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KANE COUNTY, IL

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ANNEXATION AGREEMENT

Dated April 14, 2005

Between the

VILLAGE OF HAMPSHIRE

AND

HAMPSHIRE EAST LLC, an Illinois limited liability company

HAMPSHIRE WEST LLC, an Illinois limited liability company

MARIANNE NEMTUSIAK

Prepared by and Return to:
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See Permanent
Index Information
on Exhibit "Z"
to Agreement

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ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (this "Agreement") is made and entered into this 14th day of April, 2005 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), HAMPSHIRE EAST LLC, an Illinois limited liability company ("Crown East"), HAMPSHIRE WEST LLC, an Illinois limited liability company ("Crown West"), and MARIANNE NEMTUSIAK ("Nemtusiak," Crown East, Crown West and Nemtusiak are hereinafter referred to collectively as the "Land Owner" while Crown East and Crown West are herein sometimes collectively referred to as "Developer" and are sometimes collectively referred to as "Crown").

WITNESS:

WHEREAS, Crown West is the title holder of record of the real estate containing approximately 1,277 acres, is legally described on **Exhibit "A-3"** attached hereto and made a part hereof ("Tract 1"); and

WHEREAS, approximately 40 acres of Tract 1 located south of Allen Road and east of Harmony Road, extended (the "Annexed Parcel"), legally described on **Exhibit "A-4,"** are within the corporate limits of the Village (It is the express intention of the Land Owner that the provisions of this Agreement apply to all portions of Tract 1, including the Annexed Parcel.); and

WHEREAS, Tract 1 with the Annexed Parcel excluded is herein referred to as "Unincorporated Tract 1"; and

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WHEREAS, Crown East is the title holder of record of real estate containing approximately 502 acres, legally described on **Exhibit "B-1"** attached hereto and made a part hereof ("Tract 2"); and

WHEREAS, Nemtusiak is the title holder of record of real estate containing approximately 7 acres, legally described on **Exhibit "B-2"** attached hereto and made a part hereof ("Tract 3,"); and

WHEREAS, Tract 2 and Tract 3, taken together, constitute a single tract of real estate containing approximately 509 acres, legally described on **Exhibit "B-3"** attached hereto, which is contiguous to the Village and will be developed by Crown East as a residential community sometimes herein referred to and to be known as the "Oakstead Community";

WHEREAS, Tract 1, which is contiguous to the Village but not to Tract 2 or Tract 3, will be developed by Crown West as a residential community sometimes herein referred to and to be known as the "Prairie Ridge Community"; and

WHEREAS, Tracts 1, 2 and 3 are, for convenience, sometimes collectively referred to as the "Property" and Unincorporated Tract 1 and Tract 2 and Tract 3 are herein, for convenience, sometimes collectively referred to as the "Unincorporated Tracts"; and

WHEREAS, Crown East together with Richard Tamms, William Tamms and Joyce Harmon (collectively the "Tamms Owners") are the title holders of record of certain real estate within the municipal boundaries of the Village described on **Exhibit "C"** attached hereto and made a part (the "Tamms Property"); and

WHEREAS, Crown East has contracted to purchase that portion of the Tamms Property not currently owned by it; and

WHEREAS, Crown East plans to sell the portion of the Tamms Property (the "Tamms Residential Parcel") which is depicted on the Preliminary Plan of Tamm's Farm Subdivision on **Exhibit "G"** attached hereto and made a part hereof to K.B. Home Illinois, a Delaware corporation ("K.B. Home"); and


WHEREAS, Land Owner is duly authorized to enter into this Agreement; and

WHEREAS, the Unincorporated Tracts constitute territory which may be annexed to the Village as provided by Article 7 of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes); and

WHEREAS, Land Owner desires to have the Unincorporated Tracts annexed to the Village upon certain terms and conditions as hereinafter set forth; and

WHEREAS, Land Owner desires and proposes, pursuant to the provisions and regulations of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (1985) in effect as of the date hereof and as amended by this Agreement (the "Village Zoning Regulations"), that Tract 1 be classified within a Planned Residential Development District pursuant to the Planned Residential Development District Ordinance of the Village (the "PRD Regulations");

WHEREAS, Land Owner desires and proposes, pursuant to the provisions and regulations of Village Zoning Regulations, that Tracts 2 and 3 be classified within a Planned Residential Development District pursuant to the PRD Regulations;



Owner's submissions satisfy the Village Zoning Regulations, the PRD Regulations, and all other Village ordinances and procedures in all respects except as they may be modified by the terms and provisions of this Agreement; and

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Plan Commission has held such public hearings (whether conducted as part of a joint hearing or individually) as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Land Owner's Petitions and such other provisions of this Agreement and matters as were within its purview; and

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Zoning Board has held such public hearings (whether conducted as part of a joint hearing or individually) as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Land Owner's Petitions, and such other provisions of this Agreement and matters as were within its purview; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the Plan Commission, the Zoning Board, and the Corporate Authorities have found that the proposed classification of the Oakstead Community and the Prairie Ridge

WHEREAS, Developer has submitted to the Village, Preliminary Plats which constitute Preliminary Development Plans under the PRD Regulations for the Oakstead Community and the Prairie Ridge Community (each a "Preliminary Plan") attached hereto as **Exhibits "F-1" and "F-3"** respectively and

WHEREAS, those parcels depicted on the Preliminary Plans as being comprised of single family lots, townhomes, neighborhood parks/community center, a church site, public open space, school sites, municipal sites, private open space/buffers/bio-swales, community park area, public use open space and storm water management facilities are herein collectively referred to as the "Residential Areas" with parcels comprised of single family lots or townhomes herein collectively referred to as "Neighborhoods" and individually as a "Neighborhood;" and

WHEREAS, the portion of Tract 1 identified in the Preliminary Plan for the Prairie Ridge Community for commercial or retail purposes is herein referred to as the "Retail Center";

WHEREAS, Land Owner has filed with the Village Clerk Petitions for zoning approval for a Planned Residential Development for the Prairie Ridge Community and for zoning approval for a Planned Residential Development for the Oakstead Community and said Petitions have been forwarded to the Corporate Authorities and referred to the Plan Commission of the Village (the "Plan Commission") and to the Zoning Board of Appeals of the Village (the "Zoning Board"), and

WHEREAS, the Village staff reviewed the materials submitted by Land Owner with its Petitions and Village and the Corporate Authorities have found Land Owner's submissions to be complete or, in light of the size and the scope of the proposed developments to be sufficiently complete to enable the Village to evaluate Land Owner's Petition, and have determined that Land

Community as Planned Residential Development Districts meets all appropriate standards of the Village and have made findings in support thereof; and

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the Plan Commission and the Zoning Board of Appeals; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Unincorporated Tracts to the Village and the zoning of the Property on the terms and conditions set forth in this Agreement will enable the Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village; and

WHEREAS, the Village, in order to ensure the development of the Property in the public interest, requires certain assurances, as hereinafter set forth, that Developer will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the annexation, zoning and development of the Property; and

WHEREAS, Developer, in order to ensure the development of the Property in a manner economically feasible, requires certain assurances, as hereinafter set forth, of certain terms and conditions and the continuation thereof for a definite period of time; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly passed, have approved the entering into of this Annexation Agreement and have directed the President and Clerk of the Village to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. INCORPORATION OF RECITALS

The preceding recitals are hereby made a part of this Agreement.

II. ANNEXATION AND MUNICIPAL AUTHORITY

2.1 Applicable Law.

This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code.

2.2 Annexation Petition.

Land Owner has filed with the Village Clerk proper petitions (the "Petition") and plats of annexation (each a "Plat of Annexation") attached hereto as **Exhibits "E-1" and "E-2"** and made a part hereof to annex the Unincorporated Tracts (along with adjacent rights of way) to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code.

2.3 Enactment of Annexation Ordinance.

The Corporate Authorities shall enact ordinances (the "Annexation Ordinance") annexing the Unincorporated Tracts (along with adjacent rights of way) to the Village concurrently with the Village's execution of this Agreement. Certified copies of the Annexation Ordinance, along with copies of the Plats of Annexation, shall be recorded by the Village with the Kane County Recorder's Office and filed with the Clerk of Kane County at Developer's expense.

2.4 Village Representations as to Necessary Actions.

The Village represents that it shall take all action(s) and give such notices as may be required and necessary to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and its other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of the Property in the manner described in this Agreement and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

III. ZONING

3.1 Enactment of Zoning Ordinance

3.1.1 Enactment.

Concurrent with the enactment of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance or ordinances approving this Agreement, annexing the Unincorporated Tracts, classifying the Property in Planned Residential Development Districts in the Village, and granting approval of the Preliminary Plans for the Oakstead and the Prairie Ridge Communities, the Preliminary Engineering Plans for the Oakstead Community and the Prairie Ridge Community attached hereto as **Exhibits "F-2" and "F-4"** and made a part hereof (collectively the "Preliminary Engineering Plans"), and the Preliminary Landscape Plans for the Oakstead and Prairie Ridge Communities attached hereto as **Exhibits "L-1" and "L-2"** and made a part hereof (collectively the

"Preliminary Landscape Plans"). The Preliminary Plans (**Exhibits "F-1" and "F-3"**), the Preliminary Engineering Plans (**Exhibits "F-2" and "F-4"**) and the Preliminary Landscape Plans (**Exhibits "L-1" and "L-3"**) together with the supporting documentation required for submission in Planned Residential Development Districts are collectively called the "Preliminary Development Plans." The ordinance or ordinances zoning the Oakstead Community and the Prairie Ridge Community within Planned Residential Development Districts pursuant hereto shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of such Planned Residential Developments. It is the intent of the parties to create permanent zoning classifications which shall remain in effect through the expiration of this Agreement and which shall continue thereafter until altered or revoked in the manner provided by law. The Village shall enact such ordinances and take such action as in law are required to adopt and approve the Preliminary Development Plans and to implement the special conditions set forth herein

3.1.2 Conflicts.

After this Agreement is so approved, the Property is so zoned and the Preliminary Development Plans are so approved, notwithstanding any provision of the Village Zoning Regulations or any other Village ordinance now in effect or adopted during the term of this Agreement in conflict herewith, it is the provisions and standards regulating the use of

the Property as herein set forth that shall apply to the Property. To the extent the provisions or standards contained in this Agreement, or the ordinances zoning the Property contemplated herein, conflict with the provisions of other Village ordinances affecting the Property, the provisions and standards contained in this Agreement and in the ordinances zoning the Property shall control.

3.2 Approval of the Preliminary Development Plans for the Property.

3.2.1 Approval of Preliminary Development Plans.

The Corporate Authorities acknowledge that they have reviewed all supporting documentation they deemed necessary and hereby approve the Preliminary Development Plan for the Oakstead Community on Tracts 2 and 3 and the Preliminary Development Plan for the Prairie Ridge Community on Tract 1 and all supporting documentation submitted with the Preliminary Development Plans. The Preliminary Development Plans incorporate concepts, design criteria, and material specifications which may vary from the Village Zoning Ordinance, the Village Subdivision Ordinance, the Village Landscaping and Tree Preservation Ordinance or any other Village ordinance now in effect but not enumerated in the text of this Agreement. It is the intent of the Corporate Authorities that to the extent either Preliminary Development Plan varies from or conflicts with any Village ordinance now in effect but not enumerated in the text of this Agreement, or adopted during the term of this Agreement, the Preliminary Development Plan shall control

since the Preliminary Development Plans incorporate the matters approved by the Village in the proceedings zoning the Property. By approving the Preliminary Development Plans, the Village is agreeing to take all actions, including the approval of such departures from the provisions of the Village Zoning Ordinance, the Village Subdivision Ordinance, and other regulations and ordinances of the Village, permitted under the PRD Regulations and necessary to allow Tract 2 and Tract 3 to be developed in accordance with the Preliminary Development Plan for the Oakstead Community and to allow Tract 1 to be developed in accordance with the Preliminary Development Plan for the Prairie Ridge Community.

3.2.2 No Further Approvals Required.

Following approval of the Preliminary Development Plans for the Oakstead and the Prairie Ridge Communities, no further zoning approval or hearings shall be required as a prerequisite to the issuance by the Village or the receipt by the Developer of the building permits necessary to the development of any portion of the Property in accordance with the zoning provided for in this Agreement; provided, however, that the Developer shall be required to obtain approval of a Final Development Plan as described in Article V of this Agreement, for the portion of the Property then being developed in accordance with the terms of this Agreement. The Developer's right to develop the Property in substantial conformance with each of the Preliminary

Development Plans shall be, and is hereby, vested, subject to Developer's compliance with any and all requirements of the regulations governing Planned Residential Developments contained in the Village Code. The Final Development Plan submitted for any Neighborhood or portion thereof, may provide for residential lots which are larger or smaller in area or of a different shape than those shown on the applicable Preliminary Development Plan and any such modification of lot size or shape shall not be deemed a material deviation from the Preliminary Development Plan which would require a public hearing under the provisions of the Zoning Code governing Planned Residential Development Districts, so long as the average lot area for all residential lots shown on that Final Development Plan shall not be reduced by more than 5%. Notwithstanding such permitted reductions in average residential lot area, such reductions shall not be the basis for increasing the total number of residential lots to be developed on the Property above the total number of residential lots shown on the Preliminary Development Plans.

3.3 Continuation of Current Use.

Village acknowledges that the current use of the Property is for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and thereafter as permitted by law.

IV. USE STANDARDS.

4.1 Retail Center Standards.

The uses permitted in the Retail Center (Parcel Q on the Preliminary Plan for the Prairie Ridge Community) shall be the uses permitted in B-1, B-2, B-3 and B-4 Districts of the Village Zoning Ordinance. The parking requirements applicable to the Retail Center are included in the Development Standards for the Property set forth on **Exhibit "N"** attached hereto and made a part hereof. The least restrictive setback, loading, floor area ratio and building bulk standards established for B-1, B-2, B-3 and B-4 Districts shall govern buildings in the Retail Center. The site plans for all buildings proposed for the Retail Center shall be subject to review and approval by the Village Board but a public hearing shall not be required prior to approval.

4.2 Residential Area Standards.

The provisions of Sections 4.3 and 4.4 below, along with the other provisions of this Agreement, shall control the development of and be the standards applicable to the Residential Areas of the Property.

4.3 Single Family Detached Dwelling Standards.

4.3.1 Yards

Front	30'
Side (Corner)	
• Without driveway	15'
• With driveway	20'
Side (Interior)	7.5'
Rear	30'

4.3.2 Minimum Lot Depth 110'

4.3.3 Minimum Lot Width

The minimum width for individual lots in each Neighborhood shall be as shown on the Preliminary Development Plans. Minimum widths range from 100' to 65'. The minimum street frontage for corner lots and cul-de-sac lots shall be 25 feet. In all cases, that stated minimum lot width shall be measured at the front yard building set back line.

4.3.4 Maximum Building Height

35' (as measured per the Village Ordinance)

4.3.5 Side Yard Encroachments

Chimneys and bay windows may encroach 2 feet into any side yard.

4.3.6 Minimum Lot Area

The minimum lot area shall vary between Neighborhoods and shall be as shown on the Preliminary Development Plans.

4.3.7 Front Yard Encroachments

In order to encourage more variation between homes and create a more visually interesting streetscape, roofed, but open, unwallled and unscreened front entrance porches may extend into the front yard set back area by a maximum of 5 feet.

4.4 Townhome Dwelling Standards

Townhomes dwellings shall be developed in buildings which contain 3 or more townhome dwellings, which may be conveyed in fee simple subject to a declaration establishing a common interest community as defined in Section 9-102 of the Illinois Civil Code or as "units" subject to provisions of the Illinois Condominium Property Act. The setbacks in Townhome Neighborhoods shall be those applicable to buildings as opposed to individual dwelling units.

4.4.1 Building Setbacks	Minimum Distances
To Exterior Right-of-way or Adjacent Property	40'
To Internal Right-of-way	25'
Front to Front	40'
Garage to Garage	60'
Side to side (Building end to Building end)	20'

4.4.2 Setback Encroachments

Roofed, but open, unwallled and unscreened front entrance porches containing no more than 40 square feet may extend into the 25' Internal Right of Way setback by a maximum of 5 feet, as shown on the Preliminary Development Plans for the Oakstead and the Prairie Ridge Communities. Chimneys and bay windows may encroach 2 feet into setbacks.

4.4.3 Buildings and Site Plans

Buildings may contain 3, 4, 5, 6 or 7 townhome dwelling units.

Buildings containing 7 townhome dwelling units shall have no more than 6 of the townhome units aligned with parallel side walls. The front entrance elevation and the garage door(s) of at least one end unit in all buildings containing 7 townhome dwelling units shall be rotated 90 degrees from the front entrances and garage elevations of the other six units which shall be aligned in order to provide a more varied and visually interesting streetscape appearance. The Final Development Plans for Townhome Neighborhoods may vary but shall comply with the above listed setback requirements and shall be substantially similar to the Preliminary Development Plans for Townhome Neighborhoods. The architectural designs for townhome dwelling units may vary from the units shown in photos which are part of **Exhibit "I"** in terms of elevation, design features and detail but the quality and quantity of exterior finish materials, and trim details shall be substantially similar to those depicted in **Exhibit "I"**.

4.4.4 Anti-Monotony Codes Not Applicable to Townhome Neighborhoods

Since consistent design, color schemes and elevations enhance the value and attractiveness of areas comprised of buildings containing townhomes, Townhome Neighborhoods shall not be subject to the Village anti-monotony codes and the provisions herein dealing with monotony.

4.4.5 Maximum Building Height

35 feet (as measured per the Village Ordinance)

V. FINAL DEVELOPMENT PLANS.

At anytime after the date hereof, Developer may submit and Village shall approve (subject to the Village Ordinances as modified by this Agreement and the Exhibits thereto), Final Development Plans for any Neighborhood or Parcel within the Property as depicted on the Preliminary Development Plans for the Prairie Ridge and Oakstead Communities. It is the parties' intent that Final Development Plans comprised of Final Plats, Final Engineering Plans, Final Landscaping Plans and the supporting documentation and plans (including, but not limited to, drainage and topographical plans) for any Neighborhood or Parcel, shall be consistent and in accord with the applicable portion of the Preliminary Development Plan hereby approved by the Village.

The Parties recognize that the practicalities of development may require Developer to submit Final Development Plans that vary in minor respects from the applicable Preliminary Development Plan. The Village agrees that the Developer may submit Final Development Plans which vary from the Preliminary Development Plan in minor respects which the Village shall approve, without public hearing, provided they are in substantial conformance with the Preliminary Development Plan. The realignment of roads, rights-of-way and easements and increases or decreases in rights-of-way and easements from those shown on the Preliminary Development Plan are examples of minor variations and shall not be reason for a public hearing. A Final Development Plan with minor variations shall be considered to be in substantial conformance with the Preliminary Development Plan.

The Village acknowledges that the Property shall be developed in phases by Neighborhood and by Parcel, each of which shall be the subject of a Final Development Plan. No limitation shall be imposed upon Developer with respect to the number of Neighborhoods or Parcels as to which Final Development Plans may be submitted at any time, the number of Neighborhoods and Parcels that may be under construction at any one time, the location of Neighborhoods or Parcels under construction, or the sequence in which Neighborhoods or Parcels shall be developed. The provisions of this section do not refer to or encompass the limits on the issuance of residential building permits (the "Cap") set forth on **Exhibit "T"** attached hereto and made a part hereof. The right to receive approval of Final Development Plans for an entire Community, or any Neighborhood or Parcel within the Property shall not expire.

VI. UTILITIES.

This Agreement contemplates that an integrated system for the furnishing of water and sanitary sewer utility services to the Property, the Tamms Property, and the Brier Hill Property will be designed, constructed and financed primarily with proceeds from the sale of Special Service Area Bonds ("SSA Bonds"). The components of the Property Water System and the Waste Water System are described on **Exhibit "O"** and **Exhibit "P"** attached hereto and made a part hereof. Construction of such components shall be undertaken, subject to force majeure, in accordance with the Water and Waste Water System Improvements Development Schedule attached hereto as **Exhibit "Q"** and made a part hereof (the "Development Schedule"). The parties shall review and approve the plans, designs and bids for all system components. While the parties shall work together, the decisions of the Village Engineer shall be final. Contract administration shall be performed in accordance with the "Contract Administration Procedures" attached hereto as **Exhibit "W"** and made a part hereof.

The Village, pursuant to the annexation agreement for Brier Hill Property, shall request that the developers of the Brier Hill Property participate in developing the facilities described in **Exhibits "O" and "P"** in accordance with the Development Schedule and the Master Utility Infrastructure Cost Estimate (the "Cost Estimate") attached hereto and made a part hereof as **Exhibit "R"**. In furtherance therewith, the Village, Developer and the developers of Brier Hill shall enter into a separate agreement setting forth the commitments and obligations of each toward the construction and financing of the integrated system contemplated by **Exhibits "O" and "P"** (the "Tri-Party Agreement"). In the event the Tri-Party Agreement has not been completed by May 31, 2005 or such later date as the parties may mutually agree to, Developer shall have the right to revise **Exhibits "O", "P", "Q" and "R"** so that the facilities described thereon do not provide service to the Brier Hill Property or accommodate the needs of the Brier Hill Property (the "Alternative System"). The Alternative System shall be financed with proceeds from the sale of SSA Bonds. Subject to posting a letter of credit or other security with the Village to secure completion, Developer may begin design and construction of the Alternative System on a "pay as the work proceeds" basis with payments due 30 days after invoice subject to reimbursement when SSA Bonds are sold.

6.1 No Action Pending Which Would Interfere with Utilities.

To the best of the Village's knowledge and belief, there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, Developer's right to use the sanitary sewer and potable water supplies and systems serving the Village.

6.2 Property Water System

In connection with the development of the Property certain water facilities described and depicted on **Exhibit "O"** attached hereto and made a part hereof (the "Property Water System") will be designed, constructed, permitted and financed by the Village, the Developer and others.

6.2.1 Construction of the Property Water System

6.2.1.1 Village's Construction Obligations

The Village will design and seek permits (subject to Developer's reasonable review and approval) for all deep wells, all treatment facilities, the elevated water storage tank, pressure reducing valves ("PRV"), booster pumping ("BP") stations and BP\PRV stations and the offsite water mains contemplated by **Exhibit "O"**. The Village's obligation to design and seek permits for components of the Property Water System is intended to cover all components of the Property Water System with the exception of the onsite water mains (including raw water mains) which Developer shall design.

6.2.1.2 Developer's Construction Obligation

After the Village has designed and obtained the permits for all components of the Property Water System with the exception of the onsite water mains (including raw water mains), Developer will bid and construct such components of the Property Water System, some of which will service the

Property, the Tamms Property and the Brier Hill Property when fully developed as contemplated by the terms of the annexation agreement pursuant to which the Brier Hill Property was annexed to the Village. Components for the water system shall be located in the approximate locations shown on **Exhibit "O"**.

6.2.1.3 Onsite Water Distribution Facilities

Developer shall be responsible for designing, obtaining permits for, constructing and financing the onsite water distribution mains (including raw water mains) necessary to service the Property. Developer shall oversize water mains when required to do so by Village so the adjacent lands may be served. Developer shall terminate the water mains at the property lines of the Prairie Ridge and Oakstead Communities so that future developments outside of the Property may be served. The costs incurred to over-size mains (other than those required to serve the Property, the Brier Hill Property or the Tamms Property) shall be subject to recapture from the properties benefiting from such over-sized mains based on each property's pro-rata Population Equivalents ("P.E.") share. The Village shall enact Recapture Ordinances on behalf of Developer to recapture such costs.

6.2.1.4 Contracts

The work to be performed for construction of the Property Water System shall be awarded to contractor(s) based on a competitive bid process, conducted by Developer's engineer. The contractor(s) permitted to bid on the work shall be determined by the Developer and approved by Village Engineer (which approval shall not unreasonably be withheld). The work shall be supervised and inspected by Village Engineer, provided, Developer's engineer shall participate with Village Engineer in such supervision and inspection, but in all cases the decision of the Village Engineer shall be final.

6.2.2 Financing for the Property Water System.

6.2.2.1 Obligation to Fund

The Tri-Party Agreement shall provide that the developers of the Brier Hill Property will fund up to \$4,500,000 toward the design and construction of the Property Water System on a "pay as the work progresses basis" with payment due 30 days after invoice in fulfillment of obligations imposed by its annexation agreement. The remaining costs incurred to design and construct the Property Water System after payment of \$4,500,000 by the developers of Brier Hill shall be paid with proceeds from the sale of SSA Bonds.

6.2.2.2 Creation of Special Service Area

The Village shall, on behalf of Developer, create Special Service Areas ("SSA's") on the Prairie Ridge Community, the Oakstead Community and the Tamms Property in accordance with the provisions of the Special Service Area Tax Law of the State of Illinois (the "SSA Act") and shall thereafter issue SSA Bonds to finance the Property Water System. The customary water system connection fees paid to the Village from the Property and the Tamms Property, as required by ordinance, shall be applied to the repayment of the SSA Bonds.

6.2.2.3 Surplus Capacity Not Expected

The parties do not expect that the Property Water System will have surplus capacity that can be sold to a party not affiliated with the Property, the Brier Hill Property or the Tamms Property. In the event capacity in the Property Water System is sold to a third party, the customary water connection fees and other revenues resulting from such transactions shall be first used to reimburse Developer for costs incurred by Developer to complete the Property Water System when proceeds from the sale SSA Bonds had been fully utilized which have not been reimbursed with Subordinated Revenue Bonds or by any other form of funding. After Developer has

been reimbursed, such connection fees and other revenues shall be next distributed to the holders of the SSA Bonds in an amount equal to costs paid with SSA Bond proceeds (which on a P.E. basis) exceeded the Property's share of the costs of Property Water System improvements. Thereafter such monies shall be distributed pro-rata (based on P.E.) to the holders of the SSA Bonds and the developers of Brier Hill to repay each party's share of costs of the system.

6.2.2.4 SSA Bonds

SSA Bonds shall be issued in accordance with the schedule attached hereto as **Exhibit "S"** and made a part hereof. Developer shall pay for designing, seeking permits for and constructing the Property Water System improvements with proceeds from the sale of SSA Bonds, with each payment to be equal to the payment then owed to its contractor(s). Costs incurred by Developer to acquire offsite easements for the Property Water System shall be reimbursed with SSA Bond proceeds. Prior to sale of SSA Bonds, Developer may begin construction of the Property Water System so long as its obligation to pay its contractors is secured by a letter of credit or payment bond in form acceptable to the Village. Such letter of credit or payment bond shall be posted with the Village at the time that contracts are awarded. When SSA

Bonds are sold and SSA Bond proceeds are available, the security delivered to the Village shall be returned to Developer.

6.2.3 Water Service and Connections

Throughout the term of this Agreement, and upon commencement of work upon the Property Water System, the Village shall allow connection of the buildings and structures built on the Property to the Property Water System and to the Village's water supply system for all purposes, including fire protection. The parties understand and agree that the Property Water System is designed and intended to create sufficient water supply and storage to serve the uses planned for the Property, and accordingly, capacity for 600 P.E. from the existing Village water system will be reserved and made available to the Property within 8 months of execution of this Agreement. The remaining water capacity necessary to serve the Property will be reserved and available within 24 months of execution of this Agreement. Thereafter, throughout the term of this Agreement, the Village shall at all times reserve for use on the Property sufficient water supply and storage in its system(s) to serve the uses planned for the Property, reduced from time to time by the amount of water supply and storage actually utilized for the Property. Village represents that no moratorium or other regulatory restriction exists at this time which would limit the Village's ability to provide water to the Property.

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6.3 Waste Water Collection and Treatment Facilities

Exhibit "P" attached hereto and made a part hereof shows the locations for certain lift stations, forcemains, and interceptors to collect and transport waste water from the Property, the Tamms Property and the Brier Hill Property. The foregoing facilities and the facilities to expand the WWTF to a capacity of 2.76 MGD are collectively called the "Waste Water System."

6.3.1 Construction by Brier Hill

Pursuant to their annexation agreement with the Village, the developers of Brier Hill are responsible for designing (subject to reasonable Village review and approval), seeking permits for and constructing the Brier Hill lift station. The developers of Brier Hill are also responsible for designing a force main for the Waste Water System. The Brier Hill lift station and force main will be oversized to accommodate waste water flow from the Oakstead Community as depicted on **Exhibit "P"**. No recapture will be due from the Oakstead Community for over-sizing the Brier Hill lift station and force main.

The Village shall require that the developers of Brier Hill oversize the gravity sewer main from Big Timber Road to the Brier Hill lift station to accommodate waste water flow from the Oakstead Community. Developer agrees to reimburse the developers of Brier Hill the cost differential between the material and installation cost of an 8-inch PVC SDR26 sewer pipe and the material and installation cost of the oversized pipe.

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6.3.2 Design and Construction by Developer and the Village

Developer shall be responsible for designing (subject to the Village Engineer's reasonable review and approval), permitting and constructing the onsite segments of the gravity flow sanitary sewer interceptors known as the Widmayer Road and Harmony Road Interceptor while the Village shall be responsible for designing the offsite portions of Widmayer Road and Harmony Road Interceptors. Such Interceptors shall extend from the terminus of the force main constructed by the developers of Brier Hill and shall end at the Village's existing Waste Water Treatment Facility (the "WWTF") as depicted on **Exhibit "P"**. These Interceptors shall be designed to accommodate waste water from the Brier Hill Property but no recapture shall be due from Brier Hill Property for the Widmayer Road and Harmony Road Interceptors.

The Village shall be responsible for designing and seeking permits for all lift stations described on **Exhibit "P"**, except for the Brier Hill Lift Station. Developer shall be responsible for constructing all lift stations designed by the Village.

Developer shall be responsible for designing, seeking permits for and constructing and financing the force main and the north interceptor which shall serve future developments north of Big Timber Road as depicted on **Exhibit "P"**.

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6.3.3 Financing the Integrated System

6.3.3.1 Financing from Brier Hill

The developers of the Brier Hill Property have agreed in their annexation agreement with the Village to pay 100% of the actual cost of the design and construction of the Brier Hill lift station and force main up to a maximum of \$1,400,000 on a "pay as the work progresses basis" with payment due 30 days after invoice. In the event the actual costs for the lift station and force main are greater than \$1,400,000, Developer shall pay, via SSA Bonds, for costs in excess of \$1,400,000 but shall not be obligated to contribute toward the Brier Hill lift station and force main if the actual cost is less than \$1,400,000.

6.3.3.2 Financing from SSA Bonds

Except as provided in Section 6.3.3.1, Developer and the Village shall provide financing for the Waste Water System described herein including the expansion of the WWTF with SSA Bonds from SSA's comprised of the Prairie Ridge and Oakstead Communities and the Tamms Property.

6.3.4 WWTF Expansion and Capacity

6.3.4.1 WWTF Expansion

The Village shall design (subject to reasonable review and approval by Developer and the developers of the Brier Hill

Property), seek permits for and construct an expansion of the WWTF from 1.50 MGD to 2.76 MGD. HPI Hampshire LLC ("HPI") is already obligated to finance the initial expansion of the WWTF from 0.75 MGD to 1.50 MGD.

Developer shall finance the design and construction of the expansion of the WWTF from 1.5 MGD to 2.76 MGD. The two customary WWTF impact fees as well as the residential sewer connection fees as currently required by Village ordinance shall be paid by Brier Hill's Residential Area to the Village since the Brier Hill Residential Area is not included in an SSA used to provide SSA Bonds to finance expansion of the WWTF. The Village shall use the WWTF impact fees and residential sewer connection fees paid by the Brier Hill Residential Area for expanding the WWTF from 0.75 MGD to 2.76 MGD.

6.3.4.2 Reservation of Capacity

The Village shall reserve capacity from each stage of the WWTF expansion (capacities are cumulative) for the Property, the Tamms Property and Brier Hill Property as shown on the following table.

	Prairie Ridge Community and Oakstead Community	Tamms Property	Brier Hill
0.75 MGD Capacity (Existing)	600 P.E.	0 P.E.	500 P.E.
0.75 MGD to 1.50 MGD Expansion	3,200 P.E.	630 P.E.	3,000 P.E.
1.50 MGD to 2.76 MGD Expansion	9,500 P.E.	630 P.E.	3,900 P.E.

Village warrants that there is currently 600 P.E. available and reserved to exclusively serve the Property; that there will be an additional 2,600 P.E. available and reserved to exclusively serve the Property upon completion of the expansion of the wastewater treatment plant to 1.5 MGD, and issuance of a new NPDES discharge permit for such capacity; and a total of 9,500 P.E. will be available and exclusively reserved for use by the Property upon completion of the expansion of the WWTF to 2.76 MGD and issuance of a new NPDES Permit for such capacity.

6.3.4.3 Construction Schedule

Construction of the Waste Water System components shall be undertaken in accordance with the Development Schedule (**Exhibit "Q"**). The Village will use its reasonable best efforts to complete construction on that schedule, but completion by that date is not assured.

6.3.4.4 Fees and Surplus Capacity

100% of the customary sanitary sewer system connection fees collected by the Village from the Property and Tamms

Property, as required by ordinance, shall be applied to repayment of SSA Bonds sold to finance the Waste Water System. In the event that surplus capacity in the WWTF is sold to a party other than Developer, the developers of the Brier Hill Property, or the Developer of the Tamms Property, the funds received by Village and attributable to improvements at the WWTF constructed with SSA Bond proceeds shall be applied to repayment of SSA Bonds based on the share (based on P.E.) of the costs of such improvements paid for with SSA Bonds and the balance of such funds shall be retained by the Village.

VII. RECAPTURE

7.1 Recapture Applicable to Property.

Notwithstanding any provision in any development or other agreement the Village may now be a party to or may in the future enter into, the Property shall not be subject to any recapture or obligation of accelerated payment. Any requirement for accelerated payment of fees or recapture contained in that certain development agreement between HPI Hampshire, LLC ("HPI") and the Village dated September 2, 2004 (the "HPI Agreement") shall not apply to the Property; provided, however, the parties acknowledge and agree that a portion of SSA Bond proceeds or other funds shall be paid by Developer to the Village as described below, which shall utilize such monies to reimburse HPI for the portion of the "excess costs" (as that term is defined in the HPI Agreement) actually incurred by HPI in the design and construction of the expansion of

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the WWTF from .75 mgd to 1.5 mgd capacity, and attributable to the Property and Tamms Property under the HPI Agreement. Developer shall pay, at the beginning of each calendar year utilizing SSA Bond proceeds (or with advances from Developer prior to the issuance and sale of SSA Bonds) sewer connection fees for each residential unit Developer is allowed to obtain building permits for during that Calendar year under the Cap described in Exhibit "T". Such payment shall be due upon the first to occur of: (a) the connection of any portion of the Property or the Tamms Property to the Village's waste water system which utilizes capacity in the WWTF made available as a result of the expansion of the capacity of the WWTF to 1.5 MGD or (b) the date that the Village Engineer certifies (after the WWTF capacity expansion to 1.5 MGD is complete) the actual costs incurred by HPI to complete the expansion. Village agrees that the Property is not now and shall not during the term of this Agreement be subject to recapture or other agreements which might obligate the Developer or any subsequent owner of the Property to pay any portion of any off-site utilities or other improvements or to accelerate any payment of fees due to the Village.

7.2 Recapture of Infrastructure Costs Advanced.

If any components of the infrastructure improvements for the Property, including part or all of the Waste Water System and the Property Water System, roadway improvements, rights-of-way, easements and intersection improvements including signalization are designed and constructed by the Developer so as to benefit other real estate (the "benefited properties or property"), then the Village shall adopt a recapture agreement within 60 days of a request from Developer. Recapture agreements shall be in form and substance reasonably acceptable to Developer and the Village, and shall obligate the

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properties benefited by such improvements to pay to the Village (for the benefit of Developer) such property's share of the total cost of said improvements (including hard and soft costs related to the design and installation of said improvements) plus interest at the prime rate from time to time published in The Wall Street Journal (computed from the date of installation until paid to Developer).

The following is an example of a recapture calculation: assume that the Village or Developer determines that a waterline to be constructed by the Developer must be increased from 8" to 10" in order to serve other properties and that the other properties benefited will utilize 25% of the capacity of the 10" line; assume further that the cost of installing an 8" line is \$170,000 and the cost of installing a 10" line is \$200,000 (an additional \$30,000); the benefited properties would pay 25% of the total cost of installing the 10" line (\$50,000), not the difference in cost (\$30,000) to install the larger line. If the foregoing method of calculating recapture is prohibited by State law, the method provided in the statutes for such calculations shall be used. For non-roadway improvements, each property's share of such cost shall be computed on a per acre basis or P.E. basis (if applicable and adequate information is available to make such a determination at the time the recapture ordinance is requested) or as otherwise agreed by Developer and Village. For roadway improvements including signalization, each property's share of such cost shall be computed on a per corner basis or on a street frontage basis.

Each property's share of its recapture obligation shall be paid to the Village upon approval of a final plat or final planned unit development plan for any part of the property so benefited. The recapture agreement shall additionally provide that the

Village shall make reasonable attempts to collect the recapture fees and shall be obligated to bring suit to enforce collection of the fees, and that the Developer will agree to bear the cost of enforcing or defending the recapture agreement. In no event shall the Village be liable to Developer for payment of any part of the recapture claimed by Developer, under the example above (\$50,000) or under any other means of calculation.

VIII. ROADS AND HIGHWAYS

8.1 Roads and Highways

Developer shall construct and pay for those roadway and intersection improvements mandated by the Illinois Department of Transportation ("IDOT") or the Kane County Department of Transportation ("KDOT") in relation to Developer's access points to state and county roadways adjacent to the Property; provided, however, that Developer shall not be responsible for improving (or acquiring right-of-way for): (a) the intersection at U.S. Highway 20 and Big Timber Road; (b) the future realigned intersection of Allen Road and U.S. Highway 20; (c) the realignment of Big Timber Road with Melms Road; (d) the future extension of Allen Road south of the Oakstead Community; (e) all improvements to Route 72 at State Street and Route 47; (f) French Road extension south of the Prairie Ridge Community; (g) that portion of Ketchum Road located beyond the boundaries of the Property or any other regional roads beyond the limits of the Property; and (h) intersection of Allen Road and State Street.

Developer shall construct and pay for traffic signalization at the intersections identified in the "Prairie Ridge of Hampshire Traffic Study", prepared by Brent Coulter of Cemcon, Ltd. on August 20, 2004 – revised September 29, 2004, and in the "Crown



East (Oakstead) Traffic Impact Analysis", prepared by Brent Coulter of Cemcon, Ltd., on August 20, 2003 – revised September 13, 2004 (the "Traffic Studies") if and when warranted by IDOT or KDOT. When traffic signalization is warranted for an intersection identified in the Traffic Studies, Developer shall have the warranted traffic signals installed within 12 months.

The Village, utilizing Transportation Planning and Roadway Improvement Fees (the "Transportation Fee"), shall undertake all improvements mandated for the above listed roads and intersections, including but not limited to right of way acquisition, widening, turn lanes, acceleration/deceleration lanes, and signalization, as same are determined to be necessary, without any cost or assessment to the Developer other than for Transportation Fees.

8.1.1 Developer's Roadway Improvements.

Developer at Developer's expense shall undertake the improvements shown on Exhibit "U-1" and "U-2" attached hereto and made a part hereof and on the Preliminary Development Plans. Such improvements are as follows:

8.1.1.1 US Route 20.

Rural cross section with turning lane improvements required by IDOT for safe access into the Property at the access points shown on the Preliminary Development Plans. Also, if the intersection of Allen Road and U. S. Route 20 shall be re-aligned to match up with the southernmost entrance to the

Oakstead Community, and be constructed at a time prior to construction of said entrance to Oakstead Community, then Developer shall be required to construct said entrance, or contribute funds sufficient for the Village to construct said entrance as part of the other intersection improvements. If the latter, Developer shall only be required to contribute funds in the amount equal to the cost of the minimum intersection improvements required by the Illinois Department of Transportation ("IDOT") for safe access into the Development per the Village Engineer's estimate or, if the estimate cannot be agreed upon, actual Contractor bids for the work.

8.1.1.2 Big Timber Road.

Rural cross section with turning lane improvements required by KDOT for safe access into the Property at the access points shown on the Preliminary Development Plans.

8.1.1.3 Melms Road.

Rural cross section with turning lane improvements required for safe access into the Property at the access points shown on the Preliminary Development Plan for the Prairie Ridge Community. In addition, Developer shall overlay Melms Road between the points of widening for said turning lanes, and also across the frontage of the Property from the eastern most point of the Prairie Ridge access improvements to

Harmony Road as depicted on **Exhibit "U-2."** Such overlay shall consist of 2" surface course and shoulder improvements (both sides of roadway) as warranted by said overlay. To the extent that improvements made by the Developer to the intersection of Melm's Road and Harmony Road benefit the future realignment and reconfiguration of the Big Timber Road and Harmony Road intersection, the Village shall support the Developer's request for credits against the Kane County Traffic Impact Fee and shall consider giving Developer credits against the Transportation Fee.

8.1.1.4 Kelley Road (East of Harmony Road).

Rural cross section improvements at the Harmony Road intersection, as shown on the Preliminary Development Plan for the Prairie Ridge Community. In addition, Developer shall overlay Kelley Road from Harmony Road to the eastern limits of the Property, as depicted on **Exhibit "U-2."** Such overlay shall be performed in accordance with the specifications of Paragraph 8.1.1.3 above.

8.1.1.5 Allen Road.

Rural cross section with turning lane improvements as required by KDOT for safe access into the Property at the access points shown on the Preliminary Plan for the Prairie Ridge Community.

8.1.1.6 Harmony Road (North of Allen Road).

Rural cross section with turning lane improvements as required by KDOT for safe access into the Property at the access points shown on the Preliminary Development Plans.

8.1.1.7 Harmony Road (South of Allen Road).

Three lane urban cross section extension from Allen Road to southern limits of the Property as shown on the Preliminary Plan for the Prairie Ridge Community. The Village shall support the Developer in seeking credits against the Kane County Traffic Impact Fee for those improvements and shall consider Developer's request for credits against Village Transportation Fee for those improvements.

8.1.1.8 State Street (South of Allen Road).

The Village, notwithstanding any provision to the contrary, shall design, engineer and construct, three lane rural cross sections across the frontage of the Property, as shown on the Preliminary Development Plan for the Prairie Ridge Community. Developer shall pay its share, as provided below, of the costs incurred by the Village for designing, engineering, and constructing said improvements within thirty (30) days of receiving invoices for work completed by the Village. Developer shall post a one year letter of credit with the Village to cover Developer's share of the costs of the work

prior to the Village's award of any construction contract for the work.

Developer's share shall be 50% if improvements are made at a time when presently undeveloped properties located east of State Street and south of Allen Road (the "benefited properties") are developed. If such improvements are made prior to the time such properties are developed, then Developer's share shall be 100% of the costs subject to 50% recapture from the benefited properties. The Village shall collect recaptures for the benefit of Developer at the first to occur of: approval of a final plat for the benefited property or the issuance of a building permit for a benefited property.

8.1.2 Timing of Improvements – Prairie Ridge Community.

The times for substantial completion of all roadway improvements herein described is subject to extensions due to the occurrence of events of force majeure.

8.1.2.1 Allen Road and State Street

Prior to the issuance of the 100th residential occupancy permit for the Prairie Ridge Community, Developer shall substantially complete:

8.1.2.1.1 Allen Road, from the western terminus of access improvements to Neighborhood "O" to the

eastern limits of the Property along Allen Road including the intersection improvements at the roadway identified in the Preliminary Development Plan as "Road 2" and at the intersection with Harmony Road.

8.1.2.1.2 State Street from the south property line of Prairie Ridge to the north property line of Prairie Ridge along State Street, including the intersection improvements at the roadway identified on the Preliminary Development Plan as "Road 1".

8.1.2.2 Harmony Road and Kelley Road

Prior to the issuance of the first residential certificate of occupancy in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood K," "L," or "M," Developer shall substantially complete the intersection improvements at Harmony Road and Kelley Road.

8.1.2.3 Harmony and Roads 34 and 35

Prior to the issuance of the first residential certificate of occupancy in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood "E," "F," "G," "H," or "I" Developer shall substantially complete:

8.1.2.3.1 the intersection improvements at Harmony Road
and "Road 34",

8.1.2.3.2 the intersection improvements at Harmony Road
and "Road 35."

8.1.2.4 Access to Harmony and Melms Roads

Prior to the issuance of the first residential certificate of occupancy in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood "A," "C," or "D" Developer shall substantially complete:

8.1.2.4.1 the intersection improvements at Harmony Road
and "Road 62;" and

8.1.2.4.2 the intersection improvements at Melms Road
and "Road 57."

8.1.2.5 Harmony Road and Melms Road Intersection

Prior to the issuance of the 100th certificate of occupancy in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood" "A", "C" or "D", Developer shall substantially complete the intersection improvements at Harmony and Melms Roads.

8.1.2.6 Road 34

Prior to the issuance of the first residential certificate of occupancy in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood "U," "V,"

"W," "X," "Y," "Z," or "AA," Developer shall have substantially completed Road 34 from Harmony Road to Big Timber Road, including intersection improvements at Harmony Road and intersection improvements at Big Timber Road.

8.1.3 Timing of Improvements – Oakstead Community.

The times for substantial completion of all roadway improvements herein described is subject to extensions due to the occurrence of events of force majeure.

8.1.3.1 Road A

Prior to the issuance of the first residential occupancy permit in any of the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood A," "B," or "C" Developer shall substantially complete:

8.1.3.1.1 the intersection of U.S. Route 20 and "Road A,"
and

8.1.3.1.2 the intersection of Big Timber Road and "Road A"

8.1.3.2 Big Timber Road and Road F

Prior to the issuance of the first residential occupancy permit in the Neighborhood identified on the Preliminary Development Plan as "Neighborhood S," Developer shall

have substantially completed the intersection improvements at Big Timber Road and "Road F."

8.1.3.3 Big Timber Road and Road N

Prior to the issuance of the first residential occupancy permit in the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood "O," or "P," Developer shall have substantially completed the intersection improvements at Big Timber Road and "Road N."

8.1.3.4 U.S. Route 20 and Road

Prior to the issuance of the first residential occupancy permit in the Neighborhoods identified on the Preliminary Development Plan as "Neighborhood "H," "I," or "J," Developer shall have substantially completed the intersection improvements at U. S. Route 20 and "Road Y."

8.2 County Transportation Impact Fee

Developer shall be responsible to pay any and all amounts assessed under the Kane County Transportation Impact Fee ordinance for roadway improvements attributable to development of the Property. The Village shall cooperate with and support Developer's efforts to obtain Kane County Transportation Impact Fee credits for Developer's improvements to Harmony Road and for any other road improvements undertaken by the Developer under that ordinance.

8.3 Transportation Fees.

The Property shall be subject to a Transportation Fee of \$1,636 for each dwelling unit constructed on the Property.

8.3.1 Prepayment of Transportation Fees

Upon request of the Village, Developer shall prepay a maximum of \$100,000 in Transportation Fees to be used for design costs associated with the intersection improvements described in the following sections (the "Design Cost Advance"). The first 62 dwelling units built on the Property shall receive a credit for the Transportation Fee which shall in be in reimbursement of the Design Cost Advance.

8.3.2 Use of Transportation Fees.

Transportation Fees received from Developer and the Property, except to the extent credited in reimbursement of the Design Cost Advance, shall be utilized by the Village to design and construct the intersection improvements at the locations listed below. To the extent possible, the Village shall give priority to construction of the improvements for the following intersections:

8.3.2.1 State Street and Allen Road

The intersection of State Street and Allen Road, with a rural cross section with turning lane improvements as required by KDOT. These intersection improvements shall be constructed by the Village at the time Developer undertakes the roadway

improvements to State Street and Allen Road described in Section 8.1.2.1.

8.3.2.2 U.S. Route 20 and Allen Road

The intersection of U. S. Route 20 and Allen Road, with a rural cross section with turning lane improvements as required by IDOT and KDOT.

8.3.2.3 U.S. Route 20 and Big Timber Road

The intersection of U.S. Route 20 and Big Timber Road, with a rural cross section with turning lane improvements as required by IDOT and KDOT.

8.3.2.4 Harmony Road and Big Timber Road

The intersection of Harmony Road and Big Timber Road, with a rural cross section with turning lane improvements as required by KDOT.

8.3.2.5 Ketchum Road and Big Timber Road

The intersection of Ketchum Road and Big Timber Road, with a rural cross section with turning lane improvements as required by KDOT.

8.3.2.6 Harmony Road

The extension of Harmony Road south of the Property with an urban cross section with turning lane improvements required by KDOT.

8.3.3 Other Roadway Improvements.

Developer shall contribute Transportation Fees to the Village as provided in Section 8.3.1 above, and shall construct the improvements identified in Section 8.1 above and on **Exhibits "U-1" and "U-2"** (identified as the Responsibility of Developer). Developer shall not be required to construct any of the intersection improvements described in Section 8.3.2 above, or to any other roadway improvements which are not expressly described herein as being the responsibility of Developer to construct.

IX. DEVELOPMENT PROVISIONS

Notwithstanding any provision of any Village ordinance now or hereafter in effect, the Property shall be developed in accordance with the following standards:

9.1 Design Criteria

The design criteria shown on the Preliminary Development Plans, and the development standards specified on **Exhibit "N"** shall be the standard for development within the Property. To the extent any provision of this Agreement or any Village ordinance now or hereafter in effect conflicts with the Preliminary Development Plans and the development standards specified on **Exhibit "N"**, it is intended the Preliminary



Development Plans and the development standards specified on **Exhibit "N"** shall govern and control.

9.2 Detention Basins.

The maximum planned depth of any storm water detention or retention area shall not exceed 10 feet. Developer shall have the right, but no obligation, to construct shallow (1' or less) wetland-type detention basins in natural open space areas in lieu of deeper traditional basins.

9.3 Roads and Streets.

9.3.1 Streetlights..

Developer shall provide street lighting at all intersections of streets within the Property with roadways under jurisdiction of KDOT or IDOT, in accordance with the requirements of KDOT or IDOT, as applicable; and also, shall provide adequate lighting of public streets within the Property, in accordance with Section 7-3-8 of the Village Municipal Code and shall use the style of light standard shown on **Exhibit "J"** attached hereto and made a part hereof.

9.3.2 Sidewalks.

Sidewalks shall be 5' in width and shall be constructed with 5" thick Portland Cement/Concrete P.C.C. with 4" Aggregate Base in accordance with the Preliminary Development Plans. Pedestrian paths shall be 8' wide and shall consist of a 2" thick bituminous surface course and 8" thick aggregate base and shall generally be located in


accordance with the Preliminary Development Plans. Compacted crushed limestone pathways may be utilized in open space areas and conservation areas with natural vegetation.

9.3.3 Pavement Design.

The road pavement within the Property shall be developed in accordance with the standards set forth in the Preliminary Development Plans.

9.3.4 Cul-de-sacs.

The maximum length of any cul-de-sac in any Neighborhood shall be 1100 feet (as measured in accordance with Village Ordinances) with a minimum right-of-way diameter of 120 feet and a minimum street diameter back to back of curbs of 90 feet at the bulbs of the cul-de-sac. Cul-de-sac bulbs may be asymmetrical in shape and may include landscaped center islands as shown on the Preliminary Development Plans. One cul-de-sac in each of Neighborhoods "A" and "R" in the Prairie Ridge Community, as depicted on the Prairie Ridge Preliminary Development Plan, and one cul-de-sac in each of Neighborhoods "B" and "L" in the Oakstead Community, as depicted on the Oakstead Preliminary Development Plan, shall exceed 500 feet in length.



9.3.5 Block Design.

Section 7-4-3:"Block Standards" of the Village Subdivision Ordinance shall not apply to the Property; block standards shall be as shown on the Preliminary Development Plans.

9.3.6 Street Design.

9.3.6.1 Streets, Roads and Rights-of-way within the Property.

Except for streets in the Retail Center, all streets constructed within the Property shall be dedicated public streets and shall be constructed in accordance with the development standards described in Section 9.1 above. The Developer shall have no obligation to make roadway improvements or dedications of right-of-way to the Village for roadway improvements except as provided for in this Agreement and the Preliminary Development Plans.

9.3.6.2 Residential Streets, Roads and Rights-of-way.

The following provisions shall apply to streets and roads in the Residential Areas.

9.3.6.2.1 Collector Streets.

For purposes of interpreting the Village Subdivision Ordinance, there shall be no collector streets within the Residential Areas other than Road 34 located between Big Timber

Road and Harmony Road, and Kelley Road extended west of Harmony Road, as shown on the Preliminary Development Plans.

9.3.6.2.2 Local Streets.

Except as provided in Section 9.3.6.2.1 above, all streets within the Property shall be deemed "Local Streets" for purposes of interpreting the Village Subdivision Ordinance.

9.3.6.3 Streets, Roads and Rights-of-way Retail Center.

All streets, roads and rights-of-way within the Retail Center will be private streets.

9.3.7 Entry Monuments.

Permanent entry monuments and landscape elements and improvements shall be designed and constructed in accord with the concepts shown on the Preliminary Development Plans. Such monuments, landscape elements and improvements shall conform to the limitations on size set forth in **Exhibit "N"** and on the Preliminary Development Plans and may be constructed within easements or on outlots or upon private property or upon rights-of-way for which a homeowner's associations as per the applicable declaration of protective covenants shall be responsible for maintaining. Monuments shall not interfere with public utilities or interfere with sight lines for traffic movements. Monuments

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shall also comply with the requirements of **Exhibit "N"** and shall include, in addition to the name of the Community or Neighborhood, the word, "Hampshire."

9.3.8 Street Maintenance within the Residential Areas of the Property.

Developer acknowledges that construction traffic entering and leaving a construction site creates debris and dirt on streets and roadways adjacent to the construction site. Accordingly, Developer shall perform the following tasks: (i) clean the streets and roadways adjacent to and within 1,000 feet of Developer's construction site as needed to remove debris and dirt deposited or dropped by Developer's contractors during each week while construction is occurring on said site; (ii) periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations; (iii) take reasonable steps to control dust as needed while construction activities are occurring on the site and (iv) at all times prior to issuance of the Village's Certificate of Completion of any street (not including the surface course) constructed in a Neighborhood, within 12 hours following an accumulation of 1 inch or more of snow thereon in any 8 hour period, cause such street to be plowed and such snow cleared therefrom, and the street to be de-iced. The Village shall, at its expense, plow, remove snow from and de-ice all street segments on which occupied residences which have paid the Village's Transition

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Impact Fee are located, whether or not such street segments have been issued a Village Certificate of Completion.

9.3.9 Security

As security for Developer's performance of street maintenance obligations, and as a condition to approval of the first Final Development Plan for the Prairie Ridge Community and for the Oakstead Community, or as a condition to the issuance of the first grading permit for the Prairie Ridge Community and for the Oakstead Community, Developer shall make a one time deposit for each Community with the Village Clerk in the sum of \$5,000.00 as and for a "Site Control Escrow" for that Community.

9.3.10 Village Performance of Obligations

In the event Developer fails to clean or snow plow the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of Section 9.3.8, or within 24 hours after receipt of notice from the Village of Developer's failure to comply with the provisions of this Section, then the Village may perform, or contract with others to perform, such undertaking and deduct the costs thereof from the Site Control Escrow for the applicable Community. Developer shall, within 15 business days following written notice of such expenditure from the Village, replenish the depleted that Site Control Escrow by delivering additional

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funds to the Village Clerk for deposit in the depleted Escrow so as to maintain a \$5,000.00 balance in both Site Control Escrows at all times.

9.3.11 Return of Security

All sums in the Site Control Escrow established for each Community shall be returned to Developer upon final acceptance of all public improvements within that Community.

9.3.12 Street Lighting and Signage within Residential Areas.

No occupancy permits shall be issued for any Neighborhood until street signs (which may be temporary signs) and traffic control signs have been installed and street lights erected on light posts ("standards"), as shown on **Exhibit "J"**, have been installed and are fully operational. All temporary street signs shall be in form reasonably approved by the Village Engineer.

9.3.13 Streets - Final Lift.

Developer shall have the right, but not the obligation, to install the final lift of surface course to roadways within any Neighborhood during the year that the binder course is installed, subject to the approval of the Village Engineer, provided surety is posted against damage to the pavement by construction traffic such surety shall remain posted for twelve (12) months after the Village accepts the improvements. The Developer shall also be required, at the request of the Village, to install the final lift of any street within the Property if the binder course has



been exposed to three or more winter seasons. After completion of the construction and/or acceptance of any street or road within the Property by the Village, and if construction traffic of Developer or its agents or employees continues to utilize said street or road, Developer shall be responsible for keeping the street or road free from construction debris, and further, Developer shall be responsible for repair of damages to the street or road caused by such construction traffic of its agent and employees.

9.3.14 Street Names.

Developer shall submit to the Village for approval, prior to approval of any Final Development Plan for any Neighborhood, a list of street names for all streets shown on the applicable portion of the Preliminary Development Plan.

9.3.15 Acceptance of Public Improvements within the Residential Areas.

The Village shall issue its Certificate of Completion for all public improvement(s) on the Property, including but not limited to sanitary sewer mains and appurtenances, lift stations, force mains, storm water collection piping and appurtenances, detention/retention facilities, water mains and appurtenances, booster stations, pressure reducing valves, water storage tanks, water treatment plants, water wells, sidewalks, right-of-way, roadways, street lights, street signs, parkway trees and turf within forty-five (45) days after (i) receipt of notice from Developer that specified and identified public improvements within the Property

have been completed, and (ii) delivery to the Village of all required documentation in regard to such improvements, consistent with the applicable Final Development Plans. Thereafter, the Village Engineer shall inspect such improvements and shall use best efforts to indicate, in writing, either his approval or disapproval of the same within 45 days. The Village Engineer's review and inspection of the public improvements shall be based on the standards set forth in the applicable Final Development Plans. If such improvements are not approved, all reasons therefore shall be set forth in a written notice to Developer. Upon Developer's correction of the items set forth in said notice, the Village Engineer, at Developer's request, shall re-inspect the improvements not previously approved and shall either approve or disapprove said improvements, in writing, within 30 days of receipt of Developer's notice requesting said re-inspection. Thereafter, upon issuance of a Certificate of Completion by the Village Engineer, the Village shall accept such improvements pursuant to the provisions of Section 7-5-1(C) of the Village Code. After acceptance by the Village, the Village shall be responsible for operating and maintaining the accepted improvements, subject to the requirement imposed on Developer pursuant to Section 7-2-4(D) of the Village Code, to post a maintenance bond for a period of one year after such acceptance.

9.3.16 Residential Sidewalks.

Since Developer is a developer of residential lots in the Neighborhoods for resale to homebuilders and is not itself a homebuilder, Developer shall not be required to make all sidewalks continuous through vacant lots before the streets and underground utilities in any Neighborhood may be accepted by the Village. Developer may choose to install a continuous sidewalk through any and all vacant lots in any Neighborhood at such time as the other public improvements are accepted for such Neighborhood or provide a separate letter of credit for those sidewalk sections not yet completed. The Village shall accept all improvements within the Neighborhood with the exception of sidewalks upon completion of the acceptance criteria listed above. The Village shall not be obligated to accept any sidewalks within a Neighborhood until continuous sidewalks have been installed throughout the entire Neighborhood, in accord with the Preliminary Development Plan. A building permit may be obtained for a lot prior to the time a sidewalk is built up to the boundaries of or across the lot; provided, however, that Developer shall not be excused from installing such sidewalk thereafter. Developer shall not be required to install sidewalks across an undeveloped lot until such a time that home construction activities are complete on the lot. However, all sidewalks shall be installed in front of all lots within a Neighborhood no later than thirty six (36) months

after the Village accepts the streets within the Neighborhood, regardless of whether or not a house has been constructed on all the lots therein.

9.3.17 Residential Appearance Standards.

9.3.17.1 Monotony.

Developer agrees to apply and enforce the anti-monotony standards set forth on **Exhibit "K"** throughout the Neighborhoods except within those Neighborhoods in which townhomes are constructed.

9.3.17.2 Landscaping Plan and Tree Conservation.

Landscaping for the Residential Areas shall be in accordance with the Preliminary Development Plans and the development standards described on **Exhibit "N"**. The Village agrees that the "Tree Conservation Plan" attached hereto as **Exhibit "M"** fulfills all tree preservation and conservation requirements of the Village ordinance and that no additional mitigation shall be required for trees scheduled for removal in development areas.

9.3.18 Residential Areas – Occupancy Permits.

The Village shall not be required to issue a final occupancy permit for a lot until the sidewalk and driveway apron have been installed, all required parkway trees have been planted, and final grading and seeding have been completed on said lot per the requirements of the Village

Code and this Agreement. Notwithstanding the foregoing, Village will issue temporary occupancy permits in situations where such improvements (other than street signs and traffic control signs necessary for safety and directional purposes) have not been made due to matters beyond Developer's control (such as weather), provided all other requirements for an occupancy permit have been met, including but not limited to requirement for posting a cash deposit with the Village to secure completion of said improvements.

9.3.19 Trees within the Residential Areas.

Developer shall be responsible for the planting, live growth, and preservation of planted trees for any lot for a period of time equal to one year after notice that all trees have been installed within a specified Neighborhood has been given to the Village (the "warranty period"). Developer shall provide a separate letter of credit for such trees for the one year warranty period. Upon expiration of the warranty period, maintenance responsibilities for the trees shall be automatically passed on to the owner of the lot immediately adjacent to the right-of-way in which the tree exists. Delays in planting or replacing trees shall not be a reason for denying a certificate of occupancy if such delay is to take advantage of prime planting times such as autumn.

9.4 Buildable Lots Defined.

A Buildable Lot shall be a single parcel of land which may be legally described as such or may be 1 or 2 or more numbered lots or parts of such lots in a recorded subdivision

plat, and occupied by or intended for occupancy by, one principal building which shall contain a single dwelling unit if the building is a single family detached residence or three or more dwelling units if the building contains townhomes, together with accessory buildings and uses, yards, and other open spaces.

9.5 Ordinance and Building Code Amendments and Fees.

9.5.1 Current Building Ordinances Apply to the Property.

Except as specifically modified in this Agreement, and/or in the Preliminary Development Plans and other Exhibits to this Agreement, the Property shall be developed in compliance with all national building code ordinances in effect in the Village at the time of Village approval of this Agreement, and in effect from time to time thereafter; provided, however, that the application of any new national building code ordinance, or any amendment to an existing national building ordinance adopted after Village approval of this Agreement shall not:

- (a) result in a reduction in the number of residential building lots herein approved for the Property;
- (b) alter or eliminate any of the ordinance departures provided for herein; or
- (c) result in any subdivided lot or structure constructed on the Property being classified as non-conforming under any ordinance of the Village.

Notwithstanding the foregoing, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Property, pursuant to the express and specific mandate of any superior governmental authority, such newly enacted or modified or

amended ordinance or regulation shall apply to the Property and Developer shall comply with same; provided, that any so-called "grandfather provision" contained in the mandate by the superior governmental authority which would serve to exempt or delay implementation against the Property shall be given full force and effect.

The Building Code of the Village is based on the International Code Council Codes. All construction on the Property thereon shall be in conformance with said Code, except that notwithstanding the foregoing, the Property shall not be subject to any amendments to the Village's Building Code other than amendments to the International Code Council Codes adopted by the Village. The Property shall become subject to amendments to any International Code Council Codes 6 months after adoption by the Village of amendments issued by the International Code Council.

9.6 Building and Other Permits.

9.6.1 Review and Issuance of Permits and Approvals.

9.6.1.1 Application for Building Permits and Cap on Building Permits.

Except as expressly provided elsewhere in this Agreement and except for model homes as provided below, following Village approval of a Final Development Plan for a Neighborhood or part thereof of the Property and subject to the cap on the maximum number of residential building

permits that may issue in any year set forth on **Exhibit "T,"**
(the "Cap") application may be made for, and the Village shall
issue, building permits within 15 days in the case of a
residential permit application and within 45 days in the case
of a permit application for the Retail Center, after receipt of a
complete application therefor. To be considered complete an
application shall include a site plan and shall comply with the
provisions of this Agreement and all requirements of the
Village ordinances as modified by this Agreement. No
building permits shall be issued for Neighborhoods lacking
temporary street signs. Developer shall be notified
immediately if a submitted application is incomplete.
Building permit applications for the construction of up to 30
model homes and 15 townhome models in each of the Prairie
Ridge and Oakstead Communities shall be issued without
regard to the Cap and shall not count against the Cap in the
year of issue. A model shall count against the Cap in the year
in which a permanent certificate of occupancy is obtained for
that model in connection with the closing of the sale of that
model to buyers who are purchasing the model for use and
occupancy as a residence.

9.6.1.2 Disapproval.

If any application for building permit is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application within 5 business days of the date of denial.

9.6.1.3 Final Engineering Plans.

Village agrees within 45 days of its receipt thereof to review and comment upon any Final Development Plans submitted by Developer for any Neighborhood, and to approve the submittal within 45 days of receipt of a fully complying set of plans. Village shall review any complete Illinois Environmental Protection Agency ("IEPA") application prepared for filing by Developer within 10 business days of Village's receipt of same and shall sign the permit application as soon as it has approved the application notwithstanding the fact that the Final Engineering Plan for that Neighborhood has not yet been approved by the Village. If after the time of such submittal, review of Developer's Final Engineering Plans makes necessary a change or changes to the applicable IEPA permit application, Developer shall be solely responsible for filing an amended application with IEPA and/or preserving with IEPA the log number and priority position of said application for purposes of IEPA review and approval. After

approval of the Final Grading Plans by the Village Engineer, Developer may undertake, at its own risk, grading operations regardless of whether or not the Final Development Plan has been approved by the Village.

9.6.1.4 Final Grading Plans.

The Village shall, within 45 days of receipt of an application for a grading permit with a full set of plans, review and approve the final grading plans submitted by Developer.

9.6.1.5 Statement of Disapproval.

If any application for approval of a Final Development Plan or Building Plan application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the Final Development Plan or Building Plan Application.

9.6.1.6 Resubmission.

Developer shall thereafter resubmit the Final Development Plan or Building Plan Application, and Village shall, within 30 days of receipt of same, review the changes made. It is the intent of the parties that there not be a re-review of the entire Final Development Plan or Building Plan Application when re-submitted. Upon resubmission, only the corrected parts

and other parts reasonably necessary to be reviewed in order to understand the corrections and changes shall be reviewed.

9.6.2 Residential Areas - Master Building Permit Application.

Developer shall have the right to submit a master building plans for each different model of dwelling unit to be constructed in each Neighborhood.

9.6.2.1 Modifications of Master Building Plan.

After master building plans have been approved, no further submission or approval of building plans shall thereafter be required for the issuance of a building permit for the construction of any building pursuant to an approved master building plan. Applications which include modifications to a previously approved master building plan shall be subject to review by the Village pursuant to Section 9.6.1.

9.6.2.2 Requirement for Building Permits.

Nothing herein, however, shall be construed as a waiver of the requirement that a building permit be obtained and the appropriate permit fee paid as required by the Village building code for each permit.

9.6.3 Early Permit Application

Developer may apply for building permits to begin construction upon portions of the Property prior to the availability of storm sewer, sanitary

sewer, paved streets and water facilities to serve the structures to be constructed upon such portions of the Property. The Village shall issue building permits to portions of the Property where such public improvements are not available, but shall not issue certificates of occupancy until such improvements are available.

The Village shall issue such building permits for both the Prairie Ridge and Oakstead Communities to enable up to 30 single family detached model homes and 15 townhome models to be built in each Community and shall issue building permits for the construction of 25 additional dwelling units in each Community prior to completion of such public improvements.

Construction of models may begin when a stone haul road adequate to handle emergency vehicles has been constructed and approved by the applicable fire protection district. Model homes may be opened to the public as soon as the binder course has been installed on the adjacent street which shall have been substantially constructed (except for punchlist items), inspected and approved by the Village Engineer.

No dwelling unit shall be occupied, and no other building permits for a Neighborhood shall be granted by the Village, until the public improvements with a binder course on all streets have been substantially completed, inspected and approved by the Village Engineer except for minor punchlist items. Occupancy permits for any

buildings in the Retail Center will remain subject to the provisions of Section 9.6.4 below.

The Village shall permit the Developer, and its duly authorized representatives, to install temporary waste water holding tanks, water facilities temporary sewage treatment facilities, and unpaved, granular roads to serve sales offices, model homes and other temporary structures permitted under this Agreement, provided that, except for trailers and temporary structures, such tanks and water facilities shall be removed and disconnected, at the Developer's sole cost, within 60 days of the date that permanent public sewer and water systems become available and the structures are connected thereto and provided further that the Developer shall pave such roads when that portion of the Property is developed.

9.6.4 Occupancy Permits within the Retail Center Prior to Completion of Certain Improvements.

It is acknowledged that weather conditions, construction schedules, and other matters may make appropriate the issuance of building and occupancy permits prior to completion of the improvements within the Retail Center. The Village may grant occupancy permits for buildings at such time as the improvements (other than the final lift) are substantially complete notwithstanding the fact that landscaping is not fully installed, provided that all other requirements for occupancy have been met, including but not limited the requirement for posting a cash

deposit with the Village to secure completion of said improvements.
Developer agrees that the binder course in the Retail Center
Neighborhood will be substantially completed prior to the issuance of
an occupancy permit within the Retail Center.

**9.6.5 Occupancy Permits within the Residential Areas Prior to
Completion of Certain Improvements.**

It is acknowledged that events of force majeure may make appropriate
the issuance of building and occupancy permits prior to completion of
the public improvements within a Neighborhood. The Village shall
grant occupancy permits for buildings at such time as public
improvements within a Neighborhood having an Approved Final
Development Plan (other than the final lift) are substantially complete.

9.7 Land Development.

9.7.1 Special Conditions of Development.

The following special conditions of development shall apply to the
Property.

9.7.1.1 Land Development Activities.

Any time after the execution of this Agreement, and prior to
approval of the Final Development Plan for any
Neighborhood or other part of the Property, Developer may
at its own risk undertake excavation, mass grading, erosion
and sedimentation control, water retention and detention,

filling, soil stockpiling and site grading ("Earthwork") in and upon such Neighborhood or portion of the Property after having complied with the Village requirements set forth on **Exhibit "V"** attached hereto and made a part hereof.

9.7.1.2 Storm Water Control.

Village and Village's consultants have reviewed a report titled "Preliminary Stormwater Management Report for Prairie Ridge Community" prepared by Cemcon Engineering and dated August 25, 2004, revised November 8, 2004 and "Preliminary Stormwater Management Report for Oakstead Community" prepared by Cemcon Engineering and dated September 23, 2004, revised on December 17, 2004. The two reports are hereafter collectively referred to as the "Stormwater Reports." Village agrees that development of the Property in general conformance with the Stormwater Reports and the review letters from Engineering Enterprises, Inc. dated January 31, 2005 (Oakstead), February 28, 2005 (Oakstead) and February 28, 2005 (Prairie Ridge) will be deemed to satisfy all requirements of the applicable Kane County storm water management or similar ordinances, and that no variance need be sought from any Kane County storm water management or similar ordinances in connection with



the development of the Property, pursuant to a Final Development Plan.

9.7.2 Installation of Utilities.

Utilities within a Neighborhood need not be looped if the utilities as designed for the Neighborhood will provide adequate service unless looping is required by the applicable Preliminary and Final Development Plans. Unless physically necessary to serve a Neighborhood, the Developer shall have no obligation to construct water mains and sanitary sewer lines unless a Final Development Plan encompassing the area in which any such lines are to be located has been approved by the Village, and the Developer has undertaken the development of such area. Provided, however, in the event that the owner(s) of an adjacent property is reasonably required to connect to any of said utilities and can do so within established rights-of-way, and easements within the Residential Areas, Developer shall grant a right of access for construction within said easements to such adjacent owners.

9.7.3 Rights-of-way.

In the event that the Developer determines that additional off-site rights-of-way may be necessary to complete or provide service to the road and utility infrastructure on the Property in the most economic manner and accordance with good design and good engineering practices, Developer shall be responsible for all costs and expenses in connection with the obtaining such rights of way and easements. To the



extent such rights-of-way and easements benefit other properties, all or an applicable portion of the sums paid by the Developer may be recaptured in the manner set forth in Section 7.2.

9.7.4 Completion of Improvements.

Public improvements shall be completed in the normal course of the development of the Property and need not be completed within a certain amount of time after the approval of the Final Development Plan.

Developer agrees that public improvements within any Neighborhood will be completed no later than three (3) years after approval of the Final Development Plan for said Neighborhood (excluding sidewalks, parkway trees and minor "punch list" items) with the final lift of any street being completed within three (3) years after approval of the Final Development Plan for said Neighborhood. Developer agrees that public improvements within any Phase of the Retail Center will be complete no later than three (3) years after approval of the Final Development Plan for said Phase (excluding minor "punch list" items).

9.7.5 Security for Public Improvements.

Upon the Village's approval of a Final Development Plan for a Neighborhood, Developer shall post letters of credit or bonds as its surety for public improvements in the amount of 125% of Engineer's Cost Estimate (the "Construction Security"), provided however that no Construction Security or Maintenance Security (as defined below) shall be required for public improvements funded with SSA Bonds or other

public financing. As public improvements are completed by the Developer, the Construction Security posted for the completed improvements shall be reduced and released by the Village but such reductions shall not reduce the Construction Security to an amount which is less than 10% of the original amount. Upon acceptance of the improvements by the Village, Developer shall post letters of credit or bonds for its maintenance obligation for such accepted public improvements in the amount of 10% of the Construction Security posted for the accepted public improvements (the "Maintenance Security") to cover defects in labor and materials but not items of general and ordinary maintenance. The Maintenance Security shall be released and returned to Developer when the one year maintenance period for the applicable public improvement ends. Except as may be required by Kane County ordinances, mass grading improvements as shown on the Grading Plans shall not require the posting of Maintenance Security.

9.7.6 Security for Private Improvements.

Security for private site improvements shall not be required.

9.7.7 Construction Trailers.

The Developer shall have the right to maintain construction trailers, storage trailers and storage facilities on the Property, subject to obtaining a permit therefor.

9.7.8 Construction Hours.

Construction activities on the Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

9.8 Landscaping – Retail Center.

The provisions of the current Village Ordinances shall apply to landscaping in the Retail Center.

9.9 Landscaping – Residential Areas.

Landscaping in the Residential Areas shall be in accordance with the Preliminary Development Plans, the Tree Conservation Plan and **Exhibit "N"**. No other landscaping standards or criteria, tree preservation ordinance, landscape ordinance, or aesthetic control ordinance shall apply to the Residential Areas.

9.10 Signage.

9.10.1 Retail Center Signage.

The Developer shall have the right to construct, install and maintain signs on the Property in accordance with the standards set forth on **Exhibit "N"** for the benefit of the Retail Center. Such signage subject to review and approval by the Village Board.

9.10.2 Residential Areas Signage.

Subject to permits issued in accordance the development standards set described in Section 9.1 above, the Developer shall have the right to construct, install and maintain signs on the Property advertising the sale

and marketing of dwelling units constructed in the Prairie Ridge and Oakstead Communities (including temporary flags for sales events on the model home sites within those Communities) until all residential lots in the Prairie Ridge and Oakstead Communities are sold.

Developer may maintain up to three (3) double-faced 10' x 30' advertising signs for Prairie Ridge Community and three (3) double faced 10' x 30' advertising signs for Oakstead Community which signs may be maintained anywhere within those Communities. Such signs shall be removed when sales within the Communities are concluded.

Developer shall be permitted to illuminate the signs, including the signs at entrances to the Communities and to individual Neighborhoods and in model areas to ensure their visibility.

9.11 Residential Areas - Models, Sales and Construction Offices.

9.11.1 Model Home Areas.

Developer shall have the right to contract with homebuilders to construct and maintain multiple model home areas on the Residential Areas. Such builders shall be required to obtain building permits which shall not count against the applicable "cap" on building permits for that year and certificates of temporary occupancy with respect to such models subject to the other provisions of this Agreement. Builders may utilize their models as sales offices for the marketing of homes in the Communities. There shall be no overnight occupancy at such models.

9.11.2 Sales Trailers.

Builders shall have the right to maintain sales offices in temporary structures and in sales trailers located on the Property in addition to sales offices in model homes. For purposes of this Agreement, a double-wide trailer shall be considered as one trailer. Builder shall be required to obtain building permits and certificates of occupancy for sales offices in sales trailers and in temporary structures.

9.11.3 Installation of Models and Sales Offices Prior to Final Development Plan Approval.

Models homes, sales trailers, temporary structures used for sales offices and signs may be constructed and maintained on any portion of the Property prior to approval of a Final Development Plan and the installation of utilities, subject to the restrictions contained herein.

Temporary fencing may be installed to enclose model home sites and sales office sites, including parking areas, when installed prior to approval of a Final Development Plan. Exterior lighting approved by the Village may be installed in such areas.

X. DECLARATIONS OF PROTECTIVE COVENANTS.

There shall be recorded against the Prairie Ridge Community and the Oakstead Community declarations of protective covenants, conditions, and restrictions in general compliance with **Exhibit "H"** attached hereto and made a part hereof (each a "Community Declaration"). It is contemplated that Neighborhoods within each of the Communities may also be subject to declarations of protective covenants applicable only to that Neighborhood in

addition to the applicable Community Declaration (a "Neighborhood Declaration").

Neighborhoods comprised of Townhomes may also be subject to a Declaration of Condominium Ownership in accord with the Illinois Condominium Property Act. Prior to recording, a copy of each Neighborhood Declaration shall be provided to the Village. All Neighborhood Declarations shall, at a minimum, contain the following provisions:

10.1 Right to Enforce.

Provisions giving the Village the right, but not the obligation, to enforce covenants or maintenance obligations of the association for lands within the Neighborhood.

10.2 Entry on to Common Areas.

Provisions giving the Village the right, upon 30 days' prior written notice specifying the nature of a default under the covenants, to enter upon any common area and cure such default, or cause the same to be cured at the cost and expense of the association or the homeowners in that Neighborhood and giving the Village an immediate right in an emergency situation to demand immediate cure of any default, and if no such cure being made, to cure the default or cause the same to be cured at the cost of and expense of the association or homeowners in that Neighborhood.

10.3 Right to Lien.

Provisions giving the Village the right to charge or place a lien upon the property of the Neighborhood Association for the repayment of such costs and expenses, including reasonable attorneys' fees, incurred in the Village enforcing its rights thereunder.

10.4 No Amendment.

Provisions prohibiting the covenants, conditions and restrictions expressly granting rights or remedies to the Village to be amended without the approval of the Village.

XI. PUBLIC IMPROVEMENT FINANCING

Various public improvements within the Property, both on-site and off-site, including, but not limited to, the design, construction and installation of storm water collection and detention, sanitary sewer collection and treatment, water supply, treatment, storage and distribution, street improvements, sidewalks, street lights, landscaping, and other public improvements, together with related facilities, utilities and appurtenances thereto and all mechanical or services necessary or useful or advisable to such design, construction and installation may be developed utilizing either Special Assessment Bonds or SSA Bonds issued by the Village, as Developer may elect. Any obligation of the Village issued, sold or delivered in connection with this Agreement shall be accompanied by the approving opinion of McGuire Woods LLP, Chicago, Illinois, or other nationally recognized bond counsel acceptable to the parties, that such obligations have been validly issued and constitute binding obligations of the Village in accordance with their terms and as to the tax-exempt status of such obligations. If SSA Bonds are elected by Developer for a specified Community or Communities or Neighborhood or Neighborhoods, the following provisions shall apply:

11.1 SSA Bonds.

At the request of Developer, the Village shall establish SSA's having the boundaries as established by this Agreement. The Village shall issue, in accordance with law, SSA Bonds to pay for public improvements or any other lawful improvements in accordance with the SSA Act designated by Developer (hereinafter the "SSA Improvements")

within the SSA which may include: streets (including curbs, gutters, intersection improvements and traffic signalization) which shall include the Road Improvements and street improvements described in Articles VIII and IX; the Property Water System and Waste Water System described in Article VI, detention basins, and certain grading and landscaping. Beginning with Developer's election, the Village and Developer shall adhere to the schedule set forth on **Exhibit "S"** with respect to issuance of the SSA Bonds based on estimated engineering costs for the SSA Improvements. The Village shall work with Kane County to assess and collect SSA taxes as they become due, including, if necessary the execution of an intergovernmental agreement providing for collection of SSA taxes by the County, and if for some reason such taxes cannot be collected by the County, the Village, working with the Developer, will provide an alternate means of collection with the costs of collection being paid for with SSA Bond proceeds.

Based on the Cost Estimate (attached hereto as **Exhibit "R"**) the maximum total amount of the SSA Bonds that may be issued by the Village on behalf of the Property for improvement construction costs, net of capitalized interest, bond premiums, underwriter's discounts, fees and all other customary costs of issuance shall be \$43,000,000, of which \$10,000,000 may be issued for street improvements and road improvements. Such maximum principal amount of SSA Bonds shall be issued based on actual project costs, not including capitalized interest bond premium, underwriter's discounts, and fees and all other customary costs of issuance. If net construction costs for the Property Water System and Waste Water System improvements exceed \$43,000,000, Developer shall have the right to request that the Village issue additional

SSA Bonds to cover such additional costs, subject to applicable statutory limits. SSA Bonds may be issued on a tax-exempt or taxable basis. SSA Bonds may be issued in one or more series, and may be payable in any manner set forth in the SSA Act and all laws supplementary thereto.

11.2 Developer's Option

Developers shall have the right to elect to have SSA Bonds issued by the Village to pay for on-site street utilities and public improvements within the Property in lieu of financing the Property Water System and Waste Water System improvements described in Article VI and road and street improvements described in Articles VIII and IX as the responsibility of Developer. In the event Developer so elects, Developer shall post, in lieu of the issued escrow bond proceeds, letters of credit with the Village in the full amount of the costs for the system-wide water and sewer system improvements and road improvements to assure their timely completion.

11.3 "Back-Up" Maintenance Special Service Area.

Developer hereby acknowledges, consents and agrees that, prior to the first sale of any portion of the Property, the Village, in order to levy and extend annual ad valorem or special taxes within the Property, may establish SSA's for maintenance of the common areas and other areas which are to be maintained by the homeowners associations established for the Prairie Ridge and Oakstead Communities. Developer agrees not to object to the establishment of such SSA's. Such SSA's shall remain "dormant" in that no taxes may be extended unless and until the Village determines that one or both homeowners associations are not reasonably maintaining the common areas and other areas such associations are responsible for maintaining. The Village shall set the

maximum tax rate for each SSA based on the Village's estimate of the expenses that will be incurred for maintenance of such areas.

11.4 SSA Bonds for Roadway Improvements.

Developer may utilize the proceeds from SSA Bonds to finance the Road-way Improvements described in Article VIII and street improvements described in Article IX as the construction responsibility of Developer. If Developer determines to use SSA financing for Roadway Improvements, SSA Bonds issued by the Village shall, at Developer's sole discretion, include a maximum of \$10,000,000 in net construction dollars for street improvements (including curbs, gutters, intersection improvements and traffic signalization) within the Neighborhoods which are Developer's responsibility to design and construct and for required improvements and/or extensions to Big Timber Road, U.S. Route 20, State Street, Harmony Road, Allen Road, Kelley Road and Melms Road and the new connector street between Harmony Road and State Street to serve the Village Hall Site which are the responsibility of Developer under this Agreement.

11.5 Subordinated Revenue Bonds

Since the timing of the water and sewer connection fees of the Business Park portion of Brier Hill Property are less certain than those from its Residential Area, the Village agrees to issue, sell and deliver and Developer commits to purchase up to a maximum of \$5,000,000 (net of capitalized interest and the fees and other customary costs of issuance) of subordinated water and sewer revenue bonds to be issued by the Village as authorized by the Illinois Municipal Code to complete the construction of the components of the Property Water System and Waste Water System described on Exhibits "O" and "P" (sometimes called the "backbone improvements") which have

been designed to serve the Property, the Tamms Property and the Brier Hill property when fully developed and occupied on a P.E. basis. Proceeds from the sale of up to \$5,000,000 of Subordinated Revenue Bonds may also be used to cover cost overruns for the backbone improvements that the Village chooses not to fund.

11.5.1 Terms of the Subordinated Revenue Bonds.


Water and sewer system revenues (including both operating and connection fees other than connection fees pledged to repay SSA Bonds, if any) generated by and collected from the Property, the Brier Hill Property and the Tamms Property and any future recapturable customers (not current system customers) shall be pledged as security for the Subordinated Revenue Bonds and shall be available for repayment of the Subordinated Revenue Bonds after system operating and maintenance costs have been paid and debt service on any outstanding Village sewer and water system bonds are paid.

Repayment of such Bonds shall be limited to the lesser of 50% of the operating revenues collected from the new system customers, together with all connection fees from all new system commercial and residential customers (other than connection fees from residential customers on the Property which are pledged to repay SSA Bonds) and any connection fees collected directly by the Village to pay for the improvements shown on Exhibits "P" and "O" or total system net cash flow after the payment of operating expenses and existing debt service.

Subordinated Revenue Bonds, which may be issued on a tax-exempt or taxable basis, when as and if issued, shall not bear interest at a rate in excess of 9% and shall have a term not in excess of 30 years.

11.5.2 The Village shall not reduce the water and sewer rates in effect on the date of this Agreement until the Subordinate Revenue Bonds are repaid, unless it shall have first received a report from an Independent Engineer or Independent Financial Consultant selected by the Village. Such report shall certify that, after the rates have been reduced, net operating revenues of the system will be equal to at least 125% of the amount required to pay annual debt service on all outstanding bonds including debt service on the Subordinated Revenue Bonds. The Report shall utilize the actual principal amount and interest rate if the Subordinate Revenue Bonds have been issued or shall assume a principal amount of \$5,000,000 and an interest rate of 7.5% for the Subordinated Revenue Bonds in making the certification.

11.5.3 Village shall not issue any additional debt payable from sewer and water system revenues unless it shall have first received a report from an Independent Engineer or Independent Financial Consultant selected by the Village. Such report shall certify that the net operating revenues of the system will be equal to at least 125% of amount required to pay annual debt service on all outstanding and proposed bonds payable from the water and sewer system revenues including debt service on the Subordinated Revenue Bonds. The report shall utilize the actual



principal amount and interest rate if the Subordinated Revenue Bonds have been issued or shall assume a principal amount of \$5,000,000 and an interest rate of 7.5% for the Subordinated Revenue Bonds in making the certification. The Subordinated Revenue Bonds shall have the same rights to sewer and water system revenue as any future bonds issued by the Village as alternative bonds. The Subordinated Bonds will not be issued in any manner as general obligation bonds of the Village.

XII. FEES AND DONATIONS

Notwithstanding any provision of any Village ordinance now or hereafter in effect.

Neither Developer or the Property shall be required to pay any fees or make donations other than the fees and donations listed below as the donations to be made and the fees to be paid by Developer or the Property.

12.1 Annexation and Zoning Fees Waived.

Developer shall not be obligated to pay any annexation, zoning or rezoning or acreage fees.

12.2 Municipal and District Donations and Impact Fees.

12.2.1 The Residential Areas.

As to the Residential Areas in which there is a Cap on the issuance of building permits during the first ten (10) years of this Agreement, Developer agrees to pay such land/cash, and other impact fees for sewer, water, schools, parks, public sites, library, and fire protection; the Transportation Fee, transition fees, and any other fees listed in this Agreement. The amounts of such land/cash donations fees shall not be

increased from those currently in effect during the first ten (10) years of this Agreement except that the Village's existing transition fees shall be modified by a percentage equal to the percentage increase or decrease in the Consumer Price Index for each calendar year from and after the date of this Agreement. Nor shall any new land/cash donations, impact fees or transition fees adopted by the Village be applicable to the Property during the first ten (10) years of this Agreement. From and after the commencement of the 10th year after the date of this Agreement and except for fees and land/cash donations which are fully satisfied by Developer as provided herein, the amounts then applicable in the Village for land/cash donations, transition fees and impact fees shall be applicable to the Property and shall be paid at the time of building permit. Neither Developer nor the Property shall be liable to pay any increases in the amount of any land/cash donations, transition fees and impact fees until a period of 6 months after the time of establishment of any increased amount shall have elapsed.

12.2.2 Village Hall Site – Condemnation Settlement.

Within 90 days after approval of this Annexation Agreement by the Village Board, Developer shall convey Parcel P which contains 14.916 acres and which is identified on the Prairie Ridge Community Preliminary Development Plan as the "Town Center". Such conveyance may be delayed in the event the Village elects to have only a portion of Parcel P conveyed as provided below. Parcel P shall be conveyed at no

cash cost to the Village with use as the site to a new Village Hall and for public park and open space. Parcel P is herein called the "Village Hall Site". Upon receipt of a deed conveying title to the Village Hall Site to the Village, the Village shall withdraw its condemnation action for the Village Hall Site which is pending in Kane County Circuit Court as Case 02 ED K 02. If the Village Hall Site is conveyed by Developer to the Village and not acquired by the Village in condemnation, Developer shall, at its cost and expense, extend sanitary sewer and water service to the Village Hall Site, install the street(s), curb(s) and gutter(s) adjacent to the Village Hall Site, provide off-site storm water detention for the Village Hall Site and submit the C.L.O.M.R. documentation necessary so that the entire Village Hall Site shall be located outside of a flood plain.

Within 60 days after the date of this Agreement, the Village shall have the right to determine that it needs only the easterly 10 acres of Parcel P as the site for a new Village Hall and for public park and open space. If the Village so determines, Developer shall convey only the easterly 10 acres of Parcel P to the Village as the "Village Hall Site" and Developer shall retain the westerly 4.916 acres of Parcel P. Promptly after determining that the Village needs only 10 acres of Parcel P, the Village shall take all appropriate action so that, notwithstanding anything to the contrary contained in the Preliminary Development Plan for Prairie Ridge, the westerly 4.916 of Parcel P may be used for retail and

commercial uses and developed in accordance with the same standards and criteria herein set forth as applicable to the Retail Center.

Developer shall convey the 10 acre Village Hall Site to the Village once the Village has taken all actions necessary to enable Developer to develop retail and commercial uses on the westerly 4.916 acres of Parcel P.

12.2.3 Credit against Public Use Contribution.

Based on the Preliminary Development Plans, Developer is obligated to donate 37.084 acres of land or make a payment of \$3,079,860 to the Village in satisfaction of the Village's Public Use Contribution for Village Hall, Police Department and Street Department Obligation (the "Municipal Obligation").

Upon conveyance of Village Hall Site comprised of all of Parcel P to the Village, Developer shall receive a credit of \$1,193,280 against the Municipal Obligation, based on the conveyance of 14.916 acres at the Village's land donation value of \$80,000 an acre. The credit shall be reduced to \$800,000 if the Village elects to accept a Village Hall Site comprised of 10 acres instead of 14.916 acres. The balance owed by Developer for the Municipal Obligation shall be divided pro-rata and paid in cash at a rate of \$712.00 per residential unit at the time building permit applications are applied for if the credit is based on the conveyance of 14.916 acres and \$860.00 per residential unit if the credit is based on the conveyance of 10 acres.

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12.2.4 Hampshire Creek Interceptor Sewer Easement.

Within 30 days after receipt of a plat of easement to be prepared by the Village Engineer, Developer shall dedicate, at no cost to the Village, an easement across a portion of the Prairie Ridge Community to accommodate the Village's proposed Hampshire Creek Interceptor Sewer, in accordance with the attached **Exhibit "Y"**.

12.2.5 School Land/Cash Donations.

In full satisfaction of all present and future school land/cash requirements for the Oakstead and Prairie Ridge Communities, Developer shall donate approximately 122.068 acres of land to the Village for use as future school sites. This acreage is split between two parcels with approximately 103 acres located on the Tamms Property as shown on **Exhibit "G"** and with the remaining site containing approximately 19.068 acres comprised of Parcel BB as shown on the Preliminary Development Plan for Prairie Ridge Community. (**Exhibit "F-3"**) (each a "School Site")

12.2.6 Village Ownership of Sites.

No later than 6 months after the date the Village Board approves this Annexation Agreement, title to each School Site shall be conveyed to the Village, for use only as a future school site. The Village shall convey each School Site to School District 300, consistent with the provisions of the Village Ordinances, at such time as District 300 commits to the Village Board to build a school building on each Site

and has demonstrated to the Village Board that the District has the funds needed to construct a school on each Site.

12.2.7 Excess School Site Donation.

Under the Village's School Land/Cash Ordinances, Developer owes a total of 40.79 acres of land for the Prairie Ridge Community and 17.83 acres for the Oakstead Community for a total of 58.62 acres of land, for school purposes. The 122.068 acres donated by Developer represent a contribution of 63.448 acres greater than the contribution required by the Village Ordinance (the "Excess School Site Donation").

12.2.8 Fire Station Site.

Developer has agreed to convey a 3 acre parcel at the southwest corner of Harmony and Melms to the Village for use as a fire station site.

12.2.9 Additional Land Cash Credit-Brier Hill Property and Tamms Property.

Developer shall have the right for good and valuable consideration received from the developers of the Tamms Property and the Residential Area of Brier Hill of designating a portion of Excess School Site Donation to fully satisfy the Brier Hill Residential Area's and Tamms Property's land cash obligations to School District 300.

Under Village Ordinances, the land/cash contribution due to School District 300 from the Tamms Property is 5.01 acres and the land/cash contribution due District 300 from the Residential Area of Brier Hill is

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expected to total 8.34 acres. After calculating these additional credits, Developer's 122.068 acre land contribution still exceeds Village School Land/Cash Ordinance requirements by 50.068 acres.

Prior to the time that a land/cash contribution is due under the applicable Village Ordinance to District 300 from the Residential Area of Brier Hill or the Tamms Property, unless the Village shall have received a notice from Developer certifying that Developer has received consideration from that developer and as a result such developer may be considered a joint donor of a portion of the Excess School Site Donation sufficient to satisfy its land/cash donation obligation to District 300, the Village shall collect cash contributions for District 300 from the Tamms Property and from the Residential Area of Brier Hill in District 300 in accordance with the Village Ordinance.

12.2.10 Parks and Recreation/Land Cash.

In accordance with Village Ordinances, the required Prairie Ridge Community Park and Recreation Land/Cash contribution totals 64.4 acres and the Oakstead Community contribution totals 28.38 acres.

100% of Developer's present and future Land/Cash obligation for the Prairie Ridge and Oakstead Communities for parks and recreation shall be satisfied with donations of the following Parcels depicted on the applicable Preliminary Development Plan to the Village. The land contributions represented by these Parcels exceed the Village Ordinance

requirements for Prairie Ridge Community by 43.89 acres and the Oakstead Community requirement by 69.68 acres.

Prairie Ridge Community:

<u>Parcel</u>	<u>Total Acreage</u>	<u>Floodplain Acreage</u>	<u>Non-Floodplain Acreage</u>
B	39.399	0.00	39.4
CC	27.755	27.11	0.65
T	28.890	9.86	19.03
J	<u>12.246</u>	<u>0.00</u>	<u>12.246</u>
Total of 4 Parks	108.29 Acres	36.97 Acres	70.326 Acres

Oakstead Community:

<u>Parcel</u>	<u>Total Acreage</u>	<u>Floodplain Acreage</u>	<u>Non-Floodplain Acreage</u>
OS #1	6.36	0.00	6.36
Park K-Open Space #24	<u>91.70</u>	<u>64.45</u>	<u>27.25</u>
Total	98.36 Acres	64.45 Acres	33.61 Acres

12.2.11 Parks to be Deeded to the Village.

After annexation of the Prairie Ridge and Oakstead Communities, all of the above described Parcels shall be deeded to the Village subject to restrictions limiting the use thereof to the park, open space and recreation purposes.

The Village shall hold such Parcels, and in its discretion and on its terms and schedule, shall develop and own the Parcels for park, open space and recreation uses or may convey some or all of the Parcels to the Hampshire Park District, the Kane County Forest Preserve District

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or another public or private not-for-profit park, recreation, conservation or open space preservation entity selected by the Village Board which shall agree to provide perpetual public access to the Parcels.

12.2.12 Minimum Park Site Improvement Standards.

The Parcels listed above in Section 12.2.10 (except for Park K in the Oakstead Community which may, at the Village's discretion, be designated in whole or in part as natural or conservation area), shall be graded and seeded by the Developer with sidewalk and parkway trees installed along all street frontage with one water line, and one sewer service line stubbed at edge of the property. These improvements shall be completed for each Parcel within 24 months after the date the Village Board approves a Final Development Plan for the Neighborhood or Parcel adjacent thereto.

12.2.13 Additional Park Equipment.

In addition to the minimum park improvements listed in Section 12.2.12, Developer shall design and install not less than \$35,000 worth of play equipment, benches, gazebos, trellis and/or landscaping or other park enhancements (collectively "Park Enhancements") at one location within each Parcel listed in Section 12.2.10. However, Developer and the Village may agree that Developer may install more or less equipment in any one Parcel, so long as the total investment by Developer in Park Enhancements in all Parcels shall not in the aggregate be materially more or less than \$35,000 per site. Since

Developer's donation of Park Enhancements exceeds Village Ordinance requirements, Developer shall not be required to post bonds for these improvements. The final design and location of Park Enhancements in each Parcel shall be determined by the Developer after consulting with the Village Engineer, the Village Planner and the Hampshire Park District. Park Enhancements shall be installed within 24 months after the Village Board approves the Final Development Plan for the Neighborhood or Parcel adjacent thereto.

12.2.14 Neighborhood Park Improvements and Enhancements.

Developer shall also set aside and develop the neighborhood park sites/parcels shown on the Preliminary Development Plans and which are listed in Section 12.2.15 (the "Neighborhood Parks"). Developer may request that the Village or the Hampshire Park District accept dedication of the Neighborhood Parks which neither entity is required to accept.

If neither the Village nor the Hampshire Park District is prepared to accept title to and agree to maintain any of the Neighborhood Parks, Developer may convey such Parks to the Homeowners' Association for either the Prairie Ridge Community or the Oakstead Community which thereafter shall be responsible for maintaining them or Developer may dedicate them to a public or private not-for-profit agency committed to owning and making such open space accessible to the public.

Developer shall design and install not less than \$35,000 worth of Park Enhancements at one location within each Neighborhood Park. The Village and Developer may agree that Developer may install more or less Park Enhancements in any one Neighborhood Park, so long as the total investment by Developer in Park Enhancements shall not in the aggregate be materially more or less than \$35,000 per Neighborhood Park.

The improvements for each Neighborhood Park shall be designed, developed and installed concurrently by the Developer with the public improvements set forth on the Final Development Plan for the Neighborhood which is located adjacent to the Neighborhood Park. Improvements shall be completed no later than 24 months after the Village Board approves the Final Development Plan for the adjacent Neighborhood.

12.2.15 Neighborhood Park Sites/Parcels.

Prairie Ridge Community: Preliminary Plan

<u>Park</u>	<u>Acreage</u>
1	.495
2	1.971
3	1.166
4	2.851
5	1.349
6	2.284
7	1.321
8	3.592
9	1.346

10	2.965
11	1.818
13	2.403
15	0.607
18	0.434
<u>19.</u>	<u>0.409</u>
15 Sites	25.011

Oakstead Community: Preliminary Plan

<u>Park Parcel</u>	<u>Acres</u>
OS- 2	1.61
OS- 5	2.23
OS- 6	.73
OS- 7	2.06
OS-25	1.22
<u>OS-26</u>	<u>.81</u>
6 Sites	8.66 Acres

12.2.16 Private Community Centers.

In addition to the private and public parks listed above, Developer will develop private, sports and recreation facilities for use by homeowners in both the Prairie Ridge and Oakstead Communities.

Each of these facilities will be owned and maintained by the respective Prairie Ridge Community and Oakstead Community Homeowner Associations. The Community Center for the Oakstead Community shall be located on Parcel F containing 8.04 acres as shown on the Oakstead Community Preliminary Development Plan. The Community Center for the Prairie Ridge Community shall be located on a 7.637 acre parcel labeled "Community Center" on the Prairie Ridge Community

Developer shall design and install not less than \$35,000 worth of Park Enhancements at one location within each Neighborhood Park. The Village and Developer may agree that Developer may install more or less Park Enhancements in any one Neighborhood Park, so long as the total investment by Developer in Park Enhancements shall not in the aggregate be materially more or less than \$35,000 per Neighborhood Park.

The improvements for each Neighborhood Park shall be designed, developed and installed concurrently by the Developer with the public improvements set forth on the Final Development Plan for the Neighborhood which is located adjacent to the Neighborhood Park. Improvements shall be completed no later than 24 months after the Village Board approves the Final Development Plan for the adjacent Neighborhood.

12.2.15 Neighborhood Park Sites/Parcels.

Prairie Ridge Community: Preliminary Plan

<u>Park</u>	<u>Acreage</u>
1	.495
2	1.971
3	1.166
4	2.851
5	1.349
6	2.284
7	1.321
8	3.592
9	1.346

Preliminary Development Plan. Neither of these acreages nor the cost of the facilities to be built on them are being counted toward Developer's minimum required park dedications.

Each of the Community Centers to be constructed by the Developer shall contain not less than two fenced and lighted outdoor tennis courts, a fenced and lighted outdoor basketball court, a sand volleyball court, outdoor swimming pool, sundeck, and baby pool, paved parking for not less than 100 cars and a community building containing a pool equipment room, locker rooms, a kitchen and a community activity meeting room. Each of the Community Centers shall be substantially similar but not necessarily identical in size and amenities to the facility known as the Thornwood Sportscore in South Elgin, Illinois.

Developer currently expects, subject to events of force majeure, to begin construction on the Prairie Ridge Community Center in 2006 and complete the construction in 2007 and to begin construction on the Oakstead Community Center in 2007 and complete construction in 2008.

No bonding or security shall be required by the Village for these private improvements. If the Developer has not commenced construction of the Prairie Ridge Community Center outdoor swimming pool by July 15, 2008 and if thereafter the Village shall have issued occupancy permits for 50% or more of the total residential dwelling units planned for the

Prairie Ridge Community, the Village shall have the right to withhold the issuance of any further building permits for the Prairie Ridge Community until the Developer files an application with the Village for a building permit for the pool, specifies the construction start and completion dates for the facility and posts a letter of credit with the Village to secure the completion of the facility. The same requirements shall apply to the Oakstead Community Center if the Developer has not commenced similar construction by July 15, 2009 and 50% of the occupancy permits for the Oakstead Community are issued by the Village at some date thereafter.

12.2.17 Public Access to Prairie Ridge Community Center Facility.

Residents of the Village who live in homes built on lots in subdivisions where the subdivision plat was recorded prior to December 31, 2003 shall be allowed to purchase an annual family membership allowing them to use the Prairie Ridge Community Center facilities on the same terms as a homeowner in the Prairie Ridge Community after payment of an annual, lump sum, non-prorated fee equal to the total annual family membership fee paid by the owner of a single family detached home in the Prairie Ridge Community. The total fee to be paid for membership in the first year of operation is currently expected to be approximately \$420.00.

12.2.18 Fire District Impact Fees.

Prairie Ridge Community

Pursuant to Village Ordinance, Developer owes a \$300.00 per unit impact fee to the Hampshire Fire Protection District for all 1,840 housing units located in Prairie Ridge Community for a total balance due of \$552,000.00. Developer shall receive a credit of \$240,000.00 against the balance due to the District for dedication of the 3 acre fire station site. The remaining balance due to the Hampshire Fire Protection District for the Prairie Ridge Community shall be collected by the Village on a pro-rata basis of \$170.00 in per unit at the time of building permit application. The Village shall forward funds collected to the Hampshire Fire Protection District.

Oakstead Community

All units in Oakstead Community shall pay the \$300.00 per unit fire protection impact fee to the Village at the time of building permit application. The Oakstead Community is currently split between the Hampshire, Pingree Grove and Huntley Fire Protection Districts. If the three districts are unable to agree on a boundary adjustment to allow one Fire Protection District to serve all of the Oakstead Community, then the per unit fees collected from Oakstead Community by the Village will be paid by the Village to the Fire Protection District in which the subject residential unit is located.

12.3 Satisfaction of Certain Fees and Contributions.

In consideration of the commitments by Developer regarding the Property Water System, the Waste Water Collection System including the expansion of the WWTF from 1.5 MGD to 2.76 MGD as provided in Sections 6.2 and 6.3 above, no Wastewater Treatment Contributions, Water Supply and Storage Contributions, Sanitary Sewer Facility and Treatment Plant Contributions or Water Tower and Facility Contributions shall be paid by Developer or by the Property.

The Property shall pay sewer and water connection fees which shall be used to repay the SSA Bonds.

12.3.1 Review Fees.

Inspection fees and plan review fees shall be assessed on a case-by-case basis, based on actual costs. Such fees shall be subject to the provisions of Section 13.4.

12.3.2 Excess Donations.

Developer may join with adjacent land owners to donate land that may be not within the boundary of the Property to a public body and which exceeds the contribution required of Developer under the applicable ordinances. In such event, Developer shall be given a credit for its such donation to the extent and in the manner such credit is allocated between the parties making the donation, as evidenced by a written acknowledgement of Developer's right to such credit provided to the Village by the party or parties donating the land in question.

12.3.3 Residential Areas Fees.

Since the Village has limited the number of building permits which may be issued in any year for a period of 10 years, no increase in fees and no new fees, including but not limited to permit fees, application fees or impact fees and user fees (excepting water and sewer user charges of general applicability throughout the Village) shall be imposed by the Village upon the Residential Areas during the first 10 years of the term of this Agreement. The only fees applicable to the Residential Areas are set forth in the chart below. Thereafter, the fees shall be those fees of general applicability within the Village, provided however that no change in fees of general applicability shall take effect as to the Residential Areas for a period of 6 months from the date of its adoption by the Village. All fees shall be paid at the time of building permit application.

FEE	SINGLE FAMILY DETACHED	SINGLE FAMILY ATTACHED
Public Use Fee		
Water (1)	N/A	N/A
Sanitary (1)	N/A	N/A
Public Facility (2)	\$712.00 (\$860.00)	\$712.00 (\$860.00)
Transition Fee **		
Municipal – per unit	\$615.00	\$615.00
School - per unit	\$2,750.00	\$2,750.00
Fire - per unit	\$300.00	\$300.00
Park - per unit	\$250.00	\$250.00
Library - per unit	\$85.00	\$85.00
School Land Cash (3)	N/A	N/A

FEE	SINGLE FAMILY DETACHED	SINGLE FAMILY ATTACHED
3 BR SFD 4 BR SFD 2 BR TH (SFA) 3 BR TH (SFA)	N/A	N/A
Park and Recreation/ Land Cash (3) 3 BR SFD 4 BR SFD 2 BR TH (SFA) 3 BR TH (SFA)	N/A N/A	N/A N/A
Wastewater Treatment Impact – per unit(1)	N/A	N/A
Sewer connection – per unit (4) 3 BR SFD 4 BR SFD 2 BR TH (SFA) 3 BR TH (SFA)	\$2,800.00 \$2,800.00	\$1,600.00 \$2,400.00
Water Supply & Storage (1)	N/A	N/A
Water Connection (4) 3 BR SFD 4 BR SFD 2 BR TH (SFA) 3 BR TH (SFA)	\$2,400 \$2,400	\$1,400 \$2,200
Fire Protection/Oakstead Community	\$300.00	\$300.00
Fire Protection/Prairie Ridge Community (5)	\$170.00	\$170.00
Library – per unit	\$150.00	\$150.00
Transportation Fee – per unit	\$1,636.00	\$1,636.00
Building Permit	(6)	(6)

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Notes: ** The Village's Transition Fee is subject to modification by a percentage equal to the percentage increase or decrease in the Consumer Price Index for each calendar year after the date of the this Agreement.

- (1) The Water Tower and Facilities Contribution, the Sanitary Sewer Facility and Treatment Plant Contribution, the Wastewater Treatment Contribution and the Water Supply and Storage Contribution are waived since the Village is not expending any capital to finance the expansion of the Village Sewer and Water Systems to service the Prairie Ridge and Oakstead Communities. In lieu of these contributions, Bonds will be issued to finance necessary system expansions.
- (2) The amount due to the Village for the Municipal Obligation at the time a residential building permit application is made will be \$712.00 if Developer has received a credit of \$1,193,280 for conveyance of 14.916 acres or will be \$860.00 if Developer received a credit of \$800,000 for conveyance of 10 acres. The amount of the payment is based on a fee as per Village's 2/27/79 ordinance which totals \$3,079,944.00 less the amount of the credit for the land conveyed divided by 2,651 (total dwelling units planned for the Prairie Ridge and Oakstead) calculated on the basis that all single family dwellings are assumed to have 4 bedrooms, that 2/3 of all townhome units are assumed to have 2 bedrooms and the remaining 1/3 remainder of all townhome units are assumed to have 3 bedrooms.
- (3) Fully satisfied through land contributions.
- (4) All water and sewer connection fees will be applied to partially repay the Prairie Ridge Community and Oakstead Community SSA Bonds issued to finance the expansion of the Village's sewer and water systems.

- (5) Net remaining fee due from 1,840 units at Prairie Ridge Community after crediting the donation of 3 acre fire station site at the southwest corner of Harmony and Melms Road valued per ordinance at \$80,000 per acre.
- (6) Fees in effect as of the date hereof

XIII. IMPLEMENTATION OF AGREEMENT

13.1 Governmental Services.

Developer may, if it deems it necessary or desirable to do so, file a petition for annexation of the Property to any community service district. The Corporate Authorities agree to aid Developer and to cooperate reasonably with Developer in its dealings with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. The Corporate Authorities agree to aid and support Developer in any effort it makes to have mail delivered directly to buildings within the Property or in any request Developer makes to the postal authorities in regard to the delivery of mail or the provision of U.S. Mail services.

13.2 No Restriction on Agreement.

Notwithstanding anything to the contrary herein contained or contained in any Village ordinance, it is understood that no amendment to any existing ordinance or code of the Village, nor any enactment of any new ordinance or code, shall result in Developer or the Property being materially restricted or prohibited, during the term of this Agreement, from developing the Property in substantial conformance with this Agreement and the Preliminary Development Plans.

13.3 Permits.

The Village shall cooperate with the Developer, at Developer's expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop the Property in accordance with this Agreement and Preliminary Development Plans. Such permits and approvals shall include, but not be limited to, those issued or required by Kane County, IDOT, IEPA, the United States Environmental Protection Agency and the Army Corps of Engineers, the Illinois Department of Natural Resources and the U.S. Fish and Wild Life Department for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and "curb-cuts") construction and use of storm water detention areas and wetlands mitigation.

13.4 Reimbursement of Village Consultant Fees.

Developer shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with applicable provisions of the Village Code. The obligation of Developer shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the parties to arbitration. If the parties can not decide upon an arbitrator within 15 days, the matter shall be submitted to the American Arbitration Association for determination with their procedures. The cost of

the arbitration shall be divided equally between the Village and the Developer. The decision of the arbitrator shall be binding.

13.5 Litigation Brought Against the Village.

13.5.1 The Village agrees to cooperate with Developer in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Agreement and the Exhibits thereto; ii) the annexation of the Property, or any part thereof; iii) the zoning of the Property; iv) any Final Development Plans for the Property; and v) any suit for condemnation for all or any portion of the Property (brought by any other governmental body).

13.5.1.1 In the event of any such lawsuit naming the Village as a party, the Developer may elect to appear and defend the litigation on behalf of the Village in which case the Developer and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case.

13.5.1.2 In the alternative, the Developer may tender the defense of the matters to the Village, in which case the Developer and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case.

13.5.1.3 In either event, the Developer shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.

13.5.1.4 The Village and the Developer will cooperate with each other as necessary to defend any such lawsuit.

13.5.2 In the event the Developer is able to settle any such litigation or claim against the Developer and/or the Village, the Village may then elect to join in such settlement, subject to the following:

13.5.2.1 If the Village declines or refuses to join in such settlement, then from and after the time of such declining or refusal the Developer shall have no obligation to reimburse the Village for its costs, and reasonable attorney's fees incurred thereafter.

13.5.2.2 The Developer shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any provision that the Village itself shall pay costs, damages or other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award.

13.5.3 In the event that the Village fails or refuses to cooperate in the defense of any matters described in this Section, the Developer shall be and is hereby authorized to defend such matter in the Village's name at no expense to the Village.

13.6 Ordinances.

The Village shall, from time to time, enact such ordinances or amend such ordinances as may reasonably be necessary to carry out and enable the Village to carry out the agreements contained herein. Notwithstanding anything contained herein, any amendments to existing ordinances or new ordinances adopted by the Village during the term of this Agreement [other than amendments to International Code Council Ordinances adopted by the Village which shall apply to the Property] that conflicts with provisions of this Agreement or limits or restricts the rights granted herein to Developer or increases obligations over those contained herein, shall not apply to the Property.

13.7 Certification of Ordinances.

At Developer's request, the Village Clerk shall certify copies of the Village Zoning Ordinance and other documents referenced herein to facilitate later interpretation of this Agreement.

13.8 Merger.

The agreements contained herein shall survive the annexation of the Property and shall not be merged or extinguished by the annexation of the Property or any part thereof to the Village.

13.9 Corporate Authorities.

The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

13.10 Facilitation of Development.

It is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Village and Developer hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the development and the use of the Property, as contemplated by the provisions of this Agreement.

13.11 Enforceability of this Agreement.

This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described.

13.12 Remediation.

If for any reason the annexation of all of the Property is ruled invalid, then this Agreement shall remain in effect and the Corporate Authorities agree that they shall, as soon as possible, upon proper petition, which Developer shall promptly provide, annex the Property to the Village in a valid manner upon the terms and conditions contained herein.

13.13 Invalidity of Zoning.


If for any reason the zoning is ruled invalid for part or all of the Property by a court of competent jurisdiction, then, provided such ruling is not due solely to Developer's breach of this Agreement, then the Corporate Authorities agree that they shall immediately take such action as may be required to grant in a valid manner the zoning and special uses contemplated herein.

13.14 Term of Agreement.

This Agreement will be binding on all parties for a term of 20 years from the date of the execution of this Agreement by the Village. In the event that the annexation hereby provided for shall be challenged in any legal proceeding, then, to the extent permitted by law, the period of time during which such proceedings are pending final determination shall toll the term of this Agreement.

13.15 Assignment.

If all or a portion of the Property is conveyed, the grantor shall have the right in connection therewith to expressly assign to the grantee any and all rights and obligations grantor may have under this Agreement which affect the portion of the Property conveyed and thereafter the grantor shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed. Notwithstanding the foregoing, all grantees of any portion of the Property shall be deemed to have been assigned the rights arising hereunder which relate to the development and construction of residential retail and commercial buildings and structures thereon.



13.16 Time of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that all parties will make every reasonable effort, including calling of special meetings, to expedite the subject matters hereof. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

13.17 Binding Effect of Agreement.

This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the provisions of this Agreement not create, either expressly or equitably, any third party beneficiary except for builders who purchase building lots from Developer.

13.18 Notices.

Any notice required pursuant to the provisions of this Agreement shall be in writing and be hand delivered or sent by certified mail return receipt requested, postage prepaid, to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail.

If to Developer: Hampshire East LLC
Hampshire West LLC
c/o Crown Community Development
3600 Thayer Court, Suite 100
Aurora, Illinois 60504-7202
Attn: Marvin L. Bailey

With copies to: Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Attn: John H. Mays

If to Nemtusiak: Marianne Nemtusiak
17N750 Galligan Road
Gilberts, Illinois 60136

With copies to: Edward A. Scott III
Riffner Scott & Stenafonowicz
1920 N. Thoreau Drive, Suite 100
Schaumburg, Illinois 60173

If to Village Clerk - Village of Hampshire
234 South State Street
Hampshire, Illinois 60140

With copies to: Schnell, Bazos, Freeman, Kramer & Schuster
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123
Attn: Mark Schuster

13.19 Default.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then any non-defaulting party shall give notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following

expiration of said 60 day period, any non-defaulting party may seek to enforce this Agreement in any court of competent jurisdiction by an appropriate action at law or in equity. In addition, if Village is the defaulting party and Developer has not commenced construction of the infrastructure on the Property, Developer may elect to disconnect the entire Property from the Village. Upon receipt of Developer notice of disconnection, Village and Developer shall immediately take such actions as may be required to effect the disconnection of the Property from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect.

13.20 Disconnection Due to Conditions for Development.

Village acknowledges that Village and Developer have entered this Agreement with the expectation that certain conditions the Developer has for development (the "Conditions for Development") would be fulfilled. These conditions, critical to the successful completion of a large scale development such as that contemplated for the Property, require the cooperation and approval of various levels of government. They include, but are not limited to, approval by all levels of government of the improvements contemplated herein, the design and implementation of a utility system that serves all the needs of the Property economically and such other matters as the Developer determines are conditions for development of the Property. In the event that Developer determines, anytime prior to the commencement of construction or improvements or mass grading within the Property, that in its sole opinion, the Conditions of Development have not been met, then Developer may elect to disconnect part or all of the entire Property from the Village, provided however that any partial disconnection

must include the entirety of the Prairie Ridge Community or the Oakstead Community.

Upon receipt of Developer's notice of disconnection, Village and Developer shall immediately take such actions as may be required to effect the disconnection of the portion of the Property in question from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect as to that portion of the Property disconnected.

13.21 Conflicts with Village Ordinances.

If, in interpreting this Agreement or considering matters affecting the Property, a conflict arises or exists between Village ordinances and this Agreement, this Agreement and its exhibits shall control, and all such conflicting ordinances of the Village shall, insofar as they conflict with this Agreement and its exhibits and apply to the uses and operations of the Property which are provided for in this Agreement, be deemed of no force and effect. The parties intend that Developer shall comply with those ordinances of the Village which do not conflict with this Agreement.

13.22 Venue.

In the event that this Agreement must be enforced by judicial proceedings, the parties agree that such proceedings shall be conducted only in the Circuit Court in Kane County, Illinois.

13.23 Eminent Domain Proceedings.

The Village shall, if the Village determines that such action is necessary to implement this Agreement, institute condemnation or eminent domain proceedings for such

purpose as the acquisition of right-of-way and easements not acquired by Developer.

The costs of such eminent domain proceedings, including attorneys' fees, court costs and appraisal fees, shall be borne by Developer.

13.24 Definitions.

Terms not specifically defined in this Agreement shall have the meanings attributed to them in the Village Zoning Ordinance.

13.25 Force Majeure.

As used in this Agreement, the term "force majeure" includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; bankruptcy filings by contractors and materialmen; inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes and other natural events which hinder or prevent construction; delays by permitting authorities to process permit applications after application has been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Developer.

13.26 Developer.

When the term Developer is used in this Agreement it refers to Crown or another entity which has purchased or contracted to purchase or acquired title as a dedication or

conveyance of a portion of the Property from Crown and has submitted applications for Final Development Plans and other Final Approvals to the Village; posted bonds or other security for the installation of public improvements; submitted applications for building permits and certificates of occupancy in connection with the development of the Property and the construction of residential; commercial or retail; religious, institutional, cultural and recreational uses and structures on the Property.

13.27 Entire Agreement.

This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Corporate Authorities and Land Owner have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first above written.

VILLAGE:

**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

Attest:

By: *Linda Vasquez*
Village Clerk

By: *Phillip B. Schimert*
Its President



CROWN EAST:

HAMPSHIRE EAST LLC, an Illinois limited
liability company

By: 

Name: Marvin Bailey

Title: Authorized Signatory

CROWN WEST:


HAMPSHIRE WEST LLC, an Illinois
limited liability company

By: 

Name: Marvin Bailey

Title: Authorized Signatory

NEMTUSIAK:

A handwritten signature in black ink, appearing to read 'M. Nemtusiak', written over a horizontal line.

Marianne Nemtusiak

LIST OF EXHIBITS

- Exhibit "A-1" Intentionally Omitted
- Exhibit "A-2" Intentionally Omitted
- Exhibit "A-3" Legal Description of Tract 1
- Exhibit "A-4" Legal Description of the Annexed Parcel
- Exhibit "B-1" Legal Description of Tract 2
- Exhibit "B-2" Legal Description of Tract 3
- Exhibit "B-3" Legal Description of Oakstead Community
- Exhibit "C" Legal Description of Tamms Property
- Exhibit "D" Legal Description of Brier Hill Property
- Exhibit "E-1" Plat of Annexation to the Village of Hampshire
(Prairie Ridge Community)
- Exhibit "E-2" Plat of Annexation to the Village of Hampshire (Oakstead
Community)
- Exhibit "F-1" Oakstead Community Preliminary Plan of Subdivision
- Exhibit "F-2" Oakstead Community Preliminary Engineering Plan
- Exhibit "F-3" Prairie Ridge Community Preliminary Plan of Subdivision
- Exhibit "F-4" Prairie Ridge Community Preliminary Engineering Plan
- Exhibit "G" Preliminary Plan of Tamm's Farm Subdivision
- Exhibit "H" Prototypical Declaration of Covenants, Conditions & Restrictions
for Oakstead Community & Prairie Ridge Community
Homeowners Association
- Exhibit "I" Conceptual Townhome Elevations

Exhibit "J" Streetlight and Street Sign Details

Exhibit "K" Monotony Standards

Exhibit "L-1" Preliminary Landscape Development Plans – Oakstead
Community

Exhibit "L-2" Preliminary Landscape Development Plans – Prairie Ridge
Community

Exhibit "M" Tree Conservation Plan

Exhibit "N" Development Standards for the Property

Exhibit "O" Property Water System

Exhibit "P" Property Waste Water Collection System

Exhibit "Q" Water & Waste Water System Improvements Development
Schedule

Exhibit "R" Master Utility & Infrastructure Cost Estimate

Exhibit "S" Schedule For Issuance of SSA Bonds

Exhibit "T" Building Permit Caps

Exhibit "U-1" Roadway Improvements - Oakstead

Exhibit "U-2" Roadway Improvements – Prairie Ridge

Exhibit "V" Village Earthwork Requirements

Exhibit "W" Contract Administrative Procedures

Exhibit "X" Intentionally Omitted

Exhibit "Y" Hampshire Creek Interceptor Sewer Easement

Exhibit "Z" Permanent Index Numbers (For Recorder's Information Only – Not
Referenced Within Document)

Exhibit "A-3"

Legal Description of Tract 1

PARCEL ONE:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE WESTERLY ALONG SAID NORTH LINE OF 496.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 988488; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1114654, 640.66 FEET TO THE NORTHWEST CORNER OF SAID TRACT CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 39.70 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 1537.82 FEET TO A POINT THAT IS 379.38 FEET SOUTHERLY OF (MEASURED ALONG SAID PARALLEL LINE EXTENDED) A LINE DRAWN PARALLEL WITH AND 33.0 FEET SOUTHERLY OF THE CENTER LINE OF ALLEN ROAD (MEASURED AT RIGHT ANGLES THERETO) FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LAST DESCRIBED COURSE 1537.82 FEET TO THE NORTH LINE OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 1304.75 FEET TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1595225, 1058.0 FEET TO AN ANGLE IN THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225; THENCE EASTERLY ALONG A NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225, FORMING AN ANGLE OF 169 DEGREES 09 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 162.84 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO ON THE WEST LINE EXTENDED NORTHERLY OF BLOCK 8, WHELPLEY AND RINN'S ADDITION TO HAMPSHIRE CENTER; THENCE SOUTHERLY ALONG THE WEST LINE EXTENDED OF SAID BLOCK 8, 21.42 FEET TO A POINT THAT IS 140.0 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE EASTERLY 130.41 FEET TO A POINT ON THE EAST LINE EXTENDED NORTHERLY OF SAID BLOCK 8 THAT IS 150.0 FEET NORTHERLY OF THE NORTHEAST CORNER OF SAID BLOCK 8; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID BLOCK 8, 50.0 FEET TO THE EAST LINE EXTENDED NORTHERLY OF EAST STREET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST STREET EXTENDED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 30.49 FEET TO A LINE DRAWN PARALLEL WITH AND 697.0 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD (MEASURED ALONG THE EAST LINE OF SAID SECTION 21); THENCE EASTERLY PARALLEL WITH SAID CENTER LINE 393.0 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 21; 626.90 FEET TO THE SOUTHEAST CORNER OF THE

NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 882.22 FEET TO A POINT THAT IS 441.27 FEET SOUTHERLY OF THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 280.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 155.57 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 170.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$ 285.70 FEET TO THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF 2189.81 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 173.75 FEET TO A LINE DRAWN PARALLEL WITH AND 284.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES THERETO) A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 21 FROM THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF 416.17 FEET TO A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID EAST HALF FROM THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 284.0 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALSO THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALSO THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST OF SAID SECTION 16 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 51 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE THEREOF, 445.0 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 15 SECONDS WEST, 298.58 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, 445.0 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 0 DEGREES 02 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE, 300.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THE SOUTH 400 FEET OF THE EAST 400 FEET THEREOF), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), AND THE NORTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FIVE:

THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 289.50 FEET OF THE EASTERLY 1097.00 FEET THEREOF), AND ALSO EXCEPTING THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE VILLAGE OF HAMPSHIRE, OF THE NORTHEAST QUARTER AND NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF SECTIONS 8, 9 AND 17, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 22 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 661.53 FEET TO THE NORTHWEST CORNER OF EAST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 0 DEGREES 24 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF SAID QUARTER QUARTER, 1311.63 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 660.52 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 26 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER, 1311.47 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2637.95 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1315.76 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, 660.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 31 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, 1316.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF, 661.22 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH HALF, 1317.24 FEET TO THE EAST LINE OF WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1644.09 FEET TO THE CENTER LINE OF MELMS ROAD; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE, 2188.51 FEET; THENCE NORTH 85 DEGREES 30 MINUTES 03 SECONDS WEST 673.82 FEET; THENCE NORTH 79 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE CENTER LINE OF MELMS ROAD, 1373.32 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1270.0 FEET, AN ARC DISTANCE OF 596.22 FEET, (THE CHORD OF THE LAST DESCRIBED CURVE BEARING SOUTH 86 DEGREES 39 MINUTES 34 SECONDS WEST 590.76 FEET); THENCE SOUTH 73 DEGREES 12 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE 497.45 FEET TO THE WEST LINE OF EAST HALF OF NORTHEAST QUARTER OF SECTION 8 AFORESAID; THENCE SOUTH 0 DEGREES 05 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 372.07 FEET TO THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 05 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 2644.53 FEET OF BEGINNING, IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

THE WEST 822.09 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES) OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, IN KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 22 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE THEREOF 490.75 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 21 SECONDS EAST ALONG A LINE 822.09 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID EAST HALF, 2643.56 FEET TO THE EAST AND WEST CENTERLINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID LINE 833.23 FEET; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SOUTHEAST QUARTER, 2410.88 FEET TO A LINE 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 117.90 FEET TO A LINE 1097.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 31 MINUTES, 14 SECONDS WEST ALONG SAID LINE 231.0 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE 223.13

FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL NINE:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 99.0 FEET; THENCE SOUTHWESTERLY 139.90 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF THAT IS 99.0 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE, 99.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TEN:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, KANE COUNTY, ILLINOIS.

PARCEL ELEVEN:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF SAID CENTER LINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID EAST HALF; THENCE SOUTHERLY ALONG SAID WEST LINE, 654.95 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 442.59 FEET; THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE, 424.79 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 500.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TWELVE:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL THIRTEEN:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF THAT IS 269.0 FEET SOUTH OF THE NORTHEAST CORNER

THEREOF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE 329.28 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 40 SECONDS WEST 281.05 FEET; THENCE SOUTH 0 DEGREES 46 MINUTES 20 SECONDS WEST 170.0 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST 281.80 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE TO A POINT 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID WEST HALF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 979.10 FEET; THENCE NORTH 0 DEGREES 31 MINUTES 14 SECONDS EAST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF 2410.88 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID LINE 649.10 FEET TO A POINT 330.0 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF (AS MEASURED ALONG SAID NORTH LINE); THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST, PARALLEL TO THE EAST LINE OF SAID WEST HALF 269.0 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, 330.0 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXHIBIT "A-4"
Legal Description of the Annexed Parcel

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE WESTERLY ALONG SAID NORTH LINE OF 496.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 988488; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1114654, 640.66 FEET TO THE NORTHWEST CORNER OF SAID TRACT CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 39.70 FEET; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 1304.75 FEET TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1595225, 472.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, 585.66 FEET TO AN ANGLE IN THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225; THENCE EASTERLY ALONG A NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225, FORMING AN ANGLE OF 169 DEGREES 09 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 162.84 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO ON THE WEST LINE EXTENDED NORTHERLY OF BLOCK 8, WHELPLEY AND RINN'S ADDITION TO HAMPSHIRE CENTER; THENCE SOUTHERLY ALONG THE WEST LINE EXTENDED OF SAID BLOCK 8, 21.42 FEET TO A POINT THAT IS 140.0 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE EASTERLY 130.41 FEET TO A POINT ON THE EAST LINE EXTENDED NORTHERLY OF SAID BLOCK 8 THAT IS 150.0 FEET NORTHERLY OF THE NORTHEAST CORNER OF SAID BLOCK 8; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID BLOCK 8, 50.0 FEET TO THE EAST LINE EXTENDED NORTHERLY OF EAST STREET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST STREET EXTENDED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 30.49 FEET TO A LINE DRAWN PARALLEL WITH AND 697.0 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD (MEASURED ALONG THE EAST LINE OF SAID SECTION 21); THENCE EASTERLY PARALLEL WITH SAID CENTER LINE 393.0 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 21; 626.90 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 882.22 FEET TO A POINT THAT IS 441.27 FEET SOUTHERLY OF THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 280.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 155.57 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 170.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 285.70 FEET TO THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF 869.77 FEET TO THE

NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, 1321.34 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 650.34 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THAT PART OF PARCEL FIVE IN THE VILLAGE OF HAMPSHIRE DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 289.50 FEET OF THE EASTERLY 1097.00 FEET THEREOF), OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 33.61 FEET TO A LINE DRAWN 33 FEET WESTERLY AND PARALLEL WITH THE CENTERLINE OF HARMONY ROAD (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHERLY ALONG SAID PARALLEL LINE 1031.84 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 289.5 FEET OF SAID NORTHWEST QUARTER; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 33.99 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1031.84 FEET TO THE POINT OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXHIBIT "B-1"

Legal Description of Tract 2

PARCEL 1

THAT PART OF THE WEST HALF OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 1443.43 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE, A DISTANCE OF 1370.48 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE SOUTHERLY ALONG SAID WEST LINE 321.50 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 850.11 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 56 MINUTES 37 SECONDS FROM WEST TO NORTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 649.41 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS A CLOCKWISE ANGLE OF 226 DEGREES 23 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 531.94 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTER LINE 349.99 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING PARCEL: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE 1443.43 FEET FOR THE PLACE OF BEGINNING. THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS WEST, 834.17 FEET; THENCE SOUTH 53 DEGREES 37 MINUTES 55 SECONDS EAST, 574.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST, 297.11 FEET; THENCE NORTH 46 DEGREES 23 MINUTES 28 SECONDS EAST, 532.41 FEET TO THE CENTERLINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 170.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,825.97 FEET, THE CHORD OF SAID CURVE BEARING NORTH 44 DEGREES 38 MINUTES 38 SECONDS WEST, THENCE NORTH 43 DEGREES 37 MINUTES 59 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 180.65 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 630.0 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 4

THE EAST 500.00 FEET (AS MEASURED ALONG THE SOUTH LINE) OF THE SOUTH 416.36 FEET (AS MEASURED ALONG THE EAST LINE) OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5

THE WEST 630.0 FEET (AS MEASURED ALONG THE NORTH LINE, OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST 28.82 FEET OF THE EAST 528.82 FEET (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE SOUTH 416.36 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXHIBIT "B-2"

Legal Description of Tract 3

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID SECTION 18; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE 1443.43 FEET FOR THE PLACE OF BEGINNING. THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS WEST, 834.17 FEET; THENCE SOUTH 53 DEGREES 37 MINUTES 55 SECONDS EAST, 574.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST, 297.11 FEET; THENCE NORTH 46 DEGREES 23 MINUTES 28 SECONDS EAST, 532.41 FEET TO THE CENTERLINE OF BIG TIMBER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 170.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,825.97 FEET, THE CHORD OF SAID CURVE BEARING NORTH 44 DEGREES 38 MINUTES 38 SECONDS WEST, THENCE NORTH 43 DEGREES 37 MINUTES 59 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE, 180.65 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

EXHIBIT "B-3"

Legal Description of the Oakstead Community

THAT PART OF SECTIONS 13 AND 24, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTIONS 18 AND 19, IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2137.29 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WEST LINE, 517.37 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 2624.83 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 2622.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 3.28 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 1313.96 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST ALONG SAID WEST LINE, 1317.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 440.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 500.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 872.16 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 817.17 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 2024.71 FEET TO A LINE DRAWN 596.32 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 1474.53 FEET TO THE CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSES ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTHEASTERLY, 632.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1910.08 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 53 DEGREES 07 MINUTES 16 SECONDS EAST; THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 135.65 FEET TO THE AFOREMENTIONED EAST LINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 1990.54 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 05 SECONDS EAST, 1370.58 FEET TO THE AFOREMENTIONED CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSE ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 180.65 FEET; THENCE SOUTHEASTERLY, TANGENT

TO THE LAST DESCRIBED COURSE, 170.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4825.97 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 44 DEGREES 38 MINUTES 38 SECONDS EAST; THENCE SOUTH 46 DEGREES 23 MINUTES 28 SECONDS WEST, 532.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, 649.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, 513.16 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 02 MINUTES 17 SECONDS WEST, 660.76 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 38 SECONDS EAST, 180.25 FEET TO THE CENTERLINE OF THE AFOREMENTIONED BIG TIMBER ROAD; THENCE SOUTH 50 DEGREES 30 MINUTES 05 SECONDS EAST ALONG SAID CENTERLINE, 669.04 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN DEED PER DOCUMENT 90K35649; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 1668.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, 7.15 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE, 1318.11 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 655.35 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 1319.70 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE, 3258.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS DEDICATED PER DOCUMENT 360508 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTHERLY, 88.51 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1631.81 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 00 DEGREES 23 MINUTES 52 SECONDS WEST; THENCE SOUTH 01 DEGREES 09 MINUTES 22 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 1248.00 FEET TO THE NORTH LINE OF THE SOUTH 1297.43 FEET AS MEASURED ALONG THE WEST LINE THEREOF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 1963.08 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 18.56 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE, 2665.79 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1311.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 818.30 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, 1312.11 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

EXHIBIT "C"

LEGAL DESCRIPTION OF TAMM'S PROPERTY

PARCEL ONE:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14. TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION. 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 74.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET. TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE. A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE. A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING). ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE. KANE COUNTY, ILLINOIS.

P.I.N.: 01-14-100-005

PARCEL TWO:

THE NORTH 1795.20 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14: THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14. ALL IN TOWNSHIP 42 NORTH. RANGE 6. EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING IN THE TRACT CONVEYED BY DEED DOCUMENT 1175073 DESCRIBED AS FOLLOWS;

PARCEL TWO – CONTINUED:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 945.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 68.58 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 491.46 FEET TO THE POINT OF BEGINNING) AND (ALSO EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION. 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE. 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET, TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14. A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE. A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING), ALL IN TOWNSHIP 42 NORTH. RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY. ILLINOIS.

P.I.N.: 01-14-200-008

EXHIBIT "D"

LEGAL DESCRIPTION OF BRIER HILL PROPERTY

PARCEL ONE:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY RUNNING NORTH AND SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 31.25 RODS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY AND THE WEST LINE OF SAID NORTHEAST QUARTER TO THE CENTER LINE OF THE FIRST PUBLIC HIGHWAY SOUTH OF THE POINT OF BEGINNING, RUNNING NEARLY EAST AND WEST; THENCE EASTERLY ALONG THE CENTER LINE OF SAID LAST MENTIONED PUBLIC HIGHWAY TO THE CENTER LINE OF THE STATE ROAD WHICH EXTENDS THROUGH SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG THE CENTER LINE OF SAID STATE ROAD TO THE POINT OF BEGINNING, (EXCEPT ANY PORTION OF SAID PROPERTY USED FOR HIGHWAY PURPOSES) (ALSO EXCEPT THAT PART CONVEYED BY DZIKI ET AL TO PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED DOCUMENT 1754750 RECORDED JANUARY 16, 1986) IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-011

PARCEL TWO:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER THAT IS 2052.56 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 1313.39 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE 947.28 FEET TO A POINT 253.0 FEET SOUTH OF (MEASURED ALONG SAID WEST LINE) THE SOUTH LINE OF BIG TIMBER ROAD AS DEDICATED BY DOCUMENT NUMBER 369991; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE 243.07 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 200.0 FEET TO THE SOUTH LINE OF BIG TIMBER ROAD AS DEDICATED BY DOCUMENT NUMBER 369991; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS

PARCEL 2 – CONTINUED:

OF 1430.76 FEET, AN ARC DISTANCE OF 616.37 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 9002.40 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 400.72 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED CURVE 64.5 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE 1260.88 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF TAKEN FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 1749116 AND ALSO EXCEPTING THE SOUTH 530.94 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF), AND ALSO INCLUDING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER WITH THE SOUTHERLY LINE OF BIG TIMBER ROAD ACCORDING TO DOCUMENT NUMBER 369991 RECORDED IN THE RECORDER'S OFFICE OF KANE COUNTY ON FEBRUARY 3, 1934; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 254.71 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 200.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 249.07 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 253.06 FEET TO THE PLACE OF BEGINNING, IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-100-018
01-13-100-009

PARCEL THREE:

THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF HAMPSHIRE IN KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-100-003 (ALSO AFFECTS TRACT THREE)
01-12-300-001

PARCEL FOUR:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1744.44 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, BEING ALONG A LINE FORMING AN ANGLE OF 71 DEGREES 12 MINUTES 26 SECONDS TO THE LEFT WITH THE SAID EAST LINE OF THE NORTHWEST QUARTER, 84.5 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 75 DEGREES 25 MINUTES 25 SECONDS TO THE RIGHT WITH THE

PARCEL FOUR - CONTINUED:

PROLONGATION OF THE LAST DESCRIBED LINE, 817.6 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 85 DEGREES 32 MINUTES 59 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 19.88 FEET TO SAID EAST LINE OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE, 35.22 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 2549.28 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLL HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FORMING AN ANGLE OF 160 DEGREES 58 MINUTES 24 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 2608.31 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-100-001

PARCEL FIVE:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST QUARTER AT A POINT ON SAID LINE 546 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES, 49 MINUTES, 00 SECONDS EAST 1320 FEET; THENCE SOUTH 00 DEGREES, 49 MINUTES, 00 SECOND WEST 773 FEET TO THE CENTER LINE OF A HIGHWAY AND THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE 1320 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES, 49 MINUTES, 00 SECONDS EAST 773 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-400-001

PARCEL SIX:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE CENTER LINE OF THE ROAD (EXCEPT THE WEST 7.055 CHAINS THEREOF, MEASURED ALONG THE NORTH LINE OF SAID QUARTER SECTION), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-002

PARCEL SEVEN:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER 677.4 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 179.0 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 122 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 322.6 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 16 DEGREES, 23 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, 195.4 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 74 DEGREES, 15 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED 65.0 FEET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 199.8 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 23 DEGREES, 22 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 286.3 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 02-07-300-001
02-18-100-001

PARCEL EIGHT:

THE SOUTH 777.97 FEET OF THE WEST 1320.0 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL NINE)

PARCEL NINE:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL EIGHT)

PARCEL TEN:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST 465.63 FEET, AS MEASURED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-100-014

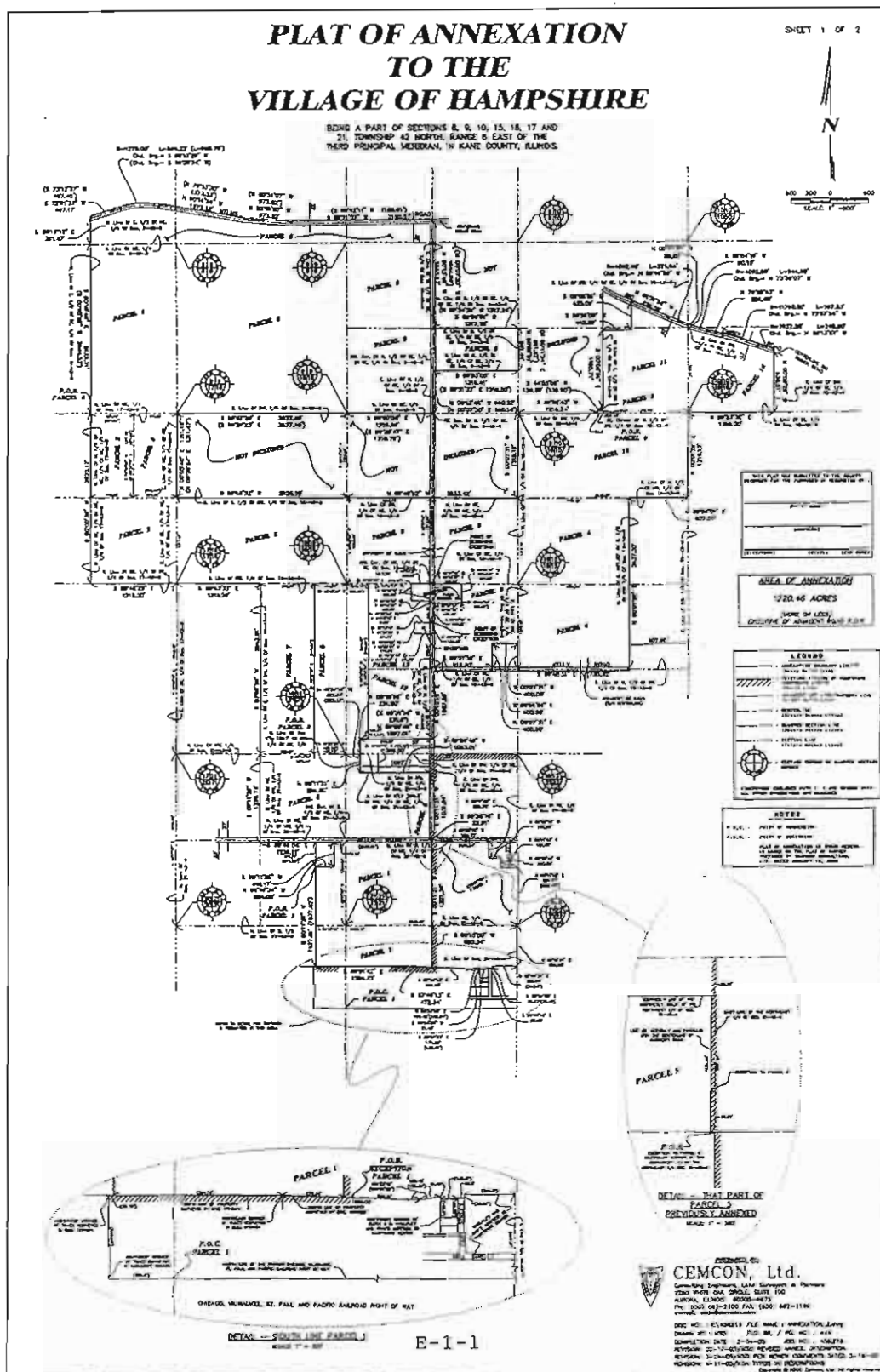
PARCEL ELEVEN:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 759.79 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTH 74 DEGREES 42 MINUTES 05 SECONDS WEST ALONG SAID CENTER LINE 237.1 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 1099.66 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 27 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE 805.46 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 09 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1310.27 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 49.7 FEET; THENCE SOUTH 44 DEGREES 28 MINUTES WEST 311.96 FEET TO THE CENTER LINE OF U.S. ROUTE 20; THENCE NORTH 45 DEGREES 05 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 7.20 FEET TO A LINE THAT BEARS NORTH 1 DEGREES 00 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREES 00 MINUTES WEST 555.36 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN IN CONDEMNATION PROCEEDING CASE NUMBER 86 EDKA 009) IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-001

PLAT OF ANNEXATION TO THE VILLAGE OF HAMPSHIRE
(PRAIRIE RIDGE COMMUNITY)

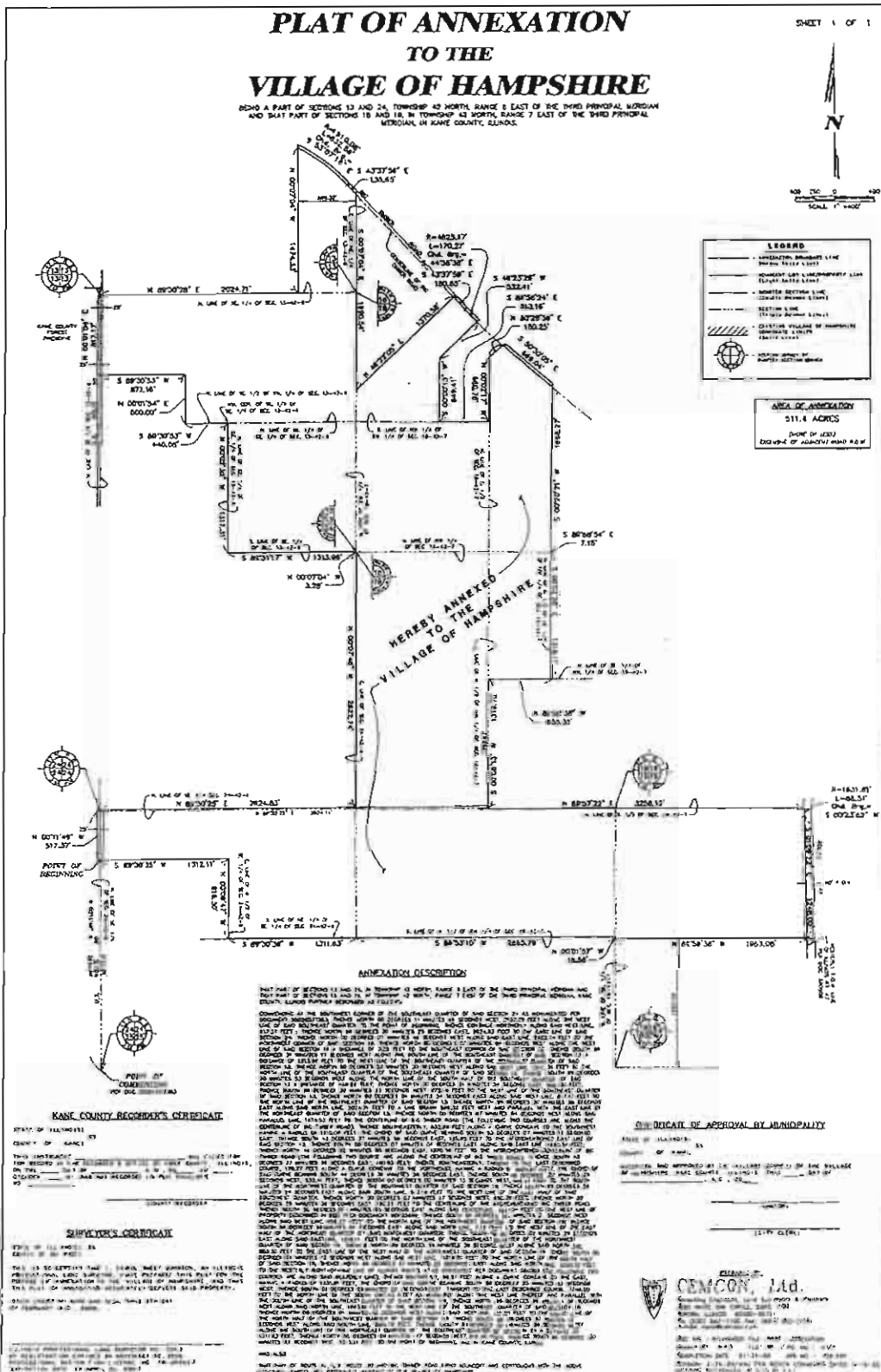


POOR ORIGINAL
Records Not Responsible
For Reproductions

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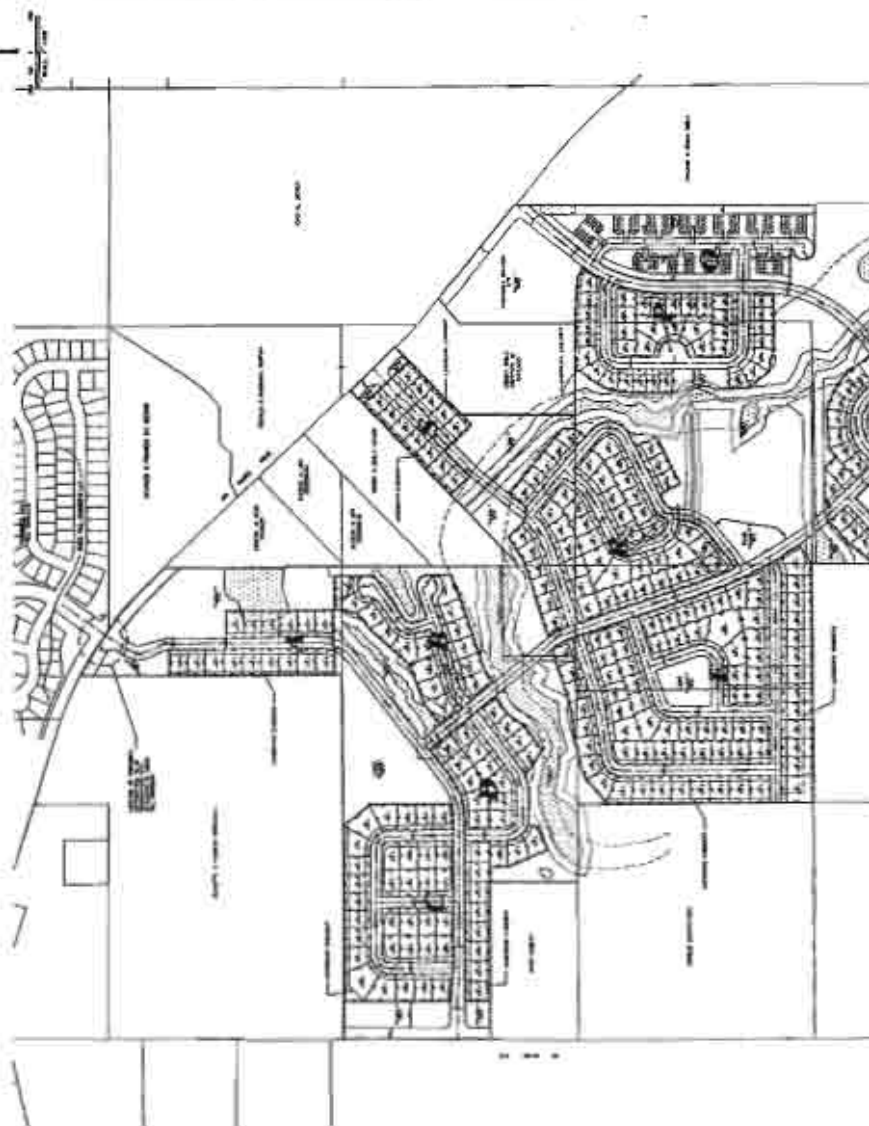
PLAT OF ANNEXATION TO THE VILLAGE OF HAMPSHIRE
(OAKSTEAD COMMUNITY)



OAKSTEAD COMMUNITY PRELIMINARY PLAN OF SUBDIVISION



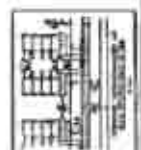
OAKSTEAD PRELIMINARY PLAT OF SUBDIVISION



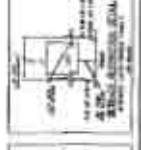
SEE SHEET 2

DESIGNED BY
CENACON, LTD.
1000 LEXINGTON AVENUE
NEW YORK, N.Y. 10017
PLANNED BY
CENACON, LTD.
1000 LEXINGTON AVENUE
NEW YORK, N.Y. 10017

LEGEND
--- 10' WIDE DRIVE
--- 10' WIDE SIDEWALK
--- 10' WIDE PATH



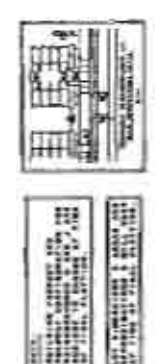
EXISTING CONDITIONS
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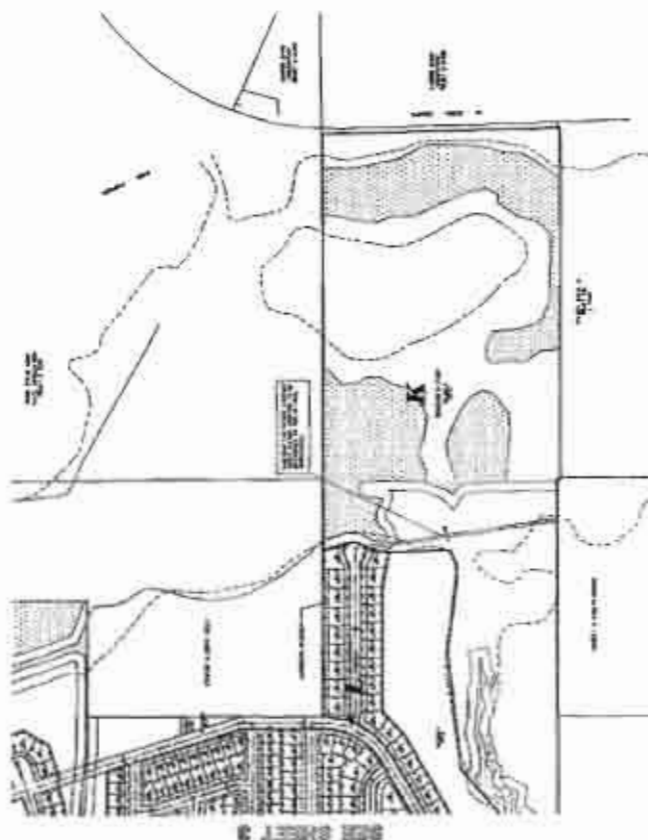


OAKSTEAD **PRELIMINARY PLAT OF SUBDIVISION**



MAP OF
 OAKSTEAD COMMUNITY DEVELOPMENT
 1500 HAWTHORNE BLVD. SUITE 100
 OAKVILLE, ONTARIO L6M 4K5
 (905) 471-4444
CEMCON Ltd.
 1000 SHEPPARD AVE. E. SUITE 100
 SCARBOROUGH, ONTARIO M1S 1B5
 (416) 291-1111
 1:1000 SCALE



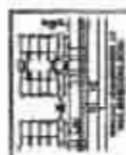


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Journal of Internal Medicine 247: 395-401

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100	2	0.2	90
100	3	0.3	85
100	4	0.4	80
100	5	0.5	75
100	6	0.6	70
100	7	0.7	65
100	8	0.8	60
100	9	0.9	55
100	10	1.0	50

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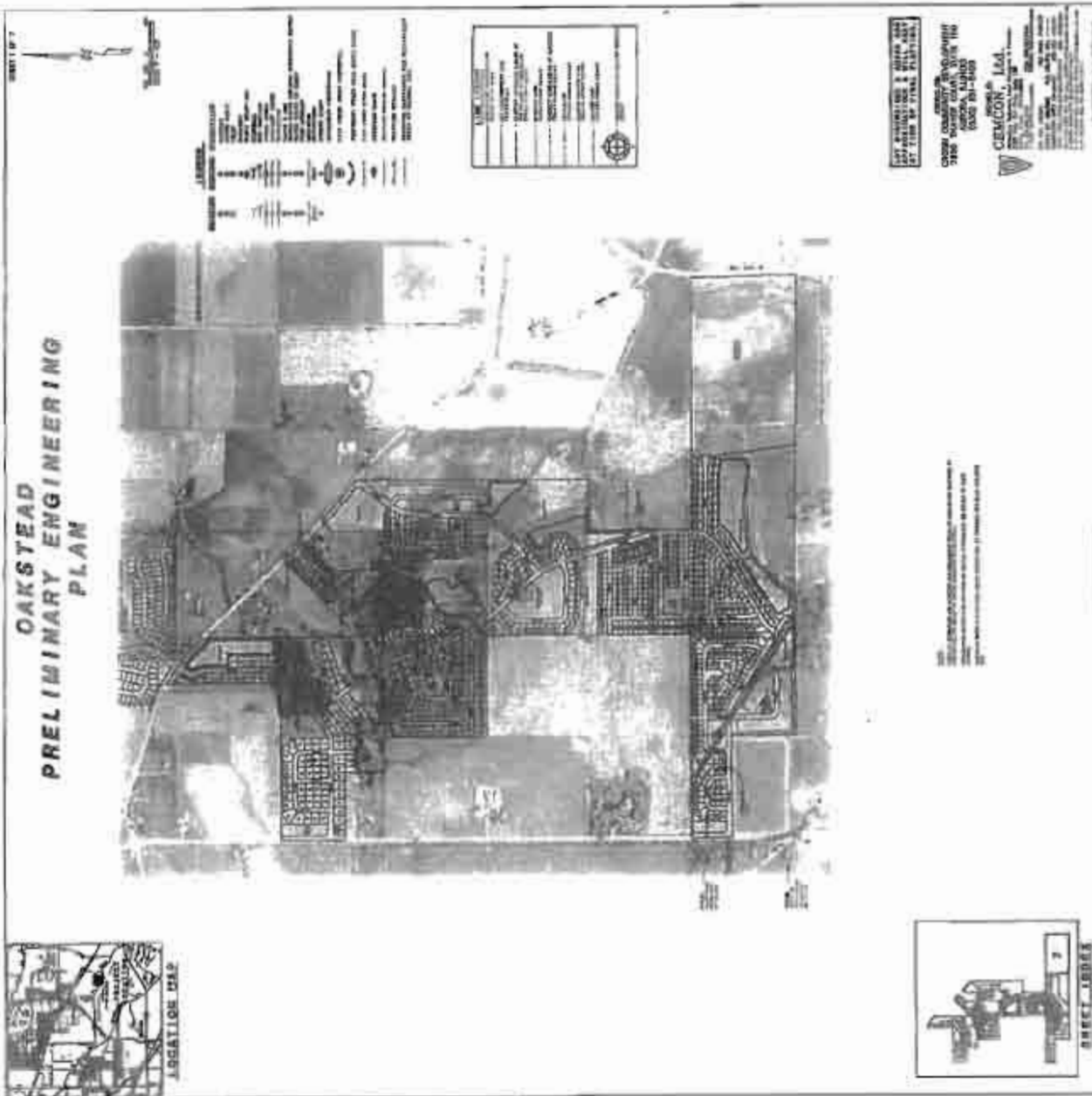
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CORPORATION

CIRCON, LLC
10000 1st Ave. S. Suite 100
Birmingham, AL 35210
205-991-1111

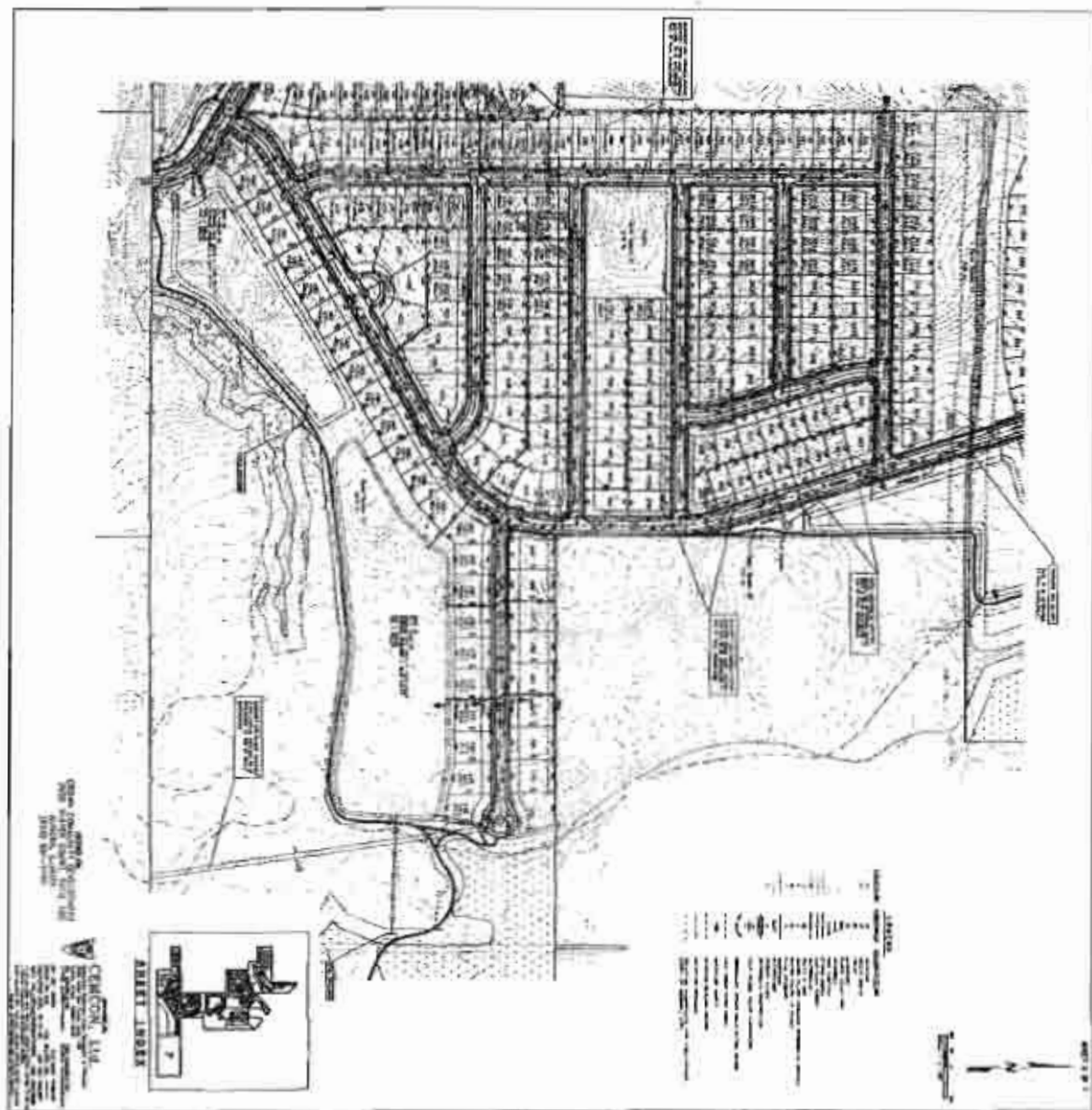
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EXHIBIT "F-2"

OAKSTEAD COMMUNITY PRELIMINARY ENGINEERING PLAN







PRAIRIE RIDGE COMMUNITY PRELIMINARY PLAN OF SUBDIVISION



PRAIRIE RIDGE
PRELIMINARY PLAT OF SUBDIVISION

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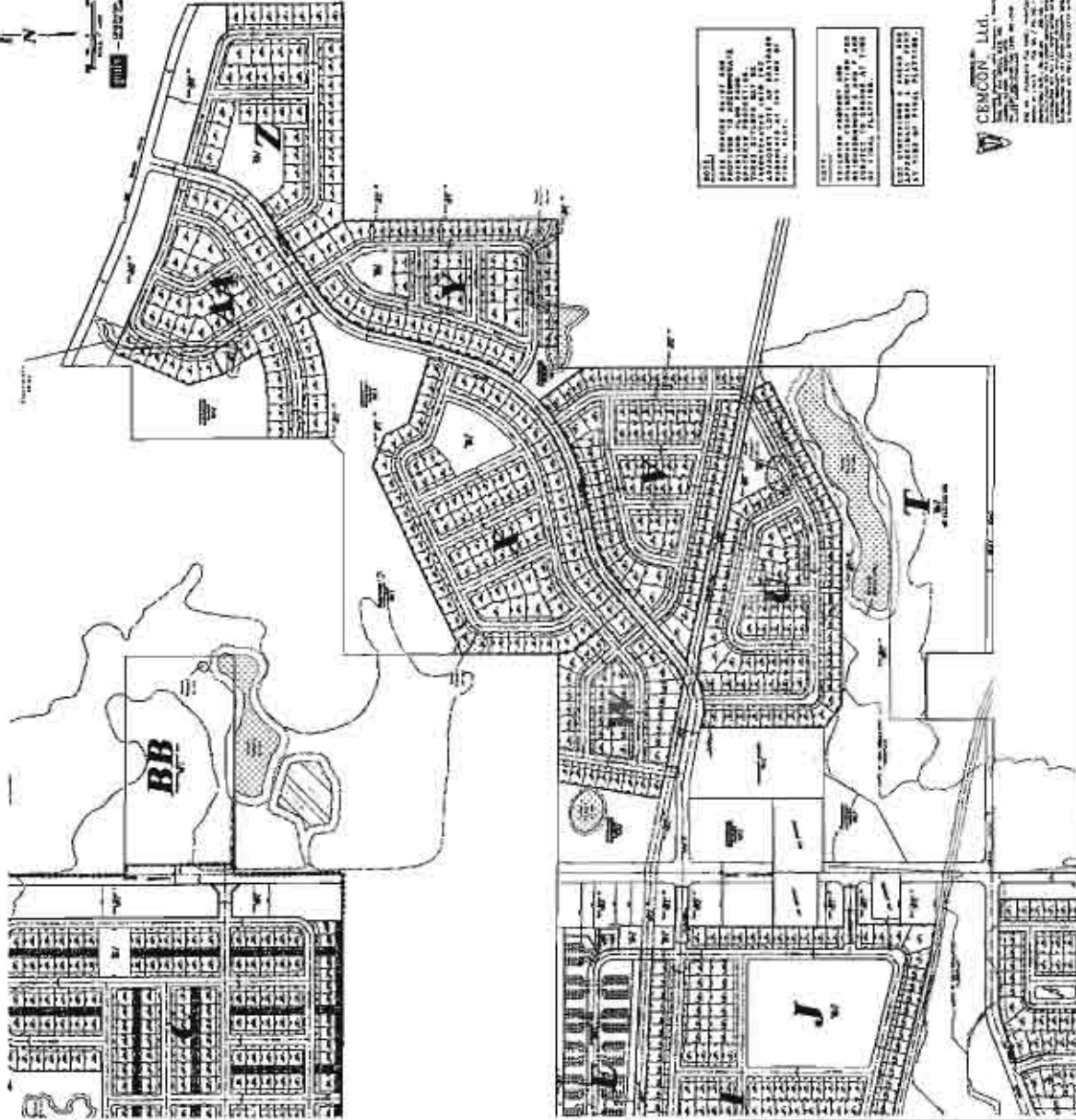
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CEMCON, Ltd.
NEW YORK, N.Y.

**PRAIRIE RIDGE
PRELIMINARY PLAT OF SUBDIVISION**

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NOTE:
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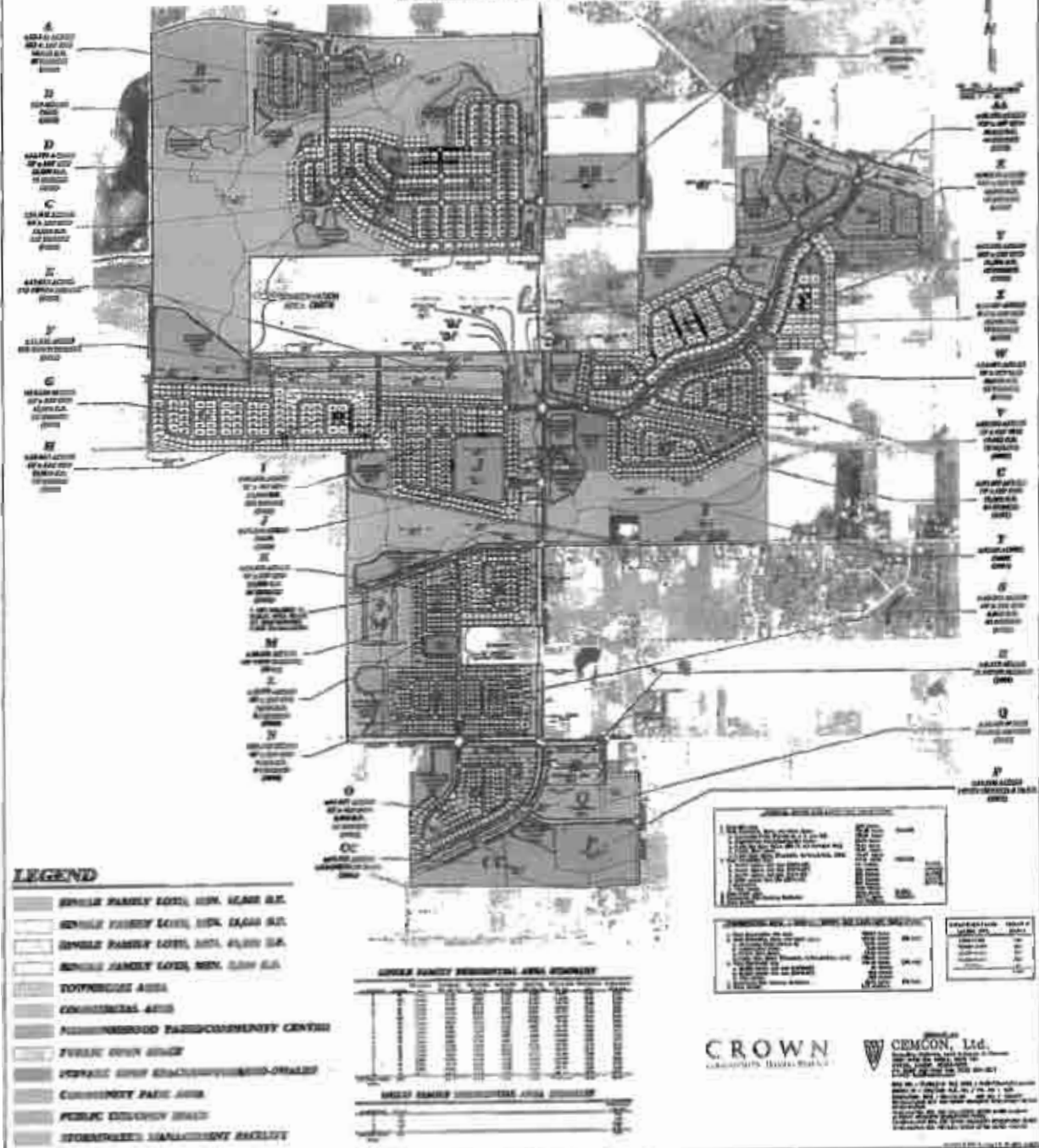
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THIS MAP IS SUBJECT TO THE RECORDS OF THE COUNTY OF HENRIS, MISSISSIPPI, AND THE ADJACENT LOT OF THE PRINCIPAL.

PRAIRIE RIDGE PRELIMINARY PLAT



- LEGEND**
- SINGLE FAMILY LOTS, 1/2 AC. 30' x 120' S.E.
 - SINGLE FAMILY LOTS, 1/2 AC. 30' x 120' S.E.
 - SINGLE FAMILY LOTS, 1/2 AC. 30' x 120' S.E.
 - SINGLE FAMILY LOTS, 1/2 AC. 30' x 120' S.E.
 - TOWNHOUSE AREA
 - COMMERCIAL AREA
 - COMMERCIAL/INDUSTRIAL/COMMUNITY CENTER
 - PUBLIC OPEN SPACE
 - PRIVATE OPEN SPACE/RECREATION/CREATED
 - COMMUNITY PARK AREA
 - PUBLIC UTILITIES TRAIL
 - STORMWATER MANAGEMENT FACILITY

LOT AREA SUMMARY

Lot Type	Area (Ac.)	Area (Sq. Ft.)
Single Family Lots (1/2 AC. 30' x 120' S.E.)	100.00	10,890,000
Townhouse Area	10.00	1,089,000
Commercial Area	5.00	544,500
Commercial/Industrial/Community Center	5.00	544,500
Public Open Space	10.00	1,089,000
Private Open Space/Recreation/Created	10.00	1,089,000
Community Park Area	5.00	544,500
Public Utilities Trail	5.00	544,500
Stormwater Management Facility	5.00	544,500
Total	150.00	16,200,000

DEVELOPMENT DATA

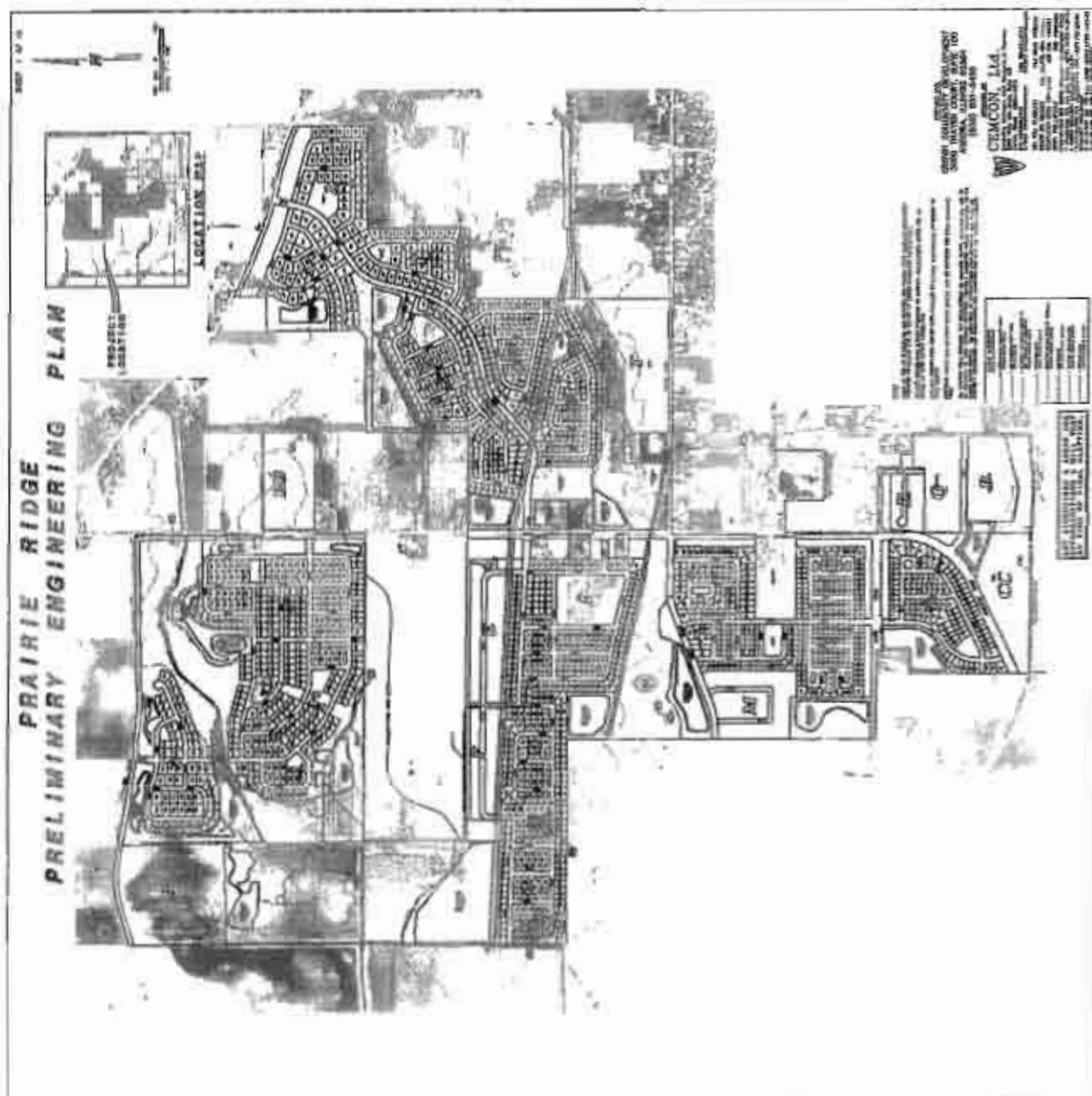
Item	Value
1. Total Area (Ac.)	150.00
2. Total Area (Sq. Ft.)	16,200,000
3. Total Area (Ac.)	150.00
4. Total Area (Sq. Ft.)	16,200,000
5. Total Area (Ac.)	150.00
6. Total Area (Sq. Ft.)	16,200,000
7. Total Area (Ac.)	150.00
8. Total Area (Sq. Ft.)	16,200,000
9. Total Area (Ac.)	150.00
10. Total Area (Sq. Ft.)	16,200,000

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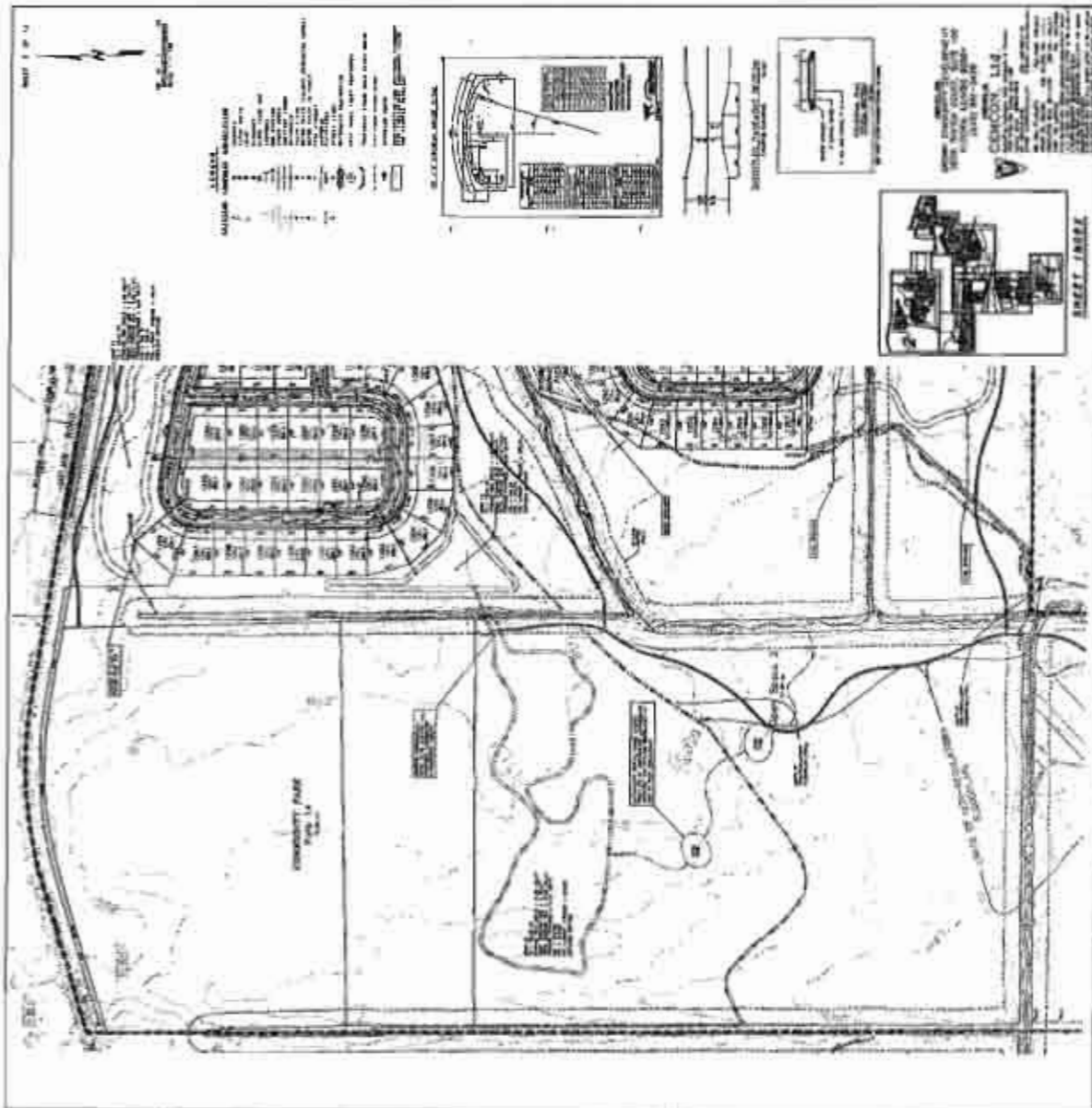
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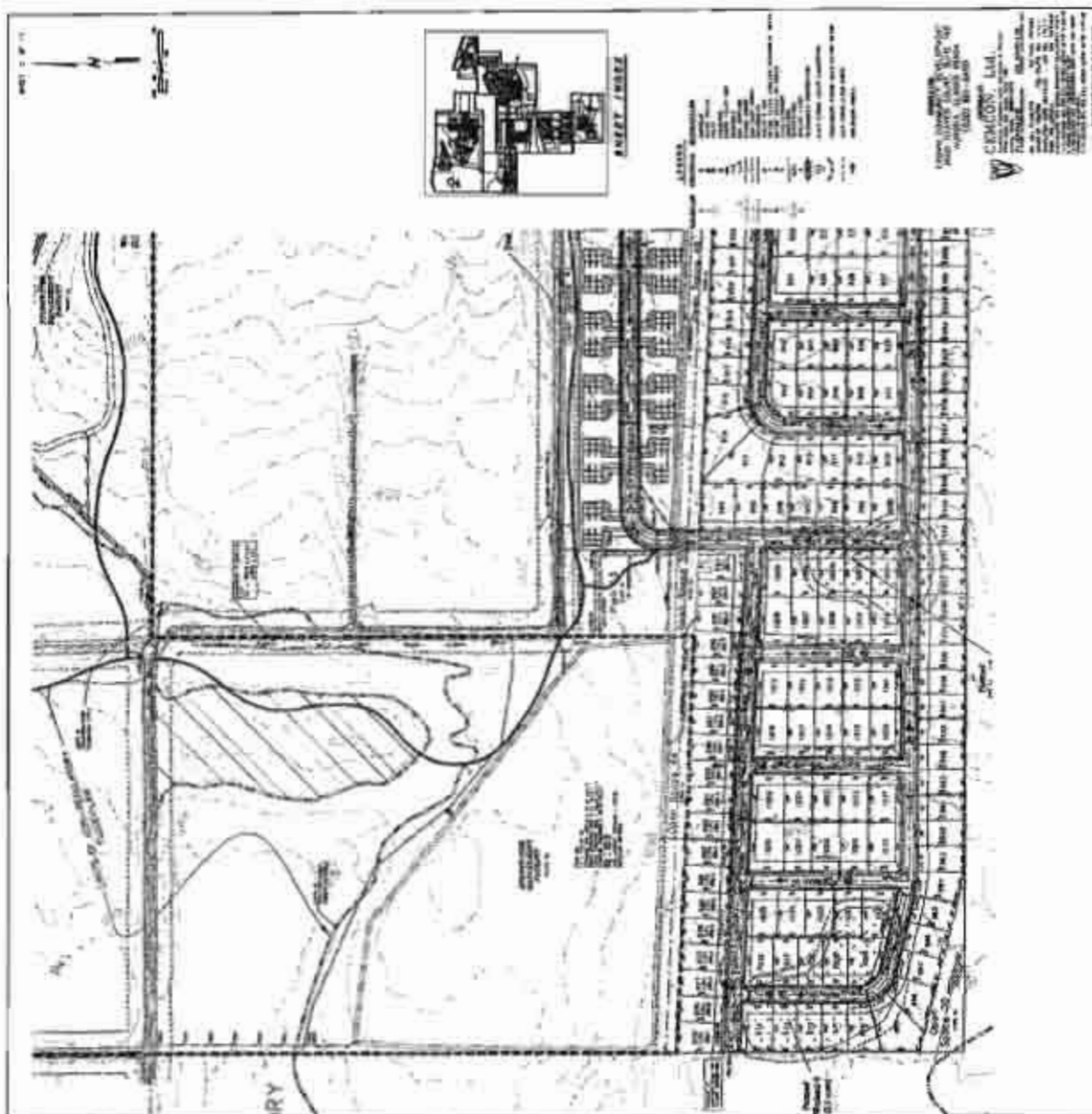
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PRAIRIE RIDGE COMMUNITY PRELIMINARY PLAN
ENGINEERING PLAN









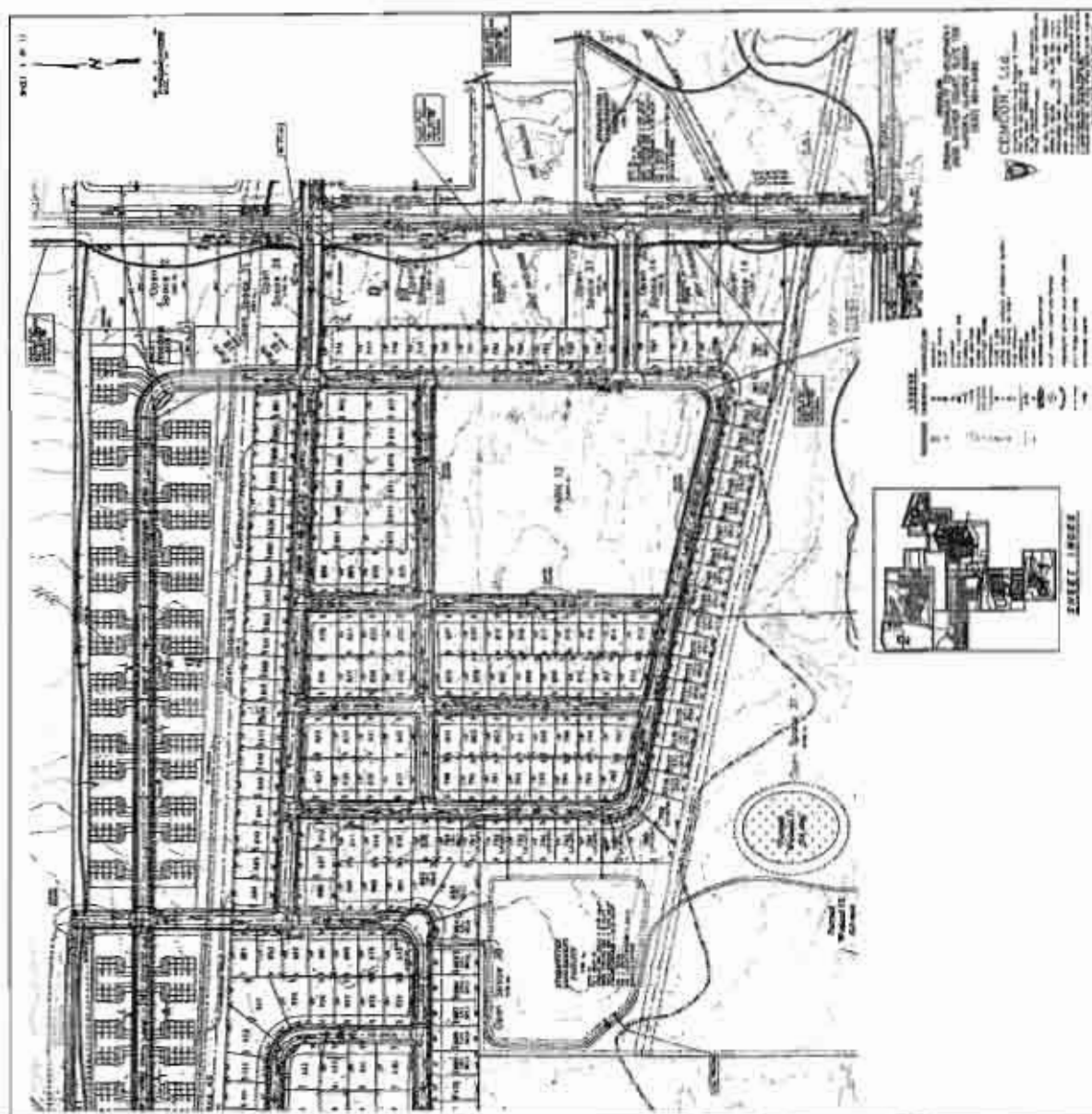








EXHIBIT "G"

PRELIMINARY PLAN OF TAMM'S FARM SUBDIVISION

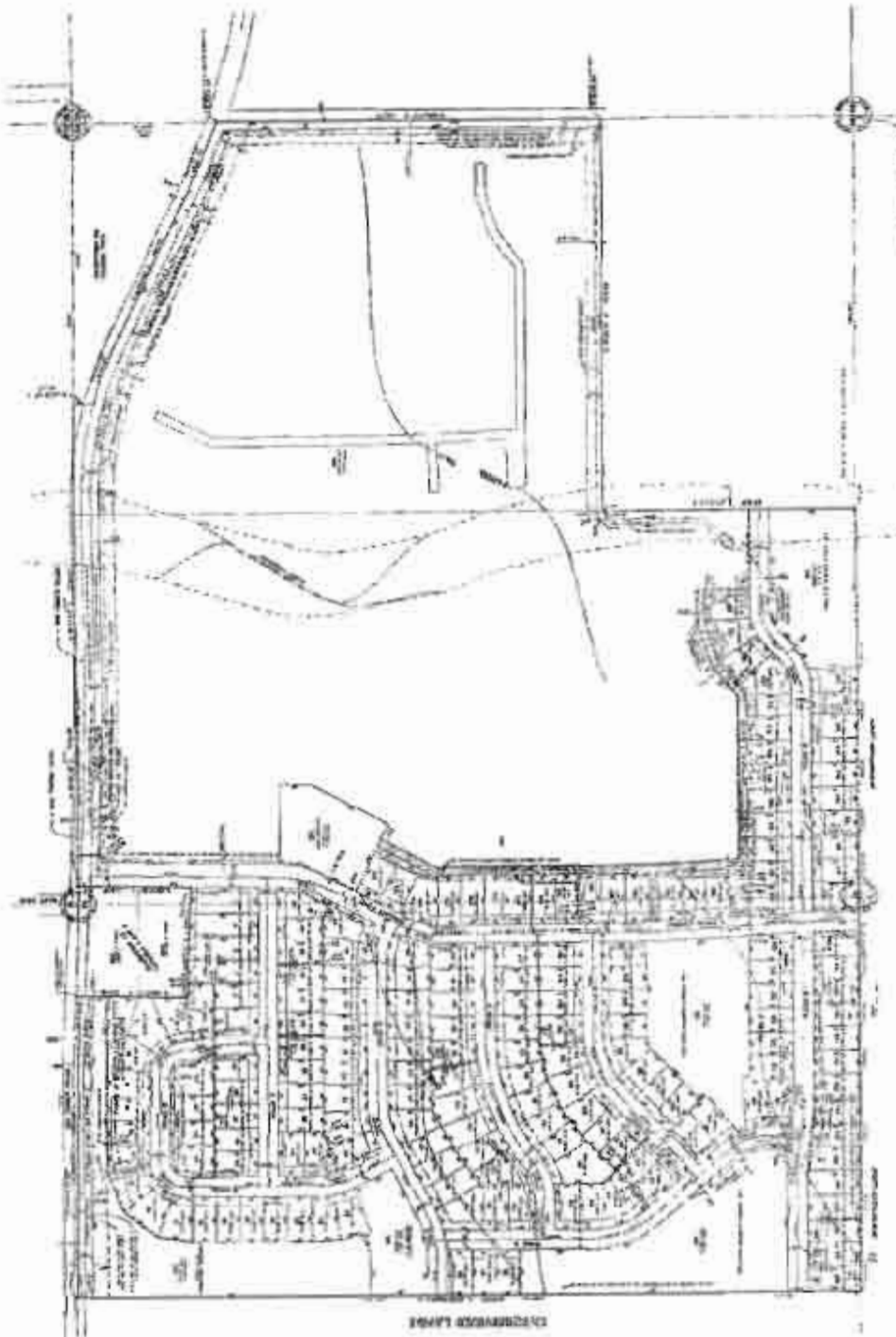


EXHIBIT "H"

**PROTOTYPICAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
OAKSTEAD AND PRAIRIE RIDGE
HOMEOWNERS ASSOCIATION**

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TABLE OF EXHIBITS

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"A "	Land Submitted
"B"	Land Subject to Annexation
"C"	By-Laws of Oakstead Homeowners Association

EXHIBIT "H"

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

(hereinafter referred to as "this Declaration" or "the Declaration") is made this ____ day of

_____, 2004, by Hampshire East LLC, an Illinois limited liability company

(hereinafter referred to as "Declarant").

This Declaration includes the protective covenants for the Residential Land Use Regions within the Master Planned Community known as Oakstead which is being developed by Declarant pursuant to the provisions of that certain Agreement dated _____ by and between Declarant and the Village of Hampshire, Illinois as the same may be amended from time to time (hereinafter referred to as the "Annexation Agreement.")

Declarant hereby declares that all of the land described in Exhibit "A" and such portions of the Residential Land Use Regions of Oakstead described in Exhibit "B" as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Illinois Condominium Property Act and does not and is not intended to create a master association within the meaning of the Illinois Condominium Act.

This Declaration does and is intended to create a "common interest community" within the meaning of 735 ILCS 5/9-102(c).

Article I Definitions

Section 1. "Area of Common Responsibility"

"Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, by contract or agreement with any Neighborhood become the responsibility of the Association or the terms of the Annexation Agreement become the responsibility of this Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility. The Area of Common Responsibility shall include such emergency access easement areas dedicated for use of public agencies.

Section 2. "Articles of Incorporation" or "Articles"

"Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Oakstead Homeowners Association, Inc., as filed with the Secretary of State of the Illinois.

Section 3. "Association"

"Association" shall mean and refer to Oakstead Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Illinois corporate law. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties.

Section 4. "Base Assessment"

"Base Assessment" shall mean and refer to assessments levied to fund Common Expenses in accordance with Article XSection 1 of this Declaration.

Section 5. "By-Laws"

"By-Laws" shall mean and refer to the By-Laws of Oakstead Homeowners Association, Inc., attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

Section 6. "Village"

"Village" shall mean and refer to the Village of Hampshire, Illinois.

Section 7. "Class "B" Control Period"

"Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article IIISection 2, of the By-Laws.

Section 8. "Common Area"

"Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of all Owners. Common Areas may be designated by the Board of Directors as "Restricted Use Common Areas" or as "Limited Use Common Areas" as set forth in Article XVI. In the absence of action by the Board of Directors pursuant to Article XVI, all property owned by the Association is presumed to be "Common Area."

Section 9. "Common Expenses"

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including reasonable reserves, all

as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 10. "Community-Wide Standard"

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Design Review Committee.

Section 11. "Declarant"

"Declarant" shall mean and refer to Hampshire East L.L.C., an Illinois limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the real property described on Exhibits "A" or "B" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 12. "Member"

"Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 13. "Mortgage"

"Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 14. "Mortgagee"

"Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 15. "Mortgagor"

"Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 16. "Neighborhood"

"Neighborhood" shall mean and refer to the portions of the Properties designated by Declarant as comprising a Neighborhood. All Units shall be designated as a part of one of the Neighborhoods within the Properties and all Units within a Neighborhood shall be the same type of Unit. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the by-laws) having jurisdiction over the real property within the Neighborhood.

Section 17. "Neighborhood Assessments"

"Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses. Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood

benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use and benefit of particular Units shall be levied on a pro rata basis among the benefited Units.

Section 18. "Neighborhood Association"

"Neighborhood Association" shall mean and refer to an additional owners association, in which owners may have common interests other than those common to all Association Members, such as areas and facilities which are not available for use by all Association Members which areas are subject to this Declaration.

Section 19. "Neighborhood Expenses"

"Neighborhood Expenses" shall mean and include the costs and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Section 20. "Owner"

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, including Parcel Developers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale or memorandum thereof, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee owner) will be considered the Owner for the purposes of exercising all membership privileges in the Association.

Section 21. "Parcel Developer"

"Parcel Developer" shall mean any Person who takes title to any portion of the Properties for the purpose of development and sale of Units thereon.

Section 22. "Person"

"Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 23. "Properties"

"Properties" shall mean and refer to the land described in Exhibit "A" attached hereto, together with such additional land as is hereafter subjected and annexed to this Declaration by Supplemental Declaration.

Section 24. "Special Assessment"

"Special Assessment" shall mean and refer to assessments levied in accordance with Article X Section 3 of this Declaration.

Section 25. "Supplemental Declaration"

"Supplemental Declaration" shall mean an amendment or supplement to this Declaration recorded in the Recorder's Office of Kane County, Illinois, which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 26. "Unit"

"Unit" shall mean the portions of the Properties intended for development, use, and occupancy as the residential dwelling for a single family, whether developed or undeveloped. All Units within the Properties shall be classified as being one of the following types of Units: Single Family Detached Dwelling Units or Townhome Units. At the time that Declarant annexes and subjects land to this Declaration, Declarant shall declare whether the Units contained in the land annexed and subjected are "Single Family Detached Dwelling Units" or "Townhome Units". The determination of the classification applicable to the Units being annexed shall be made by Declarant. Where a Unit is located on a platted subdivided lot or portion thereof, the term shall include the lot or portion thereof plus all structures constructed thereon. In the case of buildings which contain multiple Townhome dwelling unit, each dwelling unit therein shall be deemed to be a separate Townhome Unit.

In the case of a parcel of vacant unsubdivided land which is added by a Supplemental Declaration, the parcel shall be deemed to contain the number and type of Units designated for construction on such parcel on Declarant's Supplemental Declaration and deed conveying the lands to a Parcel Developer until such time as a Final Plan is approved by the Village. Thereafter, the parcel shall contain the actual number of Units approved therefor by the Village. If the actual number of Units approved by the Village varies from the number of Units designated on Declarant's Supplemental Declaration, Declarant shall file an amendment to the Supplemental Declaration setting forth the actual number of Units as approved by the Village.

Section 27. "Voting Member"

"Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters provided for in this Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the Neighborhood Committee chairman from Neighborhoods with a Neighborhood Committee or Neighborhood Association president from Neighborhoods with a Neighborhood Association; the alternate Voting Member from each Neighborhood shall be: a member of the Neighborhood Committee in Neighborhoods with Neighborhood Committees or a director of the Neighborhood Association in Neighborhoods with Neighborhood Associations.

Article II Property Rights

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to any restrictions or limitations contained in this Declaration as it may be amended from time to time, including, but not limited to, Article XVI, and to any restrictions or limitations contained in any deed conveying such property to the Association and to the rules and regulations established by the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee, unless otherwise specified in writing to the Secretary of the Association.

Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the Properties pursuant to Article VIII hereof, without prior notice and without the consent of any Person, for the purpose of correcting scrivener's errors and also for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of changes in the scope of the Residential Land Use Region for Oakstead, provided such withdrawal is in accord with the Annexation Agreement.

Article III Membership and Voting Rights

Section 1. Membership.

Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation, partnership, or land trust shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting.

The Association shall have two (2) classes of membership, Class "A" and Class "B," as follows:

- (a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member, as defined in Article I, representing the Neighborhood of which the Unit is a part.

In any situation where a Member is entitled personally to exercise the vote for his Unit and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, the Declarant so determines.

Section 3. Neighborhoods.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as designated by Declarant by written notice to the Association designating the Unit to be included in each Neighborhood. Declarant shall by designation create up to a maximum of fifteen (15) Neighborhoods. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a Neighborhood Association in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

The Neighborhood Association president of Neighborhoods with a Neighborhood Associations or the Neighborhood Committee chairman of Neighborhoods with a Neighborhood Committee shall serve as the Voting Member for their Neighborhoods and shall cast all votes attributable to Units in that Voting Member's Neighborhood on all Association matters requiring membership vote, unless otherwise

specified in this Declaration or the By-Laws. The Voting Members cast all such votes as such members in their discretion, deem appropriate. Votes by Voting Members shall be equal in weight.

(b) Voting Members. The Board of Directors shall be elected by the vote of the Voting Members for each Neighborhood within the Properties. The members of the Board of Directors shall be elected by the Voting Members.

Article IV Maintenance

Section 1. Association's Responsibility.

The Association shall operate, maintain and keep in good order and repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, snow removal when required from those areas within the Properties designated by the Board of Directors from time to time as areas which the Association shall be responsible from removing snow from and maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Areas, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, the Annexation Agreement or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

The Association may, in the discretion of its Board, assume the maintenance responsibilities of a Neighborhood set out in this Declaration or in any Supplemental Declaration or declaration subsequently recorded which creates any Neighborhood Association upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against the Units within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public or owned by any governmental body or not-for-profit association if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility.

Each Owner shall maintain his or her Unit, and all structures, improvements, parking areas, landscaped easements within the Unit, in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise

assumed by or assigned to a Neighborhood Association or Neighborhood Committee pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article X, Section 4 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Neighborhood's Responsibility.

Any Neighborhood Association having responsibility for maintenance of all or a portion of the Property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required in any additional declaration, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 4 of this Declaration.

Article V
Insurance and Casualty Losses

Section 1. Insurance.

Directors, or their duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, upon request of a Neighborhood, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, then at a minimum, fire and extended coverage, in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Units within the Neighborhood and/or common property of the Neighborhood Association, and charge the costs thereof to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment, as defined in Article I hereof.

Insurance obtained on the Properties within any Neighborhood, whether obtained by such Neighborhood or the Association, shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article X, Section 1; provided, in the discretion of the Board of Directors, premiums for insurance on Common Areas may be included in the Neighborhood Assessment of the Neighborhood benefited thereby. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Illinois which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Areas shall be for the benefit of the Association, its Members, and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Kane County, Illinois area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance.

By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Neighborhood Committee or Neighborhood Association for the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction

which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units subject to its jurisdiction and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing, adjustment and negotiation of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, if Common Areas are damaged or destroyed, or the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association whose common property is damaged or destroyed, if common property of a Neighborhood Association is damaged or destroyed, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds.

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction.

If the damage or destruction to the Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Voting Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments, provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of Units in the affected Neighborhood Association shall be subject to assessment therefor. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VI No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the

Declarant owns any property described in Exhibit "A" or "B" of this Declaration, and Voting Members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership.

As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all land described on Exhibit "B" has been subjected to this Declaration or December 31, 2019, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the land described in Exhibit "B", attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the Recorder's Office of Kane County, Illinois, an amendment to this Declaration annexing the land therein described. Such Supplemental Declaration shall not require the consent of Voting Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional land which is herein reserved to Declarant, provided that such transferee or assignee shall be the Owner of at least a portion of the land described in Exhibit "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership.

Subject to the consent of the owner thereof, the Association may annex land other than the land described on Exhibit "B", and following the expiration of the right in Section 1, any land described on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members or alternates representing a majority of the Class "A" votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns land subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the Recorder's Office of Kane County, Illinois, a Supplemental Declaration describing the land being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association,

and by the owner of the land being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Common Area.

Declarant may convey to the Association portions of the land described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Lands conveyed by Declarant to the Association and which are to be used as parks and for open space or as nature preserves shall be designated as being for such purposes and shall be conveyed subject to the right (which may be exercised by the Board of Directors by a majority vote) to lease, sell or dedicate such lands to the Village, local park district, the Kane County Forest Preserve District a not-for-profit conservation organization or other similar entity that shall own, operate and maintain such lands as park, open space and nature preserve purposes at such times and upon such terms and for such consideration as the Board may deem acceptable.

Section 4. Amendment.

This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any land described in Exhibits "A" or "B" hereof.

Article IX
Rights and Obligations of the Association

Section 1. Common Area.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive operation, management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use.

The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. Rules and Regulations.

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include

reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Areas. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county ordinances or permit Kane County and the Village to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Governmental Interests.

Declarant reserves the right to dedicate sites within the Properties to the Village for public purposes and for use as the site for fire, police, water, and sewer facilities.

Article X
Assessments

Section 1. Creation of Assessments.

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 3 below.

All assessments shall be levied on Units as follows: Single Family Detached Dwelling Units at one hundred percent (100%) of the Base Assessment or Special Assessment and Townhome Units at eighty percent (80%) of the Assessment levied against Single Family Detached Dwelling Units. Parcel Developers shall pay twenty-five percent (25%) of the amount of the Assessments levied upon the type of Units acquired by them for six (6) months following the transfer of title to such Units to the Parcel Developer and one hundred (100%) percent of the Assessment levied against that type Unit after that six (6) month period. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate as established from time to time by the Board of Directors subject to limits imposed by the Illinois Usuary Laws on the date the delinquency first occurs and accruing from such date plus costs, and reasonable attorney's fees, shall be a lien on the land and shall be a continuing lien upon the Unit against which each assessment is made until paid. Each such assessment, together with interest, costs, and

reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and if title to such Unit is held in trust, then each beneficiary thereof shall also be jointly and severally liable therefor. Upon transfer of title to a Unit, the grantee, by acceptance of the deed to such Unit, is deemed to assume such personal obligation for past due assessments, including interest, costs and attorneys fees, and shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an authorized representative of the Association as designated by the Board of Directors setting forth whether such assessment has been paid as to any particular Unit (an "Assessment Letter.") An Assessment Letter shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee equal to an amount established from time to time by the Board of Directors for the issuance of Assessment Letters.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Each Owner, by acceptance of a deed to his or her Unit, acknowledges that all Base Assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, the Board may permit any assessment to be paid in installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas by abandonment of the Unit or performing maintenance which is the Association's responsibility for such Owner's Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort rising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has retained and not released or relinquished its option to unilaterally subject additional property to this Declaration, in lieu of paying assessments on unsold Units owned by Declarant, Declarant shall have the right to pay the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This right may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Base Assessment.

It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment for the coming year shall be computed based upon the number of each type of Unit subject to assessment under Section 6 below on January 1 of the year for which the computation of Base Assessment applies. For purposes of making this computation only, each Single Family Detached Dwelling Unit shall be counted as a full Unit and each Townhome Unit shall be counted as 80% of a full Unit. Thus, if at the time that the Base Assessment is being determined, the Association has 120 Single Family Detached Dwelling Units, and 120 Townhome Units for purposes of determining the Base Assessment only, the Association shall be deemed to be comprised of a total of 216 full Units but only for purposes of computing the Base Assessment. [As an illustration using the foregoing quantities of each type of Unit: each Single Family Detached Dwelling Unit shall count as a full Unit or 120 full Units. Each Townhome Unit shall count as .80% of a Unit for a total of full 96 Units.] The Base Assessment shall be computed by dividing the budgeted Common Expenses and any required capital contribution included in the budget by the total number of full Units determined as provided above. The assessment levied against each type of Unit shall be determined as provided in Section 1 above.

The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment for the following year payable by each type of Unit to be delivered to each Owner at least thirty (30) days Prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Voting Members by the vote of Voting Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in Article II, Section 4, of the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Special Assessments.

In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Voting Members or their alternates representing at least fifty-one (51%) percent of the Class "A" vote in the Association and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments and Other Remedies for Non-Payment.

Upon recording of a notice of lien on any Unit for which assessments have not been paid, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

The Board of Directors shall have the right, in the event that the Owner of any Unit fails to pay assessments and any other charges due hereunder, to: (a) bring an action to collect such unpaid assessments and charges, together with interest thereon and all fees and costs of collection including attorneys fees and disbursements and court costs incurred for collection, or (b) take possession of such Owner's Unit for the benefit of the other Owners by bringing an action for possession in the manner set forth in the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.), as amended and to execute leases of such Owner's Unit and apply rents derived therefrom against such unpaid assessments and other charges due hereunder including attorneys fees and disbursements and court costs incurred for bringing such action.

No remedy made available by any of the provisions of this Declaration is intended to be exclusive of any other remedy, and each and every remedy shall cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

Section 5. Capital Budget and Required Capital Contributions.

The Board of Directors shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The required capital contribution, if any, shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Assessments.

The assessments provided for herein shall commence as to each Unit on the first day of the month following transfer of title to the Unit by Declarant. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 7. Subordination of the Lien to First Mortgages.

The lien of assessments, including interest, late charges (subject to the limitations of Illinois law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 8. Capitalization of Association.

Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual Base Assessment per Unit for that year as determined by the Board. Such contribution shall not be considered advance payment of assessments and shall be in addition to, not in lieu of, assessments then or thereafter coming due. This amount shall be used to cover operating expenses and any other expenses, both capital and non-capital in nature, incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 9. Exempt Property.

Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Area; and
- (b) all property dedicated to and accepted by any governmental body or public or private utility, including, without limitation, the Village, local school, park and library districts, the Kane County Forest Preserve District and other non-profit conservation and open space preservation organizations.

Article XI
Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 and Section 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

Section 1. Design Review Committee.

The Design Review Committee (DRC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The DRC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, herein referred to as the Design Guidelines which shall include the Monotony Controls set forth in the Design Guidelines. Copies of the Design Guidelines shall be available from the DRC for review. The Design Guidelines shall be those of the Association, and the DRC shall have sole and full authority to prepare and to amend them. It shall make copies of Design Guidelines available at a reasonable charge to cover costs of duplication and distribution to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the DRC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the DRC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee.

The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units (e.g. buildings containing Townhome Units or Apartment Units) and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate

board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Design Guidelines. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals.

The approval of either the DRC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Variance.

The DRC may authorize variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Article XII Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or a Neighborhood Association or business offices for the Declarant or the Association). The declaration or other creating document for any Neighborhood Association may

impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make regulations and restrictions governing the use of the Properties, in addition to those provided in this Declaration, and to enforce such regulations and restrictions. Regulations and use restrictions made by the Association through its Board of Directors shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Section 1. Signs.

Except for those promotional signs, flag poles, flags and banners erected by Declarant and by Parcel Developers which shall be erected, maintained and removed subject to compliance with rules promulgated by Declarant to govern the erection of such signs, flag poles, flags and banners within the Properties and which signs, flag poles, flags and banners shall be subject to Declarant's prior review and approval, no sign of any kind shall be erected within the Properties by any Owner without the written consent of the Board of Directors. Notwithstanding the foregoing, Unit Owners may erect and display: (a) one "for sale" sign parallel with the street within the front yard area of Single Family Detached Dwelling Units and Townhome Units so long as such signs are not within the parkway strip or in areas subject to screen planting easements or on Common Area and are no larger than two feet by three feet (2'x3') on Units owned by Owners which are not Parcel Developers and (b) political signs limited to one meeting the foregoing criteria for "for sale" signs for two (2) weeks prior to an election which must be removed on the day after the election. The Board of Directors or Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Nothing herein shall be construed to permit the display of signs, flags, banners and similar items within the Properties which advertise or provide directional information for activities and events being conducted outside the Properties.

Section 2. Parking and Garages.

Vehicles shall be parked only in the garages or in the driveways within Units. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in garages. No inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored on any driveway. No vehicles of any kind shall be repaired or rebuilt anywhere within a Unit other than within the garage located thereon. The DRC shall have the right to grant variances from the foregoing restrictions in cases of hardship which variance shall be granted upon such terms and conditions and for such duration as the DRC may determine to be appropriate. Variations shall not inure to the benefit of subsequent Owners of the Unit. The foregoing restrictions do not apply to the parking of construction vehicles and trailers during construction on the Properties so long as such vehicles and trailers are parked in accordance with the Association's construction parking regulations.

Section 3. Occupants Bound.

All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations thereof and any losses or damage to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. Nothing herein shall be construed to impose any criminal liability on any Owner for actions of third parties.

Section 4. Animals and Pets.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties or which are deemed to be vicious animals by any village, county or state animal control officers shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible Person.

Section 5. Nuisance.

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 6. Unsightly or Unkempt Conditions.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The outdoor pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties, which activities shall include, but shall

not be limited to, the repair, assembly and disassembly of motor vehicles, aircraft, watercraft, motors and other mechanical devices and equipment.

Section 7. Antennas and Satellite Discs or Dishes.

Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted on the outside of any Unit or building containing Units. The foregoing, however, does not prohibit satellite dishes no larger than one (1) meter in diameter provided that such over the air reception devices are installed or mounted to the extent feasible in locations that are not visible from the street (provided this placement still permits reception of an acceptable signal.) In no event shall free-standing transmission or receiving towers which support satellite dishes larger than one (1) meter in diameter be permitted within the Properties. Conventional TV reception antennas may be mounted within enclosed attics of any unit.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc.

Basketball equipment, including one permanently mounted pole, basketball hoop and backboard may be installed in the front or rear yard of each Unit with the prior written approval of the DRC or MC if installed as a modification to the Unit. Portable units are prohibited. Such items shall be installed and maintained in accordance with the standards therefor promulgated by the DRC and MC. Nothing herein shall be construed as permitting the use of portable basketball equipment within any Unit. Swings and other play structures and equipment shall be installed only in backyards of each Unit with the prior written approval of the DRC or MC. Such items shall be installed and maintained in accordance with the standards therefor promulgated by the DRC and MC.

Section 9. Clotheslines.

The installation of clotheslines and clothes poles for the outdoor drying of clothes within any Unit is prohibited.

Section 10. Garbage.

All garbage cans, trash receptacles and other similar items shall be screened from view of neighboring Units and adjacent streets, or shall be kept in the garage except on trash pick-up day. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 11. Subdivision of Unit.

No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 12. Guns.

The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and any other firearms of all types, regardless of size.

Section 13. Above-Ground Pools.

The installation of an above-ground swimming pool within any Unit is prohibited. The foregoing does not apply to outdoor Jacuzzis and hot tubs included within a deck or patio and which are screened from view from neighboring Units and installed with the prior approval of the DRC if installed as part of the initial construction or the MC if installed thereafter.

Section 14. Storage Sheds, Greenhouses.

Storage sheds of all kinds, greenhouses and similar accessory buildings shall be installed only in backyards with the prior written approval of the DRC if installed as part of the initial construction of the Unit or the MC if installed thereafter. Such items shall be installed and maintained in accordance with the standards therefor promulgated by the DRC and MC.

Section 15. Irrigation.

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration. Private wells are prohibited on the Properties.

Section 16. Temporary Structures.

Except as may be permitted by the DRC during initial construction within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties. Temporary Catering tents to accommodate private parties may be erected in the back yards of units for a maximum of 14 days, pursuant to rules and procedures adopted by the Association Board.

Section 17. Drainage and Septic Systems.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow; provided, such easement right shall not be exercised in such a manner as to unreasonably interfere with the use of any Unit without the affected Unit Owner's consent. Septic systems are prohibited on the Properties unless specifically permitted by Declarant in designated neighborhoods not served by public sewers.

Section 18. Tree Removal.

No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration and in compliance with the Village Tree Preservation Ordinance.

Section 19. Sight Distance at Intersections.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 20. Utility Lines.

No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 21. Air Conditioning Units.

Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 22. Lighting and Holiday Decorations.

Except for seasonal holiday decorative lights and outdoor decorations, which may be displayed between the period beginning on Thanksgiving Day and ending on January 31 of the next year, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 23. No Artificial Vegetation and Items Requiring Pre-Installation Approval.

No artificial vegetation shall be permitted within the exterior of any portion of the Properties. All exterior sculpture, exterior fountains, free standing flag poles (other than those erected by Declarant and by Parcel Developers pursuant to Section 1 above), and yard ornaments must be approved in accordance with Article XI of this Declaration prior to installation.

Section 24. Energy Conservation Equipment.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 25. Lakes and Water Bodies.

All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating,

playing, ice skating or use of personal flotation devices, shall be permitted in or on such lakes, ponds and streams, except to the extent that the Board shall expressly permit any usage thereof, which usage shall in all events be subject to such rules and regulations as may be adopted for such purposes. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

Section 26. Playground.

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 27. Fences.

No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration. Chain link fencing is prohibited and proposals for the use thereof on any unit shall not be approved. Chain link fencing may be utilized on Common park land and Common recreational facilities. Underground electronic pet control fencing is permitted but must be approved in accordance with Article XI of this Declaration prior to installation.

Section 28. Business Use.

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties and shall not prohibit the Association from leasing the Restricted Use Common Areas as provided in Article XVI.

Section 29. On-Site Fuel Storage.

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored in the garage on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment.

Section 30. Leasing.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) General. Units shall be leased only in their entirety. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than ninety (90) days, except with the prior written consent of the Board of Directors. Notice of any lease shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease, as required by Article XIII, Section 12 of this Declaration. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations, and the lessee shall be subject to and shall comply with all the terms thereof. The Board may adopt reasonable rules regulating leasing and subleasing.

Article XIII
General Provisions

Section 1. Term.

The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association, the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns and the Village, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same (subject to Article XIV hereof), in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

The Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including,

for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) necessary to comply with Illinois law; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Except as provided in Article II and in the first paragraph of this Section 2 of Article XIII, this Declaration may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Voting Members representing at least sixty-seven (67%) percent of the Class "A" Members, and, until the Class "B" control period lapses, the consent of the Declarant. In addition, the approval requirements set forth in Article XIV hereof shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Recorder's Office of Kane County, Illinois.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Indemnification.

The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other Proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment.

There shall be reciprocal appurtenant easements of encroachment and for maintenance of encroachments as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Easements for Utilities, Etc.

There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B", the Association, and the designees of each (which may include, without limitation, the Village, any utility or entity furnishing gas, electric, telephone, sewer, water or other utility or franchised services to residents of the Properties), blanket easements upon, across, over, and under all of the Common Areas including Restricted Use Common Areas, Limited Use Common Areas and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, easements hereby reserved for the Village across all Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to the Village, or to any other local, state, or federal governmental body, for governmental purposes or as contemplated by the Annexation Agreement, and to grant easements for utility purposes subject to such approval requirements as may be contained in Article XIV, Section 3 of this Declaration.

Section 6. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry.

The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the

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Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 8. Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation.

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all Members of the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, including the filing of forcible entry and detainer actions, (c) proceedings involving challenges to the real estate taxes, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10. Cumulative Effect; Conflict.

The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood Association and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

Section 11. Notice of Sales and Leases.

Any Owner who sells or leases his or her Unit shall provide written notice to the authorized representative of the Association as designated from time to time by the Board of Directors within ten (10) days of entering into an agreement for lease or closing on the sale of a Unit. Such notice shall include the names of the purchaser or lessee and all occupants of the Unit, their mailing addresses, if other than the Unit address. This Section shall not be deemed to give the Association or any person a right of first refusal or any other such right with respect to any Unit.

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Section 12. Enforcement.

Subject to the requirements of Article III, Section 22 of the By-Laws, the Association, acting through the Board of Directors, and any aggrieved Unit Owner, shall have the right to enforce the terms of this Declaration, the By-Laws, the rules and regulations of the Association or any decision of the Association made pursuant to the foregoing, subject to the requirements of Article III, Section 22 of the By-Laws. The Village is hereby granted the right, but has no obligation, to enforce the covenants, conditions and restrictions contained in this Declaration.

Article XIV
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Amendments to Documents.

- (a) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first Mortgages on sixty-seven (67%) percent of the Units subject to a Mortgage held by an eligible holder, shall be required to terminate the Association for reasons other than substantial

destruction or condemnation. Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Voting Members as specified above and the eligible holders of first Mortgages on fifty-one (51%) percent of the Units subject to Mortgages held by such eligible holders.

(b) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the eligible holders of first Mortgages on Units to which at least fifty-one (51%) percent of the Units subject to Mortgages held by such eligible holders are allocated.

(c) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and the approval of eligible holders of first Mortgages on fifty-one (51%) percent of the Units subject to a Mortgage held by an eligible holder, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such
liens;
- (iii) reserves for maintenance, repair, and replacement of the
Common Area;
- (iv) insurance or fidelity bonds; (v) rights to use the Common
Area;
- (v) responsibility for maintenance and repair of the Properties;
- (vi) expansion or contraction of the Properties or the addition,
annexation, or withdrawal of Properties to or from the Association (other than by
Declarant as provided in Article II and Article VIII of this Declaration);
- (vii) boundaries of any Unit;
- (viii) leasing of Units;
- (ix) imposition of any right of first refusal or similar restriction
of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;
- (x) establishment of self-management by the Association
where professional management has been required by an eligible holder; or

(xi) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

(d) no amendment, made pursuant to this Article XIV, may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Voting Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly, except as provided in Article XVI, (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area, and transactions involving portions of the Common Area conveyed to the Association subject to the right to sell, lease or dedicate such portions of the Common Area as provided in Article VIII Section 3 hereof and leases pursuant to Article XVI hereof, shall not be deemed transfers within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the

lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 5. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 6. Amendment by Board.

Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 7. Applicability of Article XIV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Illinois law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond.

Any Mortgagee who receives notice of and a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, with a return receipt requested.

Article XV
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Recorder's Office of Kane County, Illinois. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the land described in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary and for so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to authorize, establish, maintain and carry on upon portions of the Common Area and within Units such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction and sale of Units, including, but not limited to, business offices, model homes, model home parking areas, sales offices and promotional signs, flag poles, flags and banners. A right of access is hereby reserved over the Common Areas for such purposes. The right to maintain and carry on such facilities and activities shall encompass and include any clubhouse, community or recreation center located within the Properties, Units owned by the Declarant and Units owned by Parcel Developer which contain structures which are operated and maintained as model homes which are open for public inspection and viewing. All model homes shall be operated and maintained in accordance with regulations established by Declarant.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVI Restricted and Limited Use Common Areas

The Board of Directors shall have the right to designate some or all of the Common Areas upon which recreation facilities, such as tennis courts, swimming pools, a community building, and related parking areas as "Restricted Use Common Areas" which may be used only by such Persons as affirmatively agree to pay such fees and additional charges for such privilege of use (the "Users"). The Board of Directors shall also have the right to designate certain Common Areas which are not Restricted Use Common Areas as "Limited Use Common Areas" which Owners or occupants of Apartment Units if any Apartment Units are developed on the Property may only use on the condition that they affirmatively agree to pay the fees set by the Board of Directors for the privilege of such use. The designation of a portion of a Common Area as a Restricted Use Common Area or a Limited Use Common Area may occur at any time.

Users may, in the discretion of the Board, include Persons other than Owners and occupants of Units within the Properties; provided, such Persons shall be required to pay fees and charges which shall be no less than those charged Owners and occupants of Units, and who shall have no greater use rights than those extended to Owners and occupants of Units. Nothing herein shall preclude the Association from requiring such Persons to pay fees and charges greater

than those charged Owners and occupants of Units and granting such Persons lesser or more restrictive use rights than those extended to Owners and occupants of Units.

The fees and charges established by the Board for use of, or the rental payments charged by the Association pursuant to a lease of the Restricted Use Common Areas shall be reported in the annual budget for the Association as "income" may used as determined by the Board. Nothing herein shall preclude the Association from setting fees and charges and from setting rents for the Restricted Use Common Areas in excess of the amounts required to operate, maintain, insure and pay real estate taxes on the Restricted Use Common Areas.

Nothing herein shall prohibit the Board of Directors, by majority vote from exercising the right to dedicate, lease or sell those parts of common areas used as parks, open space areas and nature areas conveyed to the Association subject to the right to dedicate, lease or sell such portions of the Common Area to the Village, the local Park District, the Kane County Forest Preserve District, non-for-profit conservation organization or similar entity dedicated to owning, operating and preserving parks, open space and nature preserves for the benefit of the public.

Notwithstanding the provisions of Article XIV, Section 3 hereof, the Board of Directors, acting on behalf of the Association, may, by majority vote, with the approval of two-thirds of the Class A Voting Members and of the Class B Member if it still exists, sell or lease all of the Restricted Use Common Areas or any portion thereof to a private club composed of such Owners or to a commercial operator, or to the Village or any other governmental body or not-for-profit corporation, on such terms and conditions as may be agreed to by the Board. If the Board agrees to lease Restricted Use Common Areas, the lessee shall have the right to permit members of the public to become Users of the Restricted Use Common Areas.

There is hereby reserved for all Users of Restricted Use Common Areas an easement over the Common Areas of the Association for direct ingress and egress to and from such Restricted Use Common Areas, subject to such rules and regulations as are established by the Board of Directors.

The Board shall have the right at any time, subject to the terms of any existing lease, and with a two-thirds vote of the Class A Members and of the Class B Member if it still exists, to declare by majority vote that use of all or any portion of the Restricted Use Common Areas or the Limited Use Common Areas shall no longer be restricted as provided herein, and thereafter such facilities shall be deemed Common Area for the use of all Owners and all costs associated therewith shall be deemed Common Expenses.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first above written.

Hampshire East LLC,
an Illinois limited liability company

SEAL]

By _____
Its Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me as the Vice President of Hampshire East LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument on behalf of Hampshire East, LLC as managing member of Hampshire East LLC., pursuant to authority duly given, as his free and voluntary act and as the free and voluntary act and deed of said corporation as managing member of Hampshire East LLC., for the uses and purposes therein set forth.

GIVEN under my hand and seal this _____ day of _____, 2004.

Notary Public
My commission expires: _____

This Declaration of
Covenants, Conditions and Restrictions for
Oakstead Homeowners Association
has been prepared by:

Virginia M. Harding
Gould & Ratner
222 North LaSalle
Suite 800
Chicago, IL 60601-1086

27

Exhibit "A"

Land Submitted

Exhibit "B"

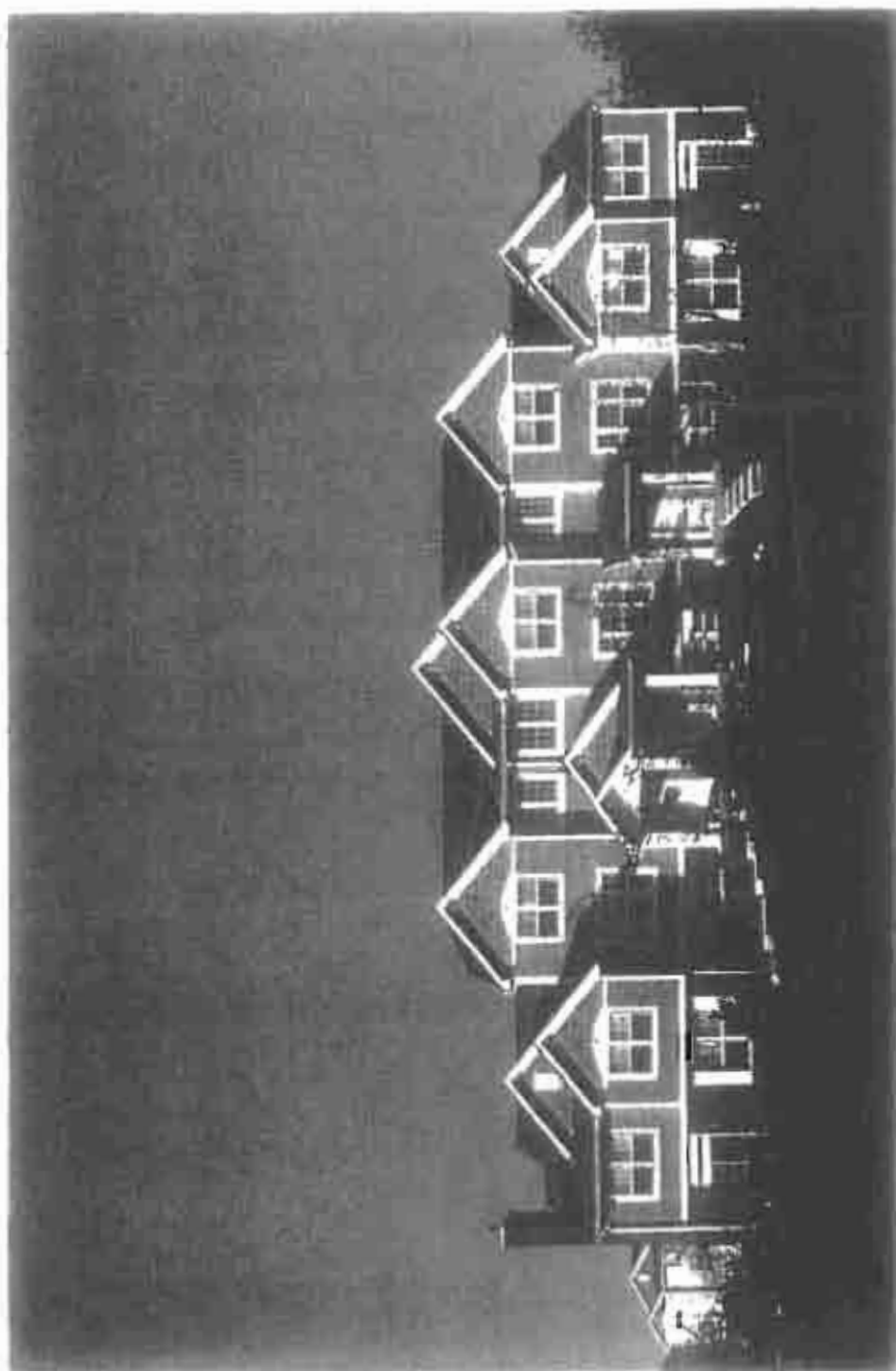
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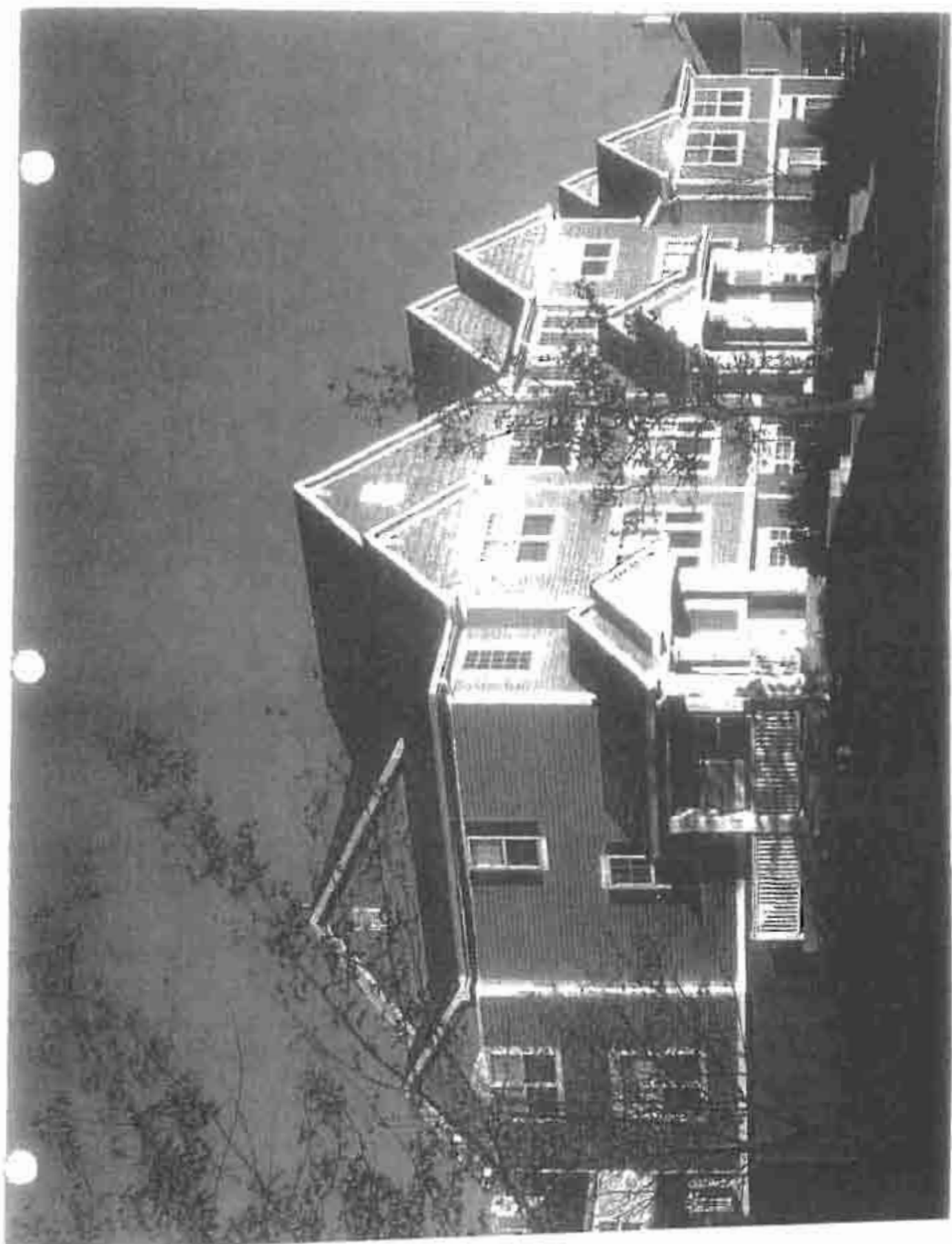
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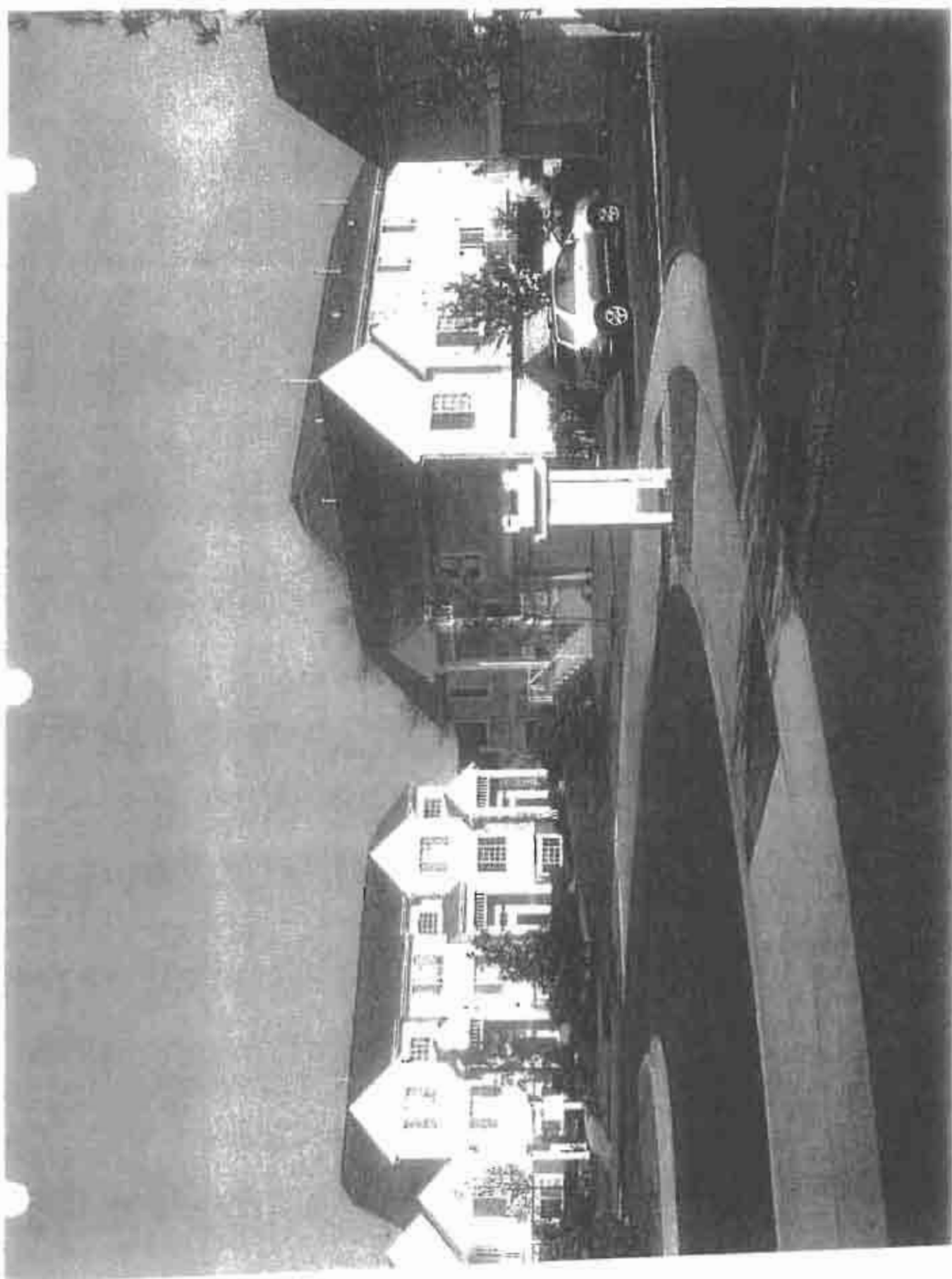
By-Laws of Oakstead Homeowners Association, Inc.

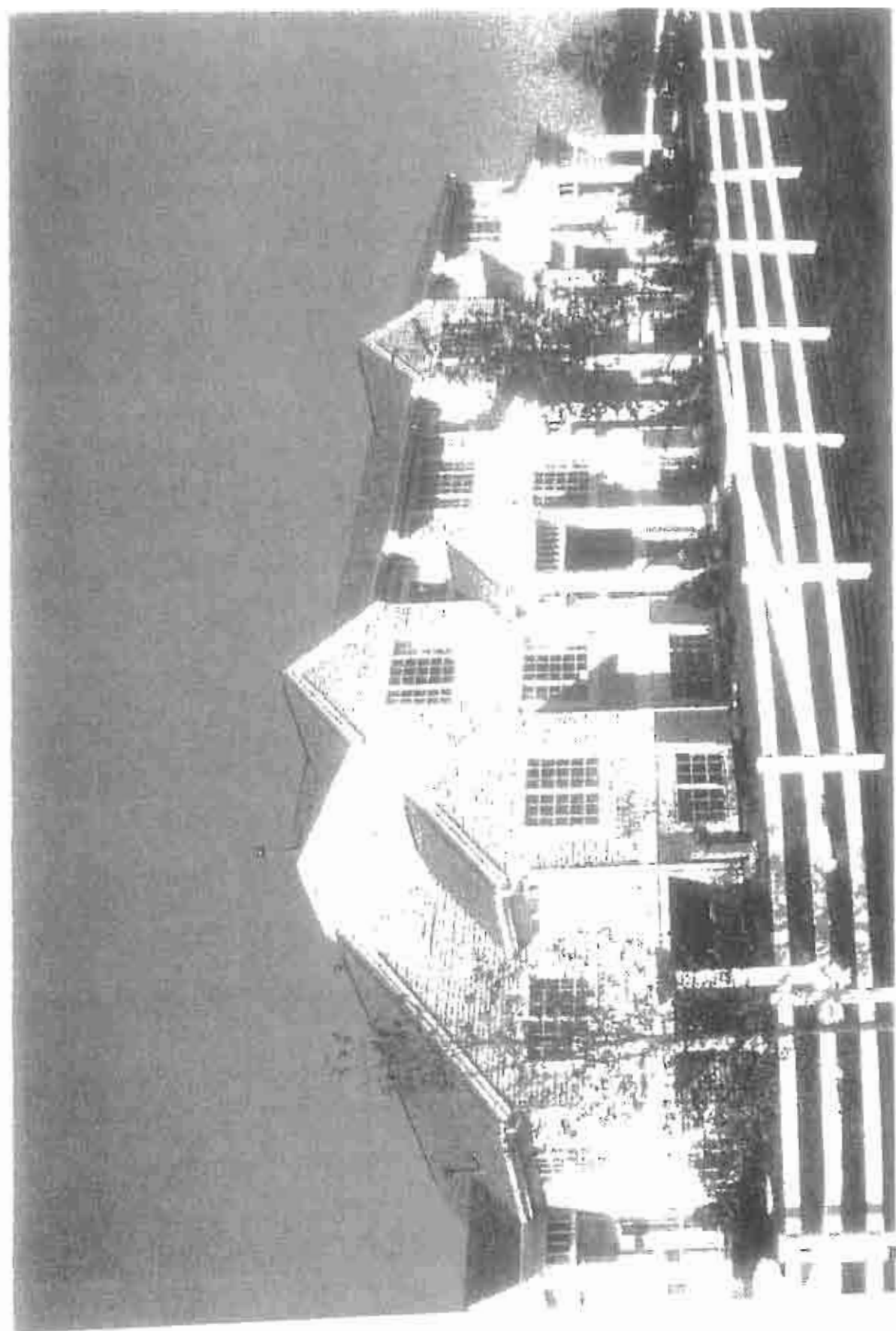
EXHIBIT "I"

CONCEPTUAL TOWNHOME ELEVATIONS









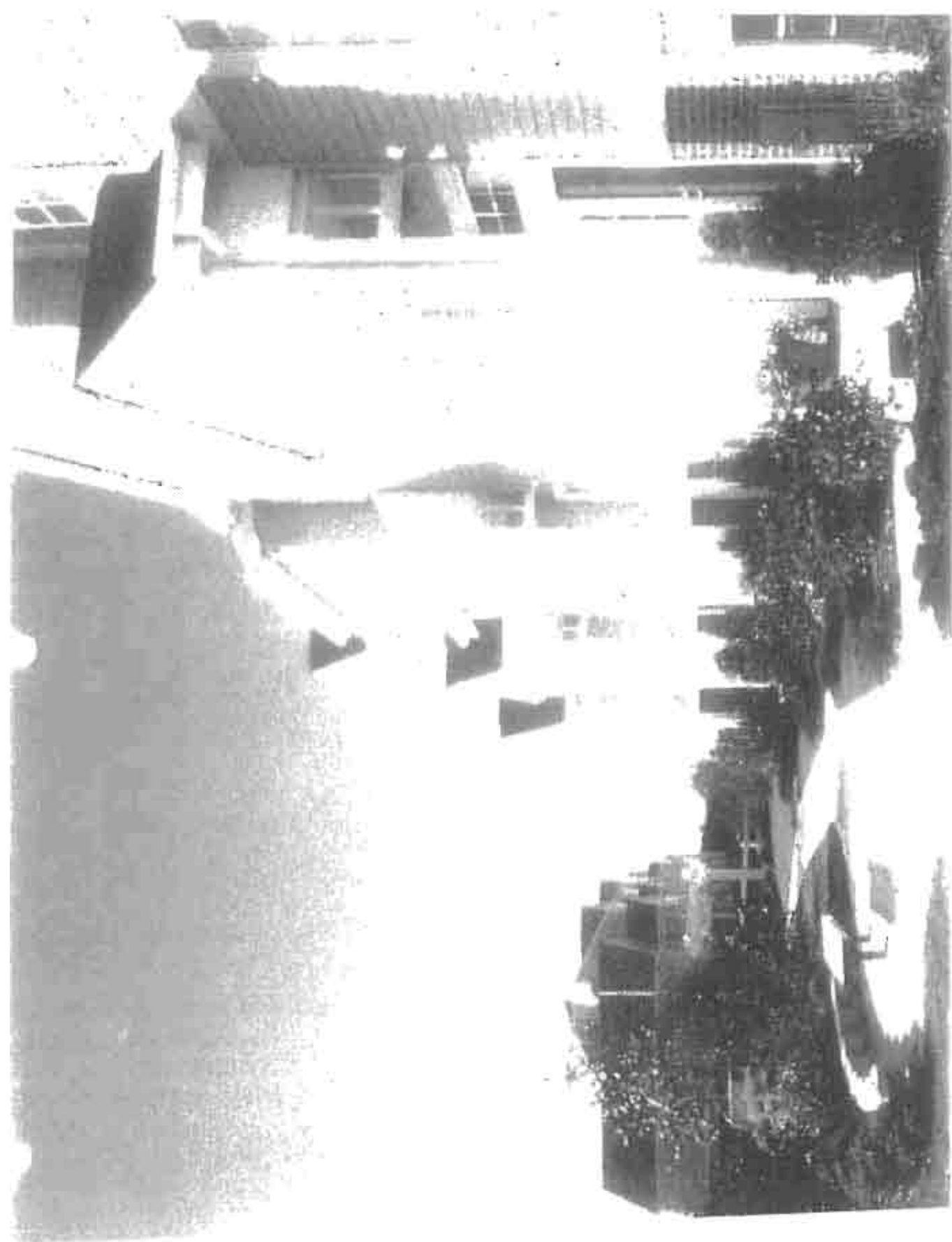
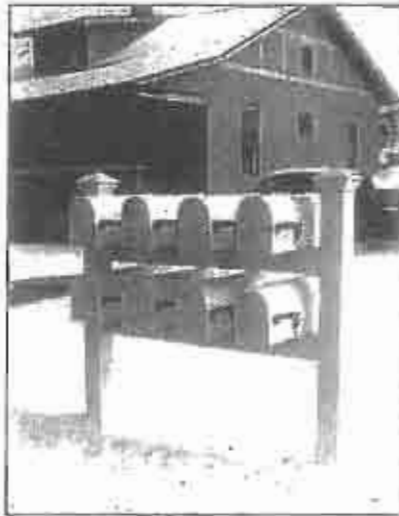


EXHIBIT "J"

STREETLIGHT AND STREET SIGN DETAILS



MALE MILD

- 4"x6"x125 Wt, 6063-T52 Extruded Aluminum Post & Green Br(n)
- Galvalume Assembly Brackets
- Heavy Duty Aluminum Can, 318 Alloy
- Steel Black Powder Coat Finish
- Black 11 Mailboxes
- 1/4" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)850-2702

VILLAGE OF
HAMPSHIRE

Copyright © 2004 CIVIL ENGINEERING, INC.

MULTI FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/486-2300 phone - 630/486-0320 fax

SCALE:
N.T.S.

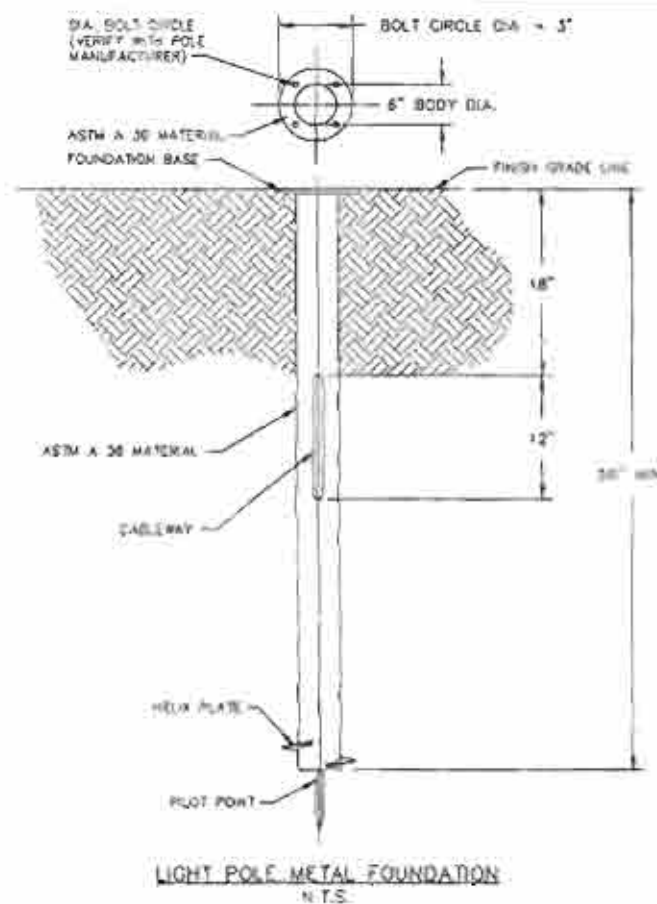
DRAWING
NUMBER:

HA006

DRAWN BY:
KKP

REVISED:

DATE:
5/18/04



TYP. RESIDENTIAL BOULEVARD STREET LIGHT DETAIL

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone - 630/466-9380 fax

SCALE
N.T.S.

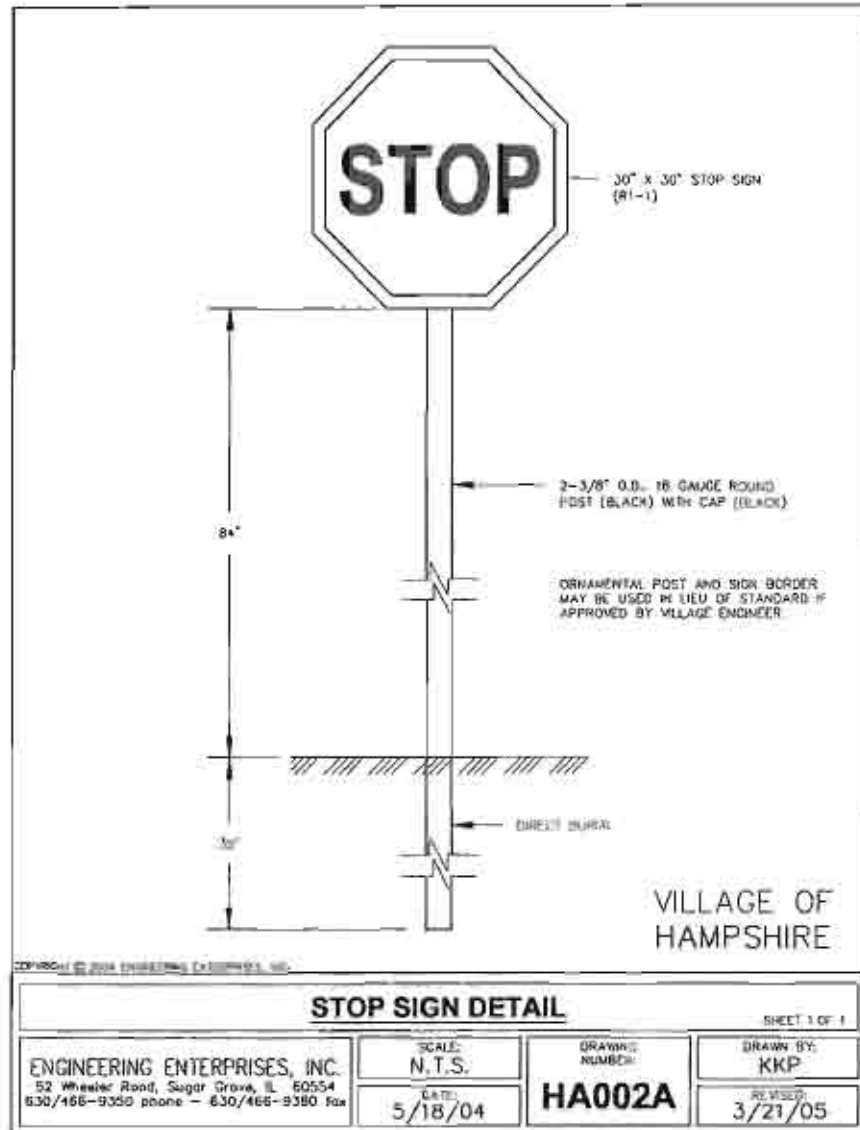
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5/24/04

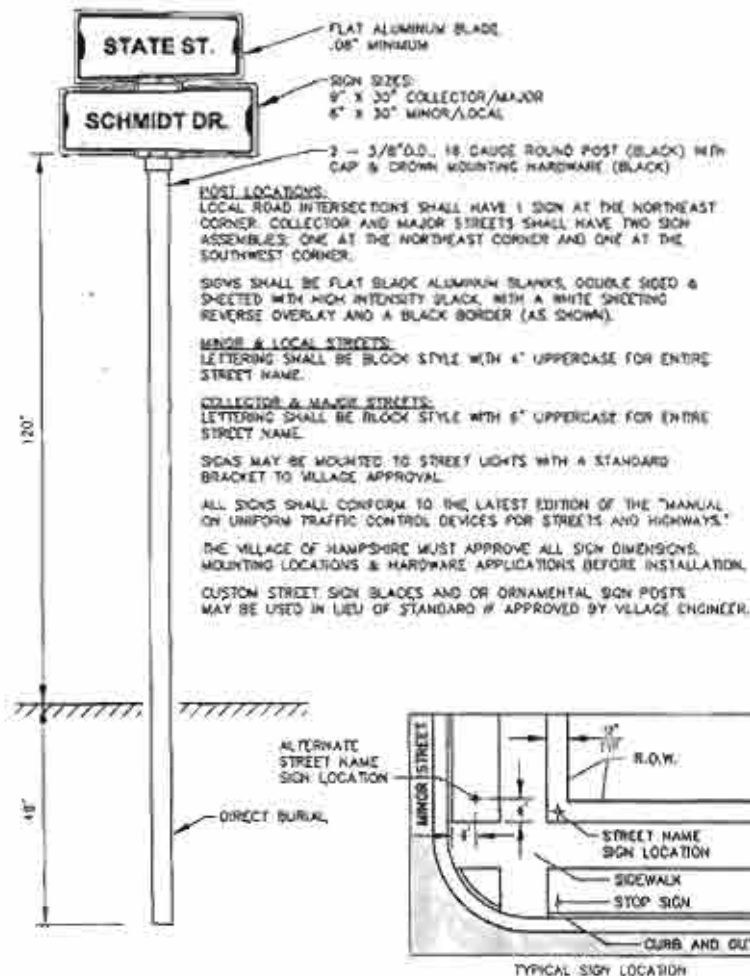
ON A NEW
JOURNAL

HA009A

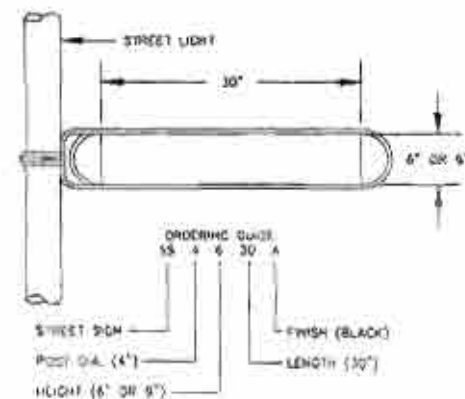
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K.K.P.

3/21/05





STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS MANUFACTURED BY MADCO

VILLAGE OF HAMPSHIRE

TYPICAL STREET SIGN DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
22 Wheeler Road, Sugar Grove, IL 60554
630/488-9250 phone - 630/488-9280 fax

SCALE:
N.T.S.

DATE:
5/18/04

DRAWING NUMBER

HA003A

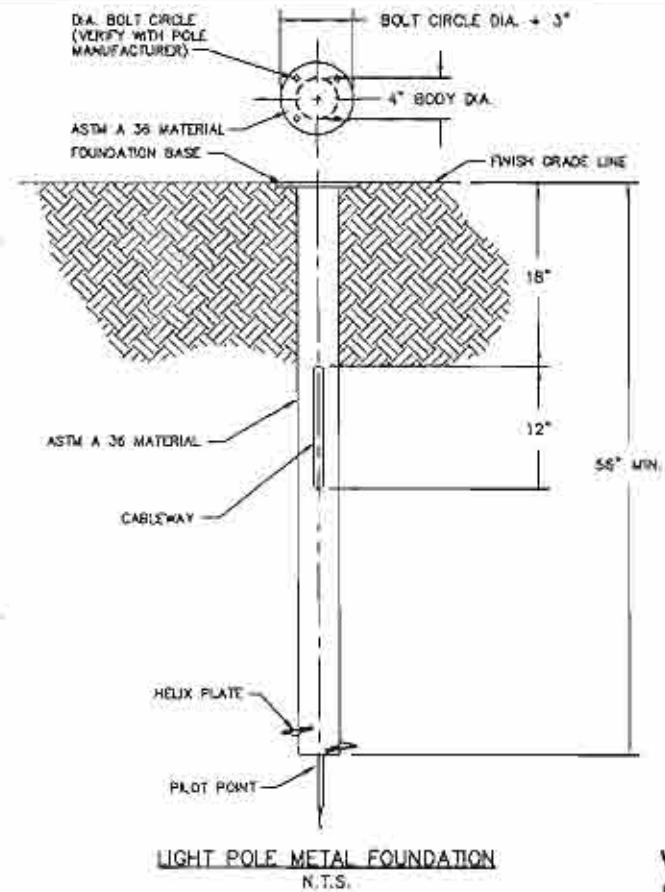
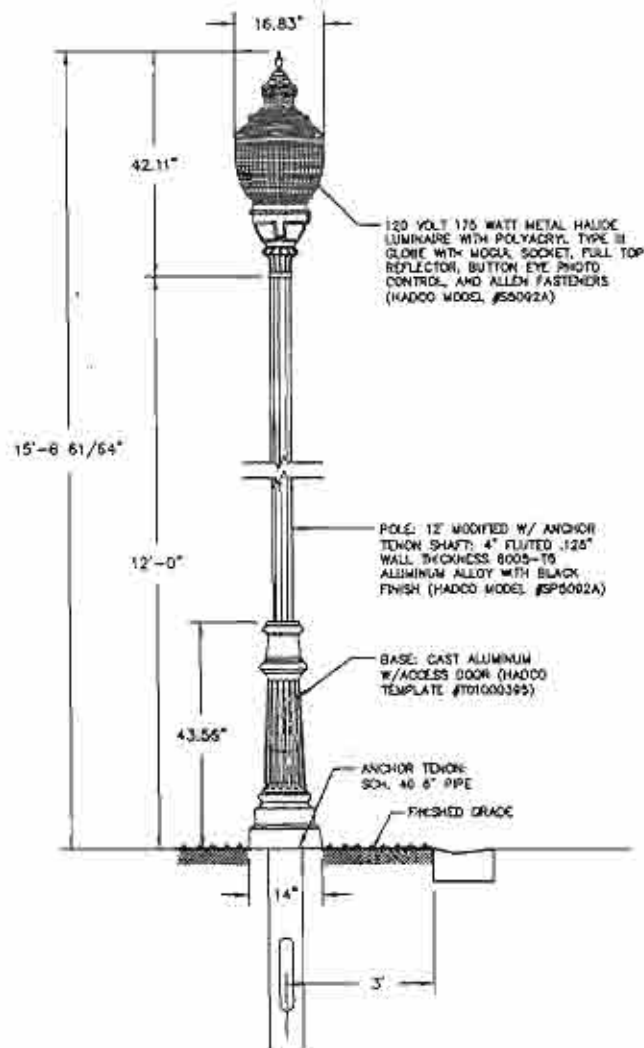
DRAWN BY

KKP

REV

3/25/05

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VILLAGE OF
HAMPSHIRE

TYPICAL RESIDENTIAL STREET LIGHT DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone -- 630/466-9380 fax

SCALE
N.T.S.

DATE
5/24/04

DRAWING
NUMBER

HA008

DRAWN BY
KKP

REVISED



STANFORD

- * 3" Fluted Extruded Aluminum Post, 0.80 Wall 6063-T6
- * Coat Aluminum Support Arm, 318 Alloy (Chromated) Welded to Post
- * Coat Aluminum Ball Cap
- * Gloss Black Powder Coat Finish
- * Black T1 Mailbox
- * 3" Gold Vinyl Address Numbers
- * Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)980-2752

VILLAGE OF
HAMPSHIRE

REVISION 0.001 CHANGING ADDRESS NO.

SINGLE FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
62 Wheeler Road, Sugar Grove, IL 60054
830/466-9360 phone - 830/466-9360 fax

SCALE:
N.T.S.

DRAWING
NUMBER

DRAWN BY:
KKP

DATE:
5/18/04

HA004

REVISED:



YALE DOUBLE

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post
- Heavy Coat Aluminum Support Arm, 319 Alloy (chromated)
- Heavy Coat Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10763 WOLF DRIVE
HUNTLEY, IL 60142
(847)898-2752

**VILLAGE OF
HAMPSHIRE**

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DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60054
630/468-9300 phone - 630/468-9300 fax

SCALE
N.T.S.

DRAWING
NUMBER

HA005

DRAWN BY:
KKP

REVISED:

DATE
5/18/04

EXHIBIT "K"

PRAIRIE RIDGE AND OAKSTEAD

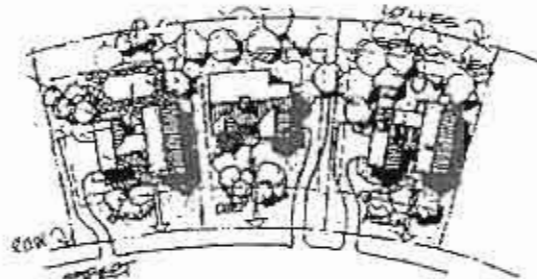
MONOTONY CONTROLS

Single Family Detached Standards (all neighborhoods)

The monotony controls exist to prevent duplicate houses from being built in close proximity to each other. They are not designed to preclude all similarities between Properties.

Housing units shall be sited and oriented to best take advantage of views and open space. View orientation towards other units shall be avoided wherever possible.

Staggering building setbacks from road R.O.W.'s should be utilized to provide variety and eliminate a regimented and monotonous streetscape. Staggering portions of the facades of individual units is also encouraged to achieve a similar effect.



Stagger building setbacks and front facades to avoid a monotonous streetscape.

Front Elevations and Color Schemes

In order to encourage diversity and add visual interest to the streetscape in each single-family neighborhood, houses shall be required to have sufficient differences in both front elevation and color schemes to make them significantly different from each other. The code applies to the following situations:

1. Two houses on each side of a proposed home that all face the same street.
2. The house directly across the street from a proposed home.
3. One house on each side of the house directly across the street from the proposed home.
4. On small, tight cul-de-sac circles, any house that faces or is diagonally across the cul-de-sac from a proposed home.

Approved color variations shall be within a family or range of aesthetically complementary and compatible colors. The Design Review Committee shall also evaluate the proposed building trim colors and their relationship to the main field color.

Minimum Acceptable Differences

A home shall not be considered substantially similar to another home if a preponderance of the front elevations of the two homes are of different color and the front elevations of the two homes differ as to at least two or more of the characteristics set forth below:

- Shape of the front elevation and roof silhouette including different setbacks, roof pitches, gables, hips or dormers;
- Relative type, location and size of windows, doors and related trim such as shutters, sidelights, pediments, sills and lintels and single, ganged or bay windows;
- Siding type (e.g. brick or stone veneer, lapped horizontal siding, half timber, board and batten, shakes, etc.) on the front elevation;
- Front porch size full across entire front elevation of house (garage not included). Half porch extended less than half the length of the porch elevation or none – no covered entry;
- Relative locations and dimensions of garage door(s), if included on the front elevation;
- Housing styles (e.g. ranch, bi-level, tri-level, 1-1/2, 2 and 3 story).

Applications of the above standards and determination of minimum acceptable differences for any proposed home plan shall be subject to the discretion of the Developer's Design Review Committee.

Townhomes

Consistent design, color schemes and elevations are desirable for individual townhome neighborhoods and therefore, townhomes shall not be subject to anti-monotony provisions. However, all exterior townhome designs, colors and materials shall be generally consistent with those shown on Exhibit I attached hereto.

Preliminary
Landscape Development Plans

EXHIBIT "L-1"
PRELIMINARY LANDSCAPE
DEVELOPMENT PLAN
OAKSTEAD

OAKSTEAD

HAMPSHIRE, ILLINOIS



SHEET INDEX

- L.1: Illustrative Landscape Master Plan
- L.2: Landscape Development Plan
- L.3: Landscape Development Plan
- L.4: Landscape Development Plan
- L.5: Landscape Development Plan
- L.6: Landscape Development Plan
- L.7: Landscape Development Plan
- L.8: Landscape Development Plan
- L.9: Typical Single Family Landscape Plans
- L.10: Typical Townhome Unit Landscaping
- L.11: Townhome Area 'V' Landscape Exhibit
- L.12: Townhome Area 'O' Landscape Exhibit
- L.13: Typical Neighborhood Park Exhibit
- L.14: Overall Park Designation Exhibit
- L.15: Overall SWMF Designation Plan
- L.16: Typical Landscape Enhancements
- S.1: Community Signage and Identity Exhibit
- S.2: Signage Concept

OWNER
Crown Community Development L.L.C.
3800 Taylor Court
Aurora, Illinois 60004
(630) 851-3400 Fax (630) 886-0160

LANDSCAPE ARCHITECT
Signature Design Group, Inc.
17 Court Place
Naperville, Illinois 60563
(630) 303-3500 Fax (630) 309-2694

CONSULTING ENGINEER
CEMCON, Ltd.
2250 White Oak Drive, Suite 100
Aurora, Illinois 60004
(630) 662-2100 Fax (630) 662-2125

ENGINEERING FIRM / EROSION CONTROL SPECIALIST
Hey and Associates, Inc.
26577 W. Commerce Drive, Suite 201
Vernon Hills, Illinois 60073
(847) 740-8888 Fax (847) 740-8888

PRELIMINARY LANDSCAPE DEVELOPMENT PLANS - OAKSTEAD COMMUNITY

EXHIBIT "L-1"

OAKSTEAD

Hampshire, Illinois

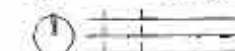
Client/Owner:

Preliminary Illustrative Landscape Plan

CROWN
CORPORATION



North
Scale: 1" = 400'0"



Prepared by: J. [Name]
Reviewed by: J. [Name]
Approved by: J. [Name]

Project No.: 04-001
Date: 07 OCTOBER 2004

Sheet No.: 1 of 1

Project Name: [Name]

Project No.: 04-001

Sheet No.: 1 of 1

Project Name: [Name]

Project No.: 04-001

Sheet No.: 1 of 1

Project Name: [Name]

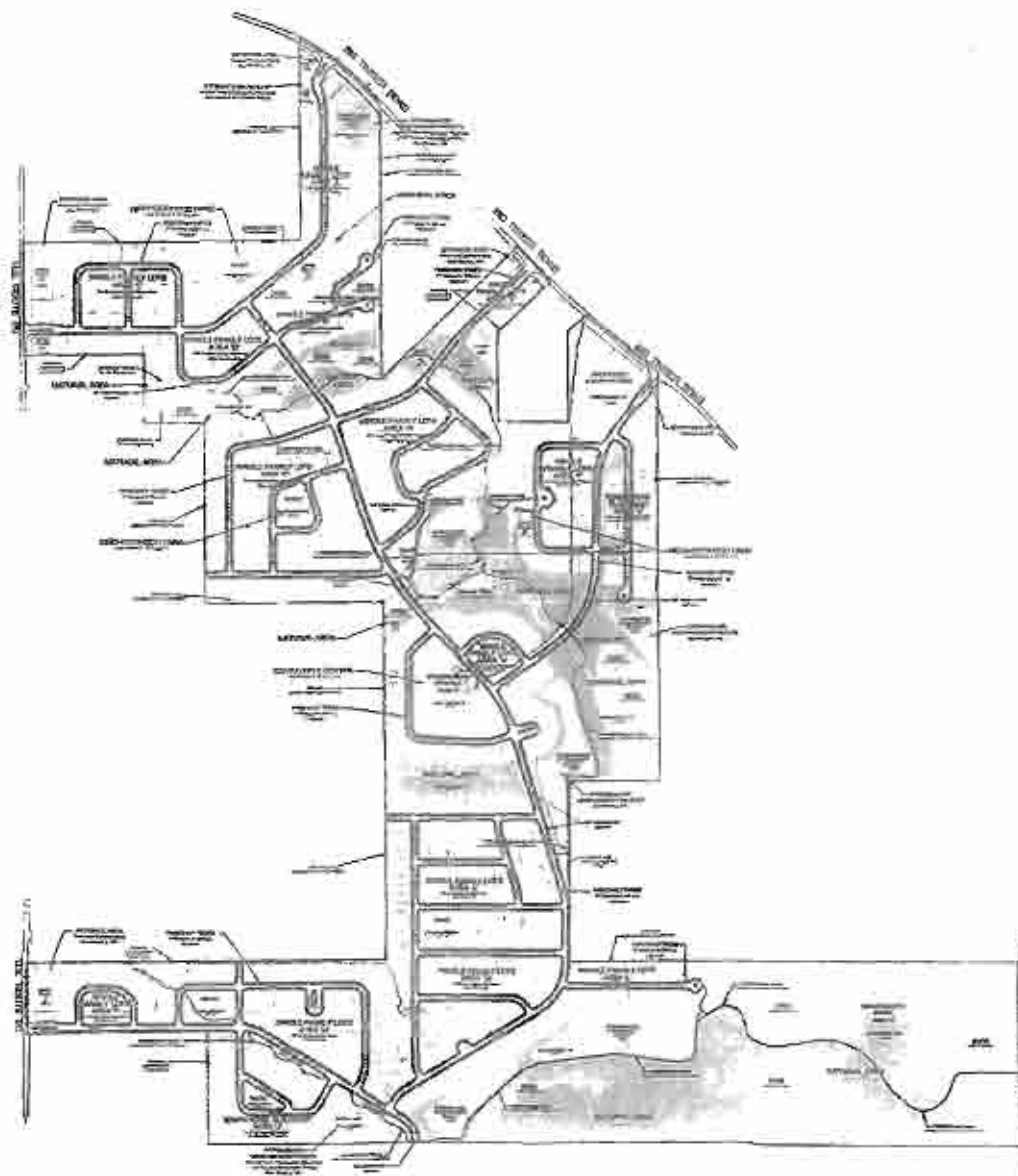
Project No.: 04-001

Sheet No.: 1 of 1

Project Name: [Name]

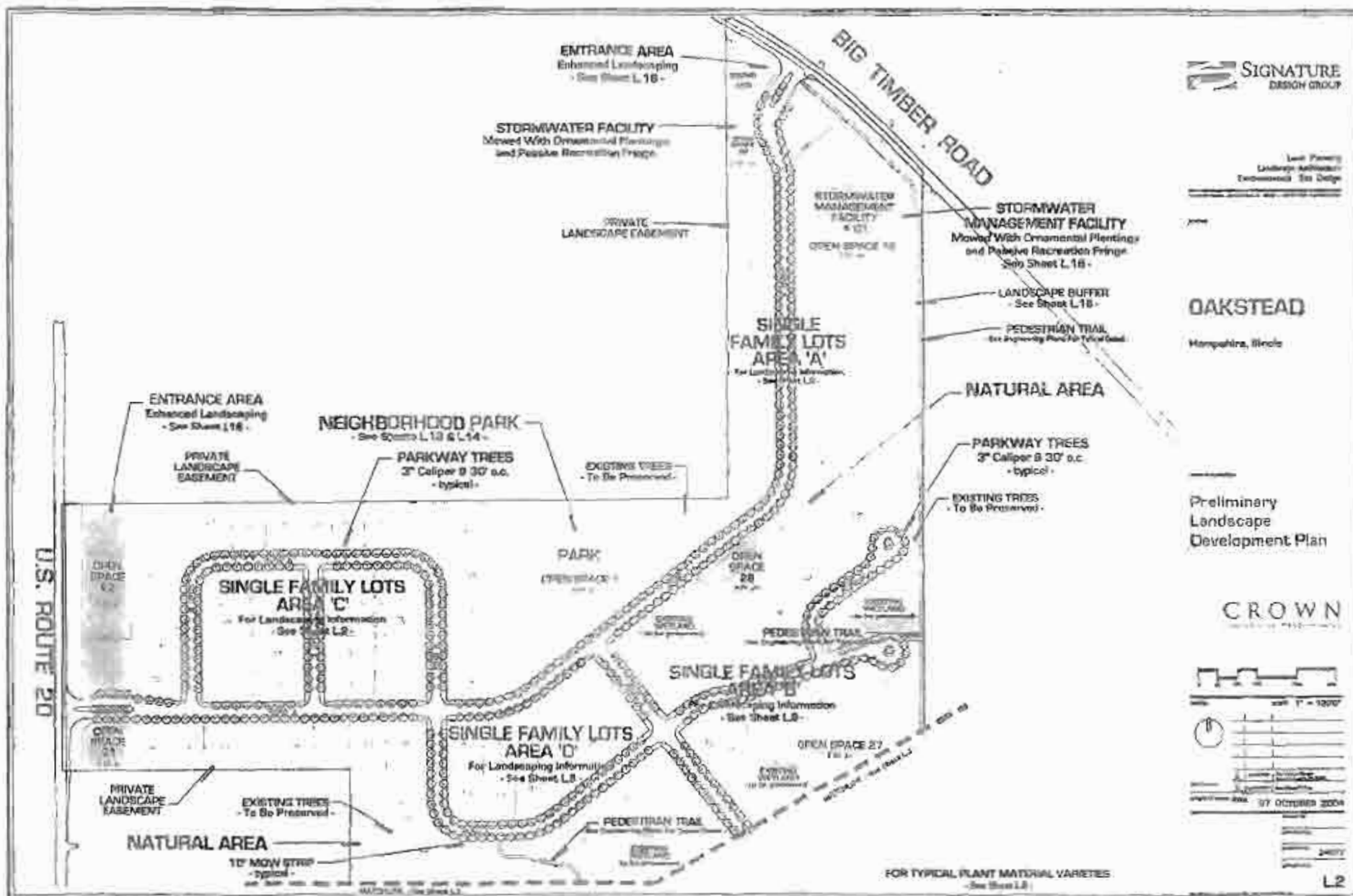
Project No.: 04-001

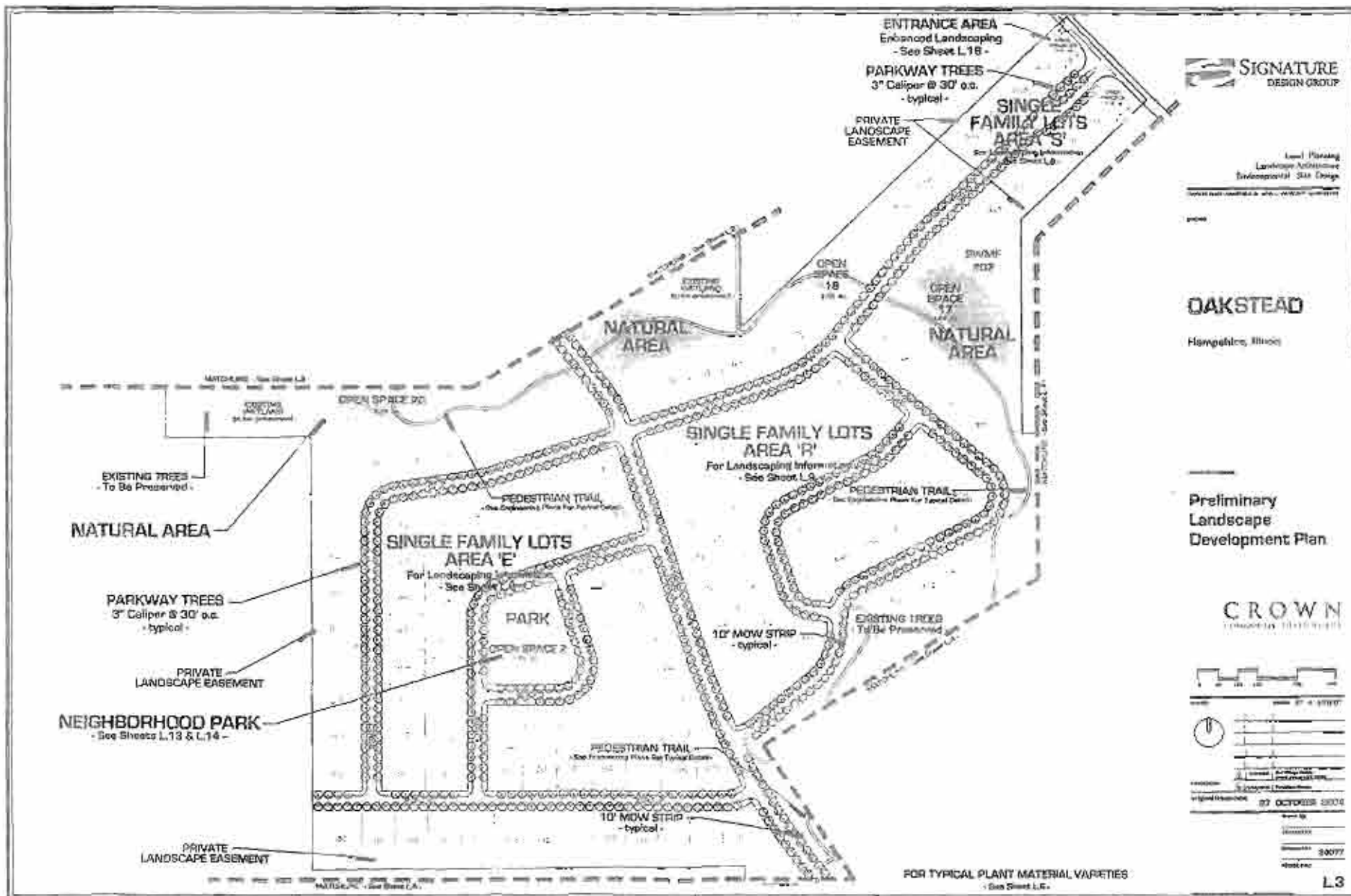
Sheet No.: 1 of 1

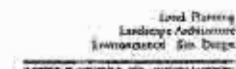


LEGEND:

- NATURAL AREAS
- BUFFER AREAS
- PARKS / OPEN SPACE
- SMF / OPEN WATER
- PRESERVED WETLANDS
- PRIVATE LANDSCAPE BASINMENTS







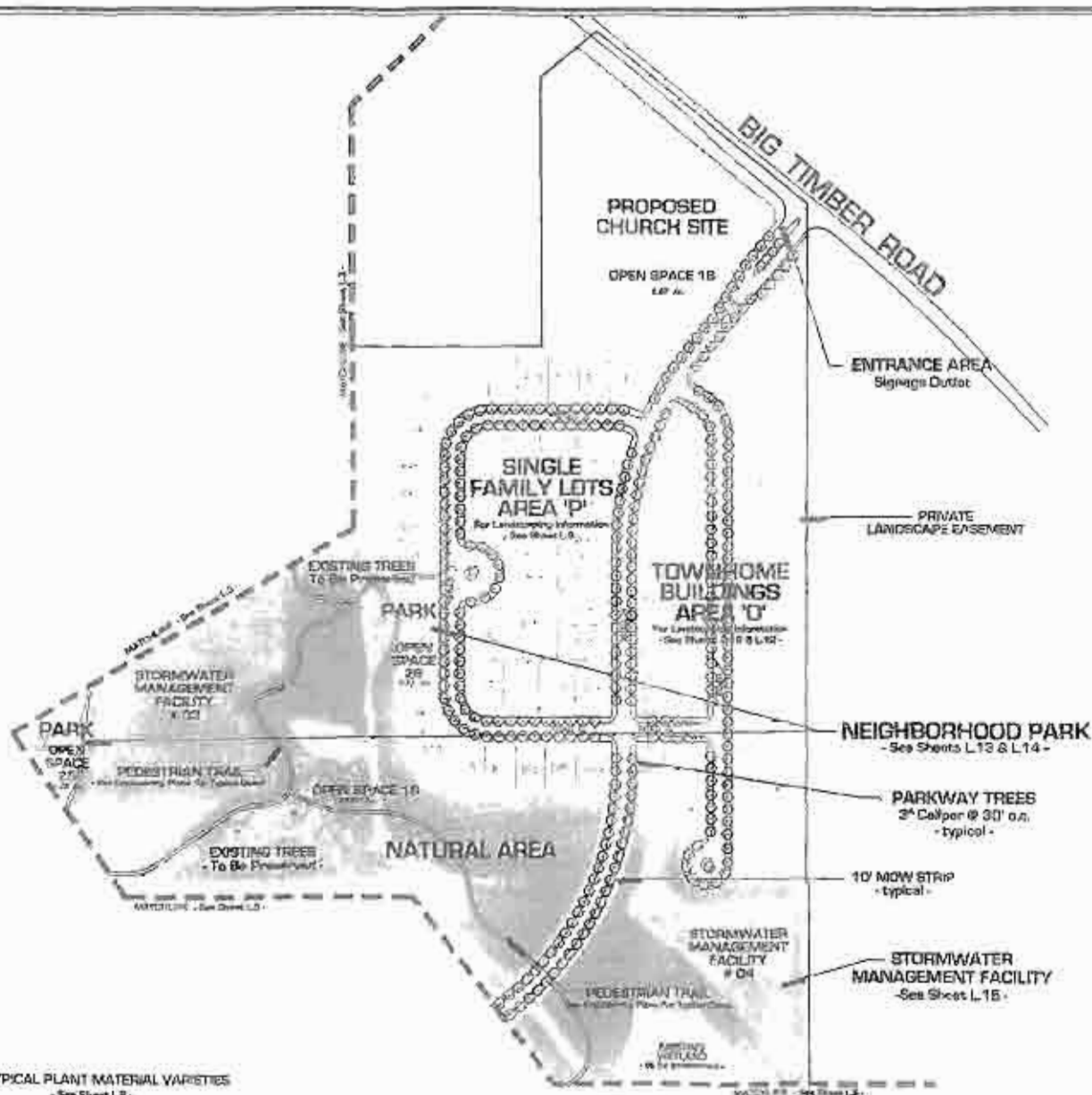
Hampshire, Illinois

Preliminary
Landscape
Development Plan

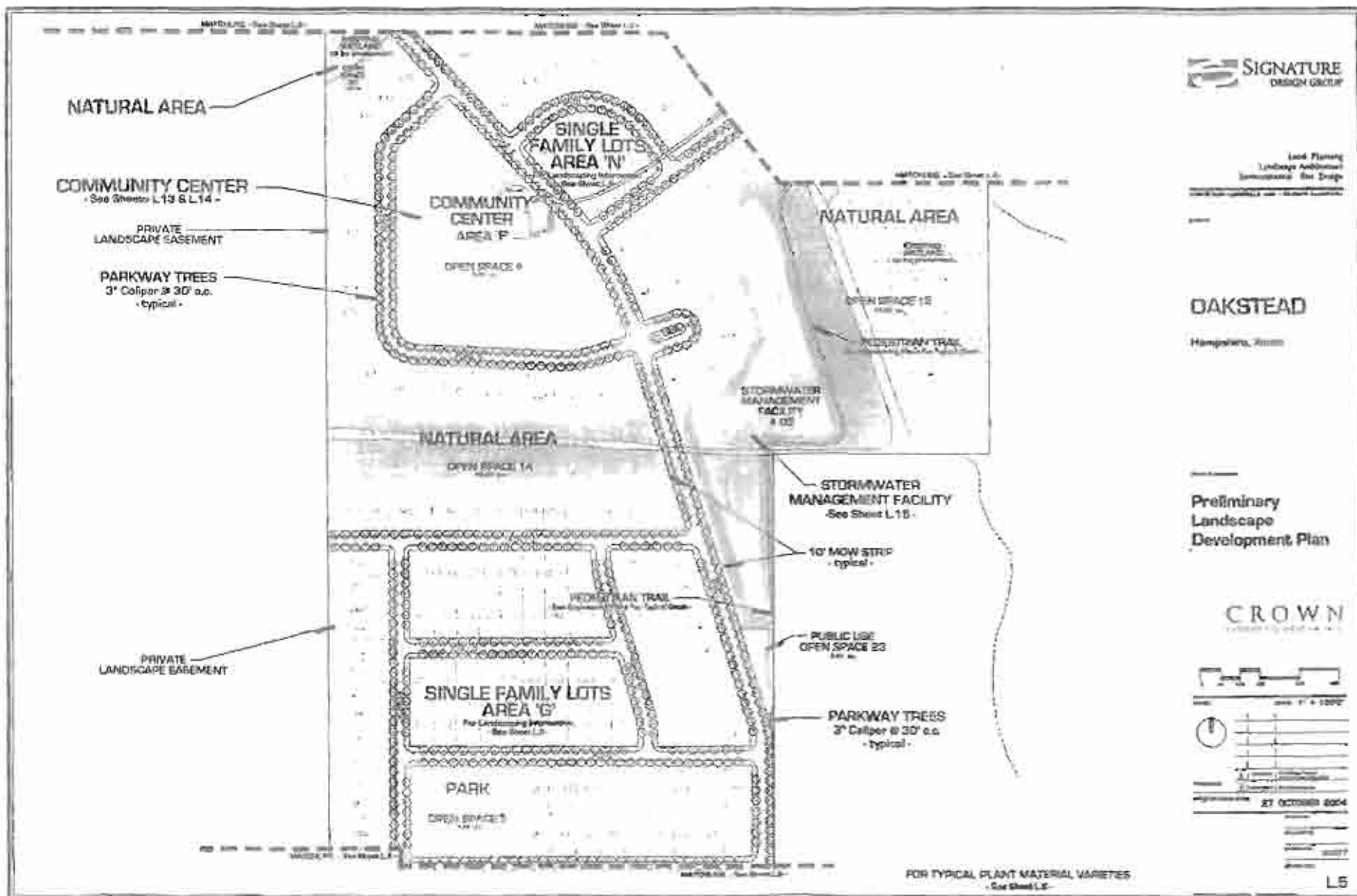
CROWN
LAWSON, CROFT & CO., LTD.



L4



FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L3 -



OAKSTEAD

Hampshire, Illinois

Preliminary
Landscape
Development Plan

CROWN
LANDSCAPE ARCHITECTS



SCALE: 1" = 40'



PROJECT: OAKSTEAD
SHEET: L7

DATE: 07 OCTOBER 2004

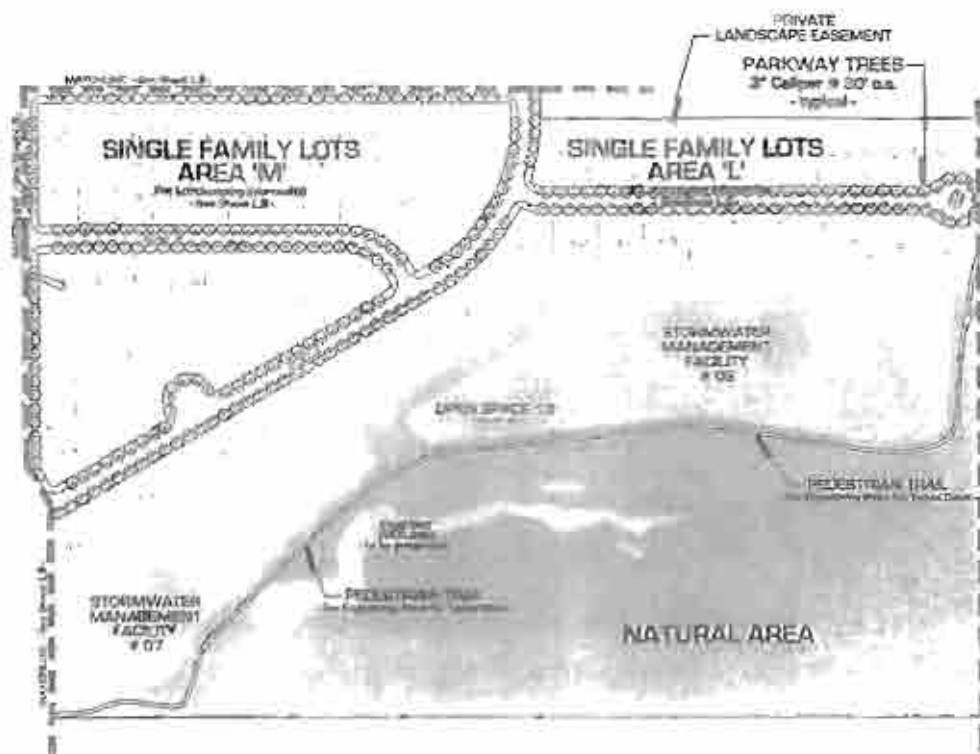
DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 08 OCTOBER 2004

PROJECT: OAKSTEAD

SHEET: L7



FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L8 -

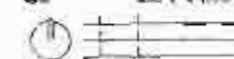
OAKSTEAD

Hempshire, Illinois

10/10/04 10:00 AM

Preliminary Landscape Development Plan

CROWN
CORPORATION



Symbol	Description
	Pedestrian Trail
	Existing Plant Material
	Proposed Plant Material

Original: 10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

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10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

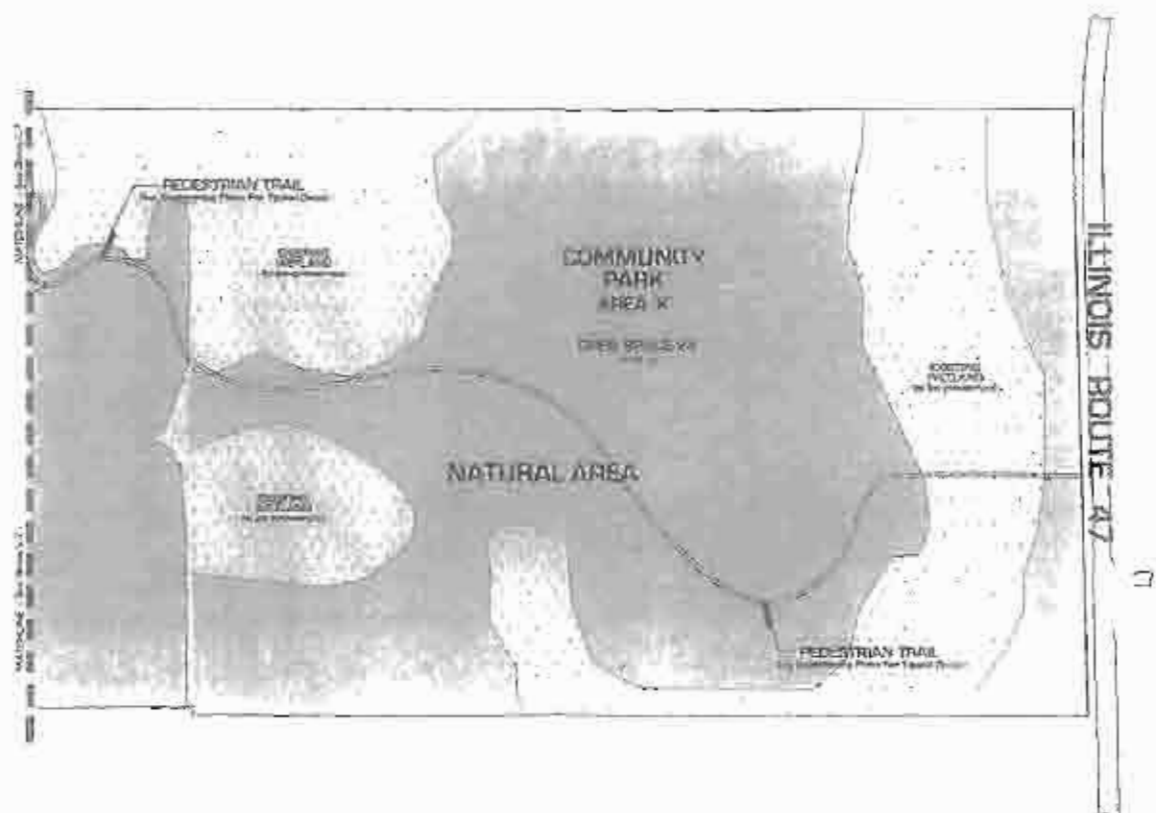
10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM

10/10/04 10:00 AM



FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L.5 -

L.8

OAKSTEAD

HAMPSHIRE, ILLINOIS

Typical
Single Family
Landscape Plans

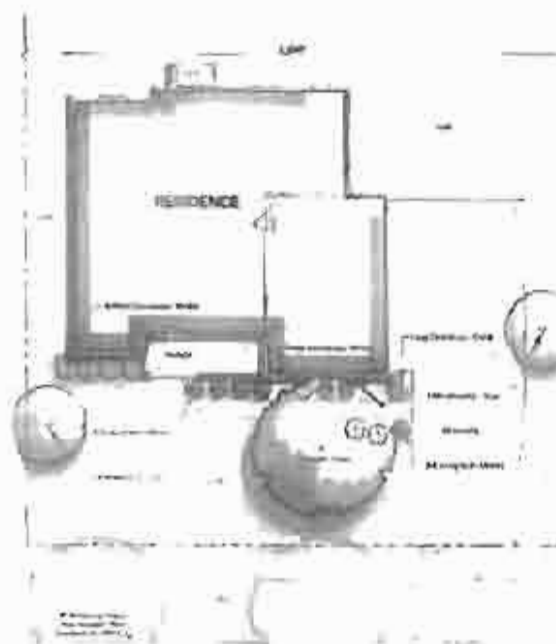
CROWN
A Signature Design Group



Typical 65' Wide Lot Landscape Plan



Typical 75' x 85' Wide Lot Landscape Plan



Typical 100' Wide Lot Landscape Plan

PLANT MATERIAL LIST: (Excludes Parkway Trees)

Shrub: 6-8" height
Hydrangea, Forsythia, Weigela, Green Ash, White Ash, Red Buckeye, Dogwood, Redbud, Eastern Redbud, Burning Bush, Euonymus, White Oak

Shrub: 8-10" height or 2" diameter
Hydrangea, Dogwood, Red Buckeye, Dogwood, Cherry, Dogwood, Apple, Forsythia, Japanese Tree-Lily, Forsythia, Forsythia, Forsythia

Shrub: 10-12" height
Hydrangea, Dogwood, Red Buckeye, Dogwood, Cherry, Dogwood, Apple, Forsythia, Japanese Tree-Lily, Forsythia, Forsythia, Forsythia

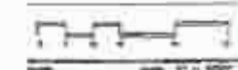
Shrub: 12-14" height
Hydrangea, Dogwood, Red Buckeye, Dogwood, Cherry, Dogwood, Apple, Forsythia, Japanese Tree-Lily, Forsythia, Forsythia, Forsythia

Shrub: 14-16" height
Hydrangea, Dogwood, Red Buckeye, Dogwood, Cherry, Dogwood, Apple, Forsythia, Japanese Tree-Lily, Forsythia, Forsythia, Forsythia

Shrub: 16-18" height
Hydrangea, Dogwood, Red Buckeye, Dogwood, Cherry, Dogwood, Apple, Forsythia, Japanese Tree-Lily, Forsythia, Forsythia, Forsythia

PLANT QUANTITY DATA: Per Individual Lot

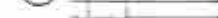
	65' Wide Lot	75' x 85' Wide Lot	100' Wide Lot
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1
Shrub	1	1	1





Hampshire, Illinois

CROWN
Crown is the name of the company.



77 CONCEPTUAL SKILLS

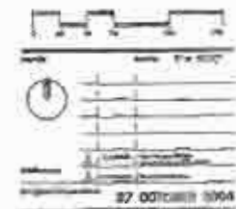
L10

[illegible]



HAWAIIAN ISLANDS

CROWN
PAPER



L11

OAKSTEAD

HAMPSHIRE, ILLINOIS

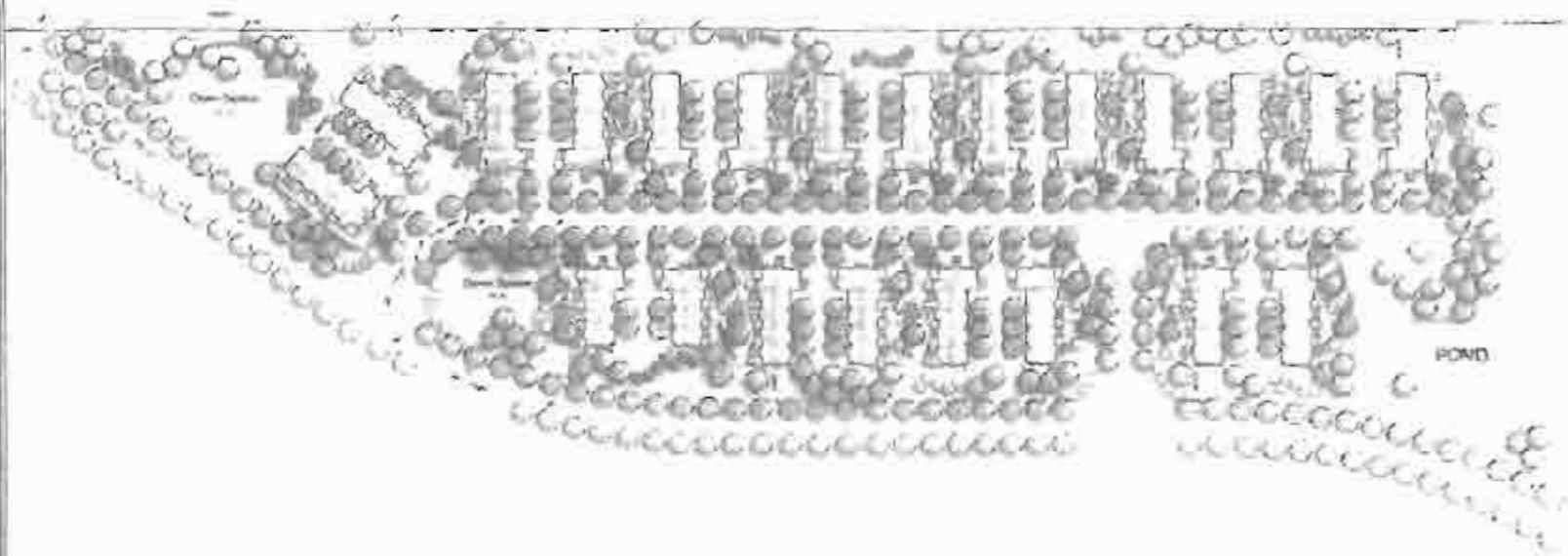
Preliminary
Townhome
Area D
Landscape Exhibit

CROWN
LANDSCAPE ARCHITECTS

Scale	1" = 50'
North Arrow	
Legend	
Project Name	Oakstead
Project Address	10000 N. Oakstead Ave.
Project City	Hamshire, IL
Project State	IL
Project Zip	60141
Project Date	27 OCTOBER 2009
Project Status	Final
Project Owner	Signature Design Group
Project Designer	Crown Landscape Architects
Project Engineer	
Project Surveyor	
Project Architect	
Project Contractor	
Project Subcontractor	
Project Consultant	
Project Other	

FOR TYPICAL PLANT MATERIAL VARIETIES
(See Sheet L10)

L12



Each H.O.A. Neighborhood Park will be constructed with \$33,000 worth of initial improvements. It is anticipated there will be three (3) types of Neighborhood Parks as follows:



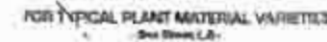
- One (1) Small Male age Play structure in a environment of softness
- Assessment of Sheds, Insects and/or Organismal Tissue
- Low ancient housing and settling

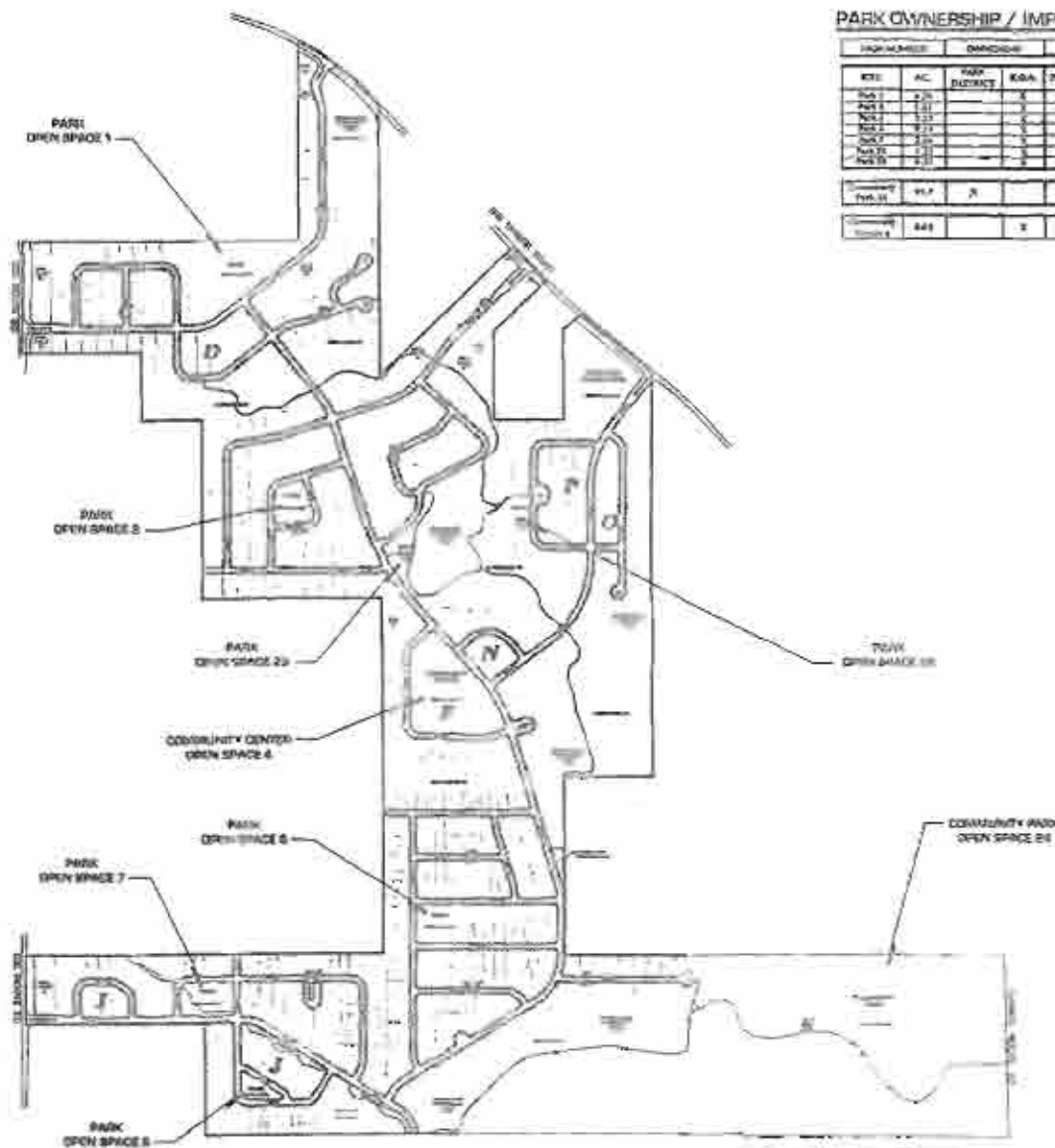
- Over 13 Small Woodpecker Species, 160+ other birds
- Association of State, European and/or Continental Trees
- Low-maintenance planting and weeding

- 6-Wood Shingles, 6" long
- 12-Shake Ties, 3/16"
- Assortment of Sheds, Dappled white Ornamental Trees
- Low arched kneeling and sitting

OAKSTEAD
HAMPDEN, ILLINOIS

CROWN
CONSTRUCTION - THE LEADER SINCE 1906





PARK OWNERSHIP / IMPROVEMENT SCHEDULE

DANFORTH		WILSONVILLE						
ITE	AC	PARK DISTRICT	KOA	2001	TOT LOT	2000	PLANT MATERIAL	IMP
Park 1	2.25							
Park 2	2.25							
Park 3	2.25							
Park 4	2.25							
Park 5	2.25							
Park 6	2.25							
Park 7	2.25							
Park 8	2.25							
Park 9	2.25							
Park 10	2.25							
Park 11	2.25							
Park 12	2.25							
Park 13	2.25							
Park 14	2.25							
Park 15	2.25							
Park 16	2.25							
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Park 97	2.25							
Park 98	2.25							
Park 99	2.25							
Park 100	2.25							

SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Architectural Site Design

OAKSTEAD

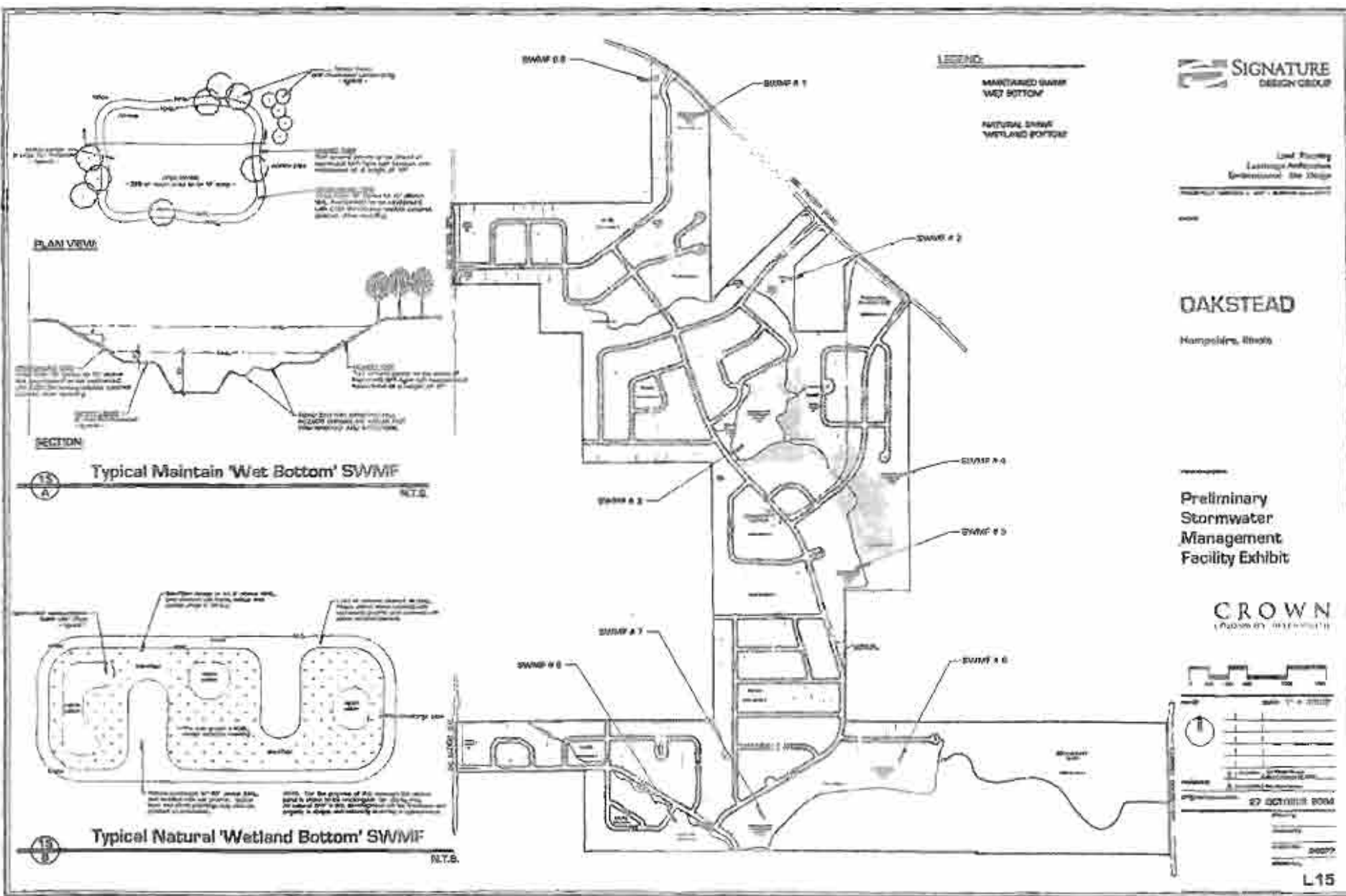
Hampshire, North

Preliminary
Public / Private
Park Designation
Exhibit

CROWN
CORPORATION

DATE: 10/10/00
SCALE: 1" = 100'

PROJECT: OAKSTEAD PARK
SHEET: 1 OF 1
DATE: 10/10/00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



TYPICAL PLANT QUANTITIES - per common area
Each entrance landscape and common area plan is designed to show the adjacent buffer area / open space planting. While the geometry of each entrance area is different, the following quantities and level of plantings shall typically be used in each.

1- Evergreen Shrub Tree	100'
10- Deciduous Shrub / Shrub Tree	100'
2- Shrub Tree	20' x 4'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'

NOTE: Typical entrance signage, plantings and soil systems may vary and will be adapted to each entrance area. Each entrance design will be finalized in final plan.

16 A TYPICAL ENTRANCE AREA LANDSCAPE ENHANCEMENT

Scale: 1" = 30'

TYPICAL PLANT QUANTITIES - per common area

1- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'
10- Shrub Tree	100'

NOTE: Typical entrance signage, plantings and soil systems may vary and will be adapted to each entrance area in perpetuity to eliminate on time costs. Each entrance design will be finalized in final plan.

16 B TYPICAL COMMON AREA BUFFER / LANDSCAPE ENHANCEMENT

Scale: 1" = 30'

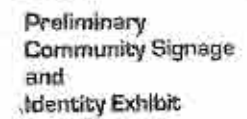
FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L8 -

- **Me's Substitution (Esterification)**
Contribution Sign Work and Slope Calculations
(See Detail 5.1)
- **Neighborhood Esterification**
Column Sign Only
(See Detail 5.2)
- **Allyl Special Facility Signage**



Hampshire, Illinois

The hierarchy of arched and flat signs will provide close proximity and identity while consistently re-emphasizing the overall site design.



Timing diagram for the 74VHC04 inverter. The input signal (A) is a square wave with a period of 10 ns. The output signal (Y) is an inverted square wave. The propagation delay is indicated as 3 ns.



OAKSTEAD

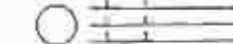
HAMPSHIRE, ILLINOIS

DATE: 10/27/04

Preliminary Conceptual Signage Exhibit



Scale: 1" = 10'



Prepared by: [Signature]

Original Date: 07 OCTOBER 2004

Revised: [Signature]

Revised: [Signature]

Revised: [Signature]

Revised: [Signature]

8.2



MAIN SUBDIVISION ENTRANCE SIGN



NEIGHBORHOOD IDENTIFICATION SIGN

SIGN CONSTRUCTION / MATERIALS:

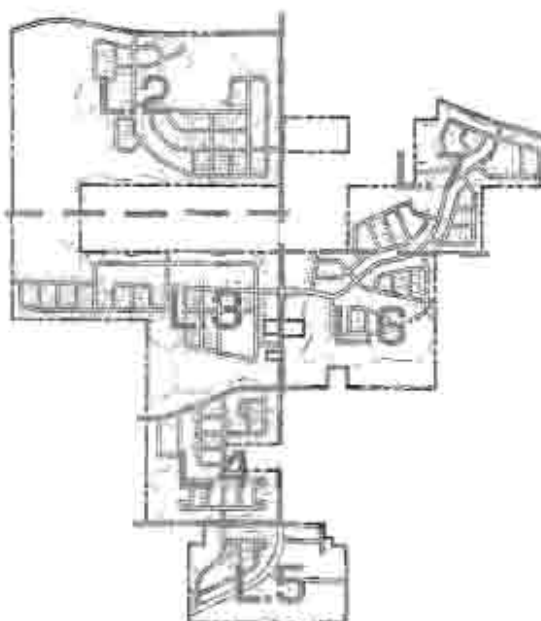
- Sign / Crest Construction - Aluminum extrusion with a 1/2" x 1/2" x 1/2" extrusion. Sign face to be 100% aluminum, with a light blue powder coat.
- Caps, Lighting, Backing and Base - Flat aluminum, powder coated with anodized finish.
- Lighting / Lugs - 12" x 18" x 1/2" square aluminum extrusion. Lugs to be aluminum 1/2" x 1/2" x 1/2" extrusion.
- Lighting - Sign face to be illuminated by ground mounted, wide-angle flood lights. Sign face to be illuminated by ground mounted, wide-angle flood lights.

Preliminary
Landscape Development Plans

EXHIBIT "L-2"
PRELIMINARY LANDSCAPE
DEVELOPMENT PLAN -
PRAIRIE RIDGE

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS



SHEET INDEX

- L-1: Illustrative Landscape Master Plan
- L-2: Landscape Development Plan
- L-3: Landscape Development Plan
- L-4: Landscape Development Plan
- L-5: Landscape Development Plan
- L-6: Landscape Development Plan
- L-7: Landscape Development Plan
- L-8: Typical Single Family Landscape Plans
- L-9: Typical Townhome Unit Landscape Plans
- L-10: Townhome Area E Landscape Exhibit
- L-11: Townhome Area F Landscape Exhibit
- L-12: Townhome Area M Landscape Exhibit
- L-13: Townhome Area R Landscape Exhibit
- L-14: Typical Neighborhood Park Exhibit
- L-15: Overall Park Designation Exhibit
- L-16: Overall SMF Designation Plan
- L-17: Perimeter Buffer Concepts Exhibit
- L-18: Buffer Area & Bioswale Detail Exhibit
- S-1: Community Signage & Identity Exhibit
- S-2: Conceptual Signage Exhibit
- S-3: Conceptual Signage Exhibit
- C-1: Conservation Design Concept Plan
- C-2: Backyard Vegetated Swale Concept
- NA-1: Natural Area Exhibit
- NA-2: Natural Areas Zone Information Exhibit

OWNER: Crown Community Development LLC
3600 Thayer Court
Aurora, Illinois 60004
(830) 681.5480 Fax (830) 628.0480

LANDSCAPE ARCHITECT: Signature Design Group, Inc.
17 Court Place
Naperville, Illinois 60540
(830) 308.2980 Fax (830) 308.2984

ENGINEER: CEMCON, Ltd.
2280 White Oak Drive, Suite 100
Aurora, Illinois 60004
(830) 682.2100 Fax (830) 682.2188

**GEOTECHNICAL /
ECOLOGICAL CONSULTANT:** Hey and Associates, Inc.
28577 W. Commerce Drive, Suite 801
Vernon Hills, Illinois 60073
(847) 740.0688 Fax (847) 740.2888

PRELIMINARY LANDSCAPE DEVELOPMENT PLANS - PRAIRIE RIDGE
COMMUNITY

EXHIBIT "L-2"

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

Preliminary
Illustrative
Landscape
Master Plan

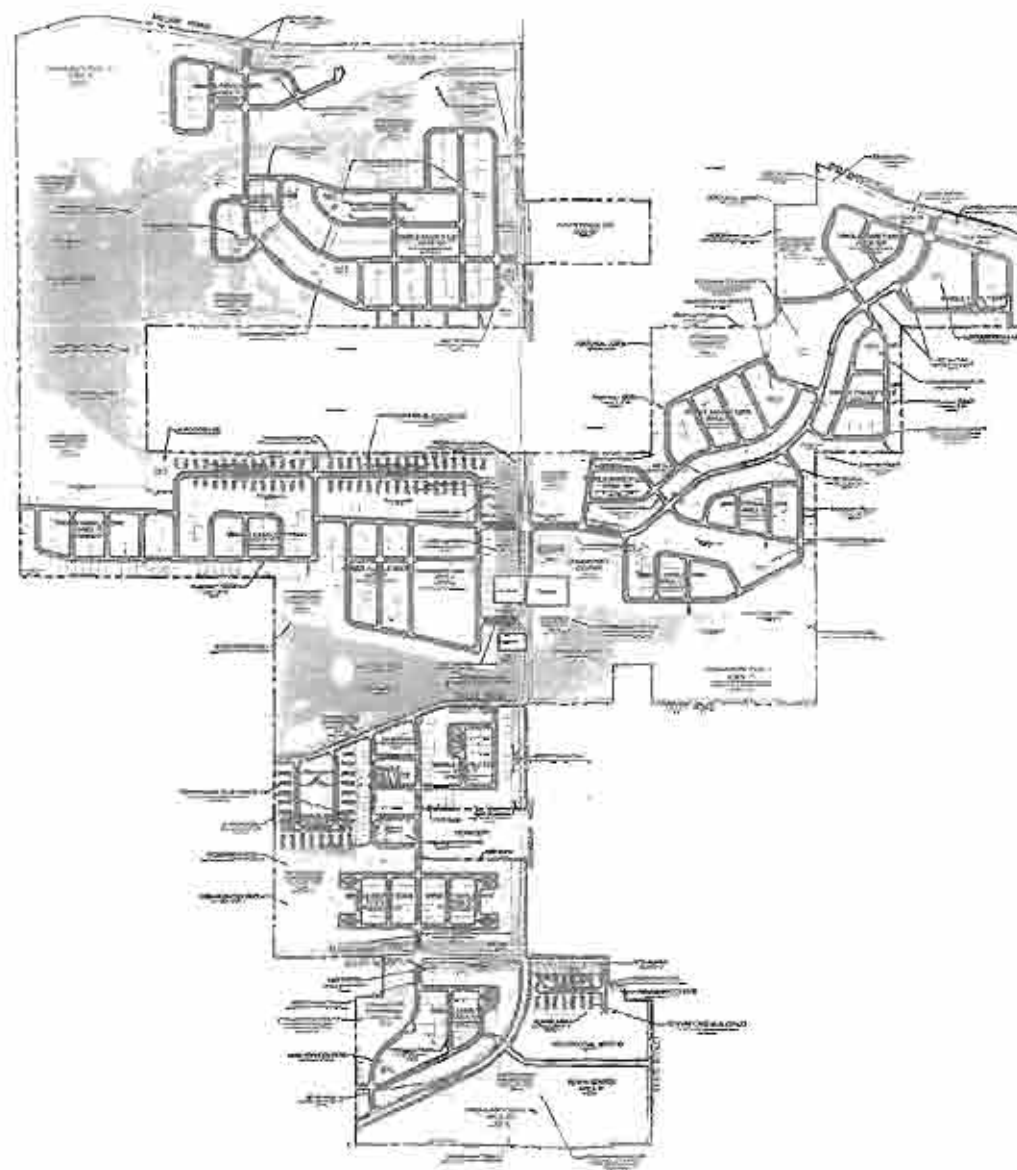
CROWN
COMMUNITY DEVELOPMENT



DATE: 08/01/04	BY: [Signature]
PROJECT: PRAIRIE RIDGE COMMUNITY DEVELOPMENT	BY: [Signature]
DESIGNED BY: [Signature]	DATE: 08/01/04
PROJECT NO: 04-001	DATE: 08/01/04

LEGEND:

- NATURAL AREAS
- BUFFER AREAS
- PARKS / OPEN SPACE
- SWA / OPEN WATER
- PRESERVED WETLAND



PRAIRIE RIDGE

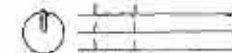
HAMPSHIRE, ILLINOIS

Preliminary Landscape Development Plan

CROWN
COMMUNITY DEVELOPMENT



Scale: 1" = 200'



Legend:
1. Existing Features
2. Proposed Features
3. Proposed Plantings
4. Proposed Stormwater Management
5. Proposed Pedestrian Trails
6. Proposed Parkway Trees
7. Proposed Neighborhood Parks
8. Proposed Single Family Lots
9. Proposed Stormwater Management Facilities
10. Proposed Pedestrian Trails
11. Proposed Parkway Trees
12. Proposed Neighborhood Parks
13. Proposed Single Family Lots
14. Proposed Stormwater Management Facilities

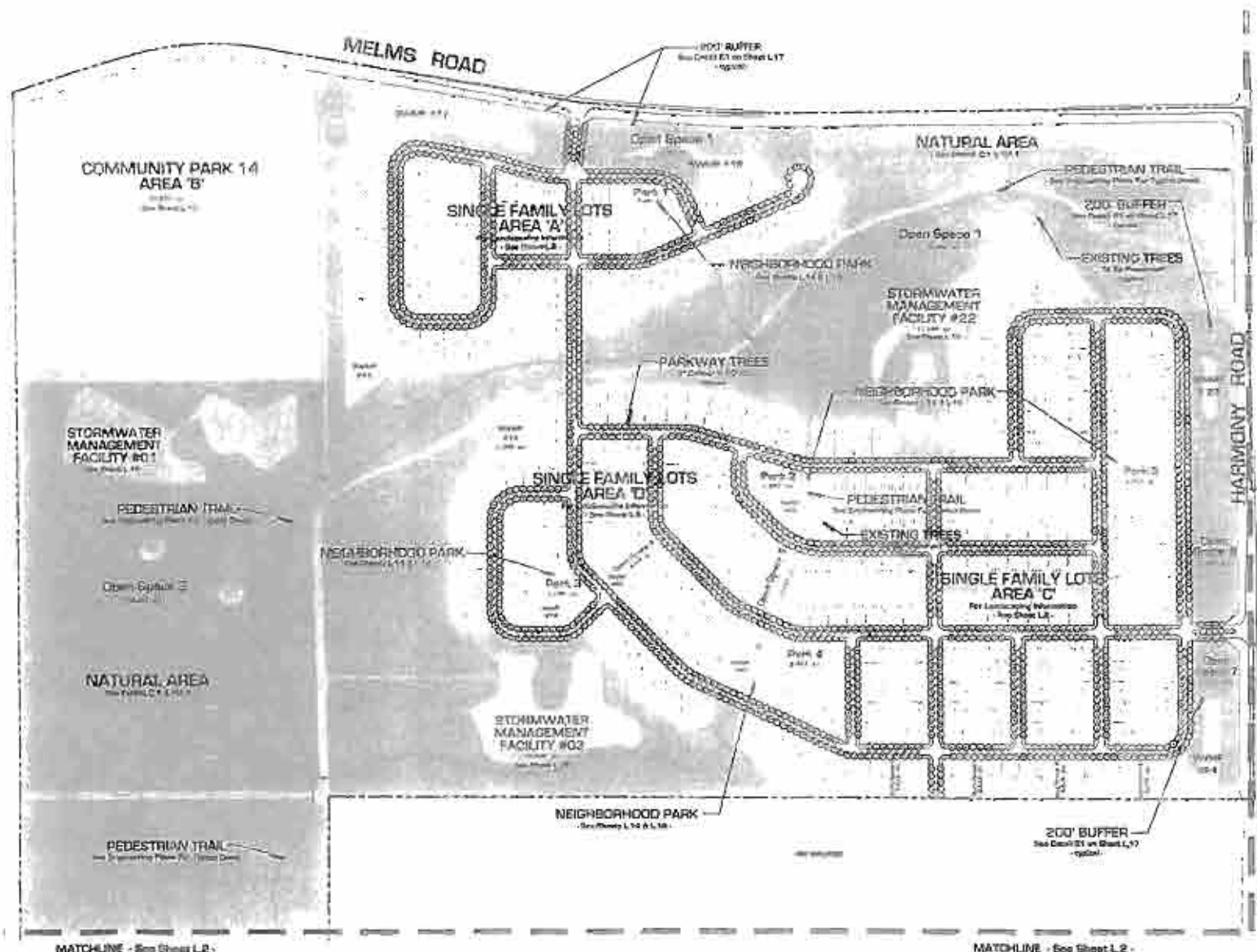
5 AUGUST 2004

Drawn by: [Signature]

Checked by: [Signature]

Project No: 24021

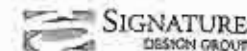
Sheet No: L2



MATCHLINE - See Sheet L1

MATCHLINE - See Sheet L2

FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L3 -



Land Planning
Landscape Architecture
Environmental Site Design

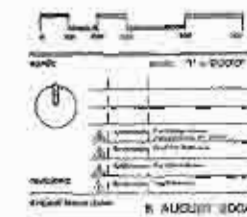
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PRAIRIE RIDGE

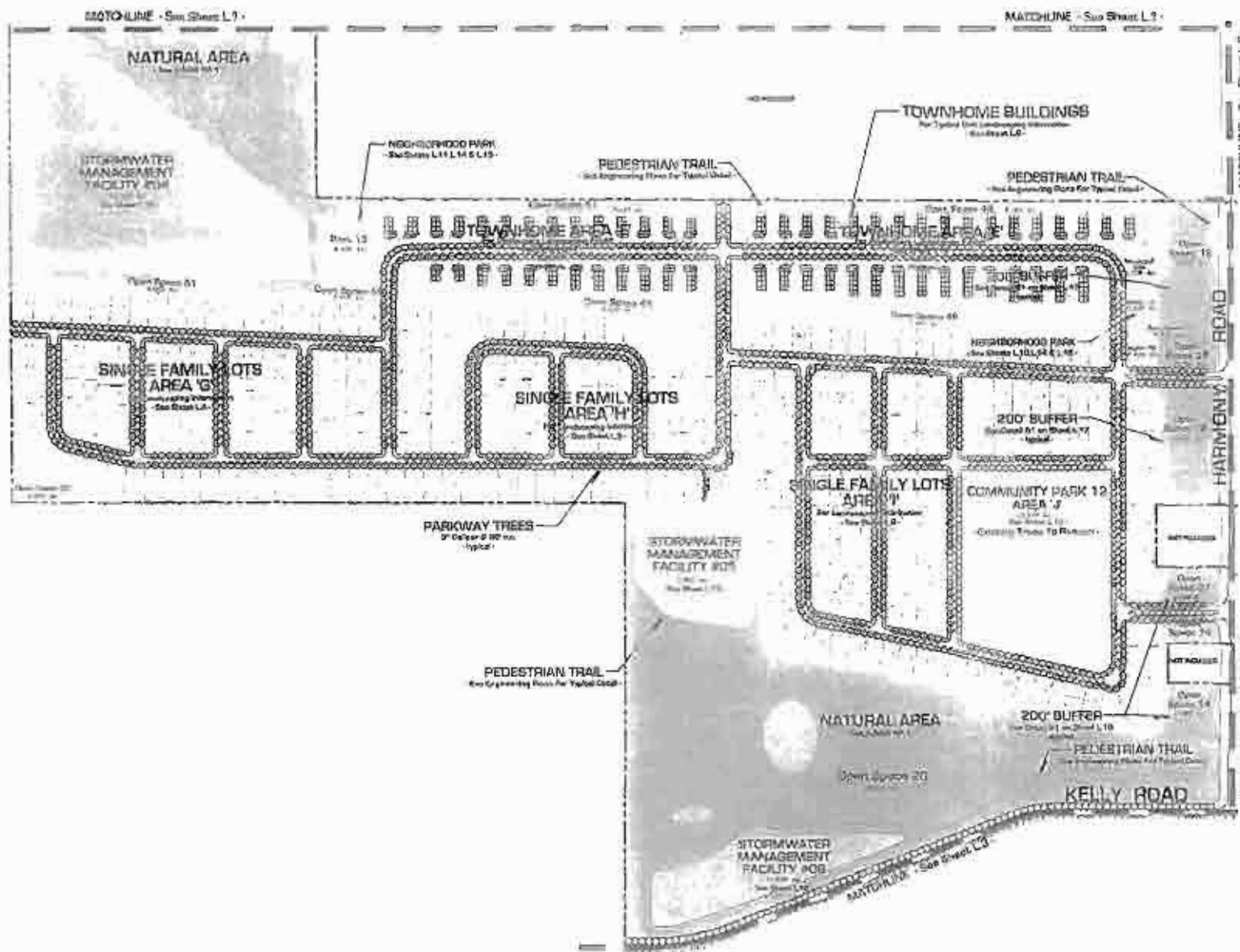
HAMPSHIRE, ILLINOIS

Preliminary
Landscape
Development Plan

CROWN
COMMUNITIES, INC.



Project Name: PRAIRIE RIDGE
Date: 8 AUGUST 2002
Sheet No.: L3



FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L5 -

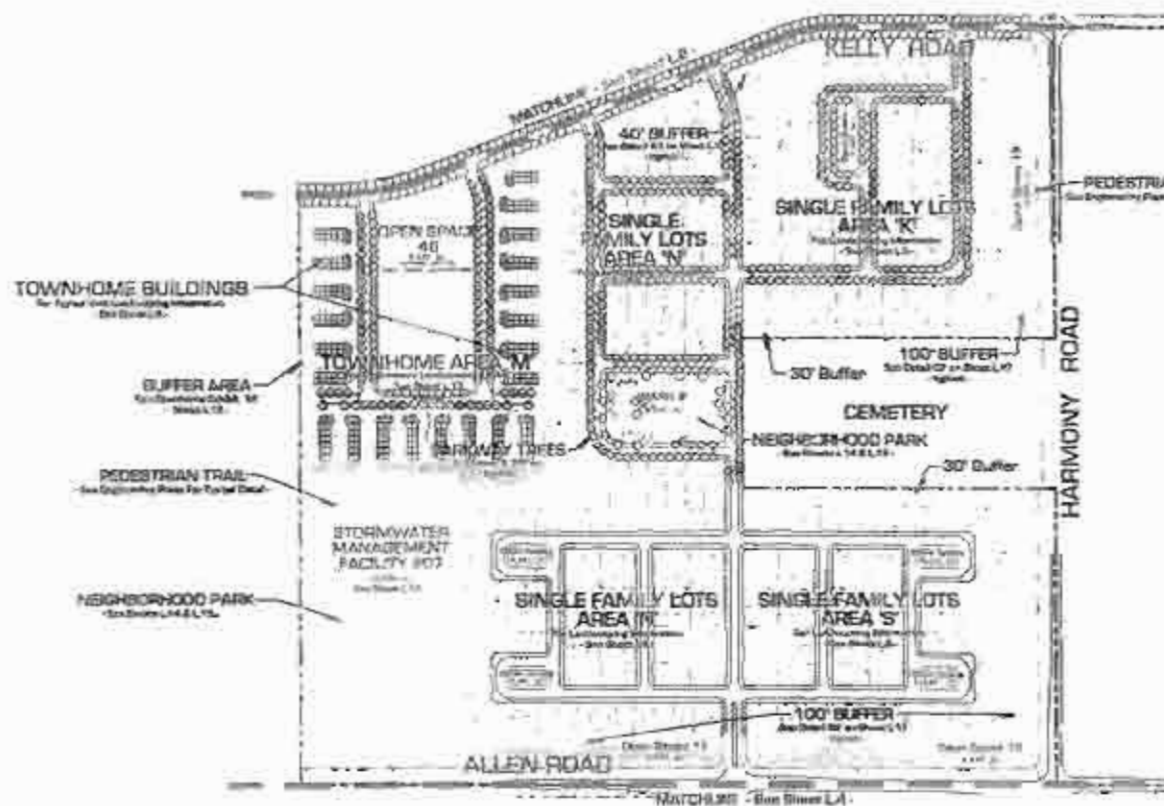
L3

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

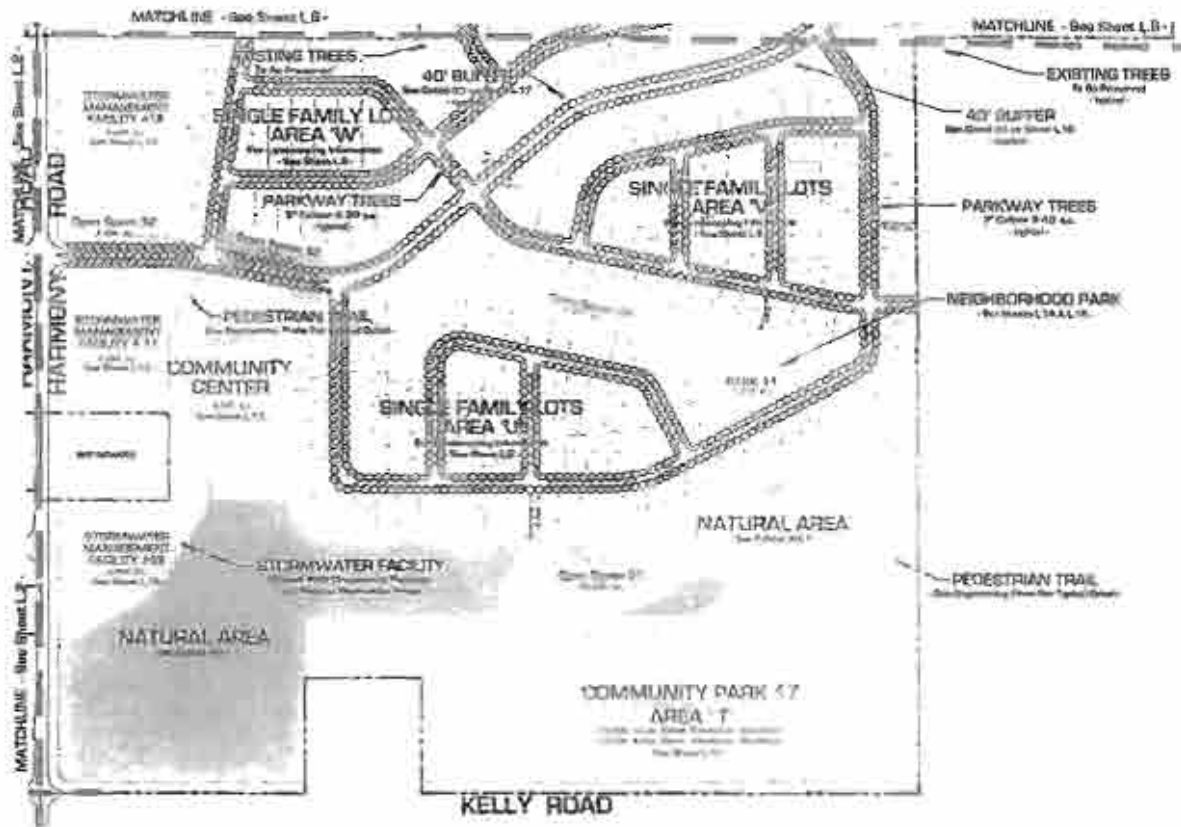
Preliminary Landscape Development Plan

CROWN
CHAMBERS, ILLINOIS



FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L-5 -

DATE	BY	REVISION
08/01/01	01	Initial Design
08/01/01	02	Final Design
08/01/01	03	Final Design
08/01/01	04	Final Design
08/01/01	05	Final Design
08/01/01	06	Final Design
08/01/01	07	Final Design
08/01/01	08	Final Design
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08/01/01	10	Final Design
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Lead: Planning
Landscape Architecture
Environmental Site Design
Landscape Architecture, Inc. 4000 N. Lincoln Road, Suite 100, Chicago, IL 60630

PRAIRIE RIDGE HAMPSHIRE, ILLINOIS

Preliminary Landscape Development Plan

CROWN
MANAGEMENT, INC.

NO.	DATE	BY	FOR
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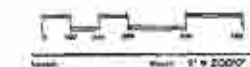
FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L.B. -

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

Preliminary
Landscape
Development Plan

CROWN
COMMUNITY DEVELOPMENT



PROJECT: PRAIRIE RIDGE
DATE: 08/01/2004

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 50'

PROJECT: PRAIRIE RIDGE

DATE: 08/01/2004

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 50'

PROJECT: PRAIRIE RIDGE

DATE: 08/01/2004

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 50'

PROJECT: PRAIRIE RIDGE

DATE: 08/01/2004

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 50'

PROJECT: PRAIRIE RIDGE

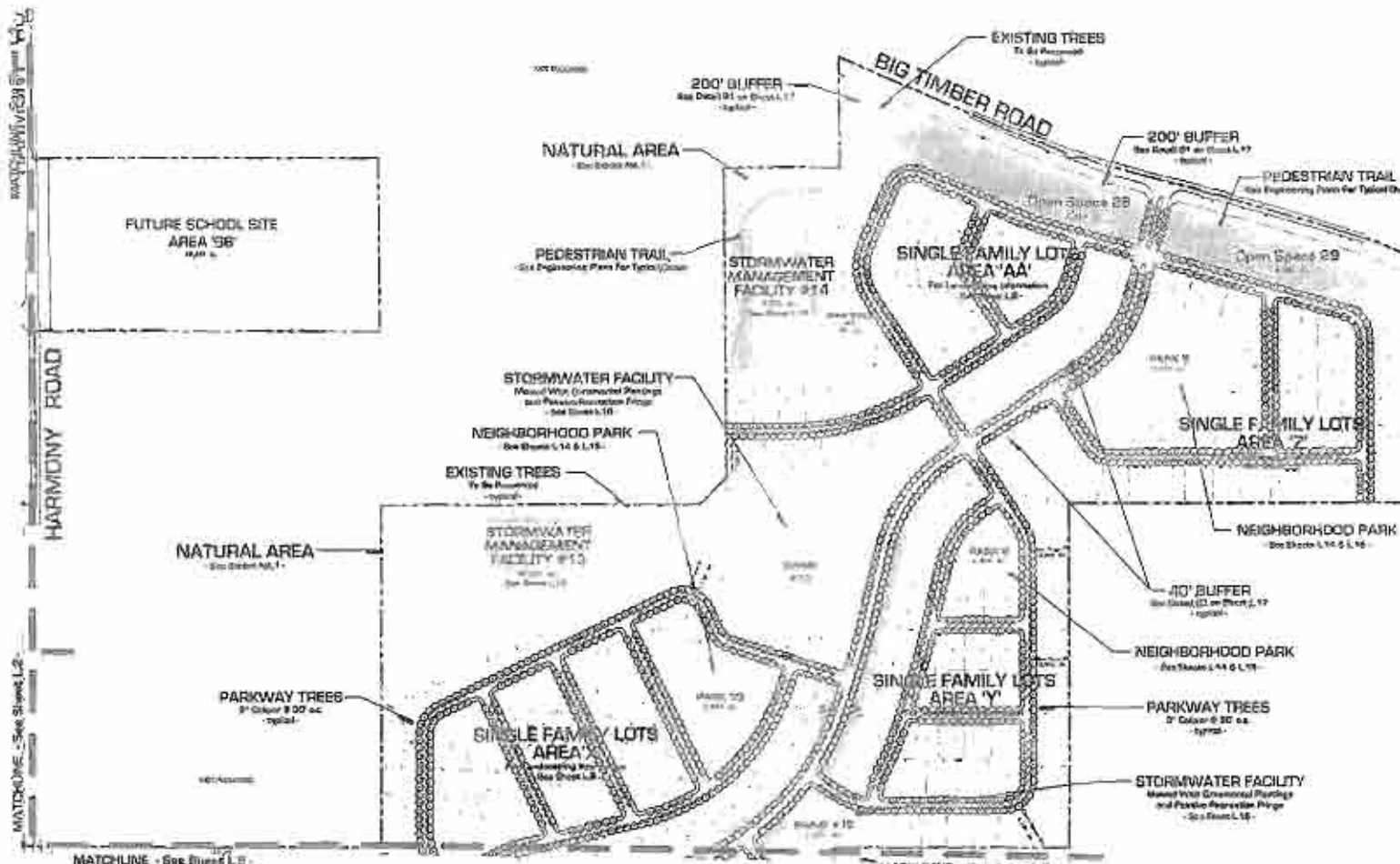
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FOR: [Signature]

SCALE: 1" = 50'

PROJECT: PRAIRIE RIDGE



FOR TYPICAL PLANT MATERIAL VARIETIES
See Sheet L.5.

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

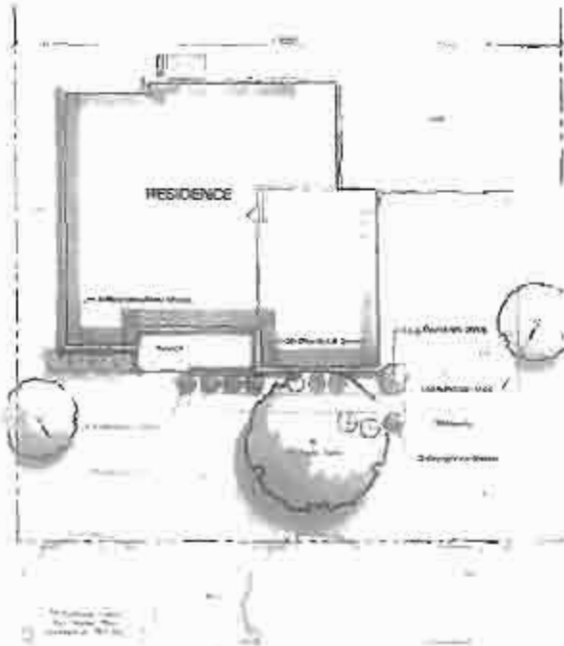
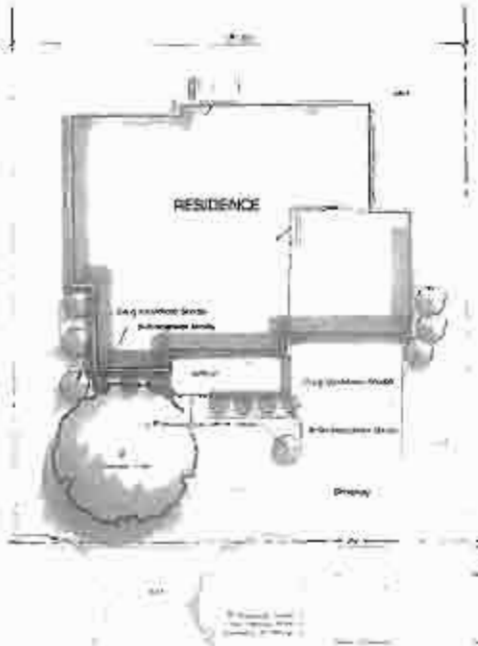
Preliminary
Typical
Single Family
Landscape Plans

CROWN
COMMUNITY DEVELOPMENT



8 AUGUST 2004

L.B.



A Typical 65' Wide Lot Landscape Plan

B Typical 75' - 85' Wide Lot Landscape Plan

C Typical 100' Wide Lot Landscape Plan

PLANT MATERIAL LIST:

Shrub Tree, 2.0" caliper:
Stylos Honeylocust, Turkish's Green Ash, White Ash, Red Smart Maple, Ginkgo, Redwood Under, Hackberry, Swamp White Oak

Ornamental Tree, 0.25" caliper or 1" D.V.O:
Flowering Crab, Red Jewel Crab, Cornelian Cherry Dogwood, Apple Serviceberry, Japanese Tree Lilac, Thomson Cocksfoot Hawthorn

Large Deciduous Shrub, 30 - 40" height:
Armstrong Viburnum, Yorkia Hybrid, Redwing Dogwood, Black Chokeberry

Shrub, 2.0" caliper, 24-30" height:
Munich Lilac, Japanese Anemone, Koushihik Hydrangea, Gold Service, Java Red Weigela

Shrub, 2.0" caliper, 10" height:
Texas Scarlet Shrub, Goldmound Hydrangea, Dogwood Shrub, Green Mound Albino Dogwood

Shrub, 2.0" caliper, 24" height:
Dorset Yew, Green Velvet Sycamore

Shrub, 2.0" caliper, 12" height:
Star Warden Cornus, Honey Suckle, Redwing Dogwood, Black Chokeberry

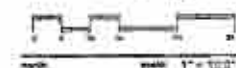
PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

Architect

Preliminary
Typical
Townhome Unit
Landscaping

CROWN
CONSTRUCTION, INC.

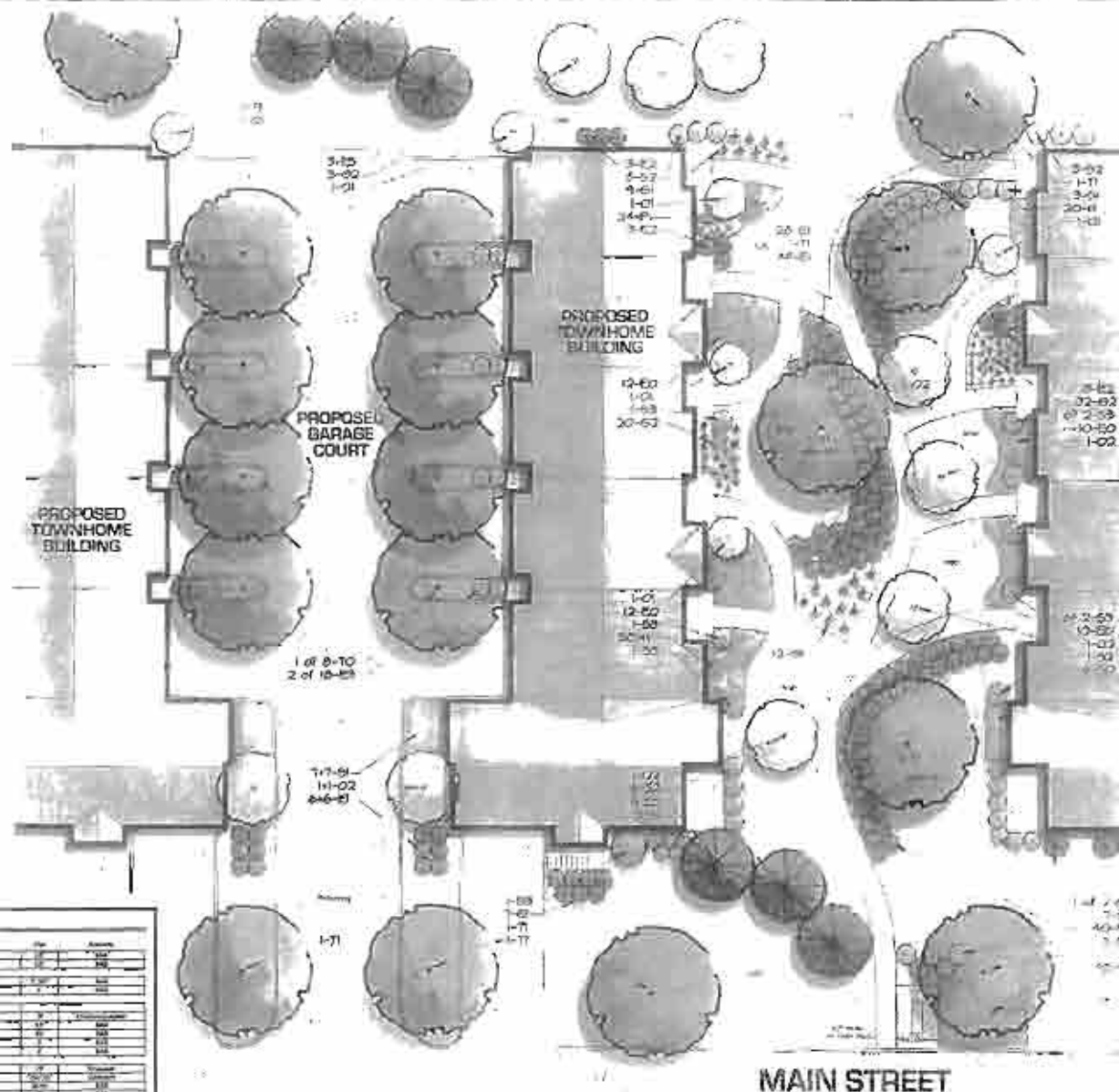


Legend:
☒ Existing Planting
☒ Proposed Planting
☒ Existing Hardscape
☒ Proposed Hardscape
☒ Existing Structure
☒ Proposed Structure

8 AUGUST 2004

Sheet No.
 Project No.
 Design No.
 Check No.

L9



VT LIST

Plant Code	Plant Species/Name	Qty	Notes
1-71	Red Oak	1	Plant in existing hole
1-72	Red Oak	1	Plant in existing hole
1-73	Red Oak	1	Plant in existing hole
1-74	Red Oak	1	Plant in existing hole
1-75	Red Oak	1	Plant in existing hole
1-76	Red Oak	1	Plant in existing hole
1-77	Red Oak	1	Plant in existing hole
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1-93	Red Oak	1	Plant in existing hole
1-94	Red Oak	1	Plant in existing hole
1-95	Red Oak	1	Plant in existing hole
1-96	Red Oak	1	Plant in existing hole
1-97	Red Oak	1	Plant in existing hole
1-98	Red Oak	1	Plant in existing hole
1-99	Red Oak	1	Plant in existing hole
1-100	Red Oak	1	Plant in existing hole

**PRAIRIE
RIDGE**

HAMPSHIRE, ILLINOIS

Preliminary
Townhome
Area E
Landscape Exhibit

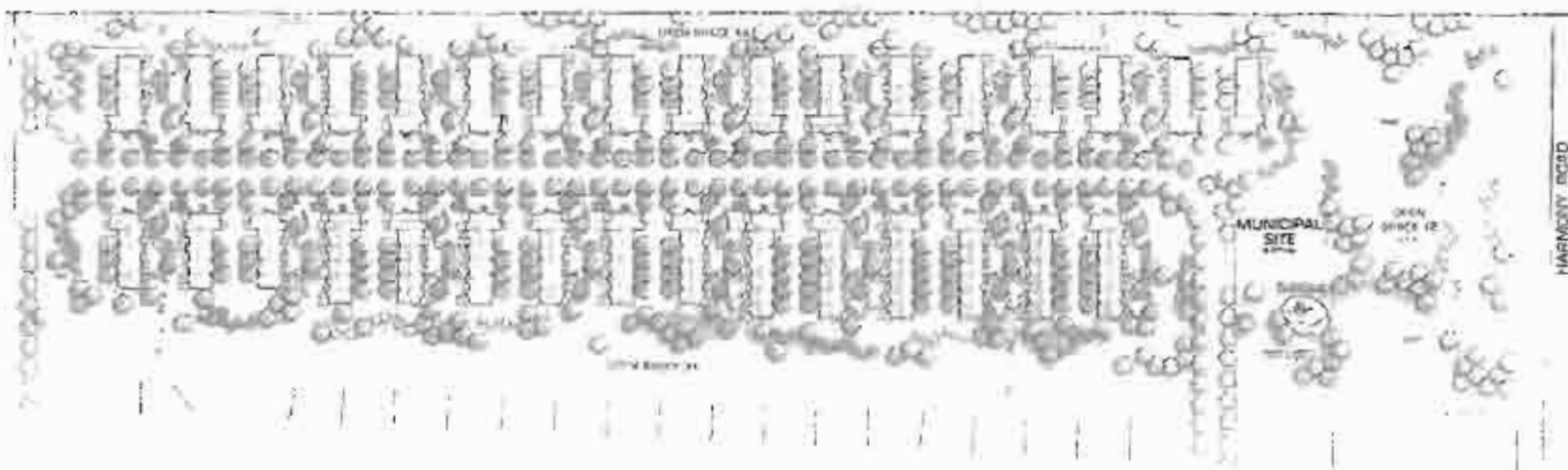
CROWN
CONSTRUCTION (A) 01118700 01



DATE	DESCRIPTION
12/06/00	1. Initial Design
12/06/00	2. Landscape Design
12/06/00	3. Final Design
12/06/00	4. Construction
12/06/00	5. Final Review
12/06/00	6. Final Approval
12/06/00	7. Final Construction
12/06/00	8. Final Review
12/06/00	9. Final Approval
12/06/00	10. Final Construction

Project Name: **PRAIRIE RIDGE**
Project Number: **241011**
Sheet No.: **L10**

FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L9 -



PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

00000000

Preliminary
Townhome
Area F
Landscape Exhibit

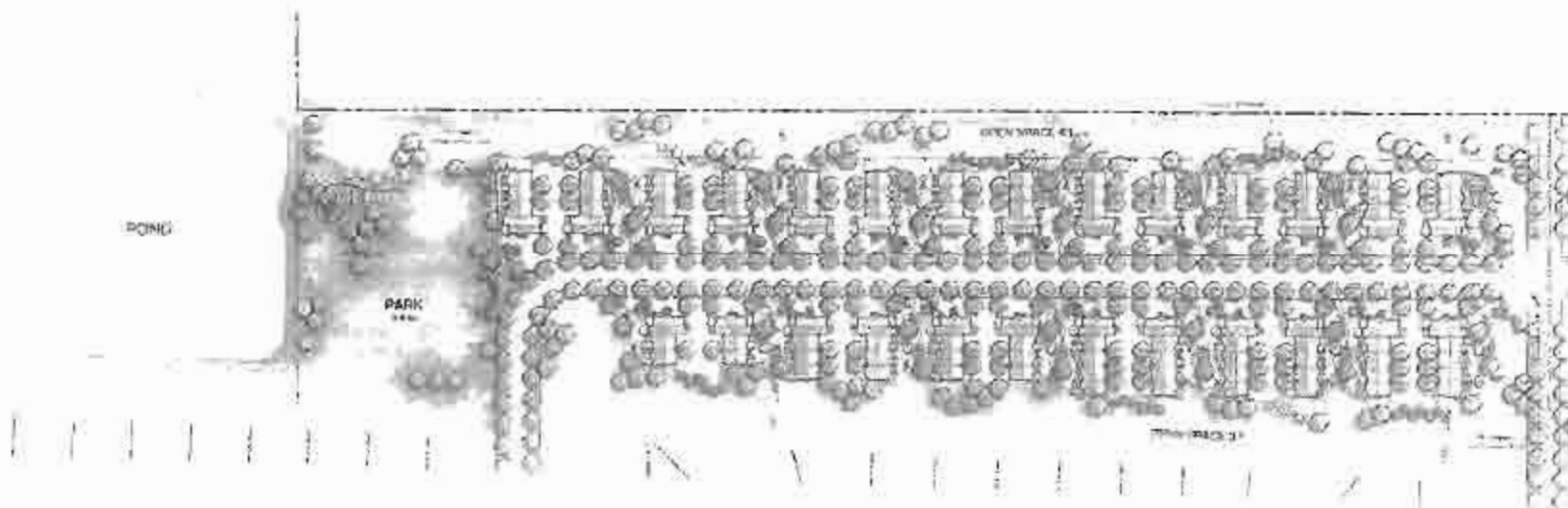
CROWN
COMMUNITY DEVELOPMENT
1000 E. 10th Street, Suite 100, Naperville, IL 60563



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original design date: 6 DECEMBER 2004
 design by: [signature]
 checked by: [signature]
 approved by: [signature]

L11



PICAL PLANT MATERIAL VARIETIES
 - See Sheet L10 -

PRAIRIE RIDGE

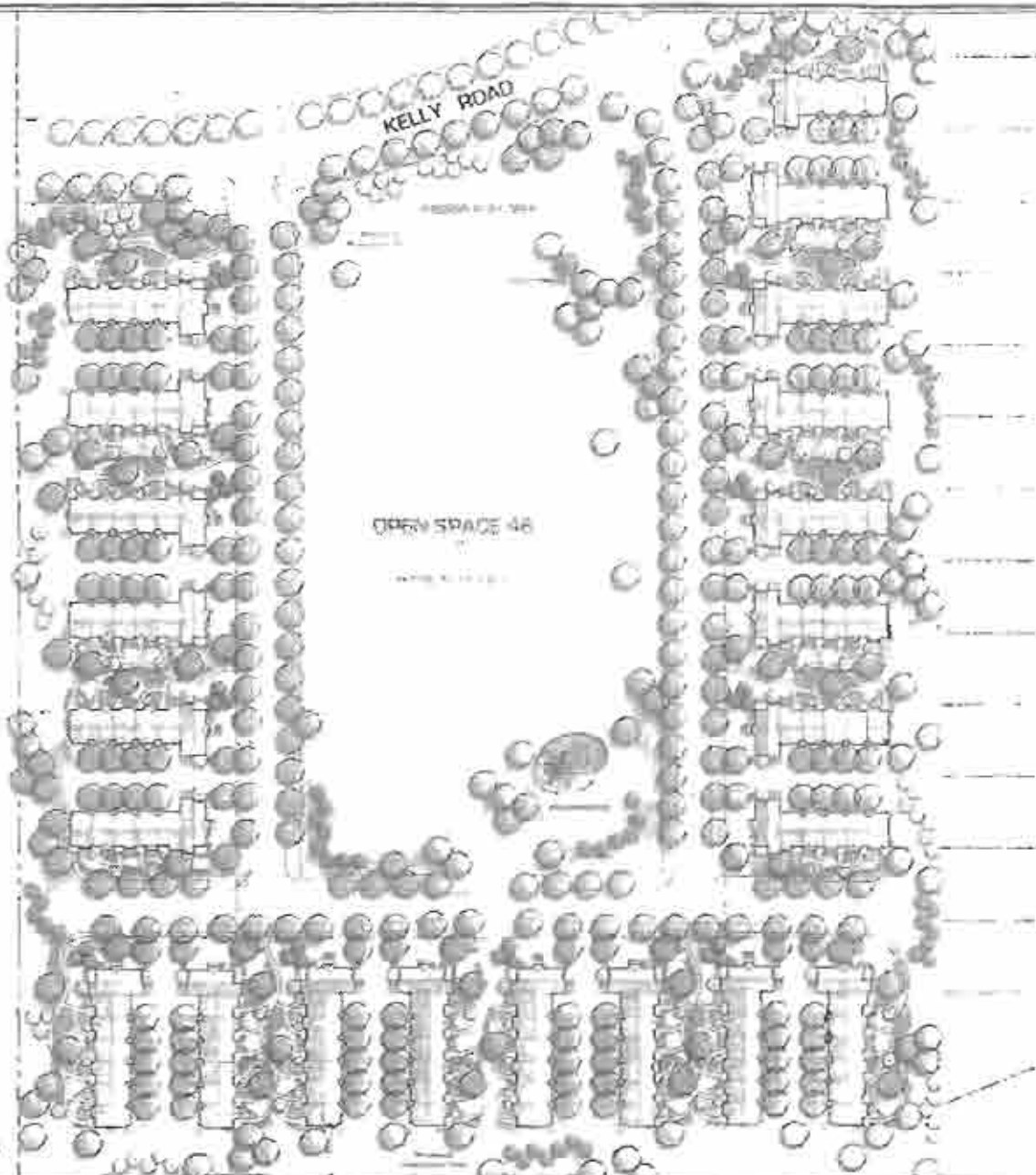
HAMPSHIRE, ILLINOIS

Preliminary
Townhome
Area M
Landscape Exhibit

CROWN
CONCEPTS & DESIGN



DATE	12/15/2004
BY	Signature Design Group
FOR	Crown Concepts & Design
PROJECT	Prairie Ridge
LOCATION	Hampshire, Illinois
DATE	12/15/2004



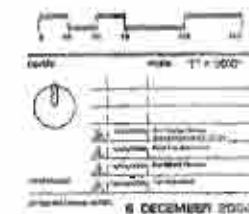
**PRAIRIE
RIDGE**

HAMPSHIRE, ILLINOIS

Scale: 1" = 300'

Preliminary
Townhome
Area R
Landscape Exhibit

CROWN
CONSULTANTS, INC.

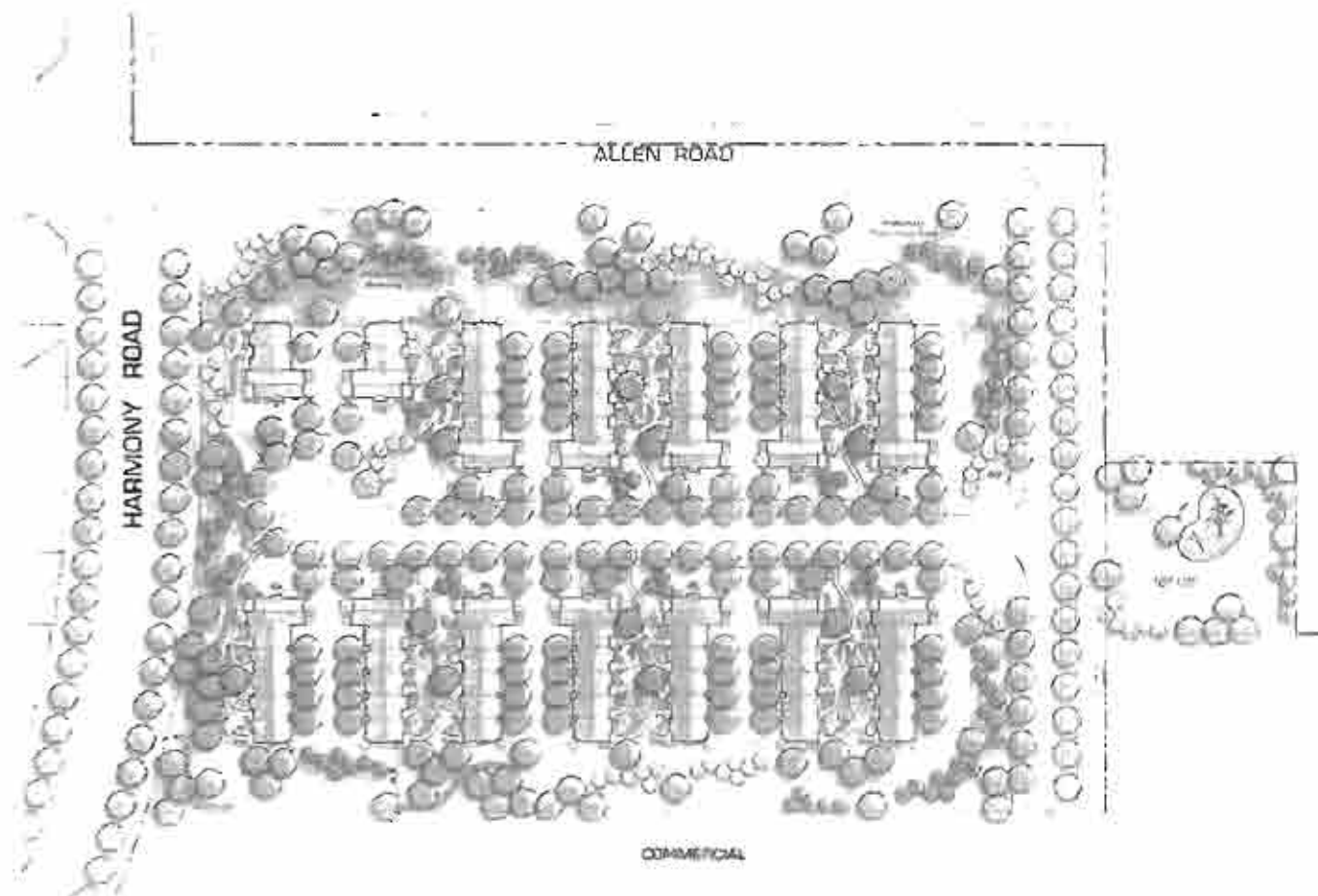


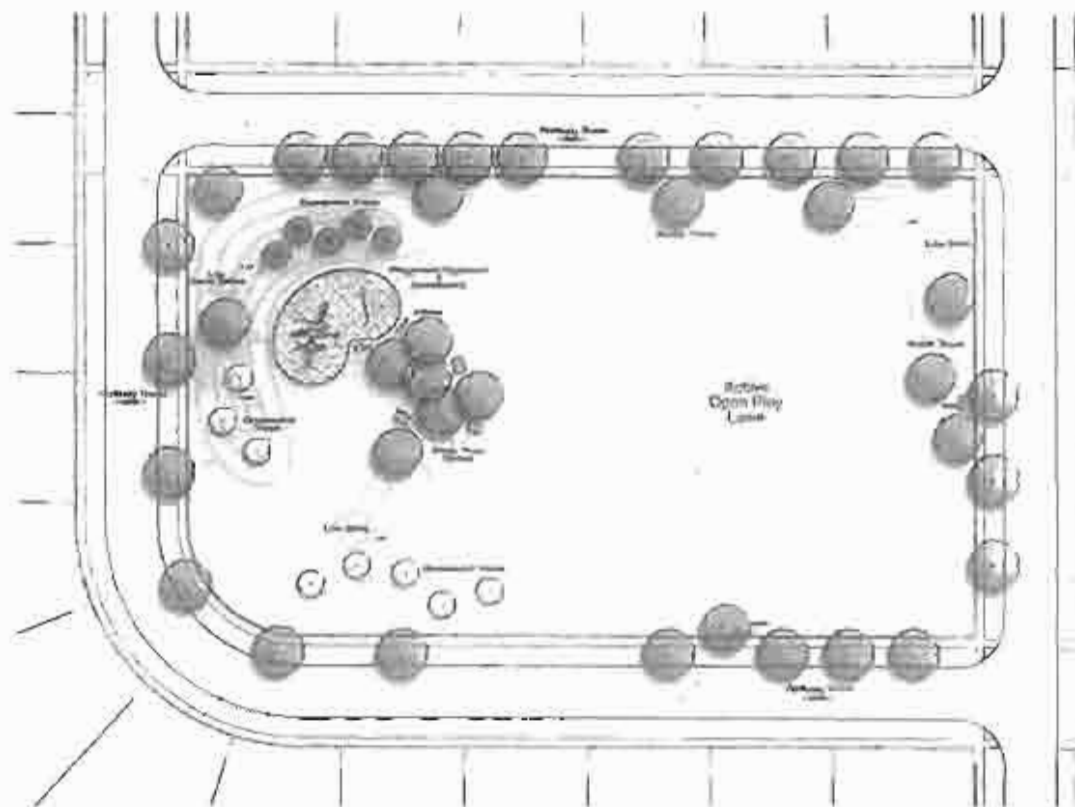
6 DECEMBER 2000

Project No.
Drawing No.
Sheet No.

L13

FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L2





NEIGHBORHOOD PARKS: PROTOTYPICAL / CONCEPTUAL DEVELOPMENT CRITERIA

Each H.O.A. Neighborhood Park will be constructed with \$35,000 worth of initial improvements. It is anticipated there will be three (3) types of Neighborhood Parks as follows:

1. NEIGHBORHOOD PARK - TOT LOT

- One (1) Small Multi-age Play Structure in a combination of resilient surfacing
- Assessment of Shade, Evergreen and/or Ornamental Trees
- Low accent lighting and seating

2. NEIGHBORHOOD PARK - GATEBO

- One (1) Small Wooden Gatebo, 15'x15' sliding gate
- Assessment of Shade, Evergreen and/or Ornamental Trees
- Low accent lighting and seating

3. NEIGHBORHOOD PARK - PASSIVE PLAY

- 4-Wood Benches, 6' long
- 12-Shade Trees, 3.0'
- Assessment of Shade, Evergreen and/or Ornamental Trees
- Low accent lighting and seating

See Sheet L-13, Exhibit / Project Plan Designation Plan for the specific locations of these individual parks.

SIGNATURE
DESIGN GROUP

Lead Planning
Landscape Architecture
Environmental Site Design

10101 South Loop West, Suite 1000, Houston, Texas 77054

Phone:

**PRAIRIE
RIDGE**

HAMPSHIRE, ILLINOIS

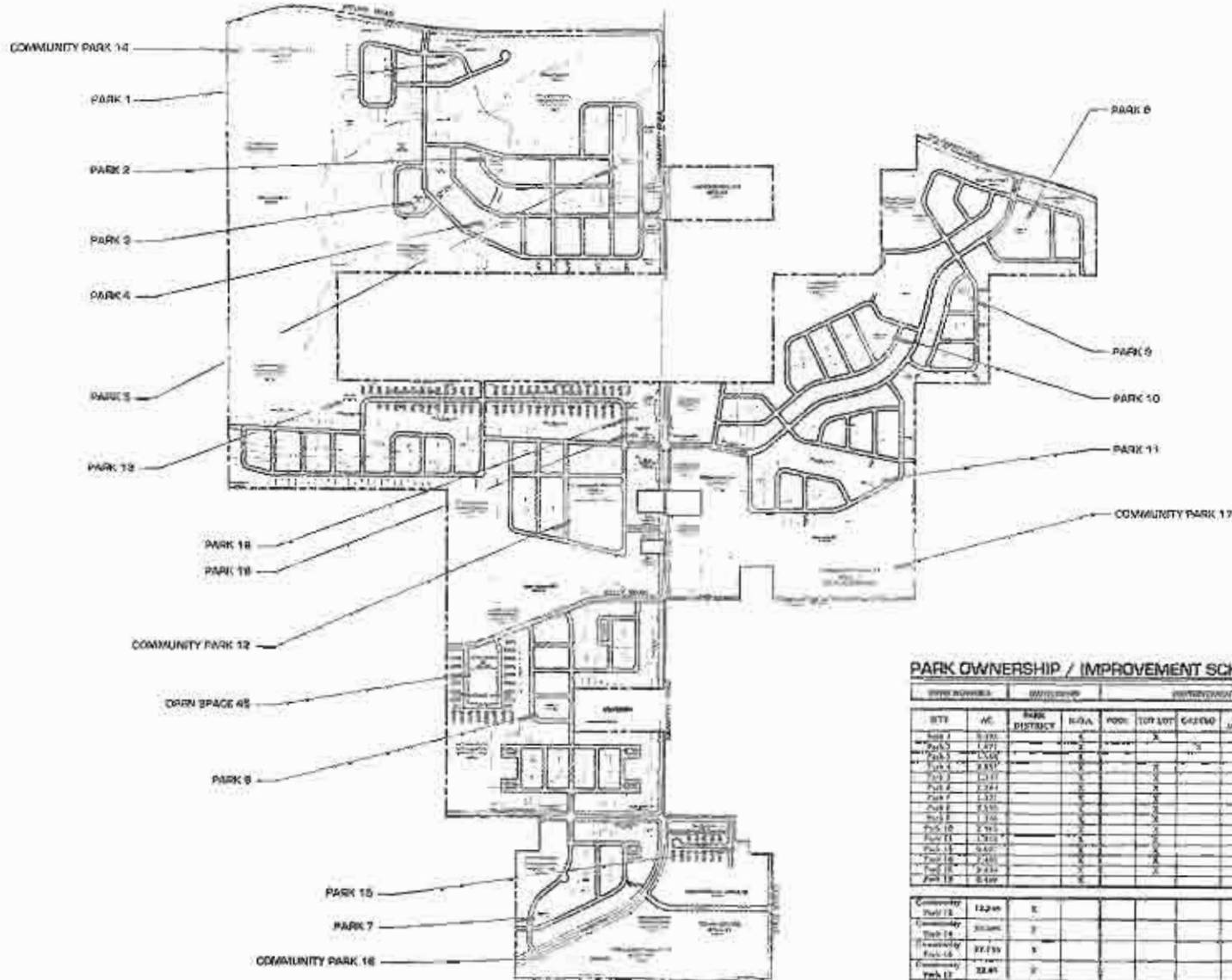
Project Number:

Typical Tot Lot
and
Neighborhood Park
Development Exhibit

CROWN
ENGINEERING & ARCHITECTURE

DATE:	10/10/04
BY:	W. J. W.
CHECKED:	W. J. W.
APPROVED:	W. J. W.
DATE:	10/10/04
BY:	W. J. W.
CHECKED:	W. J. W.
APPROVED:	W. J. W.
DATE:	10/10/04
BY:	W. J. W.
CHECKED:	W. J. W.
APPROVED:	W. J. W.

L-14



SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design

1100 West 10th Street, Suite 100, Springfield, IL 62761-1000

08/08/2024

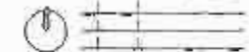
PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

08/08/2024

Preliminary
Public / Private
Park Designation
Exhibit

CROWN
COMMUNITY DEVELOPMENT



08 AUGUST 2024

08/08/2024

08/08/2024

08/08/2024

08/08/2024

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08/08/2024

08/08/2024

08/08/2024

PARK OWNERSHIP / IMPROVEMENT SCHEDULE

PARK NUMBER		OWNERSHIP		IMPROVEMENTS					
BTI	AC	PARK DISTRICT	R-A	POOL	TOT LOT	GAZEBO	PLAY MAT	TRAIL	TRAIL
Park 1	0.100								
Park 2	0.071								
Park 3	0.000								
Park 4	0.000								
Park 5	0.000								
Park 6	0.000								
Park 7	0.000								
Park 8	0.000								
Park 9	0.000								
Park 10	0.000								
Park 11	0.000								
Park 12	0.000								
Park 13	0.000								
Park 14	0.000								
Park 15	0.000								
Park 16	0.000								
Park 17	0.000								
Community Park 18	12.200								
Community Park 19	0.000								
Community Park 20	0.000								
Community Park 21	0.000								
Community Park 22	0.000								
Open Space 45	0.000								
Community Group	0.000								

L15



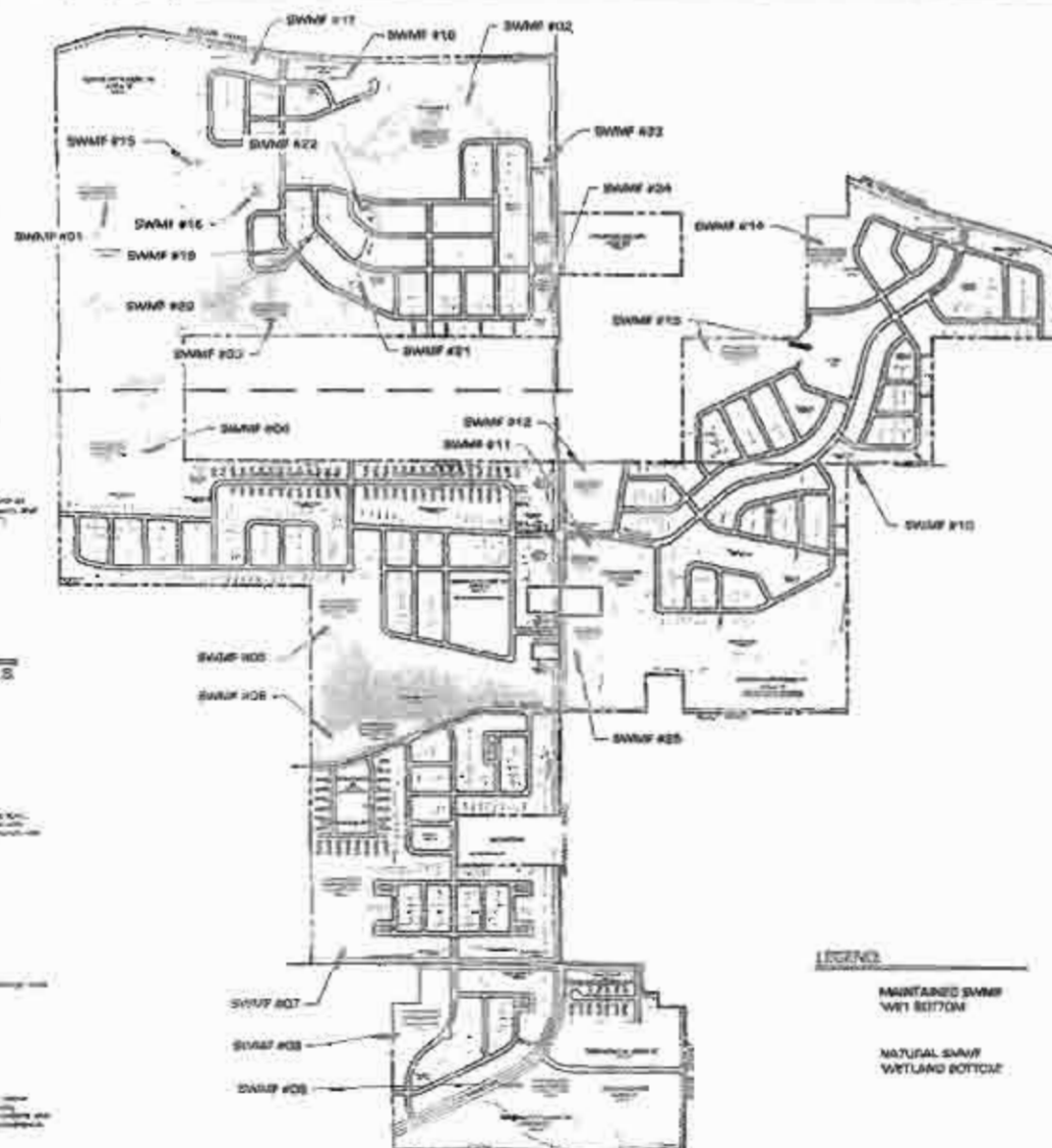
Typical Maintain 'Wet Bottom' SWMF

NTS



Typical Natural 'Wetland Bottom' SWMF

N.Y.S.



LEGEND

MAINTAINED SWAMP
WET BEITOM

NATURAL SWAMP
WETLAND BOTTLER



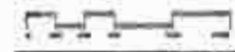
Land Planning
Landscape Architecture
Environmental Site Design

PRAIRIE
RIDGE

HAMPSHIRE, ILLINOIS

**Preliminary
Stormwater
Management
Facility Exhibit**

CROWN

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original issue date 15 JANUARY 2004

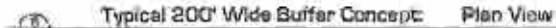
2004-05

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8402

2003/4

L16



TYPICAL PLANT QUANTITIES - per 1400 LF. of Border

10 - Lg. Shade Trees, 5.0"
40 - Shade Trees, 2.5'-3.0"
42 - Evergreen Trees, 8'-10"
34 - Ornamental Trees, 8'-10"
250 - Native Shrubs, 18"-38"

HAMPSHIRE IL DIOS



TYPICAL PLANT QUANTITIES - per 300 LF. of Border

- 8 - Lg. Shade Trees, 3.0"
- 10 - Shade Trees, 2.5" - 3.0"
- 10 - Evergreen Trees, 6'-10'
- 10 - Ornamental Trees, 6'-10'
- 125 - Native Shrubs, 10" - 30"

Preliminary
Perimeter
Buffer
Concept Plans

THE CROWN
A tradition of excellence

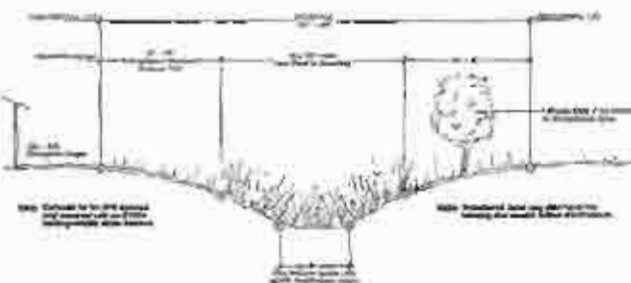


FOR TYPICAL PLANT MATERIAL VARIETIES
See Sheet L-8

TYPICAL PLANT QUANTITIES - per 1000 L.F. of Border

5 - Lg. Shade Trees, 3.0"
18 - Shade Trees, 2.5" - 3.0"
10 - Evergreen Trees, 8" - 10"
12 - Ornamental Trees, 6" - 10"
100 - Native Shrubs, 18" - 38"

Timing diagram for the 74VHC04 inverter. The input signal is a square wave with a period of 10 ns. The output signal is a square wave with a period of 10 ns, inverted relative to the input. The diagram is labeled "As Tested" and includes a date stamp "30 APRIL 2004".



- LEGEND:**
- Open Water Ponds
 - Landbridge Crossing with Culvert
 - Holy Boulder Stepping Stone Crossing
 - Open Water Depressional Areas "Rain Gardens"
- See Sheet C.2 For an Illustration of Bioswale Elements •

SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design
ARCHITECTURAL AND ENGINEERING

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

Preliminary
Detailed Buffer Area
and Bioswale
Exhibit

CROWN
ENGINEERING & ARCHITECTURE

Scale: 1" = 100'0"

DATE	5 AUGUST 2004
PROJECT	
DESIGNER	
CHECKED	
APPROVED	

**PRAIRIE RIDGE
NEIGHBORHOODS
A, C, and D**
HAMPSHIRE, ILLINOIS

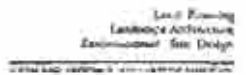
**Preliminary
Conservation Design
Concept Plan**

CROWN
UNIVERSITY OF ILLINOIS



Project Name	83 MARCH 2004
Client	
Location	
Scale	
Author	
Checker	
Reviewer	
Approver	





HAMPSHIRE, ILLINOIS

Preliminary Backyard Vegetated Swale Concept

CROWN
A Division of Crown Paper Co., Inc.



C.2

FOR TYPICAL PLANT MATERIAL VARIETIES
- See Sheet L5 -

NOTE: This conceptual plan is intended to show all BMP's and design elements that will be used in various areas along the bioswales, but should not be interpreted as an actual swale section. Typical bioswales will incorporate one or more of these design elements per block.

Shade trees will be planted along the edges of the bioswale at a rate of 1 per adjacent lot. Shrubs and low berming will be used sporadically to help define spaces and to screen views.

**PRAIRIE
RIDGE**
HAMPSHIRE, ILLINOIS

Preliminary
Community Signage
and
Identity Exhibit

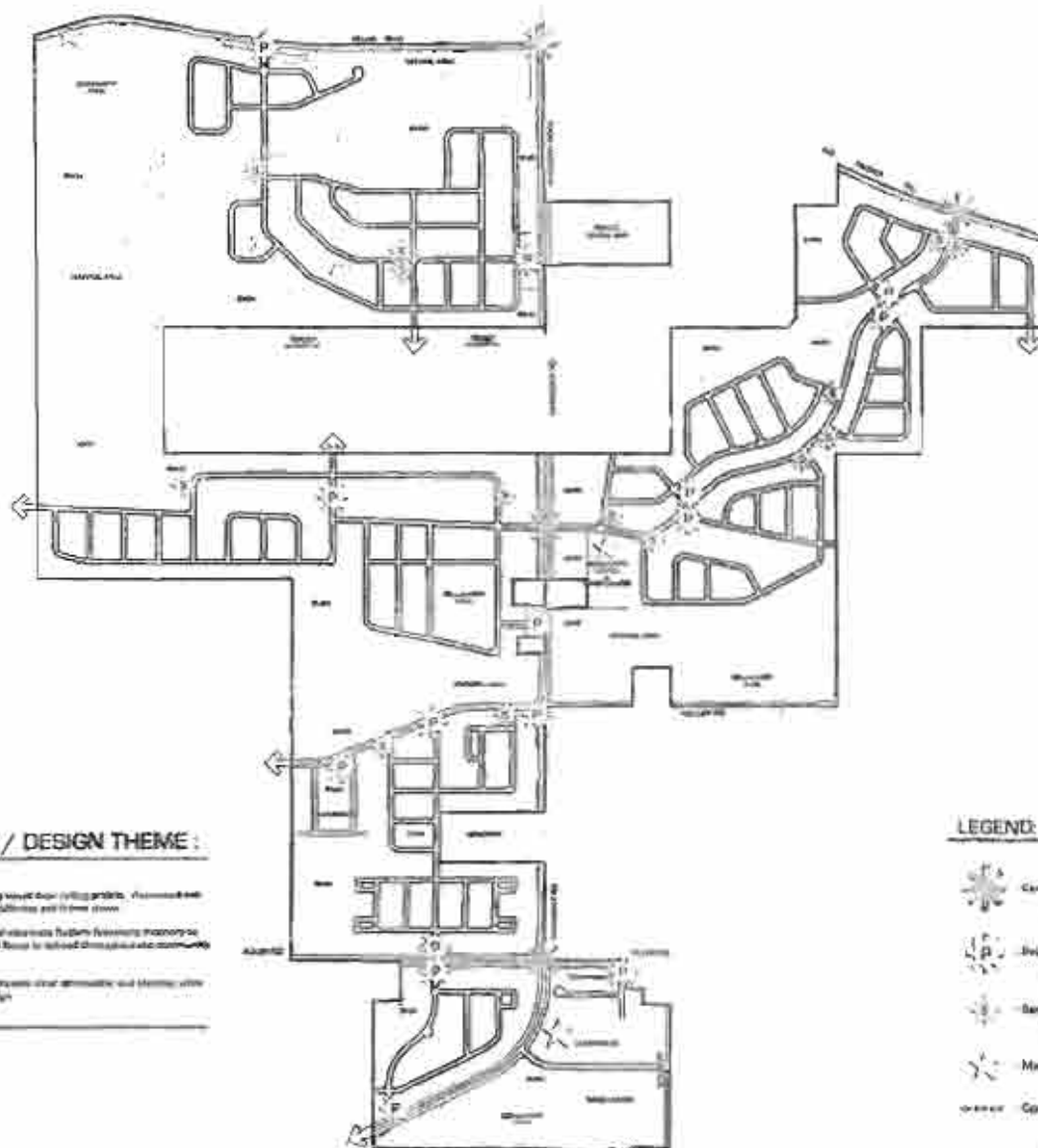
DATE	30 APRIL 2004
BY	Signature Design Group
FOR	Crown Community Development
PROJECT	Prairie Ridge
LOCATION	Hampshire, Illinois
SCALE	1" = 600'
PROJECT NO.	04001
DATE	30 APRIL 2004
BY	Signature Design Group
FOR	Crown Community Development
PROJECT	Prairie Ridge
LOCATION	Hampshire, Illinois
SCALE	1" = 600'
PROJECT NO.	04001

COMMUNITY IMAGE / DESIGN THEME:

A to create a sense of community identity and to provide a sense of place and direction to the community.

Community identity and to provide a sense of place and direction to the community.

The community of Hampshire, Illinois, is a small town with a rich history and a strong sense of community.



LEGEND:

- Community Gateway Signage
Main Street Signage with Fence Panel Signs
(See Detail 5.1)
- Primary Neighborhood Entrance
Corner Signage with Fence Panel Signs
(See Detail 5.2)
- Secondary Neighborhood Entrance
Corner Sign Only
(See Detail 5.3)
- Main Street Signage
- Community Theme Signage
Main Street Signage with Fence Panel Signs
(See Detail 5.4)



HAMPSPERE, ILLINOIS

Max Baerwald

Preliminary Conceptual Signage Exhibit

CROWN



② COMMUNITY PERIMETER FENCING

 PRIMARY NEIGHBORHOOD ENTRANCE SIGNS

SIGN CONSTRUCTION / MATERIALS:

- [illegible]



20 APRIL 2004

with a view to the

Page 10

4. *Study*

RIPARIAN (STREAM) CORRIDOR ZONE



DEEP MARSH ZONE



SHALLOW EMERGENT MARSH ZONE



MESIC PRAIRIE ZONE



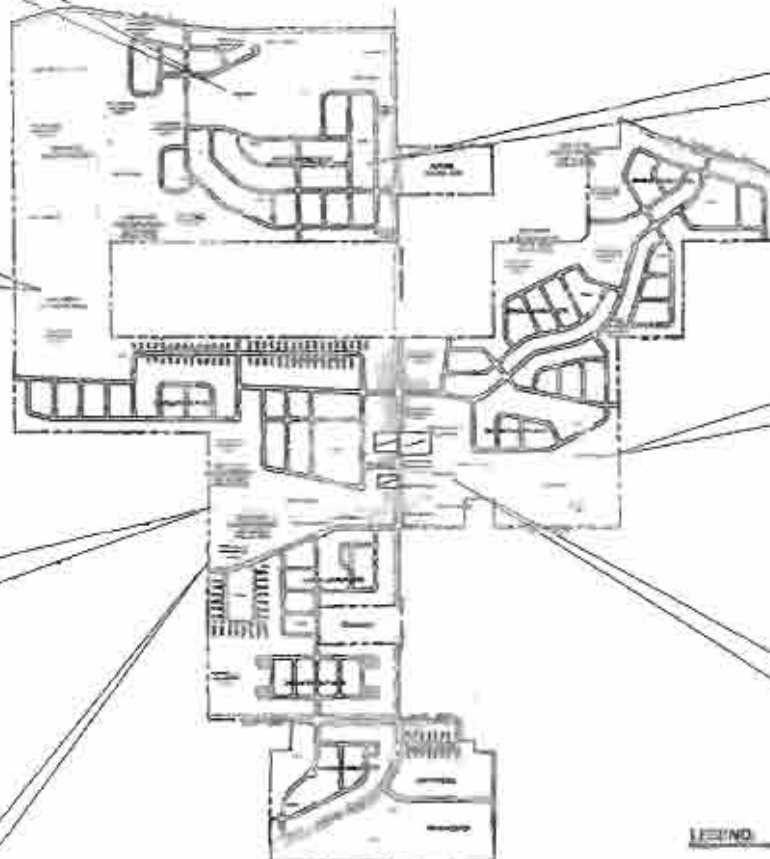
BLOOMING ZONE



WET PRAIRIE ZONE



SAVANNA ZONE



LEGEND

- | | |
|---|---|
| <p>WETLAND</p> <ul style="list-style-type: none"> Riparian Deep Marsh Shallow Emergent Wet Prairie | <p>MECIC PRAIRIE</p> <p>SAVANNA</p> <p>OPEN / BURNED AREAS</p> <p>PARKS</p> |
|---|---|

NOTE: See the following sheet NA.2 for detailed information on the natural area exhibit.

SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design

**PRAIRIE
RIDGE**
HAMPSHIRE, ILLINOIS

Natural
Area
Exhibit

CROWN
CORPORATION



DATE	BY	DESCRIPTION
08/05/04	NA.1	Initial Design
08/05/04	NA.1	Final Design
08/05/04	NA.1	Construction
08/05/04	NA.1	Operation
08/05/04	NA.1	Maintenance

Project: NA.1
Drawing: 01021
Sheet: NA.1

NA.1

PRAIRIE RIDGE

HAMPSHIRE, ILLINOIS

Natural Areas Zone Information Exhibit

CROWN
SCENARIOS DEVELOPMENT



Midwest Prairie Zone



The Midwest Prairie Zone is characterized by a dense stand of tall grasses, typically 4 to 6 feet high, with scattered trees and shrubs. The vegetation is a mix of native and introduced species, including tall grasses, wildflowers, and trees. The zone is a remnant of the original prairie landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the western part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Tall grasses, wildflowers, trees, shrubs	Rich, dark, fertile soils	Various birds, mammals, reptiles, and amphibians

Shallow Emergent Marsh Zone



The Shallow Emergent Marsh Zone is a wetland area characterized by water and emergent vegetation, including tall grasses, sedges, and reeds. The zone is a remnant of the original marsh landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Tall grasses, sedges, reeds	Wet, fertile soils	Various birds, mammals, reptiles, and amphibians

Deep Marsh Zone



The Deep Marsh Zone is a wetland area characterized by water and emergent vegetation, including tall grasses, sedges, and reeds. The zone is a remnant of the original marsh landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Tall grasses, sedges, reeds	Wet, fertile soils	Various birds, mammals, reptiles, and amphibians

Savanna Zone



The Savanna Zone is a landscape area characterized by scattered trees and grasses. The zone is a remnant of the original savanna landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Scattered trees, grasses	Fertile soils	Various birds, mammals, reptiles, and amphibians

Woodland Zone



The Woodland Zone is a landscape area characterized by trees and undergrowth. The zone is a remnant of the original woodland landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Trees, undergrowth	Fertile soils	Various birds, mammals, reptiles, and amphibians

Upland (Savanna) Community Zone



The Upland (Savanna) Community Zone is a landscape area characterized by scattered trees and grasses. The zone is a remnant of the original upland savanna landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Scattered trees, grasses	Fertile soils	Various birds, mammals, reptiles, and amphibians

Wet Prairie Zone



The Wet Prairie Zone is a landscape area characterized by tall grasses and scattered trees. The zone is a remnant of the original wet prairie landscape, which was largely converted to agriculture in the late 19th century. The zone is located in the eastern part of the project area, near the intersection of the project and the existing road.

Vegetation	Soils	Wildlife
Tall grasses, scattered trees	Fertile soils	Various birds, mammals, reptiles, and amphibians

EXHIBIT "M"

Tree Conservation Plan

Out of 1,840 homes to be constructed in Prairie Ridge, approximately 7 lots impact trees in 3 neighborhoods, and out of 811 homes to be constructed in Oakstead, approximately 64 lots impact trees in 4 neighborhoods, which will be designated as tree conservation areas. The following principles shall control all development in these treed areas.

- There shall be no clear-cutting or mass grading of any residential lots located in areas labeled as tree conservation areas on the landscaping plans.
- Street, sidewalk and utility locations in tree conservation areas have been selected, and will be engineered and constructed using techniques to minimize tree removal and root damage, including curbside carriage walks vs. regular sidewalks, sand vs. limestone trench back fill, root pruning of adjacent trees and other best management practices.
- Drainage swales and front yard/parkway utility locations shall be used whenever possible, rather than conventional, underground, rear yard storm sewers and rear yard utility lines in order to minimize tree removal and avoid disturbing trees in rear yard areas.
- As part of the design review process for each home, prior to tree removal or house construction on a tree conservation lot, each homebuilder shall submit for review and approval by developer and developer's consulting arborist, the proposed home design, and a lot specific grading plan, tree survey, tree removal and tree protection plan. The tree survey shall show the size, species, condition and location of all existing trees on the lot as well as existing topography. The home design plan shall incorporate maximum practical preservation and protection of existing healthy trees exceeding 6 inches in

diameter as determined by the developer in consultation with developer's consulting arborist. No home shall be constructed or trees removed on such lots without prior written approval of developer. Lot grading shall conform with the existing topography as much as possible to avoid excessive cutting or filling over root systems. Home and driveway placement shall be located so as to minimize tree removal. Front load garages are encouraged. Removal of less desirable species and foliage competing with the more desirable species is encouraged. The attached tree protection guidelines shall be followed at all times for trees scheduled for preservation. Tree protection devices must be in place prior to home construction. Inspection of tree protection devices must be scheduled with Developer 48 hours prior to construction of the home.

Replacement Tree Credits

Developer landscape plans provide for the planting of over 11,900 trees. These tree plantings exceed the Village's landscaping ordinance requirements by 4,359 trees (including 3,132 shade trees (3.0" caliper), 612 ornamental trees (3.0" caliper or 8' tall), and 615 evergreen trees (8' tall) in the parkways and common landscape areas in the Prairie Ridge and Oakstead developments. All of Developer's parkway trees will be 3 inch caliper as required by Village Ordinance but Developer will also space its parkway trees at approximately 30 feet on center rather than the Village's requirement of two trees per lot (approximately 40 to 50 foot spacing).

For every non-parkway tree (including ornamental trees and evergreens), shown on Developer's common landscape plans in both of it's developments, and for every parkway tree which surpasses minimum Ordinance spacing requirements, Developer and its homebuilders shall

receive a tree replacement credit to off-set against the existing trees removed at Prairie Ridge & Oakstead, calculated in accordance with the tree replacement schedule contained in Section 5-3-2(D) of the Village Tree Ordinance (as amended and specified in Exhibit "N"). The total credits are calculated on the attached spreadsheet prepared by Signature Design Group. The total number of trees to be planted in the two developments exceed the total required by Ordinance for both landscaping and mitigation by over 2,000 trees.

Tree Removal Permits

Since the new trees provided by Developer will exceed all replacement requirements contained in the Village Tree Ordinance by a substantial margin, individual tree removal permits will not be required so long as the Developer and individual builders follow the landscaping plans attached hereto as Exhibits "L-1" and "L-2" and the tree conservation plan outlined above.

Once a new home is constructed on a treed lot and sold to a homeowner, all requirements of the Village's Tree Preservation Ordinance including tree removal permit requirements shall thereafter apply to that lot.

This conservation plan incorporates certain variances from the Village's Trees and General Landscaping Ordinance (Chapter 5) which are enumerated in Exhibit "N" hereto attached. This Tree Conservation Plan shall fully satisfy all of the Village's current and future Landscaping and Tree Removal and Replacement requirements for both of the Prairie Ridge and Oakstead developments. And in the event of conflict between the terms of the plan and any provisions of Chapter 5, the provisions of this plan shall control.

February 7, 2005



**CROWN COMMUNITY DEVELOPMENT:
PRELIMINARY TREE PLANTING, REMOVAL AND REPLACEMENT SUMMARY**

A. Trees Proposed to be Planted by Developer (Public Areas Only) :

	Proposed (By Crown)	Required (By Ordinance)	Difference
Prairie Ridge			
Buffer Areas	2022	348	+ 1674
Parkways	6576	5022	+ 1554
Bioswales	223	0	+ 223
Totals	8821	5370	+ 3451

	Proposed (By Crown)	Required (By Ordinance)	Difference
Oakstead			
Buffer Areas	206	30	+ 176
Parkways	2930	2198	+ 732
Totals	3136	2228	+ 908

Total Trees in Excess of Village Requireme	11,957	7,598	=	4,359
---	---------------	--------------	----------	--------------

* Note: The above totals include 3,132 - Shade Trees - 3", 612 - Ornamental Trees - 3", and 615 - Evergreen Trees - 8'.

B. Trees to be Selectively Removed:

	Prairie Ridge	Oakstead
30" +	10	35
13"-29"	23	159
6-12"	11	280
Total trees to be removed:	44	474

C. Mitigation for Trees Removed:

	Prairie Ridge	Oakstead
30" +	10 x 6 = 78	35 x 6 = 210
13"-29"	23 x 5 = 135	159 x 5 = 795
6-12"	11 x 4 = 68	280 x 4 = 1120
Required replacement trees:	219	2125

Total Replacement Trees Required for Trees Removed:	2,344
--	--------------

Total Trees Proposed in Excess of Village Landscaping and Tree Replacement Requir	2,015
--	--------------

ASSUMPTIONS:

1. Replacement tree requirements calculated per village ordinance as modified to delete poor quality, dead, diseased trees and undesirable species including Black Cherry.
2. Includes trees to be selectively removed in R.O.W. areas and as necessary on individual lot building pads.
3. Extra parkway trees will be counted toward satisfying replacement requirement.
4. Ornamental Trees, 3.0" or 8' m/s and Evergreen Trees, 8' will be counted as replacement trees.
5. All other areas (ie. Parks, stormwater basins, townhomes, commercial, etc.) will satisfy their own tree requirements on site and are not counted above.

2/8

Tree Protection Guidelines

- 1) Identify trees to be protected
- 2) Identify protection zone (See diagram)
- 3) Identify which trees are going to be impacted due to construction (Keep grade changes in mind)
 - A) Root prune and apply root dip if necessary
 - B) Mulch protected trees and keep proper amount of moisture on them
- 4) Install protective fencing around protection zones
- 5) When in doubt call an Arborist to assist (Paul Beebe Arbor Care Inc. 815-469-6061)
- 6) Keep all contractors out of protection zone once it is established, if entry is necessary make sure no damage is done to protected trees.
- 7) After construction is complete set up an after care program to protect your investment in the trees and to give them the best chance of survival.



The minimum area that any protection zone should be is at least 1 foot protection zone per DBH (diameter at breast height) of the tree. If there is to be any work done in the protection zone, an arborist should be on hand to advise on the proper procedures for preserving the tree.

EXHIBIT "N"
DEVELOPMENT STANDARDS OF THE PROPERTY

USES AND BULK RESTRICTIONS

1. The residential and retail uses and bulk restrictions shall be in accordance with the Planned Residential Development District ordinance except as provided in the Annexation Agreement and provisions listed below.
2. Condominium ownership of town homes shall be allowed.
3. Residential satellite dish antennas one meter or less in diameter may be located on the roof or wall of the rear or sides of the principal structure provided it is so located and designed as to minimize the visual impact from public streets and surrounding properties.
4. Chimneys, overhanging roof eaves, bay windows, open terraces, marquees, and awnings adjoining the principal building, shall be allowed to encroach upon yard setbacks provided that they do not exceed the greater of two feet (2') or ten percent (10%) of the depth of the yard. Roofed, front entrance porches, which are not walled, glassed or screened, may extend into the front yard setback area by a maximum of five feet (5'). Open terraces and decks shall be allowed to encroach upon rear yard setbacks provided they occupy no more than thirty percent (30%) of the required rear yard area, and shall in no case be constructed within seven feet six inches (7'-6") of any lot line.
5. Residential swim clubs/community centers handling the sale and consumption of food on the premises shall not be required to have loading berths.
6. Off-street parking spaces for residential swim clubs/community centers and retail centers shall be a minimum of nine feet (9') wide and eighteen feet (18') long. Retail stores shall have at least 1 parking space for each 250 square feet of floor area.
7. Development identification signs, including marketing billboards, entrance monuments, directional, lot identification and model home signage shall be allowed on the Property in locations selected by the Developer. Such signs shall not exceed three hundred (300) square feet in area (per face of sign), if temporary, and six hundred (600) square feet in area (per face of sign) if part of a permanent subdivision or neighborhood entrance wall and monument identification sign and shall not exceed a height of fifteen feet (15'). Double-faced signs may be used. Graphics shall be allowed on signs.

SUBDIVISION IMPROVEMENTS

1. The potable water, sanitary sewer, storm sewer, public utility and roadway systems will be installed in accordance with the subdivision ordinance except as provided in the Preliminary Engineering Plans and provisions listed below.
2. Where B-6.12 barrier curb is used, Developer shall be allowed to saw cut and remove the curb from the gutter flag to allow for driveway access to the homes.
3. In conservation areas where overland flow is encouraged, storm water inlets may be used but are not required with the exception of roadways, in which case they shall be required.
4. Concrete sidewalks may be installed within public sidewalk easements on private property in areas where existing trees restrict its installation within the public right-of-way or where right-of-way widths do not allow for adequate parkway space. Sidewalks may be installed on only one side of the street in locations where existing trees prohibit the installation on both sides of the street or in areas where dwelling units exist only on one side of the street. Sidewalks shall not be required to be continuous along vacant lots before streets are accepted provided the Developer provides a separate surety in the form of a cash bond or letter of credit to ensure the future installation of sidewalk, parkway trees and parkway turf on those lots not yet developed at the time of acceptance.
5. Street lighting and signage shall be installed in accordance with Exhibit J of this Annexation Agreement.
6. The minimum standards for street design shall be as shown on the Preliminary Engineering Plans and per the table attached to this exhibit.
7. Developer shall not be obligated to relocate existing overhead utilities underground but will be allowed to do so if it so desires. Gardens, shrubs, landscaping and fencing may be installed in public utility easements at owner's risk.
8. Final approval and acceptance of streets and other improvements by the Village Board shall be considered immediately following completion. No permanent connection shall be made or maintained with the sanitary or storm sewer or water supply systems of the Village to serve property within the subdivision until a certificate of substantial completion of public infrastructure has been filed. Incomplete punchlist items shall not preclude connection. Occupancy permits shall be issued prior to final acceptance of public infrastructure improvements provided that the Village Engineer has issued a certificate of substantial completion of the improvements (not including roadway surface coarse).

TREES AND LANDSCAPING IMPROVEMENTS

1. Tree preservation and landscaping improvements shall in accordance with the landscaping ordinance except as provided in the Landscaping Plans, the Tree Conservation Plan and the provisions listed below.
2. The Landscaping Plans attached as Exhibits L-1 and L-2 to this Annexation Agreement and the Tree Conservation Plan attached as Exhibit M shall be considered to have satisfied all requirements of the Village's landscaping and tree removal and replacement ordinances now or hereafter adopted by the Village. No other permitting or accounting shall be required for trees scheduled for removal. There shall be no expiration date of the Tree Conservation Plan but modifications to the plan must be approved by the Village Board.
3. The requirements for replacement of trees under Village Ordinances shall not apply to the removal of a tree of any of the following species: American Elm (*Ulmus americana*), Apple (*Malus spp.*), Black Locust (*Robinia pseudoacacia*), Black Cherry (*Prunus serotina*), Black Willow (*Salix nigra*), Box Elder (*Acer negundo*), Buckthorn (*Rhamnus cathartica*), Chokecherry (*Prunus virginiana*), Cottonwood (*Populus deltoides*), Crack Willow (*Salix fragilis*), Dawny Hawthorn (*Crataegus mollis*), Laurel Willow (*Salix pentandra*), European Mountain Ash (*Sorbus aucuparia*), Mulberry (*Morus sp.*), Osage Orange (*Maclura pomifera*), Paper Birch (*Betula papyrifera*), Pear (*Pyrus spp.*), Poplar (*Populus sp.*), Russian Olive (*Elaeagnus angustifolia*), Siberian Elm (*Ulmus pumila*), Silver Maple (*Acer saccharinum*), Slippery Elm (*Ulmus rubra*), Spruce (*Picea spp.*), Tree of Heaven (*Ailanthus altissima*), Weeping Willow (*Salix baylonica*), White Willow (*Salix alba*), Eastern Red Cedar, nursery stock (private or public) and diseased or poor quality trees (as determined by the Developer's certified arborist).
4. In the event that a tree designated for preservation per the Tree Conservation Plan is removed, destroyed, or damaged during the construction process, such tree shall be replaced with a new tree or trees in accordance with the following schedule. Tree credits, as discussed in paragraph 5, may be utilized to mitigate trees that are scheduled for preservation as part of the Tree Conservation Plan but are inadvertently removed. Other than the replacement requirements mentioned below, there shall be no penalty (monetary or otherwise) for trees which are removed but are not identified for removal as part of the Tree Conservation Plan.

Caliper (In Inches) @ DBH Of Trees to be Removed	Number of Replacement Trees
30 or greater	10
13 – 29	8
6 – 12	6

5. Open space, park, buffer and parkway trees planted in excess of the minimum landscape requirements as outlined in the Village landscape ordinance may be used as credits

against trees removed as part of the Tree Conservation Plan. Tree credits gained on one development may be used as credits against trees removed on another development.

6. Replacement trees shall consist of the following species: American beech, American linden cultivars, black maple, bur oak, Crimean linden, English oak and cultivars, European beech, Freeman maple cultivars, green ash cultivars, ginkgo, hackberry, horse chestnut, little leaf linden cultivars, Norway maple cultivars, (excluding red leaf varieties), pin oak, red maple cultivars, red oak, silver linden cultivars, scarlet oak, shingle oak, sugar maple cultivars, swamp white oak, thornless honey locust(cultivars), tulip tree, white ash cultivars, white oak, ornamental trees (8' tall or 3" caliper minimum), evergreen trees (8' tall minimum) or any tree species approved by the Village Engineer. Additionally the following elm cultivars "Frontier Pioneer", "New Horizon", "Morton", "Accolade", "Homestead", "Regal", "Morton Glossy" and "Prospector" may be used.
7. Replacement trees shall not consist of the following species: Black locust (*Robinia pseudoacacia*), box elder (*Acer negundo*), buckthorn (*Rhamnus cathartica*), catalpa (*Catapla* Sp.), chokeberry (*Prunus virginiana*), cottonwood (*Populus deltodes*), mountain ash mulberry (*Morus* sp.), Osage orange (*Maclura pomifera*), popular species (*Populus* sp.), Russian olive (*Elaeagnus angustifolia*), Siberian elm(*Ulmus pumila*), silver maple (*Acer saccharinum*), tree of heaven (*Ailanthus altissima*), willow species (*Salix* sp.) white birch (*Betula pendula* and *papyrifera*) and fruit trees. Hybrid popular, elms, & silver maples shall not be prohibited and golden weeping willows may be used in limited quantities, along pond fringes in common areas.
8. Installation of trees and plantings as indicated on the Landscaping Plans in an area scheduled for acceptance may be deferred until such a time of year when planting conditions are at an optimum, such as Spring or Fall, or upon the completion of homes in the neighborhood, provided that the Developer has submitted a separate form of security such as a letter of credit, performance bond or cash bond in an amount determined by the developer's landscape architect and approved by the Village's engineer, to ensure that the plantings will be installed when warranted. The Village shall not withhold any building permit, occupancy permit or acceptance of other public improvements prior to the installation of the trees and plantings so long as such security has been provided. Similarly, Developer may remove trees scheduled for removal per the Tree Conservation Plan prior to the installation of the trees being used as mitigation for such removal. Developer shall warranty parkway and open space trees for a period of one year following the installation of the last parkway tree within the Neighborhood (as defined by the Final Plat) and providing notification in writing to the Village of completion of the work.
9. Deciduous trees shall be a minimum three inch (3") caliper (@ DBH) balled and burlapped ("B&B") when installed. Evergreen trees shall be a minimum six feet (6') in height (B&B) when installed. Deciduous shrubs (other than dwarf varieties) shall be a minimum of three feet (3') in height at time of installation if used as a perimeter screen planting, and twenty-four inches (24") in height (B&B) for all other installations. Dwarf

varieties and plants normally measured by spread shall be a minimum of eighteen inches (18") in height.

10. Automatic sprinkler systems shall not be required in open space areas (public and private) unless determined by the Developer to do so.
11. Cedar, wrought iron (black), aluminum wrought iron style (black) and heavy duty PVC (white) fencing materials may be used in residential areas. Chain link fences in these areas are prohibited. Residential fences shall not exceed four feet-six inches (4'-6") high and must be of board on board, spaced picket, solid board or traditional style. Wood fences in these areas shall be a minimum of seventy five percent (75%) opaque, with all supporting posts exposed to the lot interior. Stockade type fences are not permitted. Fences shall be allowed in utility or Village easements but not in screen planting easements or front yards (except for approved decorative fences). Fences shall not jog around utility boxes to fence them out of the property owner's yard. All wood fences proposed to be used to screen utility refuse or service areas shall be of red cedar, redwood, cypress, or other approved decay resistant treated wood, at least six feet (6') high, and of solid construction.
12. Detention/retention basins and ponds areas shall be planted per the attached landscaping plans. Plantings may include shade and ornamental trees, evergreens, shrubbery, hedges and/or other live planting materials. Plants must be able to tolerate wet conditions if planted within the basin. Natural wetland type basins may be planted with prairie, mesic and wetland type plantings in lieu of shade trees and shrubbery.
13. The minimum landscaping design for the Property (both public and private areas) shall be per the attached landscaping plans and shall not be required to abide by the energy conservation guidelines outlined in the ordinance.
14. Landscape buffers shall be in substantial conformance to the proto-typical sections shown and shall be at locations shown on the attached Landscaping Plans. No other landscape buffers shall be required including buffers between single family and multi-family areas or residential areas and agricultural fields. The attached Landscaping Plans shall supercede any and all landscape buffer ordinances now or hereafter adopted by the Village. Entry monuments (including fencing associated with the entry monument design), marketing signage, sidewalks and pedestrian paths may be installed within the landscape buffers. Private homeowner fencing shall only be allowed within the buffers with the written authorization from the Developer.

Minimum Standards for Street Design

Type of Street	Minimum R.O.W. Width (ft)	(5) Minimum Street Width (ft)	Minimum Structural Number	Minimum Aggregate Thickness (in)	Minimum Binder Thickness (in)	Minimum Surface Thickness (in)	Minimum Horizontal Curve Radius (ft)	(7) Minimum Length Vertical Curve (ft)	(9) Minimum Tangent Between Reverse Curves (ft)	Maximum Gradient (%)	(8) Minimum Gradient (%)	Minimum Sight Distance (ft)	(6) Minimum Curb Radius (ft)
<u>Residential</u>													
Local (3) (10)	60	28	3.00	12	2.5	1.5	90 (11)	50	25	6	0.5	250	20
Local Secondary (2)	66	32	3.00	12	2.5	1.5	150	100	75	5	0.5	250	30
Collector (4)	80	32	3.60	12	4.5	1.5	400	200	100	4	0.5	250	30
<u>Commercial</u>													
Local (4)	66	32	4.00	12	5.5	1.5	300	100	100	3	0.5	300	30
Collector (4)	80	39	4.50	12	7.0	1.5	400	200	100	3	0.5	400	40

- } Where mixed uses abut the same street, the stricter standards shall be the standard at which said street shall be constructed
- } Parking may be prohibited on some curvilinear streets and other streets
- } No parking one side
- } No parking either side permitted
- } All street widths are measured from back to back of curb
- } Minimum curb radius at street intersections shall be dependant on current truck turning standards
- } Vertical Sag and Summit curves shall not be applied to curb grades when the algebraic difference in grade is less than or greater than 2.0
- } If a curb machine or other computer/sensor operated grade control equipment is used
- } Minimum tangent length between reverse curves shall only apply when centerline radius is less than (minimum radius + 400 ft.)
- 0) Cul-de-sacs are considered minor streets
- 1) 25 ft. minimum horizontal curve radius at Islands in Neighborhoods K, N, S and O.

EXHIBIT "O"
PROPERTY WATER SYSTEM

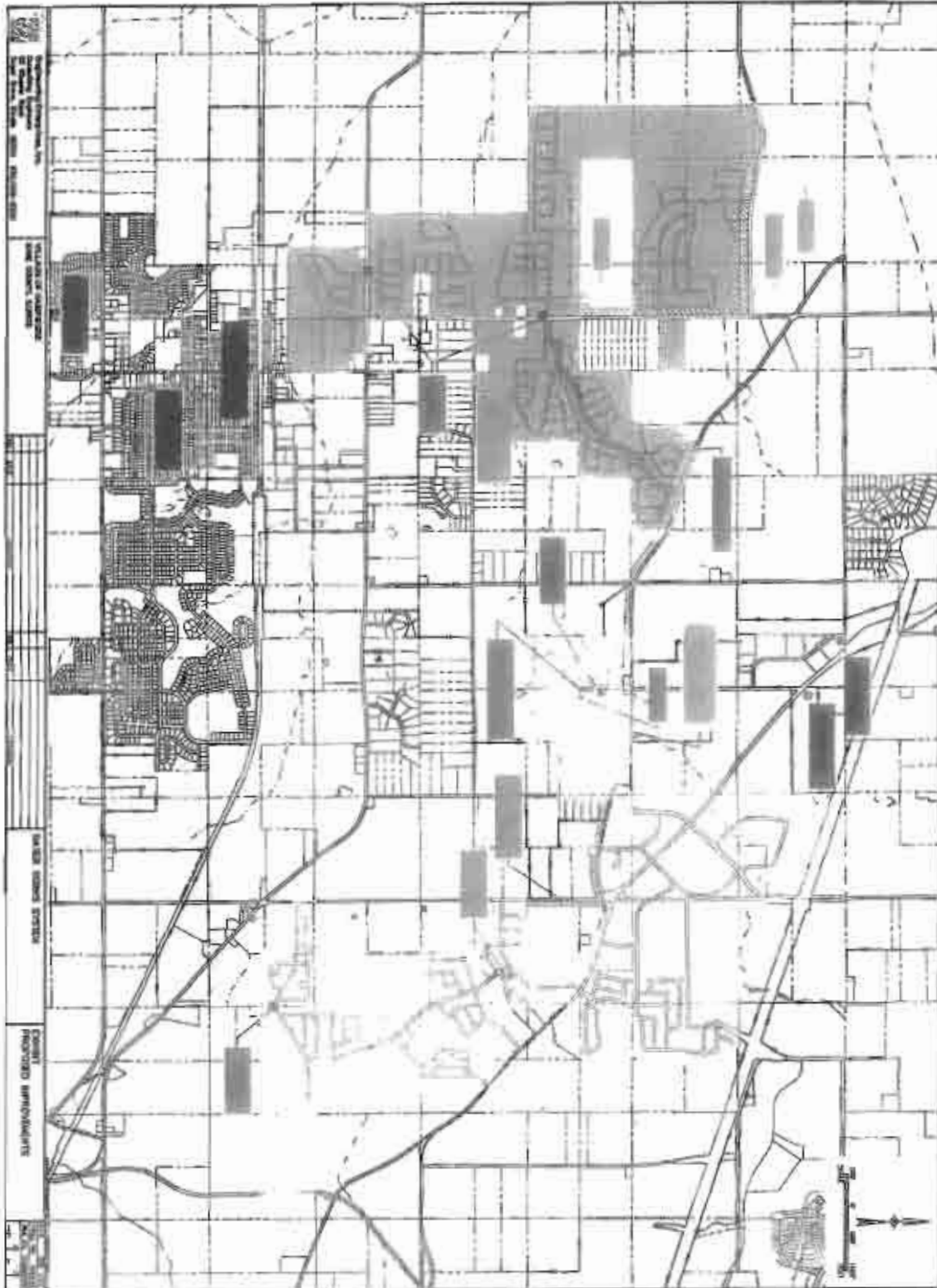
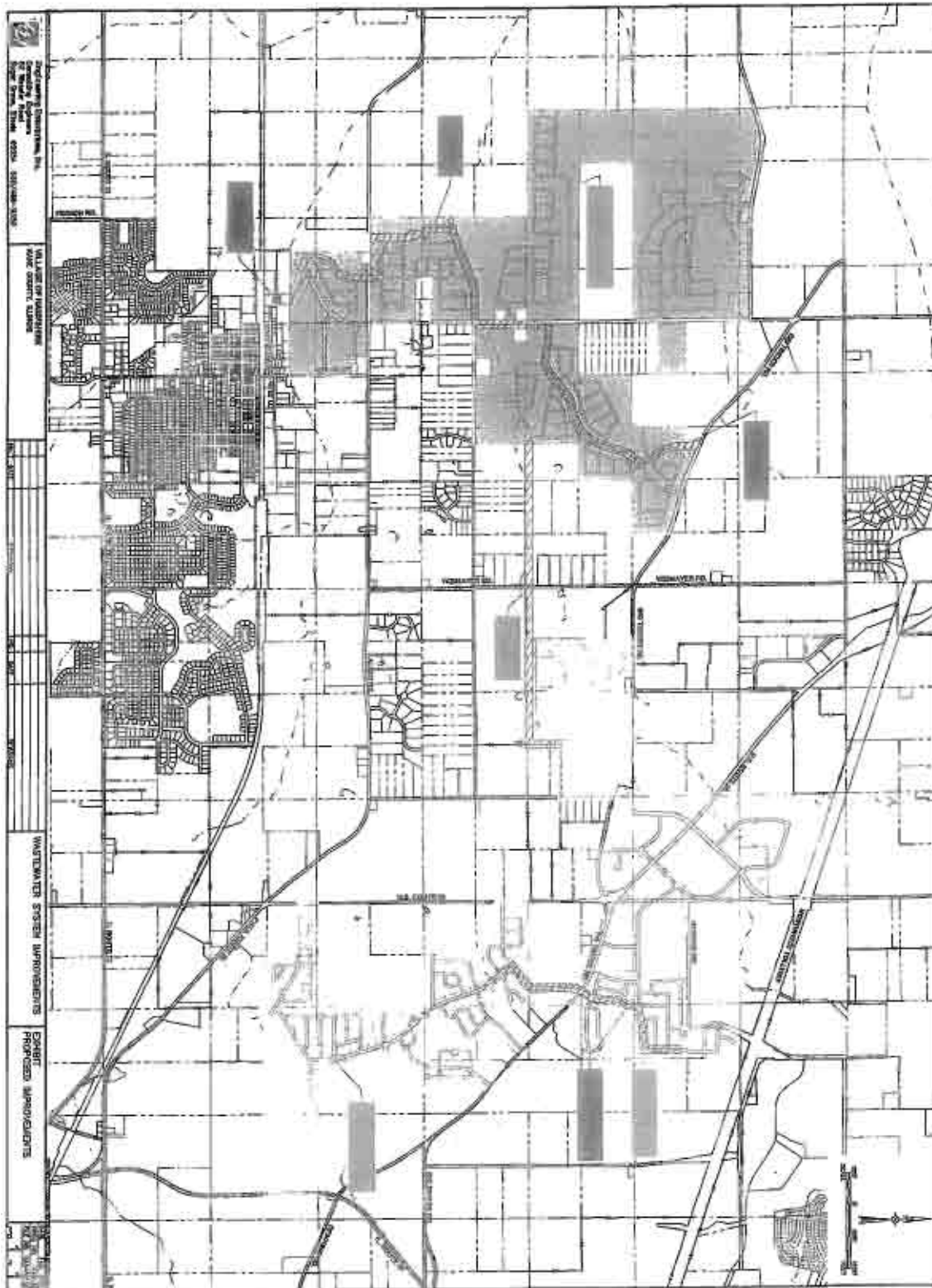


EXHIBIT "P"

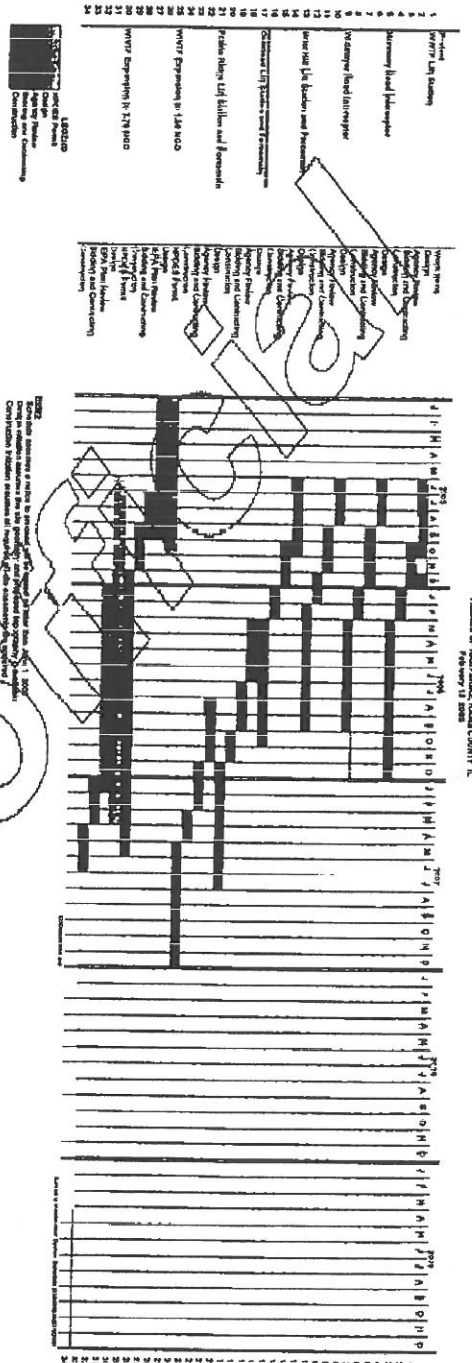
PROPERTY WASTE WATER COLLECTION SYSTEM



298

EXHIBIT "Q"

WATER & WASTE WATER SYSTEM IMPROVEMENTS DEVELOPMENT SCHEDULE



299

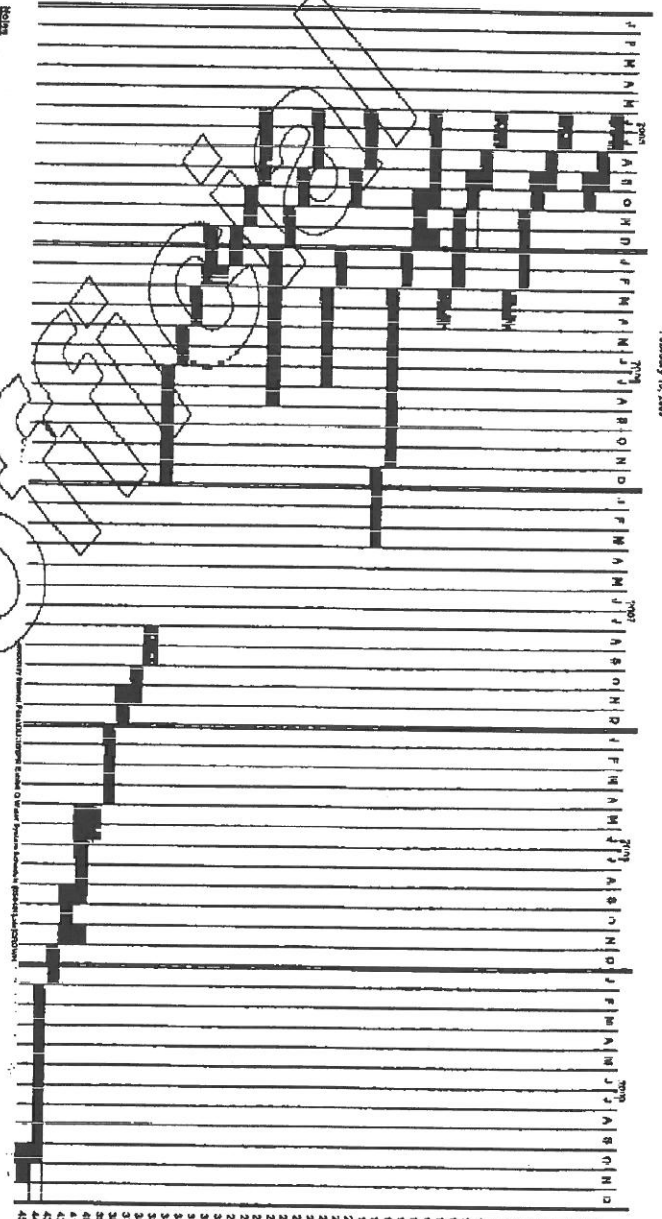
PRELIMINARY SCHEDULE - WATER SYSTEM IMPROVEMENTS
VILLAGE OF HANSHIRE, KANE COUNTY, IL
February 15, 2005

1	Project	Western Water Storage Tank
2		
3		
4	Well No. 10	
5		
6		
7		
8		
9	Well No. 11	
10		
11		
12		
13		
14	Well No. 18 & 11 Water Mains and	
15	Treatment Facility and SCADA	
16		
17		
18		
19		
20	Raw Watermain	
21		
22		
23	Gravel Ridge PIV Stations	
24		
25		
26		
27	Big Timber Road Watermain and	
28	Driveway Station and Rq 20 PIV Station	
29		
30		
31		
32	Big Timber Road / Route 20 Watermain	
33		
34		
35		
36	Well No. 12	
37		
38		
39		
40	Well No. 13 Well House and	
41	Treatment Facility and SCADA	
42		
43		
44		
45		

LEGEND
Design
Agency Review
Bidding and Contracting
Construction
Testing and Testing
SCADA

1	Well No. 10	Design
2		Agency Review
3		Bidding and Contracting
4		Construction
5	Well No. 11	Design
6		Agency Review
7		Bidding and Contracting
8		Construction
9	Well No. 18 & 11 Well Water	Design
10		Agency Review
11		Bidding and Contracting
12		Construction
13	Raw Watermain	Design
14		Agency Review
15		Bidding and Contracting
16		Construction
17	Gravel Ridge PIV Stations	Design
18		Agency Review
19		Bidding and Contracting
20		Construction
21	Big Timber Road Watermain and	Design
22	Driveway Station and Rq 20 PIV Station	Agency Review
23		Bidding and Contracting
24		Construction
25	Big Timber Road / Route 20 Watermain	Design
26		Agency Review
27		Bidding and Contracting
28		Construction
29	Well No. 12	Design
30		Agency Review
31		Bidding and Contracting
32		Construction
33	Well No. 13 Well House and	Design
34	Treatment Facility and SCADA	Agency Review
35		Bidding and Contracting
36		Construction
37		SCADA
38		
39		
40		
41		
42		
43		
44		
45		

NOTES
Schedule assumes a schedule to proceed with the second year (2006) of the project.
Schedule is subject to change by the priority and proposed opportunity as available.
Construction Method indicates all required of the schedule are complete.



300

EXHIBIT "R"
MASTER UTILITY & INFRASTRUCTURE COST ESTIMATE
Hampshire Properties: 0.75 MGD to 2.76 MGD WWTP Expansion

February 2, 2005

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Harmony Road Interceptor					
1	Engineering & Inspection (13.9%)	1	L.S.	\$253,911.30	\$ 253,911.30
2	36" Sanitary Sewer, PVC	5,860	L.F.	\$275.00	\$ 1,611,500.00
3	6' Manhole	15	EA.	\$6,000.00	\$ 90,000.00
4	Foundation Material	1,000	C.Y.	\$20.00	20,000.00
5	Augered Steel Casing Pipe-Harmony	80	L.F.	\$300.00	24,000.00
6	Augered Steel Casing Pipe-Allen	80	L.F.	\$450.00	36,000.00
7	Pipeline Crossing	1	EA.	\$10,000.00	10,000.00
8	Sanitary Sewer Testing	1	L.S.	\$11,750.00	11,750.00
9	Restoration	1	L.S.	\$23,450.00	23,450.00
10	Easements & Soils Exploration	1	L.S.	\$70,000.00	70,000.00
11	Contingency (10%)	1	L.S.	\$182,700.00	\$ 182,700.00
	Subtotal Harmony Road Interceptor				\$ 2,333,311.30
B. Widmayer Road Interceptor					
1	Engineering & Inspection (13.9%)	1	L.S.	\$109,205.35	\$ 109,205.35
2	15" Sanitary Sewer, PVC	7,930	L.F.	\$45.00	\$ 356,850.00
3	18" Sanitary Sewer, PVC	3,200	L.F.	\$80.00	256,000.00
4	4' Manhole	28	L.F.	\$2,000.00	56,000.00
5	Foundation Material	1,000	C.Y.	\$20.00	20,000.00
6	Augered Steel Casing Pipe-Allen	80	L.F.	\$250.00	20,000.00
7	Pipeline Crossing	1	EA.	\$10,000.00	10,000.00
8	Sanitary Sewer Testing	1	L.S.	\$22,300.00	22,300.00
9	Restoration	1	L.S.	\$44,500.00	44,500.00
10	Contingency (10%)	1	L.S.	\$78,600.00	\$ 78,600.00
	Subtotal Widmayer Road Interceptor				\$ 973,455.35
C. Brier Hill Lift Station & Forcemain					
1	Engineering & Inspection (13.9%)	1	L.S.	\$159,697.10	\$ 159,697.10
2	Lift Station	1	EA.	\$640,000.00	\$ 640,000.00
3	16" Forcemain, PVC	9,700	L.F.	\$42.00	\$ 407,400.00
4	5' Air Release Valve & Vault	2	EA.	\$6,000.00	\$ 12,000.00
5	Cleanout Manhole	2	EA.	\$6,000.00	\$ 12,000.00
5	Augered Steel Casing Pipe-20/Big Tim	160	L.F.	\$250.00	40,000.00
6	Connect to Existing	1	L.S.	\$2,500.00	2,500.00
7	Traffic Control	1	L.S.	\$5,000.00	5,000.00
8	Testing	1	L.S.	\$10,000.00	10,000.00
9	Restoration	1	L.S.	\$20,000.00	20,000.00
10	Contingency (10%)	1	L.S.	\$114,900.00	\$ 114,900.00
	Subtotal Brier Hill Lift Station & Forcemain				\$ 1,423,497.10

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MASTER UTILITY & INFRASTRUCTURE COST ESTIMATE
Hampshire Properties: 0.75 MGD to 2.76 MGD WWTP Expansion

February 2, 2005

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
D. <u>Prairie Ridge North Interceptor Sewer</u>					
1	Engineering & Inspection (13.9%)	1	L S	\$65,086.75	\$ 65,086.75
2	15" Sanitary Sewer, PVC	7,530	L.F.	\$45.00	\$ 338,850.00
3	4' Manhole	19	L.F.	\$2,000.00	\$ 38,000.00
4	Foundation Material	1,000	C.Y.	\$20.00	\$ 20,000.00
5	Augered Steel Casing Pipe-Big Tim	80	L.F.	\$200.00	\$ 16,000.00
6	Pipeline Crossing	1	EA	\$10,000.00	\$ 10,000.00
7	Sanitary Sewer Testing	1	L S	\$15,200.00	\$ 15,200.00
8	Restoration	1	L S	\$30,200.00	\$ 30,200.00
9	Contingency (10%)	1	L S.	\$46,800.00	\$ 46,800.00
Subtotal Prairie Ridge North Interceptor Sewer					\$ 580,136.75
E. <u>Oakstead Lift Station & Forcemain</u>					
1	Engineering & Inspection (13.9%)	1	L S.	\$92,157.00	\$ 92,157.00
2	Lift Station	1	EA.	\$395,000.00	\$ 395,000.00
3	10" Forcemain, PVC	6,250	L.F.	\$30.00	\$ 187,500.00
4	5' Air Release Valve & Vault	1	EA.	\$6,000.00	\$ 6,000.00
5	Cleanout Manhole	1	EA	\$6,000.00	\$ 6,000.00
6	Augered Steel Casing Pipe-20/Big Tim	160	L.F.	\$250.00	\$ 40,000.00
7	Connect to Existing	1	L S.	\$2,500.00	\$ 2,500.00
8	Traffic Control	1	L S.	\$5,000.00	\$ 5,000.00
9	Testing	1	L S.	\$7,000.00	\$ 7,000.00
10	Restoration	1	L S.	\$14,000.00	\$ 14,000.00
11	Contingency (10%)	1	L S.	\$66,300.00	\$ 66,300.00
Subtotal Oakstead Lift Station & Forcemain					\$ 821,457.00
F. <u>Prairie Ridge Lift Station & Forcemain</u>					
1	Engineering & Inspection (13.9%)	1	L S.	\$86,110.50	\$ 86,110.50
2	Lift Station	1	EA	\$395,000.00	\$ 395,000.00
3	10" Forcemain, PVC	5,800	L.F.	\$30.00	\$ 174,000.00
4	5' Air Release Valve & Vault	1	EA	\$6,000.00	\$ 6,000.00
5	Cleanout Manhole	1	EA	\$6,000.00	\$ 6,000.00
6	Connect to Existing	1	L S	\$2,500.00	\$ 2,500.00
7	Pipeline Crossing	1	EA	\$10,000.00	\$ 10,000.00
8	Testing	1	L S.	\$6,000.00	\$ 6,000.00
9	Restoration	1	L S	\$20,000.00	\$ 20,000.00
10	Contingency (10%)	1	L S	\$62,000.00	\$ 62,000.00
Subtotal Prairie Ridge Lift Station & Forcemain					\$ 767,610.50

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MASTER UTILITY & INFRASTRUCTURE COST ESTIMATE
Hampshire Properties: 0.75 MGD to 2.76 MGD WWTP Expansion

February 2, 2005

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
G. Hampshire Treatment Plant Expansion					
1	Harmony Road Lift Station	1	L S.	\$1,570,000.00	\$ 1,570,000.00
2	Expand Plant from 0.75MGD to 1.50MGD	1	L S.	\$4,780,000.00	\$ 4,780,000.00
3	Expand Plant from 1.50MGD to 2.76MGD	1	L S.	\$12,697,720.00	\$ 12,697,720.00
	Subtotal Hampshire Treatment Plant Expansion				\$ 19,047,720.00
H. Water Supply, Treatment & Storage					
1	Engineering & Inspection (11.13%)	1	L S.	\$1,728,200.00	\$ 1,728,200.00
2	Well Drilling, Development & Pump	3	EA.	\$632,500.00	\$ 1,897,500.00
3	12" Raw Water Line	1	L S.	\$298,415.00	\$ 298,415.00
4	16" Prairie Ridge Water Main (w/PRVs)	1	L S.	\$1,142,405.00	\$ 1,142,405.00
5	16" Big Timber Water Main (w/PRVs)	1	L S.	\$1,539,410.00	\$ 1,539,410.00
6	Tamm's Water Treatment Plant	1	EA.	\$4,616,524.00	\$ 4,616,524.00
7	Prairie Ridge Water Treatment Plant	1	EA.	\$3,266,230.00	\$ 3,266,230.00
8	Water Tower (2.0 MG)	1	EA.	\$2,630,500.00	\$ 2,630,500.00
9	Oakstead PRVs	2	EA.	\$115,500.00	\$ 231,000.00
10	Easements & Soils Exploration	1	LS.	\$75,000.00	\$ 75,000.00
	Subtotal Water Supply, Treatment & Storage				\$ 17,325,184.00

SUMMARY

A.	Subtotal Harmony Road Interceptor	\$ 2,333,311.30
B.	Subtotal Widmayer Road Interceptor	\$ 973,455.35
C.	Subtotal Brier Hill Lift Station & Forcemain	\$ 1,423,497.10
D.	Subtotal Prairie Ridge North Interceptor Sewer	\$ 580,136.75
E.	Subtotal Oakstead Lift Station & Forcemain	\$ 821,457.00
F.	Subtotal Prairie Ridge Lift Station & Forcemain	\$ 767,610.50
G.	Subtotal Hampshire Treatment Plant Expansion	\$ 19,047,720.00
H.	Subtotal Water Supply, Treatment & Storage	\$ 17,325,184.00
	Total Cost of Hampshire Infrastructure Improvements	\$ 43,272,372.00

EXHIBIT "S"

SCHEDULE FOR ISSUANCE OF SSA BONDS

<u>Date</u>	<u>Activity</u>	<u>Responsibility</u>
Week 1	Prepare general cost estimates	Owner
Week 1	Owner files application to form a Special Services Area with Village	Owner
Week 1	Select financing team	Owner/Municipality
Week 3	Prepare and adopt ordinance proposing the establishment of a Special Services Area ("Proposing Ordinance")	Bond Counsel
Week 9	Publish notice of public hearing to all taxpayers of record within the Special Service Area	Bond Counsel
Week 11	Hold public hearing (must be within 60 days of adoption of Proposing Ordinance)	Municipality

Upon receipt and approval of final engineering costs for the SSA Improvements, which shall be not later than fourteen (14) weeks after approval of the Final Development Plat in question, the Village and Owner shall adhere to the following schedule for issuance of the SSA Bonds.

<u>Date</u>	<u>Activity</u>	<u>Responsibility</u>
Week 1	Prepare and adopt Establishing Ordinance establishing the Special Service Area	Bond Counsel
Week 2	Trust Indenture prepared	Bond Counsel
Week 3	Owner's Agreement prepared	Owner/Municipality
Week 3	Appraisal Finalized	Owner
Week 3	Absorption Study Finalized	Owner
Week 4	Limited Offering Memorandum Finalized	Underwriter
Week 6	Sell Bonds	Underwriter
Week 7	Prepare and adopt Bond Ordinance	Bond Counsel
Week 8	Tax Levy filed with County Clerk	Municipality
Week 8	Bond Closing	All Parties

Subsequent to issuance of the SSA Bonds, the Village and Owner shall adhere to the following annual responsibilities until the SSA Bonds are retired.

Annual Responsibilities

Generate Revised Tax Roll	Administrator
Prepare and Adopt Abatement Ordinance	Bond Counsel
File Tax Roll with County	Municipality
File Abatement Ordinance with County	Municipality

Unofficial

EXHIBIT "T"

BUILDING PERMIT CAPS

PROJECT YEAR	CALENDAR YEAR	MAXIMUM # NEW ANNUAL PERMITS ALLOWED
1	2005	150
2	2006	250
3	2007	350
4	2008	425
5	2009	425
6	2010	425
7	2011	350
8	2012	175
9	2013	75
10	2014	26

Additional Units

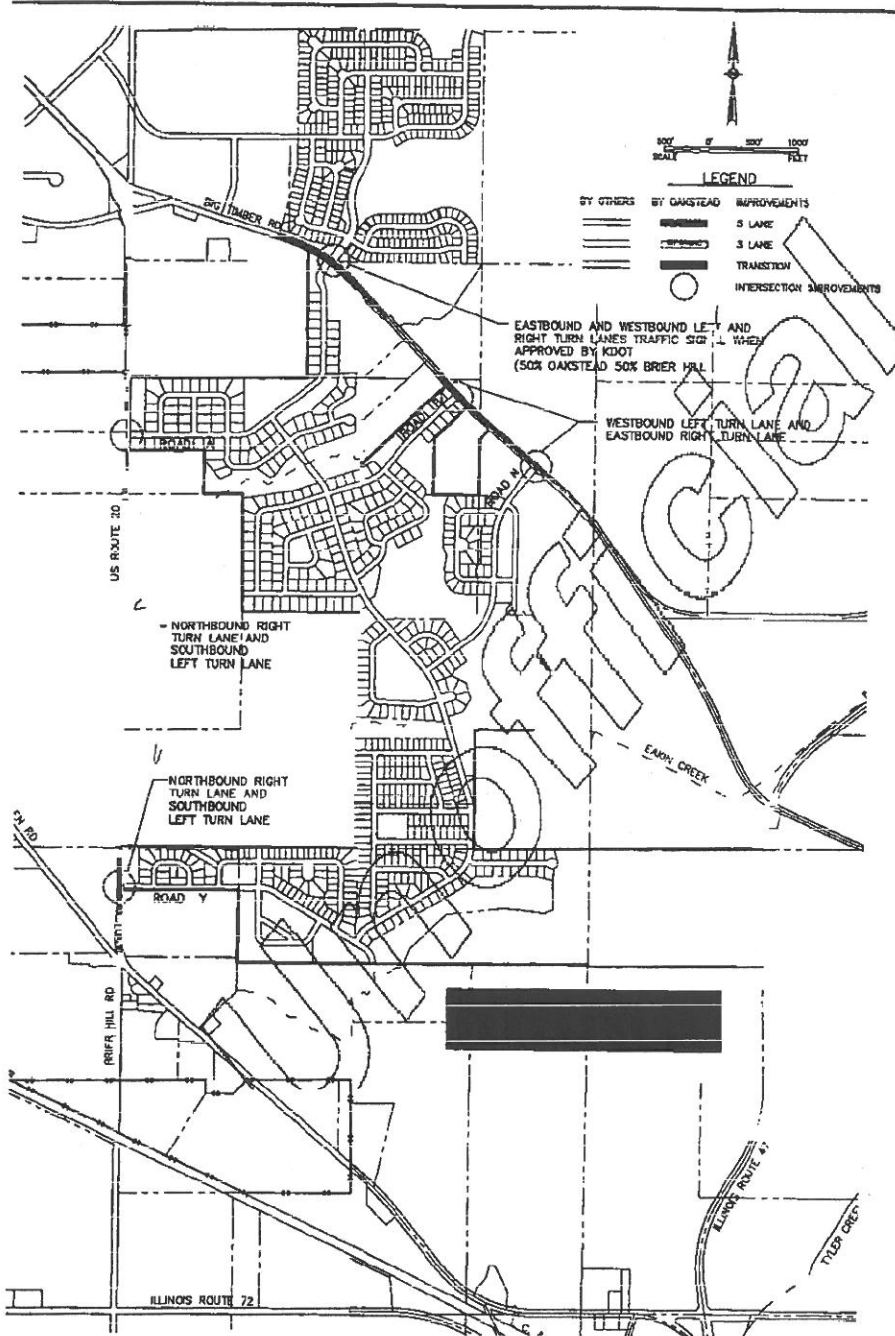
Limits apply to both the Prairie Ridge and Oakstead Communities combined.
Developer will sell no units in the Oakstead Community before 2007.

Developer will guarantee a minimum 10 year build-out.

Permits are cumulative from date Annexation Agreement is signed and unused permits carry over from year to year, however, no matter how many unused permits accumulate, the Property will never be issued more than 490 permits combined in any year.

EXHIBIT "U-1"

ROADWAY IMPROVEMENTS - OAKSTEAD



U-1-1

Engineering Enterprises, Inc.
Consulting Engineers
62 Wheeler Road
Beverly Hills, Illinois 60554 830/468-8350

OAKSTEAD
VILLAGE OF HAMPSHIRE

ROADWAY IMPROVEMENT
RESPONSIBILITY -

DATE: MARCH 2006
APPROVAL: [Signature]
BY: [Signature]
FOR: 1 of 1

U-1-1

2005K047722

307/314

307

ROADWAY IMPROVEMENTS – PRAIRIE RIDGE



EXHIBIT "V"

ITEMS REQUIRED PRIOR TO EARTHWORK VILLAGE OF HAMPSHIRE

1. Stormwater Management Report approved and permit issued by the Village.
2. Hampshire Site Development Permit Application completed and processed by Village.
3. Performance Guarantee on file with the Village.
4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
6. Indemnification letter from Developer acknowledging that they are proceeding at their own risk.
7. Approved Grading and Soil Erosion Sedimentation Control Plans.
8. Existing floodplain and/or floodway areas must be clearly identified on site.
9. Existing wetland areas and required buffer zones must be clearly identified on-site.
10. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
11. Pre-Construction Conference with Village.

Exhibit W
CONTRACT ADMINISTRATIVE PROCEDURES

The following terms and provisions shall apply to the construction of the Property Water System and Waste Water System including expansions of the WWTF undertaken by Developer pursuant to the terms of the Annexation Agreement to which it is an exhibit. Terms described herein shall have the same meaning as given to them in the Agreement..

A. Property Water System Site Improvements. Developer shall, in connection with the Property Water System, provide for the installation and construction of all utilities (i.e., water, sanitary sewer, stormwater detention and piping, electric, gas if required, and phone) and street access for the sites containing the well, wellhouse and treatment facility, elevated water storage tank, booster pump, pressure reducing valve and lift stations. The costs for such site improvements shall be paid with the proceeds from SSA bonds or from other funding sources described in the Agreement.

B. Ownership of Site Improvements. Developer shall retain title to the site improvements and all components of the Property Water System and Waste Water System until accepted by the Village. Developer shall at all times permit the Village and its agents and assigns access to all facilities.

C. Contractors. Village and Developer will collaborate on developing a list of contractors, pre-approved to bid on the Property Water System and Waste Water System including expansion of the WWTF (the "Approved Contractors").

D. Bidding. Village will transfer to Developer the construction documents for the Water System projects, and for the Wastewater System projects, respectively, when design has been completed, and after all required permits have been received. Developer will request bids from the Approved Contractors. All of the bids received, and the Developer's recommendation for award, will be submitted to the Village for review and approval. The Village may, for demonstrable cause, object to the Developer's recommendation for award. If the Village does not object within 10 days after receipt of Developer's recommendation for award, Village shall be deemed to have approved the award. After the Village has approved Developer's recommendation for awarding a contract, Developer may enter into a construction contract with the contractor receiving the award.. Copies of all executed construction contracts shall be filed with the Village Clerk, with a copy provided to the Village Engineer.

E. Contract Administration. The Village Engineer shall administer all construction contracts award for the Property Water System and Waste Water System including expansions of the WWTF which shall include. pay request review and recommendation, shop drawing review, facilitation for the pre-construction conference, and change order review and preparation, periodic construction observation, preparation of field reports, and holding and attending periodic construction progress meetings.

F. Payment Request/Processing. Contractors shall submit payment requests to the Village Engineer as specified in the contract documents but not more frequently than once per month. The Village Engineer will review the pay request and will issue a letter to Developer recommending appropriate payment. Subject to Developer's agreement with the payment request, the Developer will then pay the contractor in accordance with the contract documents with proceeds from the sale of SSA Bonds and with other funding sources described in the Agreement. If the Village and Developer do not

agree on an appropriate payment, the Village shall direct the Village Engineer to re-consider its recommendation after discussing same with the engineer for the Developer, discuss the matter further and/or meet with the parties, all in light of the work completed to date and the work remaining to be done by said contractor. After re-consideration, the recommendation issued by the Village's Engineer shall be final and binding.

G. Change Orders/Processing. Any changes to the contract documents that require the issuance of a change order will take effect only after recommendations and/or approvals have been obtained from the following parties: Developer, construction contractor, and Village. Signature lines will be provided for all said parties on all change orders. The recommendation approval process, and then the appropriate signatures, shall be coordinated in the following order: 1) Contractor, 2) Village, and 3) Developer.

Unofficial

HAMPSHIRE CREEK INTERCEPTOR SEWER EASEMENT

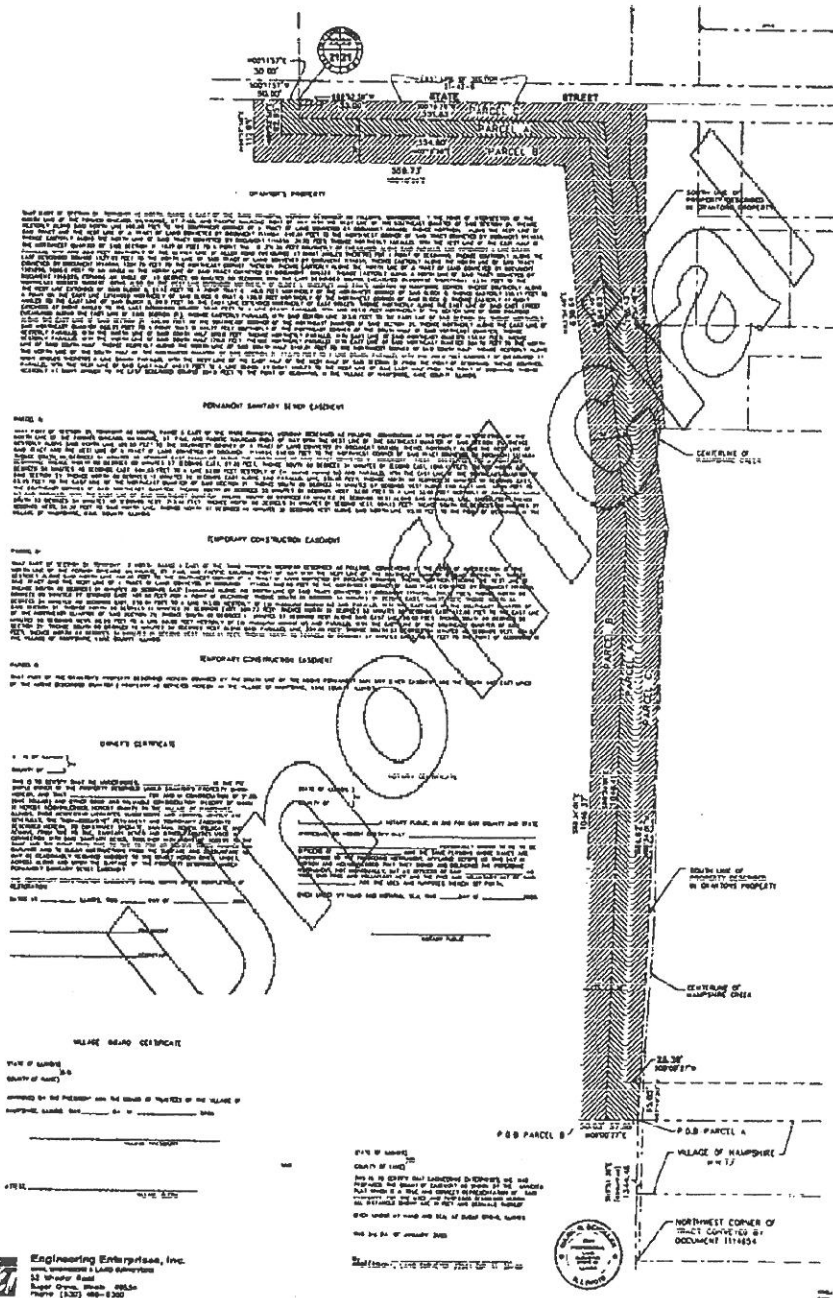


EXHIBIT "Z"

**Permanent Index Numbers (For Recorder's Information Only
Not Referenced Within Document)**

Prairie Ridge Community:

01-08-200-004	01-16-200-014
01-08-200-005	01-16-200-015
01-08-200-006	01-16-400-033
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Oakstead Community:

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01-24-400-031
02-19-300-001
02-19-100-002

02-18-300-004
02-19-100-001

02-19-400-002

01-13-200-014

01-24-400-021
01-13-400-007
01-13-400-006
02-18-300-002
02-18-300-011
01-13-400-008

Hampshire Township, Kane County, Illinois