

LASALLE COUNTY RECORDER

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STATE OF ILLINOIS)
COUNTY OF LASALLE) SS.
CITY OF OTTAWA)

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 18 day of April, 2000 by and between the CITY OF OTTAWA, a Municipal Corporation, in the State of Illinois (hereinafter referred to as the "City"), and YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, (hereafter "YOESLE") and EDDY GROUP, L.L.C., an Illinois Limited Liability Company, (hereafter "EDDY"), (with YOESLE and EDDY hereinafter collectively referred to as "Owners").

WITNESSETH:

WHEREAS, YOESLE is the record owner of the real estate (exclusive of road right-of-ways) described on Exhibit "A" attached hereto (hereinafter "YOESLE PROPERTY") containing approximately 69.38 acres adjacent to, but outside the City limits; and

WHEREAS, EDDY is the record owner of the real estate described on Exhibit "B" attached hereto (hereinafter "EDDY PROPERTY") containing approximately 18.1 acres already within the City limits; and

WHEREAS, the YOESLE Property described on Exhibit "A", together with adjacent road right-of-ways constitute territory which is contiguous to and may be annexed to the City as provided in Article 7 of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statues, 1992) ("Statute"); and

WHEREAS, the Owners of the YOESLE Property and the EDDY Property intend to develop both properties in accordance with the terms and provisions of this Annexation Agreement, the Preliminary Plat for Autumnwood Subdivision, as approved and modified by the City of Ottawa and attached hereto as Exhibit "C", and the Ordinances of the City; and

WHEREAS, the YOESLE Property and the adjoining road right-of-ways are not located within a fire protection district or public library district, but are located within the Ottawa Township Road District; and

WHEREAS, the Ottawa Township Highway Commissioner and the Ottawa Township Trustees and Supervisor were notified by certified mail at least ten (10) days in advance of any action taken with respect to the annexation of the YOESLE Property and the adjoining road right-of-ways; and

WHEREAS, an Affidavit that said notice was served in accordance with the applicable Statute was filed with the City; and

WHEREAS, YOESLE desires to have the YOESLE Property and the adjoining road right-of-ways annexed to the City upon certain terms and conditions herein set forth. and

WHEREAS, the EDDY Property was previously annexed to the City of Ottawa pursuant to a Pre-Annexation Agreement with TERRY SPEIRER and PETER DILLEY dated October 17, 1995; and

WHEREAS, YOESLE is the majority owner of EDDY and both YOESLE and EDDY desire to amend the Pre-Annexation Agreement of the EDDY Property in accordance with the terms and provisions of this Annexation Agreement, the Preliminary Plat for Autumnwood Subdivision and the Ordinances of the City of Ottawa; and

WHEREAS, the Corporate authorities of the City ("hereinafter referred to as the "Corporate Authorities"), after due and careful consideration have concluded that the annexation of the YOESLE Property and the adjoining road right-of-ways to the City and amending the Pre-Annexation Agreement of the EDDY Property would further the growth of the City, enable the City to control the development of the area and serve the best interests of the City; and

WHEREAS, pursuant to the provisions of Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code, (Chapter 65, Illinois Compiled Statutes, 1992), a proposed Annexation Agreement was submitted to the Corporate Authorities of the City and a public hearing was held thereon before the Mayor and City Council of the City pursuant to notice, as provided by Statute of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the City and Owners, as follows:

DEFINITIONS:

- “Autumnwood” means the name of the Subdivision Development of the YOESLE Property and the EDDY Property.
- “DEVELOPMENT” means the Autumnwood Subdivision.
- “EDDY” means EDDY GROUP, L.L.C., an Illinois Limited Liability Company, of which YOESLE owns 60%, Peter Dilley owns 20% and Terry Speirer owns 20%.
- “EDDY PROPERTY” means the real estate described on Exhibit “B” and owned by EDDY and previously annexed to the City.
- “OWNER(S)” or
“DEVELOPER” means YOESLE AND EDDY.
- “Subject Property” means the YOESLE Property and the EDDY Property.
- “YOESLE” means YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, which is controlled by GILES EDDY and MARTIN YOESLE.
- “YOESLE
PROPERTY” means the real estate described on exhibit “A” owned by YOESLE and sought to be annexed to the City.

1. AGREEMENT:

This Agreement is made pursuant to and in accordance with the provisions of Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1992); that said statutory provisions provide for annexation agreements to be entered into between owners of record and municipalities; that all of the requirements of the Illinois Compiled Statutes and specifically Sections 5/11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes, 1992), in regard to publication and notice have been met prior to the date fixed for the hearing on the proposed Agreement.

2. PUBLIC HEARING

That this Agreement is entered into after public hearing(s) before the applicable Corporate Authorities of the City, which hearings were held in accordance with the provisions of the aforesaid Statutes of the State of Illinois.

3. PURPOSE:

That the purpose of this Agreement is to provide for annexation of the YOESLE Property and the adjoining road right-of-ways to the City and to amend the Pre-Annexation Agreement pertaining to the EDDY property upon the terms and conditions described in this Agreement.

4. PETITION FOR ANNEXATION:

Upon execution of this Agreement by Owner and approval hereof by City, Owner shall file a Petition for Annexation for the YOESLE property and adjoining road right-of-ways described in Exhibit "A" which consists of an annexation plat and legal description and upon the filing of such Petition, the City shall annex the Exhibit "A" real estate and adjoining road right-of-ways.

The City and Owner agree to do all things and take all steps necessary or appropriate to cause the YOESLE property and adjoining road right-of-ways to be duly and validly annexed to the City in accordance with the terms and conditions of this Agreement. The City shall adopt an Ordinance annexing the Parcel and record in the Office of the LaSalle County Recorder such Annexation Ordinance and a Plat of Annexation.

5. TERM:

This Annexation Agreement shall be valid and binding for twenty (20) years, except for such provisions given a shorter term as specifically provided for herein.

6. ZONING CLASSIFICATION AND AMENDMENT TO ZONING ORDINANCE:

That contemporaneously with the annexation of the Subject Property and the adjoining road right-of-ways to the City, the Corporate Authorities shall adopt an Ordinance or Ordinances amending the provisions of the Zoning Ordinance and the Comprehensive Plan of the City of Ottawa so as to provide that the YOESLE Property and the EDDY Property be classified as follows:

- a) Lots 133 - 140, Lots 155 and 156 and Lots 188 through 198 of the Preliminary Plat of Autumnwood to be zoned A-2 to allow for duplexes and/or town houses; and
- b) Any lots zoned for duplexes and/or town homes may be sold in part, without regard to side yard setback along the common building walls, provided each unit has separate water and sewer service to that unit; and
- c) The rest of the property to be zoned A-1, except Lots 1 - 5 and Outlot A of Airport Estates - Phase I, shall continue to be zoned A-2.

7. SEWER, WATER AND OVERSIZED UTILITIES:

- a) The Subject Property is, or will be located within the City's Facility Planning Area (FPA) as determined by the Illinois Environmental Protection Agency (IEPA). At time of development, the City will provide sewer facilities for sufficient sanitary sewer capacity for the Subject Property. The term "sewer facilities" shall include all sewer lines (other than those sewer lines customarily installed in the development), lift stations, sewer plants, treatment facilities and any other equipment and/or structures installed or built to treat or transmit sewage from the Subject Property.
- b) If at the time that this Agreement is executed by the Mayor and the City Council of the City, a portion of the Subject Property is not located within the City's FPA, the City agrees to Petition all applicable authorities to add such portion of the Subject Property to the City's FPA.
- c) The City will provide municipal water facilities and service. The term "water facilities" as used in this paragraph shall not apply to the customary on-site improvements ordinarily put in by the developer in connection with the development (i.e., distribution lines within the development, etc.). The type of items to be included in the definition of water facilities are storage facilities, wells, pumps, pump houses, water towers, off-site mains and piping .
- (d) Developers shall install water, sewer mains and storm water detention areas of such size and depth as required by the City. To the extent the City requires such utilities to be larger and/or at a depth greater than that otherwise required to serve the Subject Property according to good and customary engineering practices, the City agrees to reimburse (or credit pursuant to paragraph 13(f)) to Developers within sixty (60) days from the date the City Engineer concurs with the certification of MICHAEL A. ETSCHIED & ASSOCIATES, INC., or successor Project Engineer, of the additional or different material purchase or construction costs incurred by the Developers for such oversized and/or deeper utilities. The certification by MICHAEL A. ETSCHIED & ASSOCIATES, INC., or successor Project Engineer, shall include (a) a calculation of the increase in costs incurred by Developers, based upon the difference in the bid cost for the required sizes to serve the property and the cost for the size and depth of utilities desired by the City; (b) accompanied by evidence that such utilities have been fully paid for and are not subject to any mechanics or other liens; and (c) a statement that all of said utilities were constructed in a good and workmanlike manner according to the Preliminary Plat, City Ordinance and good engineering and construction practices.

8. EFFECT OF THIS AGREEMENT:

Except as otherwise provided in this Agreement, no change, modification or enactment of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the zoning classifications of the Subject Property, the Bulk Regulations, including, but not limited to setback, yard, height and frontage requirements, and the use permitted thereunder by the Zoning Ordinances of the City in effect as of the date of this Agreement, nor to interpret any City Ordinance in a way so as to prevent the Owners or their assigns from developing the Subject Property in accordance with this Agreement and the Exhibits attached hereto.

9. SUBSEQUENT AMENDMENTS:

It is understood and agreed that all subsequent amendments to this Agreement, Plats of Subdivision or any development of the Subject Property may be obtained for all or any portion of the Subject Property without affecting the rights, duties or obligations of the parties hereunder or their assigns as to the balance of the Subject Property not included in the aforescribed actions. Any subsequent zoning, building, development or platting requests may be processed by the City without requiring an amendment of this Agreement or the consent or signature of any other Owners or developer hereunder or any transferee of the Owners or developer of any portion of the Subject Property not included in the aforescribed actions.

10. UTILITY EASEMENT:

If at the time of development, the existing City dedications, easements and rights-of-way are not adequate to facilitate sewer, drainage or water utility extensions, the City agrees, at its cost, to exercise its power of eminent domain, if necessary to acquire such easements and rights-of-way, including easements from the then present terminus of the existing municipal sanitary sewer and water lines to the boundary line of the Subject Property.

11. ACCESS TO ADJOINING PROPERTIES:

Developers will reserve for future roadway and utility extension purposes one 50' wide access to each of the adjoining properties presently owned by: (i) HARTLEY OF ILLINOIS, INC.; and (ii) MAJID AND GONZALO; in the location as shown on Exhibit "C". Developers will reserve for future utility easement purposes to each of the adjoining properties presently owned by (i) MARGARET GROHNE; and (ii) DOMINIC and MARY DATTI in the locations shown on the preliminary plat attached hereto as Exhibit "C". Developers, however, shall have no obligation to construct roads or install utilities in such reservations.

12. MODEL HOME AND DISPLAY PURPOSES:

The City agrees to allow spec homes within the Development to be used as model homes and sales offices, and to allow for display purposes model homes prior to connection to sanitary sewer and water subject to the lot owner obtaining approval of the City Engineer for temporary water and sanitary sewer services or alternate means of satisfying said lack of available utilities at the model home being developed.

13. IMPACT FEES, TREE PLANTING DEPOSITS, SIDEWALK CONSTRUCTION AND CONNECTION FEES:

- a) The transfer or sale of a vacant lot shall not be considered a "sale" under City Ordinances relating to tree or sidewalk deposits.
- b) The \$2,000.00 growth fee and \$500.00 tree planting deposit will be based upon each lot and not by the number of units on a lot.
- c) No growth fee, sidewalk or tree planting deposit will be due for any lots donated to the City, non-buildable outlots, green spaces, any lots in pre-existing Airport Estates or for Lots 1, 2 and 48 on the Preliminary Plat for the reason that these three (3) lots are a resubdivision of Lots 16, 17 and 18 of pre-existing Airport Estates, a subdivision whose final plat was approved prior to adoption of Ordinance 19-99 and 60-99.
- d) The \$2,000.00 per lot growth fee will also include all amounts due to the City by the developer of Airport Estates for the water booster station under the previous Annexation Agreement dated 10/17/95 for Airport Estates.
- e) Any amount owed by the City to the Developers pursuant to this Agreement may be paid at the City's option in the form of a credit against accrued, unpaid and future growth fees owed by the Developers.
- f) There shall be no utility connection, permit, acreage or other assessment fees for sewer and water assessed by the City against Developers on the Subject Property, provided, however, purchasers and/or users of the respective lots depicted in the Preliminary Plat shall pay to the City the customary water and sewer tap-on and meter charges as from time to time established by the City for all residential sewer and water customers of the City.

14. MODIFICATION OF TREE ORDINANCE:Notwithstanding City Ordinances otherwise:

- a) Developers shall not be required to obtain a City Commercial Tree Care Permit for the planting, maintenance and removal of trees, shrubs and other plants within the Development and shall not be required to post a Performance Bond for tree plantings in green spaces or outlots.
- b) Instead of planting trees required by the City's Tree Ordinance within the parkway such trees shall be planted within 6 and 10 feet of any front and side lot lines which abut a street in a "public tree easement" to be shown on a final plat and to insure compliance with the City's Tree Ordinance, the Subdivision Covenants shall state, "The landscaping on all lots shall contain within one (1) year from the completion of construction, the number, size and type of trees required by City Ordinance, except such trees shall be located within 6 and 10 feet of the front and side lot lines which abut a street, instead of within the street right-of-way."; and the final plat of each Phase shall contain a platted "public tree easement" for each lot; and
- c) Existing trees on a lot or green spaces that conform to the City's Tree Ordinance, as modified by this Annexation Agreement, shall be a credit against new trees required by the City's Tree Ordinance; and
- d) The Developer will be responsible for complying with the City's Tree Ordinance as to each built upon lot for two (2) years after final approval of the final plat for each Phase. Thereafter, compliance with the City's Tree Ordinance for each lot shall commence upon the date of the issuance of a Residential Building Permit and the responsibility for any Performance Bond and tree replacement shall be upon the applicant for a Residential Building Permit.

15. IEPA:

The City agrees to cooperate with the Owners in the procurement and execution of all necessary applications for permits to the Illinois Environmental Protection Agency (EPA), Army Corps of Engineers (CORPS) and/or the Illinois Department of Transportation for road access and the construction and use of the sewer and water mains described herein, as well as the construction of roadways and the storm water detention areas located within wetlands, if any, on the Subject Property.

16. STREET CONSTRUCTION AND TRAFFIC SIGNS:

The Developers will construct all streets in the Subdivision in accordance with the City of Ottawa Subdivision ordinance, except certain streets unique to the design of this development need not be strictly in compliance with the subdivision regulations, as follows:

- a) All streets located in the common green areas or with center islands in the cul-de-sacs would be constructed with a back to back curb dimension of 24 feet. The pavement structure would be as required by the Subdivision Ordinance in effect on the date of this Agreement, or as shown on the Preliminary Plat, and sidewalks need not be constructed on green areas or within cul de sac islands.
- b) The alley located between Lots 40 through 59 would be 18 feet wide with no curb and gutter. The center of the alley would be inverted to allow for storm drainage. The pavement structure would be as shown on the Preliminary Plat except there shall be 9" gravel base on a geotextile pavement support fabric and a 3" bituminous concrete surface. The use of the alley would be for the residents to access their garages, which would be at the rear of the homes. Driveways would not be allowed from the streets at the front of Lots 40 through 59.
- c) The North-South Road adjacent to the East side of the Development shall be renamed "Autumnwood Drive:".
- d) As much as possible, the existing airport runway would be used as a street, as shown on the Preliminary Plat for Autumnwood. The initial 700 to 800 feet Southwesterly from Autumnwood Drive would be a boulevard with an 8 foot wide planting island and 20 feet wide traffic lanes. Owners will be allowed to use for boulevard construction, parts of the existing runway, should the lot layout for the particular Phase so allow.
- e) Approximately 2200 feet on the West side of Autumnwood Drive from the North line of Autumnwood to the Southeast Corner of Lot 3 in Airport Estates Subdivision will be completed with curbs and gutters, pavement widening, bituminous surfacing, excavation, and storm sewers with the City paying 50% and the Owner paying 50% of costs. Such work to be completed prior to approval of the Fourth Phase of Autumnwood and will not be subject to the security requirements of paragraph 26 following.
- f) The City will cause to have all street and traffic signs installed at no cost to the developers at locations desired by the City.

17. HARTLEY PROPERTY PARK ACCESS:

- a) If prior to Owners submission for approval of a Final Plat of a Phase containing Lots 146, 165, 166 and 167 of the Preliminary Plat the City acquires property owned by HARTLEY OF ILLINOIS, INC., hereafter "HARTLEY" and located immediately South of proposed Lots 165, 166, 167, 177, 178, and 179 in Autumnwood for public park purposes, the Owners agree to reconfigure Lots 146, 165, 166 and 167 to provide public access to the park and give the City approximately 0.8 acres located immediately North of the Hartley Property, as shown on Exhibit "C", provided that the City construct a park access road from the street fronting on Lots 143, 144, 145 and 146 of the Preliminary Plat to the Park.
- b) If the City acquires, for park purposes, the Hartley property prior to Owners development of a Phase adjacent to the Hartley property, Owners will give the City an easement for vehicular access to the Hartley property over and across that part of Owner's property as selected by the City, proposed to be used by Developers for future streets, with the old existing airport runway to be used as much as possible for this easement. Until Developers commence construction of a City Street on any part of the easement, the City shall be responsible, at its cost, to construct and maintain the access easement to the Hartley property.
- c) The City's construction of the access easement and lighting, if any, shall be as desired by the City, but shall not be of a type, or located so as not to be usable by Developer in future street construction. In addition, the City's construction and use of the access easement shall not impede or interfere with storm water drainage or interfere with construction of the Development.
- d) The Developer will provide alternate access to the Hartley Property whenever the City's access easement is blocked because of Developer's construction of subdivision streets.

18. COMMON AREAS AND/OR PARKS:

The developers will convey any or all of the common areas in any Final Phase to a Property Owners Association no later than one (1) year after 80% of the lots in Autumnwood have been sold. The Developer until conveyance, then the Property Owners Association would be responsible for maintenance and upkeep of the common areas pursuant to a Declaration substantially similar to Exhibit "D".

19. ROSE CORSINI PARCEL:

Part of the 2.3 ± acre property located along the South side of the runway, about 1,000 feet Southwest of the Northeast end of the runway and labeled "Rose Corsini" on the Preliminary Plat, may be acquired and dedicated to the City as a public community park, provided:

- a) Owners can obtain the property at reasonable cost with a clear title;
- b) Environmental problems with the property can be resolved in a reasonable time and at a reasonable cost as determined in the sole discretion of the Owners;
- c) The City and the Owners will cooperate in connection with applying for any clean-up grants that may be available; and
- d) As to any amounts not covered by any grants, the City will reimburse Developer 50% of the Developer's cost of inspection and testing (estimated at \$30,000.00), with the City's share not to exceed \$15,000.00 and if the Corsini property is given a "no further remediation" letter by the IEPA, or IEPA otherwise determines that no remediation, or further remediation is necessary, the City will reimburse Developer 50% of developer's cost of remediation (with the City's share not to exceed \$25,000.00) provided Developers amend the Preliminary Plat in accordance with Exhibit "C", pg.2 and convey to the City part of the Corsini property for park purposes.
- e) Owners reserve the right not to acquire the Corsini property and the City reserves the right not to participate in the cost of remediation if clean-up grants are not available and estimated clean-up costs to the Owners and the City exceed \$50,000.00. If the Corsini property is not acquired and made suitable for park purposes, Owners will dedicate to the City the proposed park shown on the Preliminary Plat between Lots 190 and 193 for park purposes in connection with the Final Plat of the Phase containing said Lots 190 and 193.

20. STREET LIGHTS:

City will cause to have basic street lights installed as available from the local utility, if the developers so desire, at no cost to the developers at locations desired by the City. At the option of Developers, the City will, at time of initial installation, upgrade the lights to a decorative style, provided Developer pays a sum to the City equal to the present value of the City's estimated additional cost for ten (10) years for decorative, instead of basic street light fixtures.

21. INSPECTION:

The Developer will pay for such testing and inspections reasonably required by the City to insure that all public improvements constructed by the Developers within the subject property comply with City Ordinances in effect on the date of this Agreement, and have been constructed in a good and workmanlike manner.

Public improvements for each phase are to be certified by the developer's engineer at developer's costs, that the required public improvements have been installed in a good and workmanlike manner before such improvement(s) will be accepted by the City.

22. REPRESENTATIONS OF CITY:

- a) Subject to compliance with City requirements, Developer will have right to connect onto City water and sanitary sewer as shown in the Preliminary Plat;
- b) Developers will not be liable under any recapture agreements between City and third parties for connecting onto any City utilities or streets;
- c) During the first ten (10) years of this Agreement Developers will not be liable for any fees or assessments (or increases in same) other than as recited in this Agreement, unless Developer acts as a builder of a residential unit, in which case the Developer is subject to the then current fees, permits and assessments for that building unit;
- d) City approval of this Agreement is in compliance with law and all City Ordinances, the City has the power to enter into this Agreement and by proper action has been duly authorized to execute, deliver and perform this Agreement.

23. LAKWOOD DRIVE RAVINE CROSSING:

The construction of Lakewood Drive, as shown on the Preliminary Plat across the ravine South of the Corsini Property, contemplates an unusually long culvert and long grade from the road to the bottom of the ravine. Subject to Developer's compliance with applicable road specifications for such a ravine crossing, and satisfactory completion of construction, the City agrees to accept and maintain the Lakewood Drive Ravine crossing.

24. PHASE DEVELOPMENT:

The subject property will be developed in Phases, with the Final Plat of each Phase conforming substantially to the Preliminary Plat of Autumnwood and as amended, if applicable, by Exhibit "C", Page 2 attached hereto. For the first ten (10) years of this Agreement, unless a future Phase deviates substantially from the Preliminary Plat, each future Phase shall be subject only to fees in the amounts existing as of the date of this Agreement and recited herein, but exempt from any future, new fees or assessments, or increases in any existing fees or assessments imposed by the City on developments including, but not limited to, Plat fees, plat review fees, plan review fees, construction monitoring inspection or coordinating fees, final phase fees, filing fees, permit fees, tree fees, impact fees or growth fees.

The City shall approve a Final Plat that complies substantially with this Agreement and the Preliminary Plat, as amended, if applicable by Exhibit "C", page 2.

25. AGRICULTURAL USE OF OLD OTTAWA AIRPORT:

- a) The parties agree that the undeveloped part of the Subject Property may be used for the agricultural uses (other than raising livestock) and all said agricultural uses shall be considered legal, nonconforming uses.
- b) The City will rebate to the Developer or abate the real estate taxes received by or due to the City on any part of the subject property that is not part of an approved final plat and is assessed by the LaSalle County Assessor on the basis of a commercial, instead of agricultural use.

26. SECURITY:

- (a) In lieu of any bonds or deposits required to guarantee construction or performance under applicable City Ordinances or regulations, including the City's Tree Ordinance, Owners, at their election, may furnish to the City an irrevocable Letter of Credit (hereafter referred to as "Security") in a form approved by the City, in an amount equal to one hundred (100%) per cent of the cost estimate therefor as approved by the City Engineer.
- (b) Except as otherwise provided in this Agreement, it is understood that the security shall apply only to (i) "growth fees"; (ii) those public improvements for which a bond or letter of credit is required by the City's Subdivision Ordinance; and (iii) the City's Tree Ordinance, but only as to those lots on which a residential building permit is applied for within two (2) years from the date of final approval of a final plat for each Phase.

- (c) In addition, the City agrees that on all Plats of Subdivision affecting any portion of the Subject Property, the Owners, developer and their respective assigns shall not be required to post the security concurrent with submission to the City for review of a final Plat of Subdivision. Instead, the City agrees to review final Plats of Subdivision along with the accompanying engineering plans, and if the same are acceptable, the City shall furnish a letter to the Owners or developer that said plat and engineering will be approved and will be executed by the City when the Owners or developer delivers proof of the security to the City.

27. A. ON-SITE AND OFF-SITE IMPROVEMENTS:

The City agrees that, after a final Plat of a Subdivision Phase is recorded and the security for public improvements is accepted by the City, the Owners and/or developer shall not be required to construct all on-site and off-site improvements prior to issuance of permits for buildings or improvements on any portion of said subdivided land. Rather, the Owners shall be allowed to construct the required off-site and on-site improvements simultaneously with the issuance of a building permit for individual lots and/or buildings. However, all off-site and on-site improvements (except the bituminous asphalt surface course on roads and landscaping), serving any said lot or building shall be installed by Owner and operational before an occupancy permit is issued for said building, or before the residence can be occupied.

B. PARTIAL ACCEPTANCE OF IMPROVEMENTS:

- a) The City may accept for maintenance, partial improvements to a Phase or Phases, such as watermains, and sanitary sewers, or roads and storm sewers, provided the owners furnish to the City copies of all required tests and the City has conducted its normal inspection procedures of those improvements for such acceptance. Owners shall maintain the roads, watermains, storm and sanitary sewers, including erosion control and cleaning, until acceptance by the City.
- b) If any of the improvements are completed and otherwise acceptable, the City will accept the improvements and reduce the security (pledged pursuant to paragraph 26) proportionately, if the developer accepts responsibility for clean-up and maintenance caused by construction occurring within the Phase until two (2) years from the date of a final plat, or until final acceptance, whichever is later.
- c) Owners agree to maintain road access, including, but not limited to repairs and snow plowing until acceptance of the improvements by the City. However, the owner may request in writing that the City provide the snow plowing until such acceptance, provided that all manholes, valve boxes and other protrusions are at least 1" below the then existing surface and further that the owners hold the City harmless for any damages to the partial improvements caused by the snow plowing.

28. TRANSFER:

It is specifically understood and agreed that the Owners and their successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Subject Property and the improvements thereon to other persons, trusts, partnership, firms, limited liability companies or corporations for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms, limited liability companies or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Owners have under this Agreement and upon such transfer, such obligations shall be the sole obligation of the transferee, except for any escrow posted by Owners on any subdivided or unimproved property for which an acceptable substitute Security has not been submitted to the City.

29. TIME IS OF THE ESSENCE:

It is understood and agreed by the parties hereto that time is of the essence of this Agreement, and that all of the parties will make every reasonable effort, including the calling of special meetings, to expedite the subject matter hereof; it is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

30. APPROVAL OF PLAT UPON REQUEST:

The City agrees that upon request by Owners, the City will approve a Final Plat of a Subdivision Phase that is in conformance with the Preliminary Plat attached hereto as Exhibit "C".

31. BINDING AGREEMENT:

This Agreement is binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the date hereof, as provided by Statute and to the extent permitted thereby, It is agreed that in the event that the annexation of the Owner's real estate or the terms of the Agreement are challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in the calculation of said twenty (20) year period.

32. COVENANTS RUNNING WITH THE LAND:

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, including the City, its Corporate Authorities and their successors in office and is enforceable by order of the Court pursuant to its provision and the applicable Statutes of the State of Illinois.

33. SUPERCEDES:

This Agreement shall supercede and replace the Pre-Annexation Agreement dated 10/17/95 by and between PETER DILLEY and TERRY SPEIRER as Owner, and the City.

34. INVALIDITY:

If any provision of this Agreement is declared invalid or ilegal by a court of competent jurisdiction, then said provision shall be excised herefrom and the remainder of the Agreement shall not be affected thereby

IN WITNESS WHEREOF, the Corporate Authorities and the Owner have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal shall be attached hereto, all on the date and year first above written.

CITY OF OTTAWA, A Municipal Corporation,

YOELE DEVELOPMENT, L.L.C.
an Illinois Limited Liability Company,

BY: [Signature]
Its: MAYOR

BY: [Signature]
Its: MANAGER

ATTEST:

EDDY GROUP, L.L.C., an Illinois Limited Liability,

BY: Elizabeth A. Taylor
Its: City Clerk

BY: [Signature]
Its: Manager

APPROVED AS TO FORM:

BY: [Signature]
Its Attorney

BY: [Signature]
Its Engineer

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert M. Eschbach and Elizabeth A. Taylor, personally known to me to be the Mayor and Clerk, respectively, of the CITY OF OTTAWA, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk of said City appeared before me this day in person and acknowledged that they signed and delivered the said instrument and caused the Seal of said City to be affixed thereto pursuant to the authority given by the City Council ~~and~~ of said City as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of August, 2000.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARTIN YOESELE and GILES EDDY, Managers, of YOESELE DEVELOPMENT, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such managers, appeared before me this day in person and acknowledged that they being thereunto duly authorized, signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of AUGUST, 2000.

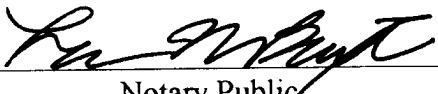


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GILES EDDY, Manager, of EDDY GROUP, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such managers, appeared before me this day in person and acknowledged that they being thereunto duly authorized, signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of AUGUST, 2000.



Notary Public

PREPARED BY AND RETURN TO:

LAWRENCE W. BAXTER, P.C.
Attorney At Law
417 W. Madison Street
Ottawa, IL 61350
Ph: (815) 433-0363

CITY OF OTTAWA - YOESLE

ANNEXATION AGREEMENT

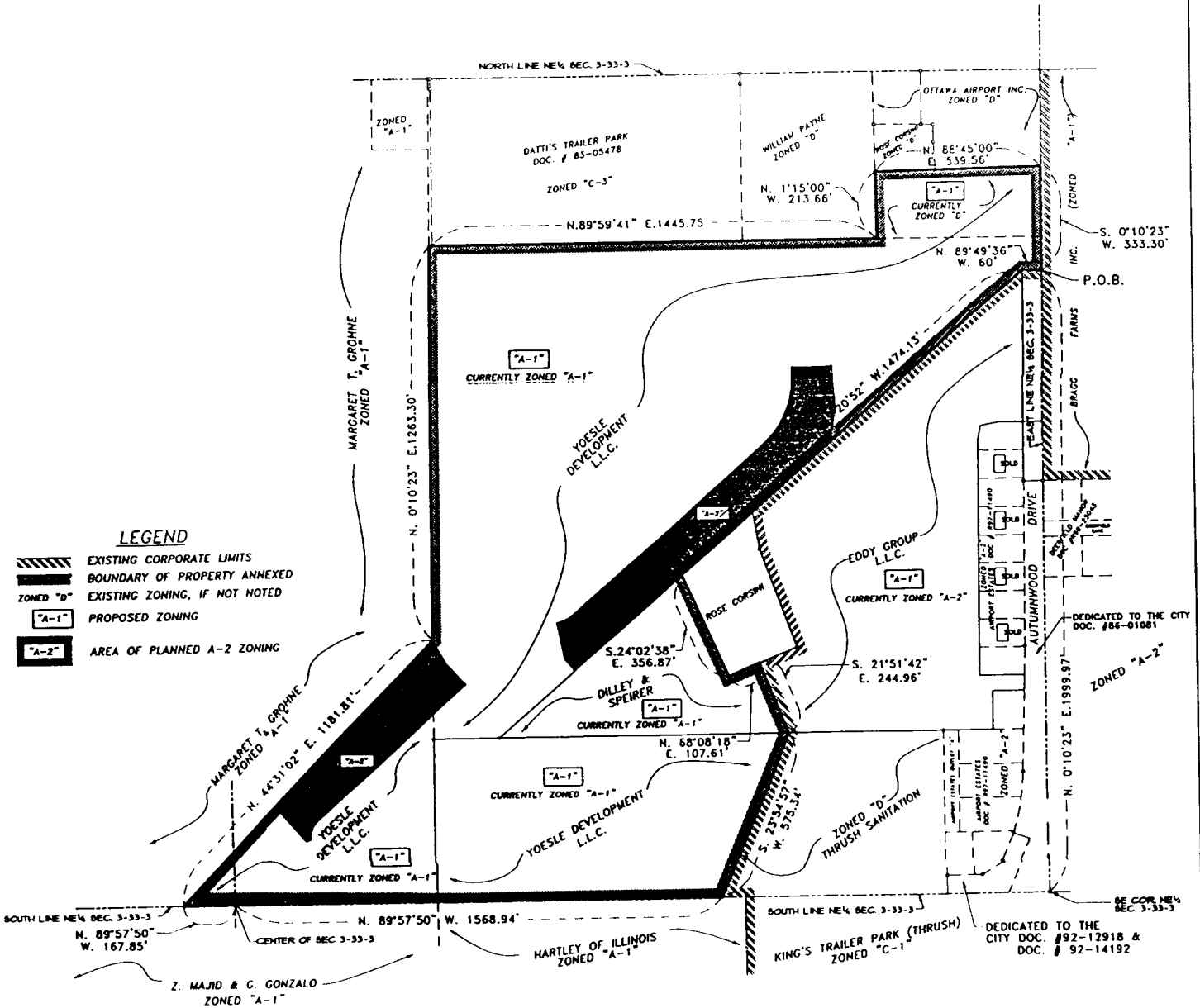
<u>EXH.</u>	<u>DESCRIPTION</u>	<u>PAGE OR PARA.</u>
A	Description of the Yoesle Property and Annexation Plat	Page 1, 3 Par. 4
B	Description of the Eddy Property	Page 1, 3
C. Pg. 1	Preliminary Plat	Page 1 Par. 11, 30
C. Pg. 2	Plat Change if Corsini Property becomes a Public Park	Par. 19
D.	Declaration of Covenants, Restrictions, Easements and Property Owners Association	Par. 18, 14(b)

ANNEXATION PLAT

CITY OF OTTAWA, ILLINOIS

DESCRIPTION OF PROPERTY ANNEXED

Part of the North Half of Section 3, Township 33 North, Range 3 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section 3; thence North 0°10'23" East 1999.97 feet along the east line of said Northeast Quarter to the POINT OF BEGINNING; thence North 89°49'36" West 60.00 feet; thence South 49°20'52" West 1474.13 feet; thence South 24°02'38" East 356.87 feet; thence North 68°08'18" East 107.61 feet; thence South 21°51'42" East 244.96 feet to a point on the north line of the South 526.09 feet of said Northeast Quarter; thence South 23°54'57" West 575.34 feet to the south line of said Northeast Quarter; thence North 89°57'50" West 1568.94 feet along the south line of said Northeast Quarter to the southwest corner of said Northeast Quarter; thence continue North 89°57'50" West 167.85 feet along the south line of the Northwest Quarter of said Section 3; thence North 44°31'02" East 1181.81 feet to the west line of the East 120 acres of the Northeast Quarter of said Section 3; thence North 0°10'23" East 1263.30 feet along the west line of the East 120 acres of said Northeast Quarter; thence North 89°59'41" East 1445.75 feet parallel with the East 120 acres of said Northeast Quarter; thence North 1°15'00" West 213.66 feet; thence North 88°45'00" East 539.56 feet to the east line of said Northeast Quarter; thence South 0°10'23" West 333.30 feet along said east line to the POINT OF BEGINNING, containing 69.380 acres, more or less, situated in Ottawa Township, LaSalle County, Illinois and subject to the rights of the public in and upon that portion being used as a public highway.



LEGEND

- EXISTING CORPORATE LIMITS
- BOUNDARY OF PROPERTY ANNEXED
- ZONED "D" EXISTING ZONING, IF NOT NOTED
- "A-1" PROPOSED ZONING
- "A-2" AREA OF PLANNED A-2 ZONING

SURVEYOR'S CERTIFICATE

I, Michael A. Etscheid, Illinois Professional Land Surveyor, hereby certify that to the best of my knowledge and belief that the within map is a true and correct representation of property annexed to the City of Ottawa pursuant to Ordinance No. _____

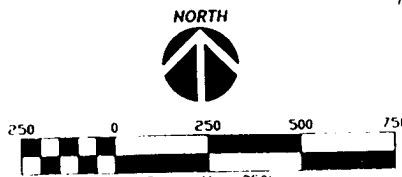
TOTAL ACRES ANNEXED = 69.380

EXHIBIT "A"

Dated this _____ day of _____ A.D.,

Michael A. Etscheid
 Illinois Professional Land Surveyor
 No. 35, 2757

EXA A



ANNEXATION PLAT		DRAWN BY
AUTUMNWOOD YOESLE DEVELOPMENT L.L.C.		J.M.I.
Michael A. Etscheid & Associates Inc.		CHECKED BY
ENGINEERS, SURVEYORS & ARCHITECTS		J.M.I.
1364 CENTRE CIRCLE OTTAWA, ILLINOIS 61204 815-454-3923		JOB NUMBER
1715 N. DEWITT STREET P.O. BOX 506 MORRIS, ILLINOIS 60450 815-941-2505		2910
		SHEET NO.
		1 OF 1

ANNEXATION AGREEMENT

EXHIBIT "B"

"EDDY PROPERTY"

Part of the East 120 acres of the Northeast Quarter of Section 3, Township 33 North, Range 3 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section 3; thence North 89°57'50" West 331.00 feet along the south line of said Northeast Quarter; thence North 0°10'23" East 526.09 feet parallel with the east line of said Northeast Quarter to a point on the north line of the South 526.09 feet of said Northeast Quarter, said point being the POINT OF BEGINNING; thence South 89°57'50" East 164.19 feet along the north line of the South 526.09 feet of said Northeast Quarter to the southwest corner of Lot 6 in Airport Estates-Phase I, according to the plat thereof recorded July 21, 1997 as document #R97-11490 in the LaSalle County Recorder's Office; thence North 0°02'10" East 124.33 feet along the west line of said Lot 6 to the northwest corner of said Lot 6; thence South 89°47'54" East 94.48 feet along the north line of said Lot 6 to the northeast corner of said Lot 6; thence North 1°45'01" East 50.02 feet along the west right-of-way line of Corsini Drive to the southeast corner of Lot 7 in said Airport Estates-Phase I; thence North 89°47'54" West 137.53 feet along the south line of said Lot 7 to the southwest corner of said Lot 7; thence North 0°28'41" East 810.01 feet along the west line of said Airport Estates-Phase I to the northwest corner of Lot 15 in said Airport Estates-Phase I; thence South 89°47'54" East 140.06 feet along the north line of said Lot 15 to the northeast corner of said Lot 15; thence North 0°28'08" East 488.37 feet along the west right-of-way line of said Corsini Drive to the northeast corner of Lot 18 in said Airport Estates-Phase I; thence South 49°20'52" West 1166.63 feet along the north line of said Lot 18 and along the southwesterly extension of the north line of said Lot 18; thence South 9°52'54" East 121.33 feet; thence South 20°09'46" East 336.31 feet; thence South 68°08'18" West 132.39 feet; thence South 21°51'42" East 244.96 feet to the north line of the South 526.09 feet of said Northeast Quarter; thence South 89°57'50" East 506.45 feet along the north line of said South 526.09 feet to the POINT OF BEGINNING, containing 18.103 acres, more or less, situated in the City of Ottawa, LaSalle County, Illinois.

Lots 1 through 7, inclusive, 9, 11, 13 and 15 through 18 inclusive, Outlot A and Outlot B of the Final Plat of Airport Estates - Phase I, a Subdivision of part of the Northeast Quarter of Section 3, Township 33 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded 21 July, 1997 as Document No. 97-11490; ALL SITUATED IN OTTAWA TOWNSHIP, ALL SITUATED IN LASALLE COUNTY, ILLINOIS.

(Recorder's Office)

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
AND PROPERTY OWNERS ASSOCIATION FOR
AUTUMNWOOD SUBDIVISION
PHASE I

ARTICLE I

YOESLE DEVELOPMENT, L.L.C. and EDDY GROUP, L.L.C., both an Illinois Limited Liability Company, as the Developers of Autumnwood Subdivision, Ottawa, IL in multiple phases with storm water retention facilities, outlots, green spaces and a lake upon portions of Autumnwood Subdivision and utility, drainage and access easements, if any, shown on the Plat hereby establishes the following Declaration of Covenants, Restrictions, Easements and Property Owners Association hereafter "DECLARATION" for Phase ___ of Autumnwood Subdivision, hereafter referred to as the "Subject Property". This Declaration is to bear against and affect the Subject Property, and shall be covenants running with the land, on the terms, conditions and specifications hereafter set forth.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1:

The real property which is subject to this Declaration of Covenants, Restrictions, Easements and Property Owners Association is legally described as:

Autumnwood Subdivision, Phase I
in the City of Ottawa, LaSalle County, IL

SECTION 2:

Add on Authority: Declarant shall have the right, power and authority, without the consent of any Owner, to amend this Declaration by adding an Autumnwood Subdivision Phase, lot or lots to the Subject Property, and to submit said Phase, lot or lots to this Declaration, anything contained in this Declaration to the contrary notwithstanding.

SECTION 3:

Exceptions and Changes in Future Phases, Condominium Developments: Declarant, for itself and its successors and assigns, hereby reserves the right to enter into written agreements or different declarations without the consent of any Lot Ownerships to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidenced by any grantee of any Lot in the Subject Property or property subject to future Phases of Autumnwood Subdivision as determined in the sole and absolute discretion of Declarant. Any such deviation shall not constitute a waiver of any provision of this Declaration as to any other Lot in the Subject property.

To the extent reasonable, practical and conducive to future development, Developer will impose this same Declaration on all future Phases of Autumnwood Subdivision, but hereby reserves the right to change this Declaration in whole or in part as to any future Phases of Autumnwood Subdivision, such as a separate, or additional, Association or Covenants for alley lots, lake lots or condominium lots. Deviations in the Declarations for future Phases should be summarized in Article IX hereof.

ARTICLE IIIDEFINITIONS

The following words when used in this Declaration have the following meanings:

(a) ANNEXATION AGREEMENT: The Annexation Agreement by and between the Developer and the City of Ottawa dated January _____, 2000 and recorded as Document No. 2000-_____.

(b) ASSOCIATION: The AUTUMNWOOD PROPERTY OWNERS ASSOCIATION, INC. (or other name) an Illinois not-for-profit Corporation to be created and incorporated by Declarant, to own and manage the common areas.

(c) AUTUMNWOOD SUBDIVISION: The real property shown in the Preliminary Plat and described in the Annexation Agreement.

- (d) BOARD: Members of the Board of Directors who are elected by the Association.
- (e) CITY: The City of Ottawa.
- (f) COMMON AREAS: Outlots, green spaces, easements, retention areas, and lakes conveyed by the Developers to the Association.
- (g) DECLARANT: YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, its successors and assigns.
- (h) DEVELOPER(S): YOESLE DEVELOPMENT, L.L.C., an Illinois Limited Liability Company or EDDY GROUP, L.L.C., an Illinois Limited Liability Company, their successors and assigns.
- (i) DETENTION FACILITY: Those improvements, as shown on the Plat, including contours and grading, required pursuant to applicable codes and ordinances of the City to detain storm water; the storm sewers outletting the detention areas and the common collection storm water sewer and fixtures, and appurtenances incidental thereto and including those areas described as storm water and drainage easements on the Plat.
- (j) LOT: A lot located within the Subject Property subdivision plat which has been properly approved and recorded and suitable for residential housing. The Green Spaces and Outlots shall not be included within this defined term.
- (k) LOT OWNERSHIP: Fee simple ownership of a Lot.
- (l) OCCUPANT: A Person or Persons, other than Owner, in possession of a Lot.
- (m) OUTLOT OR GREEN SPACE: Vacant land owned by Developers or the Association which cannot have residential or commercial units.
- (n) OWNER: A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any Lot Ownership, where title is held by Developer, Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by Deed in Lieu of Foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.
- (o) PRELIMINARY PLAT: The Preliminary Plat of Autumnwood Subdivision (all Phases) dated _____, 2000 and approved as part of the Annexation Agreement.
- (p) SUBJECT PROPERTY: The real estate described in ARTICLE II.

ARTICLE IVCOVENANTS AND RESTRICTIONS
FOR AUTUMNWOOD SUBDIVISION - PHASE

1. Each and every lot in Autumnwood Subdivision, Phase ____, shall be subject to the following Covenants and Restrictions and which shall be binding on all owners of said lots "their successors and assigns" and persons claiming under them.
2. All areas marked "Utility Easement" on the Plat of Subdivision are dedicated and reserved for the installation and maintenance of public utilities and where adjacent to a "Public Tree Easement" can be used for access to the Public Tree Easement. Bushes and shrubs, but not trees, may be planted within a utility easement, but are subject to the rights of a utility company to maintain and repair its utility service. All areas marked "Public Tree Easement" are dedicated and reserved for planting and maintenance of trees in compliance with and subject to the City's Tree Ordinance. All areas marked "Drainage Easement" are dedicated and reserved for surface and subsurface drainage facilities. All areas marked "Public Access" are dedicated and reserved for passage of the public if accepted by the City, otherwise, for passage of only owners, occupants and their guests if controlled by the Developer or Association. All areas marked "reserved for future roadway purposes" or "reserved for future utility purposes" are dedicated and reserved for passage of the public and utilities, but only if accepted by the City. No action or improvement will be allowed that would interfere with the purpose of an easement. Trees already existing within a parkway or utility easement need not be removed because of an easement restricting new trees.
3. A closed garage must be built attached to the dwelling and shall be no less than a two car garage, except a duplex or townhouse shall be built with no less than a one car garage.
4. No dwelling erected on any lot in said Subdivision shall exceed two stories in height. No old houses or any type of old building shall be moved upon a lot for building or remodeling.
5. No trailer, basement, tent, shack, garage, camper or other outbuilding erected on any lot shall at any time be used as a residence or living quarters temporarily or permanently, nor shall any structure of a temporary character be used as a residence or living quarters.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Trash and garbage shall be placed in suitable containers and placed in inconspicuous locations.
7. No excess excavated earth shall be removed from the development unless written approval is obtained from the Declarant. All such material shall be deposited at a location within the development as may be designated by the Declarant.

8. All homes must be architecturally harmonious with the neighborhood and all residential building plans must be approved and initialed by the Declarant. No metal structures will be allowed.
9. Minimum Living Area. The gross interior living space of the house must meet the following minimum area requirements. Portions of the house which are below the finished grade elevation or are unfinished will not be included within the minimum area calculation. Garages, porches and balconies will not be included within the minimum living area calculation.

Single Family one story	-	1400 square feet
Other than one story	-	1800 square feet
Town Homes & Duplexes	-	850 square feet per unit

10. All driveways shall be paved with concrete, or decorative brick. Driveways with bituminous paving or other materials will require the consent of the Developer. The landscaping on all lots shall contain within one (1) year from the completion of construction, the number, size and type of trees required by City Ordinance, except such trees shall be located within 6 and 10 feet of the front and side lot lines which abut a street, instead of within the street right-of-way. All Foundations shall be designed to conform to finished ground elevations and a maximum of 6" of exposed foundation shall be visible in the front from the street. A brick ledge or nailer strips shall be provided to assure that the siding material conforms to this.
11. All of the lots shall be used as residential lots, and no building shall be erected or maintained thereon unless it be a dwelling house equipped for occupancy as a private residence by a single family only, except lots _____ to _____ may be used for town homes or duplexes, and except outbuildings, compatible with the architectural style of the residence are allowed, subject to City Ordinance.
12. No fence, hedge, or enclosure more than 6' in height shall be built or grown upon any lot in said Subdivision, and any such fence, hedge, or enclosure shall be of an ornamental type.
13. No business of any kind shall be conducted on any lot. Provided, however, a home occupation as herein defined shall not be construed as a business. Home occupation shall be defined as an occupation carried on only by members of the family residing on said lot within a residential building and shall not include the use of any mechanical equipment other than that which is usual for purely domestic or hobby purposes and further shall not include exterior display or exterior signs. There shall be no exterior storage or equipment or materials used in such home occupations. Home occupations shall not include any wholesale or retail business unless conducted entirely by mail or telephone which do not involve the sale, receipt or delivery of merchandise on the premises and shall further not include any manufacturing business, any service establishment of any kind operating on or from the premises, any clinic, hospital, public stable, dog kennel, restaurant, veterinary or animal hospital nor any other activity which produces noxious matter, is a public hazard or nuisance or in any manner depreciates the value of surrounding property.

14. If all, or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six months after the damage occurs and shall be completed within ten months after the damages occurs unless prevented by causes beyond the control of the owner or owners.
15. All utilities served from public easements are to be underground.
16. There shall be no satellite dishes in yards facing the street.
17. Drainage swalls shall be constructed along the side and rear lot lines as required to provide positive surface drainage from each lot.
18. Construction of a residence on a lot must start within one (1) year from the date of purchase of a vacant lot from the Developer. Any application to the City for a Building Permit for a new residence after the date of _____ must be accompanied by a deposit or Performance Bond as required by the City's Tree Ordinance. Start of construction shall be evidenced by excavation for a foundation or basement. Exterior of the residence must be completed within six (6) months of excavation start and all driveways, sidewalks and landscaping must be completed within one year of excavation start. Date of purchase shall be the date of the Deed from the Developer. In the event of a violation of this Covenant, the Developer shall have the option (but not the obligation) until two (2) years from the date of the Deed to repurchase the lot at the Developer's original selling price, plus 3% interest per annum, less proration of taxes, liens and encumbrances against the lot.

The option granted in this paragraph 18 shall expire two (2) years from the date of a Deed from the Developer and can only be extended by the recording of a written extension; (ii) can only be exercised by a Developer, or its successor; (iii) and nonexercise or waiver of the option to one or more previously sold lots shall not constitute a precedent or waiver of Developer's right to exercise this option as to future lot sales.

19. Alley lots. No driveways or curb cuts should be allowed on the front of any lot adjoining an alley, and the rear building setback on any lot adjoining an alley shall be 20 feet.
20. Duplex or Town House Lots. Each unit shall have separate utility services, side yard setbacks shall not apply to the common wall sides and no unit owner or occupant can change or alter the exterior (including color) without the consent of all unit owners of the same duplex or building.
21. Lake lots. Developer reserves the right to dedicate and reserve public access to any lakes within Autumnwood Subdivision until all lots adjoining a lake have been sold by the Developer.

22. These covenants are to be considered supplementary to City and all other applicable Ordinances and laws. In cases where the City or other Ordinances or laws are more restrictive than these Covenants the other Ordinances or laws shall apply.
23. The Developer and Declarant, as used herein, is defined in Article III.
24. These Covenants and Restrictions may be enforced by the Developer, Declarant, Association or any lot owner in Autumnwood Subdivision, Phase ____, except Covenant No. 18 can be enforced by only the Developer.

ARTICLE V

EASEMENTS AND ROADS

- SECTION 1: Drainage, Public Access and Storm Water Detention Easements. Developer has or will convey to the City, or if refused by the City, to the Association the Detention Areas and those easements for public access, drainage and storm water detention as shown on the Plat. Each Owner of a Lot within the Subject Property shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions.
- SECTION 2: Easements To Run With The Land. All public access, tree, utility and drainage easements on or with respect to any lot within the Subject Property and shown on the Plat of Subdivision are easements appurtenant to and running with the land, perpetually in force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and any Owner, occupant, purchaser, mortgagee and other person having an interest in any lot upon which such easement is located and its or his heirs, grantees, successors and assigns.
- SECTION 3: Roads and Alleys. Developer hereby dedicates the areas shown as "Roads" or "Alleys" to the City as a public right-of-way.
- SECTION 4: Outlots and Green Spaces. Developer has or will convey to the Association, the areas shown on the Plat as an Outlot or Green Space and use of these areas shall be exclusively restricted to lot owners and their guests accompanied by lot owners. The Association may adopt and enforce such rules and regulations for each outlot or Green Space as approved by two-thirds (2/3rds) of the Owners of Lots with houses fronting onto a Green Space or Outlot.

SECTION 5: Temporary Work Space: A twenty (20') foot temporary work space shall be deemed to exist adjacent to all utility and drainage easements in favor of the City and utility company owning the installed utility service, except where improvements have been constructed or may be constructed in the future. Use of temporary work space shall require repair and/or payment of damages, if any, caused by such use.

ARTICLE VI

CREATION OF AUTUMNWOOD SUBDIVISION PROPERTY OWNERS ASSOCIATION

SECTION 1: Association. At any time, but no later than one (1) year following sale of 90% of the lots in Autumnwood Subdivision, the powers and authorities of the Association as set forth throughout this Declaration, including, without limitation, the ownership, management, and maintenance of the common areas, together with the powers and authorities of the Declarant as set forth throughout this Declaration, except as otherwise expressly reserved unto Declarant hereunder, shall be vested in an association having the name "AUTUMNWOOD SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.", or such other name chosen by Declarant and acceptable to the Illinois Secretary of State, being an Illinois not-for-profit Corporation formed by Declarant for such purpose. Until such time as the Declarant has caused such powers and authorities to be vested in the Association, such powers and authorities shall remain with the Declarant. Following creation of the Association, Declarant may convey ownership of the common areas and storm sewer and drainage easement rights to the Association that are not conveyed to the City. Until such conveyance, Declarant may exercise without limitation, all maintenance and management of the Common Areas.

SECTION 2: Association Membership. Each Owner, including Declarant, with respect to each Lot Ownership held by him or her, shall be a member of the Association so long as he or she is an Owner of a Lot. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when he or she ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of his or her obligation for any assessments which were levied or became due while he or she was a Lot Owner under this Declaration.

SECTION 3: Association Responsibilities and Limitations. The Association, acting through its membership, or its Board of Directors as the case may be, shall have the responsibility of (a) holding legal title to the Common Areas in its own name or the name of a land trust, the beneficial interest of which is owned solely by the Association, (b) enforcing and administering the terms of this declaration, (c) establishing and approving the annual budget (including necessary reserves), and (d) establishing and collecting assessments and arranging for the management and the maintenance, repair, and rehabilitation of the Common Areas. Nothing can be done however by the Association that would interfere with or change the development of Autumnwood Subdivision by the Developer.

SECTION 4: By-Laws. The Association may adopt such By-Laws, rules and regulations not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association, and may be changed from time to time as the Association deems advisable. The Association shall not be deemed, to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners and the ownership and maintenance responsibilities of the Association in accordance with the provisions of this Declaration.

SECTION 5: Voting Rights.

(a) There shall be one person with respect to each Lot Ownership (whether improved or vacant) who shall be entitled to vote at any meeting of the Association ("voting member"). The voting member may be the Owner or may be a person designated in writing by such Owner to act as proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for the purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person, the voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes, may be cast on behalf of any Lot Ownership. For these purposes, Developer may vote on behalf of each lot Developer owns and only lots in an approved final plat of a subdivision may vote.

(b) During any period in which a Lot Owner shall be in default in the payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

SECTION 6. Meetings.

(a) Location/Quorum. Meetings of the voting members shall be held at the Subject Property, or at such other place in the County as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon thirty (30) days notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members during the third quarter of each calendar year at such reasonable time and date as may be designated by the Board with notice given not less than thirty (30) days prior to the date fixed for such meeting.

(c) Special Meetings. Special meetings of the voting members shall be called by written notice authorized by a majority of the Board or by the voting members having one-third (1/3) of the total votes and given not less than seven (7) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this Declaration. The notice shall specify the date, time, and place of the meeting and the matters to be considered.

(d) Notices of Meetings. Notices of special meetings shall be delivered either personally or by mail (or e-mail) to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the taxpayer of record for such Lot, if no other address has been given to the Board. The thirty (30) day Notice of the annual meeting may be given in the same manner as for special meetings, or in the alternative by the posting of signs readable by passing vehicles at the South and North edges of Autumnwood Subdivision along Autumnwood Drive.

SECTION 7. Board of Directors.

- (a) At the initial meeting of the voting members, and at each annual meeting thereafter, a Board of Directors consisting of five (5) Lot Owners, shall be elected by a majority of the voting members, each to serve a term of three (3) years and until his successor is elected and qualified. Board members shall serve the Association without compensation. For purposes of incorporating the Association, Declarant may select an initial Board of Directors consisting of persons who may or may not be Lot Owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Directors at said meeting.
- (b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, and a Secretary-Treasurer who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and a Treasurer.
- (c) Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the remaining Directors until the next annual meeting of the members.
- (d) At any meeting of the voting members duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the voting members and a successor may then and there be elected to fill the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- (e) Until the first Board of Directors is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.
- (f) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

SECTION 8. Powers and Duties of the Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including, without limitation, the following:

- (a) To provide for the management, improvement, maintenance and repair of the Common Areas.
- (b) To enforce the terms of this Declaration and to enact such additional rules and regulations as are necessary for the use and enjoyment of the Common Areas; provided, all such additional rules and regulations are first approved by the written vote of not less than two-thirds (2/3) of the voting members of the Association with lots fronting onto the common area to be regulated.
- (c) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any special assessments against his Lot, and to collect the same, all in accordance with this Declaration;
- (d) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association, and the Board against such risks as the Board may in its discretion deem appropriate, provided, however, that in no event shall public liability insurance coverage be in an amount less than One Million Dollars (\$1,000,000.00) for each person and each occurrence;
- (e) To pay all taxes and other costs and expenses incident to the Common Areas and improvements utilized upon the Common Areas for the benefit of the Association;
- (f) To execute such grants of easement as may be necessary from time to time for any utility serving or crossing the Common Areas.
- (g) To deposit from time to time the credit of the Association funds in savings and checking accounts in such banks, trust companies, or other depositories as the Board may select;
- (h) To authorize any officer or officers, agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association;

(i) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the Board or his agent or attorney, for any proper purpose at any reasonable times;

(j) To provide the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within thirty (30) days.

(k) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Developer, the Lot Owners by the By-Laws or this Declaration.

SECTION 9: Indemnity of Board of Directors. The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Lot Owner arising out of any contract made by such members or officers or the managing agent, as the case may be, as agents for the Lot Owners or for the Association.

SECTION 10: Board's Determination Binding. In the event of any dispute or disagreement between the Lot Owners relating to the Common Areas or any question of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

ARTICLE VII

ASSESSMENTS

SECTION 1: Lien and Personal Obligation of Assessments. The Declarant, for each Lot Ownership, whether or not improved with a structure or structures owned by it, hereby covenant, to pay to the Association subject to the conditions and limitations expressed in Section 4 of this Article, and each Lot Owner other than the Declarant, by acceptance of the deed to his Lot Ownership, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and special assessments as hereinafter authorized, fixed,

established, and collected from time to time as hereinafter provided. All such annual and special assessments, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment became due.

SECTION 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Lot Owners' use of and benefits from the Common Areas and carrying out the responsibilities of the Association, including but not limited to the payment of taxes, insurance, and other costs and expenses incident to the creation, care, maintenance, repair and replacement of the Common Areas.

SECTION 3: Amount of Annual Assessment. The amount of the Annual Assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the Annual Assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-laws for the following year, and no greater for the first five annual assessments the amount of \$100.00 per lot.. Each annual Assessment shall be divided uniformly among the Lots, excluding the Common Areas.

SECTION 4: Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, applicable to that year only, a special assessment which may be assessed uniformly or according to benefits against all or just the Lots benefitted for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the common areas, or just some of the common areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5: Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

The presence in person or by proxy of voting members entitled to cast two-thirds (2/3) of all the votes of the Association shall constitute a quorum.

SECTION 6: Date of Assessment. The Declarant, until the first annual meeting of voting members, and thereafter, the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lot and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board, setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7: Effective of Non-Payment of Assessment; Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof (including reasonable attorneys' fees) as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns until paid. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the lot until satisfied.

If an assessment is not paid within thirty (30) days after the due date, a service charge shall be added to such delinquent assessment equal to one and one-half per cent (1-1/2%) thereof per month, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action.

SECTION 8: Subordination of the Lien to Certain Encumbrances. Notwithstanding anything contained herein to the contrary, the lien of the assessments shall be subordinate to the lien of any mortgage or trust deed in the nature of a mortgage now or hereafter placed upon the property subject to assessment or lien; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due from the lien of any such subsequent assessment.

ARTICLE VIII
GENERAL PROVISIONS

- SECTION 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this Declaration for the term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall become automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.
- SECTION 2: Waiver. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise. Failure by the Declarant or the Association to enforce any such provisions shall in no way be deemed a waiver of right to do so thereafter, nor shall any such failure to act be deemed a consent except to the extent otherwise expressly provided herein.
- SECTION 3: Amendment. This instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all of the Lot Ownerships. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the County Recorder of Deeds.
- SECTION 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- SECTION 5: Headings Not Controlling. The headings, sub-headings, and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of the Declaration.
- SECTION 6: Perpetuities and Other Rules of Property. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Chairman of the LaSalle County Board and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.

SECTION 7: Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings, chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

SECTION 8: Assignment of Declarant's Rights. Declarant, its successors or assigns, shall have the right to vest the Association with all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by the Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the County Recorder of Deeds, and Declarant, its successors and assigns, shall thereupon be relieved and discharged from every duty so vested in the Association.

SECTION 9: Application to Multiple Phases. To the extent reasonably practical and possible, all phases of Autumnwood Subdivision will be subject to the same Association.

ARTICLE IX DEVIATIONS

Deviations in this Declaration from the Declarations for Phase I exist in the following Articles and Sections:

(Not applicable.)

IN WITNESS WHEREOF, Declarant and Developer have caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the _____ day of _____, 2000.

DEVELOPER:

DECLARANT & DEVELOPER:

EDDY GROUP, L.L.C.
an Illinois Limited Liability Company,

YOESELE DEVELOPMENT, L.L.C.,
an Illinois Limited Liability Company,

BY: _____
MARTIN YOESELE, Authorized Agent

BY: _____
MARTIN YOESELE, Authorized Agent

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that MARTIN YOESELE, authorized agent for YOESELE DEVELOPMENT, L.L.C. and EDDY GROUP, L.L.C., 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, sealed and delivered the said instrument as his free and voluntary act, and as directed by the Members of said L.L.C.'s for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2000.

NOTARY PUBLIC

CONSENT TO DECLARATION BY OTHER PARTIES WITH AN INTEREST IN THE SUBJECT PROPERTY:

LENDER:

FIRST FEDERAL SAVINGS BANK

BY: _____

ATTEST:

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TONY K. KENSINGER, personally known to me to be the Vice President of FIRST FEDERAL SAVINGS BANK and JOHN D. GRAHAM, personally known to me to be the Asst. Vice President of FIRST FEDERAL SAVINGS BANK and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument pursuant to authority given by the Board of Directors of FIRST FEDERAL SAVINGS BANK as their free and voluntary act and as the free and voluntary act and Deed of FIRST FEDERAL SAVINGS BANK for the uses and purposes therein set forth.

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

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

LAWRENCE W. BAXTER, P.C.
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Ottawa, IL 61350
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