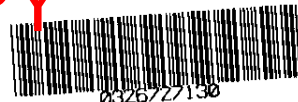


UNOFFICIAL COPY



0326727130

Doc#: 0326727130
Eugene "Gene" Moore Fee: \$218.00
Cook County Recorder of Deeds
Date: 09/24/2003 02:45 PM Pg: 1 of 45

EXHIBIT

ATTACHED TO

DOCUMENT

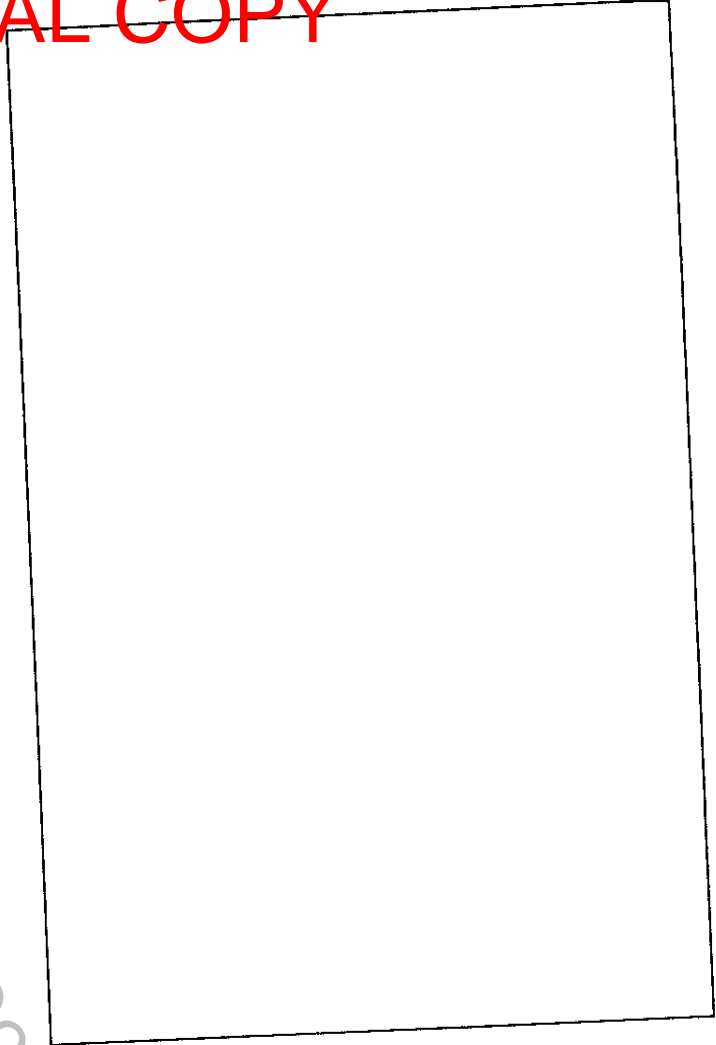
SEE PLAT INDEX

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

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: Taylor Hill Homes, L.L.C.
Planned Unit Development/2061 West Wood Street)


F	218	A
P		P
T		V
I	9-21	m

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 9th day of September, 2003, 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. 03- 750.

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is in the records of said Village on file in my office for safekeeping and that said Ordinance has not been amended or repealed.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 10th day of September, 2003.


Patricia Ledvina
Village Clerk, Village of Inverness

(Seal)

After recording, please return to:
Mr. James P. Bateman
Law Offices of James P. Bateman, Ltd.
600 Hart Road, Suite 260
Barrington, IL 60010
Telephone (847) 381-7840

RECORDING FEE 218 -
DATE 9-24-03 COPIES 6
OK BY BW

45 p

UNOFFICIAL COPY

7-15444
06/02/03
06/04/03A
08/22/03,

VILLAGE OF INVERNESS

ORDINANCE NO. 03-758

PLANNED UNIT DEVELOPMENT ORDINANCE

Re: Taylor Hill Homes, L.L.C.
Planned Unit Development/2061 West Wood Street)

ADOPTED BY THE
CORPORATE AUTHORITIES

OF THE

VILLAGE OF INVERNESS, ILLINOIS

THIS 9 DAY OF September, 2003

Published in pamphlet form by authority of the Corporate Authorities of the Village of Inverness, Illinois, this 10 day of September, 2003.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

7-15444
06/02/03
06/04/03A
08/22/03

ORDINANCE NO. 2003- 758

PLANNED UNIT DEVELOPMENT ORDINANCE
(Re: Taylor Hill Homes, L.L.C.
Planned Unit Development/2061 West Wood Street)

WHEREAS, the Property (hereinafter referred to as "the Property"), which is the subject of this Ordinance consists of approximately 3.4 acres and is generally located at 2061 West Wood Street, Inverness, Palatine Post Office, Illinois, 60067, and is legally described as follows:

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF ELA ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 17, WHICH IS 1101.76 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 17, THENCE NORTHERLY ALONG SAID EAST LINE 220.0 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF SAID SOUTHWEST QUARTER, THENCE WESTERLY ALONG SAID NORTH LINE 704.30 FEET TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF ELA ROAD, THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF ELA ROAD 223.57 FEET, THENCE EASTERLY 664.62 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Commonly known as 2061 W. Wood Street, Inverness, Palatine, IL 60067)
P.I.N. 02-17-309-001

("the Property").

WHEREAS, an application for approval of a preliminary and final plat of subdivision and for a special use permit for a residential planned unit development as provided for by the Village of Inverness Zoning Ordinance has been filed for the Property; and

WHEREAS, the applicants for said special use and preliminary and final plat approval for a residential planned unit development are the owner of record, Taylor Hill Homes, L.L.C., 61 S. Barrington Road, South Barrington, Illinois 60010 (hereinafter referred to as "the Developer") and

OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

WHEREAS, the Developer has filed a request that a special use permit for a residential planned unit development be granted for the Property and that the Property remain generally classified as part of the A-1 Residential Zoning District under the Zoning Ordinance of the Village, but subject to the terms and conditions of such a special use; and

WHEREAS, the Developer's petition for special use in the nature of a residential planned unit development was referred to the Plan Commission of this Village, and the Plan Commission held public hearings, after due publication and notice, and has made a recommendation relative to said petition, all pursuant to law; and

WHEREAS, the Developer proposes to develop the Property as a residential planned unit development in a single unit or phase consisting of not more than two (2) single family lots, each with a minimum area of 43,560 square feet; and

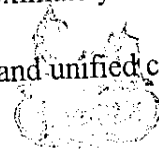
WHEREAS, the President and Board of Trustees of the Village, hereby find that the development of the Property within the Village as part of the residential planned unit development as hereinafter provided (hereinafter referred to as "the development") would better use and preserve the topographic and natural character of the Property 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 President and Board of Trustees of the Village of Inverness do hereby further find that:

- (1) The 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 development will be on a tract of land consisting of approximately 3.4 acres, more or less, which tract will be developed under common ownership and unified control; and

VILLAGE OF INVERNESS

UNOFFICIAL COPY



UNOFFICIAL COPY

- (3) The uses permitted in the 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;
- (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, BE IT ORDAINED by the President and Board of Trustees of the Village of Inverness, Cook County, Illinois, in exercise of its authority as a Home Rule unit, as follows:

SECTION 1: FINDINGS.

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

SECTION 2: ZONING.

The Property shall be and shall remain classified as part of the A-1 Residential Zoning District, subject to a special use permit for a residential planned unit development as hereinafter provided.

SECTION 3: 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



UNOFFICIAL COPY

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 lots specified herein for any purposes, is to be calculated based upon fee ownership and one owner per lot (with the signature of a majority of multiple owners of record sufficient and binding). If two or more lots are owned of record by the same owner or owners, each lot shall be counted separately.

SECTION 4: SPECIAL USE PERMIT.

A special use permit is hereby granted to the Developer to develop and use the Property as described above as a residential planned unit development (hereinafter referred to as "the development"), consisting of a total of two (2) single-family lots, each lot to be used only as a site for one (1) detached single-family dwelling (excluding trailers or mobile homes), each dwelling to be on a separate lot of not less than 43,560 square feet in area, and such lots shall be developed in substantial compliance with the exhibits attached hereto and thereby made a part hereof as hereinafter described, but such special use permit shall be subject to all of the terms and conditions of this Ordinance.

SECTION 5: EXHIBITS.

(A) The following exhibits (hereinafter, the "Exhibits") are on file with the Village Clerk, are hereby incorporated by reference and are thereby made part hereof:

- Exhibit A - Final Plat of Subdivision prepared by Haeger Engineering, L.L.C. and last revised August 27, 2003
- Exhibit B - Site Plan and Final Engineering Plans prepared by Haeger Engineering, L.L.C. and last revised August 27, 2003
- Exhibit C - Form of Letter of Credit
- Exhibit D - Form of Easements

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

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 original of the Exhibits bearing such notations as initialed have been filed with the Village Clerk.

(B) Subject to the other terms and conditions of this Ordinance, Developer shall develop the Property in substantial compliance with the Exhibits.

(C) The aforesaid Final Plat, in substantially the form attached hereto as Exhibit A, is hereby approved, and the execution of said Final Plat by the Village President and Village Clerk is hereby authorized upon the posting by the Developer of the Letter of Credit required by Section 21 hereof.

SECTION 6: EFFECT OF EXISTING ORDINANCES.

To the extent that the Developer does so comply with this Ordinance and the Exhibits, and to the extent this Ordinance and the Exhibits conflict with the other ordinances of this Village in effect on the effective date hereof, the Village does hereby waive and vary the strict application of such ordinances, but otherwise the Developer shall comply in all respects with the conditions and requirements of all ordinances of the Village which are applicable to the Village as a whole as they may exist from time to time, including obtaining all required permits and the payment of all fees and charges for same.

If, during the term of this Ordinance, the provisions of the existing ordinances and regulations of the Village which relate to the development, subdivision, construction of improvements, building, appurtenances, and all other development of any kind and character on the Property, are amended or modified in any manner so as to impose more stringent requirements on the development,

VILLAGE OF INVERNESS
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

subdivision and/or construction on the Property, than those required by this Ordinance, then such increased requirements shall be effective as applied to the Property so long as such changes are applied non-discriminatorily throughout the Village on all similarly zoned parcels (except as to those developments in the Village having annexation agreements past, present and future providing otherwise) and the Property shall enjoy the same "grandfather" rights for legal nonconforming uses as are applicable to other similarly zoned parcels within the Village.

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 while this Ordinance is in effect and such ordinances, regulations and/or fees shall apply to the Property so long as they are non-discriminatorily applied throughout the Village on all similarly zoned parcels (except as to those developments in the Village having annexation agreements past, present and future providing otherwise).

SECTION 7: LAND USE.

- (A) The only uses which may be established on the Property are not more than two (2) detached, single-family dwellings, excluding trailers or mobile homes, and not more than one (1) such detached single-family dwelling per lot. The minimum lot size in the development shall be forty-three thousand five hundred sixty (43,560) square feet, exclusive of dedicated road rights-of-way.
- (B) After the initial recording of the Final Plat of Subdivision, no lot shall be further divided or subdivided. No part of any such lot less than the whole thereof shall, after the aforesaid date, be separated or conveyed separately or used except as appurtenant to and part of the remainder of said lot.

VILLAGE OF BARRINGTON
OFFICIAL COPY



UNOFFICIAL COPY

- (C) Each such single family home within the development shall have not less than 2,800 square feet of habitable area if a single-story in height, and not less than 3,200 square feet of habitable area if two stories in height. The term "habitable area" shall exclude any basements or garages.
- (D) No livestock shall be kept on the Property after the approval by the Board of Trustees of the final plat.
- (E) Tool sheds, utility sheds, gazebos, and detached garages and other detached accessory buildings shall be prohibited within the development.
- (F) The required front yard building setback shall be fifty-two (52) feet from the right-of-way line as established by the final plat for the development.

SECTION 8: WATER WELLS AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

- (A) Each of the allowed single-family detached dwelling units shall be served by its own individual well and individual sewage disposal system installed in accordance with the applicable Village ordinances, along with an area reserved for an adequate reserve field as required by said ordinances.
- (B) The following notation shall be on the Final Plat of Subdivision pursuant to the requirements of the Village subdivision control regulations:

"Individual Sewage Disposal System Notation. In approving this Final Plat of Subdivision, the Village has not undertaken or reviewed any tests or data relative to the suitability of individual lots for individual sewage disposal systems. Prior to the issuance of a building permit, the municipality will require evidence that soil conditions for the lots in question permit the use of individual sewage disposal systems or the importation of sufficient fill for such purpose."

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (C) Before any building shall be occupied or used, an individual sewage disposal system for the disposal of sewage shall be installed and maintained in such a manner so as to prevent all nuisance and all possibility of contamination, and such as to be satisfactory to the Village, County and State health authorities. All individual sewage disposal systems shall be approved by the Village Engineer prior to installation.
- (D) Individual sewage disposal systems installed in lots having as part hereof any easement for drainage, detention or retention areas or any area designated as a flood plain area or as a flood prone area by the Village, shall be located in that portion of each such respective lot which lies as far as practical from said detention, retention, flood plain or flood prone areas. If there is an ambiguity as to which portion of any given lot lies as far as practical from any such area, then such system shall be located as the Village Engineer directs, but such location shall, in any event, comply with all applicable ordinances of the Village.
- (E) When, in the discretion of the Village Engineer, it is determined that the slope of the terrain or grade of any lot makes it reasonably necessary to do so, a curtain drain or the device approved by the Village Engineer shall be installed in conjunction with the individual sewage disposal system installed on said lot.
- (F) The owner of any lot shall provide loam or other high quality, permeable fill for such lot within the development as are determined to require such fill in order to provide each residence with an individual sewage disposal system which conforms to the ordinances of the Village. The existing soils upon any such lot shall not be disturbed or be permitted to become mixed with such fill. Existing soils may be removed from any such lot where it is necessary to have a greater depth of fill, provided such operations are first approved by the Village Engineer.

VILLAGE OF INVERNESS
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (G) Nothing herein shall be deemed to indicate that the Village will approve or accept any such individual sewage disposal system, or part thereof, unless they comply in all respects with such ordinances of this Village in effect at the time of application for a permit to construct such system.
- (H) No lot shall be occupied until a water well and appurtenant water system is located, constructed and equipped thereon in accordance with the requirements, standards and recommendations of the Village of Inverness and any other applicable public authorities and said water well and system as installed has been approved by such authorities.

SECTION 9: CASH ESCROW ACCOUNT.

The Developer shall 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 10: LOT OWNERS' RESPONSIBILITIES.

Unless otherwise specifically directed by the Village of Inverness, the respective lot owners shall be responsible for the control of erosion and the maintenance of landscaping, including grass,

VILLAGE OF INVERNESS
OFFICIAL COPY



UNOFFICIAL COPY

within those portions of any right-of-way adjacent to their respective premises and not within the paved portions of said rights-of-way and within those portions of any easements which are part of their respective premises, and unless otherwise specified herein, such maintenance responsibility shall also include all maintenance of any drainage structures, including but not limited to stormwater detention and/or retention basins, and related appurtenances. Prior approval from the Village President must be obtained before making any alterations or changes of a permanent nature in such areas. If the responsible lot owner 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 lot. 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 responsible owner or owners of record.

In addition, unless otherwise specifically directed by the Village of Inverness, each lot owner shall also be responsible for the control of erosion and maintenance of such landscaping as allowed, including grass, within those easements, stormwater detention and/or retention areas and flood plain and flood prone areas (including drainage and storm water storage capacity as designed) within their respective lot. In the event any lot owner fails to fulfill said responsibilities, the Village may fulfill said responsibilities and an additional easement shall be and is hereby granted to the Village for such purpose, but the Village shall not be obligated to do so, and the costs thereof may be recorded as liens on the title to such lot(s), 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 owner or owners of record of such lot(s). Any such lien shall be subordinate to any first mortgage lien. The Village of Inverness shall have no obligation whatsoever for the maintenance, improvement, or any alteration of the drainage easements, stormwater detention and/or retention areas, or flood plain or flood prone areas, if any.

VILLAGE OF INVERNESS
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 11: EASEMENTS; UNDERGROUND UTILITIES.

- (A) The Property shall be subject to such reasonable drainage and utility easements, in favor of the Village of Inverness, to serve the development and other properties and such easements shall provide that, if the responsible party fails to maintain such easement areas and the facilities and improvements therein, then the Village may, but shall not be obligated to, do so as hereinafter provided. All property in the development shall be subject to such easements as may be reasonably required by the Village Engineer and Village Attorney for the development of the Property which shall be established by the recording of the Final Plat for the development and/or by the recording of the Declaration of Covenants, Conditions and Restrictions. The substance and form of the language creating such easements shall be approved by the Village Attorney and the Village Engineer prior to execution and recording, but said easement shall be in substantially the form of Exhibit D attached hereto and thereby made a part hereof.
- (B) All electric, telephone, natural gas and cable TV lines for the development 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, and the appropriate utility companies, their respective officers, employees and agents. Such easement provisions shall prohibit the establishment of driveways and the planting of trees within such areas.

SECTION 12: HEIGHT LIMITATION.

Each of the allowed dwelling units shall be limited to a maximum height of thirty-five (35) feet consistent with the provision of the Village of Inverness Zoning Ordinance, as amended from time to time.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 13: SITE DEVELOPMENT RESTRICTIONS.

- (A) All substantial grading and excavation shall be limited to that necessary for the road and cul-de-sacs, driveways, foundations, stormwater retention or detention facilities, utilities and cable TV service, and any other grading and fill as may be specifically approved in writing by the Village President and the Village Engineer.
- (B) Stormwater detention and/or retention areas, storm sewers, and ponds, flood plain and flood prone areas, if any, as shown on Exhibits A and B, shall be subject to such easements which benefit both lot owners for the purpose of, among other things, maintenance and preservation of such areas, and which also benefits the Village, for the purpose of access to, maintenance of, and preservation of said improvements and areas if the lot owners fail to fulfill their respective obligations in that regard. The language of such easements shall be approved by the Village Attorney and shall be shown on or incorporated by reference as part of the final plat for the development.
- (C) Stormwater retention and/or detention facilities shall be provided in general conformance with Exhibits A and B, and such facilities shall be constructed in accordance with the Village of Inverness Village Code. The existing stormwater storage capacity of the Property, including but not limited to the flood plain and flood prone areas, if any, 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 Property within any stormwater retention or detention areas, or within any wetland, flood plain, or flood prone areas, except as approved as part of Exhibits A and B or as may be specifically approved in writing by the Village President and the Village Engineer.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (E) If any field tile is destroyed, damaged or interrupted during the course of altering the premises 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 the owner or owners, from time to time, of every portion of the 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 have the right to commence grading on the Property only after, (A) recording of the Final Plat or Subdivision and the required Covenants; (B) approval in writing of the final engineering plans and specifications by the Village Engineer and by the Board of Trustees; (C) after the posting of the letter of credit for the development as herein required; and (D) the Developer has obtained all of the respective permits, approvals, and "no permit" letters required for the development, pursuant to this Agreement or as otherwise required by applicable laws, statutes, rules and/or regulations.

SECTION 14: SIGNS.

No permanent entrance monuments shall be established.

SECTION 15: NO CONSTRUCTION OR SALES OFFICES OR TRAILERS.

No construction or sales office and no trailer shall be maintained within the development or on the Property.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 16: COVENANTS AND RESTRICTIONS OF RECORD.

Developer shall record, as a part of the final plat of 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 additional terms and conditions of this Ordinance:

- (A) No owner of any lot shall cause or allow any erosion to occur on said 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 Property for manufacturing, industrial or business purposes, nor shall any noxious or offensive trade be carried on upon any lot.
- (C) No dwelling unit shall have, establish, or maintain direct or indirect driveway access to Ela Road.
- (D) No building shall be erected or maintained on the Property except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family, and trailers and mobile homes are prohibited on the Property. No more than one such dwelling house shall be permitted on any lot. No detached accessory buildings shall be permitted.
- (E) Unless otherwise specifically directed by the Village of Inverness, the respective lot owners shall be responsible for the control of erosion and the maintenance of landscaping, including grass, within those portions of any right-of-way adjacent to their respective premises and not within the paved portions of said rights-of-way and within those portions of any easements which are part of their respective premises, and unless otherwise specified herein, such maintenance responsibility shall also include all maintenance of drainage structures. Prior approval from the Village President must be obtained before making any alterations or changes of a permanent nature in such areas. If the responsible lot owner fails to fulfill said



UNOFFICIAL COPY

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 lot. 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 responsible owner or owners of record. In addition, unless otherwise specifically directed by the Village of Inverness, each lot owner shall also be responsible for the control of erosion and maintenance of such landscaping as allowed, including grass, within those easements, stormwater detention and/or retention areas and flood plain and flood prone areas (including drainage and storm water storage capacity as designed) within their respective lot. In the event any lot owner fails to fulfill said responsibilities, the Village may fulfill said responsibilities and an additional easement shall be and is hereby granted to the Village for such purpose, but the Village shall not be obligated to do so, and the costs thereof may be recorded as liens on the title to such lot(s), 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 owner or owners of record of such lot(s). Any such lien shall be subordinate to any first mortgage lien. The Village of Inverness shall have no obligation whatsoever for the maintenance, improvement, or any alteration of the drainage easements, stormwater detention and/or retention areas, or flood plain or flood prone areas, if any.

- (F) Roof drainage from individual dwelling structures shall be directed onto splash blocks, or into "dry well" type facilities or connected to a storm sewer as directed by the Village Engineer. Sump pump discharge shall be directed to "dry well" type facilities or connected to a storm sewer, if approved by the Village Engineer, and shall not otherwise be allowed to empty directly into culverts or drainage ditches or into any right-of-way or to discharge closer than twenty feet (20') from any lot line.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (G) Each lot owner shall be responsible for the control of weeds and other undesirable vegetation located upon his property, and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.
- (H) No part of the 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. Refuse dumpsters shall be provided by the building permit holder for any residence under construction within the development.
- (I) No building shall be erected or maintained on any part of the Property for manufacturing, industrial or business purposes except for home occupations as provided by the Village of Inverness Zoning Ordinance, as amended from time to time.
- (J) No stables or other quarters shall be erected, maintained or used on any part of the Property for stabling or accommodating any horses, cattle, swine (all porcine), sheep (all caprine), bees or fowl, and no horses (all equine), cattle (all bovine), swine (all porcine), sheep (all caprine), bees or fowl shall be maintained on any part of the Property.
- (K) No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any part of the Property at any time.
- (L) No owner of any part of the Property shall cause or permit any truck, trailer, mobile home, recreational vehicle, boat, boat trailer or horse carrier, snowmobile, or similar vehicle to be parked or stored on the 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, boat trailer or horse carrier, snowmobile, or similar vehicle.
- (M) There shall be no above-ground swimming pools on any part of the Property.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (N) No building shall hereafter be erected on any lot unless in conjunction therewith there is constructed a concrete or asphalt or paver block driveway in accordance with applicable Village ordinances. Such hard surface driveway shall be installed prior to the release of any bonds on the residence in question. If the Village Engineer determines that a culvert is necessary for proper drainage, then before commencement of any construction of any kind whatsoever, there shall be installed across the proposed driveway a culvert conforming as to size, length and type of material with the minimum standards specified by the Village Engineer. 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.
- (O) After the initial recording of the final plat of subdivision, no lot shall be further divided or subdivided. No part of any such lot less than the whole thereof shall, after the aforesaid date, be separated or conveyed separately or used except as appurtenant to and part of the remainder of such lot.
- (P) For the purposes hereof, any property line adjoining any street or 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 this P.U.D. Ordinance and the building, zoning and other applicable laws and regulations of the Village of Inverness. Only mailboxes mounted on a single 4" x 4" wood post shall be permitted in the development. 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

VILLAGE OF INVERNESS
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

such site for purposes of application of all other ordinances of the Village of Inverness. No fences shall be allowed other than as may be specifically permitted by the ordinances of the Village of Inverness.

- (Q) All non-rubber-tired equipment used in clearing, excavation or construction shall only be loaded or unloaded within the boundary lines of each lot. No truck or commercial vehicle shall be permitted upon any part of the Property, except when said truck or commercial vehicle is actually delivering or unloading personal property to and from the premises, and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the 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.
- (R) An electric or natural gas post light shall be installed in conjunction with each dwelling unit near the driveway but not within any right-of-way before the house constructed shall be occupied.
- (S) No visible oil or gas tank for fuel or other purposes shall be erected or maintained on any part of the 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 Property; except however, 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.

VILLAGE OF INVERNESS
OFFICIAL COPY



UNOFFICIAL COPY

- (U) All Property made subject to this Declaration shall continue to be subject to these covenants and restrictions until December 31, 2024 and thereafter perpetually unless the owners representing two-thirds (2/3) in number of all lots in the 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.
- (V) Each covenant and restriction set forth herein shall be for the benefit of all owners as well as for the benefit of the Village. Each lot owner 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 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.
- (W) Whenever, in the provision of this Ordinance or in the declaration of covenants, restrictions and easements to be recorded pursuant hereto, the Developer and/or respective lot owners are given the financial and functional responsibility for any aspect of this 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 Developer, the responsible lot owner fails to fulfill any such responsibility, the Village shall

VILLAGE OF INVERNESS
UNOFFICIAL COPY



UNOFFICIAL COPY

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 the individual lot of the responsible owner. Said liens may be foreclosed by court action initiated by the Village and, in addition, the Village may bring an action at law against the owner or owners of record of such lot or lots.

SECTION 17: NOTICES TO PURCHASERS.

Purchasers of any lot within the development shall be given a copy of this Ordinance by the Developer prior to their execution of the contract for the purchase of their lot.

SECTION 18: LANDSCAPING.

- (A) The Developer shall take such reasonable and necessary precautions to preserve and protect all trees of good size and health now upon the premises except such trees which are or may be within the road or detention areas as shown on Exhibits A and B
- (B) If any existing live, healthy, mature trees in the development are removed prior to or during construction of the homes or the detention and/or retention areas within the development, the Developer shall plant replacement trees (having at least 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 the number which originally existed. For a period of one year after planting, the Developer shall replace any Replacement Trees which die within such period, with additional Replacement Trees. The species of Replacement Trees shall be one of those specified in the landscaping plan as approved by the Village President.
- (C) All drainage swales and ditches shall be planted by Developer with grass and/or other appropriate vegetation which will inhibit erosion.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 19: ENGINEERING PLANS AND SPECIFICATIONS.

- (A) Prior to the commencement of any construction on the Property or the recording of any plat of subdivision for the Property, final engineering plans and specifications, including specifications for site grading, the required storm drainage facilities, storm water detention and retention areas, and the right-of-way improvements in compliance with this Ordinance, in substantial compliance with the Preliminary Engineering Plans and specifications attached hereto and thereby made a part hereof as Exhibit B, and all applicable ordinances of the Village, shall be approved by the Village President, and the Village Engineer.
- (B) "As built" final engineering plans and specifications for the development in "wash-off" mylar shall be submitted by the Developer, or their respective successors and assigns, 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) All required improvements in the development shall be completed on or before December 31, 2005, and comply with this Ordinance, and the final engineering plans and specifications approved by the Village Engineer 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: SUBDIVISION IMPROVEMENTS.

- (A) The Developer shall, at its sole expense, widen Wood Street on the South side to meet the Village standard 20-foot pavement width and then resurface the entire pavement from Ela Road to the Easterly edge of the Property with ¾-inch thick leveling binder, reflective crack

VILLAGE OF INVERNESS
UNOFFICIAL COPY



UNOFFICIAL COPY

control treatment and 1 ½ inches of bituminous surface course. Areas of Wood Street damaged by the Developer shall be patched, at the Developer's sole expense, before resurfacing.

- (B) All subdivision improvements within or related to the development, other than the final road surface course and final landscaping shall be completed in accordance with the applicable ordinances of the Village of Inverness and this Ordinance, prior to the issuance of any occupancy permits within the development.
- (C) The Village shall not be required to accept that portion of Wood Street to be improved by the Developer and dedicated to the Village until residences have been completed on both of the lots in the development, provided, however, that the Village shall, in any event, not be required to accept such dedication as provided herein unless and until such time as all required improvements, both within the development in question and off-site, comply with this Ordinance, the final engineering plans and specifications approved by the Village Engineer, and all applicable ordinances of the Village of Inverness.
- (D) 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 this 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 hereby agrees not to rescind such request. The Developer shall reimburse the Village for the cost of and expenses related to the erection of any traffic signs within the development deemed necessary by the Village's Board of Trustees for traffic regulation provided pursuant to this sub-paragraph.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (E) The Developer shall be obligated, at their expense, to maintain all subdivision improvements, including snow removal and ice control on the street and/or cul-de-sac within the development, until acceptance of dedication of such street and/or cul-de-sac by the Village's Board of Trustees.

SECTION 21: LETTERS 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 the security hereinafter set forth to assure that adequate funds will be available to the Village to complete the required subdivision improvements for the development if the Developer shall fail to so install on or before December 31, 2005, or to such extended date as approved by the corporate authorities of the Village from time to time. Such security 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;
- (B) The letter of credit shall be in an amount approved by the Village Engineer, representing 110% of the estimated cost of such required improvements within the development plus such other off-site improvements as are necessary and required for the proper functioning and completion of the development;
- (C) The letter of credit shall be in substantially in the form attached as Exhibit C, 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 sixty (60) days after written notice of expiration has been sent by the issuer to the Village;

VILLAGE OF BURNING
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

- (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 by the Village 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 110% of the estimated cost of uncompleted work, plus the additional sum required by paragraph (I) below;
- (H) Upon acceptance of said improvements by the Village of Inverness 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 forty percent (40%) of the original estimated costs for the cost of maintenance, repair, and reconstruction of said improvements until they are accepted by the Village for maintenance, repair and reconstruction of said improvements; and
- (J) In lieu of the letter of credit as described above, the Developer may deposit a cash escrow to be held by the Village in an amount sufficient to cover 100% of the estimated cost to complete such improvements required within the development, plus such other improvements for the entire development which are necessary and required for the proper operation and completion of the development. Such cash escrow shall be in an amount approved by the Village Attorney. Partial payouts in the cash escrow shall be made based on a reduction equal to 100% of the estimated cost of uncompleted work shall remain in said cash escrow. Upon completion of the work and acceptance thereof by the Village, any remaining balance in said cash escrow shall be returned to the Developer. The cash escrow

VILLAGE OF INVERNESS
UNOFFICIAL COPY



UNOFFICIAL COPY

shall also include an amount equal to an additional reserve of forty percent (40%) of the original estimated costs for the cost of maintenance, repair, and reconstruction of said improvements until they are accepted by the Village for maintenance, repair and reconstruction of said improvements.

SECTION 22: EMINENT DOMAIN.

If any portion of the Property is acquired under the threat or exercise of the right of eminent domain for a public or quasi-public purpose, no portion of any lot may be used or provided for which is less than forty three thousand five hundred sixty (43,560) square feet in area.

SECTION 23: PARK DISTRICT ANNEXATION.

The Developer agrees to take such action as may be necessary to seek to annex the Property to the Inverness Park District, if it is not now within the corporate limits of said park district, within thirty (30) days from the date of approval of this Ordinance by the Board of Trustees, or at such time in the future as the Property is contiguous to the Inverness Park District.

SECTION 24: ENFORCEABILITY.

It is agreed that the parties to this Ordinance, and/or their 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 procedures to secure the performance of the terms and conditions contained herein. 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 shall be entitled to all remedies at law and, in addition, may decline to issue any building, occupancy and/or other permit required by the ordinances of the Village until the Developer has complied with the terms hereof.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 25: AMENDMENT BY MUTUAL CONSENT.

The Village, by ordinance of its corporate authorities, and the Developer may by mutual consent agree in writing to amend the terms and conditions set forth in this Ordinance, after a public hearing before the Village of Inverness Plan Commission, but no purported oral amendment to this Ordinance shall be binding or enforceable.

SECTION 26: RECORDATION; BINDING EFFECT.

This Ordinance shall be filed of record with the Office of Recorder of Deeds of Cook County, Illinois, and shall be constructed as covenants and restrictions running with title to the Property and shall inure to the benefit of and be binding upon the respective successors and assigns of the Developer, including but not limited to, any entity acquiring a financial interest in the development and, in addition to all other remedies available to the Village, the Village may decline to issue any building, occupancy or other permits required by the ordinances of this Village while any breach or violation of this Ordinance or any other applicable ordinance of the Village remains uncured. This Ordinance shall also be binding upon and inure to the benefit of successor corporate authorities of the Village.

SECTION 27: RIGHT OF SALE OF DEVELOPER.

It is specifically understood and agreed that the Developer shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons, firms or corporations for investment, building, development and sale purposes, and such other persons, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations, jointly and severally, as the Developer has under this Special Use Ordinance. 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 Property or any part thereof.

UNOFFICIAL COPY

SECTION 28: INDEMNITY FOR CERTAIN COSTS AND EXPENSES.

The Village agrees to cooperate with the Developer in defending any action which contests the annexation, the zoning, and/or the subdivision of the Property and/or any aspect of this Ordinance. All costs, including attorneys' fees, incurred by the Village in connection therewith shall be paid for by the Developer or reimbursed to the Village by the Developer. The Village may require a reasonable deposit by the Developer to cover any anticipated cost therefor.

SECTION 29: APPROVAL AUTHORITY.

Wherever, in the provisions of this Ordinance, approval authority has been delegated to any officer or employee of the Village other than the Board of Trustees for any aspect of this development, either the Developer or that officer or employee shall have the right to have any such decision reviewed, reconsidered, and a final decision thereon made by the Board of Trustees.

SECTION 30: SEVERABILITY CLAUSE.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, 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 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.

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

SECTION 31: 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 Developer as herein identified shall file an unequivocal written acceptance and approval of this Ordinance in the form set forth on page 30 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 32: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

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 special or regular duly called meeting of the Board of Trustees on the 9 day of September, 2003, and deposited and filed in the Office of the Clerk of said Village on said date.

ROLL CALL VOTE:


YEAS: Willis, Tiedje, Post, Gallagher, Brumbaugh, Polk

NAYS: NONE

ABSENT: NONE


ABSTAIN: NONE

APPROVED by the Village President of the Village of Inverness, Illinois, this 9 day of September, 2003.



Village President,
Village of Inverness

ATTEST:



Village Clerk,
Village of Inverness

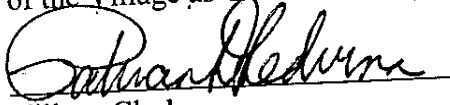
VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

Recorded in the Record of Ordinances
of the Village as Ordinance No. 03-758



Village Clerk,
Village of Inverness

PUBLISHED IN PAMPHLET FORM THIS 10 DAY OF September, 2003.

Property of Cook County Clerk's Office

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

ACCEPTANCE

The undersigned hereby accept the terms and conditions of the foregoing Ordinance.

DEVELOPER AND OWNER:

Taylor Hill Builders, L.L.C.

By: _____
President

ATTEST:

Secretary

Property of Cook County Clerk's Office

VILLAGE OF BURNING
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

EXHIBIT A

FINAL PLAT OF SUBDIVISION PREPARED BY
HAEGER ENGINEERING, L.L.C. AND LAST REVISED August 27, 2003

Property of Cook County Clerk's Office

VILLAGE OF WILVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

EXHIBIT B

SITE PLAN AND FINAL ENGINEERING PLANS PREPARED BY
HAEGER ENGINEERING, L.L.C. AND LAST REVISED August 27, 2003

Property of Cook County Clerk's Office

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY**EXHIBIT C**

Page 1 of 3

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____

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

1. At the request of Taylor Hill Builders, 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 _____ Subdivision) located within the corporate boundaries of the Beneficiary: _____ (including, but not limited to, all areas marked on the final plat as "HEREBY DEDICATED", which such areas constitute the right of way for streets and other public improvements), storm sewers, detention areas, 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.

VILLAGE OF INVERNESS
OFFICIAL COPY

DO NOT REMOVE

UNOFFICIAL COPY

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.
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 110% of the amount required to complete all remaining work on the aforesaid public improvements as estimated by the Village Engineer plus \$ _____ (40% of original estimate).
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.

VILLAGE OF DIVERSNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

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 _____ 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.

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

VILLAGE OF INVERNESS
OFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

EXHIBIT D

EASEMENT LANGUAGE FOR UTILITIES

A. A permanent, non-exclusive easement is hereby reserved for and granted to the Village of Inverness, Cook County, Illinois, and to any cable television company or companies authorized by and having a franchise from the Village of Inverness to install cable television facilities within the subdivision ("the cable companies") and to their successors and assigns in, upon, across, under, and through the areas shown as an easement within dashed lines and/or by the term "public utility easement" on the attached Final Plat of Subdivision for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, and maintaining cable television lines or appurtenances, and without limitation, such other installation as may be required to furnish cable television service to the attached area, and such appurtenances and additions thereto as said Village and the cable companies may deem necessary, together with the right of access across the easements included in the attached Final Plat for the necessary men and equipment to do any and all of the above work. The right is also hereby granted to said Village and the cable companies to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said lines, in, across, under, or through said easements. No permanent buildings or trees shall be placed on said easements, but some may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Such facilities shall generally be located underground except that small and unobtrusive areas may be installed above ground, and the use of said easements shall not conflict or interfere with public improvements and any conflicts in use shall be subject to resolution and approval by the Village.

B. A permanent, non-exclusive easement is hereby reserved for and granted to the Village of Inverness, Cook County, Illinois (hereinafter referred to as the "Village"), and to its successors, assigns, employees, agents, contractors, and franchisees, in, upon, across, over, under, and through the areas shown as an easement within dashed lines on the attached Final Plat of Subdivision and/or by the terms "easement", "Village easement", "drainage easement", and/or "public utility easement", for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining any and all culverts, ditches, swales, storm sewers, drains, manholes, connections, catch basins, retention basins, detention basins, ponds, and without limitation, such other installation as may be required to furnish storm-water drainage and storm-water storage to the Development, and such appurtenances and additions thereto as said Village may deem necessary, together with the right of access across the easements included in the attached Final Plat for the necessary personnel and equipment to do any or all of the above work. The right, but not the obligation, is also hereby granted the Village to do any or all of the above work. The right is also hereby granted to the Village to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to such facilities, in, on, upon, across, under, or through said easements. No permanent buildings or trees shall be placed on said easements, but some may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights, provided, however, that such use of said easements shall not conflict or interfere with public improvements and any conflicts in use shall be subject to the approval of the Village.

VILLAGE OF INVERNESS
UNOFFICIAL COPY



DO NOT REMOVE

UNOFFICIAL COPY

Unless otherwise specifically directed by the Village, the respective lot owners shall be responsible for the control of erosion and the maintenance of any such easements which are part of their respective premises, as indicated on the Final Plat of Subdivision, including any and all drainage and/or storm-water drainage and storage facilities contained therein. In the event a lot owner fails to fulfill said responsibilities, the Village may, but shall not be obligated, to fulfill said responsibilities. The Village may record the costs, including attorneys' fees, as a lien against the title of said lot. The Village may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, bring action at law against the owner or owners of record of said delinquent lot.

C. A permanent, non-exclusive easement for servicing the subdivision and other property with electric and communications service is hereby reserved for and granted to

Commonwealth Edison Company and/or other Electric Service Provider
approved by the Village as a franchisee, and SBC Ameritech,
Grantees

and their respective successors and assigns, jointly and severally, to install, operate, maintain, and remove from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across and along the property shown as an easement within dashed lines and/or by the term "public utility easement" on the attached Final Plat of Subdivision, and the property designed on the Final Plat for streets and cul-de-sacs, together with the right to install required service connections under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon, or over the property within the dashed lines and/or marked "utility easement" without the prior written consent of grantees. Such facilities shall generally be located underground except that small and unobtrusive areas may be installed above ground and after installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The location of facilities by grantees shall not conflict or interfere with public improvements and any conflicts in use shall be subject to resolution and approval by the Village.

D. A permanent, non-exclusive easement for serving the subdivision and other property with gas is hereby reserved for and granted to

NICOR,

its successors and assigns, in, under, across and along the property shown as an easement within dashed lines and/or by the term "public utility easement" as shown on the Final Plat of Subdivision and in the property designated for streets and cul-de-sacs as shown on said Final Plat, said easements to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this Final Plat as well as other property, whether or not contiguous thereto. No buildings shall be constructed or erected in any such "easement" areas, streets, alleys, or other public ways or places. All such gas mains and appurtenances shall be generally located underground except that small and unobtrusive areas may be installed above ground and the use of said easements shall not conflict or interfere with public improvements and any conflicts in use shall be subject to resolution and approval by the Village.

VILLAGE OF INDIANESS
OFFICIAL COPY

