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AMENDMENT TO ANNEXATION AGREEMENT

(RE: Jung Property/The Glens of Inverness)

THIS AMENDMENT TO ANNEXATION AGREEMENT, made and entered into this 24th day of JANUARY, 2008, by and among the VILLAGE OF INVERNESS, a municipal corporation of the County of Cook and State of Illinois (hereinafter referred to as "the Village") and PALATINE ROAD-BARRINGTON ROAD, L.L.C. and TOLL IL II, L.P., as the owners of record and as the Developers of the Property, which Property is legally described as follows:

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

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



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**COOK COUNTY  
 RECORDER  
 EUGENE "GENE" MOORE  
 ROLLING MEADOWS**

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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.

P.I.N.s 01-24-100-003, 01-24-100-007, 01-24-100-011, 01-24-100-013, and 01-24-101-001

(hereinafter the "Property"):

WITNESSETH:

WHEREAS, a certain Annexation Agreement dated January 11, 2000 and recorded by the Cook County Recorder as Document No. 00076003 (hereinafter "the subject Annexation Agreement") was entered into by the Village of Inverness, the Jung Partnership, and Palatine Road Barrington Road, L.L.C. relative to the Property as described above; and

WHEREAS, the parties hereto desire to make certain amendments to the subject Annexation Agreement:

NOW THEREFORE, for and in consideration of the premises and the mutual promises and agreement herein contained, the subject Annexation Agreement shall be and is hereby amended, and the parties hereto agree, as follows:

SECTION 1: Paragraph I of "Section 13: Site Development Restrictions" of the subject Annexation Agreement is hereby amended to read as follows:

- "(I) An additional temporary entrance may be located along Barrington Road in the location indicated on Exhibit A, or at ~~a~~ the location of the permanent entrance to the development on Palatine Road mutually agreed upon by the Village and the Developer and shall be permitted for access to models and to the temporary sales office, but such sales office may be established and maintained only on the condition that (1) a site plan for the entrance, models and temporary sales office shall have first been approved in writing by the Village President; and (2) any such office shall be located, landscaped and maintained to the

reasonable satisfaction of the Village President and in compliance with such approved site plan. facilities as may be authorized pursuant to Section 16 hereof."

SECTION 2: Paragraph A of "Section 15: Signs" of the subject Annexation Agreement is hereby amended to read as follows:

"(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 the date that this Agreement is executed by the Village, or when Developer's sales activities terminate whichever first occurs."

SECTION 3: Section 16, "Temporary Sales Offices", of the subject Annexation Agreement is hereby amended to read as follows:

"SECTION 16: TEMPORARY SALES OFFICES.

The Developer may maintain one sales office ~~of~~ for the development, either in a trailer or in a model home, but not in both at the same time, and such sales facilities may be served by a temporary access entrance drive which shall be located either on Barrington Road located as shown on Exhibit A or at the location of the permanent entrance to the development on Palatine Road, but any such sales office may be established and maintained only on the condition that (1) a site plan for the entrance, models and temporary sales office shall have first been approved in writing by the Village President; and (2) 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 and in compliance with such approved 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 trailer used for a sales office on the Subject Property pursuant to this Section shall be removed from the Subject Property on or before five (5) years from the date this Agreement is executed by the Village, or when Developer's sales activities terminate, whichever occurs first, provided, however, any sales offices in a model home on the Subject Property shall be removed whenever the Developer's sales activity terminates but need not be removed before that time."

SECTION 4: Section 17, "Covenants and Restrictions of Record", of the subject Annexation Agreement is hereby amended by the addition of Paragraph BB, which shall read as follows:

"(BB) Notwithstanding any reference in this Agreement to one or a single Condominium Association to be created by the Developer for the Development, the Board of Trustees of the Village may, without further amendment to this Agreement, authorize and approve, in lieu of the creation of such a single Condominium Association by the Developer, the

creation by the Developer of a master homeowners' association and a separate and subordinate condominium association for each phase of the two (2) phases of the Development. The Declaration of Condominium and Declaration of Covenants and Restrictions relating to such master homeowners' association and subordinate condominium association shall be approved in advance by the Village Attorney and, in such event, shall provide, among other things, that all improvements serving both phases of the Development as identified and designated by the Village shall be the responsibility of such master homeowners' association. The other provisions of this Agreement shall be construed so as to give effect to this Paragraph BB."

SECTION 5: Paragraph (B) of Section 20, "Required Improvements", of the subject Annexation Agreement is hereby amended to read as follows:

"(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 Agreement and the Exhibits hereto, prior to the issuance of any occupancy permits within the Development, except that the Village agrees to issue (1) temporary occupancy permits if weather does not permit installation of the same subject to the Developer posting adequate security; and (2) temporary occupancy permits for model homes only for their use as such and for the use of one such model home as a sales office as described in Section 16 and subject to the conditions therein stated."

SECTION 6: Section 29, "Grading; Models; Sales Office; Signs", of the subject Annexation Agreement is hereby amended to read as follows:

"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 Agreement, to commence site grading and to construct six (6) single-family model homes, a sales facility, and a temporary entrance to same, and appurtenant water and sanitary facilities, all as authorized and approved pursuant to Section 16 of this Agreement and subject to the conditions therein stated, and to construct temporary advertising signs, and entrance monuments as authorized and approved pursuant to Section 15 of this Agreement at the same time as temporary sales signs as authorized by this Agreement are installed on the Subject Property, 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 Agreement 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 Engineer, or his designee."

SECTION 7: Paragraph 2 of Exhibit H, "ARCHITECTURAL REVIEW STANDARDS", is hereby amended to read as follows:

"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, unless otherwise approved by the Architectural Review Committee. 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, provided exterior chimneys may be constructed of stucco on condominium units which have an exterior which is predominantly constructed of stucco."

SECTION 8: SEPARABILITY: If any section, subsection, division, paragraph, sentence, clause or phrase of this Amendment 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 Amendment, 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 9: TERM: This Amendment shall be binding upon and inure to the benefit of the parties hereto for the same period and term as provided in Section 34 of the subject Annexation Agreement hereby amended and the terms and conditions of this Amendment shall constitute a covenant running with the land.

SECTION 10: Except as specifically modified herein, the subject Annexation Agreement shall remain in full force and effect.

SECTION 11: COUNTERPARTS: This Amendment to Annexation Agreement may be executed in two or more counterparts, each one of which may be considered as a duplicate original, and when attached together shall constitute one and the same original Amendment.

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IN WITNESS WHEREOF, the parties have hereunto caused this Amendment to be duly executed the day and year first above written.

VILLAGE:

OWNER:

VILLAGE OF INVERNESS,  
an Illinois municipal corporation

PALATINE ROAD-BARRINGTON ROAD, L.L.C.

By: *Jim G. Nuttall*  
Village President

By: *Denno A. Corbin*  
Its: *President*

ATTEST: *Sahica Okedura*

ATTEST: *June R. Sidh*

TOLL IL II, L.P.

TOLL IL GP Corp.  
Its General Partner

By: *[Signature]*  
Its: *Vice President*

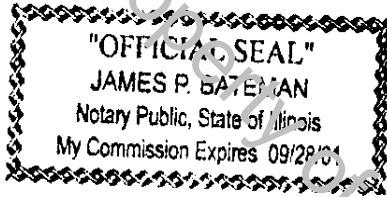
ATTEST: *[Signature]*

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

I, James P. Bateman, a Notary Public in a for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN A. TATOLES, personally known to me to be the President of the Village of Inverness, an Illinois municipal corporation, and PATRICIA LEDVINA, personally known to me to be the Village Clerk of said Village, 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 severally acknowledge that as such President and Clerk, they signed and delivered the said instrument as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of January, 2001.



*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DePue)

I, JACI KNUTH, a Notary Public in a for said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS A. CORTESI and BRUCE R SUNDY, personally known to me to be the President and Sec of PALATINE ROAD-BARRINGTON ROAD, L.L.C., 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 severally acknowledge that as such President and Sec, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of January, 2001.

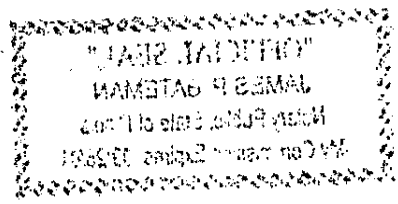


*[Signature]*  
\_\_\_\_\_  
Notary Public

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New Jersey  
 STATE OF ~~ILLINOIS~~ )  
 ) SS.  
 COUNTY OF Burlington )

I, Barbara A. Gasper, a Notary Public in a for said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin D. JOgodnik and n/a, personally known to me to be the Vice President and n/a of TOLL IL GP Corp., as the General Partner of TOLL IL II, L.P., 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 severally acknowledge that as such Vice President and n/a, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of January, 2001.



*Barbara A. Gasper*  
 Notary Public

**BARBARA A. GASPER**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires April 17, 2001

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