



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA

ECONOMIC DEVELOPMENT COMMITTEE MEETING

Tuesday, August 7, 2018

6:00 p.m.

City Hall Conference Room

800 Game Farm Road, Yorkville, IL

This meeting has been cancelled.



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AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING

Tuesday, August 7, 2018

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: July 3, 2018

New Business:

1. EDC 2018-55 Building Permit Report for June 2018
2. EDC 2018-56 Building Inspection Report for June 2018
3. EDC 2018-57 Property Maintenance Report for June 2018
4. EDC 2018-58 Economic Development Report for July 2018
5. EDC 2018-59 Payment of Materials to All Union Fence for Proposed Work at 206 Heustis Street
6. EDC 2018-60 Prestwick of Yorkville – Unit 1 (Ashley Pointe Subdivision) – Restated Declarations of HOA Covenants and Estoppel Letter

Old Business:

Additional Business:

2018/2019 City Council Goals – Economic Development Committee		
Goal	Priority	Staff
“Manufacturing and Industrial Development”	1	Bart Olson, Krysti Barksdale-Noble, Erin Willrett, Lynn Dubajic, Eric Dhuse & Brad Sanderson
“Downtown Planning”	2	Bart Olson, Krysti Barksdale-Noble & Erin Willrett
“Riverfront Development”	3	Bart Olson, Tim Evans & Krysti Barksdale-Noble
“Southside Development”	4	Bart Olson, Krysti Barksdale-Noble & Lynn Dubajic
“Revenue Growth”	8	Rob Fredrickson, Krysti Barksdale-Noble & Lynn Dubajic
“Entrance Signage”	12	Krysti Barksdale-Noble & Erin Willrett

UNITED CITY OF YORKVILLE
WORKSHEET
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, August 7, 2018
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. July 3, 2018
 - ☐ Approved _____
 - ☐ As presented
 - ☐ With corrections

NEW BUSINESS:

1. EDC 2018-55 Building Permit Report for June 2018
 - ☐ Moved forward to CC _____ consent agenda? Y N
 - ☐ Approved by Committee _____
 - ☐ Bring back to Committee _____
 - ☐ Informational Item
 - ☐ Notes _____

2. EDC 2018-56 Building Inspection Report for June 2018

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. EDC 2018-57 Property Maintenance Report for June 2018

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. EDC 2018-58 Economic Development Report for July 2018

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. EDC 2018-59 Payment of Materials to All Union Fence for Proposed Work at 206 Heustis Street

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. EDC 2018-60 Prestwick of Yorkville – Unit 1 (Ashley Pointe Subdivision) – Restated Declarations of
HOA Covenants and Estoppel Letter

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – July 3, 2018

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: _____ Minute Taker

Name

Department

Agenda Item Notes:

DRAFT

**UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, July 3, 2018, 6:00pm
City Conference Room**

In Attendance:

Committee Members

Chairman Ken Koch
Alderman Carlo Colosimo

Alderman Alex Hernandez
Alderman Joel Frieders

Other City Officials

City Administrator Bart Olson
Community Development Director Krysti Barksdale-Noble
Alderman Chris Funkhouser

Senior Planner Jason Engberg
Code Official Pete Ratos

Other Guests

Lynn Dubajic, City Consultant

The meeting was called to order by Chairman Ken Koch at 6:00pm.

Citizen Comments: None

Minutes for Correction/Approval: June 5, 2018

Alderman Colosimo asked to have more detail included in the forced annexation discussion, reflecting that it is the resident's option to connect to well/city services. The minutes were approved with that revision on a unanimous voice vote.

New Business

1. EDC 2018-49 Building Permit Report for May 2018

Mr. Ratos said there were 18 single family homes, 83 miscellaneous (fences/decks) and 12 commercial permits issued. Mr. Olson noted single family homes were 40% higher in a year-over-year comparison.

2. EDC 2018-50 Building Inspection Report for May 2018

Inspections for May totaled 196, many of which were single-family. Mr. Ratos said inspections will skyrocket due to building by Horton.

3. EDC 2018-51 Property Maintenance Report for May 2018

One violation for rubbish resulted in a hearing, however, the trash was eventually moved and the case dismissed. Chairman Koch inquired about the tall grass issue on south Rt. 47. The owner requested a variance to allow the grass to grow taller than 8 inches and any further correspondence will be referred to the city attorney. A property across the street under different ownership was also in violation for tall grass. Alderman Colosimo

reported gravel being dumped and skids of grass left on the road in Windett Ridge. Mr. Ratos asked to be notified in these cases and said he has cited one builder. There was a brief discussion of how this property has changed ownership several times.

4. EDC 2018-52 Economic Development Report for June 2018

Ms. Dubajic reported the following:

1. Burger King will build next to Jiffy Lube.
2. Previous Hardee's building will be re-purposed to another national restaurant. Alderman Frieders asked if access can be given there and to the Dunkin' Donuts. An agreement would be needed among the property owners.
3. New tenant will be located in the Cobblestone space, will open a sandwich/coffee/tea restaurant and a retail component, open in September.
4. Opening for banquet hall on south side, pushed back to December.
5. Aldi's has begun their remodel, will close end of August through September. Number of parking spaces has diminished temporarily.

5. EDC 2018-53 B&F Inspection Agreement Amendment

The number of inspections has increased greatly and the previous agreement with B&F included commercial inspections. B&F has started to do home inspections as well and there was no fee included in the original agreement. Their standard fee is \$40 for a single family inspection and \$80 minimum per day, per inspector. Ms. Noble requested an addendum to the original agreement. Alderman Colosimo asked if an analysis has been done to determine if it is more efficient to hire a full or part-time employee for the city. Staff is still reviewing that option and Mr. Ratos added his department did 4,800 inspections last year. This items moves to the consent agenda.

6. EDC 2018-54 Downtown Overlay District

The committee discussed the feedback from the June 22nd open house which 10 people attended and Ms. Noble also asked for feedback from the committee. Alderman Colosimo said the visuals such as graphs and photos were very helpful. Alderman Hernandez commented that turning onto Rt. 47 from Hydraulic is very dangerous and that traffic needs to be slowed. Suggestions were a mirror for more visibility, barricading Hydraulic at Rt. 47 on the east side for pedestrian use and pavement treatments to slow traffic. If Hydraulic is shut down, it was noted there are still some businesses that operate on E. Hydraulic. Staff will investigate ingress/egress for these businesses if Hydraulic is closed. Alderman Colosimo said he liked the idea of decorative lights across Rt. 47 and that it slows traffic and is distinctive. He said a pedestrian bridge across 47 would be helpful also. The lighting could be done in the near future and costs are being reviewed. Alderman Koch suggested painting the grain tower to eliminate the rust. Other suggestions were to have street artists do the painting and possibly have them paint murals.

Alderman Frieders cited Plainfield as a good example of their downtown and it was noted that semi trucks are directed away from the downtown. Alderman Koch noted that the Eldamain bridge will help route traffic off Rt. 47.

Mr. Olson said the island in the river is eroding and the state has set aside money to stabilize it.

The Yak Shack is now closed and there is a proposal to demolish the building. Alderman Frieders said visibility would be improved if it was torn down and suggested it be used for parking, to allow for increased festival attendance.

Old Business

1. CC 2018-25 Downtown Branding & Wayfinding Signage Program

Wording for wayfinding signage was discussed along with a kiosk to display more specific business information. Lighting for the kiosk and possible touch interactive signs were also considered. Updating signs regularly was requested. The committee decided the wording for the wayfinding signs will be “restaurants” and “eateries” as well as “music and drinks” near the Law Office. Alderman Funkhouser asked about advertising on the kiosks to help pay for them.

Additional Business None

There was no further business and the meeting adjourned at 7:11pm.

Minutes respectfully submitted by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

EDC 2018-55

Agenda Item Summary Memo

Title: Building Permit Report for June 2018

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: All permits issued in June 2018.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

June 2018

TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
June 2018	123	30	0	0	0	11	0	81	61,748,401.00	248,887.93
Calendar Year 2018	543	90	14	36	0	79	0	324	31,278,361.00	1,521,112.55
Fiscal Period 2018	237	48	0	0	0	23	0	166	14,925,169.00	430,762.49
June 2017	92	2	13	0	0	8	0	69	16,688,860.00	559,688.70
Calendar Year 2017	452	27	49	0	0	71	0	305	31,577,273.00	1,343,479.34
Fiscal Period 2017	219	11	21	0	0	27	0	160	20,983,929.00	759,269.81
June 2016	109	0	15	0	0	13	0	81	4,490,566.00	196,837.61
Calendar Year 2016	430	14	53	0	0	64	0	299	18,502,673.00	845,806.19
Fiscal Period 2016	209	7	23	0	0	23	0	156	10,020,497.00	382,404.85
June 2015	75	1	6	0	0	5	0	63	1,620,358.00	82,035.45
Calendar Year 2015	296	5	37	0	0	50	0	204	39,559,291.00	609,718.79
Fiscal Period 2015	151	4	15	0	0	13	0	119	4,053,281.00	195,998.83



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

EDC 2018-56

Agenda Item Summary Memo

Title: Building Inspection Report for June 2018

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: All inspections scheduled in June 2018.

Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert Community Development
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*

DATE: 07/02/2018
TIME: 08:33:02
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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 1

INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
TK	_____	018-EFL ENGINEERING - FINAL INSPE	20150158	1367 SLATE DR	333	06/15/2018	
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20150423	2732 LILAC CT	332	06/15/2018	
TK	_____	017-EFL ENGINEERING - FINAL INSPE	20150552	2752 LILAC CT	330	06/15/2018	
TK	_____	019-EFL ENGINEERING - FINAL INSPE	20160185	2721 LILAC CT	324	06/15/2018	
BF	_____	010-PLR PLUMBING - ROUGH	20160881	2347 WINTERTHUR GREEN	186		06/11/2018
BC	_____	011-REL ROUGH ELECTRICAL					06/11/2018
BC	_____	012-RFR ROUGH FRAMING					06/11/2018
BC	_____	013-RMC ROUGH MECHANICAL					06/11/2018
BC	_____	014-INS INSULATION					06/13/2018
BF	_____	015-WKS PUBLIC & SERVICE WALKS Comments1: WINDETT RIDGE, COMEX					06/29/2018
BC	_____	003-FIN FINAL INSPECTION	20170237	337 PENSACOLA ST	1142		06/14/2018
PR	_____	PM 026-RFR ROUGH FRAMING Comments1: SOUTH HALLWAYS	20170301	1690 CANNONBALL TR		06/13/2018	
PR	_____	PM 027-RFR ROUGH FRAMING				06/14/2018	
BF	_____	AM 028-RFR ROUGH FRAMING Comments1: AS NOTED					06/20/2018
BC	_____	001-RFR ROUGH FRAMING	20170436	1581-1585 SYCAMORE RD			06/27/2018
BC	_____	002-REL ROUGH ELECTRICAL					06/27/2018
PR	_____	016-ABC ABOVE CEILING	20170456	580 E VETERANS PKWY			06/01/2018
PR	_____	017-UGE UNDERGROUND ELECTRIC					06/05/2018
BC	_____	018-PPS PRE-POUR, SLAB ON GRADE					06/18/2018
BC	_____	019-FTG FOOTING					06/18/2018
BC	_____	020-PPS PRE-POUR, SLAB ON GRADE					06/20/2018
BF	_____	021-PPS PRE-POUR, SLAB ON GRADE					06/25/2018
BF	_____	AM 022-PPS PRE-POUR, SLAB ON GRADE Comments1: DUMPSTER PAD & WEST SIDE PAVING, SOPRIS					06/27/2018

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		016-INS INSULATION Comments1: INSPECT BASEMENT AT FINAL	20170507	311 SUTTON ST	195		06/05/2018
BF		AM 017-WKS PUBLIC & SERVICE WALKS Comments1: WINDETT RIDGE, COMEX					06/29/2018
TK		019-EFL ENGINEERING - FINAL INSPE	20170614	2736 CRANSTON CIR	117		06/14/2018
TK		019-EFL ENGINEERING - FINAL INSPE	20170615	2732 CRANSTON CIR	118		06/14/2018
TK		019-EFL ENGINEERING - FINAL INSPE	20170616	2728 CRANSTON CIR	119		06/14/2018
TK		018-EFL ENGINEERING - FINAL INSPE	20170617	2707 CRANSTON CIR	123		06/14/2018
TK		019-EFL ENGINEERING - FINAL INSPE	20170670	3188 BOOMBAH BLVD	134		06/21/2018
BC		002-RFR ROUGH FRAMING	20170773	1377 SLATE DR	334		06/26/2018
TK		018-EFL ENGINEERING - FINAL INSPE	20170817	3178 BOOMBAH BLVD	131		06/21/2018
BF		013-ABC ABOVE CEILING	20170824	1100 W VETERANS PKWY			06/19/2018
BC		001-PHD POST HOLE - DECK	20170867	302 BLAINE ST			06/01/2018
BC		002-RFR ROUGH FRAMING					06/06/2018
BC		003-FIN FINAL INSPECTION					06/20/2018
TK		020-EFL ENGINEERING - FINAL INSPE	20170888	941 PURCELL ST	62		06/14/2018
BF		009-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT FOR FR, ELE & MECH	20170900	1926 RENA LN	11		06/22/2018
BF		010-REL ROUGH ELECTRICAL					06/22/2018
BF		011-RMC ROUGH MECHANICAL					06/22/2018
BF		012-PLR PLUMBING - ROUGH				06/22/2018	
BF		009-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT FOR FRAMING, ELE & Comments2: MECH	20170901	1924 RENA LN	11		06/22/2018
BF		010-REL ROUGH ELECTRICAL					06/22/2018
BF		011-RMC ROUGH MECHANICAL					06/22/2018
BF		012-PLR PLUMBING - ROUGH					06/22/2018

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		008-WKS PUBLIC & SERVICE WALKS	20170902	1922 RENA LN	11		06/15/2018
BF		009-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT					06/22/2018
BF		010-REL ROUGH ELECTRICAL Comments1: SEE INSPECTION REPORT					06/22/2018
BF		011-RMC ROUGH MECHANICAL Comments1: SEE INSPECTION REPORT					06/22/2018
BF		012-PLR PLUMBING - ROUGH Comments1: PROVIDE PROPER BRACING ON ALL PVC LINE					06/22/2018
BF		008-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT FOR FR, ELE & MECH	20170903	1928 RENA LN	11		06/22/2018
BF		009-REL ROUGH ELECTRICAL					06/22/2018
BF		010-RMC ROUGH MECHANICAL					06/22/2018
BF		011-PLR PLUMBING - ROUGH					06/22/2018
BF		009-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT	20170904	1920 RENA LN	11		06/22/2018
BF		010-REL ROUGH ELECTRICAL Comments1: SEE INSPECTION REPORT					06/22/2018
BF		011-RMC ROUGH MECHANICAL Comments1: SEE INSPECTION REPORT					06/22/2018
BF		012-PLR PLUMBING - ROUGH Comments1: COMPLETE ALL VENTING, PROVIDE AP PROPER Comments2: BRACING ON ALL PVC (SEE INSP REPORT)					06/22/2018
BF		009-RFR ROUGH FRAMING Comments1: SEE INSPECTION REPORT FOR FR, ELE & MECH	20170905	1932 RENA LN	11		06/22/2018
BF		010-REL ROUGH ELECTRICAL					06/22/2018
BF		011-RMC ROUGH MECHANICAL					06/22/2018
BF		012-PLR PLUMBING - ROUGH				06/22/2018	
BF		013-WKS PUBLIC & SERVICE WALKS	20170920	521 OMAHA DR	4		06/01/2018
BF		014-PPS PRE-POUR, SLAB ON GRADE				06/01/2018	

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC		016-FIN FINAL INSPECTION					06/25/2018
BF		018-PLF PLUMBING - FINAL OSR READ					06/25/2018
PWK		019-EFL ENGINEERING - FINAL INSPE					06/27/2018
BF	11:00	001-FTG FOOTING Comments1: GRANDE RESERVE, UPLAND GEORGE	20170929	3156 MATLOCK DR	670		06/28/2018
BF		AM 001-FTG FOOTING Comments1: GRANDE RESERVE, UPLAND	20170932	3176 MATLOCK DR	665		06/29/2018
BF	11:00	001-FTG FOOTING Comments1: GRANDE RESERVE UPLAND GEORGE	20170942	3167 MATLOCK DR	659		06/28/2018
PR		002-FIN FINAL INSPECTION	20170958	220 S BRIDGE ST			05/31/2018
PR		003-PLF PLUMBING - FINAL OSR READ					05/31/2018
BF		014-WKS PUBLIC & SERVICE WALKS	20170991	984 S CARLY CIR	109		06/14/2018
BF		015-EPW ENGINEERING- PUBLIC WALK					06/25/2018
BC		015-REI REINSPECTION Comments1: NO ACCESS TO BASEMENT CANNOT REINSPECT	20170992	996 S CARLY CIR	111		06/04/2018
BC		016-INS INSULATION					06/05/2018
BF		014-WKS PUBLIC & SERVICE WALKS	20170993	988 S CARLY CIR	110		06/14/2018
BF		008-GAR GARAGE FLOOR	20170994	967 N CARLY CIR	124		06/14/2018
BF		009-STP STOOP					06/14/2018
BF		AM 010-PLR PLUMBING - ROUGH					06/26/2018
BC		AM 011-REL ROUGH ELECTRICAL Comments1: SECURE CONDUIT WITH HANGERS --6' APART					06/26/2018
BC		AM 012-RFR ROUGH FRAMING Comments1: ADD ANCHOR BOLTS IN BASENET. 12" FROM EN Comments2: D OF GREEN PLATE TO 6' APART.					06/26/2018
BC		AM 013-RMC ROUGH MECHANICAL					06/26/2018
BC		019-REI REINSPECTION	20170995	1202 PATRICK CT	13		06/01/2018
TK		020-EFL ENGINEERING - FINAL INSPE Comments1: BBOX NOT KEYABLE					06/06/2018

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

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INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	014-GAR GARAGE FLOOR	20170998	1131 BLACKBERRY SHORE LN	47		06/06/2018
BF	_____	015-STP STOOP					06/06/2018
BF	_____	016-EPW ENGINEERING- PUBLIC WALK					06/20/2018
BC	_____	011-INS INSULATION	20171000	1963 MEADOWLARK LN	126		06/04/2018
BF	_____	012-STP STOOP					06/05/2018
BF	_____	013-PPS PRE-POUR, SLAB ON GRADE					06/05/2018
BF	_____	014-GAR GARAGE FLOOR					06/18/2018
BF	_____	016-WKS PUBLIC & SERVICE WALKS	20171002	2643 MCLELLAN BLVD	45		06/04/2018
BC	_____	018-FIN FINAL INSPECTION					06/12/2018
BF	_____	019-PLF PLUMBING - FINAL OSR READ					06/12/2018
BF	_____	015-WKS PUBLIC & SERVICE WALKS	20171003	2643 BURR ST	83		06/04/2018
BF	_____	017-WKS PUBLIC & SERVICE WALKS	20171004	2609 BURR ST	79		06/04/2018
BC	_____	018-FIN FINAL INSPECTION					06/18/2018
PR	_____	019-PLF PLUMBING - FINAL OSR READ					06/18/2018
TK	_____	020-EFL ENGINEERING - FINAL INSPE					06/15/2018
BF	_____	022-PLF PLUMBING - FINAL OSR READ	20180052	2811 SILVER SPRINGS CT	244		06/18/2018
BC	_____	023-FIN FINAL INSPECTION					06/18/2018
TK	_____	024-EFL ENGINEERING - FINAL INSPE					06/21/2018
BF	_____	007-PLU PLUMBING - UNDERSLAB	20180059	3184 PINWOOD DR	35		06/06/2018
BF	_____	019-FIN FINAL INSPECTION	20180060	4312 E MILLBROOK CIR	275		06/22/2018
BF	_____	020-PLF PLUMBING - FINAL OSR READ					06/22/2018
BF	_____	018-FIN FINAL INSPECTION	20180061	4420 E MILLBROOK CIR	263		06/08/2018
BF	_____	019-PLF PLUMBING - FINAL OSR READ					06/08/2018
TK	_____	020-EFL ENGINEERING - FINAL INSPE					06/14/2018

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UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 6

INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	018-WKS PUBLIC & SERVICE WALKS	20180072	2477 WILTON CT	127		06/01/2018
BF	_____	016-WKS PUBLIC & SERVICE WALKS	20180073	2435 FAIRFAX WAY	242		06/01/2018
BF	_____	017-FIN FINAL INSPECTION	20180102	3223 PINWOOD DR	24		06/08/2018
BF	_____	018-PLF PLUMBING - FINAL OSR READ					06/08/2018
BC	_____	004-FIN FINAL INSPECTION	20180109	3376 RYAN DR	64		06/11/2018
BF	_____	008-GAR GARAGE FLOOR	20180110	920 PURCELL ST	80		06/14/2018
BF	_____	009-STP STOOP					06/14/2018
BF	_____	010-RFR ROUGH FRAMING					06/22/2018
BF	_____	011-REL ROUGH ELECTRICAL					06/22/2018
BF	_____	012-RMC ROUGH MECHANICAL					06/22/2018
BF	_____	013-PLR PLUMBING - ROUGH					06/22/2018
BC	_____	014-REI REINSPECTION					06/26/2018
BF	_____	007-GAR GARAGE FLOOR	20180111	991 S CARLY CIR	89		06/26/2018
BC	_____	003-PHF POST HOLE - FENCE	20180114	531 PARKSIDE LN	96		06/12/2018
BC	_____	PM 001-FIN FINAL INSPECTION	20180118	804 MORGAN ST			06/14/2018
BF	11:00	001-FTG FOOTING Comments1: GRANDE RESERVE, UPLAND	20180120	3187 MATLOCK DR	663		06/27/2018
BF	_____	AM 002-FOU FOUNDATION Comments1: GRANDE RESERVE, UPLAND					06/29/2018
BF	_____	004-PLU PLUMBING - UNDERSLAB Comments1: INCOMPLETE	20180122	3143 PINWOOD DR	31		06/06/2018
BF	_____	023-PLF PLUMBING - FINAL OSR READ	20180124	3194 BOOMBAH BLVD	135		06/21/2018
BC	_____	024-FIN FINAL INSPECTION Comments1: PRESSURE RELIEF DISCHARGE PIPE ON WH EXC Comments2: EEDS 6".FROM FLOOR HVAC DUCT SUPPLY IN C Comments3: RAWLSPACE IS CRUSHED FLAT.GARBAGE DISP S Comments4: OUND TERRIBLE					06/21/2018
BC	_____	026-FIN FINAL INSPECTION Comments1: Reinspection					06/22/2018

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BC	_____	005-FIN FINAL INSPECTION	20180127	1151 MIDNIGHT PL	273		06/13/2018
PR	_____	006-PLF PLUMBING - FINAL OSR READ				06/13/2018	
BF	_____	016-WKS PUBLIC & SERVICE WALKS	20180128	2671 MCLELLAN BLVD	48	06/04/2018	
BC	_____	001-TRN TRENCH - (GAS, ELECTRIC, Comments1: ELEC RECEPTACLE MUST BE 6-10' FROM POOL	20180145	533 BLUESTEM DR			06/01/2018
BC	_____	003-REI REINSPECTION Comments1: TRENCH, POST HOLES				06/05/2018	
BC	_____	002-FIN FINAL INSPECTION	20180155	2447 FAIRFAX WAY	243		06/07/2018
BF	_____	003-BKF BACKFILL	20180158	1012 S CARLY CIR	113		06/05/2018
BF	_____	004-PLU PLUMBING - UNDERSLAB Comments1: BLACKBERRY WOODS, MEADOWBROOK BUILDERS					06/28/2018
PR	_____	004-PLU PLUMBING - UNDERSLAB	20180173	349 WESTWIND DR	35		06/22/2018
PR	_____	005-PLR PLUMBING - ROUGH					06/22/2018
PR	_____	006-RFR ROUGH FRAMING					06/22/2018
PR	_____	007-REL ROUGH ELECTRICAL					06/22/2018
PR	_____	008-RMC ROUGH MECHANICAL					06/22/2018
BC	_____	009-INS INSULATION					06/25/2018
BF	_____	010-BSM BASEMENT FLOOR Comments1: BRIARWOOD, SOPRIS					06/27/2018
BF	_____	011-STP STOOP					06/27/2018
BC	_____	008-RFR ROUGH FRAMING Comments1: R311.5.1 STAIR ATTACHMENT. R403.1.6 FOU Comments2: NDATION ANCHORAGE	20180180	2655 FAIRFAX WAY	257		06/14/2018
BC	_____	009-REL ROUGH ELECTRICAL					06/14/2018
BC	_____	010-RMC ROUGH MECHANICAL					06/14/2018
BF	_____	011-PLR PLUMBING - ROUGH					06/14/2018
BF	_____	012-PHD POST HOLE - DECK					06/14/2018

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BC	_____	013-INS INSULATION					06/20/2018
BC	_____	014-REI REINSPECTION				06/18/2018	
		Comments1: FRAMING					
BF	_____	015-WKS PUBLIC & SERVICE WALKS					06/29/2018
		Comments1: WINDETT RIDGE, COMEX					
BC	_____	002-REL ROUGH ELECTRICAL	20180181	3 W VETERANS PKWY			06/07/2018
BF	_____	005-PLF PLUMBING - FINAL OSR READ	20180192	2710 GOLDENROD DR	245		06/01/2018
BC	_____	006-FIN FINAL INSPECTION					06/01/2018
BF	_____	010-PLR PLUMBING - ROUGH	20180203	4449 E MILLBROOK CIR	226		06/04/2018
BF	_____	011-STK STACK TEST				06/04/2018	
BC	_____	012-REL ROUGH ELECTRICAL					06/04/2018
BC	_____	013-RFR ROUGH FRAMING					06/04/2018
BC	_____	014-RMC ROUGH MECHANICAL					06/04/2018
BC	_____	015-INS INSULATION					06/06/2018
BF	_____	016-EPW ENGINEERING- PUBLIC WALK					06/11/2018
BF	_____	005-PLR PLUMBING - ROUGH	20180204	2820 SHERIDAN CT	201		06/08/2018
BF	_____	006-STK STACK TEST				06/08/2018	
BC	_____	007-RFR ROUGH FRAMING					06/08/2018
BC	_____	008-REL ROUGH ELECTRICAL					06/08/2018
BC	_____	009-RMC ROUGH MECHANICAL					06/08/2018
BC	_____	010-INS INSULATION					06/12/2018
BF	_____	012-EPW ENGINEERING- PUBLIC WALK					06/08/2018
BF	_____	010-PLR PLUMBING - ROUGH	20180206	2835 SILVER SPRINGS CT	249		06/12/2018
PR	_____	011-REL ROUGH ELECTRICAL					06/12/2018
PR	_____	012-RFR ROUGH FRAMING					06/12/2018

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PR	_____	013-RMC ROUGH MECHANICAL					06/12/2018
BF	_____	014-STK STACK TEST				06/12/2018	
BC	_____	015-INS INSULATION					06/14/2018
BF	_____	AM 016-WKS PUBLIC & SERVICE WALKS					06/20/2018
BC	_____	007-RFR ROUGH FRAMING Comments1: CHECK ANCHOR BOLTS IN GARAGE AT FINAL	20180207	4428 E MILLBROOK CIR	261		06/15/2018
BC	_____	008-REL ROUGH ELECTRICAL					06/15/2018
BC	_____	009-RMC ROUGH MECHANICAL					06/15/2018
BF	_____	010-PLR PLUMBING - ROUGH					06/15/2018
BF	_____	011-STK STACK TEST				06/15/2018	
BC	_____	012-INS INSULATION					06/19/2018
BF	_____	AM 013-WKS PUBLIC & SERVICE WALKS					06/20/2018
BC	_____	012-INS INSULATION	20180209	574 SHADOW WOOD DR	95	06/06/2018	
BF	_____	013-PLR PLUMBING - ROUGH Comments1: REPAIR LEAKS ON 4" PVC DRAINS IN BASEMEN Comments2: T					06/04/2018
BF	_____	014-STK STACK TEST				06/04/2018	
BC	_____	015-RFR ROUGH FRAMING					06/04/2018
BC	_____	016-REL ROUGH ELECTRICAL					06/04/2018
BC	_____	017-RMC ROUGH MECHANICAL					06/04/2018
BF	_____	018-REI REINSPECTION Comments1: STACK					06/05/2018
BF	_____	020-WKS PUBLIC & SERVICE WALKS					06/08/2018
BF	_____	005-SEW SEWER INSPECTION	20180211	3185 LONGVIEW DR	48		06/22/2018
BF	_____	007-PLU PLUMBING - UNDERSLAB Comments1: GRANDE RESERVE RYAN HOMES					06/27/2018
BF	_____	008-PHD POST HOLE - DECK	20180226	542 WINDETT RIDGE RD	170		06/14/2018

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BF	_____	009-STP STOOP					06/14/2018
BF	_____	010-SUM SUMP					06/21/2018
BC	_____	011-REI REINSPECTION				06/27/2018	
BF	_____	016-REI REINSPECTION Comments1: CANCEL PER PETE RATOS				06/28/2018	
BC	_____	017-INS INSULATION					06/29/2018
BC	_____	001-FIN FINAL INSPECTION	20180227	2622 MCLELLAN BLVD	59		06/12/2018
BF	_____	008-PLR PLUMBING - ROUGH	20180228	4324 E MILLBROOK CIR	274		06/26/2018
BC	_____	009-RFR ROUGH FRAMING Comments1: 12 ANCHOR BOLTS MISSING IN BASEMENT					06/26/2018
BC	_____	010-REL ROUGH ELECTRICAL					06/26/2018
BC	_____	011-RMC ROUGH MECHANICAL					06/26/2018
BC	_____	012-INS INSULATION					06/29/2018
BC	_____	013-REI REINSPECTION					06/29/2018
BF	_____	005-PLU PLUMBING - UNDERSLAB	20180248	1121 BLACKBERRY SHORE LN	46		06/21/2018
BF	_____	006-BSM BASEMENT FLOOR Comments1: NORWOOD CONCRETE, KENDALL MARKETPLACE					06/28/2018
BC	_____	002-RFR ROUGH FRAMING	20180255	736 HAYDEN DR	65		06/06/2018
BC	_____	001-FIN FINAL INSPECTION	20180257	2575 OVERLOOK CT	22		06/01/2018
BF	_____	005-PLU PLUMBING - UNDERSLAB	20180258	568 WINDETT RIDGE RD	168		06/04/2018
BF	_____	006-BSM BASEMENT FLOOR					06/04/2018
BF	_____	007-GAR GARAGE FLOOR					06/04/2018
BF	_____	006-PLU PLUMBING - UNDERSLAB	20180260	2411 FITZHUGH TURN	150		06/04/2018
BF	_____	007-BSM BASEMENT FLOOR					06/04/2018
BF	_____	008-GAR GARAGE FLOOR					06/04/2018
BC	_____	001-FIN FINAL INSPECTION	20180266	4626 PLYMOUTH AVE	93		06/20/2018

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BC	_____	AM 005-FIN FINAL INSPECTION	20180271	353 GARDEN CIR			06/12/2018
BF	_____	006-PLF PLUMBING - FINAL OSR READ					06/11/2018
BF	_____	006-BGS BASEMENT GARAGE STOOPS	20180274	2603 MCLELLAN BLVD	41		06/12/2018
BF	_____	006-BGS BASEMENT GARAGE STOOPS	20180275	2672 MCLELLAN BLVD	53		06/12/2018
BC	_____	002-FIN FINAL INSPECTION	20180289	4508 MARQUETTE ST	1223		06/13/2018
BC	_____	001-PHF POST HOLE - FENCE	20180292	2348 TITUS DR	239		06/12/2018
BC	_____	002-FIN FINAL INSPECTION					06/15/2018
BC	_____	001-FTG FOOTING	20180293	802 CAULFIELD PT	112		06/04/2018
BF	11:00	001-FTG FOOTING	20180299	612 WINDETT RIDGE RD	158		06/19/2018
BF	_____	AM 002-FOU FOUNDATION Comments1: WINDETT RIDGE, COMEX					06/29/2018
BF	_____	004-BKF BACKFILL	20180300	2421 FITZHUGH TURN	149		06/01/2018
BF	_____	005-SEW SEWER INSPECTION					06/05/2018
BF	_____	007-PLU PLUMBING - UNDERSLAB					06/12/2018
BF	_____	008-BSM BASEMENT FLOOR					06/14/2018
BF	_____	009-GAR GARAGE FLOOR					06/14/2018
BF	_____	006-PLU PLUMBING - UNDERSLAB Comments1: GRANDE RESERVE RYAN HOMES	20180305	3158 BOOMBAH BLVD	129		06/27/2018
BF	_____	002-FTG FOOTING	20180306	4348 E MILLBROOK CIR	272		06/12/2018
PR	_____	005-PLU PLUMBING - UNDERSLAB					06/26/2018
BF	_____	006-BGS BASEMENT GARAGE STOOPS Comments1: GRANDE RESERVE RYAN HOMES					06/27/2018
BF	_____	001-WAT WATER	20180307	4424 E MILLBROOK CIR	262		06/06/2018
BF	_____	004-FOU FOUNDATION					06/14/2018
BF	_____	005-BKF BACKFILL					06/18/2018
PR	_____	006-PLU PLUMBING - UNDERSLAB					06/26/2018

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BF		007-BGS BASEMENT GARAGE STOOPS Comments1: GRANDE RESERVE RYAN HOMES					06/27/2018
BF		008-STP STOOP	20180308	4412 E MILLBROOK CIR	264		06/14/2018
BC		009-RFR ROUGH FRAMING					06/21/2018
BC		010-REL ROUGH ELECTRICAL					06/21/2018
BC		011-RMC ROUGH MECHANICAL					06/21/2018
BF		012-PLR PLUMBING - ROUGH					06/22/2018
BF		013-INS INSULATION					06/25/2018
BC		008-RFR ROUGH FRAMING Comments1: BATHROOM WALLS EXCEED 24" IN STUD DISTAN Comments2: CE	20180309	4388 E MILLBROOK CIR	268		06/18/2018
BC		009-REL ROUGH ELECTRICAL					06/18/2018
BC		010-RMC ROUGH MECHANICAL					06/18/2018
BF		011-PLR PLUMBING - ROUGH					06/18/2018
BC		012-INS INSULATION					06/20/2018
BF		013-STP STOOP					06/14/2018
BC		014-REI REINSPECTION Comments1: FRAMING					06/20/2018
BF		015-WKS PUBLIC & SERVICE WALKS Comments1: MIDWEST, GRANDE RESERVE					06/27/2018
BC		002-FIN FINAL INSPECTION	20180319	2185 HENNING LN	312		06/04/2018
BC	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20180320	1149 HOMESTEAD DR	138		06/12/2018
BC		003-PPS PRE-POUR, SLAB ON GRADE	20180326	2365 SUMAC DR	26		06/19/2018
BF		009-PLR PLUMBING - ROUGH Comments1: RYAN HOMES IN CALEDONIA	20180338	3323 CALEDONIA DR	74		06/28/2018
BF		010-RFR ROUGH FRAMING					06/28/2018
BF		011-REL ROUGH ELECTRICAL					06/28/2018

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BF		012-RMC ROUGH MECHANICAL					06/28/2018
BF		001-ESW ENGINEERING - SEWER / WAT	20180339	3244 PINWOOD DR	39		06/20/2018
BF		AM 002-FTG FOOTING					06/20/2018
BF		003-FOU FOUNDATION Comments1: CALEDONIA RYAN HOMES					06/27/2018
BC		010-RFR ROUGH FRAMING	20180340	3327 CALEDONIA DR	20		06/25/2018
BC		011-REL ROUGH ELECTRICAL					06/25/2018
BC		012-RMC ROUGH MECHANICAL					06/25/2018
BC		013-INS INSULATION					06/27/2018
BF		014-PLR PLUMBING - ROUGH					06/25/2018
BF		002-FTG FOOTING	20180341	4336 E MILLBROOK CIR	273		06/01/2018
BF		003-FOU FOUNDATION				06/04/2018	
BF		004-FOU FOUNDATION					06/06/2018
BF		005-PLU PLUMBING - UNDERSLAB					06/13/2018
BF		007-BGS BASEMENT GARAGE STOOPS					06/14/2018
BC		001-PHF POST HOLE - FENCE Comments1: NO WORK STARTED	20180343	2995 ELLSWORTH DR	395		06/07/2018
BC	13:30	002-PHF POST HOLE - FENCE					06/08/2018
BC		001-PHF POST HOLE - FENCE	20180350	1208 SUNSET CT.	55		06/01/2018
BC		001-PHF POST HOLE - FENCE	20180352	2152 KINGSMILL ST	116		06/20/2018
BC		002-PHF POST HOLE - FENCE	20180353	2463 FAIRFAX WAY	245		06/01/2018
BC		003-FIN FINAL INSPECTION					06/20/2018
BC		001-PHF POST HOLE - FENCE	20180356	801 CAULFIELD PT	106		06/07/2018
BC		002-FIN FINAL INSPECTION Comments1: REINSPECTION	20180357	801 CAULFIELD PT	106		06/14/2018
BC	08:00	001-PPS PRE-POUR, SLAB ON GRADE Comments1: REMOVE DOWNSPOUT ELBOW BEFORE POURING	20180359	312 RYAN CT	72		06/07/2018

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BC	_____	001-TRN TRENCH - (GAS, ELECTRIC,	20180370	618 GREENFIELD TURN	88		06/11/2018
BF	_____	002-FTG FOOTING	20180376	2826 SHERIDAN CT	199		06/01/2018
BF	_____	003-FOU FOUNDATION					06/05/2018
BF	_____	004-PLU PLUMBING - UNDERSLAB					06/13/2018
BF	_____	005-BGS BASEMENT GARAGE STOOPS					06/14/2018
BC	_____	001-BND POOL BONDING	20180377	323 PENSACOLA ST	1139		06/19/2018
BC	_____	002-RFR ROUGH FRAMING	20180384	2395 HOLLENBACK CT	425		06/18/2018
BF	_____	001-FTG FOOTING	20180388	2668 MCLELLAN BLVD	54		06/08/2018
BF	_____	002-FOU FOUNDATION					06/11/2018
BF	_____	004-WAT WATER					06/22/2018
BF	_____	006-PLU PLUMBING - UNDERSLAB Comments1: GRANDE RESERVE, PULTE DAVE					06/28/2018
BF	_____	001-FTG FOOTING Comments1: CANCEL	20180389	2187 BURR CT	6		06/11/2018
PR	_____	003-WAT WATER					06/18/2018
BF	_____	005-PLU PLUMBING - UNDERSLAB Comments1: GRANDE RESERVE PULTE DAVE					06/28/2018
BF	11:00	001-FTG FOOTING	20180394	532 WINDETT RIDGE RD	171		06/18/2018
BF	10:00	002-FOU FOUNDATION					06/20/2018
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20180404	316 E FOX ST			06/06/2018
BC	_____	001-PHD POST HOLE - DECK	20180406	1033 N CARLY CIR	117		06/04/2018
BC	_____	002-RFR ROUGH FRAMING Comments1: R703.8 FLASING REQUIRED WHERE DECK ATTAC Comments2: HED TO WALL OF WOOD FRAME CONSTRUCTION					06/22/2018
BC	_____	003-REI REINSPECTION Comments1: FRAMING					06/25/2018
BC	_____	001-PHF POST HOLE - FENCE	20180407	2846 CRANSTON CIR	95		06/04/2018

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BC	_____	001-PPS PRE-POUR, SLAB ON GRADE	20180408	2726 ELDEN DR	277		06/21/2018
BC	_____	001-PPS PRE-POUR, SLAB ON GRADE	20180410	441 HONEYSUCKLE LN	150		06/19/2018
BC	_____	001-PHF POST HOLE - FENCE	20180413	248 BERTRAM DR	1154		06/13/2018
BC	_____	001-PHD POST HOLE - DECK	20180414	2846 CRANSTON CIR	95		06/05/2018
BC	_____	002-RFR ROUGH FRAMING					06/13/2018
BC	_____	001-RFR ROUGH FRAMING	20180416	2472 FAIRFAX WAY	125		06/11/2018
		Comments1: NEEDS FIRE BLOCKING					
BF	_____	001-ESW ENGINEERING - SEWER / WAT	20180420	3172 LAUREN DR	114		06/20/2018
BF	_____	AM 002-FTG FOOTING					06/20/2018
BF	_____	003-FOU FOUNDATION					06/26/2018
BF	_____	AM 001-WAT WATER	20180421	4404 E MILLBROOK CIR	266		06/27/2018
		Comments1: GRANDE RESERVE WINNINGER EXCAVATING					
BC	_____	001-PHF POST HOLE - FENCE	20180422	4474 SARASOTA AVE	1041		06/01/2018
BC	_____	001-PHF POST HOLE - FENCE	20180423	956 S CARLY CIR	103		06/14/2018
BC	_____	001-RFR ROUGH FRAMING	20180427	932 S CARLY CIR	101		06/07/2018
BC	_____	002-REL ROUGH ELECTRICAL					06/07/2018
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20180429	530 FAIRHAVEN DR	47		06/04/2018
BC	_____	001-PHF POST HOLE - FENCE	20180431	1032 WHITE PLAINS LN	55		06/14/2018
BC	_____	AM 001-PHD POST HOLE - DECK	20180433	2575 FAIRFAX WAY	249		06/28/2018
BC	_____	001-PHF POST HOLE - FENCE	20180437	1581 CORAL DR	163		06/12/2018
BC	_____	001-PHF POST HOLE - FENCE	20180440	331 WESTWIND DR	34		06/25/2018
BC	_____	001-REL ROUGH ELECTRICAL	20180441	2545 EMERALD LN	126		06/06/2018
BC	_____	002-RFR ROUGH FRAMING					06/06/2018
BC	_____	003-INS INSULATION					06/11/2018
BC	_____	001-PHD POST HOLE - DECK	20180443	728 E VETERANS PKWY 120			06/18/2018

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BC		002-FIN FINAL INSPECTION	20180444	206 W RIDGE ST			06/06/2018
BC		002-FIN FINAL INSPECTION	20180445	1921 COUNTRY HILLS DR	122		06/06/2018
BF		001-FTG FOOTING Comments1: WINDETT RIDGE, COMEX	20180448	712 KENTSHIRE DR	119		06/27/2018
BF		001-FTG FOOTING Comments1: WINDETT RIDGE, COMEX	20180449	2432 FITZHUGH TURN	147		06/27/2018
BC		001-PHF POST HOLE - FENCE	20180454	2758 CRANSTON CIR	110		06/15/2018
BC		001-PHF POST HOLE - FENCE	20180455	1577 CORAL DR	164		06/12/2018
PR		AM 001-ESW ENGINEERING - SEWER / WAT Comments1: BRIARWOOD, SOPRIS JOHN	20180458	1638 CORNERSTONE DR	32		06/28/2018
PR	11:00	002-PLU PLUMBING - UNDERSLAB				06/28/2018	
BC		001-PHF POST HOLE - FENCE	20180462	838 GREENFIELD TURN	152		06/15/2018
BC		001-FTG FOOTING	20180463	512 E MAIN ST	2		06/18/2018
BF		002-BKF BACKFILL					06/21/2018
BC		001-STP STOOP	20180468	455 NORWAY CIR	82		06/19/2018
BC	09:00	001-ROF ROOF UNDERLAYMENT ICE & W	20180482	404 SANDERS CT	11		06/07/2018
BC		001-ROF ROOF UNDERLAYMENT ICE & W	20180500	532 BUCKTHORN CT	82		06/11/2018
BC		001-PPS PRE-POUR, SLAB ON GRADE	20180504	1001 CANYON TRAIL CT	40		06/20/2018
BC		001-FTG FOOTING	20180512	802 PARKSIDE LN	180		06/27/2018
BC		001-FIN FINAL INSPECTION	20180516	417 JACKSON ST			06/15/2018
BC		001-ROF ROOF UNDERLAYMENT ICE & W	20180522	1281 DEERPATH DR	259		06/14/2018
BC		PM 001-PHF POST HOLE - FENCE	20180526	105 W CENTER ST			06/26/2018
BC		002-RFR ROUGH FRAMING	20180533	202 SPRUCE CT	25		06/25/2018
PR		001-FIN FINAL INSPECTION	20180542	1142 MIDNIGHT PL	304		06/28/2018
BC		002-ROF ROOF UNDERLAYMENT ICE & W Comments1: FRONT OF HOME. ROOF HAS BEEN DONE IN 2 S Comments2: ECTIONS	20180544	408 E PARK ST			06/20/2018

DATE: 07/02/2018
TIME: 08:33:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 17

INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-PHD POST HOLE - DECK	20180551	514 E MAIN ST	3		06/25/2018
BC	_____	001-PHD POST HOLE - DECK	20180568	578 REDBUD DR	36		06/28/2018
BC	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20180578	464 E BARBERRY CIR			06/28/2018

DATE: 07/02/2018
TIME: 08:33:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 18

INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:		AGP ABOVE-GROUND POOL			5		
		BIP BUILD INCENTIVE PROGRAM SFD			33		
		BSM BASEMENT REMODEL			12		
		COM COMMERCIAL BUILDING			10		
		CRM COMMERCIAL REMODEL			6		
		DCK DECK			16		
		ELE ELECTRICAL UPGRADE			1		
		FNC FENCE			22		
		GAR GARAGE			3		
		IGP IN-GROUND POOL			2		
		MIS MISCELLANEOUS			1		
		PRG PERGOLA			2		
		PTO PATIO / PAVERS			6		
		REM REMODEL			1		
		ROF ROOFING			10		
		SFA SINGLE-FAMILY ATTACHED			25		
		SFD SINGLE-FAMILY DETACHED			196		
		SHD SHED/ACCESSORY BUILDING			2		
		SID SIDING			1		
		WIN WINDOW REPLACEMENT			1		
INSPECTION SUMMARY:		ABC ABOVE CEILING			2		
		BGS BASEMENT GARAGE STOOPS			6		
		BKF BACKFILL			4		
		BND POOL BONDING			1		
		BSM BASEMENT FLOOR			5		
		EFL ENGINEERING - FINAL INSPECTION			16		
		EPW ENGINEERING- PUBLIC WALK			4		
		ESW ENGINEERING - SEWER / WATER			3		
		FIN FINAL INSPECTION			30		
		FOU FOUNDATION			10		
		FTG FOOTING			19		
		GAR GARAGE FLOOR			8		
		INS INSULATION			17		
		PHD POST HOLE - DECK			9		
		PHF POST HOLE - FENCE			19		
		PLF PLUMBING - FINAL OSR READY			12		
		PLR PLUMBING - ROUGH			21		
		PLU PLUMBING - UNDERSLAB			17		
		PPS PRE-POUR, SLAB ON GRADE			11		
		REI REINSPECTION			11		
		REL ROUGH ELECTRICAL			25		
		RFR ROUGH FRAMING			35		
		RMC ROUGH MECHANICAL			21		
		ROF ROOF UNDERLAYMENT ICE & WATER			8		
		SEW SEWER INSPECTION			2		
		STK STACK TEST			5		

DATE: 07/02/2018
TIME: 08:33:02
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE
CALLS FOR INSPECTION REPORT

PAGE: 19

INSPECTIONS SCHEDULED FROM 06/01/2018 TO 06/30/2018

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
		STP STOOP			9		
		SUM SUMP			1		
		TRN TRENCH - (GAS, ELECTRIC, ETC)			2		
		UGE UNDERGROUND ELECTRIC			1		
		WAT WATER			4		
		WKS PUBLIC & SERVICE WALKS			17		
INSPECTOR SUMMARY:		BC BOB CREADEUR			148		
		BF B&F TECHNICAL CODE SERVICE			169		
		PR PETER RATOS			22		
		PWK PUBLIC WORKS			1		
		TK TOM KONEN			15		
STATUS SUMMARY:	A	BC			1		
	C	BC			26		
	C	BF			16		
	C	PR			4		
	C	PWK			1		
	C	TK			13		
	I	BC			121		
	I	BF			153		
	I	PR			18		
	T	TK			2		
REPORT SUMMARY:					355		



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

EDC 2018-57

Agenda Item Summary Memo

Title: Property Maintenance Report for June 2018

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Pete Ratos Community Development
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering
Date: June 29, 2018
Subject: May Property Maintenance

Property Maintenance Report June 2018

Adjudication:

2 Property Maintenance Case heard in June

6/18/2018

N 2689	206 Heustis St	Unlawful Continuance	Liable \$150
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6/25/2018

N 2704	601 Heustis St	Exterior Property Areas	Liable \$500/Continued
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Case Report

06/01/2018 - 06/30/2018

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED
20180216	6/28/2018	Lot 464 Mc Lellan Blvd	Weeds and Grass	IN VIOLATION					6/28/2018
20180215	6/28/2018	432 - 433 Cryder Way	Weeds and Grass	IN VIOLATION					6/28/2018
20180214	6/28/2018	Lot 261 Old Glory Dr	Weeds and Grass	IN VIOLATION					6/28/2018
20180213	6/20/2018	Lot 240 Cryder Way - 2892	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/28/2018	7/30/2018	6/20/2018
20180212	6/28/2018	Lot in S bridge st	Weeds and Grass	IN VIOLATION					6/28/2018
20180211	6/28/2018	309 W FOX ST	WEEDS, GRASS	IN VIOLATION					6/28/2018
20180210	6/27/2018	7144 Rt 47	Weeds and Grass	IN VIOLATION					6/27/2018
20180209	6/27/2018	DETENTION	DUMPING	PENDING					
20180208	6/27/2018	Lot next to 339 e	Tree branches	CLOSED					
20180207	6/27/2018	0208100006	NOXIOUS ODOR COMING FROM GREEN ORGANICS	REPEAT COMPLAINT					
20180206	6/21/2018	842 Hampton Ln	WEEDS, GRASS	IN VIOLATION					6/26/2018
20180205	6/21/2018	Lot 362 to 365 Raintree	Weeds and Grass	CLOSED		COMPLIANT			6/21/2018
20180204	6/21/2018	Lot 366 to 371 Raintree	Weeds and Grass	CLOSED		COMPLIANT			6/21/2018
20180203	6/21/2018	1995 Meadowlark Ct	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/27/2018	7/30/2018	6/21/2018
20180202	6/21/2018	Lot at E Barberry Cir	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/28/2018	7/30/2018	6/21/2018
20180201	6/21/2018	TOWN SQUARE PARK	GARBAGE & FOUNTAIN CONTINUOUS FLOWING	PENDING					
20180200	6/21/2018	302 N BRIDGE ST	LIGHTS ARE TOO BRIGHT	PENDING					
20180199	6/21/2018	509 W Madison St	DEAD TREES THROUGHOUT LOT, NOT IN PARKWAY	IN VIOLATION	6/21/2018				
20180198	6/20/2018	Lot 454 Mclellan Blvd - 2811 Cryder	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/28/2018	7/30/2018	6/20/2018

20180197	6/20/2018	481 Cryderway - 2823 Cryder way	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/28/2018	7/30/2018	6/20/2018
20180196	6/20/2018	Lot 439 Cryder Way - 2262	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/28/2018	7/30/2018	6/20/2018
20180195	6/20/2018	Lot 270 Old Glory Dr - 2920 Old	Weeds and Grass	IN VIOLATION			6/28/2018	7/30/2018	6/20/2018
20180194	6/19/2018	385 Shadow wood Dr	Weeds and Grass	CLOSED		COMPLIANT			6/19/2018
20180193	6/19/2018	Lot 25 to 26 Blackberry Woods	Weeds and Grass	CLOSED		COMPLIANT			6/19/2018
20180192	6/18/2018	345 Shadow wood Dr	Weeds and Grass	CLOSED					6/19/2018
20180191	6/18/2018	ALONG ROUTES	SIGNS	CLOSED					
20180190	6/18/2018	Lot 104 - 107 Blackberrywoods	Weeds and Grass	CLOSED		COMPLIANT			6/18/2018
20180189	6/18/2018	Lot 90 - 91 Blackberrywoods	Weeds and Grass	CLOSED		COMPLIANT			6/18/2018
20180188	6/18/2018	Lot 99 Blackberry woods	Weeds and Grass	CLOSED		COMPLIANT			6/18/2018
20180187	6/18/2018	Lot 71 - 72 Blackberry woods	Weeds and Grass	CLOSED		COMPLIANT			6/18/2018
20180186	6/18/2018	309 W FOX ST	WEEDS, GRASS	CLOSED					
20180185	6/18/2018	302 E SOMONAU ST	JUNK TRASH REFUSE	COMPLIANT					
20180184	6/15/2018	7311 Rt 47	Weeds and Grass	IN VIOLATION					6/15/2018
20180183	6/15/2018	Lot 2 Fountain village	Weeds and Grass	IN VIOLATION			6/27/2018	7/30/2018	6/15/2018
20180182	6/15/2018	SOUTH OF	WEEDS, GRASS	CLOSED		COMPLIANT			
20180181	6/14/2018	1962 Meadowlark Ln	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/26/2018	7/30/2018	6/14/2018
20180180	6/14/2018	Lot in Caledonia	Weeds and Grass	CLOSED		COMPLIANT			6/14/2018
20180179	6/14/2018	232 Walsh Cir	Weeds and Grass	CLOSED					6/14/2018
20180178	6/14/2018	2422 WYTHE PL	LEAVING PALLETS OF SOD IN CITY STREET	IN VIOLATION			6/14/2018	7/16/2018	
20180177	6/13/2018	Lot 27 Bristol Bay	Weeds and Grass	CLOSED		COMPLIANT			6/13/2018
20180176	6/13/2018	Lot 12 to 13 Bristol Bay	Weeds and Grass	CLOSED		COMPLIANT			6/13/2018
20180175	6/13/2018	Lot 14 Bristol Bay	Weeds and Grass	CLOSED		COMPLIANT			6/13/2018
20180174	6/13/2018	1181 Clear water Dr	Tree branches and weeds	PENDING					

20180173	6/13/2018	1965 Meadow Lark Ln	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/26/2018	7/30/2018	6/14/2018
20180172	6/13/2018	609 N BRIDGE ST	OVERGROWN TREES & BUSHES	CLOSED					
20180171	6/12/2018	2461 ALAN DALE	WEEDS, GRASS	CLOSED		COMPLIANT			6/12/2018
20180170	6/11/2018	1085 Auburn Dr	Weeds and Grass	CLOSED					
20180169	6/11/2018	Lot 82 Blackberry woods	Weeds and Grass	CLOSED		COMPLIANT			6/11/2018
20180168	6/11/2018	Lot 51 Blackberry woods	Weeds and Grass	CLOSED		COMPLIANT			6/11/2018
20180167	6/8/2018	Lot 1 Kendall Marketplace	Weeds and Grass	IN VIOLATION		IN VIOLATION	6/19/2018	7/23/2018	6/8/2018
20180166	6/8/2018	Lot 2 to 5 veterans pkwy	Weeds and Grass	CLOSED		COMPLIANT			6/8/2018
20180165	6/7/2018	8721 Route 126	Unguarded swimming pool	CLOSED	6/8/2018	COMPLIANT			
20180164	6/7/2018	1425 ASPEN LN	WORKING WITHOUT PERMIT	CLOSED					
20180163	6/6/2018	8721 Route 126	Junk	CLOSED	6/6/2018	COMPLIANT			
20180162	6/5/2018	308 Heustis St	Work with out a permit	IN VIOLATION	6/6/2018	IN VIOLATION	6/20/2018	7/23/2018	
20180161	6/5/2018	206 HEUSTIS ST	FENCE BLOCKING SIGHT LINE	IN VIOLATION			6/5/2018	7/9/2018	
20180160	6/5/2018	0208100006	NOXIOUS ODOR COMING FROM GREEN ORGANICS	REPEAT COMPLAINT					
20180159	6/4/2018	207 W HYDRAULIC ST	EXTERIOR - NO SIDING	COMPLIANT					
20180158	6/4/2018	209 W Hydraulic St	EXTERIOR - NO SIDING	CLOSED	6/6/2018				
20180157	6/4/2018	2935 Ellsworth Dr	JUNK REFUSE	PENDING	6/6/2018				
20180156	6/1/2018	601 Heustis St	Accessory Structure & dead tree	IN VIOLATION	5/2/2018	IN VIOLATION	5/31/2018	7/2/2018	
20180155	6/1/2018	1181 Clear water Dr	Weeds and Grass	COMPLIANT					

Total Records: 62

7/2/2018



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

EDC 2018-58

Agenda Item Summary Memo

Title: Economic Development Report for July 2018

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

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651 Prairie Pointe Drive, Suite 102 • Yorkville, Illinois 60560
Phone 630-553-0843 • FAX 630-553-0889

Monthly Report – for August 2018 EDC Meeting of the United City of Yorkville

July 2018 Activity

Downtown Redevelopment:

- **"Bella Donna Tea & Coffee"** are officially moving to Yorkville from Sandwich, IL to the original former Cobblestone space on VanEmmon. They will operate Monday through Saturday (closed on Sunday), with hours from the morning until approximately 6PM, to begin. They will expand their hours and days after they become established. This group will also operate a separate retail business called **"Hoof and Horn"** in the former wine bar space on VanEmmon. "Hoof and Horn" will sell seasonal décor, crystals, essential oils, and custom blended incense, along with other specialty items. They plan to open mid-September.
- **"Living Divina Yoga & Fitness Studio"** is moving into the former River's Edge Theatre space. This Yorkville business is currently operating out of 700 square feet on Commercial Drive in Yorkville Business Center. They will have approximately 1,800 square feet in this new location. It is anticipated that the move will be soon!
- Working with a variety of businesses looking at Yorkville's downtown for their new home.

Development south of Fox River:

- Continue working with Eleno Silva on banquet center. Eleno has begun exterior construction in Stagecoach Crossing. He is focusing on opening in November or December of 2018.

Development north of the Fox River:

- Kendall Crossing... New free standing full service restaurant **"Cielo Rojo"** (which means Red Sky) will begin construction in August. This 4,000 square foot building will also have an outdoor patio of approximately 1,000 square feet. The Arechiga Family of Yorkville (who are the owners of Salsa Verde) will be the owners of this new concept. "Salsa Verde" is a quick casual concept, and will remain open. This building will be located directly across from NCG Theaters. Another new 7,000 square feet multi-tenant building will also be built at Kendall Crossing at the same time. This building is located directly in front of Lighthouse Academy. The building will be the home to a new business called **"Flight Tasting Bar & Bottle Shop"**. The business will be owned by Yorkville residents Tony & Emily Weeks and Ryan & Melissa Phillips. These couples are next door neighbors in Heartland subdivision. They will occupy 3,000 square feet of the building and also have a 1,000 square foot patio. The "Flight Team" is working to attract food trucks to their venue, as they will NOT be serving food, other than some prepackaged items. Construction on both of these buildings will begin in August, and it is the goal to have these businesses opened in December of 2018 or January of 2019. The hotel/banquet hall is moving along with a new project manager. Ward Seifrid and Construction Services Group Inc. have taken over the Holiday Inn Express and Banquet Facility. There is now only one remaining lot at Kendall Crossing.
- Kendall Marketplace...The townhome component of the project has closed and is now owned by Abbey Development. This is a very important development, as it will potentially add 164 new units to the area. Alex has engaged a specialist group to work through a plan to determine new options and opportunities for the remainder of the project, who I continue to work with. .
- Fox Hill Center...leases are being finalized. The former 7-Eleven to is about open as "Fox Hill Pantry".

Industrial Development:

- Continue working with small industrial user to locate in Yorkville. This business owner is a resident, and currently operates in a surrounding community. The project is being reconfigured to meet the needs of potential users and to be built in phases.

Recreation:

- Go for it Sports...continue working with the center. "Go For It Sports" prepares for the fall session with new pre-school fun class for 2 to 3 year olds, and 4 to 6 year olds. These classes will take place in the morning at 9AM and in the evening at 6PM. Yorkville's own Tom Knickerbocker/Diamond Skills Academy is holding sprint leagues and camps at "Go For It Sports". These very popular camps are designed for 8 to 13 year olds, and give these young athletes the ability to experience 9 innings of baseball in a 40 minute session. .

Other Activity:

- Attended the quarterly SBA meeting to stay connected to new programs available for local business community.

Respectfully submitted,

Lynn Dubajic
651 Prairie Pointe Drive, Suite 102
Yorkville, IL 60560
lynn@dlkllc.com
630-209-7151 cell



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

EDC 2018-59

Agenda Item Summary Memo

Title: Payment of Materials to All Union Fence for Proposed Work at 206 Heustis Street

Meeting and Date: Economic Development Committee – August 7, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Economic Development Committee
From: Erin Willrett, Assistant City Administrator
CC:
Date: August 7, 2018
Subject: Request for Payment of Materials by Contractor for 206 Heustis Street

Summary

Discussion of the request for payment by All Union Fence Co., Inc. for materials purchased in relation to the contract entered in July, 2018 for maintenance, repair and removal work related to the property located at 206 Heustis Street in Yorkville, IL.

Background

The City approved a contract with the All Union Fence Co., Inc. on July 11, 2017 for work to be completed for the property at 206 Heustis Street. The total contract was approved for an amount not to exceed \$121,662.35. The contract included work for an installation of a new 8 foot fence at the subject property. Work was scheduled to commence for the installation of the fence on Monday, May 21, 2018. However, installation did not take place. The contractor has requested payment for the materials that were ordered for the project in the amount of \$27,990.00.

In review of the contract, paragraph 2 states that payment will be made as set forth in the contract documents. Paragraph 37, general conditions, states that payment will be made 30 days after acceptance of the work by the City. As the work is not completed, nor has it been accepted by the City, staff cannot authorize the payment of materials. However, All Union Fence Co., Inc. did work in good faith with the City to complete the project in the time that was requested.

The City's Public Works Department has confirmed that they would use the fence at 610 Tower Lane, as the fence that is currently standing is in need of replacement. This could be installed any time after the City receives the materials.

Recommendation

Staff recommends moving forward with the attached resolution amending the contract to allow the payment of materials in the amount \$27,990.00 and the acceptance of that material for delivery to the City.

All Union Fence Co., Inc.

907 Rowell Ave. Joliet, IL.60433 Phone: (815) 726-6995 Fax: (815)722-6944 E-Mail: allunionfence@gmail.com

The United City of Yorkville, Illinois
800 Game Farm Road
Yorkville, IL. 60560

June 26, 2018

To Whom it May Concern,

We are writing with the request for Payment for materials ordered for the 206 Heustis St. fence project. Because this job has been delayed we have been in a holding pattern for quite a while. We had purchased the materials from our supplier over 60 days ago and now have to pay them for said materials. We are asking for a payment in the amount of \$27,990.00 for materials only at this time. We are willing to deliver the materials to the City of Yorkville if necessary

We appreciate your consideration of this matter.

Sincerely,

Michael Marchio

All Union Fence Co., Inc.

Resolution No. 2018-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING PAYMENT TO ALL UNION FENCE CO. FOR MATERIALS FOR THE HEUSTIS STREET PROJECT.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing unit of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the City advertised for bids on May 1, 2017 for the maintenance, repair and removal project for the property at 206 Heustis Street (the “Project”) and the City by Resolution 2017-28 accepted the bid and awarded the contract to All Union Fence Company, Inc. (“AUFC”); and,

WHEREAS, AUFC upon entering into a contract with the City ordered the fencing materials for that portion of the Project; and,

WHEREAS, the Project has been subject to delays by the City in authorizing the work on the Project to proceed; and,

WHEREAS, AUFC has paid for the fencing materials and due to the delay in the commencement of the Project has requested the City to take possession of the materials and pay AUFC for the fencing materials; and,

WHEREAS, the staff has recommended that AUFC should be paid for such fencing materials upon their delivery to the City rather than upon completion of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the *Contract* dated August 8, 2017 entered into between the United City of Yorkville and All Union Fence Company, Inc. is hereby amended to provide that payment for the fencing materials obtained and paid for by All Union Fence Company, Inc. and delivered to the City in the amount of \$27,990.00, is hereby approved for payment upon receipt of proof of payment by All Union Fence Company, Inc. and waiver of lien by the supplier and the City Administrator is hereby authorized to make such payment upon compliance with this resolution.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2018.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2018.

MAYOR

Attest:

City Clerk

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL UNION FENCE COMPANY, INC. FOR THE MAINTENANCE, REPAIR AND REMOVAL PROJECT FOR THE PROPERTY AT 206 HEUSTIS STREET

WHEREAS, the United City of Yorkville (the "City") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City has previously advertised for bids on May 1, 2017 for the maintenance, repair and removal project for the property at 206 Heustis Street; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that All Union Fence Company, Inc. of Joliet, Illinois, having submitted a bid in the amount of \$121,662.35 is the lowest responsible bidder.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the bid submitted by All Union Fence Company, Inc. in the amount not to exceed \$121,662.35 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a *CONTRACT* with All Union Fence Company, Inc. as attached hereto and made a part hereof as Exhibit A.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.


Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11 day of JULY, 2017.


CITY CLERK

CARLO COLOSIMO Y
JACKIE MILSCHEWSKI Y
CHRIS FUNKHOUSER Y
SEAVER TARULIS Y

KEN KOCH Y
ARDEN JOE PLOCHER PRESENT
JOEL FRIEDERS Y
ALEX HERNANDEZ Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
14 day of DECEMBER, 2017.


MAYOR

**UNITED CITY OF YORKVILLE
800 GAME FARM ROAD, YORKVILLE ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this 8th day of August, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "City" and All Union Fence Company located at 907 Rowell Avenue, Joliet, IL, 60433 hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City has heretofore solicited Request for Proposals for maintenance, repair and removal work related to the property located at 206 Heustis Street, Yorkville, Illinois necessary to complete the work specified in the City's Request for Proposals issued May 1, 2017 by the City; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the City have determined that All Union Fence Company, Inc. having submitted a bid in the amount of \$121,662.35 is the lowest responsible bidder for the maintenance, repair and removal work related to the property located at 206 Heustis Street.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the City's maintenance, repair and removal services in accordance with the terms and conditions stated in the *REQUEST FOR PROPOSALS FOR MAINTENANCE, REPAIR AND REMOVAL WORK RELATED TO THE PROPERTY AT 206 HEUSTIS STREET, YORKVILLE, IL*, including Specifications, Special Conditions and General Conditions attached hereto and made a part hereof as Exhibit A, and the Contractor's transmittal letter and detailed bid proposal attached hereto and made a part hereof as Exhibit B all of which are made a part hereof and herein called the "*Contract Documents*".
2. The City shall pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
3. This Contract may be terminated at any time by the City upon written notice to the Contractor provided that the Contractor is paid for all work performed and expenses incurred up to the date of notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By:

Mayor

Attest:

Beth Warner
City Clerk

CONTRACTOR:

By:

Signature

Michael W. Marchio

co-owner

Print Name and Title

Attest: Mary E. Kukajda - Sec'y

Exhibit A

United City of Yorkville, Illinois
800 Game Farm Road, Yorkville, Illinois 60560
Request for Proposals

The United City of Yorkville, Illinois will accept proposals for the following scope of services for maintenance, repair and removal work related to the property located at 206 Heustis Street in Yorkville, Illinois:

1. Removal and disposal, at the contractor's expense, of a wood rack for firewood located within a public right-of-way along the 200 block of Heustis Street.
2. Removal and disposal, at the contractor's expense, of various small snipe signs located within a public right-of-way along Heustis Street.
3. Towing and storage of approximately twelve (12) inoperable and unlicensed motor vehicles (as verified by the United City of Yorkville) to an auto yard.
4. Removal and disposal, at the contractor's expense, of a dilapidated approximately 6' tall wooden fence.
5. Installation of new approximately 900 linear foot 8' tall fence and 2 gates. The fence should enclose the storage yard, but not the building. Please provide a proposal for a natural rot resistant solid wood privacy fence and an optional proposal for a natural rot resistant solid wood or composite wood and/or plastic privacy fence with lattice at the top. The gates should be approximately twelve (12) feet in width to allow ingress/egress of vehicles into the storage yard. There are 2 existing ingress/egress locations where the gates should be located, one on Heustis Street and one on Mill Street.
6. Installation of new building mounted address numbers.
7. Removal and disposal, at the contractor's expense, of all various rubbish and garbage, included but not limited to such items as inoperable equipment, numerous large metallic items, pallets, piles of tree branches, boxes, etc. City staff will walk through the site with the contractor, once the bid has been awarded to outline specific items for removal and disposal.

Proposals will be received at the Office of the Administrator, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 4:00 PM on June 1, 2017 (the closing date).**

General questions regarding this Request for Proposals shall be directed to Krysti Barksdale-Noble, Director of Community Development at 630-553-8573. All detailed questions concerning the actual specifications are to be forwarded by email to Peter Ratos, Building Code Official, at pratos@yorkville.il.us by May 22, 2017.

The person or firm submitting the proposal shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the proposal.

SPECIFICATIONS

Towing and Storage of Vehicle Standards

1. All tows will be considered Police Department tows and Chapter 5 "Towing of Vehicles" of the United City of Yorkville's Codified Ordinance as well as Chapter 625 of the Illinois Compiled Statutes, Act 5, Illinois Vehicle Code shall be followed.

Fencing Standards

1. All fences must be erected so that the finished side of the fence faces outward or away from the lot on which the fence is erected.
2. No more than two different types of fencing material are permitted per fence.

Placement

1. Fences may be built up to the property line, but shall not extend beyond the front plane of the primary structure facade in residential and business districts, and must be located entirely on 206 Heustis Street. The fence shall enclose the storage yard only, not the building.
2. The City is responsible for locating property lines, prior to the installation of the fence.
3. Fences, walls or hedges shall not encroach on any public right-of-way.
4. It shall be the responsibility of the City to insure that a fence does not block or obstruct the flow of stormwater.
5. No solid fence, wall, hedge or shrubbery which exceeds 3 feet above the street grade shall be permitted within the sight distance triangle formed at the intersection of any two street right-of-way lines.
6. The intersection of any street right-of-way lines with any service entrance drive (both sides of such drive), by a line drawn between such right-of-way lines, and/or such right-of-way line and service entrance drive line, at a distance along such line of 25 feet from the point of intersection thereof.

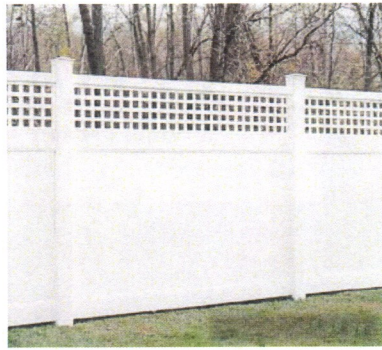
Materials

The following materials are acceptable:

- Natural Rot Resistant Wood (Cedar, Cypress, Redwood)
- Plastic
- Composite Wood and Plastic

These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

Examples:



Address Number Standards

1. The numbers should be positioned in plain view and visible from the street or road fronting the property. The numbers should contrast with their background and shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inches (12.7 mm).

Placement

1. The numbers should be positioned in plain view and visible from the street or road fronting the property.

Conditions:

Anyone investigating the site prior to submitting the proposal should drive-by ONLY. No trespassing will be permitted to examine the site. All work requiring a building permit shall be applied for and issued by the United City of Yorkville prior to the commencement of said work. A pre-construction meeting shall be held with the City of Yorkville and the contractor no less than five (5) business days before the start of any work. All work shall be conducted between the hours of seven o'clock (7:00) am and five o'clock (5:00) pm, Monday through Friday. Police presence may be required and if determined to be a requirement will be provided by the United City of Yorkville during the hours of work on the site. The contractor must be in communication with the City to determine the need of Police presence. All work items shall be completed in full and to the satisfaction of the City of Yorkville Building Code Official within seven (7) business days. All inoperable motor vehicles towed from the property to an auto-yard must be held for at least 35 days for claim or title of ownership prior to permanent disposal.

Bid Selection:

The City of Yorkville will select contractors, which in its opinion, best meets the intention of the project scope and budget. The selected proposals may be required to adjust the work items to accommodate project scope and budget constraints at the direction of the City.

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

1. *Persons submitting proposals Qualifications.* If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the proposal shall include a complete list of all equipment and manpower available to perform the work intended on the Plans and Specifications. The list of equipment and manpower must prove to the City that the Person submitting the proposal is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract.

The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
- Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

If the Person submitting the proposal possesses a current Illinois Department of Transportation "Certificate of Eligibility" with an amount for the work specified at least equal to the minimum amount of qualification indicated on the Legal Notice he may choose to provide the City a copy of the certificate in lieu of providing the above mentioned Persons submitting proposals Qualification requirements.

2. *Basis of Payment:* the Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.

3. *Project Acceptance Procedures:* All final pay item quantities shall be agreed upon between the City and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Director of Community Development shall constitute acceptance of the project by the United City of Yorkville, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required Date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the City's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the United City of Yorkville, such

partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Contractor by the Director of Parks and Recreation.

4. *General Guarantee:* Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements, if required.

Unless otherwise amended in writing by the Director of Community Development, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

5. *Termination of Contract:* the United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the corporate authorities of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

6. *Notification of Work:* The Contractor shall notify the City's Director of Community Development 48 hours prior to commencement of work.

7. *Cleaning:* During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Community Development.

8. *Restoration:* the calculation of quantities and limits of Restoration which will be allowed for payment will be in accordance with the "Standard Specifications." Restoration, fill sand, stone, etc., required outside of the limits as indicated in the Contract Documents will be considered incidental to the Contract. The Contractor shall at all times maintain all equipment and materials within the limits of restoration as specified.

9. *Removal and Replacement:* all removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these lines will be replaced to the satisfaction of the Director of Community Development with no additional compensation.

10. *Business/Resident Notification:* The Contractor shall not close any street or private driveway without the consent of the Director of Community Development, and the proper notification of the affected business/resident.

11. *Use of Fire Hydrants:* no fire hydrants shall be used to obtain water for non-emergency use. Water can be purchased and obtained at the City's Public Works Building.

UNITED CITY OF YORKVILLE, ILLINOIS

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All proposal forms may be obtained from the **Office of the Administrator, 800 Game Farm Road, Yorkville, Illinois 60560** and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Submittal of Proposal** – Proposals must be submitted to the attention of the Director of Community Development.
3. **Examination of Proposal Forms, Specifications, and Site** – The person submitting the proposal shall carefully examine the proposal forms which may include the request for proposal, instruction to Persons submitting proposals, general conditions, special conditions, plans, specifications, proposal form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The person submitting the proposal shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the proposal will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the proposal will be obligated to operate. Failure of the person submitting the proposal to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful person submitting the proposal must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

The submission of the proposal shall be considered conclusive evidence that the person submitting the proposal has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the person submitting the proposal will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. **Scope of Work** – The person submitting the proposal shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The person submitting the proposal shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The person submitting the proposal shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The person submitting the proposal is solely and exclusively responsible for construction means, methods, technologies and site safety.
5. **Completeness** – All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The

City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.

6. **Error in Proposals** – When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the person submitting the proposal is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of person submitting the proposal.
7. **Withdrawal of Proposals** – A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Director of Community Development prior to the Closing Date.
8. **Person submitting the proposal Interested in More than One Proposal** – Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting proposals is not thereby disqualified from quoting prices to other Persons submitting proposals or from submitting a proposal directly for the work, materials, or supplies.
9. **Person submitting the proposal's qualifications** – No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.
10. **Proposal Award for All or Part** – Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
11. **Samples** – Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the person submitting the proposal within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of proposals.
12. **Equipment or Materials** – Each person submitting the proposal shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials proposals must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate proposal. The brand name and/or manufacturer of each item proposed must be clearly stated in the proposal. Guarantee and/or warranty information must be included with this proposal.
13. **Toxic Substance** – Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Data Sheet).
14. **Delivery** – Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the person submitting the proposal, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.
15. **Estimated Proposal Quantities** – On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
16. **Trade Names – Alternative Proposal** – When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the person submitting an alternative shall identify that item.

If the specifications state "or equal" proposals on other items will be considered provided the person submitting the proposal clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting proposals which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, **ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The proposal must be accompanied by complete specifications for the items offered. Persons submitting proposals wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

17. **Price** – Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful person submitting the proposal with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

18. **Consideration of Proposal** – No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

19. **Execution of Contract** – The successful person submitting the proposal shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting proposals, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the proposal.

20. **Performance and Labor and Material Payment Bonds** – Unless specifically waived or amended in the Special Conditions, the successful person submitting the proposal shall furnish at the time of execution of the contract a performance bond for the full amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract.

Unless specifically waived or amended in the Special Conditions, the successful person submitting the proposal shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the City conditioned upon the faithful performance and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the person submitting the proposal fails to furnish the bonds within 14 days after notification of the award, then the proposal guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the person submitting the proposal's failure to furnish the bonds.

21. **Compliance with All Laws** – All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.
22. **Prevailing Wage** – Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the United City of Yorkville at 708-283-4950.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

23. **Compliance with the Substance Abuse Prevention on Public Works Projects Act** – The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a “public works” project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.
24. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
25. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
26. **Notices** – All notices required by the contract shall be given in writing.
27. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.
28. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

29. **Insurance** – In submission of a proposal, the person submitting the proposal is certifying that he has all insurance coverages required by law or would normally be expected for person submitting the proposal's type of business. In addition, the person submitting the proposal is certifying that he has or will obtain at least the insurance coverage that are required by law or would normally be expected for person submitting the proposal's type of business. Commercial General Liability Insurance: Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. The policy shall name the City as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the City. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
30. **Default** – The City may terminate a contract by written notice of default to the Contractor if:
- a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

31. **Inspection** – The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.
32. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.
33. **Permits and Licenses** – The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.
34. **Person submitting the proposal's Certification** – - In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.
35. **Change Orders** – After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Director of Community Development and approved by the City Administrator and/ or City Council.

36. **Time of Completion** – The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal proposal.
37. **Payment** – Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents.
38. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the proposal and shall be delivered to the City before final payment on the contract is issued.
39. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the proposal, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

- | | |
|--|----------|
| 1. Furnish, Deliver and Install Fence Structure Including 2 Gates | \$ _____ |
| 2. Furnish, Deliver and Install Building Numbers | \$ _____ |
| 3. Towing and Storage of Vehicles | \$ _____ |
| 4. Removal and Disposal of Additional Items
Per Cubic Yard of Waste | \$ _____ |
| SUBTOTAL: | \$ _____ |

I, _____, do represent that I am (title) _____ of (company) _____, and that the attached submittal complies in all respects with the safety and accessibility standards as set forth in this request for proposals either by inclusion or by reference. **Please attach required submittals and any additional supporting information.**

____ Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

____ Our firm will comply with the Prevailing Wage requirements as outlined in section entitled "A. General Conditions" and Public Act 095-0635.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	_____	_____
If yes, have you included all required Information with your proposal submittal?	_____	_____
or NO PROPOSAL – Keep our company on your Persons submitting proposals List	_____	_____
	Signature	

	Date	
NO PROPOSAL – Remove our company from Your Persons submitting proposals List	_____	_____
	Signature	

	Date	

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

Exhibit B

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

1. Furnish, Deliver and Install Fence Structure Including 2 Gates	^{*(1)} \$ 82,872.35
2. Furnish, Deliver and Install Building Numbers	\$ 350.00
3. Towing and Storage of Vehicles	^{*(2)} \$ 3,750.00
4. Removal and Disposal of Additional Items Per Cubic Yard of Waste	^{*(3)} \$ 34,690.00
	^{*(4)}
SUBTOTAL:	\$ 121,662.35

* (1) Represents Option 2 in Proposal on page 1.

* (2) See Notes in Proposal on Page 2.

* (3) Cubic Yards are unknown - cost represents Total.

* (4) See Notes in Proposal on Page 3 - all apply.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

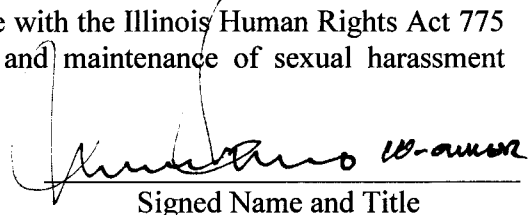
All Union Fence Co., Inc.
Firm Name

907 Rowell Avenue
Street Address

Joliet IL 60433
City State Zip

815 726-6995
Phone Number

May 31, 2017
Date


Signed Name and Title

Michael W. Marchio Co-Owner
Print Name and Title

mike@allunionfence.com
E-mail Address

815 722-6944
Fax Number

Proposal

All Union Fence Co., Inc.

To:	The United City of Yorkville	05-31-17
Phone:	630-553-4350	Direct: 630-553-8574
Attention:	Erin Willrett	
Job Location:	206 Heustis St Yorkville, IL 60560	
All Union Fence Company will furnish and install materials, labor and equipment for the following :		

Fencing ... 900' Approximately of 96" high privacy fencing with (2) 12' wide double drive gates. All posts set 36"-42" x 12" o.d. concrete footing.

~~(Option 1) is Buftech Galveston style PVC in Almond color finish with lifetime manufacturer's warranty.~~

~~** Material Only Price = \$ 55,990.00 (tax exempt)~~

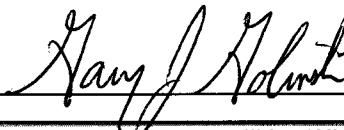
(Option 2) is All Western Red Cedar solid Dog-eared Picket sections set on Heavy Duty 4"x 4" Schedule 40 Galvanized Posts with 48 month warranty.

** Material Only Price = \$ 29,990.00 (tax exempt)

Installation for the above fencing using all Union Trade Ironworkers, Laborers and Operators.

** Total Labor Only Price = \$ 52,882.35 (includes Insurance, Equipment and Concrete costs)

Proposal Acceptance Signature: _____



The customer is responsible for all permits required. Underground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.

AUF

Proposal

All Union Fence Co., Inc.

PG. 2

Building Address Numbers ... (1) Set for existing building at 206 Heustis St as specified.

** Total installed cost = \$ 350.00

Towing of Vehicles / Trailers ... Approximately 12 total. All credentials needed to legally tow the vehicles off of the property to be provided by The United City of Yorkville and forwarded to the Towing Company prior to commencement of they're removal.

Total Tow Only Price

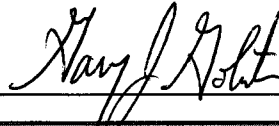
= \$ 250.00 for regular sized vehicles each x (9) = \$2,250.00

= \$ 500.00 for oversized vehicles each x (3) = \$1,500.00

** Complete Estimated Tow Total ... = \$3,750.00

Storage of Vehicles / Trailers ... Each towed vehicle / trailer will be charged \$50.00 per day storage until it is claimed and removed from the storage yard by it's owner. If the vehicle / trailer is not claimed within (30) days the Tow Company will take full possession of it, at this time storage fees are dropped for unclaimed vehicles / trailers. The owner of the vehicles / trailers will negotiate directly with the tow company once the vehicles have been removed from 206 Heustis St Yorkville, IL. All storage fees to be paid for by the vehicle / trailer owner. All storage payments to be made directly to the Tow Company.

Proposal Acceptance Signature: _____



The customer is responsible for all permits required. Underground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.

AUF

Proposal

All Union Fence Co., Inc.

PG. 3

** Complete Estimated Storage Total ... = \$ T.B.D

Removal of Wood logs and other rubbish ... Old logs stacked on the property to be removed from site along with other non E.P.A. regulated items such as general garbage small equipment, Etc.

** Complete Removed Price ... = \$ 34,690.00

Notes: Above prices do not include Weekend or Holiday work, All digging is figured as standard method, extra charges may apply if we encounter solid rock or gravel digging. Any delays by others (property owner or Village Officials), enough so as to stifle work progress will be billed at an extra cost to the United City of Yorkville. All extras should there be any will be in the form of a change order. All Union Fence Company will remain countless in any legal negotiations / law suite(s) either before, during or after the work has been performed. All work will be performed in a professional / workman like manner, All materials to be of highest quality available.

Proposal Acceptance Signature: _____



The customer is responsible for all permits required. Underground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.

AUF



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

EDC 2018-60

Agenda Item Summary Memo

Title: Prestwick of Yorkville (Ashley Pointe) – Builder Estoppel Letter and HOA Covenants

Meeting and Date: Economic Development Committee - August 7, 2018

Synopsis: Requested clarification of certain builder and developer obligations related to the
Prestwick of Yorkville (Ashley Pointe) Unit 1 subdivision and HOA covenants.

Council Action Previously Taken:

Date of Action: 04/28/2018 Action Taken: Approval of Ord. 2018-27

Item Number: PZC 2018-04

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti Barksdale – Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: July 25, 2018
Subject: **Prestwick of Yorkville - Unit 1 (Ashley Point Subdivision)
Restated Declarations of Covenants & Estoppel Letter Approval**

Summary

The Prestwick of Yorkville/Ashley Pointe subdivision consists of a two phase development currently with 106 single-family lots in Unit 1 and a school under construction in Unit 2. The successor developers of the property, John and Michelle Stewart, purchased the incomplete subdivision in March 2013 and are currently negotiating a contract with K. Hovnanian Homes, a nation-wide homebuilder, to purchase the remaining 102 undeveloped lots in the first phase.

As part of their due diligence process, K. Hovnanian Homes is seeking verification by the City of Yorkville of certain permit fees and development obligations for the remaining unfinished site work, as well as annexation agreement provisions for Unit 1 via an estoppel letter. They are also requesting an amendment and restatement of the declarations for the Ashley Pointe Homeowners Association to release the City's default rights in the enforcement of the HOA covenants. Both items are required before the sale of the property can be completed.

Proposed Estoppel Letter

The proposed estoppel letter is intended to clarify and confirm with the City of Yorkville, the current owners (Stewarts) and the contract purchaser (K. Hovnanian) the obligation and provisions for development of the remaining lots in Unit 1 of the Prestwick Subdivision which are as follows:

1. **Zoning:** The CITY hereby confirms that the Ashley Pointe – Unit 1 Subdivision is zoned R-2 Single Family Residence District zoning to allow for the construction of the one hundred two (102) single-family lots being purchased by Hovnanian.
 - a. **The City concurs with this statement.**
2. **City Fees:** The City hereby confirms that the only fees payable by Hovnanian in connection with its construction of homes on the Property under the Annexation Agreement, as amended or any ordinances of the City are the fees listed in the fee schedule attached to this letter as Exhibit B. No other fees, including but not limited to roadway impact fees and park contributions and land-cash fees shall be applicable to the Property.
 - a. **The City concurs with this statement. The attached fee schedule has been verified by the City staff. However, it is important to note that the lock on the building permit fee schedule is set to expire on October 8, 2023 which will affect the water connection fees, water meter cost and certain development fees (municipal building). This is further referenced in item #9 below.**
3. **Recaptures:** The City hereby confirms that no part of the Property is subject to any claims under a recapture agreement for reimbursement of the cost to install public improvements serving other property.
 - a. **The City concurs with this statement.**

4. **Public Improvements:** The City hereby confirms that Hovnanian shall not be responsible to construct any public improvements on or within the Ashley Pointe Subdivision other than parkway trees and sidewalks on the Property Hovnanian is purchasing. The City further confirms that Hovnanian shall have no obligation to improve any internal or off-site streets. Additionally, the current developer of the Ashley Pointe Subdivision, John & Michelle Stewart's failure to construct any public improvements and interior, exterior of off-site roadways shall not cause to City to withhold Hovnanian's building or occupancy permits or take any other action against Hovnanian. The City and Hovnanian acknowledge that all public improvements for all phases of the Ashley Point Subdivision are not the responsibility of Hovnanian.
 - a. **The City concurs that the public improvements for Unit 1 of the Prestwick of Yorkville/Ashley Pointe subdivision are the responsibility of the current developer, John & Michelle Stewart, with the exception of parkway trees and sidewalks per Section 4 of the First Amendment to the Annexation Agreement (Ord. 2013-56). Such required public improvements are detailed in a punchlist letter dated March 5, 2018 prepared by the City's engineer, EEI, and secured by bond in the amount of \$178,770.50 via surety bond #0598131 held by the United City of Yorkville.**
5. **Punch List and Acceptance of Public Improvements.** The City hereby confirms that the only outstanding public improvements in the Ashley Point – Unit 1 Subdivision are the items specified on Exhibit C attached hereto which are not Hovnanian's obligations to complete. Upon completion of said remaining public improvements and inspection by the City, the city will accept in the future the public improvements, including, water systems, sewer improvements not maintained by the Yorkville-Bristol Sanitary District, lift station and public roadways.
 - a. **The City concurs with this statement. The punchlist letter dated March 5, 2018 prepared by the City's engineer, EEI, is the most current; however, as work is completed by the developer, the City will recommend starting the acceptance process.**
6. **Subdivision Security.** The City hereby confirms that other than surety required at the time of building permit issuance for each lot owned by Hovnanian, Hovnanian shall have no other obligation to post any surety for subdivision improvements.
 - a. **The City concurs with this statement. The current developers, John and Michelle Stewart, have secured a bond in the amount of \$178,770.50 to ensure the completion of the outstanding work items identified in the March 2, 2018 punchlist referenced above.**
7. **Water Availability.** The City hereby confirms that water shall be provided to the Property by the City. The City represents that sufficient water capacity is available to serve the Property.
 - a. **The City concurs with this statement.**
8. **Storm Water Management.** The City hereby confirms that Hovnanian shall have no obligation to modify the existing storm water improvements located in the Ashley

Pointe – Unit 1 Subdivision which have been constructed pursuant to the approved engineering plans.

a. **The City concurs with this statement.**

9. **City Fee and City Code Ordinance Lock:** The City hereby confirms that the building code and fee freeze provisions contained in the Annexation Agreement for The Prestwick of Yorkville Subdivision, recorded as document no. 200500039118, as amended are applicable to the Property being purchased by Hovnanian and that no fee increases or building code updates shall be applicable to the Property until October 8, 2023.

a. **The City concurs with this statement.**

10. **Model Homes, Sales Trailers & Contractor's Trailers:** The City hereby confirms that the model home, sales trailer and contractor trailer provisions contained in the Annexation Agreement for The Prestwick of Yorkville Subdivision, recorded as document no. 200500039118, as amended are applicable to the Property being purchased by Hovnanian.

a. **The City concurs with this statement.**

11. **City Appearance Code.** The City hereby acknowledges that the City's Appearance Code approved by Ordinance on June 15, 2005 is inapplicable to the Property as the Ashley Point Subdivision approvals were granted on April 26, 2005 and predate the City's appearance code.

a. **The City concurs with this statement.**

The estoppel letter is proposed to be executed by the Mayor, City Administrator and the current developer, John and Michelle Stewart to ensure that all parties are in agreement of the subdivision obligations.

Proposed Restated Declaration of Covenants

The currently adopted Declaration of Covenants and Restrictions for The Highlands at Ashley Pointe (Doc #200700014390) and the proposed restated declaration of the homeowner's association (HOA) covenants prepared by K. Hovnanian are attached for your review and comparison. The City Attorney has reviewed the attached draft and notes that major change is that the City is no longer mentioned as having any rights pursuant to the Declaration.

The City's rights in the prior Declaration were as a default to the association to be able to enforce the covenants in their absence. It has been the City's position to not have any obligation in the enforcement of homeowners' covenants, as we maintain the authority to enforce our own ordinances even against the association. Additionally, the existing five (5) property owners of homes previously constructed in the development will also have to sign-off on the amended declarations. Therefore, City staff and the City Attorney have no objections to the requested amended and restated declaration.

Since the prior declaration stated no amendments or changes regarding the City's rights within the document could occur without the consent of the City, the attached draft ordinance has been prepared by the City Attorney for your consideration.

Staff Comments:

Staff is supportive of the requested estoppel letter and amended and restated declaration of covenants. Since no public hearing is required, and in consideration of the contract purchasers due diligence period, staff is seeking feedback from the EDC with the intention of placing on the August 14, 2018 City Council meeting for final determination.

The attorney and a representative for the contract purchaser, K. Hovnanian, will be present at Tuesday night's meeting to answer any questions from the EDC regarding this matter.

Attachments:

1. Copy of Draft Ordinance
2. Copy of Draft Estoppel Letter with exhibits
3. Copy of Draft Amended and Restated Declaration of Covenants, Conditions, Restrictions for Ashley Pointe Homeowners Association.
4. Copy of current bond for Prestwick of Yorkville/Ashley Pointe Unit 1
5. Copy of the current Highlands at Ashley Pointe Declaration of Covenants and Restrictions (Document #200700014390)

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE AMENDMENT OF THE DECLARATION FOR THE ASHLEY POINTE HOMEOWNERS ASSOCIATION AND APPROVING AN ESTOPPEL LETTER

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City approved a development formerly known as the Highlands at Ashley Pointe for the development of approximately 85.23 acres of real property generally located on the southwest corner of Ashley Road and Illinois Route 126; and,

WHEREAS, the Yorkville Farms Development, LLC, the former developer, prepared and filed *THE HIGHLANDS AT ASHLEY POINTE DECLARATION OF COVENANTS AND RESTRICTIONS* (the “Original Declaration”) establishing The Highlands at Ashley Pointe Homeowners Association; and,

WHEREAS, although the City was not a party to the Original Declaration, the Original Declaration provided in paragraph 14.6 that no amendment to the Original Declaration granting rights to the City could be adopted without the prior written consent of the City; and,

WHEREAS, John and Michelle Stewart (the “Current Owner”) owns and is the contract seller of 102 of the 108 existing lots of the original development and has requested that the City consent to the filing of the *AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR ASHLEY POINTE HOMEOWNERS ASSOCIATION* (the “Amended Declaration”); and,

WHEREAS, the owners of the remaining 6 lots in this development have joined the Current Owner in the request for the City to approve the Amended Covenants for the Ashley Pointe Homeowners Association; and,

WHEREAS, the Current Owner has also requested that the City approve an *Estoppel letter Regarding – Ashley Pointe Subdivision – Unit #1 f/k/a Prestwick of Yorkville Subdivision*), Yorkville, Illinois to clarify and restate the remaining development issues for the 102 lots that are to be purchased and developed by K. Hovnanian T&C Homes at Illinois, L.L.C.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That all of the recitals set forth in the preambles to this Ordinance are correct and are hereby incorporated as if fully set forth herein.

Section 2: That the City hereby consents to the amendment of *THE HIGHLANDS AT ASHLEY POINTE DECLARATION OF COVENANTS AND RESTRICTIONS* by the recording of the *AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS FOR ASHLEY POINTE HOMEOWNERS ASSOCIATION* attached hereto and made a part hereof as Exhibit A

Section 3: That the *Estoppel letter Regarding – Ashley Pointe Subdivision – Unit #1 jf/k/a Prestwick of Yorkville Subdivision*), Yorkville, Illinois attached hereto and made a part hereof as Exhibit B be and is hereby approved and the Mayor, City Administrator and Community Development director are authorized to sign said Estoppel Letter on behalf of the City.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	ALEX HERNANDEZ	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

MAYOR

UNITED CITY OF YORKVILLE, ILLINOIS

K. Hovnanian T&C Homes at Illinois, L.L.C.
Attention: Jon Isherwood, Vice President Land Acquisition
1804 N. Naperville Blvd., Suite 200
Naperville, Illinois 60563

Re: Estoppel Letter Regarding - Ashley Pointe Subdivision – Unit #1 (f/k/a Prestwick of Yorkville Subdivision), Yorkville, Illinois

Dear Mr. Isherwood:

The undersigned, the United City of Yorkville, an Illinois municipal corporation (the “City”), acknowledges that K. Hovnanian T&C Homes at Illinois, L.L.C., an Illinois limited liability company (“**Hovnanian**”), has entered into a contract to acquire certain property located in the City south of Illinois Route 126 and west of Ashley Road consisting of 102 improved residential building lots in the development commonly known as the Ashley Pointe – Unit #1 Subdivision (the “**Property**”) which Property is legally described on Exhibit A. The City acknowledges that Hovnanian is requiring this estoppel letter as a condition of waiving its right to terminate the Real Estate Purchase Contract (the “**Contract**”) with Seller under the Contract’s due diligence contingency, and close on the Property. Accordingly, the City hereby certifies and confirms to Hovnanian, and acknowledges and agrees as follows:

1. **Zoning:** The CITY hereby confirms that the Ashley Pointe – Unit 1 Subdivision is zoned R-2 Single Family Residence District zoning to allow for the construction of the one hundred two (102) single-family lots being purchased by Hovnanian.

2. **City Fees:** The City hereby confirms that the only fees payable by Hovnanian in connection with its construction of homes on the Property under the Annexation Agreement, as amended or any ordinances of the City are the fees listed in the fee schedule attached to this letter as Exhibit B. No other fees, including but not limited to roadway impact fees and park contributions and land-cash fees shall be applicable to the Property until expiration of the fee lock new fees may apply.

3. **Recaptures:** The City hereby confirms that no part of the Property is subject to any claims under a recapture agreement for reimbursement of the cost to install public improvements serving other property.

4. **Public Improvements:** The City hereby confirms that Hovnanian shall not be responsible to construct any public improvements on or within the Ashley Pointe Subdivision other than parkway trees and sidewalks on the Property Hovnanian is purchasing. The City further confirms that Hovnanian shall have no obligation to improve any internal or off-site streets. Additionally, the current developer of the Ashley Pointe Subdivision, John & Michelle Stewart’s failure to construct any public improvements and interior, exterior of off-site roadways

shall not cause to City to withhold Hovnanian's building or occupancy permits or take any other action against Hovnanian. The City and Hovnanian acknowledge that all public improvements for all phases of the Ashley Point Subdivision are not the responsibility of Hovnanian.

5. **Punch List and Acceptance of Public Improvements.** The City hereby confirms that the only outstanding public improvements in the Ashley Point – Unit 1 Subdivision are the items specified on Exhibit C attached hereto which are not Hovnanian's obligation to complete. Upon completion of said remaining public improvements and inspection by the City, the city will accept in the future the public improvements, including, water systems, sewer improvements not maintained by the Yorkville-Bristol Sanitary District, lift station and public roadways.

6. **Subdivision Security.** The City hereby confirms that other than surety required at the time of building permit issuance for each lot owned by Hovnanian, Hovnanian shall have no other obligation to post any surety for subdivision improvements.

7. **Water Availability.** The City hereby confirms that water shall be provided to the Property by the City. The City represents that sufficient water capacity is available to serve the Property.

8. **Storm Water Management.** The City hereby confirms that Hovnanian shall have no obligation to modify the existing storm water improvements located in the Ashley Pointe – Unit 1 Subdivision which have been constructed pursuant to the approved engineering plans.

9. **City Fee and City Code Ordinance Lock:** The City hereby confirms that the building code and fee freeze provisions contained in the Annexation Agreement for The Prestwick of Yorkville Subdivision, recorded as document no. 200500039118, as amended are applicable to the Property being purchased by Hovnanian and that no fee increases or building code updates shall be applicable to the Property until October 8, 2023.

10. **Model Homes, Sales Trailers & Contractor's Trailers:** The City hereby confirms that the model home, sales trailer and contractor trailer provisions contained in the Annexation Agreement for The Prestwick of Yorkville Subdivision, recorded as document no. 200500039118, as amended are applicable to the Property being purchased by Hovnanian.

11. **City Appearance Code.** The City hereby acknowledges that the City's Appearance Code approved by Ordinance on June 15, 2005 is inapplicable to the Property as the Ashley Point Subdivision approvals were granted on April 26, 2005 and predate the City's appearance code.

12. **Reliance.** The City hereby acknowledges that Hovnanian will rely upon the representations and agreement made by the City herein in connection with Hovnanian's agreement to waive its right to terminate the Contract and close on the Property.

EXECUTED THIS ____ DAY OF AUGUST, 2018.

THE UNITED CITY OF YORKVILLE, ILLINOIS,
An Illinois municipal corporation

By: _____
Name: _____
Its: Mayor

By: _____
Name: John & Michelle Stewart's
Owner:

By: _____
Name: _____
Its: City Administrator

Exhibit A

Description of the Property

LOTS 1-10, 13-22, 33-36, 23-32, 37-41, 43-50, 52, 53-62, lot 63 or lot 65, 67-79, 66, & 80-108
IN THE PRESTWICK OF YORKVILLE UNIT 1 , ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 31, 2006 AS DOCUMENT 200600035287, IN THE UNITY CITY OF
YORKVILLE, KENDALL COUNTY, ILLINOIS.

Exhibit B
Fee Schedule

[See attached]

Exhibit C
Punch List

[See attached]



Prestwick of Yorkville

FEES PER UNIT

FEE LOCK EXPIRATION OCTOBER 8, 2023 (ORD. 2013-56)

A paid receipt from the School District Office, 602-A Center Parkway
Yorkville, must be presented to the City prior to issuance of permit \$3,000

Separate Yorkville-Bristol Sanitary District fee - made payable to Y.B.S.D. \$1,400

United City of Yorkville Fees

1. Building Permit \$650 + \$0.20(SF)
Cost \$650 plus \$0.20 per square foot

2. Water Connection Fees \$3,700
SF and DU N / A
2+ Bed Att

3. Water Meter Cost \$550
Detached Units N / A
Attached Units

4. City Sewer Connection Fees \$2,000

5. Water and Sewer Inspection Fee \$25

6. Public Walks/Driveway Inspection Fee \$35

7. Development Fees

Public Works	\$700
Police	\$300
Municipal Building	\$150
Library (see note "b" below)	
Unit 1	\$250
Unit 2	\$500
Parks & Recreation	\$50
Engineering	\$100
Bristol-Kendall Fire (see note "c" below)	
Unit 1	\$500
Unit 2	\$1,000
Development Fees Total	
Unit 1	\$2,050
Unit 2	\$2,800

8. Land Cash Fees see note "a" below

	Apartment	Townhome	Duplex	Single Family
Park	N / A	N / A	N / A	\$0.00
School	N / A	N / A	N / A	\$1,792.68
Land-Cash Fees Total	\$0.00	\$0.00	\$0.00	\$1,792.68

9. Road Contribution (see note "d" below) \$0

10. Weather Warning Siren Fee (see note "e" below) \$54.25

Note:

- a. School fee payments are estimates based on 268 total lots. May need to be updated if total lots are revised.
- b. Developer prepaid 50% of Library Fee for Unit 1 (\$26,000). Remaining lots in Unit 1 (104) to pay \$250.00/lot at building permit. All remaining lots in Unit 2 to pay \$500.00/lot at building permit.
- c. Developer prepaid 50% of BKFD Fee for Unit 1 (\$54,000). Remaining lots in Unit 1 (104) to pay \$250.00/lot at building permit. All remaining lots in Unit 2 to pay \$500.00/lot at building permit.
- d. All road contributions are to be satisfied by improvements to Penman/Rte. 126; Ashley Road/Rte. 126; & Ashley Rd.
- e. \$75/acre x 193.81 acres = \$14,535. \$14,535/268 lots = \$54.25 per lot payable at building permit.

**UNITED CITY OF YORKVILLE
ENGINEERING FINAL INSPECTION**

Site Address	Permit #
Lot/Sub:	Contact:

INSPECTION	SECURITY AMOUNT	PASS	FAIL	AMOUNT
BASED ONFIELD VERIFICATION				
DRIVEWAY				
<i>Concrete</i>	\$4,000			
<i>Asphalt</i>	\$2,000			
APRON				
<i>Concrete</i>	\$1,300			
<i>Asphalt</i>	\$650			
PARKWAY TREE 2.5" DIAMETER*	\$400			
STORM STRUCTURES	\$750			
WATER STRUCTURES	\$750			
SANITARY STRUCTURES	\$750			
PUBLIC WALK				
<i>Interior Lot</i>	\$2,350			
<i>Corner Lot</i>	\$7,000			
PROPERTY CORNERS	\$250			
FRONT/REAR				
GRADING/DRAINAGE	\$200			
SIDE YARD L WINDOW WELL				
GRADING/DRAINAGE	\$200			
SIDE YARD R WINDOW WELL				
GRADING/DRAINAGE	\$200			
B-BOX	\$250			
Must be Operable				
Outside Reader Installed				
		TOTAL X 150% =		\$

INSPECTOR:	Date:
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*Parkway tree measured 6 inches above grade.

Note:

This inspection checklist is for the purpose of occupancy only. All items identified as needing repairs or modifications are to be satisfactorily completed prior to issuance of a final certificate of occupancy.



Engineering Enterprises, Inc.

March 5, 2018

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Ashley Pointe (Prestwick) Subdivision
United City of Yorkville
Kendall County, Illinois**

Krysti:

This letter serves as an updated punchlist for the development. Outstanding items are as follows:

1. The storm water basin reports have been reviewed and found to be acceptable. The developer / HOA should continue to maintain the basins as appropriate.
2. The Route 126 and Penman Road intersection improvements need to be constructed.
3. Per Ordinance 2013-56 the developer agreed to pave a parking area within lot 359 (park site). This work has yet to be completed.

The following are related to the storm sewer televising and repairs.

4. The following storm sewer sections were not televised and should be submitted for review:
 - Structure 100 to 102
 - Structure 102 to 106
 - Structure 210 to 212
 - Structure 208 to 210
 - Structure 11 to 13
5. The following setups were incorrectly labeled in the contractor review sheets and need to be corrected:
 - Setup 70 should read Structure 122 to 126
 - Setup 162 should read Structure 366 to 364
 - Setup 164 should read Structure 362 to 366
 - Setup 172 should read Structure 374 to 376
 - Setup 173 should read Structure 376 to 396

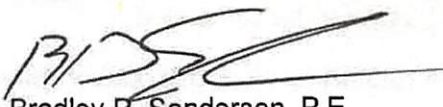
Ms. Krysti Barksdale-Noble
March 5, 2018
Page 2

6. Setup 157 is missing and needs to be provided.
7. The following setups contained blurry video, missing video, or mislabels in the contractor review comments:
 - Setup 161
 - Setup 162
 - Setup 170
 - Setup 171
 - Setup 172
 - Setup 173
 - Setup 180
 - Setup 181
 - Setup 183
 - Setup 184
 - Setup 185
 - Setup 192
8. There are several pipe sections that need to be cleaned. Please see the attached summary sheet.
9. There are several deficiencies noted in the storm sewer runs that need various repairs. Please see the attached summary sheet.

As soon as the storm repairs are made, the developer should request acceptance of the public improvements. If you have any questions or require any additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/nls

Enclosures

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Ms. Lisa Pickering, Deputy Clerk (via e-mail)
Ms. Michelle Stewart (via e-mail)
DSS, NLS, JAM, EEI (via e-mail)

Prestwick Subdivision - Storm Sewer Televising Review

Setup	Street	US MH	DS MH	Pipe Structure Number	Size (in)	Length (ft.)	Length In Televising (ft.)	Comments	Taps	Defects	Cleaning Required	Broken sections in roadway
1	Shetland Lane	308	310	309	27	97	101.1			Water backing up @ 70' to 81/2x4 obstruction @ 100' @ structure 310	X (structure 310)	
2	Prestwick Lane	304	308	305	27	82	81.1					
3	Prestwick Lane	306	308	307	12	5	4.2					
4	Shetland Lane	310	314	311	27	28	23.9	Started downstream @ 314				
5	Shetland Lane	312	314	313	12	5	7.2	Started downstream @ 314		Debris build-up through entire run/Obstruction @ 312 - appears to be snow pile	X	
6	Shetland Lane	314	318	315	27	42	38.8			Possible joint obstruction or seating issue @ 8.9'		
7	Lot 41	316	320	317	27	137	141.2	slopes are different on sheets 67 and 14				
8	Shetland Lane	336	338	337	12	27	27	Started downstream @ 338		Debris build-up starting @ 16.7' to run end.	X	
9	Lot 39	336	340	339	15	150	150			Small mud pile @ 36.8'/Mud in joint @ 127.7'	X	
10	Shetland Lane	324	328	326	12	27	26	Started downstream @ 328		Leaves and debris @ 23.9'	X	
11	Lot 37	320	328	327	15	18	20.1					
12	Lot 37	328	330	329	15	99	101					
13	Shetland Lane	534	538	535	12	5	5.7					
14	Shetland Lane	538	540	541	12	5	6.5			Leaves and debris @ 540	X	
15	Shetland Lane	538	540	537	18	28	28.5	Started downstream @ 540				
16	Shetland Lane	540	542	541	18	34	38.3			Cracked and broken joint @ 5.4'		No
17	Lot 81	542	544	543	18	136	135.7			Cracked and broken joint @ 47.1' w/aler sitting from 71 to 57', 95.5 to 111', and 120 to structure 544		No
18	Gleneagles Lane	524	528	525	12	27	26.3	Outlet invert higher than inlet invert		Debris buildup @ joint @ 524/Mud and silt through run	X	
19	Gleneagles Lane	526	528	527	15	27	28.1					
20	Lot 83	526	530	529	15	150	148.3					No
21	Lot 37	330	332	331	18	78	78.5	Started downstream @ 332				
22	Lot 37	332	334	333	18	52	52.9					
23	Lot 38	334	340	335	27	75	78.8			Mud in pipe run, heavier from start to 27' and 35' to 70'	X	
24	Lot 39	322	340	323	27	75	81.6	Started downstream @ 340				
25	Lot 40	320	322	321	27	76	77.2	Started downstream @ 322				
26	Lot 41	318	320	319	12	77	78.8			Mud from 26' to 35'	X	
27	Gleneagles Lane	494	496	495	18	47	50.2	Started downstream @ 496/slopes are different on sheets 15 and 65		Mud up to 37'/chipped joint @ 40.3'	X	
28	Lot 85	496	520	497	36	132	128.4					No
29	Gleneagles Lane	488	490	489	12	5	4.9			Debris buildup through run	X	
30	Gleneagles Lane	490	494	491	12	26	28.3					
31	Gleneagles Lane	492	494	493	12	5	4.5			Debris buildup through run - mud and leaves	X	
32	Gleneagles Lane	486	496	487	36	86	88.3	Started downstream @ structure 496/Slopes are different on sheets 15 and 65		Debris buildup @ 15'	X	
33	Lot 48	484	486	485	36	104	105.8	Started downstream @ structure 486				
34	Lot 50	482	484	483	36	129	128.6	Started downstream @ structure 484		wood block/debris @ 69.5'	X	
35	Lot 52	486	482	487	36	150	151	Started downstream @ structure 482	Tap @ 35.1' @ 1 o'clock	Heavy mud and silt buildup from structure 482 to 907/Mud @ 104'	X	
36	Lot 53	484	488	485	36	102	104.5	Started downstream @ structure 488		Mud @ 167'/Longitudinal crack @ 78.2'/Mud or wood @ 98'	X	
37	Lot 55	514	518	515	21	172	174.1					
38	Whitlock Lane	512	514	513	21	67	13.1	Started downstream @ structure 514/Slopes on sheets 23 and 71 do not match		Outlet invert on structure 512 higher than intel inverts/Heavy mud buildup @ structure 514/Appears that a utility line was bored into the storm sewer @ 11.7' - damaged pipe and gasket - video stopped here	X	No
39	Whitlock Lane	512	514	513	21	67	77.6			See defects on setup 38		
40	Lot 76	508	512	509	18	85	85.9	Started downstream @ structure 512				
41	Lot 76	508	508	507	18	44	48.8	Started downstream @ structure 508		Heavy mud and debris from structure 508 to 26.6'	X	
42	Lot 75	510	512	511	12	33	33.2	Started downstream @ structure 512				
43	Whitlock Lane	130	132	131	12	27	25.8			Debris @ 24'	X	
44	Whitlock Lane	132	134	133	12	29	30.8	Started downstream @ structure 134				
45	Whitlock Lane	134	140	135	12	75	75.8					
46	Lot 92	168	170	169	12	156	158.2	Started downstream @ structure 170		Light mud up to 8.5'/Broken section @ joint @ 13.7'/Broken sections @ joint @ 61.8' - gasket intact	X	No

Prestwick Subdivision - Storm Sewer Televising Review

Setup	Street	US MH	DS MH	Pipe Structure Number	Size (in)	Length (ft.)	Length in Televising (ft.)	Comments	Taps	Defects	Cleaning Required	Broken sections in roadway
47	Lot 91	168	168	167	12	73	74.0	Started downstream @ structure 168/Slope reads 0%, calculated is 3.63%				
48	Lot 93	170	170	171	12	196	197.6			Small cracks @ 179.4'		No
49	Lot 94	178	180	179	15	205	206.6					
50	Lot 100	184	180	185	21	185	185.3					
51	Lot 88	162	164	163	21	35	35.7	Started downstream @ structure 164				
52	Lot 97	160	162	161	12	82	81.1					
53	Lot 97	182	182	183	21	154	152					
54	Whitekirk Lane	142	152	151	21	91	92.4	Started downstream @ structure 152/Slopes do not match on sheets 23 and 71 - calculated 1.56%				
55	Lot 99	158	164	159	12	136	136.3			Hole in joint @ 84.4' - gasket appears to be intact/Hole in joint @ 100.6' - gasket appears to be intact		No
56	Lot 99	156	158	157	12	168	168.6	Started downstream @ structure 158				
57	Aberdeen Court	182	186	183	12	3	3.8					
58	Aberdeen Court	184	186	185	12	3	4.2					
59	Aberdeen Court	188	188	187	15	33	35.7	Slopes are different on sheets 19 and 71				
60	Dunbar Court	172	176	173	12	3	4.2					
61	Dunbar Court	174	176	175	12	3	3.8					
62	Dunbar Court	176	178	177	15	29	31.9	Slopes are different on sheets 19 and 71				
63	Whitekirk Lane	138	138	137	12	27	28.7					
64	Whitekirk Lane	138	140	139	12	29	29.7			Mud and debris @ 10.9'	X	
65	Whitekirk Lane	154	156	155	12	27	28.8			Mud throughout run	X	
66	Lot 79	128	140	129	15	88	90.9	Started downstream @ structure 140		Mud @ 4'	X	
67	Lot 68	126	128	127	12	48	48.3	Started downstream @ structure 128				
68	Lot 68	124	126	125	12	27	28.1	Review should read structure 126 not 127				
69	Lot 67	140	142	141	18	141	142.4	Plans show 18" pipe, review says 21"		Water infiltration @ joint @ 133.6'		No
70	Lot 70	122	126	123	12	74	75.1	Review should read structure 126 not 127		Mud @ start 0'	X	
71	Lot 71	120	122	121	12	87	87.6	Started downstream @ structure 122		Mud and debris starting @ 7.4' to 37', 63' to structure 502	X	
72	Lot 72	502	504	503	12	148	148.7	Started downstream @ structure 504		Mud at start 0'	X	
73	Lot 78	504	506	505	12	65	64.6					
74	Lot 74	506A	506	506B	12	58	57.2	Started downstream @ structure 506		Mud and debris starting @ 22' to 40'	X	
75	Callender Trail	143	145	144	12	6	5.2			Mud through run	X	
76	Callender Trail	145	149	148	12	28	28.6			Broken pipe @ joint @ 9.3'/Debris through the end of the run	X	Yes
77	Callender Trail	147	149	148	12	5	4.8					
78	Callender Trail	149	142	150	18	19	20					
79	Whitekirk Lane	104	106	105	12	6	5.1			Mud through run	X	
80	Whitekirk Lane	106	110	107	12	20	20.2					
81	Whitekirk Lane	108	110	109	12	6	6.8					
82	Whitekirk Lane	110	110B	110A	15	19	20.1					
83	Lot 105	110B	114	111	18	140	145.8					No
84	Callender Trail	200	202	201	12	27	28					Yes
85	Callender Trail	202	204	203	12	18	20.5					
86	Lot 62	204	210	205	12	119	120			Hoof @ joint @ 76.2' - gasket looks to be intact		No
87	Lot 61	206	208	207	12	113	114.3					
88	Lot 57	442	444	443	12	170	174.2			Hole @ joint @ 13.1' - gasket appears to be intact/Hole @ joint @ 85.1' - gasket appears to be intact/Hole @ joint @ 93.2' - gasket appears to be intact		No
89	Lot 58	444	446	445	12	91	89.3			2x4 debris in structure 446		
90	Lot 55	446	448	447	12	76	77.8			Hole in joint @ 29.8' - gasket appears to be intact/Mud and debris from 37.9' to 55.6'	X	No
91	Lot 54	448	450	449	21	98	98.6					
92	Whitekirk Lane	450	454	451	27	35	36.5			Mud and debris from 17' to 30'	X	
93	Whitekirk Lane	454	462	455	27	57	59.7	Slopes are different on sheets 24 and 67				
94	Lot 53	462	464	463	27	140	140.5			Debris from 116' to structure 464	X	

Prestwick Subdivision - Storm Sewer Televising Review

Setup	Street	US MH	DS MH	Pipe Structure Number	Size (in)	Length (ft.)	Length in Televising (ft.)	Comments	Taps	Defects	Cleaning Required	Broken sections in roadway
95	Lot 273	440	448	441	21	107	107.7	Started downstream @ structure 446		Heavy mud and debris throughout run	X	
96	Callender Trail	468	470	469	12	5	5.1					
97	Callender Trail	468A	470	468B	12	5	5.7					
98	Callender Trail	470	474	471	18	27	28.2					
99	Callender Trail	472	474	473	12	5	5.1					
100	Whitlock Lane	430	450	431	21	95	98.1			Light mud from 86' to structure 460	X	
101	Prestwick Lane	480	482	481	21	103	102.3					
102	Whitlock Lane	456	458	457	12	31	30.7	Missing record drawing sheet 25/Started downstream @ structure 459		Mud and debris throughout run	X	
103	Whitlock Lane	458	460	459	12	32	33.7			Mud and debris throughout run	X	
104	Whitlock Lane	462	464	463	12	4	5.2					
105	Callender Trail	498	500	499	12	27	26.7	Started downstream @ structure 500		Heavy mud throughout run	X	
106	Callender Trail	500	502	501	12	28	28.2					
107	Callender Trail	474	476	475	21	37	37.8		Tap @ 24.9' @ 12 o'clock	Soil infiltration @ tap break in @ 24.9'/Heavy mud from 24.9' to structure	X	No
108	Whitlock Lane	476	480	477	24	25	26.4					
109	Whitlock Lane	478	480	479	12	5	4.3			Mud in run	X	
110	Lot 51	480	482	481	27	167	169.3	Started downstream @ structure 482				
111	Prestwick Lane	302	304	303	12	8	4.6					
112	Prestwick Lane	300	304	301	24	46	47.7	Started downstream @ structure 304				
113	Penman Road	348	348	347	12	38	35.9	Started downstream @ structure 349				
114	Penman Road	348	350	349	15	67	67.4	Started downstream @ structure 350				
115	Lot 26	350	352	351	24	223	224					No
116	Penman Road & Wren Road	358	374	359	24	269	263.3					No
117	Penman Road & Wren Road	344	350	345	18	99	98.3	Televised DSMH → USMH		TV says 15" RCP		No
118	Penman Road & Wren Road	352	354	353	12	5	5.0					
119	Penman Road & Wren Road	354	356	355	12	26	25.0					Yes
120	Penman Road & Wren Road	356B	356	356A	12	6	4.4					
121	Penman Road & Wren Road	356	358	357	18	30	29.3					
122	Wren Road	224	226	225	12	78	79.6			Joint Separation @ 16.4', Dry Mud @ 16.4'	X	No
123	Wren Road	222	224	223	12	77	77.5	Televised DSMH → USMH				
124	Wren Road	220	222	221	12	127	128.4	Televised DSMH → USMH		Fracture in joint @ 50.5'		No
125	Wren Road	218	220	219	12	35	32.8	Televised DSMH → USMH				
126	Wren Road	226	228	227	12	76	76.9					No
127	Wren Road	228	230	229	12	76	76.4					No
128	Wren Road	230	232	231	12	76	75.7			Joint separation @ 3.0' with active infiltration		No
129	Wren Road	232	244	233	18	76	77.5	TV says 12" RCP				
130	Wren Road	240	242	241	12	76	76.6	TV says 15" RCP				
131	Wren Road	242	244	243	12	76	76.5					
132	Wren Road	230	240	239	12	156	159.4	Televised DSMH → USMH		Hole @ 152.3' (no active infiltration)		No
133	Wren Road	236	238	237	12	76	76.2	Televised DSMH → USMH		Broken bell w/ visible gasket @ 55'		No
134	Wren Road	234	236	235	12	77	3.7	Televised DSMH → USMH		Joint offset @ 3.6'		No
135	Wren Road	234	236	235	12	77	77.8			Joint offset @ 74.2'		No
136	Wren Road	1	3	2	12	6	5.1					
137	Wren Road	3	7	6	12	6	5.2					
138	Wren Road	3	7	4	12	26	25.5	Televised DSMH → USMH				
139	Wren Road	7	9	8	18	18	18.5	Televised DSMH → USMH				
140	Wren Road	9	11	10	18	138	142.2					
141	Wren Road	11	13	12	18	18	14.7			Full of Debris	X	No
142	Wren Road	248	250	249	12	6	6.2			Debris @ 1.0'	X	No
143	Wren Road	246	250	247	12	6	6.3			Minor Debris	X	
144	Wren Road	244	250	245	18	149	151.8	Televised DSMH → USMH		Hole in joint @ 40.5', Debris in beginning, Minor Debris within full length of pipe.	X	No
145	Wren Road	250	256	251	21	26	26.2			Joint Separation @ 5.2'		Yes
146	Wren Road	252	258	253	12	6	6.2			Debris in beginning	X	
147	Wren Road	254	258	255	18	6	6.2			Debris @ 1.0'	X	
148	Wren Road	256	258	257	21	18	18.8					
149	Wren Road	258	260	259	21	166	160.3	Full of water @ PES in end		Crumbled joint (no infiltration) @ 65.0'		No
150	Wren Road	216	218	217	12	27	26.4			Joint separation (no infiltration) @ 0.1', Visible debris within joints @ 4.4', Minor debris @ 11'	X	Yes
151	Wren Road	342	344	343	12	181	155.6	Televised DSMH → USMH		Active infiltration at joint @ 39.0' & 63.0'		No
152	Montrose Court	380	376	379	12	6	6.2			Minor Debris	X	

Prestwick Subdivision - Storm Sewer Televising Review

Setup	Street	US MH	DS MH	Pipe Structure Number	Size (in)	Length (ft.)	Length In Televising (ft.)	Comments	Tape	Defects	Cleaning Required	Broken sections in roadway
153	Montrose Court	362	370	361	12	5	8.2			Minor Debris	X	
154	Montrose Court	378	378	377	15	15	17.1					
155	Montrose Court	364	376	363	12	68	69.0	Televised DSMH -> USMH				
156	Montrose Court	368	370	369	12	78	79.0					
157								MISSING SHEET				
158	Montrose Court	370	372	371	12	33	34.3			Hole in Pipe @ 4.6', 12.6' & 12.9', Debris - light to heavy towards end	X	No
159	Penman Road	372	374	373	12	80	80.7	Televised DSMH -> USMH		Cracked bell @ 77.4'		No
160	Penman Road	364	374	341	30	104	108.7	Televised USMH -> USMH				
161	Penman Road	364	365	365	12	6	8.2	NOT GOOD video				
162	Penman Road	386	384	385	12	36	35.0	video LABELED WRONG, should be 386 to 384				
162	Penman Road	366	374	367	15	74	73.6	CORRECT INFO IN video, incorrect info on review sheet				
163	Penman Road	362	360	361	12	5	8.2	Televised DSMH -> USMH				
164	Penman Road	362	360	363	12	35	33.6	WRONG MH NUMBERS, should be DSMH (366) Pipe (363)				
165	Penman Road	388	384	385	12	38	35.0			Minor Debris @ 8.1' to 10.0'	X	
166	Penman Road	388	392	387	12	6	8.2			Debris throughout pipe	X	
167	Penman Road	392	394	393	12	33	33.6			Broken bell @ 17.6'		Yes
168	Penman Road	390	394	389	12	6	6.0			Debris at 1.6' to 4.5'	X	
169	Penman Road	394	396	395	15	21	21.7	TV Review has 12"				
170	Penman Road	396	396	397	36	397	26.3	TV Review has 12", bad video				
171	Penman Road	270	272	271	24	140	140.7	Televised DSMH -> USMH, TV Review has 12", Full of water, bad video				No
172	Penman Road	274	276	375	36	230	231.9	USMH (374) DSMH (376) (378), Last 15' not visible				
173	Penman Road	364	396	391	36	226	231.9	USMH (376), bad video				
174	Glen Eagles Lane	618	618	617	21	75	60.0			Slight sag @ 45'		
175	Glen Eagles Lane	618	620	619	21	76	76.0					
176	Glen Eagles Lane	620	622	621	42	74	83.5			Minor debris @ 24.8'	X	
177	Glen Eagles Lane	622	630	623	42	74	74.3					
178	Glen Eagles Lane	630	632	631	42	127	127.5					
179	Glen Eagles Lane	632	644	633	42	117	118.1					
180	Glen Eagles Lane	644	646	645	42	111	116.6	1/3 Full of water, bad video				
181	Glen Eagles Lane	646	646	647	42	13	22.8	Full of water, bad video				
182	Aberdeen Court	181A	188	181B	27	89	88.0					No
183	Aberdeen Court	180	181A	181	27	119	112.3	Televised DSMH -> USMH, Blurry video				
184	Aberdeen Court	188	190	189	30	189	193.4	Blurry video, at 130' bad video, underwater				
185	Aberdeen Court	190	192	191	30	29	26.4	Submerged underwater				
186	Aberdeen Court	112	114	113	12	101	103.3			Slight joint separation (no infiltration) @ 6.2', Hole @ Joint @ 70.0' & 65.1', minor debris @ 80', storm sewer full of water at DSMH	X	No
187	Aberdeen Court	114	116	115	15	25	25.8	full of water due to FES				
188	Callender Trail	434	436	435	12	130	134.3	Televised DSMH -> USMH		Damaged joint (no infiltration) @ 41.0', hole in joint @ 118.4', debris along bottom of pipe 0-110'	X	No
189	Callender Trail	432	434	433	12	86	85.3	Televised DSMH -> USMH		Minor fracture @ 42.5', joint separation (no infiltration) @ 78.3', debris (mud) along bottom of pipe 0-25' & 45'-70.2', Hole @ joint with sedimentation @ 11.2', Debris from 11.5-62.0' & 75'-127'	X	No
190	Callender Trail	436	438	437	15	128	128.0					
191	Callender Trail	438	440	439	18	83	84.2			Debris from 34.0'-41.0' & 46'-55' & 70'-77'	X	No
192	Ashley Road	V	Y	U				NO ACTUAL video				
193	Ashley Road	V1	X1	W	12	36	40.7			Active infiltration at joint @ 28.3', High Water level @ 35' and full of debris due to FES	X	No
194	Ashley Road	AA	Y	Z	18	25	27.1	Televised DSMH -> USMH				
195	Ashley Road	AA	CC	BB	18	148	147.6	DSMH (CC)				

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
FOR ASHLEY POINTE
HOMEOWNERS ASSOCIATION**

Prepared by:
Vince M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, IL 60540

Return to:
Vince M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, IL 60540

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
FOR ASHLEY POINTE
HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions ("Declarations") for Ashley Pointe Homeowners Association is made this _____ day of _____ 2018, by the persons who are signatories below as the current record owners of property within the Ashley Pointe subdivision, the Ashley Pointe Homeowners Association, (the "Association") and Michelle and John Stewart, as Declarant ("Declarant").

WITNESSETH:

WHEREAS, Yorkville Farms Development, LLC, an Illinois limited liability company recorded certain covenants and restrictions ("Covenants") on May 2, 2007, (the "Original Recording Date") as document number 200700014390 with the Kendall County Recorder, affecting the property legally described in Exhibit A (the "Property"), then known as The Highlands at Ashley Pointe, in the United City of Yorkville, County of Kendall, State of Illinois; and

WHEREAS, as of the Original Recording Date, the Property has been improved with one hundred eight (108) fully improved single family residence lots ("Lots"); and

WHEREAS, the six record owners of the Lots identified on Exhibit B attached hereto ("Current Owners");

WHEREAS, K. Hovnanian _____, LLC ("KHOV") is the contract purchaser of one hundred two (102) of the Lots identified as the "Stewart Lots" on Exhibit C; and

WHEREAS, the Stewart Lots are to be transferred and conveyed in a series of four transactions in accordance with the Real Estate Sale Contract ("Contract") by and between KHOV and Yorkville Christian School Inc., an Illinois not for profit corporation ("YCS") as the intended grantor of the Stewart Lots under the Contract; and

WHEREAS, Declarant intends to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the reasonable benefit of the Owners (as hereinafter defined) and public welfare, and more specifically for the purpose of enhancing and protecting the value of the Property and insuring maintenance of the Common Area (as hereinafter defined) in conformity with all applicable ordinances, and for collecting and disbursing the assessments and charges hereinafter provided for, and for such other purposes as hereinafter described; and

NOW, THEREFORE, the Stewarts as Declarant and Owner of more than sixty six percent (66%) of the Lots hereby amends and restates the Declaration in its entirety, and hereby declare that the Property, except for the part of the former Lot 358 which is included in Lot 1 of the Re-Subdivision (as

hereinafter defined) shall be held, sold and conveyed subject to this Declaration containing the following covenants, conditions, restrictions, easements, charges and liens which shall replace in their entirety the Covenants and constitute the general plan for the benefit of and enforcement by all present and future owners of any of the Lots within the Property, so as to protect the value and desirability of the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 "Added Property" shall mean the real property described on Exhibit D provided the Added Property is or shall be developed as additional Common Area or subdivided into lots with residential improvements constructed thereon.
- 1.2 "Association" shall mean and refer to The Ashley Pointe Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.3 "Berm and Landscape Easement" shall mean the perpetual berm and landscape easement granted to the Association, in, upon and over the Berm Easement Area ("Berm Easement Area") described on Exhibit D hereto as granted in that Declaration of Covenant and Grant of Berm and Landscape Easement, recorded as document number 20070011391 with the Kendall County Recorder.
- 1.4 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.5 "Common Area" shall include Lot 357, Lots 360 through 363, inclusive and Lot 365, and Lot 2 of the Re-Subdivision for the common use and passive enjoyment by the Owners. Lot 1 of the Resubdivision shall be owned by and Yorkville Christian School Inc., an Illinois not for profit corporation and shall not be subject to this Declaration. Lot 359 shall be owned by the Yorkville Park District and shall not be subject to this Declaration.
- 1.6 "Declarant" shall mean and refer to John and Michelle Stewart and their successors and assigns.
- 1.7 "Designated Builder" shall mean such person(s) or entit(ies) as appointed by Declarant in a supplemental declaration who shall enjoy one or more of the rights of Declarant as contemplated in Section 8.9 hereof.
- 1.8 "Lot" shall mean the lots designated pursuant to a Subdivision Plat.
- 1.9 "Improvement" or "Improvements" shall mean and include any and all buildings, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvement of every kind and description.
- 1.10 "Member" shall mean and refer to every person or entity who owns a Lot in the Property.

- 1.11 "Owner" shall mean and refer to the record owner (or the beneficiary of a land trust which may be a record owner), whether one or more persons or entities, of a fee simple title to a Lot, excluding those who have such interest merely as security for the performance of an obligation.
- 1.12 "Re-Subdivision" shall mean the Final Plat of Subdivision of Yorkville Christian School Re Subdivision recorded on _____, 2018 as document number 2018_____ with eh Kendall County Recorder.
- 1.13 "Subdivision Plat" shall mean the final plat of subdivision of the Property recorded on October 31, 2006 as document number 200600035287 with the Kendall County Recorder.
- 1.14 "Turnover Date" shall mean such time as Declarant no longer holds or controls title to any part of the Property, provided, however that in the event a Designated Builder shall be appointed, the Turnover Date shall not occur until such time as the Designated Builder has received occupancy permits from the City for the improvements constructed (or to be constructed) on such Lots owned by Designated Builder.
- 1.15 "City" shall mean and refer to the United City of Yorkville, Illinois or its successor.

ARTICLE II

PROPERTY; ASSOCIATION; PURPOSE

2.1 Statement of Purpose. The purpose of this Declaration is to insure the use and development of the Property consistent with the desire and intention of the Declarant and any Designated Builder appointed by Declarant to establish a residential community of high quality, to protect the Owner against the use of the Property or any part of the Property inappropriate to a fine residential community and incompatible with the proper enjoyment of such community; to prevent the construction of buildings, which, because of their design or construction or materials, are not in aesthetic harmony with other buildings on the Property; to encourage the construction of fine quality homes compatible with the architectural character of the Property; to make certain that homes are so located on sites within the Property that each home enjoys light, air, and free and open space; to protect Owners of Property against any improper use of proximate Lots as may depreciate the value of their property; and to insure that the Property is at all times carefully maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owner. It is the purpose of the Declaration, in general to provide that the Property will be so managed, maintained and preserved, and that it will at all times be regarded as a residential community of outstanding excellence.

2.2 Conveyances Subject to Declaration. Each Owner and each future grantee by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this

Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents

2.3 Association. Each Owner and each future grantee by taking title to a Lot shall automatically become a Member of the Association and shall remain such so long as ownership is retained. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association has been formed in perpetuity.

2.3 Added Property. Declarant, at any time from time to time, may annex and make subject to the terms of this Declaration any portion of the Added Property owned by Yorkville Christian School, Inc. or Declarant. In order to subject the Added Property to this Declaration, the owner of the Added Property and the Association shall execute and deliver a supplemental declaration (the "Supplemental Declaration for Added Property") which shall indicate the action being taken and shall thereafter be recorded with the recorder of deeds. Thereafter, the Added Property shall be covered by this Declaration and the obligations contained herein shall run with and bind the Added Property and be a personal obligation of the owner of the Added Property. The recording of the Supplemental Declaration for Added Property shall not alter or affect the amounts of any liens or assessments due from any existing Owner prior to such recording, nor the respective amounts theretofore assessed or due from any Owner. Each Owner of the Property and their respective mortgages, grantees, successors and assigns, shall be deemed to have expressly agreed to each and all of the provisions of this Declaration with respect to the recording of the Supplemental Declaration for Added Property and agrees to execute and deliver such documents, as may be necessary or desirable to cause the provisions of this Section to be carried out.

ARTICLE III

VOTING RIGHTS

3.1 Voting. Until the Turnover Date, the affairs of the Association shall be managed by the Declarant. From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one (1) vote.

3.2 Board of Directors. Until the Turnover Date, Declarant shall appoint the Board of Directors, which shall consist of three (3) persons. Subsequent to the Turnover Date at the initial meeting of the Members, the Owners shall elect three (3) directors who shall hold office for two (2) year terms. However, with respect to the initial Board of Directors elected by the Members, two of the three directors receiving the highest number of votes shall hold office for two (2) years, and the remaining director shall hold office for only one (1) year. Thereafter, for all subsequent elections, the terms of the office shall be similarly staggered. After the Turnover Date, there shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the annual membership meetings. Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the current Board. Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

3.3 Officers. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

3.4 Initial Member Meeting. Subsequent to the Turnover Date, the initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days written notice given by the Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the third Tuesday of November of each succeeding year. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

3.5 Member Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other place in Kendall County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

3.6 Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of all or some of the Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.7 Notice. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the common Lot address with respect to which such voting right appertains, if no address has been given to the Board.

3.8 Proxy Voting. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

3.9 Attendance at Board Meetings by Owners. Owners may attend meetings of the Board.

ARTICLE IV

EASEMENTS

4.1 Common Area Easement. Each Owner and their respective guests, invitees and employees shall have a nonexclusive easement for the passive use and quiet enjoyment in and to the open space of the Common Area subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment; (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration; (iii) the right of the Association to levy assessments as herein provided; and (iv) any and all rights reserved to Declarant and the Association as herein provided.

4.2 Public Utilities Easement. The City shall have a nonexclusive easement over not less than a fifteen (15) foot wide area on the Property as delineated on the Subdivision Plat as "Utilities" for installing, constructing, maintaining, repairing and replacing public utilities including, without limitation,

all City-owned storm sewers, sanitary sewers and water mains that extend beyond the limits of the public right of ways.

4, 3 Landscape Easement. The Association shall inspect and maintain the Berm Easement Area. The Owners of any Lot encumbered by the Berm and Landscape Easement are forbidden from installing a fence or other structure within the Berm Easement Area.

4.4 Additional Easements. The Declarant and Association hereby reserve the right to grant additional easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of the Common Areas as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE V

RESTRICTIVE COVENANTS

5.1 Fence Restriction. The Owner of each Lot may (but need not) erect a fence on the interior boundary of the Owner's rear yard area of the Lot, except that no fence shall be installed in any portion of a retention, detention, drainage area or floodway as designated on the Subdivision Plat or within the Berm Easement Area. Any fence which is erected on the Owner's Lot shall be subject to the following:

(a) the fence shall be constructed within the fence guidelines as established from time-to-time by the Declarant or Association and as supplemented by the City, stating the type of fence allowed; and

(b) the Owner of the Lot shall at all times maintain the fence in good condition and repair at the Owner's sole cost and expense; and

(c) the Owner shall have received the prior written consent of the Association; except that fences which exist on a Lot as of the date of the recording of this Declaration shall be considered approved by the Association.

5.2 General Restrictions.

(a) All Lots shall be used only for detached single-family dwellings or as Common Areas. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition; (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot; (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations and (iv) comply with any rules and regulations adopted by the Association.

(b) All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations, excepting that if, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision yielding the higher or better quality result.

(c) The following design requirements shall apply to each single family dwelling constructed on a Lot:

- (i) A one story residence shall contain a minimum of One Thousand Five Hundred (1,500) square feet of living area, exclusive of garage, breezeway, porches and basement;
- (ii) A two story residence shall contain a minimum of One Thousand Seven Hundred Ninety Four (1,794) square feet of living area, exclusive of garage, breezeway, porches and basement.

(c) No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.

(d) Except as expressly provided herein, no temporary building, no detached storage shed, trailer, mobile home, recreational vehicle, permanent tent, shack, above ground swimming pool, tennis court, gazebo, landscape device or screen enclosure or other similar Improvement shall be located upon the Lots.

(e) No Person shall accumulate on his Lot any derelict vehicle, litter, refuse or other unsightly materials. Garbage shall be disposed of in accordance with Village code or ordinance. All garbage (except recycling and yard waste) shall be enclosed in "roll out" containers.

(f) Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the dwelling and their repair or maintenance shall not be permitted except within the confines of the garage. Trucks that do not fit in the garage shall not be permitted in the driveway. Commercial vehicles shall not be permitted in the driveway for longer than twenty-four (24) hours.

(g) No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited. Dog runs are to be maintained at all times so as to be non-offensive.

(h) The erection of any communication antennae or similar devices (other than simple mast antennae or television reception device located on the roof of a dwelling) shall not be allowed unless completely screened from view and approved in writing in advance by the Association. The Owner shall obtain a permit from the City, if necessary, before erecting such device.

(i) No trees, plantings, shrubbery, fencing patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any stormwater drainage or detention area. No Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise.

ARTICLE VI

ASSOCIATION; MAINTENANCE

6.1 Association. The Association was formed as an Illinois not-for-profit corporation on April 4, 2014. The Board shall manage the affairs of Association, including the maintenance of the Common Areas. Each Owner shall pay Assessments. In addition, the Association may establish and enforce any additional rules and regulations deemed reasonably necessary by the Board. The Association

shall have the right to delegate to a professional management company or others such authority and duties as may be granted and imposed upon the Board. So long as Declarant holds an ownership interest in any Lot, and in the event that, in the reasonable judgment of Declarant, the Association is not fulfilling its maintenance obligations outlined above, Declarant has the right to perform such maintenance, operation or preservation as is necessary in Declarant's judgment, if such maintenance, operation or preservation is not satisfactorily completed by the Association. Declarant shall provide the Association within five (5) days after written notice of the necessity thereof by Declarant. Any and all costs of performance of the above, if undertaken by Declarant, shall be reimbursed to Declarant or its agents or contractors performing such work within five (5) days after written notice of such costs is provided to the Association. Any late payment of the above costs shall accrue interest at an annual rate of ten percent (10%), or the maximum rate allowable under Illinois law, whichever is greater.

6.2 Insurance. The Association may obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and workers' compensation insurance and other liability insurance as it may deem desirable insuring the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Areas against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessment set forth in Article VII hereof.

6.3 Liability of Board. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners. To the extent possible, the Board's and Association's liability and the Owner's indemnification obligation with respect thereto, shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

6.4 Declarant Rights. Until the Turnover Date, the Declarant shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board. The fiduciary duty of Declarant to the Association and the Owners shall be limited to the extent that it exercises control over all Association matters for the reasonable benefit of the Association until the Turnover Date. In addition to any right and power granted by law or otherwise as set forth in this Declaration, Declarant shall have the following rights and powers:

- (a) The right to construct homes and to temporarily store construction equipment and materials on the Property;
- (b) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model units (including

- model units which are sold and leased back to Declarant), sale or leasing offices or other facilities for the purpose of selling or leasing homes on the Lot or at the other properties in the general location of the Property which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge other than the Assessments;
- (c) The right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without additional fees other than the payment of Assessments;
 - (d) The right to utilize, for itself and its agents, employees, guests and invitees, all facilities of the Association, including all recreation, signage, lighting, roads streets and Common Areas;
 - (e) The right and power to lease any homes owned by it on any Lot to any person or entity which it deems appropriate in its sole discretion;
 - (f) The right to appoint the Board of Directors (until the Turnover Date);
 - (g) The right to call special meetings of the Members;
 - (h) The right to obtain and maintain insurance on behalf of the Association, to the extent not provided for by the Association, and to be reimbursed for the cost and expense thereof;
 - (i) The right to be named as an additional insured under the Owner's indemnification obligations with respect to the Board's and the Association's liability;
 - (j) The right to enforce the covenants and restrictions contained in the Declaration; including without limitation any remedies available (which shall include the right to bring an action at law or in equity against the Owner personal, the right to foreclose any lien; and forcible detainer) by the Board for any violation by an Owner thereof for unpaid charges or assessments or otherwise,
 - (k) The right to establish reasonable rules and regulations relating to the use and enjoyment of the Common Areas and the right to suspend an Owner's use thereof in the event of Owner default;
 - (l) The right to perform any maintenance obligations of the Association to the extent the Association is not fulfilling said obligation and the right to be reimbursed for all such costs incurred in connection therewith;
 - (m) The right to levy a special assessment and or impose a required initial capital contribution from the initial third party homebuyer of the Lot at the closing of the sale of such Lot, which amount shall be deposited in the Contingency and Replacement Reserve held by the Association;
 - (n) The right to approve a special assessment; and
 - (o) The right to approve the addition of the Added Property in accordance herewith.

ARTICLE VII

ASSESSMENTS

7.1 Assessment. Each Owner shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them. When the first Board elected by the Members hereunder takes office, it shall determine the estimated cash requirement of the annual assessment for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the maintenance of the Common Area. Such uses shall include, without limitation, the cost of all general real estate taxes for the Common Area (if any), insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association including, without limitation, the establishment and maintenance of a Contingency and Replacement Reserve. The annual Assessments as of the day of recording of this Declaration shall be _____.

7.3 Annual Assessment. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1 - December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimated monthly Assessment. The monthly Assessment shall be assessed equally among all of the Lots. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 7.3. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

7.4 Contingency Replacement Reserve. The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve.

7.5 Special Assessment. If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among all the Lots. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor,

and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment provided that to the extent a Designated Builder has been appointed by Declarant, the approval of the Designated Builder shall be required prior to the imposition of the special assessment.

7.6 Non-Payment of Assessments. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment.

7.7 Lien. The amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

7.8 Other Remedies of the Board. In addition to the rights and remedies set forth in Section 7.7, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 *et. seq.* (West 1996).

7.9 Subordination. The lien of assessments provided for herein shall be subordinate to (a) the lien of any first mortgage now or hereafter placed on the Lots; and (b) the lien of any second or subordinate mortgage that is recorded against any Lot prior to the time of a delinquent assessment for which a lien foreclosure action is pursued under this Declaration. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

7.10 No Release. The failure or delay of the Board to prepare to serve the estimated Assessment on any Owner shall not constitute a waiver or release in any manner or any Owner's obligation to pay his Assessment s herein provided, as and when the Assessment shall be determined. In the absence of the preparation of a statement of the annual Assessment and service on the Owner, the Owner shall continue to pay the Assessment at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the annual Assessment has been prepared and the Owners have been notified thereof.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Promotion and Construction. Declarant shall be entitled at all times to conduct sales of Lots from the Property owned by Declarant and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Declarant may at all times prior to the sale of the final Lot utilize all facilities including, without limitation, all recreational facilities, signage, lighting, and establish sales offices and model homes as required to conduct its sales and marketing of the Property.

8.2 Covenants Run With Land. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Board, Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Kendall County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and ensure only until the expiration of twenty-one (21) years after the death of the last to survive of the now living lawful descendants of any current or former Presidents of the United States living at the date of this Declaration.

8.3 Enforcement. The covenants and restrictions of this Declaration may be enforced by any proceeding at law or in equity, either to restrain violation or to recover damages, by the Association, against any person(s) violating or attempting to violate any covenant or restriction. In addition, the Association shall recover its reasonable costs of enforcement (including attorneys' fees) against any Owner (but not the Declarant) found to be in violation of any covenant or restriction of this Declaration. Declarant shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages.

8.4 Amendment. Any revocation, modification, amendment or supplement to the Declaration may be effective only upon a two-thirds (2/3) vote of the Members and prior to the Turnover Date, the written consent of the Declarant. Notwithstanding the foregoing, (i) the designation of a Designated Builder (as contemplated in Section 8.9) shall not require the consent or vote of the Members and (ii) any amendment or supplement to this Declaration which effects any of the rights, covenants, obligations, privileges and obligations of a Designated Builder shall also require the consent of the Designated Builder, which consent shall not be unreasonably withheld, conditioned or delayed.

8.5 Title Holding Land Trust. In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations and undertakings chargeable or created under this Declaration against any such 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 said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

8.6 Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter, and vice versa.

8.7 Partial Invalidity. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8.8 Assignment by Declarant Any and all rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised such rights.

8.9 Designated Builders. Declarant shall have the right, without the further consent of the Members, to designate a Designated Builder by the recording of a supplemental declaration in the form attached hereto as Exhibit F (the "Supplemental Declaration of Designated Builder"). Upon the recording of such Supplemental Declaration of Designated Builder, Declarant assigns to the Designated Builder the rights of the Declarant under this Declaration, except for the rights set forth in 6.4 (o), as shall be set forth in such Supplemental Declaration of Designated Builder. Upon the recording of the Supplemental Declaration of Designated Builder, all such rights so assigned by Declarant shall be exercised exclusively by Designated Builder.

Any rights granted by Declarant to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Property, regardless of whether the rights of Declarant hereunder have terminated or expired. At that time, the Designated Builder shall have no additional or independent fiduciary duty to the Association and the Owners.

Notwithstanding the foregoing, in the event that KHOV is a Designated Builder and subsequently defaults on the acquisition of the Stewart Lots in accordance with the terms of the Contract and does not cure such breach in the time as set forth therein, the rights of KHOV as Designated Builder shall automatically terminate except that KHVO shall continue to exercise the rights set forth in Section 6.4 (a), (b) and (e) together with any and all such rights as an Owner of the Property so acquired. i

8.10 Waiver. The failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the signatories below sign this Declaration and submit this Declaration to the Kendall County Recorder to record this document in the title deeds of said property.

[Signature Page Follows]

Exhibit A – The Property

Exhibit B- Current Owners of the Property

Exhibit C – Stewart Lots

Exhibit D – Added Property

Exhibit E – Berm Easement Area

Exhibit F – Supplemental Declaration of Designated Builder

Dated this _____ day of _____, 2018.

OWNERS:

JAMES MOTTO AND JULIE MOTTO – LOT 11

SCOTT PAPENDICK - LOT 12

BRIAN E. PAYNE AND NIESHA K. PAYNE - LOT 42

GLENDA WOODS - LOT 51

JEFFREY AND SANDRA WILKINSON – LOT 64

JOHN STEWART

MICHELLE STEWART

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John Stewart and Michelle Stewart, known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that such persons signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2018.

Notary of Public

DECLARANT:

JOHN AN MICHELLE STEWART

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, of said limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2018.

Notary of Public

EXHIBIT A
The Property

EXHIBIT B
Current Owners

John Stewart and Michelle Stewart – Lots 1 through 10, inclusive; lots 13 through 41, inclusive; lots 43 through 50, inclusive; lots 52 through 63, inclusive; lots 65 through 108 inclusive; lots 357 through 363, inclusive and lot 365 (collectively referred to as the “Stewart Lots”)

James Motto and Julie Motto – Lot 11

Scott Papendick - Lot 12

Brian E. Payne and Niesha K. Payne - Lot 42

Glenda Woods - Lot 51

Jeffrey and Sandra Wilkinson – Lot 64

EXHIBIT C
Stewart Lots

Lots 1 through 10, inclusive; lots 13 through 41, inclusive; lots 43 through 50, inclusive; lots 52 through 63, inclusive; lots 65 through 108 inclusive; lots 357 through 363, inclusive and lot 365

EXHIBIT D

Added Property

Legal Description of Lot 1 Unit 2 Property

EXHIBIT E
Berm Easement Area

EXHIBIT F
Supplemental Declaration of Designated Builder

*THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:*

Vince M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, IL 60540

SUPPLEMENTAL DECLARATION OF DESIGNATED BUILDER
TO THE
AMENDED AND RESTATED

DECLARATION FOR ASHLEY POINTE HOMEOWNERS ASSOCIATION

This Supplemental Declaration of Designated Builder to the Amended and Restated Declaration for Ashley Pointe Homeowners Association ("Supplemental Declaration of Designated Builder") is made by John and Michelle Stewart , as owners and declarant (collectively, "Declarant").

R E C I T A L S

Declarant recorded the Amended and Restated Declaration for Ashley Pointe Homeowner's Association in the Kendall County Recorder of Deeds, on _____, as Document No. _____ (the "Declaration").

In Article Eight of the Declaration, Declarant reserved the right and power to record a Supplement Declaration to the Declaration to designate a Designated Builder under the Declaration.

Declarant desires to exercise the right and power reserved in Article Eight to designate a Designated Builder under the Declaration.

NOW, THEREFORE, Declarant does hereby amend and supplement the Declaration as follows:

1. Terms. All Terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Effective Date. This Supplemental Declaration of Designated Builder is effective at the closing of the sale of the real property identified in Exhibit A (the "KHOV Lots") as attached hereto and pursuant to the terms and conditions of that certain Real Estate Sale Contract with an effective date of January 24, 2018 (as amended, the "Contract") by and between Yorkville Christian School ("YCS"), an Illinois not for profit corporation and Declarant, as guarantor of YCS's obligations under the Contract and K. Hovnanian T&C Homes at Illinois, LLC, an Illinois limited liability company ("KHOV").

3. Designation of Designated Builder. Declarant hereby designates KHOV as a "Designated Builder" with respect to the Property and grants and assigns such rights as are set forth in Section 6.4 of the Declaration, except the rights set forth in 6.4 (o), which are specifically retained by Declarant.. All rights granted by Declarant to a Designated Builder pursuant to the Declaration and this Supplemental Declaration of Designated Builder shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Property, regardless of whether the rights of Declarant hereunder have terminated or expired, except to the extent Designated Builder voluntarily elects to terminate such rights. The Designated Builder shall have no additional or independent fiduciary duty to the Association and the Owners.

Notwithstanding the foregoing, in the event that KHOV subsequently defaults on the acquisition of the Stewart Lots not yet acquired by KHOV in accordance with the terms and conditions of the Contract with respect thereto and does not cure such breach in time set forth therein, the rights of KHOV as Designated Builder shall automatically terminate except that KHVO shall continue to exercise the rights set forth in Section 6.4 (a), (b) and (e) together with any and all such rights as an Owner of the Property so acquired. i

4. Approval of Plans and Specifications. Declarant hereby approves any plans and specifications of Designated Builder as attached hereto as Exhibit B with respect to the external design and location in relation to surrounding structures and topography of the improvements proposed to be constructed on the KHOV Lots.

5. Covenants to Run with Land. The covenants, conditions, restrictions, and easements contained in the Declaration, as supplemented this Supplemental Declaration of Designated Builder shall run with and bind the Property.

6. Continuation. As expressly hereby supplemented and amended, the Declaration shall continue in full force and effect in accordance with its terms.

(Signature page and joinder follow)

Dated: _____, 2018

DECLARANT:

John and Michelle Stewart

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, as _____ of John and Michelle Stewart, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____,
2018.

Notary Public

EXHIBIT A
KHOV LOTS

EXHIBIT B
PLANS AND SPECS

JOINDER TO SUPPLEMENTAL DECLARATION OF DESIGNATED BUILDER

The undersigned, K. Hovnanian T&C Homes at Illinois, LLC, an Illinois limited liability company as the legal title holder of the Lots legally described on Exhibit A attached hereto (“KHOV Lots”), hereby joins in Supplement Declaration of Designated Builder to which this Joinder is attached for the sole purpose of accepting its designation as a Designated Builder under the Declaration and acknowledging its agreement to the terms and conditions of such designation as provided in Supplemental Declaration to Designated Builder.

Dated: _____, 2018

K. Hovnanian T&C Homes at Illinois, LLC, an Illinois
limited liability company

By: _____

Name:

Its: President

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ as President of K. Hovnanian T&C Homes at Illinois, LLC, an Illinois limited liability company (“Company”), personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2018.

Notary Public

200700014390
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-02-2007 At 03:51 pm.
DECLARATION 82.00
RHSP Surcharge 10.00

**THIS INSTRUMENT
PREPARED BY AND MAIL
TO:**

James E. Olguin
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
835 McClintock Drive
Second Floor
Burr Ridge, IL 60527-6483
630/655-6000

(The Above Space For Recorder's Use Only)

THE HIGHLANDS AT ASHLEY POINTE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 1st day of May, 2007, by Yorkville Farms Development, LLC (herein the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the Owner of approximately 85.32 acres of real property generally located on the southwest corner of Ashley Road and Route 126, and legally described on attached Exhibit "A", in the United City of Yorkville, County of Kendall, State of Illinois (herein the "Property"), which real property has been annexed to the City;

WHEREAS, Yorkville Farms Development, LLC, an Illinois limited liability company (herein the "Developer"), is a developer of single-family homes throughout the Chicago suburban area and is the developer of the Property; and

WHEREAS, Developer desires to provide for the preservation of the distinctive residential quality of the Property and for the maintenance of the entranceway monuments and landscaped island medians, the drainage easements and, for these purposes, Developer desires to subject the Property to the conditions, covenants, restrictions, reservations, grants and easements herein set forth (all of which are hereinafter referred to collectively as the "Covenants and Restrictions"); and

①

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of administering and enforcing the Covenants and Restrictions.

NOW, THEREFORE, Developer, for the purposes above set forth, hereby declare as follows:

ARTICLE I

General Purpose of this Declaration

1.1 **Statement of Purpose:** The purpose of this Declaration and of the Covenants and Restrictions contained herein is to insure use and development of the Property consistent with the desire and intention of Developer to establish a residential community of high quality, to protect the owners of homes therein against use of the Property or of any part of the Property inappropriate to a fine residential community and incompatible with the proper enjoyment of such a community; to prevent the construction of buildings which, because of their design or construction or materials, are not in aesthetic harmony with other buildings on the Property; to encourage the construction of fine quality homes compatible with the architectural character of the Property; to make certain that homes are so located on sites within the Property that each home enjoys light, air, and free and open space; to protect Owners of property within the Property against any improper use of proximate Lots as may depreciate the value of their property; and to insure that the Property is at all times carefully and efficiently maintained and that the facilities, lawn, ponds, walks and open spaces are always so maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owners of homes within said Property. It is the purpose of the Declaration, in general, to provide that the Property will be so managed, maintained and preserved, and that it will at all times be regarded as a residential community of outstanding excellence.

1.2 **Declaration and Description of the Property:** Developer does hereby declare that the Property is and shall be subject to the uses and purposes herein set forth. Developer declares further that this declaration shall be managed and administered on the terms and conditions hereinafter set forth. The Property to which said declaration relates, and which is subject to this declaration, is the real property which Developer is developing, and said Property is described in attached Exhibit "A".

The specific lots of the Property are hereinafter referred to as the "Lots".

ARTICLE II

Definitions

2.1 **Association:** The name of the Association is The Highlands at Ashley Pointe Homeowners' Association, an Illinois not-for-profit corporation, its successor and assigns.

2.2 **Board of Directors:** The Association shall have a board of five (5) directors who shall constitute the Board of Directors. All rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Directors, pursuant to the Illinois general Not-For-Profit

Corporation Act of 1986, (805 ILCS 105 et seq.), and upon the Association in this Declaration shall be held and executed by this Association through the duly elected members of the Board of Directors and their successors in office.

2.3 By-Laws: The By-Laws of the Association, attached hereto as Exhibit "B".

2.4 Community Area: Entrance landscape islands, all entranceway landscaping and monuments and drainage easements as shown on the Plat for maintenance purposes by Owners and their agents.

2.5 Community Expenses: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement and landscaping of the entranceway monuments, drainage easement; any expenses designated as Community Expenses by this Declaration or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

2.6 Declaration: This instrument as amended or supplemented from time to time.

2.7 Developer: Yorkville Farms Development, LLC, an Illinois limited liability company, its successors and assigns, if any successor or assignee acquires the undeveloped portion of the Property from Developer for the purpose of development.

2.8 Lot: A portion of the Property shown on the Plat which is improved or intended to be improved with one single family residence.

2.9 Member or Membership: Shall mean or refer to every titleholder of a Lot within all phases of The Highlands at Ashley Pointe Subdivision.

2.10 Owner: The record holder of fee simple title to any Lot on the Property, other than the Developer, whether such Owner shall be one or more persons or entities, the beneficiary of beneficiaries of a trust, shareholder of a corporation, or partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

2.11 Plat: The Plat of Subdivision of Unit I of the Prestwick of Yorkville Subdivision recorded in Kendall County, Illinois, on October 31, 2006, as Document No. 200600035287 ("Subdivision"), a copy of which is attached hereto as Exhibit "C".

2.12 Property: The use of the term "Property" shall mean and refer to Lots and Community Area within Unit I of the Subdivision, either improved, unimproved or both, whichever reference is appropriate in context, and all easements, rights and appurtenances belonging thereto.

2.13 Rules and Regulations: The Rules and Regulations adopted from time to time by the Board governing the Subdivision and the use of the Subdivision by the Owners and by all other persons.

2.14 Turnover Date: Turnover Date shall mean the date the Association is turned over to the Members, which shall be the first to occur of the Following events:

- (a) Voluntary turnover by the Developer to the Members;
- (b) 60 days after the date that 75% of all Lots have been occupied by Owners;
- (c) Three (3) years from the date of recording of this Declaration.

2.15 City: United City of Yorkville, an Illinois municipal corporation.

2.16 Voting Member: The person entitled to membership in the Association and who shall be entitled to vote at meetings of the Owners, as more fully set forth in Section 10.2(b).

ARTICLE III Architectural Control

3.1 Architectural Review and Approval: No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, deck, gazebo, landscape device or object structure or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Board ("ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARB.

3.2 Architectural Review Board: The Architectural Review Board shall consist of one (1) member who need not be a member of the Association. The term of the member of the ARB shall be 2 years. The Developer shall have the right to appoint the member of the ARB at any time prior to the turnover date as long as it owns at least one Lot in Property. The Member of the ARB after the Developer no longer owns at least one Lot in the Subdivision shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. In the event additional members are added, a majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors, except that the Developer, to the exclusion of the Board of Directors, shall fill any vacancy created by death, resignation, removal or other termination of services of any member of the ARB appointed by the Developer.

3.3 Powers and Duties of the ARB: The ARB shall have the following powers and duties:

(a) To adopt from time to time modifications and/or amendments to this Declaration. Any modification or amendment to the Declaration shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the ARB.

(b) To require submission to the ARB of two (2) site grading plans and complete sets of all plans and specifications drawn by a licensed architect or structural engineer for any improvement or structure of any kind, including, without limitation, any building, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, structure or other improvement the construction or placement of which is proposed upon any Lot in the Subdivision. The ARB may review and pre-approve preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect or structural engineer with the final review and approval contingent upon submission of plans and specifications from a licensed architect or structural engineer provided for herein. The ARB may required submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings and improvements including fences, gas or electric yard light and other structures upon the Lot. The ARB shall encourage the use of natural siding materials, such brick, stone and wood. The ARB may in its sole discretion waive or modify this requirement when the ARB determines that unique architectural features warrant.

(c) The ARB shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the ARB:

i. Such construction plans are not in accordance with all of the provisions of this Declaration.

ii. If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures or the character of the Development; or

iii. If such construction plans as submitted are incomplete; or

iv. If the ARB deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or right of all or any part of the real property, subject hereto, or the Owners thereof, or of the adjacent property Owners, all in the sole and uncontrolled discretion of the ARB; or

v. If the ARB shall, within it sole and unlimited opinion and discretion, deem the construction plans or any party thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development.

The decisions of the ARB shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the ARB shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. The ARB may charge a fee not to exceed \$250.00 for the review of each set of plans submitted to the ARB.

ARTICLE IV Restrictions and Responsibilities

4.1 Land Use and Building Type: All Lots shall be used for single-family purposes only, and no dwellings other than a single-family private residence shall at any time be constructed or maintained on a Lot. Each home shall be occupied by only one family. One family shall be defined as one or more persons each related to the other by blood, marriage, guardianship or legal adoption, or a group of less than four (4) persons not so related.

4.2 Violations: Violation of the restrictions described in this Declaration shall entitle Developer or the Association to enforce the rights and remedies hereinafter specified, whether or not said violation constitutes a legal nuisance.

4.3 Single Family Residential Buildings Only: No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot in this subdivision, except the business of sale of lots and houses in the subdivision constructed by the Developer of the Property or its successors or assigns. None of said Lots as heretofore platted shall be divided or re-subdivided except for the purpose of combining portions thereof with adjoining Lots, provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole or one of said Lots (as heretofore platted and subdivided) and a part of or parts of one or more adjoining Lots shall, for all purposes of this Declaration, be deemed to constitute a single Lot upon which only one residential building may be erected, constructed, or allowed to exist.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its successors, or assigns from erecting a single family residential building or buildings as a sales office, model home, business office, storage area, construction area, for the purpose of the development and sales of the Lots or homes in the subdivision and any adjoining property.

4.3.1 Exterior Finish Material: All exterior finishes shall remain as constructed with respect to the finish material. The front elevation of the first floor of each house must be of at least fifty percent (50%) brick construction.

4.3.2 Two and a Half Car Garage Required: As appurtenant to the residential building permitted by Paragraph 4.3 hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not fewer than 2.5 standard size automobiles shall be constructed or erected, which garage must be attached to the main residence. Such garage shall not be used at any time as a residence, or for use as related living or for domestic servants of the occupants of said residential dwelling. No carports will be permitted.

4.3.3 Minimum Living Area: In addition to all other requirements in this declaration, the following shall be the minimum sizes for the homes in the Development, unless the ARB has the opinion of extraordinary circumstances that would justify a waiver of such requirements:

- (a) A one story residence shall contain a minimum of One Thousand Six Hundred (1,600) square feet of living area, exclusive of garage, breezeway, porches and basement.
- (b) A two story residence shall contain a minimum of One Thousand Eight Hundred (1,800) square feet of living area, exclusive of garage, breezeway, porches and basement.

It is specifically declared that although a residence sought to be erected on any Lot in this unit may conform to or exceed the minimum square foot living area requirements set out in this paragraph, if such residence does not conform to all the requirements set out in this Declaration, the ARB may disapprove of such construction plans.

4.3.4 Mailboxes and Posts for Mailboxes: In the event curbside mailboxes (boxes not attached to a residence) are required for the delivery of the U.S. Mail, the Owner of each Lot upon which a residence shall be constructed shall install, erect, or place upon such Lot or within any other Lot or any right of way such mailbox or receptacle as the ARB shall approve. Under no circumstances shall non-decorative, rural curbside mailboxes be installed anywhere in the Property. The street number shall be affixed to the mailbox. A standardized style shall be established by the ARB in order to maintain the character of the community.

4.3.5 No Temporary Building, Out Buildings, Campers, Trailers, Etc.: No temporary house, campers, habitable motor vehicles, trailer, tent, stand, recreational appurtenances, shack, basement, or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence either temporarily or permanently and no residence erected on any Lot shall be occupied in any manner at any time prior to its full completion.

Nothing herein contained shall be construed so as to prevent the Developer from using such temporary facilities for the purpose of the development and sale of the Lots or homes in the subdivision and any adjoining property.

4.3.6 Fences and Walls: Fences and walls shall be restricted to the rear yard area of Owner's home. No fence shall encroach front yard area of any home. Under no circumstances shall any type of metal or steel or "chain link" or similar type of fencing be allowed.

It is the intent of the Developer to establish a uniform standard of fence material, color and height which will compliment the subdivision. No fence or wall shall be installed in any portion of a retention, detention, drainage area, or floodway, as designated by the Developer's plat of subdivision and drainage plan. No fence shall be installed without approval of the ARB and a permit from the United City of Yorkville.

4.3.7 Parking: No semi-truck, tractor, bus, motor home, trailer or recreational vehicles, snowmobiles, boats, utility vehicle, camper, truck (other than a personal pick-up truck) and no vehicle with the exception of a personal pick-up truck owned by a resident of the dwelling shall be permitted to be parked on any Lot in the subdivision for more than forty-eight (48) hours out of any consecutive fifty-four (54) hour period unless placed inside a garage. It being the intent that parking of the foregoing restricted objects be confined as much as possible to the interior of garages.

4.3.8 No Trucks, Buses, Campers, etc. to be Kept on any Lot or on any Street: No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored, or parked on any dedicated or undedicated street or right-of-way in the subdivision, and the dedication of such right-of-way or street in the plats incorporated herein shall be subject to this provision.

4.3.9 Junk, Machinery and Materials: No implements, machinery, lumber, building materials or similar items shall be permitted to remain exposed upon any Lot so they are visible from the street or any neighboring Lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage or display of junk or unsightly items or materials. Burning of construction debris or material, etc., shall NOT be permitted any time.

4.3.10 Out-Buildings: Construction of out-buildings must be architecturally designed to compliment the main residence with the use of the same building materials - roof shingles, siding and exterior matching colors. The maximum allowable outbuilding size shall be one hundred and fifty (150) square feet which is further limited to a single story structure. No outbuilding shall be allowed without a building permit from the City of Yorkville and approval of the ARB.

4.3.11 Dogs and Cats: No more than a total of two (2) dogs or two (2) cats or one (1) dog and one (1) cat can be maintained, kept or housed in any residential unit whether or not such animal is the property of the Owner of such residential unit. No such animal shall be allowed outside of a residential unit unless accompanied and attended at all times by an occupant of such residential unit and no dogs shall be allowed to bark as to create any type of a nuisance to neighbors. No dog run shall be allowed on any Lot in the subdivision unless approved by the ARB.

4.3.12 Pools: No above ground pools shall be permitted.

4.3.13 Parkway Trees and Maintenance Responsibilities of Owners: No landscaping is permitted in the Parkway/Right-of-Way other than sod and trees as required in this Section. All Owners shall be responsible for the installation and immediate care including proper watering, weeding, etc., of the sod and parkway trees in front of their home. The parkway trees shall be of the variety specified on attached Exhibit "D". Any parkway tree that dies shall be immediately replaced by the Owner with another that meets the same specifications of the same aforementioned variety. The Developer, the City of Yorkville or the Association may elect upon prior written notice to Owner to replace any dead parkway tree in front of Owner's home at the Owner's expense. The Developer, the City of Yorkville and the Association shall further have the right to enforce reimbursement of all cost associated with the replacement of any parkway tree through any and all means including, but not limited to, applicable lien rights on the basis of this Declaration. Any attempt to plant or place a tree of another type or variety shall be considered a code violation and the Developer, the City of Yorkville and the Association shall have the right to remove said tree and seek reimbursement and/or lien Owner and his Lot.

4.3.14 Final Grading and Landscaping Requirements: Within ninety (90) days after a residence is occupied or within such additional time as the ARB may allow due to seasonal requirements, the Owner shall establish a lawn and complete the landscaping plan which shall be approved by the ARB. Prior to occupancy, Owner shall install street trees at least 2 1/2" diameter of the variety and quantity specified on attached Exhibit "D" and approved by the ARB. The ARB may establish a reasonable bond to be posted by the Owner to insure completion of landscaping in accordance with this provision. **All landscape contractors hired by Owners shall adhere to Developer's final grading plan during the course of landscaping of any residence of said Owner.**

4.3.15 Landscape Completion Guarantee: Owner guarantees the completion of landscaping as described in 4.3.14. Landscaping will be considered complete if installed according to the terms of 4.3.14 and any other applicable Section of this Declaration of Covenants and Restrictions.

Owner must notify Developer in writing when Owner has completed landscaping. Said notice must be postmarked by the 91st day after closing. If Owner has not completed its landscaping within ninety (90) days after closing or sent notice of completion by the 91st day after closing, Owner begins incurring a fine of Fifty Dollars (\$50.00) per day. The Association shall have the right to collect fines assessed against Owner through any and all means including, but not limited to, applicable lien rights against Owner's Property on the basis of this Declaration. Owner shall be liable to Developer and Association for any and all attorney's fees, court costs or others expenses associated with enforcement of this or any other provision of this Declaration.

4.3.16 Detention and Retention Areas: No type of structure, fencing, buildings, or similar items may be placed in any designated detention, retention or critical drainage area, nor shall the finished grade elevations of these areas be altered by any Owner.

4.3.17 Signs: No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any home. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the subdivision which may be deemed necessary by the Developer for the operation and sale of the subdivision houses or Lots therein, which said signs only the Developer may erect and maintain.

4.3.18 Other Types of Structures and Miscellaneous Items: No swing sets, playhouse, or children's type of structure shall be placed closer than fifteen (15) feet from any property line and shall be further restricted to the rear yard of Owner's home. No washing, drying, or clothing type lines shall be allowed. The displaying or hanging of clothing and garments in the exterior yard area of any home in subdivision is prohibited. No swing sets or children type of structures shall be allowed to become a detraction or unsightly due to neglect of any Owner to properly maintain, repair, or manage such items.

4.3.19 Satellite Dishes, Television Antennas and All Other Antennas: No satellite dishes shall be allowed upon a roof or roof of other structure or be allowed to be installed anywhere on Owner's Lot other than the rear yard area and at a minimum of eight (8) feet from side property lines. Satellite dishes shall be limited to "mini dish" types, satellites over thirty-six (36) inch diameter are prohibited. Furthermore, no form of antenna, including, but not limited to, television antennas, radio antennas, ham radio antennas, etc., shall be placed on the exterior of Owner's home or Lot.

4.3.20 Garbage Containers, Garbage Cans and Storage of Garbage: No garbage, garbage containers or garbage shall be stored on the exterior of Owner's home with the exception only to the evening of, or the morning of, garbage pickup by the City.

4.4 Owner's Individual Maintenance Obligation: As provided in Article VI, each Owner is responsible for the maintenance of his or her Lot and the improvements thereon. This responsibility shall be known as "Owner's Maintenance Obligation". If any Owner defaults in his or her Owner's Maintenance Obligation, Developer or the Association is hereby granted all rights and powers necessary to perform such reasonable repairs, maintenance, rehabilitation or restoration as may in Developer's or the Association's opinion be reasonably necessary to correct such default. All cost and expenses incurred in the performance of any such work shall be charged to the defaulting Owner, and shall constitute a lien against said Owner's Lot.

4.5 Community Association Maintenance Obligations: The Owners as members of the Association shall be solely responsible for all costs and expenses for the maintenance and upkeep of the Community Area.

4.6 Maintenance Assessment: The Association shall annually prepare and distribute a budget for each calendar year to all Owners of record of the Subdivision. The Association shall have the right to assess each Lot a prorata share of the cost of maintenance, upkeep, operation, safeguarding and repair for the Community Area. Each Owner, by acceptance of a deed to a parcel, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to

covenant and agree to pay the Association, whether such acceptance shall occur before or after the conveyance of the Outlots to the Association: (1) periodic assessment or charges; and (2) special assessments for maintenance, repair, removal of liens and capital improvements.

4.7 Temporary Structures: Trailers and temporary buildings or structures may be located on a Lot only during the course of the construction of a home upon the Lot, but they shall be so located only because the convenience or necessity of the contractor in charge of construction requires their use, and all such trailers, temporary buildings or other structures shall be removed from the Lot promptly upon termination of the necessity or convenience therefor, or completion of the home, whichever first occurs.

4.8 General Appearance: Owner shall be responsible to properly maintain all aspects of the Owner's Real and Personal property on Owner's Lot and to not detract, devalue, or create any kind of nuisance to the other Owners or residents in . All temporary holiday decorations shall be installed no earlier two weeks before a holiday(except in the case of Christmas when decorations may be installed four weeks prior to Christmas) and removed within two weeks of the holiday.

4.9 Covenants and Restrictions - Running with Land: The Covenants and Restrictions created by this Declaration run with the land both as to burden and benefit, and every conveyance or other instrument affecting the Property from and after the execution hereof shall be deemed subject to these Covenants and Restrictions and bound thereby as fully and as firmly as if said Covenants and Restrictions were fully set forth in each said conveyance or other instrument.

ARTICLE V

Use of the Community Area

5.1 Use by Owners and Developer: The Owners, their families, guests and invitees have the joint right of access and the shared right to use the Community Area. Developer, its agents, employees and invitees also have the right to use the Community Area. Use of the Community Area shall be subject to the Rules and Regulations which may be amended from time to time by the Developer or the Association.

5.2 Use to Comply with Declaration and Rules and Regulations: No use of the Community Area shall be made by any person, whether Owner or otherwise, which does not comply with, and conform to, the requirements of this Declaration, and which does not comply with, and conform to, the Rules and Regulations.

ARTICLE VI

Maintenance and Repair

6.1 Individual Responsibility of Owner: Each Owner of a Lot in the Subdivision shall provide at his or her own expense and be liable for the following:

- (a) All of the maintenance, decorating, repairs and replacement as to his or her own Lot. Owner shall keep same in good condition. However, the Association shall maintain the berm located on Lots 83, 84, 85, 86, 87, 88, 89, 91, 92 and 93 as depicted on Exhibit "E." The owners of said lots shall not construct any fences or other structures on the berm location area.
- (b) Installation of grass sod as specified in Section 4.3.15 herein.
- (c) Final grading on each Lot, including maintenance of surface water drainage swales as shown on the final engineering plans, as approved by the City.
- (d) Installation of parkway trees.

6.2 **Responsibility of Association:** The Association shall be responsible for the management, maintenance, repair and replacement of the Property and Community Area as specified in Article 11 of this Declaration.

6.3 **Liability for Damage to Property:** Each Owner of a Lot in the Subdivision may be liable for the expense to the Association of any maintenance, repair or replacement of any of the Property including, but not limited to, any and all public improvements, the storm water detention facilities and structures and surface water drainage ways. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VII

Maintenance Assessments

7.1 **Creation of the Lien and Personal Obligation for Assessments:** The Developer hereby covenants that each Owner, by acceptance of a deed for a Lot or other document of conveyance therefor, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Association regular assessments or charges and special assessments for capital improvements, reserves and maintenance expenses as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

7.2 **Purpose of Assessments:** The assessments levied by the Association shall be used for any purpose of the Association as specified in this Declaration or its Articles of Incorporation.

7.3 **Regular Assessments:** The Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the

Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein. The regular assessments shall be at a uniform rate for each Lot.

7.4 Procedures: The Board of Directors of the Association shall determine the amount of the assessment for each assessment year. The Board of Directors shall notify in writing each member of the Association of the amount of the assessment against the member's Lot no later than December 1 of each year. The annual assessment shall be paid on or before January 1 of each calendar year. The Board of Directors shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The office of the Association shall be deemed the address of the Secretary of the Association.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.5 Change in Basis of Regular Assessments: The Board of Directors of the Association may change the amount and/or basis of the regular assessment during any assessment year, provided that any increase in the assessment shall be approved by a majority of the Directors present at a meeting duly called for this purpose and at which a quorum is present.

7.6 Special Assessments for Capital Improvements and Maintenance Expenses: In addition to the regular assessments authorized by Section 7.3 hereof, the Association, through the Board of Directors, may levy from time to time in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or unexpected repair or replacement of any of the Community Areas provided that any such assessment shall be approved by a majority of the Directors present at a meeting duly called for this purpose and at which a quorum is present.

7.7 Quorum for any Action Authorized under Sections 7.5 and 7.6: The quorum required for any action authorized by Sections 7.5 and 7.6 hereof shall be the presence in person at the meeting of the Board of Directors a majority of that number of directors having the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.8 Effect of Non-Payment of an Assessment: If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the Lot and equitable charge running with the land touching and concerning it, which shall bind upon the Lot in the hands of the then Owner, his heirs, devisees, personal representatives, assigns, successors, and grantees. If title to a Lot is held by an

Illinois land trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall be attached to rents due from parties in possession to the record Owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with a first mortgage loan to a purchaser of a Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

7.9 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein may for any reason be subordinated by the Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the Lots subject to assessments for the purpose of purchasing the subject Lot or Lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages, and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the Owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VIII

Easements

8.1 Easements Reserved by Developer: Notwithstanding any provision herein to the contrary, until such time as the Developer is no longer vested with or controls title to any part of the Subdivision or any Lot in the Subdivision, the Developer and its agents and contractors shall have the right (a) to place and maintain on the Property model residences, sales offices, advertising signs, construction trailers, parking spaces and lighting in connection therewith, at such locations and in

such forms as the Developer may determine, in its discretion, to be used by the Developer in connection with the promotion, sale, or lease of the residences constructed or to be constructed on any part of the Subdivision, (b) to come over, across and upon the Property for the purposes of making alterations or improvements to the residences, Lots or Community Area, and (c) to store on the Community Area or any Lot owned by it equipment and materials used in connection with such work on the residences, Lots or Community Area, all without the payment of any fee or charge whatsoever.

8.2 Perpetual Easement in Gross to Association: The Community Area shall be subject to a perpetual easement in gross to the Association for the purpose of enabling and permitting the Association to properly perform its duties and responsibilities. The Association further has a perpetual easement in gross to enter upon a Lot where reasonably necessary in the judgment of the Association for the purpose of properly performing or executing a duty or responsibility of the Association in respect of the Community Area. Without limiting the above easement in gross, the Association has a perpetual easement in the Community Area and the Lots for the purpose of installing, repairing, maintaining, and inspecting the Community Area or any other systems, if any, which the Association has the duty or responsibility to operate or maintain for the benefit of the Owners or the Association. Developer also has an easement in gross for the purpose of enabling and permitting Developer properly to perform its duties and responsibilities as Developer. Developer further has an easement in gross to enter upon a lot where reasonably necessary in the judgment of Developer for the purpose of properly performing or executing a duty or responsibility of Developer in respect of the Community Area.

In the event the Association fails to perform any of its obligations required to be performed by it pursuant to the provisions of this Declaration and such delinquency shall exist on the part of the Association for a period of thirty (30) days after the date of delivery by the City to the Association of written notice advising the Association of the existence and nature of such delinquency, the City shall succeed to and become the beneficiary of the easement rights described in the preceding paragraph and such easement rights shall be exercised by the City in support of the exercise of its rights described in Article XVI of this Declaration.

8.3 Easements for public Utilities, Sanitary and Storm Sewers: Developer initially, and the Association thereafter, has the right to establish easements over (a) the Property for public utilities, drainage, and ingress and egress to and from the Community Property; and (b) portions of the Property for sanitary and storm sewers, storm water facilities, and for all other public utility purposes including but not limited to electricity, gas, water, cable television, and telephones, and Developer and the Association have the concomitant right, in connection with such grants of easements, to grant the right and power to do all things necessary or appropriate in connection with said grant of easements, including, but without limitation, the right of maintenance, repair and replacement. Developer and the Association are fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Owners shall be deemed to have approved and confirmed such documents, and to be bound thereby.

8.4 Easements: How Created: Easements for all public utilities or other purposes, including, but without limitation, electricity, gas, water, cable television, security, and telephone, shall be initially created by the recording of the Plat in the Recorder's Office of Kendall County, Illinois, and, if necessary, individual grants of easements to which shall be appended plats of easements showing the location of the easements being initially created. Thereafter, easements for public utilities shall be created by the recording of separate plats or grants of easements, each of which shall show the location, within the Community Area and within any Lots covered by such subsequent plats or grants of easements, of the easements being newly created. The utility easements created by the filing of plats or grants of easements shall be deemed to have been created upon, and subject to, all of the terms and conditions of the Plat and initial grants of easements to the respective utilities or services, so that upon the recording of a plat or grant of easement subsequent to the recording of the Plat or an initial grant of easement, each utility or service company shall forthwith have all the rights, powers and obligations contained in the Plat or in the initial grants of easements, as fully and as effectively as if all the terms of said grant of easements were contained within the subsequently recorded plat or grant of easements.

ARTICLE IX Developer's Reserved Rights

9.1 Developer's Rights, Powers and Obligations—Duration: Until such time as required by law, or sooner at the option of Developer, all of the rights, powers and obligations which by this Declaration are to be vested in the Board of Directors shall be deemed vested in and possessed by Developer.

9.2 Easement Grants: Developer shall grant such easements and convey Lots in the Property subject to such easements, as are necessary for the benefit of the Association for the performance of its obligations pursuant to this Declaration, including, but not limited to, maintenance, repair or replacement of the landscaped areas, including grass, trees and vegetation, and for access to maintain, repair or replace in any Community Area, and for public utilities, monuments, landscaping and drainage easements are located.

9.3 Construction and Advertising by Developer: Prior to Developer's completion of improvements on the Property, sale of all Lots owned by Developer and Developer's transfer of all of its rights, powers and obligations to the Board, Developer shall have the right and power to erect and maintain dignified advertising and to use and employ on the Property other sales devices and arrangements, all to be in good taste and consistent with the quality and character of the development, and for the purpose of advertising Lots and residences in and upon the Property. Developer shall have the further right and power to maintain for the aforesaid period, sales, business and construction offices.

9.4 Developer's Successors and Assigns: Developer's successors and assigns shall have without limitation, qualification or exception, all rights, powers and authority of the Developer itself.

9.5 **General Rights:** The Developer shall have the right to execute all documents or undertake any actions affecting the Subdivision which, in its sole discretion, are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it by this Declaration.

9.6 **Addition of Other Property:** The Developer shall have the right to execute all documents necessary to make additional Phases of The Highlands at Ashley Pointe Subdivision subject to this Declaration. Said additional phases shall also be included in The Highlands at Ashley Pointe Homeowners' Association.

ARTICLE X

The Highlands at Ashley Pointe Homeowners' Association

10.1 **The Association:** The Highlands at Ashley Pointe Homeowners' Association shall be organized under the Illinois General Not-For-Profit Corporation Act, in a manner that allows such organization to function under this Declaration. The Association shall be the governing body for all of the Owners and for the administration and operation of the Subdivision as provided in this Declaration and the By-Laws of the Association as identified in attached Exhibit "B."

10.2 **Membership:** Membership shall be as follows:

(a) There shall be only one class of membership in the Association. The Owner of each Lot shall be a member of the Association, but there shall be only one member per Lot. Membership shall be appurtenant to and may not be separated from Ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of Ownership of a Lot within ten days after such change.

(b) One individual shall be designated as the "Voting Member" for each Lot. The Voting Member, or his proxy, shall be the individual who shall be entitled to vote at meetings of the Owners. If the record Ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and, if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's Lot remains unpaid.

10.3 **Election of a Board of Directors (the "Board"):** When Developer notifies the Owners that Developer is ready to transfer and assign to the Association all of its rights, powers and obligations under this Declaration, the Owners shall proceed to elect a Board of Directors pursuant to Illinois law. If in the judgment of Developer, the Owners fail to elect an initial Board after notice authorizing such election has been given by Developer, then Developer shall have the right to

designate, in its discretion, any five of the Owners as an initial Board. A director shall serve for one year, and thereafter until his successor is elected.

10.4 Adoption of Rules and Regulations: The Board may from time to time adopt rules and regulations governing the Community Area and use of the Community Area by the Owners and by all other persons. Developer shall have the right to adopt Rules and Regulations prior to their adoption by the Board. All users of the Community Area and all use of the Community Area shall comply with the Rules and Regulations, and no use shall be made of the Community Area by any person which does not comply with the Rules and Regulations. Although the Rules and Regulations shall apply to, and be effective throughout the Subdivision, including the Lots located therein, the rights, powers and duties of the Board shall be primarily concerned with the Community Area, and the primary responsibility of the board is the management and the operation of the Community Area and enforcement of the provisions of this Declaration. The Rules and Regulations to be adopted by the Board in respect of the Community Area and Lots may cover, among other things and without limitation, matters pertaining to use, pets, discipline and disciplinary measures against violators of said Rules and Regulations.

10.5 Vacancies, Compensation and Other Matters: The Board shall receive no compensation for its services. A vacancy in the Board, whatever the reason for the vacancy, shall be filled by vote of the remaining members of the Board. If there are two or more vacancies in the Board, the vacancies shall be filled by majority vote of the Owners at a special meeting called for that purpose. The Board shall act by majority vote of those present at its meetings when a quorum is present.

10.6 Officers of the Board of Directors: The Board shall elect from among its members a President, a Vice President, a Secretary and a Treasurer. Each officer shall perform the duties which commonly attach to the office he or she holds.

10.7 Meetings of the Owners: When Developer is prepared to transfer and assign all of Developer's rights, powers and obligations to the Association, Developer shall give due notice to Owners of said transfer by certified mail. Owners shall meet within fifteen (15) days of said notice at a place designated by the Owners at which, by majority vote of all Owners present at said meeting, the Owners shall elect the Board hereinabove referred to. Thereafter, the Owners shall meet annually for the purpose of electing Directors at a place to be designated by the Board in Kendall County. Developer shall give due notice to Owners of said transfer by certified mail. Owners shall meet within fifteen (15) days of said notice at a place designated by the Owners at which

The first annual meeting of the Owners shall be held one year, as nearly as practicable, after the date of the first meeting of the Owners, and subsequent meetings shall be held at yearly intervals thereafter.

10.8 Meetings of the Board: The Board shall meet promptly after the first meeting of the Owners and annually thereafter, at a place to be designated by the Board in Kendall County for the purpose of electing officers and transacting any other business which may properly come before the

annual meeting. In addition to the said annual meeting, the Board may hold special meetings when business before the Board makes it necessary. Special meetings of the Board shall also be held on the written request of one-third of the Owners, delivered to the Board. The request of the Owners shall state the purpose of the special meeting for which a request has been made, and in response to a proper request by one-third of the Owners, the Board shall set a suitable date for a special meeting and shall give not less than 10 days notice to each Owner, of the date, time and place of the special meeting.

ARTICLE XI

Rights, Powers and Obligations of Association

11.1 **Rights, Powers and Obligations of Association:** For the benefit of all the Owners, the Association shall have all powers relating to the maintenance, repair, improvement, management, and operation of the Property including, but not limited to, the power set forth in this Article XI, and all the rights and powers possessed by Developer under the terms of this Declaration including, but not limited to, those rights and powers set forth in Article IV hereof. The power of the Association shall include the power to acquire and pay out funds as hereinafter provided for the following community expenses and/or residence expenses:

- (a) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, insuring the Association itself, its manager, if any, agents and employees, the Owners, including each member of the Board personally, the Trustee and the Developer, its agents and employees, from any liability in connection with the Community Area or the public spaces adjoining the Community Area. Such insurance coverage shall also cover cross liability claims of one insured against another. The insurance coverage provided for Developer, its agents and employees, shall continue in force and effect only until the time of the transfer by Developer to the Association of all of the rights, powers and obligations of Developer, and said coverage may then be canceled;
- (b) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Association in its judgment shall elect to effect;
- (c) General real estate taxes, assessments or other charges of governmental bodies against the Community Area;
- (d) The services of any person or firm employed by the Association. The Association may employ the service of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments, and in connection with any other matter where the respective interests of the Owners are deemed by the Association to be similar and non-adverse to each other;

(e) Landscaping, gardening, painting, cleaning, maintenance, decorating, repair and replacement in the Community Area as the Association shall determine are necessary and proper;

(f) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations or assessments, tax or otherwise, which the Association is required to secure or pay for pursuant to the terms of this Declaration or the By-Laws; and

(g) All funds collected hereunder shall be held and expended for the purposes designated herein;

11.2 Alterations and Improvements of Community Area: The Association shall have the right to make or cause to be made alterations and improvements to the Community Area. The costs of such alterations and improvements shall be assessed as community expenses in the manner hereinafter set forth.

11.3 Books and Records: The Association, through its Treasurer or Manager, if any, shall keep complete and correct books of account of the receipts and expenditures relating to the Community Area, specifying and itemizing the maintenance and repair expenses of the Community Area and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Association and payment of a reasonable fee, any Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner for community expenses.

11.4 Employment of Professional Management: The administrative duties of the Board may be performed by a Manager (which may be a professional management firm) employed by the Association, and the Association has the right to pay reasonable compensation to a Manager so employed. The Developer has the right, but not the obligation, on behalf of the Owners, to engage the initial Manager and to enter into a contract with said Manager expiring not later than one year after the voluntary turnover to the members of the Association the authority to elect the Board. The professional manager hired may be the Developer, but is not required to be the Developer.

11.5 Execution of Agreements, Contracts, etc.: All agreements, contracts, vouchers for payment of expenditures and other instruments shall be signed by the President of the Board, or by such other persons and in such manner, as from time to time may be determined by the Board.

11.6 No Business Activity: Nothing in the Declaration shall be construed to give the Association authority to conduct a business for profit on the Community Area or any part hereof.

11.7 Non-Liability of the Board: The Board, Directors, Officers and Developer shall not be personally liable to the Owners or to any others for any mistake in judgment or for any acts or omissions except for any acts or omissions found by a court of competent jurisdiction to constitute

criminal conduct, gross negligence or actual fraud. The Owners shall indemnify and hold harmless each member of the Board and the Developer against all contractual liability to others arising out of contracts made by the Board or the Developer on behalf of the Owners unless any such contract shall have been made by criminal conduct, gross negligence, or actual fraud. The liability of the Owners based upon a contract made by the Board or by Developer, or based upon Owners' agreement to indemnify and hold harmless, shall be several, and not joint, and no Owner shall be liable for more than his or her equal proportionate share of any such contract or indemnity liability. Every agreement made by the Board or Developer shall provide that the Board or the Developer, as the case may be, are acting only as agents for and on behalf of the Association and the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be several, and not joint, and shall not exceed the Owner's equal proportionate share of such contract liability. The indemnity herein provided for shall extend to and be operative in favor of the Manager and all other agents and employees of the Association and the Developer.

11.8 Delegation of Power: The maintenance, repair, and improvement of the Community Area shall be the responsibility of the Association, but the Association has the right to delegate to the Manager or others such authority and duties as may be granted and imposed upon the Board by this Declaration.

11.9 Funds and Titles for the Owners: All funds and all properties acquired by the Association, and the proceeds thereof, shall belong to the Owners and shall be held for the benefit of the Owners subject to this Declaration for the purposes herein stated.

ARTICLE XII

Conveyance of Title by Developer to Association

12.1 Developer's Rights, Powers and Obligations Prior to Transfer to Association: Until such time as Developer voluntarily turns over to the Members of the Association the authority to appoint the Board, all of the rights, powers and obligations which by this Declaration are to be vested in the Association or its Board shall be deemed vested in and possessed by Developer.

12.2 Transfer of Rights, Powers and Obligations by Developer to Association: When Developer voluntarily turns over to the Members of the Association the authority to appoint the Board, it shall transfer and assign to the Association all of its rights, powers, and obligations under this Declaration.

12.3 Developer's Successors and Assigns: Developer's successors and assigns shall have, without limitation, qualification or exception, all the rights, powers and authority of Developer itself.

12.4 No Capital Reserve to be Maintained by Developer: **THE DEVELOPER SHALL NOT BE OBLIGATED TO COLLECT OR FUND CAPITAL RESERVES. BY PURCHASE OR OCCUPATION OF A DWELLING UNIT, OWNERS HEREBY ACKNOWLEDGE THAT ANY AMOUNTS NECESSARY FOR CAPITAL RESERVES SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF THE OWNERS THROUGH THE ASSOCIATION**

AND NEITHER THE OWNERS, ASSOCIATION, NOR THEIR SUCCESSORS AND ASSIGNS SHALL HAVE ANY CAUSE OF ACTION AGAINST DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY DEFICIENCY IN CAPITAL RESERVES.

ARTICLE XIII
Compliance, Breach of Covenants, and Default

13.1 **Rights and Remedies of Association:** Each Owner is bound by and shall comply with the terms of this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant thereto, and by all amendments to them. A failure by an Owner other than the Developer to comply with this Declaration, or with the By-Laws, and Rules and Regulations of the Association or any authorized amendment to said Declaration, By-Laws, or Rules and Regulations shall constitute a default by such Owner. If a default occurs, the Association shall have the right to recover damages at law, to procure injunctive relief, to foreclose on any lien rights the Association may have, or to avail themselves of any other rights or remedies permitted at law or in equity including, but not limited to, filing suit pursuant to the Forcible Entry and Detainer Act. All expenses of the Association in connection with any actions or proceedings described herein, including attorney fees incurred in collection and court costs and attorneys' fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at the rate set forth in Section 7.8 herein until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his or her respective share of the annual expenses and the Association shall have a lien for all of the same, as well as for non-payment of his or her respective share of the annual expenses upon the Lot of such defaulting Owner and upon all of his or her additions and improvements thereto and upon all of his or her personal property located on his or her Lot or elsewhere on the Property. The rights and remedies of the Association shall be cumulative and shall be enforceable concurrently in a single proceeding. By virtue of the provision of this Declaration which give Developer all rights and powers of the Association prior to transfer of Developer's rights to the Association, Developer has every right and power and every right and remedy which the Association is given by this Article.

13.2 **Liability of Owners for Negligence:** Each Owner shall be liable for any damage caused by such Owner's act or negligence, or by the act or negligence of any party whose right to be upon the Community Area is derived from such Owner, but only to the extent that such damage is not covered by insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of rights of subrogation.

13.3 **Recovery of Suit Expenses:** In any proceeding commenced by the Association or an Owner based upon or arising out of an alleged default by the Association or an Owner, the prevailing party, whether Association or Owner, shall be entitled to recover all expense of the proceeding, including reasonable attorneys' fees and costs such as but not limited to filings fees, depositions, experts, etc.

ARTICLE XIV
Amendment and Termination of Declaration

14.1 Amendment Prior to Sale of a Lot: Prior to the sale of any Lot, Developer itself has the right to amend or to terminate this Declaration at any time and in any manner. If Developer elects to terminate this Declaration, Developer may evidence its election by recordation of an appropriate statement of termination with the Recorder of Deeds of Kendall County, Illinois, and upon such recordation, the entire title in the Property shall stand free and clear of this Declaration.

14.2 Amendment After Sale of a Lot: After one or more Lots have been sold, but prior to Developer's turnover to the Members of the Association the authority to appoint the Board, Developer itself, acting without concurrence of any other party, has the right to amend this Declaration as often as Developer deems necessary, but no such amendment shall unfairly or unreasonably affect any rights of the Owners of Lots already sold. Developer shall also have the right to amend this Declaration at any time to correct any scrivener's errors or omissions.

14.3 Amendment After All Lots Have Been Sold: After Developer voluntarily turns over to the Members of the Association the authority to appoint the Board, all Lots having been sold by Developer, this Declaration may be amended by a two-thirds (2/3rds) vote of the Owners, but such amendment shall not unfairly or unreasonably affect the rights of the Owners and shall be no less restrictive than this Declaration.

14.4 Procedure on Amendment or Termination:

(a) If this Declaration is to be amended or terminated by the Developer solely, pursuant to the above provisions of this Article XIV, which provides for amendment or termination by Developer solely, Developer shall amend or terminate by due execution of an appropriate written instrument setting forth the terms of the amendment, or stating that this Declaration is terminated, as the case may be.

(b) If this Declaration is to be amended before the Developer has voluntarily turned over to the Members of the Association the authority to appoint the Board, the amendment shall be effected by an appropriate written instrument setting forth the terms of the amendment and duly executed by the Developer.

(c) If an amendment is to be effective after Developer has voluntarily turned over to the Members of the Association the authority to appoint the Board, and after the rights and powers of Developer have been transferred to the Association, then the amendment may be evidenced by a written instrument executed on behalf of sixty-six (66%) percent of the Owners, and participation by the Developer may be required only as the Owner of a Lot or Lots.

(d) The instrument effecting an amendment of this Declaration shall, after execution, be recorded promptly in the Office of the Recorder of Deeds of Kendall County, Illinois, and the amendment provided for therein shall become effective and operative upon recordation.

14.5 Notices with Respect to Amendment or Termination: All parties who have a right to participate in the amendment of this Declaration, subject to Covenants and Restrictions, shall have the right to initiate proceedings for amendment of this Declaration. Any such party desiring to initiate proceedings for amendment shall give at least ten (10) days' prior written notice of the meeting at which amendment or termination is to be considered. If Developer solely amends this Declaration, in pursuance of the foregoing provisions providing for such amendment solely, then within fifteen (15) days after adoption of the amendment, notice of the amendment shall be given by Developer to all Owners, and each Owner, promptly upon receipt of such notice, shall give notice of the amendment to his mortgagee.

14.6 Amendment Affecting the Rights of the City: No amendments to the Association's duties and obligations relating to the rights of the City or the City's rights may be adopted without the prior written consent of the City by Ordinance duly passed and approved by the Corporate Authorities of the City.

ARTICLE XV General Provisions

15.1 Notices - In General:

(a) Notices given pursuant to this Declaration or in connection therewith shall be written and shall be delivered in person or by regular mail. Notices of default or formal demands by any party hereunder to any other party shall be sent by certified or registered mail, with respect of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing. Notice to an Owner may be given to the Owner at his or her Lot, unless the Owners has informed the Association otherwise. Notice may be given to the Association at its registered office, or sent to the home of the President of the Board of Directors. Until Developer has transferred all its rights, powers and obligations to the Directors, all notices which the Board would be entitled to receive shall be given to Developer. Notices in respect of meetings or Special Meetings of the Board of Directors or of the Owners shall be given in accordance with the provisions of this Declaration.

(b) Notice to the personal representative of a deceased Owner shall be sent to the address furnished by such personal representative to the Board, and if no address is furnished by said personal representative, the notice to a deceased Owner shall be given to the deceased by a writing directed to the Owner at such Owner's Lot.

(c) Upon request of a mortgagee of a Lot, and payment of a reasonable charge therefor, the Board shall supply to said mortgagee a copy of any amendment to this Declaration.

15.2 Non-Waiver Except by Written Instrument: No conditions, covenants, restrictions, reservations, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a

writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been affected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

15.3 Liberal Interpretation: This Declaration shall be liberally construed so as to effectuate and facilitate the objectives of this Declaration as hereinabove set forth. Narrow, technical and literal construction of this Declaration inconsistent with the objectives of the Developer or the Association shall be avoided.

15.4 Rule Against Perpetuities: Should any provision of this instrument be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then, and in that event, such provisions shall be deemed to be operative only until twenty-one (21) years after the death of the last survivor of the now living descendants of Rod Blagojevich, Governor of the State of Illinois, and of George W. Bush, President of the United States of America.

15.5 Partial Invalidity – Severability: The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision or provisions, of whatever nature, of this Declaration shall not in any way impair or affect the validity or enforceability of any other provision or provisions of this Declaration, and any such invalidity or enforceability of other provision of this Declaration as remains, and any such invalidity shall be deemed partial and separable, and all of this Declaration shall be deemed valid, enforceable and binding except for the invalid provision.

15.6 Gender, Usage of Singular and Plural Forms and Other Usage: Whenever the context so requires, use of the plural form shall include the singular, use of the singular form shall include the plural and any gender shall be deemed to include both genders. Prior to completion of development of the Property and sale of all Lots by Developer and to Developer's transfer of its rights, powers and obligations to the Board and Association, all references to the rights, powers and obligations of and to the Board or Association shall be read as references to the rights, powers and obligations of the Developer. The term "sale" means a sale consummated by delivery of a Trustee's Deed to a Lot to an Owner other than Developer.

15.7 Captions: Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

15.8 Recordation: Prior to consummation of the sale of the first Lot in the Property by delivery of a Deed to said Lot, this Declaration shall be recorded in the Office of the Recorder of Deeds of Kendall County, Illinois. All amendments to the Declaration shall also be recorded in said Recorder's office.

15.9 Conflicts Between Declaration and City Ordinance Provisions: In the event there is at any time a conflict between any provision of this Declaration and any provision of any then

effective ordinance, rule or regulation of the City, the ordinance, rule or regulation of the City then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

ARTICLE XVI

City

The following covenants and provisions are intended to inure to the benefit of the City and it is specified and provided as follows:

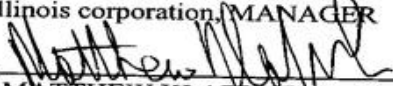
16.1 Right of City to Perform Obligations of Association: In the event the Association fails to perform any of its obligations required to be performed by it pursuant to the provisions of this Declaration and such delinquency shall exist on the part of the Association for a period of thirty (30) days after the date of delivery by the City to the Association of written notice advising the Association of the existence and nature of such delinquency, the City shall have the right, but not the obligation, to perform the obligations required to be performed by the Association pursuant to this Declaration. In the event the City elects so to do, the Association shall pay promptly to the City the amount of the cost and expense incurred by it in the performance of such work, including compensation for staff time, the use of City equipment, as well as materials and outside services.

16.2 Right of City to Levy Assessment: In the event the City performs any of the Association's duties and obligations and the Association fails to pay the City any costs it incurred as aforesaid, within thirty (30) days after the date of the City's demand for payment or date of any statement, the City shall have the right to levy an assessment on all Lots for the costs and expenses incurred by it in the performance of such work to the same extent and as fully as the association might do pursuant to the provisions contained herein. Should any Owner fail to pay to the City such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the City shall have the right to exercise all rights, powers, privileges and remedies granted to the Association by this Declaration, and any other remedies provided by law. This paragraph is not a limitation on other remedies that may be pursued by the City.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of this date.

Yorkville Farms Development, LLC,
an Illinois Limited Liability Company

By: C.K. CONSTRUCTION, INC.,
an Illinois corporation, MANAGER

By: 
MATTHEW KLABISCH, President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Matthew Klabisch**, President of C.K. Construction, Inc., personally known to me to be a Manager of YORKVILLE FARMS DEVELOPMENT, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Manager, he signed and delivered the said instrument as his free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of May, 2007.

(Notarial Seal)



Notary Public

EXHIBIT "B"
TO
DECLARATION FOR
THE HIGHLANDS AT ASHLEY POINTE

THE BY-LAWS OF
THE HIGHLANDS AT ASHLEY POINTE HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME OF CORPORATION

1.01 The name of this corporation is THE HIGHLANDS AT ASHLEY POINTE HOMEOWNERS' ASSOCIATION (hereinafter "Association").

ARTICLE II

PURPOSE AND POWERS

2.01 **PURPOSES:** The purposes of the Association are to act on behalf of its members, collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit "B" to the Declaration for The Highlands at Ashley Pointe ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 **POWERS:** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

2.03 **PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III

OFFICES

3.01 **REGISTERED OFFICE:** The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 **PRINCIPAL OFFICE:** The Association's principal office shall be maintained on the Property or at the office of a managing agent engaged by the Association.

ARTICLE IV

MEETINGS OF MEMBERS

4.01 **VOTING RIGHTS:** The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote.

4.02 **PLACE OF MEETING; QUORUM:** Meetings of the Owners shall be held on the Property or at such other place in the County in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding thirty (30%) percent of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Declaration or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the

votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: The initial meeting of the Owners shall be held upon not less than fifteen (15) days' written notice given by the Developer. If not called earlier by the Developer, the initial meeting of the Owners shall be held not more than thirty (30) days after the Turnover Date. Thereafter there shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

4.04 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least one-third of the Owners.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered, giving Owners not less than ten (10) nor more than thirty (30) days notice of the time, place and purpose of the meeting.

ARTICLE V

BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which (after the Turnover Date) shall consist of five (5) persons or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members ("Directors"). The Board shall have all of the powers granted to it under the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Board shall consist of three (3) individuals from time to time designated by the Developer. Such individuals may, but need not, be Owners and shall serve at the discretion of the Developer.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members shall elect the initial Board in the manner hereinafter provided to replace the Developer designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Developer, the Developer shall deliver to the Board the following documents:

A. Original copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book.

B. An accounting of all receipts and expenditures made or received on behalf of the Association by the Developer designated Boards.

C. All Association funds and bank accounts.

D. A schedule of all personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association.

5.04 **ELECTION:** At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. The three (3) Directors receiving the highest number of votes shall each serve a term of two (2) years and the remaining Directors shall each serve a term of one (1) year. Thereafter each Director shall serve a term of two (2) years. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

5.05 **ANNUAL MEETINGS:** The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.06 **REGULAR MEETINGS:** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that from and after the Turnover Date, not less than four such meetings shall be held during each fiscal year.

5.07 **SPECIAL MEETINGS:** Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.08 **NOTICE OF BOARD MEETINGS:** Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.04 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Property at least forty-eight (48) hours prior to the meeting.

5.09 OPEN MEETINGS: Each meeting of the Board, to the extent required by law, shall be open to any Owner and notice of such meeting shall be mailed or personally delivered at least forty eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.13 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- A. To procure insurance as provided for in the Declaration.
- B. To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration.
- C. To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association.

D. To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area for which the Association is responsible under the Declaration and these By-Laws.

E. To estimate and provide each Owner with an annual budget showing as provided for in the Declaration.

F. To set, give notice of, and collect assessments from the Owners as provided in the Declaration.

G. To pay the Association Expenses.

H. To adopt rules and regulations as provided in the Declaration.

I. To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws.

J. To own, convey, encumber, lease, or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Association.

K. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

ARTICLE VI

OFFICERS

6.01 **OFFICERS**: The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office.

6.02 **VACANCY OR OFFICE**: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 **POWERS OF OFFICERS**: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including, without limitation, the following:

A. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws.

B. The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis.

C. The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Declaration or these By-Laws.

D. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 **OFFICERS' COMPENSATION:** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII

COMMITTEES DESIGNATED BY BOARD

7.01 **BOARD COMMITTEES:** The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereof of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 **SPECIAL COMMITTEES:** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 **TERM**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 **CHAIRMAN**: One member of each committee shall be appointed chairman.

7.05 **VACANCIES**: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 **QUORUM**: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 **RULES**: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII

INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 **EXECUTION OF INSTRUMENTS**: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 **PAYMENTS**: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 **BANK ACCOUNTS**: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 **SPECIAL RECEIPTS:** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

FISCAL MANAGEMENT

9.01 **FISCAL YEAR:** The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

9.02 **ANNUAL STATEMENT:** Within a reasonable time after the close of each fiscal year, the Board shall furnish each Owner with an itemized accounting of the Association Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual assessment budget, and showing the net excess or deficit of income over expenditures plus Reserves.

9.03 **ASSESSMENT PROCEDURE:** Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.

ARTICLE X

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI

SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII

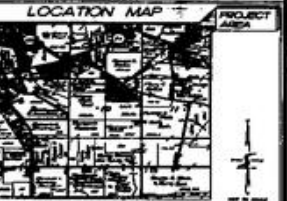
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Section 11.02 of the Declaration; provided, that no provision of these By-Law may be amended or modified so as to conflict with the provisions of the Declaration or the Act. These By-Laws may also be amended by the Developer for the purposes and by the procedure set forth in Section 12.01 of the Declaration. No amendment to these By-Laws shall become effective until Recorded.

FINAL PLAT OF SUBDIVISION PRESTWICK OF YORKVILLE UNIT 1

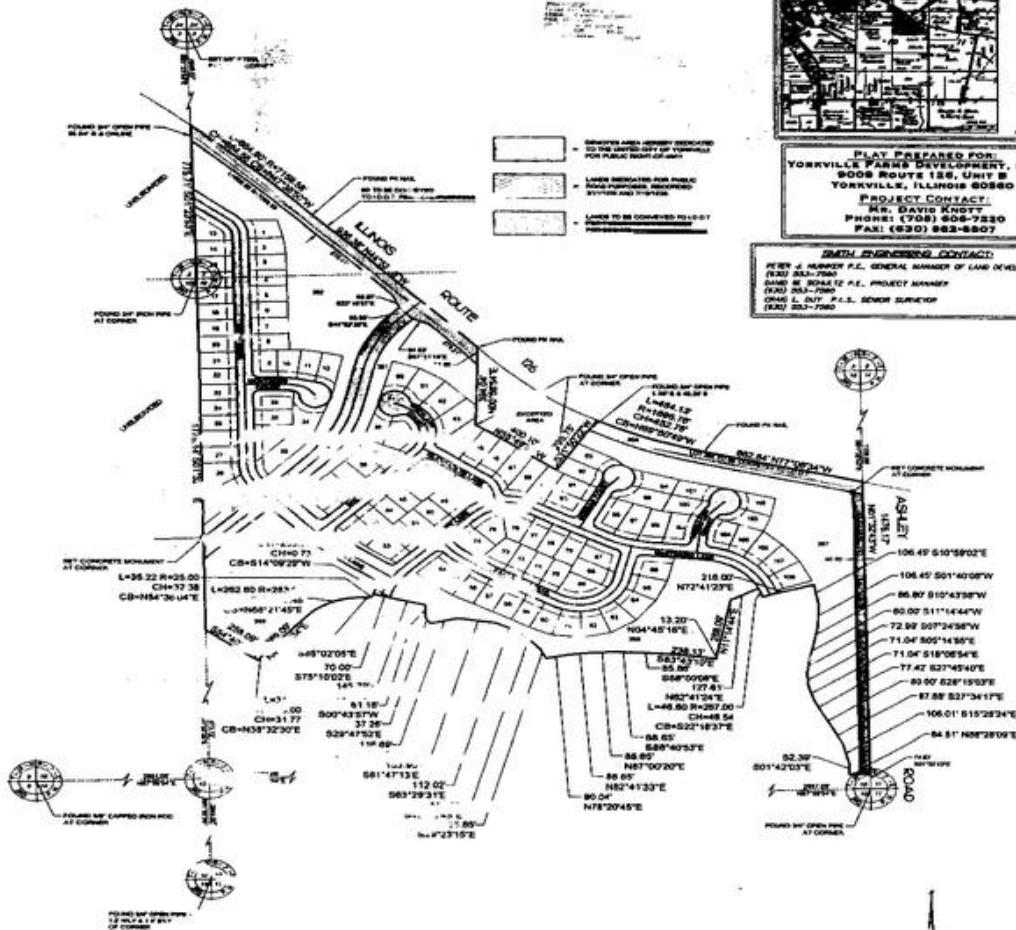
A SUBDIVISION OF PART OF SECTIONS 3 & 10 TOWNSHIP 36 NORTH RANGE 7 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL
TOWNSHIP, KENDALL COUNTY, ILLINOIS

SMITH ENGINEERING CONSULTANTS, INC.
ENGINEERS & SURVEYORS
1000 S. W. 10TH AVE., SUITE 100
FORT WORTH, TEXAS 76104
PHONE (817) 335-7800
FAX (817) 335-7801



PLAT PREPARED FOR
YORKVILLE FARM DEVELOPMENT, L.L.C.
9008 ROUTE 126, UNIT B
YORKVILLE, ILLINOIS 60550
PROJECT CONTACT:
MR. DAVID KNOTT
PHONE: (708) 608-7830
FAX: (630) 863-8807

SMITH ENGINEERING CONTACT:
KEITH A. HANCOCK, P.E., GENERAL MANAGER OF LAND DEVELOPMENT
(708) 608-7800
DAVID M. BOWEN, P.E., PROJECT MANAGER
(708) 608-7800
DANIEL L. SMITH, P.E., SENIOR SURVEYOR
(708) 608-7800

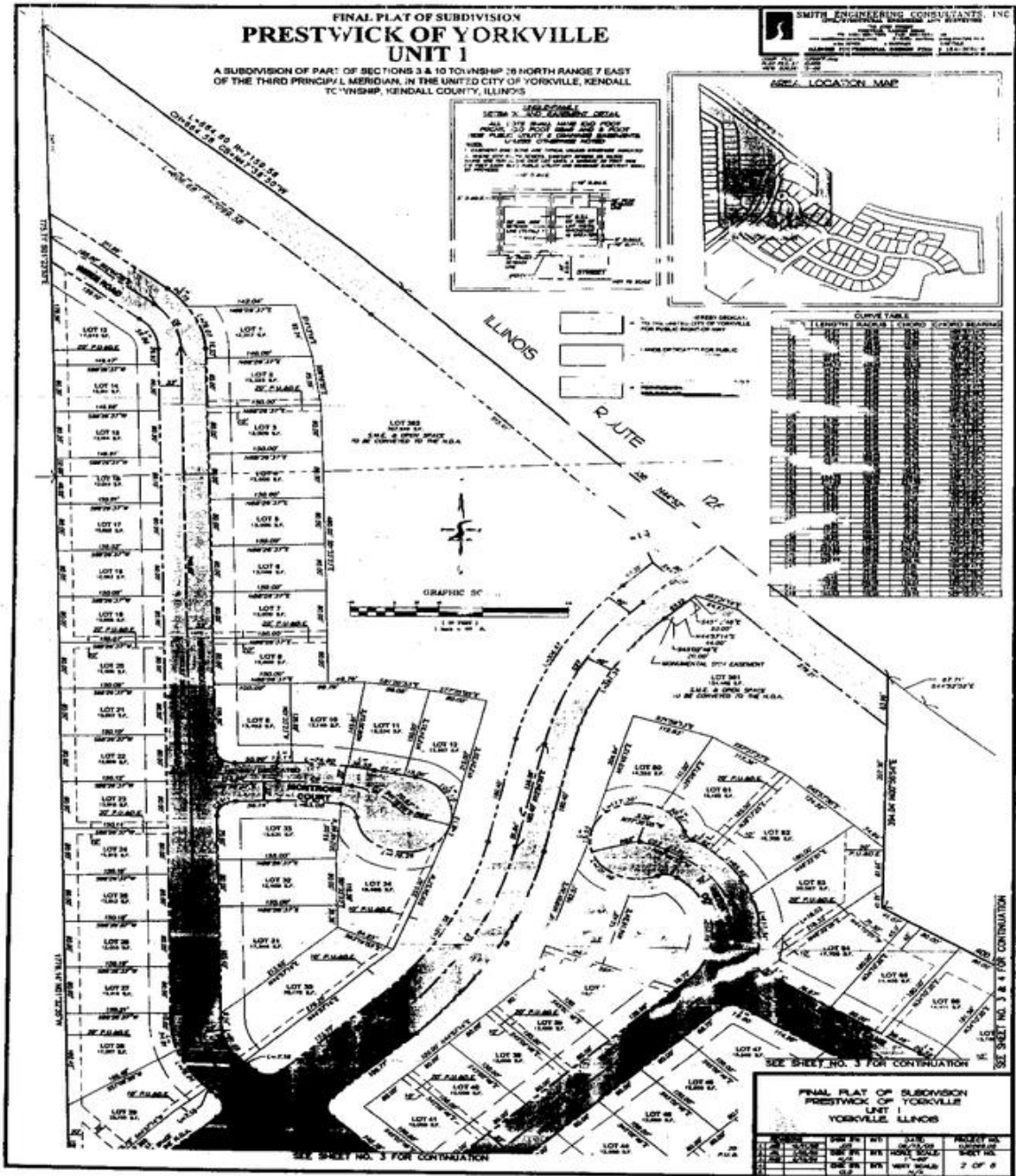


1. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
2. THE PROPERTY IS SHOWN IN ACCORDANCE WITH THE UNITED CITY OF YORKVILLE.
3. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
4. THE PROPERTY IS SHOWN IN ACCORDANCE WITH THE UNITED CITY OF YORKVILLE.
5. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
6. THE PROPERTY IS SHOWN IN ACCORDANCE WITH THE UNITED CITY OF YORKVILLE.
7. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
8. THE PROPERTY IS SHOWN IN ACCORDANCE WITH THE UNITED CITY OF YORKVILLE.
9. ALL LOTS ARE SUBJECT TO THE EASEMENTS SHOWN ON THIS PLAT.
10. THE PROPERTY IS SHOWN IN ACCORDANCE WITH THE UNITED CITY OF YORKVILLE.

LOT	ACRES	AREA	PERCENT
1	0.10	0.10	10.00
2	0.10	0.10	10.00
3	0.10	0.10	10.00
4	0.10	0.10	10.00
5	0.10	0.10	10.00
6	0.10	0.10	10.00
7	0.10	0.10	10.00
8	0.10	0.10	10.00
9	0.10	0.10	10.00
10	0.10	0.10	10.00

FINAL PLAT OF SUBDIVISION
PRESTWICK OF YORKVILLE
UNIT 1
YORKVILLE, ILLINOIS

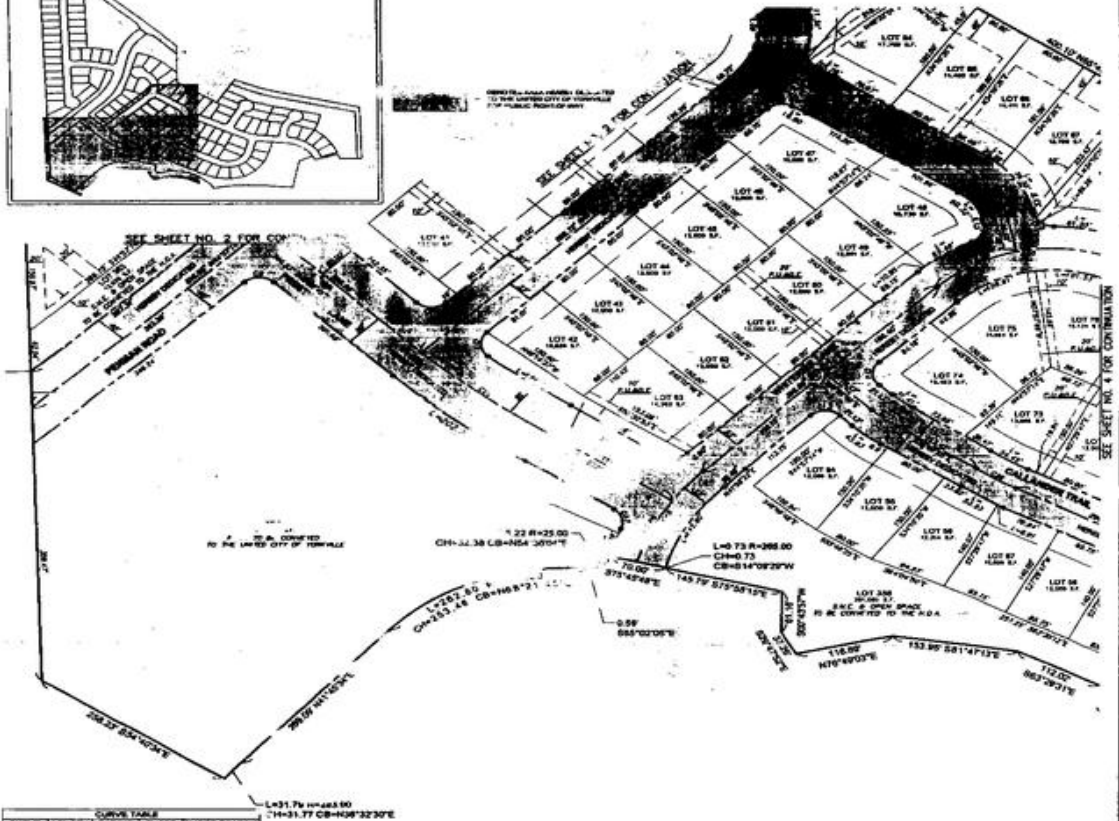
EXHIBIT
"C"



FINAL PLAT OF SUBDIVISION **PRESTWICK OF YORKVILLE** **UNIT 1**

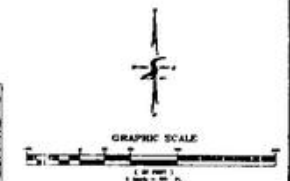
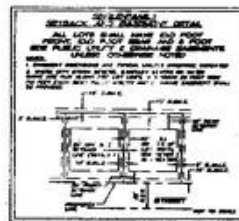
A SUBDIVISION OF PART OF SECTIONS 3 & 10 TOWNSHIP 36 NORTH RANGE 7 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL
 TOWNSHIP, KENDALL COUNTY, ILLINOIS

WHITE ENGINEERING CONSULTANTS, INC.
 1001 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (305) 555-1234
 Fax: (305) 555-1235
 E-Mail: info@white-engineering.com



CURVE TABLE

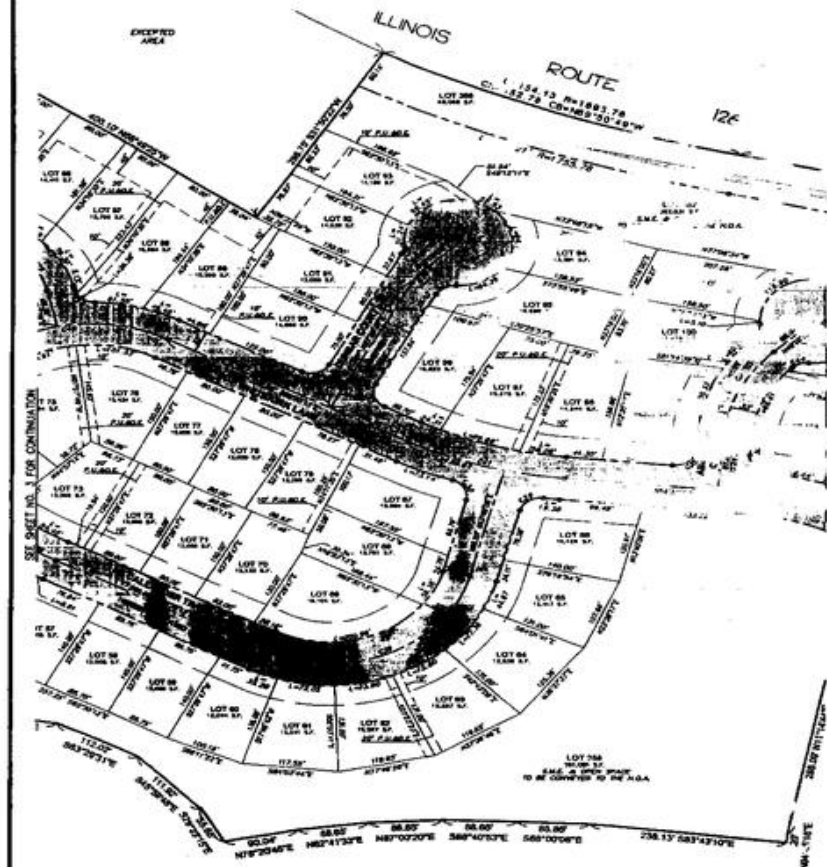
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
1	123.45	1000.00	123.45	90°00'00"
2	156.78	1200.00	156.78	90°00'00"
3	189.01	1400.00	189.01	90°00'00"
4	221.24	1600.00	221.24	90°00'00"
5	253.47	1800.00	253.47	90°00'00"
6	285.70	2000.00	285.70	90°00'00"
7	317.93	2200.00	317.93	90°00'00"
8	350.16	2400.00	350.16	90°00'00"
9	382.39	2600.00	382.39	90°00'00"
10	414.62	2800.00	414.62	90°00'00"
11	446.85	3000.00	446.85	90°00'00"
12	479.08	3200.00	479.08	90°00'00"
13	511.31	3400.00	511.31	90°00'00"
14	543.54	3600.00	543.54	90°00'00"
15	575.77	3800.00	575.77	90°00'00"
16	608.00	4000.00	608.00	90°00'00"
17	640.23	4200.00	640.23	90°00'00"
18	672.46	4400.00	672.46	90°00'00"
19	704.69	4600.00	704.69	90°00'00"
20	736.92	4800.00	736.92	90°00'00"
21	769.15	5000.00	769.15	90°00'00"
22	801.38	5200.00	801.38	90°00'00"
23	833.61	5400.00	833.61	90°00'00"
24	865.84	5600.00	865.84	90°00'00"
25	898.07	5800.00	898.07	90°00'00"
26	930.30	6000.00	930.30	90°00'00"
27	962.53	6200.00	962.53	90°00'00"
28	994.76	6400.00	994.76	90°00'00"
29	1026.99	6600.00	1026.99	90°00'00"
30	1059.22	6800.00	1059.22	90°00'00"
31	1091.45	7000.00	1091.45	90°00'00"
32	1123.68	7200.00	1123.68	90°00'00"
33	1155.91	7400.00	1155.91	90°00'00"
34	1188.14	7600.00	1188.14	90°00'00"
35	1220.37	7800.00	1220.37	90°00'00"
36	1252.60	8000.00	1252.60	90°00'00"
37	1284.83	8200.00	1284.83	90°00'00"
38	1317.06	8400.00	1317.06	90°00'00"
39	1349.29	8600.00	1349.29	90°00'00"
40	1381.52	8800.00	1381.52	90°00'00"
41	1413.75	9000.00	1413.75	90°00'00"
42	1445.98	9200.00	1445.98	90°00'00"
43	1478.21	9400.00	1478.21	90°00'00"
44	1510.44	9600.00	1510.44	90°00'00"
45	1542.67	9800.00	1542.67	90°00'00"
46	1574.90	10000.00	1574.90	90°00'00"



FINAL PLAT OF SUBDIVISION PRESTWICK OF YORKVILLE UNIT 1 YORKVILLE, ILLINOIS					
SECTION	LOT	AREA	BEARING	DISTANCE	REMARKS
3	1	1.23	N 89° 00' 00" E	123.45	LOT 1
3	2	1.56	N 89° 00' 00" E	156.78	LOT 2
3	3	1.89	N 89° 00' 00" E	189.01	LOT 3
3	4	2.21	N 89° 00' 00" E	221.24	LOT 4
3	5	2.53	N 89° 00' 00" E	253.47	LOT 5
3	6	2.85	N 89° 00' 00" E	285.70	LOT 6
3	7	3.17	N 89° 00' 00" E	317.93	LOT 7
3	8	3.50	N 89° 00' 00" E	350.16	LOT 8
3	9	3.82	N 89° 00' 00" E	382.39	LOT 9
3	10	4.14	N 89° 00' 00" E	414.62	LOT 10
3	11	4.46	N 89° 00' 00" E	446.85	LOT 11
3	12	4.79	N 89° 00' 00" E	479.08	LOT 12
3	13	5.11	N 89° 00' 00" E	511.31	LOT 13
3	14	5.43	N 89° 00' 00" E	543.54	LOT 14
3	15	5.75	N 89° 00' 00" E	575.77	LOT 15
3	16	6.08	N 89° 00' 00" E	608.00	LOT 16
3	17	6.40	N 89° 00' 00" E	640.23	LOT 17
3	18	6.72	N 89° 00' 00" E	672.46	LOT 18
3	19	7.04	N 89° 00' 00" E	704.69	LOT 19
3	20	7.36	N 89° 00' 00" E	736.92	LOT 20
3	21	7.69	N 89° 00' 00" E	769.15	LOT 21
3	22	8.01	N 89° 00' 00" E	801.38	LOT 22
3	23	8.33	N 89° 00' 00" E	833.61	LOT 23
3	24	8.65	N 89° 00' 00" E	865.84	LOT 24
3	25	8.98	N 89° 00' 00" E	898.07	LOT 25
3	26	9.30	N 89° 00' 00" E	930.30	LOT 26
3	27	9.62	N 89° 00' 00" E	962.53	LOT 27
3	28	9.94	N 89° 00' 00" E	994.76	LOT 28
3	29	10.26	N 89° 00' 00" E	1026.99	LOT 29
3	30	10.59	N 89° 00' 00" E	1059.22	LOT 30
3	31	10.91	N 89° 00' 00" E	1091.45	LOT 31
3	32	11.23	N 89° 00' 00" E	1123.68	LOT 32
3	33	11.55	N 89° 00' 00" E	1155.91	LOT 33
3	34	11.88	N 89° 00' 00" E	1188.14	LOT 34
3	35	12.20	N 89° 00' 00" E	1220.37	LOT 35
3	36	12.52	N 89° 00' 00" E	1252.60	LOT 36
3	37	12.84	N 89° 00' 00" E	1284.83	LOT 37
3	38	13.17	N 89° 00' 00" E	1317.06	LOT 38
3	39	13.49	N 89° 00' 00" E	1349.29	LOT 39
3	40	13.81	N 89° 00' 00" E	1381.52	LOT 40
3	41	14.13	N 89° 00' 00" E	1413.75	LOT 41
3	42	14.45	N 89° 00' 00" E	1445.98	LOT 42
3	43	14.78	N 89° 00' 00" E	1478.21	LOT 43
3	44	15.10	N 89° 00' 00" E	1510.44	LOT 44
3	45	15.42	N 89° 00' 00" E	1542.67	LOT 45
3	46	15.74	N 89° 00' 00" E	1574.90	LOT 46
3	47	16.06	N 89° 00' 00" E	1606.13	LOT 47
3	48	16.38	N 89° 00' 00" E	1638.36	LOT 48
3	49	16.70	N 89° 00' 00" E	1670.59	LOT 49
3	50	17.02	N 89° 00' 00" E	1702.82	LOT 50
3	51	17.34	N 89° 00' 00" E	1734.05	LOT 51
3	52	17.66	N 89° 00' 00" E	1766.28	LOT 52
3	53	17.98	N 89° 00' 00" E	1798.51	LOT 53
3	54	18.30	N 89° 00' 00" E	1830.74	LOT 54
3	55	18.62	N 89° 00' 00" E	1862.97	LOT 55
3	56	18.94	N 89° 00' 00" E	1895.20	LOT 56
3	57	19.26	N 89° 00' 00" E	1927.43	LOT 57
3	58	19.58	N 89° 00' 00" E	1959.66	LOT 58
3	59	19.90	N 89° 00' 00" E	1991.89	LOT 59
3	60	20.22	N 89° 00' 00" E	2024.12	LOT 60
3	61	20.54	N 89° 00' 00" E	2056.35	LOT 61
3	62	20.86	N 89° 00' 00" E	2088.58	LOT 62
3	63	21.18	N 89° 00' 00" E	2120.81	LOT 63
3	64	21.50	N 89° 00' 00" E	2153.04	LOT 64
3	65	21.82	N 89° 00' 00" E	2185.27	LOT 65
3	66	22.14	N 89° 00' 00" E	2217.50	LOT 66
3	67	22.46	N 89° 00' 00" E	2249.73	LOT 67
3	68	22.78	N 89° 00' 00" E	2281.96	LOT 68
3	69	23.10	N 89° 00' 00" E	2314.19	LOT 69
3	70	23.42	N 89° 00' 00" E	2346.42	LOT 70
3	71	23.74	N 89° 00' 00" E	2378.65	LOT 71
3	72	24.06	N 89° 00' 00" E	2410.88	LOT 72
3	73	24.38	N 89° 00' 00" E	2443.11	LOT 73
3	74	24.70	N 89° 00' 00" E	2475.34	LOT 74
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3	76	25.34	N 89° 00' 00" E	2539.80	LOT 76
3	77	25.66	N 89° 00' 00" E	2572.03	LOT 77
3	78	25.98	N 89° 00' 00" E	2604.26	LOT 78
3	79	26.30	N 89° 00' 00" E	2636.49	LOT 79
3	80	26.62	N 89° 00' 00" E	2668.72	LOT 80
3	81	26.94	N 89° 00' 00" E	2700.95	LOT 81
3	82	27.26	N 89° 00' 00" E	2733.18	LOT 82
3	83	27.58	N 89° 00' 00" E	2765.41	LOT 83
3	84	27.90	N 89° 00' 00" E	2797.64	LOT 84
3	85	28.22	N 89° 00' 00" E	2829.87	LOT 85
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3	87	28.86	N 89° 00' 00" E	2894.33	LOT 87
3	88	29.18	N 89° 00' 00" E	2926.56	LOT 88
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3	90	29.82	N 89° 00' 00" E	2991.02	LOT 90

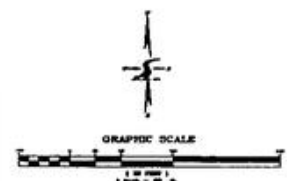
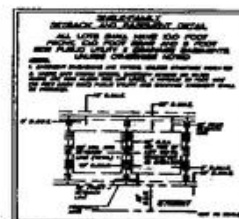
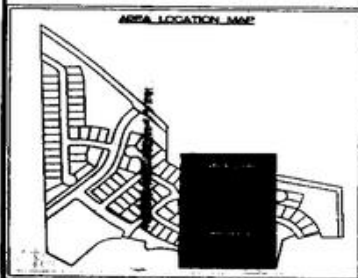
A SUBDIVISION OF PART OF SECTIONS 3 & 10 TOWNSHIP 36 NORTH RANGE 7 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL
TOWNSHIP, KENDALL COUNTY, ILLINOIS

SMITH ENGINEERING CONSULTANTS, INC.
 1700 W. 10th Street, Suite 200, Oklahoma City, OK 73106
 (405) 521-1100
 FAX (405) 521-1101
 Telex 154241
 TOLL FREE 1-800-541-5511
 CIRCLE 10 ON READER SERVICE CARD



- SENSITIVE AREA HEREBY DEDICATED TO THE UNITED CITY OF YONKERS LE FOR PUBLIC RECREATION
- LANDS DEDICATED FOR PUBLIC RECREATION PURPOSES, INCLUDING BUT NOT LIMITED TO:

CURVE TABLE				
CURVE	LENGTH	ANGLE	CHORD	BEARING
1	100	90	100	000
2	100	90	100	000
3	100	90	100	000
4	100	90	100	000
5	100	90	100	000
6	100	90	100	000
7	100	90	100	000
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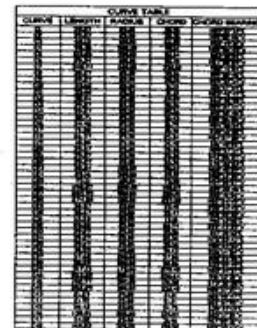


FINAL PLAN OF SUBDIVISION FEEDSTOCK OF YORKVILLE UNIT 1 YORKVILLE, ILLINOIS				
SECTION	SUB DIV	BLK	DATE	PLOTTED BY
11-12	11-12	11-12	12-15-59	11-12
11-13	11-13	11-13	12-15-59	11-13
11-14	11-14	11-14	12-15-59	11-14
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11-193	11-193	11-193	12-15-59	11-193
11-194	11-194	11-194	12-15-59	11-194
11-19				

A SUBDIVISION OF PART OF SECTIONS 3 & 10 TOWNSHIP 36 NORTH RANGE 7 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN THE UNITED CITY OF YORKVILLE, KENDALL
TOWNSHIP, KENDALL COUNTY, ILLINOIS

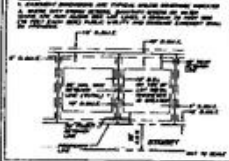
 = SURFACING AREA HERETOFORE DEDICATED TO THE UNITED CITY OF YONKERS FOR PUBLIC TRUCK (40'-00")

 = LAYERS DEDICATED FOR PUBLIC ROAD PURPOSES, INCLUDING DRIVEWAY AND TRUCKING




AMATEL LIMITED
 DENVER AREA HENRY
 DENVER, CO. 80202
 CITY OF HOUSTON, TX
 PUBLIC RIGHT-OF-WAY

**SINGLE-PARTY
DETACH AND EXCHANGE DETAIL**
ALL LOTS SHALL HAVE 100 FOOT
FRONT 100 FOOT DEEP AND 5 FOOT
SIDE PUBLIC UTILITY & DRIVEWAY EASEMENTS
(UNLESS OTHERWISE NOTED)



GRAPHIC SCALE



FINAL PLAT OF SUBDIVISION
PRESTWICK OF YORKVILLE
UNIT 1
YORKVILLE, ILLINOIS

[illegible]

EXHIBIT "D"

LOT NUMBER	QUANTITY	TYPE of TREE	LOCATION
1-8	1	Norway Maple	Wren Rd.
9	1	Norway Maple	Wren Rd.
	1	Norway Maple	Montrose Ct.
10-12	1	Norway Maple	Montrose Ct.
13	4	Norway Maple	Wren Rd.
14-22	1	Norway Maple	Wren Rd.
23-30	1	Littleleaf Linden	Wren Rd.
31	3	Littleleaf Linden	Wren Rd.
32	1	Littleleaf Linden	Wren Rd.
33	1	Littleleaf Linden	Wren Rd.
	1	Norway Maple	Montrose Ct.
34	2	Norway Maple	Montrose Ct.
35	1	Norway Maple	Shetland Ct.
36	3	Norway Maple	Shetland Ct.
37-46	1	Honeylocust	Shetland Ln..
47	1	Honeylocust	Gleneagles Ln..
	1	Honeylocust	Shetland Ln..
48	1	Honeylocust	Gleneagles Ln..
	1	White Ash	Whitekirk Ln..
49-53	1	White Ash	Whitekirk Ln..
54-65	1	Littleleaf Linden	Callander Trail
66	1	Littleleaf Linden	Callander Trail
	1	White Ash	Whitekirk Ln..
67	1	Littleleaf Linden	Callander Trail
	1	White Ash	Whitekirk Ln..
68	1	Littleleaf Linden	Callander Trail
69	2	Littleleaf Linden	Callander Trail
70-73	1	Littleleaf Linden	Callander Trail
74	1	Littleleaf Linden	Callander Trail
	1	White Ash	Whitekirk Ln..
75-76	2	White Ash	Whitekirk Ln..
77-79	1	White Ash	Whitekirk Ln..
80-83	1	Norway Maple	Shetland Ct.
84-87	1	Honeylocust	Gleneagles Ln..
88-89	1	White Ash	Whitekirk Ln..
90	1	White Ash	Whitekirk Ln..
	1	Norway Maple	Dunbar Ct.
91-94	1	Norway Maple	Dunbar Ct.
95	2	Norway Maple	Dunbar Ct.
96	1	Norway Maple	Dunbar Ct.
	1	White Ash	Whitekirk Ln..
97-98	1	White Ash	Whitekirk Ln..
99	1	White Ash	Whitekirk Ln..
	1	Norway Maple	Aberdeen Ct.
100-102	1	Norway Maple	Aberdeen Ct.
103	2	Norway Maple	Aberdeen Ct.
104	1	Norway Maple	Aberdeen Ct.
	1	Norway Maple	Whitekirk Ln..
105-108	1	Norway Maple	Whitekirk Ln..

11/15/2006C:\Documents and Settings\jeo\Local Settings\Temporary Internet Files\OLK7\090306Parkwaytrees.xls

EXHIBIT "A"
TO
DECLARATION FOR
THE HIGHLANDS AT ASHLEY POINTE

LEGAL DESCRIPTION:

LOTS 1 THRU 108, INCLUSIVE, AND LOTS 357, 358, 360, 361, 362 AND 363 IN PRESTWICK OF YORKVILLE SUBDIVISION UNIT ONE, RECORDED OCTOBER 31, 2006, AS DOCUMENT NUMBER 200600035287, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS:

PINs: Underlying Numbers: 08-10-200-004
08-10-200-006
08-03-200-001

February 16, 2016

Dear Krysti,

Please find attached the bond rider for Ashely Pointe per the City's letter from EEI, dated February 3rd, 2016.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink that reads "Michelle Stewart". The signature is written in a cursive, flowing style. The first name "Michelle" is written with a large, decorative initial 'M'. The last name "Stewart" is written with a large, decorative initial 'S'.

Michelle Stewart



BOND RIDER

To be attached to and form a part of Bond No 0598131
Dated March 29, 2013 of Stewart Spreading, Inc.
_____, as Principal, and
International Fidelity Insurance Company as Surety, in favor of United City of Yorkville,
IL, as Oblige.

It is understood and agreed that the bond is changed or revised in the particulars checked below:

☐ Name of Principal changed to:

☒ Amount of Bond changed from \$549,920.00
to \$178,770.50

☐ Other _____

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly
modified. This bond Rider shall become effective as of February 2, 2016

IN WITNESS WHEREOF, International Fidelity Insurance Company has caused its
corporate seal to be hereunto affixed this 11th day of February, 2016.

Principal: Stewart Spreading, Inc.

By: Nichelle C. Stankard

By: R.L. McWethy

Attorney-in-Fact, R.L. McWethy
International Fidelity Insurance Company

February 3, 2016

Mrs. Michele Stewart
3874 N IL Route 71
Sheridan, IL 60118

**Re: Bond Reduction – Prestwick/Ashley Pointe
United City of Yorkville
Kendall County, Illinois**

Mrs. Stewart,

On February 2, 2016, the City Administrator approved a reduction in the bond amount for the in the amount of \$371,150.30. The remaining value of the bond is therefore \$178,770.50. Please refer to the attachment for details.

If you have any questions or need additional information, please contact our office.

Very truly yours,

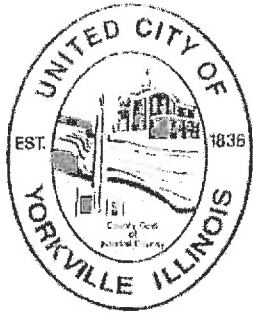
ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/dm
Enclosure

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Krysti Barksdale-Noble, Community Development Director (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Ms. Lisa Pickering, Deputy Clerk (via e-mail)



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: February 2, 2016
Subject: Prestwick/Ashley Pointe

The developer has made a verbal request for a reduction in the subdivision bond amount. The request was made due to work that was performed within the development.

At this time, we recommend a reduction in the amount of \$371,150.30. The amount of the reduction is based upon the value of improvements that have been completed to date in relation to the existing bond value. The new value of the bond shall be \$178,770.50.

Per Ordinance 2014-20, the City Administrator has the authority to allow letter of credit or bond reductions. If you agree with the request, please acknowledge accordingly.

If you have any questions or require additional information, please let us know.

BOND REDUCTION NO. 1 - ASHLEY POINT/PRESTWICK
UNITED CITY OF YORKVILLE
FEBRUARY 2, 2016

ITEM NO.	ITEM	QUANTITY	UNITS	VALUE	UNIT PRICE	COMPLETED QUANTITY THIS PERIOD	COMPLETED VALUE THIS PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUES
1	COMPLETE AS-BUILT RECORD DRAWINGS	1	LUMP SUM	\$ 10,000.00	10,000.00	1	10,000.00	1	10,000.00
2	EROSION AND SEDIMENTATION CONTROL MAINTENANCE	1	LUMP SUM	\$ 37,500.00	37,500.00	1	37,500.00	1	37,500.00
3	STRUCTURE CLEANING/FILTER FABRIC REINSTALLATION ON OPEN GRATES	1	LUMP SUM	\$ 5,000.00	5,000.00	1	5,000.00	1	5,000.00
4	CLEAN REMAINING STORM SEWER STRUCTURES	1	LUMP SUM	\$ 5,000.00	5,000.00	0.5	2,500.00	0.5	2,500.00
5	CLEANING AND REPAIR OF STRUCTURE #374	1	LUMP SUM	\$ 2,000.00	2,000.00	1	2,000.00	1	2,000.00
6	FILLET REPAIR	123	EACH	\$ 15,375.00	125.00	123	15,375.00	123	15,375.00
7	MORTAR MANHOLE/ GROUT PIPES	14	EACH	\$ 1,750.00	125.00	14	1,750.00	14	1,750.00
8	REPAIR ADJUSTING RINGS	22	EACH	\$ 2,750.00	125.00	22	2,750.00	22	2,750.00
9	BENCH REPAIR	9	EACH	\$ 1,125.00	125.00	9	1,125.00	9	1,125.00
10	READJUST FRAME	1	EACH	\$ 125.00	125.00	1	125.00	1	125.00
11	INSTALL MISSING RUNGS	2	EACH	\$ 250.00	125.00	2	250.00	2	250.00
12	RESET FRAME AND/OR ADJUSTING RINGS	1	EACH	\$ 125.00	125.00	1	125.00	1	125.00
13	TELEVIEW STORM SEWER	13,789	FOOT	\$ 27,578.00	2.00	6,894.5	13,789.00	6,894.5	13,789.00
14	STRUCTURE #214 REPAIR	1	LUMP SUM	\$ 750.00	\$ 750.00	1	750.00	1	750.00
15	REALIGN FRAME AND GRATE	1	EACH	\$ 125.00	125.00	1	125.00	1	125.00
16	MANHOLE REPAIRS	4	EACH	\$ 3,000.00	750.00	4	3,000.00	4	3,000.00
17	CHIMNEY SEAL REPLACEMENT	28	EACH	\$ 8,400.00	300.00	28	8,400.00	28	8,400.00
18	DEBRIS REMOVAL	2	EACH	\$ 250.00	125.00	2	250.00	2	250.00
19	REINSTALL MARKING POSTS	156	EACH	\$ 15,600.00	100.00	156	15,600.00	156	15,600.00
20	CLEAN AND PAINT FIRE HYDRANTS	16	EACH	\$ 4,000.00	\$ 250.00	16	4,000.00	16	4,000.00
21	ROTATE FIRE HYDRANT	1	EACH	\$ 250.00	250.00	1	250.00	1	250.00
22	LOCATE AUXILIARY VALVE	1	EACH	\$ 250.00	250.00	1	250.00	1	250.00
23	RAISE FIRE HYDRANT	1	EACH	\$ 500.00	500.00	1	500.00	1	500.00
24	PLUMB VALVE	1	EACH	\$ 300.00	300.00	1	300.00	1	300.00
25	VALVE REPAIR/REPLACEMENT	8	EACH	\$ 6,000.00	750.00	8	6,000.00	8	6,000.00
26	REPLACE VALVE EXTENSIONS	2	EACH	\$ 500.00	250.00	2	500.00	2	500.00
27	ADJUST VALVES TO GRADE	7	EACH	\$ 1,750.00	250.00	7	1,750.00	7	1,750.00
28	REALIGN FRAME	1	EACH	\$ 125.00	125.00	1	125.00	1	125.00
29	REINSTALL MARKING POSTS	156	EACH	\$ 15,600.00	100.00	156	15,600.00	156	15,600.00
30	REMOVE WEEDS GROWING WITHIN ROADWAY	1	LUMP SUM	\$ 5,000.00	5,000.00	1	5,000.00	1	5,000.00
31	REMOVE AND REPLACE DAMAGED CURB	110	FOOT	\$ 3,300.00	30.00	110	3,300.00	110	3,300.00
32	BINDER COURSE PATCHING (5% ASSUMED)	1,586	SQ. YD.	\$ 71,370.00	45.00	1,586	71,370.00	1,586	71,370.00
33	BITUMINOUS MATERIALS (PRIME COAT)	9,520	GAL	\$ 9,520.00	1.00	9,520	9,520.00	9,520	9,520.00
34	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	2,740	TON	\$ 205,500.00	75.00	2,740	205,500.00	2,740	205,500.00
35	HOT-POURED JOINT SEALER	6,370	POUND	\$ 9,555.00	1.50	6,370	9,555.00	6,370	9,555.00

BOND REDUCTION NO. 1 - ASHLEY POINT/PRESTWICK
UNITED CITY OF YORKVILLE
FEBRUARY 2, 2016

ITEM NO.	ITEM	QUANTITY	UNITS	VALUE	UNIT PRICE	COMPLETED QUANTITY THIS PERIOD	COMPLETED VALUE THIS PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUES
36	PAVEMENT STRIPING	1	LUMP SUM	\$ 7,500.00	7,500.00	0	0.00	0	0.00
37	INSTALL SIGNS AND POSTS	1	LUMP SUM	\$ 5,000.00	5,000.00	0	0.00	0	0.00
38	STREET LIGHT REPAIRS	1	LUMP SUM	\$ 5,000.00	5,000.00	0.8	4,000.00	0.8	4,000.00
39	SITE MAINTENANCE/MOWING	1	LUMP SUM	\$ 25,000.00	\$ 25,000.00	1	25,000.00	1	25,000.00
40	TREE REMOVAL AND REPLACEMENT	75	EACH	\$ 16,875.00	225.00	0	0.00	0	0.00
41	BASIN MONITORING/REPAIR	1	LUMP SUM	\$ 50,000.00	50,000.00	0	0.00	0	0.00
TOTAL				\$ 579,598.00			\$ 482,934.00		\$ 482,934.00
PREVIOUS REDUCTIONS				VALUES					

TOTAL IMPROVEMENT COST	\$ 579,598.00
TOTAL VALUE OF COMPLETED IMPROVEMENTS	\$ 482,934.00
COST TO COMPLETE IMPROVEMENTS	\$ 96,664.00
BALANCE OF SECURITY	\$ 549,920.80
NEW BALANCE OF SECURITY REQUIRED	\$ 178,770.50
(110% COST TO COMPLETE + 15% COMPLETED IMPROVEMENTS)	
NET ALLOWABLE BOND REDUCTION	\$ 371,150.30

PREPARED BY:

DATE:

APPROVED BY:

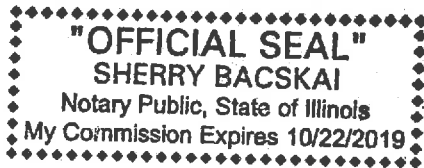
DATE:

STATE OF Illinois

ss.:

COUNTY OF WILL

On this 11th day of February 2016, before me personally appeared R.L. McWethy, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of International Fidelity Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.




(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 10/22/2019

Surety
Company
Acknowledgment

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN J. SCANLON, R.L. MCWETHY, ROBERT W. KEGLEY JR., GARY A. EATON

New Lenox, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

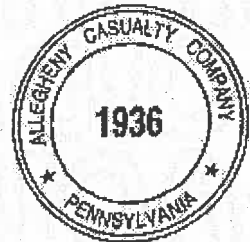
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th

day of February, 2016

MARIA BRANCO, Assistant Secretary