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EXHIBIT

ATTACHED TO

0010041713

DOCUMENT NUMBER

1-17-01

SEE PLAT BOOK

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CERTIFICATE OF VILLAGE CLERK OF THE VILLAGE OF INVERNESS, COOK COUNTY, ILLINOIS

9552/0112 33 001 Page 1 of 10
2001-01-17 13:34:14
Cook County Recorder 275.00

I HEREBY CERTIFY that I am the Village Clerk of the Village of Inverness, in the County of Cook and the State of Illinois, am the keeper of the official records and corporate seal of said Village, and I do hereby certify that the copy of the Ordinance attached hereto and made a part hereof is a true and correct copy of the original Ordinance hereinafter described which copy was taken from and carefully compared with the original Ordinance entitled:

PLANNED UNIT DEVELOPMENT ORDINANCE

(RE: The Jung Property -
The Glens of Inverness.)

which was passed by the Board of Trustees of said Village at a duly called regular or special meeting held in the Village of Inverness on the 14 day of MARCH, 2000 and deposited and filed in the Office of the Clerk of said Village on said date and duly approved by the President and recorded by me in the Record of Ordinances of said Village as Ordinance No. 00-660.

I further certify that a quorum was present at said meeting and said Ordinance was passed on a roll call vote taken by yeas and nays and entered into the records as required by law.

I further certify that the original of said Ordinance is in the records of said Village on file in my office for safekeeping and that said Ordinance has not been amended or repealed.

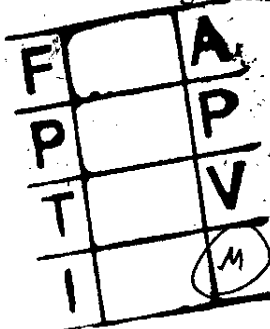
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 14 day of MARCH, 2000.

[SEAL]

Patricia Ledvina

Patricia Ledvina
Village Clerk, Village of Inverness

After recording, please return to:
Mr. James P. Bateman
Law Offices of James P. Bateman, Ltd.
5051 Shoreline Road
Barrington, IL 60010
Telephone (847) 381-7840



RECORDING FEE 275.00
DATE 1/14/01 COPIES 6
OK BY JJM

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7-12093
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VILLAGE OF INVERNESS

ORDINANCE NO. 00-660

PLANNED UNIT DEVELOPMENT ORDINANCE

(RE: The Jung Property - "The Glens of Inverness")

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE VILLAGE OF INVERNESS, ILLINOIS

THIS 14 DAY OF MARCH, 2000.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Inverness, Illinois, this
15th day of MARCH, 2000

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LIST OF EXHIBITS

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- Exhibit A - Preliminary Plan Prepared by Henderson & Bodwell Consulting Engineers, L.L.P., and last revised 12/16/99
- Exhibit B - Renderings of Temporary Sales Signs last revised 1/5/2000
- Exhibit C - Preliminary Engineering Plans and Specifications for On-Site and Off-Site Improvements Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. and last revised 1/4/2000
- Exhibit D - Form of Letter of Credit
- Exhibit E - Subdivision Entranceway Plans Prepared by Bloodgood, Sharp and Buster dated 1999
- Exhibit F - Preliminary Landscape Plan dated 12/29/99 and Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. on 1/3/2000
- Exhibit G - Open Space Restrictions and Conservation Easement
- Exhibit H - Architectural Review Standards

Property of Cook County Clerk's Office

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ORDINANCE NO. 2000-_____

PLANNED UNIT DEVELOPMENT ORDINANCE

(RE: Jung Property/The Glens of Inverness)

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WHEREAS, a petition and an application for a special use for a residential planned unit development for the property located at the southeast corner of Palatine Road and Barrington Road, commonly known as the Jung Property (hereinafter the "Subject Property"), has been filed with the Village of Inverness; and

WHEREAS, Palatine Road-Barrington Road, L.L.C. is the owner of record (hereinafter, "the Owner") of the following-described parcels, which are part of the Subject Property as hereinafter described:

PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 10 ACRES THEREOF) AND THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF, IF ANY, FALLING WITHIN THE SOUTH 60 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING:

EXCEPTION PORTION A:

THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 24 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 515.11 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 86 DEGREES 28 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 398.23 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 184.58 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 574.52 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 379.93 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 574.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 195.35 FEET TO THE POINT OF BEGINNING;

EXCEPTION PORTION B:

THE EAST 331.40 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24.

PARCEL 3:

ALL THOSE PORTIONS OF PALATINE ROAD AND BARRINGTON ROAD WHICH ARE ADJACENT TO THE PARCELS 1 AND 2 AND NOT WITHIN ANY MUNICIPALITY.

(Hereinafter, "the Subject Property")

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which Subject Property, consisting of approximately 149 acres generally lying South of Palatine Road, is identified by the following permanent property index numbers:

01-24-100-003 01-24-101-001
01-24-100-007 01-24-300-001
01-24-100-011
01-24-100-013
01-24-100-014

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; and

WHEREAS, the Corporate Authorities of said Village approved an Annexation Agreement with the Owner and the Developer of the Subject Property dated January 11, 2000 and have annexed the Subject Property, all upon such notices and related procedures as are required by the ordinances of the Village and the laws of the State of Illinois; and

WHEREAS, the Developer proposes to develop the Subject Property in two phases over a period of time; and

WHEREAS, the Corporate Authorities find that the development of the Subject Property within the Village as part of a planned unit development pursuant to the Annexation Agreement and in accordance herewith would better utilize and preserve the topographic and natural character of the site and would produce a development in conformity with the general character of the Village, all of which is consistent with the purpose and intent of the Zoning Ordinance of the Village, as amended; and

WHEREAS, the petitioner and the applicant for the proposed special use in the nature of a residential planned unit development for the Subject Property, and the present owner of record of the Subject Property, is Palatine Road-Barrington Road, L.L.C., located at 1301 W. 22nd Street, Suite 210, Oak Brook, Illinois, 60521; and

WHEREAS, the Petition and Application were referred to the Plan Commission of the Village which duly fixed times for and held public hearings upon the proposed special use for the Subject Property pursuant to the Zoning Ordinance of the Village, all upon such notices and related procedures as are required by the ordinances of the Village and by the laws of the State of Illinois, and have made to the President and Board of Trustees of the Village a recommendation concerning such classification; and

WHEREAS, the President and Board of Trustees of the Village, hereby find that the development of the Subject Property within the Village as part of the residential planned unit development as hereinafter provided would better use and preserve the topographic and natural character of the Subject Property and would produce a development in conformity with the general character of the Village, while encouraging the conservation of significant natural features, all of which is

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consistent with the purpose and intent of the Zoning Ordinance of the Village, as amended, and its Official Comprehensive Plan; and

WHEREAS, the President and Board of Trustees of the Village of Inverness do hereby further find that:

- (1) The planned unit development as hereinafter provided is in harmony with the general intent of the Comprehensive Plan of the Village, the Village Zoning Ordinance, and other ordinances of the Village; and
- (2) The planned unit development will be on a tract of land consisting of approximately 149 acres, more or less, which tract will be developed under common ownership and unified control; and
- (3) The uses permitted in said planned unit development are compatible to each other, and not detrimental to the use and enjoyment of nearby properties, will not cause appreciable injury or damage to other property, and are so designed, located and proposed as to protect the public health, safety and welfare; and
- (4) Adequate provision for drainage, utility services, access roads and other necessary facilities have been or will be provided, and the special use permit for a residential planned unit development herein granted is expressly subject to such matters; and
- (5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion on the public streets.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreement herein contained, the parties agree as follows:

SECTION 1: FINDINGS.

The President and Board of Trustees find that the facts stated in the preamble of this Ordinance are true and correct.

SECTION 2. AUTHORITY. This Planned Unit Development Ordinance (hereinafter "the Ordinance") is enacted pursuant to and in accordance with the provisions of 65 ILCS 5/11-13-1.1, et seq. of the Illinois Municipal Code and Section 5-6-1, et seq. of the Village of Inverness Village Code.

SECTION 3: ANNEXATION AGREEMENT. The special use permit in the nature of a residential planned unit development as herein granted is enacted pursuant to and is subject to all the terms and conditions of that certain Annexation Agreement by and among the Owner, the Developer, and the Village of Inverness dated January 11, 2000, the original of which is on file with the Village of Inverness Village Clerk and which is incorporated herein by reference as fully

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as if set forth herein. In the event of a conflict between this Planned Unit Development Ordinance and the Annexation Agreement, the Annexation Agreement shall govern and control.

SECTION 4: ZONING AND CLASSIFICATIONS.

The Subject Property is classified and zoned under the Zoning Ordinance of the Village of Inverness, and the Zoning Map which is part of that Ordinance, as amended, be and is hereby further amended by classifying and zoning the Subject Property as part of the A-1 Single Family Zoning District, provided, however, the use of the Subject Property shall also be subject to further conditions and restrictions of the Annexation Agreement, and the special use permit for a residential planned unit development as herein granted.

SECTION 5: INTERPRETATION.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Ordinance, as a whole and not solely to the particular portion thereof in which any such word is used. The word "may" means "may, but shall not be required to." and the word "including" shall mean "including, without limitation." The definitions set forth herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover genders. Any percentage of owners of units specified herein for any purposes, is to be calculated based upon the record ownership of each respective condominium unit with one owner per unit (with the signature of a majority of multiple owners of record sufficient and binding). If two or more units are owned of record by the same owner or owners, each unit shall be counted separately.

SECTION 6: SPECIAL USE PERMIT.

A special use permit is hereby granted to the Developer to develop and use the Subject Property as described above as a residential planned unit development, consisting of a total of two hundred ten (210) single-family detached condominiums, which development shall be in substantial compliance with the Preliminary Plan entitled "The Glens of Inverness Preliminary Plan" prepared by Henderson and Bodwell, Consulting Engineers, L.L.P., and last revised 12/16/99, a copy of which is attached hereto as Exhibit A and thereby made a part hereof, and also be subject to all the terms and conditions of this Planned Unit Development Ordinance and the Annexation Agreement. In the event of a conflict between this Planned Unit Development Ordinance and the Annexation Agreement, the Annexation Agreement shall govern and control.

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SECTION 7: EXHIBITS.

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The Subject Property shall be developed in substantial conformity with the following exhibits (hereinafter, the "Exhibits") which are on file with the Village Clerk, which are hereby incorporated by reference and which are thereby made part hereof:

- Exhibit A - Preliminary Plan Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. and last revised 12/16/99
- Exhibit B - Renderings of Temporary Sales Signs last revised 1/5/2000
- Exhibit C - Preliminary Engineering Plans and Specifications for On-Site and Off-Site Improvements Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. and last revised 1/4/2000
- Exhibit D - Form of Letter of Credit
- Exhibit E - Subdivision Entranceway Plan Prepared by Bloodgood, Sharp, and Buster and dated 1999
- Exhibit F - Preliminary Landscape Plan dated 12/29/99 and Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. on 1/3/2000
- Exhibit G - Open Space Restrictions and Conservation Easement
- Exhibit H - Architectural Review Standards

It is recognized that certain of the information or specifications of the Exhibits may consist of notations marked upon the Exhibits by authorized representatives of this Village and initialed by the Developer, and that such are an integral part of the Exhibits as approved by this Village. The originals of the Exhibits bearing such notations as initialed have been filed with the Village Clerk.

SECTION 8: LAND USE.

The only uses which may be established on the Subject Property are not more than two hundred ten (210) single-family detached condominium dwelling units located generally as shown on Exhibit A and developed as a condominium project subject to the Illinois Condominium Act pursuant to law, but excluding trailers or mobile homes (except for such temporary sales facilities permitted pursuant to Section 16 of this Ordinance). The development shall consist only of the following uses:

- (1) The Development may be platted in not more than two phases with a separate final plat of subdivision for each phase, which shall be approved and recorded. The first final subdivision plat shall be presented within one (1) year from January 11, 2000, which is the date upon which the Village of Inverness is deemed to have executed the Annexation Agreement. The final plat of subdivision for the second and last phase of this Development shall be presented to the Village for approval within five (5) years from January 11, 2000. The special use for a residential planned unit development for any portion of this Development which has not been subject to a final plat

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of subdivision within six (6) years from January 11, 2000 shall be null and void, but such portion of the Subject Property shall remain classified as part of the A-1 Zoning District within the Village of Inverness.

(2) The Village of Inverness hereby grants such zoning variations as may be consistent with the terms of this Ordinance and the Exhibits hereto and as are necessary to permit the Development consisting of two hundred ten (210) single-family detached condominium dwelling units in the A-1 Zoning District through the special use permit for a residential planned unit development as herein granted.

(3) Each such detached single-family condominium unit shall have not less than twenty-six hundred (2,600) square feet (one-story) and three thousand (3,000) square feet (two-story) of habitable area, excluding any basements, and in no event more than four thousand five hundred (4,500) square feet of habitable area, unless approved by the Board of Trustees. Not more than twenty-one (21) of such detached single family condominium units shall have more than four (4) bedrooms, and in no event shall any unit have more than five (5) bedrooms. For the purposes of this Ordinance, a bedroom shall be considered any room of 100 square feet or larger which has a closet.

(4) The detached single-family condominium dwelling units shall be located in the area identified on Exhibit A in light green or cross-hatching.

(5) The Developer shall be permitted to adjust building locations to conform with the natural configuration of the land, or to the type of improvement selected by the prospective purchaser thereof, but no such changes shall serve to decrease the required setbacks between individual homes, or the exterior setbacks, as herein defined.

(6) Each condominium dwelling unit within the Development shall include: (i) not less than two (2) enclosed parking spaces (garage), and (ii) not less than two (2) additional parking spaces located on the driveway area serving each such dwelling unit.

(7) The respective locations of the gatehouse(s) and electronic security gates shall be located and designed as shown on Exhibit A and on Exhibit E.

(8) There shall be an exterior setback requirement of not less than one hundred feet (100') from the existing North, South and East property lines of the Subject Property for any improvement other than landscaping, berming and detention areas.

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(9) All buildings shall be set back not less than thirty feet (30') and not more than ninety feet (90') from any private road as measured from the back of the curb to any part of the building. The actual front setback of any building shall not differ by more than fifteen feet (15') from the actual front setback from any adjacent building.

(10) There shall be a setback of not less than fifteen feet (15') between seventy-five percent (75%) of the condominium dwelling units and a setback of not less than twenty feet (20') between the remainder of the condominium dwelling units, except a thirty foot (30') setback between units shall be provided in every instance where utility lines are located between such units.

(11) A permanent setback shall be established for all buildings and other structures for one hundred feet (100') as measured from the centerline of Barrington Road.

SECTION 9: COMPLIANCE WITH CERTAIN INTERGOVERNMENTAL AGREEMENTS.

The special use for a residential planned unit development as herein granted for the Subject Property shall be subject to and conditioned upon:

(A) The extension to the Subject Property from the Village of Barrington of its water system and sanitary sewer system at the Developer's expense pursuant to the terms and conditions of the "Second Amended and Restated Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide Water and Sanitary Sewer Services to Certain Properties Within or to be Annexed to the Village of Inverness" dated February 8, 2000 (hereinafter, the "Second Amended and Restated Intergovernmental Agreement") and relating to water and sanitary sewer service for the Subject Property and compliance by the Developer with, among other things, all of the applicable provisions of said Second Amended and Restated Intergovernmental Agreement which provides for such water and sanitary sewer services to the Subject Property by the Village of Barrington on terms and conditions acceptable to both the Developer and the Village of Inverness, but the Village shall in no event be obligated to incur any costs of any nature out of its general corporate funds in connection with said sanitary sewer system or water supply facilities, now or in the future. Connections to the sanitary sewer system and water supply for the Development within the Village of Inverness shall be limited only to this Development unless otherwise agreed to by the Developer and the Village of Inverness Village Board.

(B) The special use herein granted for the Development of the Subject Property shall be subject to and conditioned upon the Developer's compliance with that Amended and Restated Intergovernmental Agreement

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between the Village of Inverness and the Village of South Barrington dated February 8, 2000, which Amended and Restated Agreement provided for, among other things, the disconnection of a portion of the Subject Property and the annexation thereof to the Village of Inverness.

SECTION 10: WATER AND SANITARY SEWER SERVICE.

(A) Each condominium dwelling unit within the Development shall be provided by the Developer and at the Developer's expense, with sanitary sewer service and potable water service, including fire hydrants for such services, which shall be operational for the entire phase, all prior to the issuance of any occupancy permit in the Development.

(B) The Developer shall comply with the terms of that "Second Amended and Restated Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide Water and Sanitary Sewer Services to Certain Property to be Annexed to the Village of Inverness dated February 8, 2000" pursuant to Section 9 hereof inasmuch as the Village of Inverness has, pursuant to such Second Amended and Restated Agreement requested that the Developer be allowed to connect to the Water and Sanitary Sewer Services System of the Village of Barrington pursuant to and in accordance with the terms of said Second Amended and Restated Intergovernmental Agreement.

(C) The Developer shall be required to construct at its own expense, the water and sanitary sewer service facilities relating to the Development. No cost for the construction of any of the water and sanitary sewer facilities for the Development shall be borne by the Village of Barrington or by the Village of Inverness, it being the intention that all such costs shall be paid by the Developer directly or from security provided to such villages for such purpose.

(D) No private wells and no individual sewage disposal systems shall be constructed on the Subject Property.

(E) Village of Barrington approval shall be obtained by the Developer for the preliminary and final engineering plans and specifications for the proposed sanitary sewer and water mains and related improvements necessary and required to serve the Subject Property consistent with the Intergovernmental Agreement, as amended. Notwithstanding anything contained in this Ordinance or in the Annexation Agreement to the contrary, to the extent that Exhibit C hereto is inconsistent with such engineering approvals by the Village of Barrington, such Exhibit C shall not limit the Village of Barrington in imposing conditions relative to such engineering approvals.

(F) The Development may be constructed in two (2) phases provided, however, that water and sanitary sewer service facilities for the Development in its entirety must be designed, reviewed and approved by the Village President and

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Village Engineer of the Village of Inverness and the Village Manager of the Village of Barrington, or his designee, prior to the commencement of any construction thereon and further provided that the following conditions are met:

(1) The construction of the initial phase within twelve (12) months after the last of all of the following conditions precedent has occurred: (i) approval by the Village of Barrington Village Manager, or his designee, of the final engineering plans and specifications for such water and sanitary sewer facilities, (ii) the issuance of written authorization to proceed with construction from said Village Manager, or his designee, and (iii) the issuance of all required permits for such facilities.

(2) A letter of credit in an amount sufficient to cover 125% of the estimated cost to complete the water and sanitary sewer service facilities required within the current phase of the development plus such other water and sanitary sewer service facilities for the Development as a whole which are necessary and required for the proper operation and functioning of that current phase, shall be deposited with the Village of Barrington by the Developers. Such letter of credit shall be in an amount approved by the Village of Barrington Village Manager, or his designee, and in a form approved by the Village of Barrington Village Attorney. Partial reductions in the Letter of Credit shall be made based on a reduction equal to 90% of the estimated cost of the work completed by the Developer and approved by the Village of Barrington Village Manager, or his designee, provided, however, at all times an amount equal to 125% of the estimated cost of uncompleted work shall remain covered by said Letter of Credit. Upon completion of the work and acceptance thereof by the Village of Barrington, the Letter of Credit shall be returned to the Developer; or

(G) The Developer shall have full responsibility and shall indemnify and hold harmless the Village of Inverness for all costs and claims or causes of action relative to or arising from the construction, maintenance, and continued operation of said facilities including replacement, repair and improvements thereto until such time as such sewer and water facilities are transferred to the Condominium Association for the Development. Thereafter, such Condominium Association shall have full responsibility and shall indemnify and hold harmless the Village for all costs and claims or causes of action relative to or arising from the construction, maintenance, and continued operation of said facilities including replacement, repair and improvements thereto. Repairs and improvements to said facilities, other than routine operational and maintenance repairs, shall require the prior written approval of the Village President or his or her designate.

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(H) Final plans and specifications for water and sanitary sewer service for the Development substantially in compliance with the preliminary engineering plans attached as Exhibit C shall be submitted to and approved by the President, the Village Engineer, and the designated representative of the Village of Barrington prior to the commencement of any construction on the Subject Property or the recording of the Declaration of Condominium for the Development. Final engineering plans for such on-site and off-site water and sanitary sewer improvements as necessary to service the Subject Property, including a looped water connection or such alternative plan as may be acceptable to both the Village of Barrington and the Village of Inverness, shall be submitted to and approved by the Village Engineer and the designated representatives of the Village of Barrington prior to the commencement of any construction on the Subject Property or the recording of any declaration of condominium for any portion of the Development.

SECTION 11: SPECIAL SERVICE AREA.

The Village shall have the right, but not be obligated, to form a Special Service Area for all of the Subject Property. Such Special Service Area shall be for the purpose of enabling the Village to repair, maintain, improve, and reconstruct any of the storm water drainage systems, water system, sanitary sewage system, private roads, perimeter landscaping, Open Space Areas and Conservation Easements which are within or which serve the Development and to pay any costs or expenses relative thereto within the Development if the Association fails to do so, and Developers and the Condominium Association will grant to the Village such easements for the aforesaid purposes as may be necessary and convenient, in the opinion of the Village Attorney and Village Engineer, to facilitate such purposes. Such special service area shall be authorized to levy at a maximum of 5%, provided, however, that no levy shall be made by the Village unless a certificate of occupancy has been issued for a building within the Development. In the event the Village elects to form such a Special Service Area, neither the Owners, the Developers, the Condominium Association, the condominium unit owners, nor their respective successors or assigns shall oppose the formation of such Special Service Area by petition or otherwise.

SECTION 12: EASEMENTS; UNDERGROUND UTILITIES.

(A) By the recording of the Declaration of Condominium, the Development shall be made subject to such easements as may be reasonably required by the Village Engineer and Village Attorney for the development of the Subject Property. The Subject Property shall also be subject to such easements, in favor of the Village of Inverness and the Village of Barrington as shall be reasonably necessary to permit (but not require) either or both of such villages to maintain such easements if the Condominium Association to be established by the Developer fails to maintain such easement areas and if

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either or both of such villages elects to do so as hereinafter provided. The substance and form of the language creating all such easements shall be approved by the Village Attorney and the Village Engineer prior to execution and recording.

(B) All electric, telephone, natural gas, cable TV, sewer and water lines shall be generally underground in easements provided for those purposes. Easements for such purposes and rights of access thereto shall be provided on the final plat in favor of the Village of Inverness, the Village of Barrington, and the appropriate utility companies, their respective officers, employees and agents. Such easement provisions shall prohibit the establishment of private driveways and the planting of trees within such areas.

SECTION 13: SITE DEVELOPMENT RESTRICTIONS.

(A) All substantial grading and excavation shall be limited to that necessary for the private roads, driveways, foundations, storm water retention or detention facilities, utilities, and any other grading and fill as may hereafter be specifically approved in writing by the Village President and the Village Engineer.

(B) Storm water detention and/or retention areas, wetlands, flood plain and flood prone, Open Space and Conservation Easement areas as shown on Exhibits A and C, shall be subject to such easements which benefit, among other parties, the Village, for the purpose of access to, maintenance of, and preservation of said areas if the Condominium Association to be created by the Developer fails to fulfill its respective obligations in that regard. The language of such easements shall be approved by the Village Attorney and shall be shown on or made part of the Declaration of Condominium for the Development.

(C) Storm water retention and/or detention facilities shall be provided in general conformance with Exhibits A and C and such facilities shall be constructed in accordance with the Village of Inverness Village Code. The existing storm water storage capacity of the Subject Property, including but not limited to the flood plain, flood prone areas, wetlands, Open Space Areas, and Conservation Areas shall not be diminished or impaired.

(D) There shall be no development, grading, filling, excavating or alteration of any kind upon any portions of the Subject Property within any storm water retention or detention areas, or within any wetland, flood plain, or flood prone areas, Open Space and Conservation Easement areas except as approved as part of Exhibits A and C or as may hereafter be specifically approved in writing by the Village President and the Village Engineer in the final engineering or in other documents.

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(E) If any field tile is destroyed, damaged or interrupted during the course of altering the Subject Property as permitted herein, said field tile shall be immediately repaired, replaced and/or re-routed to return it to its former operating condition so as not to interrupt the flow of water therein, unless based upon the written determination of the Village President, upon receiving the written recommendation of the Village Engineer, the tile should be abandoned.

(F) The Developer and Unit Owners of every portion of the Subject Property shall comply with all applicable provisions of the Erosion and Sedimentation Control Regulations of the Village of Inverness Village Code, as now in force and as amended from time to time.

(G) The Developer shall install, at its expense, a dedicated right-turn lane and left turn lane on Barrington Road at the Development entrance on Barrington Road, a dedicated right-turn lane on northbound Barrington Road at its intersection with Palatine Road, and in the event the necessary permits and approvals for such improvements cannot be obtained from the Illinois Department of Transportation, the Annexation Agreement, the annexation of the Subject Property, and the special use permit herein granted for the Development shall be null and void and of no further force and effect unless otherwise mutually agreed to by the Village and the Developer.

(H) At the Developer's expense, the entrance to the Development on Palatine Road shall be aligned with and directly opposite the New Abbey Drive, and dedicated left-turn lanes and a right-turn lane shall be installed at the Developer's expense on Palatine Road in connection therewith and in the event the necessary permits and approvals for such improvements cannot be obtained from the Illinois Department of Transportation, the Annexation Agreement, the annexation of the Subject Property, and the special use permit herein granted for the Development shall be null and void and of no further force and effect unless otherwise mutually agreed to by the Village and the Developer.

(I) An additional temporary entrance may be located along Barrington Road in the location indicated on Exhibit A, or at a location mutually agreed upon by the Village and the Developer and shall be permitted for access to models and to the temporary sales facilities as may be authorized pursuant to Section 16 hereof.

SECTION 14: ARCHITECTURAL DESIGN.

(A) The Developer, Condominium Association, Architectural Review Committee, and Unit Owners shall exercise their approval powers to be provided in the covenants and restrictions as hereinafter provided in order to achieve compliance with the following standards which are required: (1) There shall be no condominium unit within four hundred feet (400') of any other condominium unit with a substantially similar front elevation; (2) There shall be no condominium

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unit on Lots 1, 2, 4, 5, 6, 16 and/or 17 of the Development within four hundred feet (400') of any other condominium unit of the Development with substantially similar rear elevations; (3) Each unit shall also comply with the architectural standards set forth on Exhibit H attached hereto and thereby made a part hereof.

(B) A separate Architectural Review Committee shall be established to approve all building plans for each dwelling unit within the Development. Such committee shall consist of three members: one representative of the Developer and two representatives of the Village, consisting of the Village President, or his designee, and another representative of the Village President, chosen by the Village President until such time as an occupancy permit has been issued by the Village for every lot in the Development, and thereafter all three members shall be appointed by the Condominium Association. All building plans shall be subject to the approval of a majority of the respective architectural review committee. The Committee's review shall be subject to the architectural standards set forth on Exhibit H. Any determinations, decisions made by the representatives of the Village on said Architectural Review Committee shall be reviewable pursuant to the provisions of Section 32 of this Ordinance.

(C) After the issuance of the initial occupancy permit for any condominium dwelling unit within the Development, no addition, nor any expansion of the footprint, height, or bulk of such dwelling unit shall be permitted.

SECTION 15: SIGNS.

(A) The Developer may erect two (2) double-sided temporary development sales and identification signs, each such sign not to exceed thirty-two square feet in display surface area. The location and appearance of such signs shall be as shown on the drawings which are attached hereto as Exhibit B and shall in no event be located within any right-of-way. Such signs shall be removed from the premises five (5) years from January 11, 2000, or when Developer's sales activities terminate, whichever first occurs.

(B) The Developer may construct and the Condominium Association for the Development may maintain not more than two (2) permanent entrance monuments at each of the two (2) entrances to the Development, which may be located on each side of each entranceway within easements for that purpose, but such monuments shall not be located within any right-of-way, which entrance monuments shall be maintained as part of the Common Elements of the Condominium Association. Such entrance monuments shall be of the style, design, material and dimensions all as shown on Exhibit E. The signage on such monuments shall state only, "The Glens of Inverness" and may be externally illuminated, but the installation of such lighting shall be subject to the reasonable approval by the Village President, or his designate at the time of installation.

of such lighting, and such lighting shall in any event be permanently removed within thirty (30) days of a written request by the Village President to the Developer or to the Condominium Association to do so. Each such entrance monument shall be the responsibility of the Condominium Association to maintain and repair, and in the event said Association fails to do so, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to all the condominiums units within the Development, which liens may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law to collect any and all expenses thereby incurred.

SECTION 16: TEMPORARY SALES OFFICES.

The Developer may maintain one sales office of the development, either in a trailer or in a model home, and such sales facilities may be served by a temporary access on Barrington Road located as shown on Exhibit A, on the condition that the Developer is able to obtain the necessary permits and approvals for such access and further provided, however, any such office shall be located, landscaped and maintained to the reasonable satisfaction of the Village President pursuant to a site plan approved in advance by the Village President. Any trailer used for this purpose shall be served by an adequate internal and self-contained water and sewer system, or a well and septic system which shall be adequate under Village ordinances to serve such use, or by water and sanitary services provided by the Village of Barrington. Any sales office shall be removed from the Subject Property on or before five (5) years from January 11, 2000, or when Developer's sales activities terminate, whichever occurs first.

SECTION 17: COVENANTS AND RESTRICTIONS OF RECORD.

Developer shall record, as a part of the final plat of the Development and as part of the Declaration of Condominium for the Development, the following covenants and restrictions to run with the land, which shall be submitted to the Village Attorney for approval prior to execution and recording and which shall include, but need not be limited to, the following provisions, which shall also constitute the terms and conditions of this Ordinance:

(A) No owner of any unit shall cause or allow any erosion to occur on the Subject Property which is in violation of Village ordinances or which the Village may reasonably deem detrimental to either public or private property or to the safety and welfare of the residents of the Village.

(B) No building shall be erected or maintained on the Subject Property for manufacturing, industrial or business purposes, nor shall any noxious or offensive trade be carried on upon any portion of the Subject Property.

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(C) No dwelling unit shall have, establish, or maintain direct driveway access to Palatine Road or Barrington Road and all dwelling units shall only have access to interior roadways.

(D) No building shall be erected or maintained on the Subject Property except a building designed as a single-family detached condominium dwelling unit and equipped for occupancy as a private residence by a single family and except a gatehouse(s). Trailers and mobile homes shall be and are hereby prohibited on the Subject Property, except for a temporary sales office as provided for in Section 16.

(E) No detached accessory buildings or fences on the Subject Property, except for such perimeter security fencing, if any, as may be approved by the Village as part of the Final Landscaping Plan for the Subject Property.

(F) Decks and patios shall be part of the Limited Common Elements and all the decks and patios for each separate condominium unit shall not exceed 600 square feet in the aggregate and shall also be consistent with the Declaration of Condominium.

(G) Unless otherwise specifically directed by the Village of Inverness, the Condominium Association shall be responsible for the control or erosion and the maintenance of landscaping, including grass, within the Common Elements, and unless otherwise specified herein, such maintenance responsibility shall also include all maintenance of drainage structures located in such Common Elements. Prior approval from the Village President must be obtained before making any alterations or changes of a permanent nature in such areas. If the Condominium Association fails to fulfill said responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to said Common Elements and on the title to all the units within the Development. Such lien may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the Condominium Association, the Developer, and/or owners of all the condominium units in the Development. Any such lien shall be subordinate to any first mortgage lien.

(H) The Condominium Association to be created by the Developer shall hold title to and be responsible for the maintenance of all of the respective storm sewers, storm water management facilities, drainage easements, and Open Space Areas and the Conservation Easements which are part thereof within the Development, unless otherwise directed by the Village. Portions of the Open Space Areas shall be subject to a conservation easement for

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maintenance and preservation benefiting, among other parties, the Village, substantially in the form attached hereto as Exhibit G and thereby made a part hereof.

(I) Roof drainage from individual dwelling structures shall be directed onto splash blocks, or into "dry well" type facilities as directed by the Village Engineer. Sump pump discharge shall be directed to "dry well" type facilities.

(J) The Condominium Association shall be responsible for the control of weeds and other undesirable vegetation located upon the Subject Property and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.

(K) No part of the Subject Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an inconspicuous place.

(L) No stables or other quarters shall be erected, maintained or used on any part of the Subject Property for stabling or accommodating any horses, cattle, swine, sheep, bees or fowl, and no horses, cattle, swine, sheep, bees or fowl shall be maintained on any part of the Subject Property.

(M) No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any part of the Subject Property at any time.

(N) No owner of any part of the Subject Property shall cause or permit any truck, trailer, mobile home, recreational vehicle, boat or horse carrier, snowmobile, or similar vehicle to be parked or stored on the Subject Property, except when enclosed in a building or garage existing for that purpose, and if stored outside, further excepting a period not to exceed six (6) hours within a thirty (30) day period and then for the sole purpose of loading, unloading, or cleaning said truck, trailer, mobile home, recreational vehicle, boat or horse carrier, snowmobile, or similar vehicle.

(O) No swimming pools shall be permitted on any part of the Subject Property. For the purposes of this Ordinance, a swimming pool is defined as a receptacle for water or an artificial pool of water intended for the purpose of immersion or partial immersion therein of human beings, which has a depth at any point of more than three feet (3') and which has a diameter or a width or dimension which is greater than eight feet (8').

(P) No dwelling unit shall hereafter be erected on the Subject Property unless in conjunction therewith there is constructed a hard surface driveway in accordance with applicable Village ordinances, with parking space

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thereon available for at least two (2) vehicles. After installation and approval by the Village Engineer, drainage facilities shall not be altered with regard to their course or carrying capacity by installation of such driveway or for any other purpose.

(Q) For the purposes hereof, any property line adjoining any private street shall be the "front line" or "front yard". No building, breezeway, garage or any other structures other than the required hard surface driveway, mailbox and post light shall be erected or permitted nearer said lot lines than that which is allowable under the building, zoning and other applicable laws and regulations of the Village of Inverness as modified by this Ordinance. At the time a building permit issues for corner sites, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such site for purposes of application of all other ordinances of the Village of Inverness.

(R) No private vehicles shall be continuously parked on the private streets, but shall be kept on the driveway of the dwelling units, it being the intent to prevent obstruction of the streets by continuous parking thereon.

(S) No visible oil or gas tank for fuel or other purposes shall be erected or maintained on any part of the Subject Property.

(T) No advertising, sign, or billboard, including "For Sale" or "For Rent" advertising signs, shall be erected or maintained on any part of the Subject Property; except, however, (1) a sign, not exceeding 2 feet x 3 feet in area, may be erected during the construction of a residence, displaying the name of the general contractor and/or architect, which sign shall be removed immediately after completion of the house; and (2) provided, however, that the Developer, its successors or assigns may erect and maintain two (2) temporary sales and identification signs specified in this Ordinance; (3) the Condominium Association to be created by the Developer may each erect and maintain two (2) entranceway monuments at each entranceway within easements established for the purpose in compliance with all applicable ordinances of the Village of Inverness, but no such monument shall be located within or encroaching within any public right-of-way.

(U) Calcium chloride, or similar chemical compounds, shall not be used on the roads, driveways or on other paved surfaces on the Subject Property. No chemical fertilizers and other chemical lawn care products shall be used on any part of the Open Space or Conservation Areas.

(V) All of the Subject Property made subject to this Declaration shall continue to be subject to these covenants and restrictions perpetually unless the owners representing two-thirds (2/3) in number of all units in the Subject Property and the Village of Inverness shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement, signed, approved and acknowledged by such owner or owners and by the Village of Inverness stating that such restrictions, or portions thereof, shall become ineffective prior to the end of such period, in which event such restrictions, or those specified in such written statement, shall become ineffective on the date stated in such written statement.

(W) Each covenant and restriction set forth herein shall be for the benefit of all unit owners as well as for the benefit of the Village. Each owner, the Condominium Association and/or the Village shall have the right to enforce these covenants and restrictions. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any other person or persons owning any real property situated in the Subject Property to prosecute any proceedings at law or in equity against such parties, their heirs, successors or assigns, to enforce such covenants or restrictions and either to prevent such person or persons from so doing, or to recover damages for such violations, or both.

(X) After the recording of the Declaration of Condominium for the Development, the Developer shall form a Condominium Association, requiring that all owners of condominium dwelling units within the Development be members and pay dues and assessments to the Condominium Association. Past-due dues and assessments will be secured by a lien on the appropriate condominium unit.

(Y) Unless otherwise specifically directed by the Village President of the Village, the Condominium Association shall be responsible for control of erosion and the maintenance of the landscaping (including maintaining and mowing grass and cutting weeds). The Condominium Association shall also be responsible to maintain those private roads, curbs and gutters, entranceway monuments, storm sewers, storm water detention and retention areas, including the drainage and detention storage capacity thereof as designed, storm drains, culverts, pipes, and swales, ponds, and Open Space Area and Conservation Easements which shall be part of the Common Elements of the Development. Prior approval from the Village President must be obtained before making any alterations or changes of a permanent nature in such areas or the improvements located therein. If the Condominium Association fails to fulfill said responsibilities, (or if the owner(s) of any condominium unit fail to pay such dues or

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assessments), the Village may, but shall not be obligated to, do so, and the costs thereof may be recorded as a lien in equal shares on the title to all the condominium units within the Development, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the respective owner or owners of record and/or against the association.

(Z) Unless otherwise specifically directed by the Village of Inverness, the Condominium Association shall be responsible for the control of erosion and the maintenance of such landscaping as allowed, including grass, within the Village and utility easements, which are part of the Common Elements for the Development. The Condominium Association shall be responsible for the maintenance of all such easements, and all improvements located thereon, which are part of the Common Elements. In the event the Condominium Association fails to fulfill said responsibilities, the Village may, but shall not be obligated to, do so and the costs thereof may be recorded as a lien on the title to said Common Elements, as well as on the title to the individual condominium units within the Development in question, which lien may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action at law against the owner, Association, and Common Elements, and the individual condominium units.

(AA) Whenever, in the provisions of this Ordinance, in the Annexation Agreement, or in the Declaration of Condominium, or within the covenants, restrictions and easements to be recorded pursuant hereto, where the Developer and/or Condominium Association and/or the Developer or owners of an individual condominium unit are given the financial and functional responsibility for any aspect of the Development, there shall be provided an easement and/or restriction of record in favor of the Village of Inverness, as part of a recorded declaration or otherwise, which shall provide that if the Condominium Association fails to fulfill any such responsibility, the Village shall have the right, but not the obligation, to fulfill such responsibility, and the costs thereof may be recorded as a lien on the title to Common Elements of the Subject Property, as well as on the title to the individual condominium units, as the case may be, which liens may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action at law against the Condominium Association and against the owners of the individual condominium units.

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SECTION 18: LANDSCAPING.

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(A) The Developer shall install landscaping substantially in compliance with the Preliminary Landscaping Plans and Specifications attached hereto and thereby made a part hereof as Exhibit F, and the final landscaping plans which shall be approved in advance, in writing, by the Village President or his designee.

(B) The Village shall have the right, but not the obligation, to retain at the Developer's expense, a landscape architect who shall, in that event, review and approve all landscaping to be installed by the Developer pursuant to this Ordinance.

(C) Developer shall take such reasonable and necessary precautions to preserve and protect all trees of good size and health now upon the premises except for such trees which are within or may be impacted by the private roads, detention facilities or building envelopes as shown on Exhibit A.

(D) If more than 30% of the existing live, healthy, mature trees in the Development are removed prior to or during construction of the homes in the Development, the Developer shall plant replacement trees (having a three-inch caliper, as measured twenty-four (24) inches above the ground line, and referred to herein as "Replacement Trees") to bring the total number of trees to 70% of the number which originally existed. For a period of one year after planting, the Developer shall replace any existing trees or Replacement Trees which die within such period, with additional Replacement Trees. The species of Replacement Trees shall be one of those specified in the final landscaping plans as approved by the Village President.

(E) All drainage swales and ditches shall be planted by Developer with grass and/or other appropriate vegetation which will inhibit erosion.

(F) All landscaping as shown on the final landscaping plans approved by the Village President to be turned over to the Condominium Association shall be in healthy condition, as approved by the Village President at the time of acceptance of the Common Elements by the Condominium Association.

(G) Perimeter landscaping and entrance gates must be completed by the Developer after the roads for the first phase are constructed and prior to the issuance of any final certificates of occupancy for any building within the Development.

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SECTION 19: ENGINEERING PLANS AND SPECIFICATIONS.

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(A) Prior to the commencement of any construction on the Subject Property or the recording of the Declaration of Condominium for the Subject Property, final engineering plans and specifications for all required on-site and off-site improvements, including but not limited to site grading, the storm drainage system, storm water detention and retention areas, and the right-of-way improvements in substantial compliance with this Ordinance, in substantial compliance with the Preliminary Engineering Plans and Specifications for On-Site and Off-Site Improvements which are attached hereto and thereby made a part hereof as Exhibit C, and all applicable ordinances of the Village, shall be approved by the Village President, and the Village Engineer, and the designated representative of the Village of Barrington relative to the sewer and water improvements.

(B) "As built" final engineering plans and specifications for the Development shall be submitted as early as practical after completion and such bench marks as required by the Village Engineer shall be shown thereon and such "as built" plans shall in any event be provided to the Village prior to the final release of the letter of credit for the Development as hereinafter described.

(C) The Developer agrees to complete those portions of the improvements which the Village requires in order to insure contiguity and proper service for the public improvements as to each phase of the Development for which final plat approval is sought. The portion of the public improvements which the Developer shall complete for each development phase for which final plat approval is sought shall also include completion of those portions of the off-site public improvements, such as detention and retention areas and streets, water main and sanitary sewer connections, and any emergency looped water connections or approved alternative plans, to the extent necessary as determined by the Village Engineer applying sound engineering practices. The letter of credit for each such phase, in accordance with this Ordinance, shall be furnished by the Owner for any such necessary off-site public improvements in addition to on-site public improvements for that particular phase.

(D) U.S. Army Corps of Engineers and Illinois Department of Natural Resources-Office of Water Resources approval, or "no permit" letters shall be obtained by the Developer for all improvements required or proposed for the Development as shown on the final engineering plans and specifications to be approved for the Development by the Village of Inverness. The Village of Inverness shall not be obligated to approve any plat of subdivision or any final engineering for the Subject Property unless and until the Village of Inverness has terminated the consultation process with the Illinois Department of Natural Resources as provided for by 520 ILCS 10/11 and 525 ILCS 30/17.

(E) All required improvements in the Development for a particular phase (the parties acknowledge that the Development may be developed in two separate phases) shall be completed on or before two (2) years from the date of the

Village's approval of the final Plat of Subdivision for that phase, in substantial compliance with this Ordinance and the Exhibits hereto, and the final engineering plans and specifications approved by the Village Engineer for the entire Development and all applicable ordinances of the Village, unless such time is extended by the action of the corporate authorities of the Village of Inverness.

SECTION 20: REQUIRED IMPROVEMENTS.

(A) Direct access from the Subject Property to Palatine Road and Barrington Road shall be limited to one private access and entrance road on Palatine Road and one private access and entrance road on Barrington Road (except for the temporary access for models and temporary sales facilities as authorized pursuant to Sections 13 and 16 hereof, and also excluding the existing access for the Harris property), all as shown on Exhibit A. No other private driveways or private roads shall exit directly onto Palatine Road or Barrington Road.

(B) All required improvements within the Development, other than the final road surface course, and fine grading and landscaping, shall be completed in accordance with the applicable ordinances of the Village of Inverness and this Ordinance and the Exhibits hereto, prior to the issuance of any occupancy permits within the Development, except that the Village agrees to issue temporary occupancy permits if weather does not permit installation of the same subject to the Developer posting adequate security.

(C) Gate House(s) and Security System: A gate house controlling vehicular access to the proposed Development at the main entrance on Palatine Road, together with electronically controlled gates, and electronically control gates at the secondary entrance on Barrington Road (together with a second gatehouse if the Developer so elects) shall be constructed by the Developer at the locations shown on Exhibit A, and the architectural style, signage, design of such gate houses shall be in substantial conformance with Exhibit E to this Ordinance. The gatehouses and related improvements shall be part of the Common Elements to be maintained by the Condominium Association.

(D) Streets:

(1) All streets, cul-de-sacs, driveways, and parking areas within the Development shall be privately owned and shall be included within the Common Elements and shall be owned and maintained by the Condominium Association to be formed by the Developer. Curbs and gutters shall be required.

(2) The Village shall not be responsible for the maintenance, repair or replacement of the private streets, cul-de-sacs driveways, and/or parking areas in the Development, nor for the accessibility

thereof, nor shall the Village ever be obligated to accept dedication thereof. Snow plowing, repairing and maintenance of said private streets, cul-de-sacs, driveways and/or parking areas shall be the responsibility of the Developer, until said facilities have been transferred to the Condominium Association as Common Elements, and thereafter said Association shall have such responsibilities.

(3) All private streets shall be constructed to a width of twenty-seven feet (27') as measured from back of curb to back of curb with an M.3 rollover curb. Except as otherwise indicated by this Ordinance, all private streets shall otherwise comply fully with the standards of the Subdivision Regulations of the Village of Inverness.

(4) The private streets in the Development shall, in any event, be subject to such access easements in favor of the Village of Inverness, or other applicable governmental authorities, and their agents and employees, as necessary for police and fire protection, and other emergency services.

(E) The Developer hereby requests that the Village Board of the Village of Inverness provide such police services as the Village deems necessary for traffic and parking regulation of the streets and cul-de-sacs within the Development pursuant to Section 11-209.1 of the Illinois Motor Vehicle Code. The Village shall have the right, but shall not be obligated, to provide such traffic and parking regulation as it deems fit. The Developer, for itself and its respective successors and assigns, hereby agree not to rescind such request. The Developer shall erect any traffic signs within the Development deemed necessary by the Village's Board of Trustees for traffic regulation provided pursuant to this sub-paragraph.

SECTION 21: LETTER OF CREDIT.

Prior to any construction within the Development, and prior to the issuance of any building permit within the Development, the Developer shall cause to be posted with the Village a letter of credit as hereinafter described to assure that adequate funds will be available to the Village to complete the required improvements for the Development if the Developer shall fail to so install on or before two (2) years from the date of final plat approval, or to such extended date as approved by the corporate authorities of the Village from time to time. Such letter of credit shall meet the following requirements:

(A) It shall be an irrevocable letter of credit issued by a bank or other financial institution reasonably acceptable to the Village President;

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(B) The letter of credit shall be in an amount approved by the Village Engineer, representing 125% of the estimated cost of such required improvements within that phase of the Development plus such other off-site improvements as are necessary and required for the proper operation and functioning and completion of the Development as a whole and of that phase of the Development in particular, all as shall be depicted on the final engineering plans and specifications as approved by the Village President and the Village Engineer for this Development;

(C) The letter of credit shall be in substantially in the form attached as Exhibit D, and in a final form approved by the Village Attorney;

(D) The letter of credit shall provide that it will remain in force even though there have been amendments or modifications to the project for which it was issued;

(E) The letter of credit shall by its terms not expire until at least sixty (60) days after written notice of expiration has been sent by the issuer to the Village;

(F) The letter of credit shall provide that if the issuer fails to honor the Village's demand for payment under the terms of the letter of credit, the issuer will be responsible for the attorneys' fees and other costs which may be incurred in enforcing collection;

(G) Partial reductions in the letter of credit shall be made based on a reduction equal to 100% of the estimated cost of the work completed by the Developer and approved by the Village Engineer and Village President, provided, however, that said letter of credit shall at all times be in an amount equal to 125% of the estimated cost of uncompleted work;

(H) Upon completion of all improvements by the Developer and approval thereof by the Village, and upon acceptance of said improvements by the Condominium Association for the Development, the letter of credit shall be promptly returned to Developer;

(I) The letter of credit shall also include an amount equal to an additional reserve of twenty-five percent (25%) for the cost of inflation and maintenance of said improvements and for contingencies relative to said improvements until they are accepted by the Condominium Association for the Development;

(J) In lieu of the letter of credit as described above, the Developer may establish with a mutually satisfactory financial institution a cash escrow in an amount sufficient to cover 150% of the estimated cost to

complete such improvements required within the Development, plus such other off-site improvements required for the entire Development which are necessary and required for the proper operation and completion thereof. Such cash escrow shall be in an amount approved by the Village Engineer and in a form prepared by the Developer's attorney and approved by the Village Attorney. Partial payouts in the cash escrow shall be made based on a reduction equal to 80% of the estimated cost of the work completed by the Developer and approved by the Village Engineer and Village President, provided, however, at all times an amount equal to 100% of the estimated cost of uncompleted work shall remain in said cash escrow. Upon completion of all improvements by the Developer, approval thereof by the Village, and acceptance thereof by the Condominium Association, any remaining balance in said cash escrow shall be returned to Developer;

(K) Each such letter of credit shall include such amounts as are determined by the Village Engineer to be reasonable necessary for all silt and erosion and sedimentation control and sedimentation measures as may be necessary to protect the Open Space Areas and Conservation Easements (consistent with the Village of Inverness Village Code) on the Subject Property during development.

(L) Notwithstanding anything contained in this Ordinance to the contrary, to the extent that the Village of Barrington requires the Developer to post, and the Developer has in fact posted, a letter of credit for off-site and/or on-site sewer and water improvements for a particular phase of the Development, the Village President may approve a like reduction in the amount of the letter of credit to be posted with the Village of Inverness for that phase of the Development.

SECTION 22: REIMBURSEMENT; CASH ESCROW ACCOUNT.

Developer also agrees to reimburse the Village for all fees, costs, and expenses incurred by the Village in connection with the annexation and rezoning of the Subject Property. The Developer shall also be required to establish a cash escrow account with the Village in an amount determined by the Village President to provide for the reimbursement to said Village for all staff and outside consultants' time required to review and approve the development and related documents, including engineering plans and specifications and inspections thereof. Charges will be made to the account for actual time spent by various staff members and/or for reasonable charges invoiced to the Village by outside consultants in connection with all such reviews, approvals and inspections. If such an account becomes substantially depleted during the pendency of their development, the Developer shall be required to make additional deposits in such amounts as determined by the Village.

President to cover future expenses. Upon completion and acceptance of the public improvements, which are part of such Development, any funds remaining on deposit will be returned to the Developer.

SECTION 23: EXISTING ORDINANCES, MORE RESTRICTIVE REQUIREMENTS.

(A) All existing ordinances of the Village of Inverness and said ordinances as they may be amended from time to time shall be applicable to the Subject Property. If, during the existence of this Ordinance, the provisions of the existing ordinances and regulations of the Village which relate to the development, subdivision, construction of improvements, buildings, appurtenances, and all other development of any kind and character on the Subject Property, are amended or modified in any manner so as to impose more stringent requirements on the development, subdivision and/or construction on the Subject Property, than those required by this Ordinance, then such increased requirements shall be effective as applied to the Subject Property so long as such changes are applied non-discriminatorily throughout the Village on all similarly zoned parcels and to all future developments in the Village and the Subject Property shall enjoy the same "grandfather" rights for legal nonconforming uses as are applicable to other similarly zoned parcels within the Village.

(B) However, no amendment to the Village of Inverness Zoning Ordinance shall apply to those portions of the Subject Property subject to the special use permit for a residential planned unit development as herein granted for a period of six (6) years from January 11, 2000 in the event that such amendment(s) would affect the density, setbacks, bulk requirement and height restrictions of this special use or said Zoning Ordinance in such a manner which would prevent the development of the Subject Property in accordance with the special use permit for a residential planned development herein granted, and in the event of such amendment(s), the Village shall promptly grant such variations as may be necessary to enable the completion of this Development in accordance with the terms and conditions of the special use permit herein granted.

(C) The Developer agrees that nothing contained herein is intended to limit the ability of the Village to adopt new or different ordinances, regulations and/or fees of any kind whatsoever during the term of existence of this Ordinance and such ordinances, regulations and/or fees shall apply to the Subject Property so long as they are non-discriminatorily applied throughout the Village on all similarly zoned parcels and to all future developments in the Village.

SECTION 24: ANNEXATION FEES.

The Developer, its successors or assigns, agrees to pay to the Village, as a contractual obligation pursuant to the Annexation Agreement and this Ordinance, Annexation Fees of Three Thousand Dollars (\$3,000.00) per dwelling as follows:

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(A) One Thousand Five Hundred Dollars (\$1,500.00) per dwelling unit shall be paid to the Village prior to approval of the first building permit for any dwelling unit in the Development; and

(B) Another One Thousand Five Hundred Dollars (\$1,500.00) shall be payable to the Village at the time of issuance of each building permit for each dwelling unit within the Development.

SECTION 25: SCHOOL IMPACT FEES.

As additional Annexation Fees payable as a contractual obligation pursuant to the Annexation Agreement and this Ordinance, the Developer shall pay to Community Unit School District No. 220 (the "School District") School Impact Fees for each unit prior to or at the time that the building permit for that dwelling unit is issued as evidenced by a receipt from the School District, which School Impact Fees shall be based upon the following schedule:

Dwelling Units with Three (3) Bedrooms or Less	\$2,100.00 Per Unit
Dwelling Units with Four (4) Bedrooms	\$3,000.00 Per Unit
Dwelling Units with Five (5) Bedrooms or more	\$3,900.00 Per Unit

The Developer acknowledges that the School District may expend these monies on the purchase of land, buildings and/or any capital improvements, which means on any improvement that is treated as a capitalized expense by the School District according to generally accepted governmental accounting principles.

SECTION 26: HEIGHT LIMITATION.

Each of the allowed dwelling units shall be limited to a maximum height as specified in the Village of Inverness Zoning Ordinance. No free-standing tower or antenna of any kind for any purpose shall be erected or maintained within the Development.

SECTION 27: ANNEXATION TO INVERNESS PARK DISTRICT.

The Developer shall use its best efforts to cause the Subject Property to be annexed to the Inverness Park District, provided, however, that said annexation shall be contingent upon disconnecting said property from any other park district in which it may now be located and further contingent upon establishing contiguity with the Inverness Park District without any fees or land donation requirements. Unless annexation is impossible, unless disconnection is refused by any other park district or districts, or unless such annexation is refused by the Inverness Park District, annexation must be accomplished prior to issuance of any occupancy permit within the Development. If such disconnection is required, the Developer shall make all reasonable efforts to secure such disconnection prior to the issuance of any occupancy permit within the

Development. During the existence of this Ordinance, the Subject Property shall not be voluntarily annexed to any park district other than the Inverness Park District.

SECTION 28: CERTIFICATES OF OCCUPANCY.

Developer's inability, due to adverse weather conditions, to install hard surface driveways, service walks, common element sidewalks, stoops, landscaping and final grading, shall not delay the issuance of a temporary certificate of occupancy. The Village shall have the right to require the posting of security, on issuance of such temporary and conditional certificate of occupancy, in order to ensure completion of such uncompleted items. Temporary and conditional certificates of occupancy shall also not be delayed in the event of adverse weather conditions or force majeure which prevent construction of final surface courses on private drives.

SECTION 29: GRADING; MODELS; SALES OFFICE; SIGNS.

Developer shall have the right only after the Village Board's approval of the final plat of subdivision for a particular phase of the Development, approval in writing of the final engineering, plans and specifications by the Village Engineer and the Village of Barrington for the Development as a whole, and after the posting of the letter of credit for such phase as required by this Ordinance, to commence site grading and to construct six (6) single-family model homes, a sales facility, and appurtenant water and sanitary facilities all as authorized and approved pursuant to Section 16 of this Ordinance, and temporary advertising signs, and entrance monuments as authorized and approved pursuant to Section 15 of this Ordinance, but only after all of the respective permits and approvals for each such item have been issued at the same time as temporary sales signs as authorized by this Ordinance are installed on the Subject Property. Internal directional signs indicating locations of models and sales office areas shall be of a design and placed at such locations within the Development as approved by the Village President.

SECTION 30: MUTUAL ASSISTANCE.

(A) The Village and the Developer shall do all things reasonably necessary or appropriate to carry out the terms and provisions of the Annexation Agreement and this Ordinance and to aid and assist each other in carrying out the terms and objectives of the Annexation Agreement and this Ordinance and the intentions of the Village and the Developer as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the compliance by the Village and the Developer with the terms and provisions of the Annexation Agreement and this Ordinance.

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and as may be necessary to give effect to the terms and objectives of the Annexation Agreement, this Ordinance, and the intentions of the Village and the Developer as reflected by said terms.

(B) The Village and the Developer shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State, County or local) financial or other aid and assistance required or useful for the construction or improvement of property and facilities in and on the Subject Property or for the provision of services to residents of the Subject Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water detention facilities, including the exercise of the Village's power of eminent domain by counsel selected by the Village to obtain such sanitary sewer and/or water and/or storm sewer easements as may reasonably be necessary for the Development, provided, however, any obligations for mutual assistance and cooperation, including but not limited to exercise of its eminent domain authority, as set forth in this Section and by this Ordinance and the Annexation Agreement shall be subject to the expressed condition that no expense shall be incurred by the Village unless the Village is promptly reimbursed by the Developer or such expense is paid directly by the Developer at the discretion of the Village.

SECTION 31: TRANSFER OF SPECIAL USE PERMIT.

The special use permit for a residential planned unit development granted by this Ordinance and all the rights, privileges, duties, and obligations thereunder shall be personal to the Developer and shall not be assignable or voluntarily transferable by said Developer, without the express written consent of the Corporate Authorities of the Village (which consent shall not be unreasonably withheld), which Corporate Authorities shall have the right to approve any developer to which said special use permit, or a portion thereof, is assigned. Such consent shall not constitute an amendment to this Ordinance or to the Annexation Agreement and shall be approved without the requirement of notice at a public meeting. However, the obligations, undertakings and guarantees specifically made hereunder by the Developer shall continue in full force and effect and shall not be affected insofar as the Village is concerned by any sale, transfer or assignment of any interest in the Subject Property.

SECTION 32: REVIEW OF ADMINISTRATIVE DECISIONS.

Wherever, in the provisions of this Ordinance, approval authority has been delegated to the Village President, Village Engineer, Village Attorney, Architectural Review Committee, or any other officer, employee or agent of the Village, any interested party shall have the right to have any such decision reviewed, and a final determination relative thereto made.

by the corporate authorities of the Village. Such review by the corporate authorities shall not require any notice except as required by the Illinois Open Meetings Act.

SECTION 33: SEVERABILITY CLAUSE.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or the Annexation Agreement, or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or the Annexation Agreement, or any part thereof. The corporate authorities of the Village of Inverness hereby declare that it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 34: TERM OF ORDINANCE.

The term of this Ordinance and the special use permit herein granted shall be perpetual unless and until amended, repealed, or terminated pursuant to the terms hereof and said Ordinance shall continue in full force and effect notwithstanding the expiration of the term of the Annexation Agreement. This Ordinance shall be binding upon and inure to the benefit of the parties hereto, all successor owners of record and all developers of all or any part of the Subject Property and any successor municipal authorities of said Village and successor municipalities. The terms and conditions of this Ordinance shall constitute a covenant running with the land.

SECTION 35: ENFORCEMENT REMEDIES.

The Village, the Owner, and/or the Developer, and/or their respective successors or assigns, may enforce and compel the performance of this Ordinance or any provision thereof either at law or in equity by suit, mandamus, injunction, declaratory judgment or other court procedure. In the event Developer fails to pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance, or if they are otherwise in default in their obligations under this Ordinance, and have been notified of and failed to cure such default as provided below, the Village may remedy such default and the costs so incurred by the Village shall constitute a lien against the entire Subject Property, which lien may be foreclosed in the same manner as other statutory liens. The Village shall also be entitled to pursue all remedies at law or in equity, in addition, may decline to issue any building and/or other permit or approvals required by this Ordinance or the other ordinances of the Village until the Developer, and/or its successor or assigns, have complied with the terms hereof, provided that the Village

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has provided Developer with written notice thirty (30) days to cure. In any action to enforce this Ordinance or the Annexation Agreement; the prevailing party shall also be entitled to recover attorneys' fees and costs of suit.

SECTION 36: AMENDMENT BY MUTUAL CONSENT.

The Village and the Developer and/or its respective successors and assigns may by mutual consent agree in writing to amend the terms and conditions set forth in this Ordinance. However, only the written approval of the Village and the owner in interest of the property affected by such amendment shall be required. No purported oral amendment to this Ordinance shall be binding or enforceable.

SECTION 37: RECORDATION; BINDING EFFECT.

This Ordinance shall be filed of record with the Office of Recorder of Deeds of Cook County, Illinois, and shall be construed as a covenant running with title to the Subject Property and shall inure to the benefit of and be binding upon the Village, the Developer and its respective successors and assigns, including but not limited to, any entity acquiring a financial interest in the Development.

SECTION 38: INDEMNIFICATION OF THE VILLAGE.

The Village agrees to cooperate with Developer, its successors and assigns, in defending any action which contests the annexation and/or the zoning of and special use granted for the Subject Property as provided herein and/or any aspect of this Ordinance or the Annexation Agreement. However, all costs, including the attorneys' fees (of separate counsel selected by the Village) and its costs of litigation incurred by the Village in connection therewith shall be paid for by the Developer or reimbursed to the Village by the Developer. The Developer, and its successors and assigns, shall and do hereby agree to indemnify and hold harmless the Village, its officers, employees and agents, for any claims, causes of actions, or litigation resulting from the approval of this Ordinance, from the approval of the Annexation Agreement, or from the rezoning, special use and variations as granted herein, including attorneys' fees and other costs of defense.

SECTION 39: NOTICES.

Unless otherwise specifically provided for herein, all notices, requests, and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested or sent via overnight courier as follows:

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TO THE VILLAGE: Village Administrator
Village of Inverness
1400 Baldwin Road
Inverness
Palatine, IL 60067

WITH A COPY TO: Law Offices of James P. Bateman, Ltd.
5051 Shoreline Road
Barrington, IL 60010
Attention: James P. Bateman
(847) 381-7840

TO THE DEVELOPER: Palatine Road-Barrington Road, L.L.C.
1301 W. 22nd Street
Suite 210
Oak Brook, Illinois, 60521

WITH A COPY TO: Schain, Burney, Ross & Citron, Ltd.
222 N. LaSalle Street
Suite 1910
Chicago, IL 60601-1102
Attention: Thomas R. Burney
Telephone: (312) 332-0200

Notices shall be deemed received, in the case of hand delivery, when actually received; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and, in the case of overnight courier, the day following deposit with the courier.

SECTION 40: NOTICE OF DEFAULT.

Except as otherwise specifically provided for herein, no party shall be deemed to be in default under this Ordinance until it has received a notice which details the failure of the party alleged to be in breach, and the failure is not remedied within thirty (30) calendar days after receipt of such written notice.

SECTION 41: EFFECTIVE DATE.

This Ordinance shall be and remain in full force and effect from and after the date of its passage, approval and publication as required by law, but the Developers as herein identified shall file an unequivocal written acceptance and approval of this Ordinance in the form set forth on page 34 hereof not later than thirty (30) days after the passage hereof, or this Ordinance shall be null and void and of no further force or effect.

SECTION 42: PUBLICATION IN PAMPHLET FORM

The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

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Presented, read and passed by the President and Board of Trustees of the Village of Inverness, Cook County, Illinois, on a roll call vote at a duly called special or regular meeting of the Board of Trustees on the 14th day of March, 2000, and deposited and filed in the Office of the Clerk of said Village on said date.

ROLL CALL VOTE:

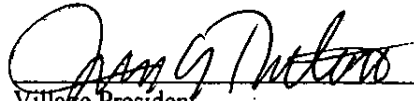
YEAS: Fleming, Neal, Post, Polk

NAYS: NONE


ABSENT: Ryan, Gallagher

ABSTAIN NONE


APPROVED by the Village President of the Village of Inverness, Illinois, this 14th day of MARCH, 2000


Village President,
Village of Inverness

ATTEST.


Village Clerk,
Village of Inverness

Recorded in the Record of Ordinances of the
Village as Ordinance No. 00-660


Village Clerk,
Village of Inverness

PUBLISHED IN PAMPHLET FORM THIS 15th DAY OF MARCH, 2000.

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ACCEPTANCE

The undersigned hereby accept the terms and conditions of the foregoing Ordinance. This Acceptance and Approval may be executed in two or more counterparts, each one of which may be considered as a duplicate original and as a single document.

DEVELOPER AND OWNER OF RECORD:

PALATINE ROAD-BARRINGTON ROAD, L.L.C.
BY FOREST BROOK INC. MANAGING DIRECTOR

By: Dennis Cortesi
Its: PRES

ATTEST: Wayne Rodgers

STATE OF ILLINOIS)

COUNTY OF DeKalb) ss.

I, Sally Annette Flanagan a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis A. Cortesi as the President and Wayne S. Rodgers as the Vice President of the PALATINE ROAD-BARRINGTON ROAD, L.L.C. are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of the Trustee as aforesaid, for the uses and purposes therein set forth, including release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 2000.

Sally Annette Flanagan
Notary Public



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EXHIBIT A

0010041713

Preliminary Plan Prepared by Henderson & Bodwell Consulting Engineers, L.L.P.,
and last revised 12/16/99

Property of Cook County Clerk's Office

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EXHIBIT B

Renderings of Temporary Sales Signs last revised 1/5/2000

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EXHIBIT B

RENDERINGS OF TEMPORARY
SALES SIGNS LAST REVISED
1/5/2000

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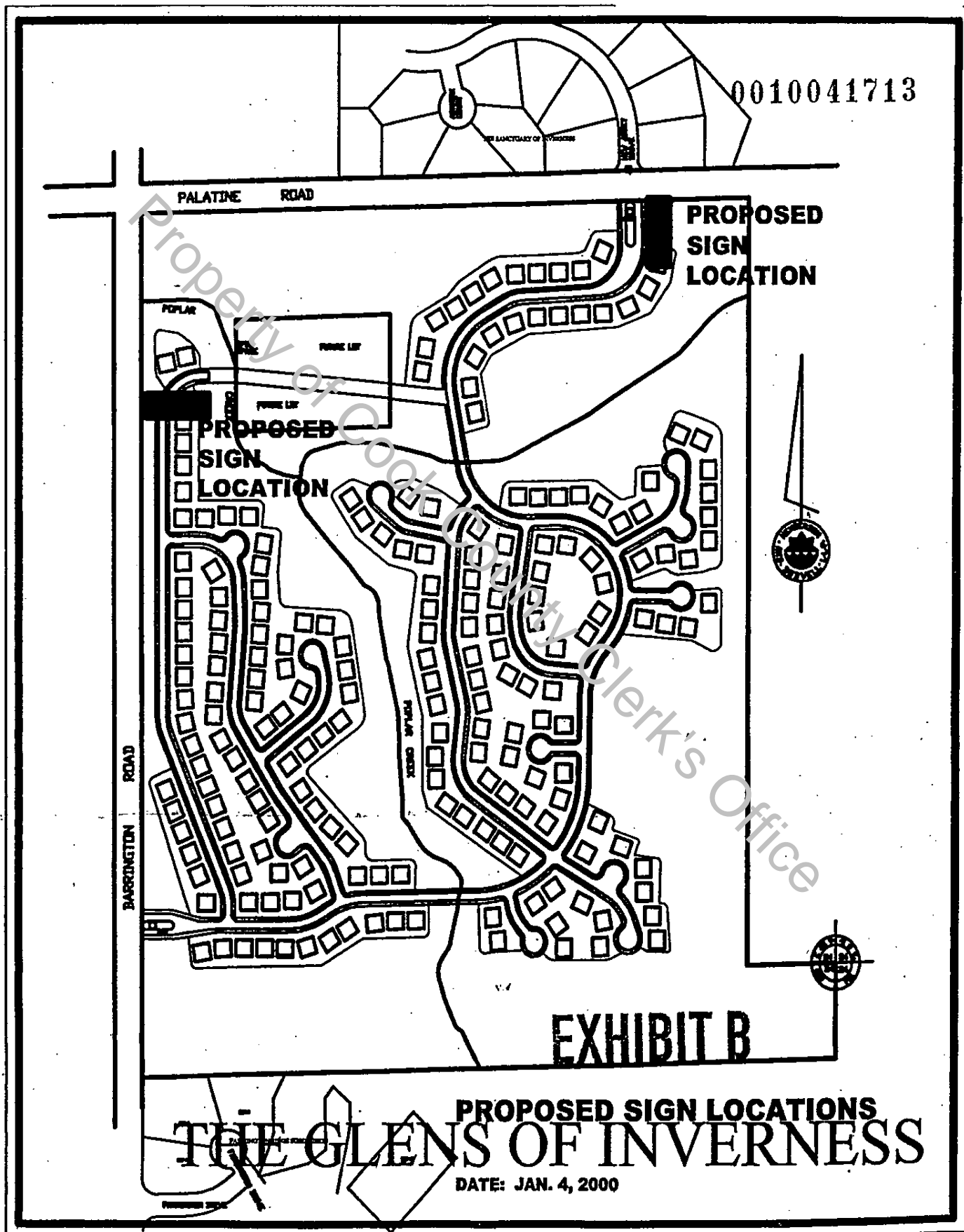


EXHIBIT B

THE GLENS OF INVERNESS

DATE: JAN. 4, 2000

EXHIBIT C

0010041713

Preliminary Engineering Plans and Specifications for On-Site and Off-Site Improvements Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. and last revised 1/4/2000

NOTATION:

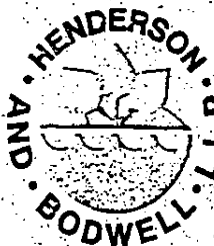
Paul H. Ulatowski's letter of 1/6/2000 is attached to and made part of these Preliminary Engineering Plans and Specifications

Approved by Palatine Road-Barrington Road, L.L.C.

By: Wayne S. Rodgers

Property of Cook County Clerk's Office

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CONSULTING ENGINEERS

124 WEST DIVERSEY
ELMHURST, ILLINOIS 60128-1102
630-834-8408 • FAX 630-834-0329

0010041713

PARTNERS

Russell S. Bodwell
James R. DeLand, Jr.
Paul H. Ulatowski
Brian McMorrow

January 6, 2000

SENIOR ASSOCIATE

Steven L. Smet

ASSOCIATES

William R. Bodwell
Charles R. Becker, P.L.A., C.L.A.
Virginia F. Pachay, P.L.A.
Steven R. Pennington, P.S.
Richard A. Young, A.I.C.P.
Thomas J. Kurachio
Richard K. Evans
Gary L. Kolba, P.L.S.
Kurt K. Ager, P.L.S.
Mark Engelen

Mr. Curt Carver
Village of Inverness
1400 Baldwin Road
Inverness, IL 60067

Dear Curt:

I am in receipt of the December 30, 1999, letter from the Illinois Department of Natural Resources ("IDNR") addressed to the Village of Inverness relative to the endangered species consultation on the Glens of Inverness property. We have reviewed with our client, Barrington Road and Palatine Road, LLC, the IDNR recommendations for this site, and by this letter, on behalf of our clients we advise you that our client intends to comply with, and that the plan as currently presented to the Village does comply with all of the recommendations on pages two and three of IDNR's letter, with one exception. We will not be able and do not intend to provide a 100-foot buffer from all wetlands areas. We have proposed a variable setback from the wetlands with the minimum setback of 50 feet and in many locations the setbacks are greatly in excess of 100 feet.

Thus, we believe that the Glens of Inverness can be built in accordance with the requests of the Illinois Department of Natural Resources and the U.S. Army Corps of Engineers for this property. We have been and will continue to maximize the buffer from the wetland in all locations. Please note, however, that due to the fact the creeks themselves were defined as wetland, we are not proposing to provide the 100-foot along the creek.

Please feel free to deliver this letter to IDNR as a response to their letter. If you or IDNR have any further questions or require any other information from me, please do not hesitate to call.

Yours truly,

Paul H. Ulatowski, P.E.
Partner

PHU/cmi
(glensidn.phu)

cc: H. James Fox, Esq.
Dennis Cortesi

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EXHIBIT D

IRREVOCABLE LETTER OF CREDIT NO. _____

0010041713

DATE: _____

TO: Village of Inverness, Cook County, Illinois (hereinafter sometimes referred to as "Beneficiary").

1. At the request of Palatine Road-Barrington Road, L.L.C., an Illinois corporation (hereinafter referred to as "Customer"), the _____ (hereinafter referred to as "Issuer") hereby establishes in your favor as Beneficiary our Irrevocable Letter of Credit No. _____ (hereinafter sometimes referred to as "Credit").

2. This Irrevocable Letter of Credit No. _____ is in the amount of _____, which such amount or part thereof is available for negotiation of your draft at sight drawn upon the Issuer at such time or times on or before _____, 20__ (hereinafter referred to as the "expiration date") or on or before any extension of said expiration date as hereinafter provided, and in such increments (not to exceed _____ in the aggregate) as you the Beneficiary may determine, provided, however, the Customer or the Issuer shall notify the Village Clerk, by certified mail, return receipt requested, at least sixty (60) days prior to said expiration date that said Letter of Credit is about to expire. In no event shall this Letter of Credit or the obligations contained herein expire, except upon such written notice, it being expressly agreed by the Customer and the Issuer that the above expiration date shall be extended as shall be required to comply with this notice provision.

A. All drafts so drawn must be:

i. Marked as drawn under our Irrevocable Letter of Credit No. _____; and

ii. Specify the amount payable to the Beneficiary; and

iii. Accompanied by a certificate of the Village President [or Village Administrator] which shall:

a. Contain a finding that this Letter of Credit is about to expire and has not been renewed or that the Customer is in default in connection with its obligations to timely and fully complete, maintain and repair on or before _____, 20__ any of the following described public improvements to be constructed within the subdivision (commonly known as The Glens of Inverness Subdivision) located within the corporate boundaries of the Beneficiary:

streets (including, but not limited to, all areas marked on the final plat as "HEREBY DEDICATED," which such areas constitute the right of way or streets and other public improvements), on-site and off-site public water supply, sanitary sewers, storm sewers, drainage facilities and improvements, erosion control landscaping and any and all other public improvements all as provided on the final plans and specifications on file with the Beneficiary or its Village Engineer; and

iv. Accompanied by the original of this Irrevocable Letter of Credit No. _____, which must be delivered by Beneficiary to Issuer who shall endorse the Credit in the amount of the applicable draw and indicate that the Credit has been accordingly reduced or canceled if the full amount has been drawn in the aggregate.

3. A. Funds obtained by the Village by demand under this Credit shall be placed by the Village in a separate account to be used only for the completion of said improvements and for the other aforesaid purposes and for costs of any kind relating to such purpose, including attorneys' fees;

B. The balance of this Credit not used by the Village, if any, shall be returned to the Issuer within 365 days from date of payment of such funds to the Village, unless the Village has certified to the Issuer within said 365-day period that the remaining funds are inadequate to complete all said improvements.

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4. This Credit and all drafts drawn under and in compliance with the terms hereof will be duly honored on delivery of the documents as specified if negotiated on or before _____, 20___. We confirm this Credit and undertake hereby that all drafts drawn and negotiated as provided herein will be duly honored by us. This Credit shall remain in effect without regard to any default in payments of any sum owed Issuer by Customer and without regard to any other claim which Issuer may have against Customer.
5. As Issuer, we agree to deliver to you as Beneficiary, written notification advising you of the expiration date (_____, 20__) of this Credit. Such notification shall be served no more than one hundred twenty (120) days nor less than sixty (60) days prior to _____, 20__ and shall be served upon the Village Clerk personally or by certified mail, return receipt requested. The failure of Issuer to notify the Beneficiary as aforesaid shall also constitute presentment of a draft by the Beneficiary to the Issuer on the expiration date in the full amount remaining in this Credit the same as if the Beneficiary had presented a draft to the Issuer accompanied by this Credit and by an appropriate certificate finding that the Customer is considered to be in default all as provided in Paragraph 2 hereof. In such event, pursuant to the provisions of this Paragraph 5, the Issuer hereby agrees to pay to the Beneficiary on the expiration date, the then amount of the Credit without the necessity of any other or further action by the Beneficiary at any time; provided, however, payment shall be considered to have been made by the Issuer to the Beneficiary on the expiration date if the amount secured by this Credit in force at such time is held by the Issuer on account for the Beneficiary which amount or any part thereof may be withdrawn at any time on or after the expiration date upon written request of Beneficiary.
6. This Credit may be reduced in amount at any time during the term hereof by delivery to Issuer of a copy of this Credit and of a copy of a certificate of the Village Administrator or Village President, providing that, for whatever reason, this Credit is to be reduced in amount, setting forth the new amount, and affixed to the certificate shall be the consent of the Customer to such reduction. Upon delivery of the aforesaid document, Issuer shall thereupon endorse a copy of this Credit to reflect the reduction and the new amount of this Credit and shall deliver said copy of this Credit as endorsed to you as Beneficiary. It is our understanding that the amount of this Letter of Credit may be reduced from time to time for public improvements completed by the Customer and approved by the Village Administrator or the Village President, based upon sworn contractors' affidavits and waivers of lien also approved by the Village Administrator or the Village President, but in no event shall this letter of credit be reduced below that amount required to complete all remaining work on the aforesaid public improvements as estimated by the Village plus twenty percent (20%) of the original amount of this Letter of Credit.
7. In the event either you, as Beneficiary, or the Customer, prior to the expiration date of this Credit, delivers to Issuer this Credit, in and for the amount then in effect, and a copy of a resolution of your corporate authorities, certified by your Village Clerk, indicating that there is no further need for the existence of this Credit, then Issuer shall thereupon place a cancellation legend on the face of this Letter and deliver the same to the Customer.
8. Issuer represents and warrants to Beneficiary that this Credit is issued in accordance with and Issuer is in compliance with any and all applicable laws and rules and regulations including, but not limited to, the "Application of Lending Limits to Standby Letter of Credit" provisions of Interpretive Ruling 7.1160 of the Comptroller of the Currency of the U.S.A., and Issuer further represents and warrants to Beneficiary that it has the full power and authority to issue this Credit.
9. Issuer further agrees that this Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and agreements for The Glens of Inverness subdivision as aforesaid, without notice from said Village of such amendments or modifications.
10. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.
11. Issuer hereby undertakes and engages that all demands made in conformity with this Credit will be duly honored upon presentation. If, within ten (10) days of the date any demand made in conformity with this Credit is presented, we fail to honor same, we agree to pay all attorney fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Credit.
12. Each provision of this Irrevocable Letter of Credit No. _____ shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Irrevocable Letter of Credit No. _____ shall be prohibited by or be held invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Irrevocable Letter of Credit No. _____.
13. This Irrevocable Letter of Credit No. _____ is binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

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THIS IRREVOCABLE LETTER OF CREDIT NO. _____ HAS BEEN EXECUTED ON THE DATE SET FORTH
OPPOSITE THE SIGNATURE OF ISSUER'S DULY AUTHORIZED OFFICERS BUT IS AND SHALL BE EFFECTIVE AS OF
THE ____ DAY OF _____ 20____.

DATED: _____

("ISSUER")

BY _____

Property of Cook County Clerk's Office

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EXHIBIT E

Subdivision Entranceway Plans Prepared by
Bloodgood, Sharp and Buster Dated 1999

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EXHIBIT F

0010041713

Preliminary Landscape Plan Dated 12/29/99 and
Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. on 1/3/2000

Property of Cook County Clerk's Office

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EXHIBIT G

DECLARATION OF CONSERVATION RIGHTS AND EASEMENT, AND OPEN SPACE RESTRICTIONS FOR THE GLENS OF INVERNESS

0010041713

THIS DECLARATION is made this ___ day of
_____, 2000 by _____

(hereinafter referred to as the "Grantor") to THE VILLAGE OF
INVERNESS, an Illinois Municipal Corporation, whose address
is 1400 W. Baldwin Road, Inverness, Illinois (hereinafter
referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of
certain real property legally described as follows:

[LEGAL DESCRIPTION TO BE INSERTED]

("the Subject Property").

WHEREAS, the Conservation Areas as defined herein are areas valuable as natural habitat for wildlife and a
natural setting for native flora; and

WHEREAS, it is the desire of the Grantor that by the recording of this Declaration, that the easements,
covenants, conditions, restrictions, charges and liens created herein shall govern and control the Conservation Areas so
as to create and provide a continued means to preserve and maintain the Conservation Areas as nearly as practical in a
restored naturally wooded state as open space:

After recording, please return this
document, consisting of ___ pages, to:
Law Office of James P. Bateman, Ltd.
5051 Shoreline Road
Barrington, IL 60010
Telephone: (847) 381-7840

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NOW THEREFORE, the Grantor hereby declares that all of the Subject Property shall be held, sold and conveyed subject to the following easement, covenants, conditions, restrictions, charges and liens, which shall run in perpetuity with the Conservation Areas and be binding in perpetuity on all persons having any right, title or interest in and to all or any portion of the Conservation Areas, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Village of Inverness, Cook County, Illinois, a municipal corporation (the "Village"), and the Grantor does hereby grant, give, bargain and sell to the Village a conservation easement in and to the Conservation Areas as follows:

1. Conservation Easement; Restrictions. In the interest of preserving the ecological and aesthetic quality of the Conservation Areas, and of maintaining the restored natural wooded state of the Conservation Areas as open space, the Conservation Areas are hereby made subject to a conservation easement in perpetuity, and the following restrictions are imposed in perpetuity on the Conservation Areas:

- (a) No activities shall be conducted in the Conservation Areas which shall impair the natural condition, restored native trees and other vegetation or open space of the Conservation Areas.
- (b) No building, outbuilding, structure, or other development, whether for temporary or permanent use, including, but not limited to tents, trailers, mobile homes, shacks, sheds, garages, barns, tree houses, patios and fences shall be placed, permitted or constructed upon or within the Conservation Areas.
- (c) No part of the Conservation Areas shall be used or caused to be used, or authorized in any way, directly or indirectly, to be used for any residential, commercial, manufacturing, mercantile, storage, vending or other related purpose.
- (d) No horses, livestock, poultry, or the like, shall be kept or maintained in, on or upon the Conservation Areas and no grazing of domestic animals shall be permitted in, on or upon the Conservation Areas.
- (e) No sign, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Conservation Areas.
- (f) All reasonable and necessary steps shall be taken by the respective owners of such Conservation Areas from time to time to preserve and protect all trees within the Conservation Areas on each lot, and none of such trees shall be removed without the express written consent of the Corporate Authorities of the Village of Inverness. Existing trees and other vegetation shall be maintained or replanted wherever possible and no exotic species shall be introduced within the Conservation Areas. All trees and other plant material which become diseased or die may be promptly removed from the Conservation Areas, native wetland

plant materials may be planted in the Conservation Areas, and other conservation techniques may be employed consistent with sound and generally accepted natural resource management practices so as to assure the continued ecological vitality of the Conservation Areas, provided, however, there shall be no removal, destruction, or cutting of trees or plants, and there shall be no action as described in this subparagraph (f) permitted within the Conservation Areas without the prior written approval of the Board of Trustees of the Village of Inverness.

- (g) No hunting, setting of traps, or the like shall be permitted in the Conservation Areas.
- (h) No lawn chemicals shall be allowed within the Conservation Areas.
- (i) Within the Conservation Areas, there shall be no manipulation or alteration of natural drainage, or activities or uses detrimental to water quality without the prior written consent of the corporate authorities of the Village.
- (j) There shall be no excavation, filling, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials within the Conservation Areas without the prior written consent of the corporate authorities of the Village.
- (k) There shall be no operation of snowmobiles, dune-buggies, motorcycles, four-wheel drive vehicles, or any recreational motorized vehicles within the Conservation Area except when operated by the authorized emergency personnel or the authorized representatives of the Village.

2. Enforcement.

- (a) The maintenance and care of the Conservation Areas, shall be the right and obligation of the owner or owners from time to time of the Conservation Areas, and shall specifically include the following responsibilities:
 - (i) Maintaining the Conservation Areas in their natural condition.
 - (ii) The payment of any and all real estate and other taxes assessed on the Conservation Areas.
- (b) The Village shall have the right to enforce, by any proceeding at law or in equity, including an action for specific performance, any and all covenants, conditions, easements, restrictions or liens now or hereafter imposed by the provisions of this Declaration, provided, however, the Village shall not be obligated to exercise such right.
- (c) In the event any owner of part of any of the Conservation Areas fails to fulfill his, her or its responsibilities under this Declaration, the Village may, but shall not be obligated, to fulfill said responsibilities and is hereby granted an easement over the Conservation Areas for such purpose. The Village may record such costs of

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management and maintenance, including, but not limited to attorneys' fees and other costs of collection, as a special assessment and a lien against the title of such Conservation Area and the lot or tax parcel in which said Conservation Area is located. The Village may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, at its election, bring action at law against the owner or owners of record of such Conservation Area to collect all such costs.

(d) Any person, firm, or corporation who is adjudged guilty of violating the terms of this Declaration shall be subject to a fine by the Village of not less than \$50.00 nor more than \$750.00 for each such offense, and each day that any violation occurs or continues uncured shall constitute a separate offense.

3. Deed Restriction. Each owner of all or any portion of the Conservation Areas, and all subsequent owners thereof, by acceptance of a deed to all or any portion thereof, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by the easement and each and every covenant, condition, restriction, charge and lien created or recited herein. In furtherance thereof, this Declaration shall be recorded against, and deemed as an easement, and covenants, conditions and restrictions, and liens running with and binding upon, the Conservation Areas in perpetuity.

4. Transfer by Grantee. The ownership, rights and interests of the Grantee in this Declaration shall not be separated from the remainder of the lots or parcels on which the Conservation Areas are located unless conveyed to a public agency or a not-for-profit corporation qualified to accept same and approved by the Grantee. Upon the conveyance of such ownership, rights and interests, the term "Grantee", as used herein, shall thereafter refer exclusively to such transferee and not to the transferor of such ownership, rights, and interests.

5. Severability. If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions shall remain in full force and effect.

6. Amendments.

(a) This Declaration may be amended by an instrument executed and acknowledged by the owner or owners of record of the Conservation Areas which are affected by such amendment and by the Village President and Village Clerk of the Village upon the direction of the corporate authorities of the Village. Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County.

(b) It is specifically recognized that the conveyance of the ownership, rights and interests herein by the Grantee shall not constitute or require an amendment to this Declaration.

(c) If any of the privileges, covenants, conditions, restrictions, easements, liens, rights, or interests created by

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this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue in force and effect only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, William Clinton, and the Governor of the State of Illinois, George Ryan.

7. Governing Law. This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned, being the Grantor herein, has hereunto executed this Declaration as of the day and year first above written.

(NAME OF GRANTOR)

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

ACCEPTED BY THE VILLAGE OF INVERNESS, Cook County, Illinois, a municipal corporation, this ___ day of _____, 2000.

VILLAGE OF INVERNESS

By: _____
Village President

ATTEST: _____
Village Clerk

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

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I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, personally known to me to be the _____ of _____ and _____, personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of _____ of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2000.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify, that JOHN A. TATOLES, Village President of the Village of Inverness, and PATRICIA LEDVINA, Village Clerk of the Village of Inverness, not personally, but as officers of the Village of Inverness as aforesaid, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Inverness for the uses and purposes therein set forth, and the said Village Clerk then and there acknowledged that she did affix the corporate seal of said Village of Inverness to said instrument as her own free and voluntary act and as the free and voluntary act of said Village of Inverness, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2000.

Notary Public

My commission expires: _____

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EXHIBIT H

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ARCHITECTURAL REVIEW STANDARDS

1. The Developer, Condominium Association, Architectural Review Committee, and Unit Owners shall exercise their approval powers to be provided in the covenants and restrictions as required by this Ordinance in order to achieve compliance with the following standards which are required: (1) There shall be no condominium unit within four hundred feet (400') of any other condominium unit with a substantially similar front elevation; (2) There shall be no condominium unit on Lots 1, 2, 4, 5, 6, 16 and/or 17 of the Development within four hundred feet (400') of any other condominium unit of the Development with substantially similar rear elevations; (3) Each unit shall also comply with the architectural standards set forth on this Exhibit; and (4) There shall be a unifying architectural theme throughout the Development and consistency in the quality of exterior materials used for all units to be constructed within the Development, and such architectural theme and the quality of materials shall be approved in advance by the Architectural Review Committee.
2. Exterior wall material shall be of stone, brick, stucco, or other similar material acceptable to the Architectural Review Committee. Plywood and aluminum siding shall be and are hereby prohibited. Wood siding will be allowed only on rear and side elevations of dwellings, but those rear elevations of condominium units on Lots 1, 2, 4, 5, 6, 16 and 17 shall be of stone or brick, unless otherwise approved by the Architectural Review Committee. Imitation stone, imitation brick, exposed concrete or exposed cinder block are not permitted for exterior wall areas. The exterior wall material on the front elevation of the dwellings shall also be required to be on at least 30% of all side elevations. However, dormers, bays, and other areas which would require extraordinary support measures need not be of stone, brick or other masonry materials. Exterior chimneys shall be constructed of stone and/or brick.
3. Cedar shake or architectural grade shingle shall be utilized on all roofs. The roof pitch of each dwelling unit within the Development shall be predominantly of 10/12 or steeper.
4. The landscaping of individual condominium units shall include not less than foundation plantings and four (4) trees per building site, each with a minimum caliper of two inches (2") as measured twenty-four inches (24") above the ground line.
5. Individual driveways shall not exceed eighteen feet (18') in width measured anywhere from the back of the curb to the front of the building (but excluding from said width any curb flares), unless otherwise approved by the Architectural Review Committee. The driveway surface material shall be uniform as approved by the Architectural Review Committee in order to promote consistency throughout the Development.
6. No front-loading garages which exceed two cars in their capacity shall be permitted unless specifically approved in writing by the Architectural Review Committee.

EXHIBIT C

Preliminary Engineering Plans and Specifications for On-Site and Off-Site Improvements Prepared by Henderson & Bodwell Consulting Engineers, L.L.P. and last revised 1/4/2000

NOTATION:

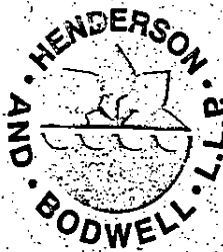
Paul H. Ulatowski's letter of 1/6/2000 is attached to and made part of these Preliminary Engineering Plans and Specifications

Approved by Palatine Road-Barrington Road, L.L.C.

By: Wayne S. Rodgers

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CONSULTING ENGINEERS

124 WEST DIVERSEY
ELMHURST, ILLINOIS 60126-1102
630-834-9406 • FAX 630-834-0329

PARTNERS

Russell S. Bodwell
James R. DeLand, Jr.
Paul H. Ulatowski
Brian McMorrow

January 6, 2000

SENIOR ASSOCIATE
Steven L. Samet

ASSOCIATES

William R. Bodwell
Charles R. Beckert, R.L.A., C.L.A.
Virginia F. Pachay, R.L.A.
Steven R. Pennington, P.S.
Richard A. Young, A.I.C.P.
Thomas J. Kunschick
Richard K. Evans

Gary L. Kolba, P.L.S.
Kurt K. Ager, P.L.S.
Mark Engelen

Mr. Curt Carver
Village of Inverness
1400 Baldwin Road
Inverness, IL 60067

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Dear Curt:

I am in receipt of the December 30, 1999, letter from the Illinois Department of Natural Resources ("IDNR") addressed to the Village of Inverness relative to the endangered species consultation on the Glens of Inverness property. We have reviewed with our client, Barrington Road and Palatine Road, LLC, the IDNR recommendations for this site, and by this letter, on behalf of our clients we advise you that our client intends to comply with, and that the plan as currently presented to the Village does comply with all of the recommendations on pages two and three of IDNR's letter, with one exception. We will not be able and do not intend to provide a 100-foot buffer from all wetlands areas. We have proposed a variable setback from the wetlands with the minimum setback of 50 feet and in many locations the setbacks are greatly in excess of 100 feet.

Thus, we believe that the Glens of Inverness can be built in accordance with the requests of the Illinois Department of Natural Resources and the U.S. Army Corps of Engineers for this property. We have been and will continue to maximize the buffer from the wetland in all locations. Please note, however, that due to the fact the creeks themselves were defined as wetlands, we are not proposing to provide the 100 foot along the creek.

Please feel free to deliver this letter to IDNR as a response to their letter. If you or IDNR have any further questions or require any other information from me, please do not hesitate to call.

Yours truly,

Paul H. Ulatowski, P.E.
Partner

PHU/cmi
(glensida.phu)

cc: H. James Fox, Esq.
Dennis Cortesi

EXHIBIT ATTACHED