruettiger & Tonelli, Inc 129 Capista Drive Shorewood, IL 60404 815.744.6600

Landscape Architect: Metz & Company 826 E. Maple Street Lombard, IL 60148 630.561.3903

L-0.0

SHEET

L-1.0 L-2.0

L-3.0

L-4.0

L-5.0 L-6.0

## Site Location Map

## SHEET INDEX

## DESCRIPTION

**COVER SHEET** LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN **PET PARK EQUIPMENT & DETAILS** NATIVE LANDSCAPE SPECIFICATIONS LANDSCAPE SPECIFICATIONS

1,112 divided by 100 = 11 Required PU: 128 x 11 = 1,408 PU Plants Material **Overstory Tree** Understory Tree 6' Evergreen Tree Large Shrub Small Shrub

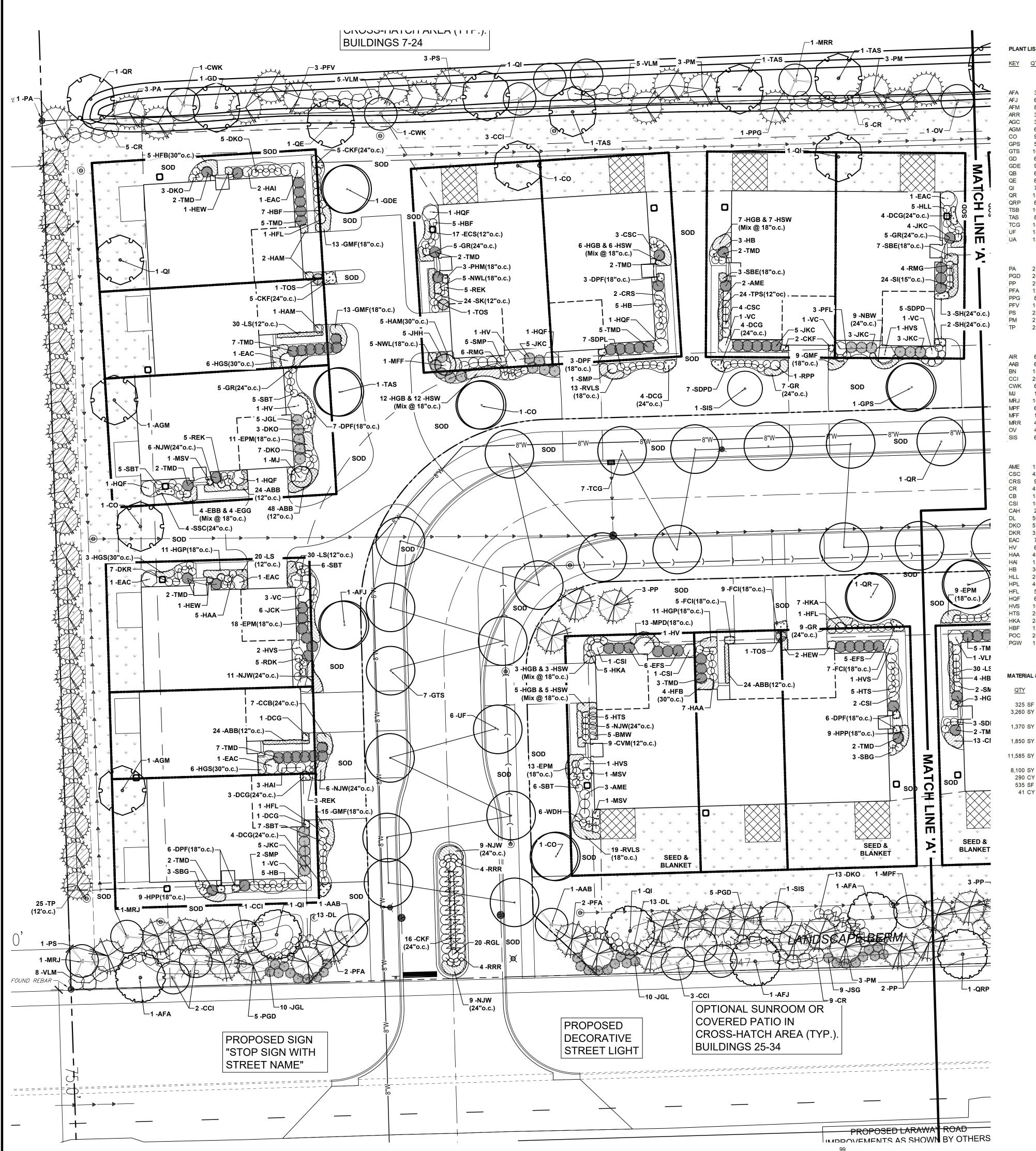
Yard Area: 284 x 30 = 8,520 Sq.Ft. Required: 10 PU per 1,500 Sq.Ft. 8,520 divided by 1,500 = 5.7 Required PU: 10 x 5.7 = 57 PU Plants Material **Overstory Tree** Understory Tree 6' Evergreen Tree Small Shrub

1,168 divided by 100 = 11.7 Required PU: 20 x 11.7 = 234 PU Plants Material Overstory Tree Understory Tree 6' Evergreen Tree Large Shrub

Plants Material Overstory Tree Understory Tree 6' Evergreen Tree Large Shrub

Plants Material Overstory Tree 6' Evergreen Tree

## REVISIONS Serenity/Butterfly Garden 5-18-23 Aquatic Plug Quantities 5-3-23 8-4-22 6-23-22 Staff Comments 5-20-22 New Site Plan 2-7-22 Updated Site Plan **SIONI**. RO CREE LANDSCAPE CALCULATIONS DOUBLE FRONTAGE - 1,112 FEET $\succ$ Landscape Area Adjacent to an Arterial ROW MA Required: 128 Plant Units (PU) per 100 Feet Qty. ORT 4 270 200 40 Ŕ 420 386 193 132 132 F TOTAL 1,408 116th AVENUE (Front Yard) = 284 FEET **SIN** õ Ζ **16th** FR. Qty. Tota $\overline{}$ 25 TOTAL **STORMWATER DETENTION - 1,168 FEET** Required: 20 Plant Units (PU) per 100 Feet Qty. Tota 130 13 10 NORTH PROPERTY LINE (Side Yard) - 1211.3 FEET Yard Area: 1211 x 25 = 30,275 Sq Ft Required: 10 Plant Units (PU) per 1,500 Sq Ft 30,275 divided by 1,500 = 20.2 Required PU: 10 x 20.2 = 202 PU SEAL: Qty. <u>Tota</u> 320 115 245 110 TOTAL 790 WEST PROPERTY LINE (Rear Yard) - 350 FEET Front Yard Area: 350 x 30 = 10,500 Sq Ft Required: 5 Plant Units (PU) per 1,500 Sq Ft 10,500 divided by 1,500 = 7.0 Required PU: 5 x 7.0 = 35 PU <u>Qty.</u> METZ & COMPANY TOTAL LANDSCAPE ARCHITECTURE/SITE PLANNIN 826 East Maple Street Lombard, Illinois 60148 PH: 630.561.3903 \*\*\*.metz-company.com TITLE COVER SHEET PROJECT NO.: 22-184 01-14-2022 DATE: 1"=20' SCALE Know what's below. SHEET Call before you dig. L-0.0



## AFJ AFM ARR AGC AGM CO GPS GTS GD GDE TSB TCG PGD PFA PPG PF\ PM AAB CCI CWK MRJ MPF MFF MRR OV SIS AME CSC CRS CR CSI CAH DKO DKR EAC HV HAA HAI HPL HFL HVS HTS HKA

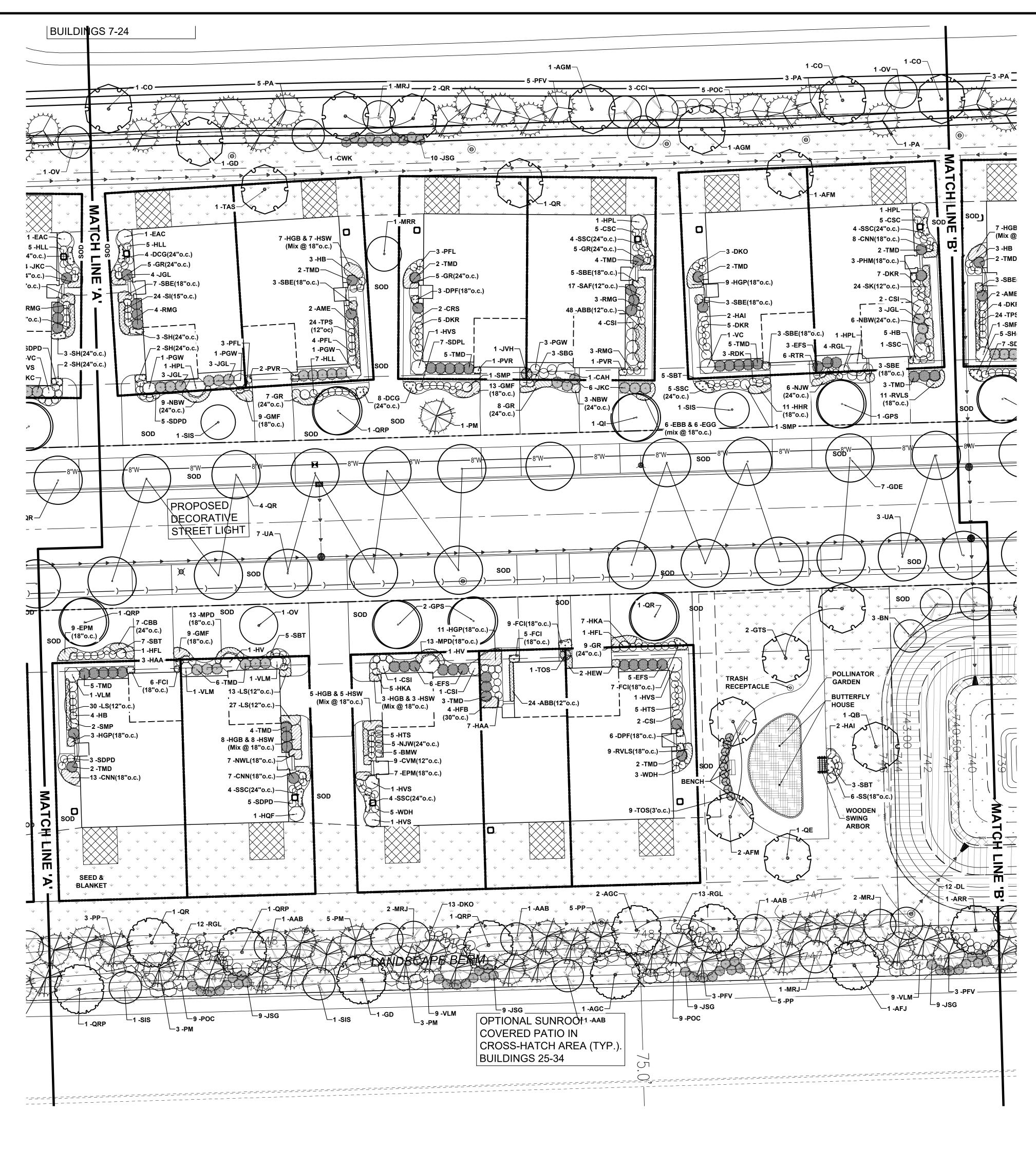
										not be to	
PLANT KEY AFA AFJ	<u>QTY</u> 3 6	DECIDUOUS SHADE TREES Acer f. 'Armstrong' Acer f 'Jeffersred'	<u>COMMON NAME</u> Armstrong Freeman Maple Autumn Blaze Freeman Maple	SIZE/ <u>TYPE</u> 2.5" BB 2.5" BB	PFL RGL REK RMG RDK RPP RRR SBG	26 83 23 30 11 3 8 9	Potentilla f. 'Lundy' Rhus a.'Gro-Low' Rosa 'BAlmir' Rosa ' BAlgirl' Rosa 'Radtko" Rosa r. 'Purple Pavement' Rosa r. 'Meitozaure' Spiraea b. 'Goldflame'	Happy Face Yellow Potentilla Gro-Low Sumac Easy Elegance Kashmir Rose Easy Elegance My Girl Double Knockout Shrub Rose Purple Pavement Rose Raspberry Rugostar Rose Goldflame Spirea	#3/18" #5/24" #3/24" #3/24" #3/18 #5/24" #5/24" #5/24"	production that may I	5Serenity/Butterfly Garden5-18-4Aquatic Plug Quantities5-3-36-23-22 Staff Comments8-4-2New Site Plan5-20-
AFM ARR AGC AGM CO GPS GDS GDE GDE QB	8 3 6 9 5 16 9 6 9	Acer f. 'Marmo' Acer r. 'Frank Jr' Acer n. 'Green Column' Acer s. 'Grreen Mountain' Celtis occidentalis Ginkgo b. 'Princeton Sentry' Gleditsia t.i.'Skyline' Gymnocladus dioicus Gymnocladus d. 'Espresso' Quercus bicolor	Marm o Freeman Maple Redpoint Red Maple Green Column Black Maple Sugar Maple Hackberry Princeton Sentry Ginkgo Skyline Honeylocust Kentucky Coffeetree Espresso Kentucky Coffeetree Swamp White Oak	2.5" BB 2.5" BB	SBT SDPD SDPL SMP VC VLM WDH	54 32 38 22 11 54 14	Spiraea betulifolia 'Tor' Spiraea j. 'NCSX2' Spiraea j. 'Minspi' Syringa m. 'Pabibin' Viburnum 'Cayuga' Viburnum I. 'Mohican' Weigela x. 'Dark Horse' <u>EVERGREEN SHRUBS</u>	Birchleaf Spirea Double Play Doozie Spirea Painted Lady Double Play Spirea Dwarf Korean Lilac Koreanspice Viburnum Mohican Viburnum Dark Horse Weigela	#5/24" #3/18" #3/18" #5/24" #5/24" 3' BB #3/18	36" in size, then it is a repr	<u>1</u> Updated Site Plan 2-7-
QE QI QR TSB TAS TCG UF UA		Tilla a.'American Sentry'	Hill's Oak Shingle Oak Red Oak Regal Prince English Oak Shawnee Brave Bald Cypress American Linden Greenspire Littleleaf Liden Frontier Elm Accolade Elm	2.5" BB 2.5" BB 2.5" BB 2.5" BB 2.5" BB 2.5" BB 2.5" BB 2.5" BB 2.5" BB	JGL JKC JSG JHH JVH TMD TOS TOW	61 66 81 5 7 115 13 30	Thuja o. 'Smaragd' Thuja o. 'Woodwardii'	Gold Lace Juniper Kalleys Compact Juniper Sea Green Juniper Hughes Juniper Hillspire Juniper Dense Yew Emerald Green Arborvitae Woodword Arborvitae	#5/24" 24"/#5 24"/#5 4' BB #5/18" 4' BB 24" BB	If this plan is not 24" x 3	
PA PGD PF PFA PFG PFV PS PM TP	28 29 12 8 14 22	Picea p. 'Fat Albert' Picea p. ''Glauca' Pinus f. 'Vanderwolf's Pyramid' Pinus strobus Pseudotsuga menziesii	Norway Spruce Black Hills Spruce Colorado Green Spruce Fat Abert Colorado Spruce Colorado Blue Spruce Vanderwolfs Pyramid Limber Pine Eastern White Pine Douglas Fir Green Giant Arborvitae	6' BB 6' BB 6' BB 6' BB 6' BB 6' BB 6' BB 6' BB	BMW EFS CKF DPF DCG FCI	28 37 45 48	BROADLEAF EVERGREENS Buxus m var.Koreana 'Wintergreen' Euonymus f 'Sarcoxie' ORNAMENTAL GRASS Calamgrostis a. 'Karl Foerster' Deschampsia c. 'Pixie Fountain' Deschampsia c. 'Goldtau' Festuca x 'Cool as Ice'	Wintergreen Boxwood Sarcoxie Euonymus Feather Reed Grass Pixie Fountain Tufted Hair Grass Gold Dew Tufted Hair Grass Cool as Ice Fescue	#5 #5 #1 #1 #1 #1	oited.	ROAD NOIS
AIR AAB BN CCI CWK MJ MRJ	6 6 10 20 6 1	DECIDUOUS ORNAMENTAL TREES Alnus incana subsp rugosa Amelanchier g. "Autumn Brilliance' Betula n. 'Cully' Crataegus c. inermis Crataegus v. 'Winter King Magnolia x 'Jane' Malus 'Red Jewel'	Speckled Alder Autumn Brilliance Serviceberry Heritage River Birch Thornless Cockspur Hawthorn Winter King Hawthorn Jane Magnolia Red Jewel Crabapple	#10 6' BBcl. 8' BBcl. 6' BBcl. 6' BBcl. 6' BBcl. 2.0" BB	MSV PHM PVR SS SSC STZ SH	3 9 10 6 24 22 25 36	Miscanthus s. 'Variegatus' Panicum v.'Heavy Metal' Panicum v. 'Rotstrahlbusch' Schizachyrium scoparium Schizachyrium s. 'Carousel' Schizachyrium s. 'Twlight Zone' Sporobolus heterolepis <u>PERENNIALS</u> Calamintha n. nepeta	Variegated Silver Grass Heavy Metal Switch Grass Red Switch Grass Little Bluestem Carousel Little Bluestem Twlight Zone Little Bluestem Prairie Dropseed Catamint	#1 . #1 . #1 . #1 . #1 . #1 . #1 . #1 .	Metz & Company is prohib	RAWAY RAWAY
MPF MFF MRR OV SIS	6 1 4 6 12	Malus 'Prairie Fire' Malus s. 'Select A' Malus 'JFS-KWS' Ostrya virginiana Syringa r. 'Ivory Silk' <u>DECIDUOUS SHRUBS &amp; SHRUB R</u> Aronia m. 'Elata'	Prairie Fire Crabapple Sargent Firebird Crabapple Royal Raindrop Crabapple American Hophornbeam Ivory Silk Tree Lilac OSES Black Chokeberry	6' BBcl. 2.0" BB 2.0" BB 2" BB 2.0" BB #5/30"	CCB CVM ECS EBB EGG EPM GR GMF HGB	18 34 10 10 76 112 112	Coreopsis 'Crème Brulee' Coreopsis v. 'Moonbeam' Echinacea 'Cheyenne Spirit' Echinacea 'Balsombabur" Echinacea 'Balsomold' Echinacea x. 'CBG Cone 2' Geranium 'Gerwat'	Crème Brulee Coreopsis Moonbeam Coreopsis Cheyenne Spirit Coneflower Baja Burgundy Coneflower Granada Gold Coneflower Pixie Meadowbrite Coneflower Rozanne Geranium Max Frie Geranium Going Bananas Daylily	#1 #1 #1 #1 #1 #1 #1 #1 #1	without consent from	STY % LA NKFO
CSC CRS CR CB CSI CAH DL DKR EAC HV HAA HAI HB HLL HPL HFL	9 45 18 16 2 50 57	Cornus racemosa Cornus s. 'Baileyi' Cornus s. 'Isanti' Corylus americana Diervilla Ionicera Diervilla r. 'G2X88544' Diervilla r. 'G2X885411' Euonymus a. 'Compactus' Hamamelis vernalis Hydrangea a. 'Annabella' Hydrangea a. 'Abetwo' Hydrangea p. 'ILVOBO' Hydrangea p. 'Jane'	Sixteen Candles Summersweet Ruby Spice Summersweet Grey Dogwood Redtwig Dogwood American Hazelnut Dwarf Bush Honeysuckle Orange Kodiak Diervilla Red Kodiak Diervilla Dwarf Burning Bush Ozark Witch Hazel Annabelle Hydrangea Incrediball Hydrangea Little Lime Hydrangea Limelight Hydrangea	#5/24" #5/24" 3' BB #5/30" 3' BB #5/24" #3/18 #5/30" 3' B/B #5/24" #5/24" #3/18" #3/18" #3/18"	HHR HSW HGP HPP HAM HEW HFB HGS MPD NBW NJW NWL RVLS SAF SBE	31 63 45 18 6 38 15 39 45 71 17 63 51 67	Hemerocallis 'Happy Returns' Hemerocallis 'Happy Returns' Heuchera 'Georgia Peach' Heuchera 'Purple Petticoats' Hosta 'August Moon' Hosta 'Empress Wu' Hosta 'Eragrant Bouquet' Hosta 'Gold Standard' Monarda d. 'Petite Delight' Nepeta r. 'Blue Wonder' Nepeta f. 'Novanepjun' Nepeta f. 'Walker's Low' Rudbeckia h. 'Viette's Little Suzy' Sedum 'Autumn Fire' Stachys b.'Big Ears' GROUNDCOVERS & VINES	Happy Returns Daylily Summer Wine Daylily Georgia Peach Alumroot Purple Petticoats Coralbells August Moon Hosta Empress Wu Hosta Fragrant Bouquet Hosta Gold Standard Hosta Petite Delight Beebalm Blue Wonder Catmint Junior Walker Catmint Walker's Low Catmint Little Suzy Black-eyed Susan Autumn Fire Stonecrop Big Ears Lamb's Ear	#1 #1 #1 #1 #1 #3 #1 #1 #1 #1 #1 #1 #1 #1 #1 #1 #1	herein in any form, in whole or in part,	116th FRA
HQF HVS HTS HKA HBF POC PGW	12 28	Hydrangea p. 'Bulk' Hydrangea p. 'Renhy'	Quick Fire Hydrangea Vanilla Strawberry Hydrangea Red Tuff Stuff Hydrangea St. Johnswort Blue Festival St. Johnswort Coppertina Ninebark Ginger Wine Ninebark	#5/30" #5/24" #3/18 #3/18" #3/18" #5 #5/24"	ABB LS SI SK TPS	7 15 4 2 3	Ajuga r. 'Bronze Beauty' Liriope spicata Sedum 'Immergrunchen' Sedum kamtschaticum Tiarella 'Pink Skyrocket'	Creeping Lilyturf (150 plants) Little Evergreen Sedum (96 plants) Russian Sedum (48 plants)	from 24 flat from 10 flat from 24 flat from 24 flat from 24 flat	the concept embodied	
MATER	IAL &	LABOR LIST:								design or t	SEAL:
QTY 325 3,260 1,370 1,850 11,585 8,100	SY SY SY SY SY	ITEM Wisconsin Degenerater Gravel over Native Seed w/ Straw Blanket Native Seed w/ Straw Blanket Native Seed w/ Straw Blanket Seed w/ Straw Blanket	Wetland Edge Seed Mix SC150 by North American Green (or e Wet to Mesic Prairie Seed Mix S150 by North American Green (or ed Economy Prairie Seed Mix S150 by North American Green (or ed IDOT Class 1 S75 by North American Green (or edu Kentucky Bluegrass Blend (mineral b	qual) qual) nal)						pany. Any reproduction of the	RANDY F. METZ no. 157-000422 4 70 MOSCAPE
290 535 41	SF	Mulch Mulch Mulch	Shredded Hardwood Bark Southern Pine Bark Fines (2" Depth) Compost (Yard Waste or Mushroom)							the sole property of Metz & Com	RETZ & COMPANY LANDSCAPE ARCHITECTURE/SITE PLANNIN 826 East Maple Street Lombard, Illinois 60148
										herein are th	PH: 630.561.3903 ***.metz-company.com
		LEGEND	.UG MIX							any and all ideas contained	TITLE LANDSCAPE PLAN
		WETLAND SEE WET/MESIC PR SEED MIX ECONOMY PRA TURF GRASS S	RAIRIE AIRIE SEED MIX					NORTH	$\rightarrow$	rights reserved. The design and a	PROJECT NO.: 22-184 DATE: 01-14-2022 SCALE: 1"=20'
		MIDWEST MES	IC POLLINATOR SEED	MIX			Know what soelow. Callbefore you dig		40'	© Copyright 2022 all r	<i>SHEET</i> <b>L-1.0</b>

5-18-23 5-3-23 \_\_\_\_\_8-4-22 5-20-22 2-7-22

REVISIONS

影 OMPANY IRE/SITE PLANNING





## GENERAL NOTES:

Plant material shall be nurser spreads on plant list represer

The requirements for measure Z60.1, AMERICAN STANDA Association.

Any materials with damaged of are not acceptable and will be the plant list as multi-stem or

If any mistakes, omissions, or Architect shall be promptly no resolve the issue. Failure to p shall absolve them from any r

Under no circumstances shou locations of utilities on site, ar documents prepared by the p

Civil Engineering or Architectu site improvements on this set purposes.

Quantity lists are supplied as verify all quantities. The draw reported to the Landscape Are

Actions taken without the kno contradiction to the Owner an become the responsibility not for the taking of such action.

Refer to Civil Engineering doc utilities, as well as locations of

Plant symbols illustrated on the are intended to provide for vision spread at the time of installation

All plant species specified are require substitutions. All subs

The Landscape Contractor sh "J.U.L.I.E." (Joint Utility Locat necessary for utility location.

All perennial, ornamental gras three inches (3") of mushroor depth of nine inches (9") by the ornamental grasses shall be a Annuals & groundcovers shall

All other planting beds and tre shredded wood mulch.

Planting beds adjacent to buil materials shall not be installed natural rainfall.

Mulch beds at the time of plan

All bed lines and tree saucers

Grading shall provide slopes areas.

Sod shall be mineral base onl

Seed mixes shall be applied r of the seed bed. The seed sh specs) or Hydro-mulch.

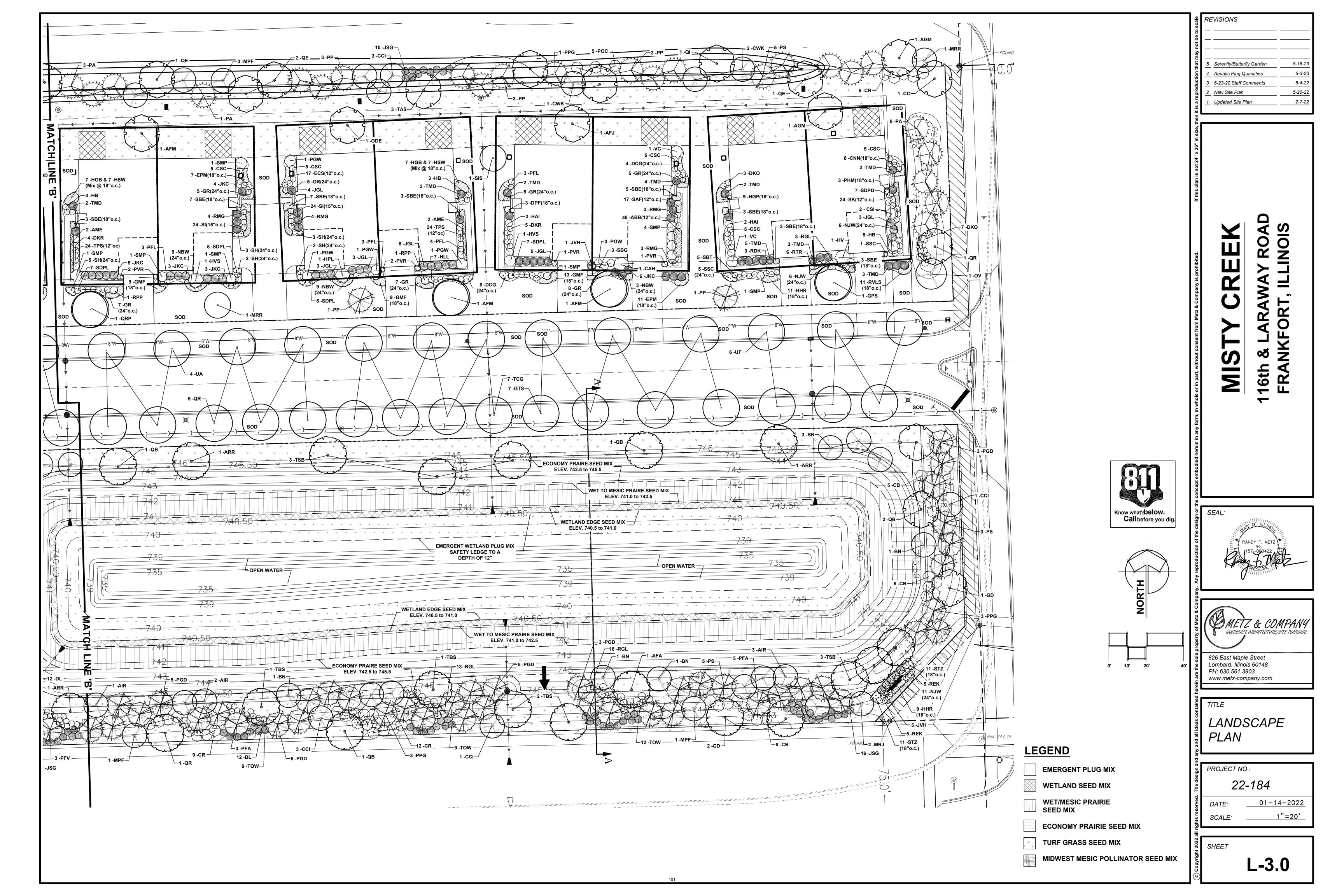
All plant material shall be gua

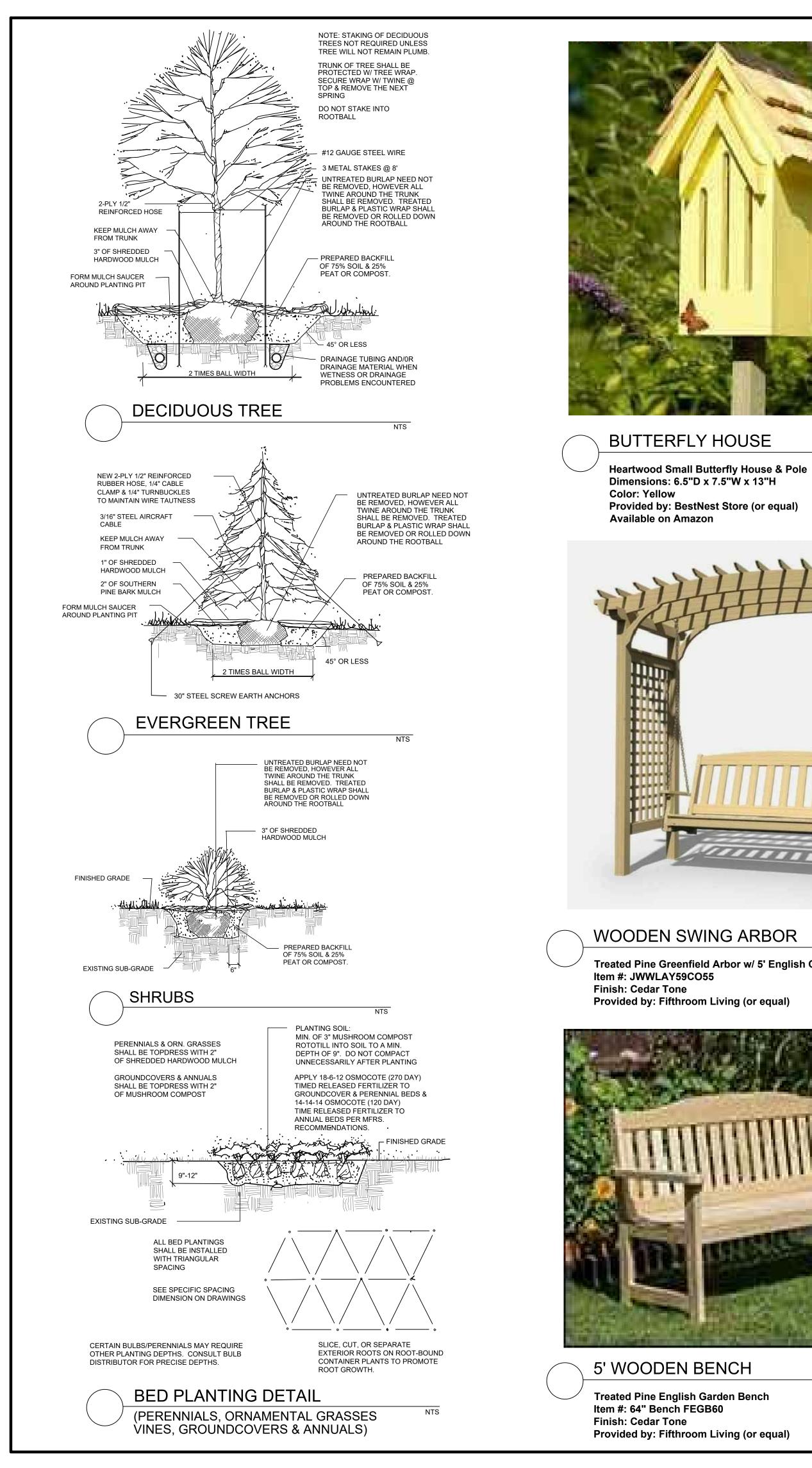
Trees and shrubs shall not be ground utilities, and fifteen (15 thirty (30) feet from the right-or alley way.

## LEGEND EMERGEN WETLAND WETLAND WET/MESI SEED MIX ECONOMY

MIDWEST

	escale REVISIONS 	
y grown and be either balled and bur-lapped or container grown. Sizes and nt minimum requirements.	eq	
ement, branching and ball size shall conform to the latest addition of ANSI RD OF NURSERY STOCK by the American Nursery & Landscape	Image: state of the state of	18-23 -3-23 -4-22
or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. e rejected.  Trees with multiple leaders will be rejected unless called for in clump (cl.).	2     New Site Plan     5-2       1     Updated Site Plan     2-       1     Updated Site Plan     2-	20-22 -7-22
r discrepancies are found to exist with the work product, the Landscape otified so that they have the opportunity to take any steps necessary to promptly notify the Landscape Architect and the Owner of such conditions responsibility for the consequences of such failure.	24" x 36" in size, tl	
uld these plans be used for construction purposes without examining actual nd reviewing all related documents mentioned herein, including related project Civil Engineer and Architect.	plan is not	
ural base information has been provided by others. The location of various of drawings is only illustrative and should not be relied upon for construction	If this	
a convenience. However, Bidders and the Installing Contractor should vings shall take precedence over the lists. Any discrepancies shall be recedence over the lists.		
owledge and consist of the Owner and the Landscape Architect or in nd the Landscape Architect's work product or recommendations, shall to f the Owner and the Landscape Architect, but for the parties responsible		
cuments for detailed information regarding size, location, depth and type of of other site improvements, other than landscape improvements,	RAW, RAW, RAW, SRT, I	
nis plan are a graphic representation of proposed plant material types and sual clarity. However, the symbols do not necessarily represent actual plant ion.	Consent from Metz 8 <b>LAR</b> <b>KFOR</b>	
e subject to availability. Material shortages in the landscape industry may stitutions must be approved by the Village, Landscape Architect and Owner.		
nall verify location of all underground utilities prior to digging by calling tion for Excavators) 1-800-892-0123 and any other public or private agency	Preserve or in part, without control of the second	
ss, groundcover and annual beds shall be top dressed with a minimum of n compost. The top dressing shall be worked into the soil to a minimum ne use of a cultivating mechanism. Upon completion perennials & mulched with an additional two inch (2") layer of shredded wood mulch; Il be covered with a two inch (2") layer of southern pine bark fines mulch.	any form, in whole	
ee saucers shall be mulched with a minimum of three inches (3") of	t herein in	
lding shall be mulched in their entirety to the building foundation. Plant d under building overhangs and other such areas which do not receive	apt embodied	
nting shall extend a minimum of two feet (2') beyond the center of a shrub.	the concept	
s shall require a hand spaded edge between lawn and mulched areas. which are smooth and continuous. Positive drainage shall be provided in all		
	o RANDY F. METZ	
ly. mechanically so that the seed is incorporated into the top one-half inch (1/2") all then be covered with the specified blanket (installed per manufacturer's.	Any reproduction	—
aranteed for one (1) year from the date of acceptance.	Company. 4	
e located closer than six (6) feet to fir hydrants, transformers or above 5) feet from any street light. No parkway tree shall be planted closer to that of-way line at an intersection nor closer than eight (8) feet from a driveway or	broberty of Metz & Con METZ & COMPAN ANDSCAPE ARCHITECTURE/SITE PLANN	
	826 East Maple Street Lombard, Illinois 60148 PH: 630.561.3903 www.metz-company.com	
IT PLUG MIX	Hained Perein the pere	
D SEED MIX Know what's below. Call before you dig.	LANDSCAPE PLAN	
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ASS SEED MIX	DATE: 01-14-202 SCALE: 1"=20"	
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0' 10' 20' 40'	© copyright	







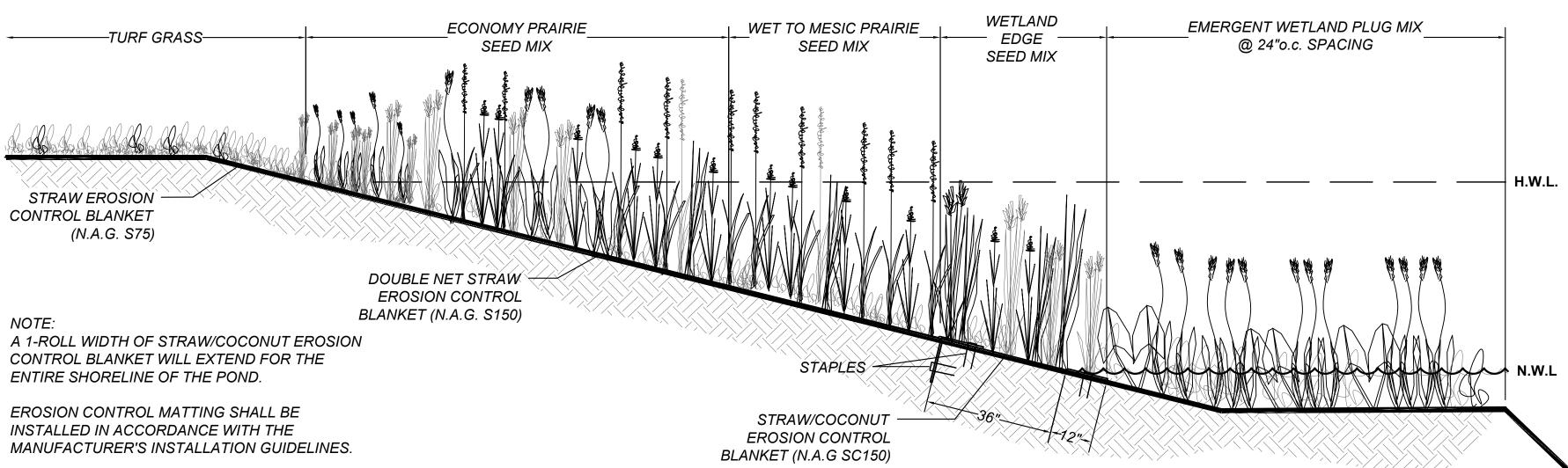


Treated Pine Greenfield Arbor w/ 5' English Garden Swing



Midwest Mesic Pollinator Mix		
Apply @ 39.00 PLS pounds per a	cre	
		PLS
Botanical Name	<u>Common Name</u>	Ounces/Acre
Permanent Grasses:		
Schizachyrium scoparium	Little Bluestem	36.00
Sorghastrum nutans	Indian Grass	2.00
Sporobolus heterolepis	Prairie Dropseed	6.00
	Tota	44.00
Temporary Cover:		
Avena sativa	Common Oat	512.00
	Tota	512.00
Forbs:		
Agastache foeniculum	Lavender Hyssop	2.00
Allium cernuum	Nodding Onion	2.00
Amorpha canescens	Lead Plant	2.00
Asclepias syriaca	Common Milkweed	10.00
Asclepias tuberosa	Butterfly Weed	2.00
Baptisia bracteata	Cream Wild Indigo	1.00
Chamaecrista fasciculata	Partridge Pea	8.00
Dalea candida	White Prairie Clover	3.00
Echinacea pallida	Purple Coneflower	4.00
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.00
Eryngium yuccifolium	Rattlesnake Master	2.00
Liatris pycnostachya	Prairie Blazing Star	1.00
Lupinus perennis v. occidentalis	Wild Lupine	4.00
Monarda fistulosa	Wild Bergamot	2.00
Penstemon digitalis	Foxglove Beard Tongue	1.00
Penstemon hirsutus	Hairy Beard Tongue	1.00
Pycnanthemum virginianum	Common Mountain Mint	0.50
Senna hebecarpa	Wild Senna	4.00
Silphium perfoliatum	Cup Plant	1.00
Solidago speciosa	Showy Goldenrod	1.00
Symphyotrichum ericoides	Heath Aster	0.50
Symphyotrichum laeve	Smooth Blue Aster	1.00
Tradescantia ohiensis	Common Spiderwort	2.00
Verbena stricta	Hoary Vervain	2.00
Verbesina alternifolia	Wingstem	2.00
Vernonia gigantea	Smooth Tall Ironweed	1.00
	Tota	68.00

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C Copyright 2022 all rights reserved. The design and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept emb	RANDY F. METZ NO. 157-000422 157-00042 157-0004



## SECTION - STROMWATER DETENTION SHORELINE TREATMENT

Apply @ 36.19 PLS pounds per a		PLS
Botanical Name	<u>Common Name</u>	Ounces/Acre
Permanent Grasses:		
Andropogon gerardii	Big Bluestem	16.00
Calamagrostis canadensis	Bluejoint Grass	1.00
Carex Iurida	Bottlebrush Sedge	3.00
Carex stricta	Common Tussock Sedge	1.00
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus virginicus	Virginia Wild Rye	24.00
Juncus canadensis	Canadian Rush	0.50
Panicum virgatum	Switch Grass	2.00
Scirpus cyperinus	Wool Grass	0.50
Sorghastrum nutans	Indian Grass	8.00
Spartina pectinata	Prairie Cord Grass	3.00
Spanna pecinata	Total	60.00
_		
Temporary Cover: A <i>vena sativa</i>	Common Oat	512.00
	Total	512.00
Forbs:		
Asclepias syriaca	Common Milkweed	2.00
Baptisia alba	White Wild Indigo	1.00
Chamaecrista fasciculata	Partridge Pea	10.00
Coreopsis lanceolata	Sand Coreopsis	4.00
, Coreopsis tripteris	Tall Coreopsis	2.00
Desmodium illinoense	Illinois Tick Trefoil	0.50
Doellingeria umbellata	Flat-Top Aster	0.50
Echinacea purpurea	Broad-Leaved Purple Coneflower	4.00
Eryngium yuccifolium	Rattlesnake Master	2.00
Helenium autumnale	Sneezeweed	2.00
Helianthus grosseserratus	Sawtooth Sunflower	0.50
Lespedeza capitata	Round-Headed Bush Clover	1.50
Liatris spicata	Marsh Blazing Star	1.00
Monarda fistulosa	-	1.00
	Wild Bergamot Stiff Goldenrod	1.00
Oligoneuron rigidum		
Parthenium integrifolium	Wild Quinine	1.00
Physostegia virginiana	Obedient Plant	0.25
Pycnanthemum virginianum	Common Mountain Mint	0.50
Ratibida pinnata Durika akia kida	Yellow Coneflower	4.00
Rudbeckia hirta Rudbeckia lasinista	Black-Eyed Susan	4.00
Rudbeckia laciniata	Wild Golden Glow	1.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	0.50
Senna hebecarpa	Wild Senna	2.25
Silphium integrifolium	Rosin Weed	1.00
Silphium laciniatum	Compass Plant	2.00
Silphium perfoliatum	Cup Plant	2.00
Silphium terebinthinaceum	Prairie Dock	3.00
Solidago juncea	Early Goldenrod	0.25
Solidago rugosa	Rough Goldenrod	0.25
Symphyotrichum novae-angliae	New England Aster	0.50
Tradescantia ohiensis	Common Spiderwort	1.25
Vemonia fasciculata	Common Ironweed	3.00
Veronicastrum virginicum	Culver's Root	0.25
Zizia aurea	Golden Alexanders	1.00
	- Total	61.00

Wetland Edge Seed Mix

Permanent Grasses/Sedges:

Bolboschoenus fluviatilis

Botanical Name

Carex comosa

Carex frank ii

Carex stricta

Carex cristatella

Carex vulpinoidea

Elymus virginicus

Glyceria striata

Juncus effusus

Leersia oryzoides

Scirpus atrovirens

Scirpus cyperinus

**Temporary Cover:** 

Acorus americanus

Alisma subcordatum

Asclepias incamata

Boehmeria cylindrica

Doellingeria umbellata

Eupatorium perfoliatum

Helenium autumnale

Iris virginica v. shrevei

Lobelia cardinalis

Lobelia siphilitica

Mimulus ringens

Persicaria spp.

Lycopus americanus

Penthorum sedoides

Rudbeckia laciniata

Sagittaria latifolia

Senna hebecarpa

Verbena hastata

Sparganium eurycarpum

Thalictrum dasycarpum

Verbesina alternifolia

Vernonia fasciculata

Symphyotrichum puniceum

Bidens spp.

Avena sativa

Schoenoplectus pungens

Schoenoplectus tabernaemontani

Eleocharis palustris

Apply @ 33.00 PLS pounds per acre

River Bulrush Bristly Sedge Crested Oval Sedge Bristly Cattail Sedge Common Tussock Sedge Brown Fox Sedge Great Spike Rush Virginia Wild Rye Fowl Manna Grass Common Rush Rice Cut Grass Chairmaker's Rush Great Bulrush Dark Green Rush Wool Grass

Common Oat

Sweet Flag **Common Water Plantain** Swamp Milkweed **Bidens Species** False Nettle Flat-Top Aster **Common Boneset** Sneezeweed Blue Flag Cardinal Flower Great Blue Lobelia Common Water Horehound Monkey Flower **Ditch Stonecrop** Pinkweed Species Wild Golden Glow Common Arrowhead Wild Senna Common Bur Reed Bristly Aster Purple Meadow Rue Blue Vervain Wingstem Common Ironweed

## PLS **Common Name** Ounces/Acre 2.00 1.50 0.50 4.00 0.50 2.00 0.50 16.00 1.00 0.50 0.50 1.00 2.50 1.00 0.50 Total 34.00 512.00 512.00 Total 1.00 2.00 2.00 2.00 1.00 0.25 1.00 1.00 4.00 0.25 0.25 0.25 0.50 0.50 2.00 1.00 2.00 2.00 4.00 1.00 0.50 1.50 2.00 2.00

Total

34.00

Apply @ 37.70 PLS pounds per	acie	<b>D</b> 1 O
Botanical Name	Common Name	PLS Ounces/Acre
		Ouncearter
Permanent Grasses:		
Andropogon gerardii	Big Bluestem	12.0
Bouteloua curtipendula	Side-Oats Grama	16.0
Carex spp.	Prairie Sedge Species	3.0
Elymus canadensis	Canada Wild Rye	24.0
Panicum virgatum	Switch Grass	2.5
Schizachyrium scoparium	Little Bluestem	32.0
Sorghastrum nutans	Indian Grass	12.0
	Tota	al 101.5
Temporary Cover:		
Avena sativa	Common Oat	360.0
	Tota	al 360.0
Forbs:		
Asclepias syriaca	Common Milkweed	1.0
Asclepias tuberosa	Butterfly Weed	1.0
Chamaecrista fasciculata	Partridge Pea	10.0
Coreopsis lanceolata	Sand Coreopsis	6.0
Echinacea purpurea	Broad-Leaved Purple Coneflower	8.0
Heliopsis helianthoides	False Sunflower	0.2
Monarda fistulosa	Wild Bergamot	0.5
Penstemon digitalis	Foxglove Beard Tongue	1.0
Ratibida pinnata	Yellow Coneflower	4.0
Rudbeckia hirta	Black-Eyed Susan	8.0
Solidago speciosa	Showy Goldenrod	0.5
Symphyotrichum laeve	Smooth Blue Aster	1.0
Symphyotrichum novae-angliae	New England Aster	0.5
	Tota	

Emergent Plug Mix Plug Spacing @ 24" o.c.

	SEED MIX TOTAL	1444
	Wildflower Subtotal	912
Sparganium eurycarpum	Great Bur Reed	114
Solidago patula	Swamp Goldenrod	38
Sagittaria latifolia	Common Arrowhead	114
Pontederia cordata	Pickerelweed	38
Vimulus ringens	Monkey Flower	76
_ythrum alatum	Winged Loosestrife	38
Lycopus americanus	Waterhorehound	38
Lobelia cardinalis	Cardinal Flower	38
ris virginica shrevei	Blue Flag	114
Hibissus moscheutos	Swamp Rosemallow	76
Eutrochium maculatum	Spotted Joe Pye Weed	38
Asclepias incarnata	Swamp Milkweed	76
Alisma subcordatatum	Common Water Plaintain	38
Acornus calamus	Sweet Flag	76
	Grass/Sedge/Rush Subtotal	532
Scirpus cyperinus	Wool Grass Rush	38
Scirpus atrovirens	Dark Green Rush	38
Scirpus pungens	Chairmakers Rush	38
Schoenoplectus tabernaemontani	Great Bulrush	38
Schoenoplectus acutus	Hardstem Bulrush	38
_eersia oryzoides	Rice Cut Grass	38
luncus effusus	Common Rush	38
Carex vulpinoidea	Brown Fox Sedge	38
Carex trichocarpa	Hairy-fruited Lake Sedge	38
Carex stricta	Common Tussock Sedge	38
Carex lupulina	Common Hop Sedge	38
Carex lacustris	Common Lake Sedge	38
Carex comosa	Bristly Sedge	38
Calamagrostis canadensis	Blue Joint Grass	38
	Common Name	Quanti

- specified below.
- common reed.

## management period. **PERFORMANCE CRITERIA**

- wetland plug areas (if planted).
- planted).

- be achieved.

The Contractor shall water plant plugs (if planted) as needed in order to meet the performance criteria. The cost to irrigate is incidental to the contract and shall be included in the Contractor's bid price. The Contractor shall also perform vegetative management for three years following planting as specified under the section "Three-year Monitoring and Reporting Activities' to assist with meeting the Contractor Performance Criteria. If performance criteria are not achieved, Contractor is responsible to conduct additional activities, which may include supplemental seeding, supplemental planting and additional years of vegetation management to rectify areas at no additional cost to the Owner to achieve performance.

## LONG-TERM MANAGEMENT ACTIVITIES

C.

## Serenity/Butterfly Garden 5-18-23 5-3-23 Aquatic Plug Quantities 8-4-22 6-23-22 Staff Comments New Site Plan 5-20-22 2-7-22 Updated Site Plan S 0 0 R Ζ $\succ$ M $\geq$ C R R 0 LL S Ø 7 6th Σ **M** $\overline{}$ SEAL: RANDY F. MET 9. Relative coverage (determined by ocular estimation) of thistle and teasel shall be less than 5% METZ & COMPANY LANDSCAPE ARCHITECTURE/SITE PLANNING 826 East Maple Street Lombard, Illinois 60148 PH: 630.561.3903 www.metz-company.com TITLE NATIVE LANDSCAPE SPECIFICATIONS PROJECT NO.: 22-184 01-14-2022 DATE: SCALE: N/A SHEET L-5.0

REVISIONS

## THREE-YEAR MANAGEMENT PERIOD ACTIVITIES

1. The work consists of the Contractor conducting routine ecological management activities during the three-year management and monitoring period in the naturalized planting areas as shown on the landscape plan to assist the Contractor in meeting required performance standards.

2. During the first two (2) growing seasons of the three-year period the Contractor shall high-mow the vegetation in the Prairie and/or Wet/Mesic Prairie areas several times during the growing season to ensure the vegetation does not exceed eighteen inches (18") in height. A rotary or flail type mower shall be used. During high-mowing, the vegetation shall be cut no lower than 6 to 9 inches so the native seeding are unharmed. Selective weed whipping can also be used if conditions are unfit (i.e., too wet) for a tractor, or if only small isolated areas of vegetation required cutting. In addition, cutting the inflorescence prior to seed set of many biennial species including teasel and sweet clover is an effective control method that can be utilized.

3. The Contractor shall conduct chemical and/or mechanical weed control activities in all of the naturalized seeded areas for a three-year period following planting/seeding. The Contractor shall conduct four annual weed control application periods (total of twelve (12) for the three-year period). The Contractor is responsible to achieve a 95% kill of reed canary grass, purple loosestrife, thistle and common reed and 80% kill of other problematic, nuisance species to successfully complete each of the application periods

a. Application Period One (early spring): problematic species such as, but not limited to, reed canary grass, red/white cover, cattails.

b. Application Period Two (late spring to mid-summer): problematic species such as, but not limited to, reed canary grass, while/yellow sweet cover, cattails, wild carrot, purple loosestrife and

c. Application Period Three (mid to late summer): problematic species such as, but not limited to, reed canary grass, ragweed, cattails, purple loosestrife and common reed.

d. Application Period Four (late summer to early fall): problematic species such as, but not limited to, reed canary grass, red/white cover, common reed.

4. Natural regeneration of cattails in the stormwater management facilities will likely occur following construction. As required by these planting specifications pre-planting weed control will be conducted if any problematic species are present. As for cattails, hand pulling cattails can be conducted when the cattails are small enough to ensure that the entire root is removed. Off-site disposal of cattails will be required. Larger cattails will require herbicide applications. Aggressive cattail control will be required after planting throughout the three-year management period to ensure plant establishment. After planting the hand-wick application method to control cattails shall be required.

5. If permitted, the Contractor shall conduct a prescribed burn in the prairie areas during the third growing season. The Contractor shall obtain all the required burn permits from the Illinois Environmental Protection Agency, City or Village, and local fire protect district and prepare all necessary documents required for the permit including a Burn Plan.

6. The Contractor shall irrigate all plant plugs as needed to achieve the survivorship requirements. 7. The Contractor shall remove and dispose of all planting enclosures during the second year of the

1. Within three (3) months of seed installation, at least 90% of the seeded area, as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be maintained throughout and at the end of the three-year maintenance period for these areas. This standard does not apply to

2. At the end of the second growing season, a minimum of 75% vegetative coverage in the wetland plug area(s) shall be achieved and maintained throughout the end of the three-year maintenance period (if

3. The stormwater management facilities shall not contain any rills greater than four inches (4") deep throughout and at the end of the three-year maintenance period.

4. At the end of the second and third growing seasons, no area greater than 1.0 square meters on slope areas shall be devoid of vegetation.

5. At the end of the second growing season, 30% seed mix presence for the prairie seed mix areas shall be achieved. At the end of the third growing season 50% seed mix presence for the prairie seed mixes shall

6. At the end of the third growing season, the top three dominate species based on aerial coverage shall NOT be non-native species, cattail or reed grass

7. Relative coverage (determined by ocular estimation) of cattail shall be less than 10% throughout, and at the end of the three-year maintenance period.

8. Relative coverage (determined by ocular estimation) of common reed, reed canary grass, and loosestrife in aggregate shall be less than 5% throughout, and at the end of the three-year maintenance period.

throughout, and at the end of the three-year maintenance period.

10. Plugs (if planted) must achieve 90% survivorship one (1) year from plant installation.

1. Following competition of the initial Three-year maintenance program the following Long-term maintenance shall be performed on a regular basis:

a. Prescribed burning will be performed every one to three years for established native prairie plantings and naturalized detention basins. Burning requires a permit from the Illinois EPA and notification of the local fire district and the Village of Frankfort.

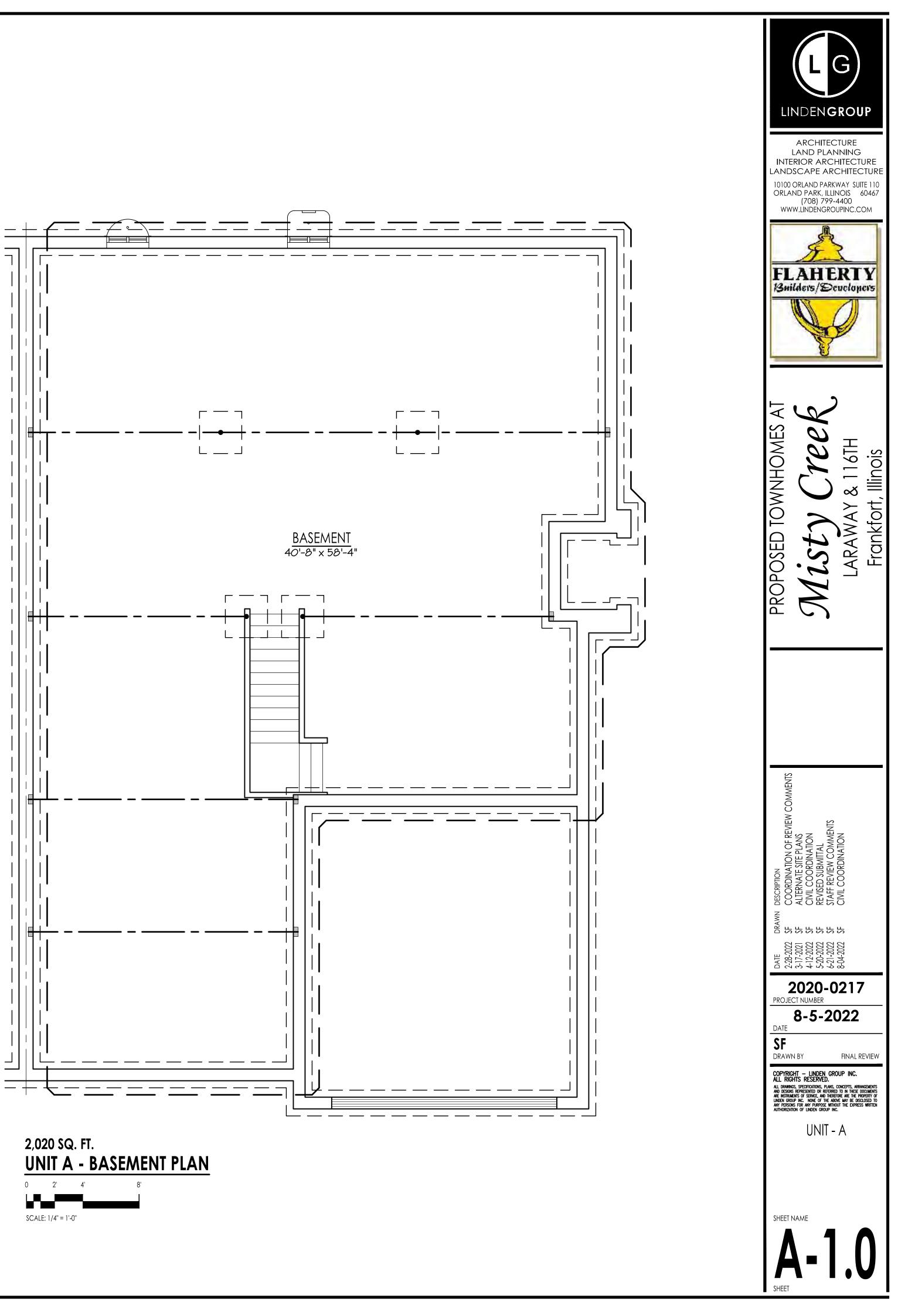
Late fall or early winter mowing to a height of six to twelve inches (6"-12"), hay and debris shall not be removed, and will be performed in alternate years where burning is not practical or conditions are not conductive to burning.

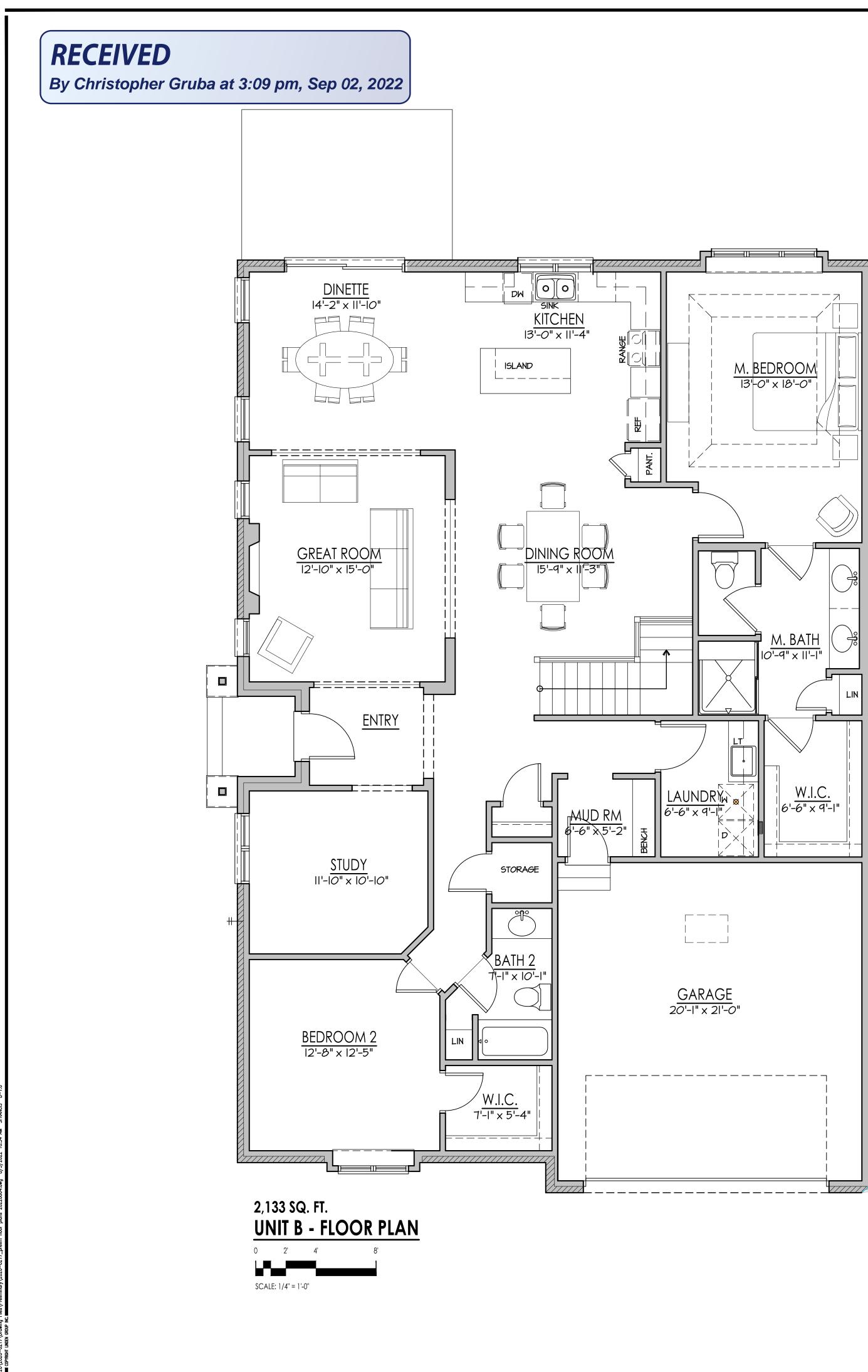
Applications of herbicide to control invasive will be required if burning or mowing does not control or eliminate said problematic or nuisance species. Those species shall include, but not limited to, reed canary grass, purple

loosestrife, cattail, thistle and common reed. All herbicide applications shall be performed by a certified and licensed applicator. Herbicides shall be non-toxic to animals and aquatic life and will be applied in an appropriate manner to prevent the killing of desirable native species.

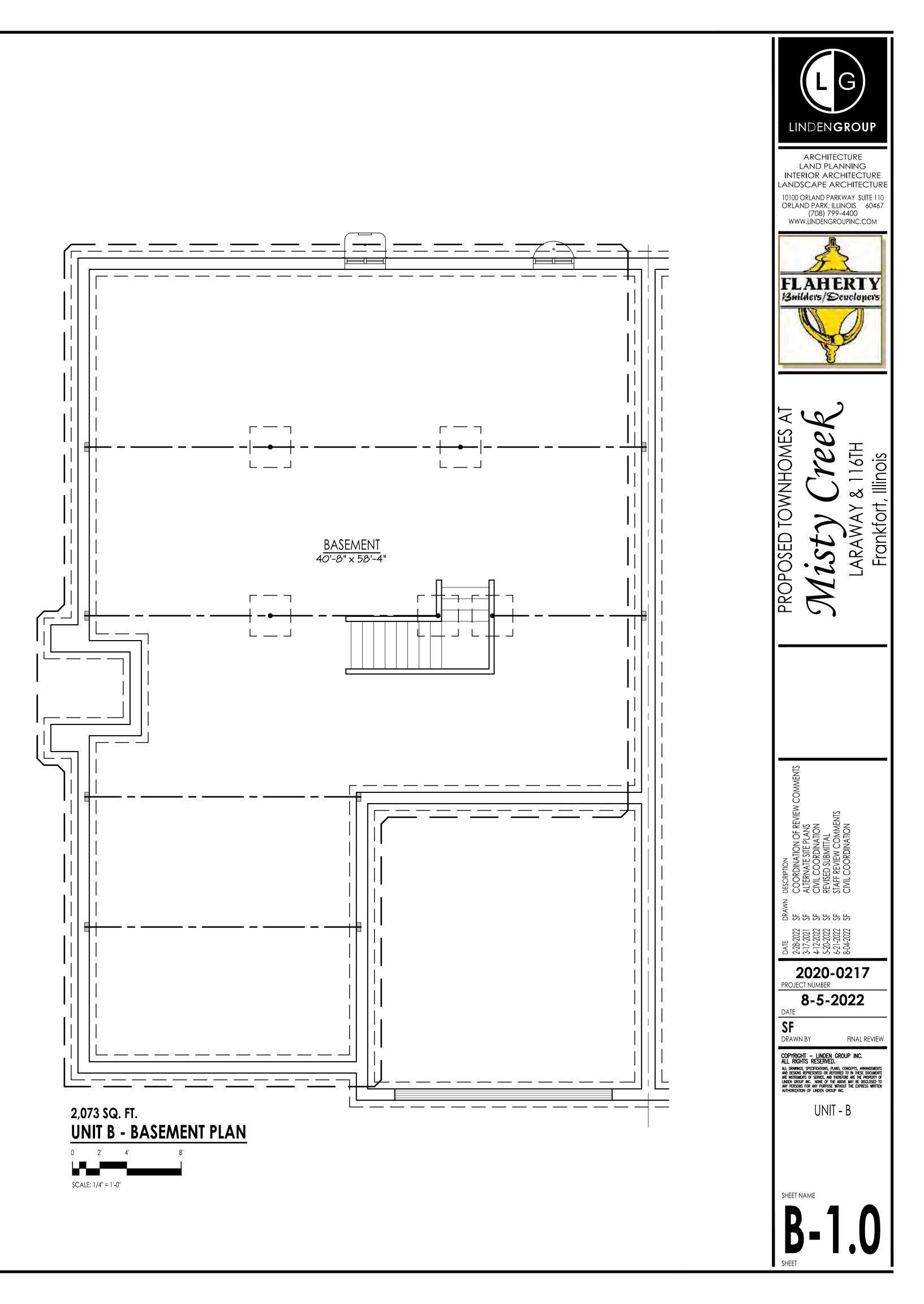


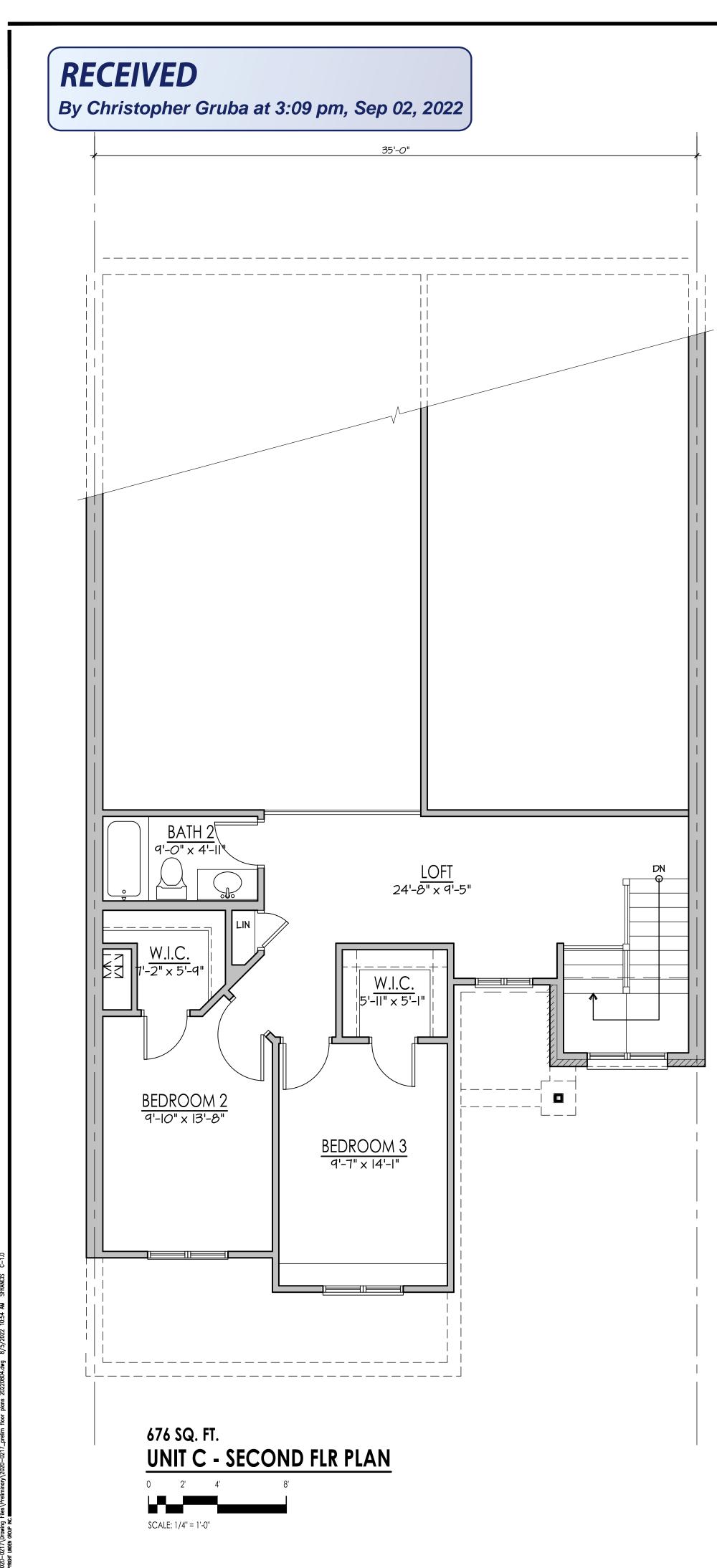
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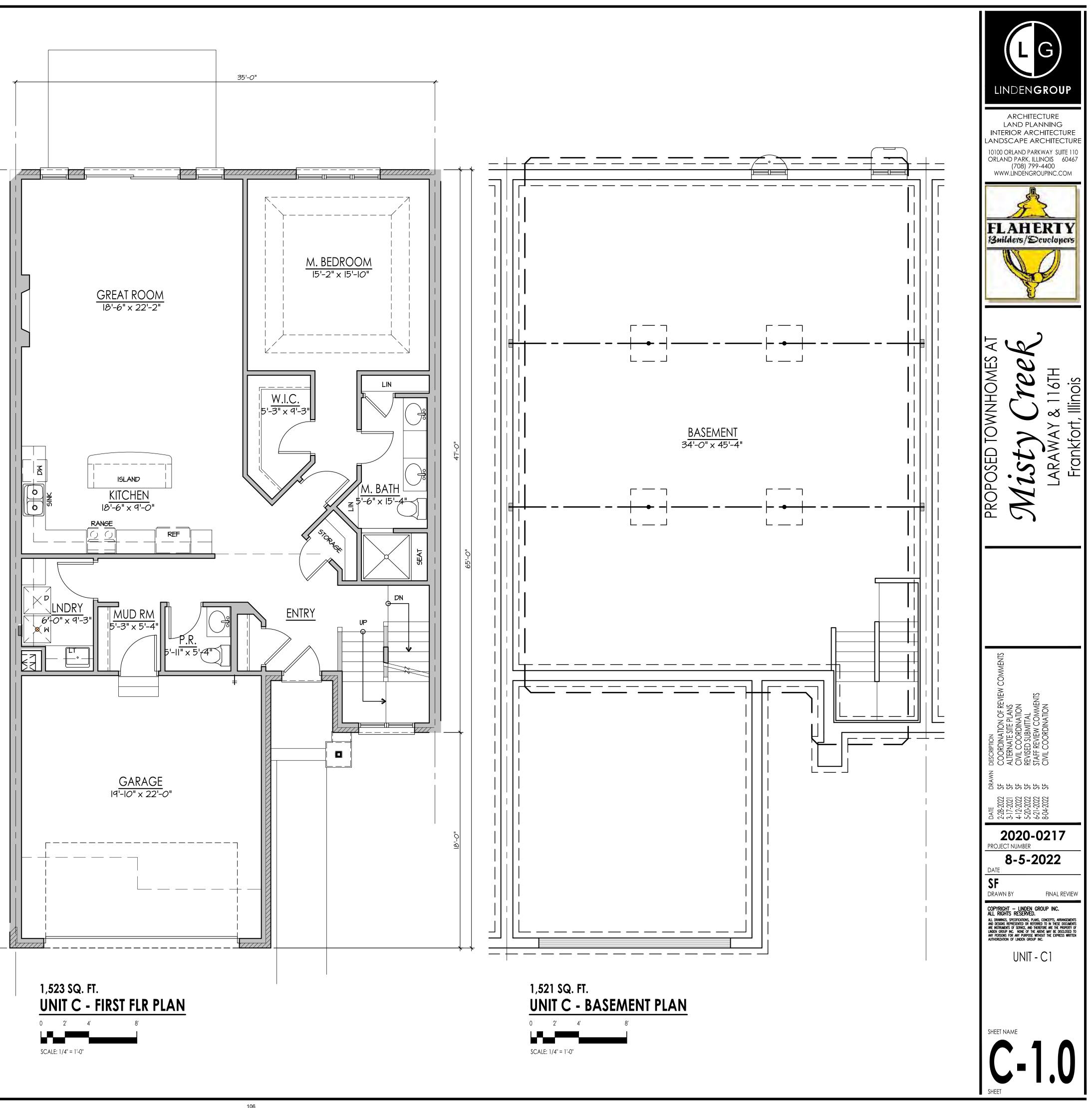


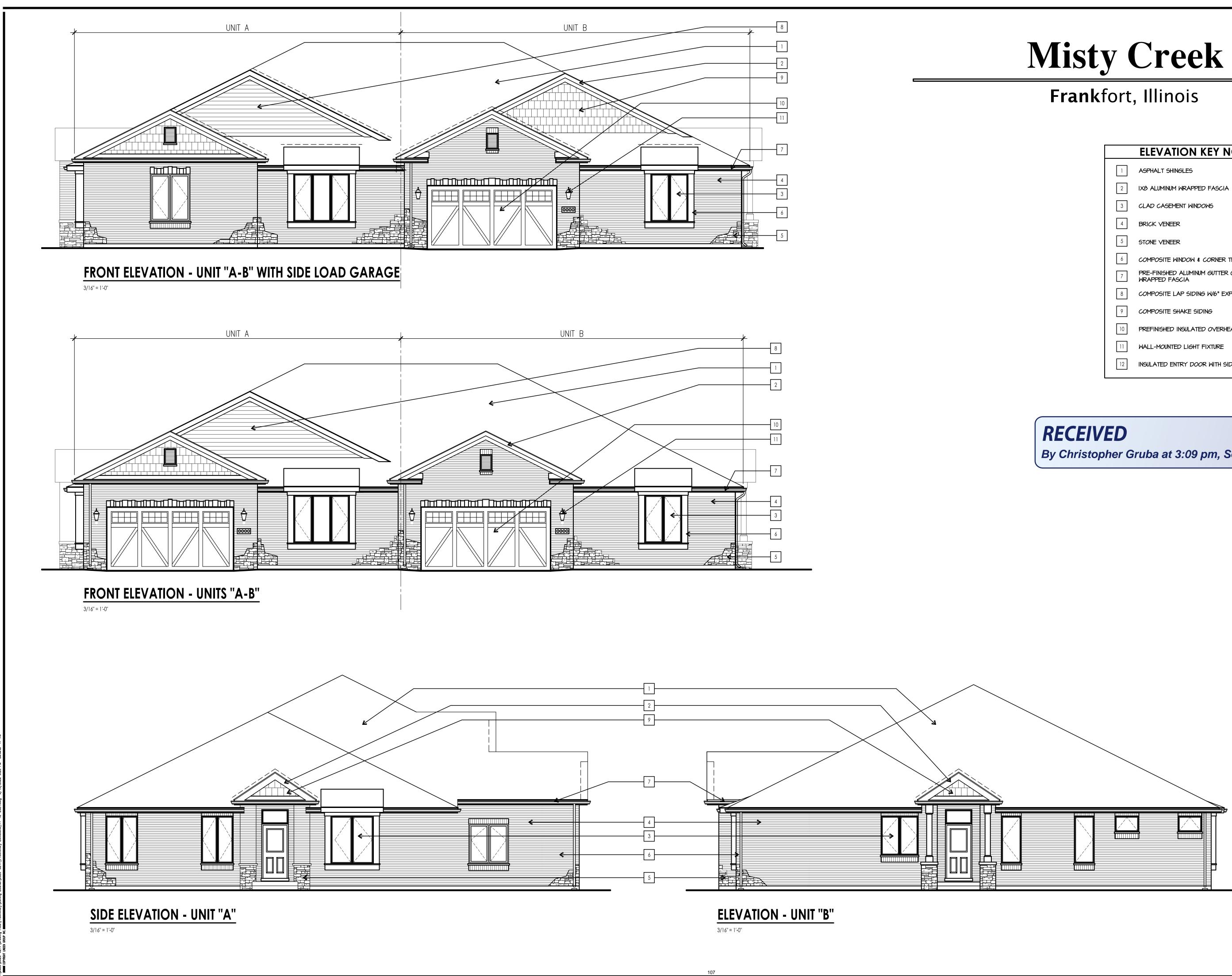


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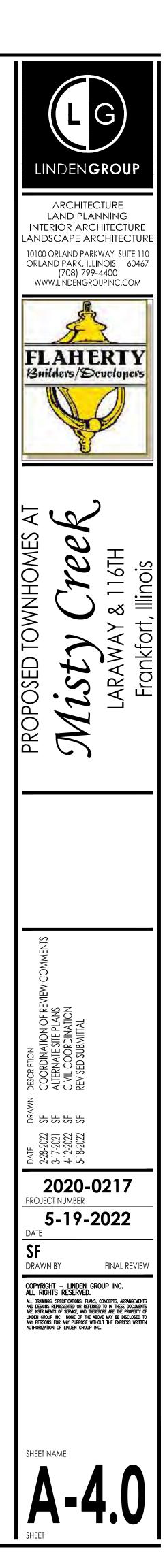






	ELEVATION KEY NOTES
1	ASPHALT SHINGLES
2	IX8 ALUMINUM WRAPPED FASCIA
3	CLAD CASEMENT WINDOWS
4	BRICK VENEER
5	STONE VENEER
6	COMPOSITE WINDOW & CORNER TRIM
7	PRE-FINISHED ALUMINUM GUTTER ON 1x8 ALUMINU WRAPPED FASCIA
8	COMPOSITE LAP SIDING W/6" EXPOSURE
9	COMPOSITE SHAKE SIDING
10	PREFINISHED INSULATED OVERHEAD DOOR
11	WALL-MOUNTED LIGHT FIXTURE
12	INSULATED ENTRY DOOR WITH SIDELITE

By Christopher Gruba at 3:09 pm, Sep 02, 2022

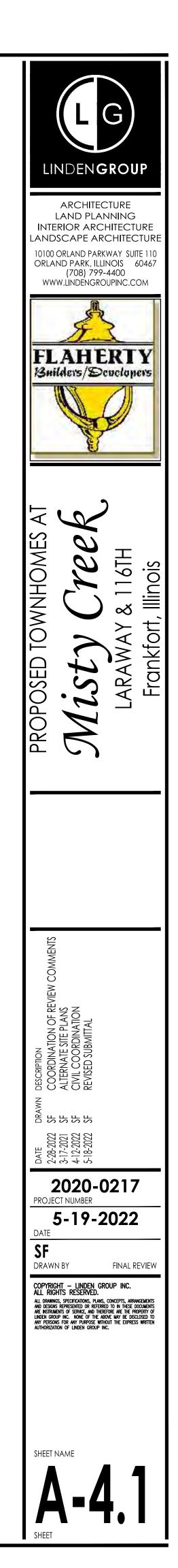


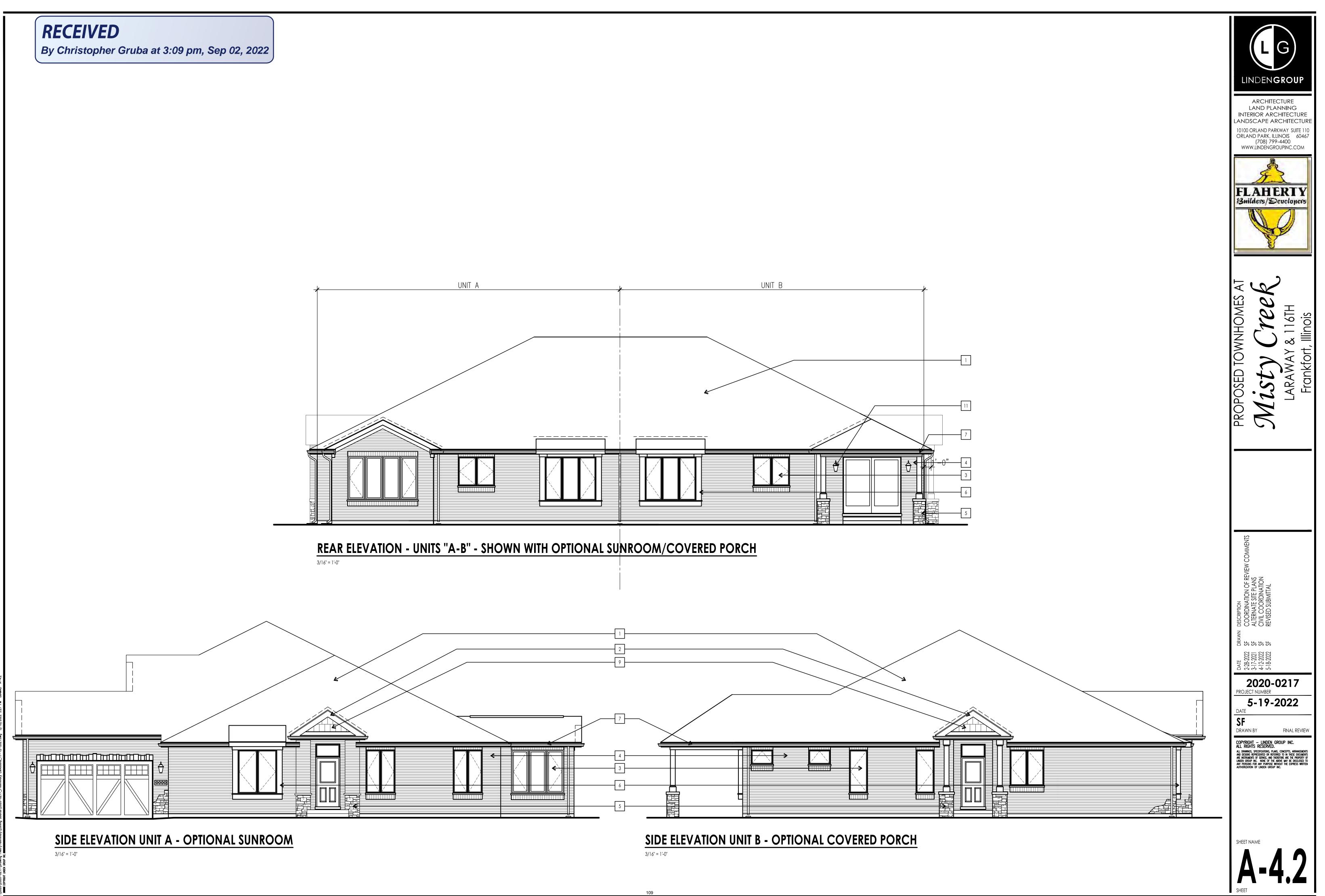
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By Christopher Gruba at 3:09 pm, Sep 02, 2022



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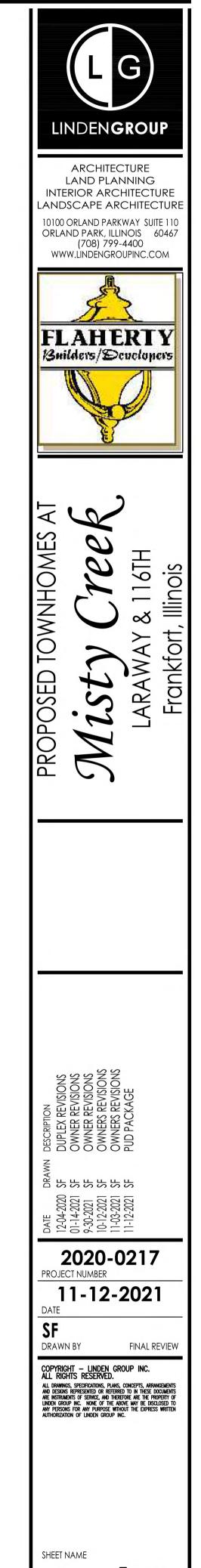
By Christopher Gruba at 3:09 pm, Sep 02, 2022



3/16" = 1'-0"



3/16" = 1'-0"



SHEET





## **SIDE ELEVATION UNIT A - OPTIONAL SUNROOM**

3/16" = 1'-0"

## 3/16" = 1'-0"





CC GC LINDENGROUP ARCHITECTURE LAND PLANNING INTERIOR ARCHITECTURE ANDSCAPE ARCHITECTURE LOIDO ORLAND PARKWAY SUITE 110 ORLAND PARK, ILLINOIS 60467 (708) 799-4400 WWW.LINDENGROUPINC.COM
PROPOSED TOWNHOMES AT Misty Creek LARAWAY & 116TH Frankfort, Illinois
DATE DATE
SHEET NAME A - 4 1 SHEET

Î





## **SIDE ELEVATION UNIT A - OPTIONAL SUNROOM**

3/16" = 1'-0"

## SIDE ELEVATION UNIT B - OPTIONAL COVERED PORCH

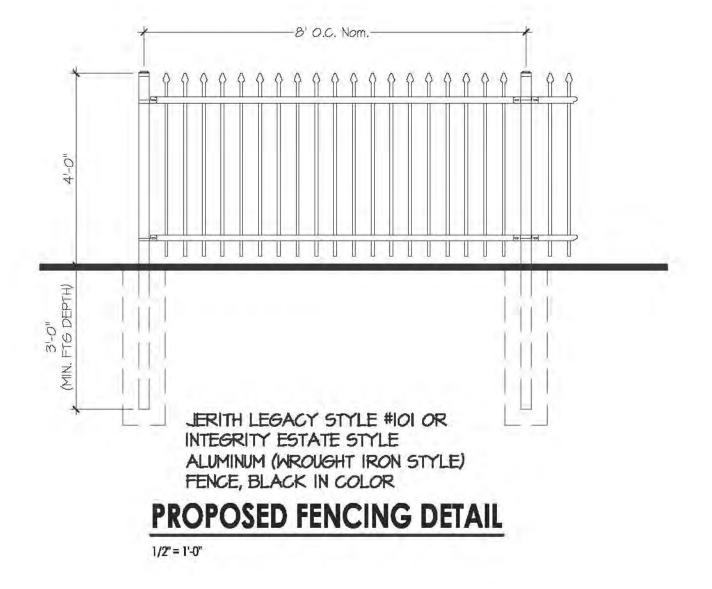
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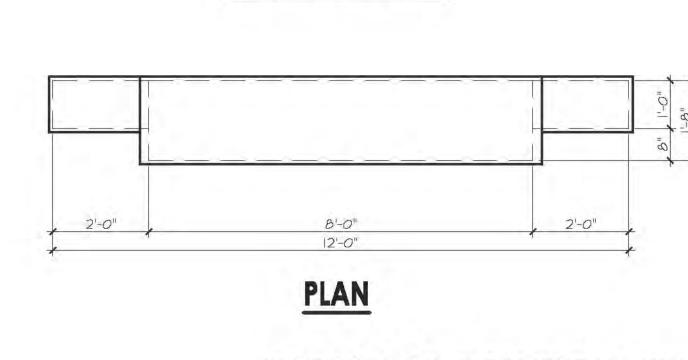




By Christopher Gruba at 3:09 pm, Sep 02, 2022







Misty Creek

The Party Street, Stre

12'-0"

**FRONT ELEVATION** 

AND THE REAL PROPERTY.

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A DESCRIPTION AND A

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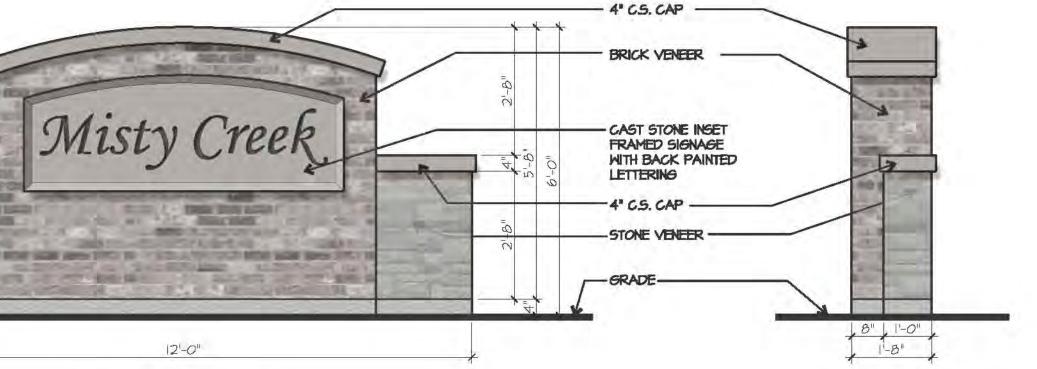
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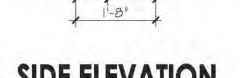
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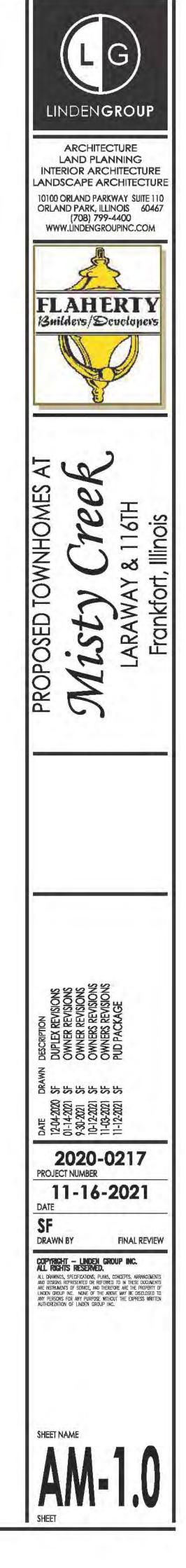
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Misty Creek





**RECEIVED** By Christopher Gruba at 3:10 pm, Sep 02, 2022 FYPON LOUVERS: SW 6258 TRICORN BLACK

LP SIDING-ACCENT COLOR: SW9132 ACACIA HAZE

TRIM COLOR: SW 7015 REPOSE GRAY

LP SIDING-MAIN COLOR: SW 7015 REPOSE GRAY

## TRIM OPTION 2

## MATERIAL BOARD

REVISION DATE: 05-18-2022 PROJECT NO.: 2020-0217

### Planning Commission / ZBA



Project:	Circle K Redevelopment		
Meeting Type:	NA – Request to Continue Public Hearing to July 27, 2023		
Requests:	Proposed Annexation (via an Annexation Agreement); Zoning Map Amendment		
	(Rezoning) from the default E-R Estate Residential District to B-2 Community Business		
	District (currently Will County C-2 and C-3); Special Use Permits for (1) an automobile		
	fueling station, (2) accessory liquor sales, and (3) extended hours of operation. The		
	pending Annexation Agreement includes requests for variations related to building and		
	fuel canopy setbacks, landscape yards, plant materials, signage, and cross-access.		
Location:	7654 W. Lincoln Highway		
Applicant:	RDK Ventures, LLC		
Prop. Owner:	RDK Ventures, LLC		
Consultants:	Matt Adas, RLA, and Ryan Swanson, P.E., Arc Design Resources, Inc.		
<b>Representative:</b>	Matt Adas, RLA, and Ryan Swanson, P.E., Arc Design Resources, Inc.		
Report By:	Michael J. Schwarz, AICP		

The PC/ZBA may recall that the public hearing for the subject application was opened on May 11, 2023 and then after a lengthy discussion, the public hearing was kept open and continued to June 22, 2023 to allow the applicant to address various comments. Since that meeting, the applicant and project consultants have been working with the Village Engineer regarding the size of the proposed underground stormwater management system. The project architect is also working on revised Building Elevations which have not yet been submitted for staff review. Staff and the applicant respectfully request that the public hearing be continued to July 27, 2023. A motion to continue the public hearing to July 27, 2023 would be in order.





June 22, 2023

Project:	Edge Music Academy, LLC
Meeting Type:	NA – Applicant Request to Withdraw Application
Request:	Special Use (Indoor Entertainment)
Location:	20855 S. La Grange Road, Suite 100
Subdivision:	None (Butera Center Plaza)
Applicant:	Jason Thompson
Prop. Owner:	Butera Center Management
<b>Representative:</b>	Same as applicant
Report by:	Michael J. Schwarz, AICP

Staff received the attached email from the applicant on June 7, 2023 requesting that the subject application be withdrawn. No PC/ZBA voting action is necessary for this request.

The PC/ZBA may recall that a workshop was held on April 13, 2023 regarding the proposed Special Use for Indoor Entertainment for a music school (refer to attached minutes). At that time, members of the PC/ZBA asked the applicant to provide photos of the acoustic paneling that he would install in the four (4) proposed music lesson rooms and also to ask the neighboring tenants if they could write letters of support for the public hearing meeting. The condition of the existing shopping center parking lot was also mentioned.

In the email requesting that the application be withdrawn, the applicant expressed dissatisfaction with the requirement to apply for a Special Use for a music school. It should be noted that although a Zoning Text Amendment was approved on February 22, 2022 (Ordinance No. 3346) to add various new types of uses to the "Indoor Entertainment" category in the Table of Permitted and Special Uses, *music schools* have been included in the use examples that listed within the definition of "Indoor Entertainment", since the current version of the Zoning Ordinance was adopted on September 17, 2001. In a prior Zoning Ordinance that was approved in 1976 (Ordinance No. 919), music schools were listed as permitted use in the C-1 Local Shopping District, under the category of Personal Service Establishments.

Should there be any desire to amend the text of the Zoning Ordinance as it relates to music schools, Section D (Amendments), Part 2 (Initiation of Amendment) of the Zoning Ordinance states that amendments (including Text Amendments) may be proposed by the Board of Trustees, the Plan Commission, or by any person having an ownership or contractual purchase interest in affected property.

Hello,

Unfortunately, we have decided at this point to withdraw ourselves from applying for a special use permit.

We take great pride in contributing to the community through high quality music education programming for youth and adults. We are an institution of education, and we regularly provide low-to-no cost group classes at libraries and park districts, and participate in community events and volunteer on community boards. We were looking forward to doing the same in Frankfort. However, due to the onerous processes in place, the \$500 application fee, and the fact that our institution of education was lumped into a business category of "indoor entertainment" alongside night club, amusement park, axe throwing and various entirely different businesses, we do not believe that our value as a business or music education institution is seen and appreciated by the leadership of your town. As such, we have chosen to search for a new location for our music school in other neighboring towns.

I have copied others on this email in hopes that you consider changing your zoning requirements in the future to remove youth educational establishments from indoor entertainment for the better of the community. We wish you the best in your growth as a community and hope your downtown development is complete soon so we can try the new sushi restaurant!

On Mon, Jun 5, 2023 at 4:12 PM Michael Schwarz <<u>mschwarz@frankfortil.org</u>> wrote:

Good Afternoon Jason,

Article 3, Section E, Part 4 on Page 19 of the Zoning Ordinance (below) states the requirement for when a public hearing must be held following a complete application being filed. Our records reflect that a complete application was filed on 5/11/23.

Use Permits. She voted no on the motion for the Major Change to the Planned Unit Development because she felt that the proposed architecture did not meet the standards of the Village. She asked the Village Board to continue to look at the parking situation in the downtown.

Mike Schwarz made the Plan Commission aware that the draft ordinances approving the Special Use Permits would specify the appropriate new addresses assigned to the tenant spaces when there are brought before the Village Board.

There was some discussion on when the proposal would be brought before the Village Board.

Chair Rigoni stated for those members of the public who were interested in the project that the Village Board agendas are posted online, and to keep an eye on them for updates. Monday's Village Board agenda would be posted by Friday evening.

## D. Workshop: 20855 S. La Grange Road – Edge Music Academy

Drew Duffin presented the staff report.

The applicant, Jason Thompson, approached the stand. He said that there will be no entertainment or live performances at the proposed location. His business has been operating for almost two years in an office space in Homer Glen. They have received no complaints during that time, even though the operate near an oral surgeon. Due to advancements in technology, electronic instruments are much quieter, and volume can be controlled more precisely. It was true that the proposed business has the potential to make more noise, but volume is controlled.

Chair Rigoni stated that the Plan Commission could consider a condition for no recitals or performances, as similar conditions have been placed on other Indoor Entertainment and Indoor Recreation uses.

Commissioner Knieriem suggested adding a condition to have soundproofing installed as well.

Chair Rigoni agreed, as the Plan Commission had asked a previous applicant located in the same development to do the same. She added that the current tenants may not have issues with the noise, but that future tenants might have concerns.

Commissioner Knieriem asked the applicant if they were building the interior walls shown on the floorplan.

The applicant said they were not planning to undertake any construction work, and that the walls were currently there. He said that he could add some acoustic panels to the walls to help with noise. Commissioner James noted that, in regard to a previous Indoor Entertainment applicant in the same shopping center (Facen4Ward), their business was based on the idea of having a lot of people in a small space. He asked the applicant to consider adding some soundproofing materials to the walls.

Chair Rigoni asked the applicant if he had any soundproofing material installed at the Homer Glen location.

The applicant said that they did. He added that his neighbors at that location included oral surgeons and therapists, and that he had not received any complaints.

Commissioner Knieriem asked if the Plan Commission could condition approval on the installation of acoustic panels.

Chair Rigoni said that they could. She added that one of the differences between the present application and the one previously heard by the Plan Commission was in the number of people who would be on-site at once. The current proposed use would have fewer people and their noise would be volume-controlled.

Commissioner Schaeffer asked the applicant to provide photos of the acoustic paneling they would install in the space to be included in the Public Hearing packet.

Commissioner Knieriem suggested the applicant ask his current neighbors if they could write letters of support for the Public Hearing.

Chair Rigoni asked if the Public Hearing date was set.

Staff said that no date was confirmed, but that May 11<sup>th</sup> was an option.

Chair Rigoni told the applicant to ask the landlord to pave the parking lot.

## E. Workshop: 99 N. White Street – Quinlan/Aarts Residence

Drew Duffin presented the staff report.

Kimberly Quinlan, the applicant, approached the podium. She stated she had nothing to add.

Chair Rigoni asked staff if the applicant was requesting any other variances.

Drew Duffin said that the proposed home met all other standards.

Chair Rigoni asked if the request for a variation to reduce the lot area would have been required by any other applicant.

Drew Duffin said that any other applicant would need to make the same request.

### Planning Commission / ZBA



June 22, 2023

Project:	Morgan Residence – Accessory Structure (pergola)		
Meeting Type:	Public Hearing		
Request(s):	Requests for (1) a variation from Article 5, Section D, Part 2 (b)(1) of the Village of Frankfort Zoning Ordinance to permit the construction of an accessory structure that is larger than 250 square feet; (2) a variation from Article 6, Section B, Part 1 of the Frankfort Zoning Ordinance, to allow an increase of the maximum impervious coverage from 40 percent to approximately 41 percent		
Location:	10677 Yankee Ridge Drive		
Applicant:	Todd Morgan		
Prop. Owner:	Same		
Report By:	Michael J. Schwarz, AICP		

### Site Details

Lot Size:	0.46 Acres / 20,024 sq. ft.		
PIN(s):	19-09-20-452-013-0000		
Existing Zoning:	R-2		
Prop. Zoning:	N/A		
Building(s) / Lot(s):	1 building/1 lot		

### Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Single-family Residential	Single-Family Detached Residential	R-2
North	Single-family Residential	Single-Family Detached Residential	R-2
South	Forest Preserve	Old Plank Trail	N/A
East	Single-family Residential	Single-Family Detached Residential	R-2
West	Single-family Residential	Single-Family Detached Residential	R-2

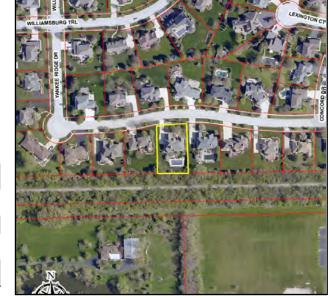


Figure 1: Location Map

### Project Summary -

The applicant, Todd Morgan, is seeking to construct a new 16' x 18' (288 square foot) covered, open-sided, pool pergola for his existing residence. The Zoning Ordinance states that accessory structures, including arbors, trellises, pergolas, gazebos and pool cabanas shall not exceed 250 square feet in size. A variation for size is required for the proposed pergola and a variation for impervious coverage exceeding 40% is also necessary. The rear yard currently contains a patio, below-ground pool with concrete decking, shed and children's play structure. The PC/ZBA had a workshop on this request on April 14, 2022 (minutes attached) which was after the adoption of a Zoning Ordinance Text Amendment pertaining to accessory structures on March 7, 2022 (Ordinance No. 3348).

### Attachments

- 2020 Aerial Photograph from Will County GIS
- Plat of Survey, prepared by Rogina & Associates
- Site Plan (Sheet A-1), Exterior Elevations (Sheet A-2), and Typical Sections (Sheet A-3)

- Applicant responses to Findings of Fact for variance requests
- Approved PC/ZBA Minutes of 4.14.22

### Analysis \_\_\_\_\_

In consideration of the requests, staff offers the following points of discussion:

- 1. The maximum size of a detached arbors, trellises, pergolas, gazebos and pool cabanas shall not exceed 250 square feet in size. This regulation was recently part of a Zoning Ordinance text amendment adopted on March 7, 2022. The maximum size for detached sheds remained unchanged at 144 square feet.
- 2. The maximum height of a pergola, or most accessory structures, is 15' measured to the highest point of the structure. Per the architectural elevations which were provided, the overall height is 13'-3", which complies with the requirement.
- 3. The maximum lot coverage in the R-2 zone district is 20%. The subject property is 20,024 square feet, allowing a maximum lot coverage of 4,005 square feet. Although the previously submitted site plan has some inaccuracies, staff performed a rough calculation and determined that there is approximately 3,257 square feet of lot coverage, or 16.3%. This calculation does not include pools and other non-roofed structures. With the addition of the 288 square foot pergola, the lot coverage would increase to 3,545 square feet, or 17.7%, still below the 20% maximum.
- 4. The maximum impervious lot coverage in the R-2 zone district is 40%. The subject property is 20,024 square feet according to the Frankfort Township Assessor and the lot dimensions labeled on the submitted Plat of Survey, thus allowing a maximum impervious lot coverage of 8,010 square feet. The submitted Site Plan (shown on Sheet A-1) incorrectly states the lot area is 21,136 square feet. The shape and dimensions of the house and deck shown on the submitted Site Plan also do not match the 2022 aerial photo. By staff estimation, using the Village's Geographic Information System (GIS) measuring tool, the impervious coverage is approximately 41.19%. To be conservative, staff published the required Legal Notice to reflect an approximated impervious coverage of 45%. Staff performed a rough calculation and determined that there is approximately 7,960 square feet of existing impervious area, or 39.75%. The proposed 288 square foot pergola would increase this amount to 8,248 square feet, exceeding the 8,010 square feet permitted by approximately 238 square feet, for a total of 41.19%, therefore requiring a variation.
- 5. The proposed material for the pergola posts is 6' by 6' treated woods posts, with 2'-10" brick veneer bases capped with a 2<sup>4</sup>/<sub>4</sub>" stone cap. The proposed roof includes asphalt shingles to match the existing house.
- 6. Per the proposed Site Plan, the proposed pergola will comply with the required minimum 10' side and rear yard setbacks. The pergola would be 30'-4" from the east side lot line and 32'-6" from the rear lot line.
- 7. Both the pool and the proposed pergola will be located outside of the 30' required rear yard. As such, the 30% maximum rear yard coverage is not an issue.

## Standards for Variations

The applicant is requesting (1) a variation from Article 5, Section D, Part 2 (b)(1) of the Village of Frankfort Zoning Ordinance to permit the construction of an accessory structure that is larger than 250 square feet; and (2) a variation from Article 6, Section B, Part 1 of the Frankfort Zoning Ordinance, to allow an increase of the maximum impervious coverage from 40 percent to approximately 41 percent.

For reference during the workshop, Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Zoning Board of Appeals must use to evaluate every variation request.

- a. The Zoning Board of Appeals shall not vary the provisions of this Ordinance as authorized in this Article 3, Section B, unless they have made findings based upon the evidence presented to it in the following cases:
  - 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
  - 2. That the plight of the owner is due to unique circumstances;
  - 3. That the variation, if granted, will not alter the essential character of the locality.
- b. For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making this determination, whenever there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:
  - 1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
  - 2. That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
  - 3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
  - 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
  - 5. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;
  - 6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood;
  - 7. That the proposed variation will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

### Findings for Consideration

The Plan Commission/Zoning Board of Appeals finds:

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
- 2. That the plight of the owner is due to unique circumstances;
- 3. That the variation, if granted, will not alter the essential character of the locality.

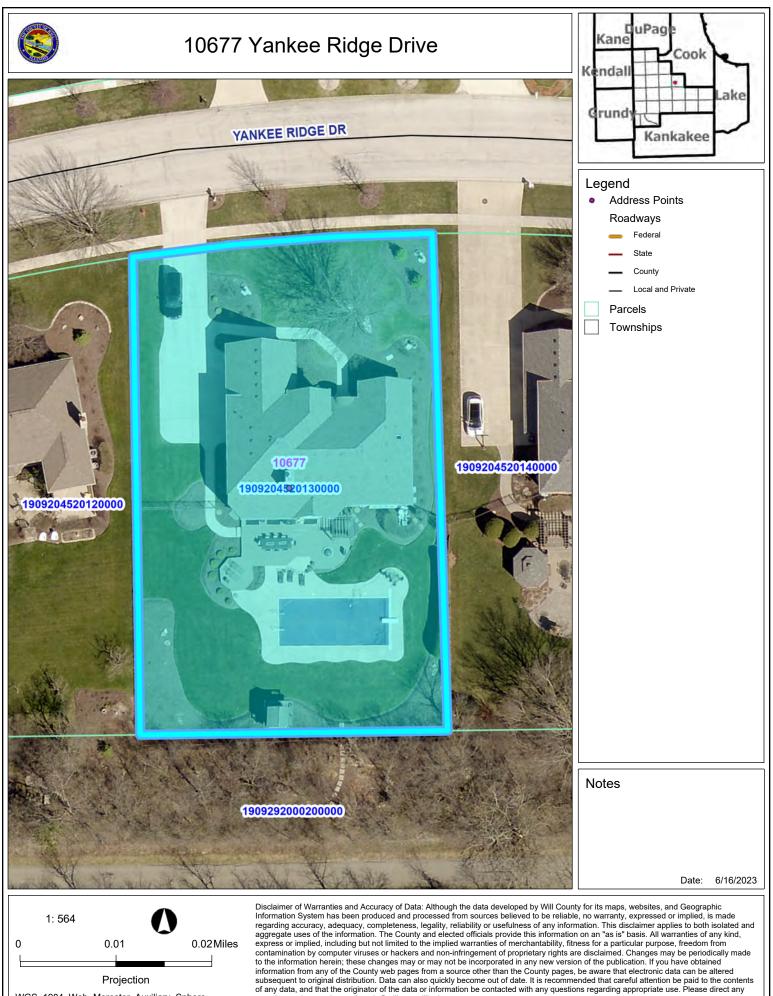
For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making this determination, whenever there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

- 1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;
- 2. That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
- 3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
- 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- 5. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;
- 6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood;
- 7. That the proposed variation will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

### Affirmative Motion -

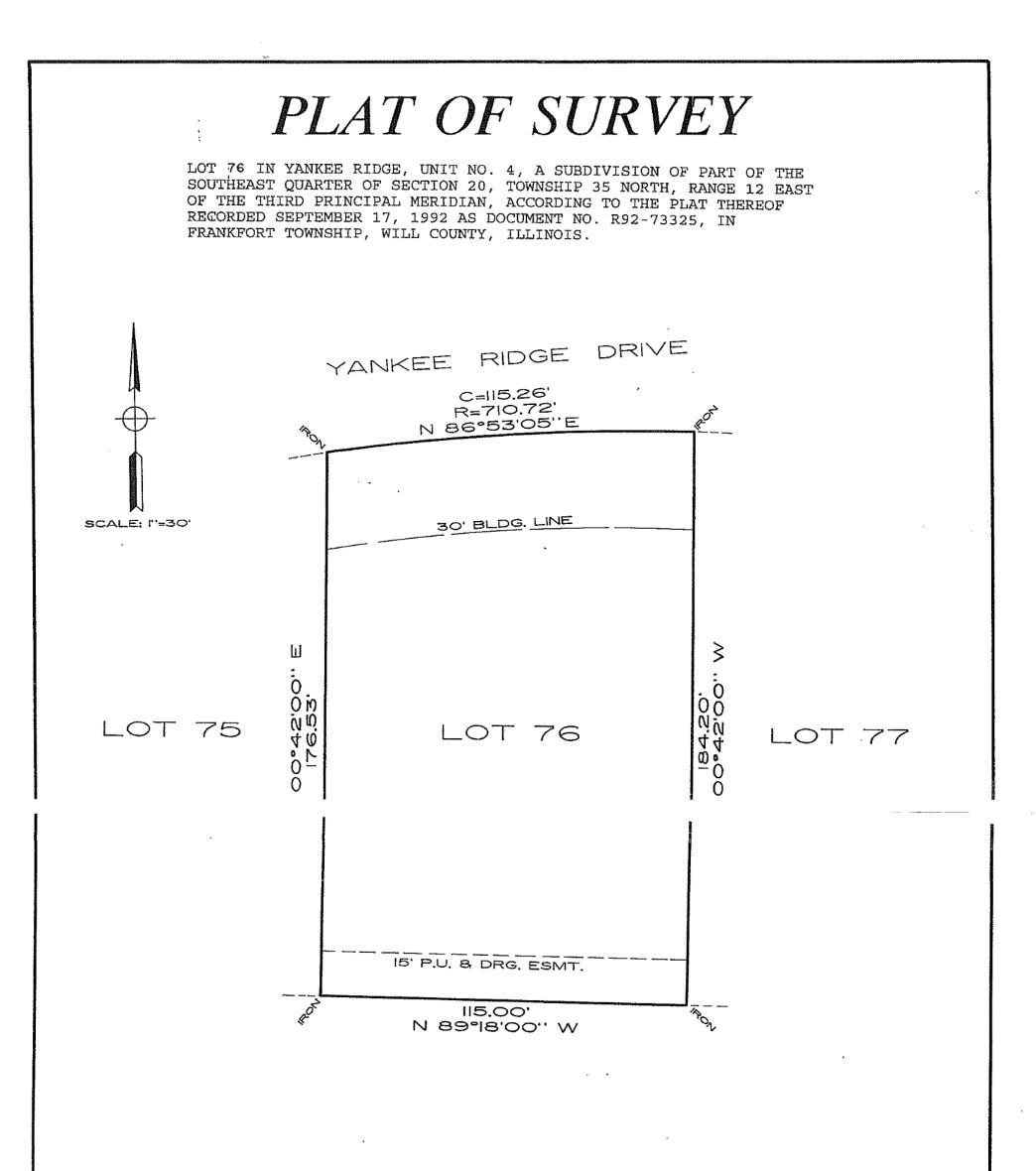
For the Commission's consideration, staff is providing the following proposed affirmative motions.

- Recommend the Village Board approve a variation from Article 5, Section D, Part 2 (b)(1) of the Village of Frankfort Zoning Ordinance to permit the construction of a 288 square foot pergola, whereas 250 square feet is permitted, in the R-2 Single-Family Residential District located at 10677 Yankee Ridge Drive in accordance with the submitted plans, public testimony, and Findings of Fact.
- Recommend the Village Board approve a variation from Article 6, Section B, Part 1 of the Frankfort Zoning Ordinance, to allow an increase of the maximum impervious coverage from 40 percent to approximately 41 percent, in the R-2 Single-Family Residential District located at 10677 Yankee Ridge Drive in accordance with the submitted plans, public testimony, and Findings of Fact.



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questions or issues via email to gis@willcountyillinois.com.



STATE OF ILLINOIS ) COUNTY OF WILL )

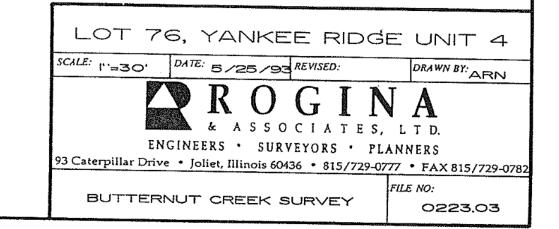
I, ROBERT A. ROGINA, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2017, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT THIS PLAT OF SURVEY IS A CORPECT REPRESENTATION THEREOF.

DATED THIS 25th DAY OF	Mar 19	93
	(Vb)	
ROBERT A. ROGINA	(.)	

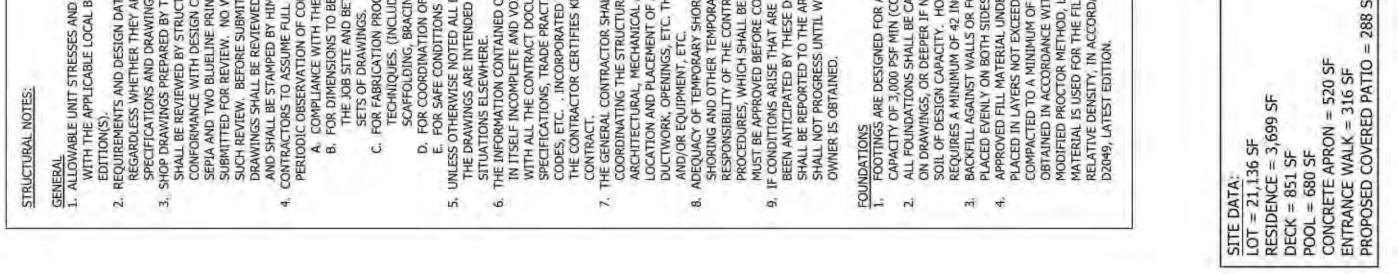
COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.

REFER TO DEED OR GUARANTEE TITLE POLICY FOR BUILDING LINE RESTRICTIONS OR EASEMENTS NOT SHOWN ON PLAT OF SURVEY.

TO INSURE AUTHENTICITY OF ANY COPIES, THEY MUST BEAR THE SURVEYOR'S IMPRESSED SEAL.

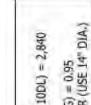


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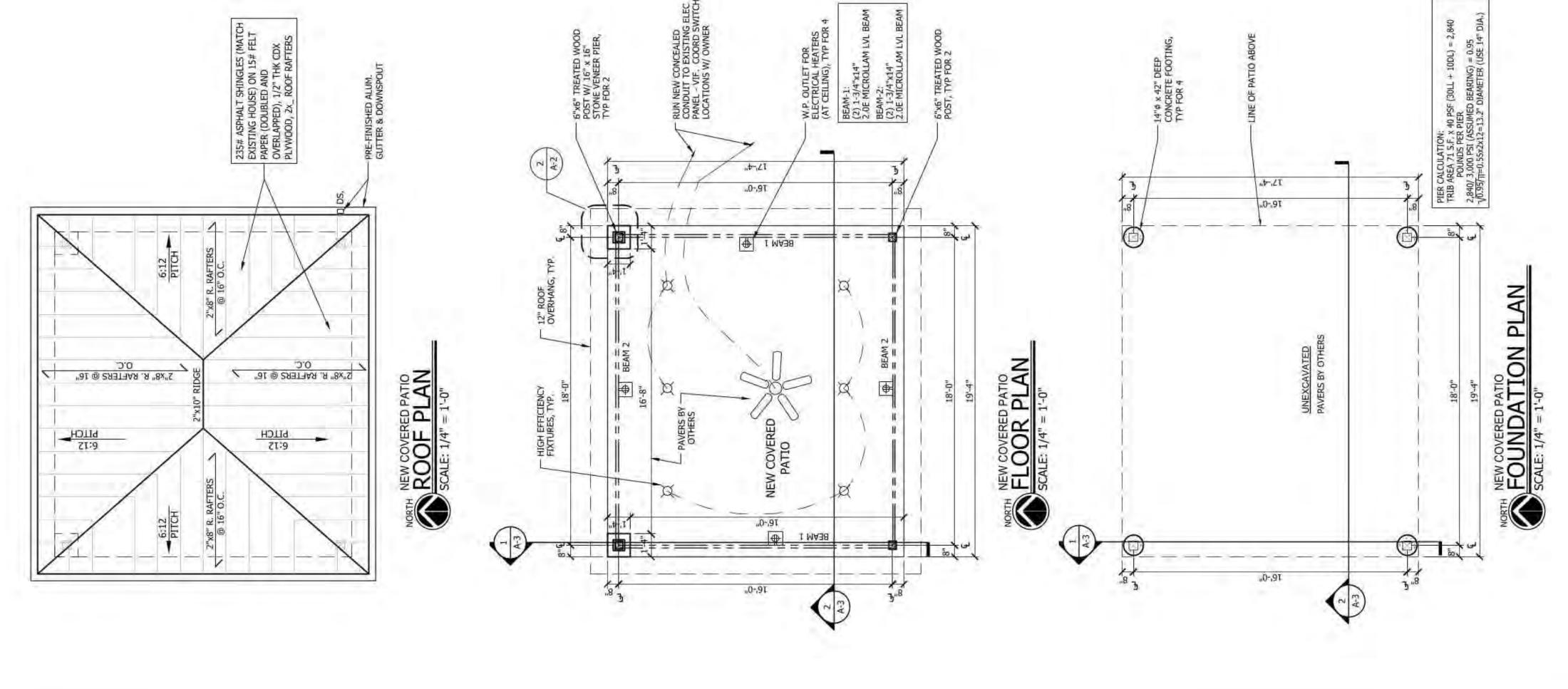




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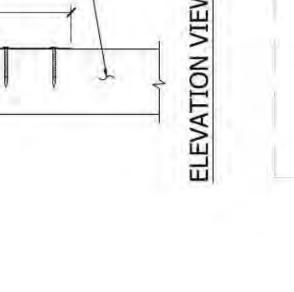
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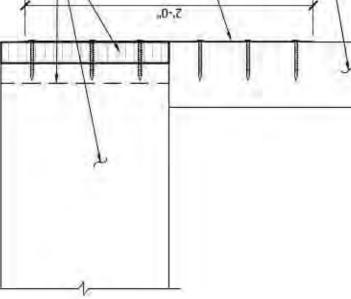
ROBERT JURIS & ASSOCIATES RCHITECTS, LTD. 9500 BORMET DRIVE, SUITE #205 MOKENA, IL 60448 (815) 806-0146 www.rjaarchitects.com	IL. LICENSE NUMBER: 001-022816 IL. LICENSE NUMBER: 001-022816 PROFESSIONAL DESIGN FIRM REGISTRATION: STATE OF ILLINOIS CORPORATE LICENSE #184-000167 ELECTRONIC FILE WARNING ELECTRONIC FILE WARNING Frors may occur in transmission of electronic files. Robert Juris & Associates, Ltd. is not responsible for any claims, damages or expenses arising out of the use of the information contained in electronic files. Electronic files may not accurately reflect the final design conditions. If is the responsibility of the user to verify all layouts, dimensions, and other related information.			I ISSUE FOR REVIEW 05/17/2023 No. ISSUES & REVISIONS DATE CLENT CLENT	NEW COVERED PATIO STRUCTURE ADRES 10677 YANKEE RIDGE DR. FRANKFORT, IL 60423	EXTERIOR ELEVATIONS & SECTION & DETAIL	(a) 2023 Robert Juris & Associates Architects, Ltd. These pairs are protected under the copyright laws of the United States and repars and remodeling of the structures of these pairs and repars index neuropean structures defined in the contract herewen the Architect and houses and is position of the structure of structures a violation of the structure of the structures a violation of the structures a structures a violation of the structures areas a full structure of the structure the structure of the structure of the structure of the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure of the structure of the structure the structure of the structure o
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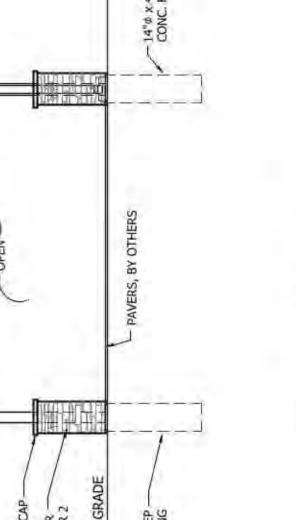




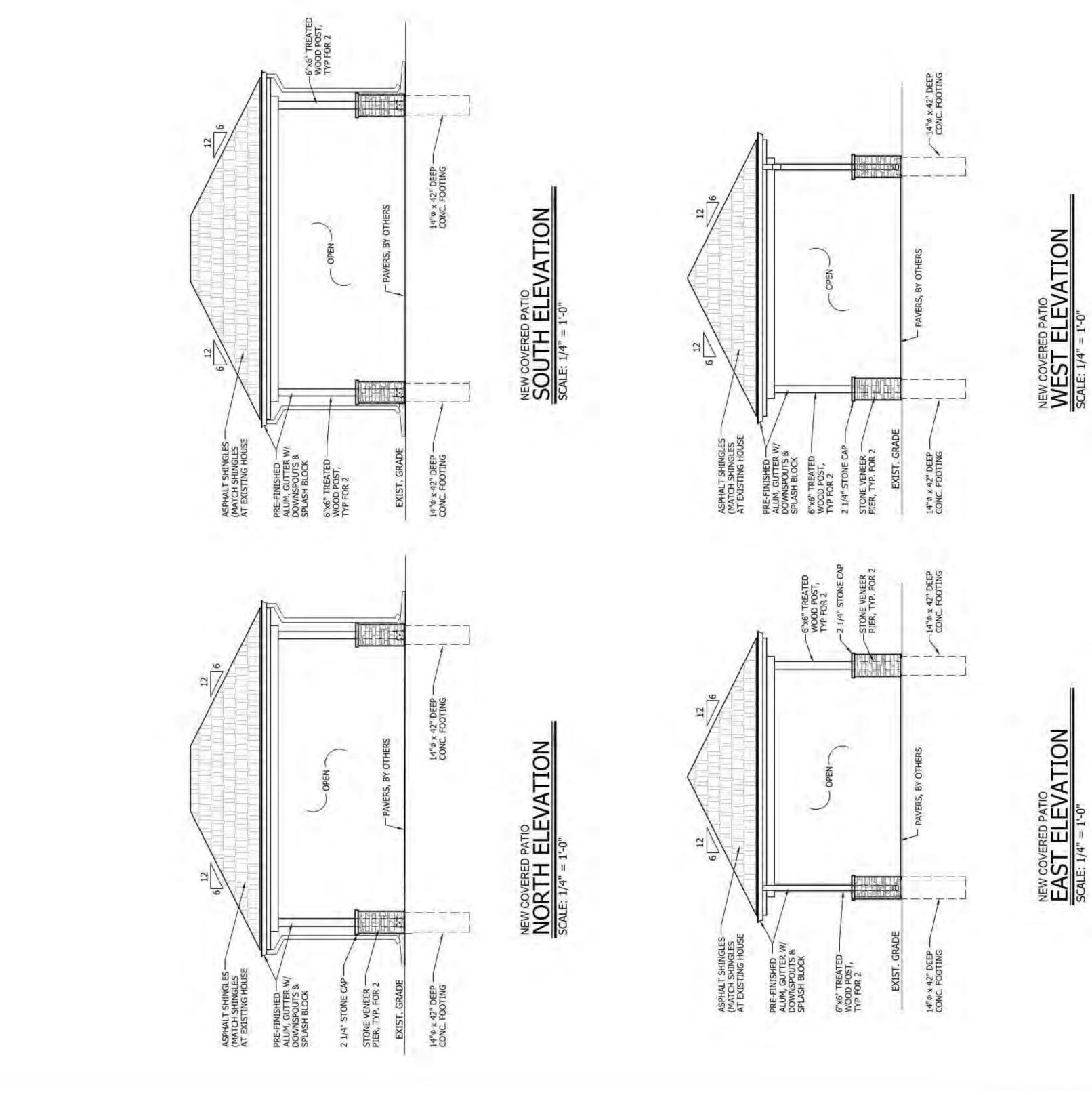
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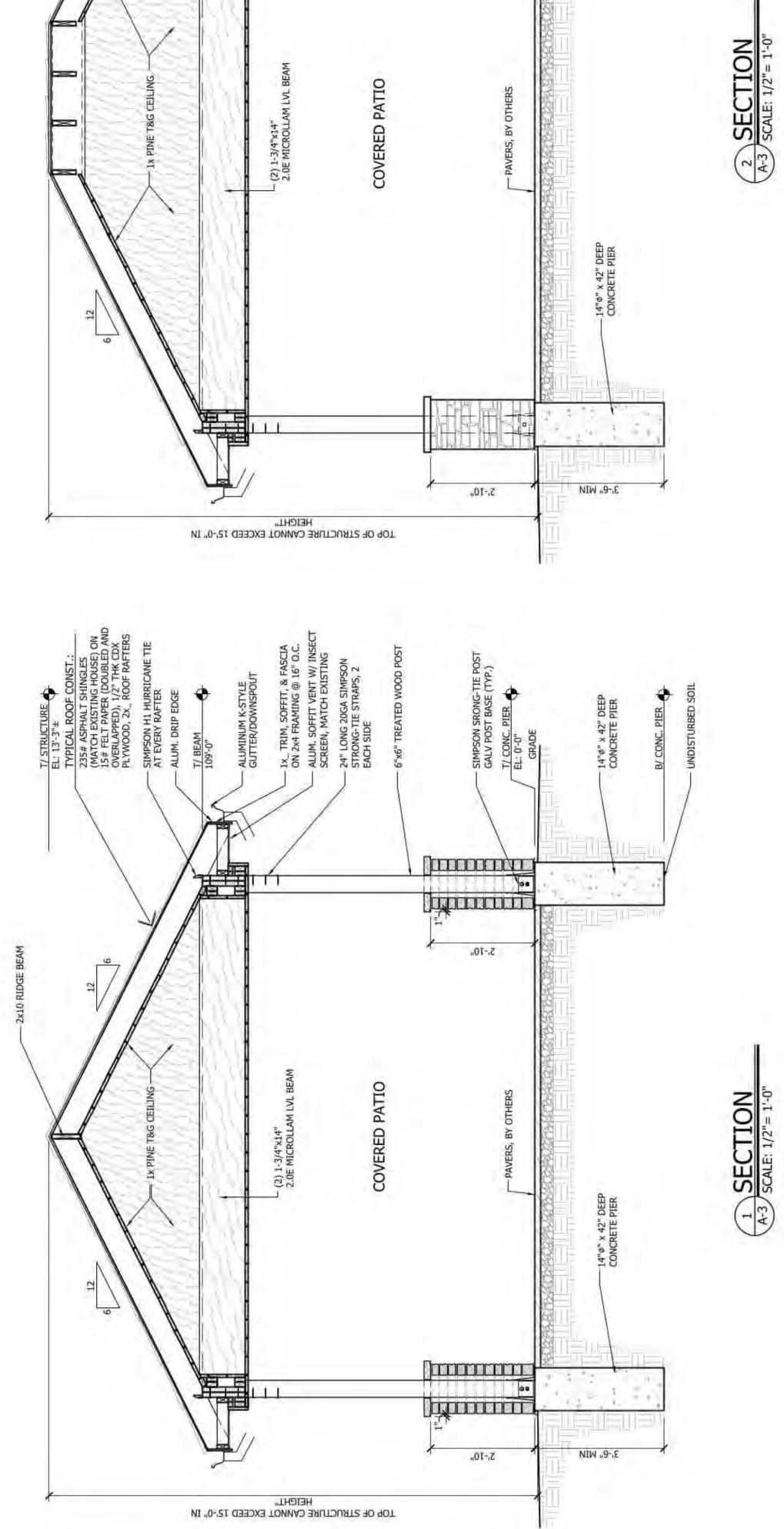






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## Application for Plan Commission / Zoning Board of Appeals Review Standards of Variation

Article 3, Section B, Part 3 of the Village of Frankfort Zoning Ordinance lists "findings" or "standards" that the Zoning Board of Appeals must use to evaluate every variation request. The Zoning Board of Appeals must answer the following three findings favorable to the applicant based upon the evidence provided. To assist the Zoning Board of Appeals in their review of the variation request(s), please provide responses to the following "Standards of Variation." Please attach additional pages as necessary.

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;
- 2. That the plight of the owner is due to unique circumstances; and
- 3. That the variation, if granted, will not alter the essential character of the locality.

For the purpose of supplementing the above standards, the Zoning Board of Appeals also determines if the following seven facts, favorable to the applicant, have been established by the evidence. Please provide responses to the following additional "Standards of Variation."

1. That the particular physical surroundings, shape or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;

- 2. That the conditions upon which the petition for variation is based would not be applicable, generally, to other property within the same zoning classification;
- 3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
- 4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- 5. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;
- 6. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood; or
- 7. That the proposed variation will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

1. We believe that the limits of ordinance for accessory structure in this application are harmful and inconsistent with the current residence in comparison to the subdivisions material requirements, HOA requirements and subdivision brand.

Yankee Ridge subdivision has always maintained the highest requirement for lot size, unique architecture, premium building materials, etc. In the construction of our home we have only used the highest degree of materials, i.e. Roofing, masonry, windows, concrete drive, one-of-a-kind architecture, etc. In addition to the exterior, we have used throughout the interior only the finest finishes and appointments.

The requested variance is designed to stay consistent with the entire home by matching the size of the proposed structure with the surrounding structures, pool, deck, lot size, home in order to maintain a uniform look.

A smaller structure of less than 16 by 18 would produce an outcome that wouldn't match the surrounding home or its desired functionality thus producing a negative affect much like not putting in granite counter tops, installing an asphalt driveway, cheap windows or hollow core door would be in a premium home.

2. Due to the size of the lot and the surrounding uses, pool, deck, etc., we feel the the proposed structure best suits the consistency of the home.

3. We believe that not only will the variance add character but will match/ elevate the locality and have no harmful effects.



1. N/A

2. N/A

3. The purpose of the variance request is to maintain consistency with the existing residence and subdivision qualities.

4. None

5. The variance request will not have any impact on the surrounding residences or neighborhood.

6. No impact.

7. No impact to air.



### MINUTES MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS APRIL 14, 2022–VILLAGE ADMINISTRATION BUILDING 432 W. NEBRASKA STREET

Call to Order:	Chair Rigoni called the meeting to order at 6:31 P.M.
Commissioners Present:	Chair Maura Rigoni, Dan Knieriem, Will Markunas, Nichole Schaeffer, David Hogan
Commissioners Absent:	Ken Guevara
Staff Present:	Director of Community and Economic Development Mike Schwarz, Senior Planner, Christopher Gruba
Elected Officials Present:	Trustee Borrelli, Trustee Rossi, Mayor Ogle

Chair Rigoni noted that there were a number of members of the public in attendance. She provided an overview of the meeting process.

### A. Approval of the Minutes from March 24, 2022

Motion (#1): Approval of the minutes, as presented, from March 24, 2022

Motion by: Knieriem Seconded by: Schaeffer

Approved: (5-0)

### B. Public Hearing: Olde Stone Village 1st Addition

Chair Rigoni stated that the applicant has requested that this item be tabled until the meeting of April 28, 2022.

Motion (#2): Motion to close the table to April 28, 2022.

Motion by: Markunas Seconded by: Schaeffer

Approved: (5-0)

### C. Workshop: 10677 Yankee Ridge Drive - Variation for Accessory Structure Area

Senior Planner Chris Gruba presented the staff report.

Chair Rigoni invited the applicant to the podium. Todd Morgan approached the

Minutes of the Plan Commission/Zoning Board of Appeals - April 14, 2022

podium. He provided some background on when he initially filed the application. He added that a neighbor was approved for a larger pool cabana around that time. He went on to explain that he measured everything on the lot and is should be accurate. He stated that he was a Village Trustee for 15 years and wrote many of the ordinances.

Chair Rigoni asked Mr. Morgan if he was seeking a height variation.

Mr. Morgan replied that his not seeking a height variation and the pool cabana will be less than 15 feet in height.

Commissioner Hogan asked what the size of the pool cabana would be.

Mr. Morgan replied it would be 16' x 18'.

Commissioner Schaeffer asked what the materials would be.

Mr. Morgan replied that the roof will have shingles to match the house and there will be brick or stone pillars.

Commissioner Markunas asked about the retaining wall.

Mr. Morgan replied that it will be stone to match the materials and colors of the house.

Commissioner Markunas asked if there is any intention to enclose the cabana and add doors and windows.

Mr. Morgan replied no.

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Commissioner Knieriem asked about the measurements again as far as the impervious surface.

Mike Schwarz stated that staff estimated the impervious surface using GIS and believes that the applicant would be under the maximum percentage that is allowed.

Chair Rigoni asked staff what amount of variation was approved for the other recent application at 10650 Yankee Ridge Drive.

Chris Gruba replied that it was initially a request for 288 square feet and it was approved at 255 square feet.

Chair Rigoni stated that she is struggling with granting a variation that exceeds the 250-foot maximum that was just approved with a recent Zoning Ordinance amendment. Also, what the structure will look like is very important.

Chair Rigoni asked the applicant to provide more information for the public hearing.