



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Proposed Annexation Agreement by and between the City of St. Charles, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois and Terrance F. Bucki, record owner of the property. The proposed annexation agreement relates to the Bucki Property at 5N264 Rt. 31, and generally located west of the Rt. 31 right of way and south of the St. Charles High School North Property, St. Charles Township, Kane and DuPage Counties, Illinois.
Presenter:	Russell Colby

Please check appropriate box:

	Government Operations		Government Services
	Planning & Development		City Council
X	Public Hearing – (11/19/12)		

Estimated Cost:	NA	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Terry Bucki, applicant, has submitted a Petition for Annexation, Annexation Agreement, and Applications for a Map Amendment (upon annexation) and Preliminary Subdivision Plan. The details of the proposal are as follows:

- The applicant is proposing to be annexed into the City of St. Charles and enter into an annexation agreement that will specify in what manner the property can be developed.
- This proposed map amendment will change the zoning of the property from RE-1 Single-Family Estate (default zoning upon annexation) to the RS-1 Low Density Suburban Single-Family, upon annexation.
- The subject property will be subdivided into 5 single-family lots.
 - The applicant has requested a 5-year timeframe to subdivide the property, following approval of the Preliminary Subdivision Plan, in-lieu of the 2-year timeframe required by city code. This time extension will be incorporated into the provisions of the Annexation Agreement.
- The ordinance approving the Map Amendment and Subdivision Preliminary Plan will be exhibits to the Annexation Agreement.

Attachments: *(please list)*

Annexation Agreement

Recommendation / Suggested Action *(briefly explain):*

Conduct the public hearing and close if all public comment has been taken.

<i>For office use only:</i>	<i>Agenda Item Number: 4a</i>
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ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "AGREEMENT") made and entered into this ____ day of _____, 2012 by and between the CITY OF ST. CHARLES, an Illinois municipal corporation located in Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY") and TERRENCE F. BUCKI (hereinafter referred to as "OWNER"; the CITY and the OWNER being sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES").

WITNESSETH:

WHEREAS, the OWNER is the owner of record of a certain parcel of real estate, legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "SUBJECT REALTY"); and

WHEREAS, the electors that reside on the SUBJECT REALTY have consented to the OWNER'S Petition to annex the SUBJECT REALTY to the CITY; and

WHEREAS, the OWNER has agreed to develop the SUBJECT REALTY and assume all responsibility and liability for the development of the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT, and will carry out the duties and obligations of the OWNER as hereinafter provided; and

WHEREAS, the SUBJECT REALTY constitutes territory which is contiguous to and may be annexed to the CITY as provided in 65 ILCS 5/7-1-1, *et seq.*; and

WHEREAS, a Petition for Annexation for the SUBJECT REALTY has been filed by OWNER with the CITY in accordance with 65 ILCS 5/7-1-8; and

WHEREAS, the annexation and development of the SUBJECT REALTY for the uses and purposes provided herein will promote sound planning, will aid in the developing the CITY as a balanced community, and will assist the CITY in realizing the intent of the Comprehensive Plan of the CITY; and

WHEREAS, the OWNER desires to have the SUBJECT REALTY annexed to the CITY upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is made pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, all public hearings, as required by law, have been held by the Plan Commission and the City Council of the CITY, upon the matters covered by this AGREEMENT; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the City Council of the CITY, a resolution has heretofore been adopted authorizing the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED BY AND BETWEEN THE CITY and OWNER, as follows:

Section 1. INCORPORATION OF RECITALS: The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Section 1 and the same shall continue for so long as this AGREEMENT is of force and effect.

Section 2. MUTUAL ASSISTANCE: The PARTIES shall do all things necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in furthering the objectives of this AGREEMENT and the intent of the PARTIES as reflected by the terms of this AGREEMENT, including, without limitation, the giving of such notices, the holding of such public hearings, and the enactment by the CITY of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this AGREEMENT and as may be necessary to give effect to the objectives of this AGREEMENT and the intentions of the PARTIES as reflected by the terms of this AGREEMENT.

Section 3. ANNEXATION: Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the PARTIES respectively agree to do all things necessary or appropriate to cause the SUBJECT REALTY to be duly and validly annexed to the CITY as soon as practicable after the execution of this AGREEMENT. Attached hereto and incorporated herein as Exhibit "B" is the form of Ordinance providing for the annexation of the SUBJECT REALTY together with a copy of the plat of annexation attached thereto.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the CITY'S lawful authority to annex the SUBJECT REALTY or challenging the method or procedures by or through which the PARTIES purported to cause the SUBJECT REALTY to be annexed to the CITY, the PARTIES agree that they shall fully cooperate, as provided in Section 2 hereof, to defend such cause of action. Should a court of competent jurisdiction finally determine that annexation of the SUBJECT REALTY was defective because of the failure of the PARTIES to follow a procedural requirement constituting a valid precondition to proper annexation of the SUBJECT REALTY, the PARTIES agree to promptly cause the SUBJECT REALTY to be reannexed to the CITY in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the SUBJECT REALTY by the CITY was without lawful authority (i.e., lack of contiguity), the PARTIES agree that this AGREEMENT shall thereafter be deemed a Pre-Annexation Agreement authorized pursuant to 65 ILCS 5/7-1-1, as amended, and shall remain in full force and effect to the extent permitted by law. Thereafter, should the SUBJECT REALTY become

contiguous to the CITY, the PARTIES agree to promptly take all necessary steps as may then be provided by law to perfect the annexation of the SUBJECT REALTY to the CITY.

Section 4. REZONING: Immediately subsequent to the annexation of the SUBJECT REALTY to the CITY, the PARTIES respectively agree to do all things necessary or appropriate to cause the SUBJECT REALTY to be duly and validly rezoned to the RS-1 Low Density Suburban Single-Family Residential District, pursuant to the provisions of Chapter 17 of the St. Charles Municipal Code, as amended (“ZONING ORDINANCE”). Attached hereto and incorporated herein as Exhibit “C” is a copy of the Ordinance rezoning the SUBJECT REALTY to the RS-1 Low Density Suburban Single-Family Residential District.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the rezoning of the SUBJECT REALTY as provided in this AGREEMENT and in the ordinance referenced in the preceding paragraph, the PARTIES agree that they shall fully cooperate, as provided in Section 2 hereof, to defend against such cause of action. Further, the PARTIES specifically agree that to the extent such litigation proves successful, the CITY shall take such legislative action as then may be lawfully required to cause the SUBJECT REALTY to be zoned for the purposes herein contemplated.

Section 5. SUBDIVISION: Subject to the provisions of 65 ILCS 5/11-12-8, as amended, and the Subdivisions and Land Improvements Ordinance (“SUBDIVISION ORDINANCE”) of the CITY, the CITY will grant preliminary plan approval for the subdivision of the SUBJECT REALTY pursuant to the following plans: (a) the Preliminary Plan of the Bucki Property (“PRELIMINARY PLAN”), prepared by Trans/Land dated July 8, 2009, attached hereto and incorporated herein as Exhibit “D”, and (b) the Preliminary Engineering Plans (“PRELIMINARY ENGINEERING PLANS”), prepared by Western Surveying & Engineering, P.C., dated July 8, 2009, attached hereto and incorporated herein as Exhibit “E”. Said approval shall be granted as provided for in the ordinance zoning the SUBJECT REALTY, previously attached hereto as Exhibit “C”.

The OWNER shall not be required to submit for review or obtain approval of any additional preliminary plan or plat in order to obtain approval by the CITY of a final plat of subdivision of the SUBJECT REALTY which is in substantial conformity with the Preliminary Plan. Upon the submission of a final plat of subdivision (“FINAL PLAT”) accompanied by final engineering plans (“FINAL ENGINEERING PLANS”), for the SUBJECT REALTY, and provided such FINAL PLAT and FINAL ENGINEERING PLANS comply with applicable ordinances of the CITY and this AGREEMENT, the CITY shall approve such FINAL PLAT and FINAL ENGINEERING PLANS within the time period provided in 65 ILCS 5/11-12-8, as amended.

The CITY will grant the following variations from the requirements set forth in the SUBDIVISION ORDINANCE and the ZONING ORDINANCE:

- (a) Section 16.04.070.C.4, to provide that the PRELIMINARY PLAN shall remain valid for a period of five (5) years after the date of the approval of this AGREEMENT. If a

Final Plat of Subdivision application is not filed within this five (5) year timeframe, the approval of the PRELIMINARY PLAN shall lapse.

(b) The standards set forth in the City of St. Charles Engineering Design and Inspection Manual shall be amended as follows: (1) to permit a right of way width of sixty feet (60'); and (2) to permit a cul-de-sac right of way radius of fifty-six and one half feet (56.5').

(c) To permit shared driveway access to Lots 4 and 5, as depicted on the PRELIMINARY PLAN.

(d) Section 17.20.030.J, for Lot 5 only, so as to allow up to two (2) employees unrelated to the OWNER in his home occupation doing business as Bucki Insurance Agency and to allow the existing signage to remain, a picture of which is attached hereto and incorporated herein as Exhibit "E-1".

Section 6. EXISTING STRUCTURES: At the present time, a single family structure exists on Lot 5. Prior to the development of any Lot within the SUBJECT REALTY, the OWNER shall take all necessary steps to connect said structure to CITY water, sewer and electrical utilities. At such time, the OWNER shall also remove the septic system and shall cap and seal all wells on the SUBJECT REALTY in accordance with all applicable governmental regulations.

In addition, a barn structure currently exists on Lot 4 for the rental storage of boats and cars. The PARTIES acknowledge and agree that, upon annexation, such structure may remain and constitute a legal non-conforming use until such time as Lot 4 is developed.

Section 7. APPLICABLE MUNICIPAL STANDARDS: Upon annexation of the SUBJECT REALTY, all zoning, subdivision, building and development of the SUBJECT REALTY (including any area adjacent thereto, the improvement of which is necessary or proposed to facilitate the development of the SUBJECT REALTY) shall be undertaken in conformity with the requirements of all applicable CITY codes, ordinances, rules, regulations and standards generally in force, from time to time, within the CITY, except to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction and, further, as the same may be specifically modified by the terms of this AGREEMENT. Said applicable municipal standards shall otherwise be referred to herein as the "CITY CODE".

Section 8. RESPONSIBILITY FOR CITY REVIEW EXPENSES: OWNER agrees to pay all CITY expenses for the review, preparation of documents and plans, hearings and approvals through the adoption of this AGREEMENT incurred by the CITY, including, but not limited to, legal fees, engineering fees, and any other fees incurred with respect to this AGREEMENT. Said expenses shall be paid out of the account established with the CITY by the OWNER; provided, however, that should such account have insufficient funds, any remaining amounts due hereunder shall be billed to the OWNER and the OWNER shall pay, within thirty (30) days of the date of invoicing, same in full as a condition to the CITY'S execution of this AGREEMENT.

Section 9. UTILITY EASEMENTS: To the extent that any required public improvements are to be dedicated to the CITY, the OWNER shall grant, or cause to be granted, to the CITY, adequate easements and public rights-of-way in form and substance reasonably acceptable to the CITY.

Section 10. REQUIRED IMPROVEMENTS:

(a) Engineering Conformance. All public improvements to be constructed shall be constructed in conformance with the approved engineering plans, Section 6 hereof and the Land Improvement Agreement referred to herein (the "IMPROVEMENT AGREEMENT"). In the event that any provision of the CITY CODE, the IMPROVEMENT AGREEMENT or any engineering plans shall conflict with any other provision of the CITY CODE, the IMPROVEMENT AGREEMENT or any engineering plans, that provision determined by the CITY'S Development Engineering Division Manager to be the most restrictive shall apply.

(b) Sanitary Sewer and Water Facilities. The CITY shall permit connection to the CITY owned wastewater and water utilities to serve the SUBJECT REALTY. At such time as OWNER connects to CITY wastewater or water utilities, OWNER shall apply for any connection permits required by the CITY and shall pay the CITY'S required tap-on or connection fees as, from time to time, may be provided by ordinance. Except as otherwise set forth herein, the OWNER shall be responsible for the costs associated with bringing the aforesaid utilities from the connection point to the locations on the SUBJECT REALTY where the utilities will be utilized.

The CITY shall not be responsible for its inability to provide any of the utility services identified herein, or for any loss or damage, including consequential damage, or delay in installation caused by strikes, riots, the elements, embargos, the failure of carriers or the inability to obtain materials or other acts of God or by virtue of any other cause beyond the CITY'S reasonable control, including but not limited to inability to acquire necessary easements or permits subject to review and issuance by other agencies. The CITY shall cooperate with the OWNER in obtaining any necessary easements.

(c) Storm Water Facilities.

(i) OWNER shall provide for storm water drainage and the retention/detention thereof upon and from the SUBJECT REALTY, in substantial conformity with the PRELIMINARY ENGINEERING PLANS and the CITY'S applicable storm water management ordinance, subject to review and approval of FINAL ENGINEERING PLANS.

(ii) The storm water retention/detention area and any other drainage way, retention/detention facility, wetland or other components of drainage ("DETENTION AREAS") as identified on the PRELIMINARY PLAN, as adjusted pursuant to the review and approval of the FINAL ENGINEERING PLANS, shall be impressed with a drainage easement in form and content approved by the CITY. Except as to those storm sewer

lines, structures and appurtenances conveyed to, owned and maintained by the CITY, the DETENTION AREAS shall be maintained by the association of owners of the Lots located within the SUBJECT REALTY ("HOMEOWNERS ASSOCIATION") which HOMEOWNERS ASSOCIATION shall be established by the OWNER pursuant to a Declaration of Covenants ("DECLARATION") which shall provide for the perpetual maintenance of all DETENTION AREAS and shall further provide that all homeowners within the SUBJECT REALTY shall belong to the HOMEOWNERS ASSOCIATION, pay assessments for the common maintenance costs and provide that the CITY may enforce such obligations as the same pertain to the DETENTION AREAS. Said DECLARATION shall be in substantially the form attached hereto and incorporated herein as Exhibit "F", with such changes as the CITY approves. As a condition of final subdivision plat approval, the OWNER shall cause the DECLARATION to be recorded against the SUBJECT REALTY.

(iii) While the preceding subsection requires that the long-term ownership and responsibility for the maintenance, repair and replacement of the DETENTION AREAS shall be assumed by the HOMEOWNERS ASSOCIATION, this obligation shall be collateralized through the formation of a Special Service Area ("SSA") comprising the SUBJECT REALTY. The OWNER shall cooperate with the CITY in the formation of, and shall not object to the establishment of, or any amendment to, such SSA. The purposes of the SSA shall be to make financial provision for the maintenance, repair, reconstruction or replacement of DETENTION AREAS in the event that the HOMEOWNERS ASSOCIATION fails to properly perform these functions. Each such SSA shall be for a perpetual duration with a maximum rate of one percent per annum (\$1.00 per \$100 of equalized assessed valuation) on all of the taxable property within the SSA.

Accordingly, to the extent permitted by law, OWNER hereby expressly waives any right to object, whether under 35 ILCS 200/27-5 *et seq.* or otherwise, and does hereby affirmatively consent to, the establishment of the SSA and the imposition of a tax levy, as provided for above. Further, the OWNER specifically waives and relinquishes any and all claims, remedies or causes of action that OWNER may have as a result of any defect in the establishment of the SSA. The OWNER shall execute such additional documents and instruments as the CITY may reasonably request to confirm such waiver and consent.

The SSA shall be established prior to approval of a FINAL PLAT.

(d) Sidewalks and Street Related Improvements. OWNER shall cause the curb, gutter, street pavement, street lights and public sidewalks to be installed upon the SUBJECT REALTY in substantial conformity with the PRELIMINARY ENGINEERING PLANS, as approved, and the applicable provisions of the Subdivisions Regulations of the CITY. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the SUBJECT REALTY pursuant to the approval FINAL ENGINEERING PLANS shall be installed and completed on a lot-by-lot basis.

(e) Electric Utility Improvements. OWNER agrees to comply with all of the CITY'S electric utility ordinances in effect as of the date of the application for service, and hereby waives all causes of action against the CITY, its officials, officers and employees and agent, and City of St. Charles Electric Utility, its officials, officers, employees and agents regarding the validity of Section 13.08.010 through 13.08.330 of the CITY CODE as is currently in effect. OWNER agrees to pay any current and future electric connection charges or fees which are in force and effect at the time of the connection on a basis equivalent to that imposed on other similar users in the CITY. OWNER shall not request electric services from any utility other than the City of St. Charles Electric Utility, unless the CITY shall determine, by resolution of the City Council, that it is unable to provide electric service to the SUBJECT REALTY. CITY shall not be requested to refund any electric connection charges paid by OWNER in the event CITY'S ordinances are ruled invalid.

OWNER agrees that CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY (SCMEU) has the exclusive rights to serve any new or modified metered locations within the SUBJECT REALTY. Any new electric service or modification of existing electric service will require SCMEU facilities to be brought to the site at the expense of the developer or customer, following normal City policies and procedures. OWNER shall issue a formal letter notice to Com Ed requesting disconnection prior to the issuance of and development permits for the SUBJECT REALTY.

(f) Building Permit Timing and Completion of Improvements Prior to Occupancy. OWNER agrees to comply with Section 16.04.140.B with regards to the timing and issuance of Building Permits and to complete the required improvements before a Certificate of Occupancy issued as stipulated in Section 16.04.140.C.

(g) Guarantee for Land Improvements. As a condition of approval of a FINAL PLAT, the OWNER shall execute an IMPROVEMENT AGREEMENT, in substantially the form attached hereto and incorporated herein as Exhibit "G" and tender the security provided for therein.

Section 11. FEES AND CONTRIBUTIONS: The OWNER pay all the necessary fees and connection charges that may be applicable with respect to the SUBJECT REALTY. Notwithstanding the foregoing to the contrary, the CITY and OWNER agree that as and for OWNER'S contribution for park and school purposes for the SUBJECT REALTY, the following contributions shall be made by OWNER and said contributions shall constitute the only obligations of OWNER regarding land/cash fees/dedications, transition fees and impact fees.

(a) School Land/Cash Contribution. No contribution of land for school purposes shall be required of OWNER as a result of the development of the SUBJECT REALTY. In lieu of the contribution of land, OWNER agrees and shall contribute cash in lieu of land for school sites pursuant to the SUBDIVISION ORDINANCE, Chapter 16.10, "Dedications" of the CITY CODE in effect at the time of issuance of the first building permit for the SUBJECT REALTY. Upon compliance with the terms of this subsection, OWNER shall have no further obligation or responsibility to the CITY or the School District concerning school contributions, whether cash or land.

(b) Park Land/Cash Contribution. No contribution of land for park purposes shall be required of OWNER as a result of the development of the SUBJECT REALTY. In lieu of the contribution of land, Developer agrees to pay and shall contribute cash in lieu of land for park sites pursuant to the SUBDIVISION ORDINANCE, Chapter 16.10, "Dedications" of the CITY CODE in effect at the time of the issuance of the first building permit for the SUBJECT REALTY. Upon compliance with the terms of this subsection, OWNER shall have no further obligation or responsibility to the CITY or the Park District concerning park contributions, whether cash or land.

Section 12. REQUIREMENTS OF OTHER JURISDICTIONS: It is agreed that the city is not liable or responsible for any restrictions on CITY'S obligations under this AGREEMENT that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the SUBJECT REALTY, CITY and/or OWNER, including but not limited to county, state and federal regulatory bodies.

Section 13. BINDING EFFECT, SUCCESSION IN INTEREST AND TERM: This AGREEMENT shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the PARTIES hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the CITY and successor municipalities for a period of twenty (20) years from the date hereof.

Section 14. DISCONNECTION: Once the SUBJECT REALTY has been annexed to CITY and a final plat and collateral approval granted for any part of the SUBJECT REALTY, OWNER agrees not to petition for disconnection of any part of the SUBJECT REALTY from CITY without CITY approval under any statutory provision and agrees that if the SUBJECT REALTY is disconnected from the CITY (a) the growth prospects and plan and zoning ordinances of the CITY would be unreasonably disrupted; (b) substantial disruption will result to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection and fire protection; and (c) the CITY would be unduly harmed through loss of tax revenue in the future. However, the CITY may disconnect the SUBJECT REALTY with the written consent of OWNER.

Section 15. HOLD HARMLESS AND INDEMNIFICATION: In the event a claim is made against the CITY, its officers, other officials, agents and employees or any of them or if the CITY is made a party-defendant in any proceeding arising out, or alleged to arise out of, or in any other way be connected with this AGREEMENT or the annexation of the SUBJECT REALTY, or the development of the SUBJECT REALTY arising out of the intentional or negligent acts of owner, or owner's agents, including, but not limited to issues relating to storm water drainage upstream or downstream of the SUBJECT REALTY, the OWNER, to the extent permitted by law, shall defend and hold the CITY and such officers, other officials, agents and employees, past present and future, harmless from all claims, liabilities, losses, taxes, judgments, costs, and fees, including expenses and reasonable attorney's fees, in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense; however, if the Illinois Rules of Professional Conduct, or such applicable rules, require such indemnified person to be separately defended where there is no consent to a conflict

of interest, then OWNER shall bear such expense. The CITY and such officers, other officials, agents and employees shall reasonably cooperate in the defense of such proceedings. Said indemnification shall not include claims, liabilities, losses, judgments, costs and fees arising from the negligent or willfully wrongful acts or omissions of the CITY, its officers, other officials, agents and employees.

Section 16. REMEDIES: Upon a breach of this AGREEMENT, either of the PARTIES may, in law or equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this AGREEMENT. Pursuit of any remedy to enforce or compel performance of this AGREEMENT shall not preclude a PARTY from pursuing any other remedy available to it to enforce or compel performance of this AGREEMENT.

Before any failure of any PARTY to this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the PARTY claiming such failure shall notify, in writing by certified mail, return receipt requested, the PARTY alleged to have to perform and performance shall be demanded.

In the event that either the CITY or the OWNER sue in order to enforce the terms of this AGREEMENT, the prevailing PARTY in any such litigation shall pay all costs and expenses incurred in prosecuting or defending such litigation (including, but not limited to, reasonable attorneys fees and court costs).

Section 17. WAIVER AND SEVERABILITY: No provisions of this AGREEMENT may be waived by any PARTY except by writing signed by that PARTY. If any provision of this AGREEMENT is held invalid, such provision shall be deemed to be excised from this AGREEMENT and the remainder of this AGREEMENT shall continue in full force and effect to the extent possible; provided, however, CITY shall under no circumstances be required to incur any liability, loss or incur any expenses for any reason in the event that such section, paragraph, clause, provision or item is held invalid.

Section 18. NOTICE: Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or be mailed by certified mail, return receipt requested, as follows:

If to the CITY: City of St. Charles
 2 East Main Street
 St. Charles, IL 60174
 Attention: Brian Townsend

With copy to: Gorski & Good, LLP
 211 S. Wheaton Avenue, Suite 305
 Wheaton, IL 60187
 Attention: Robin N. Jones

If to the OWNER: Terrence F. Bucki
5N264 Route 31
St. Charles, IL 60175

With copy to: Ottosen Britz
303 North Main Street
Elburn, IL 60119

The names and addresses provides in this Section may be changed from time to time by notice duly given in compliance with the provisions of this Section.

Section 19. AMENDMENT: This AGREEMENT, and any exhibits or attachments hereto, may be amended from time to time in writing with the consent of the PARTIES hereto.

Section 20. CONVEYANCES: Nothing contained in this AGREEMENT shall be constructed to restrict or limit the right of the OWNER to sell or convey all or any portion of the SUBJECT REALTY, whether improved or unimproved.

Section 21. CAPTIONS AND PARAGRAPH HEADINGS: The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this AGREEMENT.

Section 22. RECORDING: This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, Kane County, Illinois, at OWNER'S expense.

Section 23. CHANGES IN REGULATIONS: It is understood and agreed, except as otherwise provided for herein, that the various requirements of the CITY CODE, including all fees and charges provided for therein, shall not be frozen during the term of this AGREEMENT and may, from time to time, be amended, and as amended, shall apply to the SUBJECT REALTY. Notwithstanding the foregoing, it is expressly understood and agreed by the PARTIES that during the term of this AGREEMENT, pursuant to the zoning to be granted hereunder, the OWNER, his successors and assigns shall be permitted to use the SUBJECT REALTY pursuant to the zoning to be granted hereunder.

Section 24. GOVERNING LAW: This AGREEMENT, and the terms and provisions contained herein, shall be construed and governed under the laws of the State Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto placed their hands and the CITY its seal on the date first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor

ATTEST

By: _____
City Clerk

Terrence F. Bucki

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Donald P. DeWitte, personally known to me to be the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation, and Nancy Garrison, personally known to me to be the City Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the forgoing instrument appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as the free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2012.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Terrence F. Bucki and 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 as such Terrence F. Bucki he signed and delivered the said instrument as his free and voluntary act.

GIVEN under by hand and official seal this ____ day of _____, 2012.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT REALTY

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER 1622.94 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER FORMING AN ANGLE OF 89 DEGREES 37 MINUTES 24 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 726.86 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 31 FOR A POINT FOR BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE 374.56 FEET TO THE NORTHEASTERLY EXTENSION OF A NORTHEASTERLY LINE OF FIELDCREST BY THE FOX SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHWESTERLY ALONG SAID EXTENSION AND LINE FORMING AN ANGLE OF 120 DEGREES 12 MINUTES 01 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 270.79 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGEL POINT THEREIN; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG AN EASTERLY LINE OF SAID SUBDIVISION BEING A CURVE TO THE RIGHT TANGENT TO A LINE FORMING AN ANGLE OF 97 DEGREES 56 MINUTES 16 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) HAVING A RADIUS OF 250.00 FEET, 275.69 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGEL POINT THEREIN; THENCE EASTERLY ALONG A NORTHERLY LINE OF SAID SUBDIVISION FORMING AN ANGLE OF 88 DEGREES 43 MINUTES 32 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) 330.05 FEET TO THE CENTER LINE OF SAID ROUTE NO. 31; THENCE NORTHERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 57 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 545.67 FEET TO THE POINT OF BEGINNING IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT "B"

ORDINANCE ANNEXING SUBJECT REALTY

City of St. Charles, IL
Ordinance No. 2012-M-__

An Ordinance Annexing Certain Unincorporated Territory to the City of St. Charles, Illinois
(Bucki)

WHEREAS, Terrance F. Bucki (the "Owner") is the Owner of record of the territory legally described in Exhibit "A" (the "Territory") and has filed with the City Clerk a written petition, under oath, attached hereto as Exhibit "B" (the "Annexation Petition") requesting that the Territory therein legally described be annexed into the City of St. Charles, Kane and DuPage Counties, Illinois; said Exhibits "A" and "B" are attached hereto and incorporated herein; and

WHEREAS, said Annexation Petition has been signed by all of the owners of record of the Territory and was signed by at least fifty-one percent (51%) of the electors residing on such Territory; and

WHEREAS, the statutes of the State of Illinois provide that upon the filing of such an Annexation Petition, the corporate authorities of the City may pass an ordinance annexing said Territory to the City, if said ordinance is passed by a majority vote of the corporate authorities; and,

WHEREAS, the Territory is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the City of St. Charles and eligible for annexation thereto; and

WHEREAS, the Territory is located within the Fox River and Countryside Fire Protection District and due statutory notice has been given to the Trustees of said District at least ten (10) days prior to the date of adoption of this Ordinance and an affidavit that said service of notice has been made has been or will be recorded with the Office of the Recorder of Deeds, Kane County, Illinois; and

WHEREAS, the City and the Owner have entered into a certain Annexation Agreement, consisting of approximately ten (10) pages, together with Exhibits "A" through "G", which were attached thereto ("Annexation Agreement"); and

WHEREAS, said Annexation Agreement requires the City to annex the Territory; and

WHEREAS, the requirements of the laws of the State of Illinois, specifically 65 ILCS 5/7-1-1 and 5/7-1-8 of the Illinois Municipal Code, as amended, have been satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

2. That the Territory be and the same is hereby annexed to the City of St. Charles, Kane and DuPage Counties, Illinois, together with all adjacent streets and highways contiguous to said Territory, so that the new boundaries of the Territory annexed shall extend to the far side of said adjacent streets and highways not within the corporate limits of any other municipality.

3. That the Mayor, City Clerk and any other necessary officers of the City are hereby authorized to execute the Plat of Annexation.

4. That the City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance, together with an accurate map of the Territory annexed appended thereto, to be recorded with the Office of the Recorder Deeds, Kane County, Illinois, and filed with the County Clerk of Kane County.

5. That the City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance, together with an accurate map of the Territory annexed appended thereto, to be filed with the postal service branch serving the Territory.

6. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

7. This Ordinance shall be in full force and effect upon its passage and approval according to law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2012

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2012

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2012

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER 1622.94 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER FORMING AN ANGLE OF 89 DEGREES 37 MINUTES 24 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 726.86 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 31 FOR A POINT FOR BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE 374.56 FEET TO THE NORTHEASTERLY EXTENSION OF A NORTHEASTERLY LINE OF FIELDCREST BY THE FOX SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHWESTERLY ALONG SAID EXTENSION AND LINE FORMING AN ANGLE OF 120 DEGREES 12 MINUTES 01 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 270.79 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGEL POINT THEREIN; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG AN EASTERLY LINE OF SAID SUBDIVISION BEING A CURVE TO THE RIGHT TANGENT TO A LINE FORMING AN ANGLE OF 97 DEGREES 56 MINUTES 16 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) HAVING A RADIUS OF 250.00 FEET, 275.69 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGEL POINT THEREIN; THENCE EASTERLY ALONG A NORTHERLY LINE OF SAID SUBDIVISION FORMING AN ANGLE OF 88 DEGREES 43 MINUTES 32 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) 330.05 FEET TO THE CENTER LINE OF SAID ROUTE NO. 31; THENCE NORTHERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 57 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 545.67 FEET TO THE POINT OF BEGINNING IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

Exhibit B
Petition for Annexation

RECEIVED

JAN 03 2008

PLANNING OFFICE

STATE OF ILLINOIS)
)
COUNTY OF K A N E) SS
)
)
COUNTY OF DU PAGE)

TO: MAYOR AND CITY COUNCIL
 CITY OF ST. CHARLES, ILLINOIS

PETITION FOR ANNEXATION

The undersigned, as Owner of record of the property described in Exhibit "A" attached hereto and pursuant to 65 ILCS, 5/7-1-1, et seq. (2006), respectfully represents unto the Mayor and City Council of the CITY OF ST. CHARLES as follows:

1. That the undersigned is the Owner of Record of all of the territory legally described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter sometimes referred to as "Subject Property").
2. That the Subject Property constitutes a contiguous tract of land.
3. That the Subject Property is not within the corporate limits of any municipality.
4. That the Subject Property is within an unincorporated area of Kane County, but is contiguous to the existing corporate limits of the CITY OF ST. CHARLES.
5. That there are two (2) electors residing on the Subject Property, who consents to the prayer of this Petition.

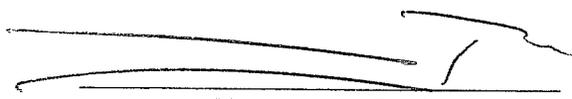
6. That the undersigned constitutes all of the Owners of Record of the Subject Property.
7. That the undersigned is desirous of annexing the Subject Property to the CITY OF ST. CHARLES, provided that prior to annexation of the Subject Property a certain Annexation Agreement is executed by and between the Owner of record of the Subject Property and the CITY OF ST. CHARLES, pursuant to the provisions of 65 ILCS, 5/11-15.1-1, et seq. (2006), which Annexation Agreement shall encompass and pertain to the entirety of the Subject Property.
8. That prior to the annexation of the Subject Property to the CITY OF ST. CHARLES, the undersigned shall submit to the CITY OF ST. CHARLES a Plat of Annexation depicting and legally describing the Subject Property.
9. That the undersigned hereby authorizes their attorney, Charles A. Radovich, or such other person or persons as may from time to time be designated in writing by the undersigned, to proceed with all necessary and appropriate meetings and public hearings before the corporate authorities of the CITY OF ST. CHARLES for the purpose of effectuating the purpose of this Petition.

WHEREFORE, the undersigned pray as follows:

1. That the corporate authorities of the CITY OF ST. CHARLES will hold such public hearings as are required by law.
2. That the corporate authorities of the CITY OF ST. CHARLES will enter into a certain Annexation Agreement to be hereafter submitted by the record Owner of the Subject Property.
3. That upon execution of said Annexation Agreement by the record Owner of the Subject Property and the CITY OF ST. CHARLES, and only in the event said Annexation Agreement is mutually agreed upon and so executed, and, upon the submission by the undersigned and approval by the CITY OF ST. CHARLES of the aforesaid Plat of

Annexation, to annex the Subject Property to the CITY OF ST. CHARLES, all in compliance with such statutes and ordinances as are required by law.

OWNER:


Terrence F. Bucki

We, Terrence F. Bucki and Brundhilde T. Bucki, husband and wife, who reside at 5 N264 Ill. State Rte 31, St. Charles, Illinois, hereby consent to the foregoing Petition to annex the property described at Exhibit "A".

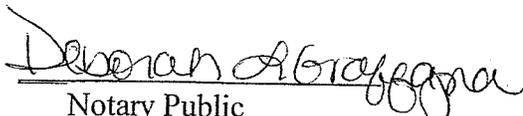


Terrence F. Bucki



Brunhilde T. Bucki

Subscribed and sworn to
before me this 19th day of
day of ~~February~~ February, 2007.



Notary Public



CHARLES A. RADOVICH
Attorney for Petitioner
312 West State Street
Post Office Box 464
Geneva, Illinois 60134-0464
Telephone: 630/232-4511

EXHIBIT "C"

ORDINANCE REZONING SUBJECT REALTY

City of St. Charles, IL
Ordinance No. 2012-Z-___

**An Ordinance Approving a Map Amendment from RE-1 Single-Family
Estate to RS-1 Low Density Suburban Single-Family and Subdivision
Preliminary Plan
(Bucki)**

WHEREAS, the City has received a petition from Terrance F. Bucki (the "Applicant") requesting a Map Amendment from the RE-1 Single-Family Estate to the RS-1 Low Density Suburban Single-Family to rezone the real estate legally described on Exhibit "A" as attached hereto and made a part hereof (the "Subject Realty"); and,

WHEREAS, the City has received a petition for the approval for a Subdivision Preliminary Plan for the Subject Realty; and,

WHEREAS, the required Notice of Public Hearing on said petition for a Map Amendment was published on or about August 3, 2012, in a newspaper having general circulation within the City, to-wit, the Kane County Chronicle newspaper, all as required by the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, pursuant to said notice, the Plan Commission conducted a public hearing on or about August 21, 2012, on said petition in accordance with the statutes of the State of Illinois and the ordinances of the City; and,

WHEREAS, at said Public Hearing, the Applicant presented testimony in support of said petition and all interested parties were afforded an opportunity to be heard; and,

WHEREAS, the Plan Commission on or about August 21, 2012, recommended approval of said petition; and,

WHEREAS, the Planning & Development Committee of the City Council recommended approval of said petitions on or about September 10, 2012; and,

WHEREAS, the City Council of the City of St. Charles has received the recommendations of the Plan Commission and Planning and Development Committee and has considered the same:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, a home rule municipality, in the exercise of its home rule powers as follows:

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as though fully set out in this Section 1.

2. That passage of this Ordinance shall constitute approval of the petition for a Map Amendment for the Subject Realty from RE-1 Single-Family Estate to RS-1 Low Density Suburban Single-Family, and the Findings of Fact for the Map Amendment attached hereto and incorporated herein as Exhibit "B" are expressly adopted by the corporate authorities of the City.

3. That passage of this Ordinance shall constitute approval of the Subdivision Preliminary Plan, prepared by Trans/Land dated July 8, 2009, a reduced copy of which is attached hereto and incorporated herein as Exhibit "C", and Preliminary Engineering Plans, prepared by Western Surveying & Engineering, P.C., dated July 8, 2009, a reduced copy of which is attached hereto and incorporated herein as Exhibit "D", subject to compliance with such corrections and modifications as may be required by the Director of Community Development and the Director of Public Works to comply with the requirements of the St. Charles Municipal Code.

4. That after the adoption and approval hereof, the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of November, 2012.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of November, 2012.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 19th day of November, 2012.

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER 1622.94 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER FORMING AN ANGLE OF 89 DEGREES 37 MINUTES 24 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 726.86 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 31 FOR A POINT FOR BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE 374.56 FEET TO THE NORTHEASTERLY EXTENSION OF A NORTHEASTERLY LINE OF FIELDCREST BY THE FOX SUBDIVISION, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHWESTERLY ALONG SAID EXTENSION AND LINE FORMING AN ANGLE OF 120 DEGREES 12 MINUTES 01 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 270.79 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGLE POINT THEREIN; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG AN EASTERLY LINE OF SAID SUBDIVISION BEING A CURVE TO THE RIGHT TANGENT TO A LINE FORMING AN ANGLE OF 97 DEGREES 56 MINUTES 16 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) HAVING A RADIUS OF 250.00 FEET, 275.69 FEET TO A CONCRETE MONUMENT SITUATED AT AN ANGLE POINT THEREIN; THENCE EASTERLY ALONG A NORTHERLY LINE OF SAID SUBDIVISION FORMING AN ANGLE OF 88 DEGREES 43 MINUTES 32 SECONDS FROM A LINE TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (MEASURED CLOCKWISE THEREFROM) 330.05 FEET TO THE CENTER LINE OF SAID ROUTE NO. 31; THENCE NORTHERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 57 SECONDS FROM THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 545.67 FEET TO THE POINT OF BEGINNING IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

Exhibit B

Findings of Fact (Petition for Map Amendment)

1. The existing uses and zoning of nearby property.

Properties to the west, south, and east are large-lot single-family homes. The northern property is the St. Charles North High School. Rezoning this property to the RS-1 Low Density Suburban Single-Family Residential District is consistent with the large-lot single-family zoning surrounding the subject property.

2. The extent to which property values are diminished by the existing zoning restrictions.

The value of the subject property for residential use under Kane County's zoning regulations is similar to the proposed residential zoning in St. Charles. However, if annexed and zoned in St. Charles, the owner will be able to develop more homes on this property. This will increase the value of the property.

3. The extent to which the reduction of the property's value under the existing zoning restrictions promotes the health, safety, morals or general welfare of the public.

The property is zoned for private residential use. Adding additional lots, at a similar density to the surrounding area, does not decrease the public benefit of this lot.

4. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property for one or more of the uses permitted under the existing zoning classification.

The property is suitable for residential use under the current and proposed zoning. The subject property will be used for residential purposes in the County or if annexed and zoned in St. Charles.

5. The length of time that the property has been vacant, as presently zoned, considered in the context of the land development in the area where the property is located.

The property is not vacant. There is one existing home on the property.

6. The evidence, or lack of evidence, of the community's need for the uses permitted under the proposed district.

Development trends in the surrounding area indicate that large-lot single-family development is the prevalent development type in this area. The development of this property into large-lot single-family homes will continue the existing trend of the surrounding community.

7. The consistency of the proposed amendment with the City's Comprehensive Plan.

The proposed rezoning is consistent with Comprehensive Plan land use designation of "Rural Residential," as only residential use will be permitted on the property and will maintain the large-lot rural character. The Comprehensive Plan recommends a density of 1 up to 2.5

dwelling units per acre in this area. The density of the proposed Bucki Single-Family Subdivision is 1.27 dwelling units per acre.

8. Whether the proposed amendment corrects an error or omission in the Zoning Map.

Not applicable.

9. The extent to which the proposed amendment creates nonconformities.

No new non-conformities will be created. The petitioner has demonstrated that the site can be developed for the intended use within the proposed zoning requirements.

10. The trend of development, if any, in the general area of the property in question.

Development trends indicate that large-lot residential development is acceptable in the surrounding area.

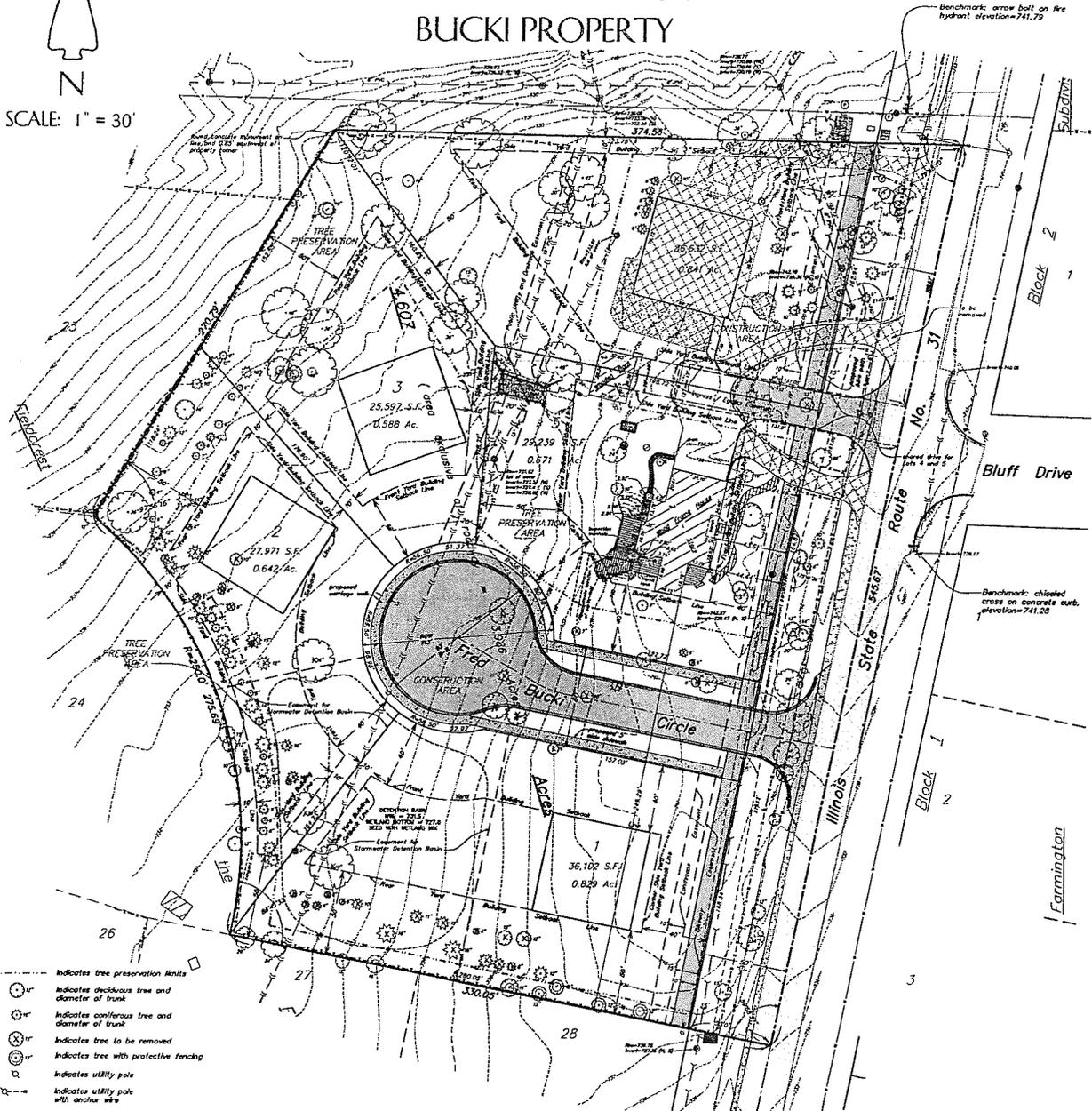
Exhibit C

Subdivision Preliminary Plan

PRELIMINARY PLAN FOR BUCKI PROPERTY



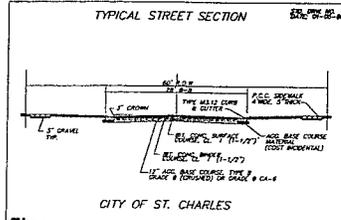
SCALE: 1" = 30'



Benchmark: arrow bolt on fire hydrant elevation=741.79

Benchmark: chiseled cross on concrete curb, elevation=741.28

- Indicates tree preservation limits
- Indicates deciduous tree and diameter of trunk
- Indicates coniferous tree and diameter of trunk
- ⊗ Indicates tree to be removed
- ⊗ Indicates tree with protective fencing
- ⊕ Indicates utility pole
- ⊕ Indicates utility pole with anchor wire
- ⊕ Indicates utility pole with light
- ⊕ Indicates traffic sign
- ⊕ Indicates phone pedestal
- ⊕ Indicates gas meter
- ⊕ Indicates electrical transformer
- ⊕ Indicates fire hydrant
- ⊕ Indicates water shut off valve
- ⊕ Indicates water valve vault
- ⊕ Indicates telephone manhole
- ⊕ Indicates sanitary sewer manhole
- ⊕ Indicates storm sewer manhole
- ⊕ Indicates storm catch basin
- Indicates underground gas line
- Indicates underground water line
- Indicates center line of fence (offset exaggerated to show direction)
- Indicates overhead wires
- Indicates sanitary sewer line
- Indicates storm sewer line
- Indicates existing gravel surface
- Indicates existing concrete surface
- Indicates existing asphalt surface
- Indicates items to be removed
- Indicates contour line
- Indicates proposed concrete surface
- Indicates proposed asphalt surface



TOPOGRAPHY AND SURVEY DATA OBTAINED FROM SURVEY PREPARED BY WESTERN SURVEYING & ENGINEERING, P.C.

BENCHMARK: TOP OF STEEL ROD IN SLEEVE (Kane County Designation KAN31 2A), Elevation=740.81 NAD 83 Datum.

SITE DATA	
TOTAL SITE ACREAGE	4.607 AC.
RESIDENTIAL AREA	3.571 AC.
AREA IN R.O.W.	1.036 AC.
NUMBER OF LOTS	5
MINIMUM LOT SIZE	0.588 AC.
MAXIMUM LOT SIZE	0.841 AC.
AVERAGE LOT SIZE	0.714 AC.
PROPOSED ZONING	RS-1

LEGAL DESCRIPTION

Commencing at the southwest corner of said Southwest Quarter, thence northerly along the West line of said Quarter, 1622.84 feet; thence easterly along a line parallel with the South line of said Quarter forming an angle of 89°27'41" from the prolongation of the last described course (measured clockwise therefrom) 762.80 feet to the center line of Illinois State Route No. 31 for a point for beginning; thence northerly along the East described course 374.55 feet to the northeasterly extension of a northeasterly line of Parkcrest by the First Subdivision, St. Charles Township, Kane County, (measured clockwise therefrom) 270.79 feet to a concrete monument situated at an angle point; thence southeasterly and southerly along an easterly line of said subdivision being a curve to the right tangent to a line forming an angle of 87°50'15" from the last described course (measured clockwise therefrom) having a radius of 250.00 feet, 275.83 feet to a concrete monument situated at an angle point; thence northerly along a northerly line of said subdivision forming an angle of 88°43'37" from a line tangent to the last described curve at the last described point (measured clockwise therefrom) 330.03 feet to the center line of said Route No. 31; thence northerly along said center line forming an angle of 80°58'57" from the last described course (measured clockwise therefrom) 245.67 feet to the point of beginning together with that part of Illinois State Route No. 31 lying between the center line and the westerly right of way line thereon; and between the westerly extension of the northerly and southerly property lines of the above described tract, in St. Charles Township, Kane County, Illinois.

ENGINEER & SURVEYOR:
WESTERN SURVEYING & ENGINEERING, P.C.
321 STEVENS STREET, SUITE A
GENEVA, ILLINOIS 60134
(630) 845-0600 (630) 845-0601 FAX
LICENSE PROFESSIONAL DESIGNER NO. 04500202

LAND PLANNER:
TRANS/LAND
116 SOUTH 13TH STREET
ST. CHARLES, ILLINOIS 60174
(630) 205-1198 (630) 443-6954 FAX
CONTACT IT@TRANS.LAND

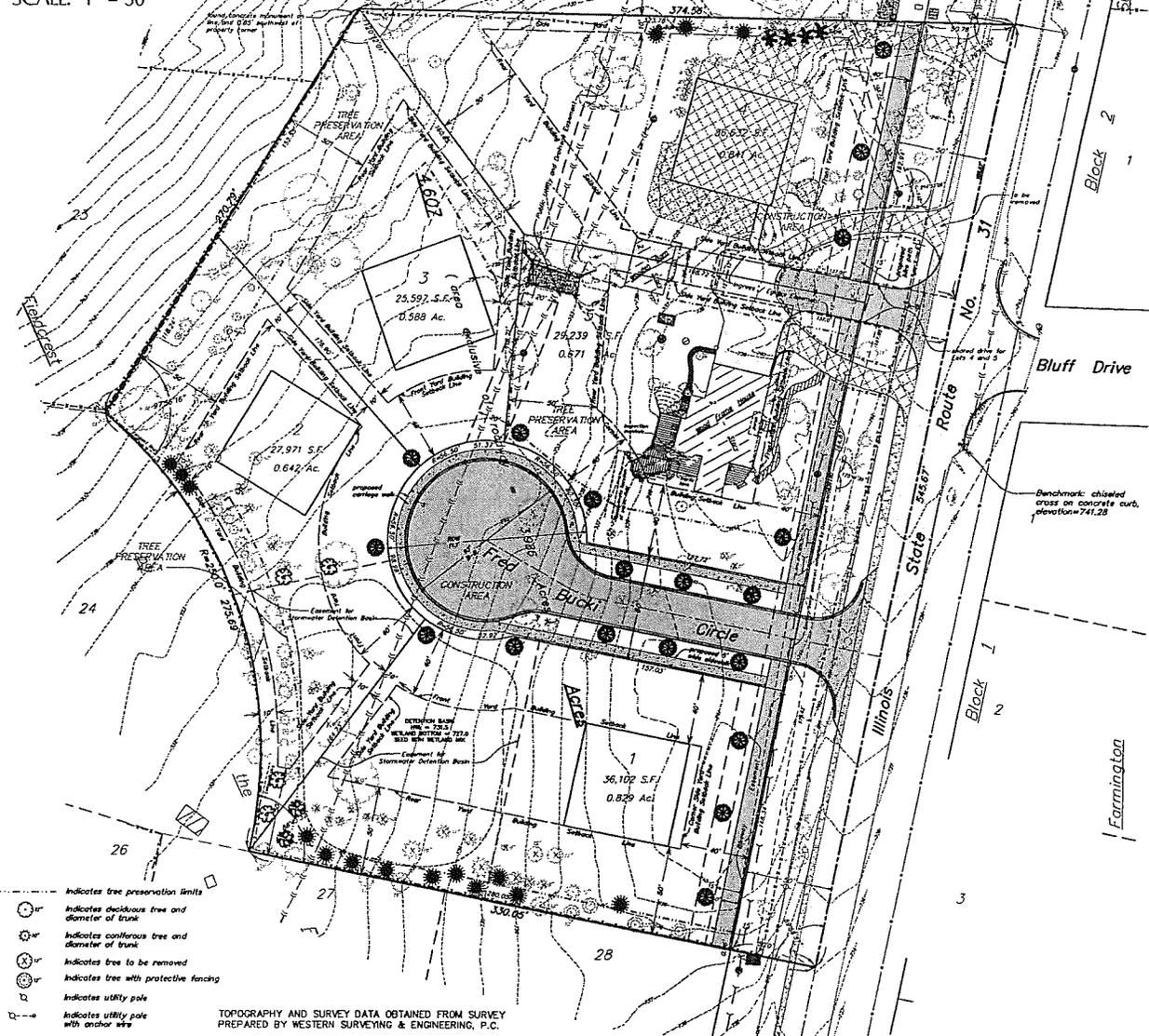
OWNED BY & PREPARED FOR:
TERRY BUCKI
5N 964 ROUTE 31
ST. CHARLES, IL 60175

7/11/21 11:38 AM
4,607.00 SQ. FT. LOTS
132,700.00 SQ. FT. LOTS
2,637.74 SQ. FT. LOTS
WSP: 08
31 N.E. 1/4 SECTION
2024 PREPARED

LANDSCAPE PLAN FOR BUCKI PROPERTY



SCALE: 1" = 30'



- Indicates tree preservation limits
- Indicates deciduous tree and diameter of trunk
- ⊗ Indicates coniferous tree and diameter of trunk
- ⊗ Indicates tree to be removed
- ⊗ Indicates tree with protective fencing
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TOPOGRAPHY AND SURVEY DATA OBTAINED FROM SURVEY PREPARED BY WESTERN SURVEYING & ENGINEERING, P.C.
BENCHMARK: TOP OF STEEL ROD IN SLEEVE (Kane County Designation KAN31 2A), Elevation=740.81 NAD 83 Datum.

Landscape Plan Schedule				
Key	Quantity	Botanical Name	Common Name	Size
Deciduous Trees				
AF	19	Acer and Freemanii 'Jeffersred'	Autumn Blaze Maple	2.5" Cal.
GT	4	Gleditsia Triacanthos var. Inermis 'Skycolor'	Skyline Honeylocust	2.5" Cal.
GD	2	Gymnocladus Dioica	Kentucky Coffee Tree	2.5" Cal.
Evergreen Trees				
PP	3	Picea Pungens F. Glauca	Colorado Blue Spruce	8' Ht.
TO	13	Thuja Occidentalis Cultivars	Eastern Arborvitae	8' Ht.
Evergreen Shrubs				
JH	4	Juniperus Chinensis Cultivars	Upright Juniper	3 Gal.

ENGINEER & SURVEYOR:
WESTERN SURVEYING & ENGINEERING, P.C.
321 STEVENS STREET, SUITE A
GENEVA, ILLINOIS 60134
(630) 845-0600 (630) 845-0601 FAX
LINCOLN PROFESSIONAL DESIGN FIRM REG. 06/20/94

LAND PLANNER:
TRANS/LAND
116 SOUTH 13TH STREET
ST. CHARLES, ILLINOIS 60174
(630) 205-1198 (630) 443-6954 FAX
COPYRIGHT © 1996, TRANS/LAND

OWNED BY & PREPARED FOR:
TERRY BUCKI
514 264 ROUTE 31
ST. CHARLES, IL 60175

3/15/96
6/13/96
8/1/96
9/1/96
10/1/96
11/1/96
12/1/96

Exhibit D

Preliminary Engineering Plans

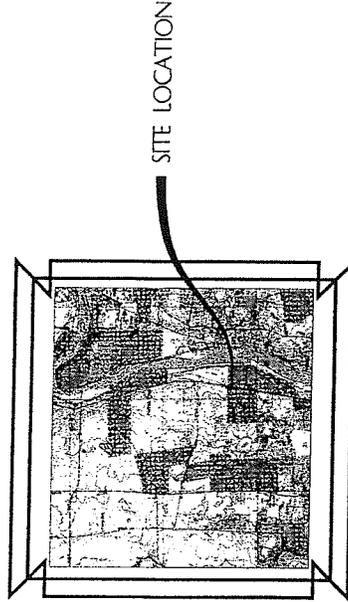
PRELIMINARY ENGINEERING FOR
BUCKI PROPERTY
 CITY OF ST. CHARLES KANE COUNTY ILLINOIS
 2007

OWNER / DEVELOPER

TERRY BUCKI
 54264 ROUTE 31
 ST. CHARLES, IL 60175

SHEET INDEX

- 1.) TITLE SHEET
- 2.) PRELIMINARY ENGINEERING PLAN



LEGEND

- | | |
|---|--|
| <p>PROPERTY OF PROPERTY
 OWNER</p> <p>--- UTILITY EASEMENT LINE</p> <p>--- PROPOSED CONTOUR</p> <p>--- EXISTING CONTOUR</p> <p>--- EXISTING UNDERGROUND GAS LINE</p> <p>--- EXISTING UNDERGROUND TELEPHONE LINE</p> <p>--- EXISTING OVERHEAD WIRE</p> <p>--- EXISTING STORM SEWER LINE</p> <p>--- PROPOSED STORM SEWER LINE</p> <p>--- EXISTING STORMWATER MANHOLE</p> <p>--- PROPOSED STORMWATER MANHOLE</p> <p>--- EXISTING FLAGED END SECTION</p> <p>--- PROPOSED FLAGED END SECTION</p> | <p>EXISTING GAS PIPELINE MARKER</p> <p>EXISTING ELECTRICAL JUNCTION BOX</p> <p>EXISTING UTILITY POLE</p> <p>EXISTING MANHOLE</p> <p>EXISTING SIGN</p> <p>EXISTING CURB AND GUTTER</p> <p>PROPOSED CURB AND STREET LIGHT</p> <p>PROPOSED OVERLAND FLOOD PATH</p> <p>WELL WITH SEPTIC SETBACK RADII</p> <p>PROPOSED SPOT GRAZE</p> <p>PROPOSED BITUMINOUS PAVEMENT</p> |
|---|--|

BENCHMARKS:

1. CHISELED CROSS ON CONCRETE CURB NEAR SOUTH END OF CURB RETURN AT SOUTHEAST CORNER OF ROUTE 31 AND BLUFF DRIVE
 ELEVATION = 741.28

LOCATION MAP
 NOT TO SCALE

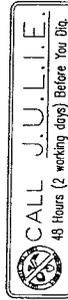
PROFESSIONAL ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) S.S.
 COUNTY OF KANE)

I, DANIEL C. WHITE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION IS THE WORK OF ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL SOCIETY OF PROFESSIONAL ENGINEERS OF ILLINOIS. I AM NOT PROVIDING PROFESSIONAL ENGINEERING SERVICES TO ANY OTHER PARTY AT THE SAME TIME AS I AM PROVIDING THESE SERVICES TO YOU. THIS TECHNICAL SUBMISSION IS INTERFERED TO BE USED AS AN INSTRUMENT OF SERVICE IN CONNECTION WITH THE PROJECT SPECIFICATION AND CONTRACT DOCUMENTS.

DATED THIS ____ DAY OF _____, A.D. 2009

ILLINOIS LICENSED PROFESSIONAL ENGINEER No. 062-054599
 MY LICENSE EXPIRES ON NOVEMBER 30, 2009



PREPARED BY
WESTERN SURVEYING & ENGINEERING, P.C.

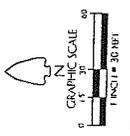


1000 WEST STREET, SUITE A
 CHICAGO, ILLINOIS 60607
 (773) 442-0000 (800) 442-0001 FAX
 PROFESSIONAL DESIGN: ILLINOIS NO. 184300789
 (LIMITED LIABILITY DESIGNER) STATE OF ILLINOIS, P.C.

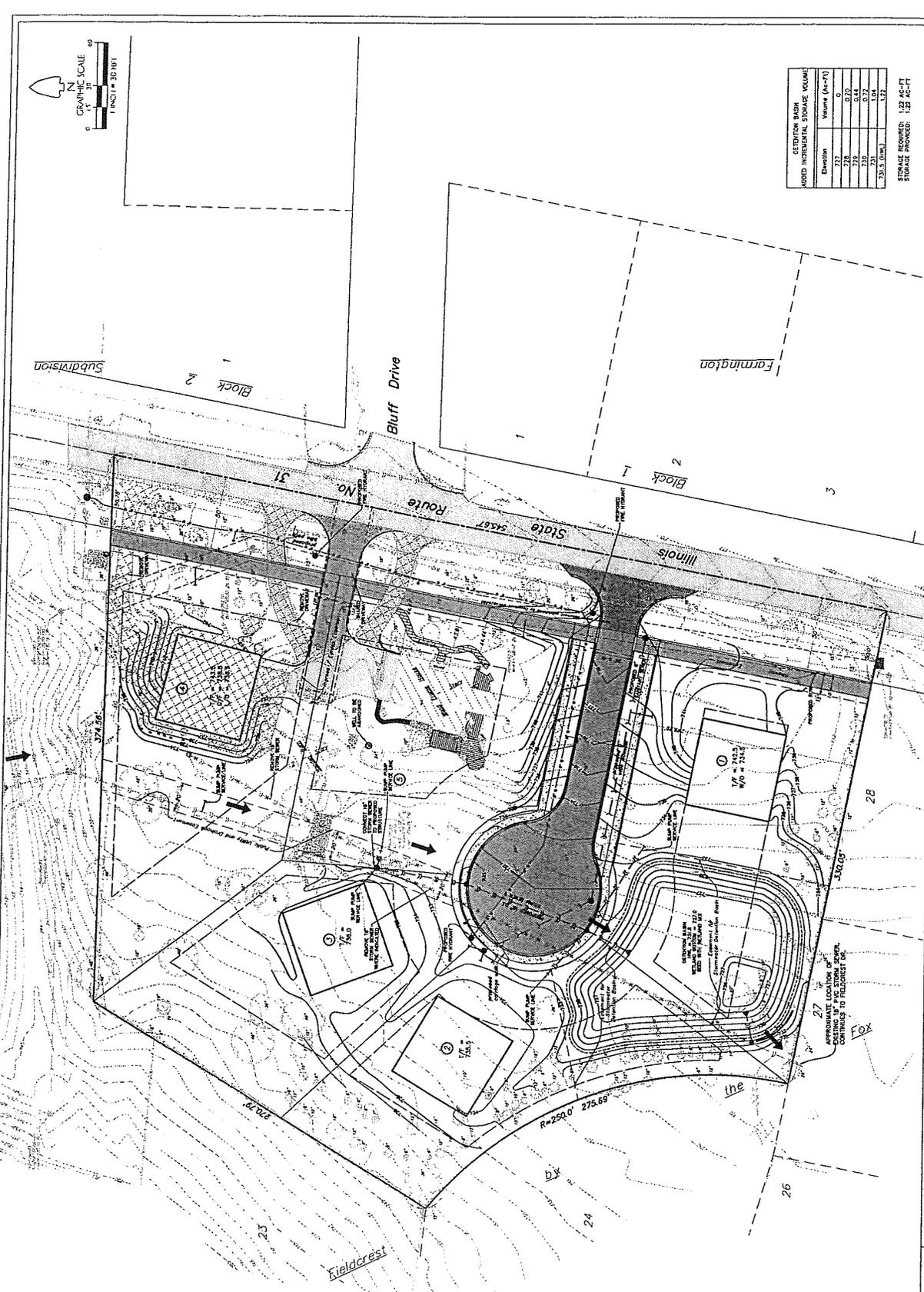
FILE NAME: 01-TITLE
 DRAWING NO: 000004/000
 DRAWN BY: DDB
 DATE: 8/25/07

NUMBER	DATE	REVISION	BY	REVISION
1	8/25/07	ISSUED FOR CITY ENGINEER REVIEW	DDB	REVISION
2	8/25/07	ISSUED FOR CITY ENGINEER REVIEW	DDB	REVISION
3	8/25/07	ISSUED FOR CITY ENGINEER REVIEW	DDB	REVISION

PREPARED FOR
TERRY BUCKI
 54264 ROUTE 31
 ST. CHARLES, IL 60175
 (618) 377-2506 (618) 377-0010



STATION DATA	
ADDED INDIVIDUAL STORAGE VOLUMES	
Elevation	Volume (Ac-Ft)
222	0
228	2.72
235	9.72
241	1.04
250.5 (Peak)	3.72
STORAGE REQUIRED: 132 AC-Ft	
STORAGE PROVIDED: 132 AC-Ft	



NO.	DATE	DESCRIPTION
1	10/17/07	ISSUED FOR PERMITS
2	1/16/08	REVISED FOR PERMITS
3	7/16/08	REVISED FOR PERMITS

PREPARED BY: WESTERN SURVEYING & ENGINEERING, P.C.
 5000 W. 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 (303) 733-8800 (303) 733-8877 F
 PREPARED FOR: TERRY BUCKI
 5028 ROUTE 31
 ST. CHARLES, ILLINOIS 62253
 (618) 377-2850 (618) 377-2877 F

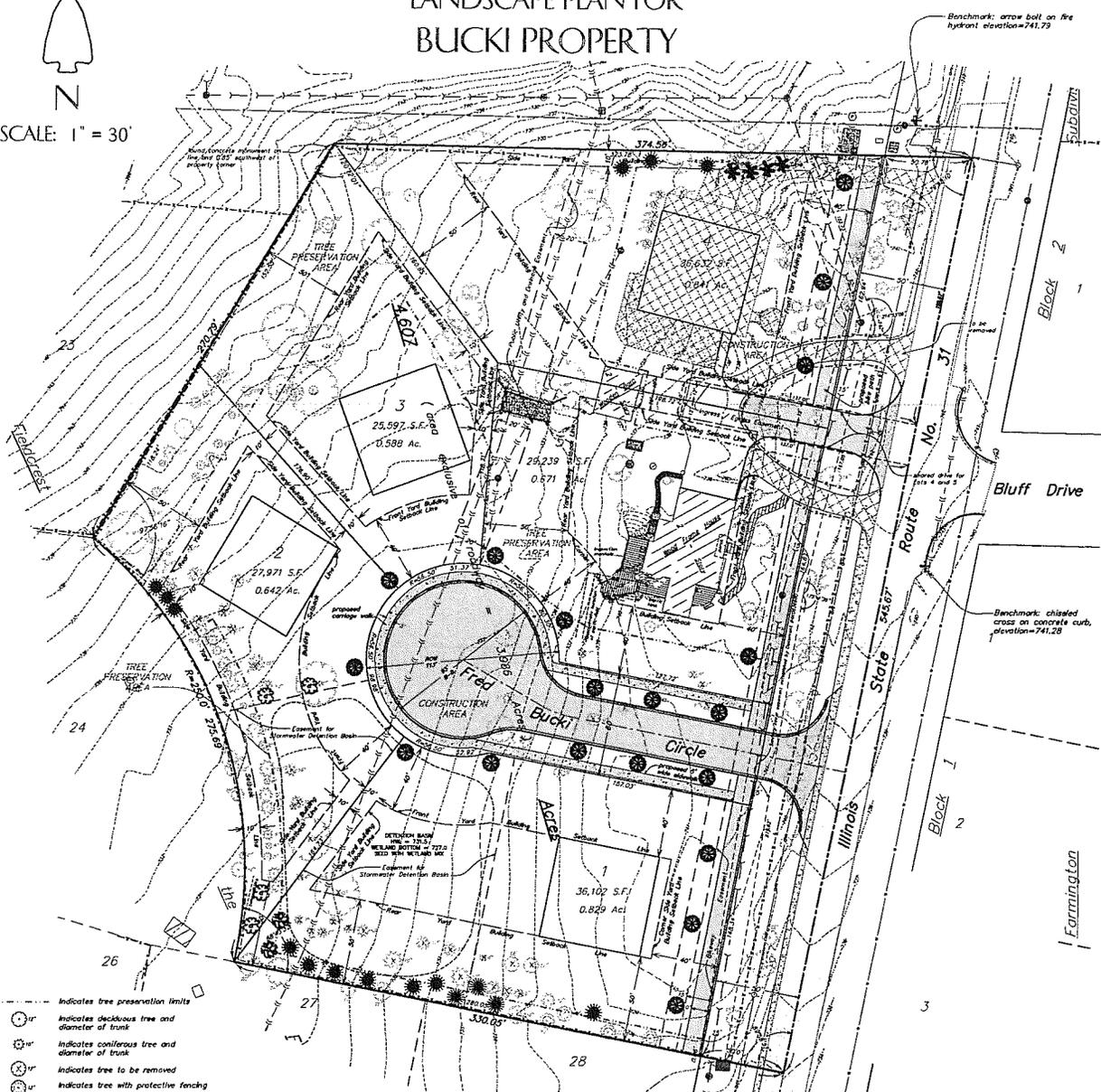
PROJECT: BUCKI PROPERTY - PRELIMINARY ENGINEERING PLAN
 CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS
 SHEET 2 OF 2

EXHIBIT "D"
PRELIMINARY PLAN

LANDSCAPE PLAN FOR BUCKI PROPERTY



SCALE: 1" = 30'



- Indicates tree preservation limits
- Indicates deciduous tree and diameter of trunk
- Indicates coniferous tree and diameter of trunk
- Indicates tree to be removed
- Indicates tree with protective fencing
- Indicates utility pole
- Indicates utility pole with anchor wire
- Indicates utility pole with light
- Indicates traffic sign
- Indicates phone pedestal
- Indicates gas meter
- Indicates electrical transformer
- Indicates fire hydrant
- Indicates water shut off valve
- Indicates water valve vault
- Indicates telephone manhole
- Indicates sanitary sewer manhole
- Indicates storm sewer manhole
- Indicates storm catch basin
- Indicates underground gas line
- Indicates underground water line
- Indicates center line of fence (offset exaggerated to show direction)
- Indicates overhead wires
- Indicates sanitary sewer line
- Indicates storm sewer line
- Indicates existing gravel surface
- Indicates existing concrete surface
- Indicates existing asphalt surface
- Indicates items to be removed
- Indicates contour line
- Indicates proposed concrete surface
- Indicates proposed asphalt surface

TOPOGRAPHY AND SURVEY DATA OBTAINED FROM SURVEY PREPARED BY WESTERN SURVEYING & ENGINEERING, P.C.
BENCHMARK: TOP OF STEEL ROD IN SLEEVE (Kane County Designation KAN31 2A), Elevation=740.81 NAD 83 Datum.

Landscape Plan Schedule				
Key	Quantity	Botanical Name	Common Name	Size
Deciduous Trees				
AF	19	Acer and Freemanii 'Jeffersred'	Autumn Blaze Maple	2.5" Cal.
GT	4	Gleditsia Triacanthos var. Inermis 'Skycole'	Skyline Honeylocust	2.5" Cal.
GD	2	Gymnocladia Dioica	Kentucky Coffee Tree	2.5" Cal.
Evergreen Trees				
PP	3	Picea Pungens F. Glauca	Colorado Blue Spruce	8' Ht.
TO	13	Thuja Occidentalis Cultivars	Eastern Arborvitae	8' Ht.
Evergreen Shrubs				
JH	4	Juniperus Chinensis Cultivars	Upright Juniper	3 Gal.



ENGINEER & SURVEYOR:
WESTERN SURVEYING & ENGINEERING, P.C.
221 STEVENS STREET, SUITE A
GENEVA, ILLINOIS 60134
(630) 845-0600 (630) 845-0601 FAX
LINK: WESTERN@DISA.BELL.NE.COM

LAND PLANNER:
TRANS/LAND
116 SOUTH 15TH STREET
ST. CHARLES, ILLINOIS 60174
(630) 205-1198 (630) 443-6954 FAX
COPYRIGHT © 2006, TRANS/LAND

OWNED BY & PREPARED FOR:
TERRY BUCKI
5N 264 ROUTE 31
ST. CHARLES, IL 60175

3/15/06
09:22:51 AM
MM 13
31 163 CADSWIN
LIVE & WORK JUST

EXHIBIT "E"

PRELIMINARY ENGINEERING PLANS

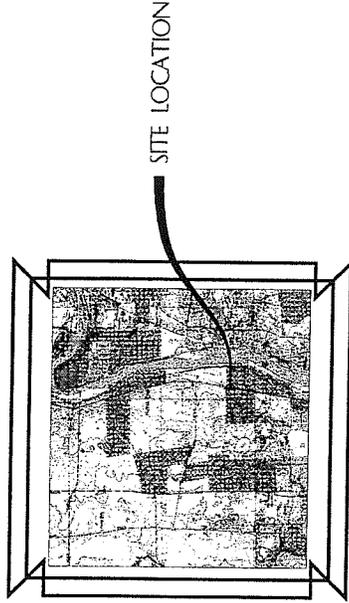
PRELIMINARY ENGINEERING FOR
BUCKI PROPERTY
 CITY OF ST. CHARLES KANE COUNTY ILLINOIS
 2007

OWNER / DEVELOPER

TERRY BUCKI
 5N264 ROUTE 31
 ST. CHARLES, IL 60175

SHEET INDEX

- 1.) TITLE SHEET
- 2.) PRELIMINARY ENGINEERING PLAN



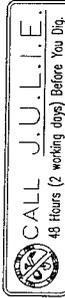
LOCATION MAP
 NOT TO SCALE

LEGEND

- BOUNDARY OF PROPERTY
- ADJACENT PROPERTY LINE
- UTILITY EASEMENT LINE
- EXISTING CONDUIT
- EXISTING UNDERGROUND CABLE LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING OVERHEAD WIRE
- PROPOSED SPLIT FENCE
- EXISTING BRICK TILE
- PROPOSED STORM SEWER LINE
- INDICATES UTILITY TO BE REMOVED
- TRENCH BACKFILL
- PROPOSED CATCHMENT
- PROPOSED MANHOLE
- EXISTING FLARED END SECTION
- PROPOSED FLARED END SECTION
- EXISTING GAS PNEUMATIC MASTERS
- EXISTING ELECTRICAL JUNCTION BOX
- EXISTING TELEPHONE PNEUMATIC
- EXISTING UTILITY POLE
- EXISTING AND/OR
- PROPOSED STOP SIGN
- PROPOSED CORNER HEAD STREET LIGHT
- PROPOSED STOP SIGN
- PROPOSED OVERLAND FLOOD PATH
- WELL WITH SEPTIC TRACK RADIUS
- PROPOSED SPOT GRADE
- PROPOSED BIPHASIC PAVEMENT

BENCHMARKS:

1. CHISELED CROSS ON CONCRETE CURB NEAR SOUTH END
 AND RETURN AT SOUTHEAST CORNER OF ROUTE 31
 ELEVATION = 741.28



NO.	DATE	REVISION	BY	DESCRIPTION
1	11/17/08	ISSUED FOR PERMITS		
2	11/17/08	REVISED PER CITY WORK CONDITIONS		
3	11/17/08	REVISED PER CITY WORK CONDITIONS		

PREPARED FOR:
TERRY BUCKI
 5N264 ROUTE 31
 ST. CHARLES, IL 60175
 630.317.0050 630.818.7977 FAX

PREPARED BY:
WESTERN SURVEYING & ENGINEERING, P.C.
 871 STRAIN STREET, SUITE 101A
 BLOOMINGTON, ILLINOIS 61710
 PROFESSIONAL ENGINEER NO. 14-090967
 LICENSED IN STATE OF ILLINOIS SURVEYING & ENGINEERING, P.C.



FILE NAME: 01.TITLE
 DRAFTER: JSP/007/CAD
 CHECKER: JSP/007
 DATE: 9/20/07

PROFESSIONAL ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) S.S.
 COUNTY OF KANE)

I, **PANEL C. WHITE**, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS,
 HEREBY CERTIFY THAT THE ABOVE SUBMISSION WAS PREPARED ON
 BEHALF OF **TERRY BUCKI** BY **WESTERN SURVEYING & ENGINEERING, P.C.**
 UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS
 THE PROPERTY OF WESTERN SURVEYING & ENGINEERING, P.C. AND IS TO BE USED ONLY AS AN INTERNAL PART OF, AND IN CONJUNCTION
 WITH THE PROJECT SPECIFICATION AND CONTRACT DOCUMENTS.
 DATED THIS ____ DAY OF _____, A.D. 2009

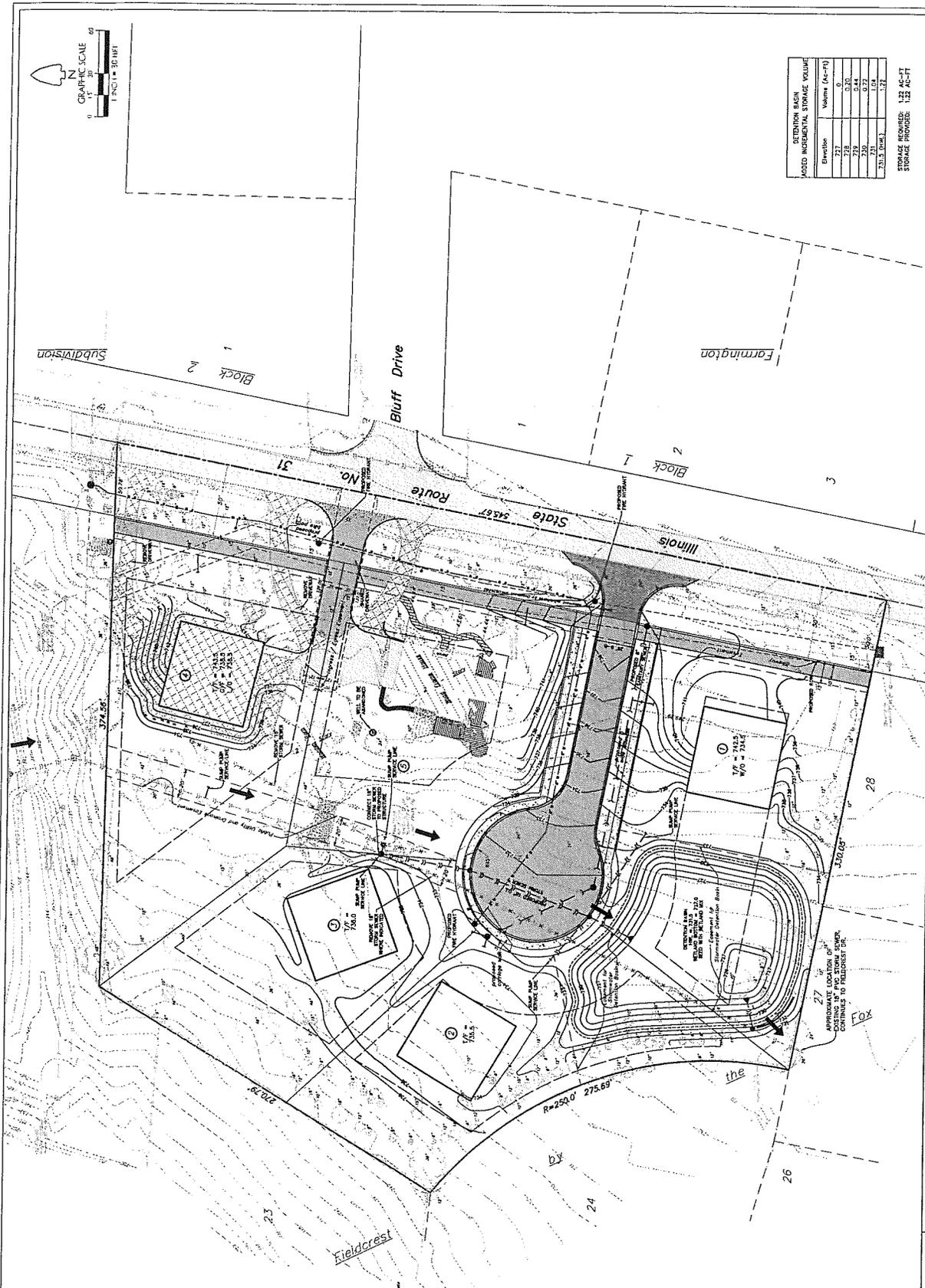
ILLINOIS LICENSED PROFESSIONAL ENGINEER No. 082-054599
 MY LICENSE EXPIRES ON NOVEMBER 30, 2009

WESTERN SURVEYING & ENGINEERING, P.C.
 871 STRAIN STREET, SUITE 101A
 BLOOMINGTON, ILLINOIS 61710



DETENTION BASIN ADDED INCREMENTAL STORAGE VOLUME	
Elevation	Volume (Ac-FT)
333	0.00
328	0.20
323	0.44
318	0.72
313	1.12
308.5 (Peak)	1.72

STORAGE PROVIDED: 1.72 AC-FT



NO.	DATE	DESCRIPTION
1	12/27/08	ISSUED FOR CITY BLOCK COMMENTS
2	1/27/09	ISSUED FOR CITY BLOCK COMMENTS
3	1/27/09	ISSUED FOR CITY BLOCK COMMENTS
4	1/27/09	ISSUED FOR CITY BLOCK COMMENTS

PREPARED BY:
WESTERN SURVEYING, INC.
P. ATENSKI, L.S.M.
607 441 0000
607 441 0001
607 441 0002
607 441 0003

DATE: 12/27/08
DRAWN BY: DOK
CHECKED BY: DOK
SCALE: 1"=30'-0"

PROJECT: BUCKY PROPERTY - PRELIMINARY ENGINEERING PLAN
CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

FILE NAME: P1000
SHEET: 2 OF 2

PREPARED FOR:
BERRY BUCK
1100 N. 1ST ST.
ST. CHARLES, IL 60175
(630) 377-2800 (630) 377-2977 F



WESTERN SURVEYING, INC.
P. ATENSKI, L.S.M.
607 441 0000
607 441 0001
607 441 0002
607 441 0003

DATE: 12/27/08
DRAWN BY: DOK
CHECKED BY: DOK
SCALE: 1"=30'-0"

PROJECT: BUCKY PROPERTY - PRELIMINARY ENGINEERING PLAN
CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

FILE NAME: P1000
SHEET: 2 OF 2

PREPARED FOR:
BERRY BUCK
1100 N. 1ST ST.
ST. CHARLES, IL 60175
(630) 377-2800 (630) 377-2977 F

EXHIBIT "E-1"

PICTURE OF EXISTING SIGNAGE



EXHIBIT "F"

DECLARATION OF COVENANTS

Prepared by and when recorded
return to:

Charles A. Radovich
Radovich & Radovich
312 West State Street
Geneva, Illinois 60134

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BUCKI SUBDIVISION
ST. CHARLES, ILLINOIS**

THIS DECLARATION made this ____ day of _____, 2008, by Terrence F. Bucki (hereinafter "Declarant");

RECITALS

- A. Declarant is the owner of record of certain real property legally described as follows:

Lots 1 through 5, Bucki Subdivision, in the City of St. Charles, Kane County, Illinois.

Declarant's real property is referred to as the "Property."

- B. Except as specifically noted below, Declarant is desirous of submitting the Property to the terms of this Declaration; and
- C. The purposes of this Declaration are to keep and maintain the Development as desirable, attractive, uniform and suitable in architectural design and use, to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of building built of improper or unsuitable materials and to provide for the highest level and quality of improvements thereto, as more fully set forth below:

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1
DEFINITIONS

Bucki.

- A. "Association" means the Bucki Sudivision Owners Association, an Illinois not-for-profit corporation.
- B. "ByLaws" means the Bylaws of the Association, which are attached as Exhibit B to this Declaration.
- C. "Board" means the Board of Directors of the Association.
- D. "Common Property" means the detention basin located on the westerly portion of Lot 1 and the southeasterly portion of Lot 2 which basin is designated as an easement for stormwater detention basin on the final plat of subdivision for Bucki Subdivision.
- E. "Committee" means the Architectural Review Committee.
- F. "Declarant" means Terrence F. Bucki.
- G. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Bucki Subdivision.
- H. "Development" means Bucki Subdivision.
- I. "Lot" means any numbered Lot designed on the recorded plat of the Development.
- K. "Owner" means any person or legal entity who holds fee simple title to any Lot.
- L. "Plat" means the maps or plats of Bucki Subdivision as they are from time to time recorded.
- M. "Single Family Dwelling" means a residential dwelling for one or more persons each related to the other by blood, marriage or legal adoption maintaining a common household in such dwelling which is in compliance with the zoning regulations of the City of St. Charles.

ARTICLE II
TERMS

Section 2.1. Land Use. Each Lot shall be improved with a Single Family Dwelling and such out buildings as are usually accessory thereto. No building or structure of any kind, other than a Single Family Dwelling not exceeding two (2) stories in height having an attached garage for not more than three (3) automobiles, shall be erected, altered, placed or permitted to remain on any Lot in the Development, except as set forth herein, and no such building or structure shall be put to any use other than for residential

purposes. Not more than one (1) detached garage or outbuilding shall be permitted on each Lot. All frontload three (3) automobile garages must have a break in the roof by stepping one stall back or forward a minimum of one (1) foot.

Notwithstanding the provisions of the foregoing covenant in this Article II, Section 2.1, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 2.2 Minimum Area. All Single Family Dwellings having two (2) stories must contain a minimum of Two Thousand Two Hundred (2,200) square feet not including an attached garage or basement. All Single Family Dwellings having one (1) story must contain a minimum of One Thousand Eight Hundred (1,800) square feet, not including an attached garage or basement. All single Family Dwellings having one and one-half (1-1/2) stories must contain a minimum of One Thousand Eight Hundred (1,800) square feet not including an attached garage or basement. The term "square feet" is defined as the sum of the horizontal area of the several floors of the building, exclusive of basements, garages and open terraces. All detached garages must have a minimum of 450 square feet.

Notwithstanding the provisions of the foregoing covenant in this Article II, Section 2.2, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 2.3. Exterior Appearance. All Single Family Dwellings must be constructed using one or more of the following exterior materials: brick, stone or cedar. All exterior fireplaces chases must be brick or stone; no wood or aluminum chases are allowed. The use of aluminum or vinyl gutters, downspouts and shutters is allowed. All residential structures must have brick or stone covering One Hundred percent (100%) of the front exterior. All roofs must be of cedar shake, slate, tile or laminated (textured) 280# or heavier asphalt shingle material. Any ridge or other vents must match the color of the roof. A minimum roof pitch of 8/12 is required, unless a variance is granted by the Architectural Review Committee. Garage doors must have raised or recessed panels. No skylights/roof windows will be allowed in front elevations.

Notwithstanding the provisions of the foregoing covenant in this Article II, Section 2.3, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 2.4. Pools. In-ground pools made of concrete or fiberglass are allowed. No aboveground pools are permitted.

Section 2.5. Driveways. All drives must be concrete or bituminous concrete. Stamped concrete or pavers are allowed. Stamped and dyed alternative driveway materials are subject to approval of the Architectural Review Committee.

Notwithstanding the provisions of the foregoing covenant in this Article II, Section 2.5, the residence and structures on Lot 5 shall not be governed by the foregoing provisions

unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 2.6. Basements. Full basements are required for all two story Single Family Dwellings. Single story Single Family Dwellings must have a full basement under two thirds (2/3) of the structure.

Notwithstanding the provisions of the foregoing covenant in this Article II, Section 2.7, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 3.1. There shall be formed an Illinois Not-for-Profit Corporation to be known as the Bucki Subdivision Owners' Association which in cooperation with the Declarant, shall administer, operate, maintain, and promote the desired purpose of this Declaration along with holding title to the Common Property. The Board of Directors of such corporation shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the common improvements (as defined herein) shall be binding.

Section 3.2. Declarant shall convey to the Association fee simple title in and to the Common Property together with the improvements located thereon within ten days of the formation of the Bucki Subdivision Owners Association as provided herein. A copy of the recorded deed shall be furnished to the City of St. Charles.

Section 3.3. Membership in the Bucki Subdivision Owners Association shall be limited to record Owners or the designated beneficiary in the case of title being held in a land trust or intervivos trust. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall automatically be a Member (hereinafter referred to as "Member") of the Bucki Subdivision Owners Association (herein referred to as the "Bucki Subdivision Owners Association" or "Association").

Section 3.4. Each Owner, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created for and reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall insure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Section or

described in any other part of this Declaration or the by-laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 3.5. As a Member of the Association, each Lot Owner hereby covenants and agrees to be bound by the provisions of the by-laws of the Association as such may be properly adopted, altered or amended from time to time pursuant to the terms hereof, except nothing in the by-laws may conflict with any provision of this Declaration without amending this Declaration.

Section 3.6. Each Lot shall be entitled to one vote.

Section 3.7. The election of members to the Board, changes in by-laws, annual assessments and special assessments shall be proposed by the Board and voted on by the Members of the Association at annual meetings or special meetings with proper notice having been given. The affirmative vote of a majority of the Lot owners present or represented by proxy shall be sufficient to elect a Board Member, change a by-law, or effect an annual or special assessment.

Members of the Association may nominate board members, propose changes in the by-laws and propose annual or special assessments provided that:

- A. The nomination may be presented at the time of the annual or special meeting, and
- B. The proposed change in the by-laws and a proposed annual or special assessment must be distributed to the Lot owners of record not less than five (5) days prior to the annual or special meeting.

Section 3.8. Notwithstanding the provisions of the foregoing covenant in this Article III, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

ARTICLE IV

BOARD OF DIRECTORS - ELECTION AND REPLACEMENT

At the Annual Meeting, the Members of the Association shall elect Members to the Board. The Board shall be comprised of three (3) Members. The by-laws shall provide for the duties of the Board's Officers, the term of service of the Board Members, the replacement of inactive Board members, and the replacement of Board Members who terminate their membership in the Association. No Lot Owner shall be a Member of the

Board who shall not be a resident of the Property unless there are an insufficient number of Lot Owners residing on the Property.

ARTICLE V

BOARD OF DIRECTORS - POWERS AND DUTIES

Section 5.1. The purpose of the Bucki Subdivision Owners Association is to enforce the provisions of this Declaration, and to care for, maintain, repair, mow, and in each and every way provided for the maintenance, repair and rehabilitation of the Common Property. Said improvements referenced in this section (hereinafter referred to as the "Common Property Improvements.")

Section 5.2. The administration and operation of the Common Property Improvements shall be vested in the Board of Directors of the Association.

Section 5.3. Prior to the first annual meeting of the Members, Declarant shall have the powers, authority, obligations and duties of the Board of Directors including without limitation the duties and obligations set forth in Section 1 of this Article.

Section 5.4. The annual meeting of the Members shall be held within ninety (90) days after all the Lots in the Property are sold by Declarant or prior to this time at the discretion of Declarant and at a time and place to be specified by the Declarant with not less than ten (10) days written notice to the Lot Owners (as determined by the closing records of the Declarant).

Subsequent annual meetings and special meetings of the Association shall be held in accordance with the by-laws and upon not less than ten (10) days written notice to the Lot Owners of record.

Section 5.5. At the said first annual meeting, the Board of Directors shall be elected by the Members in accordance with the by-laws and this Declaration.

Section 5.6. The Board of Directors (hereinafter referred to as the "Board") as provided for at Section 4.1, shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Common Improvements, subject to the terms of this Declaration.

Section 5.7. To the extent such services are not provided by any governmental body or the individual Lot Owners, and as such services are authorized by this Declaration, the Board shall have the following duties, authority and powers:

A. For the maintenance, repair, cost of operating, replacement and removal of Common Property Improvements; and

B. To operate the Association including the purchasing of services, the retention of professional management if the Board deems it appropriate, hiring of professional consultants, the payment of expenses, the accounting of receipts and disbursements, securing the necessary insurance, the collection of assessments, providing the Members with notice of annual and special meetings and conducting the Association meetings

Section 5.8. The members of the Board shall not be liable to the Members for any mistakes in judgment or acts or omissions (not made in bad faith) as members of the Board. The Members shall indemnify and hold the Board of Directors harmless against all contractual liabilities to other arising out of agreements made by such Board members on behalf of the Members or the Association unless such agreements shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any Lot Owner shall be limited to an amount determined by dividing the total liability by the total number of Lots subject to the terms of this Declaration. All contracts and agreements entered into by the Board shall be deemed executed by said Board as agent for Association.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 6.1. Every owner is deemed to covenant and agrees to pay the Association:

- A. An annual assessment or charges representing the Lot Owner's proportionate share of the expenses referenced in Article VI, Section 7. A., and B, and;
- B. Special assessments for improvements and other expenses not covered by the annual assessments and accumulated reserves. Said special assessments may be collected from time to time as hereinafter provided.

Notwithstanding the provisions of the foregoing covenant, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 6.2. Not less than ten (10) days prior to an annual meeting or a special meeting of the Association, the Board shall distribute the following, along with the meeting notice specifying the time and place, whenever a new annual assessment is being announced:

- A. Financial statements including an income and expense statement and a balance sheet dated within forty-five (45) days of the date of the meeting, and
- B. A budget for the following year in the case of an annual meeting and a budget for the proposed expenditure of the special assessment (when applicable).

Section 6.3. In the event a budget or assessment (proposed either by the Board or a Member of the Association) is voted on at an annual or special meeting and the budget or assessment does not receive the affirmative vote of a majority of the Association Members present or represented by proxy, the Board may then propose an amended budget or assessment at the same meeting and continue the process until such time as a budget or assessment is approved by the majority of the Members present or represented by proxy.

Section 6.4. In the event that a majority of the Lot Owners represented by proxy or present at an annual meeting cannot agree on an annual budget or annual assessment, the annual assessment shall remain unchanged from the preceding year and the Board shall not be authorized (in this event) to use any portion of the current assessment or the accumulated excess (Article VIII, Section 10) and the accumulated reserves for capital improvements (as defined herein in Article VIII, Section 11).

Section 6.5. Any annual assessment or special assessment shall not become due less than thirty (30) days after approval by the Members of the Association as provided herein and in the by-laws and not less than twenty (20) days after notice of the approved assessment of the Members.

Section 6.6. All annual assessments and special assessments are to be established and collected as herein provided in this Declaration, together with the Articles of Incorporation and by-laws of the Association. All such assessments, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the Owner(s) of such Lot at the time when the assessment fell due. Such personal obligation shall pass to his successors in title and shall run with the land.

Section 6.7. The first annual assessment shall be determined by the Developer and be due and payable time of the closing on the sale/purchase of a Lot.

Section 6.8. Prior to the resolution of the City approving the construction and completion of the Common Property Improvements, the expenses for the maintenance of Common Property Improvements shall be paid by the Declarant. The Declarant shall not be responsible for contributing to reserves. The Declarant shall have the same obligations and rights as do the other Lot Owners (Members) for the Lots that the Declarant is the record owner.

Section 6.9. A Lot Owner's obligation to pay assessments shall commence on the date of closing of such Lot Owner's acquisition of a Lot.

Section 6.10. The annual assessments and special assessments shall be assessed equally to each Lot.

Section 6.11. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Lot Owner by applying any such excess to expenses and reserves for the subsequent year.

Section 6.12. Special assessments for all or part of a capital improvement must receive five (5) affirmative votes by Lot Owners at a regular annual meeting or special

meeting of the Association. Notwithstanding the provisions of this Declaration, and in particular the provisions of Article VIII Section 12, no special assessments may be assessed against any Lot owned by Declarant. Capital improvements are defined herein as "additions to the existing improvements" (not replacements, repairs, or other maintenance items).

Annual assessment budgets can include line items for capital improvements, and in this event, they shall only require the affirmative vote of a majority of the Lot Owners present or represented by proxy at an annual meeting called in accordance with the terms of this Declaration.

Section 6.13. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid as of the date of the certificate and in the event the assessments on the specified Lot are not paid in full as of the date of the certificate, the amount currently due together with interest, cost and attorney's fees. In the event that assessments are levied but are not yet due, the certificate shall state the amount and due date for the installments assessed but not collected.

A reasonable charge may be made by the Board for the insurance of these certificates. Said charge shall be consistent and represent out of pocket expenses incurred by the Board in preparing the certificate. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.14. Any assessments, annual or special or charges against the Lot pursuant to Article VIII, Section 4 that are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then owner or owners, his heirs, devisees, personal representatives, assigns, successors, and grantees.

Should title to any Lot be held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase the Property.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum.

The Association may record a lien to evidence the delinquent assessment. The Association may recover any delinquent assessments by bringing an action at law or in equity against the then owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

Section 6.15. In the event of any default by any Lot Owner in the performance of his obligations under this Declaration, the Board or its agents, shall have the rights and remedies permitted under this Declaration, in addition to those provided or permitted by

law, including the right to take possession of such Lot Owners interest in the Lot for the benefit of all other Lot Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.)

The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 7.1. In the event of any default of any Lot Owner under the provisions of this Declaration, or any amendment thereof, the Board shall have each and all of the rights which may be provided for in this Declaration and by-laws, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with such actions or proceeding, including court cost and reasonable attorneys' fees and other fees and expenses, shall be charged to and assessed against such defaulting Lot Owner.

If the Board of Directors of the Association determines that a Lot Owner is not complying with the requirements of Section 3.4 of the Declaration, and upon ten (10) days written notice to that Lot Owner, the Association, its employees or agents may enter onto the Lot to perform the required maintenance as specified herein. Such entrance shall not be deemed a trespass. The Association shall bill the Lot Owner at 110% of the cost to complete the required maintenance and the Lot Owner shall remit this amount to the Association within thirty (30) days. In the event the Association does not receive full payment within the said thirty (30) day period, the Association may pursue its remedies under Article VIII, Sections 14 and 15 hereof.

Notwithstanding the provisions of the foregoing covenant in the Article VII, Section 7.1, the residence and structures on Lot 5 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

Section 7.2. The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration, by-laws or the rules and regulations of the Board, shall not constitute a waiver of the continuing right to enforce such provisions, covenants or conditions in the future, irrespective of the number of violations, defaults or breaches which may occur.

Section 7.3. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the by-laws or rules and regulations of the Board of Association, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association from thus exercising the same or from exercising such other and additional rights, remedies, or privileges as may be granted to the Association at law or in equity.

Section 7.4. In any conflict between this Declaration and the by-laws of the Association, and the rules and regulations of the Board, the Declaration shall take precedence. The by-laws shall take precedence over the rules and regulations of the Board.

ARTICLE VIII

INSURANCE

The Board shall also have the authority to obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, Worker's Compensation insurance and other liability insurance as it may deem appropriate, insuring each Owner, the Association, members of the Board, the Declarant, and their respective employees and agents, from liability in connection with Association maintained Common Improvements, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities and good faith errors of judgment. Such insurance coverage may include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses and shall be included in the annual budget and paid through annual assessments or special assessments.

ARTICLE IX

RESIDENTIAL RESTRICTIONS

Section 9.1. Offensive Activities; Nuisance. (i) No noxious or offensive trade or activity shall be carried out upon any Lot in the Development nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; (ii) No installation of exterior television or radio antennas, poles, wires, rods, satellite dishes exceeding eighteen inches (18") in diameter or other devices in connection with the reception or transmission of any television, radio, internet or other electrical signal shall be permitted without the prior approval of the Architectural Review Committee; (iii) There shall be no wooden clothes racks placed outside of any Single Family Dwelling; (iv) Weeds or grass on any lot may not exceed (12") in height; (v) Window air conditioning units are prohibited; (vi) All lots shall be kept free of debris during and after construction of the Single Family Dwelling; and (vii) A dumpster must be placed on each Lot site under construction within one (1) week of the commencement of framing of the Single Family Dwelling.

Section 9.2. Business Operation. No grantee or grantees, under any conveyance, nor purchasers, shall, at any time, conduct or permit to be conducted on any Lot any trade of business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries or church schools, nor shall the premises be used for any purpose whatever except for the purpose of providing a private Single Family Dwelling. Nothing in this Paragraph 2 shall be construed as preventing or prohibiting a Lot Owner from maintaining his personal professional library, keeping his personal business of professional records or accounts, handling his personal business or professional telephone calls within his Single Family Dwelling, or maintaining a home office which is operated in compliance with the City of St. Charles Zoning Ordinances as amended from time to time. No signs shall be allowed for any such home office.

Section 9.3. Existing Structures. No existing or used structure shall be moved onto any Lot in the Development, with the exception of the farmhouse presently owned by Terrence F. Bucki on Lot 5.

Section 9.4. Parking Vehicles. No type of vehicle, except conventional passenger vehicles (including sports utility vehicles, pick up trucks and vans), shall be parked outside any garage on any Lot in the Development overnight, provided, however, that commercial vehicles may be so parked when same are engaged in delivery or service to any residence located in the Development. Further, no aircraft, recreational vehicle, commercial vehicle, boat, snowmobile or watercraft of any kind or nature shall be stored permanently or more than two days, outside any garage or otherwise in the open on any Lot in the Development.

Section 9.5. Landscaping. At a minimum, all building sites shall be seeded and mulched and maintained until a permanent lawn is established. Erosion control measures must be employed to insure that silt and mud does not move beyond the disturbed building site.

Section 9.6. Number of Structures Per Lot. Only one Single Family Dwelling per Lot is permitted, along with such ancillary structures as may be approved by the Architectural Committee (i.e. gazebos). All Single Family Dwellings in the Development shall be constructed according to the applicable building codes, regulations and ordinances promulgated by the City of St. Charles and the terms of this Declaration; provided, however, that if any of the standards set forth herein or which may be hereinafter imposed by amendment to this document are more restrictive than said codes, regulations or ordinances, the more restrictive standards shall govern. Lot set backs, side yard and rear yard set backs must follow the Plat as accepted by the City of St. Charles.

Section 9.7. Construction of Single Family Residence. Each Owner of a lot must cause the sidewalk and parkway trees to be constructed on their Lot within twenty-four (24) months after Closing on the sale of their Lot from Declarant to the initial owner. Further any such lot shall be seeded and sodded within such time frame.

Section 9.8. Architectural Review. There is an Architectural Review Committee hereby created which shall be responsible for reviewing the plans of proposed new construction of Single Family Dwellings, and additions or modifications to Single Family Dwellings. The Architectural Review Committee shall be responsible for approving the building plans and subsequent construction. The Architectural Review

Committee shall consist of such individuals as are appointed by Declarant from time to time. Prior to construction of any structure on a Lot, all building plans, color and material selection for all exterior components of all structures shall be submitted for approval to the Architectural Review Committee. The Committee shall review submitted plans and reply to submitting party no later than thirty (30) days after submittal. In the event the Architectural Review Committee fails to approve or disapprove the design and location plan within thirty (30) days of submittal, the submitted plan will be automatically approved and full compliance with this Section will be deemed to have occurred. All construction must be undertaken and completed only by qualified builders to insure the quality of workmanship on said building to insure conformity with professional standards.

No construction or installation, including, but not limited to, residential construction, fences, walls or hedges shall be commenced, erected or maintained, nor shall any addition or alteration thereto be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, heights, materials, color schemes, location on Lot, the grading plan and the landscape plan of the Lot they are to be built upon have been submitted to and approved in writing by the Architectural Review Committee. Any structure for which approval by the Committee is required which is constructed without such approval, shall be deemed to be a nuisance, and may be removed by the Association, or may be repaired or completed by the Association at the cost of the Owner. The Architectural Review Committee shall have the right to refuse to approve any such construction plans, which are not suitable or desirable in the opinion of the Committee for aesthetic or other reasons.

With regard to the above provisions, the Architectural Review Committee shall have no responsibility for determining whether all elements of the design comply with the restrictions contained in this Declaration, and no member of the Architectural Review Committee shall have any liability, responsibility, or obligations whatsoever, for any decision or lack of a decision, in the carrying out of duties as members of the Committee. The Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend and hold harmless the Architectural Review Committee and its members on account of any activities relating to the owner's property or buildings to be constructed on his or her property. The Committee shall have sole discretion in determining whether or not to approve any plans submitted and shall be entitled to disapprove plans for any reason including lack of diversity or architectural style and lack of compatibility with the neighborhood.

In the event the Architectural Review Committee observes deviations from or lack of compliance with the provision of this Declaration, a report shall be filed with the Committee for appropriate action.

Section 9.9. Farm Animals; Domestic Animals. No farm animals or stock of any sort shall be kept or housed in the Development. This restriction shall not apply to the keeping or housing of domestic birds, dogs, cats (not to exceed two each in number), fish or other domestic pets, provided same are kept reasonably confined and not allowed to freely roam the Development.

Section 9.10. Site Grading. The owner of any Lot in the Development on which any site grading activity takes place shall be solely responsible for ensuring that such grading activity takes place according to the master-grading plan approved by the City of St. Charles. The Declarant is not responsible for the failure of any Owner to adhere to such master-grading plan. The top of foundation and site grade plan shall adhere to the master grade plan as approved by the City of St. Charles.

Section 9.11. "For Sale" Signs. No person shall erect or maintain upon any Lot or improvement thereon any sign or advertisement, except that the Declarant, its successors and assigns and other professional builders shall be allowed to erect and maintain "For Sale" signs, except no flags, banners, advertising balloons or lighted signs may be placed on any Lot within the Development, until said Lot and any dwelling thereon, is sold to any person other than the Declarant or the builders. After such sale to such other party, all "For Sale" or "For Rent" signs or other advertising or display shall be prohibited on said Lot with the exception of standard step down signs customarily used in residential real estate sales. Nothing, however, in this paragraph shall be construed to restrict the erection of any signs by Declarant or other commercial builders involved to call attention to model homes, provided that such signs have been approved by the City. Flag banners are not allowed.

Section 9.12. Fences and other Exterior Improvements. No fences shall be constructed adjacent to public right of way or common area and all fences shall be board on board fifty percent (50%) in opacity cedar fences. Further all fences must comply with City of St. Charles regulations. There shall be no wood fences. Dog runs are not permitted; electric dog fences are allowed. No basketball backboards are allowed on the house or garage. No temporary lawn ornamentation may be displayed in lawns facing the street, except that Lot Owners may display holiday decorations, provided same are removed not more than fifteen (15) days after the holiday has passed. Permitted lawn ornamentation such as fountains are subject to the review and approval of the Architectural Review Committee.

Section 9.13 Public Utility Easements There shall be created, as shown on the face of the plat of subdivision, such public utility easements arising out of the Development for the benefit of all properties in the Development.

During the period of construction and/or marketing of the Property, the Declarant shall have the right of ingress and egress and the right to install any improvements, over, across and through the easement areas.

The Declarant, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted.

All easements herein described are easements appurtenant, running with the land, they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect. The Board of Directors shall have the right to grant additional easements over the Common Property.

Maintenance of Common Property and any amenities located thereon shall be at the cost and expense of the Owners of Lots within the Development, which are improved with single family dwellings. All of such costs, including but not limited to maintenance expenses, insurance, and real property taxes, shall be borne by the individual Lot Owners.

Section 9.14. Variations and Departures. Declarant hereby reserves the right to enter into agreements with owner or owners of any Lot or Lots, to depart from or vary any and all covenants set forth above provided, however, that (1) no variation or departure shall be in violation of a then applicable ordinance or resolution of the City of St. Charles and (2) there are practical difficulties or particular hardships or other good and sufficient reasons evidenced by the Lot Owner making the request. Any such departures or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other Lots in the Development, as long as such deviation shall comply with all local building and zoning laws including but not limited to building setbacks identified on the Plat of Subdivision.

Section 9.15. Notwithstanding the provisions of the foregoing covenants in this Article IX, the residence and structures on Lot 2 shall not be governed by the foregoing provisions unless the residence and structures located thereon as of the date of this Declaration are materially altered, removed or substantially damaged as a result of fire or other casualty.

ARTICLE 10 MISCELLANEOUS

Section 10.1. Amendments. This Declaration may be amended by the Declarant or assignee or successor to their rights, until such time as the Declarant has conveyed all Lots in the Development, provided, however, no amendment shall be approved which is in violation of any municipal, State or Federal law or regulation. Thereafter, this Declaration may be amended by vote of the majority of the owners of Lots in the Development. No amendment shall be effective unless and until a copy of the same signed by the Declarant is filed of record in the office of the Recorder of Deeds, Kane County, Illinois.

Section 10.2. Remedies. The Declarant and the Bucki Subdivision Owners Association have the separate right to enforce, by a proceeding at law or in equity, including an action for specific performance, any and all covenants, conditions, easements, restrictions or liens now or hereafter imposed by the provisions of this Declaration. In the event the Bucki Subdivision Owners Association fails to maintain, repair or rehabilitate the stormwater management basin, or City of St. Charles shall have all the rights to levy such special service area taxes against the Lots for the maintenance, repair or rehabilitation of the stormwater management facility as provided in the ordinance establishing the Bucki Subdivision Special Service Area.

Section 10.3. Severability. If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions shall remain in full force and effect.

Section 10.4. Governing Law. This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois without regard to its conflict of law jurisprudence.

Section 10.5. Notices. Any Notices required or permitted to be given hereunder shall be by certified mail, return receipt requested or delivered in person, and shall be deemed received five (5) days after such mailing or delivery. All such notices shall be directed as follows unless notice of change of address shall be given.

To the Declarant:

Terrence F. Bucki
5 N 624 Route 31
St. Charles, IL 60174

To the Board of Directors of Bucki Subdivision Owners Association
% Terrence F. Bucki
5 N 624 Route 31
St. Charles, IL 60174

To a Residential Lot Owner:

Latest address provided on the tax bill for the Lot or address on file with the City of St. Charles.

Section 10.6 General Provisions.

- A. The covenants, conditions, and restrictions contained herein and all amendments thereto shall run with the land and be binding upon the Lot Owners and upon all persons claiming by, under and through the Lot Owners. Lot Owners may vote to terminate this Declaration upon the affirmative vote of a majority of Lot Owners any time after the twenty-fifth (25) anniversary of the date of this Declaration, except that maintenance of the easements shall remain the collective obligation of the Lot Owners.
- B. Unless terminated upon the date referenced in subparagraph 16(a) above, this Declaration and all amendments thereto shall be automatically extended for successive ten (10) year periods.
- C. In the event of a default by an owner or a Lot other than the Declarant, the Declarant, shall neither be liable nor responsible to any owner of a Lot for the

enforcement of the covenants, conditions and restrictions contained in this Declaration.

- D. In the event that the Owner of any Lot in the Development shall violate or attempt to violate any of the covenants, conditions, and restrictions controls and limitations contained herein the Declarant shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation or to recover damages based on such violation or attempted violation. In the event of a lawsuit, the losing party shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Declaration.
- E. Upon acceptance of the Deed, the owner of any Lot or Lots hereby consents to the establishment of a special service area for the maintenance, repair, and reconstruction of the storm detention facilities and entry easement areas located on the Property by the City of St. Charles. If the Lot Owners fail to adequately maintain such facilities and easements.
- F. In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration invalid, said invalidity shall not affect the validity or invalidity of the remainder hereof, and
- G. This Declaration shall be effective upon the filing of record of same in the office of the Recorder of Deeds of Kane County, Illinois.

ARTICLE XI

RIGHTS OF FIRST MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any holder of a first mortgage lien of record on any Residential Lot which is subject to the terms hereof.

Section 11.1. The Association shall if so requested by any first mortgagee of record of a Lot, give written notification as follows:

- A. Notice of any default of the owner of a Lot which is the subject of such mortgage is such default is not cured within thirty (30) days after its occurrence, and;
- B. Five (5) days prior written notice of any annual or special meetings of the Association the mortgagee may designate a representative to attend any such meeting, and;
- C. The request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board and in such event, the giving of such notices shall continue

until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the Lot is terminated, whichever shall be first in time.

Section 11.2. Any first mortgagee of record of a Residential Lot shall have the right, upon five (5) days notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten (10) days from the date of such request or the date of preparation of such statement, as the case may be.

Section 11.3. Nothing in this Declaration, the by-laws or Articles of Incorporation of the Association shall be construed in such manner as will entitle any Owner or other party to priority over an institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to any insurance proceeds distributable to an owner or any award or proceeds of a condemnation or eminent domain proceeding or settlement.

ARTICLE XII

RIGHTS OF LOT OWNERS

The covenants and restrictions herein contained shall run with and be binding upon all the Lots and shall be binding upon all persons owning, leasing, subleasing or occupying any such Lot, their heirs, executors, administrators, personal representatives, successors and assigns. If any person, firm, association, successors or assigns violate or attempt to violate any of the covenants or restrictions herein, then any person, firms, association, partnership, or assigns who is the record owner of a Lot shall have the right to proceedings at law or in equity against such person, firm, association, partnership, trust or corporation violating or attempting to violate the covenants, and restrictions herein for the purpose either of preventing such violations from occurring or for the purpose of recovering damages.

Executed and delivered by Terrence F. Bucki for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Declarant, or for the purpose of binding the Declarant personally, but executed and delivered by the Declarant solely in the exercise of powers conferred upon it as such corporation, and no personal liability or personal relationship is assumed by, or shall at any time be asserted or enforced against said Declarant on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties, hereto, and those claiming by, through or under them.

In Witness Whereof, the Declarant has caused this Declaration to be executed by its Members on the date and year first above written.

TERRENCE F. BUCK

CONSENT

The undersigned hereby consent the submission of the foregoing Declaration of Covenants, Conditions and Restrictions for recording upon Lot5, Bucki Subdivision, in the City of St. Charles, Kane County, Illinois

TERRENCE F. BUCKI

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County and State, do hereby certify that Terrence F. Bucki appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and as the free and voluntary act of the Company, for fee uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, 2008.

Notary Public

DRAFT

EXHIBIT "G"
IMPROVEMENT AGREEMENT

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20___, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, having its principal offices at 2 E. Main Street, St. Charles, Illinois (hereinafter called the "City") and _____ (hereinafter called "Developer").

WITNESSETH:

WHEREAS, on or about _____, 20___, Developer, as applicant, filed an application for _____ approval with respect to the property legally described on Exhibit "A", attached hereto which is, by this reference, incorporated herein ("Subject Realty") so as to permit the construction of _____; ("Project"); and,

WHEREAS, the City is willing to approve the Project provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable City ordinances and/or agreements between the City and Developer. The Project shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the public and private onsite and offsite Land Improvements required by the St. Charles Municipal Code (the "City Code"), including but not limited to the following: Sanitary sewer, storm sewer and water systems, including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, curbs, paving, streets street lighting, sidewalks, street signs, seeding, and tree plantings. All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are identified on the Final Engineering Plans ("Final Engineering Plans") prepared by _____, entitled _____, dated _____, 20___, and bearing the latest revision date of _____ 20___, consisting of _____ sheets, together with any amendments thereto approved by the City, and shall be constructed in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the City and/or other agreements between the City and Developer.

2. Attached hereto as Exhibit "B" is a complete cost estimate for the construction of the required Land Improvements. The City Code and/or any applicable ordinance or agreement provides that the Developer shall collateralize its obligation to construct all required Land Improvements. The Developer shall submit a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Letter of Credit shall contain such terms and provisions as may be acceptable to the

City Attorney of the City and shall be deposited with the City prior to the approval of the Final Plat of Subdivision by the City.

Said Letter of Credit shall be in a principal amount of not less than one hundred fifteen percent (115%) of the Developer's engineer's estimate (the "Engineer's Estimate"), as approved by the Development Engineering Division Manager, of the costs of all required Land Improvements to be constructed.

The Letter of Credit may provide for its reduction from time to time, based upon the Development Engineering Division Manager's determination of the value of any of the Land Improvements installed. The Development Engineering Division Manager's recommendation shall not be subject to question by the Developer. In no event shall the Letter of Credit be reduced to an amount less than one hundred fifteen percent (115%) of the Development Engineering Division Manager's estimate of the cost of completion of all remaining Land Improvements. So long as any portion of the Land Improvements remain uncompleted or unaccepted, the Developer shall not permit the Letter of Credit to expire, but shall, at least ninety (90) days prior to its expiration date, cause said Letter of Credit to be renewed. Failure of the Developer to renew said Letter of Credit shall be a breach of this Agreement. Any language in the Letter of Credit with respect to its reduction shall be subject to the approval of the City Attorney. In no event shall the Development Engineering Division Manager's authorization for a reduction to the Letter of Credit constitute final acceptance of any of the Land Improvements.

In the event that the Developer requests an extension of time to complete the Land Improvements, as described in Section 7 below, the Developer shall submit a new Letter of Credit in an amount equal to the original Letter of Credit (minus any reductions described in the preceding paragraph) plus an additional amount equal to the percentage increase in the ENR:Engineering News-Record 20 Cities Construction Cost Index, published weekly by McGraw Hill Information Systems Co., from the date of the original Letter of Credit to the date of the extension granted by the City. In the event said index is no longer published, then the Consumer Price Index of the U.S. Department of Labor—Transportation Group, Chicago-Gary-Kenosha shall be used to calculate the increased amount. In no event shall the amount of the Letter of Credit be lower than the original amount, other than to reflect reductions described in the preceding paragraph. It shall be the Developer's responsibility to provide the appropriate documentation to the City regarding the index statistics.

3. Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.

4. Developer will pay to the City all plan review, inspection and other fees as required by the City's form of Reimbursement of Fees Agreement executed by the Developer or otherwise required by the City Code.

5. The Developer shall furnish the City with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the Developer contemplated by this Agreement. Such insurance shall be written by a company rated by Best

Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the Developer. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the City. Should the Developer allow such liability insurance to terminate prior to the final acceptance of all of the Land Improvements, the City may have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the Land Improvements.

6. The Developer, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the City, or its agents, servants and employees, arising out of any of the Developer's construction activities contemplated by this Agreement.

7. Developer shall cause the Land Improvements to be completed, and as-built drawing tendered to the Development Engineering Division Manager, within two (2) years of the recording of the Final Plat of Subdivision for the Subject Realty, unless such time period is extended in writing by the City.

If work relating to the Land Improvements is not completed within the time prescribed herein, the City shall have the right, but not the obligation, to require completion by drawing on the Letter of Credit in addition to any other available remedies.

8. Upon completion of any Land Improvement and, further, upon the submission to the City of a certificate from the engineering firm employed by Developer stating that the said Land Improvement has been completed in conformance with this Agreement, the City Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Development Engineering Division Manager shall, within twenty (20) days after the City receives the aforesaid certification from the Developer's engineer, either (i) recommend to the City's corporate authorities final acceptance of said Land Improvement, or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Land Improvement, specifically citing sections of the final engineering Plans and Specifications, the City Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Development Engineering Division Manager. Should the Development Engineering Division Manager reject any Land Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Land Improvement such corrections or modifications as may be required by the Development Engineering Division Manager. The Developer shall cause the Land Improvement to be submitted and resubmitted as herein provided until the Development Engineering Division Manager shall recommend final acceptance of same to the corporate authorities of the City and the corporate authorities shall finally accept same. No Land Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the City, Developer agrees to convey and transfer those Land Improvements which are deemed to be public improvements to the City by appropriate Bill(s) of Sale.

9. The Developer guarantees that the workmanship and materials furnished under the final Plans and Specifications and used in said Land Improvements will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All Land Improvements shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the Developer for a period of twelve (12) months from the date of final acceptance by the City.

To partially secure the Developer's guarantee, at the time or times of final acceptance by the City of the installation of any Land Improvement in accordance with this Agreement, Developer shall deposit with the City a Maintenance Letter of Credit in the amount of fifteen percent (15%) of the Engineer's Estimate of the Land Improvement finally accepted by the City, as such amount was adjusted under Section 2, if applicable. This Letter of Credit shall be deposited with the City and shall be held by the City.

The Developer shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the Land Improvements in good and sound condition, satisfactory to the City and the Development Engineering Division Manager, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Letter(s) of Credit shall be returned to the Developer.

If during said guarantee period, any Land Improvement shall require any repairs or renewals, in the opinion of the Development Engineering Division Manager, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Development Engineering Division Manager of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within thirty (30) days of such notification, the City may cause such work to be done, either by contract or otherwise, and the City may draw upon said Maintenance Letter(s) of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the Developer will remain liable for any additional cost or expense incurred in the correction process.

10. The Developer shall furnish the City with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

11. The Developer shall be responsible for the maintenance of the Land Improvements until such time as they are finally accepted by the City. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the Land Improvements compliant with the Plans and Specifications at the time of their final acceptance by the City.

The City at its sole discretion may accept partially constructed streets (where the surface course has not been placed). The Developer shall be responsible for all maintenance of partially constructed streets, including street sweeping and snow removal, until the streets are fully completed and accepted by the City. At all times, the Developer shall be responsible for removal of construction debris and waste related to the property being developed by the Developer.

12. Developer shall be responsible for any and all damage to the Land Improvements which may occur during the construction of the Project irrespective of whether the Land Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Land Improvements installed within, under or upon the Subject Realty resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

13. The rights and remedies of the City as provided herein, in the ordinances of the City and/or in any agreements between the City and Developer regarding the Project, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the City is not required to be given.

14. From and after the date on which the Development Engineering Division Manager notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the City, upon demand, all of the City's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

15. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

16. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

17. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the City Code. To the extent that this Agreement does not address an applicable provision of the City Code, the City Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the City Code has not been addressed within the specific terms of this Agreement.

18. This Agreement shall be in full force and effect from the date set forth above until the maintenance and guarantee period for each any every Land Improvement terminates.

19. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

20. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. City at:

City St. Charles
2 E. Main Street
St. Charles, Illinois 60174

B. Developer at:

21. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

DEVELOPER

By: _____
Its _____

ATTEST:

Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of _____, and _____, _____ of said company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Mayor of the City of St. Charles, and _____, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public _____