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**PLAT**

4-8-99

SEE PLAT BOOKS

Property of Cook County Clerk's Office

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

4247/0121 49 001 Page 1 of 50  
1999-04-08 13:49:25  
Cook County Recorder 235.00



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:

ORDINANCE NO. 98-620

PLANNED UNIT DEVELOPMENT ORDINANCE  
(RE: Harris Properties, L.L.C.  
Inverness Woods Subdivision  
Planned Unit Development)

PLAT WITH THIS DOCUMENT

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 14th day of July, 1998 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. 98-620.

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is in the records of said Village on file in my office for safekeeping and that said Ordinance has not been amended or repealed.

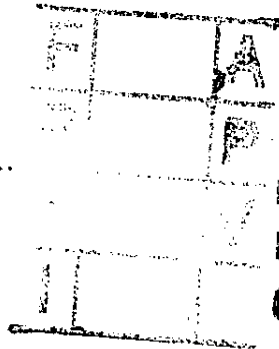
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 9th day of March, 1999.

*Patricia D Ledvina*  
Patricia Ledvina  
Village Clerk, Village of Inverness

(Seal)

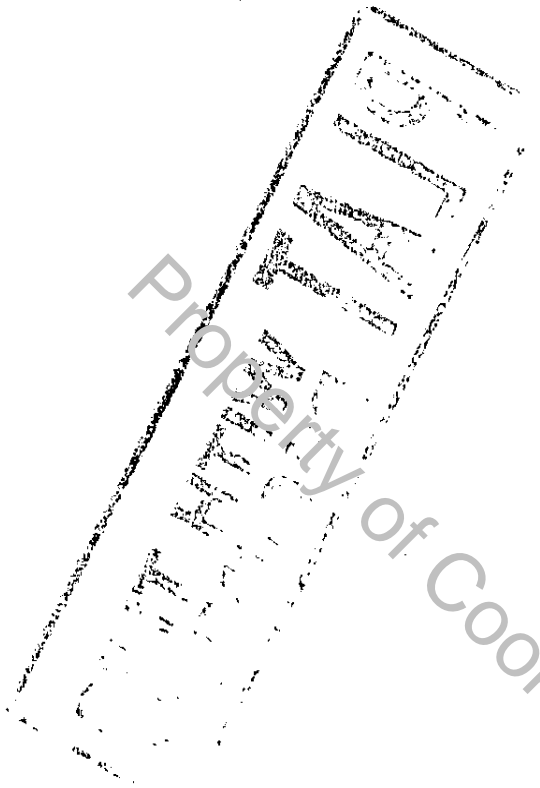
After recording, please return to:

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

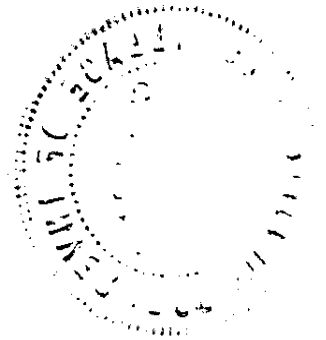


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05/21/98  
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06/02/98  
07/21/98

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VILLAGE OF INVERNESS

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ORDINANCE NO. 98-620

PLANNED UNIT DEVELOPMENT ORDINANCE

(Re. Harris Properties, L.L.C.  
Inverness Woods Subdivision Planned Unit Development)

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ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF INVERNESS, ILLINOIS  
THIS 14th DAY OF July, 1998

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Published in pamphlet form by authority of the Corporate Authorities  
of the Village of Inverness, Illinois, this 15th day of July, 1998.

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After recording, please return to:

James P. Bateman  
Law Offices of James P. Bateman, Ltd.  
5051 Shoreline Road  
Barrington, IL 60010

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7-9640C

05/21/98 07/21/98

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06/02/98

ORDINANCE NO. 98-620

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## PLANNED UNIT DEVELOPMENT ORDINANCE

(Re: Harris Properties, L.L.C.  
Inverness Woods Subdivision Planned Unit Development)

WHEREAS, the Property (hereinafter referred to as "the Property"), which is the subject of this Ordinance consists of approximately 8 acres and is generally located on the West side of Ela Road, immediately South of the Heritage Farms Subdivision, and is legally described as follows:

THE SOUTH 319.55 (AS MEASURED ON THE WESTERLY LINE OF SAID EAST HALF) OF THE NORTH 1513.78 FEET OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTER OF ELA ROAD, IN COOK COUNTY, ILLINOIS.

02-20-104-003  
("the Property").

P.N. 02-20-104-003 - Now known as Lots 1 through 5 in the Inverness Woods Subdivision, being a subdivision of that part of the East 1/2 of the Northwest 1/4 of Section 20, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the Property has heretofore been annexed to the Village of Inverness (hereinafter "the Village") and is presently zoned A-1 Residential District; and

WHEREAS, Mildred Clark is reported to be the owner of record of the property and the proposed developer and contract purchaser of the Property is reported to be Harris Properties, L.L.C. (hereinafter referred to as "the Developer"); and

WHEREAS, the Developer proposes to develop the Property as a residential planned unit development; and

WHEREAS, the Developer has filed with the Village a petition requesting 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 District under the Zoning Ordinance of the Village, but subject to the terms and conditions of such a special use; and **99335861**

WHEREAS, the Developer's petition for special use in the nature of a residential planned 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 in a single unit or phase consisting of not more than five (5) single family lots, each with a minimum area of 43,560 square feet, as well as an outlot to be utilized for storm water detention purposes; 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 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, while encouraging the conservation of significant natural features, all of which is consistent with the purpose and intent of the Zoning Ordinance of the Village, as amended;

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 8 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;
- (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 as follows:

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SECTION 1: FINDINGS.

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

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## SECTION 2: REZONING.

The Property is and shall remain 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 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 Developer to develop and use the Property as described above as a residential planned unit development, consisting of a total of five (5) 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 - Preliminary Plat of Subdivision prepared by Mackie Consultants and last revised July 6, 1998
- Exhibit B - Preliminary Engineering Plan prepared by Mackie Consultants, Inc. and last revised July 6, 1998
- Exhibit C - Preliminary Parkway Plan prepared by Mackie Consultants and last revised July 6, 1998
- Exhibit D - Preliminary Anticipated Site Plan prepared by Mackie Consultants, Inc. and last revised July 6, 1998
- Exhibit E - Permanent Subdivision Entranceway Monument, and Entrance Landscaping Plan Dated February 9, 1998
- Exhibit F - Form of Letter of Credit

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.

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## 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, buildings, 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, 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 five (5) 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.

(C) Other than the existing residence of Lot 5, 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.

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(D) The existing building on proposed Lot 5 of the Property shall be remodeled into a single-family residence with three (but not more than three) bedrooms consistent with the character of the proposed development, and relative to the existing well(s) and septic system(s) on proposed Lot 5, the Developer shall, at its expense, within twelve (12) months from the date of this Ordinance, and prior to re-occupying of said existing residence on Lot 5, obtain a septic permit for and install an on-site sewage disposal system on Lot 5 for a three-bedroom home, which shall comply in all respects with all applicable ordinances, rules and regulations of the Village.

(E) No livestock shall be kept on the Property after the approval by the Board of Trustees of the final plat.

(F) Tool sheds, utility sheds, and detached garages and other detached accessory buildings shall be prohibited within the development, and the existing accessory building of Lot 5 shall be removed prior to the issuance of any building permit in the development.

(G) The required building setback from Ela Road shall be fifty (50) feet from the right-of-way of Ela Road as established by the final plat for the development.

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- (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."
- (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.
- (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.

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## SECTION 10. 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.
- (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.



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## SECTION 11: 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.

## SECTION 12: SITE DEVELOPMENT RESTRICTIONS.

- (A) All substantial grading and excavation shall be limited to that necessary for the road and cul-de-sacs, curbs and gutters, 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. Curb and gutter improvements shall be installed at the Developer's expense consistent with Exhibits A, B and D.
- (B) Stormwater detention and/or retention areas and ponds, flood plain and flood prone areas, if any, as shown on Exhibits B and D, shall be subject to such easements which benefit, among other parties, a homeowners' association to be established by the Developer for the purpose of maintenance and preservation of such areas, and which also benefits the Village, for the purpose of access to, maintenance of, and preservation of said areas if the homeowners' association fails to fulfill its 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.

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- (C) Stormwater retention and/or detention facilities shall be provided in general conformance with Exhibits A, B and D, 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, B and/or D or as may be specifically approved in writing by the Village President and the Village Engineer.
- (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 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 special use permit herein granted is subject to a Cook County Highway Department permit being granted to the Developer for their entrance for Woods Drive, access to which shall be aligned across from Camphill Circle. The special use permit herein granted shall be null and void if such permit has not been obtained by the Developer on or before December 31, 1999, unless this time is extended by the Inverness Board of Trustees, at their reasonable discretion, for good cause shown.
- (H) Between ten (10) and forty (40) feet of frontage of the Property along Ela Road shall be dedicated to the Cook County Highway Department for its realignment of Ela Road.
- (I) The existing driveway serving the existing residence of proposed Lot 5 shall be removed prior to the time that Woods Drive is installed on the Property.

SECTION 13: ARCHITECTURAL DESIGN.

- (A) The Developer shall exercise their approval power as provided in the covenants and restrictions as hereinafter set forth to assure that no two homes within the development will be substantially similar in exterior elevation, design or appearance.
- (B) An architectural review committee shall be established to approve all building plans for the development. Such committee shall consist of three members: one representative of the Developer and two volunteer representatives of the Village chosen by the Village President, after notification to the Developer, until such time as an occupancy permit has been

issued by the Village for every lot in the development, and thereafter each of the three members of the committee shall be appointed by the respective owners of the five (5) lots within the development. All building plans (including initial construction and additions) in the Development shall be subject to the approval of a majority of the architectural review committee.

SECTION 14: SIGNS.

The homeowners' association for the development may maintain one (1) permanent entrance monument, which monument and any related lighting fixtures (including electrical wiring) shall be located within an easement on Lot 5 and not within any right-of-way. Such entrance monument shall be of the style, design, material and dimensions and shall be landscaped all as shown on Exhibit E. The signage on such monument shall state only "Inverness Woods", provided, however, that such sign may also display "Developed by Harris Builders" and the telephone number for the Developer until all lots in the development have been sold by the Developer. Such monument may be externally illuminated, but the installation of such lighting shall be subject to the reasonable approval by the Village President, or his or her 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 homeowners' association as herein provided for to do so. Such entrance monument and any approved lighting relative thereto shall be the responsibility of the

homeowners' association to maintain and repair and in the event such homeowners' 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 each lot in the subdivision, 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. In the event such homeowners' association fails to maintain the lighting, if any, at the level approved by the Village President, the Village may require the removal of the entrance monument and lighting, and such homeowners' association's authority to maintain such entrance monument within the development shall be subject to timely and continued compliance with this provision.

SECTION 15: NO CONSTRUCTION TRAILERS.

No construction trailer shall be maintained within the development or on the Property. However, a sales office, but no construction office or activity, may be maintained in a house offered for sale by the Developer but not then occupied as a residence, until all lots have been sold by the Developer or five (5) years from the date of adoption of this Ordinance, whichever occurs first, provided, however, such sales office shall not be located within the residence on Lot 5.

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## 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 or Arlington Road, and all dwelling units shall only have driveway access to Woods Drive.
- (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 accessory buildings shall be permitted. Any residence constructed or maintained on Lot

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5 shall be limited to three rooms which are or may be used as a bedroom.

- (E) Unless otherwise specifically directed by the Village of Inverness, the respective lot owners shall be responsible for the control or 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 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.
- (F) A homeowners' association, which shall be established by the Developer prior to the execution of the Final Plat by any officials of the Village, shall hold appropriate easements to and be responsible for the maintenance of all of the respective storm sewers, detention and/or retention areas, stormwater management facilities within the

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Special Service Area shall be for the purpose of repair, maintenance, improvement and reconstruction of the storm sewers, stormwater management facilities, detention areas, drainage easements, curbs and gutters, and Conservation Areas within the development if the homeowners' association which is to be established by the Developer fails to do so, and Developer will grant and dedicate 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. In the event the Village elects to form such a Special Service Area, neither Developer nor its successors or assigns shall oppose the formation of such Special Service Area by petition or otherwise.

- (H) 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.
- (I) 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



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other vegetation and promptly remove any dead or untreatable tree or other vegetation.

- (J) 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.
- (K) 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.
- (L) 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.
- (M) No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any part of the Property at any time.
- (N) 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,

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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.

- (0) Notwithstanding that it may otherwise comply with these restrictions, no such dwelling house or attached accessory structure shall be erected, placed or permitted to remain on the Property, and no exterior alteration of any of the foregoing costing more than One Thousand Dollars (\$1,000.00) shall be made to any such dwelling house or attached accessory structure of any type on the Property until and unless the plans and specifications for the same showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost, and shall have been submitted to and approved in writing by the architectural review committee for that unit or its successors or assigns. If such plans and specifications are not approved in writing by said committee, its successors or assigns, within thirty (30) days after the submission of such plans and specifications, approval shall be deemed to have been denied. Such committee shall consist of three members: a representative of the Developer, and two volunteer representatives of the Village chosen by the Village President, after

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notification to the Developer, until such time as an occupancy permit has been issued by the Village for every lot in the development, and thereafter each of the three members shall be appointed by the respective lot owners. All building plans (including initial construction and additions) shall be subject to the approval of a majority of such architectural review committee.

- (P) There shall be no above-ground swimming pools on any part of the Property.
- (Q) 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.
- (R) 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,

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after the aforesaid date, be separated or conveyed separately or used except as appurtenant to and part of the remainder of such lot.

- (S) 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 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.
- (T) 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

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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.

- (U) 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.
- (V) No visible oil or gas tank for fuel or other purposes shall be erected or maintained on any part of the Property.
- (W) 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, (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 homeowners' association may erect and maintain one (1) entranceway monument within the easement on Lot 5, but not within any right-of-way, and such monument shall be and remain in compliance with all applicable ordinances of the Village of Inverness, including this ordinance.

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- (X) All Property made subject to this Declaration shall continue to be subject to these covenants and restrictions until December 31, 2020 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.
- (Y) 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.

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(Z) 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 homeowners' association, and/or the responsible lot owner 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 the individual lot of the responsible owner, or, in the case of a failure by the homeowners' association, on all the lots in the development. 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 and, in addition, written notice, prior to execution of any contract or other document for the purchase of any such lot, of the fact that the property in the vicinity of the development to the North at the Southwest corner of

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Ela Road and Palatine Road is presently owned by the Village of Inverness and may be the site of future municipal facilities and related improvements, or the site of another non-residential use. Such a notation shall also be set forth on the Final Plat of Subdivision.

SECTION 18: LANDSCAPING.

- (A) The Developer shall install landscaping substantially in compliance with Exhibits C and E attached hereto and thereby made a part hereof.
- (B) All parkway trees as required by the Subdivision Regulations of the Village shall be in healthy condition, as approved by the Village Arborist at the time of final acceptance by the Village of the public improvements within the development.
- (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 such trees which are or may be within the road or detention areas as shown on Exhibits A or B.
- (D) If any existing live, healthy, mature trees in the development identified on the Existing Tree List on Exhibit C 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 plans and specifications as approved by the Village Board.

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

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 curbs, gutters, 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 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, 2000, 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) Direct access to and from the property to Ela Road shall be limited only to Woods Drive as shown on Exhibit A. No private driveways shall directly or indirectly access Ela Road or Arlington Road.
- (B) All subdivision improvements within 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 the streets to be dedicated in the development until residences have been completed on all of the lots in the development, provided, however, that the Village shall, in any event, not be required to accept any roads 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 subparagraph.
- (E) The Developer shall be obligated, at its expense, to maintain all subdivision improvements, including snow removal and ice control on Woods Drive within the development, until acceptance of dedication of such cul-de-sac by the Village's Board of Trustees.
- (F) If directed to do so by the Village President, the Developer shall be required to provide, at its expense, a street light of a type approved by the Village President for the intersection of Woods Drive and Ela Road.

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## 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, 2000, 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 125% 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 F, 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;

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 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 125% 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 Developer.

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.

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.

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SECTION 28: INDEMNITY FOR CERTAIN COSTS AND EXPENSES.

The Village agrees to cooperate with the Developer in defending any action which contests the annexation and/or the zoning 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

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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 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 40 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 14<sup>th</sup> day of July, 1998, and deposited and filed in the Office of the Clerk of said Village on said date.

ROLL CALL VOTE:

YEAS: *Fleming, McEnroe, Polk, Post, Ryan*

NAYS: *None*

ABSENT: *Gallagher*

ABSTAIN: *None*

APPROVED by the Village President of the Village of Inverness, Illinois, this 14 day of July, 1998.



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*John G. Putter*

Village President,  
Village of Inverness

ATTEST:

*Sabrina D. Redona*

Village Clerk,  
Village of Inverness

Recorded in the Record of Ordinances  
of the Village as Ordinance No. 98-620

*Sabrina D. Redona*

Village Clerk,  
Village of Inverness

PUBLISHED IN PAMPHLET FORM THIS 15 DAY OF July, 1998.

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:

HARRIS PROPERTIES, L.L.C.

By: *E. Harris*  
President

ATTEST: *[Signature]*

Secretary

OWNER:

99335861

*Mildred J. Clark*  
Mildred Clark

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

99335861

DATE: \_\_\_\_\_

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

1. At the request of \_\_\_\_\_, 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 \_\_\_\_\_, 19\_\_\_\_ (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 Manager] 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 \_\_\_\_\_, 19\_\_\_\_ any of the following described public improvements to be constructed within the subdivision (commonly known as Inverness Woods Subdivision) located within the corporate boundaries of the Beneficiary:

Woods Drive

street (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), 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

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- 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.
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 \_\_\_\_\_, 19\_\_\_. 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 (\_\_\_\_\_, 19\_\_) of this Credit. Such notification shall be served no more than one hundred twenty (120) days nor less than sixty (60) days prior to \_\_\_\_\_, 19\_\_ 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 Manager 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 Manager or the Village President, based upon sworn contractors' affidavits and waivers of lien also approved by the Village Manager 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

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EXHIBIT F  
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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 Inverness Woods 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 \_\_\_\_\_ 19\_\_\_\_.

DATED: \_\_\_\_\_

("ISSUER")

BY \_\_\_\_\_

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