

Resolution 2025-R-111

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Subdivision and Development Agreement with Venture 1 OLB LLC for The Reserve at the Brook Residential Planned Development at 3700 Dundee Road

is hereby adopted, as follows:

Section 1. RECITALS

Venture 1 OLB LLC ("*Applicant*"), as contract purchaser of the property commonly known as 3700 Dundee Road ("*Property*"), which is owned by The Catholic Bishop of Chicago, a corporation sole ("*Owner*"), has submitted a final plan application (Plan Commission Docket PCD-25-06) to develop the Property as a 57 lot planned development for 53 townhome units ("*Planned Development*").

On April 8, 2025, the Board of Trustees of the Village ("*Corporate Authorities*") adopted (i) Ordinance No. 2025-24 amending the comprehensive plan from Institutional Facility to Multi-Family up to 6 DUA; (ii) Ordinance No. 2025-25 rezoning the Property from the IB Institutional Building to the R-6 Multiple Family Residential District; (iii) Ordinance No. 2025-26 granting a special permit for a Residential Planned Development on the Property; and (iii) Resolution No. 2025-R-45 approving a Development Concept Plan, Tentative Plat of Subdivision, and Providing Conceptual Development Approvals and Subdivision Variations on the Property, all in accordance with the Northbrook Zoning Code (1988), as amended ("*Zoning Code*") and the Northbrook Subdivision Code, as amended (1991) ("*Subdivision Code*").

In order to develop the Property as proposed, the Applicant has requested, pursuant to Section 11-603 of the Zoning Code, approval of a final plan for the Planned Development on the Property. The Applicant has also requested, pursuant to Section 3-201 of the Subdivision Code, approval of a final plat of subdivision for the Property to allow for subdivision of the existing lots of record on the Property into 53 residential lots and four outlots as well as final approval of a variations to reduce the required right-of-way for portions of the proposed public roads; to allow sidewalks on one side of a public road; to allow a reduced minimum centerline radius from 155 feet to 100 feet; and to allow a reduced minimum radius of a cul-de-sac for both pavement diameter from 107 feet to 92 feet and for the right-of-way diameter from 140 feet to 108 feet (collectively, "*Requested Relief*").

The Village has negotiated a subdivision and development agreement with the Applicant pursuant to which the Property is to be developed ("*Agreement*").

The Board of Trustees has considered the Agreement and find and determine that it is in the best interest of the Village and the public to approve the Agreement. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

Section 2. APPROVAL OF AGREEMENT

The Agreement by and between the Village and the Applicant shall be, and is hereby, approved in substantially the form attached hereto as *Exhibit A*.

Section 3. EXECUTION OF AGREEMENT

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of at least four copies fully executed by the Applicant and any other person or entities whose consent is required; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 4. RECORDATION OF AGREEMENT

The Village Manager is hereby directed to record the Agreement with the Office of the Cook County Clerk's Office upon satisfactory completion of all administrative details relating thereto and the submission by the Applicant of documentation satisfactory to the Village Attorney demonstrating that the Applicant has acquired fee simple title to the Property.

Section 5. EFFECTIVE DATE

This Resolution shall be in full force and effect only upon the occurrence of all of the following events:

- A. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- B. The adoption of an Ordinance Approving a Final Plan relating to the Property;
- C. The adoption of a Resolution Approving a Final Plat of Subdivision relating to the Property; and
- D. the acquisition of the Property by the Applicant, or its successor entities or direct affiliates.

Approved: 07/08/25

RESULT:	APPROVED [6 – 0]
MOVER:	Johannah Hebl, Trustee
SECONDER:	Matt Cassidy, Trustee
AYES:	Israel, Ross, Hebl, Ebhomielien, Kohler, Cassidy
NAYES:	None
ABSTAIN:	Kathryn Ciesla, President
ABSENT:	None

/s/ Kathryn Ciesla
Village President

ATTEST:

/s/ Derek Gau
Village Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Steven M. Elrod
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654



**SUBDIVISION AND DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF NORTHBROOK
AND
VENTURE 1 OLB LLC
(THE RESERVE AT THE BROOK - 3700 DUNDEE ROAD)**

DATED AS OF JULY __, 2025

**SUBDIVISION AND DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF NORTHBROOK
AND VENTURE 1 OLB LLC
(THE RESERVE AT THE BROOK - 3700 DUNDEE ROAD)**

THIS SUBDIVISION AND DEVELOPMENT AGREEMENT ("*Agreement*") is dated as of the __ day of July, 2025 and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), and **VENTURE 1 OLB LLC**, an Illinois limited liability company ("**Developer**").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Developer is the contract purchaser of the property commonly known as 3700 Dundee Road, Northbrook Illinois ("**Property**"). The Property is currently owned by Catholic Bishop of Chicago ("**Owner**"), which has consented to the relief requested by Developer.

B. The Property was previously used as a church and accessory parking lots.

C. Developer desires and proposes to develop the Property as a planned development including 53 townhome lots and four outlots ("**Development**").

D. In order to develop the Property as proposed, Developer has requested relief from, and approvals under, the Zoning Code and the Subdivision Code.

E. On April 8, 2025, the President and the Board of Trustees adopted: (i) Ordinance No. 2025-24 amending the Comprehensive Plan designation for the Property from Institutional Facility to Multi-Family up to 6 Dwelling Units Per Acre (DUA); (ii) Ordinance No. 25-25, rezoning the Property from the IB Institutional Buildings District to the R-6 Multiple Family Residential District; (iii) Ordinance No. 2025-26 granting a Special Permit for a Planned Development for the Property; and (iv) Resolution No. 2025-R-45 approving a Development Concept Plan for a Planned Development, a Tentative Plat of Subdivision, and providing conceptual development approvals for the Property.

F. The Corporate Authorities, after due and careful consideration, have concluded that the subdivision and redevelopment of the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

G. As provided in, and as a condition of, the Development Approvals, Developer has agreed to execute this Agreement to provide that the Property be developed only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Laws.

Building Code: Chapter 6 of the Village Code.

Common Areas: Lots 54, 55, 56, and 57 on the Property, as depicted on the Final Plat of Subdivision, together with any and all public and private Improvements on the Property.

Comprehensive Plan: Village of Northbrook Comprehensive Plan (2010), as amended.

Corporate Authorities: The President and Board of Trustees of the Village of Northbrook, Illinois.

Declaration of Covenants: The declaration of covenants, easements and restrictions required pursuant to Section 8 of this Agreement entitled "Declaration For Reserve at the Brook Townhomes" prepared by Meltzer Purtill & Stelle LLC, as attached to this Agreement as *Exhibit G*.

Developer: Venture 1 OLB LLC.

Development: Described and defined in Section 3.A of this Agreement.

Development Approvals: Those ordinances, resolution, permits, and administrative approvals listed in the Recitals and Section 3 of this Agreement.

Effective Date: The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 14.A of this Agreement with respect to Developer and in Section 14.B of this Agreement with respect to the Village.

Evidence of Title Date: The date on which the Village Clerk receives evidence, in the form of a recorded deed and an effective title insurance policy or title report issued by an Illinois title insurance company, that fee simple title to the Property has been conveyed to Developer or a successor entity or direct affiliate.

Final Development Plan: Collectively, those plans and specifications for the Development to be approved by the Corporate Authorities pursuant to the Development Approvals, in accordance with Section 3.B and 3.C of this Agreement and the Requirements of Law, including, without limitation, the Final Engineering Plan, Final Landscape Plan, and Final Plat of Subdivision. Upon the date that all components of the Final Development Plan are approved, the Final Development Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

Final Engineering Plan: Those certain engineering plans for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3.C of this Agreement. Upon the date on which the Final Engineering Plan becomes effective, the Final Engineering Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Final Engineering Plans, for the Development prepared by Haeger Engineering, with a latest revision date of May 22, 2025, is attached to this Agreement as **Exhibit C**.

Final Landscape Plan: Those certain landscape plans for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3.C of this Agreement. Upon the date on which the Final Landscape Plan becomes effective, the Final Landscape Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Final Landscape Plans, for the Development prepared by Dickson Design Studio, with a latest revision date of May 21, 2025, is attached to this Agreement as **Exhibit D**.

Final Plat of Subdivision: The plat of subdivision for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3.C of this Agreement. Upon the date on which the Final Plat of Subdivision becomes effective, the Final Plat of Subdivision will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement. For reference, the Final Plat of Subdivision, approved by the Corporate Authorities by Ordinance 25-__ is attached as **Exhibit B**.

Guarantee: Defined in Section 10.A of this Agreement.

Improvement Construction License: Defined in Section 5.D.1 of this Agreement.

Improvement Construction Schedule: The schedule for construction of Improvements as specifically described in Section 5.A.3 of this Agreement.

Improvements: The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan, but specifically excluding the townhomes to be constructed on the Property.

Indemnified Claims: Defined in Section 11.C of this Agreement.

Letter of Credit: The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit H** to this Agreement.

Licensed Premises: Defined in Section 5.D.1 of this Agreement.

Maintenance Guarantee: Defined in Section 10.D of this Agreement.

Municipal Code: The Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

Parties: Developer and the Village, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Plan Commission: The Plan Commission of the Village, established by Section 2-551 of the Village Code.

Planned Development Ordinance: Ordinance No. 2025-26, adopted by the Corporate Authorities, and as may be amended from time to time, approving a Special Permit for a Residential Planned Development for the Property.

Property: That certain tract of land, consisting of approximately 11.76 acres, located at the address commonly known as 3700 Dundee Road, in Northbrook, Illinois and legally described in **Exhibit A** attached to this Agreement.

Public Improvements: Those Improvements that will be dedicated to, and accepted by, the Village.

Public Improvements Standards Manual: The Village of Northbrook Standards and Specifications for Public and Private Improvements, as amended.

Requirements of Law: The Village Laws and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

Right-of-Way Improvements: The Improvements to be constructed on or within the public-owned rights-of-way that are adjacent to or in the vicinity of the Property, as specifically described in Section 5.D of this Agreement.

Site Restoration: Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

Stormwater Detention Area: That portion of the Property designed on the Final Plat of Subdivision for the construction, maintenance, and operation of stormwater detention facilities.

Stormwater Improvements: Those stormwater Improvements depicted on the Final Plat of Subdivision and Final Engineering Plans, and private storm sewers, related equipment, appurtenances, swales, mains, service lines, and storm drainage areas (including specifically, but without limitation, stormwater detention areas) installed and maintained on the Property to ensure adequate Stormwater drainage and management and to collect and direct Stormwater into the Village's or Cook County's storm sewer system.

Structure: Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the townhomes to be constructed on the Property.

Subdivision Code: The "Village of Northbrook Subdivision and Development Code," as amended.

Townhome Lot: Lots 1 through 53 identified on the Final Plat of Subdivision.

Transferee Assumption Agreement: Defined in Section 12.C of this Agreement.

Uncontrollable Circumstance: Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 15.A.3 of this Agreement;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar acts of God;

d. governmental condemnation or taking other than by the Village;

e. strikes or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities; or

f. the lack of issuance of a permit by a third-party agency or authority (not the Village) necessary for the construction of the Development, by no fault of Developer.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

Vertical Construction: The construction of any portion of a Structure on the Property above grade level.

Village: The Village of Northbrook.

Village Attorney: The duly appointed Village Attorney of the Village.

Village Clerk: The duly elected Village Clerk of the Village.

Village Code: The "Village of Northbrook Code of Ordinances," as amended.

Village Engineer: The duly appointed Village Engineer of the Village.

Village Laws: The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

Village Manager: The duly appointed Village Manager of the Village.

Zoning Code: The “Village of Northbrook Zoning Code,” as amended.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

2. **Headings.** The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time

4. **Compliance and Conflict with Other Requirements.** Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. **Description of Development.** The Development will consist of a planned development consisting of 53 townhome residences.

B. **Preliminary Approvals.** The Corporate Authorities previously considered and adopted the following resolutions and ordinances:

1. Ordinance No. 2025-24 amending the Comprehensive Plan of the Village of Northbrook to re-designate the Property as appropriate for Multi-Family up to 6 DUA;
2. Ordinance No. 2025-25 rezoning the Property from the IB Institutional Building District to the R-6 Multiple Family Residential District;
3. Ordinance No. 2025-26 granting a Special Permit for a Residential Planned Development; and
4. Resolution No. 2025-R-45 approving a Development Concept Plan for a Planned Development, a Tentative Plat of Subdivision, and providing Conceptual Development approvals for the Property.

C. Concurrent Approvals. Concurrently with the approval and execution of this Agreement, the Corporate Authorities will consider adoption of the following Ordinances and Resolutions:

1. An Ordinance approving the Final Plat of Subdivision; and
2. An Ordinance approving the Final Plan for the Planned Development, including the Final Engineering and Final Landscaping Plan for the Property.

D. Final Engineering and Landscape Plan Modifications. All revisions to any portion of the Final Engineering Plan or the Final Landscape Plan that are reviewed, accepted, and approved by either the Village Engineer or the Village's Director of Development and Planning Services subsequent to the Effective Date shall be incorporated into, and made a part of this Agreement with no further action required by the Corporate Authorities.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

A. Compliance with this Agreement. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, the Zoning Code, the Subdivision Code, or any other rights Developer may have, during the term of this Agreement, the Property may be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development, use, operation, and maintenance of the Property in a manner materially deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, as the case may be, and an Event of Default pursuant to Section 14.A of this Agreement, subject to any applicable notice or cure period.

B. General Development Restrictions: The development, construction, operation and maintenance of the Development on the Property, must, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Planning and Development Services, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;
2. The Development Approvals;
3. The Final Plat of Subdivision;
4. The Final Development Plan, and all individual plans and documents of which it is comprised including, without limitation, the Final Engineering Plan and the Final Landscaping Plan;
5. The Zoning Code;
6. The Building Code;
7. The Subdivision Code;
8. The Public Improvements Standards Manual;

9. The Declaration of Covenants; and
10. The Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

C. Tree Preservation, Removal and Demolition. Developer shall comply with the Final Landscape Plan, and all Requirements of Law in the preservation and removal of all trees on the Property, including, without limitation, the requirements of Chapter 25 of the Municipal Code and Subsection 4-103 D of the Subdivision Code.

SECTION 5. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. **Description of Improvements.** The Improvements are depicted and described on the Final Engineering Plan and the other components of the Final Development Plan, and include, without limitation, the following:

- a. The Stormwater Improvements including, without limitation, stormwater sewer mains, service lines, and facilities;
- b. Sanitary sewer mains and service lines;
- c. Water mains and service lines;
- d. Right-of-Way Improvements including, without limitation the construction of the cul-de-sac road and connection to Anjou Drive;
- e. The landscaping, as depicted in the Final Landscape Plan; and
- f. The Public Improvements, which include reinforced concrete pipe storm sewers within the right-of-way, 8-inch and larger PVC sanitary sewer lines, 6-inch and larger ductile iron water mains and hydrants, sidewalk improvements within the right-of-way and roadway improvements (with the exception of on street parking which will be maintained by the Owner's Association).

2. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Laws and the Public Improvements Standards Manual. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, as well as all permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality. All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and

diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

3. **Improvement Construction Schedule.**

a. Developer must submit all necessary documents required for the issuance by the Village of site development permits for the construction of the Development no later than three months after the approval of the Final Plat of Subdivision, Final Plan for the Planned Development, and the Final Engineering and Final Landscaping Plan for the Property.

b. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Village Engineer, or their designee, to develop a mutually-agreeable plan and schedule for all such construction ("Improvement Construction Schedule"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Village Engineer. No construction may occur prior to the approval by the Village Engineer of the meeting minutes and the Improvement Construction Schedule, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. **Contract Terms; Prosecution of the Work.** Developer must cause each contractor and subcontractor performing work on the Improvements to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner pursuant to the terms of Developer's contract with such contractor.

5. **Engineering Services.** Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements that are the responsibility of Developer, by a professional engineer responsible for overseeing the construction of the Improvements and by an environmental construction manager with respect to any and all site remediation. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached.

6. **Village Inspections and Approvals.** All work on the Improvements is subject to reasonable inspection and approval by Village representatives at all reasonable times upon reasonable prior written notice. Developer will provide access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours following reasonable prior written notice by the Village. Village representatives shall abide by the reasonable safety precautions established by Developer or Developer's contractor during any such access, and Village representatives shall access the Property at their own risk.

7. **Other Approvals.** Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency, utility, or private party, Developer must promptly file all applications, enter into all agreements,

post all security, pay all fees and costs, and otherwise take all steps that may be reasonably required to obtain the consent, permission, or approval.

B. Utilities. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade the connection of all utilities to facilities located on the Property. No utilities located on the Property may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Village Code and upon payment all fees required pursuant to the Village Code.

C. Landscaping. Prior to the issuance by the Village of a final certificate of occupancy for any Structure on a particular Townhome Lot on the Property, it being understood that a temporary certificate of occupancy may be issued if winter conditions preclude required landscaping installation, Developer must install all landscaping on lot, as depicted on the Final Landscaping Plan, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Landscaping Plan.

2. The Village will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of the landscaping.

4. The final grade of each individual lot must be as set forth in the Final Development Plan, provided that such final grade must contain a minimum of four inches of topsoil if there is sod on top and six inches of topsoil if seeded, except as may be approved by the Village Manager.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Landscaping Plan, and must comply with the tree replacement requirements set forth in the Village Laws, except for minor modifications approved by the Village Manager.

6. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

D. Right-of-Way Improvements.

1. **Grant of Temporary Construction License.** Subject to the terms and conditions set forth in this Agreement, the Village grants to Developer, and Developer accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the following improvements within Village-owned rights-of-way and, as necessary, within adjacent Village-owned parcels (collectively, the "**Licensed Premises**"), all as depicted in the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.D and the other provisions of this Agreement ("**Improvement Construction License**"):

a. Roadway Improvements: Construction and improvements to the cul-de-sac and connection to Anjou Drive.

b. Sidewalk. Sidewalk improvements off of Dundee Road, around the outside of the cul-de-sac, and the western side of Anjou Drive.

c. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to the Property, as depicted in the Final Landscape Plan.

d. Water Main. Installation of ductile iron water main connections along Anjou Drive near Dauphine Avenue.

2. **Limitation of Interest**. Except for the Improvement Construction License granted pursuant to this Section 5.D, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or any other Village-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any Village-owned right-of-way in any way other than for the installation of the improvements identified in this Section 5.D.

3. **Construction of the Right-of-Way Improvements**. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the Village. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the Village Engineer; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 6.I of this Agreement.

4. **Village's Reservation of Rights Over Licensed Premises**. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 5.D. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. **Liens**. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or its agents.

6. **Maintenance of Right-of-Way by Village**. Without limitation of the provisions of Section 11 of this Agreement, the Village will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the Village's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Right-of-Way Improvements necessary

as a result of the Village maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 5.D.7 of this Agreement.

7. **Term.** The Improvements Construction License granted pursuant to this Section 5.D will expire upon the acceptance by the Village of all Right-of-Way Improvements pursuant to Section 5.F of this Agreement.

E. **Timing of Construction of the Improvements.** The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property, as the case may be, until the Improvements that are the responsibility of Developer are completed and approved by the Village. The foregoing does not preclude the Village's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the applicable Improvements by the Village will not constitute a waiver of the Village's right to withhold any certificate of occupancy and will not confer on Developer any right or entitlement to any other certificate of occupancy.

F. **Dedication and Maintenance of the Improvements.**

1. **Final Inspection and Approval of the Improvements.** Developer must notify the Village when it believes that any or all of the Improvements on the Property have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of Law, which determination shall not be unreasonably withheld, conditioned, or delayed. Prior to the issuance by the Village of a final certificate of occupancy for any building or structure on a particular lot on the Property, Developer must install all landscaping on such lot, as depicted on the Final Development Plan.

2. **Dedication and Acceptance of Public Improvements.** Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision constitutes acceptance by the Village of any Public Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, by adoption of a resolution as set forth in Section 3-506 of the Subdivision Code, and only in compliance with the requirements of the Subdivision Code. The Village is not obligated to accept dedication of any Public Improvement unless and until a temporary certificate of occupancy has been issued for the Property.

3. **Transfer of Ownership of the Public Improvements and Easements to the Village.** Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 3-506 of the Subdivision Code and Section 5 of this Agreement, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, which instruments shall be subject to the review and approval of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer must, at the same time (a) grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. **Maintenance of Public Improvements.** For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 15 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected, provided, however, if the nature of the corrective work is such that it cannot reasonably be completed within such time, then Developer shall have such additional time as is reasonably necessary to complete such corrections, provided Developer promptly commences such correction within such 15 days and thereafter diligently pursues same to completion. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion following the expiration of the foregoing notice and cure period, then the Village, after ten days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 5.F.4, Developer must, within 15 days after written demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 10.D of this Agreement, based on costs actually incurred, including reasonable legal fees and administrative expenses.

5. **Effect of Approval and Acceptance.** Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by the Developer or any right of indemnification of the Village by the Developer.

SECTION 6. DEMOLITION AND CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. **Compliance with Plans and Approvals.** The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch, subject to Uncontrollable Circumstances. All materials used for construction on the Property must be in accordance with the specifications for the work to be performed.

2. **Contracts for Work on Property.** Developer must cause every contractor and subcontractor working on the Property to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and terms providing that Developer may take over and prosecute their respective work if the contractor fails to do so in a timely and proper manner.

3. **Application for Permits and Approvals.** Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement.

4. **Village Inspections and Approvals.** All work on the Property will be subject to inspection and approval by Village representatives at all times, subject to Section 5.A.6 above.

B. Demolition of Existing Structures. Developer may commence demolition of existing structures on the Property only after obtaining all necessary demolition permits from the Village and Cook County and presenting the Village with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. The Developer will conduct all demolition work on the Property in full compliance with the Village's permitted construction work hours regulations. The Developer will remove and dispose of all debris resulting from the demolition of existing structures on the Property in compliance with the Requirements of Law.

C. Single Phase of Development. The construction of the Public Improvements must take place in one continuous phase, subject to seasonal conditions. Upon the commencement of construction of any Structure located on a particular lot, the construction on that lot must take place in one continuous phase, subject to seasonal conditions.

D. Limits on Vertical Construction. In addition to any other applicable provision of this Agreement and the Requirements of Law, the Developer may not commence any Vertical Construction other than a single model townhome building, and the Village will have the right to refuse to issue a building permit for any Vertical Construction except for such model townhome building, unless the Village Manager has determined that the construction of the following Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the Village Manager in their sole discretion:

1. the Stormwater Improvements;
2. a functional water system that can deliver water to all proposed fire hydrants in the manner required by the Village; and
3. the construction of a public street and connection to Anjou Drive.

E. Diligent Pursuit of Construction.

1. Once construction has commenced pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and

installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Developer will conduct all construction work on the Property in full compliance with the Village's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Improvement Construction Schedule. Developer may be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be reasonably approved by the Village Manager.

F. Construction Traffic.

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Development and Planning Services and the Village Engineer, a Construction and Traffic Management Plan ("CTM Plan") for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Village Engineer has approved, in writing, the CTM Plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Engineer; provided, however, that nothing in this Agreement is to be deemed or interpreted to require the Village to approve the CTM Plan. Developer must comply with the CTM Plan, and failure to do so continuing beyond any applicable notice and cure period is a Developer Event of Default. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;
- d. The hours of operation and schedule for construction on the Property;
- e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street

surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for Developer's construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by such Developer's construction traffic.

4. **Construction Traffic and Parking on Adjacent Roadways.** All construction traffic must enter and exit the Property from Dundee Road. Employees, contractors and subcontractors of Developer may not park personal or construction related vehicles on roadways adjacent to the Property or on Village-owned property adjacent to the Property and must park all vehicles on the Property. All staging and parking of construction vehicles and equipment must be maintained on the Property. No staging or parking of construction vehicles or equipment will be permitted on roadways or Village-owned property adjacent to the Property.

G. Stormwater Management and Erosion and Dust Control During Construction. During construction of any of the structures or Improvements on the Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of stormwater away from or through the Property in a manner approved in advance by the Village Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, water, ice, and other materials from leaving the site and traveling onto other properties. All debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property must be properly removed or disposed of in accordance with the Requirements of Law; and

3. Take all practical measures to mitigate dust, smoke, and other particulates resulting from construction activities.

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

All installations made pursuant to this Section 6.G that are located on a particular lot must be maintained by the Developer until a certificate of occupancy for that lot has been issued and the townhome unit on such lot has been sold to a homeowner. All installations made pursuant to this Section 6.G on a portion of the Property that has not been sold to a homeowner must be maintained by Developer until all final certificates of occupancy have been issued by the Village for the Development, except as otherwise may be approved by the Village Manager.

H. Issuance of Permits and Certificates.

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the

Development, at any time when, subject to applicable notice and cure provisions, if Developer has failed or refused to meet fully any of its respective obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. Timing of Construction of the Improvements.

a. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Property prior to the completion of all of the Public Improvements and Improvements to be located on the Property other than (i) the Improvements to be located on Lots 1 through 53, as set forth on the Final Subdivision Plat, (ii) the top coat of the roadways to be constructed on the Property are completed by Developer and approved by the Village; and (iii) any Improvements that are delayed solely due to delays caused by utility companies, provided that Developer is making good faith efforts to have the Improvements completed as quickly as possible. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Public Improvements and such Improvements described herein by Developer and approval of said Public Improvements and Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

b. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on any lot within the Property until all Improvements to be located on that lot are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all such Improvements by Developer and approval of the Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas.

No final certificate of occupancy associated with any new structure to be located on the Property will be issued until the final grading and application of binder course has been completed.

I. Completion of Construction; Site Restoration.

1. Removal of Partially Constructed Structures and Improvements.

Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 90 days after notice from the Village: (a) remove any partially constructed or partially completed structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish or remove any of the partially completed structures and Improvements from any and all portions of the Property; (b) perform Site Restoration of the portions of the Property; or (c) cause the structures or Improvements on the portions of the Property to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including reasonable legal and administrative costs, actually incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work actually incurred by the Village, including reasonable legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.I.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and in equity.

J. **Damage to Public Property.** Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

K. **Tree Preservation.** Developer must comply with all applicable tree preservation regulations set forth in Chapter 25 of the Village Code, except as may be approved by the Village Manager.

L. **Exterior Lighting.** All exterior lighting on the Property must comply at all times with the lighting requirements in the Village Code and conform to the Photometric Plan included as part of the Final Development Plan.

M. **As-Built Plans.** After completion of construction of any new structure or Improvement, Developer must submit to the Village Director of Development and Planning Services: (1) final "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Engineer and the Village Director of Development and Planning Services. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer ("PE") and Professional Land Surveyor ("PLS") registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey.

N. **Affordable Housing Plan.** Developer has proposed, and will accept to be bound by, the provisions of the Village's Affordable Housing Ordinance set forth in Article IX; Part III of the Village's Zoning Code ("AHO") and the Affordable Housing Compliance Plan as set forth in **Exhibit E** attached to this Agreement in the construction, operation, and maintenance of the

Development. Developer will record a restrictive covenant against the Property, in a form acceptable to the Village Manager, which will include the Affordable Housing Compliance Plan and other affordable housing requirements set forth in this Agreement, the Planned Development Ordinance, and the AHO.

O. Climate Action Plan. In furtherance of the Village's Climate Action Plan, Developer will incorporate the elements set forth in ***Exhibit F*** attached to this Agreement in the construction, operation, and maintenance of the Development.

P. Designation of Contact Person. Developer will ensure construction oversight in a manner that includes public outreach to residents that live within and adjacent to the Property. The public outreach component will be critical for helping notify the public regarding information and updates relating to the construction and development of the Property. In addition, Developer will ensure that all construction information is contained on a dedicated webpage that will be linked to the Village's website. The dedicated webpage will clearly identify a single point of contact for imminent construction issues (e.g. dust control). Developer will additionally ensure a single point of emergency contact for the Village's first responders throughout construction. Following the completion of construction of the Development, Developer must continue to designate an individual as the contact person and provide their contact information prominently on its website to respond to and address any complaints from owners of adjacent property, or Village resident regarding compliance with this Agreement, including without limitation, landscaping, exterior property/façade maintenance and stormwater detention

SECTION 7. PAYMENT OF FEES AND CONTRIBUTIONS. Developer will fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Article IV of the Subdivision Code for the following districts (collectively, "***Impact Fees***"):

- a. Northbrook Park District;
- b. Northbrook Public Library;
- c. Northbrook School District 27; and
- d. Glenbrook High School District 225.

The Impact Fees are based on a per unit basis and those Impact Fees applicable to the Development must be paid prior to the issuance of a certificate of occupancy for any residential structure on the Property, or portion thereof. Developer acknowledge that the payment of development impact fees imposed by Article IV of the Subdivision Code, as well as Chapter 19 of the Village Code, are reasonable and that Developer hereby hold harmless and release the Village, the Northbrook Park District, the Northbrook Public Library, Northbrook School District 27, and Glenbrook High School District 225 (collectively, the "***Districts***") from any claim or other action Developer may have against either or both the Village or the Districts as a result of Article IV of the Subdivision Code, Chapter 19 of the Village Code, and the impact fees exacted thereunder for distribution to any District by the Village. Developer acknowledge and agree that, if Developer is entitled to any credit toward the Impact Fees as a result of development impact fees previously paid by third-parties with respect to other proposed developments of the Property, and if such credit exceeds the Impact Fees otherwise due pursuant to this Section 7: (a) the Village will have no liability or responsibility whatsoever to pay to Developer the difference between the credit and the Impact Fees otherwise due; and (b) Developer must pursue any claim for any such payment with the affected Districts.

SECTION 8. OWNERS' ASSOCIATION DECLARATION OF COVENANTS. Prior to the issuance of any building permit for the Development, and prior to the transfer of any portion of any Townhome Lot by Developer, Developer must record against the Property, a declaration of covenants, easements, and restrictions ("Declaration") in substantially same form as set forth in the Declaration attached hereto as **Exhibit G**, with any revisions approved by the Village Attorney prior to recording. The Declaration must provide for the creation of an Owners' Association (or similar entity) and must, without limitation, codify the following provisions, conditions and restrictions of this Agreement:

A. Owners' Association.

1. Membership in the Owners' Association must be mandatory for each owner and successive owner of each Townhome Lot within the Property.

2. No modifications or revisions to the provisions in the Declaration required pursuant to this Agreement, or to any provision that is inconsistent with the requirements of this Agreement, will be effective without the prior review and written approval of the Village Director of Development and Planning Services. Further, said Declaration and by-laws shall provide that they not be amended to conflict with this Agreement or the requirements of the Subdivision Code without approval by the Corporate Authorities.

3. The Owners' Association will be responsible for the continuity, care, conservation and maintenance, including operation in a first-rate condition and in accordance with predetermined standards, of the Common Areas and Stormwater Detention Areas, including all landscaping, stormwater detention facilities, equipment and appurtenances, and the cost of power required for the equipment and appurtenances.

4. The Owners' Association will be responsible for casualty and liability insurance and real estate taxes for all Common Areas and Stormwater Detention Areas.

5. Except as adjusted for the affordable units as identified in the Affordable Housing Plan, the owners of each Townhome Lot must pay their *pro rata* share of all costs and expenses incurred by the Owners' Association by means of an assessment to be levied by the Owners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Owners' Association will have the right to adjust the assessment to meet changed needs. The membership vote required to authorize that adjustment may not be fixed at more than 51 percent of the members voting on the issue.

7. The Association or the owners, and not the Village, will be responsible, at the Association's expense, for snow removal on or from the Property, including, without limitation, snow removal from all on-street parking stalls. The Village will only be responsible for snow removal on or from the dedicated public roadways within the Property. The Village will have no obligation to remove snow from public sidewalks or other public rights-of-way within the Property and any snow removal on said areas will be done only at the sole discretion of the Village.

B. Creation of Easements. Easement must be created or granted as follows:

1. An easement will be created providing access over, on, and above the Common Areas for the exclusive benefit of the owners of the Townhome Lots and for the benefit of the Village, for storm water drainage and detention, emergency response, utility maintenance

and repair, and for the purpose of maintaining the Common Areas and Stormwater Detention Areas.

2. Utility easements will be granted to the Village and other governmental bodies and utility services over, on, and across the Property and the Common Areas for the purposes of making repairs, installing and servicing utilities, and providing emergency services.

3. The easements for storm water drainage and detention must remain unobstructed and the access to the retention and detention basins in Common Areas and Stormwater Detention Areas containing stormwater detention and drainage facilities may not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easement without written approval of the Village Manager. In addition, no grade changes will be permitted in said easement without the prior written approval of the Village Engineer.

C. General Provisions.

1. Each Lot owner will have the right to enforce the Declaration.

2. The Declaration must provide that the Village is an intended third-party beneficiary of the Declaration, and will have the right, but not the obligation, to enforce the Declaration. Specifically, and without limitation, the Village will have the right, but not the obligation, after ten days' written notice to the Owners' Association, to perform any maintenance or repair work which, in the sole opinion of the Village, the Owners' Association has failed to perform on the Common Areas, to assess the membership for that work, and to file a lien against the property of the Owners' Association or the property of any member failing to pay the assessment.

3. The Declaration will run with and bind the Property, and all portions thereof, and will be binding on the Developer, and their successors in interest, to all portions of the Property.

SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, Developer must pay to the Village the following fees and costs:

A. All application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

B. All reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses actually incurred in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the Village. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for

interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security ("Guarantee") in the form of one or more letters of credit ("Letter of Credit") in the amount set forth in Section 3-501 of the Subdivision Code, and in accordance with the terms set forth in the Subdivision Code. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit H** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed on the Property pursuant to Section 6.I.2 of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of any permits for the Development and must be maintained at all times until all Improvements have been approved for the Development, and, as appropriate, accepted. The Guarantee will be administered pursuant to Sections 3-501 to 3-507 of the Subdivision Code.

B. Use of Guarantee Funds. If Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fails or refuses to perform Site Restoration in accordance with a demand made pursuant to this Agreement, or fails or refuses to pay any amount demanded by the Village as and when required pursuant to this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee. The Village thereafter shall have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the letter of credit are insufficient to repay fully the Village for all costs and expenses, then Developer shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. Reductions in Guarantee. Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized in Section 3-504 of the Subdivision Code.

D. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 10% of the actual total cost of the Public Improvements caused to be constructed or installed by Developer on the Property provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for Developer's maintenance of such Public Improvements (each, a "Maintenance Guarantee"). The

Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on the Maintenance Guarantee by reason of Developer's failure to fulfill its maintenance obligations under this Section 10, then Developer must within 10 days thereafter cause the Maintenance Guarantee to be increased to its full original amount.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the Village's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Village's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

E. Insurance. Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit J** attached to this Agreement.

SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Runs with Land. The provisions of this Agreement run with and bind the Property and inures to the benefit of, is enforceable by, and obligates the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property, from the date this Agreement is recorded and until this Agreement is terminated or expires. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or

some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Binding Effect. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 12.C of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of the Property. Notwithstanding anything to the contrary contained herein, the obligations of Developer will not be binding upon a purchaser of a Townhome Lot who purchases the lot with the intent to reside on that lot or rent that lot out to a tenant to reside thereon; and provided that the sale of the lot is not to someone affiliated with or controlled by Developer or any other owner of the Property or any portion thereof that is responsible for developing the Improvements on any portion of the Property other than on a Townhome Lot.

C. Transferee Assumption Agreement. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in the Property, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit I** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**"). The transferee must provide the Village, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

D. Required Provisions for Transfers of Property. In the event Developer intends to transfer a legal or beneficial interest in any portion of the Property, Developer must:

1. Notify the Village in writing at least 21 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party with the exception of leases to residential tenants of the Development; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise provided, however, that a sale, assignment, lease, or any other transfer of legal or beneficial interest in a

single Townhome Lot does not constitute a “transfer” under this Agreement if the transferee owns any portion of any other Townhome Lot on the Property. Notwithstanding anything to the contrary contained in this subsection, this subsection shall not apply to the sale of a Townhome Lot to a purchaser that purchases a Townhome Lot with the intent to reside on that Townhome Lot.

E. Mortgagees of Property.

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 12.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to: (i) a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure; or (ii) a mortgagee for a purchaser of a Townhome Lot who purchases a Townhome Lot with the intent to reside on that Townhome Lot or rent that Townhome Lot out to a tenant to reside on; and provided that the sale of the Townhome Lot is not to someone affiliated with or controlled by Developer or any other owner of the Property or any portion thereof that is responsible for developing the Improvements on any portion of the Property other than such Townhome Lot to be resided on.

2. Developer may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a “Consent and Subordination” Agreement”, in substantially the form attached to this Agreement as **Exhibit J**.

SECTION 13. TERM.

A. **Term.** The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires on the date that all Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following approval and acceptance of the Improvements, the Village agrees, upon written request of the Developer, to execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 13, the Developer’s indemnity and defense obligations as set forth in Section 11 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

B. **Contingency.** In the event that the Evidence of Title Date does not occur on or prior to December 31, 2025, the Village will have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of the Village under this Agreement by delivery of notice to Developer. The Village will take all legislative actions necessary to rescind, repeal, or otherwise terminate the Development Approvals prior to terminating this Agreement pursuant to this Section 13.B. The Developer agrees that, notwithstanding the status of the Development Approvals, in the event of termination of this Agreement pursuant to this Section 13.B: (i) the Developer’s right to construct, maintain, and operate the Development on the Property will terminate; and (ii) Developer will not object to repeal of the Development Approvals granted for the Development.

SECTION 14. EVENTS OF DEFAULT.

A. **Developer Events of Default.** The following are Developer Events of Default:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer.

3. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 14.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development.

7. Subject to cure as set forth in Section 14.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 14.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer knowingly permits criminal activity on the Property, or does not take reasonable and diligent steps to prevent criminal activity if it becomes aware that criminal activity is occurring or has occurred on the Property.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as may be amended from time to time, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any of those entities of any assignment for the benefit of creditors or the failure of Developer generally to pay the entity's debts as they become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 12 of this Agreement.

13. Subject to cure as set forth in Section 14.C of this Agreement, Developer abandons the development of the Property. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 45 consecutive days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure any approvals required for the development or construction of the Property will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 14.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

B. Events of Default by the Village. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

C. Cure Period. For all Events of Default identified in Section 14.A for which Developer has the right to cure, the Village must provide notice of such Defaults, and Developer must cure the Event of Default within 15 days after receipt of the notice, or, if the Event of Default cannot be cured within 15 days, Developer must initiate and diligently pursues appropriate measures to remedy the default within such 15 days, and in any event must cure the default within 60 days after receipt of the notice, or such later time as is reasonably necessary to cure such failure if necessary.

SECTION 15. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default:

1. **Legal Procedures.** Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform

Site Restoration, as required pursuant to Section 6.1 of this Agreement or otherwise upon demand of the Village after the occurrence of a Developer Event of Default, the Village will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish and remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for this work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the Village will have the right to place a lien on the Property for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 15.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, or in equity.

3. **Repeal of Development Approvals.** The Village will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement, without protest or objection by Developer.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Developer may not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 16. WARRANTIES AND REPRESENTATIONS.

A. By the Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution and performance of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject; and

3. To the best of the knowledge of the person executing this Agreement on behalf of the Village, there are no actions or proceedings by or before any court, governmental

commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Village or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound including any mortgages, secured loans, or instruments granting another party a superior interest the Property or the Development;

4. Developer has complied with Section 12.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the Village: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 14 of this Agreement.

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or the Property that involve the possibility of materially or adversely affecting the ability of Developer to perform its obligations under this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 17. GENERAL PROVISIONS.

A. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier

of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village:	Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062 Attention: Village Manager Email: Cara.Pavlicek@Northbrook.il.us
with a copy to:	Elrod Friedman LLP 325 North LaSalle Street Suite 450 Chicago, IL 60654 Attention: Steven M. Elrod, Village Attorney Email: Steven.Elrod@ElrodFriedman.com
If to Developer:	Venture 1 OLB LLC 401 North Michigan Ave Suite 1200 Chicago, IL 60611 Attention: Moises Cukierman Email: mcukierman@ilmhomes.net
With a copy to:	Thompson Coburn LLP 55 East Monroe Street 37 th Floor Chicago, Illinois 60603 Attention: Katriina S. McGuire Email: kmcguire@thompsoncoburn.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided in this Agreement, all rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

H. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the parties with respect to the subject matter of this Agreement.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

K. Exhibits. **Exhibits A** through **K** attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

L. Amendments and Modifications.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied. Amendments or modifications to the Development Approvals will be incorporated into this Agreement or the Exhibits attached to this Agreement, without further action by the Parties.

M. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Developer and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

N. Recording. The Village will record this Agreement against title to the Property, at the sole cost and expense of Developer, with the Cook County Clerk's Recording Division.

O. Village Actions, Consents, and Approvals. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

Village Clerk

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: _____
Cara Pavlicek
Its: Village Manager

VENTURE 1 OLB LLC, an Illinois limited liability company

By: ILM Homes, Inc., an Illinois corporation,
a Manager

= Moises Cukierman, President

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2025, by Cara Pavlicek, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

STATE OF ILLINOIS)
)
COUNTY OF-COOK) SS

This instrument was acknowledged before me on _____, 2025, by Moises Cukierman, President of ILM Homes, Inc., a manager of **VENTURE 1 OLB LLC**, an Illinois limited liability company.

Signature of Notary

SEAL

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Final Plat of Subdivision
Exhibit C	Final Engineering Plan
Exhibit D	Final Landscape Plan
Exhibit E	Affordable Housing Plan
Exhibit F	Climate Action Plan
Exhibit G	Form Declaration of Covenants and Restrictions
Exhibit H	Letter of Credit
Exhibit I	Transferee Assumption Agreement
Exhibit J	Consent and Subordination Agreement
Exhibit K	Insurance

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF LOT 25 IN COUNTY CLERK'S DIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 693.30 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER 570.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER 143.75 FEET TO THE WEST LINE OF PARCEL 1 DESCRIBED IN THE DEED FROM ELMER R. HALLEN AND ELIZABETH JANE HALLEN, HIS WIFE, TO EDWARD HAJOST AND LEONA HAJOST, HIS WIFE, DATED DECEMBER 18, 1959, AND RECORDED FEBRUARY 9, 1960, AS DOCUMENT 17777781; THENCE NORTH ALONG SAID WEST LINE AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER 156.95 FEET TO THE NORTHWEST CORNER OF PARCEL 1 IN THE AFORESAID DEED; THENCE EAST ALONG THE NORTH LINE OF PARCEL 1 IN SAID DEED 176.50 FEET TO THE EAST LINE OF LOT 25 AFOREMENTIONED; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 25, 363.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 25; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 25, 746.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 25; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 25, 757.21 FEET TO A POINT 338.58 FEET (5.13 CHAINS) NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 67 DEGREES, 40 MINUTES EAST, 260.70 FEET; THENCE SOUTH 437.58 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST 185.97 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM, THAT PORTION LYING SOUTHERLY OF THE EXISTING NORtherly FENCE LINE FOR THE CEMETERY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 26 IN THE COUNTY CLERK'S DIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPT THOSE PARTS OF LOT 26 CONVEYED IN THE DEEDS RECORDED AS DOCUMENT NUMBERS 24188301, 24193671 AND 26868377.

PERMANENT INDEX NUMBER: 04-06-400-055-0000 and 04-06-400-059-0000

Commonly known as 3700 Dundee Road, Northbrook, Illinois 60062

POST-SUBDIVISION LEGAL DESCRIPTION

LOTS 1 THROUGH 57, BOTH INCLUSIVE, IN THE RESERVE AT THE BROOK SUBDIVISION OF LOTS 25 AND 26 IN COUNTY CLERK'S DIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF RESERVE AT THE BROOK SUBDIVISION RECORDED AS DOCUMENT _____ ("RESERVE AT THE BROOK SUBDIVISION").

Permanent Index Number: 04-06-400-055-0000 and 04-06-400-059-0000

All in Northbrook, Illinois 60062

EXHIBIT B

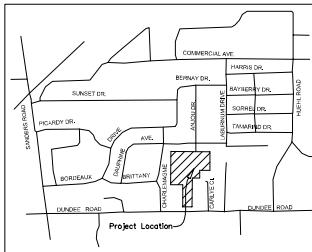
FINAL PLAT OF SUBDIVISION

**FINAL PLAT
OF
THE RESERVE AT THE BROOK**

BEING A RESUBDIVISION OF PART OF LOT 25 AND LOT 26 IN THE COUNTY CLERK'S
DIVISION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

40 20 0 40
SCALE: 1" = 40'

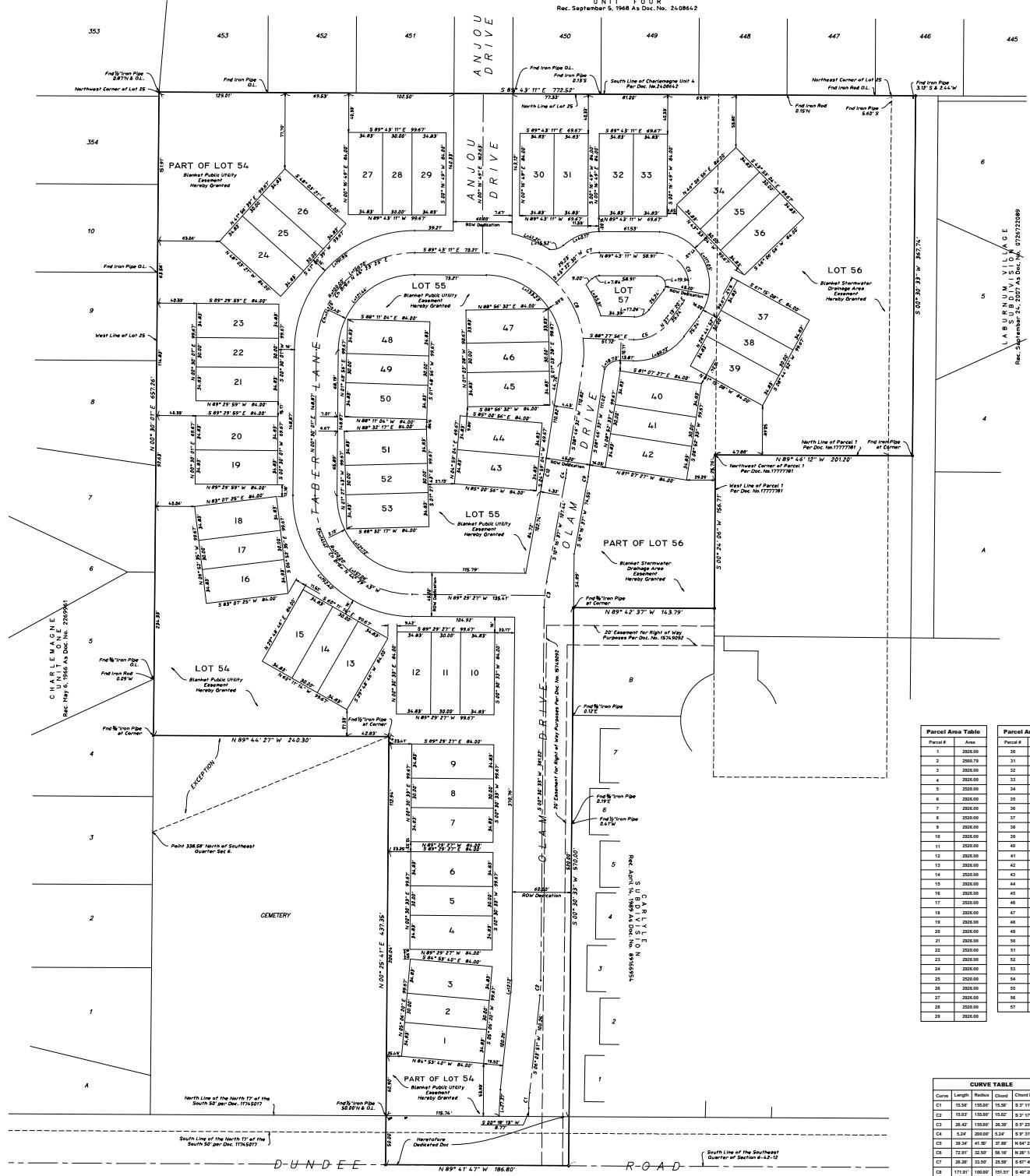
SCALE: 1" = 40'



LOCATION MAP

NOT TO SCALE

CHARLEMAGNE
UNIT FOUR
Rec. September 5, 1968 As Doc. No. 240864



Parcel Area Table

Parcel #	Area	Parcel #	Area
1	26206	30	26206
2	25050.79	31	26206
3	26206.79	32	26206
4	26206	33	26206
5	26206	34	26206
6	26206	35	26206
7	26206	36	26206
8	26206	37	26206
9	26206	38	26206
10	26206	39	26206
11	26206	40	26206
12	26206	41	26206
13	26206	42	26206
14	26206	43	26206
15	26206	44	26206
16	26206	45	26206
17	26206	46	26206
18	26206	47	26206
19	26206	48	26206
20	26206	49	26206
21	26206	50	26206
22	26206	51	26206
23	26206	52	26206
24	26206	53	26206
25	26206	54	11643.00
26	26206	55	30301.17
27	26206	56	10327.00
28	26206	57	2635.00

CURVE TABLE

Curve	Length	Radius	Chord	Chord Bearing
C1	15.55'	15.00'	5.5'	S 3° 02' W
C2	15.03'	15.00'	5.0'	S 3° 17' W
C3	26.42'	15.00'	8.39'	S 3° 23' W
C4	5.26'	20.00'	2.54'	S 3° 31' W
C5	39.34'	41.50'	37.88'	N 64° 22' 42" E
C6	72.91'	32.50'	58.16'	N 24° 14' 56" E
C7	26.39'	32.50'	57.05'	N 27° 49' 30" E
C8	171.91'	100.00'	51.50'	S 26° 19' E
C9	5.83	22.50'	5.83'	S 3° 31' W
C10	4.62	177.50'	4.65'	S 3° 31' 35" W

Originally Prepared: 04.18.2025

HAEGER ENGINEERING
consulting engineers land surveyors

EXHIBIT C
FINAL ENGINEERING PLAN



THE RESERVE AT THE BROOK

3700 DUNDEE ROAD

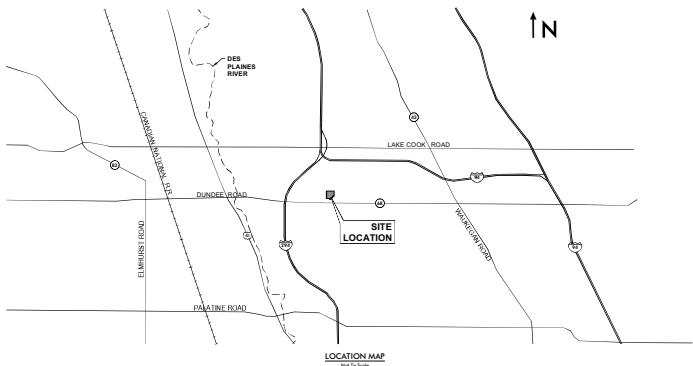
SITE IMPROVEMENT PLANS

SECTION 6 TOWNSHIP 42 NORTH RANGE 12 EAST
NORTHBROOK, ILLINOIS
COOK COUNTY

DEVELOPER
Haege Engineering LLC
605 N. Michigan Avenue
Chicago, IL 60611

PREPARED BY
Haege Engineering LLC
Illinois Prof. Design Firm #184-003152
100 E. State Parkway
Schaumburg, IL 60173
Tel: 847-394-6600
Fax: 847-394-6608
www.haegeengineering.com

VILLAGE OF NORTHBROOK
655 Huelh Road
Northbrook, IL 60062
Tel: 847-272-6550



SITE BENCHMARKS:
CP # 650 (see survey)
Description: Iron Rod
Elevation: 689.08 NAVD 88 (Geoid 12A)

CP # 612 (see survey)
Description: Cross Notch
Elevation: 689.96 NAVD 88 (Geoid 12A)

CP # 617 (see survey)
Description: Cross Notch
Elevation: 692.42 NAVD 88 (Geoid 12A)

CP # 619 (see survey)
Description: NE Bolt on Hydrant
Elevation: 693.23 NAVD 88 (Geoid 12A)



Know what's below.
Call before you dig.

Note:
Call 811 at least 48 hours, excluding
weekends and holidays, before you dig.

INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL NOTES & SPECIFICATIONS
C2.1	GENERAL NOTES & SPECIFICATIONS
C2.2	MWD GENERAL NOTES
C3.0	EXISTING CONDITIONS PLAN
C4.0	DRY CREEK PROFILE
C5.0	GEOMETRY, PAVING, STRIPING & SIGNAGE PLAN
C6.0	GRADING & DRAINAGE PLAN
C7.0	UTILITY PLAN
C7.1	WATER SERVICE PLAN
C8.0	ROADWAY PROFILES
C8.1	SANITARY SEWER PROFILE
C9.0	WATER MAIN PROFILE
C9.1	TOPICAL DETAILS

INDEX TO STORM WATER POLLUTION PREVENTION PLAN SHEETS	
NO.	DESCRIPTION
EC-1	SWPPP TITLE SHEET
EC-2	SWPPP GENERAL NOTES & SPECIFICATIONS
EC-3	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
EC-4	SWPPP TYPICAL DETAILS

INDEX TO EXHIBITS	
NO.	DESCRIPTION
EX1.0	MWD DEVELOPMENT AGREEMENT EXHIBIT
EX2.0	MWD DRAINAGE EXHIBIT
EX3.0	MWD VOLUME CONTROL EXHIBIT
EX4.0	MWD MAINTENANCE & MONITORING EXHIBIT

Existing Symbol	Description	Proposed Symbol
○	Storm Sewer Manhole	●
□	Catch Basin	■
△	Inlet	▲
△	Flared End Section	△
—	Headwall	—
—	Antic Drain	—
○	Sanitary Sewer Manhole	○
○	Clean Out	○
●	Fire Hydrant	●
○	Valve Vault	○
○	Valve Box	○
□	B-Box	□
—	Wall Head	—
—	Gas Valve	—
—	Electrical Pedestal	—
—	Electric Manhole	—
—	Guy Wire	—
—	Utility Pole	—
—	Telephone Pedestal	—
—	Telephone Manhole	—
—	Light Pole	—
—	Traffic Signal	—
—	Traffic Light With Mast Arm	—
—	Cable TV Pedestal	—
—	Storm Sewer	—
—	Storm Sewer Service	—
—	Perforated Underdrain	—
—	Sanitary Sewer	—
—	Combined Sewer	—
—	Force Main	—
—	Water Main	—
—	Water Main Service	—
—	Gas Line	—
—	Electric Line	—
—	Overhead Utility Line	—
—	Fiber Optic Line	—
—	Telephone Line	—
—	Cable TV Line	—
—	Curb Elevation and Ground Surface Elevation	—
—	Plaster Elevation	—
—	Sidewalk Elevation	—
—	Ground Elevation	—
—	Top of Wall Elevation	—
—	Bottom of Wall Elevation	—
—	Contour Line	—
—	Curbstone & Grade	—
—	Opened Lid Frame & Lid	—
—	Finish Grade	—
—	Garage Floor	—
—	Top of Foundation	—
—	Swale	—
—	Hand Hole Flow	—
—	Soil Slope Flow	—
—	Over Land Flow Route	—
—	Contour Line	—
—	Hand Hole	—
—	Fence	—
—	Guardrail	—
—	Pole/Bollard	—
—	Sign	—
—	Flagpole	—
—	Mailbox	—
—	Handicapped Parking Stall	—
—	Number of Parking Stalls	—
—	Curb & Gutter	—
—	Reverse Pitch Curb & Gutter	—
—	Depressed Curb	—
—	Retaining Wall	—
—	Wetland	—
—	Wetland Buffer	—
—	Normal Water Level	—
—	High Water Level	—
—	Flood Plain	—
—	Flood Way	—
—	Deciduous Tree	—
—	Coniferous Tree	—
—	Bush	—
—	Brushline	—
—	Soil Boring	—

TITLE SHEET

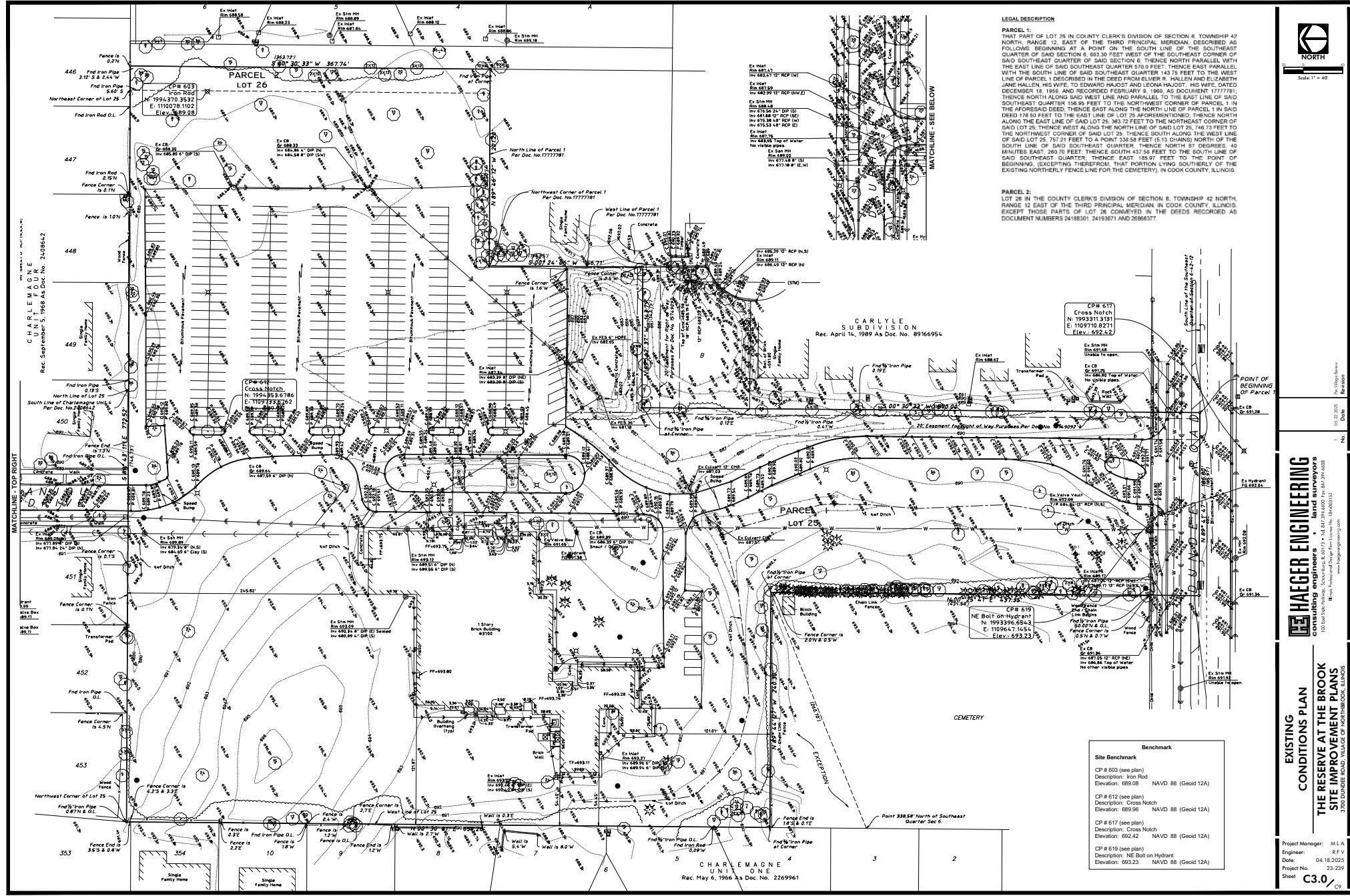
THE RESERVE AT THE BROOK
3700 DUNDEE ROAD, VILLAGE OF NORTHBROOK, ILLINOIS

THE HAEGER ENGINEERING consulting engineers • land surveyors

100 E. State Parkway • Schaumburg, IL 60173 • Tel: 847-394-6600 • Fax: 847-394-6608
www.haegeengineering.com • info@haegeengineering.com

Project Manager: M.L.A.
Engineer: B.F.V.
Date: 04.18.2025
Sheet: 23-239
C1.0/C9

05.22.2015 Date
05.22.2015 Revision
05.22.2015 Drawing No.
05.22.2015 Drawing Description



HE HAEGER ENGINEERING consulting engineers land surveyors

100 East State Parkway, Schaumburg IL 60173 • tel 847.394.6600 fax 847.394.6608
Innis Professional Design Firm, License No. 184-0003152
www.hogerengineering.com

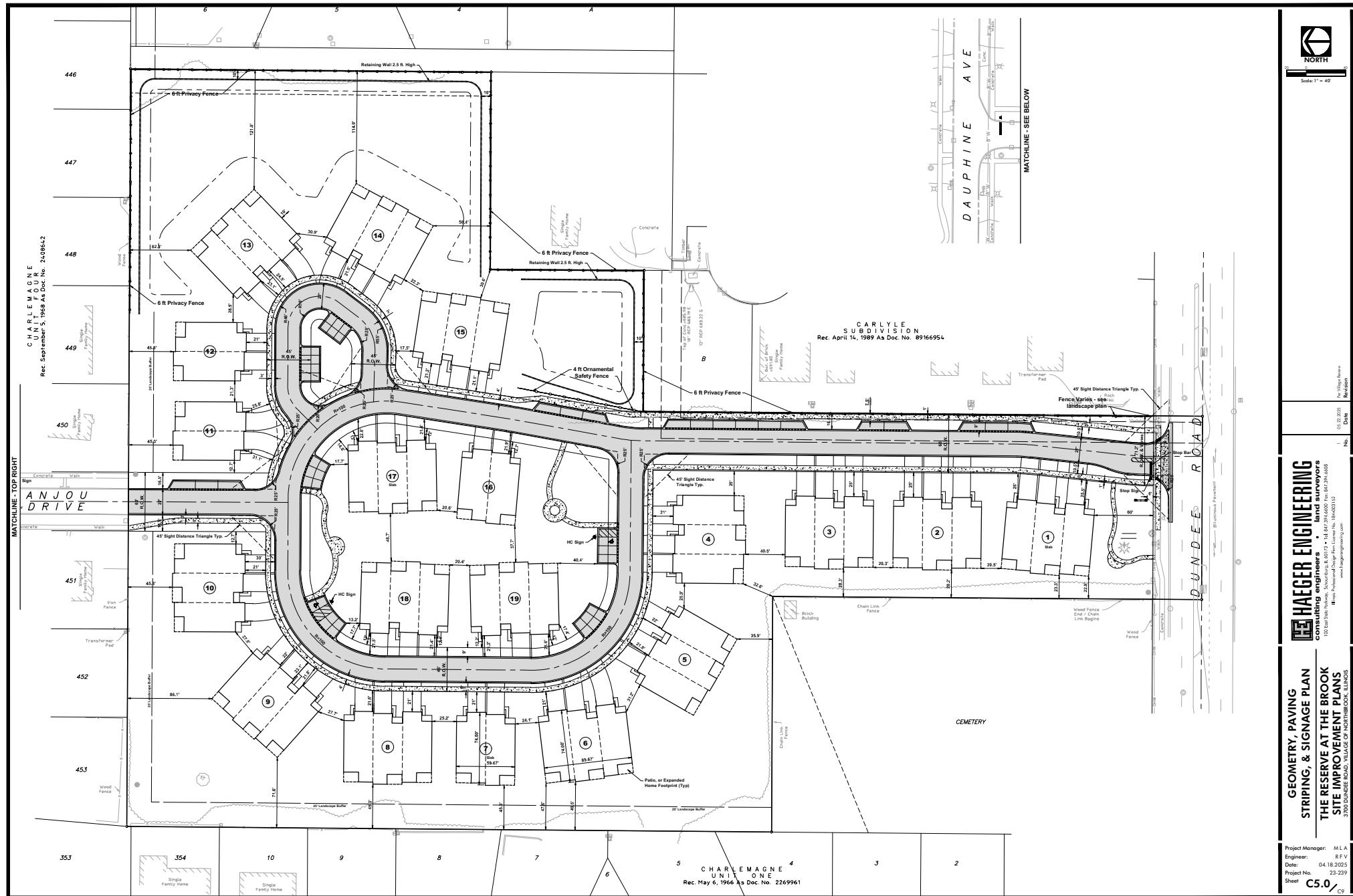
CONDITIONS PLAN RESERVE AT THE BROOK IMPROVEMENT PLANS

SITE IMPROVEMENT PLANS

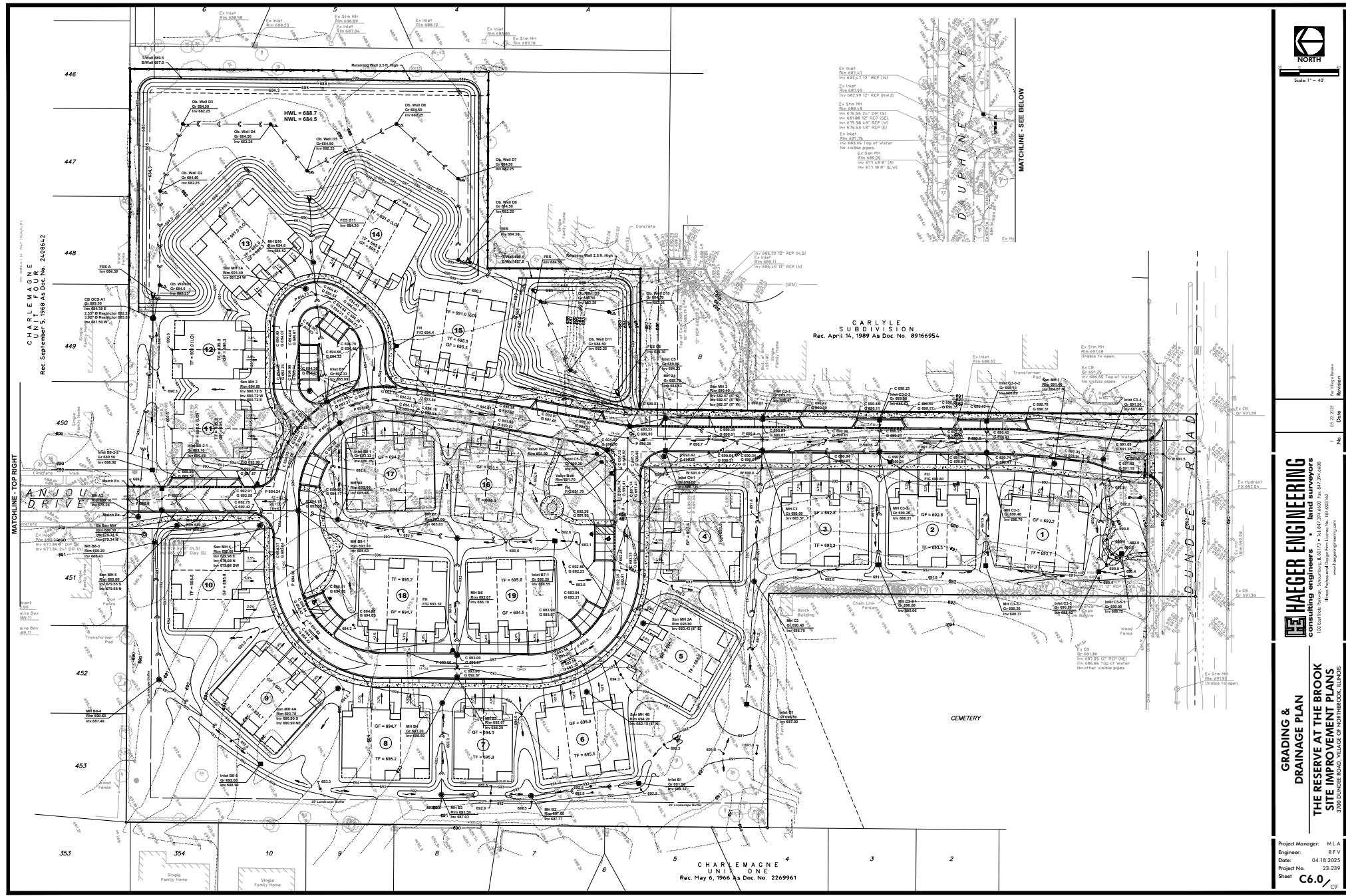
3700 DUNDEE ROAD, VILLAGE OF NORTHBROOK, ILLINOIS

Manager: M.L.A.
er: R.F.V.
04.18.2025
No. 23-239
C3.0

C9



Project Manager: M LA
Engineer: R F V
Date: 04.18.2025
Project No. 23-239
Sheet **C5.0** / C9



HAEGER ENGINEERING consulting engineers land surveyors

GRADING & DRAINAGE PLAN

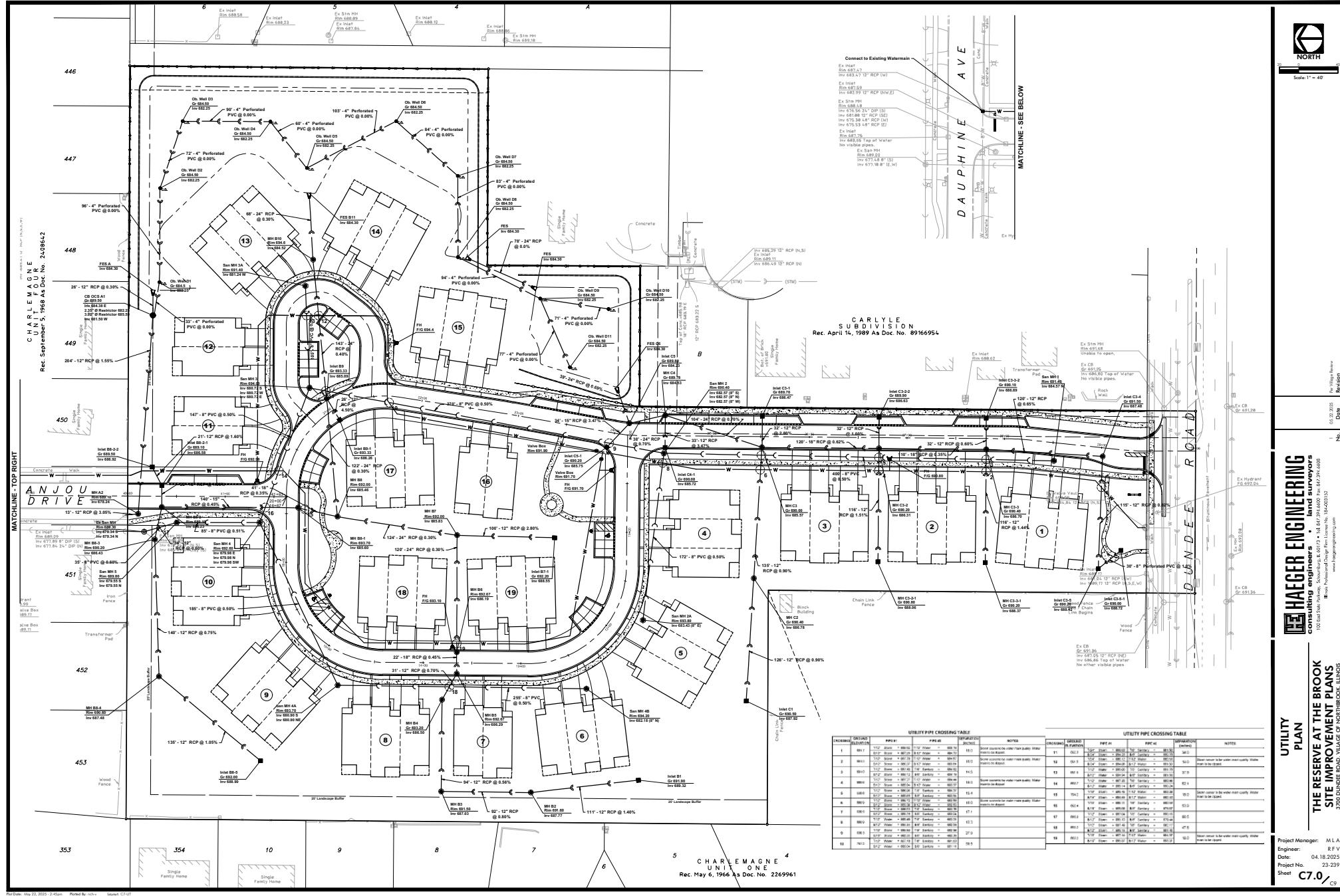
THE RESERVE AT THE BROOK SITE IMPROVEMENT PLANS

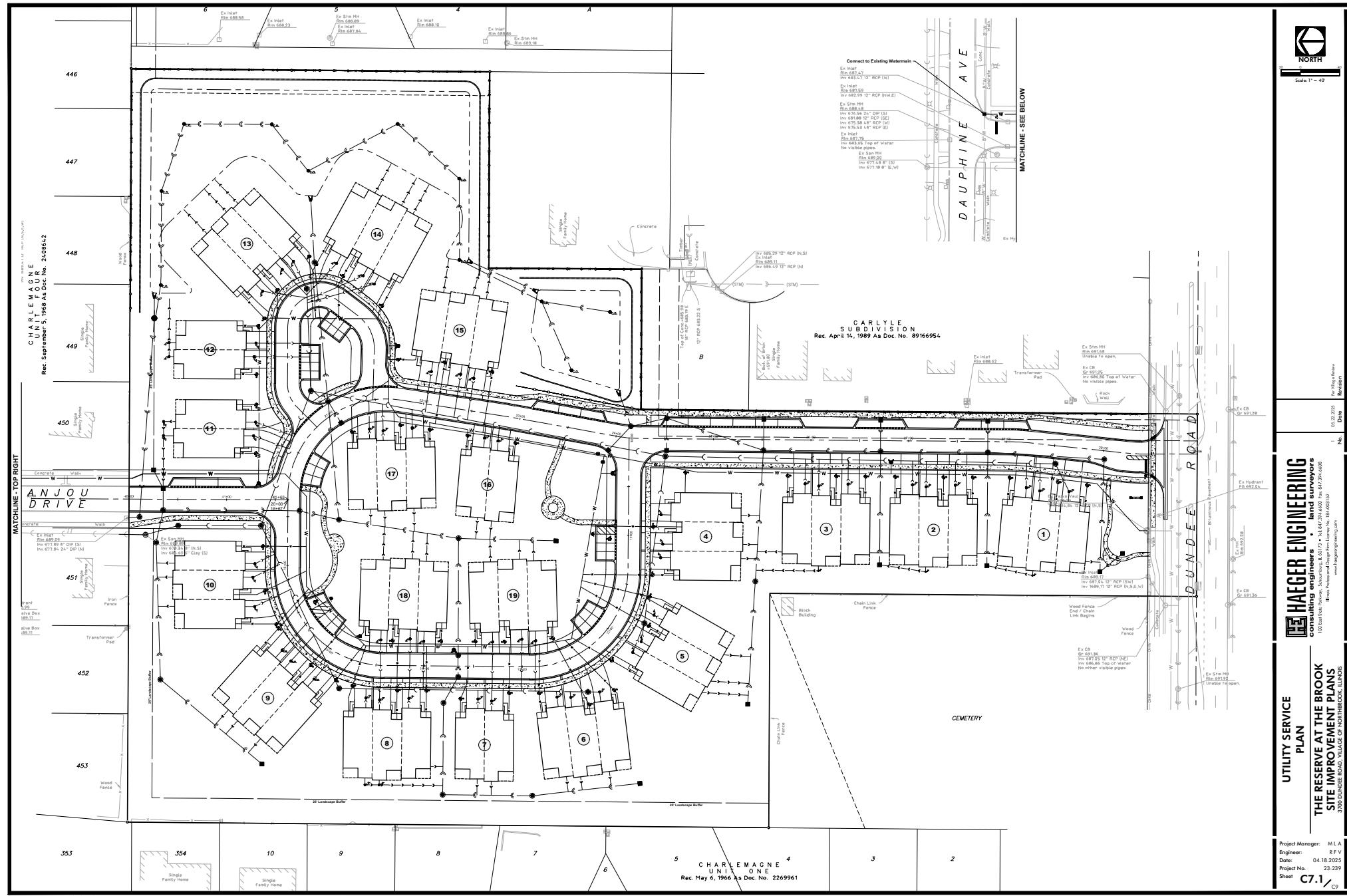
3700 DUNDEE ROAD, VILLAGE OF NORTH BROOK, ILLINOIS

No.	Date	Per <i>Villa</i> or <i>Review</i>	Revision
60173 - 144-394-6600	05-22-2025		

40
10

er: MLA
RFV
04.18.2025
23-239
.0 / C9





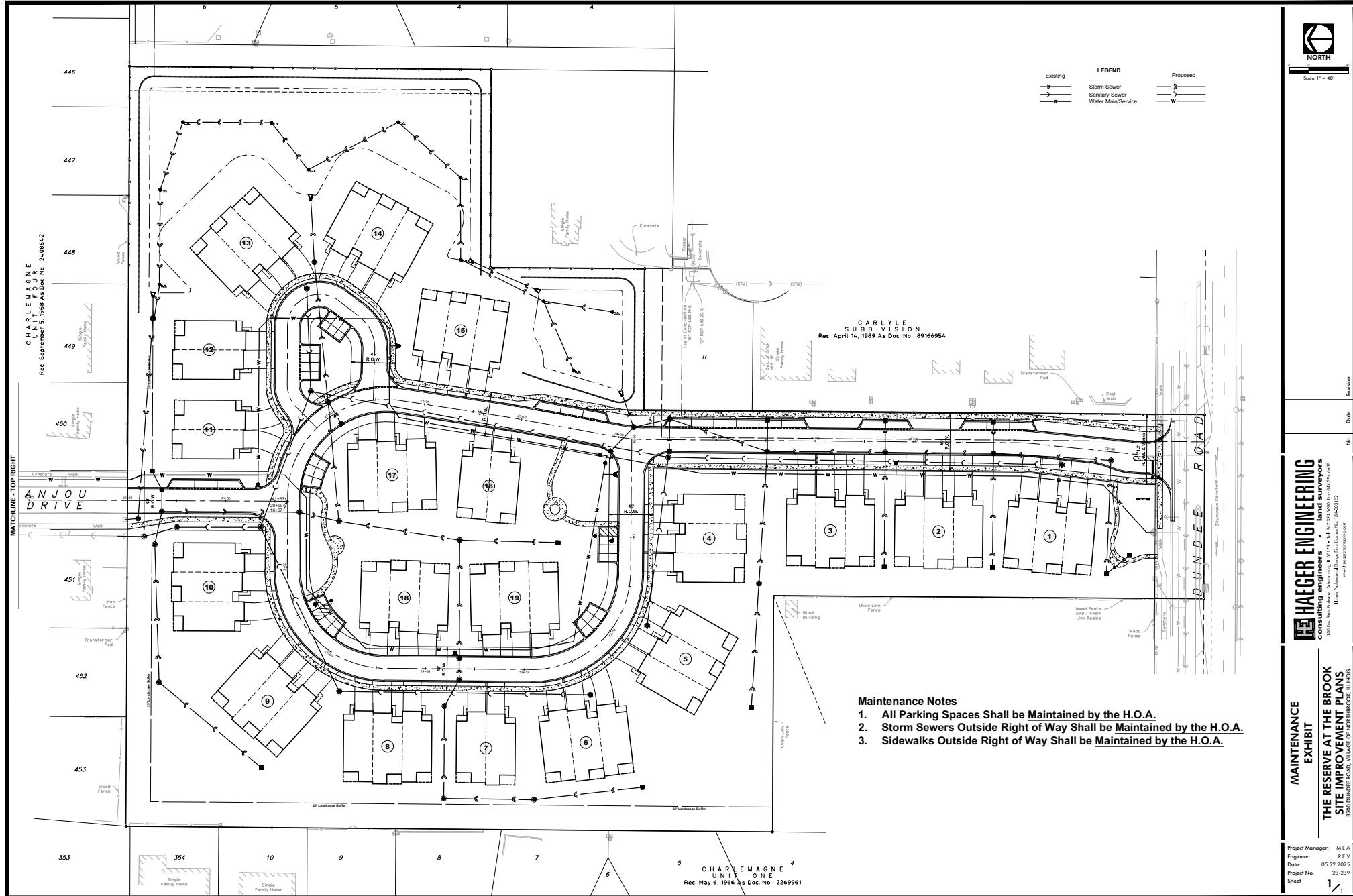


EXHIBIT D

FINAL LANDSCAPING PLAN

The Reserve at The Brook

3700 DUNDEE ROAD | NORTHBROOK, IL

PROJECT TEAM

DEVELOPERS:

VENTURE 1 OLB, LLC
401 N. MICHIGAN AVE., SUITE 1200
CHICAGO, IL 60611
TEL (312) 848-4845
CONTACT: SY TAXMAN / MOISES CUKIERMAN

ARCHITECT / BUILDER:

PULTE HOMES
1900 EAST GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
CONTACT: ROB GETZ

SURVEYOR / CIVIL ENGINEER:

HAEGER ENGINEERING
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173
TEL (847) 394-6600
CONTACT: MIKE ANDERSON

PLANNER / LANDSCAPE ARCHITECT:

DKC DESIGN STUDIO, INC.
9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
TEL (224) 241-8181
CONTACT: SHARON DICKSON / JEFF TORRENS

ARBORIST:

DAVEY RESOURCE GROUP, INC.
NATURAL RESOURCE CONSULTING
TEL (414) 517-1695
CONTACT: PETE SORENSEN

ECOLOGIST:

INDIGO ECOLOGICAL DESIGN
P.O. BOX 26
ALGONQUIN, IL 60102
TEL (810) 923-6582
CONTACT: STACEY LIBRA

SHEET INDEX

L0.1 SHEET INDEX PROJECT TEAM

L0.2 NOTES: TREE PRESERVATION
DETAIL: TREE PROTECTION FENCE
DETAIL: PLANTING
NOTES: GENERAL LANDSCAPE

L1.0 SHEET KEY -
TREE PRESERVATION & REMOVAL PLAN
LANDSCAPE PLAN

L1.1 TREE PRESERVATION & REMOVAL PLAN - SOUTH
SUMMARY: TREE REMOVAL & REPLACEMENT

L1.2 TREE PRESERVATION & REMOVAL PLAN - NORTH

L1.3 TREE INVENTORY - ONSITE & OFFSITE
RATING SCALE: TREE CONDITION / FORM
ARBORIST METHODS

L2.1 FINAL LANDSCAPE PLAN - SOUTH
PLANT & MATERIALS LIST: OVERALL

L2.2 FINAL LANDSCAPE PLAN - NORTH

L2.3 LANDSCAPE PLAN DETAILS: AMENITY AREA
PLANT & MATERIALS LIST: AMENITY AREAS
NORTH
SOUTH & ENTRANCE AREA
CENTRAL COMMONS

L2.4 LANDSCAPE PLAN DETAILS: FOUNDATIONS
PLANT & MATERIALS LISTS: FOUNDATIONS
TYPICAL 2-UNIT FOUNDATION
TYPICAL 3-UNIT FOUNDATION

L2.5 LANDSCAPE PLAN DETAILS: FOUNDATIONS
PLANT & MATERIALS LIST: LOOK-OUT
TYPICAL LOOK-OUT FOUNDATION

L2.6 LAYOUT PLAN: TURF & STORMWATER AREAS

L2.7 STORMWATER MANAGEMENT AREA
PLANT & MATERIALS LIST
NOTES

L3.1 SPECIFICATIONS & DETAILS
(SITE FEATURES:
SEATING BENCH & MONUMENT SIGN)

L3.2 SPECIFICATIONS & DETAILS
(FENCING)



9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

VENTURE 1 OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2025

REVISIONS

1. 5/21/25 PER STAFF COMMENTS
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PROJECT NAME AND SHEET TITLE

THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL

**TREE PRESERVATION / REMOVAL
& FINAL LANDSCAPE PLAN**

SHEET NUMBER

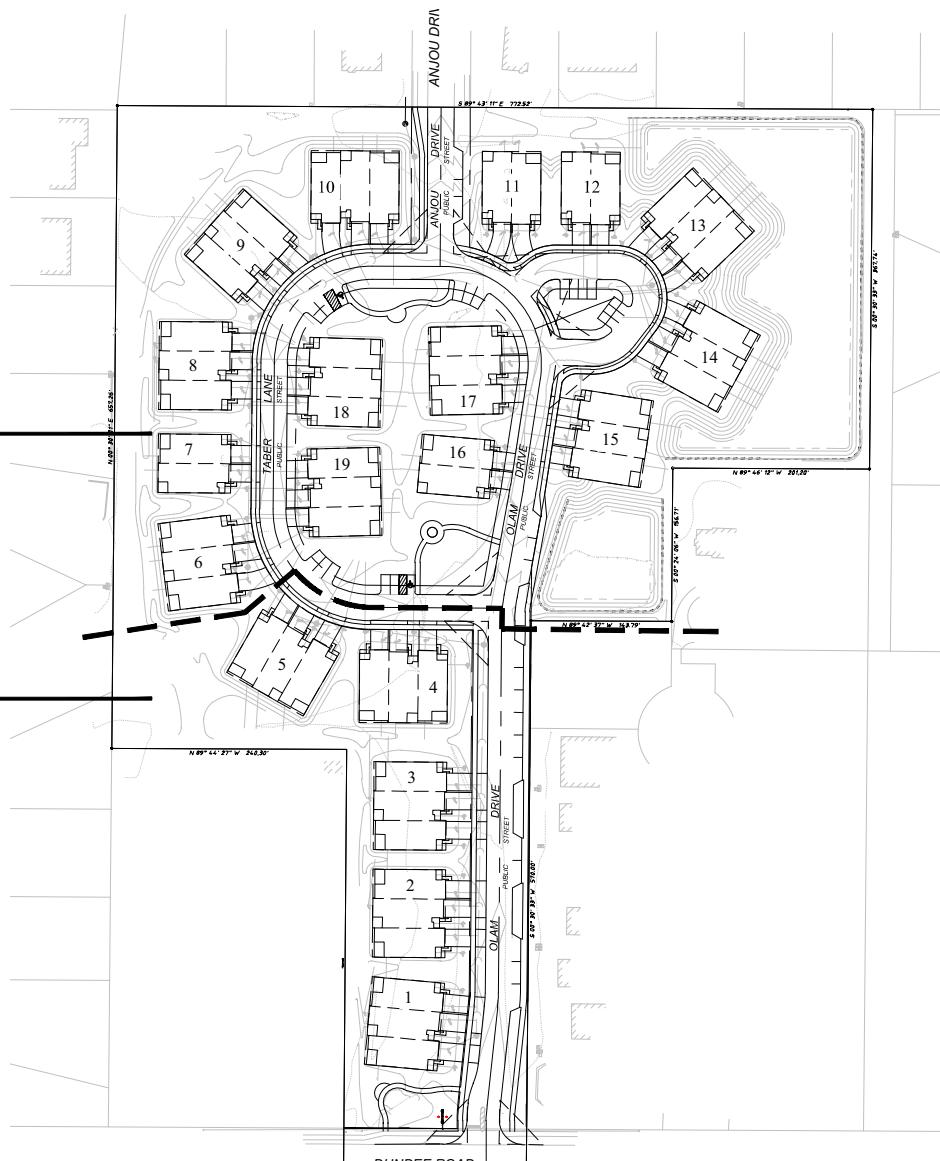
L0.1

**TREE PRESERVATION / REMOVAL
SHEET L1.2**

**FINAL LANDSCAPE PLAN
SHEET L2.2**

**TREE PRESERVATION / REMOVAL
SHEET L1.1**

**FINAL LANDSCAPE PLAN
SHEET L2.1**



SHEET KEY: TREE PRESERVATION & REMOVAL / FINAL LANDSCAPE PLAN

SCALE: 1" = 60'-0"

0 30' 60' 120'



**dickson design
STUDIO**

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

VENTURE 1 OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2025

REVISIONS

1. 5/21/25 PER STAFF COMMENTS
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

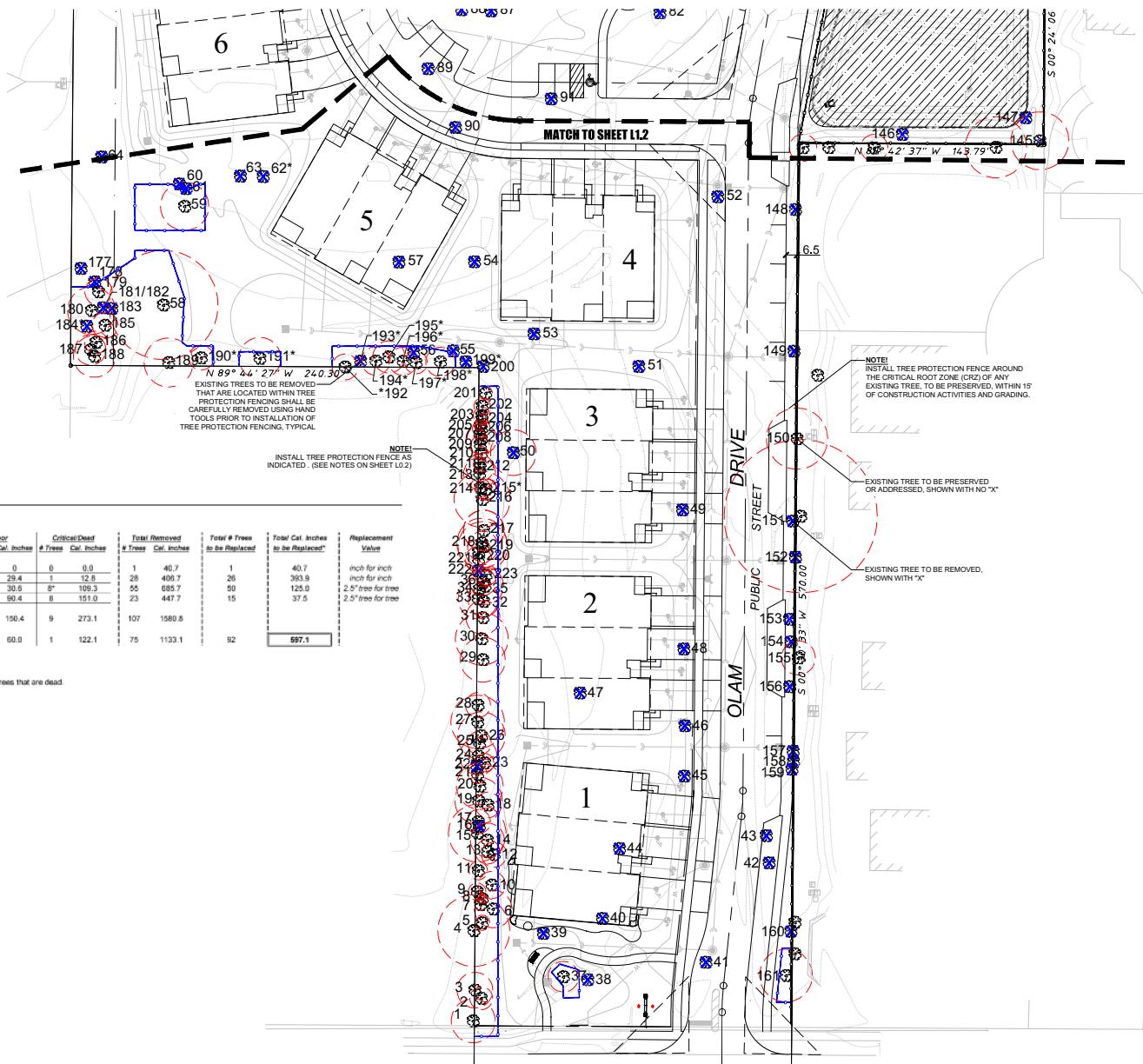
PROJECT NAME AND SHEET TITLE

**THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL**

**TREE PRESERVATION / REMOVAL
& FINAL LANDSCAPE PLAN
- SHEET KEY**

SHEET NUMBER

L1.0



dickson design
STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

VENTURE 1 OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

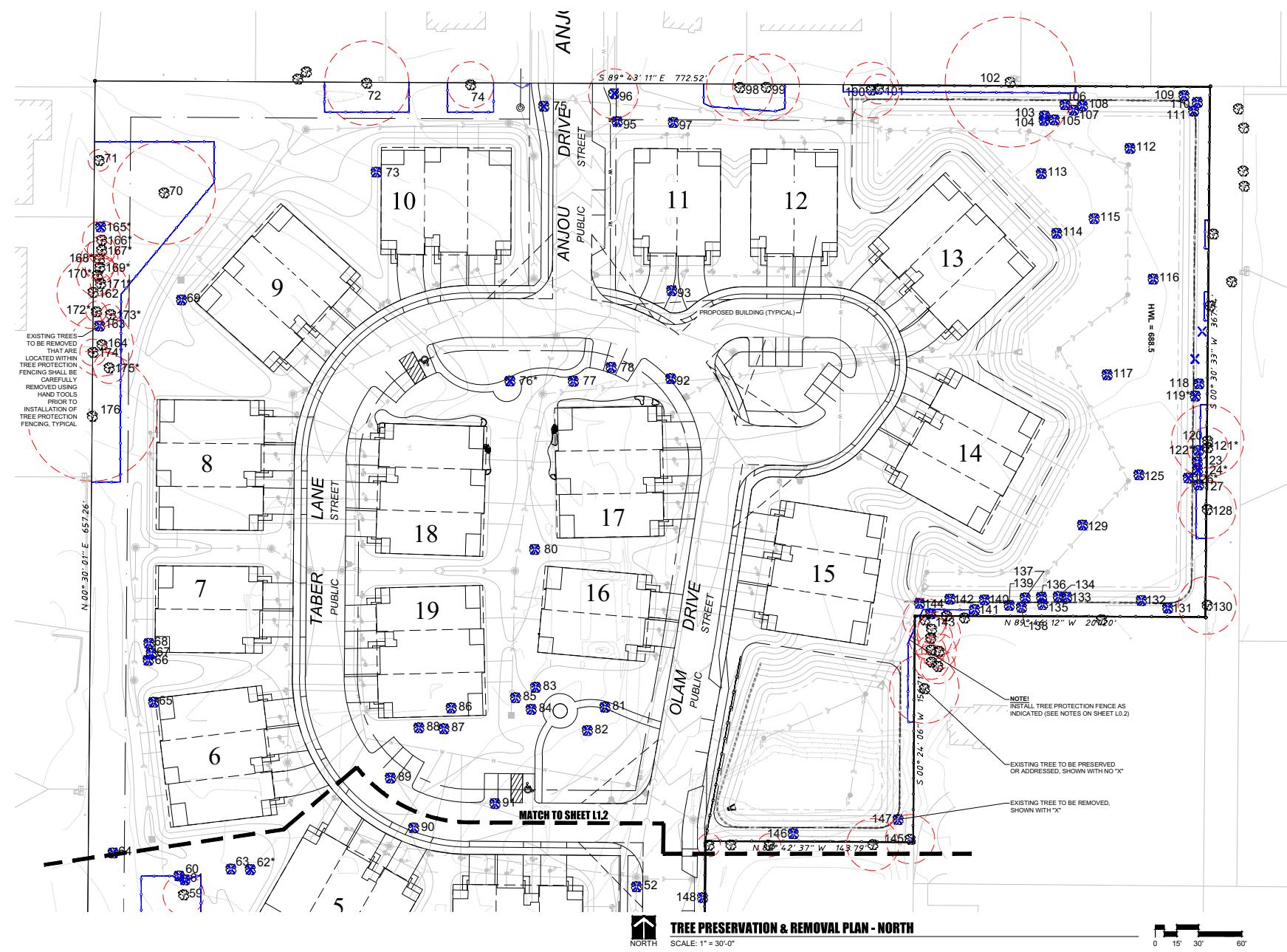
PLAN DATE:
APRIL 18, 2025

REVISIONS	
1.	5/21/25 PER STAFF COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE
THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL

TREE PRESERVATION / REMOVAL
- SOUTH

SHEET NUMBER
L1.1



dickson design
STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS
VENTURE 101B, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2023

REVISIONS	
1.	5/21/25 PER STAFF COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE
THE RESERVE AT THE BROOK

**TREE PRESERVATION / REMOVAL
- NORTH**

SHEET NUMBER

TREE PRESERVE

NORTH SCALE: 1" = 30'-0"

— 0 15' 30'

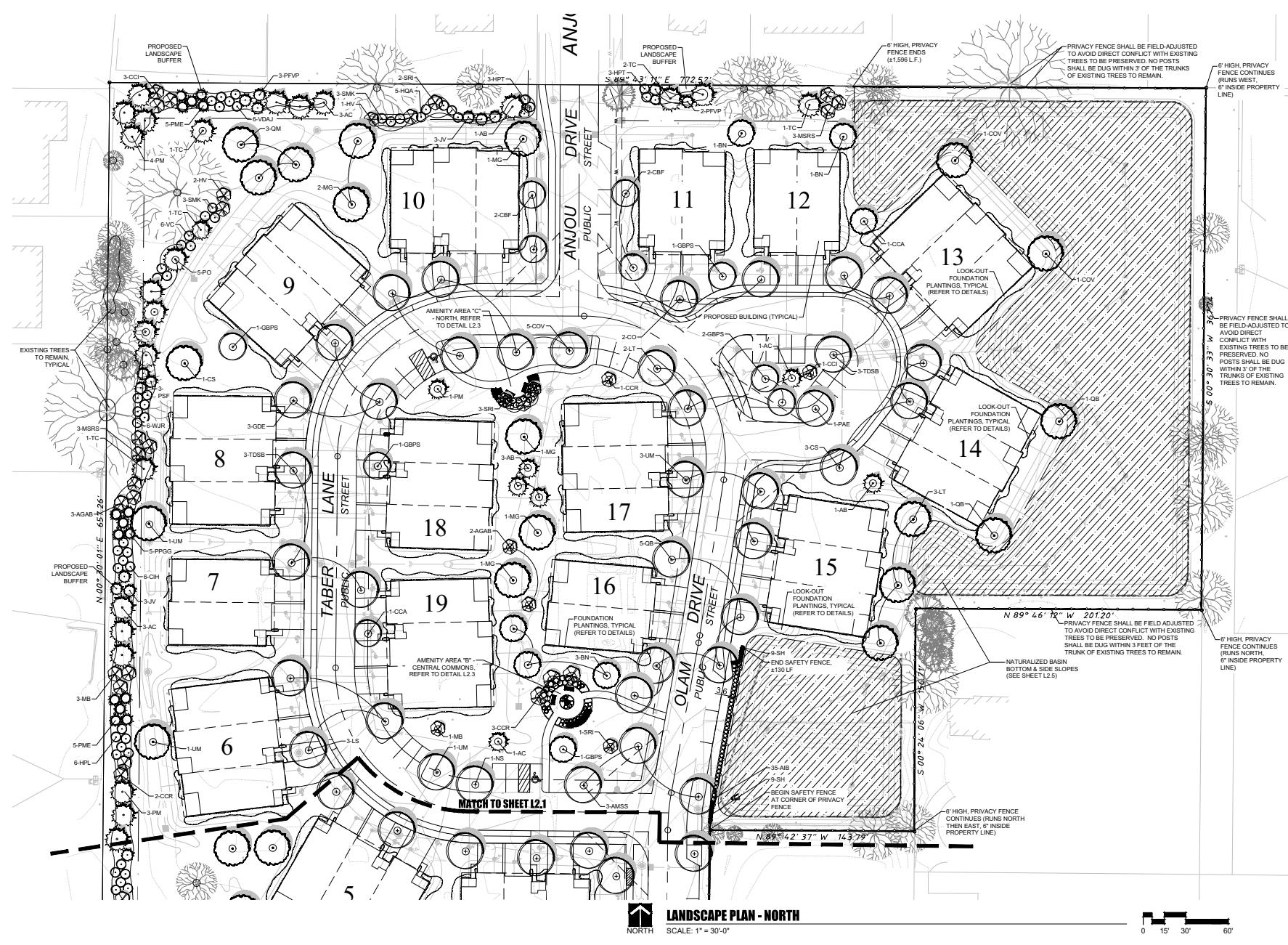
112

TREE INVENTORY - ON SITE

Tag #	Common Name	Scientific Name	DBH	Condition	Category	Outcome
2	Norway maple	<i>Acer platanoides</i>	6.7	Fair	Protected	PRSERV
3	Norway maple	<i>Acer platanoides</i>	10.3	Fair	Protected	PRSERV
4	Common maple	<i>Acer saccharum</i>	8.8	Fair	Protected	PRSERV
6	Black walnut	<i>Quercus nigra</i>	11.1	Fair	Protected	PRSERV
7	Urginea species	<i>Amorphophallus spp.</i>	6.7	Fair	Protected	PRSERV
8	Urginea species	<i>Amorphophallus spp.</i>	5.4	Fair	-	PRSERV
9	Norway maple	<i>Acer platanoides</i>	5.1	Good	-	PRSERV
10	Common maple	<i>Acer saccharum</i>	7.7, 7.8	Fair	Nuisance	ADROESS
11	Norway maple	<i>Acer platanoides</i>	5.4	Good	-	PRSERV
12	Norway maple	<i>Acer platanoides</i>	7.4	Good	Protected	ADROESS
13	Norway maple	<i>Acer platanoides</i>	7.2	Fair	Protected	ADROESS
14	Common maple	<i>Acer saccharum</i>	8.1, 8.5, 8.9	Fair	Protected	ADROESS
15	American elm	<i>Prunus nigra</i>	16.9	Fair	Protected	PRSERV
16	American elm	<i>Prunus nigra</i>	17.1	Dead	Protected	REMOVE
17	Norway maple	<i>Acer platanoides</i>	7.1	Fair	Protected	PRSERV
18	Norway maple	<i>Acer platanoides</i>	7.5	Good	Protected	ADROESS
19	Norway maple	<i>Acer platanoides</i>	15.9	Fair	Protected	PRSERV
20	American elm	<i>Prunus nigra</i>	13.7	Fair	Protected	PRSERV
21	Urginea species	<i>Amorphophallus spp.</i>	11.0	Good	Protected	PRSERV
22	Urginea species	<i>Amorphophallus spp.</i>	6.7	Dead	Protected	REMOVE
23	Norway maple	<i>Acer platanoides</i>	5.8	Fair	Protected	PRSERV
24	Common maple	<i>Prunus nigra</i>	11.0	Fair	Protected	PRSERV
25	Norway maple	<i>Acer platanoides</i>	5.5, 5.5	Fair	Protected	PRSERV
26	Norway maple	<i>Acer platanoides</i>	10.7, 10.5	Fair	Protected	PRSERV
27	Boisier's maple	<i>Prunus boissieri</i>	15.7	Fair	Landmark	PRSERV
28	Urginea species	<i>Amorphophallus spp.</i>	1.1	Fair	Protected	PRSERV
29	Norway maple	<i>Acer platanoides</i>	11.2	Fair	Protected	PRSERV
30	Norway maple	<i>Acer platanoides</i>	15.5	Fair	Protected	PRSERV
31	Norway maple	<i>Acer platanoides</i>	10.0	Fair	Protected	PRSERV
32	Norway maple	<i>Acer platanoides</i>	9.9	Fair	Protected	PRSERV
33	Common maple	<i>Prunus nigra</i>	11.7	Fair	Protected	PRSERV
34	Northern white cedar	<i>Thuya occidentalis</i>	7.9	Fair	Protected	PRSERV
35	Norway maple	<i>Acer platanoides</i>	10.9	Fair	Protected	PRSERV
36	Norway maple	<i>Acer platanoides</i>	7.7	Fair	Protected	PRSERV
37	Red maple	<i>Acer rubrum</i>	9.0	Good	Protected	PRSERV
38	Blue spruce	<i>Picea pungens</i>	9.9	Good	Protected	REMOVE
39	Blue spruce	<i>Picea pungens</i>	9.9	Dead	Protected	REMOVE
40	Crabapple	<i>Malus spp.</i>	5.3, 3.5, 3.8, 9.3, 2.2, 2.8	Good	Protected	REMOVE
41	Norway maple	<i>Acer platanoides</i>	13.2	Fair	Protected	REMOVE
42	Common maple	<i>Prunus nigra</i>	4.5, 3.2, 3.3	Fair	Protected	PRSERV
43	Spotted alder	<i>Alnus incana</i>	4.0, 2.5, 2.8	Critical	Protected	REMOVAL
44	Crabapple	<i>Malus spp.</i>	7.2	Good	Protected	REMOVE
45	Caffrey pear	<i>Pyrus caucasicus</i>	13.9	Good	Protected	REMOVE
46	Red maple	<i>Acer rubrum</i>	11.9	Good	Protected	REMOVE
47	Red maple	<i>Acer rubrum</i>	3.7	Critical	Future (JDN)	REMOVE
48	Fir - pink	<i>Abies amabilis</i>	24.6	Fair	Landmark	REMOVE
49	Fir - pink	<i>Abies amabilis</i>	24.1	Fair	Landmark	REMOVE
50	Northern maple	<i>Acer platanoides</i>	13.4	Fair	Protected	REMOVE
51	Northern maple	<i>Acer platanoides</i>	12.6	Fair	Protected	REMOVE
52	Winged euonymus	<i>Spiraea alpina</i>	2.2	Fair	Nuisance	REMOVE
53	Bur oak	<i>Quercus macrocarpa</i>	11.9	Fair	Landmark	REMOVE
54	Norway maple	<i>Acer platanoides</i>	12.9	Fair	Landmark	REMOVE
55	Elm - smooth	<i>Ulmus pumila</i>	17.7	Critical	Nuisance	REMOVE
56	Elm - smooth	<i>Ulmus pumila</i>	21.1	Fair	Nuisance	REMOVE
57	Norway maple	<i>Acer platanoides</i>	12.8	Dead	Landmark	REMOVE
58	Eastern cattleya	<i>Populus deltoides</i>	3.2	Fair	Landmark	PRSERV
59	Bur oak	<i>Quercus macrocarpa</i>	14.2	Good	Protected	PRSERV
60	Common alder	<i>Alnus glutinosa</i>	27.5	Fair	Protected	PRSERV
61	Jurinea species	<i>Argemone spp.</i>	4.5, 3.0	Good	Protected	REMOVE
62	Ginkgo	<i>Ginkgo biloba</i>	6.0	Good	Protected	REMOVE
63	Ginkgo	<i>Ginkgo biloba</i>	10.5	Good	Protected	REMOVE
64	Jurinea species	<i>Argemone spp.</i>	10.6, 8.5, 8.4, 7.3	Fair	Protected	PRSERV
65	Common alder	<i>Alnus glutinosa</i>	27.3	Fair	Protected	PRSERV
66	Bur oak	<i>Quercus macrocarpa</i>	18.6	Fair	Landmark	REMOVE
67	Bur oak	<i>Quercus macrocarpa</i>	17.8	Fair	Landmark	REMOVE
68	Bur oak	<i>Quercus macrocarpa</i>	14.9	Fair	Landmark	REMOVE
69	Bur oak - pink oak	<i>Quercus rubra</i>	29.5	Fair	Landmark	REMOVE
70	Eastern cattleya	<i>Populus deltoides</i>	35.5	Fair	Nuisance	PRSERV
71	Bur oak	<i>Quercus macrocarpa</i>	7.3	Good	Protected	PRSERV
72	Silver maple	<i>Acer saccharinum</i>	29.2	Fair	Protected	PRSERV
73	Common alder	<i>Alnus glutinosa</i>	6.7	Fair	Protected	PRSERV
74	Common alder	<i>Alnus glutinosa</i>	23.8, 14.8	Fair	Nuisance	PRSERV
75	Northern white cedar	<i>Thuya occidentalis</i>	6.9, 6.8, 5.7, 2.0, 7.8	Good	Landmark	REMOVE
76	Blue spruce	<i>Picea pungens</i>	21.0	Critical	Protected	REMOVAL
77	Northern pin oak	<i>Quercus ellipsoidalis</i>	20.7	Good	Landmark	REMOVE
78	Common purple spruce	<i>Picea pungens</i>	8.4	Good	Protected	REMOVE
79	Common purple spruce	<i>Picea pungens</i>	17.9	Fair	Protected	REMOVE
80	Caffrey pear	<i>Pyrus caucasicus</i>	9.3, 13.0, 7.4, 3.6	Critical	Protected	REMOVE
81	Blue spruce	<i>Picea pungens</i>	4.4, 4.6, 7.4, 3.6	Fair	Protected	REMOVE
82	Crabapple	<i>Malus spp.</i>	10.8	Good	Protected	PRSERV
83	Asian white birch	<i>Betula utilis</i>	2.8, 1.7, 1.3, 1.4	Good	Protected	REMOVE
84	Asian white birch	<i>Betula utilis</i>	4.2, 3.0, 3.3, 3.2	Good	Protected	REMOVE
85	Northern white cedar	<i>Thuya occidentalis</i>	3.8, 3.1, 8.6, 7.3, 5.5, 4.9, 4.5	Fair	Landmark	REMOVE
86	Northern white cedar	<i>Thuya occidentalis</i>	7.7, 7.7, 5.7, 4.5, 8.3	Fair	Landmark	REMOVE
87	Northern white cedar	<i>Thuya occidentalis</i>	6.2, 7.5, 7.4, 5.4, 5.4, 5.1, 5.7	Fair	Landmark	REMOVE
88	Northern white cedar	<i>Thuya occidentalis</i>	6.1, 4.9, 5.6	Fair	Landmark	REMOVE
89	Northern white cedar	<i>Thuya occidentalis</i>	19.5	Good	Protected	REMOVE
90	Honey locust	<i>Gleditsia triacanthos</i>	14.4	Good	Protected	REMOVE
91	Honey locust	<i>Gleditsia triacanthos</i>	8.7	Good	Protected	REMOVE
92	Honey locust	<i>Gleditsia triacanthos</i>	7.3	Good	Protected	REMOVE
93	Honey locust	<i>Gleditsia triacanthos</i>	7.3	Good	Protected	REMOVE
94	Honey locust	<i>Gleditsia triacanthos</i>	7.9	Good	Protected	REMOVE
95	Fin - oak	<i>Quercus palustris</i>	23.9	Good	Landmark	REMOVE
96	Northern white cedar	<i>Thuya occidentalis</i>	5.7, 5.5, 6.0	Good	Landmark	REMOVE
97	Common purple spruce	<i>Picea pungens</i>	7.6	Fair	Protected	PRSERV
98	Shagbark hickory	<i>Carya ovata</i>	21.0	Fair	Heritage	PRSERV
99	Fin - oak	<i>Quercus palustris</i>	23.1	Poor	Landmark	PRSERV
100	Shagbark hickory	<i>Carya ovata</i>	19.3	Fair	Heritage	PRSERV
101	Shagbark hickory	<i>Carya ovata</i>	18.3	Fair	Landmark	PRSERV
102	Shagbark hickory	<i>Carya ovata</i>	9.3	Good	Landmark	PRSERV
103	Shagbark hickory	<i>Carya ovata</i>	11.4	Good	Landmark	PRSERV
104	Shagbark hickory	<i>Carya ovata</i>	11.1	Fair	Protected	REMOVE
105	Northern hickory	<i>Carya occidentalis</i>	11.1	Fair	Protected	REMOVE
106	Bur oak	<i>Quercus macrocarpa</i>	15.2	Fair	Landmark	REMOVE
107	Honey locust	<i>Gleditsia triacanthos</i>	14.8	Good	Landmark	PRSERV
108	Bur oak	<i>Quercus macrocarpa</i>	17.6	Fair	Landmark	REMOVE
109	Eastern cattleya	<i>Populus deltoides</i>	11.4	Fair	Nuisance	REMOVE
110	Eastern cattleya	<i>Populus deltoides</i>	22.3	Fair	Nuisance	REMOVE

TREE INVENTORY - OFF SITE

Tag #	Common Name	Scientific Name	DBH	Condition	Category	Outcome
111	Eastern cattleya	<i>Populus deltoides</i>	45.0	Fair	Nuisance	ADROESS
112	Hybrid elm	<i>Ulmus hybrids</i>	10.1	Good	Protected	REMOVE
113	Hybrid elm	<i>Ulmus hybrids</i>	5.9	Poor	Protected	REMOVE
114	Hybrid elm	<i>Ulmus hybrids</i>	13.4	Good	Protected	REMOVE
115	American elm	<i>Ulmus americana</i>	40.7	Fair	Heritage	REMOVE
116	Hybrid elm	<i>Ulmus hybrids</i>	12.9	Fair	Protected	REMOVE
117	Hybrid elm	<i>Ulmus hybrids</i>	13.2	Good	Protected	REMOVE
118	Hybrid elm	<i>Ulmus hybrids</i>	14.9	Good	Protected	REMOVE
119	Hawthorn	<i>Crataegus spp.</i>	7.9	Fair	Protected	REMOVE
120	American basswood	<i>Tilia americana</i>	10.3, 11.9	Fair	Landmark	REMOVE
121	American basswood	<i>Tilia americana</i>	6.1	Poor	Protected	REMOVE
122	American basswood	<i>Tilia americana</i>	3.0	Fair	Protected	REMOVE
123	American basswood	<i>Tilia americana</i>	10.2	Fair	Protected	REMOVE
124	Hybrid elm	<i>Ulmus hybrids</i>	11.1	Good	Protected	REMOVE
125	Hybrid elm	<i>Ulmus hybrids</i>	10.3	Fair	Protected	REMOVE
126	Hawthorn	<i>Crataegus spp.</i>	10.3	Fair	Protected	REMOVE
127	American basswood	<i>Tilia americana</i>	12.9	Fair	Landmark	REMOVE
128	American basswood	<i>Tilia americana</i>	13.6, 8.9, 7.4, 5.4, 5.4	Fair	Landmark	ADROESS
129	Jack pine	<i>Pinus strobus</i>	10.0	Dead	Protected	REMOVE
130	Jack pine	<i>Pinus strobus</i>	8.3	Fair	Protected	REMOVE
131	Jack pine	<i>Pinus strobus</i>	10.0	Dead	Protected	REMOVE
132	Jack pine	<i>Pinus strobus</i>	8.8	Fair	Protected	REMOVE
133	Jack pine	<i>Pinus strobus</i>	7.8	Fair	Protected	REMOVE
134	Jack pine	<i>Pinus strobus</i>	9.3	Fair	Protected	REMOVE
135	Jack pine	<i>Pinus strobus</i>	9.3	Fair	Protected	REMOVE
136	Jack pine	<i>Pinus strobus</i>	10.0	Fair	Protected	REMOVE
137	Jack pine	<i>Pinus strobus</i>	7.5	Fair	Protected	REMOVE
138	Jack pine	<i>Pinus strobus</i>	7.8	Fair	Protected	REMOVE
139	Jack pine	<i>Pinus strobus</i>	11.2	Fair	Protected	REMOVE
140	Jack pine	<i>Pinus strobus</i>	7.7	Dead	Protected	REMOVE
141	Northern hickory	<i>Carya occidentalis</i>	18.1	Good	Protected	REMOVE
142	Jack pine	<i>Pinus strobus</i>	9.0	Fair	Protected	REMOVE
143	Jack pine	<i>Pinus strobus</i>	12.5	Fair	Protected	REMOVE
144	Silver maple	<i>Acer saccharinum</i>	12.6, 6.0, 8.9, 12	Fair	Protected	REMOVE
145	Norway maple	<i>Acer platanoides</i>	17.9	Good	Protected	ADROESS
146	Silver maple	<i>Acer saccharinum</i>	31.2	Fair	Protected	REMOVE
147	Siberian elm	<i>Ulmus pumila</i>	33.4	Dead	Nuisance	REMOVE
148	Siberian elm	<i>Ulmus pumila</i>	24.1	Fair	Protected	REMOVE
149	Blue spruce	<i>Picea pungens</i>	24.8	Fair	Protected	REMOVE
150	American elm	<i>Ulmus americana</i>	16.8	Fair	Protected	REMOVE
151	Norway maple	<i>Acer platanoides</i>	16.4	Fair	Protected	REMOVE
152	Norway maple	<i>Acer platanoides</i>	16.4	Poor	Protected	REMOVE
153	Boxelder	<i>Acer negundo</i>	15.6, 15.7	Fair	Protected	REMOVE
154	Boxelder	<i>Acer negundo</i>	10.1	Fair	Protected	REMOVE
155	Boxelder	<i>Acer negundo</i>	13.3	Fair	Protected	REMOVE
156	Boxelder	<i>Acer negundo</i>	8.0	Fair	Landmark	PRSERV
157	Boxelder	<i>Acer negundo</i>	13.8	Fair	Protected	REMOVE
158	Boxelder	<i>Acer negundo</i>	13.3	Fair	Protected	REMOVE
159	Boxelder	<i>Acer negundo</i>	12.8	Fair	Protected	REMOVE
160	Boxelder	<i>Acer negundo</i>	14.4	Fair	Protected	REMOVE
161	Boxelder	<i>Acer negundo</i>	7.2	Fair	Protected	PRSERV
162	Boxelder	<i>Acer negundo</i>	7.3	Fair	Protected	REMOVE
163	Boxelder	<i>Acer negundo</i>	10.8	Fair	Protected	REMOVE
164	Boxelder	<i>Acer negundo</i>	12.2	Fair	Protected	REMOVE
165	Boxelder	<i>Acer negundo</i>	12.7	Fair	Protected	REMOVE
166	Boxelder	<i>Acer negundo</i>	12.8	Fair	Protected	REMOVE
167	Boxelder	<i>Acer negundo</i>	12.8	Fair	Protected	REMOVE
168	Boxelder	<i>Acer negundo</i>	12.3	Fair	Protected	REMOVE
169	Boxelder	<i>Acer negundo</i>	14.4	Fair	Protected	REMOVE
170	Boxelder	<i>Acer negundo</i>	7.3	Fair	Protected	PRSERV
171	Boxelder	<i>Acer negundo</i>	7.0	Fair	Protected	REMOVE
172	Boxelder	<i>Acer negundo</i>	7.0</td			



dickson design
S T H R I P

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2025

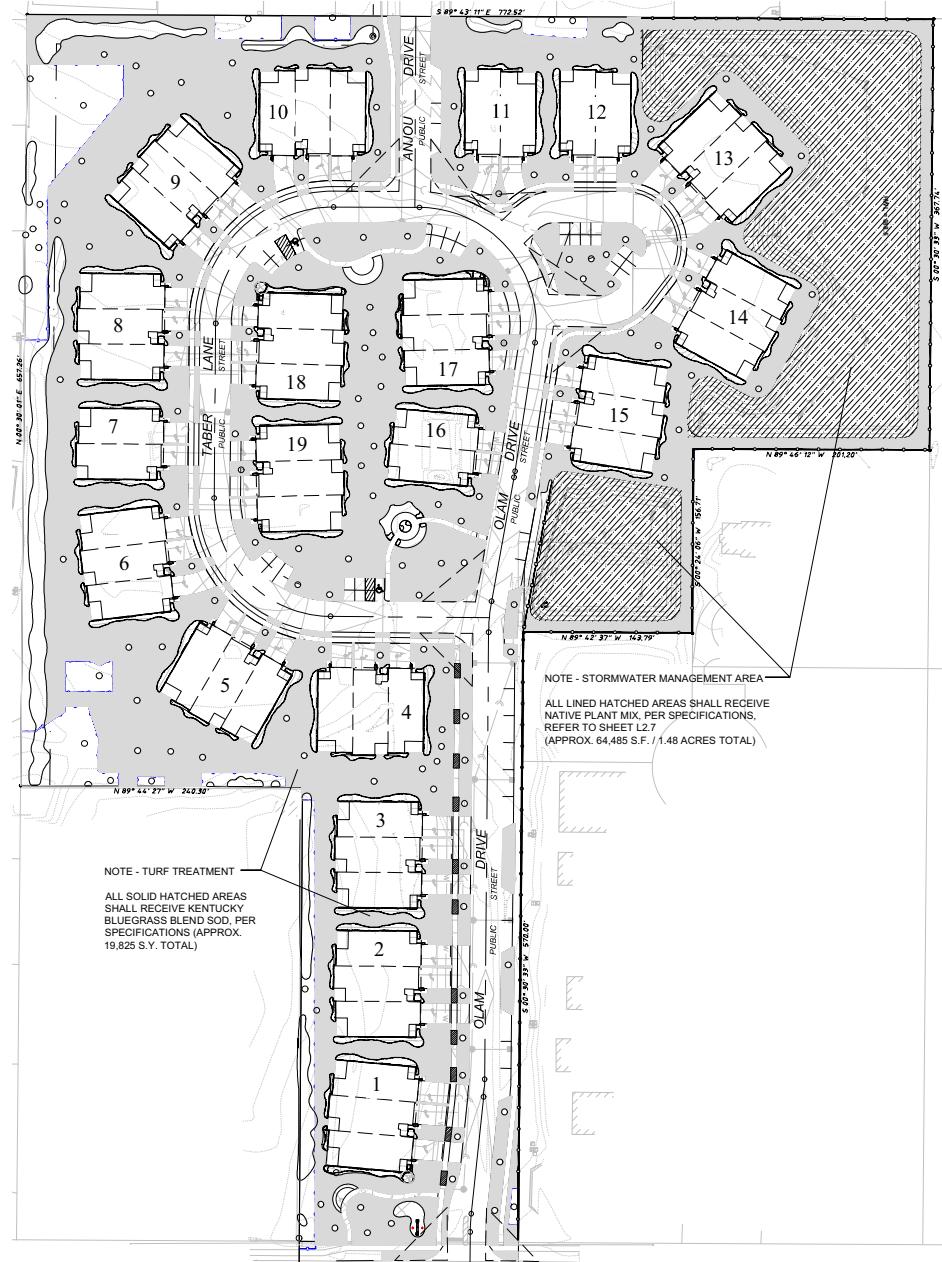
REVISIONS
1. 5/21/25 PER STAFF COMMENTS
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

**FINAL LANDSCAPE PLAN
- NORTH**

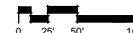
SHEET NUMBER

L2.2



AYOUT PLAN: TURF & STORMWATER AREAS

SCALE: 1" = 50'-0"



**dickson design
STUDIO**

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS
VENTURE 1 OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE
APRIL 18, 2025

REVISIONS

1. 5/21/25 PER STAFF COMMENTS
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

PROJECT NAME AND SHEET TITLE
THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL

FINAL LANDSCAPE PLAN
- TURF & STORMWATER AREAS

SHEET NUMBER

I2.6

STORMWATER MANAGEMENT AREAS (DETENTION BASINS)

PLANT & MATERIALS LIST

Botanical Name	Common Name	Qty/Acre	lbs/Acre
Grazing, Sedges, and Rushes			
Andropogon gerardii	Big bluestem	40.0	
Bromus inermis	Sideoats grama	24.0	
Carex buxbaumii	Shortspike sedge	8.0	
Chasmanthium latifolium	Northern sea oats	89.0	
Panicum virgatum	Switchgrass	16.0	
Stipa capillata	Indian grass	16.0	
Total: Grasses, Sedges, and Rushes		184.0	11.50
Ferns			
Asplenium platyneuron	Common milkweed	16.0	
Eryngium yuccifolium	Rattle-snake master	8.0	
Hedysarum occidentale	Or-eve sunflower	12.0	
Monarda fistulosa	Wild bergamot	2.0	
Onoclea sensibilis	Mountain spleenwort	12.0	
Osmunda cinnamomea	Red-rib fern	1.0	
Osmunda cinnamomea	Soft goldfern	2.0	
Penstemon digitalis	Fringeflower beard tongue	1.0	
Physocarpus virginicus	Bladderdock	2.0	
Polygonatum multiflorum	Slender mountain mint	0.5	
Adonis amurensis	Black cohosh	2.0	
Abutilon theophrasti	Sweet comfrey	2.0	
Symplocarpus foetidissima	New England aster	2.0	
Tradescantia virginiana	Ohio spiderwort	12.0	
Hamamelis virginiana	Ironwood	2.0	
Veronica virginicum	Culver's root	0.5	
Zizia aurea	Golden alexanders	8.0	
Total: Ferns		85.0	5.31
TOTAL: Grasses, Sedges, and Ferns		269.0	16.81
Temporary Cover Crop			
Elymus canadensis	Canada wild rye	40.0	2.5
Avena sativa	Common oats	320.0	20

NOTES: INSTALLATION OF NATIVE PLANTINGS

CONTRACTOR QUALIFICATIONS: ALL WORK SHALL BE PERFORMED BY A NATURAL AREAS CONTRACTOR WITH AT LEAST SEVEN (7) YEARS OF DOCUMENTED EXPERIENCE IN PLANTING OF NATIVE SPECIES, NATURAL AREAS MANAGEMENT, MONITORING, AND REPORTING FOR THE PURPOSES OF ECOLOGICAL RESTORATION.

SITE PREPARATION:

SOIL: PRIOR TO PLANTING, SPREAD A MINIMUM OF EIGHT INCHES (8") UP TO TWELVE INCHES (12") DEPTH OF QUALITY TOPSOIL WITHIN THE BOTTOM OF EACH BASIN AND FOR ALL BASIN SIDE SLOPES. TOP SOIL SHALL CONTAIN A MINIMUM OF 4% ORGANIC MATERIAL AS DOCUMENTED BY THE SOIL TESTING LAB. THE SOIL SHALL BE TESTED BY A CONVENTIONAL SOIL TESTER AND ALL GRADES AFTER SOIL PLACEMENT AND FOR THE ENGINEERING PLANS. NO ROCKS, SOIL, CLODS, OR OTHER DEBRIS IN EXCESS OF TWO INCHES (2") IN ANY DIMENSION SHALL BE ALLOWED.

WATER LEVEL: ENSURE THAT ALL RESTRICTORS, FILTERS, OR OTHER TEMPORARY STORMWATER SYSTEM MODIFICATIONS IMPLEMENTED DURING CONSTRUCTION HAVE BEEN REMOVED AND THAT WATER LEVELS ARE ELEVATED AT THE TOP OF THE SOIL PROFILE FOR PLANTING. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING AS NEEDED PRIOR TO SEEDING/PLANTING.

HERBACEOUS CLEARING: IF ANY VEGETATION HAS BECOME ESTABLISHED IN THE BASIN PRIOR TO SEEDING/PLANTING, APPLY A NON-SELECTIVE SYSTEMIC HERBICIDE WITH LOW RESIDUAL PROPERTIES APPROXIMATELY TWO (2) WEEKS BEFORE SEEDPLANT INSTALLATION. HERBICIDE APPLICATIONS IN OR ADJACENT TO SHORELINES OR OPEN WATER SHALL UTILIZE AN HERBICIDE APPROVED FOR AQUATIC USE, RELEASING ANY BONDED LITTER, AND SEEDS FROM THE SITE PRIOR TO SEED INSTALLATION. SCARIFY SOIL TO ENSURE GOOD SEED-TO-SOIL CONTACT.

SEEDING & PLANTING:

MAXIMUM QUANTITY OF SEED MATERIAL SHALL BE PURCHASED FROM SOURCES SPECIALIZING IN NATIVE SPECIES AND LOCATED WITHIN 200 MILES OF THE PROJECT SITE.

SEED: ALL NATIVE SEED SHALL BE PROVIDED ON A PURSE-LIVE SEED (PLS) BASIS. ACTUAL SEED AMOUNTS USED ON THE PROJECT WILL VARY WITH THE ACTUAL PERCENT (PLS) IN THE SEED LOT. SEED CONTAINING NOXIOUS WEEDS IS NOT ACCEPTABLE. SEED CONTAINING WEED SEED IN EXCESS OF 0.5% IS NOT ACCEPTABLE. "BEARDED" FERN SPECIES (EX. ASTER, SOLIDAGO, LATRIS, ETC.) SHALL BE REMOVED FROM THE SEED LOT. SEEDS THAT HAVE BEEN STORED FOR LONG PERIODS OF TIME, SEED THAT HAS BECOME WET (UNLESS AS A RESULT OF STRATIFICATION), MOLDY, OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE IS NOT ACCEPTABLE. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED IMMEDIATELY UPON SEEDING COMPLETION.

TIMING & MAINTENANCE - SEEDING: (SPRING) MARCH 1ST - JUNE 15TH AND (FALL) SEPTEMBER 15TH - OCTOBER 1ST. BEGIN MAINTENANCE AND MONITORING ACTIVITIES IMMEDIATELY AFTER SEEDING AND CONTINUE FOR THREE (3) FULL GROWING SEASONS.

NOTES: MANAGEMENT OF NATIVE PLANTINGS (DETENTION BASINS)

PART 1. GENERAL

1.1. DESCRIPTION

A. THIS SECTION INCLUDES THE PREFERRED MANAGEMENT SCHEDULE AND PERFORMANCE STANDARDS FOR ALL NATIVE PLANT COMMUNITIES FOR THREE YEARS FOLLOWING INITIAL INSTALLATION (EVEN THOUGH THE AREAS SHALL BE MAINTAINED IN PERPETUITY).

1.2. RELATED SECTIONS

A. NATIVE SEEDING, NATIVE HERBACEOUS PERENNIAL PLANTING

1.3. QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKERS: PROVIDE AT LEAST ONE PERSON WHO SHALL BE PROVIDED AT ALL TIMES TO OVERSEE PLANTING ACTIVITIES. THIS PERSON WHO SHALL BE THOROUGHLY FAMILIAR WITH THE TYPE AND OPERATION OF EQUIPMENT BE USED. SAID PERSON SHALL DIRECT ALL WORK PERFORMANCE UNDER THIS SECTION.

B. SPECIFICATIONS: PROVIDE SPECIFICATIONS FOR THE PLANTING DURING THE WORK SHALL MEET OR EXCEED APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL LAWS AND REGULATIONS. THE USE OF ANY HERBICIDE SHALL FOLLOW DIRECTIONS GIVEN ON THE HERBICIDE LABEL. IN THE CASE OF A DISCREPANCY BETWEEN THESE SPECIFICATIONS AND THE HERBICIDE LABEL, THE LABEL SHALL PREDOMINATE.

1.4. SUBMITTALS

A. MATERIALS: THE CONTRACTOR SHALL SUBMIT TO THE OWNER FOR APPROVAL A COMPREHENSIVE LIST OF MATERIALS TO BE USED DURING THE COURSE OF THE WORK PRIOR TO DELIVERY OF ANY MATERIALS TO THE SITE. INCLUDE COMPLETE DATA ON SOURCE, AMOUNT, AND SPECIFICATIONS FOR THE MATERIALS. SHOWN ON THE LIST AS PERMITTED SUBSTITUTION FOR SPECIFIED ITEMS, SPECIFY ON WHICH ITEMS OR IN THESE SPECIFICATIONS UNLESS APPROVED IN WRITING BY THE OWNER.

B. LICENSES: PRIOR TO ANY HERBICIDE USE, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A COPY OF THE HERBICIDE LICENSE, THE APPROPRIATE STATE AND FEDERAL PESTICIDE APPLICATOR/OPERATOR'S LICENSE, WITH CERTIFICATION IN THE APPROPRIATE CATEGORIES. FOR EACH PERSON WHO WILL BE APPLYING HERBICIDE AT THE PROJECT SITE, THE CONTRACTOR SHALL SUBMIT A COPY OF THE HERBICIDE APPLICATOR'S LICENSE MUST BE AVAILABLE AT ALL TIMES DURING COMPLETION OF THE WORK.

C. EQUIPMENT: THE CONTRACTOR SHALL PROVIDE A LIST OF EQUIPMENT AND DESCRIPTIONS OF THE EQUIPMENT, THE INTENDED USE, AND A LIST OF S&P PERSONS PERFORMING THE WORK AND THEIR QUALIFICATIONS FOR OPERATING AND MAINTAINING THE LISTED EQUIPMENT.

D. PERMITTING: PRIOR TO THE COMMENCEMENT OF ANY CONTROLLED BURNING, THE OWNER SHALL SECURE APPLICABLE PERMITS.

E. AFTER THE WORK IS COMPLETED, SUBMIT TO THE OWNER AN ANNUAL REPORT SUMMARIZING MANAGEMENT ACTIVITIES/PERFORMANCE STANDARD ASSESSMENTS COMPLETED DURING THE PAST CALENDAR YEAR BY THE CONTRACTOR.

PART 2. PRODUCTS

2.1. MATERIALS

A. CONTRACTOR TO FURNISH APPROPRIATE HERBICIDES FOR VARIOUS APPLICATION NEEDS (POLAR, BASAL, GRASS-SPECIFIC, AREAS IN SATURATED SOILS, AND/OR AQUATIC) TO CONTROL UNWANTED VEGETATION FOLLOWING ALL LABEL APPLICATION PROCEDURES.

PART 3. EXECUTION

3.1. MAINTENANCE WATERING

A. SCHEDULE WATERING TO PREVENT WILTING, PUDDLING, EROSION, AND DISPLACEMENT OF PLANT MATERIAL.

B. WATER ALL HERBACEOUS PERENNIAL PLANTS TWICE A WEEK WITH FINE SPRAY AT A MINIMUM RATE OF 1 INCH PER WEEK AFTER PLANTING UNLESS RAINFALL PRECIPITATION IS ADEQUATE UNTIL PLANT ESTABLISHMENT, LIKELY THE ENTIRE FIRST GROWING SEASON.

C. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WATERING UNTIL FINAL ACCEPTANCE.

3.2. METHOD - HERBICIDE APPLICATION

A. CONTRACTOR SHALL ERADICATE INVASIVE HERBACEOUS SPECIES PER SECTION: SEEDING TO MEET THE GUARANTEE IN THE PERFORMANCE STANDARDS.

B. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT NATIVE SPECIES AND AVOID DAMAGE TO THEM. THE CONTRACTOR SHALL NOT USE HERBICIDE AS DESCRIBED IN THIS SECTION. THE CONTRACTOR SHALL RESTORE ALL AREAS AFFECTED OR DISTURBED BY THE WORK ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.

C. A SURGE OF CHEMICAL ABSORBENT SHALL BE MAINTAINED AT THE PROJECT SITE. ANY CHEMICALS USED SHALL BE PROPERLY CLEANED UP AND RETURNED TO THE OWNER WITHIN 4 HOURS.

D. THE CONTRACTOR SHALL MAINTAIN COPIES AT THE PROJECT SITE OF ALL CURRENT PESTICIDE/APPLICATOR'S LICENSES, HERBICIDE LABELS, AND MSDS (MATERIAL SAFETY DATA SHEETS) FOR ALL CHEMICALS UTILIZED DURING COMPLETION OF THE WORK.

E. HERBICIDE SHALL BE MIXED AND PLACED IN CONTAINERS NOT FROM AERIAL AND GROUND SPRAYERS. HERBICIDE SHALL NOT BE USED ON GROWTH, PBR, OR BODY OF WATER. HERBICIDES SHALL NOT BE TRANSFERRED TO THE WORK AREA IN ANY CONTAINER OTHER THAN THAT USED FOR APPLICATION.

3.3. METHOD - MOWING

A. THE CONTRACTOR SHALL MAINTAIN PLANT COMMUNITIES TO A HEIGHT OF 8" AFTER VEGETATION OF SAD AREAS REACHES A HEIGHT OF 16-24" AND BEFORE NON-NATIVE SPECIES GROWTH. MOWING SHALL BE CONDUCTED IN THE SPRING AND SUMMER SEASONS. ADDITIONAL SPOT MOWING MAY BE NEEDED IN THE SECOND AND/OR THIRD GROWING SEASON AS DETERMINED BY THE OWNER'S CONSULTING ECOLOGIST.

B. MOWING SHOULD BE DONE IN THE PARTS OF THE SITE WHERE MOWING IS REQUIRED OR WHERE DISPERSAL RATES ARE DEPOSITED IN DENSE MATS WHICH SMOTHER VEGETATION, OR THE CLIPPINGS/BRANCHES SHOULD BE REMOVED FROM THE MOVED AREA.

3.4. METHOD - PRESCRIBED BURNING

A. PRESCRIBED BURNING SHALL BE THE PRIMARY METHOD FOR LONG-TERM ECOLOGICAL MANAGEMENT. AN APPROVED BURN PLAN OR BURN SCHEDULE SHALL BE CONDUCTED IN THE FALL (NOVEMBER-DECEMBER) OF THE THIRD YEAR FOLLOWING INITIAL PLANTING OR SPRING (MID MARCH-APRIL) OF THE FORTHY YEAR FOLLOWING PLANTING. BURNING SHOULD BE CONDUCTED BY AN ENTITY EXPERTISE IN PRESCRIBED BURNING AND PERMIT APPROVAL AS WELL AS IN BURN MANAGEMENT.

B. PRIOR TO THE COMMENCEMENT OF PRESCRIBED BURNING:

1. THE OWNER OR CONTRACTOR SHALL COMPILE A BURN PLAN THAT OUTLINES A PLAN OF ACTION, IDENTIFIES CONCERNED AGENCIES (FIRE DEPARTMENT, POLICE, DEPARTMENT, ETC.), PROPER NOTICE OF INTENT TO BURN SHALL BE GIVEN.

2. CONTRACTOR TO PROVIDE RESIDENT NOTIFICATIONS AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL PROVIDE A BURNING NOTIFICATION (CONTACT BY PHONE, IN PERSON, OR DELIVERY OF A BROCHURE OR WRITTEN NOTICE VIA MAIL OR EMAIL) SHALL BE DOCUMENTED ON THE PRESCRIBED BURN PLAN.

C. THE OWNER SHALL APPLY FOR AND RECEIVE ALL REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF PRESCRIBED BURNING.

D. ALL MEMBERS OF PRESCRIBED BURN CREW SHALL HAVE THE FOLLOWING CERTIFICATIONS:

1. NWCG 5130 and \$190, OR EQUIVALENT.

E. ILLINOIS CERTIFIED PRESCRIBED BURN MANAGER TO BE ON SITE DURING ALL BURNING ACTIVITIES.

3.5. CLEAN-UP, REMOVAL, AND REPAIR

A. NO TIME SHALL EMPTY HERBICIDE CONTAINERS, TRASH, OR OTHER MATERIAL BE ALLOWED TO ACCUMULATE AT THE PROJECT SITE. ALL CLEANING OF HERBICIDE CONTAINERS AND TRASH SHALL BE CONDUCTED IN AN APPROPRIATE MANNER IN THE SURROUNDING AREA. ALL TOOLS SHALL BE KEPT IN APPROPRIATE CARRYING CASES, TOOLBOXES, ETC. PARKING AREAS, ROADS, SIDEWALKS, PATHS AND PAVED AREAS SHALL BE KEPT CLEAN AND FREE OF DEBRIS.

B. REMOVAL: AFTER WORK HAS BEEN COMPLETED REMOVE TOOLS, EMPTY CONTAINERS, AND ALL OTHER DEBRIS GENERATED BY THE CONTRACTOR.

C. REPAIR: REPAIR ANY DAMAGES CAUSED BY THE CONTRACTOR DURING COMPLETION THE WORK. THIS INCLUDES, BUT NOT LIMITED TO, DAMAGE TO EQUIPMENT, DAMAGE TO, TIRE RUTS IN THE GROUND, DAMAGE TO PLANTED AREAS, DAMAGE TO TRAILS, SMOKE AND/OR FIRE DAMAGE TO TREES, ETC. THE CONTRACTOR SHALL BE LIABLE FOR REMEDIAL COSTS FOR ANY DAMAGE CAUSED BY THE CONTRACTOR TO THE PROPERTY OF THE OWNER CAUSED BY CONTRACTOR NEGLIGENCE DURING COMPLETION OF THE WORK.

D. REPLANTING: CASES OF PLANTING FAILURE WILL NEED TO BE REPLANTED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF PLANTING AND REPLANTING, AND FOR THE COST OF REPAIRS FOR DAMAGE CAUSED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE LIABLE FOR REPAIRS FOR DAMAGE CAUSED BY THE CONTRACTOR.

E. CLEAN-UP: THE WORK AREA SHALL BE KEPT FREE OF DEBRIS BY THE CONTRACTOR. AT NO TIME SHALL EMPTY HERBICIDE CONTAINERS, TRASH, OR OTHER MATERIAL BE ALLOWED TO ACCUMULATE AT THE PROJECT SITE. ALL CLEANING OF HERBICIDE CONTAINERS AND TRASH SHALL BE CONDUCTED IN AN APPROPRIATE MANNER IN THE SURROUNDING AREA. ALL TOOLS SHALL BE KEPT IN APPROPRIATE CARRYING CASES, TOOLBOXES, ETC. PARKING AREAS, ROADS, SIDEWALKS, PATHS AND PAVED AREAS SHALL BE KEPT CLEAN AND FREE OF DEBRIS.

F. REPORTING: AT THE REQUEST OF THE OWNER, THE CONTRACTOR SHALL SCHEDULE AN INSPECTION WITH THE OWNER TO REVIEW THE WORK COMPLETED BY THE CONTRACTOR PURSUANT TO THIS SECTION.

3.6. ACCEPTANCE AND GUARANTEES (PERFORMANCE STANDARDS)

A. FINAL ACCEPTANCE: MANAGEMENT SHALL BE CONSIDERED 100% COMPLETE AFTER THE CONTRACTOR HAS COMPLETED ALL PARTS OF THIS SECTION AND MEETS ALL GUARANTEES AND PERFORMANCE STANDARDS FOR SECTION: NATIVE SEEDING AND NATIVE HERBACEOUS PERENNIAL PLANTING.

B. PERFORMANCE STANDARDS SHALL BE ASSESSED AND REPORTED ON FOR THREE GROWING SEASONS FOLLOWING PROTOCOL BELOW:

MONITORING

1. TWICE ANNUAL MONITORING OF ALL PLANT COMMUNITIES SHALL BE CONDUCTED FOR ALL THREE FULL GROWING SEASONS FOLLOWING INITIAL IMPLEMENTATION.

2. THE ANNUAL SITE VISIT EACH YEAR SHALL BE CONDUCTED BETWEEN MAY 1 AND SEPTEMBER 30.

3. EACH VISIT SHALL BE CONDUCTED BY A QUALIFIED PROFESSIONAL WITH ADEQUATE PLANT KNOWLEDGE AND EXPERIENCE. THE CONTRACTOR SHALL PROVIDE INFORMATION REGARDING MANAGEMENT OF NATIVE PLANT COMMUNITIES. THE SITE INSPECTOR SHALL COLLABORATE OVER THE NEEDED MAINTENANCE REQUIREMENTS FOR ALL PLANT COMMUNITIES AND ANNUAL MAINTENANCE CONTRACTOR.

4. THE VEGETATION MONITORING SHALL BE CONDUCTED USING THE MANDER SEARCH METHOD TO IDENITY:

a. DOMINANT VEGETATION (NATIVE VS. NON-NATIVE) WITHIN EACH PLANT COMMUNITY.

b. THE APPROXIMATE PERCENT VEGETATIVE COVERAGE BY NATIVE AND NON-NATIVE SPECIES WITHIN EACH PLANT COMMUNITY.

c. A SPECIFIC PLANT LIST FOR EACH PLANT COMMUNITY THAT CAN BE COMPARED TO INDIVIDUAL PLANTISTS.

d. TO MAKE RECOMMENDATIONS RELATED TO SITE MANAGEMENT TO MEET PERFORMANCE STANDARDS.

5. REPRESENTATIVE PHOTOGRAPHS OF THE RESTORED NATIVE PLANT COMMUNITIES SHALL BE TAKEN TO DOCUMENT THE SITE CONDITIONS THROUGH TIME.

REPORTING

6. A BRIEF MEAD REPORT SHALL BE PREPARED AND SUBMITTED TO THE OWNER AFTER EACH SITE INSPECTION.

7. THE REPORT SHALL IDENTIFY MANAGEMENT RECOMMENDATIONS AND SERVICES THAT HAVE BEEN CONDUCTED THROUGHOUT THE GROWING SEASON AND OUTLINE FUTURE MANAGEMENT REQUIREMENTS.

8. THE REPORT FOR THE YEAR SHALL INCLUDE A SECTION THAT ADDRESSES THE REQUIRED PERFORMANCE STANDARDS INCLUDED IN THE PLANSPECIFICATIONS.

9. SITE PHOTOGRAPHS SHALL BE INCLUDED IN THE REPORT TO DOCUMENT THE SITE CONDITIONS.

SUMMARY OF GUARANTEES (PERFORMANCE STANDARDS) IS INCLUDED BELOW:

SECTION: SEEDING (PERFORMANCE STANDARDS)

• THE CONTRACTOR SHALL GUARANTEE SEEDED AND/OR PLANTED AREAS WILL MEET THE REQUIREMENTS OF THE PLANSPECIFICATIONS FOR THE FIRST THREE YEARS AFTER PROVISIONAL ACCEPTANCE: 80% TOTAL (AERIAL) PLANT COVER AND AT LEAST 70% RELATIVE COVER BY SEEDED AND/OR PLANTED NATIVE SPECIES IN EACH PLANT COMMUNITY. OPPORTUNISTIC INVASIVE/NATIVE SHRUBS AND TREES SHALL NOT EXCEED 0% OF ANY PLANT COMMUNITY.

SECTION: HERBACEOUS PERENNIAL PLANTING (PERFORMANCE STANDARDS)

• THE CONTRACTOR SHALL GUARANTEE PLANTED AREAS WILL MEET THE REQUIREMENTS OF THE PLANSPECIFICATIONS FOR THE FIRST THREE YEARS AFTER PROVISIONAL ACCEPTANCE: 90% SURVIVORSHIP OF ALL HERBACEOUS PLANTS. IF MORE THAN 10% OF THE PLANTS DO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR SHALL RETURN TO THE SITE AND REPLANT LOST PLANTS AS SPECIFIED BY THE OWNER AND/OR TO MEET THE PERFORMANCE STANDARD.

Prepared by:

INDIGO
ECOLOGICAL
DESIGN


dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

VENTURE 1OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2025

REVISIONS

1.	5/21/25 PER STAFF COMMENTS
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

THE RESERVE AT THE BROOK
3700 BUNNIE ROAD - NORTHBROOK, IL

FINAL LANDSCAPE PLAN
- STORMWATER AREAS

Sheet Number

L2.7

SPECIFICATIONS & DETAILS: SITE FEATURES

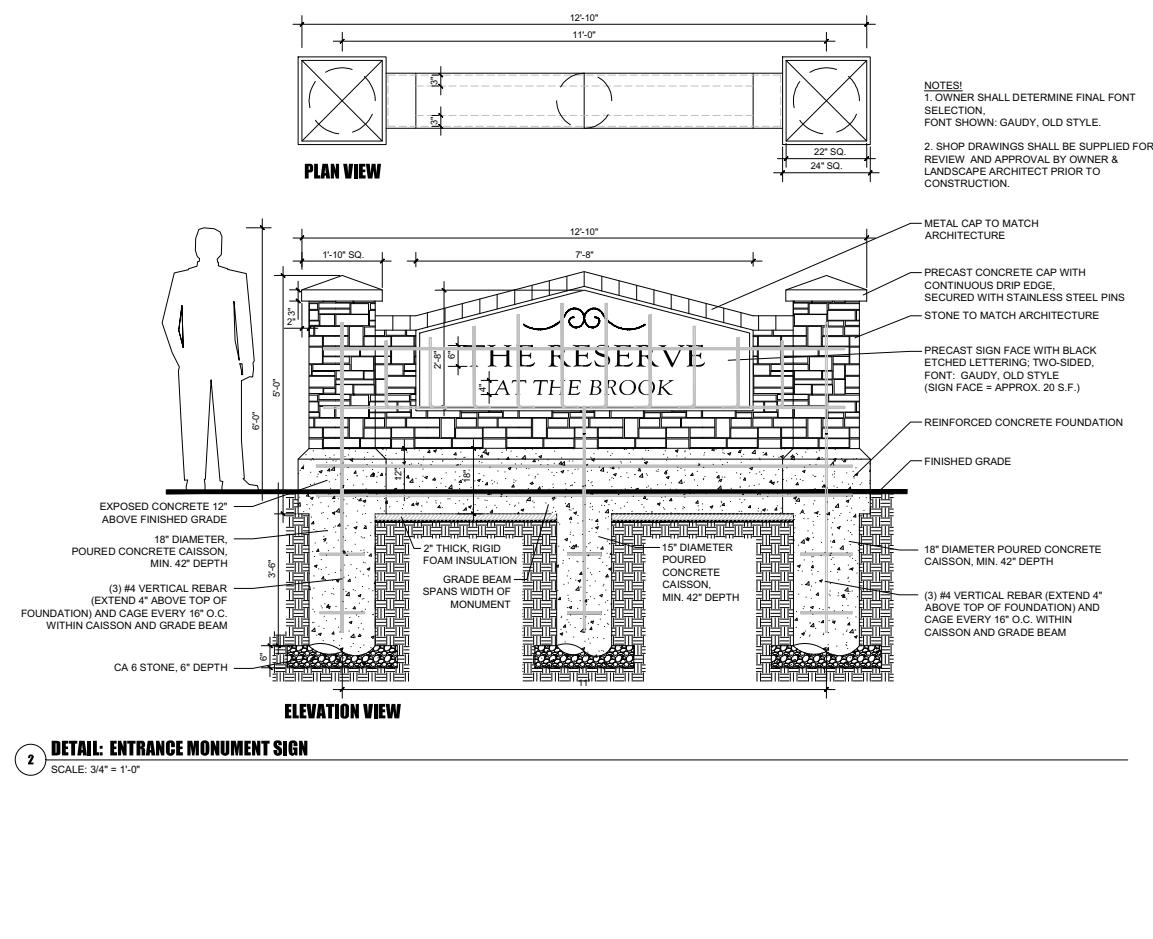


SPECIFICATION: SEATING BENCH

1 NOT TO SCALE

SHALL BE:

- QUANTITY: 5
- NAME: DUMOR
- MODEL: 140.6' (SURFACE-MOUNT)
- MATERIAL: POWDER-COATED STEEL
- COLOR: BLACK
- INSTALL: PER MANUFACTURER'S SPECIFICATIONS
- AVAILABLE THRU (OR APPROVED EQUAL):
NUTOYS LEISURE PRODUCTS
LA GRANGE, IL
CONTACT:
RICK BIETERMAN @ TEL (708) 579-9055



dickson design

STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS
VENTURE 1 OLB, LLC
SKOKIE, ILLINOIS & CHICAGO, ILLINOIS
PLAN DATE
APRIL 18, 2025
REVISIONS
1. 5/21/25 PER STAFF COMMENTS
2.
3.
4.
5.
6.
7.
8.
9.
10.

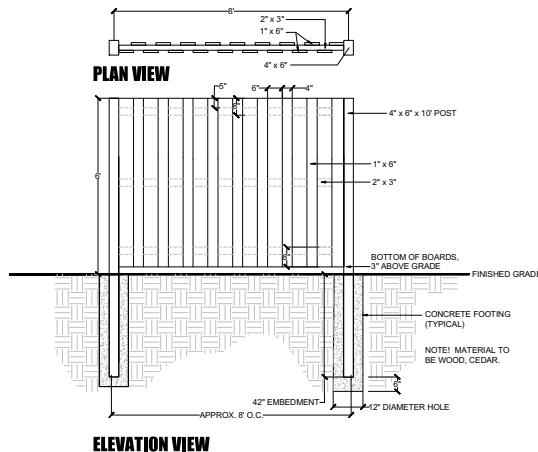
PROJECT NAME AND SHEET TITLE
THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL

FINAL LANDSCAPE PLAN
- SPECIFICATIONS & DETAILS
(SITE FEATURES)

SHEET NUMBER

L3.1

SPECIFICATIONS & DETAILS: FENCING



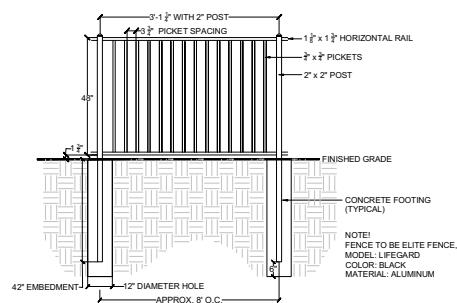
ELEVATION VIEW

1 DETAIL: PRIVACY FENCE

SCALE: 1/2" = 1'-0"

LOCATION: PRIVACY FENCE ALONG NORTHEAST & EAST BORDERS

NOTE: PRIVACY FENCE LOCATION INDICATED ON SHEETS L2.1 AND L2.2. WHERE EXISTING TREES TO BE PRESERVED FALL WITHIN THE LOCATION OF THE PROPOSED FENCE, THE FENCE SHALL BE FIELD LOCATED TO JOG AROUND THE TREE TRUNK. IF NO AREA IS AVAILABLE ON-SITE, A GAP IN THE FENCE IS ACCEPTABLE. NO POSTS SHALL BE DUG WITHIN 3 FEET OF ANY EXISTING TREE TRUNK.



ELEVATION VIEW

2 DETAIL: PRIVACY FENCE TRANSITION

SCALE: 1/2" = 1'-0"

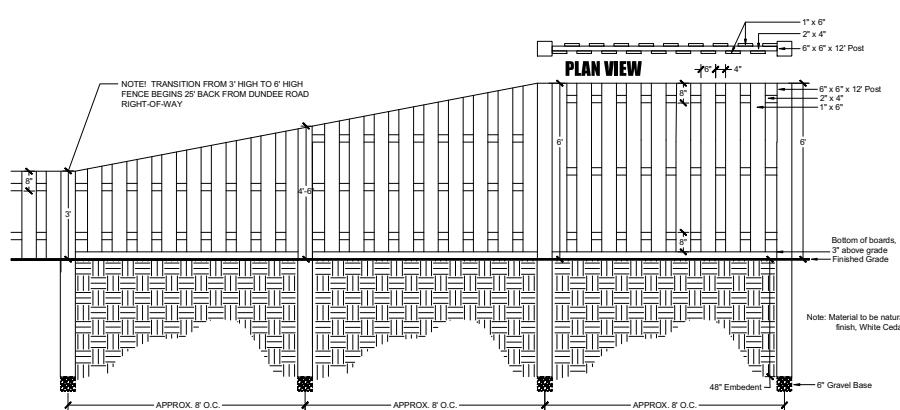
LOCATION: PRIVACY FENCE AT SOUTHEAST PROPERTY CORNER (3' HIGH FENCE TRANSITIONS TO A 6' HIGH FENCE)

ELEVATION VIEW

3 DETAIL: SAFETY FENCE

SCALE: 1/2" = 1'-0"

LOCATION: SAFETY FENCE LOCATED WEST OF CENTRAL DETENTION BASIN



ELEVATION VIEW



dickson design

STUDIO

9 CRYSTAL LAKE ROAD

SUITE 110

LAKE IN THE HILLS, IL 60156

(224) 241-8181

CLIENT NAME AND ADDRESS

VENTURE 1 OLB, LLC

SKOKIE, ILLINOIS & CHICAGO, ILLINOIS

PLAN DATE

APRIL 18, 2025

REVISIONS

1. 5/21/25 PER STAFF COMMENTS
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

PROJECT NAME AND SHEET TITLE

THE RESERVE AT THE BROOK
3700 DUNDEE ROAD - NORTHBROOK, IL

FINAL LANDSCAPE PLAN
- SPECIFICATIONS & DETAILS
(FENCING)

SHEET NUMBER

L3.2

EXHIBIT E

AFFORDABLE HOUSING PLAN

The Development must be developed, operated, and maintained in accordance and full compliance with the requirements of Part III of Article IX of the Zoning Code, entitled "Affordable Housing in New Developments," ("**Affordable Housing Requirements**"), including specifically:

1. Developing and offering eight affordable townhome units within the Development as required by Section 9-304 of the Affordable Housing Requirements, as set forth in the Affordable Housing Compliance Plan as approved by the Village for the Planned Development ("**Affordable Units**").
2. Marketing and management of the Affordable Units in accordance with the Affordable Housing Compliance Plan approved by the Village for the Development, which Plan shall be incorporated into a restrictive covenant to be recorded against the Property prior to the issuance of a certificate of occupancy for any townhome within the Development in a form acceptable to the Village Attorney ("**Affordable Housing Covenant**").

EXHIBIT F

CLIMATE ACTION PLAN

Climate Action Plan Elements:

1) TRANSPORTATION AND LAND USE

- **1A:** Consider installing electric vehicle chargers in each garage and reserve a percentage of parking spots for exclusive EV use. If electric vehicle charging chargers will not be installed, garage electrical plans must indicate at least one conduit installed from panel to junction box, with capacity for the future 2 pole breaker and at least a 60 amp load to the electrical panel.

Developer states that conduit and junction boxes for EV will be provided per State law. Also, EV chargers will be offered as an option for all homes.

2) BUILDING AND ENERGY

- **2A:** Consider conducting a Solar PV Site Assessment. Assessment should include estimated installation cost, and projections for both energy generation potential and economic payback potential over a minimum 20-year timeframe. Based on the Solar PV Site Assessment, consider incorporating renewable energy installation to offset emissions generated from the development. Work with CPACE, Illinois Shines, or similar programs for incentives. If installation will not be realized, reserve space for solar-ready roof zone, not less than 150 square feet exclusive of mandatory access or setback areas and plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker if possible.

Developer states that the roofs will be structurally designed to handle solar panel load.

- **2B:** Promote green power purchase options such as those provided by ComEd and Nicor for future residents.

Developer plans to promote the programs for future homeowners

- **2C:** Explore opportunities for the property to utilize smart lights that can save energy through conservation. Achieve 100% LED installation if possible.

Developer states that the homes will utilize 100% LED lights. The homes will also follow 2021 IECC for lighting controls, incorporating dimmers and occupancy switches.

- **2D:** Provide ENERGY STAR appliances for all residences when possible.

Developer states that appliances will be ENERGY STAR and the homes will be ENERGY STAR 3.1 compliant.

- **2E:** Consider the benefits of replacing fossil fuel burning heating equipment and with air-source heat-pumps, or other efficient electric heating options in development. Strive for zero on-site fossil fuel combustion with air-source heat-pumps, geo-thermal systems, solar thermal, electric cooktops, etc.

Developer states that electric water heaters will be standard in each home. Tankless water heaters will also be offered as an option.

- **2F:** Provide interior LED lighting development-wide if possible. Promote and distribute education and information to residents on advantages of and options for LED technology. In addition to energy cost savings, maintenance costs are greatly reduced.

Developer states that the homes will be 100% LED lighting.

3) WASTE MANAGEMENT

- **3A:** Reduce construction and demolition waste by ensuring that strong recycling and reuse requirements are met for all building-related permits Village-wide. Compliance with Cook County's construction and demolition requirements including waste management plans is required. Partner with Habitat, reuse, etc.

The Development will utilize factory-made wall panels and roof truss systems, thereby eliminating large amounts of on-site construction debris. Developer will ensure compliance for demolition of existing structures on site.

- **3B:** Consider planning for accommodations for recycling and compost collection services.

Although this recommendation is intended for interior waste management, due to the fact that this development is maintenance-free, the landscape contractor maintaining the overall development will be encouraged to responsibly compost all leaf, lawn, and spent plant debris during the growing season, for use in the production of future compost. Once the community is open for sale, Developer will coordinate with their sales and marketing team to promote the Village's discounted rain barrels, for use in rear yards of row homes, aiding in rooftop stormwater runoff collection and captured rain for irrigation use. Developer will consider designing for space to accommodate recycling and compost collection containers in addition to refuse containers at residences.

4) WATER AND WASTEWATER

- **4A:** Reduce landscaping water use with water-efficient irrigation systems, grass replacement, and planting native and drought-resistant trees and vegetation in landscaping plans.

Permanent irrigation will not be utilized in this development, instead native, nativar and drought-resistant trees and vegetation, conducive to the climate of the site, will be implemented – reducing the need for expanded water consumption. Once the community is ready for landscape maintenance to commence, Developer will work with the landscape contractor to explore opportunities to utilize non-gas-powered lawn equipment and integrated pest management, minimizing the use of landscape chemicals and further eliminating pollutants in groundwater.

- **4B:** Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces) where feasible.

The design of all proposed stormwater management implements forward thinking, while complying with the Village release rates and design guidelines. The proposed system

prioritizes managing flow, encouraging infiltration, and improving water quality before it enters the sewer system, through a combination of overland flow, detention, and infiltration strategies. Native wetland and mesic species will be utilized in all stormwater management areas (for water absorption and to aid in water filtration). All areas will be naturalized with sustainable, native plantings, able to withstand periods of wet and dry times. Native plantings will also provide habitat for pollinators and other beneficial insects. All naturalized areas will be monitored and maintained in perpetuity, with initial and long-term goals for desired plant coverage and plant population diversity. The monitoring and care of the stormwater management areas will be handled by the development homeowner's association (HOA).

- **4C:** Reduce or offset impervious surfaces where possible and consider use of lighter colored pavements and building materials to lessen the impact of urban heat island effect.

The Development has expanded green space areas, reducing impervious coverage. Where possible, shade trees will be positioned adjacent to pavement, reducing heat island effect. Proposed sidewalks link to existing and new pedestrian accessways, encouraging more pedestrian travel as opposed to vehicular. All sidewalks will consist of light-colored concrete pavement, aiding in reduced pavement temperatures.

5) GREENSPACE AND ECOSYSTEM HEALTH

- **5A:** Plan for diversity of native tree cover and performance-based tree island within landscaping plan and parking lots with goals on percentage of pavement shaded. Consider a mix of canopy trees, shrubs, groundcovers, and raingarden components appropriate to the lot and its surroundings in any new landscaping where possible.

The proposed landscape design shall be conducive to the site climate zone, will offer multiple seasons of interest, and will include a diversity of plant species. All plants will be selected for quality, long-term sustainability, disease-resistance, and desired growth habits. Proposed plant material will be carefully and purposely sited and shall include native, nativar, and drought-resistant shade, ornamental and evergreen trees, deciduous and evergreen shrubs, ornamental grasses, and perennials. A variety of plant species adds to the biodiversity of the site, while new trees increase the overall canopy coverage of the site, offering beneficial shade and carbon dioxide sequestration. With the proposed development under the care of a future, professional landscape maintenance company, for both lawn, plant care, and snow removal, landscape professionals will be onsite fairly often. Professionals will be a valuable resource to the community, offering education for vegetation management, safer plant pest and disease management, proper and practical pruning, and debris management during storm events.

For the initial project phase, the preliminary plan depicts locations of all proposed plant material and site enhancements. At the time of final project phase, all proposed materials and site enhancements will be individually labeled with a corresponding Plant & Materials List. This list will indicate quantities, sizes, species (botanic and common plant names), and/or descriptions of all proposed materials.

- **5B:** Consider including exterior lighting design a policy to protect native plants, species, biodiversity, and improve night sky quality.

Developer will consider this.

EXHIBIT G

FORM DECLARATION OF COVENANTS AND RESTRICTIONS

(attached)

EXHIBIT H
FORM LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of _____ (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____
Irrevocable Standby Letter of Credit No. _____ Dated: _____, _____"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed by the Customer at 3700 Dundee Road, Northbrook, Illinois (the "**Property**") pursuant to the Development Agreement dated April _____, 2025 by and between the Village of Northbrook and Venture 1 OLB LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the Village's general ordinances, codes, or regulations; or

(c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village by the Customer in conjunction with the redevelopment of the Property pursuant to the Agreement or the Village's general ordinances, codes, or regulations, have not been paid in the required time period; or

(d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration of the property required to be performed by the Customer pursuant to and in accordance with the Agreement or the Village's general ordinances, codes, and regulations has not been performed; or

(e) A written statement on the form attached hereto as **Exhibit 6** stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed pursuant to and in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement or the Village's general ordinances, codes, or regulations.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied/Revised by Issuing Bank]

To: [BANK NAME, ADDRESS, AND CONTACT PERSON]

Date:

Drawn under _____ Irrevocable Standby Letter of
Credit No. _____ Dated: _____, 202_.

Pursuant to the attached documentation, Village of Northbrook ("**Beneficiary**") hereby demands
that _____ pay to the order of Beneficiary the
amount of \$ _____, by wire transfer with the following instructions:

Bank Name:

Account Number:

ABA Routing Number:

By _____
Name: _____
Title: _____
Date: _____

EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 202_____ in the amount of \$_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated April __, 2025 by and between the Village of Northbrook and Venture 1 OLB LLC (the “**Agreement**”) have not been constructed in accordance with the Agreement or the Village’s general ordinances, codes, and regulations.

Very truly yours,

Village Manager

EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village by the Customer (as that term is defined in the above-referenced Letter of Credit) in conjunction with the redevelopment of property pursuant to that certain Development Agreement dated April ___, 2025 by and between the Village of Northbrook and Venture 1 OLB LLC or the Village's general ordinances, codes, or regulations, have not been paid in the required time period.

Very truly yours,

Village Manager

EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to and in accordance with that certain Development Agreement dated April ___, 2025 by and between the Village of Northbrook and Venture 1 OLB LLC, or the Village's general ordinances, codes, and regulations, has not been performed.

Very truly yours,

Village Manager

EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated April __, 2025 by and between the Village of Northbrook and Venture 1 OLB LLC (the “**Agreement**”) have not been performed pursuant to and in accordance with the Agreement.

Very truly yours,

Village Manager

EXHIBIT I

TRANSFeree ASSUMPTION AGREEMENT

THIS TRANSFeree ASSUMPTION AGREEMENT is made as of this _____ day of _____, 20____, between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (“**Village**”), **VENTURE 1 OLB LLC**, an Illinois limited liability company (“**Developer**”), and _____, a _____ (“**Transferee**”).

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20____, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (“**Property**”); and

WHEREAS, following the conveyance of the **Property** by Developer, the Transferee will be the legal owner of the **Property**; and

WHEREAS, as a condition to the conveyance of the **Property** by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of April __, 2025, and recorded in the office of the Cook County Clerk’s Recording Division on _____, 20____, as Document No. _____, by and between the Village and Developer (“**Development Agreement**”);

NOW, THEREFORE, in consideration of the agreement of Developer to convey the **Property** to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer or the **Property**.

3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, and the Village hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of Developer in the Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

Village Clerk

VILLAGE OF NORTHBROOK,
an Illinois home rule municipal corporation

By: _____

Its: Village Manager

ATTEST:

By: _____
Its: _____

VENTURE 1 OLB LLC, an Illinois limited liability Company

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

[TRANSFeree],
a _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
 SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20____, by
_____, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home
rule municipal corporation, and by _____, the Village Clerk of said municipal
corporation.

Signature of Notary

SEAL

This instrument was acknowledged before me on _____, 20____, by _____ the _____ of **VENTURE 1 OLB LLC**, an Illinois limited liability company and by _____, the _____ of said _____.

Signature of Notary

SEAL

This instrument was acknowledged before me on _____, 20____, by
____ the _____ of TRANSFEREE, and by _____, the
_____ of said _____.

Signature of Notary

SEAL

EXHIBIT 1 TO TRANSFeree ASSUMPTION AGREEMENT

PROPERTY LEGAL DESCRIPTION

EXHIBIT J

CONSENT AND SUBORDINATION AGREEMENT

_____ (and its successors and assigns, “**Mortgagee**”), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Cook County Clerk’s Recording Division as indicated below (collectively, the “**Mortgage**”):

[DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER]

Mortgagee hereby consents to the execution and recording of that certain Development Agreement, dated as of April __, 2025, and recorded in the office of the Cook County Clerk’s Recording Division on _____, 20__, as Document No. _____, by and between the Village and Developer (“**Development Agreement**”), and hereby subjects and subordinates the Mortgage to the provisions of the Development Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination Agreement to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **MORTGAGEE**, a _____, and by _____, the _____ of said _____.

Signature of Notary

SEAL

EXHIBIT K
INSURANCE REQUIREMENTS

The Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit K**.

- A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.
- B. **Employer's Liability.** Employer's liability insurance must be obtained with coverage limits not less than \$500,000 injury per occurrence, \$500,000 disease per employee, and \$500,000 disease policy limit.
- C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.
- D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than \$2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.
- E. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- F. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: Village of Northbrook, including its President, Board of Trustees, elected and appointed officials, officers, employees, agents, attorneys, and representatives.
- G. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.
- H. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit K** must be provided to the Village (1) prior to the Effective Date, (2) prior to the commencement of Development construction, and (3) upon Village request.

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Victoria C. Bresnahan
MELTZER, PURTILL & STELLE LLC
125 S. Wacker Drive, Suite 2900
Chicago, Illinois 60606

PINs: See Exhibit A

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

ARTICLE 1 DEFINITIONS	1
1.01 AFFORDABLE HOUSING UNIT:.....	2
1.02 ASSOCIATION:.....	2
1.03 CHARGES:	2
1.04 COMMON AREA:	2
1.05 COMMON ASSESSMENT:	2
1.06 COMMON EXPENSES:.....	2
1.07 COUNTY:	2
1.08 DECLARANT:	2
1.09 DECLARANT'S DEVELOPMENT PLAN:	3
1.10 DECLARATION:.....	3
1.11 DEVELOPMENT AREA:	3
1.12 FIRST MORTGAGEE:.....	3
1.13 GOVERNING DOCUMENTS:.....	3
1.14 HOME:	3
1.15 HOME EXTERIOR:	3
1.16 LOT:.....	3
1.17 MANAGERS:.....	3
1.18 MUNICIPALITY:.....	3
1.19 MUNICIPAL STORM WATER RESTRICTIONS:	3
1.20 OPERATING AGREEMENT:.....	3
1.21 OWNER:	4
1.22 PERSON:.....	4
1.23 PLAT:.....	4
1.24 PREMISES:.....	4
1.25 RECORD:.....	4
1.26 RESIDENT:.....	4
1.27 SUBJECT TO ASSESSMENT:	4
1.28 TURNOVER DATE:	4
1.29 VOTING MEMBER:.....	4

ARTICLE 2 SCOPE OF DECLARATION/CERTAIN EASEMENTS	4
2.01 PROPERTY SUBJECT TO DECLARATION:	4
2.02 CONVEYANCES SUBJECT TO DECLARATION:	5
2.03 DURATION:	5
2.04 LOT CONVEYANCE:	5
2.05 ACCESS EASEMENTS:	5
2.06 RIGHT OF ENJOYMENT:	5
2.07 DELEGATION OF USE:	5
2.08 RULES AND REGULATIONS:	6
2.09 UTILITY EASEMENTS:	6
2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS:	6
2.11 ASSOCIATION'S ACCESS:	6
2.12 NO DEDICATION TO PUBLIC USE:	6
2.13 EASEMENT FOR ENCROACHMENT:	6
2.14 OWNERSHIP OF COMMON AREA:	7
2.15 LEASE OF HOME:	7
2.16 REAL ESTATE TAXES FOR COMMON AREA AND LOTS:	8
ARTICLE 3 MAINTENANCE	8
3.01 IN GENERAL:	8
3.02 MAINTENANCE BY THE ASSOCIATION:	8
3.03 MAINTENANCE BY OWNER:	10
3.04 CERTAIN UTILITY COSTS:	11
3.05 DAMAGE BY RESIDENT:	12
3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA:	12
3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE HOMES AND HOME EXTERIORS:	13
3.08 SPECIAL SERVICES:	13
ARTICLE 4 INSURANCE/CONDEMNATION	14
4.01 HAZARD INSURANCE:	14
4.02 INSURANCE TRUSTEE/USE OF PROCEEDS:	14
4.03 OTHER INSURANCE:	14
4.04 OWNER'S RESPONSIBILITY:	15
4.05 WAIVER OF SUBROGATION:	15
4.06 REPAIR OR RECONSTRUCTION:	16
4.07 CONDEMNATION:	17
4.08 INSURANCE DEDUCTIBLES:	17
ARTICLE 5 THE ASSOCIATION	18
5.01 IN GENERAL:	18
5.02 MEMBERSHIP:	18
5.03 VOTING MEMBERS:	18
5.04 MANAGERS:	18
5.05 VOTING RIGHTS:	18

5.06	MANAGER LIABILITY:.....	19
5.07	MANAGING AGENT:.....	19
5.08	REPRESENTATION:.....	19
5.09	DISSOLUTION:.....	19
5.10	LITIGATION:	20
5.11	MERGER:	20
	ARTICLE 6 ASSESSMENTS.....	20
6.01	PURPOSE OF ASSESSMENTS:.....	20
6.02	COMMON ASSESSMENT:	20
6.03	PAYMENT OF COMMON ASSESSMENT:.....	21
6.04	REVISED ASSESSMENT:.....	22
6.05	SPECIAL ASSESSMENT:	22
6.06	CAPITAL RESERVE:	22
6.07	INITIAL CAPITAL CONTRIBUTION:	23
6.08	PAYMENT OF ASSESSMENTS:	24
	ARTICLE 7 COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION	24
7.01	CREATION OF LIEN AND PERSONAL OBLIGATION:.....	24
7.02	COLLECTION OF CHARGES:	24
7.03	NON-PAYMENT OF CHARGES:	24
7.04	LIEN FOR CHARGES SUBORDINATED TO MORTGAGES:	24
7.05	SELF-HELP BY MANAGERS:.....	25
7.06	OTHER REMEDIES OF THE MANAGERS:	25
7.07	COSTS AND EXPENSES:	25
7.08	ENFORCEMENT BY OWNERS:	25
7.09	ENFORCEMENT BY MUNICIPALITY:.....	25
	ARTICLE 8 USE RESTRICTIONS	26
8.01	INDUSTRY/SIGNS:.....	26
8.02	UNSIGHTLY USES/REFUSE:.....	26
8.03	SATELLITE DISHES/ANTENNAE:.....	27
8.04	RESIDENTIAL USE ONLY:	27
8.05	PARKING:	27
8.06	OBSTRUCTIONS:	28
8.07	PETS:	28
8.08	NO NUISANCE:	28
8.09	STRUCTURAL IMPAIRMENT:.....	28
8.10	WATERING:.....	28
8.11	DECKS / BALCONIES / GRILLS:.....	28
8.12	USE AFFECTING INSURANCE:	29
8.13	FENCE RESTRICTIONS	29
8.14	PROHIBITION OF SWIMMING POOLS AND HOT TUBS:	29
8.15	PROHIBITION OF RECREATION EQUIPMENT AND OUTDOOR STORAGE:.....	29
8.16	PROHIBITION OF WINDOW AIR CONDITIONERS OR WINDOW FANS:	29
8.17	CLEARANCE OF UTILITIES:	29

8.18	COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS:	29
8.19	PLANTS:.....	29
8.20	TEMPORARY STRUCTURES:.....	29
8.21	TRASH:.....	30
8.22	SEASONAL DECORATIONS	30
8.23	AGE RESTRICTIONS:	30
8.24	COMMON AREA LANDSCAPING:	31
8.25	GROUND WATER:	31
ARTICLE 9 DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD		31
9.01	IN GENERAL:	31
9.02	PROMOTION OF PROJECT:	31
9.03	CONSTRUCTION ON PREMISES:.....	32
9.04	GRANT OF EASEMENTS AND DEDICATIONS:	32
9.05	DECLARANT CONTROL OF ASSOCIATION:	32
9.06	OTHER RIGHTS:.....	32
9.07	ASSIGNMENT BY DECLARANT:	33
9.08	MATTERS AFFECTING COMMON AREA:	33
9.09	ARCHITECTURAL CONTROLS:	33
ARTICLE 10 AMENDMENTS		33
10.01	SPECIAL AMENDMENTS:.....	33
10.02	AMENDMENT:	34
ARTICLE 11 FIRST MORTGAGEES RIGHTS		34
11.01	NOTICE TO FIRST MORTGAGEES:	34
11.02	CONSENT OF FIRST MORTGAGEES:	35
11.03	INSURANCE PROCEEDS/CONDEMNATION AWARDS:.....	36
ARTICLE 12 ANNEXING/REMOVING PROPERTY		36
12.01	IN GENERAL:	36
12.02	POWER TO AMEND:.....	37
12.03	SUPPLEMENTAL DECLARATION TO ADD PREMISES:	37
12.04	SUPPLEMENTAL DECLARATION TO REMOVE REAL ESTATE:.....	38
ARTICLE 13 PARTY WALLS.....		38
13.01	PARTY WALL:.....	38
13.02	RIGHTS IN PARTY WALL:.....	38
13.03	DAMAGE TO PARTY WALL:.....	39
13.04	CHANGE IN PARTY WALL:.....	39
13.05	ARBITRATION:	39
ARTICLE 14 MISCELLANEOUS		40
14.01	NOTICES:.....	40
14.02	CAPTIONS:.....	40
14.03	SEVERABILITY:.....	40

14.04 PERPETUITIES AND OTHER INVALIDITY:.....	40
14.05 TITLE HOLDING LAND TRUST:	40
14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES:.....	40
14.07 JURISDICTION.	41

DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

This Declaration is made by Pulte Home Company LLC, a Michigan limited liability company (“Declarant”).

R E C I T A L S

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Reserve at the Brook Townhomes (the “Development”). The Development shall include dwelling units and other areas which will be maintained by the Association.

THE DEVELOPMENT SHALL BE AN AGE RESTRICTED COMMUNITY, AS MORE FULLY PROVIDED IN SECTION 8.23 HEREOF.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises or remove portions of the Development Area from the Premises, as more fully described in Article 12.

Certain portions of the Premises not improved with a Home (including outlots owned by the Association and those portions of each Lot which are not improved with a Home whether owned by an Owner or the Association), shall be designated as a Common Area hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, the Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act of 1986. The Association shall have the responsibility for administering and maintaining the Common Area and certain portions of the Lots and Home Exteriors and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association or to designate the Managers of the Association, as more fully described in Article 9 and in the Operating Agreement, the right to come upon the Premises in connection with Declarant’s efforts to sell Homes and other rights reserved in Article 9.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE 1 **DEFINITIONS**

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 AFFORDABLE HOUSING UNIT: Each Home on a Lot identified as an “Affordable Housing Unit” on the Preliminary PUD Plan attached hereto as Exhibit D.

1.02 ASSOCIATION: Reserve at the Brook Townhome Owners’ Association LLC, an Illinois limited liability company, and its successors and assigns. As more fully provided in Section 5.11, the Association may be merged into an Illinois not for profit corporation, which would become the Association hereunder.

1.03 CHARGES: The Common Assessment, any special assessment levied by the Association and/or any other charges or payments, including, but not limited to, insurance deductibles charged to an Owner, which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMON AREA: Those portions of the Premises which are designated as “Common Area” in Exhibit B hereto from time to time and all improvements located thereon, including, without limitation, private streets, private drives and driveways, parking areas, streetlights, signage, fencing (installed by Declarant), underground utilities, storm water management areas, detention and retention facilities, landscaping and retaining walls. The Common Area shall generally consist of all portions of the Premises located outside of the Homes and the Home Exteriors.

1.05 COMMON ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article 6.

1.06 COMMON EXPENSES: The expenses of operating and administering (including management and professional services) of the Association; the expenses of providing all maintenance, repair and replacement required to be furnished by the Association under this Declaration, and the Plat; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Common Area; premiums for insurance policies maintained by the Association hereunder; the cost of general and special real estate taxes, if any, levied or assessed against the Common Area (which is not part of a Lot); if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the buildings; any expenses designated as Common Expenses hereunder. Notwithstanding the foregoing, Common Expenses shall not include any payments made out of Capital Reserves.

1.07 COUNTY: Cook County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.08 DECLARANT: Pulte Home Company, LLC, a Michigan limited liability company, its successors and assigns.

1.09 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.10 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises.

1.12 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.13 GOVERNING DOCUMENTS: This Declaration, the Operating Agreement, rules and regulations, and the organizing documents for the Association.

1.14 HOME: That portion of a Lot which is improved with a dwelling unit.

1.15 HOME EXTERIOR: The roof, gutters, downspouts, foundation or slab, footings, sidewalks, stoops, steps, balconies and outer surface of exterior walls of a Home. The Home Exterior shall not include windows, window frames, window glass, doors (including garage and storm doors) or screening which are part of a Home.

1.16 LOT: A subdivided lot which is designated in Exhibit B as a "Lot" and upon which a Home is or will be constructed.

1.17 MANAGERS: The manager or managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement, provided, that if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.11 below, the Managers shall be the board of directors of the Association.

1.18 MUNICIPALITY: The Village of Northbrook, an Illinois municipal corporation, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.19 MUNICIPAL STORM WATER RESTRICTIONS: See Exhibit E.

1.20 OPERATING AGREEMENT: The Operating Agreement of the Association, a true copy of which is attached hereto as Exhibit C, provided that, if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.11 below, the term Operating Agreement as used herein shall mean the by-laws of the Association.

1.21 OWNER: A Record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.22 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.23 PLAT: That certain Plat of Subdivision of Reserve at the Brook, Resubdivision Recorded _____ as Document No. _____ corrected or resubdivided from time to time.

1.24 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article 12.

1.25 RECORD: To record in the office of the Recorder of Deeds for the County.

1.26 RESIDENT: An individual who resides in a Home.

1.27 SUBJECT TO ASSESSMENT: A Lot shall only be "Subject to Assessment" hereunder from and after such time as a temporary, conditional or permanent certificate of occupancy has been issued for the Home constructed thereon and the Lot is conveyed by the Declarant to the first purchaser thereof.

1.28 TURNOVER DATE: The date on which the right of the Declarant to designate the Managers of the Association is terminated under Section 9.05.

1.29 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article 5.

ARTICLE 2

SCOPE OF DECLARATION/CERTAIN EASEMENTS

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises or to remove portions of the Development Area from the terms hereof, as provided in Article 12 hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article 12.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Managers.

2.05 ACCESS EASEMENTS: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across the private roads, driveways, pathways and walkways located on the Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. Any governmental authority which has jurisdiction over the Premises, including without limitation, the Municipality, shall have a non-exclusive easement of access over private roads and driveways located on the Common Area and Lots for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, and parking on the Common Area, and the right to store equipment on the Common Area, for the purpose of furnishing any maintenance, repairs or replacements of the Common Area and Home Exteriors, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area and the exclusive right to use and enjoy the Owner's Home Lot and Home Exterior. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Lot to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area to

Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, repair and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area and Lots for the purpose of providing utility or other services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Common Area to the Municipality or other governmental authority which has jurisdiction over the Common Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the Manager of the Association prior to the Turnover Date or by a majority of the Managers thereafter and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot, Home, or Home Exterior for the purpose of furnishing the services required to be furnished hereunder, including, without limitation, the services described in Section 3.02 and Section 3.07 or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Lot, any improvement which is intended to service and/or be part of the Lot shall encroach upon any part of any other Lot or upon the Common Area or any improvement to the Common Area shall encroach upon any part of a Lot, then there shall be deemed to be an easement in favor of and

appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Lot shall have an easement appurtenant to his Lot for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Lot or the Common Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home or the Lot;
- (b) the chimney which serves the Home on the Lot;
- (c) the air conditioning equipment which serves the Home on the Lot; or
- (d) balconies, steps, porches, decks, walkways, door entries and patios which serve the Home on the Lot.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.14 OWNERSHIP OF COMMON AREA: Those portions of the Common Area, if any, which are part of a Lot shall be owned by the Owner of the Lot subject to the rights of the Association to maintain, repair and replace improvements thereon as provided in Article 3. Those portions of the Common Area which are not part of a Lot, shall be conveyed to the Association free of mortgages no later than sixty (60) days after the Turnover Date or after being submitted to the terms of this Declaration, whichever is later, subject to the rights of Owners from time to time of the Lots to use and enjoy such portions made subject hereto or the Common Area as provided herein.

2.15 LEASE OF HOME: Subject to the rights of the Declarant in Article Article 9, Owners shall have the right to lease all (and not less than all) of his Home or Lot subject to the provisions of the subsections (a) through (c) below:

(a) No Home shall be leased for less than twelve (12) months or for lodging house, hotel, bed and breakfast lodge, or any similar or transient purposes. No Home may be advertised for lease as a short-term rental on any website or other advertising medium;

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Each Owner who leases his Home shall promptly provide a complete copy of such lease to the Board, which shall keep a record of the number of

Homes leased. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration; and

(c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes. All Homes and Lots in the Community, whether leased or not, must be maintained in accordance with the requirements and standards set forth herein and in the other Governing Documents. In purchasing a Lot, each Owner accepts that other Owners may lease their Homes and Declarant may sell Lots and Homes in the Development to investors or other companies or persons who may use them for rental purposes.

(d) After the expiration of the "Declarant's Rights Period" (as defined in Section 9.01 below, this Section shall not be amended without the unanimous consent of 100% percent of the total votes or by an instrument consented to, in writing, executed by Owners of One Hundred Percent (100%) of the Lots.

2.16 REAL ESTATE TAXES FOR COMMON AREA AND LOTS: If a tax bill is issued with respect to Common Area (which is not part of a Lot) which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Common Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and any tax bills for subsequent years. Each Owner of a Lot shall be responsible for the payment of real estate taxes levied with respect to the Owner's Lot (including that portion of the Owner's Lot which is designated as Common Area hereunder).

ARTICLE 3 MAINTENANCE

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article 9.

3.02 MAINTENANCE BY THE ASSOCIATION:

(a) The Association shall furnish the following and the cost thereof shall be Common Expenses:

(i) Maintenance (including snow removal after 2" of snow fall), repair and replacement of the private roads, alleys, drive aisles, individual driveways, parking areas, sidewalks and walkways located on the Premises; provided, however, that while the Declarant controls the Association pursuant to Section 9.05 below, no deicing agents will be applied by the Association as such measures could damage new surfaces.

(ii) Maintenance, repair and replacement of improvements located on the Common Area, including, but not limited to pavers, entry monument, retaining walls, street lighting, landscaped medians, lights, fences (including screening and perimeter fencing) and monument signage, if any, installed by the Declarant on the Premises;

(iii) Subject to the Municipal Storm Water Restrictions, maintenance, repair and replacement (including any grading or seeding) of retention/detention areas and stormwater areas as well as the stormwater facilities, retention/detention facilities and other improvements located on the Common Area;

(iv) Subject to the provisions of Sections 3.06 and 3.07, grass cutting and maintenance of grass and landscaping located on the Premises; however, the watering of grass, shrubs, trees and other foliage on the Premises shall be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Association;

(v) Maintenance (including periodic painting), repairs and replacements to Home Exteriors, excluding, however, exterior window washing which shall be the responsibility of the Owner of each Home, and the cost thereof shall be Common Expenses. Without limiting the foregoing, to the extent there is damage to Home Exteriors which is not covered by insurance, the repair or replacement of such damage and the extent of any such repair or replacement shall be furnished by the Association at the Manager's reasonable discretion.;

(vi) Except as provided in Section 3.03(f) below, maintenance, repair and replacement of (x) the storm sewers located on the Premises (unless located in a utility easement and maintained by another party), (y) the irrigation lines located on the Premises (if any), and (z) to the extent not maintained by the Municipality or a utility company, maintenance, repair and replacement of the electric, gas and other utility lines and components of other systems, if any;

(vii) All maintenance, repair and replacement work required pursuant to this Declaration shall be promptly completed in a good and workmanlike manner consistent with any applicable governmental regulations or standards, or, if no such regulations or standards apply, then consistent with good engineering, forestry, or other similar professional standards so as to ensure the safe and effective condition of the portion of the Development subject to maintenance, repair or replacement. The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Common Expenses. The Declarant reserves the right to add additional responsibilities to be furnished by the Association at such time as any Supplemental Declarations are Recorded from time to time; and

(viii) Maintenance, repair and replacements of cluster mailboxes located in the Development, as needed, as provided in Section 8.18.

(b) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Common Area ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Common Expenses.

(c) The Association shall not be required to provide maintenance to any Lot which is not yet Subject to Assessment hereunder.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of Owner's Home and Lot and shall keep the same in good condition and repair, and shall be responsible for the maintenance, repair and replacement of such other items as the Association may hereafter deem appropriate.

(b) The maintenance (other than periodic exterior painting which shall be performed by the Association), repairs and replacements of light fixtures (which model and design shall be selected by the Association), light bulbs, windows, window frames, window glass, doors (including garage and storm doors) and screening on a Home shall be the responsibility of the Owner of the Home; however, at the option of the Managers, such work shall be furnished by the Association and the cost thereof charged to the Owner of the Home with respect to which the work is done based on actual cost, as determined by the Managers, in its or their reasonable judgment.

(c) Each Owner shall be responsible for key replacements and the locking mechanisms on individual mail compartments located in the cluster mailboxes.

(d) Each Owner shall be responsible to maintain, repair or replace the water faucets or spigots (and any pipes serving the water faucets) adjacent to and serving the Owner's Home and for disconnecting any hose and turning off any exterior water faucets or spigot which serves the Owner's Home and shall be responsible for any damage which occurs as a result of the Owner's failure to do so.

(e) Each Owner shall be responsible to maintain, repair or replace all of the cleaning of dryer vents (including any flaps or other exterior covers), lines and duct work which are located in such Owner's Home or Home Exterior and/or which serve such Owner's Home. All such dryer vents, lines and duct work shall be cleaned at least once every twelve (12) months for purposes including, but not limited to, removing any blockages within the dryer vents such as lint, bird's nests and other debris and items. The Managers may adopt rules and regulations

related to such cleaning of dryer vents, lines and duct work which may include, but not be limited to, rules requiring an Owner to provide the Association documentation on an annual basis demonstrating that the dryer vents, lines and duct work located in and/or which serve his/her Home have been cleaned in compliance with this Section.

(f) Each Owner shall be responsible to maintain, repair and replace the sanitary sewer lines located on the Premises from the street stub to each Home Exterior.

(g) Each Owner shall be responsible to maintain, repair and replace the fire sprinklers located within the Home and shall be responsible to provide and for the cost of periodic testing to ensure the fire suppression system is operating properly. At the request of the Managers, the Owners shall provide evidence of periodic testing.

(h) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Home or Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Homes or Lots in the Development or in compliance with rules and regulations adopted by the Managers, then the Managers may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) calendar days (or less in the case of an emergency) to cause the work to be done;

(ii) if the work is not done to the satisfaction of the Managers, in its or their sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand; and

(i) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.01 shall be made as provided in Section 4.06.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Common Area and Home Exteriors may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Lot for the purpose of watering landscaping on the Common Areas. Except as otherwise provided in Section 3.05 below, if the cost for such water or other utilities is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

(a) If, in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Common Area and Home Exteriors, then the

Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Common Area and Home Exteriors and the amount thereof shall be Common Expenses hereunder.

(c) Notwithstanding the foregoing, the provisions of this subsection (c) shall apply to the water bills for each Home whose outdoor spigot is used by the Association for the purpose of watering landscaping on the Common Areas ("Water Use Home"). The Association shall pay the monthly water bill for each Water Use Home. Each year, the Association shall determine the "Average Winter Monthly Water Bill" for each Water Use Home, which shall be equal to 1/6th of the total of the monthly water bills, for the Water Use Home for the six month period from November of the preceding calendar year through April of the current year; provided, that until the Average Winter Monthly Water Bill is first calculated and determined, the Association shall use as the Average Winter Monthly Water Bill an amount equal to the estimate of what such monthly bill should be, as furnished to the Association by the Municipality. The Association shall charge the Owner of each Water Use Home each month an amount equal to the Average Winter Monthly Water Bill until the next Average Winter Monthly Water Bill is determined as provided above, which amount shall be payable by such Owner as a charge hereunder.

Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to any property insured by the Association pursuant to Section 4.01 and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy, or by an Owner.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA:

(a) Subject to the provisions of Article 9, no alterations, additions or improvements shall be made to the Common Area without the prior approval of the Managers and, if required under applicable Municipality ordinances or the rules and regulations, the approval of the Municipality.

(b) The Association may cause alterations, additions or improvements to be made to the Common Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05, or from the Capital Reserve, as more fully described in Section 6.06.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Common Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the

Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Common Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE HOMES AND HOME EXTERIORS:

No additions, alterations or improvements shall be made to any Home Exterior (including any part of the Home which is visible from outside the Home) by an Owner without the prior written consent of the Managers and, until the Declarant no longer holds title to any portion of the Development Area, the Declarant. The Managers may (but shall not be required to) condition its or their consent to the making of an addition, alteration or improvement to a Home Exterior or Home which requires the consent of the Managers upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Managers may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Common Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires consent of the Managers and/or Declarant hereunder is made to a Home Exterior or Home by an Owner without the prior written consent of the Managers or Declarant, or both, as applicable, then (i) the Managers may, in its or their discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Home Exterior to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Managers may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers or the Declarant, as applicable; or

(c) Ratify the action taken by the Owner, and the Managers may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its or their prior consent under this Section.

3.08 SPECIAL SERVICES: The Managers may furnish to an Owner or Owners special services relating to the use and occupancy of a Lot or Lots and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, either make such service available to all Lots or offer such service to each of the Owners on a voluntary basis. The Managers may charge the Owner of each Lot which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Lots which is served or on such other reasonable basis as the Managers may deem appropriate. Any amount charged to an Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Managers, and failure to pay any such amount shall give rise to a lien provided for in Section 7.01.

ARTICLE 4
INSURANCE/CONDEMNATION

4.01 HAZARD INSURANCE: Except as otherwise provided in Section 4.04 hereof, the Managers shall have the authority to and shall obtain what is currently commonly referred to as “bare wall” insurance for the Premises and all improvements thereto against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Managers may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Homes, and all improvements thereto. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Managers or the Association, as trustee for each of the Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the Association and the First Mortgagee of each Lot, and (iv) shall contain waivers of subrogation with respect to the Association and its Managers, directors, officers, employees and agents (including the managing agent), Owners, occupants of the Home, First Mortgagees, the Declarant and/or shall name all such parties as additional insured parties as their interests may appear.

4.02 INSURANCE TRUSTEE/USE OF PROCEEDS: The Managers may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Managers for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Managers shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Managers shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Homes, the Managers shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Homes. Payment by an insurance company to the Managers or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Managers of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Managers or the corporate trustee.

4.03 OTHER INSURANCE: The Managers shall also have the authority to and shall obtain the following insurance:

(a) Comprehensive public liability and property damage insurance, which shall include and name Declarant as an additional insured, against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Premises or upon, in or about the streets, private drives and passageways and other areas adjoining the Premises, in such amounts as the Managers shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(b) Such workers compensation insurance as may be necessary to comply with applicable laws.

(c) Employer's liability insurance in such amount as the Managers shall deem desirable.

(d) Fidelity bond indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Managers or the Owners in such amount as the Managers shall deem desirable and as required applicable regulations of Fannie Mae.

(e) Directors and officers liability insurance (or the equivalent thereof) covering the Managers.

(f) Such other insurance in such reasonable amounts as is required under applicable regulations of Fannie Mae or the Managers shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

4.04 OWNER'S RESPONSIBILITY: Unless expressly advised to the contrary by the Managers, each Owner shall obtain his or her own insurance on the contents of the Owner's Home and the fixtures, furnishings and personal property therein, through what is currently commonly referred to as an "HO-6 policy", which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of from whom or when such items were acquired. Such HO-6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Managers shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

4.05 WAIVER OF SUBROGATION: The Association and each Owner hereby waive and release any and all claims which it or he may have against any other Owner, the

Association and its Managers, the Declarant and the managing agent, if any, and their respective employees and agents, for damage to the Home or to any personal property located in a Home or to the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

4.06 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to any Home (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to any Home or building which contains Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(i) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(ii) At the meeting, the Managers shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(iii) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Managers under (ii) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(iv) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (i) above, then the Managers may, at its or their discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(v) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement under subsection (iv) above, then the Managers may, with the consent of Owners representing 75% of the Homes in the damaged building and First Mortgagees representing 75% of the Homes (by number) subject to Mortgages in the building, amend this Declaration to withdraw the building which includes the Damaged

Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Managers. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Home located in the building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Lot if the amendment had not been Recorded; provided, that, the Lot shall continue to be subject to the provisions of Section 3.07 hereof and upon issuance of an occupancy permit for a residential unit constructed on a Lot removed from the terms hereof as provided above, the Lot shall thereupon be subject to the terms hereof.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Premises as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Managers. Any reconstruction of the building shall be subject to the provisions of Section 3.07.

4.07 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Common Area (which is not part of a Lot), the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Common Area Capital Reserve being held for such part of the Common Area, shall, in the discretion of the Board, either (i) be applied to pay the Common Expenses, (ii) be distributed to the Owners and their respective First Mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by a majority of the Managers of the Association and Recorded.

4.08 INSURANCE DEDUCTIBLES: The Managers may, in their sole discretion, in the case of a claim for damage to any property insured by the Association pursuant to Section 4.01(i) pay any deductible amounts as a Common Expense or from a separate line item established for deductibles in the Capital Reserve (defined in Section 6.06 below), (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Home the damage or cause of loss originated, or (iii) require the Owners of the Homes affected to pay the deductible amount. Any deductible amounts assessed to an Owner pursuant to this Section shall be a Charge hereunder.

ARTICLE 5 THE ASSOCIATION

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Area and for the maintenance repair and replacement of the Common Area and certain portions of the Home Exteriors as provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership a 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 (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. 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 Managers and, if in the case of multiple individual Owners, no designation is given, then the Managers at its or their election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager of the Association. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member who represents a Class A Membership shall have one (1) vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority by the votes represented by Voting Members and the Declarant, except as otherwise provided herein or in the Operating Agreement.

5.06 MANAGER LIABILITY: The Managers, the committee members or the officers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers, committee member or officer except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, committee members or officers, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Managers, the committee members or the officers on behalf of the Owners or the Association or arising out of their status as Managers, committee members or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Manager, committee member or officer may be involved by virtue of such person being or having been such Manager, committee member or the officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager, committee member or the officer or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager, officer or committee member

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee with ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area, Lots and Home Exteriors. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Common Area, Lots and Home Exteriors and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other charges) or actions to enforce the terms of any contract or agreement to which the Association is a party or (b) counterclaims brought by the Association in proceedings instituted against it.

5.11 MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers shall have the right, power and authority to convert the Association from an Illinois Limited Liability Company to an Illinois Not for Profit Corporation ("NFP Conversion"), as permitted under applicable laws of the State of Illinois, as amended from time to time ("IL Law"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute such documents as may be required under IL Law on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant and/or the Managers to make, consent to, and execute the NFP Conversion and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of the NFP Conversion, including, without limitation, adopting By-Laws for the Association to replace the Operating Agreement hereunder.

ARTICLE 6 **ASSESSMENTS**

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

6.02 COMMON ASSESSMENT: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Common Area, plus the estimated excess funds, if any, from the current year's assessments;

(d) The amount of the “Common Assessment” payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(e) That portion of the Common Assessment which shall be payable by the Owner of each Lot which is subject to assessment hereunder each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be equal to the Common Assessment, divided by the number of Lots, divided by twelve (12), so that each Owner shall pay equal Common Assessments for each Lot owned; provided, however, that Lots improved with Affordable Housing Units shall be charged twenty-five percent (25%) of the current Common Assessment.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget (“Stabilized Budget”) prepared by the Managers prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant’s Development Plan and (ii) all proposed Homes have been sold, are occupied and are Subject to Assessment. Prior to the Turnover Date, each owner of a Lot (other than Declarant) which is Subject to Assessment shall pay a Common Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed Homes, as shown on the then current Declarant’s Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Lot which is Subject to Assessment and owned by the Owner, a monthly Common Assessment equal to what such Owner would be paying with respect to the Owner’s Lot if the Development were fully constructed pursuant to the Declarant’s Development Plan and all proposed Homes have been built, are occupied and are Subject to Assessment. Each Owner shall pay such assessment at such times as determined by the Managers, but not less frequently than once each year. The Declarant shall not be obligated to pay any Common Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Common Assessments levied (as opposed to paid) plus working capital contributions under Section 6.07 payable (whether or not paid) by Owners (other than Declarant) less the portions thereof which are to be added to Capital Reserve is less than the Common Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses (“Advanced Funds”). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF COMMON ASSESSMENT: On or before the first day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Lot which is

Subject to Assessment shall pay to the Association, or as the Managers may direct, that portion of the Common Assessment which is payable by each Owner of a Lot under Section 6.02(e) or Section 6.08, as applicable, at such times as the Managers shall determine from time to time. For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as a temporary, conditional or permanent occupancy certificate has been issued with respect to the Home constructed thereon and the transfer and sale of the Home and Lot to a third-party purchaser.

6.04 REVISED ASSESSMENT: If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Lots which are Subject to Assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment. Notwithstanding the foregoing, no special assessment may be imposed against any Affordable Housing Unit except in connection with necessary maintenance of, and repairs to, structural improvements, parking areas, private roads, or Common Areas, and only for maintenance and repairs that are consistent with the plan attached hereto as Exhibit D and other zoning plans for the Premises and for which the Municipality has issued all required building permits.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Area and those portions of the Lots and Home Exteriors with respect to which the Association is responsible for repair and replacement (the "Capital Reserve"). The Managers shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, the portions of the Lots and Home Exteriors for which the Association is responsible, and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area, the portions of the Lots and Home Exteriors for which the Association is responsible and

the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Common Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Area, and those portions of the Home Exteriors for which the Association is responsible and other property owned by the Association, shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers prior to the Turnover Date shall include such reserve buildups which the Managers deem to be appropriate based on information available to the Managers, which may include, without limitation, a separate line item for insurance deductibles. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant prior to the Turnover Date, for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Common Area, and those portions of the Home Exteriors for which the Association is responsible and other property owned by the Association. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers do provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Common Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02 above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Home (except for Affordable Housing Units) by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to two (2) monthly installments of the then current Common Assessment for that Home and an amount equal to the current annual fire and extended coverage insurance premium allocable to the Home, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Common Assessment). In addition, the purchasing Owner shall pay to the Association in an amount equal to two (2) monthly installments of the then current Common Assessment, which amount shall be added to the Capital Reserve. Upon the closing of the sale of each Affordable Housing Units by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to two (2) monthly installments of the then current Common Assessment for that Affordable Housing Unit (as provided in Section 6.02(e) and an amount equal to the current annual fire and extended coverage insurance premium allocable to the Affordable Housing Unit, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Common Assessment). In addition, the purchasing Owner of an Affordable Housing Unit shall pay to the Association in an amount equal to two (2) monthly installments of the then

current Common Assessment for that Affordable Housing Unit (as provided in Section 6.02(e), which amount shall be added to the Capital Reserve,

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article 7. At closing of the initial or any subsequent sale of a Home, the purchasing Owner shall pay to the Association the monthly Common Assessment due for the month after the closing in advance and such payment shall be credited to the purchasing Owner's account.

ARTICLE 7

COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within fifteen (15) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges

which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers where such violation or breach may be cured or abated by affirmative action, then the Managers upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with the exercise of its or their rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

7.09 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce the covenants and obligations of the Association and each Owner hereunder. Without limiting the foregoing, in the event that 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 ten (10) days after the date of delivery by the Municipality to the Association or such Owner of written notice advising the Association of the existence and nature of such delinquency, the Municipality shall have the right, but not the obligation, perform the obligations required to be performed by the Association pursuant to this Declaration. Notwithstanding the foregoing, in the case of an emergency involving an immediate threat to the health or safety of persons in, on or about the Premises, the circumstances of which do not reasonably permit the use of the aforesaid process of notice and cure period, as determined in good faith by an official of the Municipality, the Municipality may undertake such remedial work as it is necessary to correct a condition involving a danger to the public health or safety upon such notice, in any, as is reasonable under the circumstances. In the event the Municipality elects to do so, the Association shall pay promptly to the Municipality the amount of the costs and expenses incurred by the Municipality in the performance of such work, including compensation for staff time and the use of equipment owned by the Municipality, as well as materials, outside services and attorney's fees. In the event the Municipality performs any of the Association's obligations and the Association fails to pay the Municipality any costs and expenses it incurred aforesaid, within thirty (30) days after the date of the Municipality's demand for payment or date of any statement, the Municipality shall have the right to levy an assessment on each Lot 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 Municipality such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the Municipality 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 Municipality.

ARTICLE 8 USE RESTRICTIONS

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Common Area or any Home Exterior, except as permitted by the Managers or as permitted under Article 9. An Owner may place one (1) sign on the inside of a window advertising a Home "For Rent", provided the sign does not exceed one and one-half feet (1½') by one and one-half feet (1½') in size and is removed within five (5) days after a lease is signed. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot. The foregoing restrictions shall not apply to the signs and billboards, if any, of Declarant or its designees. Notwithstanding the foregoing, during the two (2) week period prior to and during the one (1) week period subsequent to a primary or general election, one (1) political sign (not to exceed 2 feet by 2 feet in size) may be placed in the window of a Home

8.02 UNSIGHTLY USES/REFUSE: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Home Exterior or the Common Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. The Managers shall have the right to adopt

reasonable rules and regulations concerning window treatment or other decorating within a Home which is visible from outside the Home. Refuse and refuse containers must be stored in the garage of each Home, except that refuse and refuse containers (to the extent permitted by the Municipality and the Managers) may be placed in such areas as shall be designated from time to time by the Managers or the Municipality between dusk on the evening before the day of the scheduled pick up and dusk on the evening of the day of the scheduled pickup.

8.03 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state and local regulations, laws and ordinances, no satellite dish, television antenna or other similar device shall be attached to or installed (i) on any portion of the Common Area, (ii) on the roof of a Home, or (iii) on any portion of a Home Exterior which is visible from the front of the Home. The installation of satellite dishes, television antennae and other similar devices shall be subject to additional reasonable rules and regulations adopted from time to time by the Managers. The restrictions set forth in this Section shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY:

(a) Except as provided in Article 9 or in subsections (b), (c) and (d) of this Section, each Home shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Home.

(d) To the extent permitted under applicable laws and ordinances, the existence or operation of the business activity not apparent or detectable by sight (e.g., no sign may be erected advertising the business within the Lot), sound, or smell from outside the Home shall be permitted.

8.05 PARKING: The parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Managers from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, the following shall apply:

(a) The garage which is part of each Home and that portion of the driveway which is adjacent to and extends beyond the garage door ("Resident Reserved Parking Area") shall be used for parking only by the Resident of the Home and the Resident's guests; provided, however, that no vehicle may be parked in a Resident Reserved Parking Area for more than fourteen (14) consecutive nights.

(b) Residents shall not be permitted to park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

(c) Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Premises, other than within a garage which is part of a Home. Inoperable vehicles must be stored within a garage.

8.06 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written consent of the Managers.

8.07 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Common Area. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats, birds or fish, as household pets ("Pets") but not for breeding purposes. Farm animals, snakes, other reptiles, exotic animals and wild animals are prohibited. Owners shall keep no more than the maximum number of Pets which is allowable under the ordinances of the Municipality, as may be amended from time to time; and if there is no ordinance in the Municipality, then no more than three (3) dogs, or three (3) cats, or a combination of dogs and cats not to exceed three (3) in total in any Home. The owner of any Pet shall immediately remove any bodily waste deposited by its pet on any Lot, Common Area, parkways, cul-de-sac islands or dedicated streets. The Managers may from time to time adopt rules and regulations governing (a) the keeping of Pets in the Home, which may include prohibiting certain species of Pets from being kept in the Home and (b) the use of the Common Area by Pets.

8.08 NO NUISANCE: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.09 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Premises which would impair the structural integrity of any Home located thereon.

8.10 WATERING: The Managers may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Common Area located on a Lot outside a Home. Without limiting the foregoing, the Managers may require the Owner of a particular Lot to be responsible for watering specific portions of the Common Area located on his Lot as designated from time to time by the Managers.

8.11 DECKS / BALCONIES / GRILLS: The use and placement of gas and electric grills and other seasonal items on decks, balconies and patios shall be subject to applicable ordinances of the Municipality, this Section, and rules and regulations adopted by the

Managers from time to time. The use of charcoal grills on the Premises is prohibited. Gas and electric grills are not permitted on decks.

8.12 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Home, on any Lot, or on the Common Areas which will increase the rate of insurance on the Premises, without prior written consent of the Managers. No Owner shall permit anything to be done or kept in his Home, on the Lots or on the Common Areas which will result in the cancellation of insurance on the Premises or which would be in violation of any law.

8.13 FENCE RESTRICTIONS. No fencing shall be installed on the Premises, except as may be installed by the Declarant or Association; provided, however, that an Owner may install invisible fencing on his Lot.

8.14 PROHIBITION OF SWIMMING POOLS AND HOT TUBS: No swimming pools or hot tubs shall be installed on any Lot within the Premises.

8.15 PROHIBITION OF RECREATION EQUIPMENT AND OUTDOOR STORAGE: Playgrounds, trampolines, sandboxes, swing sets and other recreation equipment are not permitted anywhere on a Lot. Outside storage and furniture is prohibited in front or side yards.

8.16 PROHIBITION OF WINDOW AIR CONDITIONERS OR WINDOW FANS: No window air conditioners or window fans shall be placed in any Home constructed on the Premises.

8.17 CLEARANCE OF UTILITIES: The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

8.18 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: All mailboxes located in any right-of-way shall be in compliance with U.S. Postal Service Regulations and (ii) the Municipality's ordinances, rules and regulations, and must be approved by the Municipality. To the degree not maintained by USPS, the maintenance, repair and replacement of the cluster mailboxes (but excluding key replacements or the locking mechanisms of any individual mail compartment, which shall be the responsibility of each Owner) shall be provided by the Association and the cost thereof shall be a Community Expense.

8.19 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.20 TEMPORARY STRUCTURES: Subject to the right of the Declarant to promote the sale of Lots and Homes, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Premises at any time, whether temporarily or permanently, except with the prior written consent of the Managers.

8.21 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and roads, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Lot or the Common Area. Trash containers shall be placed on the curb for collection and empty containers shall be removed on the pick-up day at such times as provided in the current Municipal Ordinance, as may be amended from time to time.

8.22 SEASONAL DECORATIONS: Seasonal decorations (statues, artifacts, and lighting) customarily associated with any national, state, local, or religious holiday celebrations may be erected or displayed no earlier than thirty (30) days before the holiday and must be removed no later than fourteen (14) days after the holiday. During the winter months, this period may be extended by the Board due to extreme weather conditions. During such extended periods, any lighting shall not be illuminated.

8.23 AGE RESTRICTIONS:

(a) It is intended that the Development shall at all times qualify for the “Housing for Older Persons” exemption under the Fair Housing Amendment Act of 1988, as amended from time to time (“FHAA”). Accordingly, anything herein to the contrary notwithstanding, at all times, at least 80% of the Homes within the Development shall be occupied by at least one (1) Resident who is 55 years of age or older (“80% Requirement”). To that end, to the extent not otherwise expressly permitted hereunder, or expressly approved, in writing, by the Managers (as determined by the Managers in its or their sole discretion), each Home shall at all times be occupied by at least one (1) Resident who is 55 years of age or older (“55+ Year Old”).

(b) A Person who is nineteen (19) years of age or older (“19+ Year Old”) may reside in a Home with at least one (1) Resident who is a 55+ Year Old. Upon the cessation of occupancy of the Home by the last 55+ Year Old, the 19+ Year Old may continue to occupy the Home, provided that the 80% Requirement is not violated.

(c) A Person under the age of 19 years may be a guest in a Home for no more than a total of ninety (90) days in a twelve (12) month period, subject to such reasonable rules and regulations as the Managers may adopt from time to time.

(d) Any Person under the age of 55 years old but who is a 19+ Year Old may occupy a Home without a 55+ Year Old with the prior written consent of the Managers (which consent will not be unreasonably withheld if the 80% Requirement will not be violated).

(e) Unless otherwise approved by the Managers (as determined by the Managers in their sole discretion), any Home that is leased or otherwise occupied by a Person other than the Owner of the Home, must be occupied by at least one Person who is a 55+ Year Old.

(f) The Managers shall adopt, implement and enforce rules, regulations and procedures to ensure that, at all times, the Development shall qualify for the “Housing for Older Persons” exemption under FHAA, including, without limitation, rules, regulations and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance for a period of ten (10) years. However, the Managers shall at all

times exercise discretion to do what is necessary in order to (i) at all times maintain the “Housing for Older Persons Exemption”, but at the same time (ii) show consideration for the situations of the Owners and Residents by exercising flexibility in allowing exceptions to the standards and rules set forth in this Section as long as the 80% Requirement is not violated.

(g) In the event of a violation of this Section the Managers shall have any and all remedies available to it at law or in equity, including those provided for in Section 7.06.

8.24 COMMON AREA LANDSCAPING: All landscaped areas surrounding the Homes in the Development will be Common Areas, maintained by the Association. Residents of the Development are prohibited from planting or altering the landscaping within the Common Areas. Residents are permitted to plant container gardens within the Common Areas in the immediate vicinity of their individual Homes, in accordance with the rules and regulations adopted by the Association from time to time.

8.25 GROUND WATER: All Residents are strictly prohibited from accessing groundwater or installing any wells within the Development. Water used by Residents is restricted to the use of municipal water provided to the Development by the Municipality.

ARTICLE 9 DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect five (5) years after the Declarant is no longer vested with or controls title to any portion of the Development Area (“Declarant Rights Period”).

9.02 PROMOTION OF PROJECT: Subject to applicable ordinances of the Municipality, the Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, convenient, or incidental to the sale, leasing, marketing and/or construction of Homes on Lots or the development of the Premises, and (ii) construct and maintain model homes, business, sales or leasing offices, parking areas, advertising signs, lighting, flags, and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Development Area or at other properties in the general location of the Development Area which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have 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 fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Section 2.15.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction and/or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Common Area which the Declarant deems, in its sole discretion, to be necessary or advisable, convenient, or incidental to the sale, leasing, marketing and/or construction of Homes on Lots or the development of the Premises, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment, trailers, tools, and materials on the Premises without the payment of any fee or charge whatsoever and will not be considered a nuisance.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Common Area to the County, Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer, water lines and cable television, or any other utility services serving any Lot.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the managers, which persons may, but need not be, members under Section 5.02, of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof or (iv) such other date as may be prescribed under applicable statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable, in whole or in part. 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 or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMON AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a "Common Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Common Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Supplemental Declaration pursuant to Article 12 to withdraw and remove any portion or portions of a Common Area Lot from the Common Area, and (ii) require the Association to convey such portion or portions of a Common Area Lot which are so withdrawn and removed from the Common Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or construction or installation of a shed, outbuilding, deck, patio, terrace, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

ARTICLE 10 AMENDMENTS

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage

Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to remove real estate from the Premises and the terms of this Declaration, and (vii) to reflect a change in the Declarant's Development Plan. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Sections 2.15, 10.01, and Article 11, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees; (ii) the provisions relating to the rights of the Municipality may only be amended with the approval of the Municipality, (iii) any amendment which would result in a violation of the requirements of the Municipality's Subdivision Code shall not be effective, and (iv) until such time as the rights and powers of the Declarant under this Declaration terminate this Declaration may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE 11

FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following and these notices may be delivered by any means the Managers determines which is not contrary to the provisions of the Act:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Common Area or the Lot subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or the Lot subject to the First Mortgagee's mortgage;

(g) Notice of any default by the Owner of the Lot which is subject to the First Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration which (i) changes Article 6 or otherwise changes the method of determining the Common Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article 10, (iii) changes this Article 11 or any other provision of this Declaration or by

Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(ii) The withdrawal of the Premises from the provisions of this Declaration; provided, that, such consent of Eligible First Mortgagees shall not be required with respect to any action under (i) above which occurs as a result of any action taken pursuant to Article 12.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Premises or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article 4.

ARTICLE 12 ANNEXING/REMOVING PROPERTY

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to (i) annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises or (ii) remove certain portions of the Development Area from the Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Common Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". Any portion of the Development Area which is removed from the terms of this Declaration by a Supplemental Declaration shall be referred to herein as "Removed Real Estate". The Removed Real Estate may only include (i) a Lot planned to be improved with Home (as shown on the Declarant's Development Plan), provided that no portion of such Lot is Subject to Assessment hereunder, and (ii) portions of the Common Area, if any, which, in Declarant's sole and absolute determination, serve the Lots being removed. After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration or remove

portions of the Development Area from the Premises, provided that the consent the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained. If any portion of the Added Premises or Removed Real Estate, as the case may be, is owned by an owner other than the Declarant, then such owner shall join in the Supplemental Declaration for the purpose of making the Added Premises owned by it subject to this Declaration or removing the portion of the Removed Real Estate owned by it from the terms of this Declaration, as applicable.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to (i) either add portions of the Development Area to Exhibit B or (ii) remove from the Premises real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises or the Removed Real Estate as the Declarant deems necessary or appropriate.

12.03 SUPPLEMENTAL DECLARATION TO ADD PREMISES: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Common Area, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Each Added Lot shall be a Lot hereunder and each Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) The provisions of Article 3 shall be revised to add any new obligations or responsibilities of the Association or Owners of an Added Lot with regards to the maintenance, repair or replacement of the Added Common Areas, if any;

(d) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area, or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(e) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(f) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(g) Each Owner of an Added Lot which is Subject to Assessment hereunder shall be responsible for the payment of the Common Assessment pursuant to Section 6.02(e) or Section 6.08, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became Subject to Assessment hereunder.

12.04 SUPPLEMENTAL DECLARATION TO REMOVE REAL ESTATE: Upon the Recording of a Supplemental Declaration by Declarant which removes Removed Real Estate from the terms of this Declaration, as provided in this Article, then:

(a) Except as specifically provided in the Supplemental Declaration, none of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall apply to or affect any portion of the Removed Real Estate;

(b) The owner or owners from time to time of any portion of the Removed Real Estate shall not be members of the Association;

(c) The Supplemental Declaration may grant or reserve easements or covenants with respect to a portion of all of the Removed Real Estate or may impose upon a portion or all of the Removed Real Estate, the obligation to share in certain costs incurred by the Association which benefit such portion or all of the Removed Real Estate, as determined by the Declarant in its sole and absolute judgment; and

(d) The provisions of Section 9.08 shall apply to any Common Area Lot or portion thereof which is part of the Removed Real Estate.

ARTICLE 13 PARTY WALLS

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Homes shall constitute and be a "Party Wall", and the Owner of a Lot immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Lot, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep,

maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 **DAMAGE TO PARTY WALL:**

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Lot which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall, with prior notice to the Association and the Owner of the other adjoining Lot, forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Lot.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Lot which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Lots to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association as a Common Expense to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Managers may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Lot.

13.04 **CHANGE IN PARTY WALL:** Any Owner of a Lot who proposes to modify, rebuild, repair or make additions to any structure upon his Lot in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Lot and the Managers, in addition to meeting any other requirements which may apply including, without limitation, those of the Municipality. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant or the Original Declarant concerning the structural integrity of the Party Wall or either of the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to either of the adjacent Homes or improvements thereto.

13.05 **ARBITRATION:** In the event of a disagreement between Owners of Lots adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Managers and the decision of the Managers shall be final and binding.

ARTICLE 14
MISCELLANEOUS

14.01 **NOTICES:** Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 **CAPTIONS:** The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 **SEVERABILITY:** Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 **PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 **TITLE HOLDING LAND TRUST:** In the event title to any Lot is held by 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 Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against 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 the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 **WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES:** Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home

will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

14.07 **JURISDICTION.** This Agreement and its validity, enforcement and interpretation shall be governed by the law of the State of Illinois (without regard to any conflict of laws, principles) and applicable United States federal law.

[Signature Page Follows]

Dated: _____, 20____

DECLARANT:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Name: _____

Title:

I, JoAnne M. Bowers, a Notary Public in and for said County and State, do hereby certify that _____, as _____ for Pulte Home Company, LLC a Michigan limited liability company (the "Company"), 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 the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20____.

Notary Public

**EXHIBIT A TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

The Development Area

LOTS 1 THROUGH 57, BOTH INCLUSIVE, IN THE RESERVE AT THE BROOK SUBDIVISION OF LOTS 25 AND 26 IN COUNTY CLERK'S DIVISION OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF RESERVE AT THE BROOK SUBDIVISION RECORDED _____ AS DOCUMENT _____ ("RESERVE AT THE BROOK SUBDIVISION").

All in Northbrook, Illinois

04-06-400-055
04-06-400-059

**EXHIBIT A TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

**EXHIBIT B TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

The Premises

I. Lots:

Lots 1 through 53, both inclusive, in Reserve at the Brook Subdivision.

II. Common Area:

A. All portions of each Lot listed in Section I. above outside of the Home on the Lot.

B. Lots 54, 55, 56, and 57 in Reserve at the Brook Subdivision.

Addresses: Various addresses, all in Northbrook, Illinois.

**EXHIBIT B TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

**EXHIBIT C TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

Operating Agreement

[See attached]

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

**OPERATING AGREEMENT
OF
RESERVE AT THE BROOK TOWNHOME OWNERS' ASSOCIATION, LLC**

This Operating Agreement is entered into as of _____, 202___ in Schaumburg, Illinois, between Reserve at the Brook Townhome Owners' Association, LLC, an Illinois limited liability company (the "Association"), and Pulte Home Company, LLC, a Michigan limited liability company, its sole Member (sometimes referred to herein as the "Declarant").

- A. Articles of Organization for the Association were filed with the Secretary of State of Illinois on _____; and
- B. Declarant desires to set forth the terms and conditions governing the management, operation and affairs of the Association.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
NAME OF ASSOCIATION**

The full legal name of the Association is Reserve at the Brook Townhome Owners' Association, LLC.

**ARTICLE II
PURPOSE AND POWERS**

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members (as defined in 4.01 below) collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. This Operating Agreement is subject to the provisions of the Declaration for Reserve at the Brook Townhomes ("Declaration") recorded with the Office of the Recorder of Deeds for Cook County, Illinois, as amended or supplemented from time to time. All terms used herein (if not otherwise defined 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 Illinois Limited Liability Company Act ("Act"), the Declaration and this Operating Agreement.

2.03 TAX STATUS: It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

(as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III OFFICES

3.01 **REGISTERED OFFICE**: The Association shall have and continuously maintain in the State of Illinois 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 Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV MEETINGS AND ACTIONS OF MEMBERS

4.01 **MEMBERSHIP**: The Owner from time to time of each Lot shall automatically be a “Member” of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. The Declarant shall be the “Class B Member” with respect to Lots which it owns from time to time. Each Owner other than the Declarant shall be a “Class A Member” with respect to each Lot the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

4.02 **VOTING RIGHTS**: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a “Voting Member”, as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 **PLACE OF MEETING; QUORUM**: Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois, 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 representing at least twenty percent (20%) of the total vote shall constitute a quorum;

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

provided, however, that in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members (“First Meeting”) shall be held upon not less than twenty-one (21) days’ written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members (“Annual Meeting”) on the anniversary of the First Meeting, or at such other reasonable time or date (not more than sixty (60) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting 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 Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) 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.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Lot of the Member, if no address has been given to the Board or by using a “prescribed delivery method” (as defined in the Illinois Common Interest Community Association Act). A notice of meeting may include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Declaration, a Member who is not also a Manager (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

permitted by the Act, but in no event for a Member's material breach of this Operating Agreement, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V BOARD OF MANAGERS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of managers (the "Board"), which shall consist of three (3) persons (each a "Manager" and, collectively, the "Managers"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS MANAGER: Anything herein to the contrary notwithstanding, the Declarant shall be the sole Manager and sole member of the Board until the First Meeting.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

(a) Original copies of the Declaration, this Operating Agreement and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Illinois.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.

(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 First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the sole Manager. The two (2) candidates receiving the greatest number of votes shall each serve a two-year term and the candidate receiving the next greatest number of votes shall serve a one-year term. Thereafter, each Manager shall serve a two-year term. Each Manager shall hold office until his term expires or until his successor has been elected and qualified. Managers may succeed themselves in office. In all elections for Managers, each Class A Member shall be entitled to the number of votes equal to the number of Managers to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Managers to be elected times ten (10). Cumulative voting shall not be permitted for Class A Members; but cumulative voting shall be permitted for the Class B Member.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Manager, personally, by email, or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 **SPECIAL MEETINGS**: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Managers then serving.

5.07 **WAIVER OF NOTICE**: Before or at any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 **QUORUM**: A majority of the Managers 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, provided, that if less than a majority of the Managers are present at said meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present ("Board Action").

5.09 **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, this Operating Agreement, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) 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;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Area for which the Association is responsible under the Declaration and this Operating Agreement;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Common Expenses;

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

(f) To set, give notice of, and collect from the Members, Common Assessments and other assessments, as provided in the Declaration;

(g) To pay the Common Expenses;

(h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;

(i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;

(j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of this Operating Agreement;

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and

(l) To convey all or substantially all of the Association's assets to, merge with, or convert to, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Managers shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

5.11 REMOVAL OR RESIGNATION OF A MANAGER: Prior to the First Meeting, the Declarant may not be removed as Manager without the Declarant's written consent. After the First Meeting, any Manager may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Managers then serving at any Annual Meeting or at a special meeting called for such purpose. Any Manager may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Manager ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns or is removed may be appointed by a majority of the remaining Managers at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in this Operating Agreement, the Managers shall not be required to manage the Association as their sole and exclusive function and the Managers may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

Member shall have any right to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Managers shall perform the duties of the Manager in good faith, in a manner which the Managers believe to be in the best interests of the Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Declaration for provisions concerning limitations on the liability of Managers and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Manager for all acts performed by the Manager in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

5.15 UNANIMOUS CONSENT WITHOUT MEETING. Any action required or permitted by the Articles of Organization or this Operating Agreement or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all of the Managers then in office.

5.16 TELEPHONIC/ELECTRONIC MEETINGS. Any action required or permitted by the Articles of Organization or this Operating Agreement or any provision of law to be taken by the Board at a meeting may be taken through the use of any means of communication by which (a) all participating Managers may simultaneously hear each other during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating Manager and each participating Manager is able to immediately send messages to all other participating Managers.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Managers and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

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, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Declaration and this Operating Agreement as provided in the Declaration and this Operating Agreement.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(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.

6.04 **OFFICERS' COMPENSATION**: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 **BOARD COMMITTEES**: The Board may, by Board Action, designate one or more committees, each of which shall consist of two or more Managers, 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 thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law upon the Board or any individual Manager.

7.02 **SPECIAL AND STANDING 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 Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Manager to act as the liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Manager (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

committee (who need not be Managers) shall be appointed and removed from time to time by such chairman.

7.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her 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 CHAIRPERSON: Except as otherwise provided in Section 7.02 above, one member of each committee shall be appointed chairperson.

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 to such committee.

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 governance not inconsistent with the Declaration, this Operating Agreement or with rules adopted by the Board.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by this Operating Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In an emergency and 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.

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

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**: Prior to the First Meeting the fiscal year of the Association shall be a calendar year. At the First Meeting or at any Board meeting thereafter, the fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

9.02 **ANNUAL STATEMENT**: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

9.03 **SPECIAL STATEMENT**: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

- (a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and
- (b) The status and amount of any and all Capital Reserves.

9.04 **ASSESSMENT PROCEDURE**: Common Assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE X **TRANSFER OF MEMBERSHIP**

10.01 **MEMBERSHIP**: The Owner of each Lot shall automatically be a Member of the Association. There shall be one membership 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 a proposed change of ownership of a Lot within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Lot shall be invalid, null and void, and of no force and effect.

10.02 **NO VOLUNTARY DISSOCIATION**: Except as otherwise provided by Section 10.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XI **BOOKS AND RECORDS**

EXHIBIT D TO **DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

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 including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the Operating Agreement and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW: This Operating Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to its rules governing conflict of laws.

12.02 VALIDITY: The provisions of this Operating Agreement are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of this Operating Agreement is found to be invalid or unenforceable, such provision shall be deemed excised from this Operating Agreement without affecting the validity or enforceability of any of the remaining provisions hereof.

12.03 JURISDICTION AND VENUE: All disputes arising under or in connection with this Operating Agreement shall be resolved and disposed of by the federal and state courts located in the County where the Declaration is recorded, and the Association, Managers, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XIII AMENDMENTS

This Operating Agreement may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Managers then serving provided, that (a) no provision of this Operating Agreement may be amended or modified so as to conflict with the provisions of the Declaration or the Act, and (b) no provision of this Operating Agreement which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

(Signature Page immediately follows)

EXHIBIT D TO DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the first date set forth above.

ASSOCIATION:

Reserve at the Brook Townhome Owners' Association, LLC, an Illinois limited liability company

By: PULTE HOME COMPANY, LLC, a Michigan limited liability company, its Manager

By: _____
Name: _____
Title: _____

MEMBER/DECLARANT:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

Preliminary PUD Plan

[See attached]

**EXHIBIT D TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

**EXHIBIT E TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

Municipal Storm Water Restrictions

**VILLAGE OF NORTHBROOK - RESTRICTIVE COVENANTS AND
EASEMENT FOR STORM WATER DETENTION AREA**

1. THE AREA OF THE PROPERTY DESIGNATED ON THIS PLAT AS "STORM WATER DETENTION AREA" SHALL BE CONTINUOUSLY MAINTAINED IN A FIRST RATE MANNER BY OWNER OF THE RESERVE AT THE BROOK DEVELOPMENT (THE "PLANNED DEVELOPMENT") AND AN EASEMENT ON, UNDER AND ABOVE THE STORM WATER DETENTION AREA IS HEREBY GRANTED TO, AND FOR THE USE AND BENEFIT OF, THE PLANNED DEVELOPMENT FOR THE SOLE PURPOSE OF STORM WATER DETENTION AND DRAINAGE.
2. NO CHANGE SHALL BE MADE IN THE FINISHED GRADE OF THE LAND WITHIN THE STORM WATER DETENTION AREA, NOR SHALL ANY CONSTRUCTION OF ANY KIND WHATSOEVER BE ERECTED OR PERMITTED TO EXIST WITHIN THE STORM WATER DETENTION AREA THAT MIGHT MATERIALLY IMPEDE STORM WATER DRAINAGE THEREIN OR MATERIALLY REDUCE THE STORM WATER DETENTION CAPACITY THEREOF. TREES, SHRUBS, FENCES AND NORMAL LANDSCAPE PLANTING SHALL BE PERMITTED WITHIN THE STORM WATER DETENTION AREA ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE VILLAGE MANAGER OF THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS (THE "VILLAGE"). THE OWNER OF THE PLANNED DEVELOPMENT SHALL MAINTAIN A GRASS COVER ON THE SURFACE OF THE STORM WATER DETENTION AREA AND SHALL KEEP SUCH GRASS IN A NEAT AND TRIMMED CONDITION.
3. IN THE EVENT THE VILLAGE DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT PRIOR MAINTENANCE OF THE STORM WATER DETENTION AREA IS NOT PERFORMED AT ANY TIME, THE VILLAGE, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE OWNERS OF THE PLANNED DEVELOPMENT, MAY, BUT SHALL NOT BE OBLIGATED TO, ENTER UPON ANY OR ALL OF THE PLANNED DEVELOPMENT FOR THE PURPOSE OF PERFORMING MAINTENANCE WORK ON AND TO THE STORM WATER DETENTION AREA.
4. IN THE EVENT THAT THE VILLAGE SHALL CAUSE TO BE PERFORMED ANY WORK PURSUANT TO THESE PARAGRAPHS, THE VILLAGE SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF THE PLANNED DEVELOPMENT AN AMOUNT SUFFICIENT TO DEFRAY THE ENTIRE COST OF SUCH WORK OR ACTION, INCLUDING ADMINISTRATIVE COSTS, EITHER BEFORE OR AFTER SUCH COST IS

**EXHIBIT E TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

INCURRED. IF THE AMOUNT SO CHARGED IS NOT PAID BY THE OWNER OF THE PLANNED DEVELOPMENT WITHIN THIRTY (30) DAYS FOLLOWING A DEMAND IN WRITING BY THE VILLAGE FOR SUCH PAYMENT, SUCH CHARGE, TOGETHER WITH INTEREST AND COSTS OF COLLECTION, SHALL BECOME A LIEN UPON THE PLANNED DEVELOPMENT AND THE VILLAGE SHALL HAVE THE RIGHT TO COLLECT SUCH CHARGE, WITH INTEREST AND COSTS, AND TO ENFORCE SUCH LIEN AS IN FORECLOSURE PROCEEDINGS AS PERMITTED BY LAW.

5. NOTHING IN THESE PARAGRAPHS SHALL BE CONSTRUED TO CONSTITUTE A DEDICATION OF ANY PORTION OF THE STORM WATER DETENTION AREA OR OF THE PLANNED DEVELOPMENT TO, OR AN ACCEPTANCE THEREOF BY, THE VILLAGE.

6. THE VILLAGE SHALL BE UNDER NO OBLIGATION TO EXERCISE THE RIGHTS GRANTED IN THESE PARAGRAPHS EXCEPT AS IT SHALL DETERMINE TO BE IN ITS BEST INTEREST. NO FAILURE TO EXERCISE AT ANY TIME ANY RIGHT HEREIN GRANTED TO THE VILLAGE SHALL BE CONSTRUED AS A WAIVER OF THAT OR ANY OTHER RIGHTS.

7. THESE COVENANTS SHALL RUN WITH THE LAND IN THE PLANNED DEVELOPMENT AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNER OF THE PLANNED DEVELOPMENT, THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND GRANTEES AND ALL PARTIES CLAIMING BY, THROUGH AND UNDER THEM. ENFORCEMENT OF THESE COVENANTS MAY BE SOUGHT BY THE OWNER OF THE PLANNED DEVELOPMENT, ANY PERSON WITH AN INTEREST IN ANY OF SAID LOTS OF RECORD, OR THE VILLAGE OF NORTHBROOK BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION, TO COMPEL AFFIRMATIVE ACTION, OR TO RECOVER DAMAGES, AND AGAINST THE LAND TO ENFORCE ANY LIEN CREATED BY THESE COVENANTS.

**EXHIBIT E TO
DECLARATION FOR RESERVE AT THE BROOK TOWNHOMES**

Supplement(s)

APPROVED
RESOLUTION NO. 25-PC-10
VILLAGE OF NORTHBROOK PLAN COMMISSION

DOCKET NO. PCD-25-06
(3700 DUNDEE ROAD – THE RESERVE AT THE BROOK)

WHEREAS, an application has been filed by Venture 1 OLB, LLC (the “Applicant”) as contract purchaser of the property commonly known as 3700 Dundee Road (the “Subject Property”), and which is owned by The Catholic Bishop of Chicago, a corporation sole (the “Owner”), and

WHEREAS, the Applicant desires to develop the Subject Property as a 53-unit townhome planned development (“*Planned Development*”); and

WHEREAS, 3700 Dundee Road is designated as appropriate for Multi-Family up to 6 DUA uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, the Multi Family Residential Up To 6 Dwelling Units Per Acre (MF-6) land use designation is “...intended to provide areas for two-family dwelling units and townhomes at a density no greater than 6 units per acre. The MF-6 classification is intended to preserve the character of these lower density two-family dwelling unit and townhome areas and to allow the continued development of these areas”; and

WHEREAS, the Applicant previously submitted Docket No. PCD-24-13 which was reviewed by the Plan Commission and which the Commission adopted Plan Commission Resolution No. 25-PC-03 recommending approval of a zoning map amendment for the Subject Property (changing the zoning from IB to R-6), as well as special permit, subdivision variations, and concept plan/tentative plat approval of a proposed **53-unit townhome development**; and

WHEREAS, on April 8, 2025, the Board of Trustees approved Docket No. PCD-24-13, including a development concept plan for the Planned Development on the Subject Property, through the adoption of the following ordinances and resolution:

- 1) Ordinance No. 2025-24: An Ordinance Amending the Comprehensive Plan of the Village of Northbrook;
- 2) Ordinance No. 2025-25: An Ordinance Rezoning the property at 3700 Dundee Road and Amending the District Zoning Map;
- 3) Ordinance No. 2025-26: An Ordinance Granting a Special Permit for a Residential Planned Development;
- 4) Resolution No. 2025-R-45: A Resolution Approving a Development Concept Plan, a Tentative Plat of Subdivision, and Providing Conceptual Development Approvals

WHEREAS, the Applicant has applied for Final Development Plan and Final Plat of Subdivision approval for the Development in a manner consistent with a previously approved concept plan for the Subject Property; and

Resolution No. 25-PC-10
Docket No. PCD-25-06 – 3700 Dundee Road

WHEREAS, at the June 17, 2025, Plan Commission meeting, the Commission reviewed the 53-unit townhome Planned Development Final Plan and Final Plat application and determined that it complies with the Village of Northbrook Zoning Code, Village of Northbrook Subdivision and Development Code, and the approved Planned Development Concept Plan, and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, all testimony and written materials from the Applicant and members of the general public concerning this matter, including:

1. Village of Northbrook Plan Commission Application form & attachments received April 22, 2025, and all subsequent additions and revisions to these application materials and attachments.
2. All staff reports and attachments regarding this application.
3. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. Findings:

- A. Final Plan Compliance with Concept Plan. With respect to Docket No. PCD-25-06, the Plan Commission finds that the proposed final plan for the Planned Development is in substantial conformity with the approved concept plan for the Planned Development per the standards established in Subparagraph 11-603 D4(f)(2) of the Zoning Code.
- B. Final Plat in Compliance with Tentative Plat. With respect to Docket No. PCD-25-06, the Plan Commission finds that the proposed final plat of subdivision is in substantial compliance with the approved tentative plat of subdivision and satisfies the criteria established in the Village of Northbrook Subdivision and Development Code for approval of a final plat in the R-6 Multiple Family Residential District.

2. Recommendations: The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-25-06 based on the findings established herein, subject to the following conditions:

- A. Final Plan Approval. The Final Development Plan for the Subject Property, consisting of the following plans should be approved:
 - 1) Final Engineering Plans, prepared by Haeger Engineering, with most recent revision date of May 22, 2025.
 - 2) Final Landscape Plans, Dickson Design Studio, with most recent revision date of May 21, 2025;
 - 3) Building Elevation Plans, Pulte Group Design, with most recent revision date of February 10, 2025.

- B. Final Plat Approval. The Final Plat of Subdivision prepared by prepared by Haeger Engineering, with most recent revision date of May 22, 2025, should be approved.

3. Conditions: The relief recommended above should be conditioned upon the satisfaction of the following recommended conditions:

- A. Compliance with all Village Codes & Regulations. The proposed Development shall be required to meet all Village codes and regulations, including but not limited to the Zoning Code, the

Resolution No. 25-PC-10
Docket No. PCD-25-06 – 3700 Dundee Road

Village of Northbrook Subdivision and Development Code (1988), as amended, the Standards and Specifications for Public and Private Improvements Manual (2023), as amended, and all building, fire, and life-safety code requirements.

- B. Final Plan Approval. Prior to final plan approval of the Development by the Board of Trustees, the Director of Development and Planning Services and the Village Engineer must approve the documents in a form such that they are ready for Board of Trustees approval.
- C. Development Agreement. Prior to final plan approval of the Development by the Board of Trustees, the Village Attorney shall prepare a development agreement outlining the sequencing of the construction of necessary public and private improvements (including stormwater management measures), the obligation to pay all applicable school, park and library impact fees and the posting of all requisite performance guarantees for the development of the Subject Property as proposed. Such agreement shall be approved by the Board of Trustees and recorded prior to the commencement of construction on the Subject Property.
- D. Affordable Housing Covenant. Prior to final plan approval of the Development by the Board of Trustees, the Village Attorney shall prepare an Affordable Housing Covenant stating compliance with the requirements of Part III of Article IX of the Zoning Code, entitled “Affordable Housing in New Developments”, which is to be recorded with the Cook County Clerk’s Office.
- E. Declaration and Covenants. Building permits for the Subject Property shall not be granted until the declaration and covenants for the Subject Property have been approved by the Village Attorney and recorded with the Cook County Clerk’s Office.

ADOPTED THIS 17th day of June 2025.

AYES: (5) Braiman, DeBartolo, Karavitis, Morgen, Elisco

NAYS: (0)

ABSENT: (4) Halperin, Melnick, Sandler, Walden

ABSTAIN: (0)

/s/ Steven Elisco
Steven Elisco, Chairman
Northbrook Plan Commission

ATTEST:

/s/ Amy McEwan
Amy McEwan, Director
Development and Planning Services