



AGENDA FOR REGULAR MEETING VILLAGE OF TINLEY PARK PLAN COMMISSION

July 6, 2023 – 7:00 P.M.

Council Chambers

Village Hall – 16250 S. Oak Park Avenue

Regular Meeting Called to Order

Pledge of Allegiance

Roll Call Taken

Communications

Approval of Minutes: Minutes of the June 15, 2023 Regular Meeting

**ITEM #1 PUBLIC HEARING – AMM WHOLESALE & APPLIANCE – SPECIAL USE
PERMIT 8200 185th STREET, SUITE AA– SPECIAL USE PERMIT**

Consider recommending that the Village Board grant Ashley and Dandre Blackmon of AMM Wholesale & Appliance a Special Use Permit to operate a Retail Use Incidental to a Principal Use (Wholesale) at 8200 185th Street, Suite AA in the M-1 PD (General Manufacturing, Tinley Crossing Corporate Center PUD) zoning district.

**ITEM #2 PUBLIC HEARING – BROOKSIDE GLEN VILLAS (CRANA HOMES)
RESIDENTIAL SUBDIVISION, 80TH AVENUE AND 191ST STREET, SPECIAL
USE FOR FINAL PUD APPROVAL FOR A SUBSTANTIAL DEVIATION, FINAL
PLAT OF RESUBDIVISION**

Consider recommending that the Village Board grant Frank Bradley, on behalf of Crana Homes, a Special Use for Final Approval of a Substantial Deviation from the Brookside Glen Planned Unit Development (PUD) for property located Southwest of 80th Avenue and 191st Street (8020-8023 Bradley Drive & 19140-19239 Buncrana Circle), in the Brookside Glen PUD. Final Plat is also being requested as part of the development approval.

**ITEM #3 PUBLIC HEARING – GAS N WASH, 18301 LAGRANGE RD – SPECIAL USE,
FINAL PLAT, VARIATIONS, AND SITE PLAN/ ARCHITECTURAL
APPROVAL**

Consider recommending that the Village Board grant Leonard McEnery on behalf of Gas N Wash a Special Use for a Automobile Service Station and an Automobile Car Wash and Variations (Urban Design Overlay, Parking Minimum, Parking Minimum, Parking Locations, Wall/Ground Signs, etc.) to permit an gas station with a convenience store, car wash, and two drive-thru restaurant uses at the property located at 18301 LaGrange Road (SEC LaGrange Rd and 183rd St) in the B-3 (General Business and Commercial) zoning district. Site Plan and Final Plat approval are also being considered at the meeting.

****Requested to continue to 8/3/2023 meeting.**

Receive Comments from the Public
Good of the Order
Adjourn Meeting



**MINUTES OF THE REGULAR MEETING OF THE
PLAN COMMISSION, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

June 15, 2023

The meeting of the Plan Commission, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on June 15, 2023.

CALL TO ORDER –CHAIRMAN GRAY called to order the Regular Meeting of the Plan Commission for June 15, 2023 at 7:00 p.m.

Lori Kosmatka, Associate Planner, called the roll.

Present and responding to roll call were the following:

Chairman Gray
Donald Bettenhausen
James Gaskill
Terry Hamilton
Eduardo Mani
Steve Sepessy
Kurt Truxal

Absent Plan Commissioners:

Angela Gatto
Andrae Marak

Village Officials and Staff:

Jarell Blakely, Management Analyst
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners:

John Olivieri

Members of the Public:

none

COMMUNICATIONS – There were no communications.

APPROVAL OF THE MINUTES - Minutes of the June 1, 2023, Regular Meeting of the Plan Commission were presented for approval. COMMISSIONER MANI noted an error indicating that he was both present and absent at the June 1st meeting. Staff noted the error. A motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER BETTENHAUSEN to approve the June 1, 2023, minutes as annotated. CHAIRMAN GRAY asked for a voice vote; all were in favor. He declared the motion carried.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JUNE 15, 2023 REGULAR MEETING

ITEM #1: PUBLIC HEARING – 8041, 8051, 8061 186th STREET – MAP AMENDMENT (REZONING) AND SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE MERCURY BUSINESS CENTER PUD

Consider recommending that the Village Board grant John Olivieri on behalf of Centre Place Office Condominium Association a Map Amendment (Rezoning) and a Special Use for a Substantial Deviation from the Mercury Business Center PUD at 8041, 8051, and 8061 186th Street in the M-1 PD (General Manufacturing, Mercury Business Center PUD) zoning district to rezone the properties to ORI (Office and Restricted Industrial) zoning district, and amend the PUD to allow Medical Office as a permitted use.

Present and responding to roll call were the following:

Chairman Gray
Donald Bettenhausen
James Gaskill
Terry Hamilton
Eduardo Mani
Steve Sepessy
Kurt Truxal

Absent Plan Commissioners:

Angela Gatto
Andrae Marak

Village Officials and Staff:

Jarell Blakely, Management Analyst
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners:

John Olivieri

Members of the Public:

none

CHAIRMAN GRAY introduced Item #1.

Michael O. Whalen, Associate Planner, presented the staff report.

CHAIRMAN GRAY confirmed that the Petitioner was present.

CHAIRMAN GRAY asked the Commission for comments and questions, beginning with COMMISSIONER MANI.

The Petitioner was sworn in and gave an overview of the property and the purpose of the request.

COMMISSIONER MANI asked if the Petitioner was concerned about the limited signage allowed in industrial zones. The Petitioner said that all tenants and owners are aware of the signage constraints and said that it has not been an issue. CHAIRMAN GRAY mentioned the use of GPS for navigation.

COMMISSIONER HAMILTON asked if there would be parking issues if additional medical offices moved into the properties. The Petitioner said that prospective tenants are told what their allotted ratio of parking is prior to signing. The Petitioner said that parking intensive uses in properties with limited parking are rejected. He said that many of the businesses and offices on site are not using their whole parking allotment, so more parking is available for medical offices. He said there is no parking issue currently. Michael O. Whalen said that available parking is considered with change of use applications. The Petitioner complimented the Village's change of use procedures.

CHAIRMAN GRAY referred to the Petitioner's application which stated that there are long term vacancies in the buildings. He said that it is possible parking hasn't been an issue because of the vacancies.

COMMISSIONERS GASKILL AND TRUXAL had no comments or questions.

COMMISSIONER SEPESY asked if additional accessible parking spaces would be designated. The Petitioner said the properties currently meet ADA requirements. He said that only two of the twelve units are or will be medical offices.

COMMISSIONER BETTENHAUSEN asked about characteristics of the properties. He asked if the association has all approved the proposed rezoning and special use. The Petitioner confirmed all owners are in agreement.

CHAIRMAN GRAY stated that reducing vacancies especially in newer developments is important. He commented on reduced professional office demand due to market trends and the work-from-home model. He said allowing medical offices to reduce vacancies is okay so long as it doesn't create parking issues. He noted that GPS means people will not get lost in the industrial park due to limited signage.

CHAIRMAN GRAY asked if anyone wished to provide public comment. None did.

CHAIRMAN GRAY requested a motion to close the public hearing. COMMISSIONER SEPESY made the motion; COMMISSIONER GASKILL seconded the motion. All were in favor. CHAIRMAN GRAY declared the motion carried.

Michael O. Whalen presented the standards for the map amendment and special use.

CHAIRMAN GRAY requested a motion for the special use permit. COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant the Petitioner, John Olivieri, on behalf of Centre Place Office Condominium Association, a Special Use Permit for a Substantial Deviation to the Mercury Business Center PUD to allow 'Medical Offices' within the ORI (Office and

Restricted Industrial, Mercury Business Center PUD) zoning districts in the PUD and adopt the Findings of Fact as listed in the June 15, 2023 staff report. COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY called for a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion for the map amendment. COMMISSIONER GASKILL made a motion to recommend that the Village Board grant the Petitioner, John Olivieri, on behalf of Centre Place Office Condominium Association, a Map Amendment (Rezoning) from the M-1 PD (General Manufacturing, Mercury Business Center PUD) zoning district to the ORI PD (Office and Restricted Industrial, Mercury Business Center PUD) zoning district for the properties located at 8041-8061 186th Street and adopt the Findings of Fact as listed in the June 15, 2023 staff report. COMMISSIONER MANI seconded the motion. CHAIRMAN GRAY called for a roll call vote; all were in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY noted the item would go to Village Board for a first reading on June 20th.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JUNE 15, 2023 REGULAR MEETING

ITEM #2: PUBLIC HEARING – GAS N WASH, 18301 LAGRANGE RD – SPECIAL USE, FINAL PLAT, VARIATIONS, AND SITE PLAN/ ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Leonard McEnery on behalf of Gas N Wash a Special Use for an Automobile Service Station and an Automobile Car Wash and Variations (Urban Design Overlay, Parking Minimum, Parking Minimum, Parking Locations, Wall/Ground Signs, etc.) to permit an gas station with a convenience store, car wash, and two drive-thru restaurant uses at the property located at 18301 LaGrange Road (SEC LaGrange Rd and 183rd St) in the B-3 (General Business and Commercial) zoning district. Site Plan and Final Plat approval are also being considered at the meeting.

Present and responding to roll call were the following:

Chairman Gray
Donald Bettenhausen
James Gaskill
Terry Hamilton
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Absent Plan Commissioners:

Angela Gatto
Andrae Marak

Village Officials and Staff:

Jarell Blakely, Management Analyst
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners:

John Olivieri

Members of the Public:

none

CHAIRMAN GRAY introduced item #2. He noted that the Petitioner sought to continue the hearing until the July 6th Plan Commission meeting. CHAIRMAN GRAY requested a motion for continuance.

COMMISSIONER GASKILL made a motion to continue the public hearing. COMMISSIONER SEPESSY seconded the motion. CHAIRMAN GRAY called for a voice vote; all were in favor. He declared the motion carried, and noted the item was continued to the July 6th Plan Commission meeting.

Good of the Order

Lori Kosmatka said that the new Planning Manager would be appointed at the June 20th Village Board meeting and his first day would be in early July.

Michael O. Whalen noted that Gas N Wash submitted a new site plan, which addressed some of the major concerns highlighted in the previous Plan Commission meeting. He said the department is expecting a full resubmittal to come before the Plan Commission at the next meeting.

Receive Comments from the Public

There were no comments from the public.

CHAIRMAN GRAY requested a motion to adjourn the meeting.

COMMISSIONER TRUXAL made a motion to adjourn the Meeting. COMMISSIONER MANI seconded the motion. CHAIRMAN GRAY requested a voice vote. Hearing no opposition, he declared the Meeting Adjourned.

The meeting was adjourned at 7:28 p.m.

PLAN COMMISSION STAFF REPORT

July 6, 2023 – Public Hearing

Petitioner

Ashley & Dandre
Blackmon of AMM
Wholesale & Appliance

Property Location

8200 184th St. STE AA

PIN

19-09-02-205-006-0000

Zoning

M-1-PD (General
Manufacturing, Tinley
Crossings Corporate
Center PUD)

Approvals Sought

Special Use Permit for
Retail Incidental to a
Principal Use (Wholesale)
In the Underlying Zoning
District

Project Planner

Lori Kosmatka
Associate Planner

AMM Wholesale & Appliance Special Use for Retail Incidental To A Principal Use (Wholesale)

8200 185th Street, Suite AA



Primary Photo provided by Applicant

EXECUTIVE SUMMARY

The Petitioner, Ashley & Dandre Blackmon on the behalf of AMM Wholesale & Appliance, is requesting a Special Use Permit to operate a retail use incidental to the principal wholesale use at 8200 185th Street, Suite AA, within the M-1-PD (General Manufacturing, Tinley Crossings Corporate Center PUD) zoning district. This request allows the Petitioner to continue operating their business which consists principally of hospitality furniture wholesale while incidentally offering retail furniture to the general public.

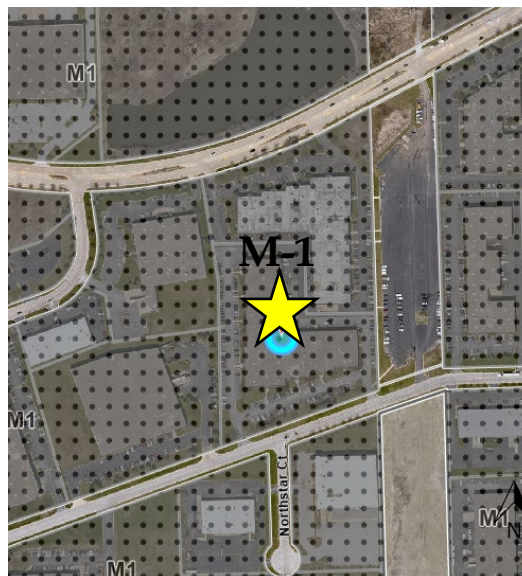
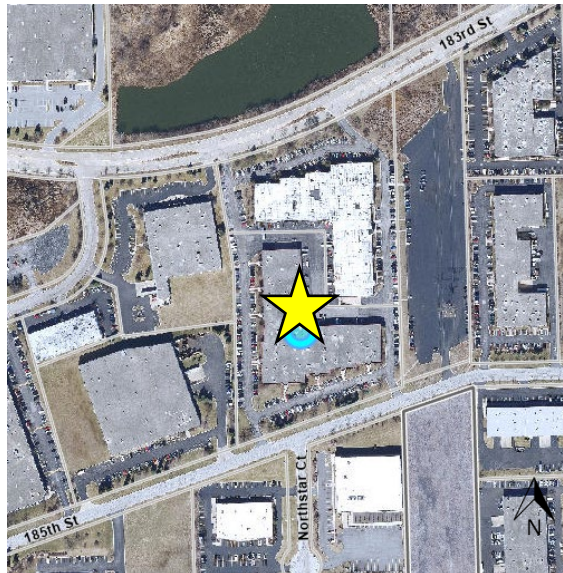
A Special Use Permit is required to operate a retail use incidental to a principal use in the underlying zoning district. No changes are proposed to the site's architecture, landscaping, parking and access, or lighting.

The Petitioner purchased the AMM Wholesale business in March 2022. The business was incorporated by the previous owner in 2015 in Frankfort, relocated about six years ago to a nearby location 8231 185th Street, and due to that building's demolition, relocated in late March 2022 to the current location. Upon filing a Change of Use/Owner application, the Petitioner learned that retail component for the general public is not permitted by-right. The business receives products such as furniture from large hotels and wholesales it to Airbnb, other hotels, and interior designers as well as retail for the general public.

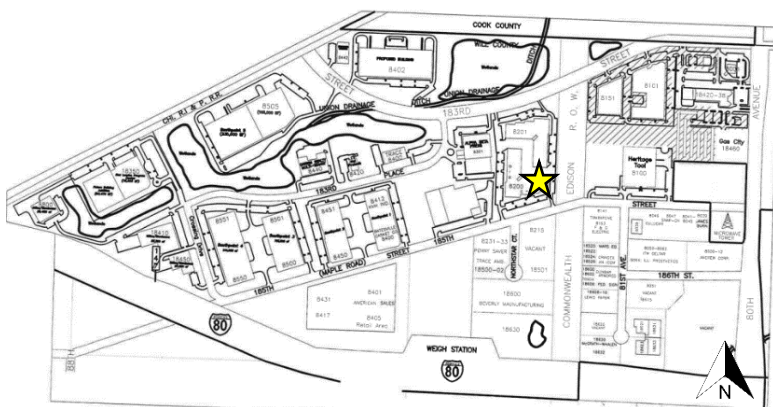
The Petitioner states they have three reserved parking spaces for customers to accommodate the low volume of general public customers.

EXISTING SITE, NEARBY LAND USES, & ZONING

The subject property is a tenant space at 8200 185th Street, Suite AA. It is located on the end unit space at the far east-northeast end of the building. The tenant space is 2,916 sq. ft., located within a large “L” shaped 84,691 sq. ft. multi-tenant building. It was previously occupied by Hartmann Variety Wholesale Merchandise. Other major tenants in the building include By Your Side Autism Therapy (adjacent; Suites A/B/D), Experigreen Lawn Care (Suite O), and Minuteman Security Company. Major tenants in the adjacent building to the northeast include Carey's Ventilation (HVAC company across the drive aisle), Volvo/Mack (training facility), Soundgrowler (brewing), and EOS (call center).



This property is part of the Tinley Crossings Corporate Center PUD, which was annexed in 1999 and approved by Ordinance 1999-O-002. The PUD is west of 80th Avenue, north of 80th Avenue, surrounding 183rd Street. The development was originally proposed as a corporate center and industrial park.



Tinley Crossings Corporate Center PUD Map

Following the annexation, the Rezoning (from R-1 to M-1) and Special Use for a PUD was granted also in 1999 (99-O-018). The subject property within the Tinley Crossings Corporate Center PUD has the underlying M-1 General Manufacturing Zoning District. The M-1 zoning district further surrounds the subject property in the PUD. The Zoning Ordinance defines M-1 as "medium density *industrial activities that have moderate environmental and prime retail development*".

The Petitioner purchased the AMM Wholesale business in March 2022. The business was incorporated by the previous owner in 2015 in Frankfort, relocated about six years ago to a nearby location 8231 185th Street, and due to that building's demolition, relocated in late March 2022 to the current location.

SPECIAL USE PERMIT APPROVAL

AMM Wholesale is proposing to continue a retail use which is classified in the Zoning Ordinance as a *"retail use incidental to a principal use in the underlying zoning district"*, and requires a Special Use Permit. The business primarily operates as a Wholesale Establishment, which is defined as being *"engaged in the storage, wholesale, or distribution of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive"*, and is permitted by-right. The purpose of the currently requested Special Use Permit is allow the business to continue the retail use for the general public while maintaining the permitted use of wholesale.

The Special Use Permit will only apply to the proposed business based on their business plan and information submitted with the request, and will not run with the land.

PROPOSED USE

The Petitioner requests to continue offering retail products such as furniture to the general public while maintaining the permitted use of wholesaling of products to businesses in hospitality/design industry. No changes are proposed to the site's architecture, landscaping, parking and access, or lighting.

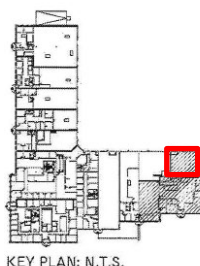
Operation

The Petitioner explains they run a niche business with a specific product type. The floor space of the unit is relatively small at 2,916 sq. ft. They state they receive products such as furniture from large hotels such as Hyatt, Marriott, and others, and resell the products. The types of products are usually upscale hotel beds, desks, end tables, chairs, dressers, mirrors, small hotel appliances, artwork, and lamps. Stocked items are marketed and posted online using social media markets and industry groups. Their current advertisement to the general public is via Offerup and Facebook Marketplace, though online advertising markets may change over time. The business owners do not have a company website. They identify their customers are Airbnb, other hotels, and interior designers as well as the general public.

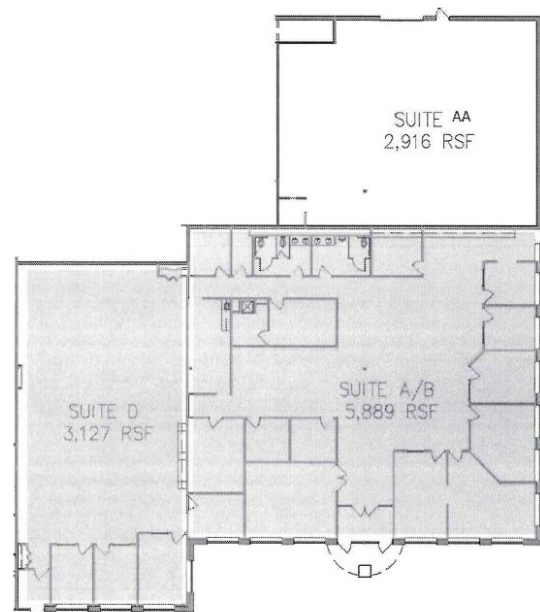
Hours

In the narrative, the Petitioner lists the operating hours are Tuesday-Saturday 11am-4pm (closed Mondays) and Sunday 12pm-4pm. Appointments are not required for the general public, as people can stop in. An online search on Yelp.com for the AMM Wholesale business lists their hours as Monday-Thursday 12:00pm-6:00pm, Friday & Saturday 10:00am-5:00pm, and Sunday 12:00pm-4:00pm. However, the old address of 8231 W. 185th Street is listed. The Petitioner has confirmed that the conflicting hours on Yelp are incorrect, and that the hours as stated in the narrative are correct.

The Petitioner states they have three reserved parking spaces for customers to accommodate the low volume of general public customers, which has been confirmed by the property management company.



KEY PLAN: N.T.S.



Floor Plan Showing tenant space

Access & Signage

The L-shaped building has multiple points of access, primarily located off 185th Street.

The Sign code permits a tenant panel on the existing ground signage on 185th Street. The Petitioner has confirmed they will continue to meet Sign code.

Though the unit entry door is nondescript, navigation to the site is not complex. The tenant space is immediately adjacent to the drive aisle, and the Google pin location accurately points to the unit space.

Parking

The Petitioner has provided information on the anticipated peak demand and parking availability. The Petitioner has confirmed that they currently receive about ten customers total on the weekend, Saturday and Sunday combined, and about 4-5 customers/day on Tuesday-Fridays. There are three employees, typically 1-2 present on hours of operation. The majority of the building is currently occupied by a autism therapy business, a security company, and a lawn care company. The Petitioner notes the neighboring tenants generally do not operate on the weekends. The business is already established, operating without known issues to parking to staff. The property management company (Mars2Management & Brokers, LLC) has confirmed neither they nor the property owner (8200 T Cross LLC / JCR Corporation) have had any issues with parking.



View Looking Southeast: Door and reserved parking (circled) and access points

As noted by this parking information, and the operational details and history, the business has a very low impact on land use. Since the retail use requested is identified as "incidental", a recommended condition states the business must continue to operate primarily as a wholesale establishment.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposed special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The business has an accessible location and the special use is safe for the wholesale customers, general public customers, employees, and neighboring properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values within the neighborhood. The special use will allow an existing business's operation to continue.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *Neighboring properties are already developed and the proposal will not negatively affect any future development or redevelopment of neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The site is already developed with adequate utilities and no additional utilities are needed.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The site is already developed, and the tenant space is located. Traffic impacts will be minimal.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The Petitioner has confirmed that all other Village code requirements will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The proposed use will directly contribute to the economic development of the community, by bringing consumers from other communities to spend money in the Village. The use will allow an existing business to provide a niche market of products to the general public as well as wholesale industry customers.*

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

MOTION TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's request, the appropriate wording of the motion is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan. The Commission may choose to modify, add, or delete from the recommended motions and recommended conditions:

Special Use Permit:

"...make a motion to recommend that the Village Board grant the Petitioner, Ashley and Dandre Blackmon of AMM Wholesale & Appliance a Special Use Permit to operate a Retail Use Incidental to A Principal Use (Wholesale) at 8200 185th Street Suite AA in the M-1-PD (General Manufacturing, Tinley Crossings Corporate Center PUD), according to the submitted plans and adopt the Findings of Fact as listed in the July 6, 2023 Staff Report with the following condition:

1. The business must continue to operate primarily as a wholesale establishment."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application (Redacted)	Petitioner	5/11/2023
	Narrative	Petitioner	N/A (Rec'd 6/14/2023)
	Response to Standards	Petitioner	N/A (Rec'd 6/14/2023)
	MLS Listing of Building	Petitioner	N/A (Rec'd 6/14/2023)
	Property Photos	Petitioner	N/A (Rec'd 6/14/2023)
	ALTA/ACSM Land Title Survey	JSA	2/4/2011
	Aerial Property View	Petitioner	N/A (Rec'd 6/14/2023)
	Floor Plan of Suites	WM	5/25/2017

* JSA = Joseph A. Schudt & Associates

* WM = Ware Malcomb



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
SPECIAL USE ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they may not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Special Use** permit from the terms of the Zoning Ordinance (Section 5-B). This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements, and receive some preliminary feedback on any concept plans prior to making a submittal.

- ☒ General Application form is complete and is signed by the property owner(s) and applicant (if applicable).
- ☒ Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.
- ☒ A written project narrative detailing the general nature and specific aspects of the proposal being requested. Details on any employee numbers, parking requirements, property changes, existing uses/tenants, hours of operation or any other business operations should be indicated. Any additional requests such as Site Plan approval or a Variation should be indicated in the narrative as well.
- ☒ A Plat of Survey of the property that is prepared by a register land surveyor and has all up-to-date structures and property improvements indicated.
- ☒ Site Plan and/or Interior layout plans that indicate how the property and site will be utilized.
- ☒ Responses to all Standards for a Special Use on the following page (can be submitted separately along with the narrative, but all standards must be addressed).
- ☐ \$500 Special Use hearing fee. **MAILING**

11# 0753 - \$500 6/5/23



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☒ **Special Use for:** Retail & Wholesale
- ☐ **Planned Unit Development (PUD)** ☐ **Concept** ☐ **Preliminary** ☐ **Final** ☐ **Deviation**
- ☐ **Variation** ☐ **Residential** ☐ **Commercial** for _____
- ☐ **Annexation**
- ☐ **Rezoning (Map Amendment) From** _____ **to** _____
- ☐ **Plat (Subdivision, Consolidation, Public Easement)** ☐ **Preliminary** ☐ **Final**
- ☐ **Site Plan**
- ☐ **Landscape Change Approval**
- ☐ **Other:** _____

PROJECT & PROPERTY INFORMATION

Project Name: AMM Wholesale & Appliance LLC

Project Description: Resale of hotel furniture, appliances and artwork

Project Address: 8200 185th Street, Suite AA **Property Index No. (PIN):** 19-09-02-205-006

Zoning District: M-1 **Lot Dimensions & Area:** See Survey

Estimated Project Cost: \$ _____

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Joan Boden Capodice - President **Company:** 8200 T Cross LLC / JCR Corporation

Street Address: _____ **City, State & Zip:** _____

E-Mail Address: _____ **Phone Number:** _____

APPLICANT INFORMATION

☐ **Same as Owner of Record**

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: Ashley & Dandre Blackmon **Company:** AMM Wholesale & Appliance

Relation To Project: Tenant / Owner of AMM

Street Address: _____ **City, State & Zip:** _____

E-Mail Address: _____ **Phone Number:** _____



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5105

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized representative.

I hereby authorize HARRIET BRYURKA ASHLEY BLACKMON (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the Village of Tinley Park.

Property Owner Signature: [Redacted]

Property Owner Name (Print):

JOAN BODEN-CAPOVICE

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and accurate.

Property Owner Signature: [Redacted]

Property Owner Name (Print):

JOAN BODEN-CAPOVICE

Applicant Signature:
(If other than Owner)

Applicant's Name (Print):

HARRIET BRYURKA

Date:

5-11-23

AMM WHOLESALE & APPLIANCE LLC

- AMM Wholesale LLC was founded by Ron Fiedler, incorporated in Illinois in 2015, with original location in Frankfort and then later Tinley Park.
- AMM works with large hotels, such as Hyatt, Marriott, and others to come and remove all furniture when hotels were set to be remodeled. Due to the high quality and quantity of items, AMM resells the used furniture at a great price.
- Customers include businesses in the hospitality industry (Ex. Airbnb, boutique hotels, interior designers, etc.) as well as the general public that follows the AMM social media pages/markets.
- Primary use of facility – Warehousing of products for sale to businesses in hospitality/design industry and general public.
- Inquiry for special use is being requested so that any interested party of general public can stop in, and shop products offered and found using online markets.
- This is a small niche business – Not a typical retail location with people coming in nonstop, all-day, everyday.
- Products sold include used upscale hotel beds, desks, end tables, chairs, dressers, mirrors, small hotel appliances, artwork, and lamps.
- Stocked items are marketed and posted online using social media markets/industry groups.
- AMM Wholesale LLC was previously located at 8231 185th Street – Tinley
- AMM needed to relocate due to the 8231 building being set for demolition.
- A current tenant of 8200 and friend of the previous owner, recommended 8200 for warehouse space, while deciding if they would continue on with the business or not. Ron was initially thinking about relocating to Indiana.
- Husband & Wife Team (Dandre & Ashley of 89 Bradford Rd, Joliet) purchased the company from Ron and his Wife, and became incorporated as AMM Wholesale & Appliance LLC in 2022
- Current total employees – 3 (Usually 1-2 working during hours of operation)
- Currently no company website
- Company Email - ammwholesaleandappliancesllc@gmail.com
- Minimum hours of operation:
 - Tues – Saturday 11AM to 4PM
 - Sunday 12PM to 4PM
- Sufficient parking in place around the building – 3 reserved spots for AMM Customers next to entrance to Suite AA
- Neighboring tenants do not operate on the weekends, traffic around the property is very light.
- Peak number of parking spots total employees/customers – 5 spots
- Average number of customers per weekend (Sat & Sun) – 10
- Total customers per weekday – 4 to 5
- Max total of occupants in space at any given time – 4
- No changes to existing suite or building

- Previous tenant in 8200 Suite AA - Hartmann Variety Wholesale Merchandise
- Current Property Owner: 8200 T Cross LLC (recorded owner) – JCR Corporation (True Owner)
- Joan Boden-Capodice is the President of JCR Corporation.
- 8200 is one of three buildings currently located in Tinley Park and owned by JCR Corporation. Others include 18520 81st Avenue and 8201 W 183rd Street.
- Other current tenants of 8200 185th Street include:
 - By Your Side – Autism Therapy, 8AM – 7 PM
 - Speedway LLC – (Currently vacant, space up for sublease)
 - Fidelity National Title Co., 8:30AM – 5 PM
 - Executive Suites, 8AM – 5PM
 - Lenny's Gas & Wash – Corporate Office, 8AM – 5PM
 - Minuteman Security & Life Safety, 9AM – 4:30 PM
 - Capitol Plumbing, 8AM – 4PM
 - Experigreen, 8AM – 8PM
- Site Parking – 362 parking spots (Includes shared parking lot with 8201 W 183rd Street)
Ownership also has a lease in place with COMED lot to East of 8200-8201 for additional parking if needed.
- Signage – No additional signage will be requested. Existing monument signs at South and North Entrances will be updated.
- Confirming there are no other site impacts outside tenant space (outdoors) aside from parking
- Confirming no vehicles will be parked overnight.
- Identify access points onto property – 2 entrances from 185th Street and 2 entrances from 183rd Street.
- Confirming the use will not negatively impact other businesses – Meaning no furniture/mattresses will be left at any time in the existing garbage corrals.

STANDARDS AND CRITERIA FOR A SPECIAL USE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

- A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.**

WILL NOT

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

WILL NOT

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

WILL NOT

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

WILL NOT

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

NO CHANGES TO PROPERTY

- F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

WILL CONFORM

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

This Special Use will directly contribute to the economic development of the community, by bringing consumers from other communities to spend money in Tinley Park.

PIN 19-09-02-205-006-0000

Parcel Information

<< Prev Parcel

Next Parcel >>

FRANKFORT TOWNSHIP

Owner Name: 8200 T CROSS LLC

Street Address:

8200 185TH ST STE D
TINLEY PARK IL 60487

[View Additional Addresses](#)



[View on Bing Maps](#)

Subdivision: TINLEY CROSSINGS CORPORATE CENTER UNIT 1

Property Class: 0080 Industrial

Homesite Acres: 0.00
Farm Acres: 0.00
Open Space Acres: 0.00
Total Acres: 5.70



<< Prev Picture

1 of 4

Next Picture >>

[GIS Map & Address Information](#)

[Will County Treasurer's Tax Information](#)

[View Local Taxing Bodies](#)

Assessment Information

Year	Assess Level	Land Unimproved/Farm	Land Improved	Building Other/Farm	Building	Total	Market Value	Instant Date	Instant Amount
2022	BOR	0	264,849	0	854,377	1,119,226	3,358,014		0
2022	SAE	0	264,849	0	854,377	1,119,226	3,358,014		0
2022	TWP	0	264,849	0	854,377	1,119,226	3,358,014		0
2021	BOR	0	264,849	0	854,377	1,119,226	3,358,014		0
2020	BOR	0	264,849	0	854,377	1,119,226	3,358,014		0

Sale Information

Sale Date	Sale Amount	Document Number
01/01/2021	7,125,000	R2021006934
04/01/2011	7,000,000	2011035852

Building Information

**** There is no building information currently available for this parcel. Please contact the [FRANKFORT TOWNSHIP](#) Assessor for more information. ****

Legal Description

LOT 19 IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUB OF PRT OF THE E1/2 OF THE NW1/4 & PRT OF THE NE1/4 OF SEC 2, T35N-R12E.

Data Powered by

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8200 W 185th St - Tinley Crossings Corporate Center



Tinley Crossings Corp Center	83,139	3.61	1998	6,005	6,005	\$10 - 13
Flex - Near South Cook	SF RBA	AC Lot	Built	Available SF	Max Contig SF	CoStar Est. Rent
Submarket						
Tinley Park, IL 60487						

Parcel

Parcel ID	09-02-205-006	Land Use	Industrial General	Latitude	41.554902
Municipality Name	Frankfort			Longitude	-87.81893
Subdivision	Tinley Crossing...			Census Tract	8835142007

Land

Acres	5.7 AC	Land SF	248,292 SF
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Owner

Recorded Owner	8200 T CROSS ...	Mailing Address	1405 W Irving Par...
Ownership Type	Limited Liability ...		Chicago, IL 60613

Last Sale

Transaction

Sale Date	11/12/2021	Transaction Type	Resale w/Finan...	Document #	2022.3002
Recordation Date	1/7/2022	Deed Type	Mortgage		
Sale Type	Arms Length				

Contact Details

Buyer	8200 T CROSS ...	Seller	Undisclosed	Title Company	Chicago Title
Buyer Address	1405 W Irving P...				
	Chicago, IL 60613				

Last Loan

Loan Details

Origination Date	11/12/2021	Loan Type	Future Advance...	Transaction Type	Resale w/Financing
Loan Amount	\$400,000			Document #	2022.3002
Maturity Date	2/1/2052				

Contact Details

Borrower	8200 T CORSS...	Originator	Providence Ban...	Title Company	Chicago Title
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Primary Photo



Primary Photo

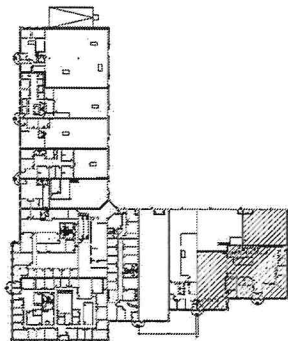


Building Photo

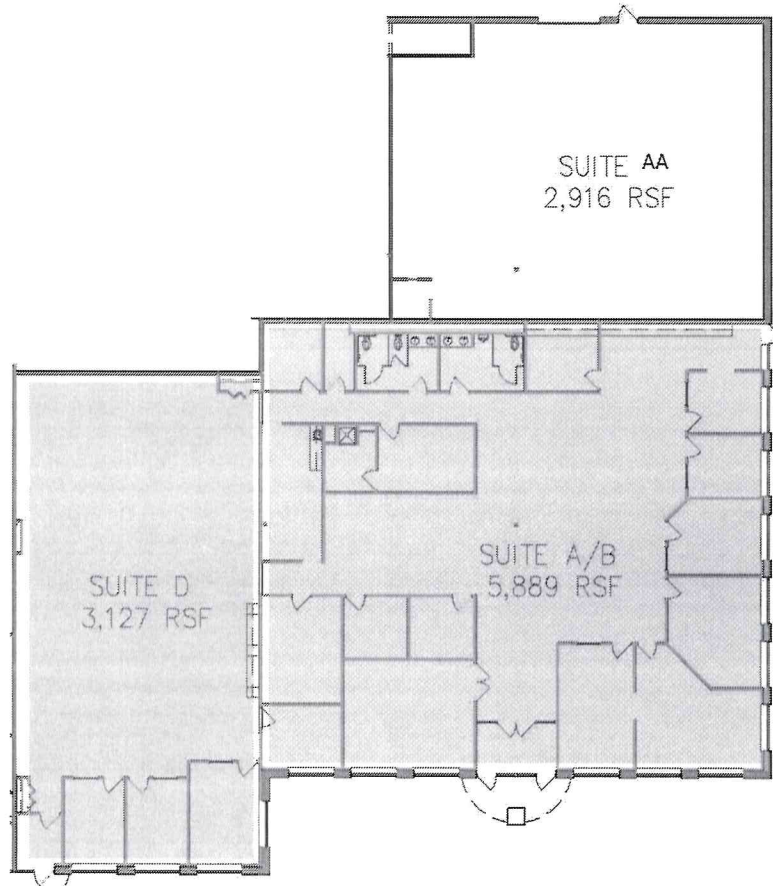


Building Photo





KEY PLAN: N.T.S.



scale: N.T.S.



Tinley Crossings
Tinley Park, IL

8200 W. 183rd St.
Suites A/B/C/D

CHI11-6022-00
05-25-2017

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PLAN COMMISSION STAFF REPORT

July 6, 2023 – Public Hearing

Brookside Glen Villa's (Crana Homes) – Final PUD Approval

(Southwest of 191st Street and 80th Avenue)

Petitioner

Frank Bradley, on behalf
of Crana Homes

Property Location

Southwest of 191st St and
Magnuson Ln

PINs

19-09-11-200-014-0000

Zoning

R-5, Low-Density
Residential

Approvals Sought

- Special Use for Final PUD Approval
- Final Plat Approval

Project Planner

Lori Kosmatka
Associate Planner



EXECUTIVE SUMMARY

The Petitioner, Frank Bradley on behalf of Crana Homes, is a local builder and developer that has been involved with the development of Brookside Glen Planned Unit Development (PUD) since its creation in 1990. He owns a 24.07-acre residential parcel and an adjacent 7.05-acre commercial parcel southwest of 191st Street and 80th Avenue.

In November of 2021, the Village Board approved the subdivision of the parcel into the two lots for residential and commercial development. Additionally a rezoning map amendment, Preliminary PUD approval for a Substantial Deviation to the PUD, and Preliminary Plat for the residential parcel was approved.

The Petitioner has returned with final plans for the proposed 49 building, 98-unit residential duplex development, and now seeks Final PUD Approval for the residential development. Staff has evaluated the final plans to be in substantial conformance to the previously Preliminary PUD and plat approvals. As in previous approvals, the development will have high-quality housing design, reduced monotony, and a tot lot park. It is noted that the commercial corner portion of the development remains conceptual but is being marketed for development and would need to come back for final approval.

The October 21, 2021, Staff Report from the Preliminary PUD Approval is attached as a reference for the overall project, site history, zoning, etc. This Staff Report addresses the final documents and any significant changes or clarifications made between the preliminary and final approvals.

EXISTING SITE & HISTORY

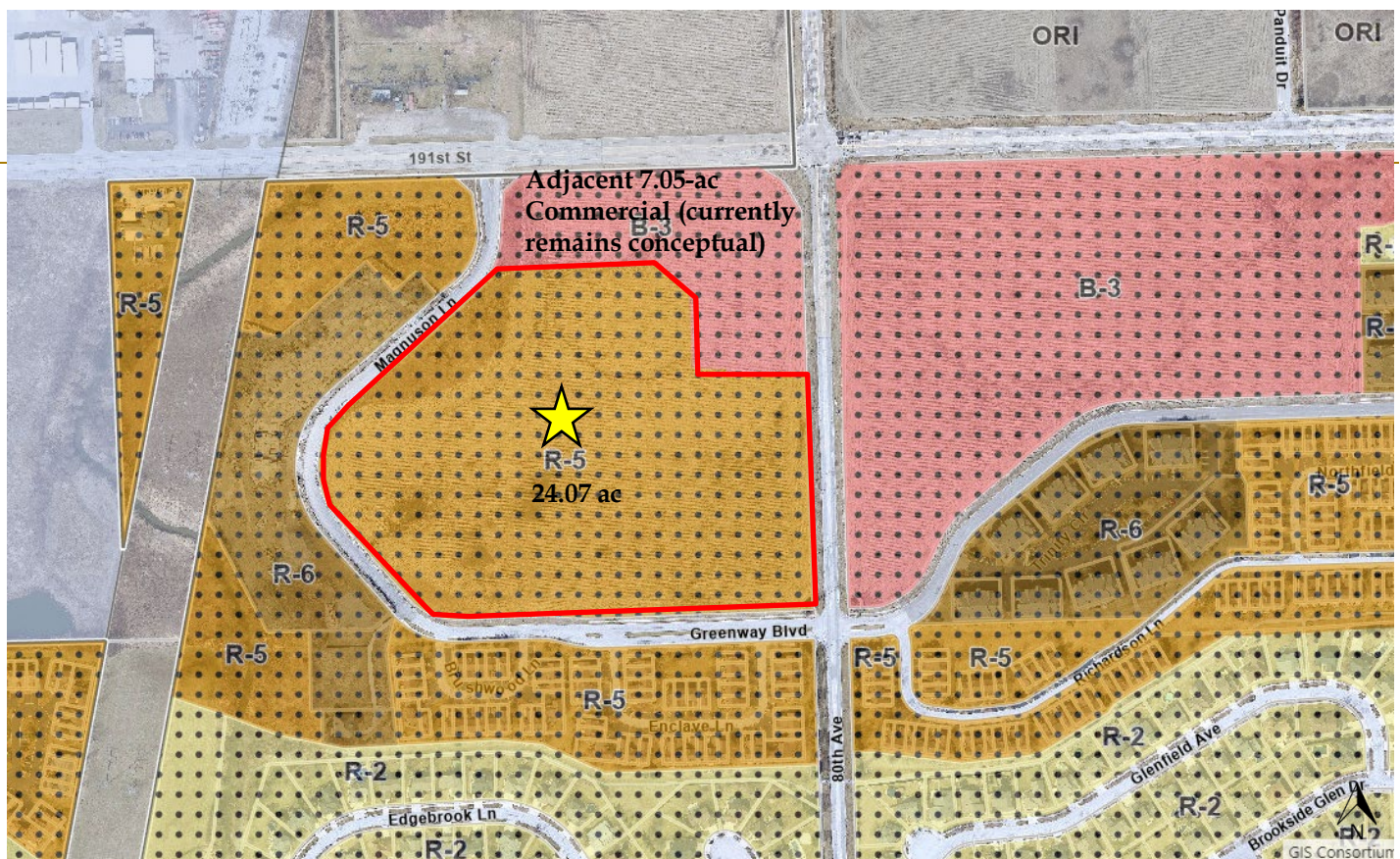
The subject site is a residential 24.07-acre parcel within the Brookside Glen Planned Unit Development (PUD). This excludes the conceptual 7.05-acres of adjacent commercial space to the northeast, which is not part of the current final PUD approval request. The Brookside Glen PUD was approved as part of an annexation of 828-acres in 1990. Since that time, there have been amendments to the Agreement as well as several PUD modifications and rezonings. This is typical for a property of this size that has responded to market trends and fluctuating economic conditions over time.

On November 16, 2021, the Village Board approved a map amendment, preliminary substantial deviation to the PUD, and preliminary plat for the subject property (Ord. 21-O-075 & 21-O-076).

In February 2022, the Village Board approved plans for the *Residences at Magnuson* which includes four multi-family structures with 144 dwelling units as well as a clubhouse and various amenities. The project is currently under construction. The *Residences at Magnuson* is located immediately west of the subject property. A history of amendments to the Brookside Glen PUD is attached as Exhibit A.

ZONING & NEARBY LAND USES

The subject property is zoned R-5 (Low-Density Residential) and is part of the Brookside Glen PUD. The subject parcel is also located within the Urban Design Overlay District (UD-1), however residential development is not regulated by this overlay district. The property to the west is zoned R-6 (Medium-Density Residential) with a multifamily development under construction. To the south, the property is zoned R-5 (Low-Density Residential) and is developed with townhomes. To the east, across 80th Avenue, is undeveloped B-3 property with R-6 and R-5 zoning immediately to the south. To the north is an undeveloped parcel in unincorporated Will County zoned C-6, which is intended to accommodate commercial recreation, amusement, and entertainment uses. The property to the northeast is an undeveloped parcel zoned ORI (Office and Restricted Industrial).



Zoning Map – Subject 24.07-acre residential property bound in red

FINAL PUD APPROVAL

[illegible]

23' common area. The 30' rear yard will be met by combining at least 13 feet (rounded down from 14 feet) within the building lot plus half of the typical common area (at least 36 feet). The 10' side setback will be met by combining at least four feet (rounded down from five feet) within the building lot plus half of the common area (typically 12.5 feet). No changes are proposed to the internal orientation of the units.



Proposed Final Site Plan with Site Data (dated June 28, 2023)

Exceptions

Any items that don't meet the Zoning Ordinance are considered "Exceptions" instead of Variations and are covered by the PUD approval. While it is not necessary to call out all Exceptions shown in the Plans, staff often outlines these so that the Commission and Village Board understand what flexibility is being given to the development through the PUD process. Staff has identified the additional below Exceptions based on the submitted Final plans which only provide a typical rectangular building footprint. The Petitioner states the floor plans are not perfectly rectangular and are committed to providing the minimum building separation as much as possible. The Petitioner also notes exact dimensions will be based on the unit type, which will be dictated by the market.

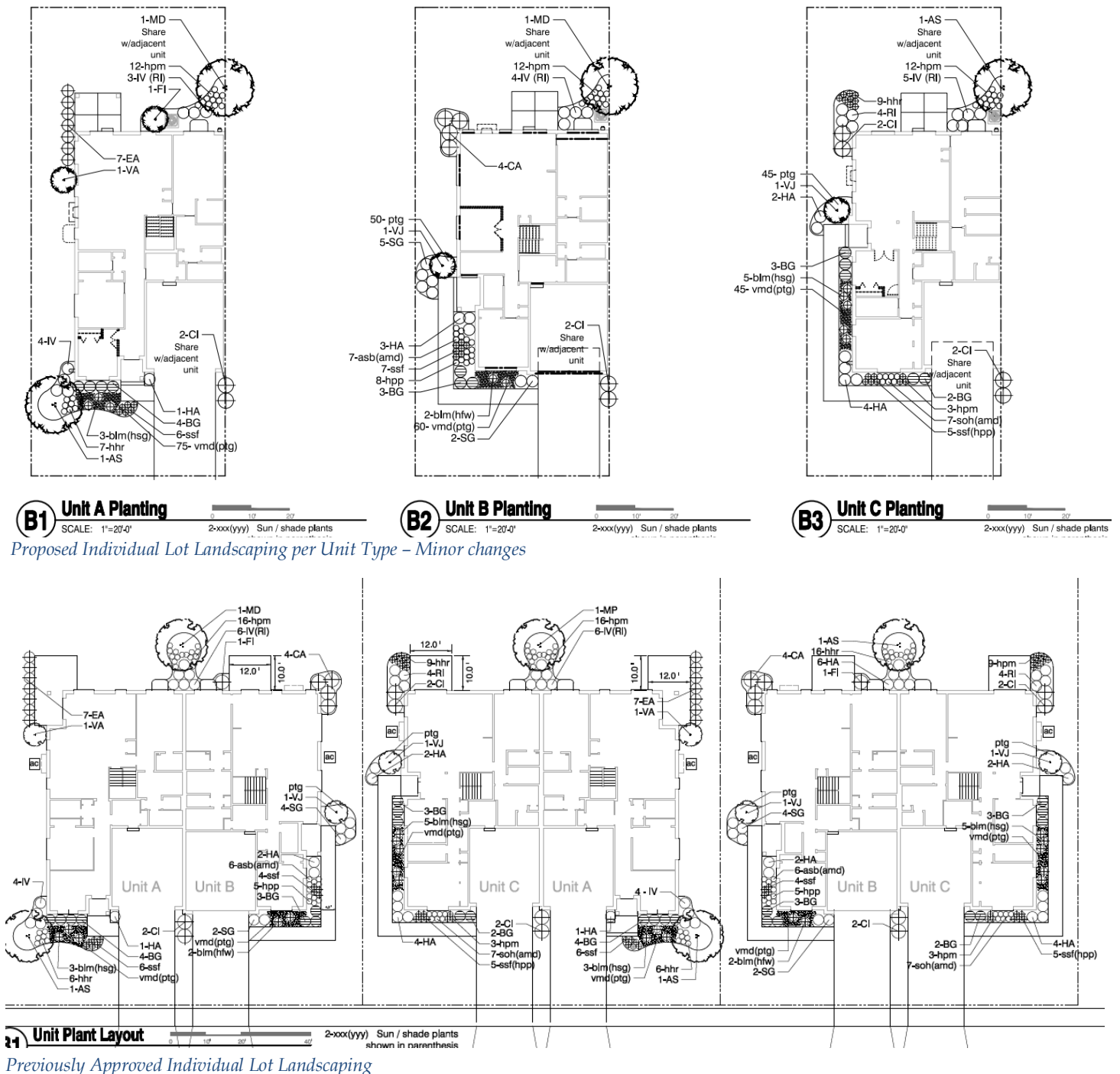
- 1) Side to Side building separation between Lots 2 and 3, and between Lots 48 and 49.
- 2) Rear to Rear building separations when a covered patio is constructed.

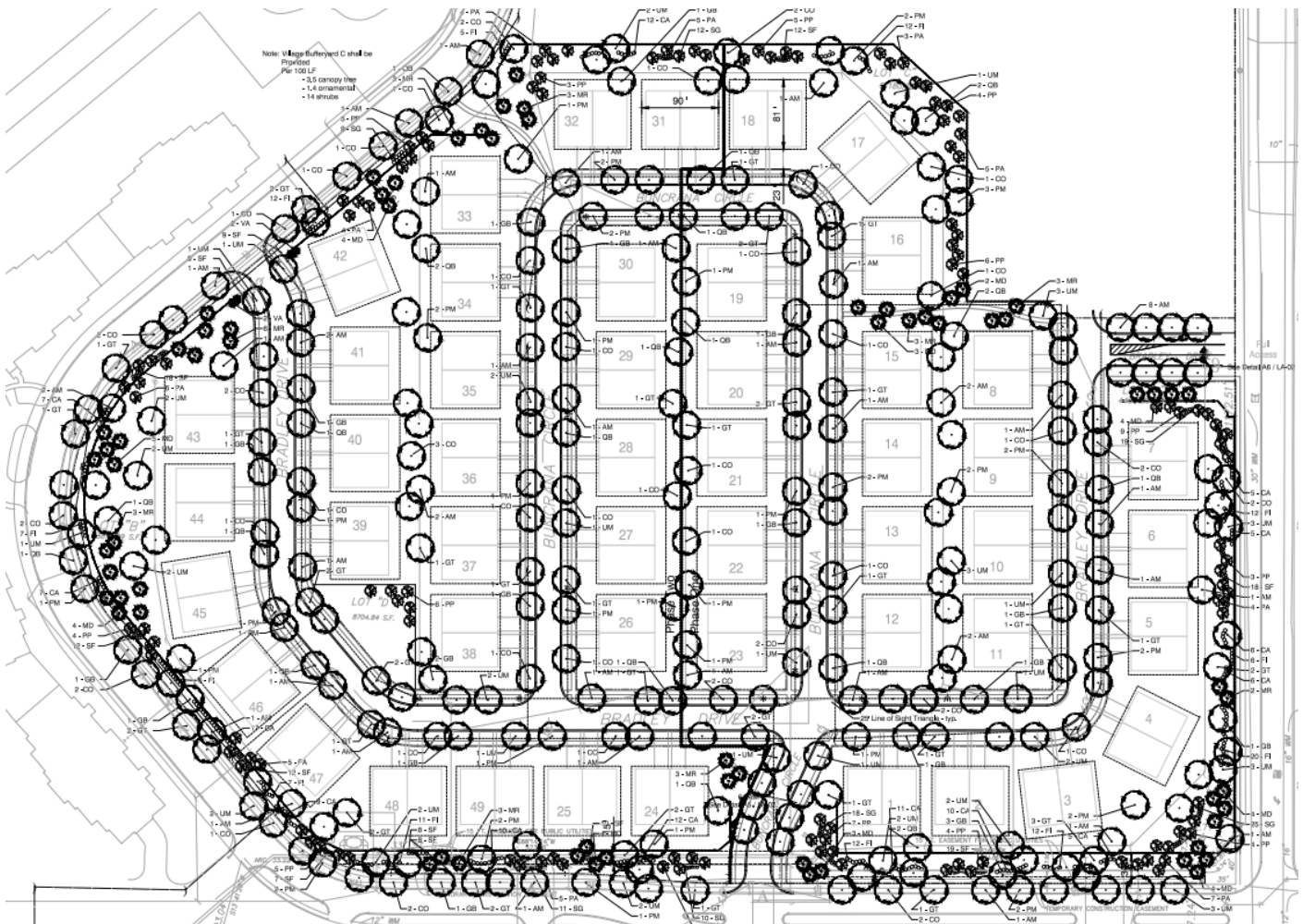
LANDSCAPING

Minor changes are proposed to the landscape plan. No changes are proposed to the perimeter landscape buffer, canopy and parkway trees. This buffer ranges in depth from 15' at its narrowest to 30' at its widest. This is in addition to the rear yard setback for the duplexes with frontage on Greenway Boulevard. The landscape buffer along the perimeter of the property meets the bufferyard requirement. The canopy tree and parkway requirements are still met

and while there are some minor deficiencies with shrubs in some bufferyards, these are made up by a surplus of more substantial understory trees, which also can require less long-term care and maintenance. The landscape plan is largely in compliance with the intent of the Landscape Ordinance and will be a benefit to the future residents of the subdivision. Final plans for individual lots are now broken down by Unit Type, and still provide for a canopy tree in the rear yard, and one front yard canopy tree for the Unit "A" type. Minor changes were made to slightly increase plantings in the front and slightly decrease ones in back, which retains an overall attractive aesthetic. Also, the air conditioning units are no longer shown on the sites of the units. Staff is recommending a condition clarifying that the air conditioning units shall not be in the front yard.

Since ground sign plantings are not shown, a recommended condition is included that the ground signs have 2 sq. ft. of landscaping for each 1 sq. ft. of sign face, and will require a separate sign permit. Lastly, the Final Plans indicate landscape phasing, which is subject to final engineering approval and Village Staff approval.





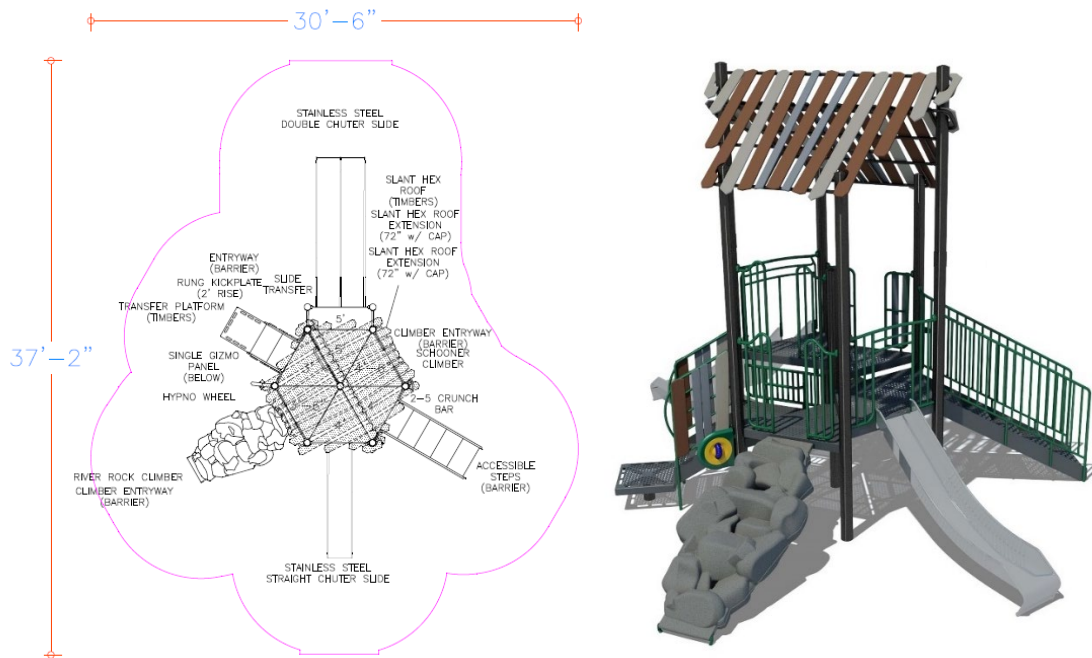
Proposed Overall Landscape Plan

Fencing

The Petitioner provided an additional specification on the solid portion of fencing. As previously proposed in the Preliminary approval, the majority of the site will be enclosed with an open-style aluminum fence, except the north portion of the residential development which abuts the commercial development will have a solid fence (per staff recommendation to help ensure adequate privacy for the residents that back up to the north property line and to avoid any issues with light glare and noise). The Petitioner has specified on the Final site plan that the solid fence will be a white PVC solid picket screen fence, six feet in height. A recommended condition of approval has been included requiring the fence specifications be provided with the building permit submittal for Village review and approval.

Tot Lot Park

No changes are proposed to the inclusion of a "tot lot" park (triangular "Lot D" on the proposed Plat). The tot lot was noted in the Preliminary PUD approval process, with the developer agreeing to construct a tot lot park as part of the development to then be donated to the Frankfort Square Park District. There are no proposed changes to the park's programming and design. It will still not have an age limit, benefiting both young families with children and older families with grandchildren. The tot lot's specific design of the park site and equipment is subject to the Frankfort Square Park District's approval to be completed by the developer as part of the development. Staff recommends a condition of approval requiring that the "tot lot" park plans be approved by the Village and accepted by Frankfort Square Park District for donation prior to beginning any construction work for Phase 2 of the residential duplexes or otherwise guaranteed with a Letter of Credit acceptable to the Park District and Village. A similar "tot lot" playground design is shown below.



CIRCULATION

Access

No changes are proposed to access for the residential development. This includes one point of access each on Greenway Boulevard, Magnuson Lane, and 80th Avenue. Shared access for the adjacent commercial development at the 80th Avenue access point is indicated on the Plat of Subdivision. Full access is provided on 80th Avenue that serves both the commercial and residential areas. As the commercial still remains conceptual, the commercial land use designations are for illustration purposes only. Once a developer is identified for the commercial area, the plans will be finalized with an end-user in mind.

No changes are proposed to the sidewalks. An internal sidewalk system is proposed along all street frontages (Magnuson Dr, Greenway Blvd, and 80th Ave) along with a pedestrian path leading from Magnuson Dr. into the northwest corner of the duplex development between Lots 32 and 33.

Phasing and Engineering Approvals

The Petitioner wishes to phase the residential duplex development into two phases from east to west. However, Staff has conditioned that the phasing plan along with final approval of all plans is subject to final engineering approval of all plans by the Village Engineer and other jurisdictional approvals including but not limited to Will County DOT, MWRD, and IEPA. As discussed as part of the Preliminary Approval, the sidewalk along 191st Street will be required to be completed with the residential development (as opposed to waiting for the commercial development proposal/completion).

ARCHITECTURE

No changes are proposed to the architecture, apart from submittal of detailed floor plans. As in the Preliminary approval process, *all homes will have a bedroom on the first floor, and some may have secondary bedrooms on a partial second floor. The maintenance free focus for this lifestyle will include Association maintained landscape for the homes and yards, in addition to the Association common spaces.* While it is age-targeted, there are no age limits, and maybe an attractive home for young families as well.

There are no major changes to the overall architectural aesthetic from the previous approval, with substantially the same multiple models and various exterior options to bring a unique appearance to each building. The final proposal retains the aesthetic variety presented in the Preliminary PUD approval. This includes three-unit types “A”, “B” (which includes subtype “B1”) and “C” varied by plan layouts and placement of the front door entry (upfront, setback, or the side). Same as in the previous approval, there are 12 combinations of differing unit type pairings and color scheme combinations with dark or light brick and either dark or light trim/siding. The options of front gable on Unit “A” and partial 2nd floor on Unit “C”, and fireplaces overall remain.

Same as in the Preliminary approval, the Petitioner does not have a defined anti-monotony plan nor specific placement or quantity of certain design combinations, but rather noted that the market will dictate this. With all of the available options, however, it will make for a unique look to the different buildings that avoids an overly monotonous and repetitive look. Below is an example of how some of the streetscapes might look with scaled setbacks between buildings. Additionally, the overall design of the subdivision leads to many curved roads and varying frontages, so there will not be long lines of buildings; further leading to an attractive streetscape and subdivision.



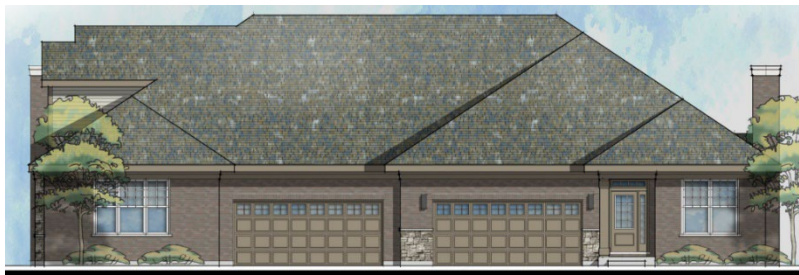
Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B1 Front Elevation

Unit C Front Elevation



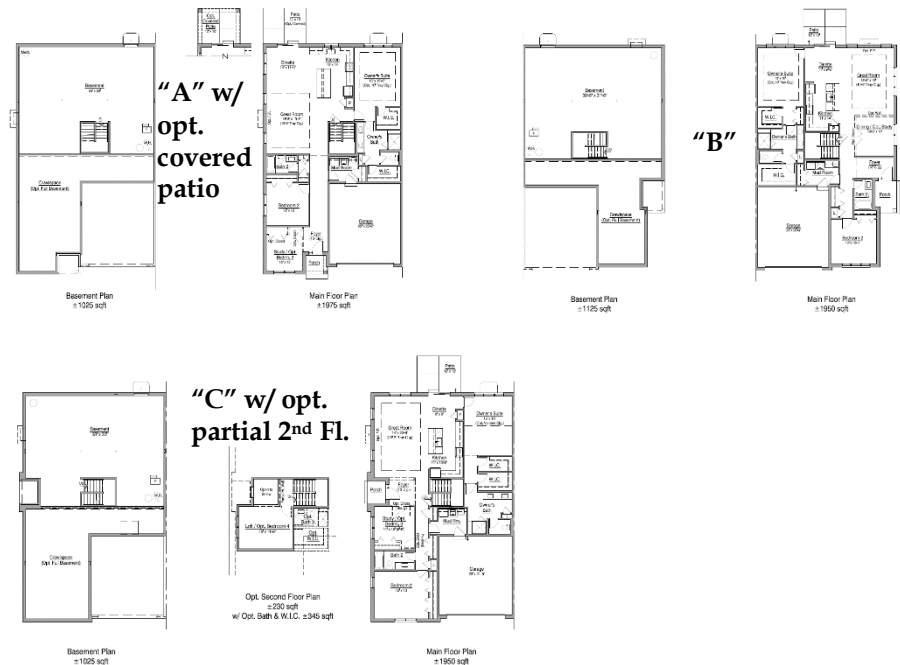
Unit C Front Elevation
w/ Opt 2nd Flr.

Unit A Front Elevation



Streetscape Examples of Front Elevations with Different Unit Types, Color Combinations (Light vs. Dark Brick, Light vs. Dark Trim) & Options (Gable, 2nd Floor)

One change from the Preliminary approval regards the rear patios. Preliminary plans had a model unit layout with an outline for a rear patio. The Final proposal now includes a dimensioned 12'x10' rear patio on all Unit Types, with a covered option on Unit Type "A". A condition has been recommended to require that the rear covered patios must have material and roofline matching the building and may not be enclosed. The Petitioner has noted the covered patio option is for only Unit Type "A", where the patio is located at the far end of the unit. The patios for Unit Types "B" and "C" are located toward the center of the units and do not state covered options. A condition is recommended that a provisional option that the rear 12'x10' uncovered patios for all Unit Types "A", "B", and "C" may be covered in the future, provided the patio design shall match the proposed covered patio option in the currently proposed plans.

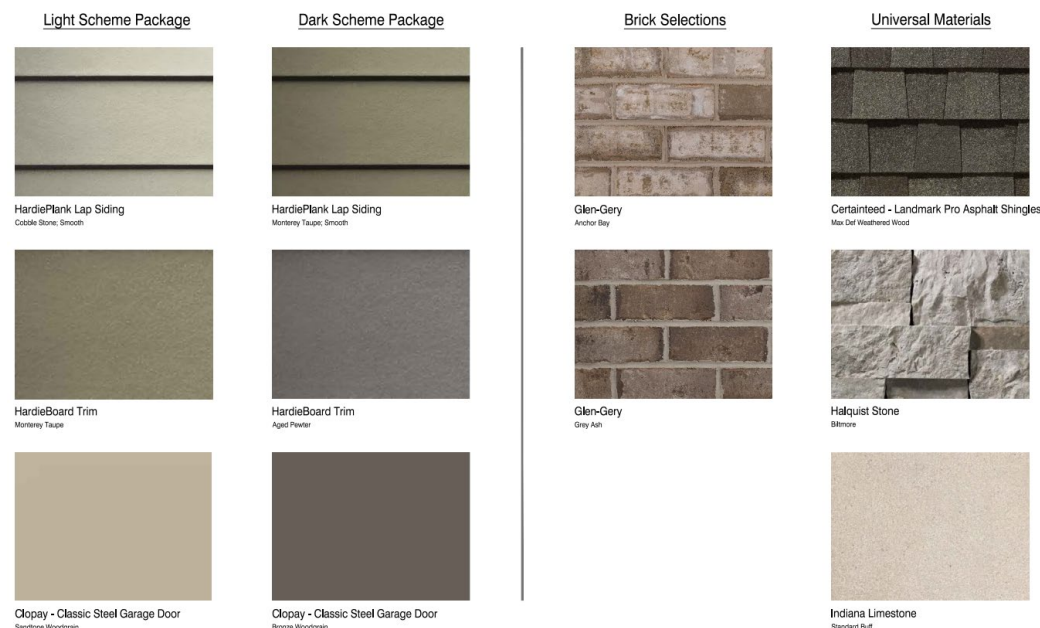


Floor Plans Units A, B, C. Front door entry and floor plan layout vary. Options indicated include covered patio, partial 2nd floor, &

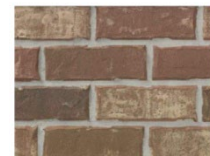
One issue staff has noted in past townhomes and duplex approvals is the desire for residents in the future to complete expansions of the structure, often by way of a "sunroom". However, these "sunroom" additions are by definition a building addition and often lower the quality and appearance of the overall development due to their lower construction quality, materials, and durability. A condition has been recommended that no further enclosed patios, sunrooms, building additions, or accessory structures shall be permitted.

Materials

The Petitioner has slightly revised the exterior brick selection from the Preliminary approval to Glen-Gery's "Anchor Bay" and "Grey Ash" light and dark colors. The new colors are still neutral and complementary to the remaining color palette, but now less reddish in tone. No other changes are proposed to the exterior materials. The proposed building materials include stone at the base of Unit Types "A" and "B1", and the entry column of "C". Brick options are either light or dark and throughout the majority of the structure on all sides of the first floor, in compliance with the Zoning Ordinance's masonry requirements. Hardie Board (fiber cement siding) is used for the trim, dormers, and limited second floor siding elements. Hardie Board is a name brand fiber cement board product that is typically higher quality and more durable than vinyl siding.



Brampton Brick
Morgan



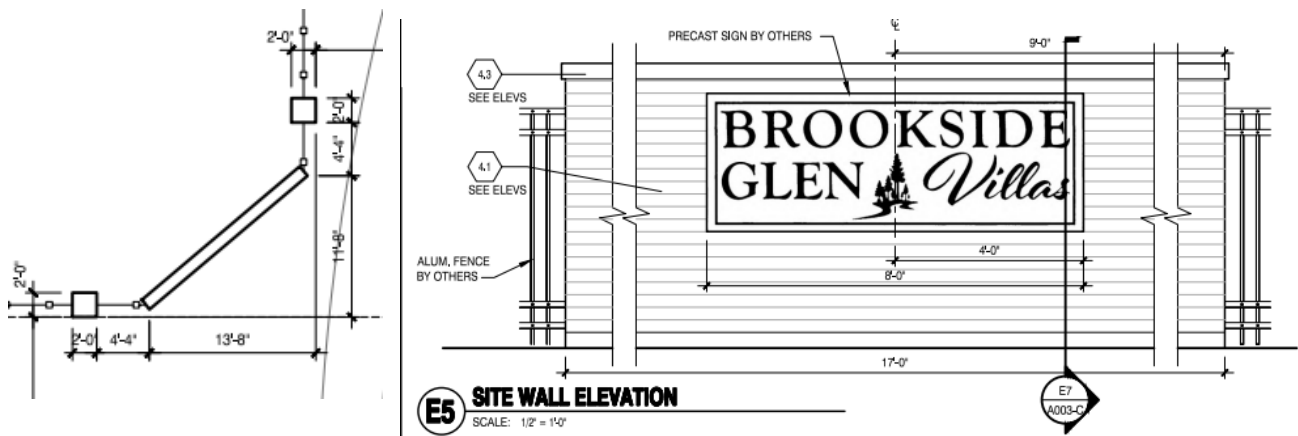
Glen-Gery
Windsor

Previously approved

Proposed Exterior Materials – Same, apart from new brick selection

SIGNAGE

A couple of changes are proposed to the entry ground signs. Two single-sided subdivision entry signs are proposed for the residential development: one at the entrance off 80th Avenue and a second along Greenway Blvd. The signs are 6-foot-high with brick, piers, and fencing matching the rest of the development. The brick length has been reduced from 18' to 17'. The overall brick portion of the sign is now approximately 102 sq. ft. but the signage portion for the subdivision appears to remain as only 24 sq. ft. with the same 8' length. The design appears to meet the zoning allowances for residential subdivision signs. These signs will be placed in outlots and maintained by the Homeowner's Association (HOA) after completion of the project. Final plans now show more detailed drawings of the two flanking piers connected by open style fencing.



Ground Sign Plan View with Connected Piers (L) & Elevation ®



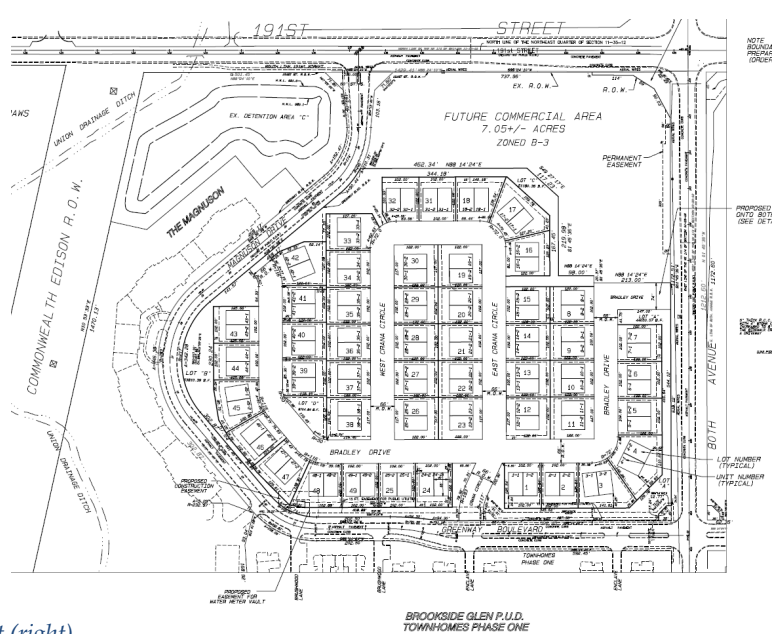
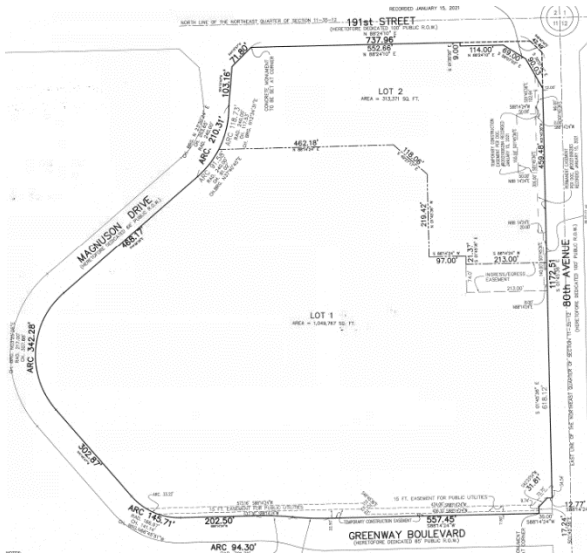
Proposed Signage

Two existing monument signs are also located at the northwest and southwest corners of Greenway Blvd and 80th Avenue for the larger Brookside Glen area. The signs are not part of the proposed development, but the new signs were designed to complement the style of the existing Brookside Glen signs.



PLAT APPROVALS

In November 2021, as part of the Preliminary PUD approval process, the Village approved a Final Plat and a Preliminary Plat. The Final Plat “Brookside Glen Villas Subdivision” simply split the single lot into two lots for the residential development (as “Lot 1”) and the commercial corner development (as “Lot 2”) at 191st Street & 80th Avenue. A cross-access easement was required with this subdivision due to the need to share an access point on 80th Avenue, and the importance of that access point to each lot’s future. The Preliminary Plat was also approved, but did not formally create any lots of record. Instead it gave the developer the right to move forward with the development request as it provided a desired layout of specific lots for the duplex buildings and common areas. It was preliminary and not final because final engineering plans were not yet completed, which could have prompted minor changes.



Previously Approved Plats: Final Plat (left) & Preliminary Plat (right)

Final Plat of Subdivision (Residential: 49 building lots, 5 common area outlots)

The proposed Final Plat “Resubdivision of Lot 1 In Brookside Glen Villas Subdivision” finalizes the previously approved preliminary plat. It consists of the residential area only which is proposed as 49 building lots and five common areas (Lots “A” through “E”). This plat excludes the commercial area which remains as the previously approved “Lot 2” of Brookside Glen Villas Subdivision. This final plat is in substantial conformance with the preliminary plat, but provides additional information like signature blocks, exact property lines, and easement locations. Staff has provided a condition that Final Plat approval is subject to Final approval by the Village Engineer and Village Attorney.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - There is no danger to the public with additional duplex housing proposed.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - Residential housing surrounds the development, thus the residential duplex units are an appropriate intensity given the area's context.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - Residential housing will further the normal and orderly development and improvement of surrounding property. Residential development is to the south and west. The internal orientation of the duplex units, solid fence, and landscaping provide adequate buffering to the conceptual commercial at adjacent north side of the property. The residential development has been planned with the anticipated commercial development in mind.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - There are adequate roadways, utilities, and drainage existing around the site and proposed throughout in the new development.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
 - The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides very little.

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Specific findings are not provided as these are already specific criteria that must be met for the Plan Commission to recommend approval to the Village Board.

- a. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village.
- b. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- d. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development.
- g. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained.
- h. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development.
- i. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- j. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

STANDARDS FOR SITE PLAN & ARCHITECTURAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with “Building Articulation” (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it’s the appearance if used on large, blank walls.
- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.

- j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

Motion 1 (Special Use for Final Approval of Substantial Deviation to the PUD):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Frank Bradley on behalf of Crana Homes, for Final Approval of a Substantial Deviation to the Brookside Glen Planned Unit Development for the property located Southwest of 191st Street and 80th Avenue (8020-8023 Bradley Drive & 19140-19239 Buncrana Circle), to be developed with 98 single-family semi-detached duplex units, in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the July 6, 2023 Staff Report, subject to the following conditions:

- 1. The PUD exceptions from the Zoning Ordinance, as listed in the staff report, shall be included within the Final PUD ordinance documents.*
- 2. Final conditions, covenants, and restrictions (CC&Rs) shall be recorded prior to any transfer of ownership or any lots, closings, or occupancy permits are issued.*
- 3. The phasing plan and final approval of all plans is subject to final engineering approval by the Village Engineer and other jurisdictional approvals, including but not limited to Will County DOT, MWRD, and IEPA.*
- 4. The Petitioner shall include the public sidewalk along 191st Street in its plans to be constructed with the residential development (as opposed to waiting for commercial development to occur), subject to Village Engineer review and approval.*
- 5. Specifications for the white PVC solid picket screen fence, six feet high fence adjacent to the commercial area must be provided with the building permit submittal for Village review and approval.*
- 6. The "tot lot" park plans must be approved by the Village and accepted by Frankfort Square Park District for donation prior to beginning any construction work for Phase 2 of the residential duplexes. Alternatively, a Letter of Credit (or cash) guarantee, acceptable to the Village and Park District, can be put in place for its completion at that time.*
- 7. The rear 12'x10' covered patio option must have material and roofline matching the building and may not be enclosed.*
- 8. The rear 12'x10' uncovered patios on all unit types ("A", "B", & "C") may be covered in the future, provided the patio design shall match the proposed covered patio option in the currently proposed plans. No further enclosed patios, sunrooms, building additions, or accessory structures shall be permitted.*
- 9. Air conditioning units shall not be in the front yard.*
- 10. Plantings for the two ground signs are required per Zoning Ordinance. There shall be 2 sq. ft. of landscaping for each 1 sq. ft. of sign face. Ground signage will require a separate sign permit.*

Motion 2 (Final PUD Plat of Subdivision):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Final PUD Plat of Subdivision Approval for Resubdivision of Lot 1 in Brookside Glen Villas Subdivision in accordance with the Final Plat (dated June 28, 2023) submitted and listed herein, subject to the condition that the Final Plat approval is subject to final approval by the Village Engineer and Village Attorney, including final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Will County DOT, MWRD, and IEPA."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	General Planning & Zoning Application	Petitioner	6/12/2023
	Narrative and Response to Special Use Standards	Petitioner	n/a
	Previously Recorded Two Lot Plat “Brookside Glen Villas Subdivision”	Petitioner	Recorded 12/20/2022
	Final Site Plan with Site Data	HKM	6/28/2023
	Address Map	BVA	1/17/2023
	Final Improvement/Engineering Plans (to be updated per final engineering review)	BVA	5/30/2023
	Final Landscape Plan	HKM	4/20/2023
	Final Plat of Subdivision	G&B	N/A
	Auto-turn Templates	BVA	N/A
	Brookside – Final Model Unit Layout (Sales Center Site Plan)	HKM	4/18/2023
	Monument Sign Elevation	HKM	4/18/2023
	Final Potential Streetscapes	HKM	4/18/2023
	Front Elevation Façade Options	HKM	4/18/2023
	Unit Floor Plans, Ranch with Partial 2 nd Floor and Covered Patio Options	HKM	5/9/2023 ranch; 5/11/2023 2 nd flr.
	Covered Patio Elevation	HKM	6/28/2023
	Material Board	HKM	4/18/2023
	Aluminum Fence Specifications (Ameristar open-style)	Crana	N/A
	Light Specifications (Capanna sconce)	Crana	N/A
	Final Declaration of Covenants for Brookside Glen Villas	Crana	N/A

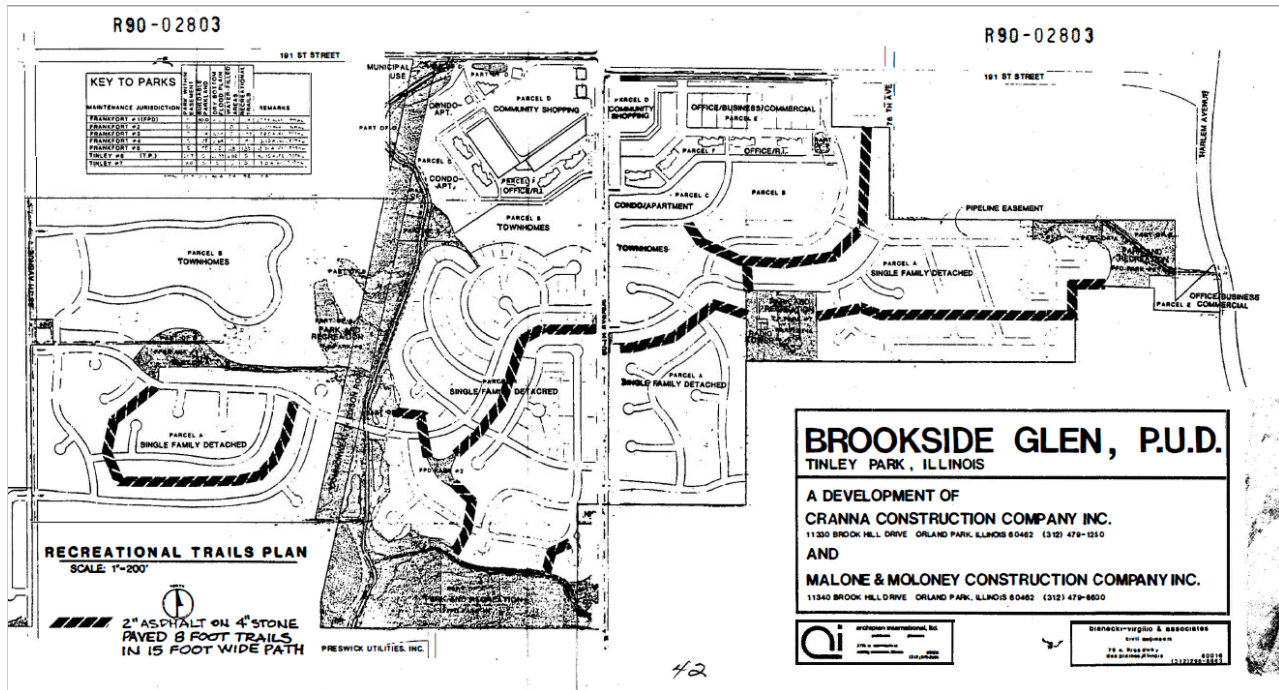
BVA = Branecki-Virgilio & Associates (Civil Engineer)

HKM = HKM Architects + Planners, Inc

G & B = Gremley & Biedermann Surveyors

Exhibit A - Brookside Glen PUD Timeline

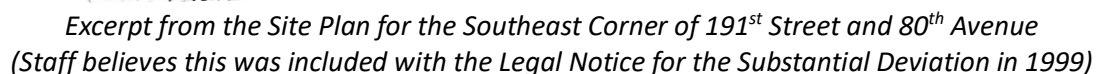
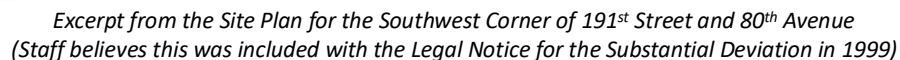
- **1989:** A Pre-Annexation Agreement was adopted as Ordinance 89-O-052.
- **1990:** The Annexation Agreement (Resolution 90-R-002) was adopted on January 11, 1990. This agreement also accounted for the Special Use Permit for the Brookside Glen Planned Unit Development. Below is Exhibit C from the Annexation Agreement denoted approved landuses.



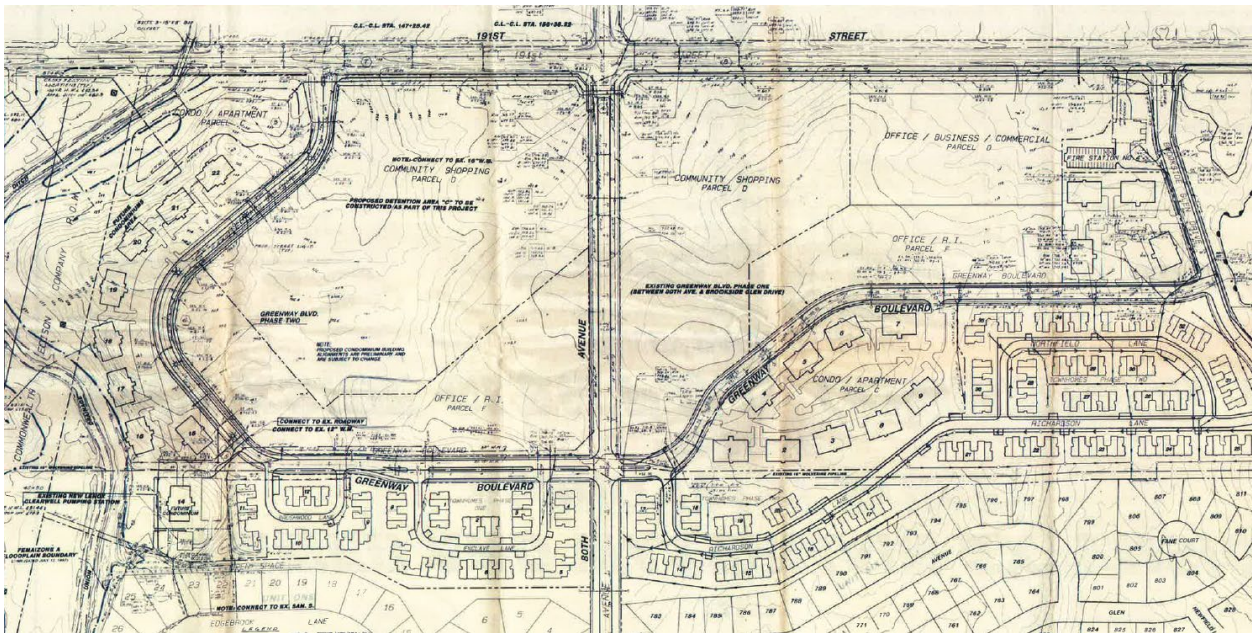
The Brookside Glen property was officially annexed under Ordinance 90-O-004 and Ordinance 90-O-005. The first amendment to the Brookside Glen Annexation Agreement was adopted on February 6, 1990 (90-R-004).

Ordinance 90-O-008 was adopted on February 27, 1990 (although the ordinance itself incorrectly states the adoption year as 1989). This ordinance annexed the Brookside Glen property again due to concerns with proper notice for the annexation. Ordinance 90-O-009 officially rezoned the Brookside Glen property following annexation.

- **1994:** Amendment to the Brookside Glen Annexation Agreement was approved on October 25, 1994 as Resolution 94-R-030 (labeled in error as 94-O-030). This amendment included changes to some of the standards for the single-family residential lots, updated fees, discussed requirements for dedication of public streets and sidewalks, and discussed water mains and sanitary sewers.
- **1998:** A parcel is annexed and added to the Brookside Glen PUD per Ordinance 98-O-018 and Ordinance 98-O-019 on March 17, 1998. A 200' x 209' parcel was annexed and added to the Brookside Glen PUD. The parcel was not available in 1990 when the original PUD was approved. The property that was annexed is located near approximately 19501 88th Avenue (currently this is approximately Brookside Glen Drive and 88th Avenue).
- **1999:** Staff notes that the November 4, 1999 Plan Commission meeting minutes indicate that the New Lenox Pumping Station was considered for a Special Use Permit.
- **2000:** A Substantial Deviation to the original Brookside Glen Planned Unit Development was approved on February 15, 2000 as Ordinance 2000-O-006. This Substantial Deviation amended the acreage and dwelling units



- **2001:** The Plat for Brookside Place Phase I was recorded on January 12, 2001 and included the first seven (7) multi-family buildings (see buildings 1-7 on the image on the following page). The buildings had sixteen (16) units each for a total of one hundred twelve (112) dwelling units. The Plan Commission recommended approval of the Plat on October 5, 2000.
- **2002:** The Plat for Brookside Place Phase II was recorded on June 28, 2002 and included two (2) multi-family buildings (see buildings 8-9 on the image on the following page). The buildings had sixteen (16) units each for a total of thirty-two (32) dwelling units. The Plan Commission recommended approval of the Plat on February 21, 2002.



Excerpt from Engineering Plans for Brookside Place (2002)

- **2004:** The Plat for Brookside Place Phase III was recorded on August 5, 2004 and included four (4) multi-family buildings (see buildings 10-13 on the image below). The buildings had sixteen (16) units each for a total of sixty-four (64) dwelling units. The Plan Commission recommended approval of the Plat on May 20, 2004.



- **2016:** Karli Mayher submits an application (“The Residences at Brookside Glen”) on July 5, 2016 for two (2) four-story, one hundred, forty-four (144) unit multi-family apartment buildings, with surface parking and parking in garages at the rear of the site and an accompanying clubhouse building. On July 11, 2017 Village Board concurred with the Plan Commission’s recommendation to deny the project.
- **2017:** Karlie Mayher submits revised plans on October 2, 2017. These plans include four (4) multi-family residential structures with thirty-six (36) dwelling units per building for a total of 144 dwelling units. Village Board approved December 5, 2017.
- **November 2020:** Conceptual Approval given to proceed with a rezoning and Deviation for the subject site to be rezoned to allow for semi-detached duplexes at the Southwest corner near the intersection of 191st Street and 80th Avenue (Brookside Glen Villas). The 31-acre site will keep commercial zoning on around 7.2 acres along 191st Street and 80th Avenue. No entitlement or rezoning given but met with general support by the Plan Commission and Village Board.
- November 16, 2021: Final Approval given to proceed with a map amendment, preliminary substantial deviation to the PUD, and preliminary plat for Brookside Glen Villas (Ord. 21-O-075 & 21-O-076).
- February 2022,: Village Board approved a Substantial Deviation to previously approved plans for the *Residences at Magnuson* which includes four multi-family structures with 144 dwelling units as well as a clubhouse and various amenities. The project is currently under construction. The *Residences at Magnuson* is located immediately west of the subject property.

PLAN COMMISSION STAFF REPORT

October 21, 2021 – Public Hearing

Brookside Glen Villa's (Crana Homes) – Rezoning & Preliminary PUD

8001 191st Street (Southwest corner of 191st St and 80th Ave)

Petitioner

Frank Bradley, on behalf
of Crana Homes

Property Location

8001 191st Street
(SW Corner of 191st St
and Magnuson Ln)

PINs

19-09-11-200-014-0000

Zoning

Current: B-3

Proposed: R-5 and B-3

Approvals Sought

- Rezoning
- Special Use for Preliminary PUD Approval
- Site Plan Approval
- Preliminary and Final Plat Approval

Project Planner

Daniel Ritter, AICP
Planning Manager



EXECUTIVE SUMMARY

The Petitioner, Frank Bradley on behalf of Crana Homes, is a local builder and developer that has been involved with the development of Brookside Glen Planned Unit Development (PUD) since its creation in 1990. He has owned the ~31-acre parcel located at the southwest corner of 191st Street and 80th Avenue for over 30 years that is zoned B-3 (General Business and Commercial District). While it has been actively marketed for commercial development over that time period, there has been no viable commercial interest in the property.

In November 2020, Crana Homes approached the Village about splitting off a portion of the property for low-density two-family attached (duplex) housing. Mr. Bradley feels there is a strong market for this type of housing that has not been provided in the Village. The development would have no age limits but presents a strong demand for seniors and empty nesters. The plan was run through a "concept approval" plan outlined in the PUD section of the zoning code. No zoning entitlements were received but feedback from the Plan Commission and Village Board was generally positive. Direction was given to come up with high-quality housing designs, reduce monotony, and pursue a small park location with the Frankfort Square Park District due to the increase in the PUD's housing density.

The plan as proposed includes more specific approvals including subdividing of the land, rezoning the portion to be used for the residential development to R-5 (Low-Density Residential), preliminary PUD approval, and preliminary plat approval. The proposed plan provides for ~7.2-acres of commercial uses and ~24.1-acres of residential uses. The current preliminary proposal would create certain entitlements for the proposed residential development, but is required to return for approval of final details of the project including the final plat and site plans.

Changes from the October 7, 2021 Workshop Staff Report are indicated in RED.

EXISTING SITE & HISTORY

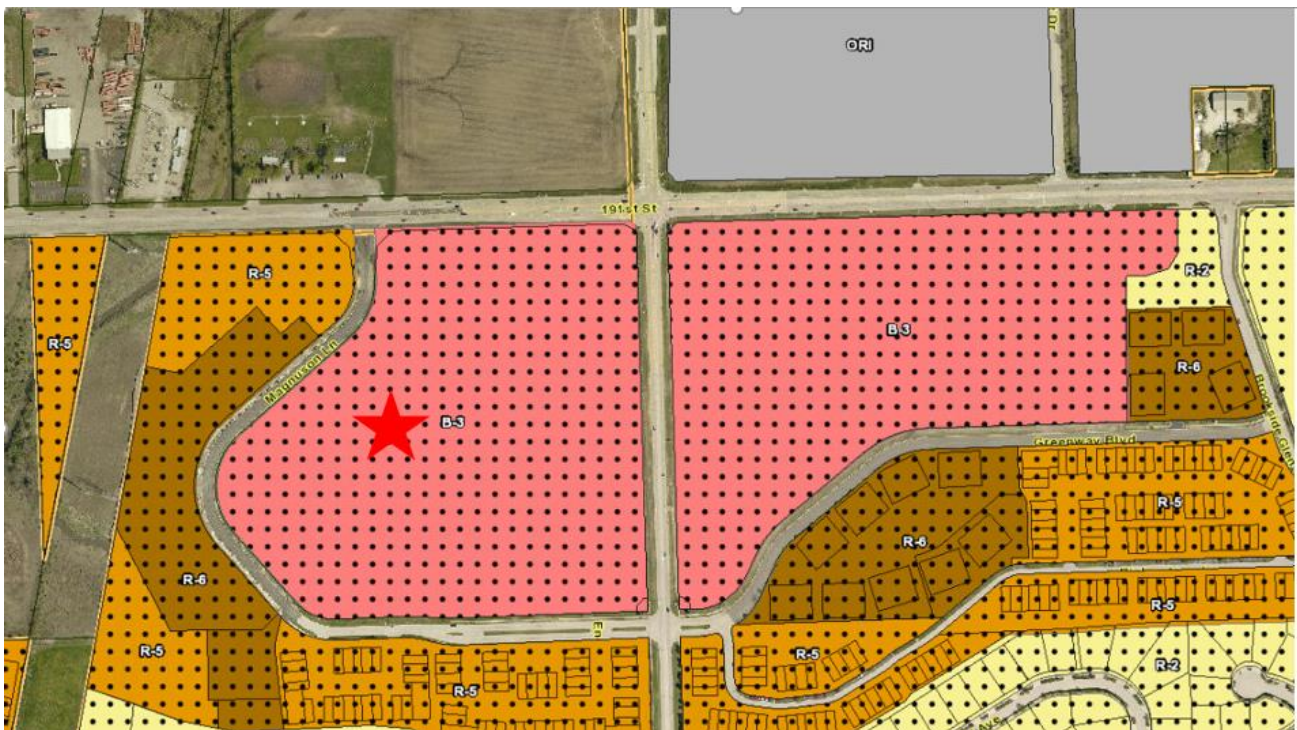
The subject site is a 31.3-acre parcel within the Brookside Glen Planned Unit Development (PUD). The Brookside Glen PUD was approved as part of an annexation of 828-acres in 1990. Since that time, there have been amendments to the Agreement as well as several PUD modifications and rezonings. This is typical for a property of this size that has responded to market trends and fluctuating economic conditions over time. The subject property was originally planned and zoned for the Village's most intense commercial district B-3 (General Business and Commercial District) which includes such uses as hotels, indoor recreation, retail membership clubs, theaters, and large retail centers. This is the same zoning as the Brookside Marketplace commercial development at Harlem Ave and 191st St.

In December of 2017, the Village Board approved plans for the *Residences at Magnuson* which includes four multi-family structures with 144 dwelling units as well as a clubhouse and various amenities. The project is currently under construction. The *Residences at Magnuson* is located immediately west of the subject property. A history of amendments to the Brookside Glen PUD is attached as Exhibit A.

ZONING & NEARBY LAND USES

The subject property is zoned B-3 (General Business and Commercial District) and is part of the Brookside Glen PUD. The property to the west is zoned R-6 (Medium-Density Residential) with a multifamily development under construction. To the south, the property is zoned R-5 (Low-Density Residential) and is developed with townhomes. To the east, across 80th Avenue, is undeveloped B-3 property with R-6 and R-5 zoning immediately to the south. To the north is an undeveloped parcel in unincorporated Will County zoned C-6, which is intended to accommodate commercial recreation, amusement, and entertainment uses. The property to the northeast is an undeveloped parcel zoned ORI (Office and Restricted Industrial).

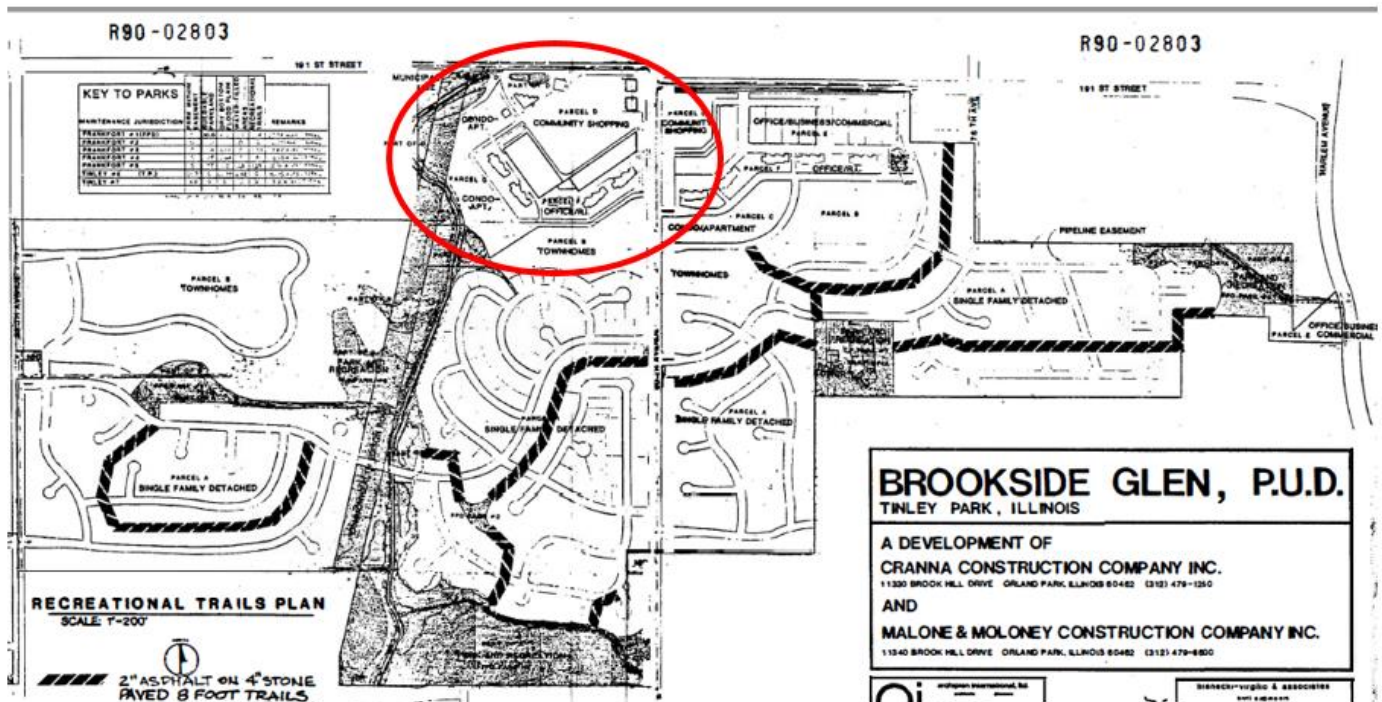
The subject parcel is also located within the Urban Design Overlay District (UD-1) that is intended to regulate non-residential buildings to “accommodate the automobile, but are primarily designed to promote non-motorized and public transportation movements to, within, and among properties”. UD-1 attempts to create a streetscape that is defined by buildings rather than parking lots. Residential development is not regulated by this overlay district).



UNDERSTANDING PLANNED UNIT DEVELOPMENTS (PUDs)

In 1990, the annexation of 828-acres for the Brookside Glen PUD was a significant endeavor for the Village of Tinley Park. To plan for a development of this magnitude, the Village utilized a common master planning technique by annexing the parcel as a PUD. It is important to understand that a PUD inherently provides flexibility in its planning and zoning. The PUD approved in 1990 provided a master plan for the 828-acre property as a guide to its future potential. As stated in Section VII of the Zoning Ordinance, the purpose of a PUD is *"to facilitate and encourage the construction of imaginative and coordinated developments and to provide relief from the subdivision and zoning requirements which are designed for conventional developments, but which may inhibit innovation of design and cause undue hardship with regard to developing a parcel of land to its best possible use."* The Applicant is requesting the change in land use due to his inability to develop the parcel in accordance with the original intent for commercial development. The retail market has changed significantly since 1990 with internet sales taking the lead over on-site purchases. Brick and mortar commercial development is stagnant and parasitic at best with new construction luring tenants from existing centers. The Village is working toward maintaining the current inventory of commercial property and has recently incentivized several commercial properties along Harlem Avenue, however attracting larger commercial development for parcels of this size has been difficult. The subject parcel remains attractive for retail development however, it is more likely to be at a smaller scale. In addition, the original intent to use office development as a buffer for the residential uses to the south is also compromised with the declining commercial office market.

The concept plan approved with the Annexation in 1990 is depicted below. Amendments to the original PUD changed the alignment for Greenway Boulevard and provided for the townhomes that currently exist to the south.



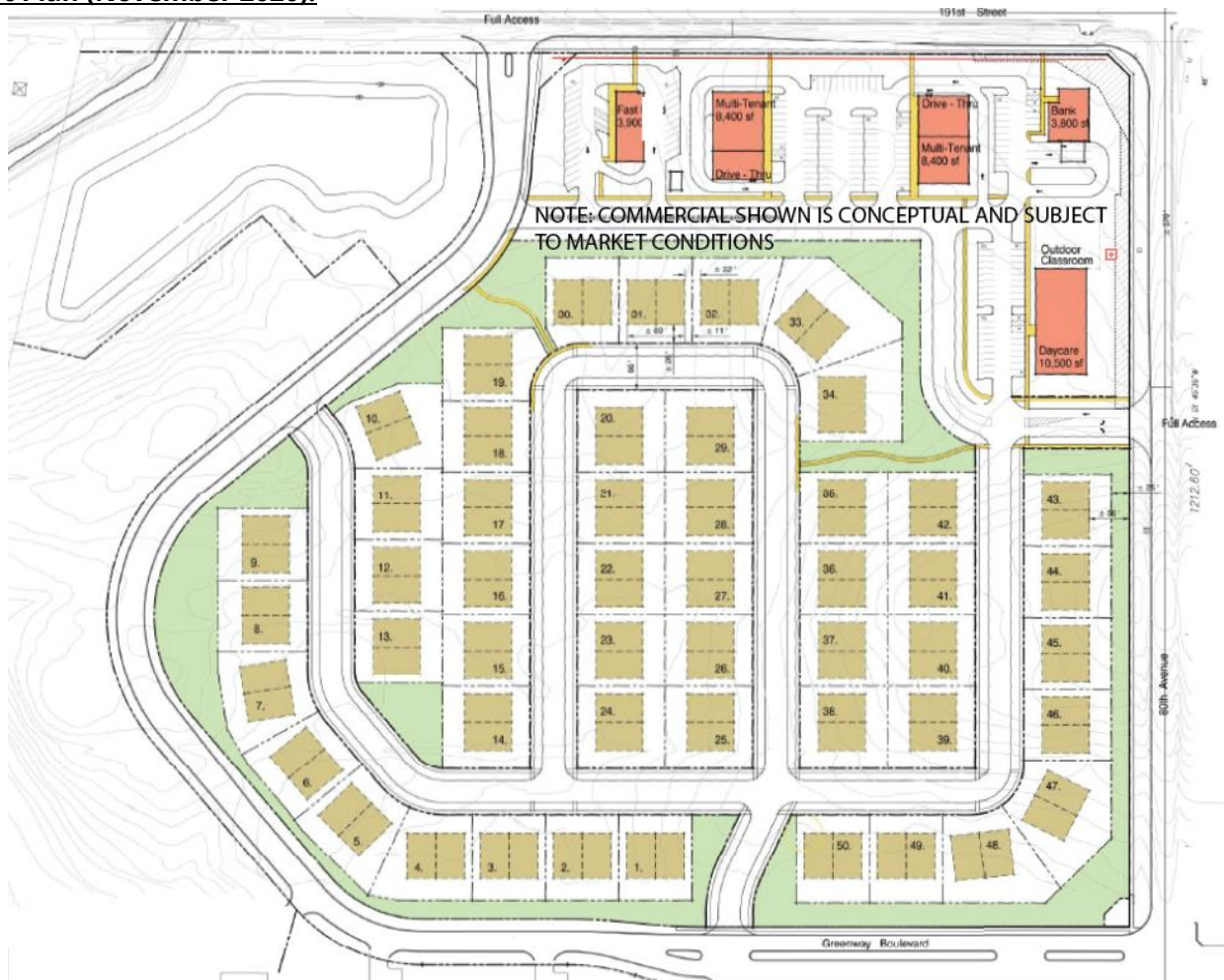
PRELIMINARY PUD/SITE PLAN APPROVAL

PUD Process

The issue before the Plan Commission is to preliminarily approve the proposed site plan, PUD documents, and land use changes to the original PUD approved in 1990. Since the proposed plan will change the original concept or intent of the original development, it is considered a Substantial Deviation. The Plan Commission is required to act in the same manner as required for concept or final approvals. However, there are various approval levels that bring different review processes and entitlements. Most often, changes are minor and they can go straight to final. However, in bigger and multi-phased development “Conceptual” and “Preliminary” approvals are important. By spreading out the review into different levels, the level of detail becomes clearer. This is a benefit to the Plan Commission and Village Board to better understand the PUD’s proposal and purpose. It also benefits the developer by having them only spend time and money developing plans they need. Preliminary and Final approvals including a public hearing and a recommendation will then be forwarded from the Plan Commission to the Village Board of Trustees for final action. The Preliminary CC&Rs (Covenants, Conditions, and Restrictions) and plans will all be exhibits of the approved ordinance and the final plans, plats, and CC&R’s will need to be in substantial conformance with them.

Proposed is a Preliminary PUD Plan, which brings more detailed entitlement than the previous concept level review did, which is mainly for general feedback purposes. Preliminary approval essentially gives them the ability to do what they are proposing as long as final plans are substantially in conformance with the plans and proposal. They will need to come back for final PUD and Plat approvals, however, those are usually just a formality once final engineering plans are completed for a certain phase of the project. Additionally, preliminary approval is only being sought for the residential portion of the development. The commercial portion will remain conceptual and will need preliminary and final approvals in the future when that is developed in whole or in part.

Concept Plan (November 2020):

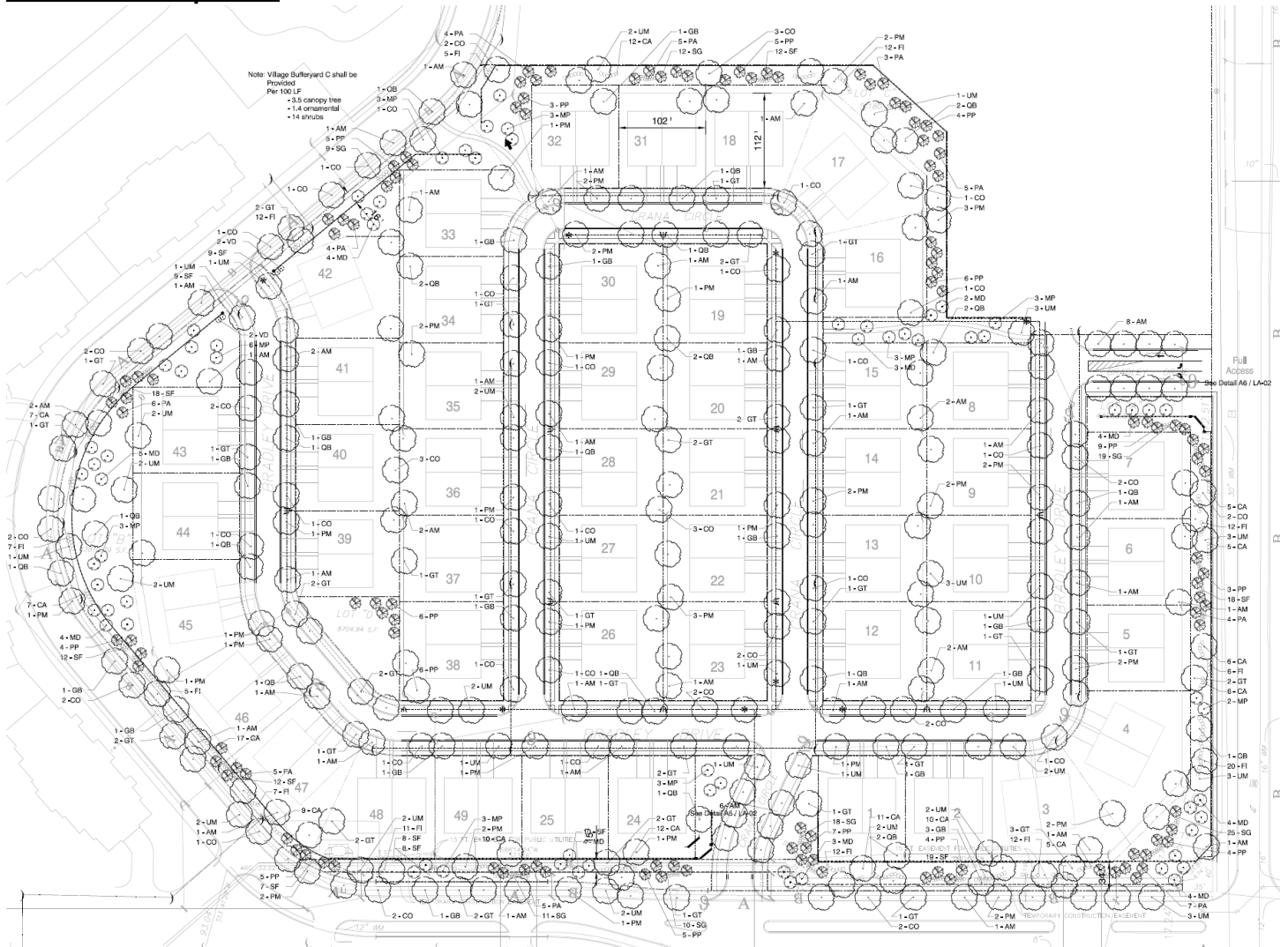


Any items that don't meet the Zoning Ordinance are considered "Exceptions" instead of Variations and are covered by the PUD approval. While it is not necessary to call out all Exceptions shown in the Plans, staff often outlines these so that the Commission and Village Board understand what flexibility is being given to the development through the PUD process. No specific exceptions were identified with the proposed plans. However, there may be some exceptions identified with final approval when all details are set.

A landscape buffer is proposed along the entire perimeter to serve as an additional buffer to adjacent uses (see below). This buffer ranges in depth from 15' at its narrowest to 30' at its widest. This is in addition to the 30 rear yard setback for the duplexes with frontage on Greenway Boulevard. The landscape buffer along the perimeter of the property meets the bufferyard requirement. Compared to the concept plan, this preliminary plan has more detail with regard to plantings. The canopy tree and parkway requirements are met and while there are some minor deficiencies with shrubs in some bufferyards, these are made up by a surplus of more substantial understory trees, which also can require less long-term care and maintenance. Landscaping was also not proposed around the sign. The requirement of 2 sq. ft. of landscaping for each 1 sq. ft. of sign face will need to be met. This would be approved with the final PUD approval or sign permit and will also result in additional shrubs. Staff believes the proposed plan is largely in compliance with the intent of the Landscape Ordinance and will be a benefit to the future residents of the subdivision.

[illegible]

Overall Landscape Plan



Landscape Analysis

BUFFERYARD REQUIREMENTS							
Bufferyard Location	Required Width	Proposed Width	Length	Required Plantings	Proposed Plantings	Deficit	Comments
North ("C" Bufferyard)	25'	25'+	1,050'	37 CT 15 US 147 SH	38 CT 37 US 63 SH	+1 CT +22 US -84 SH	
East ("C" Bufferyard)	25'	25'	595'	21 CT 9 US 84 SH	13 CT 34 US 90 SH	- +25 US +6 SH	
South ("B" Bufferyard)	20'	30' avg.	917'	22 CT 6 US 110 SH	22 CT 36 US 116 SH	- +30 US +6 SH	
West ("B" Bufferyard)	20'	15'	1,162'	28 CT 7 US 140 SH	28 CT 61 US 123 SH	- +54 US -17 SH	

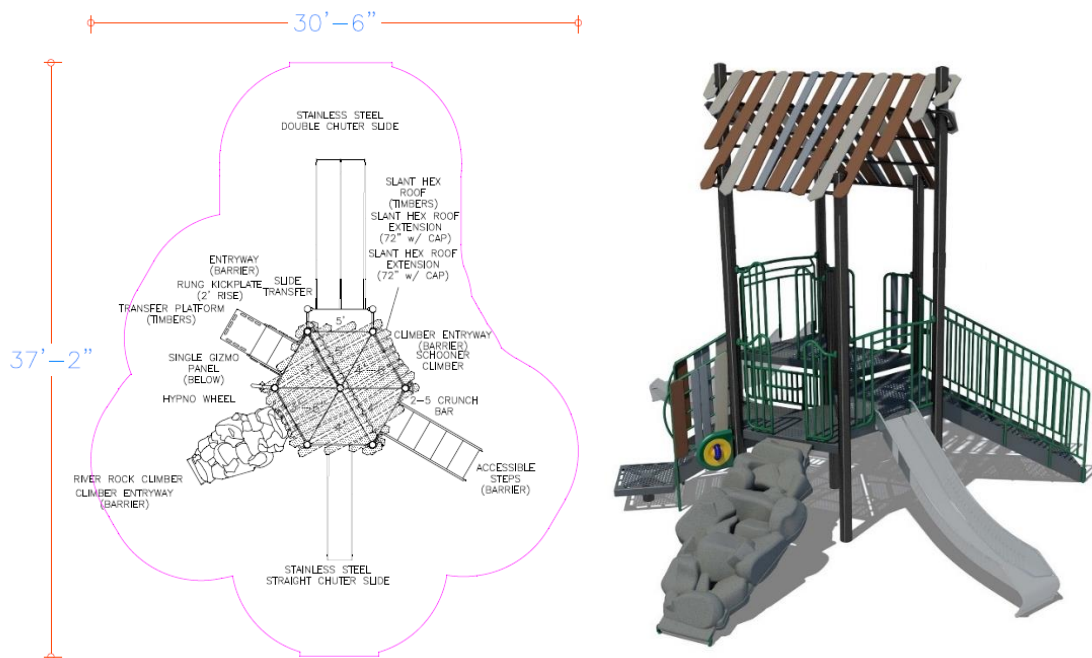
Please note the following abbreviations: CT = Canopy Tree, US = Understory Tree, SH = Shrub, T = Tree.

Fencing

The majority of the site will be enclosed with an open-style aluminum fence. However, the north property line will have a solid picket-style fence at the recommendation of staff. The solid fence will ensure adequate privacy for the residents that back up to the north property line. It will help to avoid any issues with light glare and noise when the commercially zoned property is eventually developed.

Tot Lot Park

Based on feedback from conceptual plan review and discussion with the Frankfort Square Park District, the developer has agreed to construct a tot lot park as part of the development that would be donated to the Frankfort Square Park District upon its completion. The park space will help offset the residential density being added with the conversion to residential. There is no age limit for the development, so the park will benefit both young families with children and older families with grandchildren. The specific design of the park site and equipment is subject to the Frankfort Square Park District approval but will be completed by the developer as part of the development. A similar “tot lot” playground design is shown below.



CIRCULATION

Access is limited to one point of access on Greenway Boulevard for the residential section and two points of access on Magnuson Lane—one for the residential area and one for the commercial area. Only one point of access is provided for 80th Avenue. Shared access to this point on 80th Avenue is indicated on the Plat of Subdivision. Earlier versions of the plan included four points of access on Greenway Blvd. Staff recommended this change to minimize traffic and congestion on Greenway Boulevard.

Full access is provided on 80th Avenue that serves both the commercial and residential areas. Staff encouraged the applicant to increase the commercial area slightly and “wrap” the corner with commercial uses, thereby allowing for full access on 80th Avenue. The land use designations in the commercial section are for illustration purposes only. Once a developer is identified for the commercial area, the plans will be finalized with an end-user in mind. The plan does however reflect requirements of the Urban Overlay District which attempts to limit parking fields to the side or rear of the building so that the architecture of the buildings will dominate the streetscape rather than parking lots. Approval of the commercial area provides direction to future planning as to the layout and access of this area.

An internal sidewalk system has been provided throughout the commercial and residential areas. Some refinement during site plan approvals will be necessary for the commercial area to ensure safe separation between pedestrian and vehicular traffic. Sidewalks along all street frontages (Magnuson Dr, Greenway Blvd, and 80th Ave) are proposed. The phasing of the plan will be clarified in the final PUD approval stage; however, they have agreed to complete the sidewalk along 191st Street with the residential development (as opposed to waiting for the commercial development to complete it).

ARCHITECTURE

Per the applicant, the design of this project is focused *“on the active adult market. To that end, all homes will have a bedroom on the first floor, and some may have secondary bedrooms on a partial second floor. The maintenance free focus for this lifestyle will include Association maintained landscape for the homes and yards, in addition to the Association common spaces.”* While it is age-targeted, there are no age limits, and maybe an attractive home for young families as well.

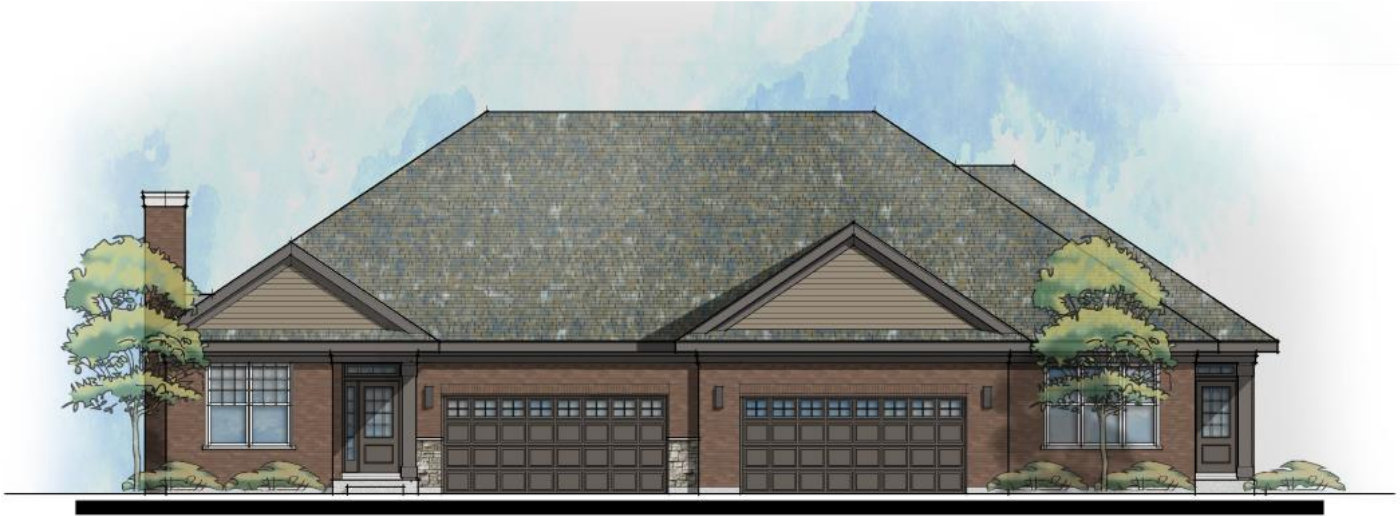
Architectural elevations were further defined and are traditional architectural product that is typical for Crana Homes style. While the architecture is purposefully similar in most attached single-family products (Townhomes and duplexes), there are multiple models and various exterior options to bring a unique appearance to each building. These options including varying brick color, siding color, roof lines, gables, and partial second floor options. With all of the available options, it will make for a unique look to the different buildings that avoids an overly monotonous and repetitive look. Below is an example of how some of the streetscapes might look with scaled setbacks between buildings. Additionally, the overall design of the subdivision leads to many curved roads and varying frontages, so there will not be long lines of buildings; further leading to an attractive streetscape and subdivision. At staff’s request, the petitioner did explore the possibility of side loaded garages to reduce the visibility of garage doors. Under the current design only about 4-5 units could be possible due to the roadway and site layouts. To implement side loaded garages would mean likely redesigning the site or the models, which is not feasible.

One issue staff has noted in past townhomes and duplex approvals are the desire for residents in the future to complete expansions of the structure, often by way of a “sunroom”. However, these “sunroom” additions are by definition a building addition and often lower the quality and appearance of the overall development due to their lower construction quality, materials, and durability. The current proposal would not permit any sunroom or other building additions. This would be a requirement of the CC&Rs but also the PUD regulations. Any future change to that would need to go back through a special use/deviation process.

Streetscape Example

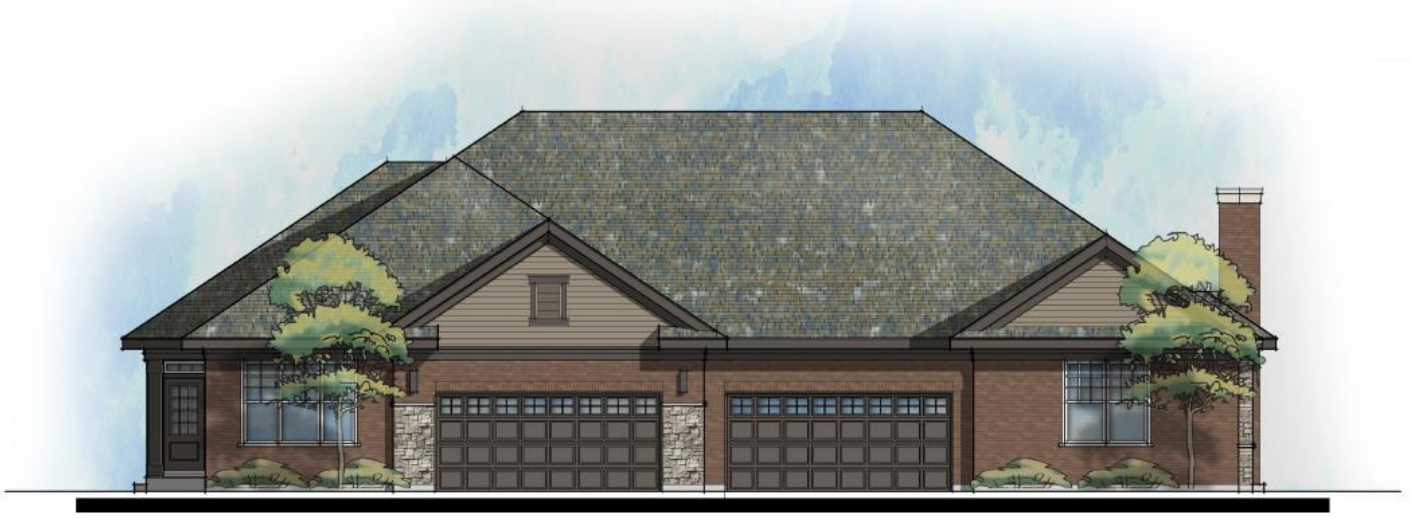


Elevation Options Examples



Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B1 Front Elevation

Unit C Front Elevation



Unit C Front Elevation
w/ Opt 2nd Flr.

Unit A Front Elevation

Materials

The proposed building materials used include stone at the base and red or brown brick for the majority of the structure. Brick and stone are proposed to be on all sides of the first floor, in compliance with the Zoning Ordinance's masonry requirements. Hardie Board (fiber cement siding) is used for the trim, dormers, and limited second floor siding elements. Hardie Board is a name brand fiber cement board product that is typically higher quality and more durable than vinyl siding. These proposed materials are required to be used as part of the PUD Ordinance and any changes in materials type requires revisions to the PUD.

Light Scheme Package



HardiePlank Lap Siding
Cobble Stone, Smooth



HardieBoard Trim
Monterey Taupe



Clopay - Classic Steel Garage Door
Sandstone Woodgrain

Dark Scheme Package



HardiePlank Lap Siding
Monterey Taupe, Smooth



HardieBoard Trim
Aged Pewter



Clopay - Classic Steel Garage Door
Bronze Woodgrain

Brick Selections



Brampton Brick
Morgan



Glen-Gery
Windsor

Universal Materials



Certainteed - Landmark Pro Asphalt Shingles
Max Def Weathered Wood



Halquist Stone
Biltmore



Illinois Brick Company
Indiana Limestone - Standard Buff

SIGNAGE

Two single-sided subdivision entry signs are proposed for the residential development. One at the entrance off of 80th Avenue and a second along Greenway Blvd. The signs are 6-foot-high with brick and fencing matching the rest of the development. The overall brick portion of the sign is approximately 108 sq. ft. but the signage portion for the subdivision is only 24 sq. ft. The design meets the zoning allowances for residential subdivision signs. These signs will be placed in outlots and maintained by the Homeowner's Association (HOA) after completion of the project.



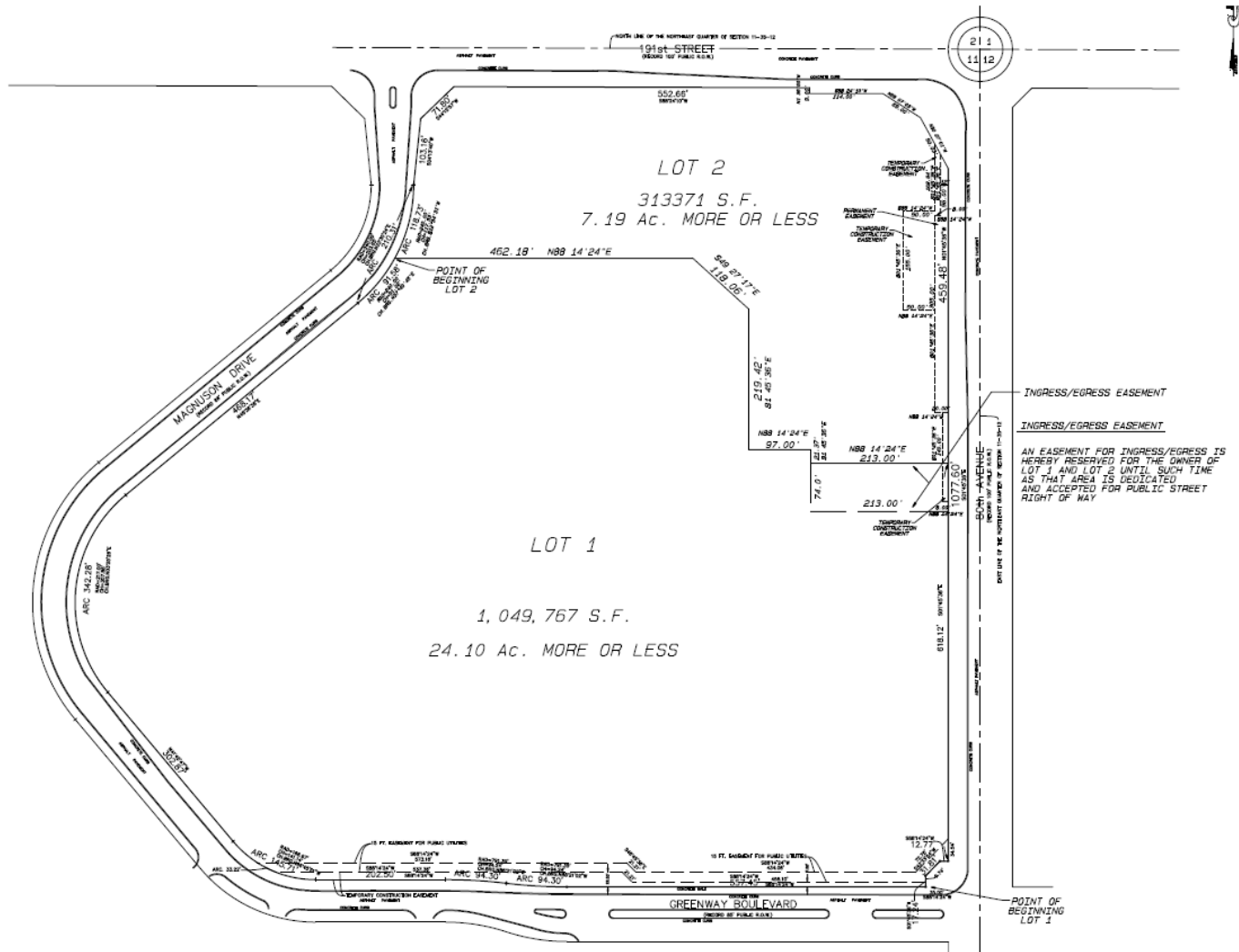
Two existing monument signs are also located at the northwest and southwest corners of Greenway Blvd and 80th Avenue for the larger Brookside Glen area. The signs are not part of the proposed development but the new signs were designed to complement the style of the existing Brookside Glen signs.



PLAT APPROVALS

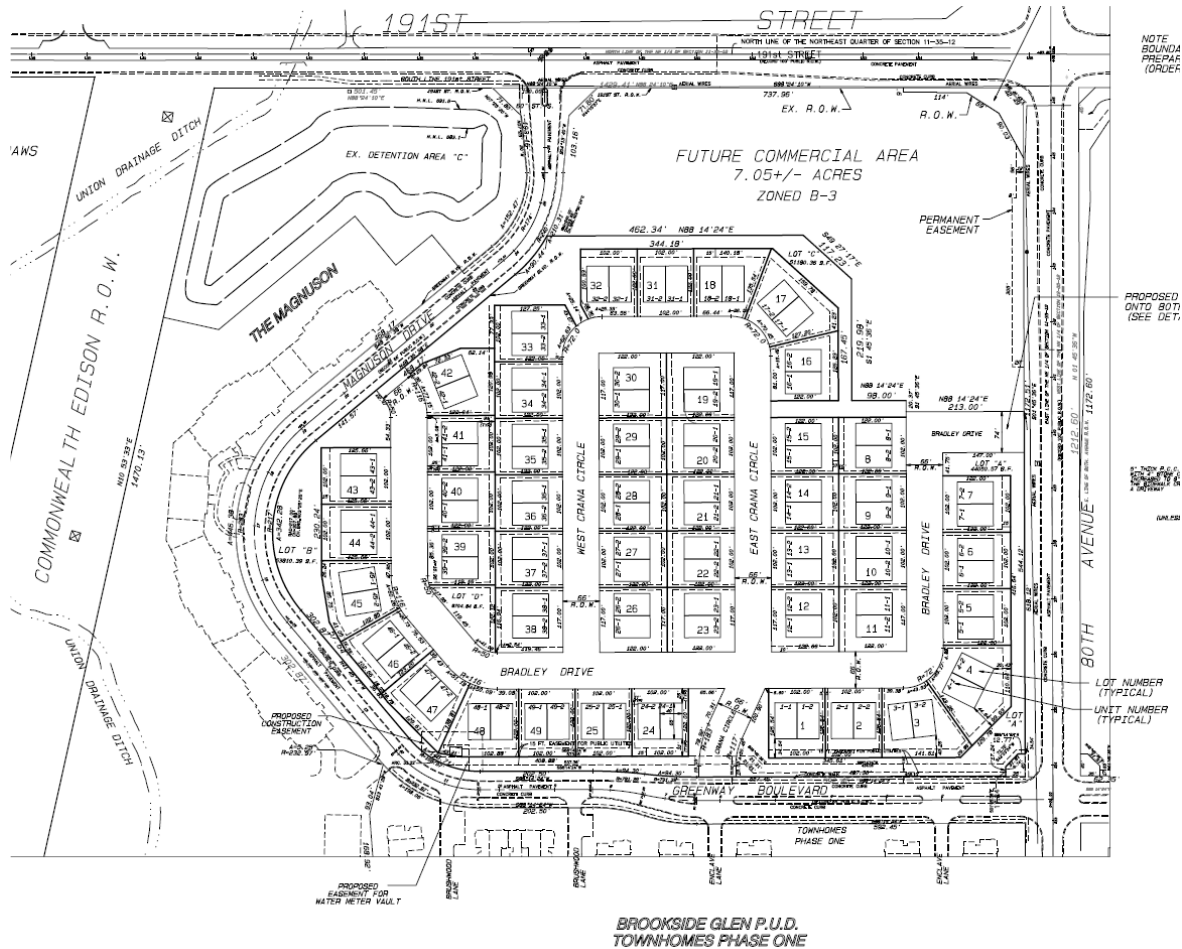
Final Plat of Subdivision (2 Lots)

The purpose of the first plat is to break the existing single lot into two lots that would allow for two separate zoning districts and developments to occur. The division is rather simple and will be final, meaning if the proposed development didn't move forward, they could each be sold off separately and will keep the underlying zoning district being requested. However, the proposed lots are developable on their own based on the concept plans. A cross-access easement was required with this subdivision due to the need to share an access point on 80th Avenue, and the importance of that access point to each lot's future.



Preliminary Plat of Subdivision (Residential)

Unlike the Final Plat, the Preliminary Plat does not formally create any lots of record. However, this plat shows likely dimensions of the proposed residential lots and outlots and gives the developer the right to move forward with the subdivision. The final plat will need to be in substantial conformance with this preliminary plat but requires additional information like signature blocks, exact property lines, and easement locations. A preliminary plat stops short of being final because final engineering usually has not been completed and minor changes may still be required. The Petitioner will return for Final Plat and PUD approval once final engineering has been completed.



Workshop Review

Plan Commission reviewed the plans and was largely supportive of the proposed development. The housing styles, quality and overall development design were complimented. It was noted as a positive that resident feedback was heard and the public “tot lot” park was added to the development. Questions included specifics about the roadway access point locations and walkways that were answered to the Commission’s satisfaction.

STANDARDS FOR REZONING APPROVAL

The Zoning Code does not establish any specific criteria that must be met in order for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following “LaSalle Standards” have been supplied for the Commission to consider. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

- a. The existing uses and zoning of nearby property;
 - The R-5 zoning is consistent with neighboring residential uses in the area and creates a transition to the business district.
- b. The extent to which property values are diminished by the particular zoning;
 - The zoning change is not anticipated to lower any property values.
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - No property value reductions or complaining parties have been identified.
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - The development includes new housing and a housing type not currently available in Tinley Park that will benefit the public along with additional property tax not generated by vacant land.
- e. The suitability of the property for the zoned purpose;
 - The property has sufficient roadways, utilities, and location for residential uses.
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - The property is one of the few remaining vacant parcels in the Brookside Glen PUD. The lot has remained vacant and had little interest as a commercial development for over 30 years. The most attractive and developable commercial frontage along 191st St and 80th Ave will remain as B-3 zoning.
- g. The public need for the proposed use; and
 - There is a strong demand for additional housing in the area and single-story duplex housing specifically has not been constructed in many years. The housing is attractive to seniors, empty-nesters, and young families.
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - The area was originally planned for a large “big-box” commercial area as part of the Brookside Glen PUD. However, as with large PUDs, changes in the market trends can result in changes to the PUD master plan.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - There is no danger to the public with additional duplex housing proposed.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - Residential housing surrounds the development. A residential development is less intense than the originally planned “big box” commercial development.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - The remaining land has been planned in concept for reasonably expected commercial uses. The commercial and residential developments have been planned together.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - There is adequate roadways, utilities, and drainage existing around the site and proposed throughout in the new development.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
 - The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides very little.

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Specific findings are not provided as these are already specific criteria that must be met for the Plan Commission to recommend approval to the Village Board.

- a. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village.
- b. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- d. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development.
- g. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained.
- h. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development.
- i. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- j. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

STANDARDS FOR SITE PLAN & ARCHITECTURAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with “Building Articulation” (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it’s the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.

- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. **Building/parking location:** Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. **Loading Areas:** Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. **Outdoor Storage:** Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. **Interior Circulation:** Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. **Pedestrian Access:** Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

Motion 1 (Map Amendment/Rezoning):

"...make a motion to recommend that the Village Board grant the Petitioner, Frank Bradley on behalf of Crana Homes, a Map Amendment (rezoning) of the Lot 1 of the Brookside Glen Villas Subdivision at 8001 191st Street (on the southwest corner of 191st St and 80th Ave) from the existing B-3 (General Business & Commercial) zoning district to the R-5 (Low-Density Residential) zoning district in the Brookside Glen Planned Unit Development, and adopt the Findings of Fact as proposed in the October 21, 2021 Staff Report."

Motion 2 (Special Use for a Preliminary Substantial Deviation PUD):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Frank Bradley on behalf of Crana Homes, for Preliminary Approval of a Substantial Deviation to the Brookside Glen Planned Unit Development for the property located at 8001 191st Street (on the southwest corner of 191st St and 80th Ave), to be zoned R-5 (Low-Density Residential) and developed with 98 single-family semi-detached duplex units, in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the October 21, 2021 Staff Report."

Motion 3 (Preliminary PUD Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Preliminary PUD Plat Approval for Brookside Glen Villas Resubdivision (dated July 21, 2021) in accordance with the Preliminary Plat submitted and listed herein, subject to the condition that the Plat approval is subject to approval by the Village Engineer and Village Attorney."

Motion 4 (Final Plat of Subdivision):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Final Plat of Subdivision Approval for Brookside Glen Villas Subdivision in accordance with the Final Plat (dated September 30, 2021) submitted and listed herein, subject to the condition that the Final Plat approval is subject to Final approval by the Village Engineer and Village Attorney."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey	G & B	12.3.2019
	Preliminary Final Site Plan and Site Data	HKM	7.27.21
	Preliminary Improvement (Engineering) Plans and Preliminary Plat	BVA	7.21.21
	Preliminary Landscape Plan	HKM	9.3.21
	Final Plat of Subdivision	G&B	9.30.21
	Auto-turn Templates	BVA	
	Monument Sign Elevation	HKM	7.27.21
	Brookside – Sales Center Site Plan	HKM	7.27.21
	Elevations and Streetscape Examples	HKM	7.27.21
	Material Board	HKM	7.27.21
	Aluminum Fence and Light Specifications	Crana	
	Preliminary Declaration of Covenants for Brookside Glen Villas	Crana	N/A

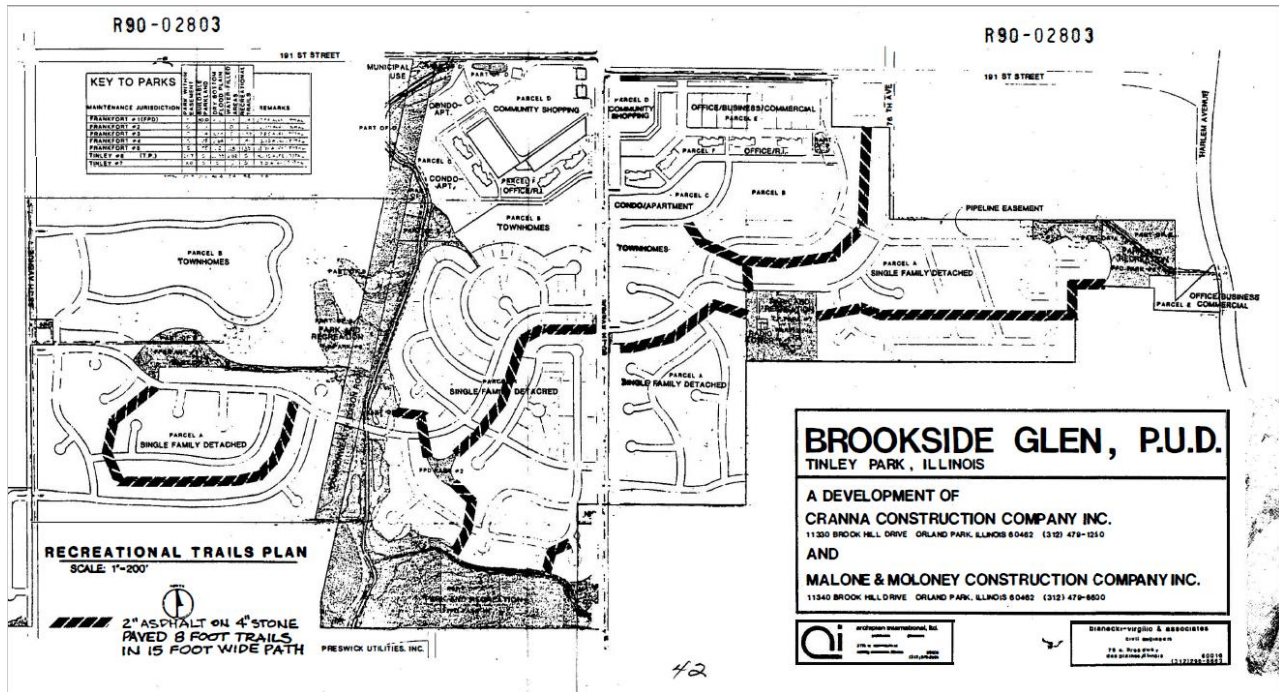
BVA = Branecki-Virgilio & Associates (Civil Engineer)

HKM = HKM Architects + Planners, Inc

G & B = Gremley & Biedermann Surveyors

Exhibit A - Brookside Glen PUD Timeline

- **1989:** A Pre-Annexation Agreement was adopted as Ordinance 89-O-052.
- **1990:** The Annexation Agreement (Resolution 90-R-002) was adopted on January 11, 1990. This agreement also accounted for the Special Use Permit for the Brookside Glen Planned Unit Development. Below is Exhibit C from the Annexation Agreement denoted approved landuses.



The Brookside Glen property was officially annexed under Ordinance 90-O-004 and Ordinance 90-O-005. The first amendment to the Brookside Glen Annexation Agreement was adopted on February 6, 1990 (90-R-004).

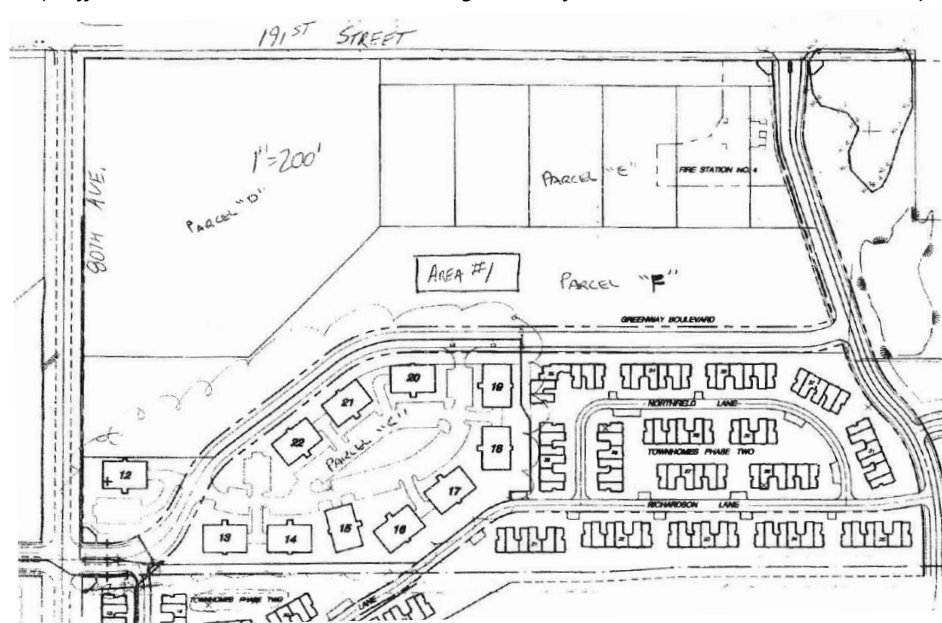
Ordinance 90-O-008 was adopted on February 27, 1990 (although the ordinance itself incorrectly states the adoption year as 1989). This ordinance annexed the Brookside Glen property again due to concerns with proper notice for the annexation. Ordinance 90-O-009 officially rezoned the Brookside Glen property following annexation.

- **1994:** Amendment to the Brookside Glen Annexation Agreement was approved on October 25, 1994 as Resolution 94-R-030 (labeled in error as 94-O-030). This amendment included changes to some of the standards for the single-family residential lots, updated fees, discussed requirements for dedication of public streets and sidewalks, and discussed water mains and sanitary sewers.
- **1998:** A parcel is annexed and added to the Brookside Glen PUD per Ordinance 98-O-018 and Ordinance 98-O-019 on March 17, 1998. A 200' x 209' parcel was annexed and added to the Brookside Glen PUD. The parcel was not available in 1990 when the original PUD was approved. The property that was annexed is located near approximately 19501 88th Avenue (currently this is approximately Brookside Glen Drive and 88th Avenue).
- **1999:** Staff notes that the November 4, 1999 Plan Commission meeting minutes indicate that the New Lenox Pumping Station was considered for a Special Use Permit.
- **2000:** A Substantial Deviation to the original Brookside Glen Planned Unit Development was approved on February 15, 2000 as Ordinance 2000-O-006. This Substantial Deviation amended the acreage and dwelling units

for single-family, townhomes, and condominiums. The allowable acreage of condominiums increased from 21.5 acres to 27 acres and the allowable number of dwelling units increased from 258 to 352 dwelling units. The Ordinance also allowed for an increase in the allowable building height for the condominium buildings (from three stories to four stories with underground parking). The Substantial Deviation was considered at the Plan Commission meetings on 4/15/1999, 5/6/1999, 8/5/1999 and 9/16/1999 and the Village Board meetings on 9/7/1999, 9/21/1999, 1/4/2000, 1/18/2000, 2/1/2000, and 2/15/2000. It appears this is when Greenway Boulevard alignment was changed.



Excerpt from the Site Plan for the Southwest Corner of 191st Street and 80th Avenue
(Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)



Excerpt from the Site Plan for the Southeast Corner of 191st Street and 80th Avenue
(Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)

- **2016:** Karli Mayher submits an application (“The Residences at Brookside Glen”) on July 5, 2016 for two (2) four-story, one hundred, forty-four (144) unit multi-family apartment buildings, with surface parking and parking in garages at the rear of the site and an accompanying clubhouse building. On July 11, 2017 Village Board concurred with the Plan Commission’s recommendation to deny the project.
- **2017:** Karlie Mayher submits revised plans on October 2, 2017. These plans include four (4) multi-family residential structures with thirty-six (36) dwelling units per building for a total of 144 dwelling units. Village Board approved December 5, 2017.
- **November 2020:** Conceptual Approval given to proceed with a rezoning and Deviation for the subject site to be rezoned to allow for semi-detached duplexes at the Southwest corner near the intersection of 191st Street and 80th Avenue. The 31-acre site will keep commercial zoning on around 7.2 acres along 191st Street and 80th Avenue. No entitlement or rezoning given but met with general support by the Plan Commission and Village Board.

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☐ Special Use for: _____
- ☐ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☐ Deviation
- ☐ Variation ☐ Residential ☐ Commercial for _____
- ☐ Annexation
- ☐ Rezoning (Map Amendment) From _____ to _____
- ☒ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☒ Final
- ☐ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

Project Name: Brookside Glen Villas

Project Description: Proposed 49 Lot, 98 Home Duplex Development

Project Address: near SW cnr 191st St. and 80th Ave. Property Index No. (PIN): 19-09-11-200-017-0000

Zoning District: R-5 Lot Dimensions & Area: see Plat of Survey

Estimated Project Cost: \$ _____

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Crana Homes, Inc. Company: Crana Homes, Inc.

Street Address: 8449 West 191st Street City, State & Zip: Mokena, IL 60448

E-Mail Address: _____ Phone Number: _____

APPLICANT INFORMATION

☒ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: _____ Company: _____

Relation To Project: _____

Street Address: _____ City, State & Zip: _____

E-Mail Address: _____ Phone Number: _____

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

MARK KURENSKY, HAKM ARCHITECTS PLANNERS, INC
I hereby authorize _____ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature:

Property Owner Name (Print):

TED VIRGILIO, BRANECKI VIRGILIO & ASSOC, INC
CONSULTING
CIVIL ENGINEERS

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:

Property Owner Name (Print):

Frank Bradley

Applicant Signature:
(If other than Owner)

Applicant's Name (Print):

Date:

June 12, 2023

BROOKSIDE GLEN VILLAS

**Phase One
TINLEY PARK, ILLINOIS**

PROJECT NARRATIVE

Crana Homes, Inc. is proposing to construct 49 Duplex Buildings (containing 98 Single Family Homes) on the property south of 191st Street, west of 80th Avenue, and north and east of Greenway Boulevard (near the southwest corner of 191st Street and 80th Avenue) in the Village of Tinley Park, IL

The site of the project is approximately 31.3 acres. As part of the Preliminary Plan approval process, the southern portion of the site was rezoned to R-5 and the northern portion of the site remained zoned B-3.

A plat of subdivision was prepared to divide the parcel into 2 Lots for rezoning purposes.

Lot 1 (zoned R-5) contains approximately 24.1 acres and Lot 2 (zoned B-3) contains approximately 7.2 acres. This plat of subdivision was recorded as Document No. R-2022-08793 in Will County, IL.

As approved during the Preliminary Plan Phase of the project, Lot 1 is proposed to have 49 duplex buildings containing 98 duplex units.

The project is proposed to be developed in phases. Phase One is proposed to have 23 duplex buildings containing 46 duplex units. Buildings 1 through 23 shall comprise Phase One (the eastern portion of Lot 1).

Final Engineering Plans have been prepared for the entire project and are currently being reviewed by the Village Engineer. Illinois Environmental Protection Agency (IEPA) sewer, water and erosion control (NOI) permits for Phase One have been issued.

A plat of subdivision for all of Lot 1 has been submitted to the Village for review and approval.

An Engineer's Estimate for Phase One and Phase Two Public Improvements will be prepared once final engineering has been approved and will be submitted to the Village Engineer to be used as a basis for determining the required Letter of Credit amount for Phase One construction.

STANDARDS AND CRITERIA FOR A SPECIAL USE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record, will be discussed in detail during the public meetings and will be provided to any interested party requesting a copy. Please provide factual evidence that the proposed Special Use meets the statements below. If additional space is required, you may provide the responses on a separate document or page.

- A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.**

SEE SEPARATE ATTACHMENT FOR RESPONSES

- B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

- F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

STANDARDS AND CRITERIA FOR A SPECIAL USE

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

The proposed residential and neighborhood commercial uses are types of land uses that are currently found throughout the community and will support and enhance, not endanger, the public health, safety and general welfare.

B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

There is existing residential to the south and west which will benefit from the proposed residential adjacent to them.

C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The development of this parcel will continue the orderly development of residential uses from the south and west, and completes the development up to the natural boundaries of 191st St. and 80th Ave.

D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

The necessary utilities were installed and located adjacent to this parcel as part of the overall 800 acre PUD.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The proposed road layout uses Greenway Blvd as the primary access to utilize the existing intersections of Greenway Blvd./191st St. and Greenway Blvd./80th Ave. An additional access off of 80th Ave. is provided to support the commercial use.

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

The proposed residential and neighborhood commercial uses are intended to comply with the respective underlying districts.

G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The improvement of this long vacant parcel will contribute to the economic development by providing neighborhood commercial uses as well as active adult focused residential.

Owner: Marquette Bank
9533 West 143rd Street
Orland Park, IL 60462

Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN WILL COUNTY, ILLINOIS.

R2022087973
KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
12/20/2022 12:08:59 PM
REC FEE: \$8.00
IL RENTAL HSNIG: 9.00
PAGES: 6
MSB

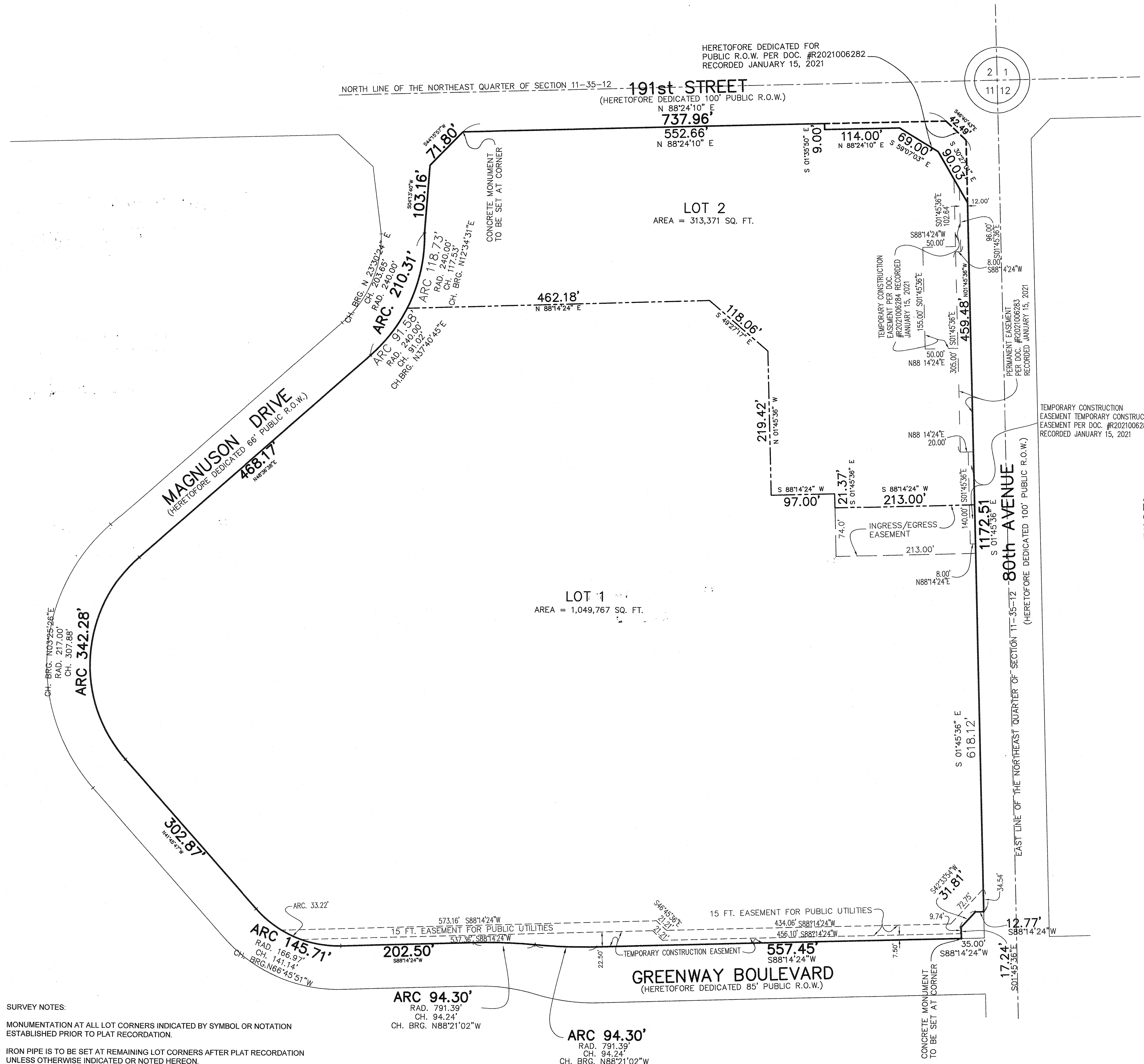
GRAPHIC SCALE



(IN FEET)
1" = 80'

COPY

ASSUMED



INGRESS/EGRESS EASEMENT
AN EASEMENT FOR INGRESS/EGRESS
IS HEREBY RESERVED FOR THE
OWNER OF LOT 1 AND LOT 2 UNTIL
SUCH TIME AS THAT AREA IS
DEDICATED AND ACCEPTED FOR
PUBLIC STREET RIGHT OF WAY

SURVEY NOTES:

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION
ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION
UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

ORDERED BY: CRANA HOMES INC	CHECKED: DRAWN: BB
ADDRESS: BROOKSIDE GLEN P.U.D. WEST COMMERCIAL AREA	
GREMLEY & BIEDERMANN	
PLCS, CORPORATION	
LICENSE NO. 06-00532	
PROFESSIONAL LAND SURVEYOR	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630	
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2021-29306-001	DATE: SEPTEMBER 30, 2021
SCALE: 1 INCH = 80 FEET	PAGE NO. 1 OF 2

Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN WILL COUNTY, ILLINOIS.

VILLAGE OF TINLEY PARK BOARD OF TRUSTEES CERTIFICATE

State of Illinois)
County of Cook)ss

Approved by the President and Board of Trustees of the Village Of Tinley Park, Illinois, This
16th Day of November A.D. 20 21

By: Michael W. Stoy
Village President

Attest: Nancy O'Connor
Village Clerk



VILLAGE OF TINLEY PARK PLAN COMMISSION CERTIFICATE

State of Illinois)
County of Cook)ss

Approved by the Plan Commission of the Village of Tinley Park, Illinois at a meeting held this
21st Day of October A.D. 20 21

By: Laurel A. Stoy
Chairman

Attest: Laurel A. Stoy
Secretary

VILLAGE OF TINLEY PARK VILLAGE COLLECTOR CERTIFICATE

State of Illinois)
County of Cook)ss

I find no deferred installments of outstanding unpaid special assessments due against any of the land included in
the above plat.

Dated: December 12 A.D. 20 22

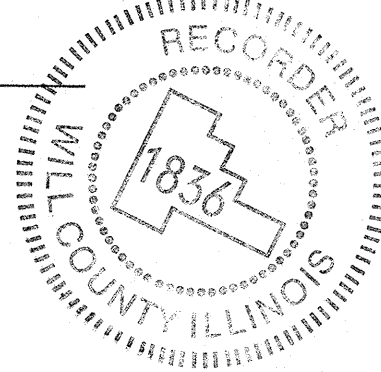
Harsh Sin
Village Collector
Village of Tinley Park, Illinois

COUNTY RECORDER CERTIFICATE

State of Illinois)
County of Will)ss

This instrument number 2022081973 was filed for record in the recorders office of Will County aforesaid
on the 20th day of December A.D. 20 22 at 12:08pm
o'clock M. and recorded in Book 113W+86 of plats, on page 1

Karen A. Stalder
Will County Recorder



COUNTY CLERK CERTIFICATE

State of Illinois)
County of Will)ss

This is to certify that I find no delinquent or unpaid current taxes or special assessments against any of the real
estate described in the foregoing certificates. Dated this 5th day of
December A.D. 20 22

Lauren Staley Perry
Will County Clerk



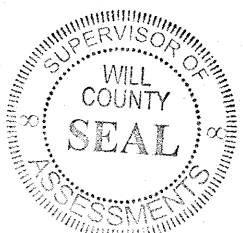
TAX MAPPING CERTIFICATE

State of Illinois)
County of Will)ss

I, Dale D Butalla, Director of the Tax Mapping and Platting Office, do hereby certify that I have
checked the property description on this plat against available county records and find said description to be true
and correct. The property herein described is located in Tax Map 113W+86 and identified as permanent
real estate
tax index number
(PIN) 19-09-11-200-017-0000

Dated this 5th day of December A.D. 20 22

Dale D Butalla
Director



OWNER CERTIFICATE

State of Illinois)
County of Cook)ss

The undersigned, as Trustee under Trust Agreement Marquette Bank Trust # 15084 and bearing date
14/2000 and under deed in trust bearing date 2/8/2021
and recorded in the Recorder's Office of Will County, Illinois, on 3/10/2021 as document
R2021027352 does hereby certify that it is as such trustee, the owner of the property
described hereon and that as such owner has caused the said property to be surveyed and subdivided as shown
on the plat hereon drawn. Dated this 5th day of December A.D.
20 22

Marquette Bank

as trustee, as aforesaid, and not personally

This instrument is executed by the Marquette Bank,
not personally, but only as Trustee, and no personal
liability is assumed by or shall be enforced against
said Marquette Bank because of or on account of,
the making of this instrument.

By: Joyce A. Madsen
Assistant Vice President Trust Officer Joyce A. Madsen

Attest: Brenda Rieckert
Assistant Secretary Brenda Rieckert

9533 W. 143RD ST
ORLAND PARK, IL 60462

State of Illinois)
County of Cook)ss

I, Venessa M. Villanova, a Notary Public in and for the county in the state
aforesaid, do hereby certify that Joyce A. Madsen Assistant Vice President Trust Officer President
of Marquette Bank and Brenda Rieckert Assistant Secretary Secretary
of said Marquette Bank, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Assistant Vice President Trust Officer
Assistant Secretary Secretary 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 Marquette Bank for the uses and purposes therein set forth, and the said Assistant Secretary
Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said
Marquette Bank did affix the said corporate seal of said Marquette Bank to said instrument as
his (or her) own free and voluntary act and as the free and voluntary act of said Marquette Bank for the
uses and purposes therein set forth. Given under my hand and notarial seal this 5th day of
December A.D. 20 22

Venessa M. Villanova
Notary Public



VILLAGE ENGINEER CERTIFICATE

State of Illinois)
County of Cook)ss

Approved by the Village Engineer of the Village of Tinley Park, Illinois, this 13th Day

of DECEMBER A.D. 20 22

By: Harsh Sin
Village Engineer

SURVEYORS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK)SS

I, ROBERT G. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY
CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:
IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH LINE OF GREENWAY BOULEVARD AND WEST LINE OF
80TH AVENUE THENCE SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST ALONG
SAID NORTH LINE 35.00 FEET TO THE POINT OF BEGINNING; THE NEXT 11 COURSES
BEING ALONG THE NORTH AND EAST LINES OF GREENWAY BOULEVARD AFORESAID;
THENCE CONTINUING SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST 557.45
FEET; THENCE 94.30 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 791.39
FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 88 DEGREES 21
MINUTES 02 SECONDS WEST A DISTANCE OF 94.24 FEET; THENCE 94.30 FEET ALONG
THE ARC OF A CIRCLE HAVING A RADIUS OF 791.39 FEET CONCAVE SOUTHERLY AND
WHOSE CHORD BEARS NORTH 88 DEGREES 21 MINUTES 02 SECONDS WEST A
DISTANCE OF 94.24 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 24 SECONDS
WEST 202.50 FEET; THENCE 145.71 FEET ALONG THE ARC OF A CIRCLE HAVING A
RADIUS OF 168.97 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS
NORTH 88 DEGREES 45 MINUTES 51 SECONDS WEST A DISTANCE OF 141.14 FEET;
THENCE NORTH 41 DEGREES 45 MINUTES 47 SECONDS WEST 302.87 FEET; THENCE
342.28 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 217.00 FEET
CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 03 DEGREES 25 MINUTES 26
SECONDS EAST A DISTANCE OF 307.88 FEET; THENCE NORTH 48 DEGREES 36
MINUTES 38 SECONDS EAST 468.17 FEET; THENCE 210.31 FEET ALONG THE ARC OF A
CIRCLE HAVING A RADIUS OF 240.00 FEET CONCAVE NORTHWESTERLY AND WHOSE
CHORD BEARS NORTH 23 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF
203.65 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 40 SECONDS EAST 103.16 FEET;
THENCE NORTH 44 DEGREES 15 MINUTES 57 SECONDS WEST 71.80 FEET TO A POINT
ON THE SOUTH LINE OF 191ST STREET; THENCE NORTH 88 DEGREES 24 MINUTES 10
SECONDS EAST, ALONG THE SOUTH LINE OF 191ST STREET 737.96 FEET; THENCE
SOUTH 48 DEGREES 40 MINUTES 43 SECONDS EAST 42.49 FEET TO A POINT ON THE
WEST LINE OF 80TH AVENUE; THENCE SOUTH 01 DEGREES 45 MINUTES 36 SECONDS
EAST ALONG THE WEST LINE OF 80TH AVENUE 1172.51 FEET; THENCE SOUTH 88
DEGREES 14 MINUTES 24 SECONDS WEST 12.77 FEET; THENCE SOUTH 42 DEGREES 33
MINUTES 54 SECONDS WEST 31.81 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 36
SECONDS EAST 17.24 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN
FOR STREET PER DOC. #R2021006282 RECORDED JANUARY 15, 2021, IN WILL COUNTY,
ILLINOIS.

CONTAINING 1,363,138 SQUARE FEET OR 31.29 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN
THE CORPORATE LIMITS OF THE TINLEY PARK, WILL COUNTY, ILLINOIS, WHICH HAS
ADOPTED A PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY
DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN ZONE X ON THE FLOOD
INSURANCE RATE MAP, WILL COUNTY, ILLINOIS, COMMUNITY PANEL NO. 17197C 0212
G, MAP REVISED FEBRUARY 15, 2019 AND PANEL NO. 17197C 0216 G, MAP REVISED
FEBRUARY 15, 2019

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE
CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 3, 2019.

SIGNED ON NOVEMBER 29, 2022.

By: Robert G. Biedermann
ROBERT G. BIEDERMANN



PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
MY LICENSE EXPIRES NOVEMBER 30, 2024

ORDERED BY: CRANA HOMES INC	CHECKED: DRAWN: 88
ADDRESS: BROOKSIDE GLEN P.U.D. WEST COMMERCIAL AREA	
GREMLEY & BIEDERMANN	
PLCS, CORPORATION	
LICENSE NO. 064-00532	
PROFESSIONAL LAND SURVEYORS	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630	
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2021-29306-001	PAGE NO. 2 OF 2
DATE: SEPTEMBER 30, 2021	
SCALE: 1 INCH = 80 FEET	



Site Data

General		
Site Area		± 31.12 ac.
Commercial	23%	± 7.05 ac.
Residential	77%	± 24.07 ac.
Passive Open Space		± 3.6 ac.

Commercial		
Site Area		± 7.05 ac.
Gross Bldg. SF		± 37,000 sf
Parking		± 227
- Ratio		6.1

Residential		
98 Units		
Site Area		± 24.07 ac.
Density		4.1 units/ac.
R-5 Duplex Lot (Traditional)	49 Lots	
- Front Yard		25'
- Side Yard		10'
- Rear Yard		30'

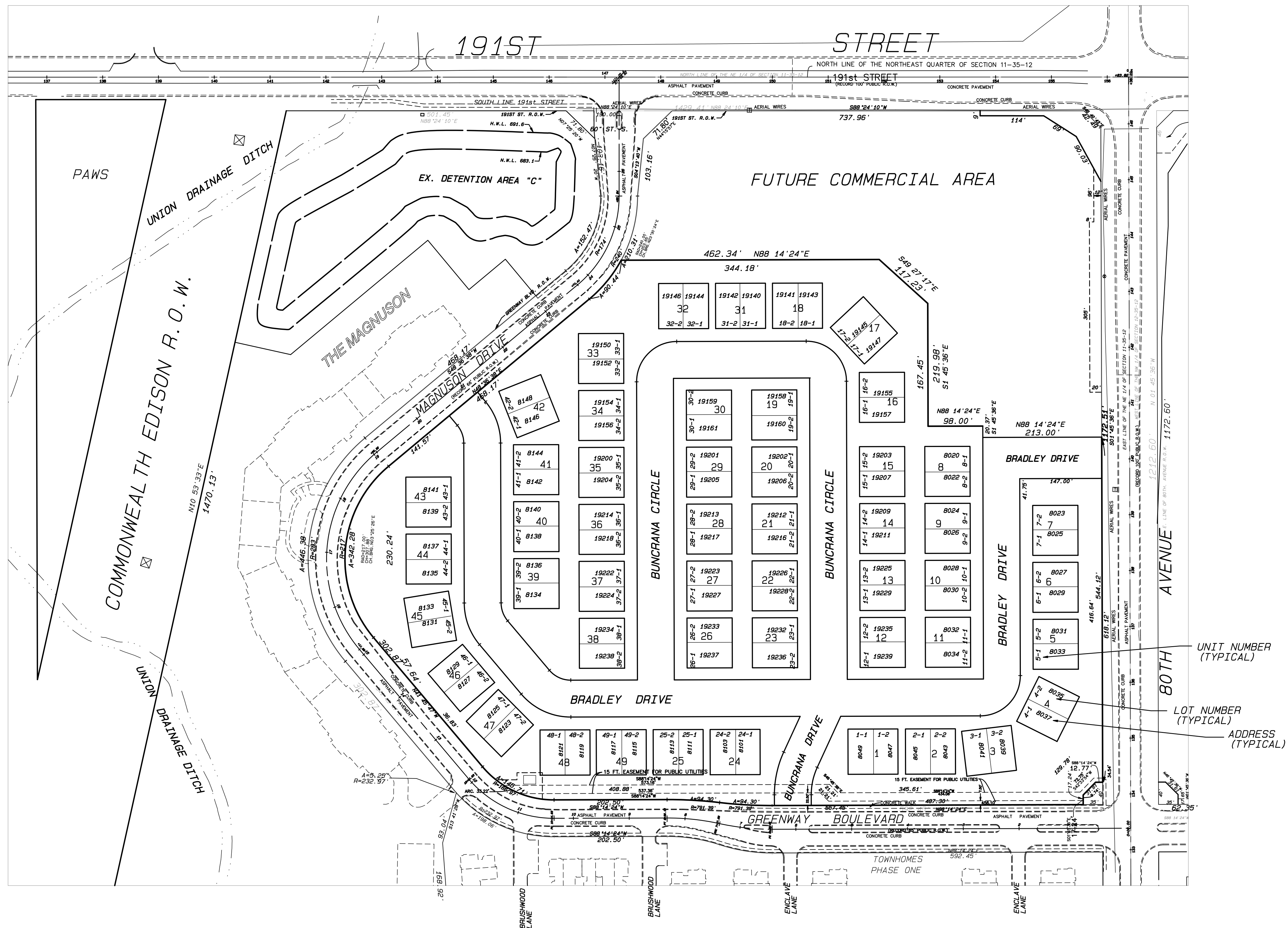
R-5 Duplex Lot (bldg pad lot)		
49 Lots		
- Front Yard	2'	23' 25'
- Side Yard	4'	12.5'/2=6.25' 10'
- Rear Yard	13'	36'/2=18' 30'

Note: the 'bldg pad lot' dimensions create the same setbacks as the 'traditional' lot layout.

Typical Residential Lot		
49 Lots		
Lot Area (Traditional)		12,444 sf
Building Area	± 3,600 - 4,800 sf	
FAR	± .29 - .38	
Lot Coverage	± .37 - .40	
Bldg Height (to Mean Height)	20'-6"	
Greenspace	± 47-50%	



TINLEY PARK, WILL COUNTY, ILLINOIS



ADDRESS MAP

SCALE: 1" = 100'	REVISIONS		
DRAWN BY:	JAN. 17, 2023		
DATE: DEC. 16, 2022			
FILE NUMBER			
993 AM			
	SHEET 1 OF 1		

IMPROVEMENT PLANS

FOR

BROOKSIDE GLEN VILLAS

LEGAL DESCRIPTION

A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 11,
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN WILL COUNTY, ILLINOIS.

TINLEY PARK, WILL COUNTY, ILLINOIS

NOTE: SEE SEPARATE SET OF PROJECT SPECIFICATIONS
FOR ADDITIONAL REQUIREMENTS

PRIOR TO ANY CONSTRUCTION
CALL
J.U.L.I.E.
TOLL FREE
1-800-892-0123

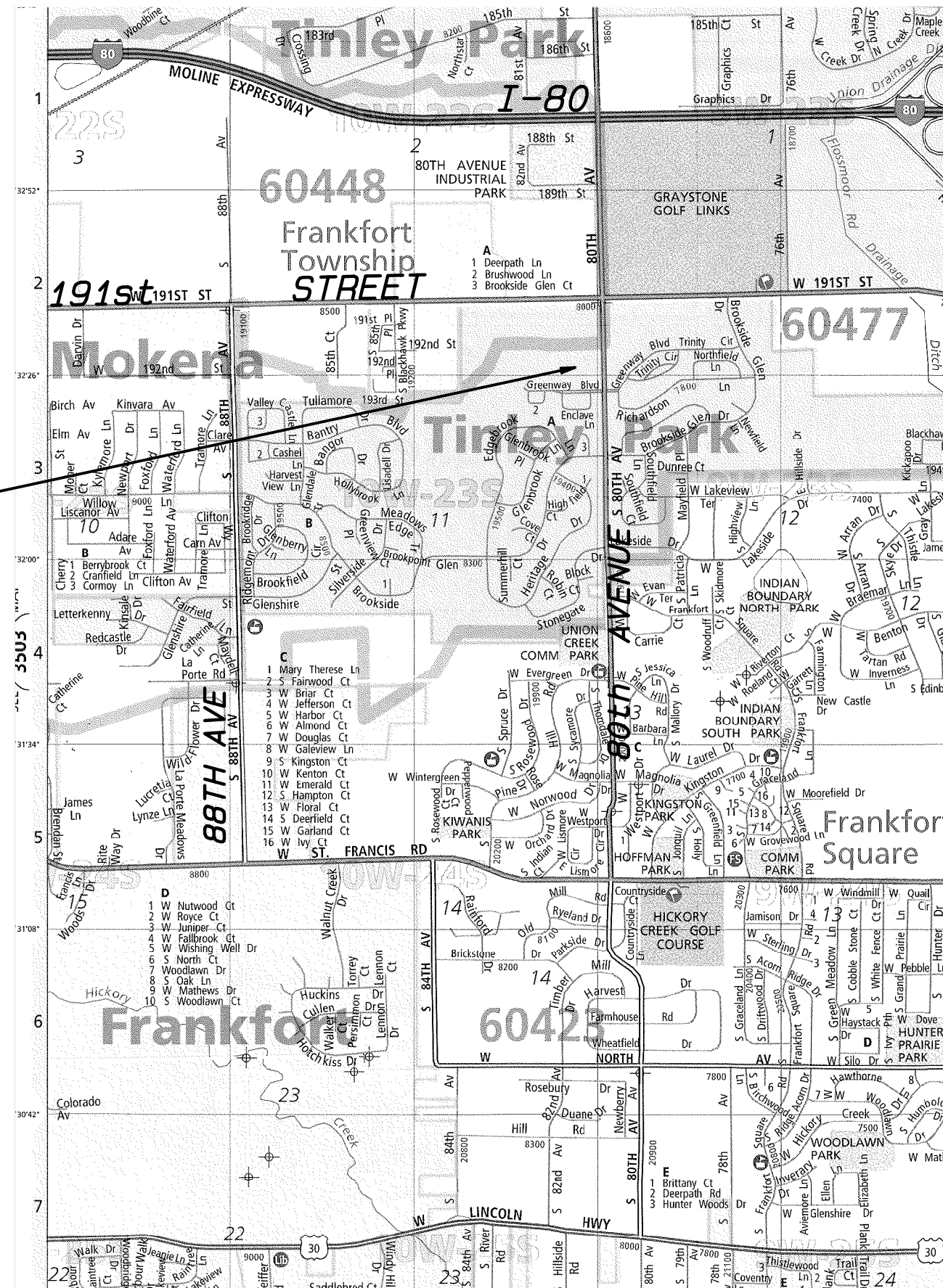
INDEX TO PLAN SHEETS

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	SITE PLAN
3.	SEWER AND WATERMAIN PLAN WEST HALF
4.	SEWER AND WATERMAIN PLAN EAST HALF
5.	GRADING PLAN WEST HALF
6.	GRADING PLAN EAST HALF
7.	PLAN AND PROFILE: BRADLEY DRIVE (STA 0+00 TO STA 15+19.65)
8.	PLAN AND PROFILE: BRADLEY DRIVE (STA 15+19.65 TO STA 18+65.81)
9.	PLAN AND PROFILE: BUNCRANA CIRCLE (WEST)
10.	PLAN AND PROFILE: BUNCRANA DRIVE AND BUNCRANA CIRCLE (EAST)
11.	STORM WATER POLLUTION PREVENTION PLAN
12.	DETAIL SHEET
12A	DETAIL SHEET
12B	DETAIL SHEET
12C	DETAIL SHEET
13.	GENERAL NOTES, DETAILS
14.	PLAN AND PROFILE: STORM SEWER (#605 TO #609) (#912 TO #914) (#607 TO #607-2) (#709 TO #712) (#709 TO #709-2) (#903-1 TO #903-4) (#903-4 TO #903-6)
15.	PLAN AND PROFILE: STORM SEWER (#703-2 TO #703-9) (#901-2 TO #901-4) (#900 TO #901-2) (#901 TO #906) (#703-2.3 TO 703-2.9)
16.	PLAN AND PROFILE: STORM SEWER (#703 TO #703-3) (#703-1.4 TO #703-1.4) (#710 TO #710-2) (#703-6 TO #703-6.2) (#901-4 TO #901-6) (#909 TO #908)
17.	PLAN AND PROFILE: STORM SEWER (#708 TO #708-3) (#708-1 TO #708-1.2-2) (#703-2.3 TO #703-2.3-2)
18.	GRADING DETAILS
19.	GRADING DETAILS
20.	GRADING DETAILS

PROJECT
LOCATION

PROJECT BENCHMARKS:

- TOP OF NORTHEAST HEADBOLT
OF FIRE HYDRANT STA 11+35 (R)
GREENWAY BLVD.
ELEVATION 701.94 USGS
ELEVATION 701.64 (NAVD 1988)
 - TOP OF HEADBOLT OF FIRE HYDRANT
STA. 17+75 (R) MAGNUSON DRIVE
ELEVATION 705.85 USGS
ELEVATION 705.55 (NAVD 1988)
- NOTE:
SUBTRACT 0.3 FT. FROM USGS DATUM
ELEVATIONS SHOWN ON THESE PLANS TO CONVERT
ELEVATIONS TO NAVD 1988 DATUM



LOCATION MAP

DRAINAGE CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)

THE UNDERSIGNED HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF,
THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH
SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE
CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH
SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE,
AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY
ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE
ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 3rd DAY OF MARCH A.D. , 2023 .

Theodore Mark Virgilio

IL. REGISTERED PROFESSIONAL ENG.

062-041359

STATE REGISTRATION NUMBER

11/30/2023

REGISTRATION EXPIRATION DATE

CRANA HOMES, INC.

DEVELOPER

OWNER: CRANA HOMES, INC.

19839 MULROY CIRCLE

TINLEY PARK, ILLINOIS 60487

ENGINEER: BRANECKI-VIRGILIO & ASSOCIATES

Consulting Civil Engineers

79 NORTH BROADWAY

DES PLAINES, ILLINOIS 60016

847-298-4525

DATE: NOVEMBER 17, 2022

REVISED: NOVEMBER 30, 2022

MARCH 3, 2023

MAY 30, 2023



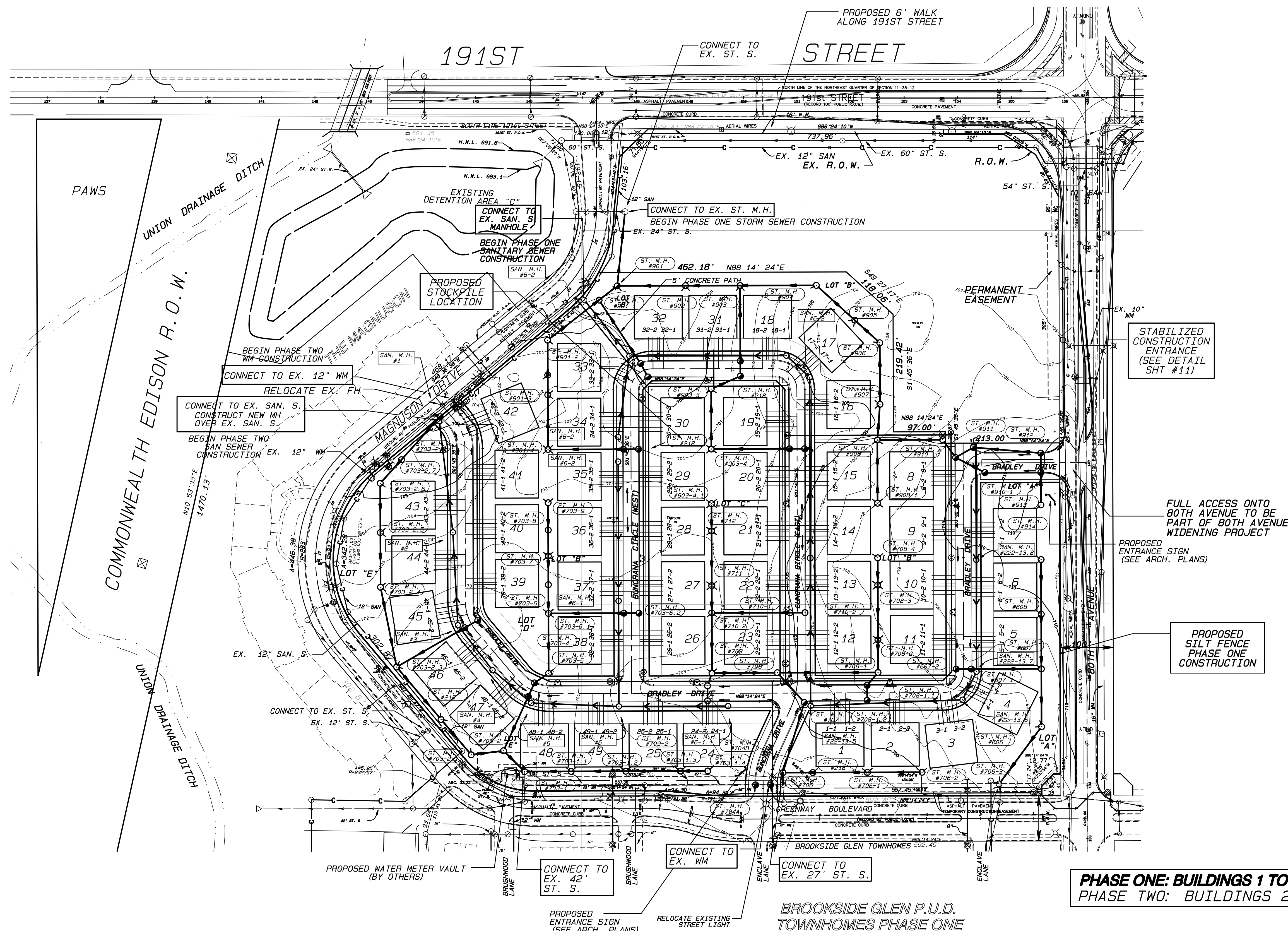
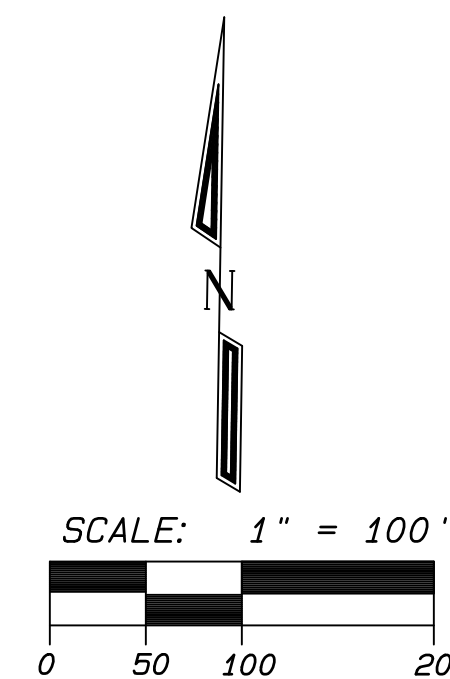
Theodore Mark Virgilio

SHEET NO. 1 OF 20

FILE NO. 993

BROOKSIDE GLEN VILLAS

TINLEY PARK, WILL COUNTY, ILLINOIS



- LEGEND**
- EXISTING SANITARY SEWER AND MANHOLE
 - X—X— EXISTING WATERMAIN, FIRE HYDRANT & GATE VALVE
 - EXISTING STORM SEWER & MANHOLE
 - PROPOSED SANITARY SEWER & MANHOLE
 - X—X— PROPOSED WATERMAIN, FIRE HYDRANT & GATE VALVE
 - 700— EXISTING CONTOUR
 - PROPOSED DRAINAGE DIRECTION
 - PROPOSED STORM SEWER & MANHOLE OR MANHOLE CATCH BASIN (AS NOTED)
 - PROPOSED INLET-MANHOLE OR INLET-MANHOLE CATCH BASIN (AS NOTED)
 - ① EXISTING INLET
 - PROPOSED INLET
 - PROPOSED STORM SEWER MANHOLE
 - [6-1] SAN SEWER STRUCTURE NO.
 - [802-3] STORM SEWER STRUCTURE NO.

NOTE:
COORDINATE PROPOSED 80TH AVENUE IMPROVEMENTS THAT WILL ALLOW FOR FULL ACCESS FROM BRADLEY DRIVE WITH THE VILLAGE OF TINLEY PARK

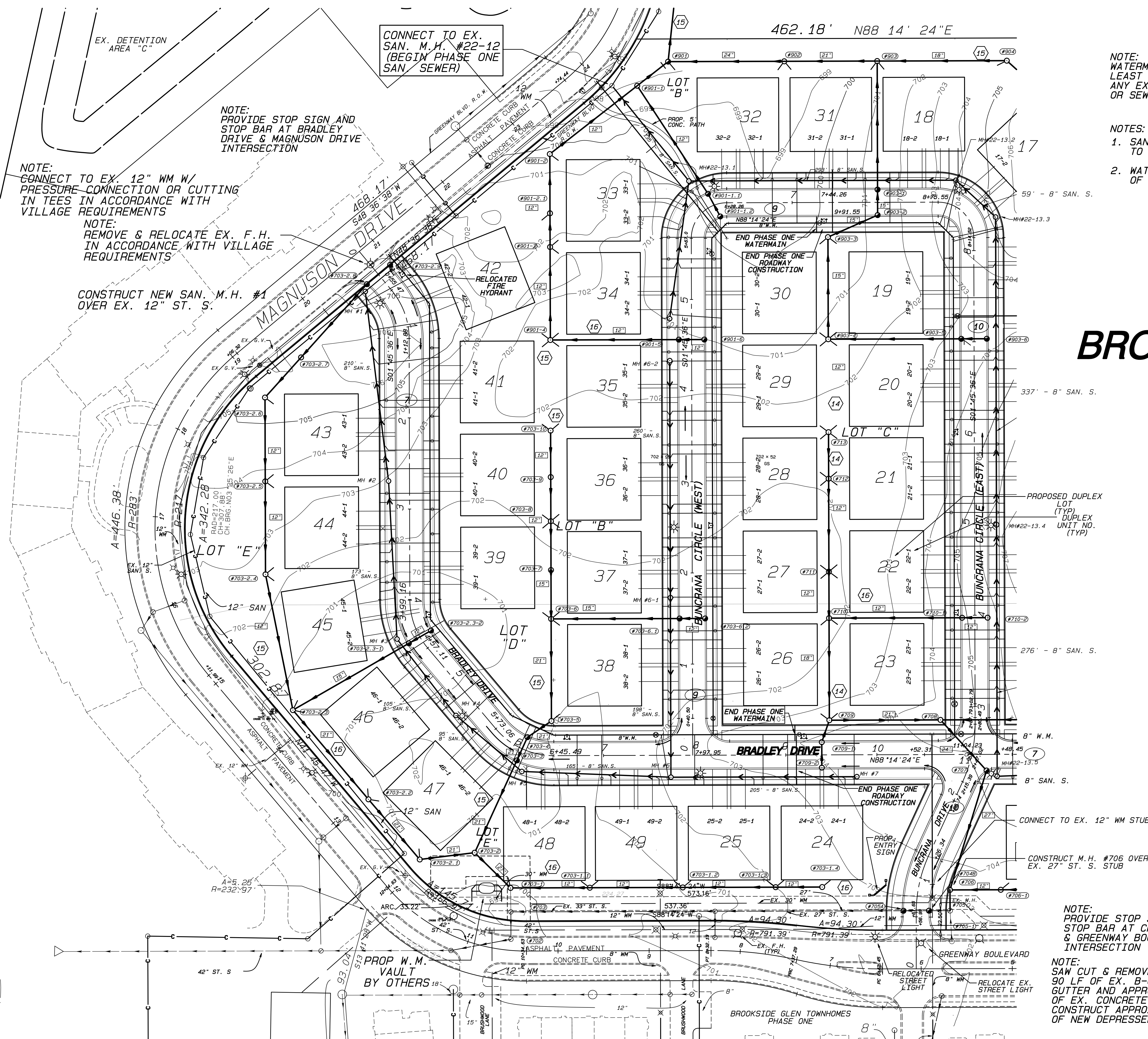
NOTE:
ALL PROPOSED SANITARY SEWER MAIN TO BE 8" DIAMETER
ALL PROPOSED WATERMAIN TO BE 8" DIAMETER

PHASE ONE: BUILDINGS 1 TO 23
PHASE TWO: BUILDINGS 24 TO 49

NOTE:
CONSTRUCT MH #704A AND 704B OVER EXISTING 27" ST. S.

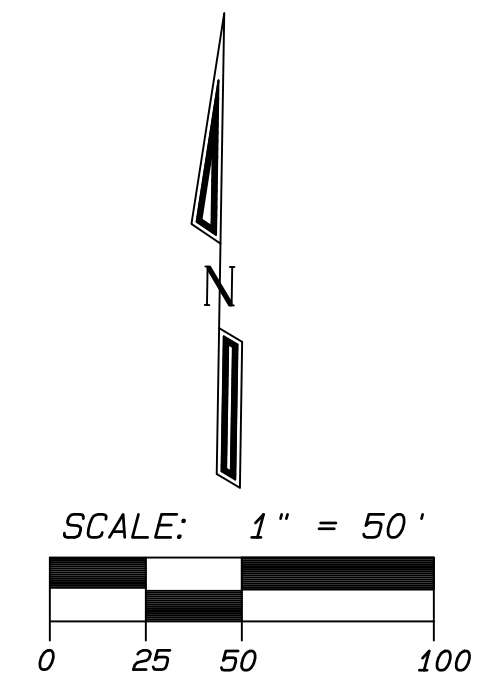
SITE PLAN			
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525			
SCALE: 1" = 100'	REVISIONS		
DRAWN BY:	NOV. 30, 2022		
DATE: NOV. 17, 2022	MAR. 3, 2023		
	MAY. 30, 2023		
FILE NUMBER			
993			
			SHEET 2 OF 20

SITE PLAN



NOTE:
WATERMAIN SHALL BE AT
LEAST 10 FT. HORIZONTALLY FROM
ANY EXISTING OR PROPOSED DRAIN
OR SEWER LINE

- NOTES:
1. SANITARY SERVICES FOR BLDGS 31 AND 32 TO BE PART OF PHASE ONE CONSTRUCTION
 2. WATER SERVICES FOR BLDG 24 TO BE PART OF PHASE ONE CONSTRUCTION



BROOKSIDE GLEN VILLAS

TINLEY PARK, WILL COUNTY, ILLINOIS

- LEGEND**
- EXISTING SANITARY SEWER & MANHOLE
 - EXISTING WATERMAIN, FIRE HYDRANT & GATE VALVE
 - EXISTING STORM SEWER & MANHOLE
 - PROPOSED SANITARY SEWER & MANHOLE
 - PROPOSED WATERMAIN, FIRE HYDRANT & GATE VALVE
 - PROPOSED WATERMAIN TEE
 - PROPOSED WATERMAIN BEND
 - PROPOSED WATERMAIN CROSS
 - PROPOSED STORM SEWER & MANHOLE OR MANHOLE CATCH BASIN (AS NOTED)
 - PROPOSED INLET MANHOLE OR INLET MANHOLE CATCH BASIN (AS NOTED)
 - PROPOSED STORM SEWER & INLET
 - PROPOSED STORM MANHOLE WITH SUMP DRAIN SERVICE STUBS
 - PROPOSED SANITARY SERVICE (6" DIAMETER)
 - PROPOSED WATER SERVICE (MIN. 1" DIA. COPPER SERVICE)
 - PROPOSED STREET LIGHT
 - EXISTING STREET LIGHT
 - EXISTING CONTOUR
 - GRANULAR TRENCH BACKFILL (SEE PLAN & PROFILE SHEETS)
 - 12" STORM SEWER SIZE
 - 901 STORM SEWER STRUCTURE NO.
 - 10 REFERS TO STREET PLAN & PROFILE SHEET NUMBER
 - 14 REFERS TO STORM SEWER PLAN & PROFILE SHEET NUMBER

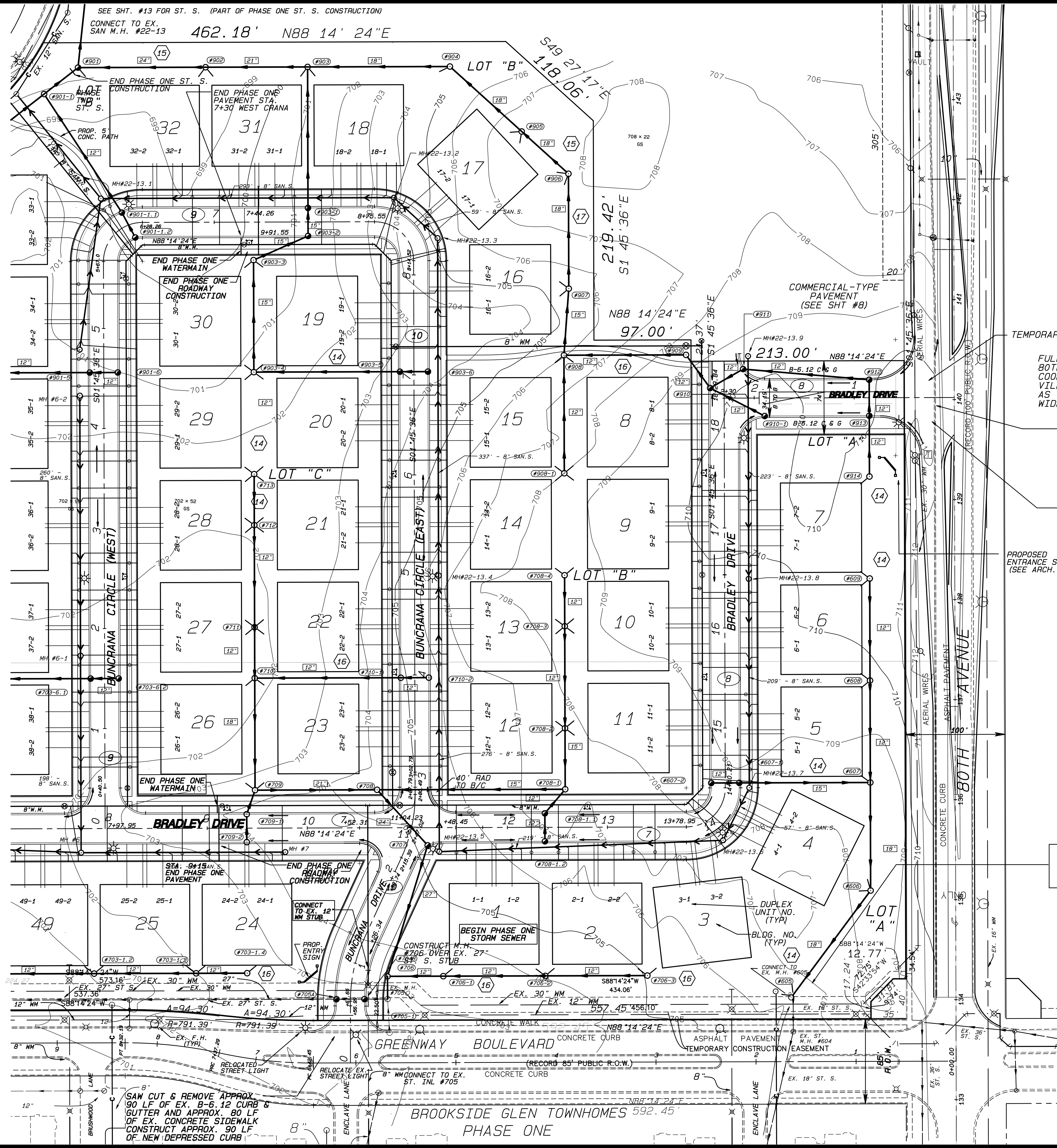
PHASE ONE: BUILDINGS 1 TO 23
46 DUPLEX UNITS
PHASE TWO: BUILDINGS 24 TO 49
52 DUPLEX UNITS

WEST HALF

NOTE:
PROVIDE STOP SIGN AND
STOP BAR AT CRANA DRIVE
& GREENWAY BOULEVARD
INTERSECTION

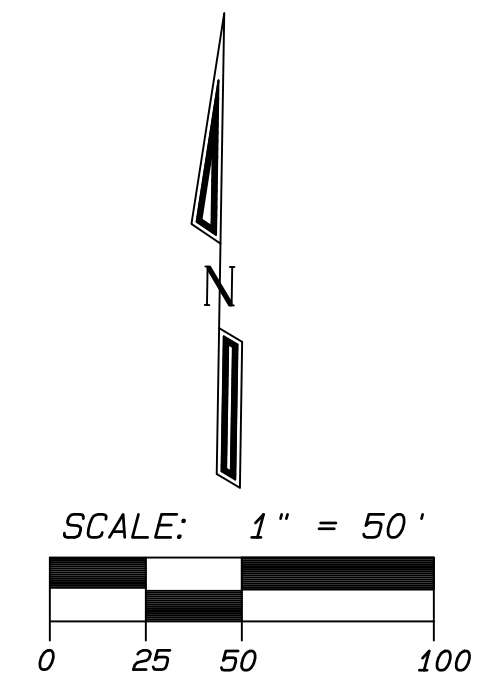
NOTE:
SAW CUT & REMOVE APPROX.
90 LF OF EX. B-6.12 CURB &
GUTTER AND APPROX. 80 LF
OF EX. CONCRETE SIDEWALK
CONSTRUCT APPROX. 90 LF
OF NEW DEPRESSED CURB

SEWER AND WATERMAIN PLAN			
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525			
SCALE: 1" = 50'	REVISIONS		
DRAWN BY: NOV 30, 2022			
DATE: NOV. 17, 2022			
FILE NUMBER			
993			
SHEET 3 OF 20			



NOTE:
WATERMAIN SHALL BE AT
LEAST 10 FT. HORIZONTALLY FROM
ANY EXISTING OR PROPOSED DRAIN
OR SEWER LINE

- NOTES:
1. SANITARY SERVICES FOR BLDGS 31 AND 32 TO BE PART OF PHASE ONE CONSTRUCTION
 2. WATER SERVICES FOR BLDG 24 TO BE PART OF PHASE ONE CONSTRUCTION



BROOKSIDE GLEN VILLAS

TINLEY PARK, WILL COUNTY, ILLINOIS

FULL ACCESS TO
BOTH AVENUE TO BE
COORDINATED WITH
VILLAGE OF TINLEY PARK
AS PART OF BOTH AVENUE
WIDENING

SAW CUT AND REMOVE AND
DISPOSE OF APPROX. 115 L.F.
OF EX. B=B.12 CURB AND GUTTER

STABILIZED
CONSTRUCTION
ENTRANCE
(SEE DETAIL
SHT #11)

PROPOSED
ENTRANCE SIGN
(SEE ARCH. PLANS)

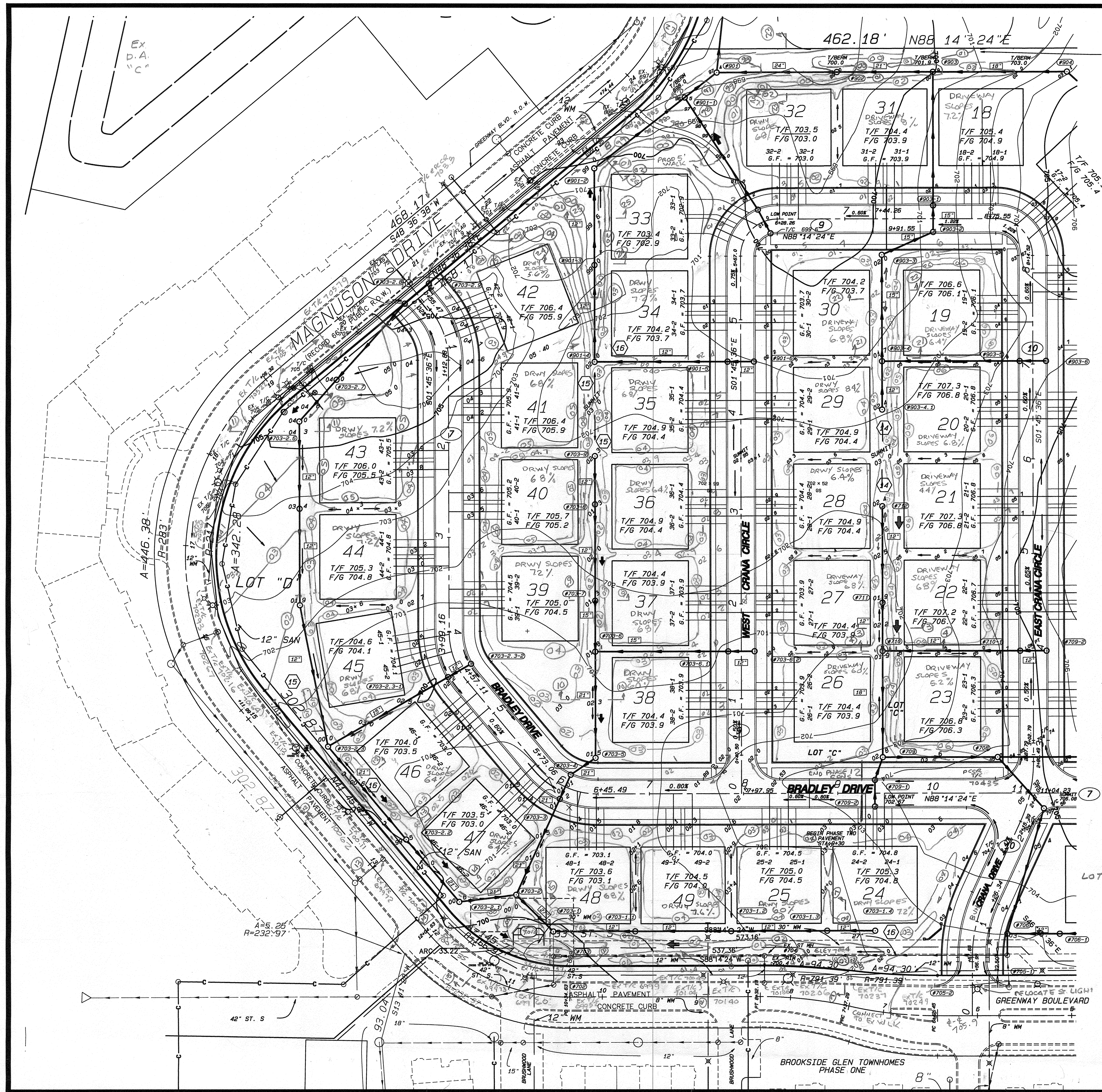
- LEGEND**
- EXISTING SANITARY SEWER & MANHOLE
 - EXISTING WATERMAIN, FIRE HYDRANT & GATE VALVE
 - EXISTING STORM SEWER & MANHOLE
 - PROPOSED SANITARY SEWER & MANHOLE
 - PROPOSED WATERMAIN, FIRE HYDRANT & GATE VALVE
 - PROPOSED WATERMAIN TEE
 - PROPOSED WATERMAIN BEND
 - PROPOSED WATERMAIN CROSS
 - PROPOSED STORM SEWER & MANHOLE OR MANHOLE CATCH BASIN (AS NOTED)
 - PROPOSED INLET MANHOLE OR INLET MANHOLE CATCH BASIN (AS NOTED)
 - PROPOSED STORM SEWER & INLET
 - PROPOSED STORM MANHOLE WITH SUMP DRAIN SERVICE STUBS
 - PROPOSED SANITARY SERVICE (6" DIAMETER)
 - PROPOSED WATER SERVICE (MIN. 1" DIA. COPPER SERVICE)
 - PROPOSED STREET LIGHT
 - EXISTING STREET LIGHT
 - EXISTING CONTOUR
 - GRANULAR TRENCH BACKFILL (SEE PLAN & PROFILE SHEETS)
 - 12" STORM SEWER SIZE
 - 90" STORM SEWER STRUCTURE NO.
 - 10 REFERS TO STREET PLAN & PROFILE SHEET NUMBER
 - 14 REFERS TO STORM SEWER PLAN & PROFILE SHEET NUMBER

NOTE:
CONNECT TO EX. M.H. #605
BEGIN PHASE ONE ST. S.

PHASE ONE: BUILDINGS 1 TO 23
46 DUPLEX UNITS
PHASE TWO: BUILDINGS 24 TO 49
52 DUPLEX UNITS

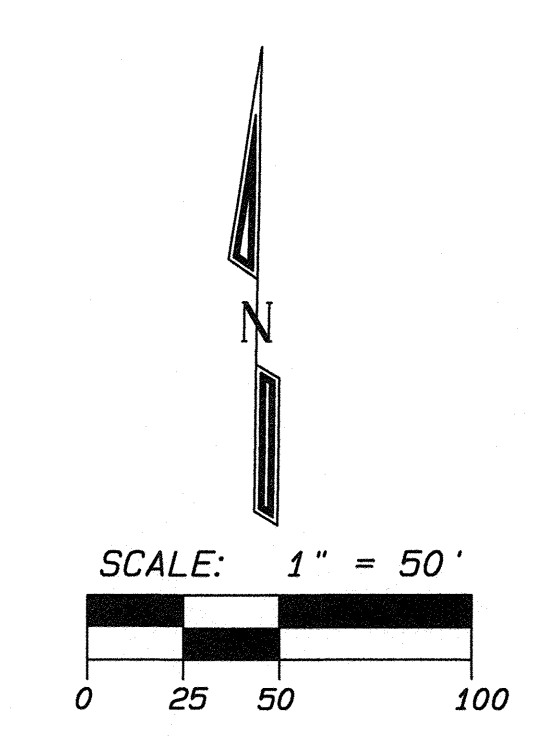
EAST HALF

SEWER AND WATERMAIN PLAN			
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525			
SCALE: 1" = 50'	REVISIONS		
DRAWN BY: NOV 30, 2022			
DATE: NOV. 17, 2022			
FILE NUMBER: 993			
			SHEET 4 OF 20



BROOKSIDE GLEN VILLAS

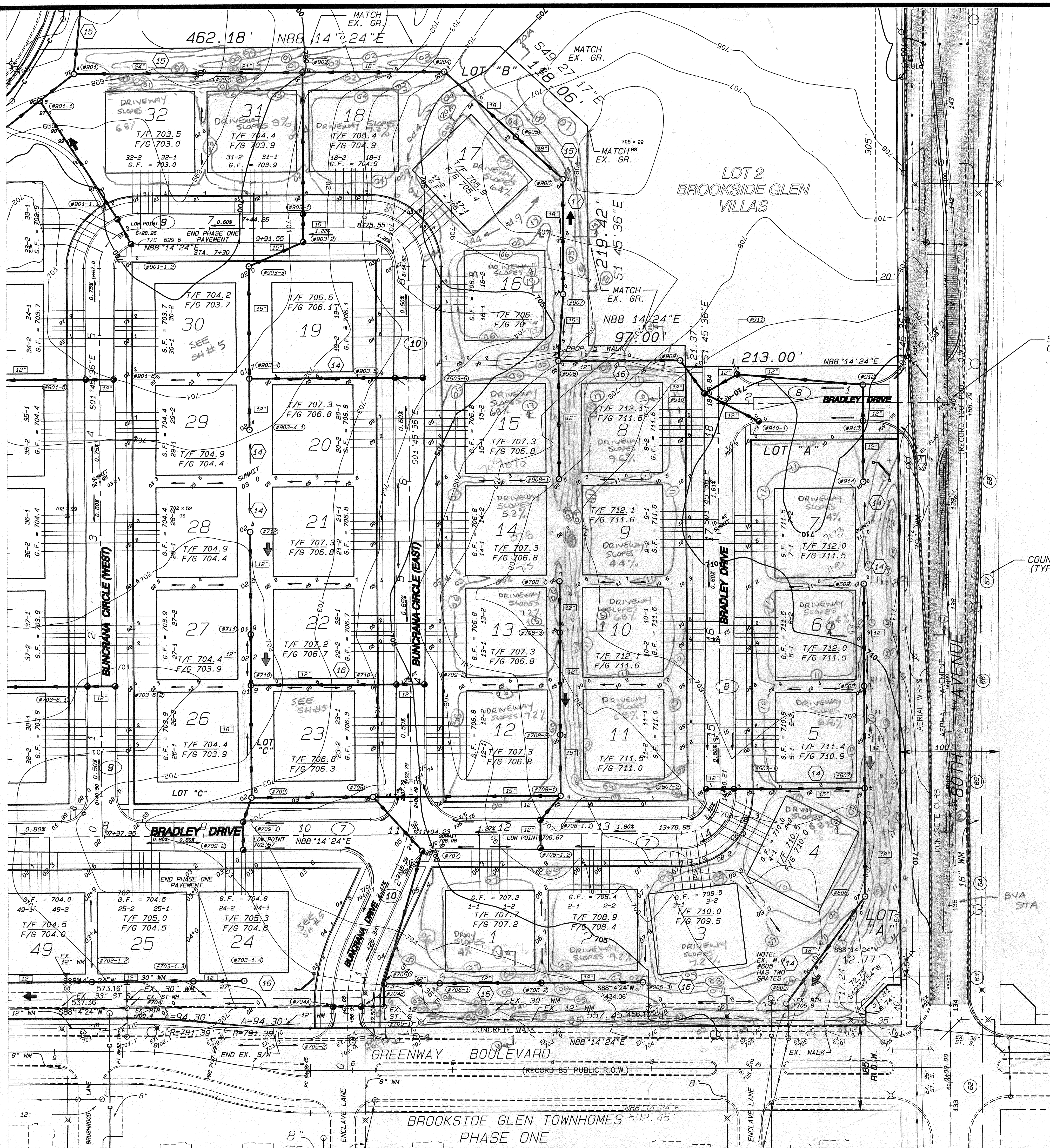
TINLEY PARK, WILL COUNTY, ILLINOIS



- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - CENTERLINE STATION
 - PROPOSED ELEVATION
 - PROPOSED TOP OF FOUNDATION GRADE/
 - PROPOSED FINISH GRADE AT HOUSE
 - PROPOSED STREET GRADIENT
 - PROPOSED SWALE OR DIRECTION OF DRAINAGE IN STREET
 - EMERGENCY OVERFLOW ROUTE
 - EXISTING INLET
 - PROPOSED INLET
 - PROPOSED STORM SEWER MANHOLE
 - REFERS TO STREET PLAN & PROFILE SHEET NUMBER
 - REFERS TO STORM SEWER PLAN & PROFILE SHEET NUMBER
 - PROPOSED STORM SEWER
 - STORM SEWER SIZE
 - STORM SEWER STRUCTURE NO.
 - PHASE LINE
 - CROSS-SECTION LOCATION

WEST HALF

GRADING PLAN	
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525	
SCALE: 1" = 50'	REVISIONS
DRAWN BY:	
APRIL 17, 2023	
FILE NUMBER	
993	
SHEET 5 OF 17	



BROOKSIDE GLEN VILLAS

TINLEY PARK, WILL COUNTY, ILLINOIS

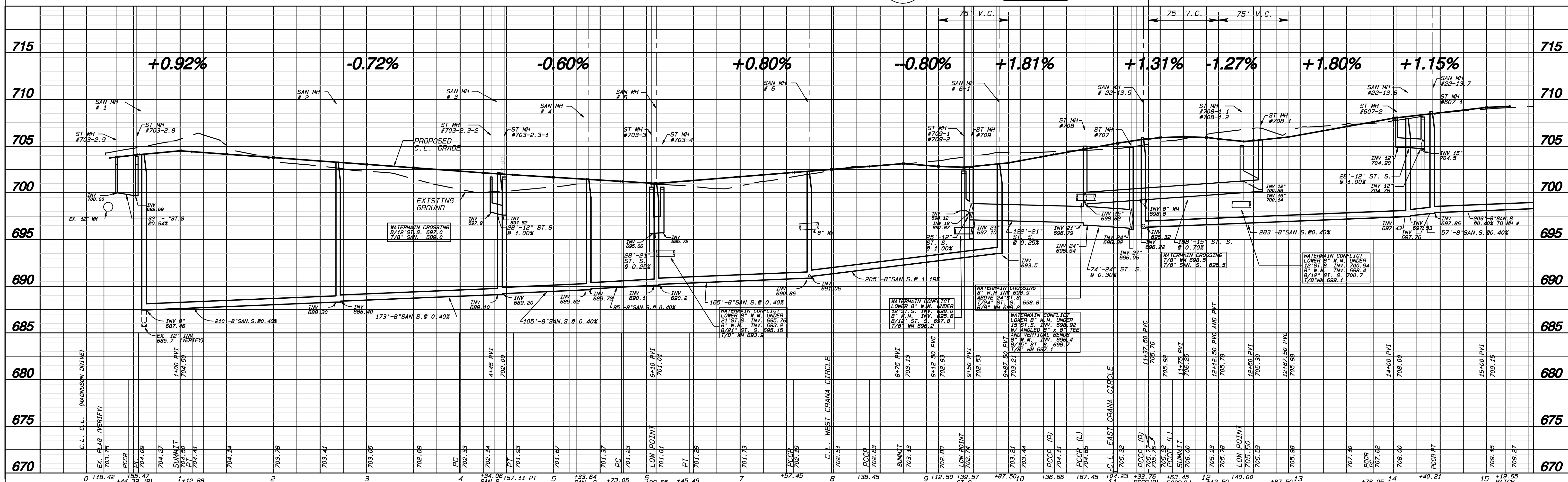
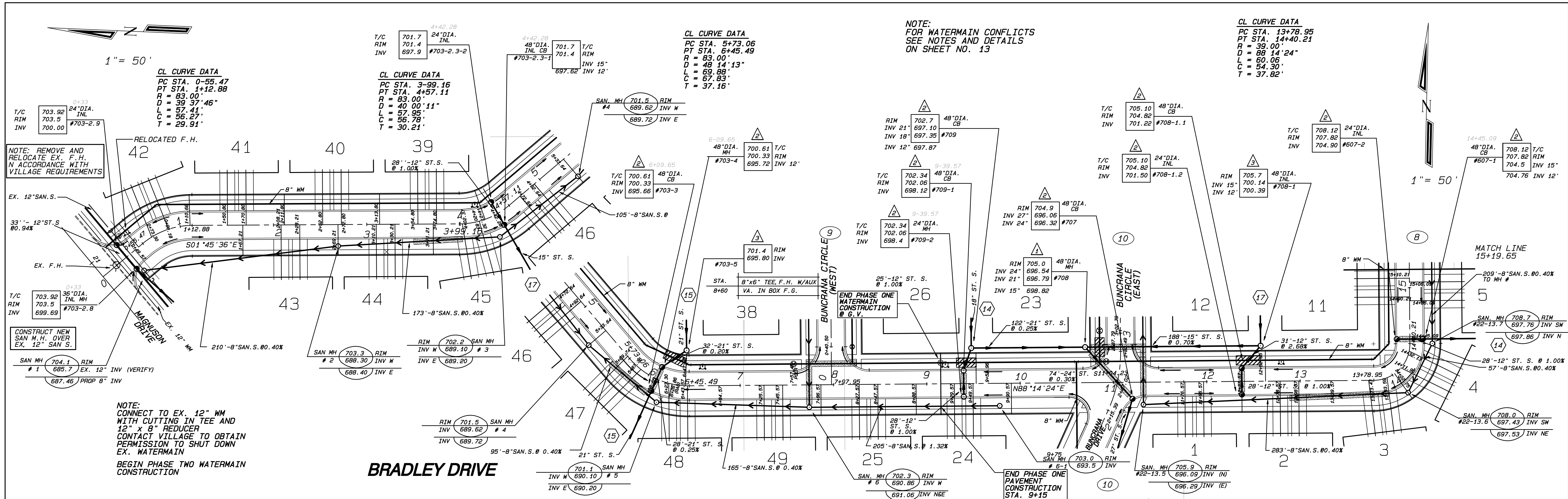
NOTE:
GRADING FOR FULL ACCESS
ONTO BOTH AVENUE TO BE
PART OF COUNTY WIDENING
PLANS FOR BOTH AVENUE.
GRADING TO BE COORDINATED
WITH VILLAGE OF TINLEY PARK
AND WILL COUNTY

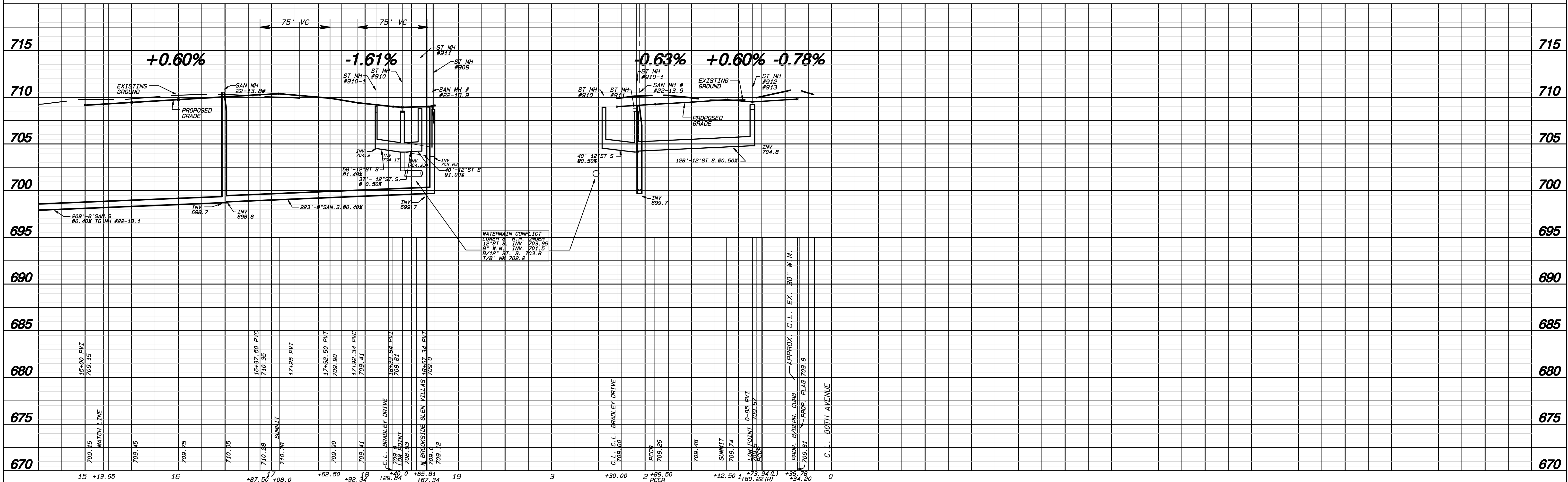
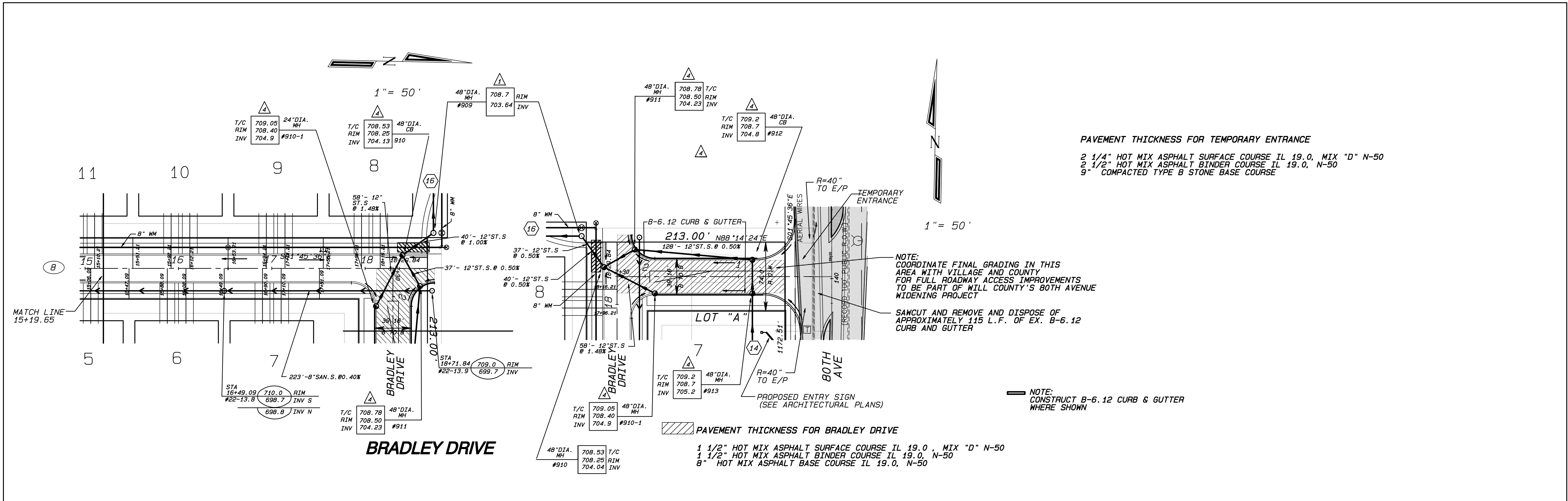
NOTE:
PROVIDE HANDICAP RAMPS
AT CURB CROSSINGS

- LEGEND**
- 695 --- EXISTING CONTOUR
 - 95 --- PROPOSED CONTOUR
 - 694.4 EXISTING SPOT ELEVATION
 - 97.5 PROPOSED SPOT ELEVATION
 - 2+00.00 CENTERLINE STATION
 - 712.50 PROPOSED ELEVATION
 - T/F 700.0 PROPOSED TOP OF FOUNDATION GRADE/
 - F/G 699.5 PROPOSED FINISH GRADE AT HOUSE
 - 1.00% PROPOSED STREET GRADIENT
 - PROPOSED SWALE OR DIRECTION OF DRAINAGE IN STREET
 - EMERGENCY OVERFLOW ROUTE
 - EXISTING INLET
 - PROPOSED INLET
 - PROPOSED STORM SEWER MANHOLE
 - ④ REFERS TO STREET PLAN & PROFILE SHEET NUMBER
 - ⑨ REFERS TO STORM SEWER PLAN & PROFILE SHEET NUMBER
 - PROPOSED STORM SEWER
 - 12" STORM SEWER SIZE
 - ⑨01 STORM SEWER STRUCTURE NO.
 - ① CROSS-SECTION LOCATION

EAST HALF

GRADING PLAN	
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 647-286-4525	
SCALE: 1" = 50'	REVISIONS
DRAWN BY: J. BRANECKI	
DATE: APRIL 11, 2023	
FILE NUMBER: 993	
	SHEET 6 OF 17

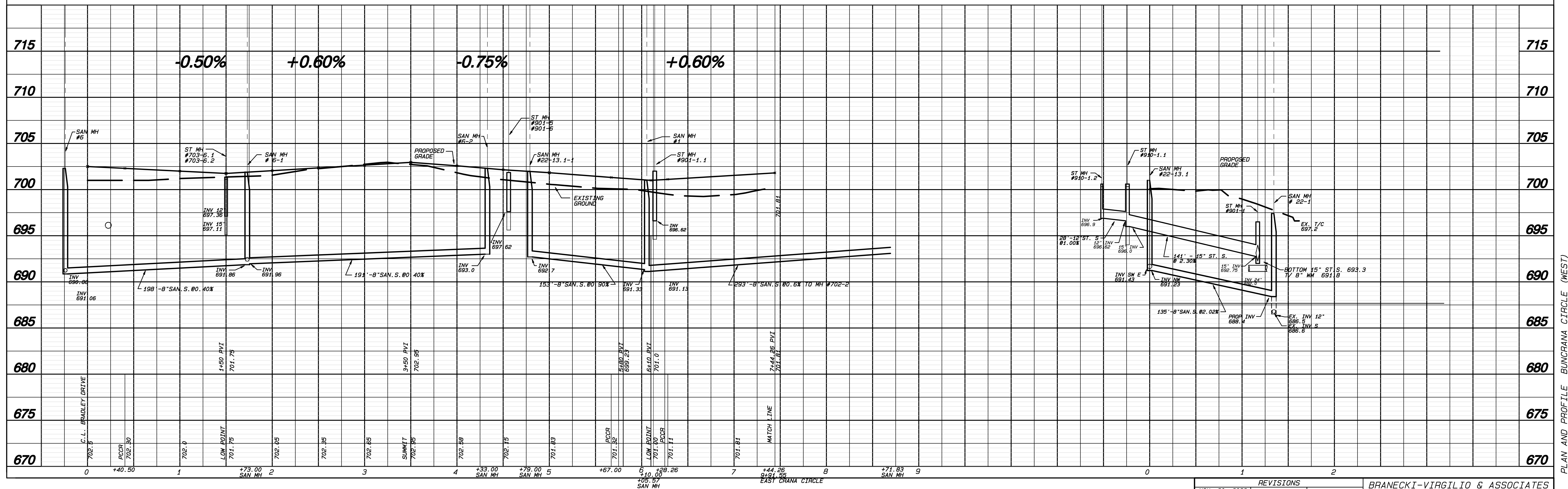
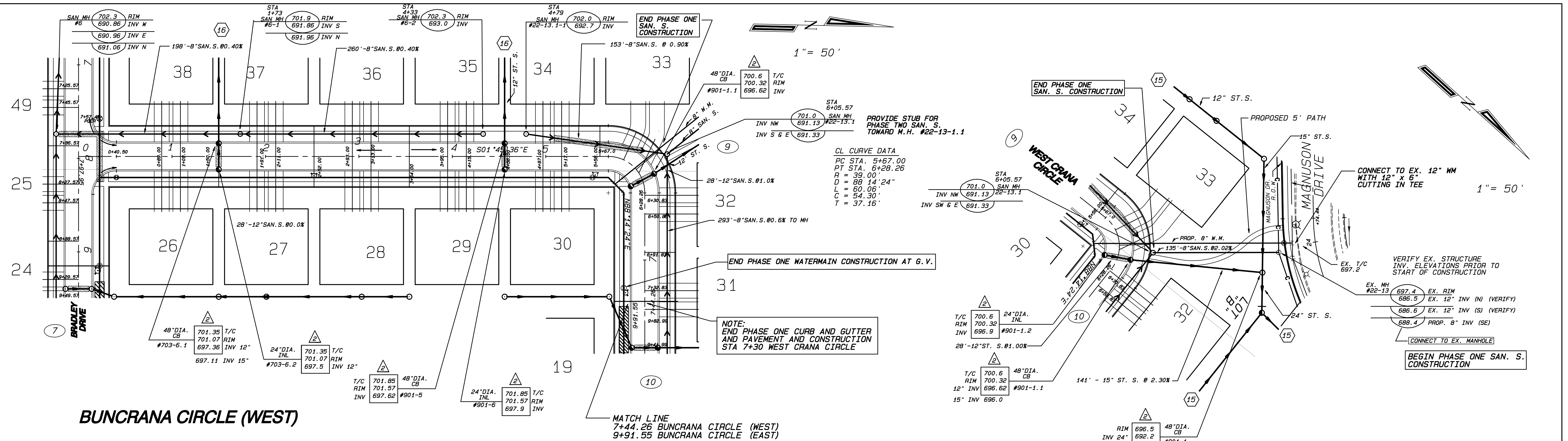




NOTE: ELEVATIONS SHOWN ARE PROPOSED C.L. GRADES
 PROPOSED T/C GRADES ARE 0.30' BELOW C.L. GRADE
 AT LOW POINTS PROPOSED T/C GRADES ARE 0.4'
 BELOW C.L.

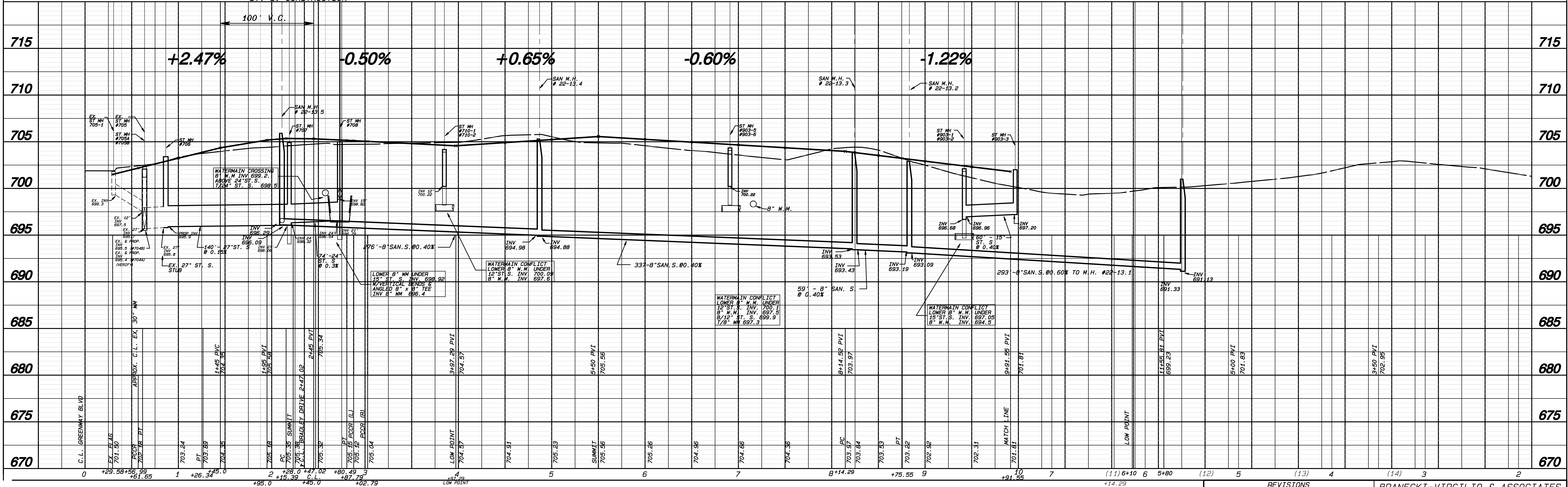
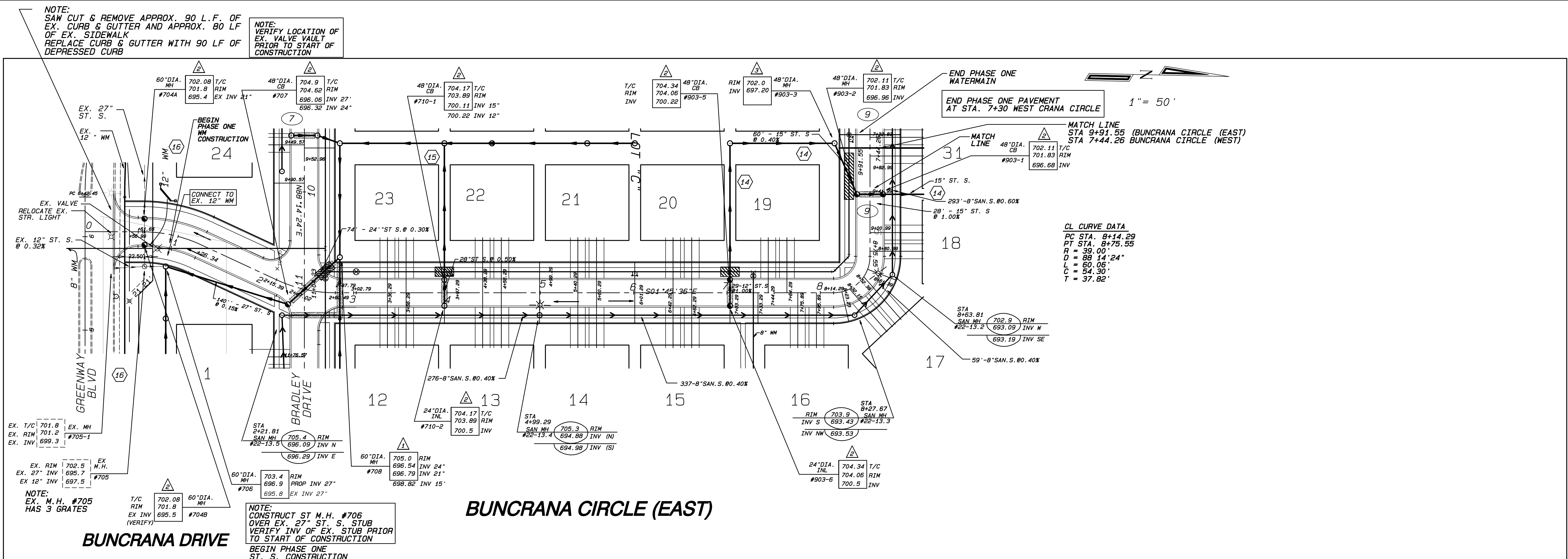
NOTE: ELEVATIONS SHOWN ARE PROPOSED C.L. GRADES
 C.L. GRADE = PROPOSED T/C GRADES EAST OF
 PCCR STA 1+89.50

REVISIONS		BRANECKI-VIRGILIO & ASSOCIATES	
NOV. 30, 2022		Consulting Civil Engineers	
MAY 3, 2023		79 NORTH BROADWAY	
MAY 30, 2023		DES PLAINES, ILLINOIS 60016	
DATE: NOV. 17, 2022	SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL	-FILE NUMBER- 993	SHEET 8 OF 20
DRAWN BY:			



NOTE: ELEVATIONS SHOWN ARE PROPOSED C.L. GRADES
PROPOSED T/C GRADES ARE 0.30' BELOW C.L. GRADE
AT LOW POINTS PROPOSED T/C GRADES ARE
0.4' BELOW C.L. GRADES

REVISIONS NOV. 30, 2022 MAR. 3, 2023 MAY 30, 2023		BRANECKI-VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016	
DATE: NOV. 17, 2022 DRAWN BY:	SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL	-FILE NUMBER- 933	SHEET 9 OF 20



NOTE: ELEVATIONS SHOWN ARE PROPOSED C.L. GRADES
PROPOSED T/C GRADES ARE 0.30' BELOW C.L. GRADE
AT LOW POINTS PROPOSED T/C GRADES ARE
0.4' BELOW C.L. GRADES

REVISIONS		BRANECKI-VIRGILIO & ASSOCIATES	
NOV. 30, 2022		Consulting Civil Engineers	
MAY 3, 2023		79 NORTH BROADWAY	
MAY 30, 2023		DES PLAINES, ILLINOIS 60016	
DATE: NOV. 17, 2021	SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL	-FILE NUMBER-	SHEET
DRAWN BY:		993	10 OF 20

SOIL PROTECTION CHART											
STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.
PERMANENT SEEDING			A +								
DORMANT SEEDING	B +										B +
TEMPORARY SEEDING			C +								
SODDING			E +								
MULCHING	F +										

- A. KENTUCKY BLUEGRASS 90 LBS./ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS./ACRE
B. KENTUCKY BLUEGRASS 135 LBS./ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS./ACRE AND STRAW MULCH 2 TONS/ACRE
C. SPRING OATS 100 LBS./ACRE
D. WHEAT OR CEREAL RYE 150 LBS./ACRE
E. SOD
F. STRAW MULCH 2 TONS/ACRE
* IRRIGATION NEEDED JUNE AND JULY
** IRRIGATION NEEDED FOR 2 - 3 WEEKS AFTER SODDING

BROOKSIDE GLEN VILLAS

TINLEY PARK, WILL COUNTY, ILLINOIS

CONSTRUCTION PHASING SCHEDULE

MEASURE KEY NUMBER	CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(25) (27)	INSTALL SEDIMENT CONTROL MEASURES												
(32)	STRIP AND STOCKPILE												
(18) (20)	GRADING												
(20) (23) (24) (25)	INSTALL STORM WATER MANAGEMENT SYSTEM												
(1) (2)	PERFORM TEMPORARY SEEDING												
(7) (8) (9) (16)	CONSTRUCTION												
(33)	PERFORM FINISH GRADING												
(2) (2)	PERFORM PERMANENT SEEDING												
(2) (2)	LANDSCAPING												

NOTE:
IN THE EVENT THAT THE WEATHER WILL NOT PERMIT THE PLANTING OF THE TEMPORARY SEEDING, MULCH SHALL BE USED IN A QUANTITY OF 2 TONS/ACRE

CONSTRUCTION PHASING SCHEDULE TO BE COMPLETED UPON PLAN APPROVAL

SOIL EROSION CONTROL AND SEDIMENTATION PLAN MEASURES

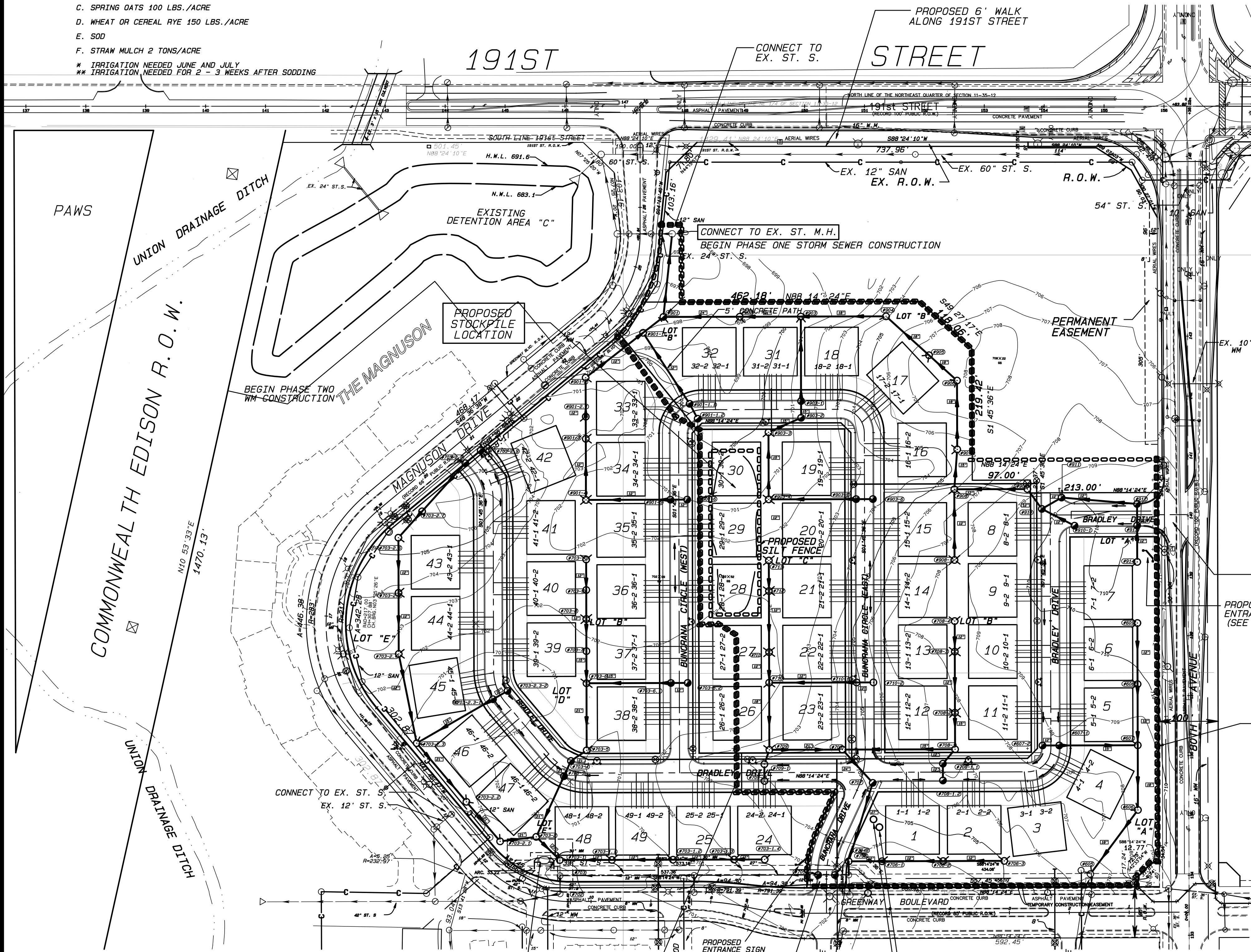
UNIFIED KEY SYSTEM

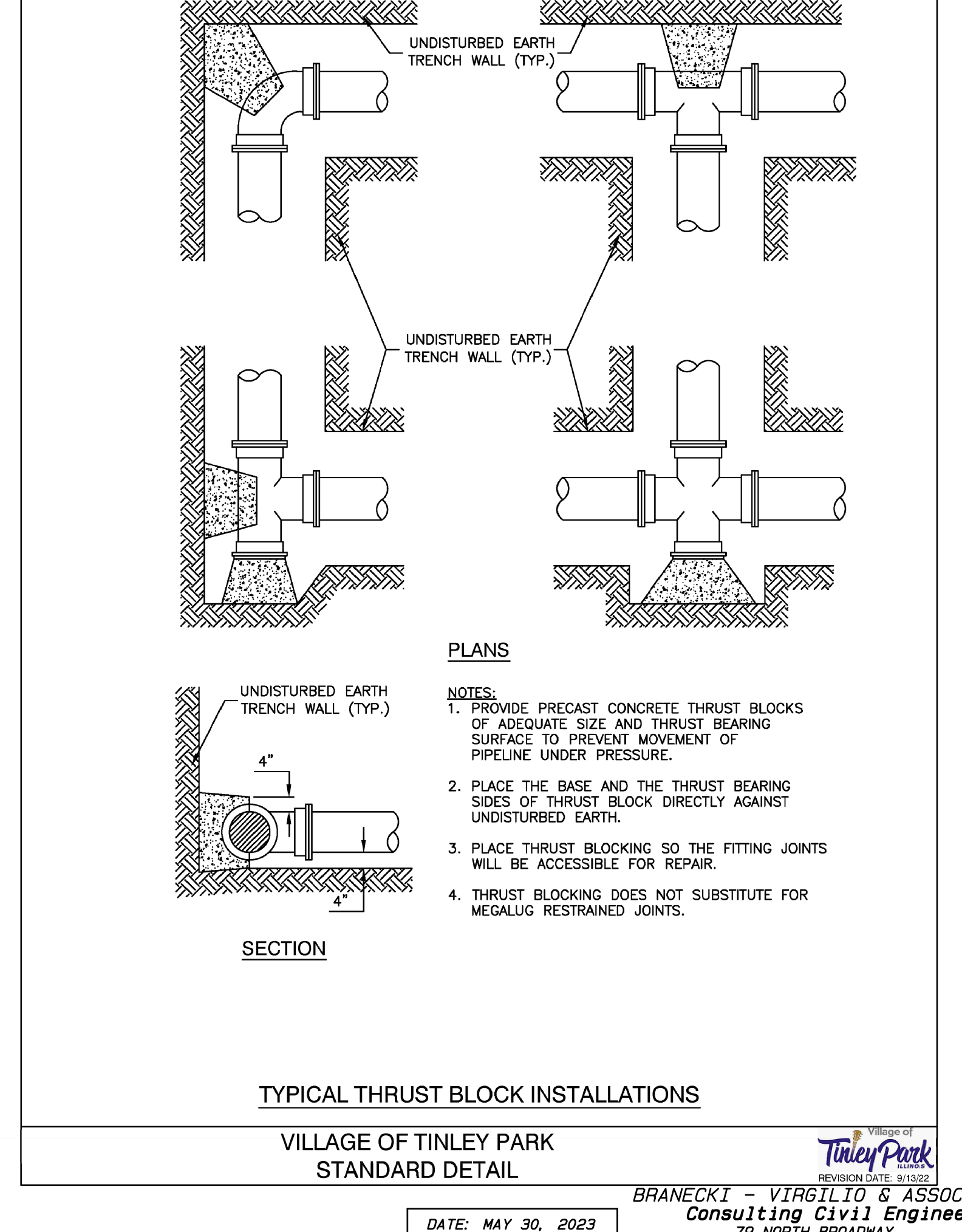
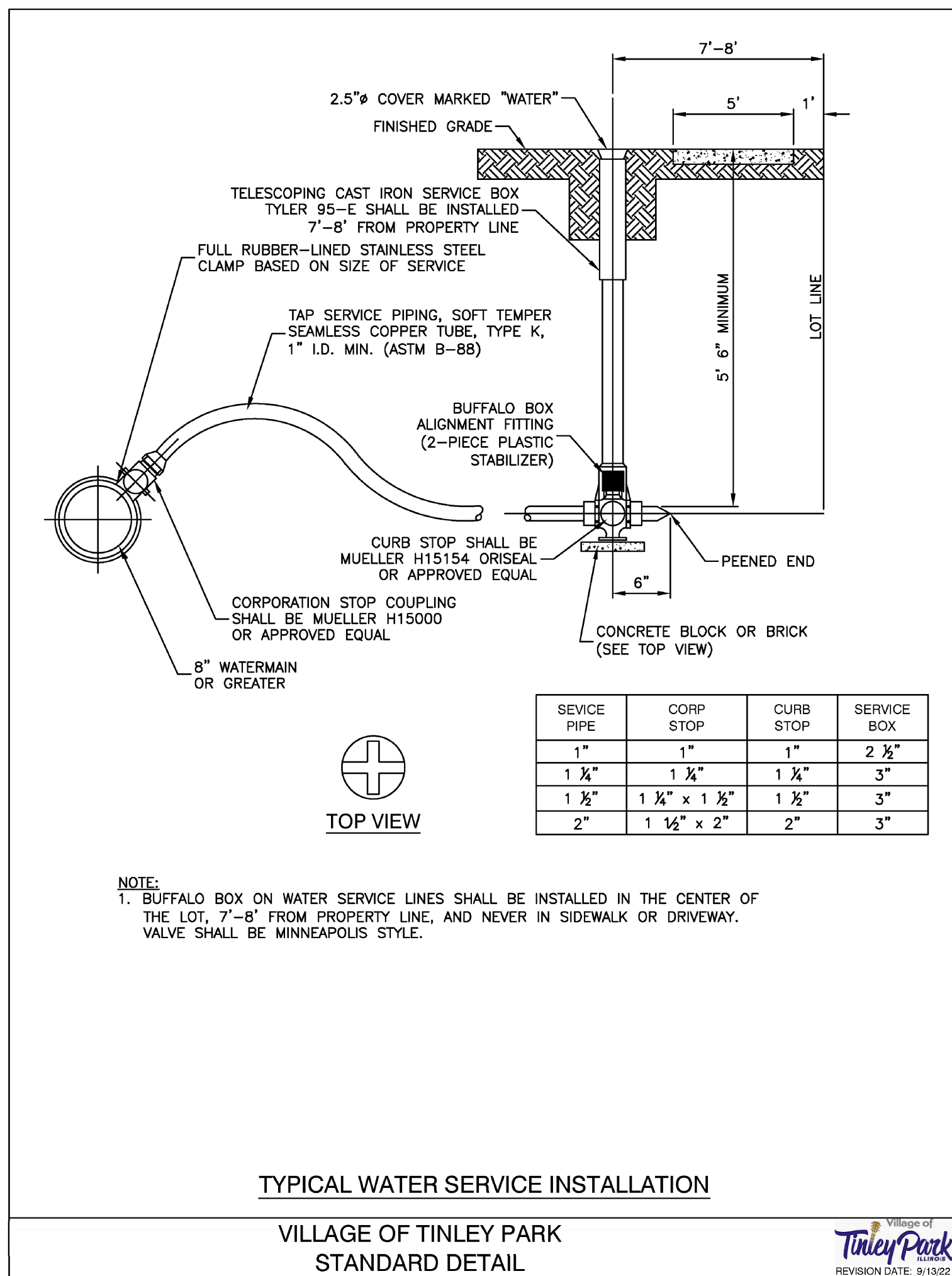
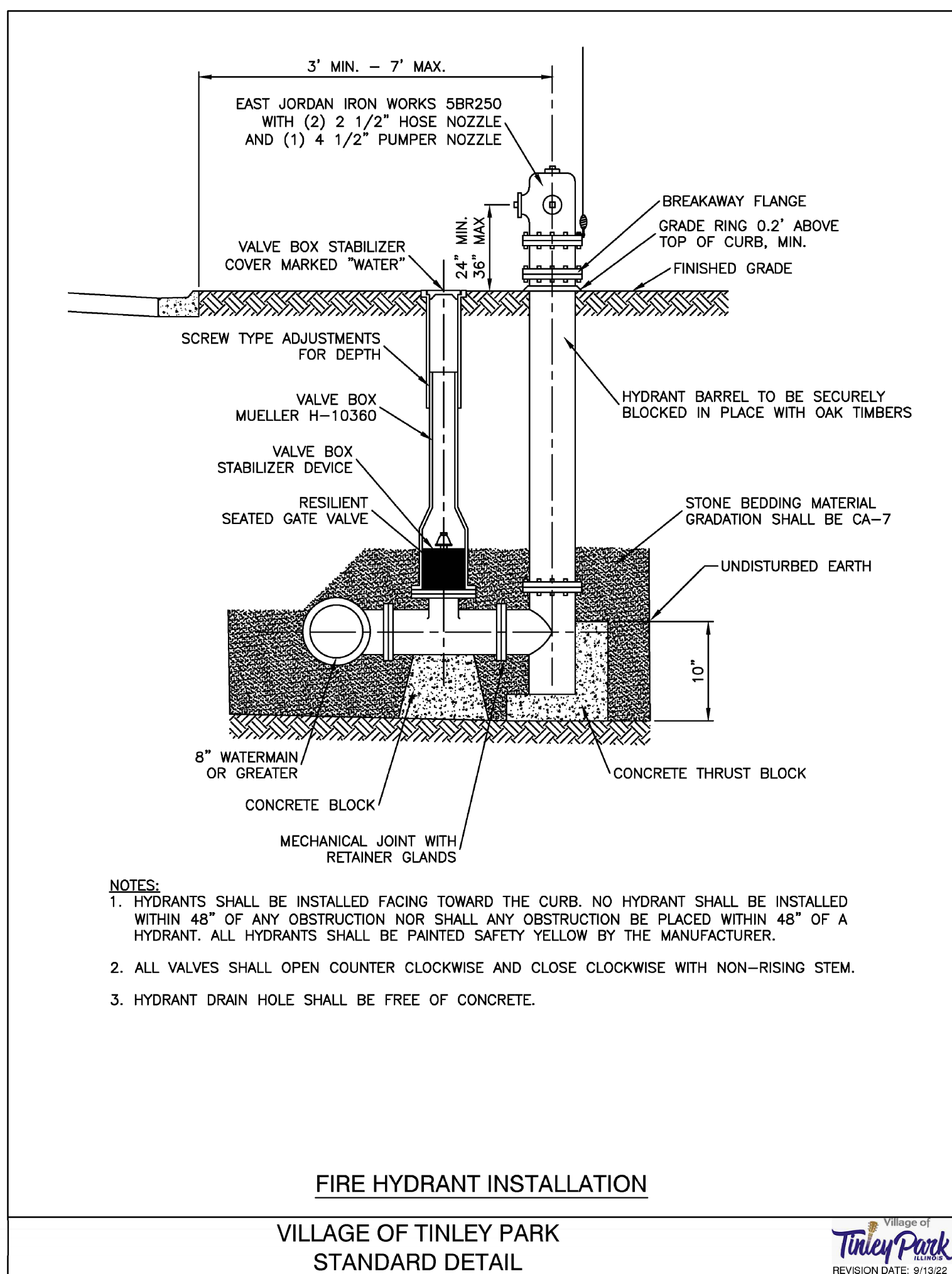
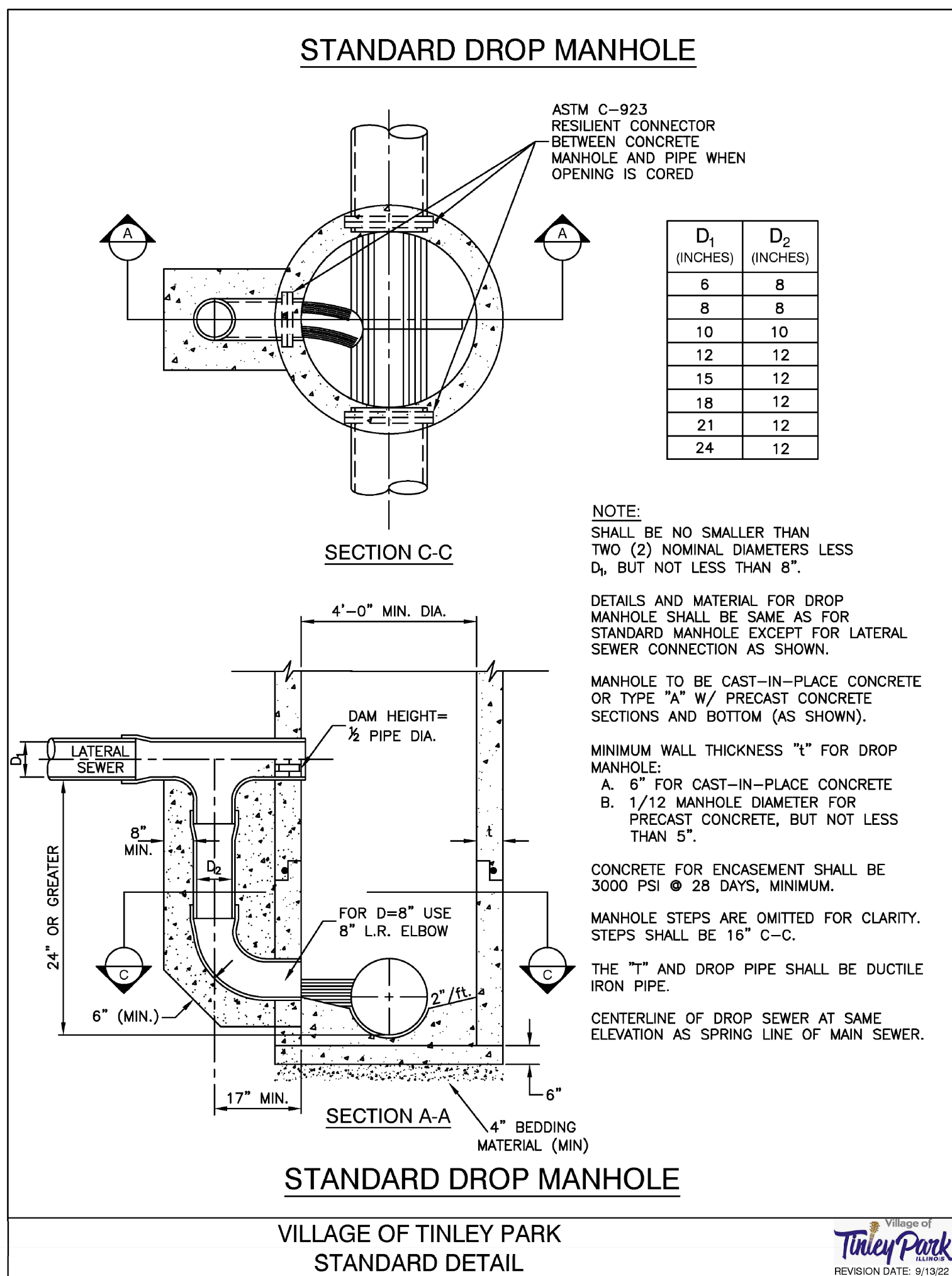
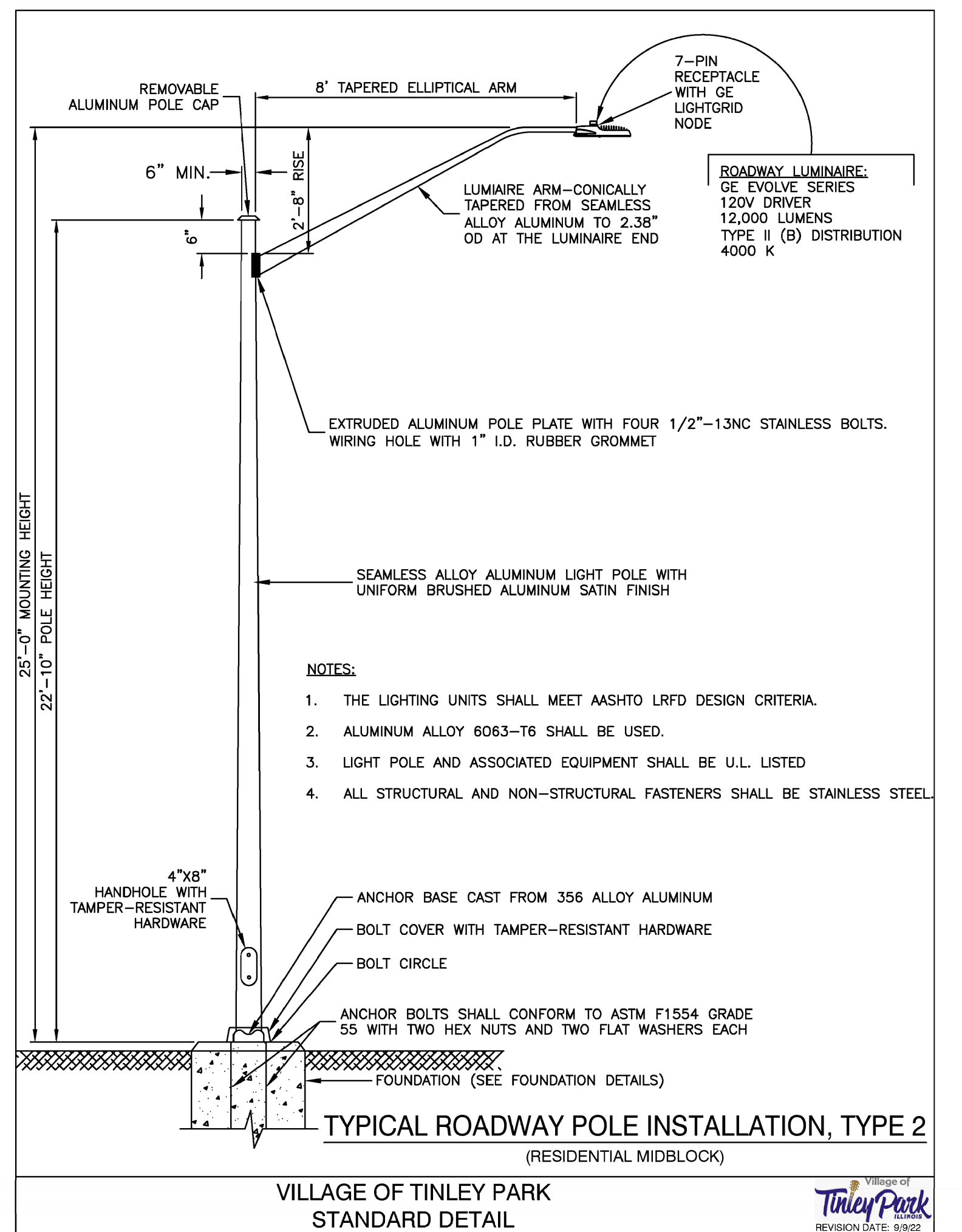
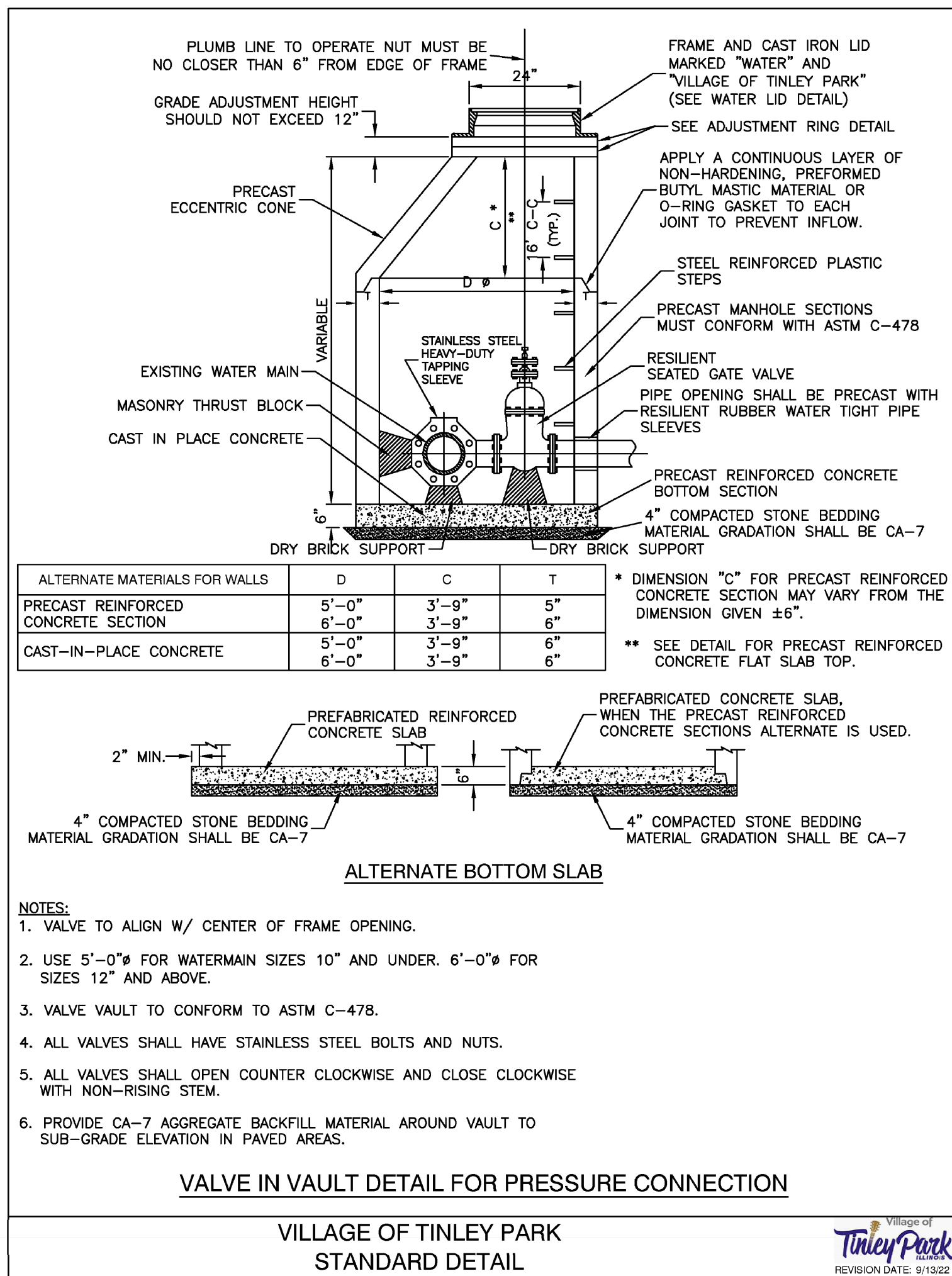
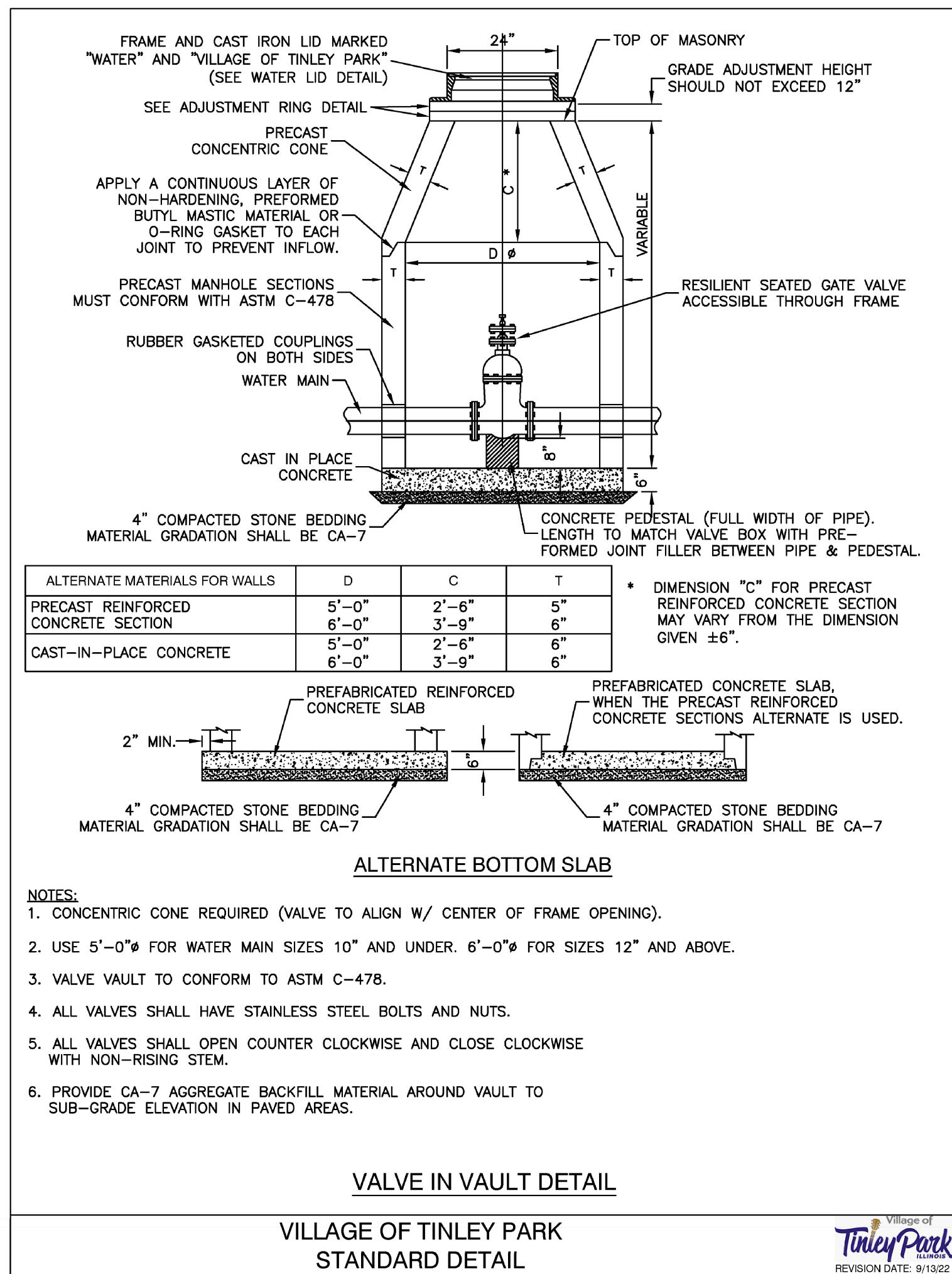
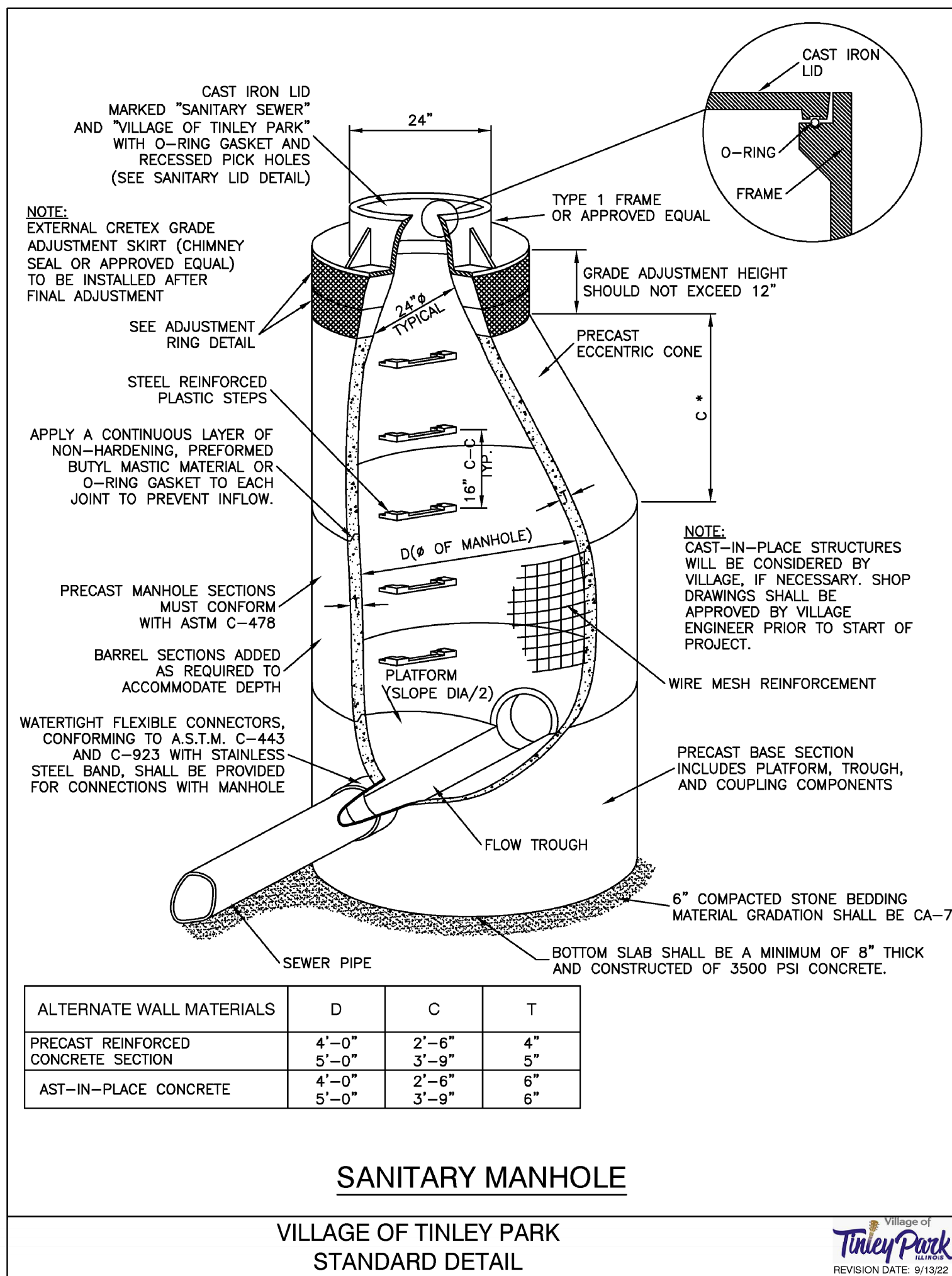
For Soil Erosion Control & Sedimentation Control Measures

KEY CONTROL MEASURES	TYPE OF CONTROL MEASURES
1. Temporary Seeding	Vegetative Soil Cover Measures
2. Permanent Seeding	Vegetative Soil Cover Measures
3. Sodding	Vegetative Soil Cover Measures
4. Mulching	Non-Vegetative Soil Cover Measures
5. Aggregate Cover	Non-Vegetative Soil Cover Measures
6. Curb & Gutter	Non-Vegetative Soil Cover Measures
7. Paving	Non-Vegetative Soil Cover Measures
8. Lined Channel	Non-Vegetative Soil Cover Measures
9. Pipe Drop Spillway	Non-Vegetative Soil Cover Measures
10. Rip Rap	Non-Vegetative Soil Cover Measures
11. Slope Drain	Non-Vegetative Soil Cover Measures
12. Energy Dissipator	Non-Vegetative Soil Cover Measures
13. Storm Sewer	Water & Grade Control Measures
14. Catch Basin, Drain Inlet	Water & Grade Control Measures
15. Straw Bale Filter	Sediment Control Measures
16. Sediment Basin	Sediment Control Measures
17. Stabilized Construction Entrance	Sediment Control Measures
18. Undisturbed Vegetation	Site Management Measures
19. Stripping & Stockpiling	Site Management Measures
20. Finish Grading	Site Management Measures
21. Silt Fence	Site Management Measures

Seeding Mulching & Fertilizers

Seed mixture shall be Kentucky bluegrass (spread at a rate of 90 lbs/acre) and perennial ryegrass (spread at a rate of 30 lbs/acre)
Straw mulching shall be spread at a rate of two bales per 1000 square feet.
Fertilizers (N, P, K, and K₂O) shall be spread at a rate of 130 lbs/acre.
Temporary seeding shall be a mixture of perennial ryegrass (spread at a rate of 30 lbs/acre) and oats (spread at a rate of 30 lbs/acre).
Temporary mulching for the topsoil stockpile shall be spread at a rate of 6 bushels per acre.
FOR DETAILS REFER TO THE "ILLINOIS URBAN MANUAL"





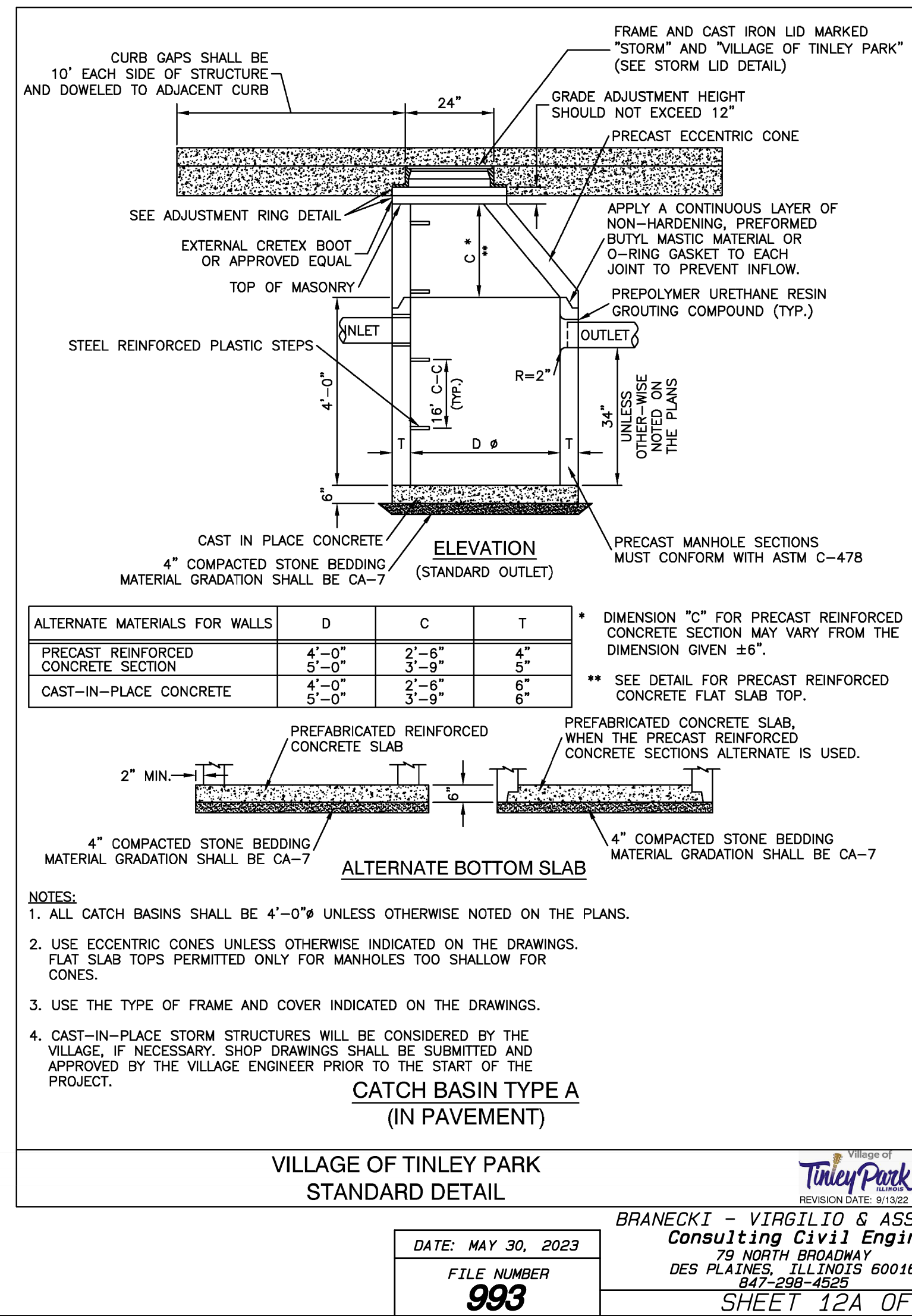
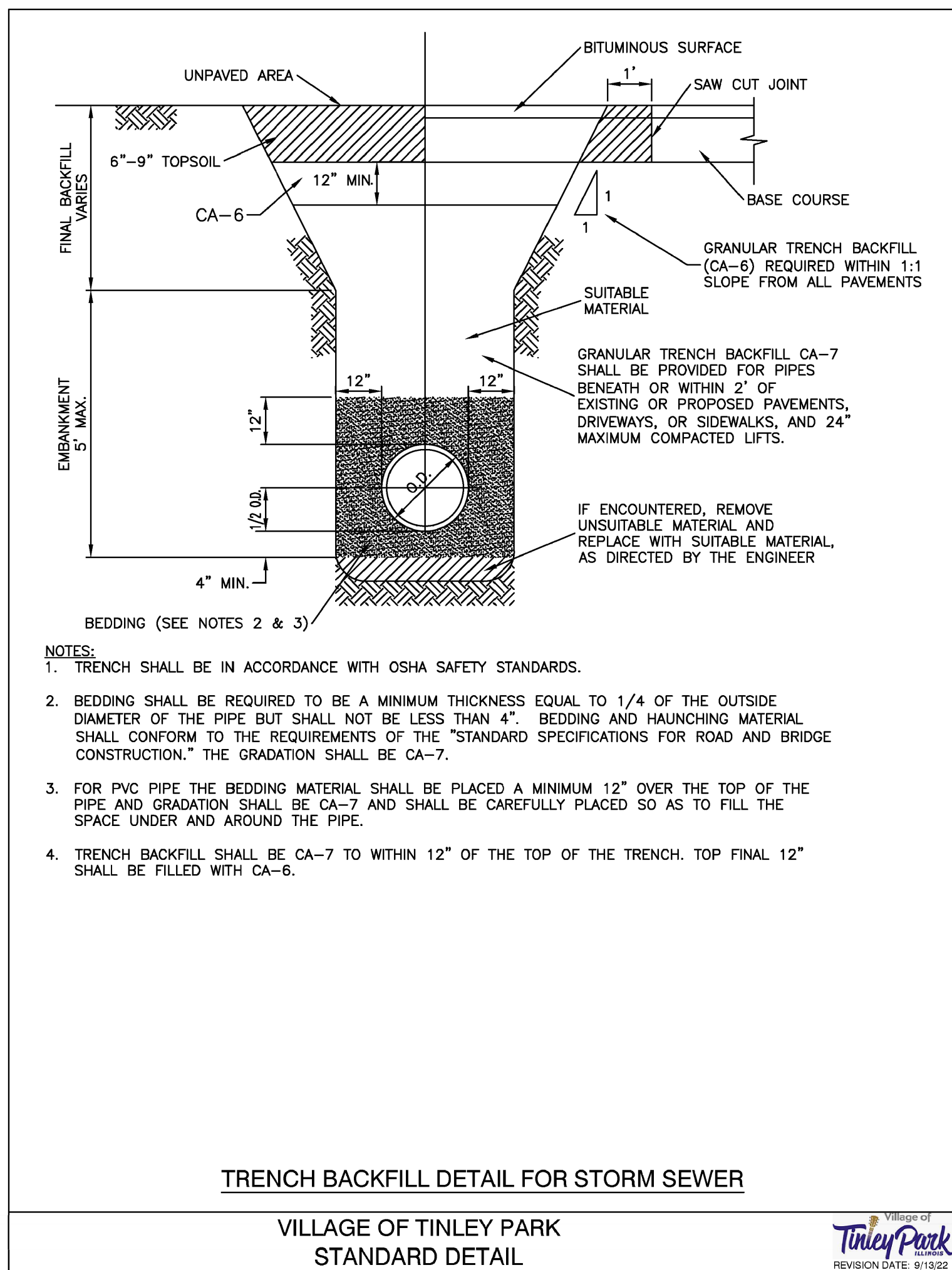
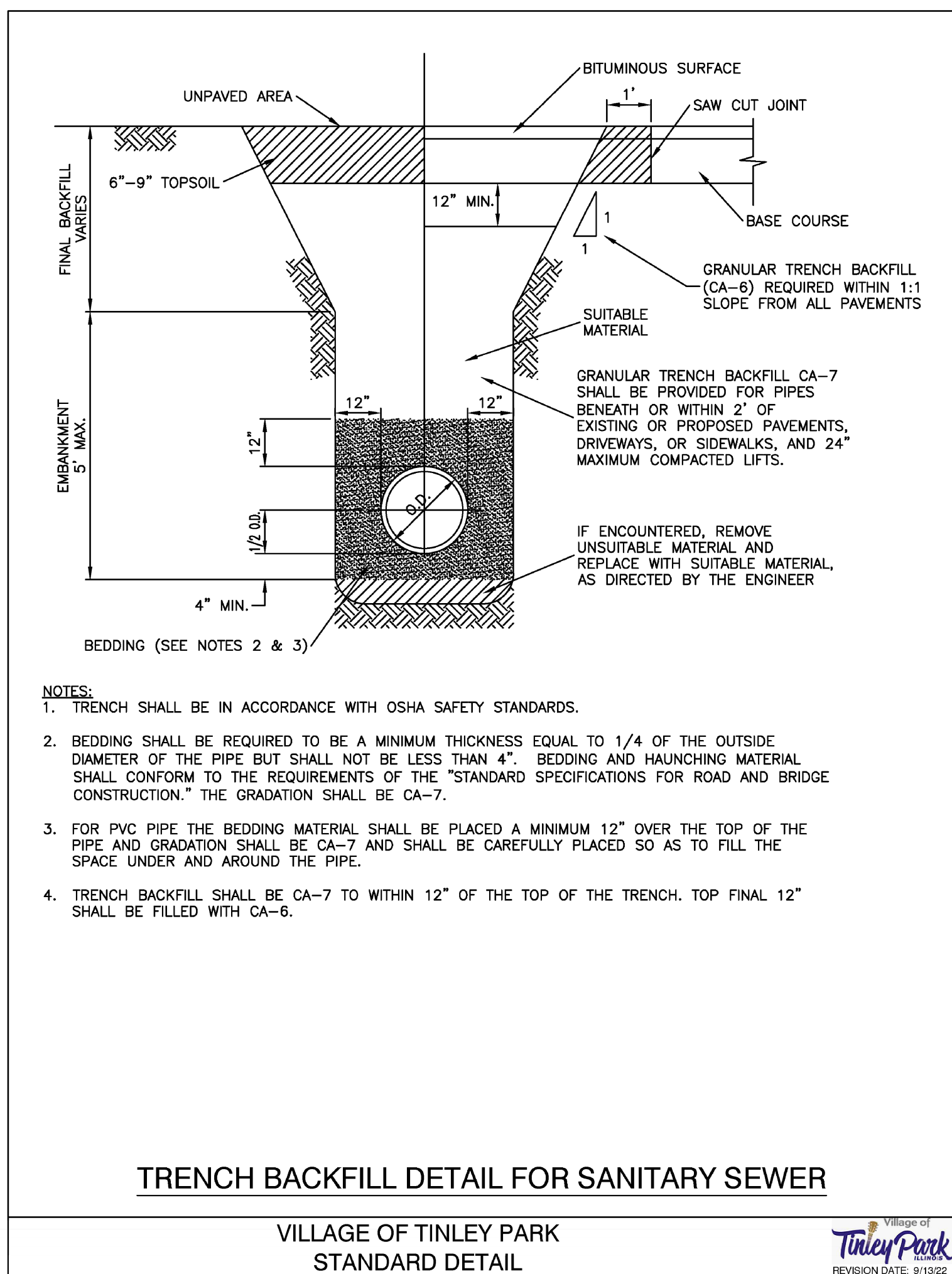
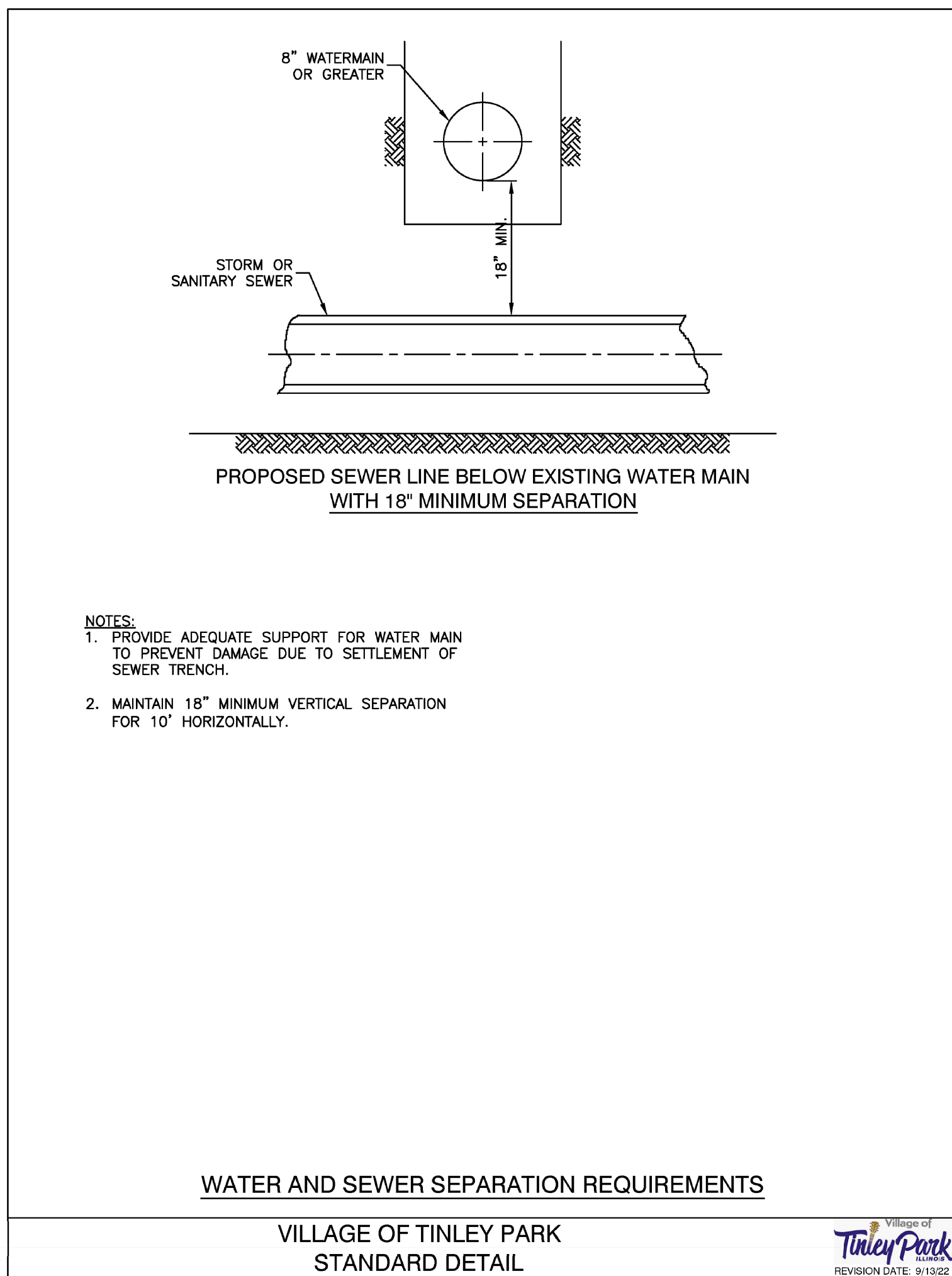
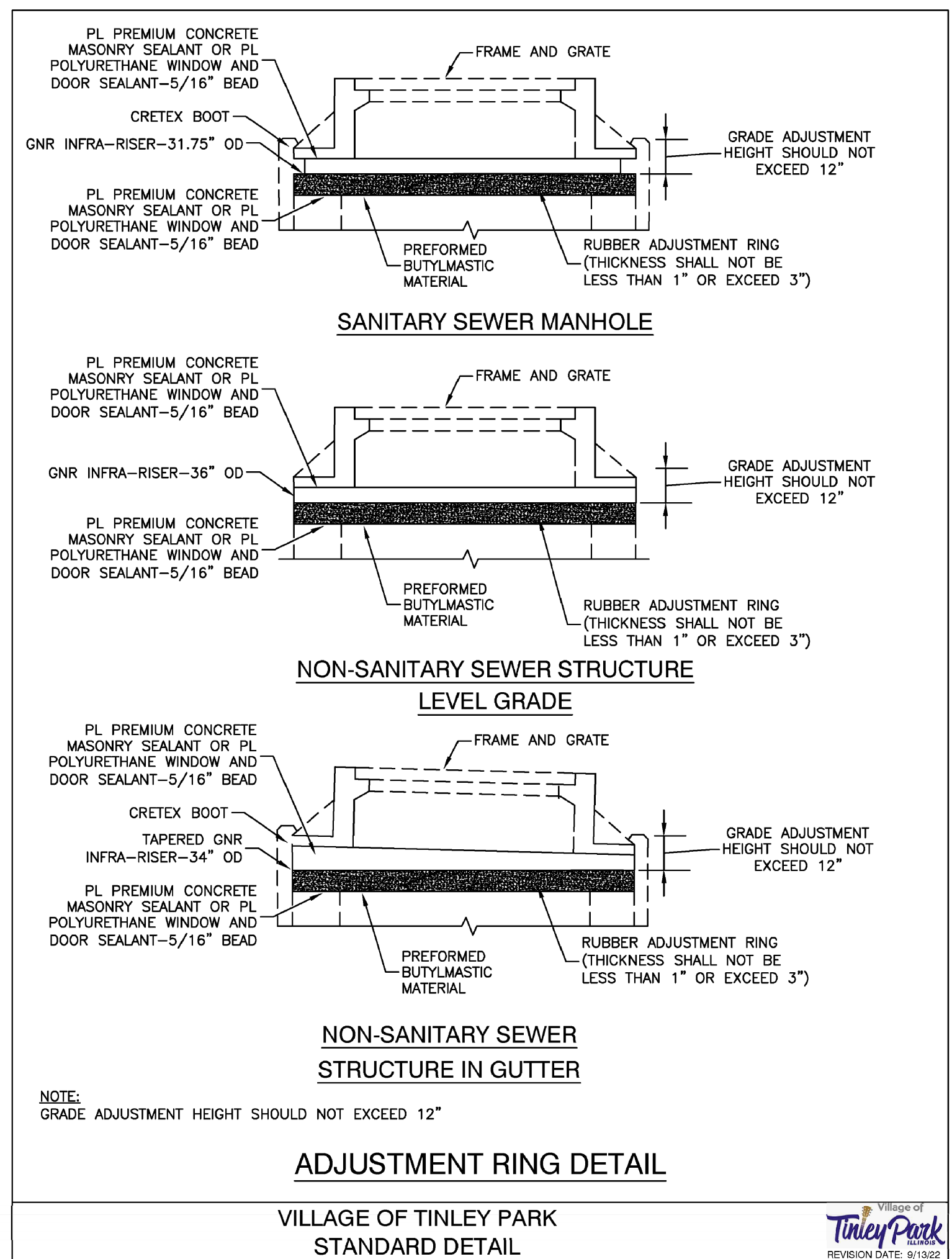
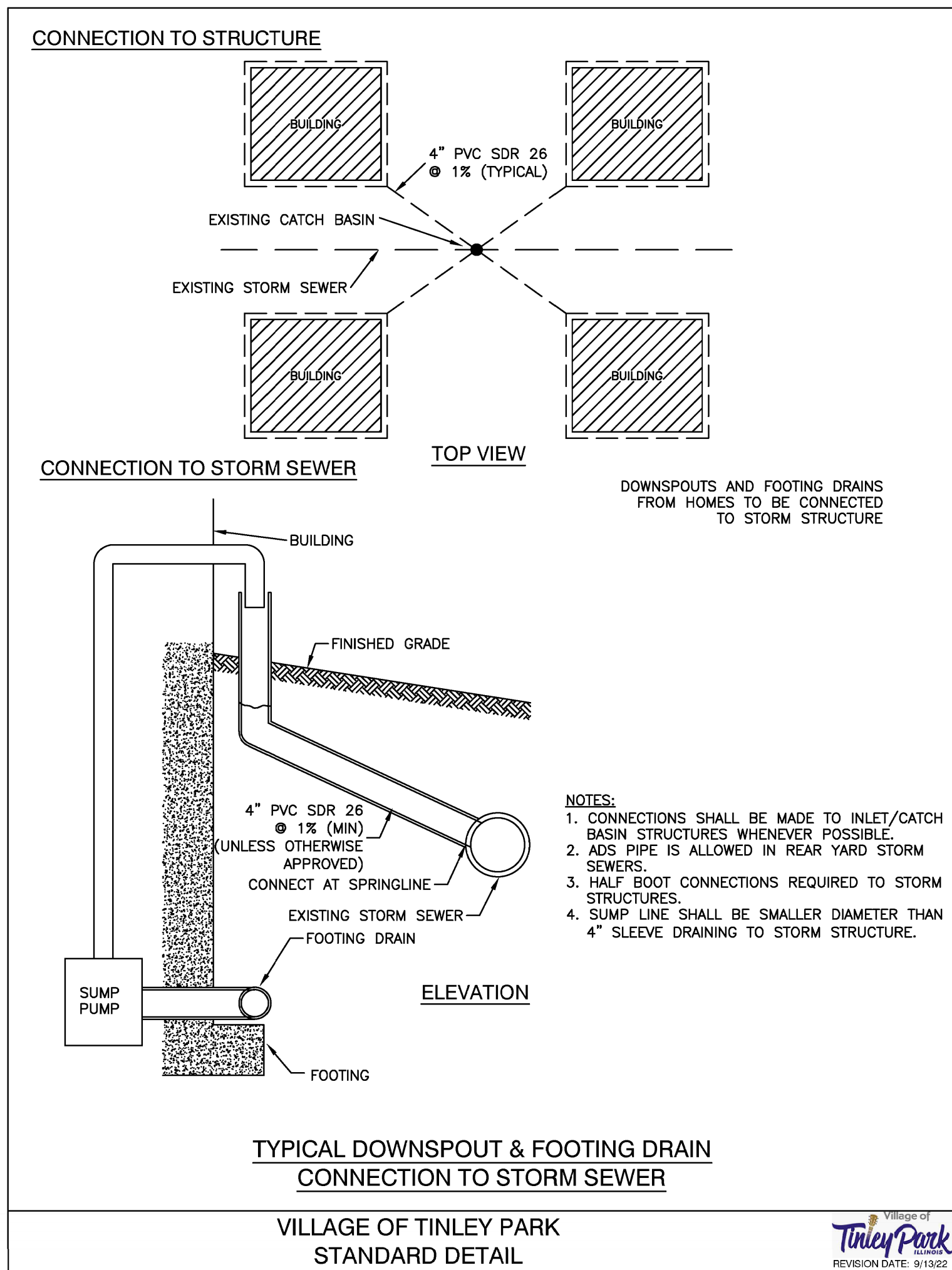
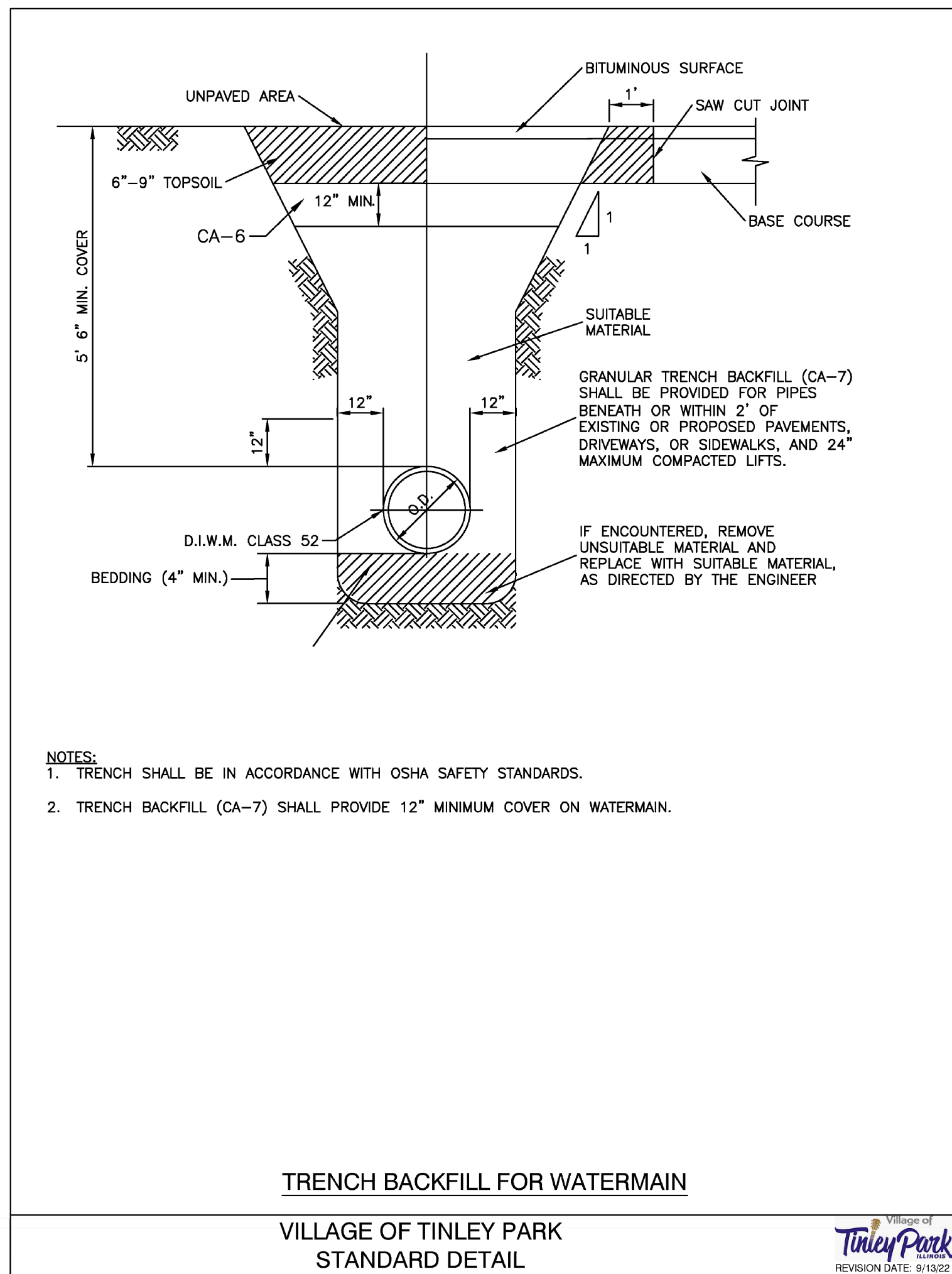
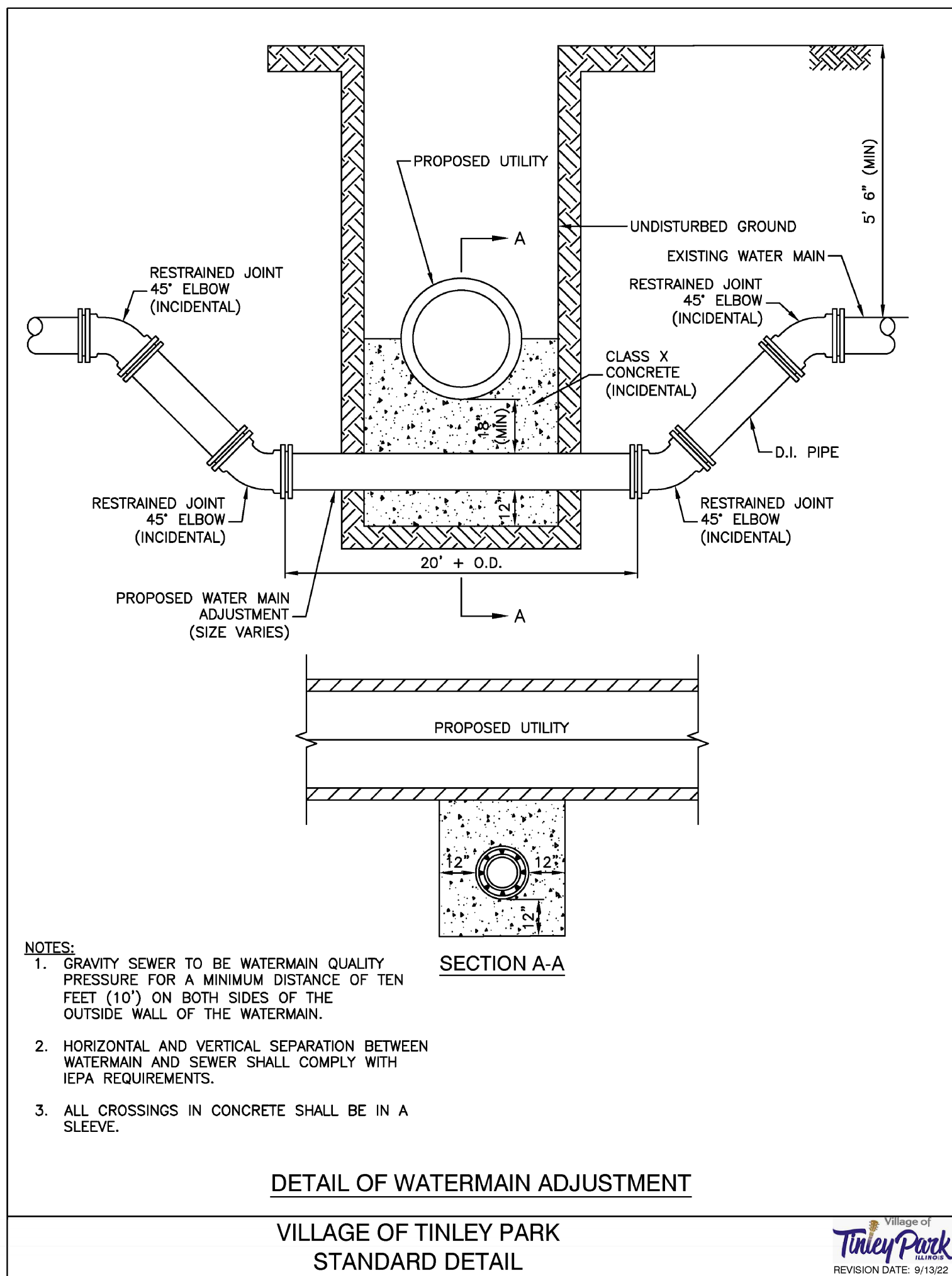
DATE: MAY 30, 2023

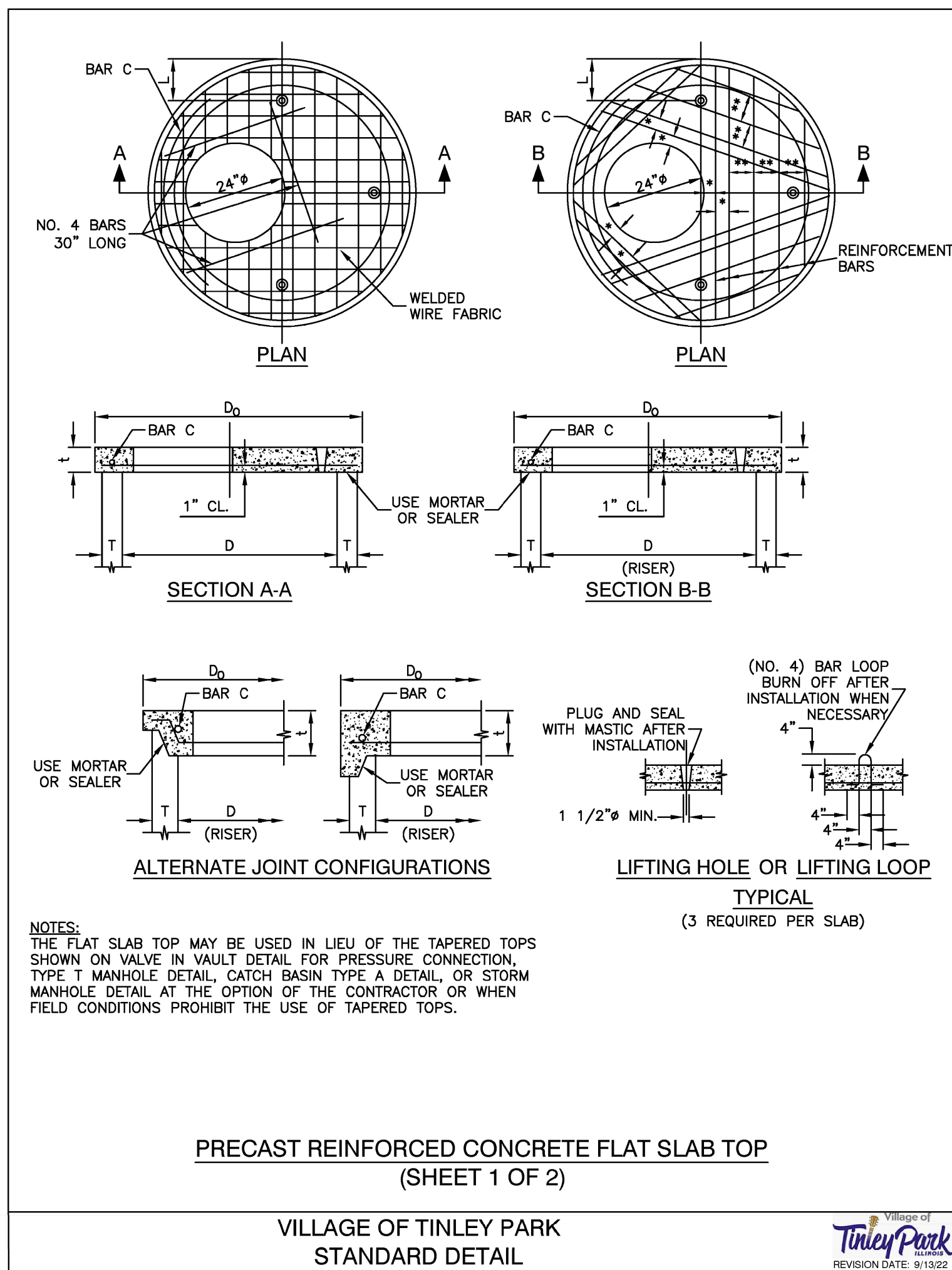
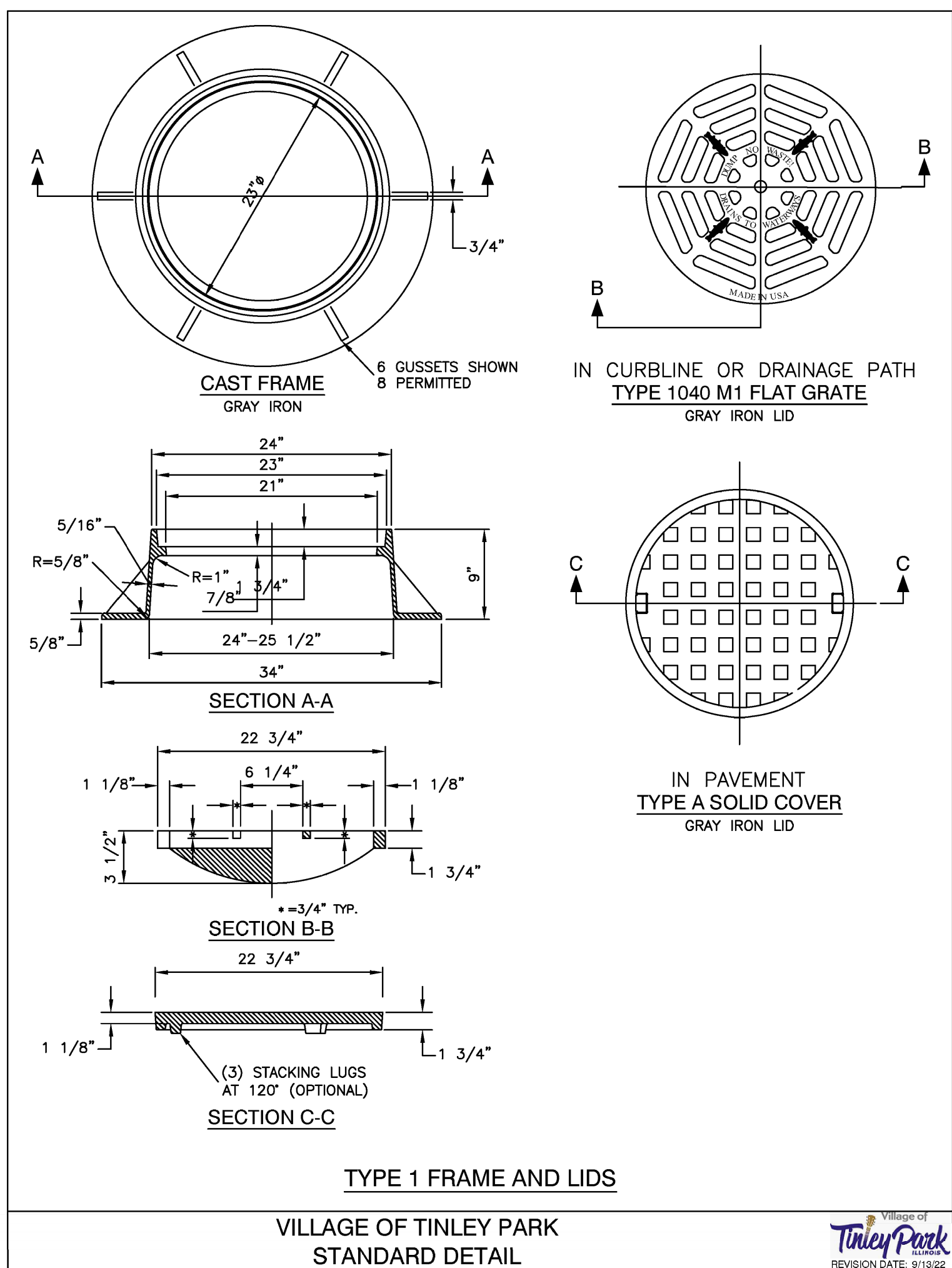
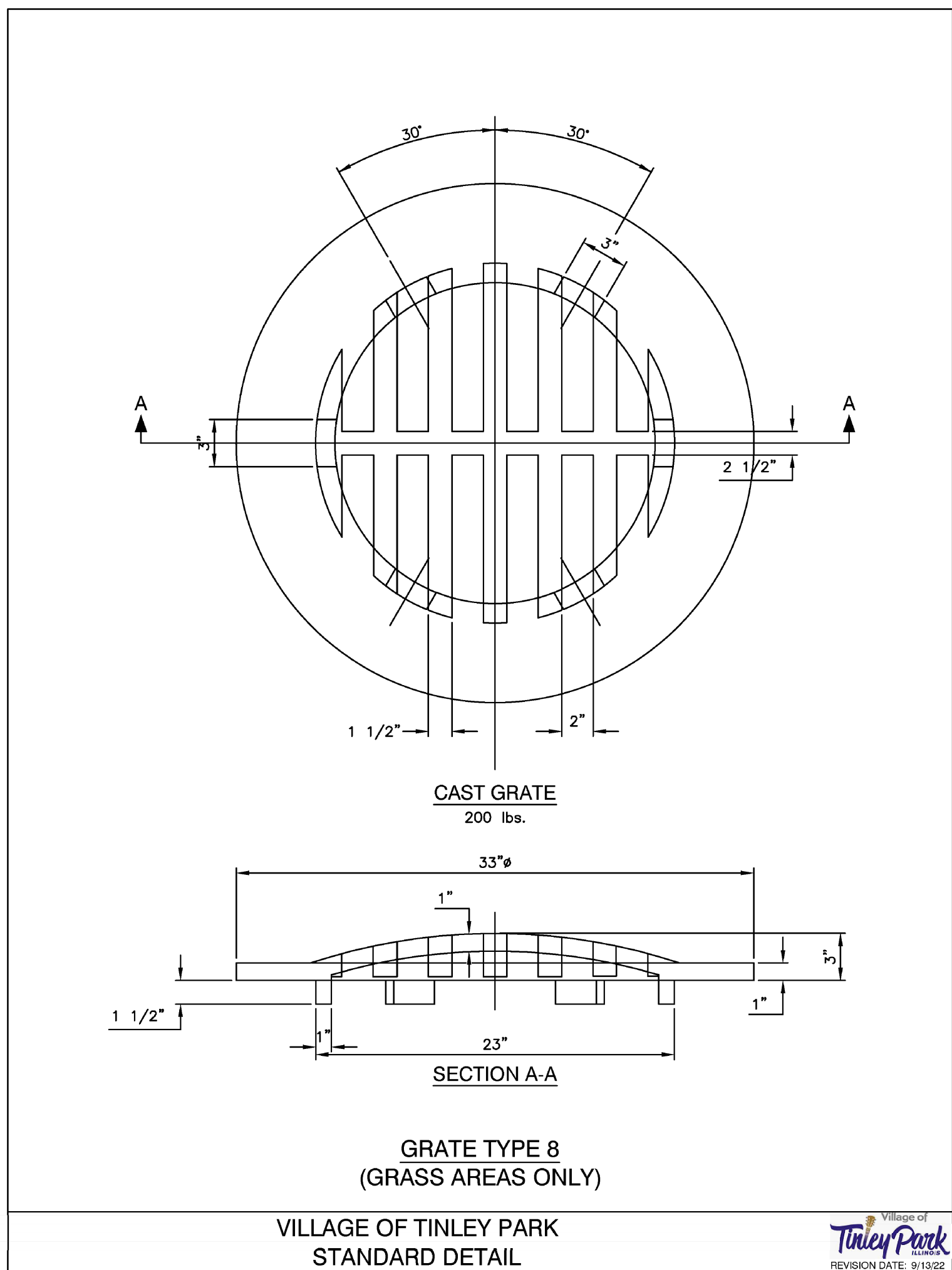
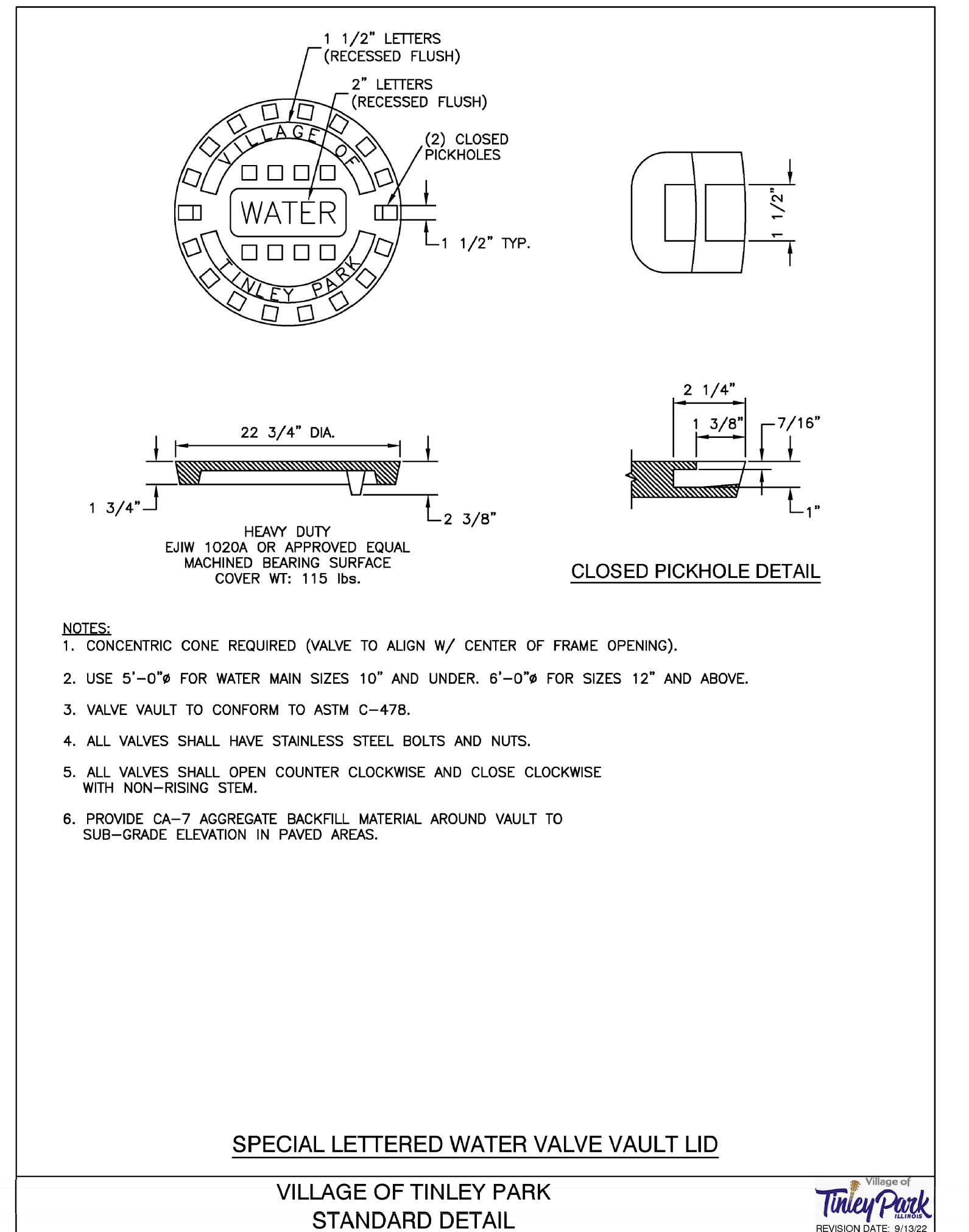
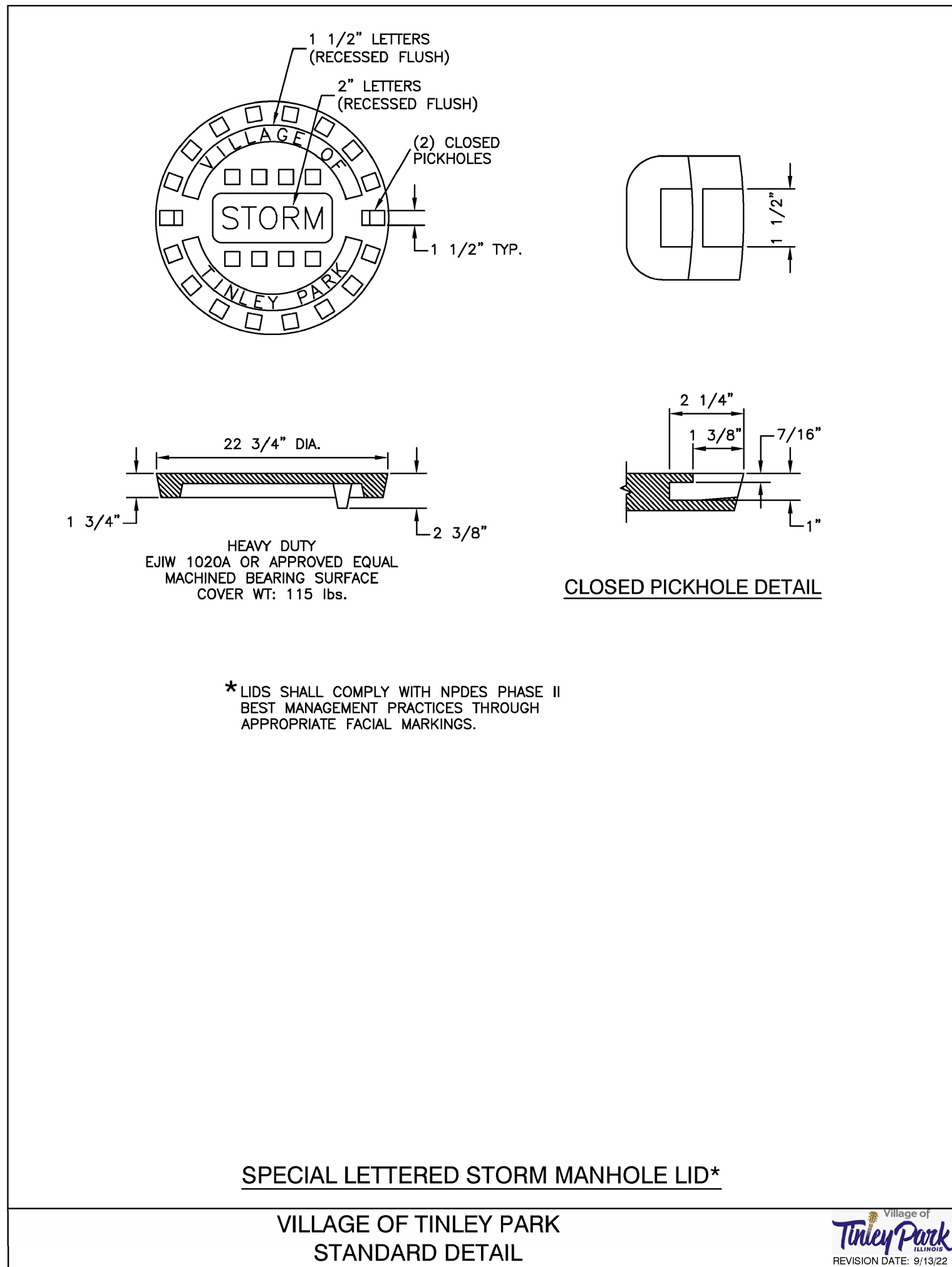
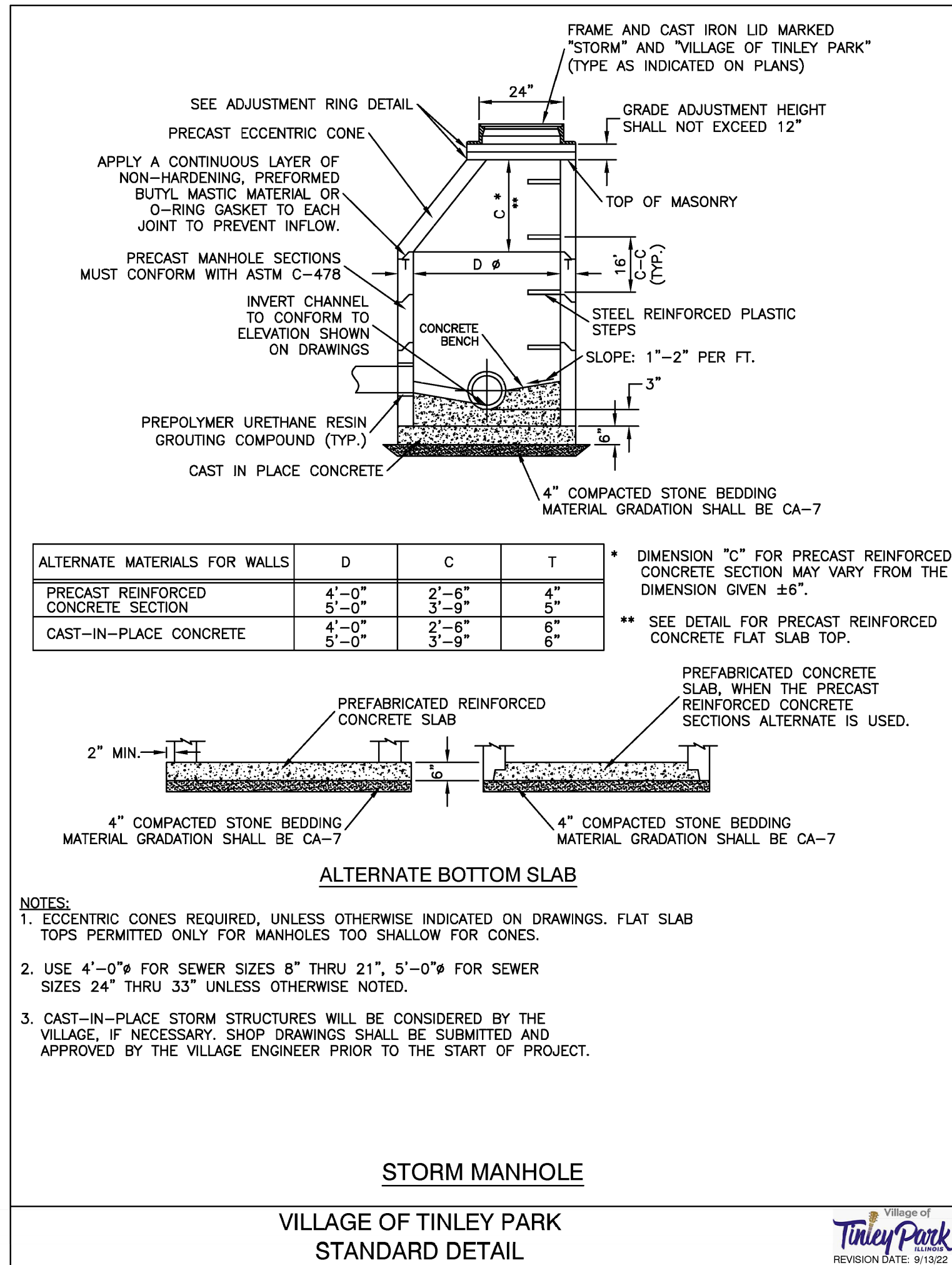
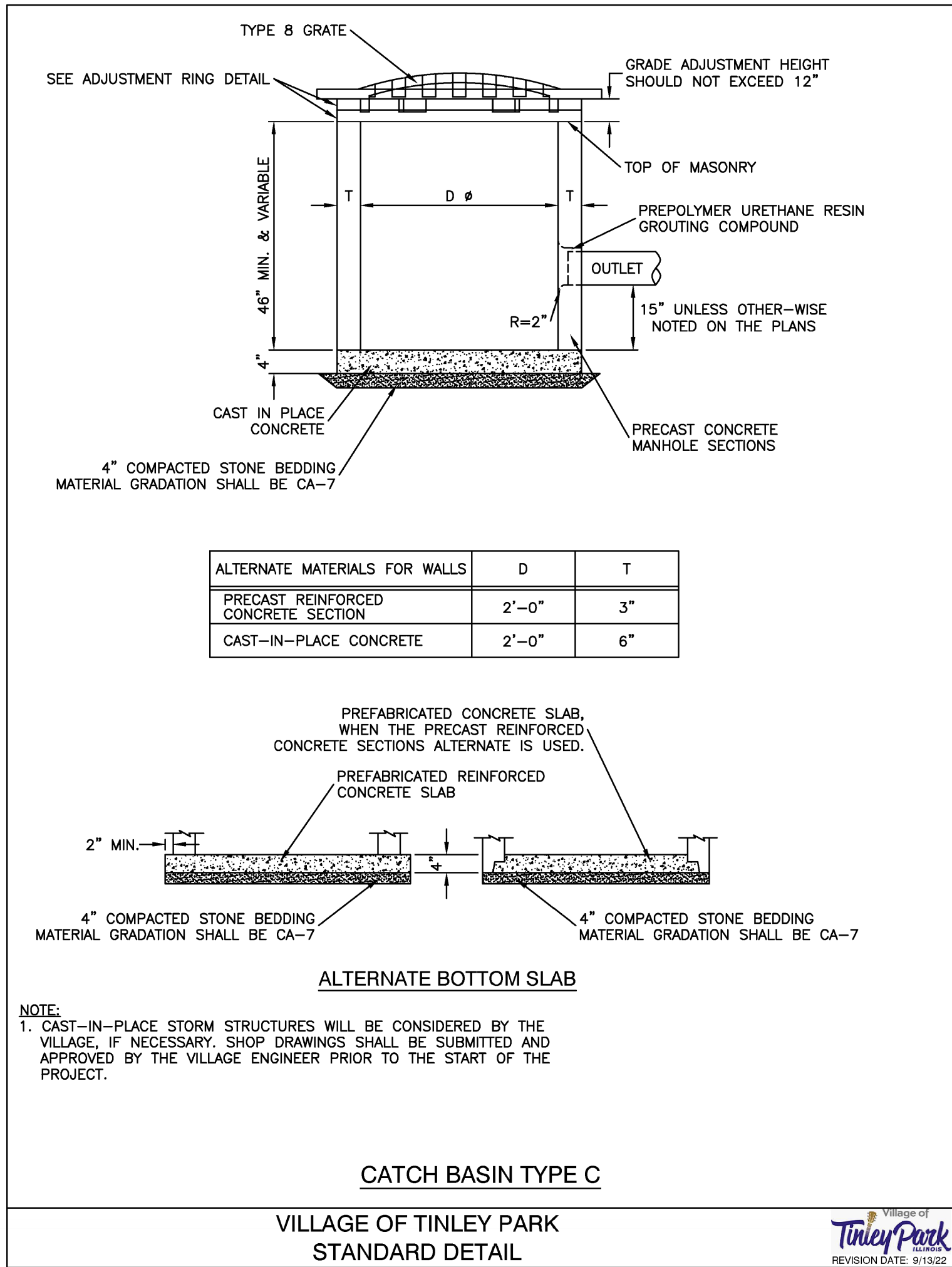
FILE NUMBER

993

BRANECKI - VIRGILIO & ASSOCIATES
Consulting Civil Engineers
79 NORTH BROADWAY
DES PLAINES, ILLINOIS 60016
847-298-4625

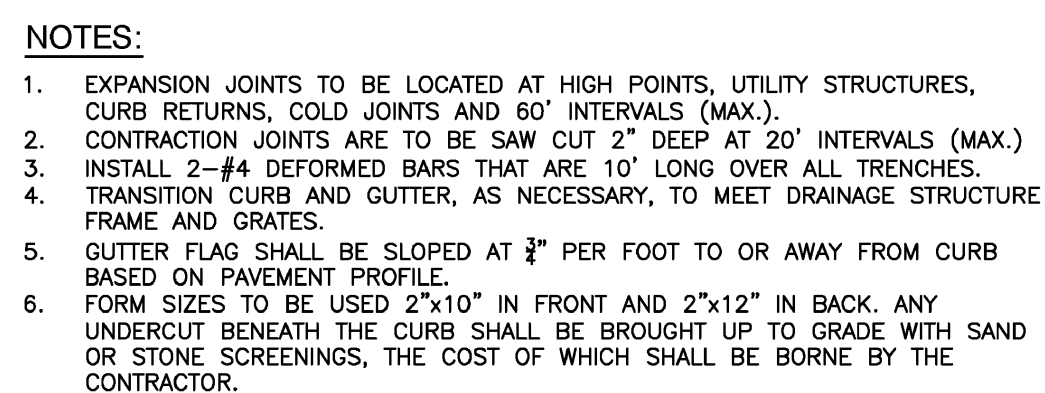
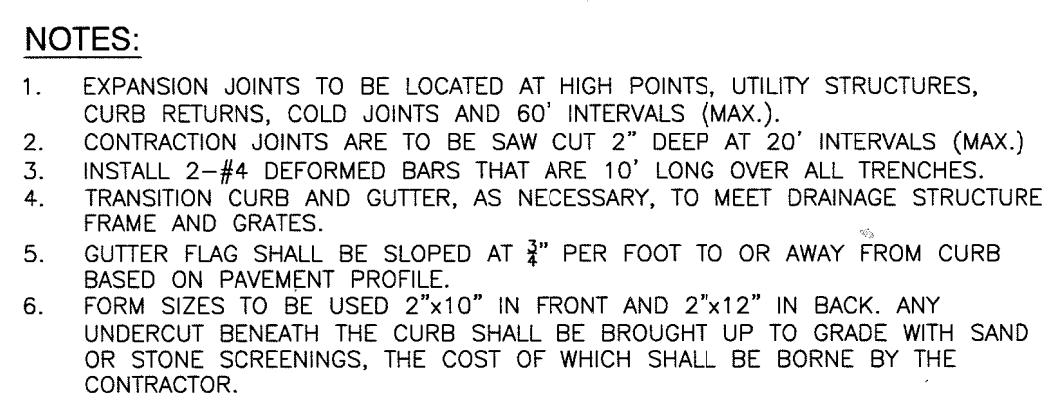
SHEET 12 OF 20





- △ FRAME AND GRATE TYPE
- MANHOLES - I.D.O.T. REQUIREMENTS, STANDARD 2213-4 FRAME AND CLOSED LID
 - INLETS & INLET MANHOLES IN CURB - USE NEENAH R-3501-P FRAME AND GRATE OR APPROVED EQUAL
 - INLETS & INLET MANHOLES IN GRASSED AREAS - USE NEENAH R-4340-B GRATE OR APPROVED EQUAL
 - INLETS & INLET MANHOLES IN 8'-6" 12" - USE NEENAH R-3502-D2 FRAME AND GRATE OR APPROVED EQUAL

DETAILS			
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525			
SCALE: N.T.S.	REVISIONS		
DRAWN BY:			
DATE: MAY 30, 2023			
FILE NUMBER 993			
	SHEET 12B OF 20		

VILLAGE OF TINLEY PARK
STANDARD DETAIL

VILLAGE OF TINLEY PARK
STANDARD DETAIL



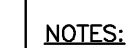
- (A) PORTLAND CEMENT CONCRETE, 5"
- (B) AGGREGATE BASE COURSE, TYPE B, 4"

NOTES:

1. AGGREGATE BASE COURSE SHALL BE CA-6.
2. PREMOULDED EXPANSION JOINTS SHALL BE PROVIDED:
 - a. AT PROPERTY LINES WHEN CONSTRUCTED AGAINST EXISTING SIDEWALK.
 - b. AT SIDEWALK INTERSECTIONS.
 - c. AGAINST DRIVEWAYS, CURB AND GUTTER AND BUILDINGS.
 - d. EVERY 50 FEET.
3. TOOLED CONTRACTION JOINTS SHALL BE PROVIDED EVERY 5 FEET.
4. TWO (2) #4 REBAR 10 FEET IN LENGTH SHALL BE PROVIDED OVER ALL UTILITY TRENCHES.
5. AT DRIVEWAYS, THICKNESS SHALL BE A MINIMUM OF 7 INCHES THICK.
6. WIDTH SHALL BE 6 FEET (6') IN COMMERCIAL AND INDUSTRIAL DISTRICTS.
7. SIDEWALK STUBS SHALL ONLY BE LOCATED AT INTERSECTIONS AND ALIGN WITH FUTURE/SIDEWALK EXTENSIONS. STOP/YIELD SIGNS ARE RECOMMENDED IN THESE LOCATIONS.
8. CURB DEPRESSIONS, ADA RAMPS AND DETECTABLE WARNING SURFACES REQUIRED AT INTERSECTIONS. SEE SIDEWALK RAMP DETAILS.

TYPICAL SECTION
SIDEWALK

VILLAGE OF TINLEY PARK
STANDARD DETAIL



1. DETECTABLE WARNING SURFACES SHALL BE 2'X5' ARMOR-TILE, ADA SOLUTIONS OR APPROVED EQUAL CAST-IN-PLACE INLINE TRUNCATED DOME TILE, FEDERAL STANDARD CODE 30166 BRICK RED, A ONE INCH MINIMUM TWO INCH MINIMUM SIDE BORDER IS REQUIRED WHEN INSTALLED ON FIVE FOOT WIDE SIDEWALKS. SHALL BE PERPENDICULAR TO ALIGNMENT OF SIDEWALK.
2. FOR ADDITIONAL DETAILS, SEE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD DRAWING 424001-10, 424011-03 & 424021-04 CURB RAMPS FOR SIDEWALKS.

SIDEWALK RAMP DETAILS

VILLAGE OF TINLEY PARK
STANDARD DETAIL

NOTE: COMPACTED STONE BASE COURSE TO EXTEND FROM PROPOSED BACK OF CURB TO PROPOSED BACK OF CURB (TYP.)

NOTES:

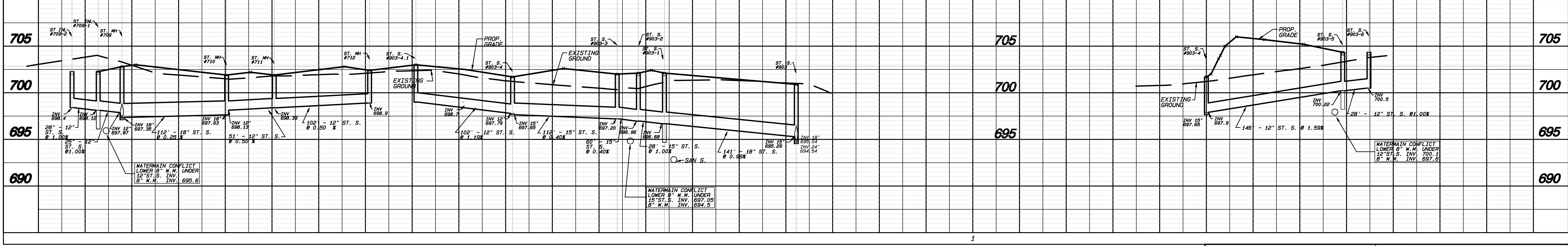
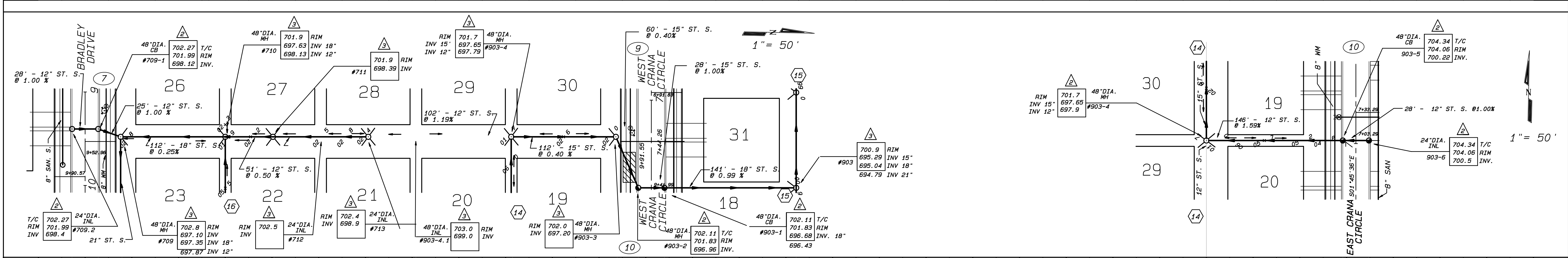
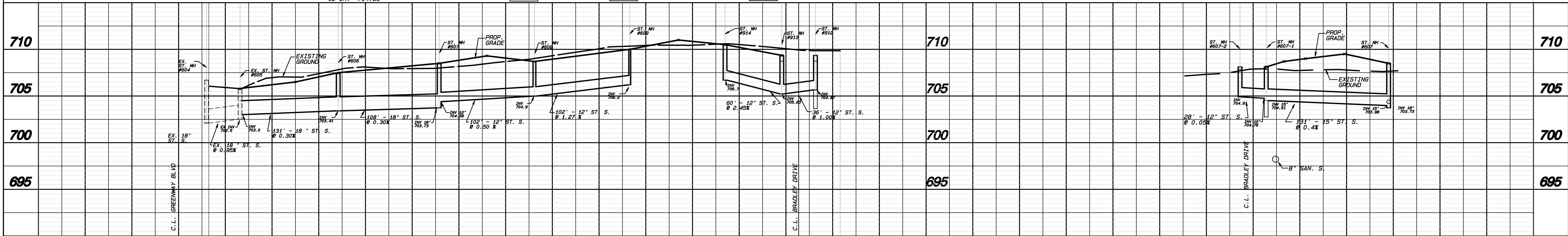
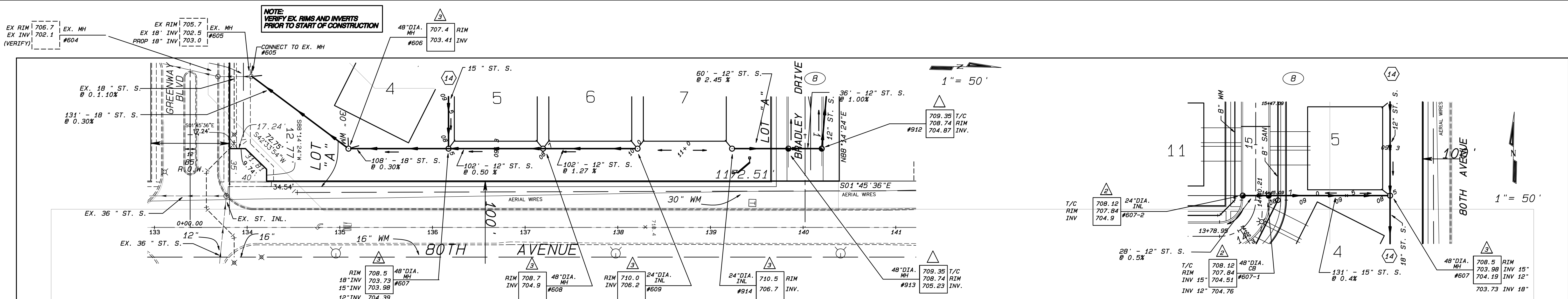
1. CURB RETURN RADII SHALL BE 25' TO B/C UNLESS OTHERWISE NOTED

DETAILS

BRANECKI - VIRGILIO & ASSOCIATES
Consulting Civil Engineers
79 NORTH BROADWAY
DES PLAINES, ILLINOIS 60016
847-298-4525

SCALE: N. T. S.	REVISIONS		
DRAWN BY:			
DATE: MAY 30, 2023			
FILE NUMBER			
993			

SHEET 12C OF 20

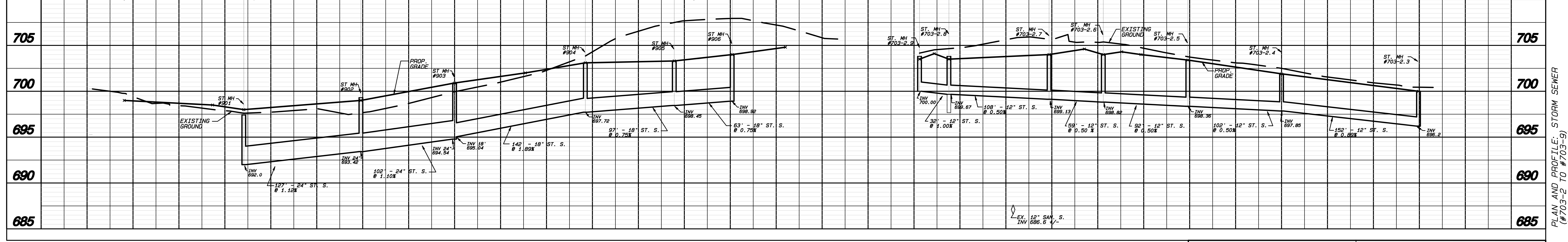
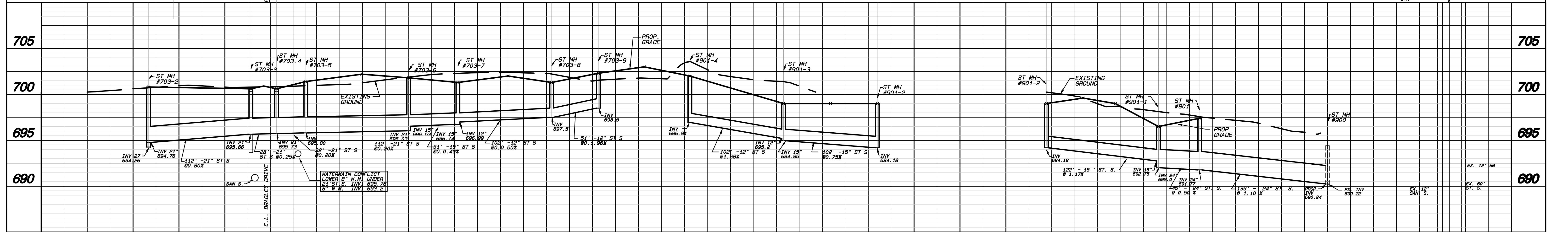


REFERS TO FRAME AND GRATE TYPE
(SEE SHEET NO. 12)


- REFERS TO STORM SEWER PLAN & PROFILE SHEET NO.
- REFERS TO GRADING PLAN SHEET NO.
- REFERS TO STREET PLAN & PROFILE SHEET NO.


REVISIONS		BRANECKI-VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016	
NOV. 30, 2022			
MAR. 9, 2023			
MAY 30, 2023			
DATE: NOV. 17, 2021		-FILE NUMBER- 993	SHEET 14 OF 20
DRAWN BY:			
SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL			


PLAN AND PROFILE: STORM SEWER
(#605 TO #609)
(#912 TO #914)
(#600 TO #602)
(#709 TO #709-2)
(#903-1 TO #903-4)
(#903-4 TO #903-6)



PLAN AND PROFILE: STORM SEWER
(#703-2 TO #703-9)
(#901-2 TO #901-4)
(#900 TO #901-2)
(#901 TO #906)
(#703-2.3 TO 703-2.9)

 REFERS TO STORM SEWER PLAN & PROFILE SHEET NO.

 REFERS TO GRADING PLAN SHEET NO.

 REFERS TO STREET PLAN & PROFILE SHEET NO.

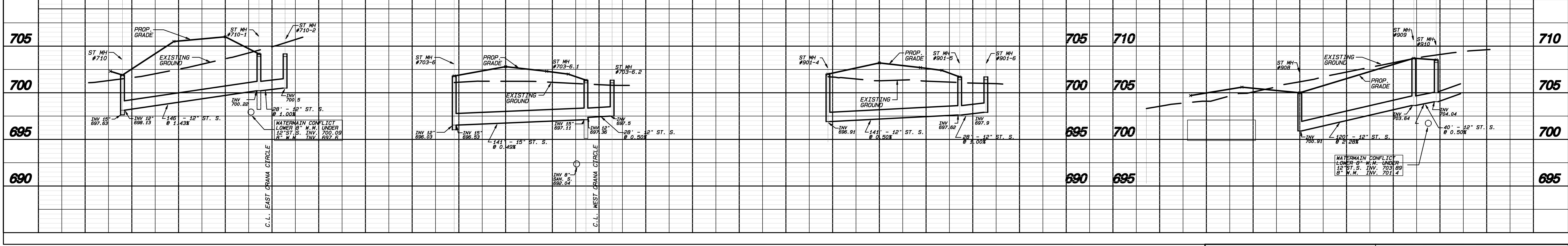
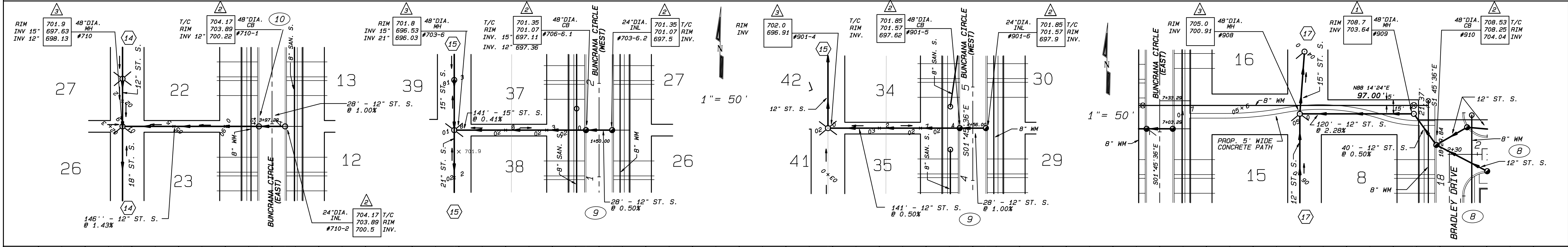
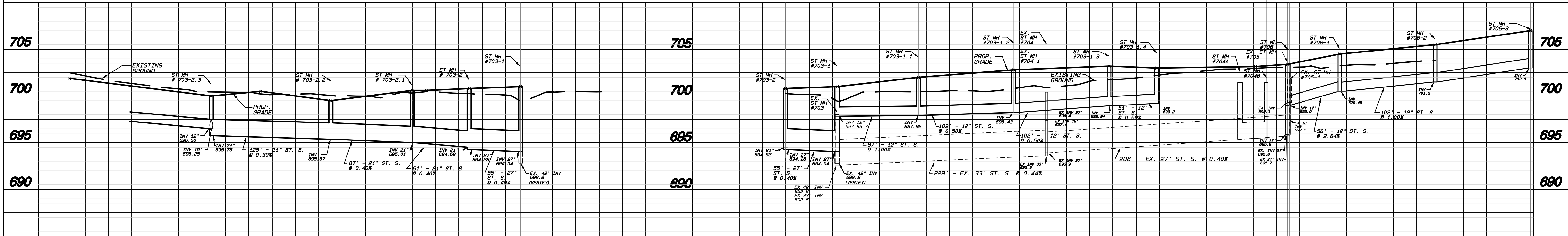
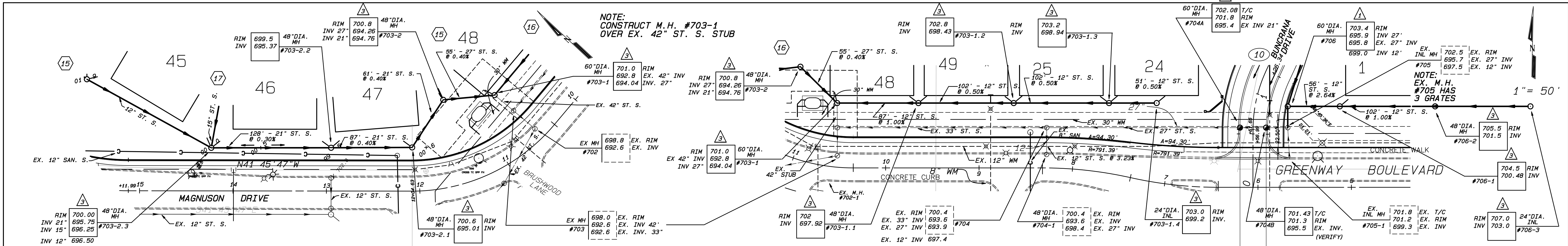
REVISIONS NOV. 30, 2022 MAR. 3, 2023 MAY 30, 2023		BRANECKI-VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016	
DATE: NOV. 17, 2022 DRAWN BY:	SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL	-FILE NUMBER- 993	SHEET 15 OF 20

NOTE:
VERIFY EX. RIMS AND INVERTS
PRIOR TO START OF CONSTRUCTION

NOTE:
VERIFY EX. RIMS AND INVERTS
ELEVATIONS OF EXISTING UTILITIES
PRIOR TO START OF CONSTRUCTION

NOTE:
CONSTRUCT M.H. #703-1
OVER EX. 42" ST. S. STUB

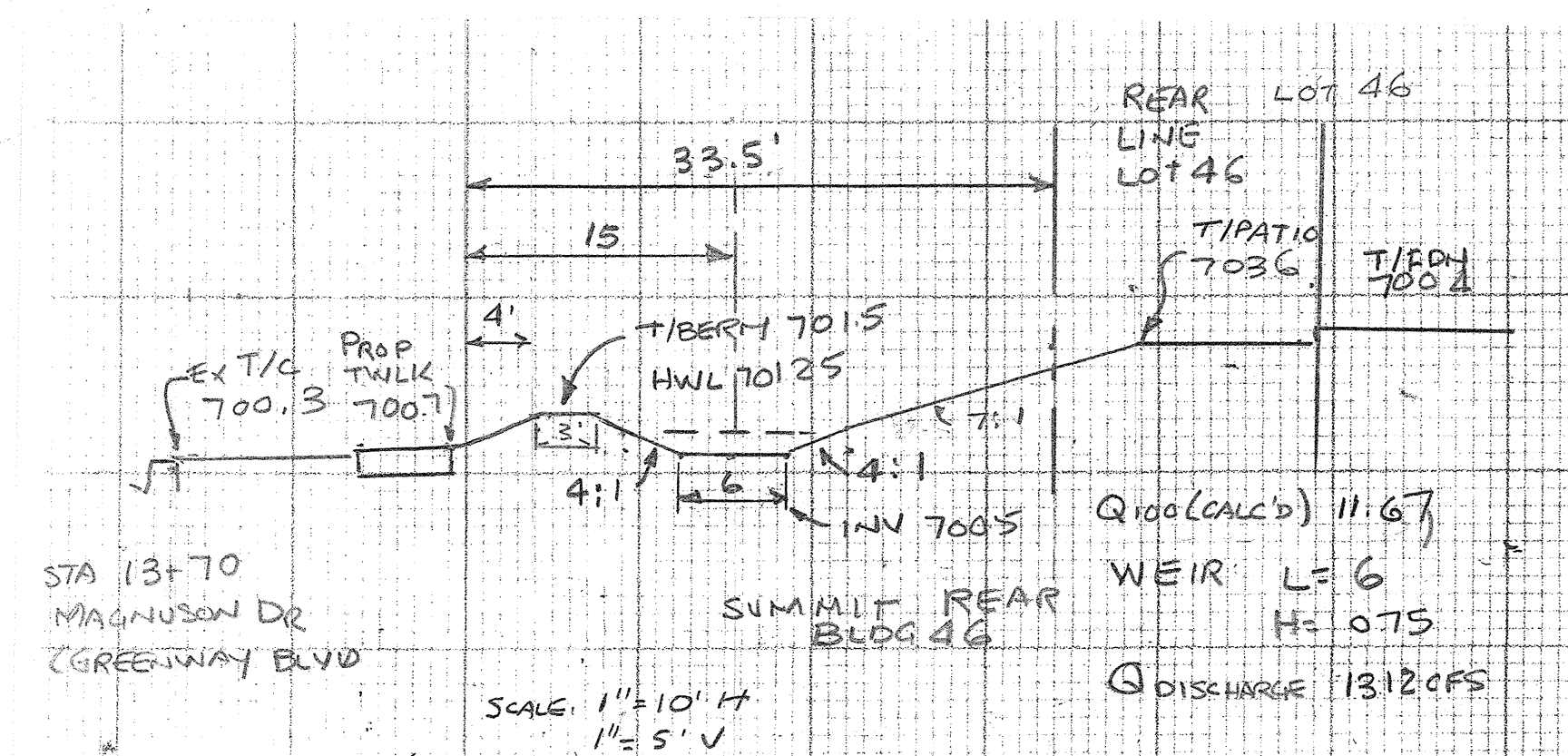
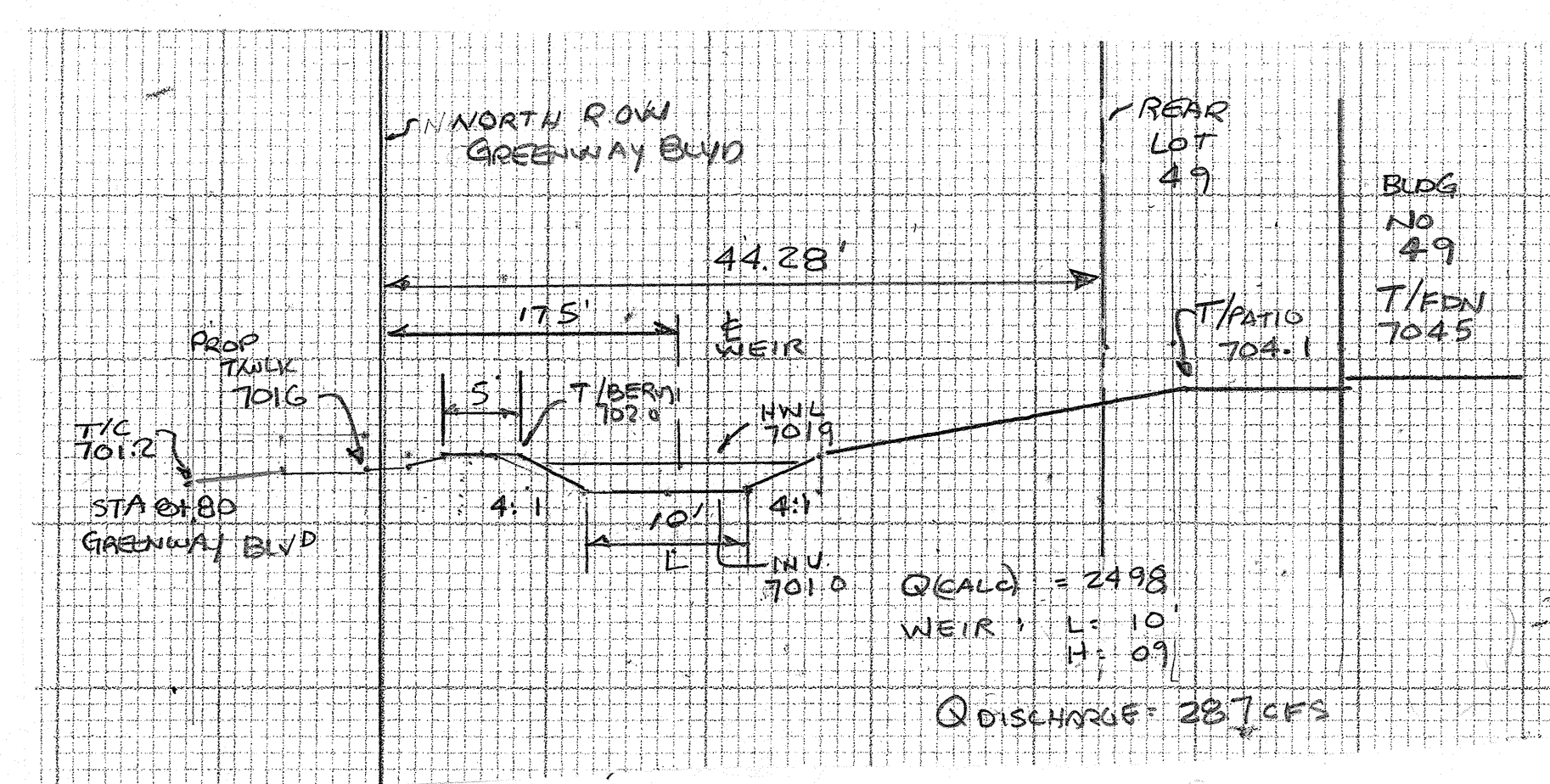
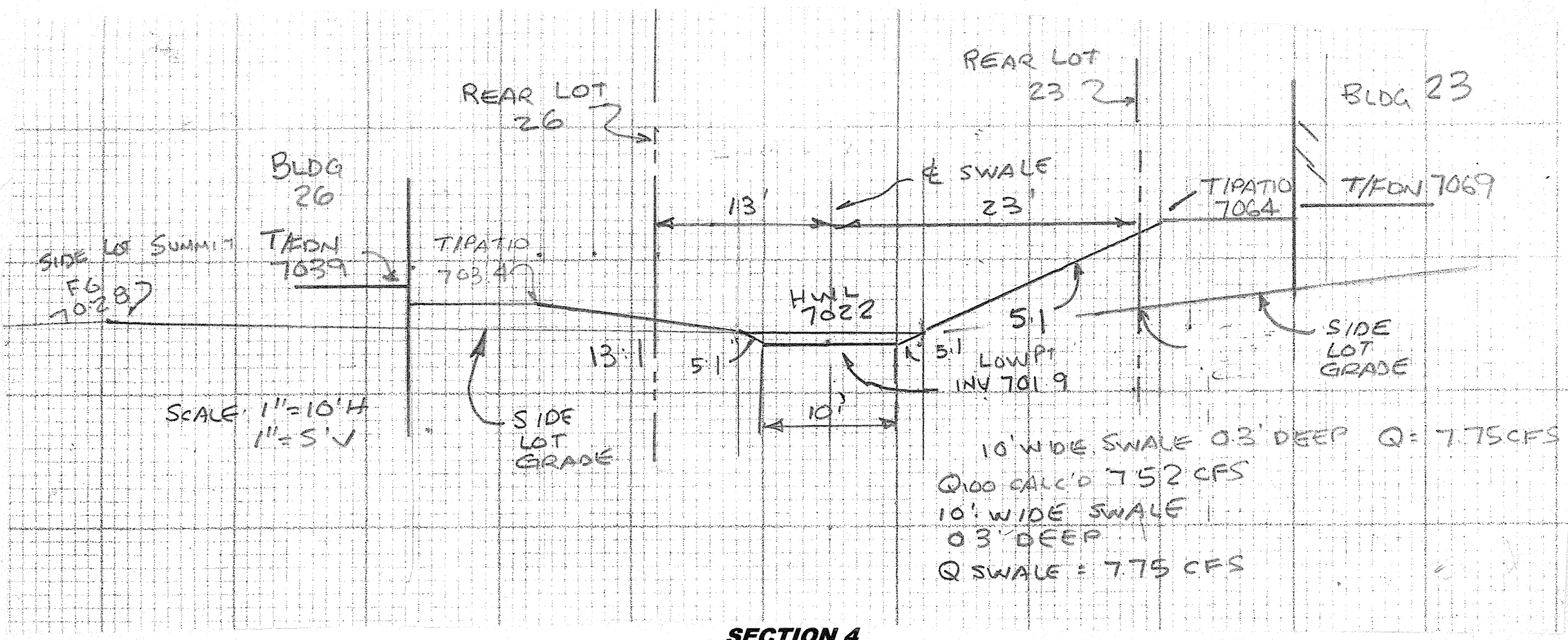
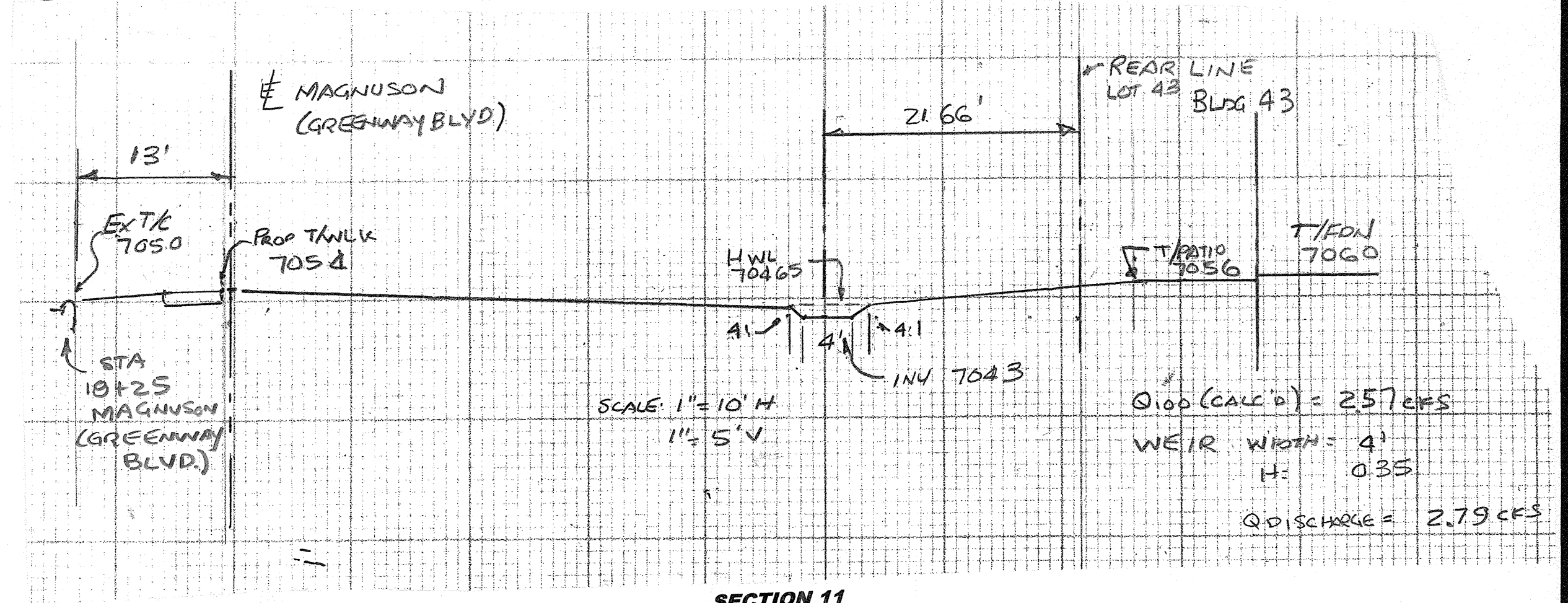
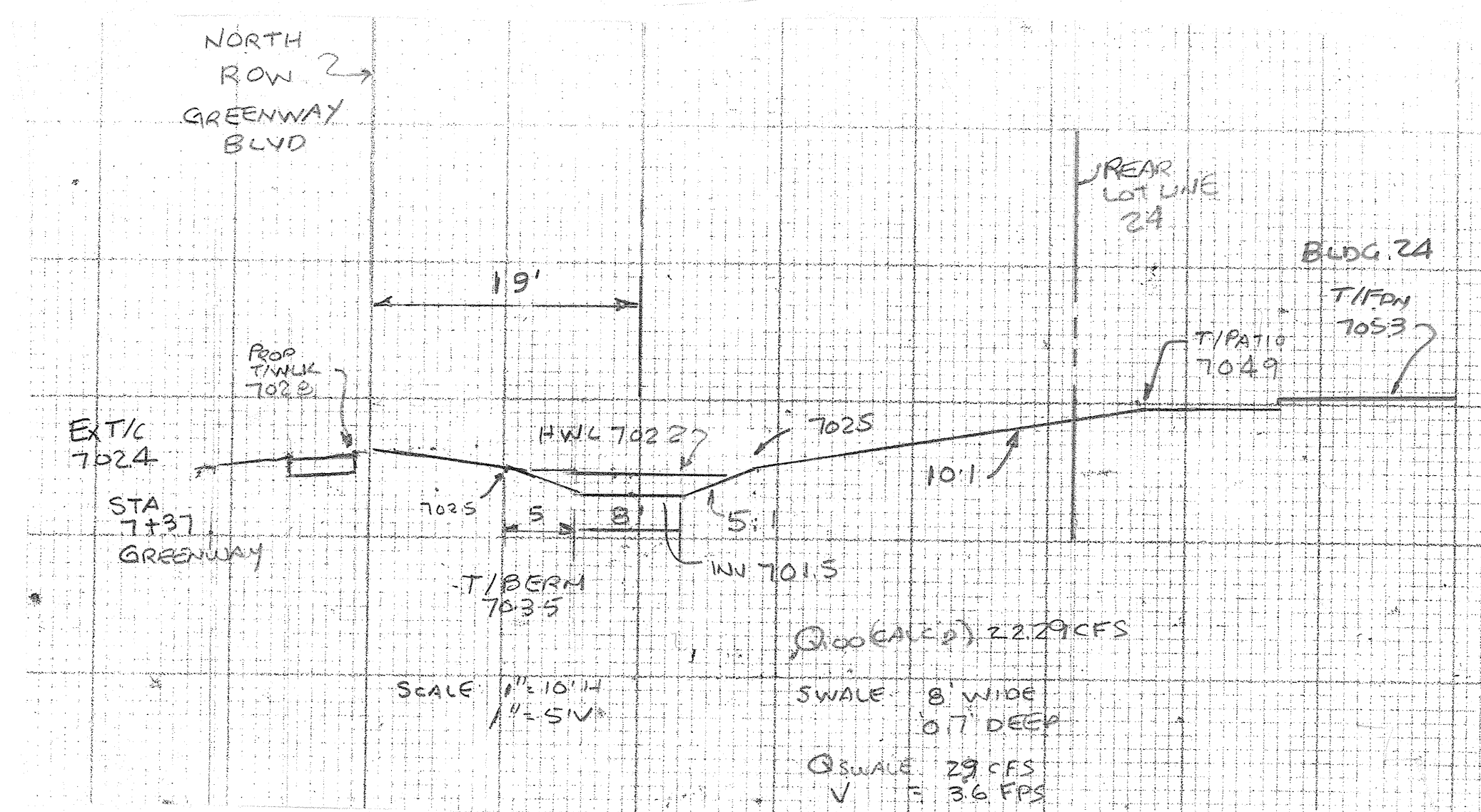
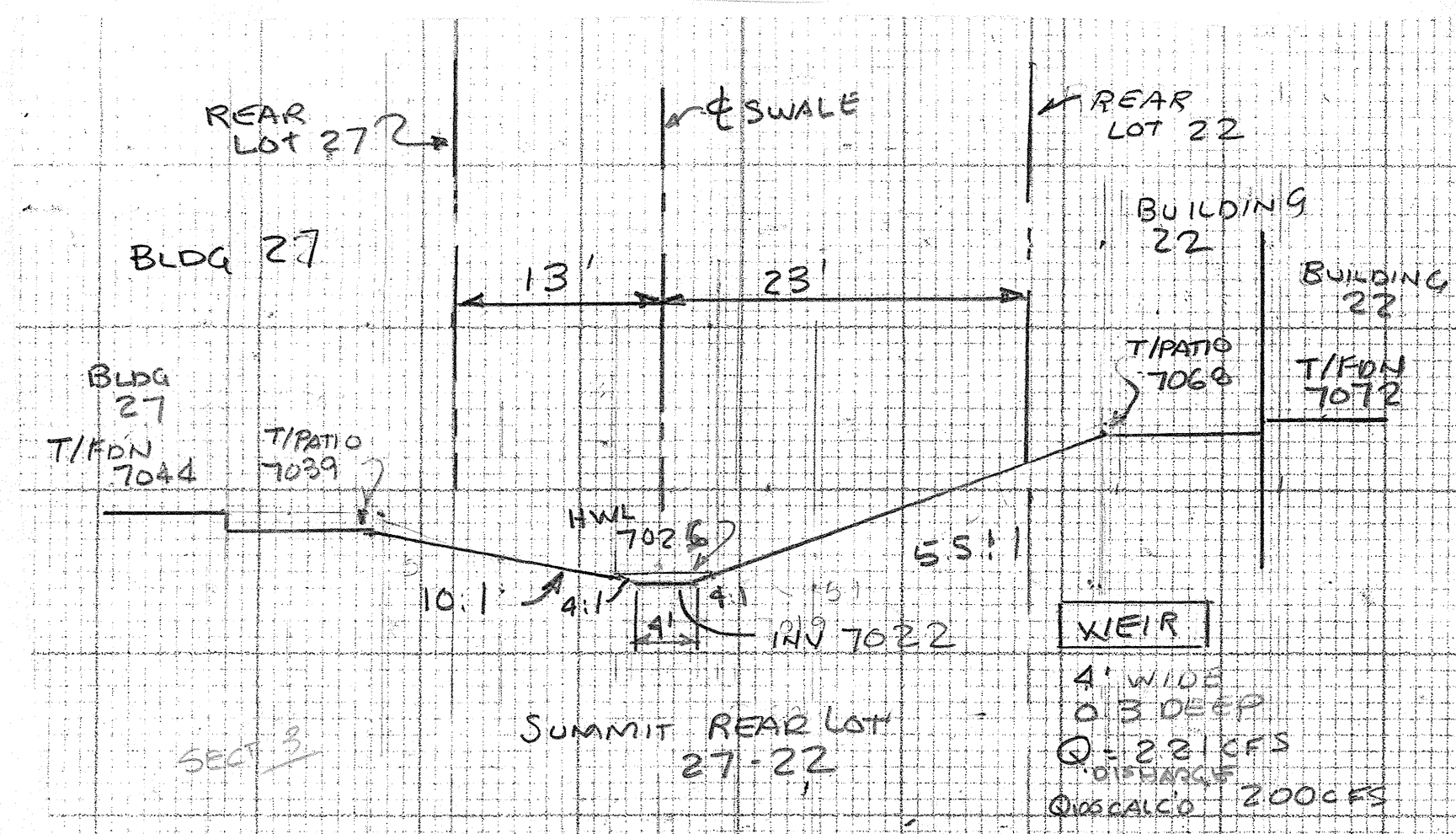
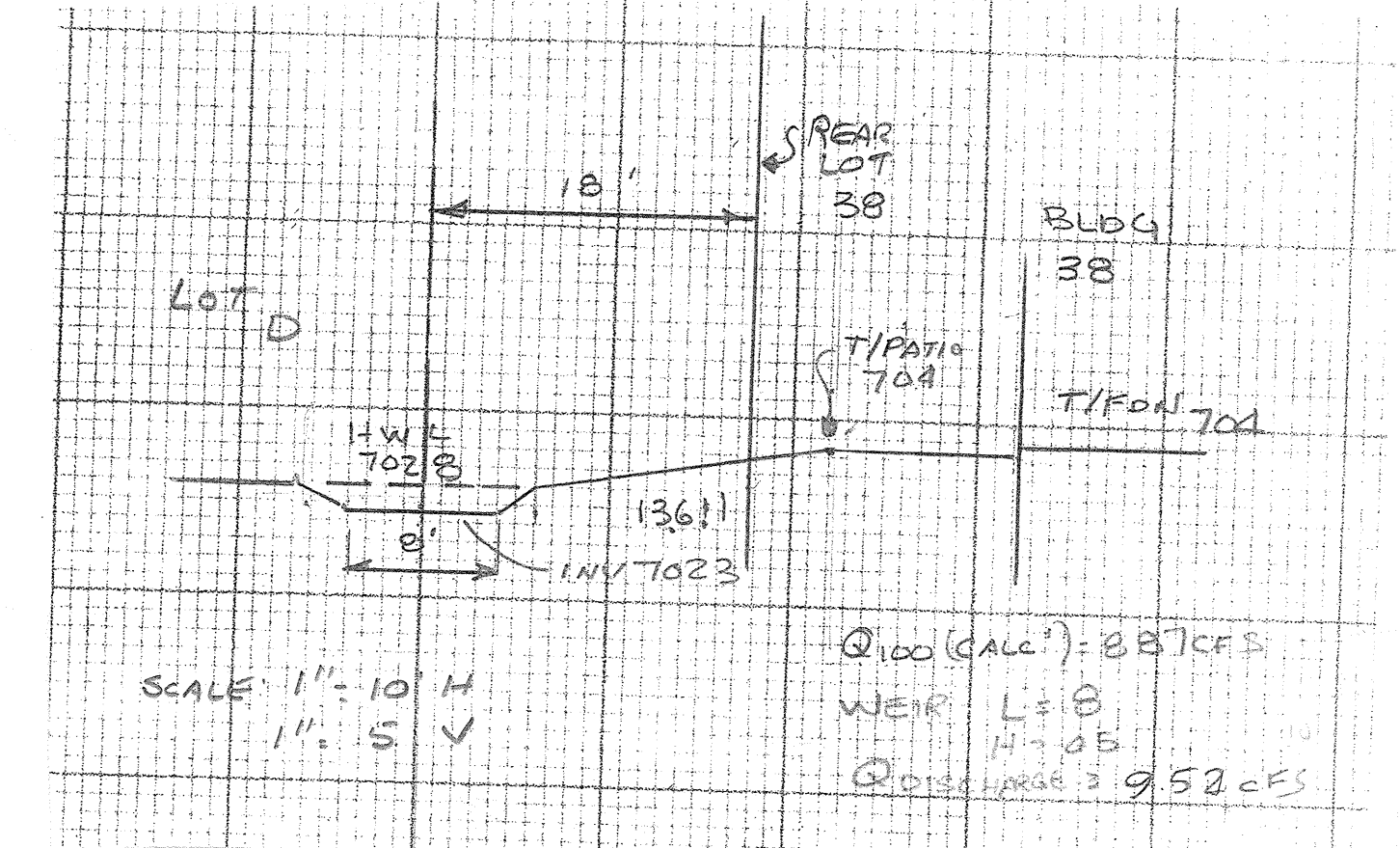
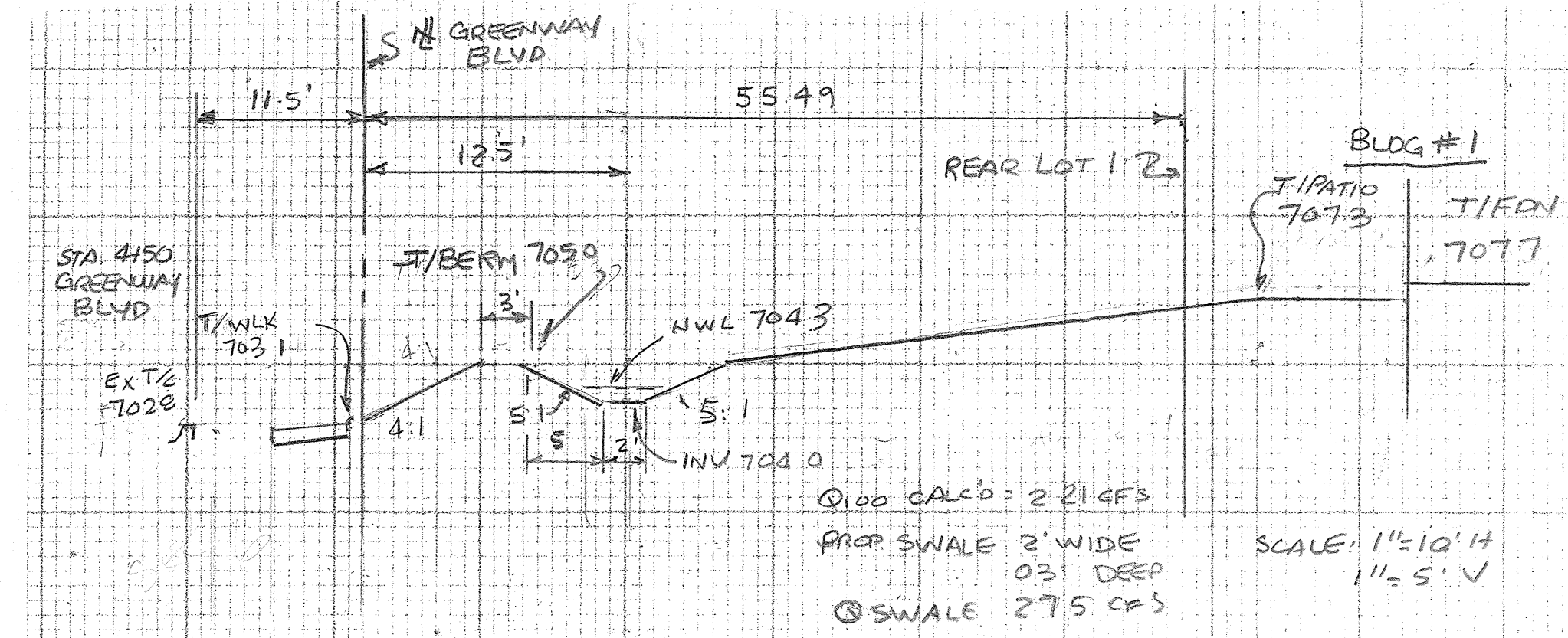
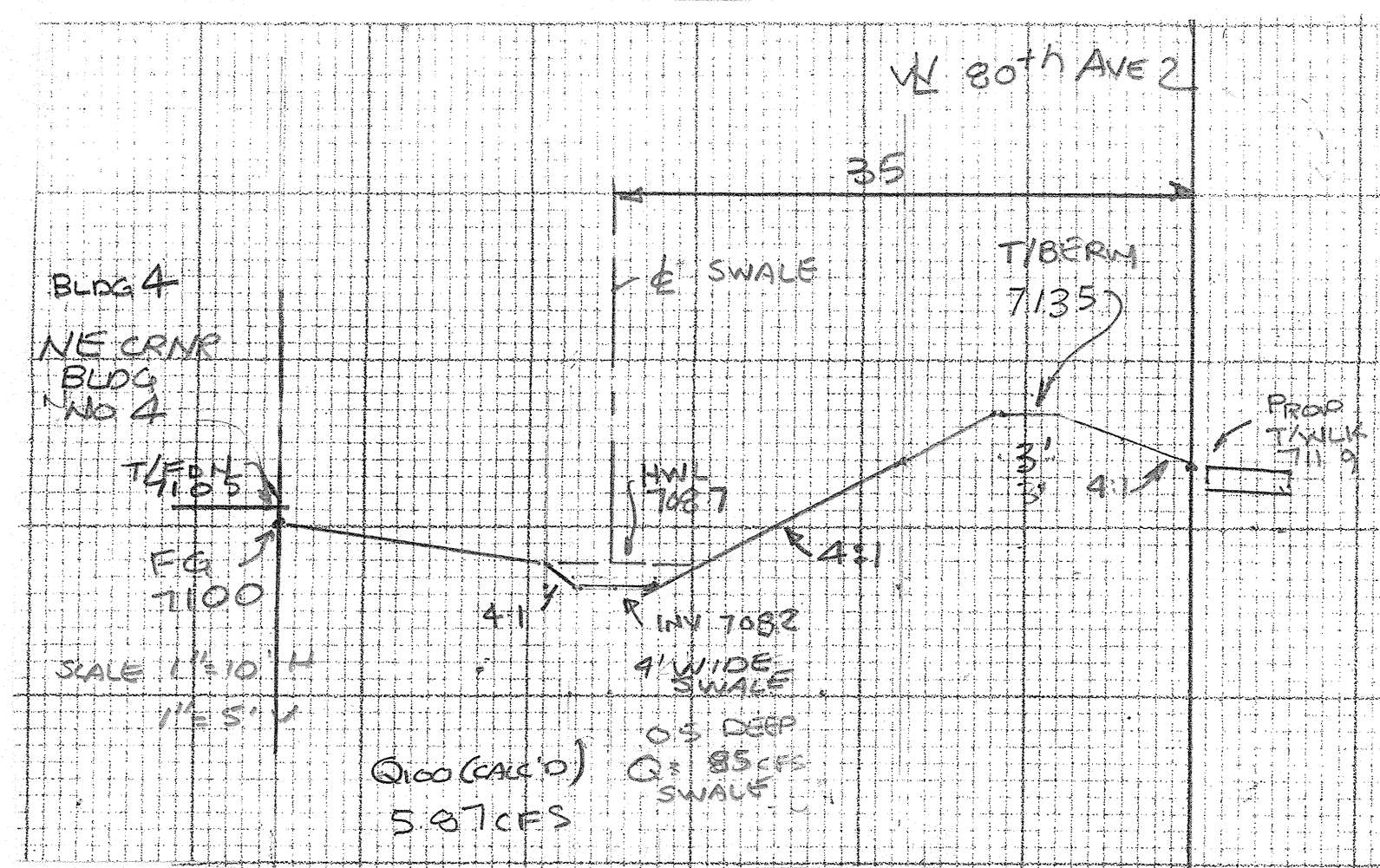
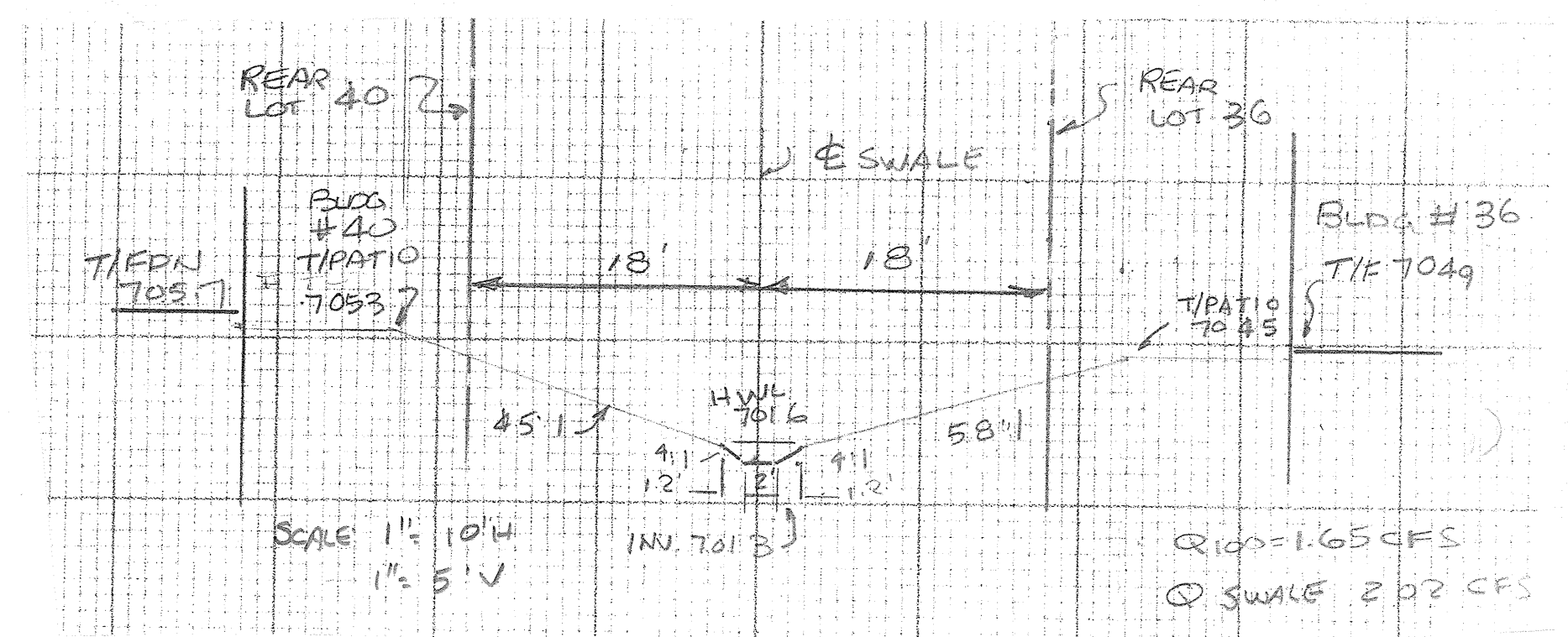
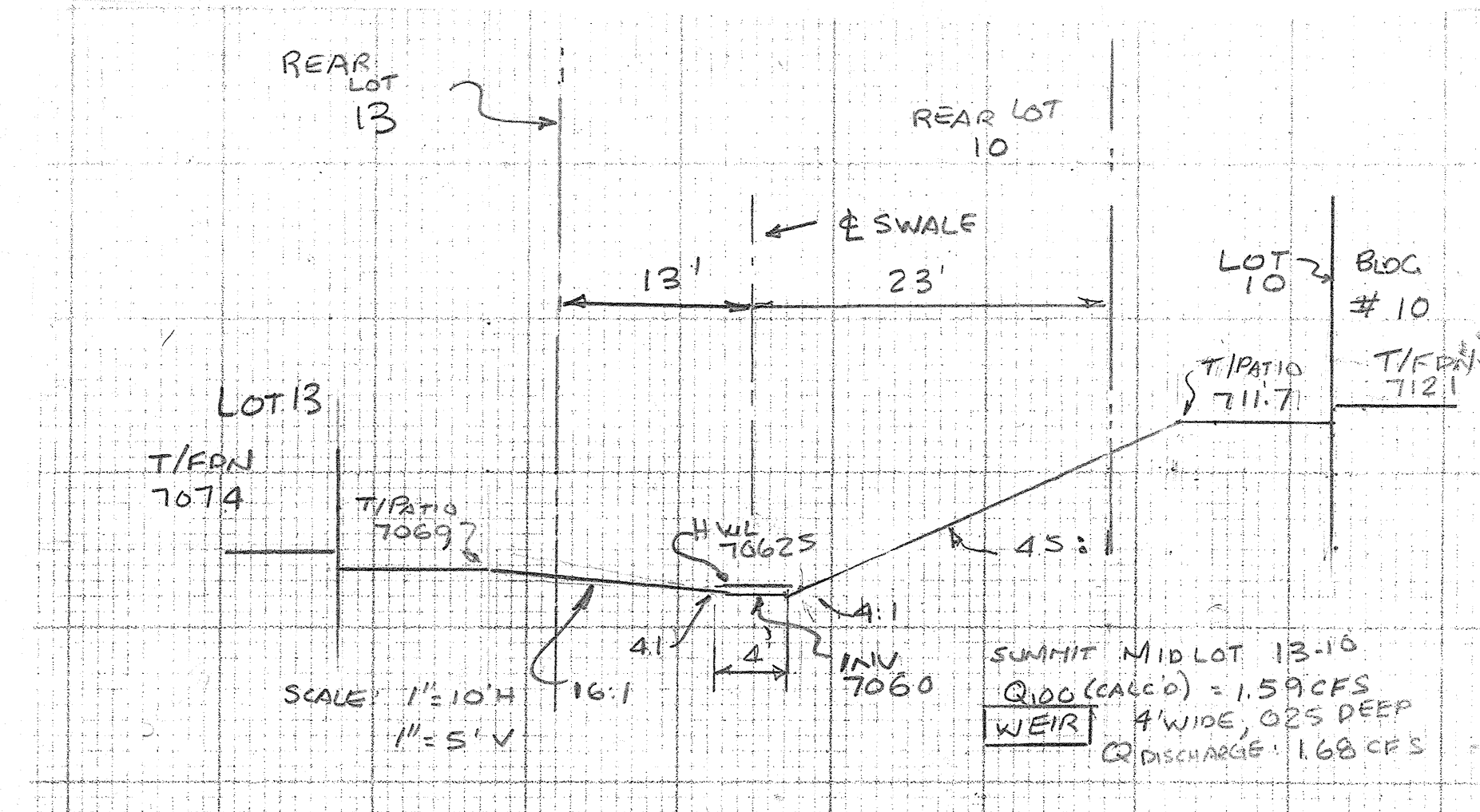
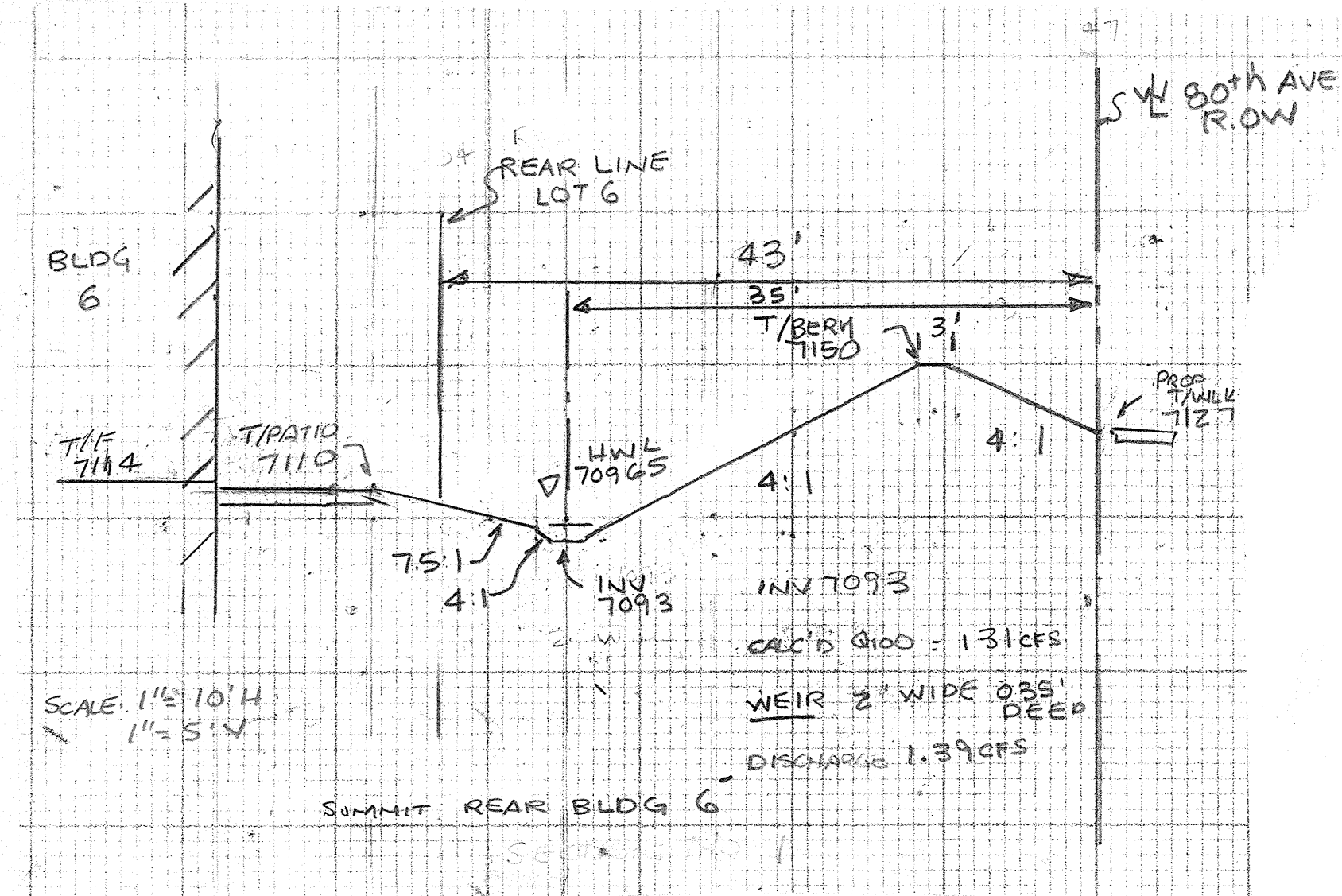
NOTE:
EX. M.H. #705 HAS
3 GRATES



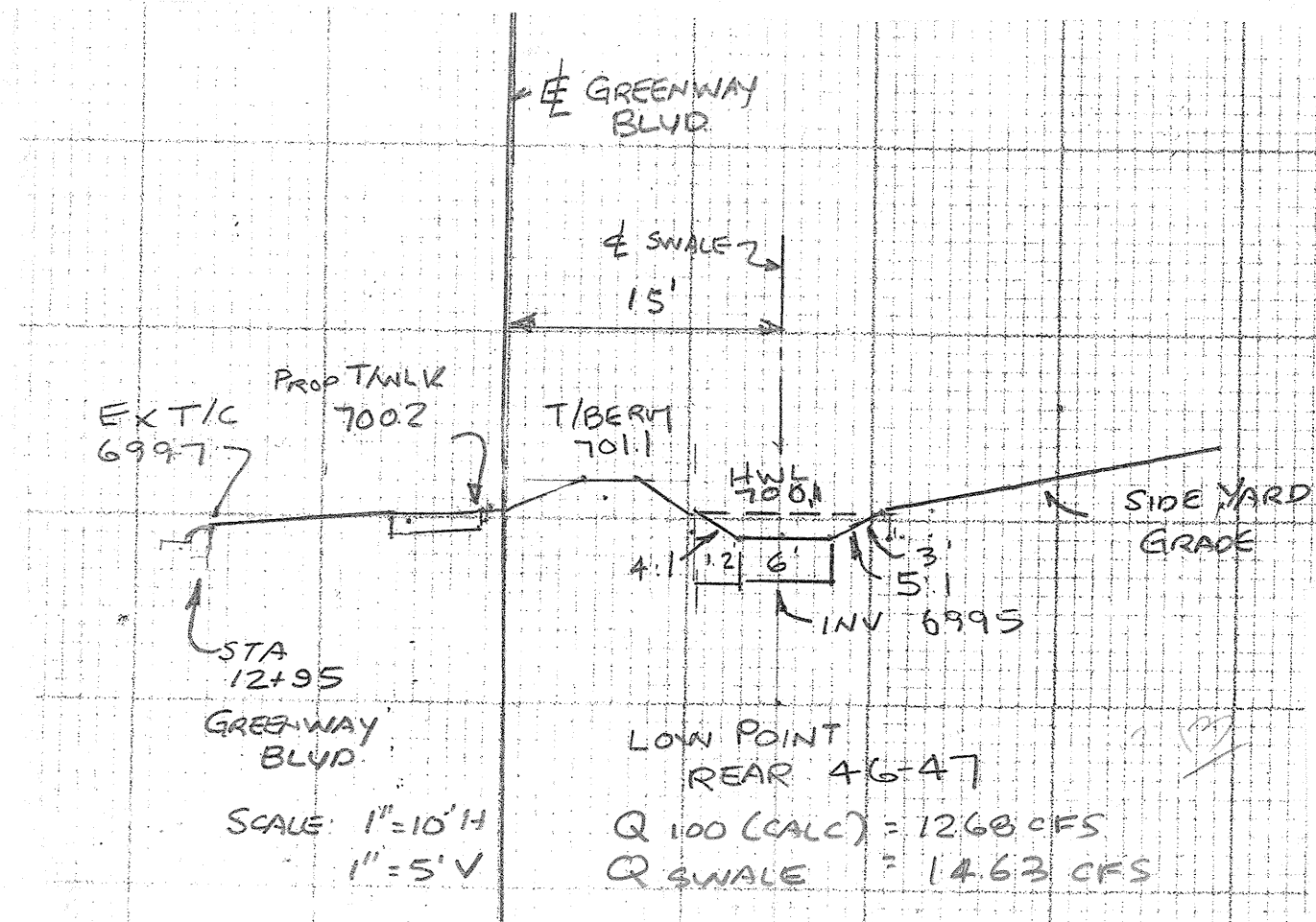
PLAN AND PROFILE: STORM SEWER
(#703 TO #703-2.3)
(#703-1.1 TO #703-1.4)
(#710 TO #710-2)

- △ REFERS TO FRAME AND GRATE TYPE
(SEE SHEET NO. 12)
- REFERS TO STORM SEWER PLAN & PROFILE SHEET NO.
- REFERS TO GRADING PLAN SHEET NO.
- REFERS TO STREET PLAN & PROFILE SHEET NO.

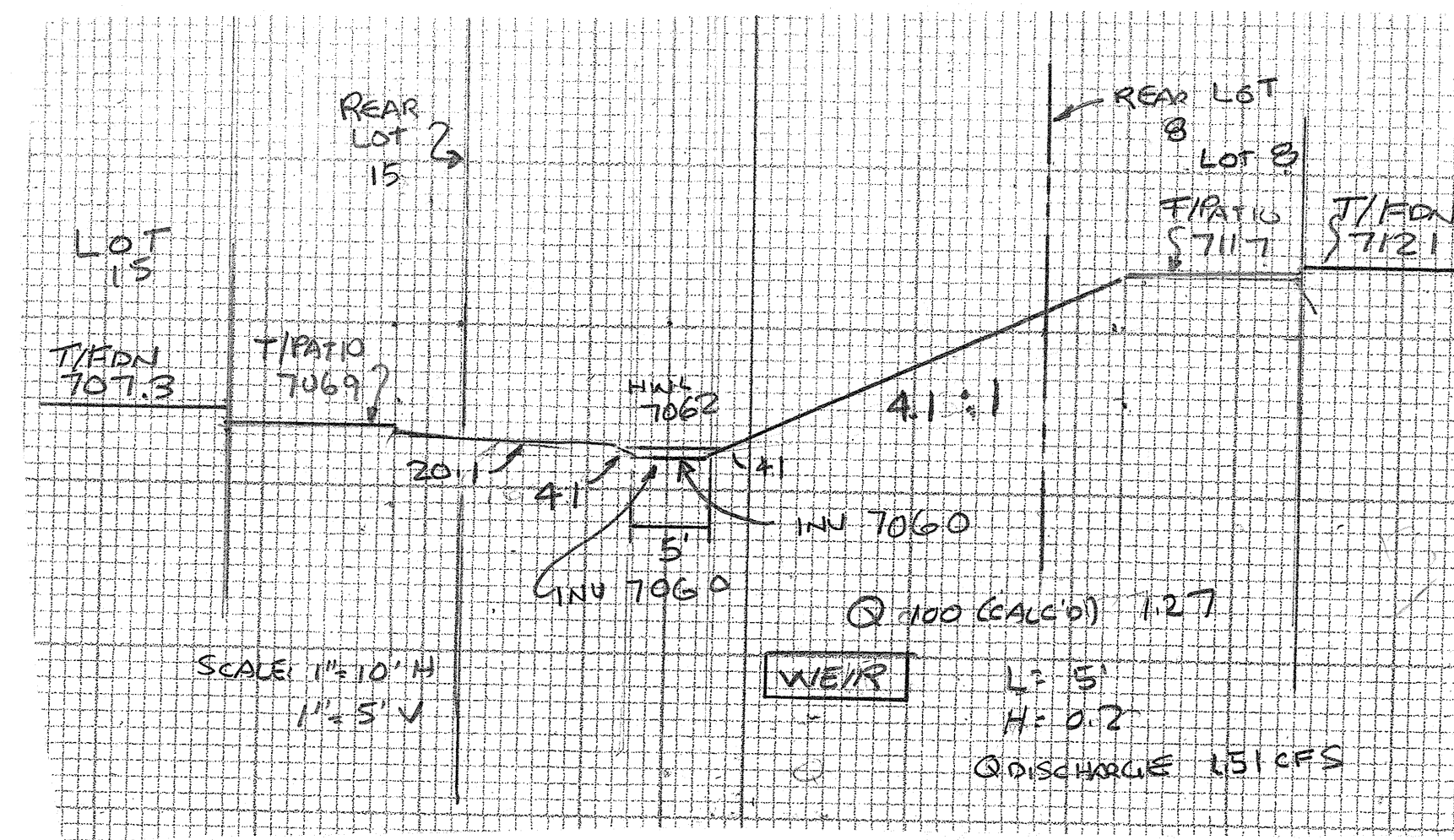
REVISIONS		BRANECKI-VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016
NOV. 30, 2022		
MAY 3, 2023		
MAY 30, 2023		
DATE: NOV. 17, 2022	SCALE: 1" = 50' HORIZONTAL 1" = 5' VERTICAL	-FILE NUMBER- 993
DRAWN BY:		SHEET 16 OF 20



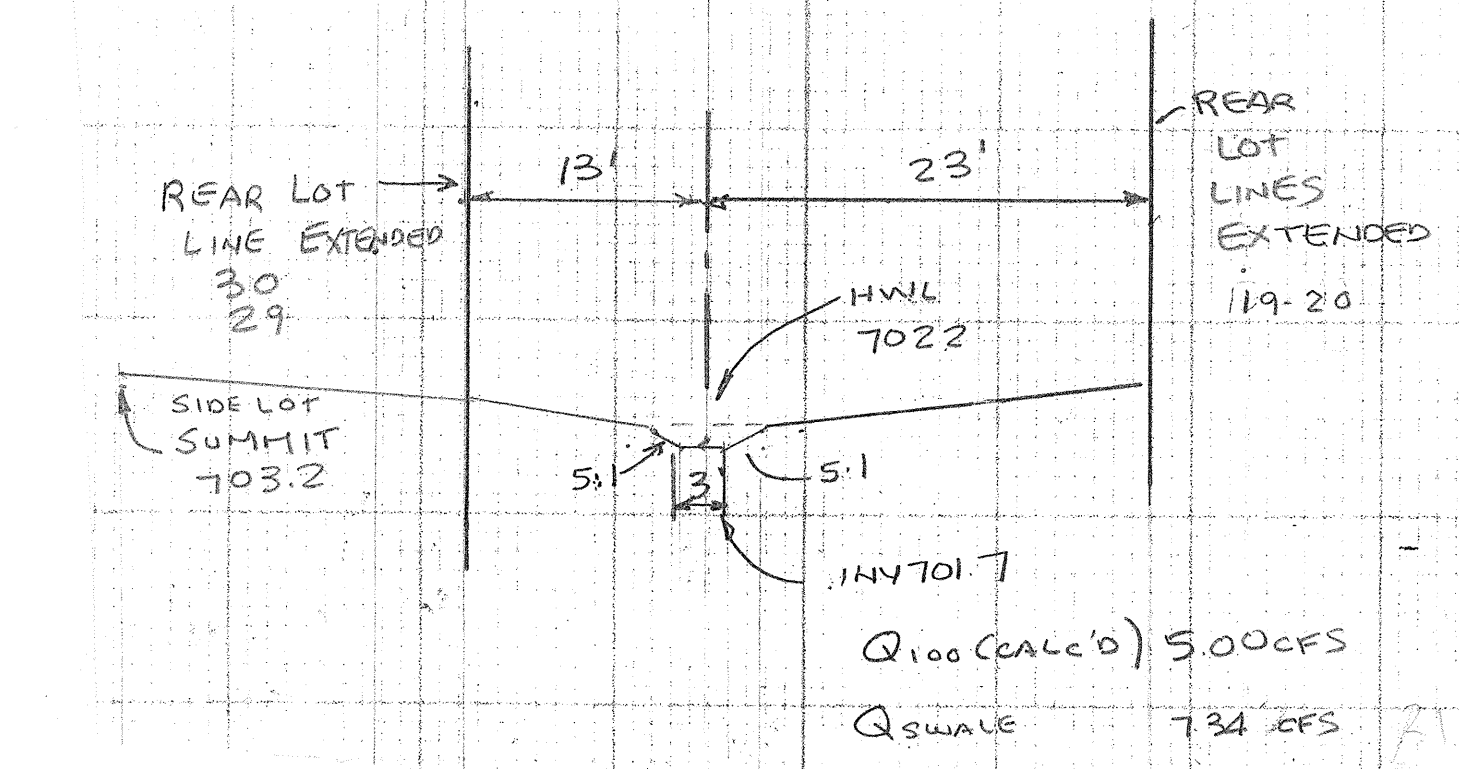
GRADING DETAILS	
BRANECKI - VIRGILIO & ASSOCIATES Consulting Civil Engineers 79 NORTH BROADWAY DES PLAINES, ILLINOIS 60016 847-298-4525	
SCALE: 1" = 10' H 1" = 5' V	REVISIONS
DRAWN BY: MAY 30 2023	
FILE NUMBER 993	
	SHEET 18 OF 20



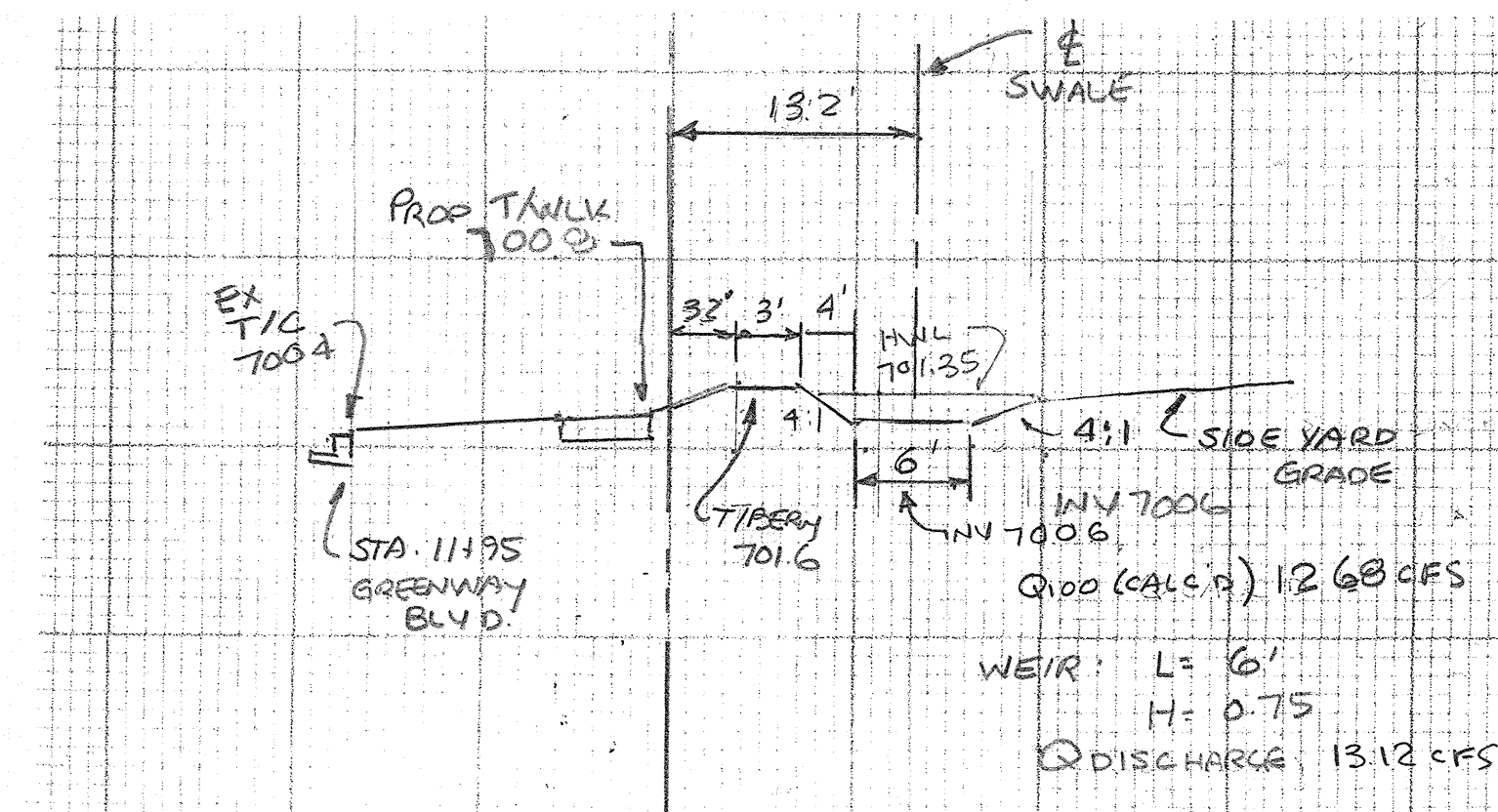
SECTION 13



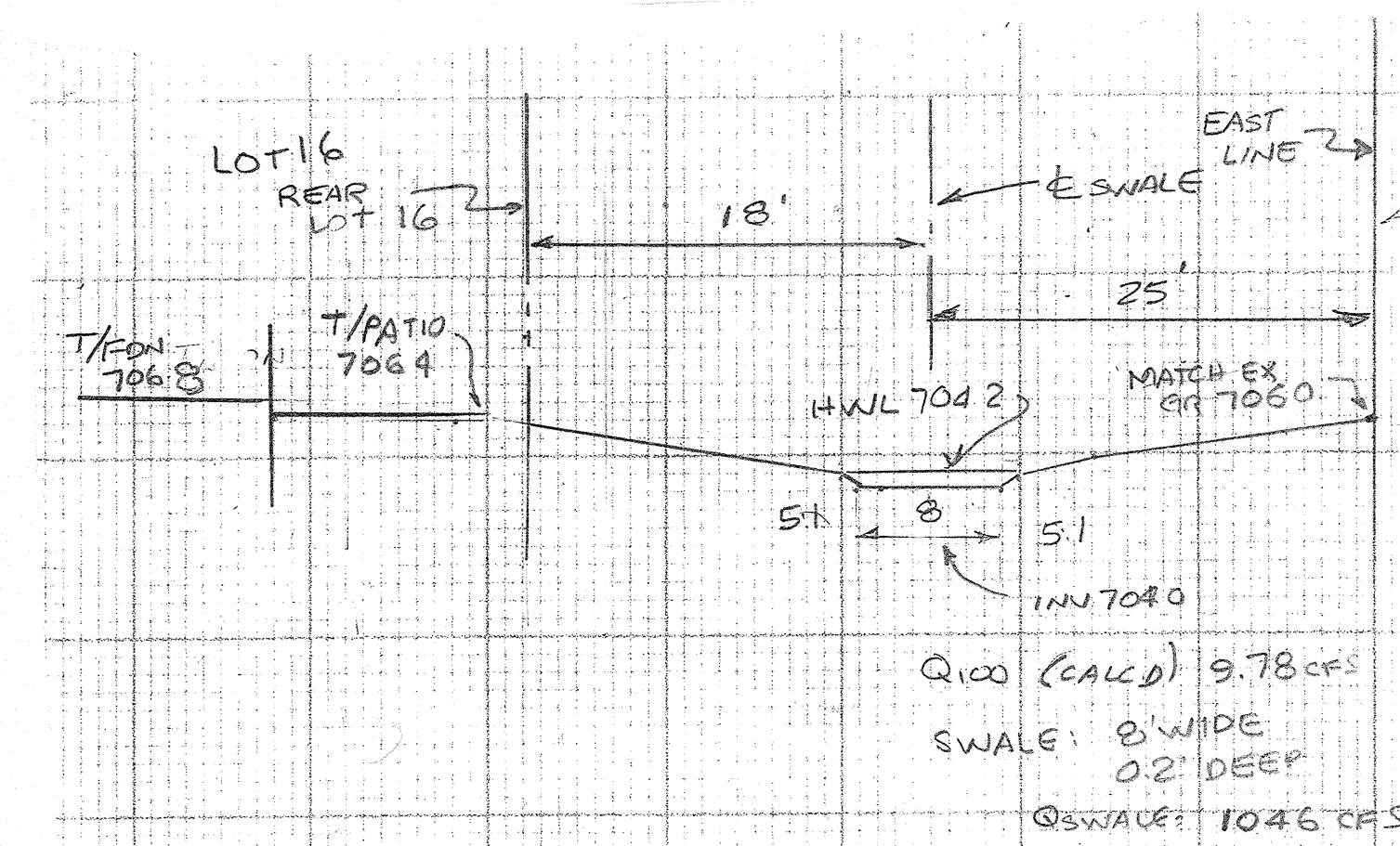
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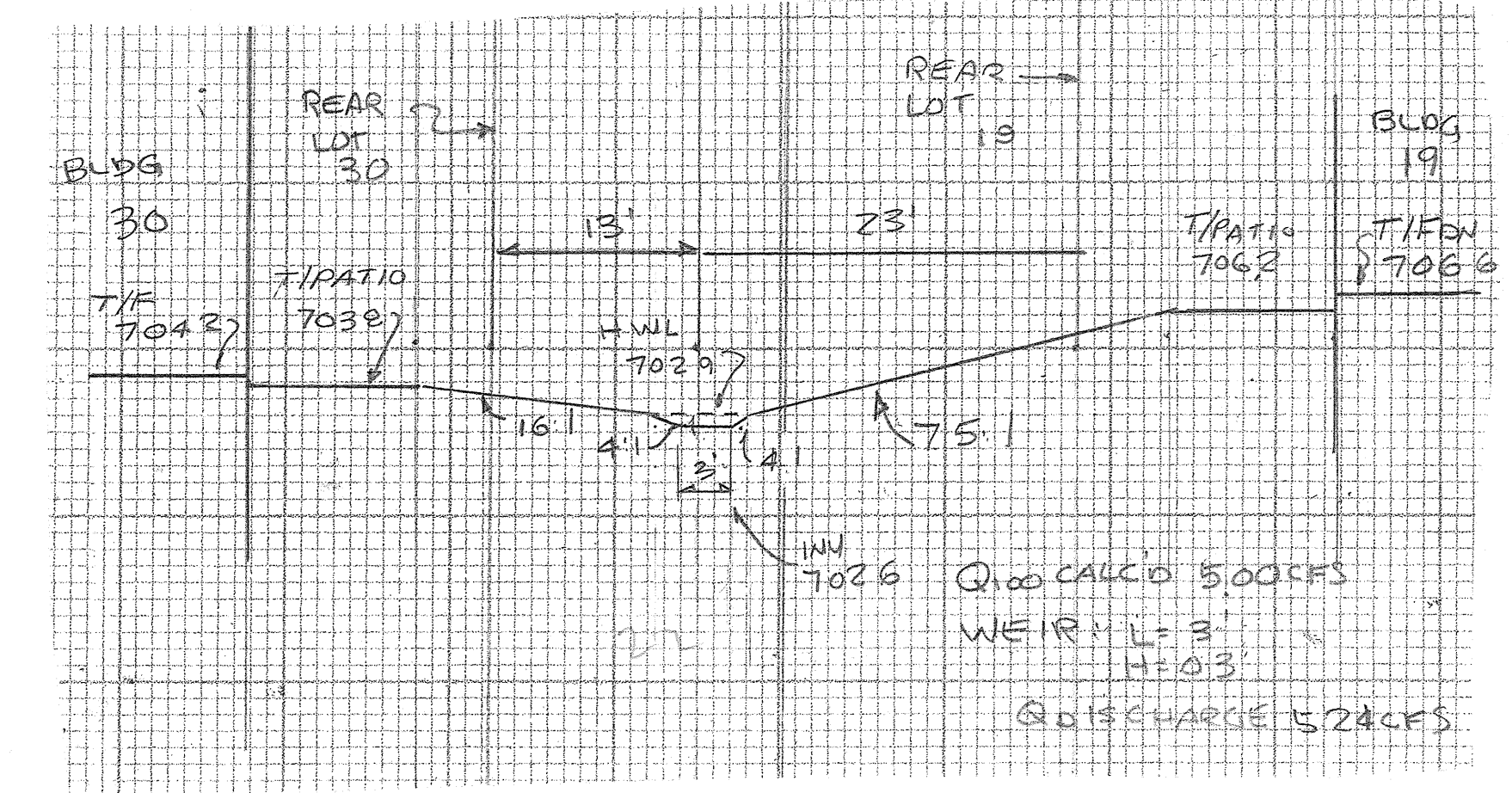
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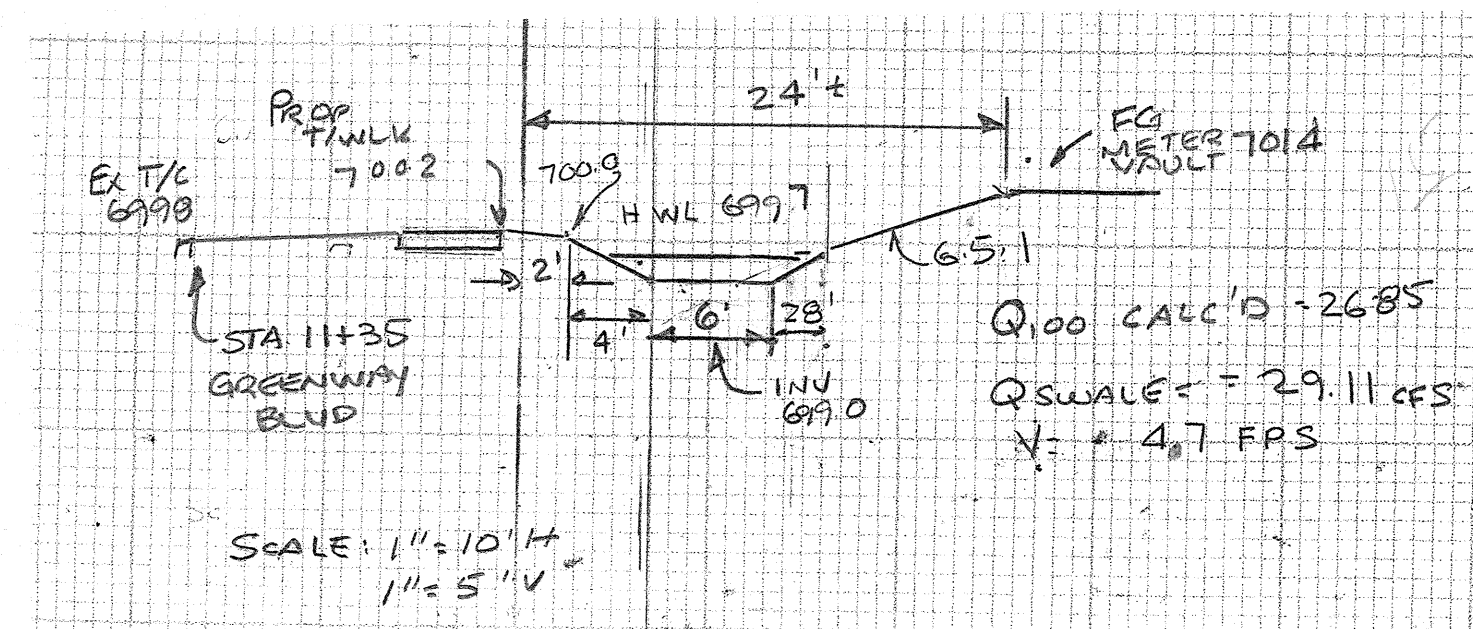
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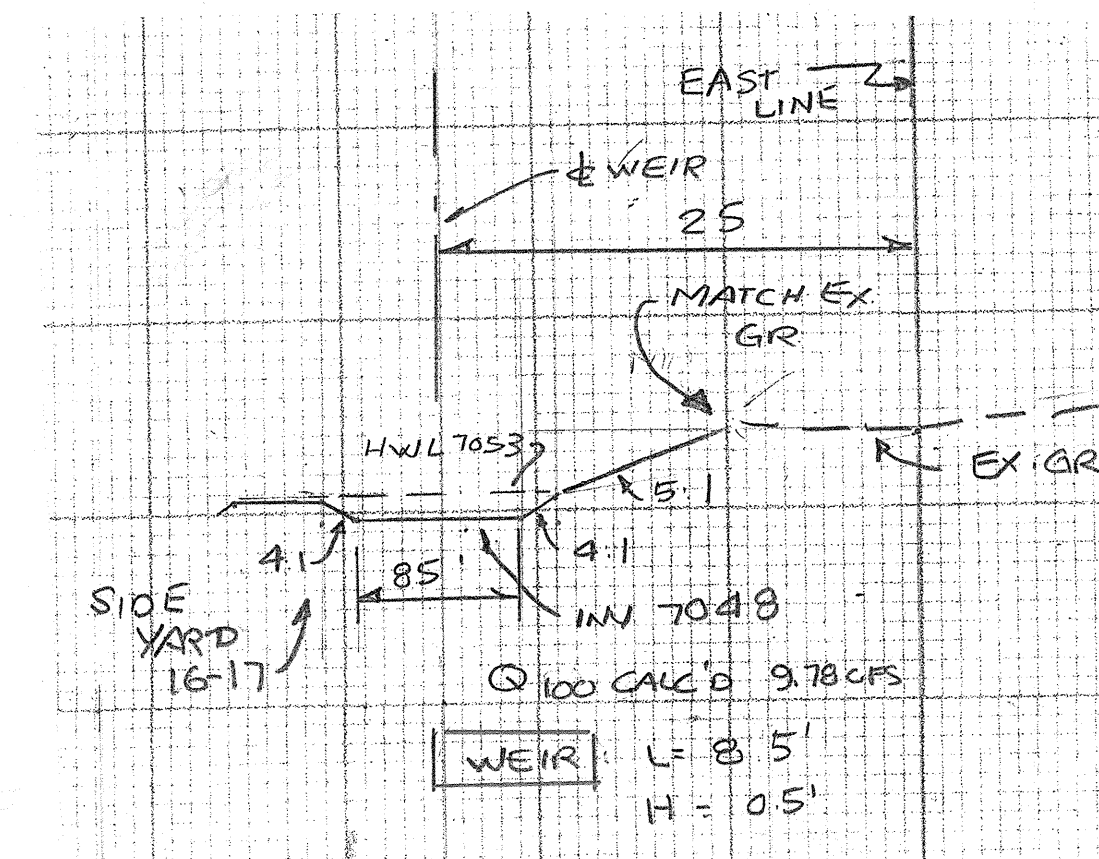
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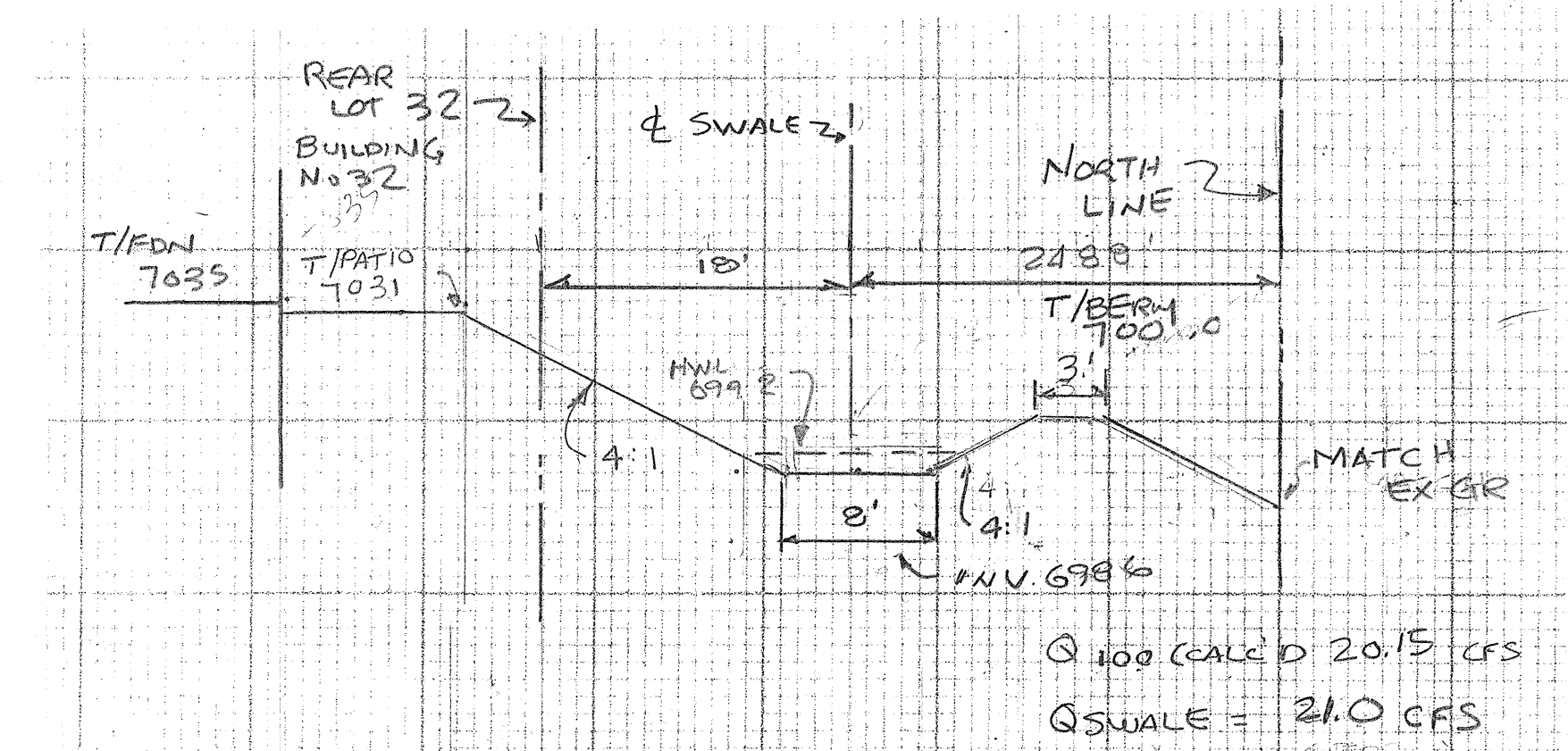
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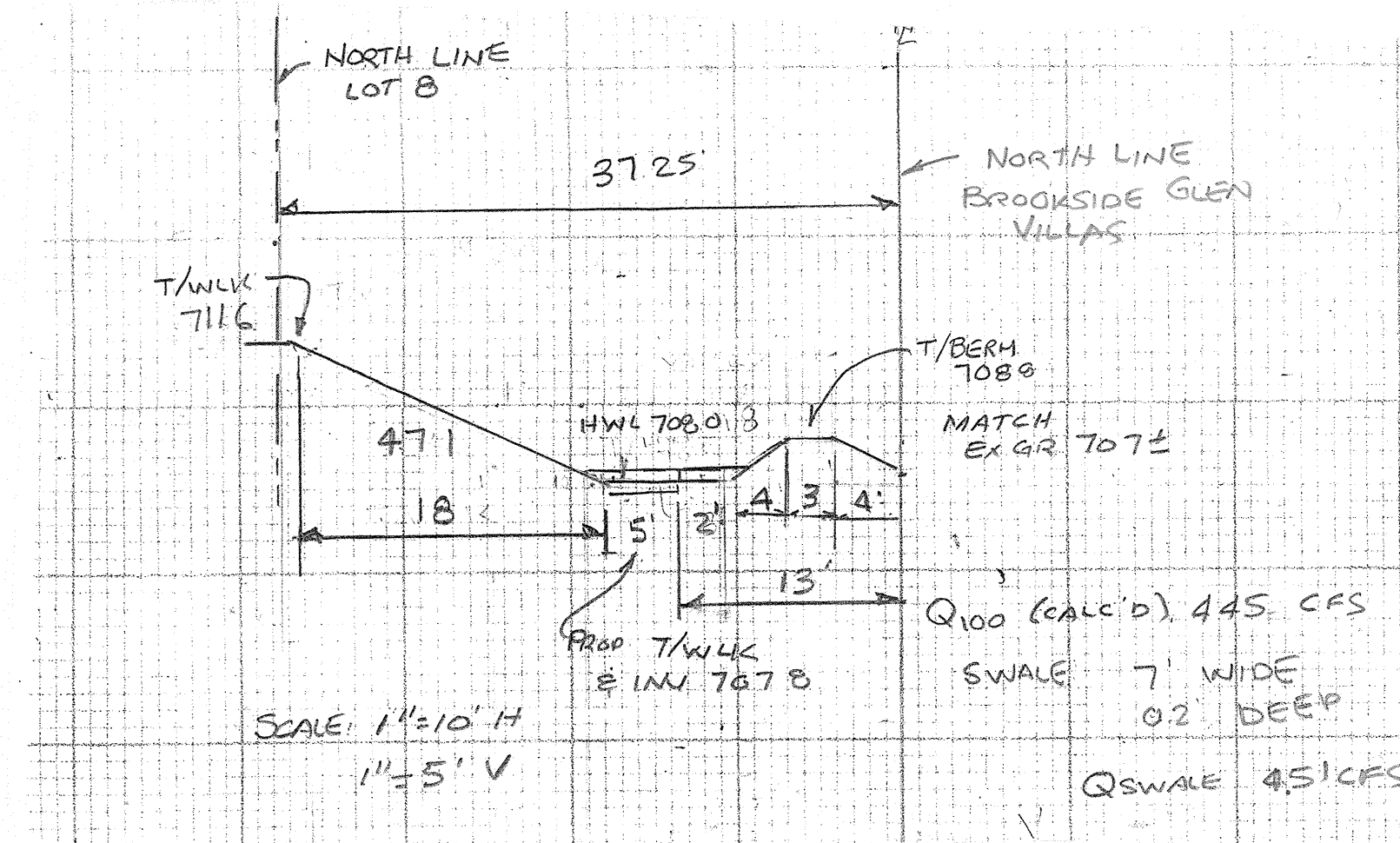
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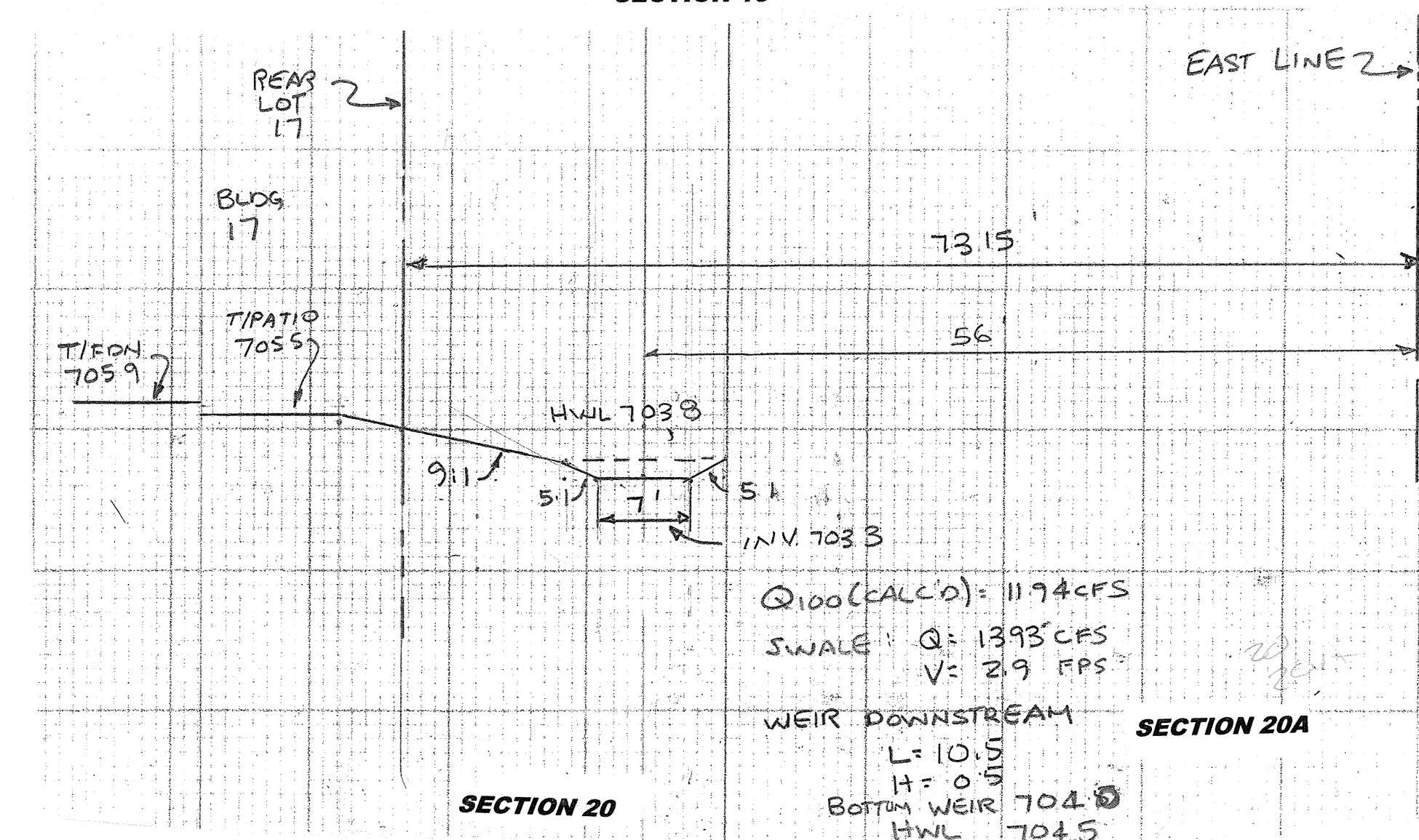
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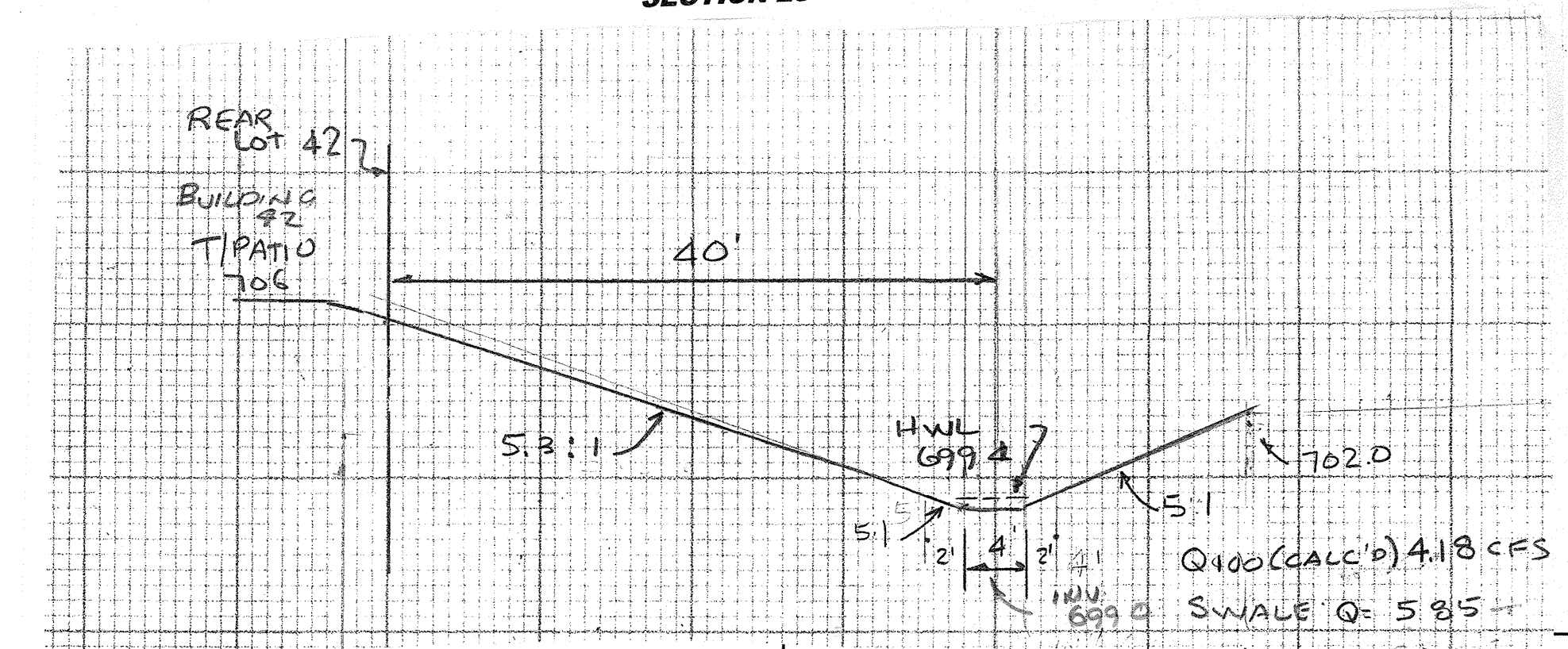
SECTION 23



SECTION 16



SECTION 20

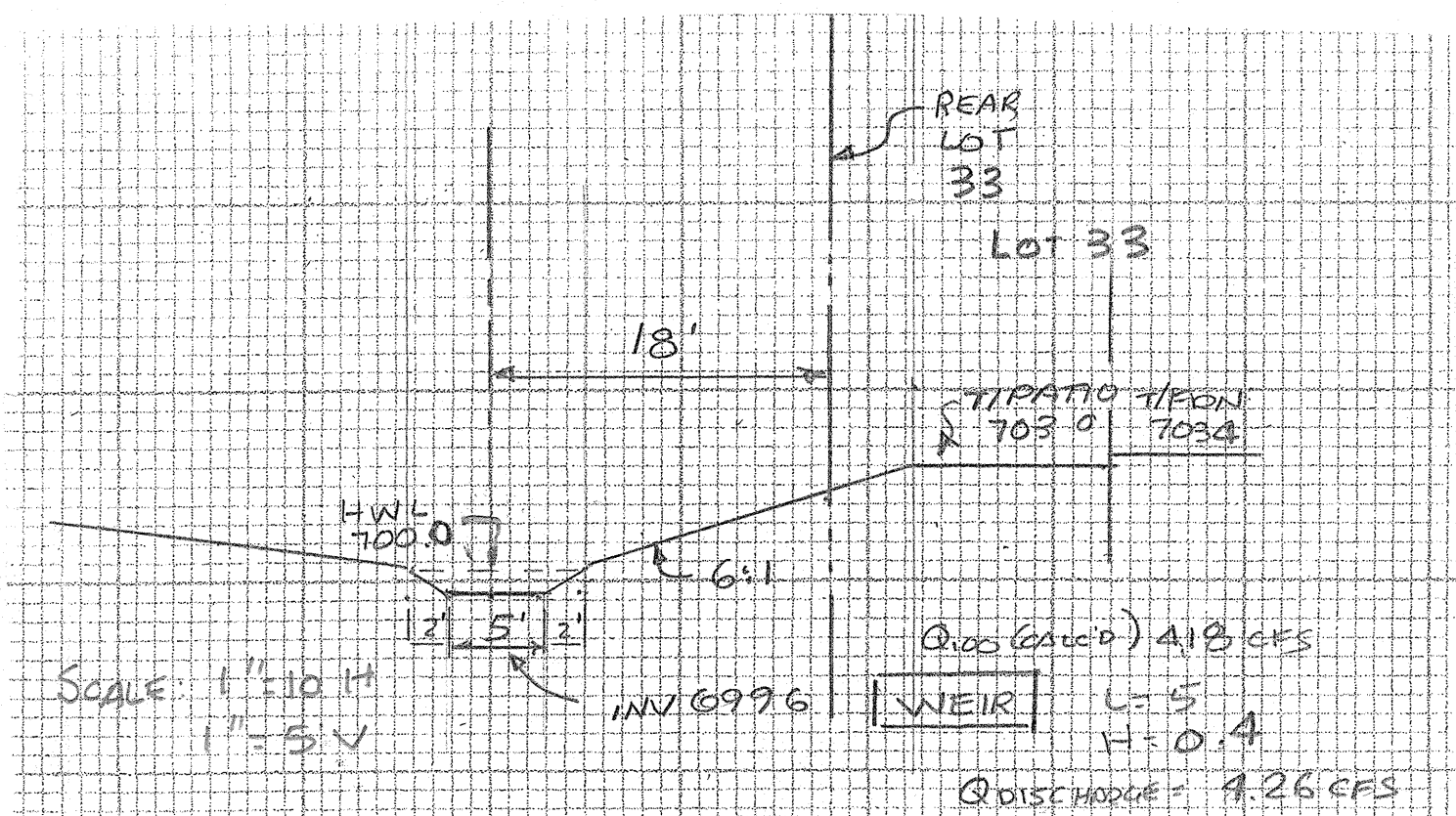


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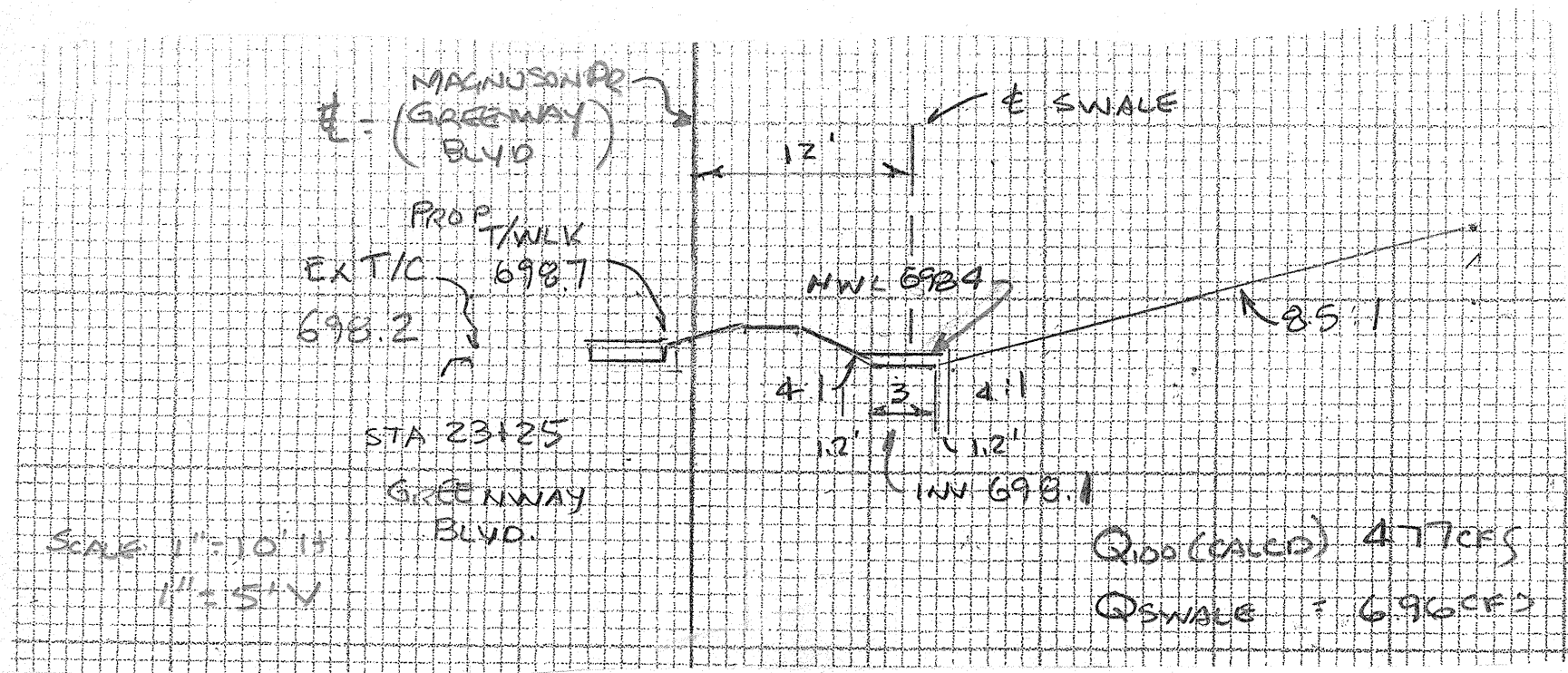
GRADING DETAILS

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Consulting Civil Engineers
79 NORTH BROADWAY
DES PLAINES, ILLINOIS 60016
647-288-4525

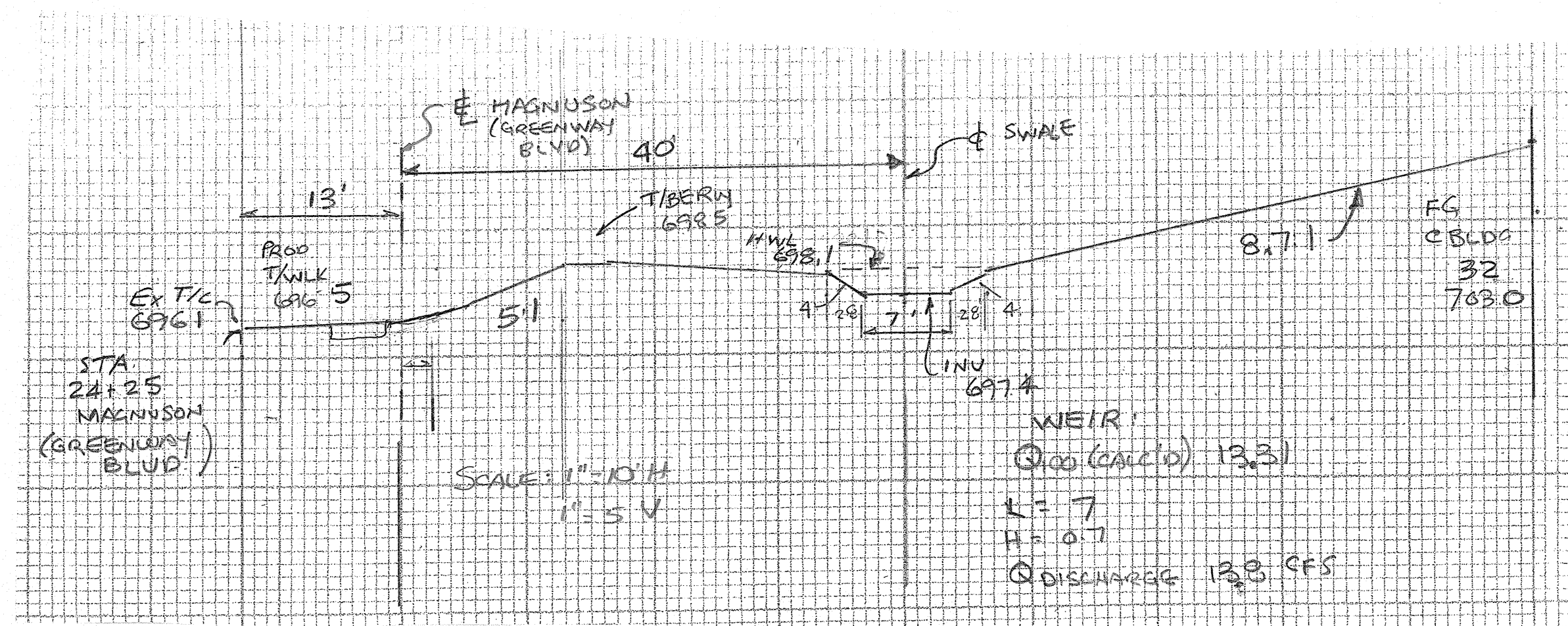
SCALE:	REVISIONS
DRAWN BY:	
MAY 30, 2023	
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993	



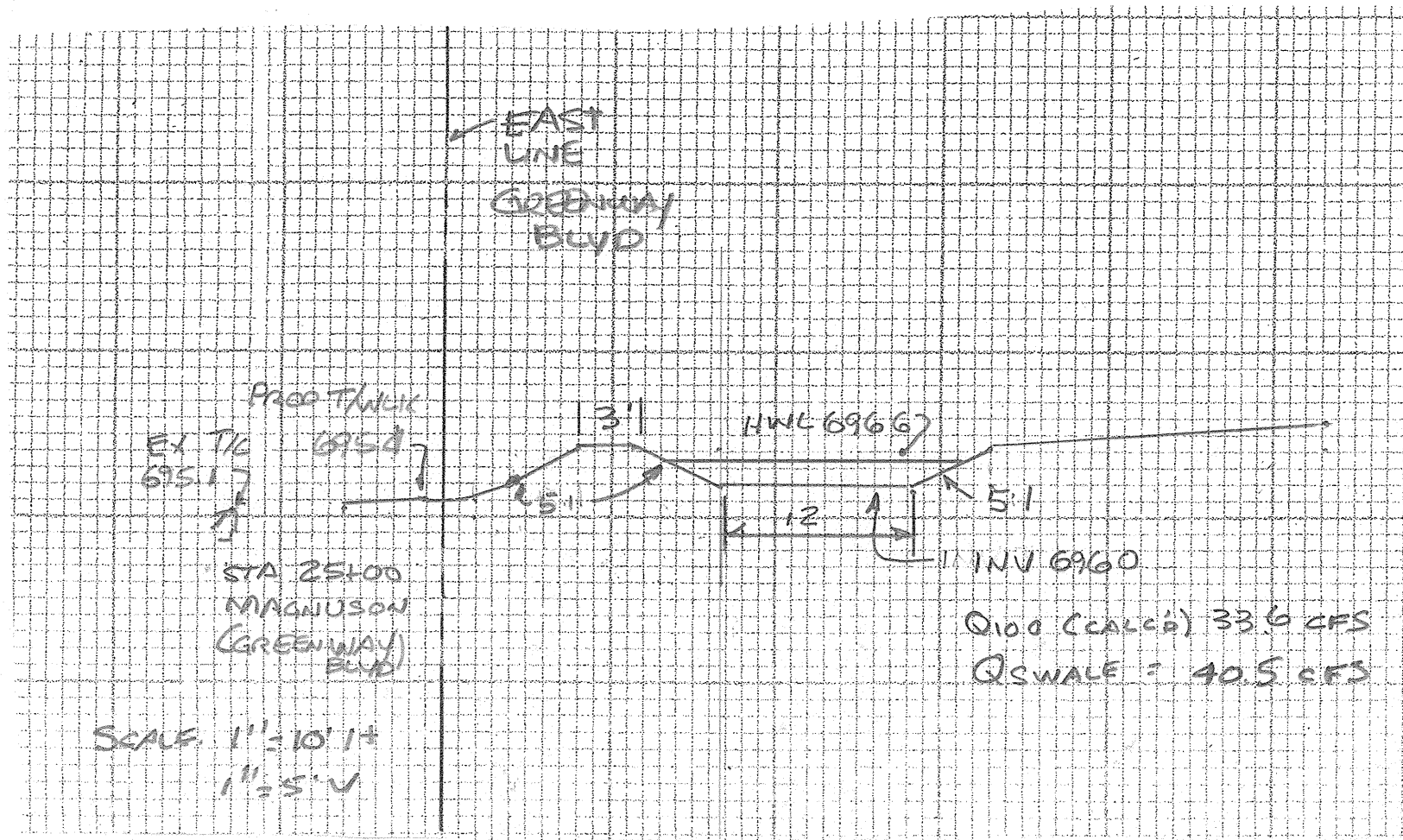
SECTION 25



SECTION 26



SECTION 27



SECTION 28

REAR YARD SWALE FLOW CALCULATIONS

SWALE FLOW

MANNING'S FORMULA

$$Q = AV$$

$$Q = A \left(\frac{1.486}{n} R^{2/3} S^{1/2} \right)$$

Q = Flow cfs
V = Velocity fps
A = Area Sq. Ft.
n = 0.03
 $R = \frac{A}{P}$
P = Wetted Perimeter Ft.
S = Slope Ft/Ft

SWALE CALCULATIONS													
X-SECTION	STORM SEWER RUN	CALC'D Q ₁₀₀ CFS	SIDE SLOPE R	L	WIDTH (FT)	DEPTH (FT)	A S.F.	P (FT)	S F _{1/2}	Q SWALE	V FPS	INV (FT)	H.W.L. (FT)
WEIR 1	608 to 607												
2	607 to 606	5.87	4:1	4:1	4	0.5	3	8	0.012	8.5	2.8	708.2	708.7
WEIR 3	711 to 710												
4	710 to 709	7.52	5:1	5:1	10	0.3	3.45	13	0.012	7.75	2.2	701.9	702.2
WEIR 5	708-3 to 708-2												
6	INTO 705	2.21	5:1	5:1	2	0.36	1.31	5.5	0.012	2.75	2.09	704.0	704.3
7	704-A to 704	22.29	5:1	5:1	8	0.7	8.06	15	0.012	29.0	3.6	701.5	702.2
WEIR 8	704 to 703												
9	703-8 to 703-7	1.85	4:1	4:1	4	0.3	1.05	5	0.012	2.02	1.92	701.3	701.6
WEIR 10	703-7 to 703-6												
WEIR 11	702-6 to 703-5												
WEIR 12	703-2-3 to 703-2-2												
13	703-2-2 to 703-2-1	12.68	4:1	5:1	5	0.6	4.62	10.4	0.012	14.63	3.16	699.5	700.1
WEIR 14	703-2-1 to 703-2												
15	703-2 to 703-1	26.85	4:1	4:1	6	0.7	6.16	11.16	0.02	29.11	4.07	699	699.7
16	909 to 908	4.45	4:1	4:1	4.7	0.2	1.57	8.74	0.033	4.51	2.87	707.8	708
WEIR 17	708-1 to 708												
18	905 to 904	9.78	5:1	5:1	8	0.2	4	12	0.012	10.46	2.6	704	704.2
WEIR 19	905 to 904												
20	905 to 904	11.94	5:1	5:1	7	0.5	4.75	12	0.012	13.93	2.9	703.3	703.8
WEIR 20A	905 to 904												
WEIR 22	903-4 to 903-3												
23	903 to 902	20.15	4:1	4:1	8	0.6	6.24	12.8	0.012	21.0	3.4	698.6	699.2
24	901-3 to 901-2	4.18	5:1	5:1	4	0.4	2.4	8	0.012	5.85	2.4	699.0	699.4
WEIR 25	901-3 to 901-2												
26	901-2 to 901-1	4.77	4:1	4:1	3	0.3	1.8	4.4	0.02	6.96	3.9	698.1	698.4
WEIR 27	901-1 to 901												
28	904 to 901	33.6	5	5	12	0.6	9	1.8	0.021	40.5	4.5	696	696.6

WEIRS

WEIR FORMULA

$$Q = 3.367LH^{3/2}$$

Q = Discharge, cfs
L = Weir Length, ft.
H = Head, ft.

WEIR CALCULATIONS							
X-SECTION	STORM SEWER RUN	CALC'D Q ₁₀₀ CFS	H (FT)	WIDTH L (FT)	Q _{DISCHARGE} CFS	INV (FT)	H.W.L. (FT)
1	608 to 607	1.31	0.35	2	1.39	709.3	709.65
3	711 to 710	2	0.03	4	2.21	702.2	702.5
5	708-3 to 708-2	1.59	0.25	4	1.68	706	706.25
8	704 to 703	24.98	0.9	10	28.7	701	701.9
10	708-6 to 703-5	8.87	0.5	8	9.52	702.3	702.8
11	703-2-6 to 703-2-5	2.5	0.35	4	2.79	704.3	704.65
12	703-2-3 to 703-2-2	11.67	0.75	6	13.12	700.5	701.25
14	703-2-1 to 703-2	12.68	0.75	6	13.12	700.6	701.35
17	708-1 to 708	1.27	0.2	5	1.51	706	706.2
19	907 to 906	9.78	0.5	8.5	10.1	704.8	705.3
20A	905 to 904	11.94	0.5	10.5	12.5	704	704.5
22	903-4 to 903-3	5.00	0.3	3	5.24	702.6	702.9
25	901-3 to 901-2	4.18	0.4	5	4.26	699.6	700.0
27	901-1 to 901	13.31	0.7	7	13.8	697.4	698.1

GRADING DETAILS

BRANECKI - VIRGILIO & ASSOCIATES
Consulting Civil Engineers
79 NORTH BROADWAY
DES PLAINES, ILLINOIS 60016
647-298-4529

SCALE:	REVISIONS
DRAWN BY:	
MAY 30, 2023	
FILE NUMBER	
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Crana Homes

Tinley Park, Illinois

Brookside Glen Villas

191st + 80th
Tinely Park, Illinois

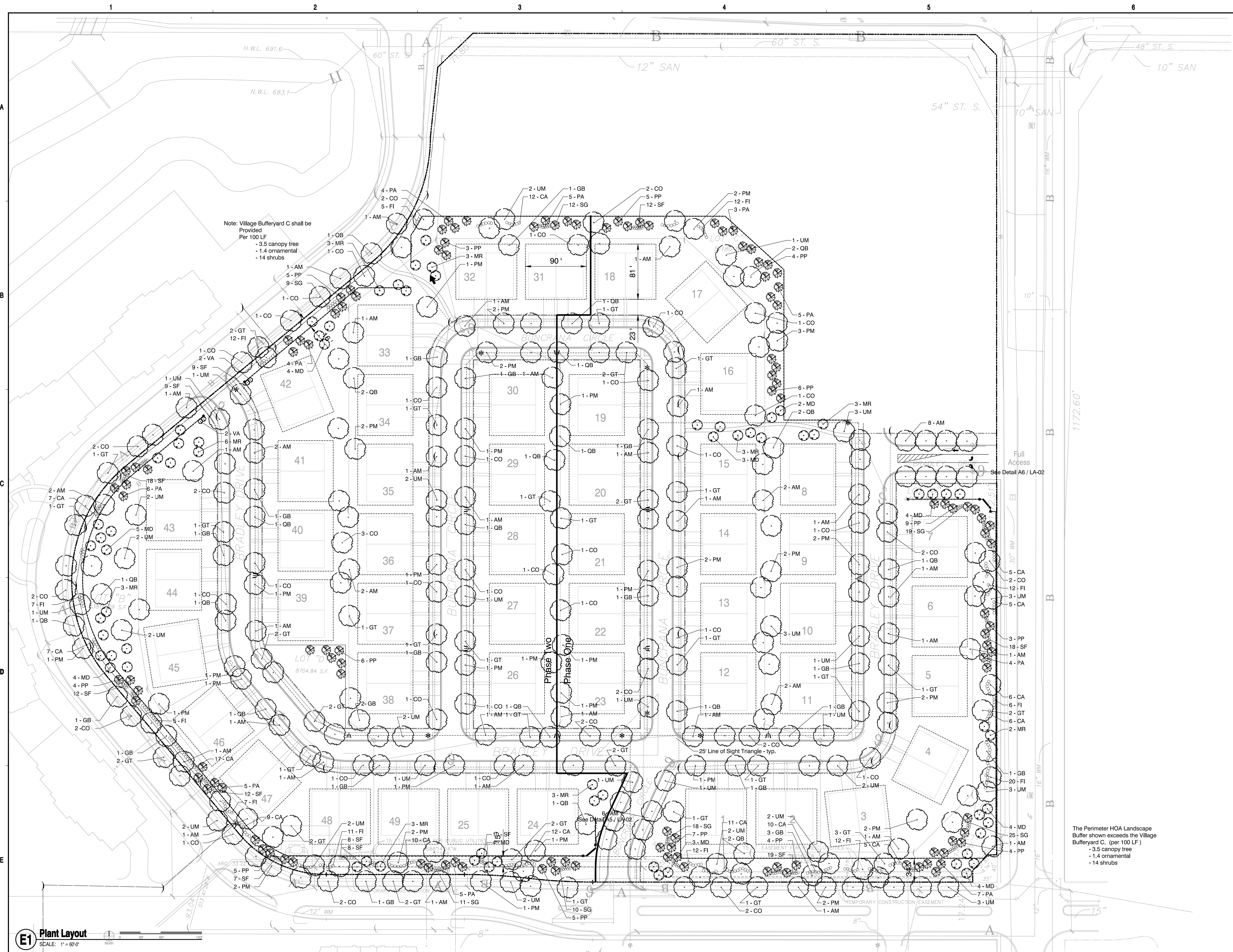
no.	revision	init.	date
1	Rev. per Village Comments		2021.07.27
2	Rev. per Village Comments		2021.09.03
3	Village- Final Plat		2023-04-20

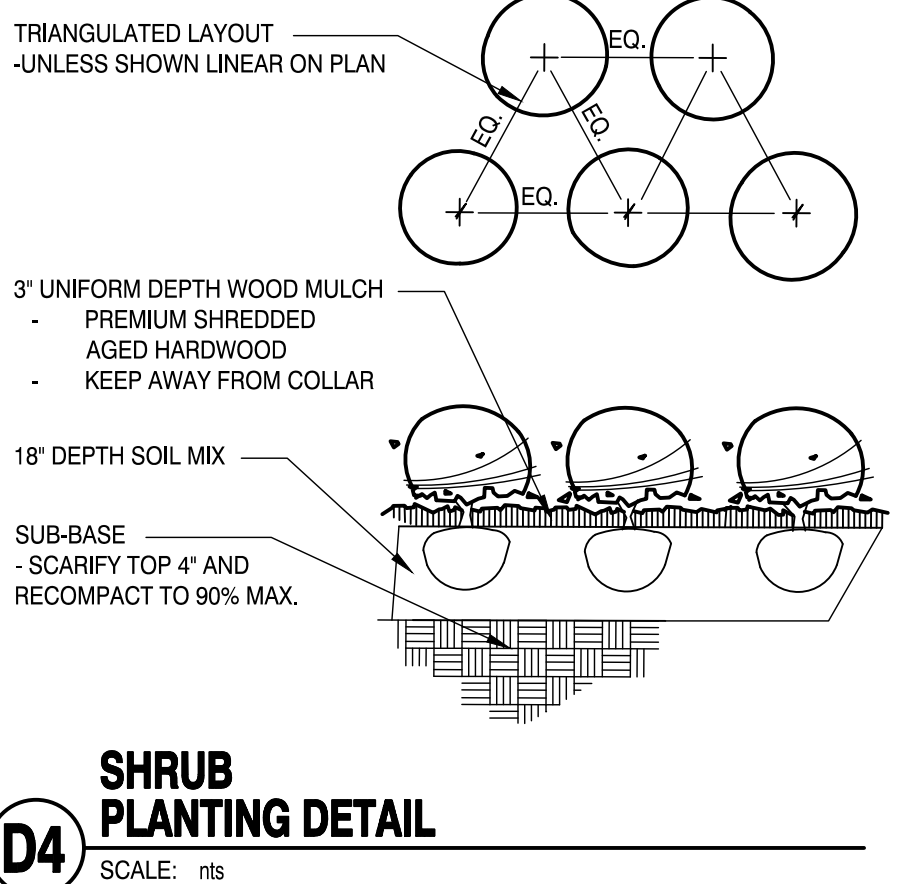
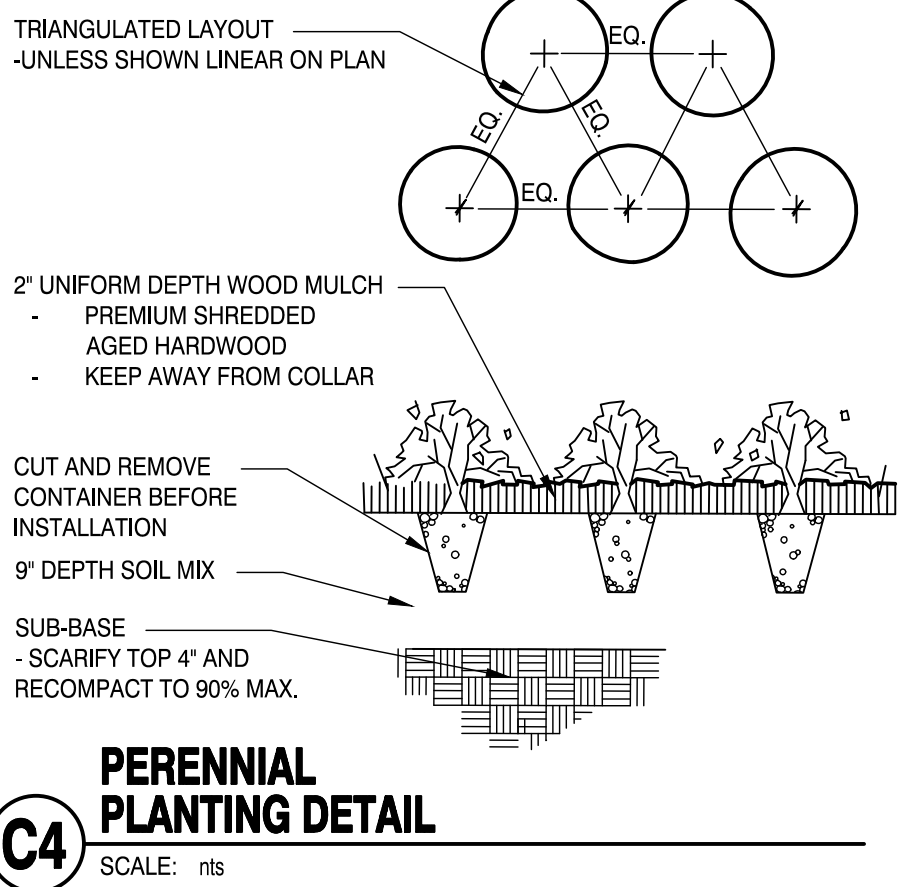
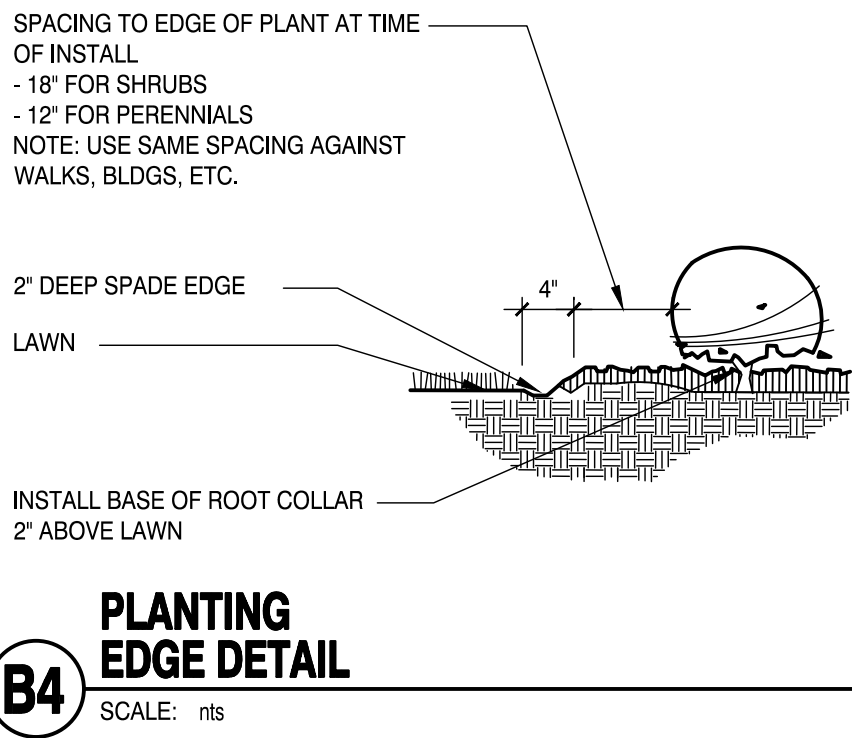
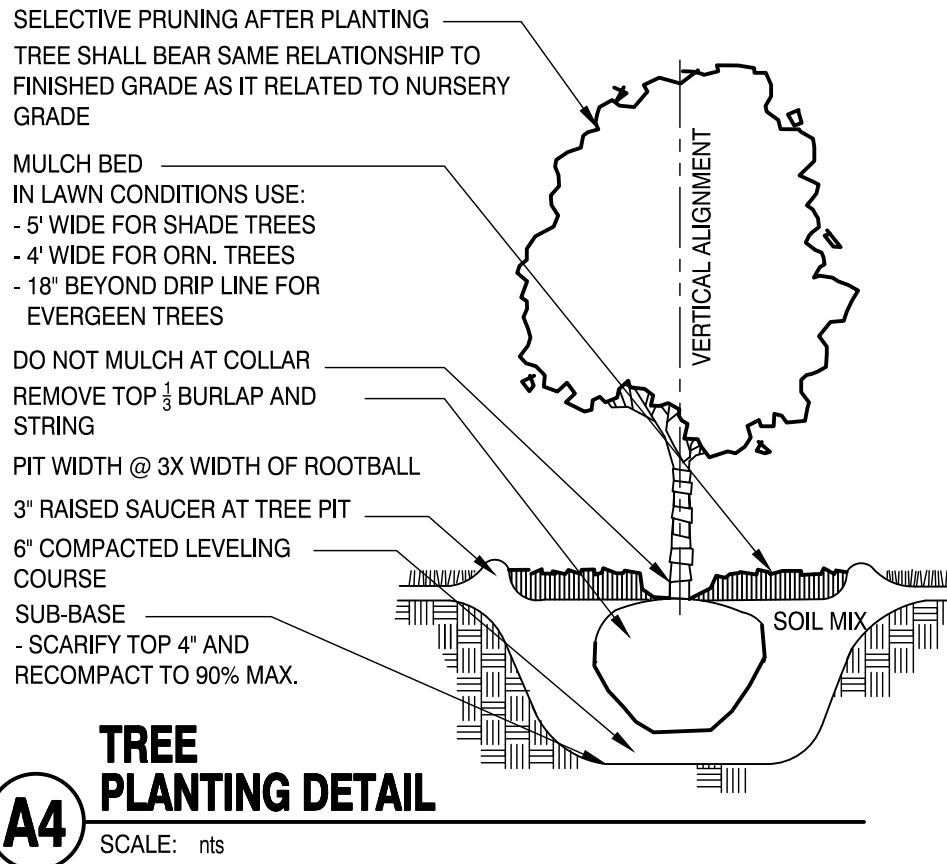
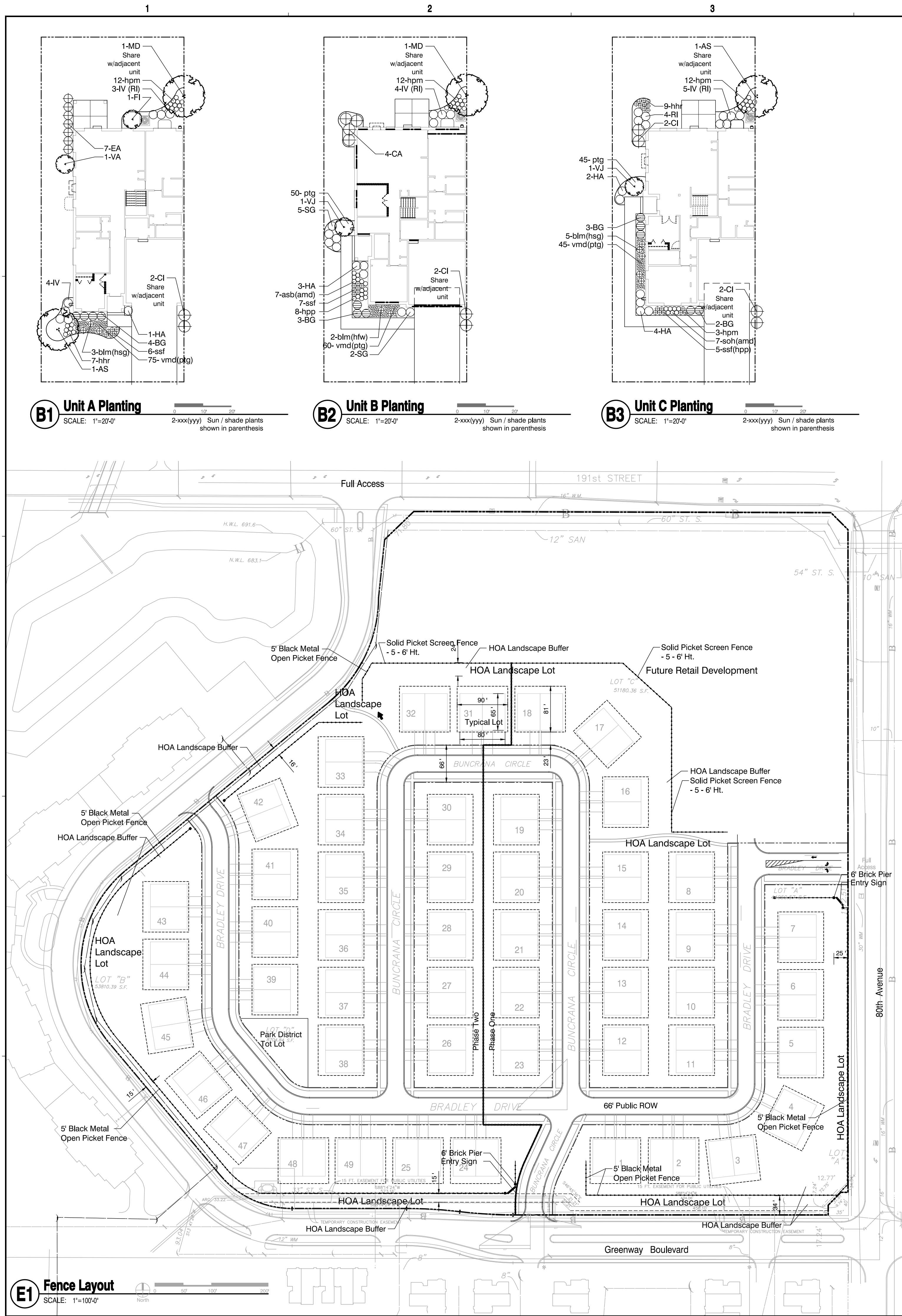
Overall Landscape Plan

date	2021-04-21	drawn by	checked by
			mhk

Job No. **19015**

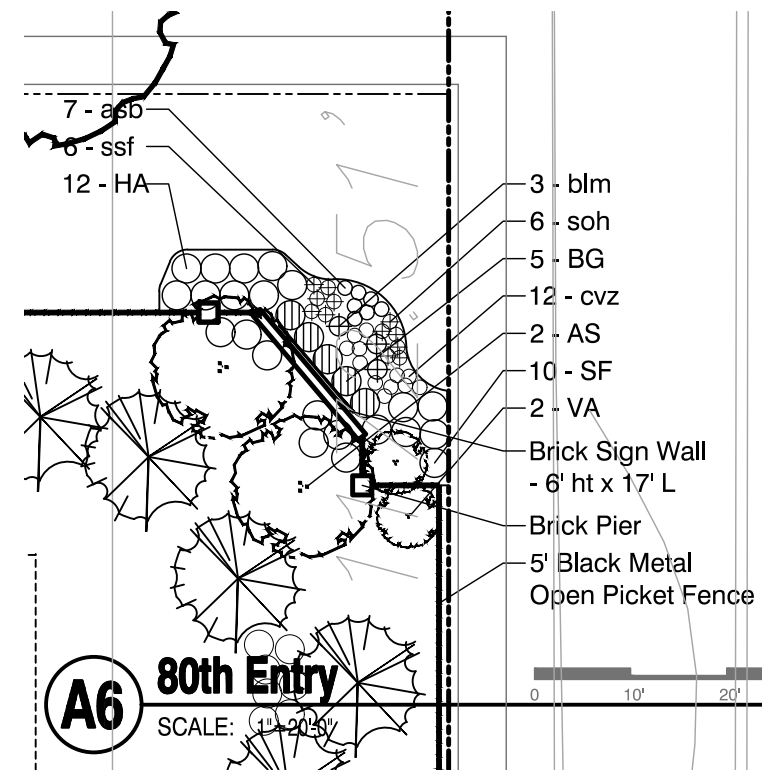
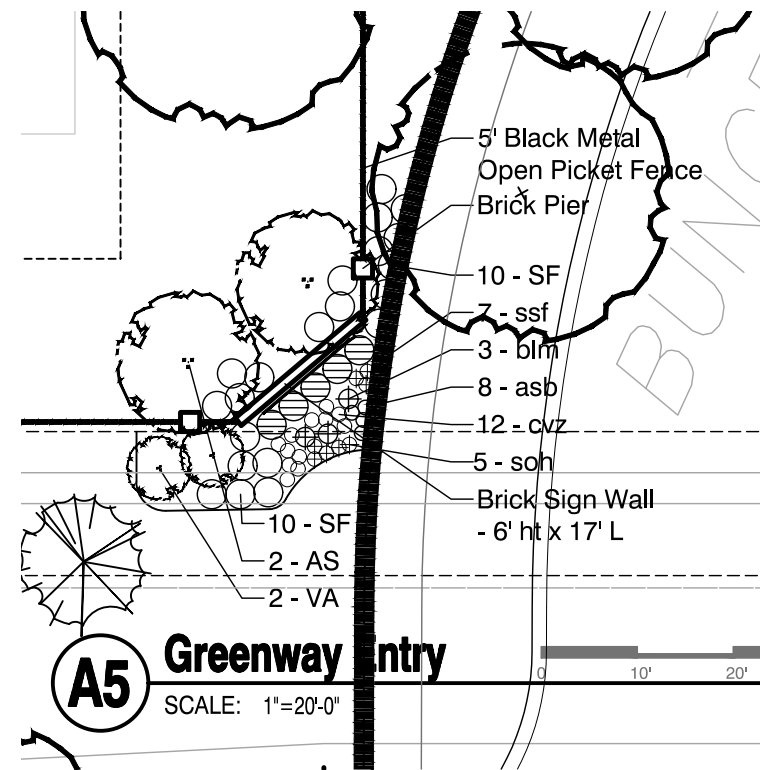
Sheet No. **LA-01**





- Landscape contractor to inspect site prior to the start of any work and notify Architect of any site deficiencies.
- All landscape areas shall have a minimum of 6" pulverized topsoil free of debris.
- Mulch all plant beds with premium hardwood mulch.
 - 3" depth for Trees and Shrubs
 - 2" depth for Perennials
- All lawn areas to be sod or seed with erosion blanket.
- Plant species and cultivars are shown for representative character and final species are subject to constant improvement and refinement.
- Plant counts are for the convenience of the contractor only and are superseded by the quantities shown on the layout.

E4 NOTES
SCALE: -



Trees			
sym	Botanic Name	Common Name	Size
AM	Acer freemanni 'Marmo' 20 x 15	Marmo Freeman Maple	MS 8-10' Ht. BB
AS	Amelanchier 'Autumn Brilliance'	A. Brilliance Serviceberry	MS 8-10' Ht. BB
CO	Celtis occidentalis 'Chicagoland'	Chicagoland Hackberry	2.5" BB
GT	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	3" BB
GB	Ginkgo biloba	Columnar Ginkgo	2.5" BB
MR	Malus 'Prairiefire' 20 x 20	Prairiefire Crabapple	MS 6-8' Ht. BB
MD	Malus 'Donald Wyman' 20 x 25	Donald Wyman Crabapple	MS 6-8' Ht. BB
PA	Picea abies	Norway Spruce	8' Ht. BB
PM	Platanus acerifolia 'Morton Circle'	Morton Circle Planetree	2.5" BB
PP	Picea pungens	Colorado Spruce	8' Ht. BB
QB	Quercus bicolor	Swamp White Oak	2" BB
UM	Ulmus davidiana 'Morton'	Morton Elm	2.5" BB

Shrubs			
sym	Botanic Name	Common Name	Size
BG	Buxus x 'Glencoe'	Glencoe Boxwood	24" BB
CA	Cotoneaster acutifolius	Peking Cotoneaster	24" BB
CI	Cornus sericea 'Isanti'	Isanti Redosier Dogwood	24" BB
EA	Euonymus alatus 'Compactum'	Compact BurningBush	24" BB
FI	Forsythia x intermedia 'NH Gold'	New Hampshire Gold Forsythia	18" BB
HA	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	18" BB
IV	Itea virginica 'Morton'	Morton Sweetspire	18" BB
VA	Viburnum dentatum 'Autumn Jazz' 8-10 x 6-8	Autumn Jazz Viburnum	3" BB
VJ	Viburnum x 'Juddii' 6-8 x 8-10	Judd Viburnum	3" BB
RI	Ribes alpinum 'Green Mound'	Alpine Currant	24" BB
SF	Spiraea x bumalda 'Froebeli'	Froebel Spirea	18" BB
SG	Spiraea japonica 'Gold Flame'	Gold Flame Spirea	18" BB

Perennials			
sym	Botanic Name	Common Name	Size
amd	Astilbe 'Maggie Daley'	Maggie Daley Astilbe	#1 Cont.
asb	Allium 'Summer Beauty'	Summer Beauty Onion	#1 Cont.
blm	Baptisia australis	Blue False Indigo	#1 Cont.
cvz	Coreopsis verticillata 'Zagreb'	Zagreb Tickseed	#1 Cont.
hhr	Hemerocallis 'Happy Returns'	Repeat Blooming Y. Daylilly	#1 Cont.
hpm	Hemerocallis 'Pardon Me'	Repeat Blooming R. Daylilly	#1 Cont.
hpp	Heuchera 'Palace Purple'	Purple Coralbells	#1 Cont.
hfw	Hosta 'Frances Williams'	Frances Williams Hosta	#1 Cont.
hsg	Hosta siebolda 'Guacamole'	Guacamole Hosta	#1 Cont.
ptg	Pachysandra terminalis 'Green Carpet'	Pachysandra	9" o.c. Flats
soh	Stachys officinalis 'Hummelo'	Hummelo Betony	#1 Cont.
ssf	Sedum spectabile 'Autumn Fire'	Autumn Fire Stonecrop	#1 Cont.
vmd	Vinca minor 'Dart's Blue'	Darts Blue Periwinkle	9" o.c. Flats

(xxx) Denotes Shade option based upon unit orientation MS = Multi-stem

F5 Plant List
SCALE: -

HKM
ARCHITECTS + PLANNERS, INC.

43 South Vall Avenue
Arlington Heights, Illinois 60005
P 847.392.9200
F 847.392.9009

HKM DESIGN FIRM NO.: 184-001735 © 2021

Crana Homes
Tinley Park, Illinois

Brookside Glen Villas
191st + 80th
Tinley Park, Illinois

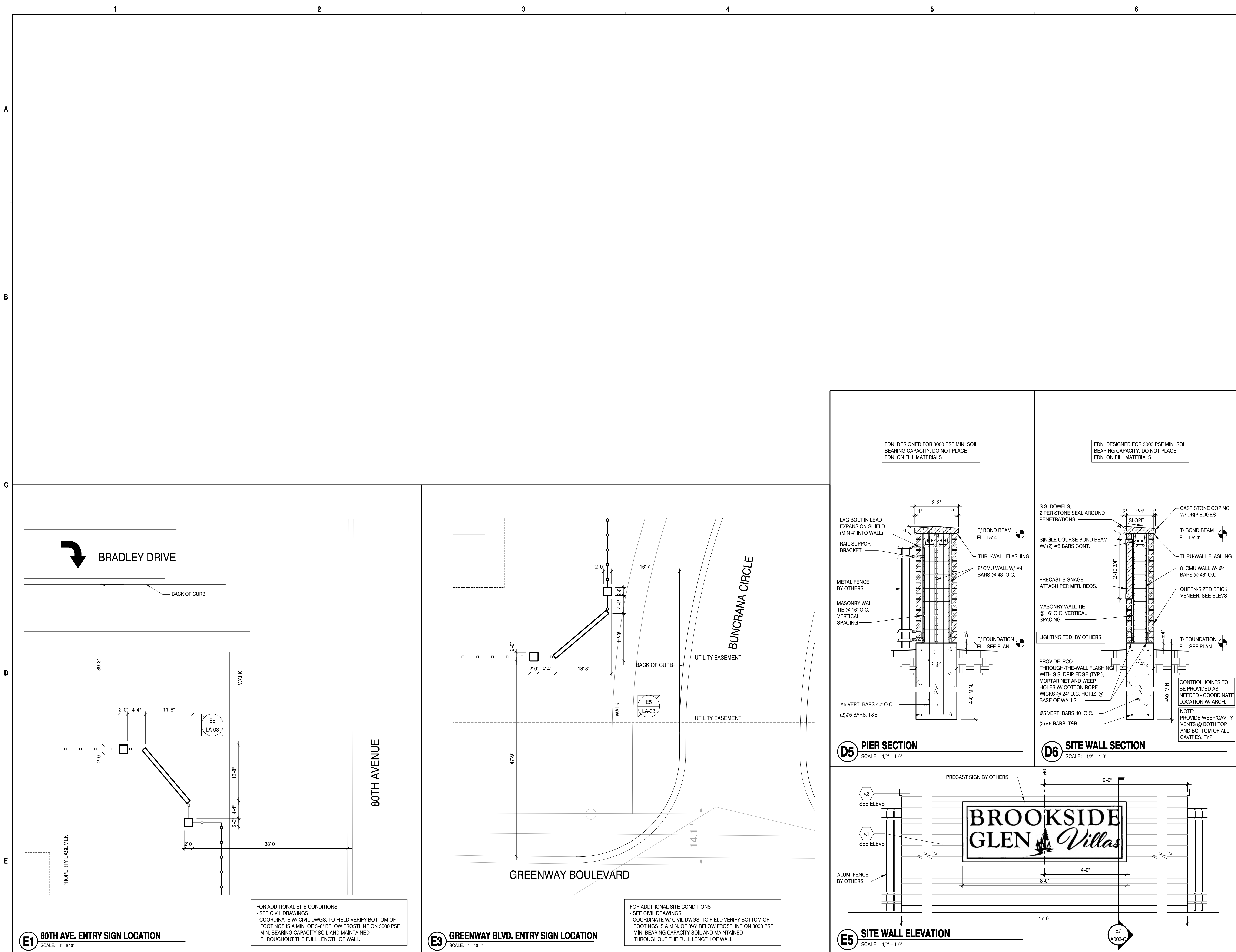
no.	revision	init.	date
1	Rev. per Village Comments		2021.07.27
2	2021.09.03	Rev. per Village Comments	
3	Village-Final Plat		2023-04-20

Details + Unit Landscape Plan

date 2021-04-21 drawn by checked by mtk

Job No. 19015

Sheet No. LA-02



Crana Homes

Tinley Park, Illinois

Brookside Glen Villas

191st + 80th

Tinley Park, Illinois

no.	revision	init.	date
1	Rev. per Village Comments		2021.07.27
2	2021.09.03	Rev. per Village Comments	
3	Village-Final Plat		2023-04-20

Site Wall & Fence Pier Elevations & Sections

date	2021-04-21	drawn by	checked by	mhk
Job No.	19015			
Sheet No.	LA-03			

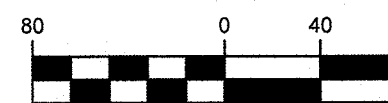
Resubdivision of Lot 1 in Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN WILL COUNTY, ILLINOIS.

Owner: MARQUETTE BANK
9533 WEST 143rd STREET
ORLAND PARK, IL 60462

PLAT IS TO BE RETURNED TO:
MARQUETTE BANK
9533 WEST 143rd STREET
ORLAND PARK, IL 60462

GRAPHIC SCALE



(IN FEET)
1" = 80'

ASSUMED

REVISED JUNE 28, 2023 (BB)
REVISED APRIL 14, 2023 #2023-31093 (BB)
REVISED FEBRUARY 7, 2023 #2023-30921 (BB)
REVISED DECEMBER 20, 2022 PER EMAIL (BB)

ORDERED BY: BRANECKI & VIRGILIO
ADDRESS: 1ST RE-SUBDIVISION OF LOT 1 IN BROOKSIDE GLEN
CHECKED: DRAWN: BB
GREMLEY & BIEDERMANN
PLCS, CORPORATION
LICENSE NO. 064-05532
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM

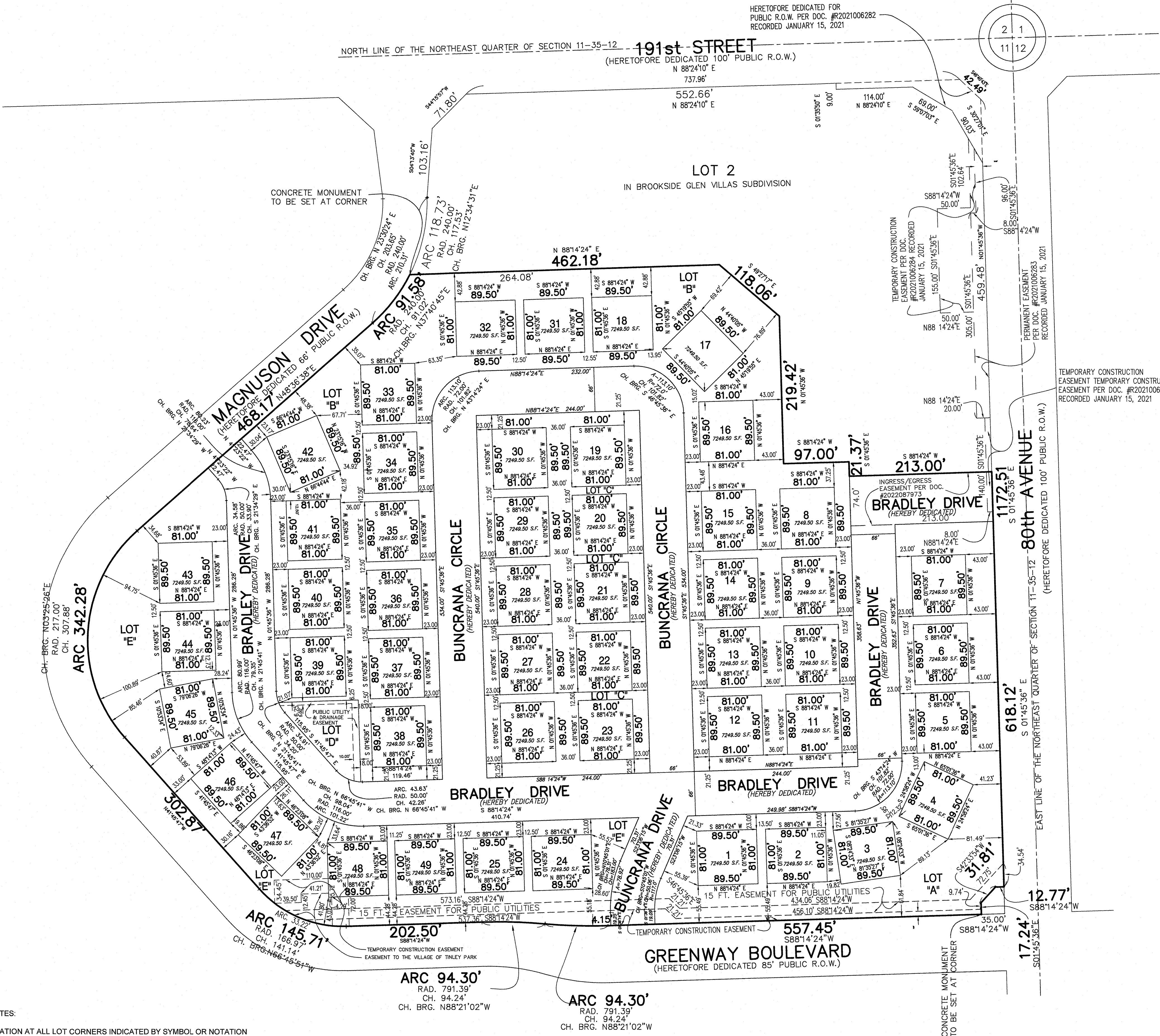
ORDER NO. 2022-30701-001
DATE: NOVEMBER 8, 2022
SCALE: 1" = 80 FEET
PAGE NO. 1 OF 2

SURVEY NOTES:

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION
ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION
UNLESS OTHERWISE INDICATED OR NOTED HEREON.

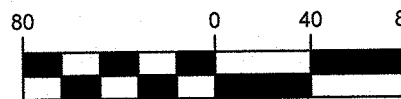
NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.



Resubdivision of Lot 1 in Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN WILL COUNTY, ILLINOIS.

GRAPHIC SCALE



(IN FEET)
1" = 80'

ASSUMED

VILLAGE OF TINLEY PARK BOARD OF TRUSTEES CERTIFICATE

State of Illinois)
)ss
County of Cook)

Approved by the President and Board of Trustees of the Village Of Tinley Park, Illinois, This
Day of A.D.20

By: Village President

Attest: Village Clerk

VILLAGE OF TINLEY PARK PLAN COMMISSION CERTIFICATE

State of Illinois)
)ss
County of Cook)

Approved by the Plan Commission of the Village of Tinley Park, Illinois at a meeting held this
Day of A.D.20

By: Chairman

Attest: Secretary

VILLAGE OF TINLEY PARK VILLAGE COLLECTOR CERTIFICATE

State of Illinois)
)ss
County of Cook)

I find no deferred installments of outstanding unpaid special assessments due against any of the land included in
the above plat.

Dated: A.D. 20

Village Collector
Village of Tinley Park, Illinois

COUNTY RECORDER CERTIFICATE

State of Illinois)
)ss
County of Will)

This instrument number was filed for record in the recorders office of Will County aforesaid
on the day of A.D. 20 at
o'clock M. and recorded in Book of plats, on page

Will County Recorder

COUNTY CLERK CERTIFICATE

State of Illinois)
)ss
County of Will)

This is to certify that I find no delinquent or unpaid current taxes or special assessments against any of the real
estate described in the foregoing certificates. Dated this day of
A.D. 20

Will County Clerk

TAX MAPPING CERTIFICATE

State of Illinois)
)ss
County of Will)

I, Director of the Tax Mapping and Platting Office, do hereby certify that I have
checked the property description on this plat against available county records and find said description to be true
and correct. The property herein described is located in Tax Map# and identified as permanent
real estate
tax index number (PIN)

Dated this day of A.D. 20

Director

Drainage Certificate

State of Illinois)
)ss
County of)

We, the undersigned, do hereby certify that to the best of our knowledge and belief the drainage of surface waters
will not be changed by the construction of this subdivision or that if they are, that adequate provisions, within
acceptable engineering design standards, have been made for the collection and conveyance of such surface
waters from said subdivision to public designated drainage areas, drains or open drainage channels which the
subdivider has a right to use and provisions have been made to protect and safeguard adjoining property owners
against damages sustained as a result of storm water drainage from said construction.

Dated this day of A.D. 20

Illinois Registered Professional Engineer No.

Owner or Attorney

OWNER CERTIFICATE

State of ILLINOIS)
)ss
County of COOK)

The undersigned, as Trustee under Trust Agreement MARQUETTE BANK TRUST #15084 and bearing date
JANUARY 4, 2000 and under deed in trust bearing date FEBRUARY 8, 2021 and recorded in the Recorder's
Office of Will County, Illinois, MARCH 10, 2021 as document #R2021027853 does hereby certify that it is as such
trustee, the owner of the property described hereon and that as such owner has caused the said property to be
surveyed and subdivided as shown on the plat hereon drawn. Dated this day of
A. D. 20

MARQUETTE BANK
as trustee, as aforesaid, and not personally

By: President

Attest: Secretary

State of Illinois)
)ss
County of COOK)

I, a Notary Public in and for the county in the state
aforesaid, do hereby certify that President
of and Secretary
of said personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such President and
Secretary 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 for the uses and purposes therein set forth, and the said
Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said
did affix the said corporate seal of said to said instrument as
his (or her) own free and voluntary act and as the free and voluntary act of said for the
uses and purposes therein set forth. Given under my hand and notarial seal this day of
A.D. 20

Notary Public

SCHOOL DISTRICT CERTIFICATE

State of)
)ss
County of)

The undersigned, as Trustee under Trust Agreement and bearing date
and under deed in trust bearing date and recorded in the Recorder's Office of Will County, Illinois,
as document
does hereby certify that it is as such trustee, the owner of the property
described hereon and that as such owner does hereby certify that the property herein described in the surveyor's
certificate and known as Brookside Meadows P.U.D. Phase One to the best of my knowledge is located within the
boundaries of the Summit Hill School District No. 161 (Grade School District), Lincolnway High School District No.
210 (High School District) and Community College District 525 in Will County, Illinois.

Dated this day of A.D. 20

as trustee, as aforesaid, and not personally

By: President

Attest: Secretary

State of Illinois)
)ss
County of COOK)

I, a Notary Public in and for the county in the state
aforesaid, do hereby certify that President
of and Secretary
of said personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such President and
Secretary 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 for the uses and purposes therein set forth, and the said
Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said
did affix the said corporate seal of said to said instrument as
his (or her) own free and voluntary act and as the free and voluntary act of said for the
uses and purposes therein set forth. Given under my hand and notarial seal this day of
A.D. 20

Notary Public

VILLAGE ENGINEER CERTIFICATE

State of Illinois)
)ss
County of Cook)

Approved by the Village Engineer of the Village of Tinley Park, Illinois, this Day

of A.D.20

By: Village Engineer

EASEMENT PROVISIONS

An easement for serving this subdivision and other property with electric and communications service is hereby
reserved for and granted to the following:

COMMONWEALTH EDISON COMPANY, AMERITECH TELEPHONE COMPANY OF ILLINOIS AND LOCAL
CABLE COMPANY, Village of Tinley Park, Illinois,
and all other public or quasi-public utilities having a franchise agreement with the Village of Tinley Park, Illinois
their respective successors and assigns, jointly and severally, to install, operate, maintain and remove from time to
time, facilities used in connection with overhead and underground transmission and distribution of electricity and
sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted
lines on the plat and marked "Easement", the said property designated in the Declaration of Condominium and/or
on this plat as "Common Elements" and the property designated on the plat as a "Common Area or Areas" and the
property designated on the plat for streets and alleys, whether public or private, together with the right to install
required service connections over or under the surface of each lot and common area or areas to serve
improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees,
bushes and roots as may be reasonably required incident to the rights herein given and the right to enter upon the
subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or
over the property within the dotted lines marked "Easement" without the prior written consent of grantees. After
installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to
interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act",
Chapter 765 ILCS 605/2(e), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and
enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within
the planned development, even though such be otherwise designated on the plat by terms such as "outlots",
"common elements", "open space", "open area", "common ground", "parking and common area". The
terms "common area or areas" and "Common Elements" includes real property surfaced with interior driveways and
walkways, but excludes real property physically occupied by a building, Service Business District or structures such
as a pool or retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of
Grantor/Lot Owner upon written request.

An Easement is Hereby Reserved For and Granted To NORTHERN ILLINOIS GAS COMPANY, GRANTEE, its
successors and assigns, in all platted "easement" areas, streets, alleys, other public ways and places shown on this
plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and
appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not
contiguous thereto. No buildings or other structures shall be constructed or erected in any such "easement areas",
streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the
easements reserved and granted hereby. In all cases, utilities other than the Village of Tinley Park, Illinois shall
contact the Village of Tinley Park, Illinois prior to the proposed placement of any utility.

GRANT OF EASEMENT

A non-exclusive easement for vehicular ingress and egress is hereby granted and declared over, upon and through
that portion of Lots "A", "B", "C" and "E" necessary to provide owners, their guests and invitees, access to each
townhome constructed upon Lots 1 through 49.

BLANKET UTILITY EASEMENT

An easement is hereby reserved for and granted to the Village of Tinley Park, Illinois, Commonwealth Edison,
Ameritech Telephone Company of Illinois, and all other public or quasi-public utilities having a franchise agreement
with the Village of Tinley Park, Illinois, their respective successors and assigns, jointly and severally, for the
placement, installation, use, operation, maintenance, repair, relocation, replacement, and removal of water mains,
storm sewers, sanitary sewers, drainage ditches and swales, electrical, gas and telephone lines, together with all
braces, guys, anchors, manholes, valves and all other equipment and appurtenances necessary in connection
therewith for the purpose of serving the subdivision with utilities, over, upon and under Lots "A", "B", "C" and "E" of
the subdivision, at such locations therein as shall be shown on drawings as may hereafter be submitted to and
approved by owner or its representatives. No structures or obstructions shall be installed or constructed over any
sub surface facilities, but gardens, shrubs and landscaping may be placed over any sub surface facilities that do not
unreasonably interfere with the safety, usefulness of, unreasonably restrict to, or prevent the prompt maintenance
of repair of any such sub surface facilities.

In all cases, utilities other than the Village of Tinley Park, Illinois shall contact the Village of Tinley Park, Illinois prior
to the proposed placement of any utility.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, ROBERT G. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY
CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:
, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

LOT 1 IN BROOKSIDE GLEN VILLAS SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

CONTAINING 1,049,767 SQUARE FEET OR 24.099 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN
THE CORPORATE LIMITS OF THE TINLEY PARK, WILL COUNTY, ILLINOIS, WHICH HAS
ADOPTED A PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY
DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN ZONE X (AREAS OF
MINIMAL FLOOD HAZARD) ON THE FLOOD INSURANCE RATE MAP, WILL COUNTY,
ILLINOIS, COMMUNITY PANEL NO. 17197C 0212 G, MAP REVISED FEBRUARY 15, 2019
AND PANEL NO. 17197C 0216 G, MAP REVISED FEBRUARY 15, 2019

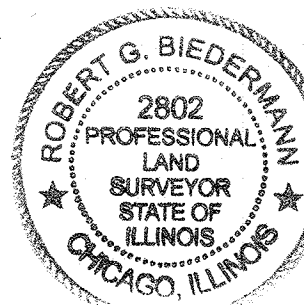
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE
CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 3, 2019.

SIGNED ON JUNE 28, 2023.

By: Robert G. Biedermann
ROBERT G. BIEDERMANN

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
MY LICENSE EXPIRES NOVEMBER 30, 2024



REVISED JUNE 28, 2023 (BB)
REVISED APRIL 14, 2023 #2023-31093 (BB)
REVISED DECEMBER 20, 2022 PER EMAIL (BB)

ORDERED BY: BRANECKI & VIRGILIO	CHECKED: BB	DRAWN: BB
ADDRESS: 1ST RE-SUBDIVISION OF LOT 1 IN BROOKSIDE GLEN		
GREMLEY & BIEDERMANN		
PLCS, CORPORATION LICENSEE NO. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2022-30701-001	DATE: NOVEMBER 8, 2022	PAGE NO. 2 OF 2
SCALE: 1 INCH = 80 FEET		

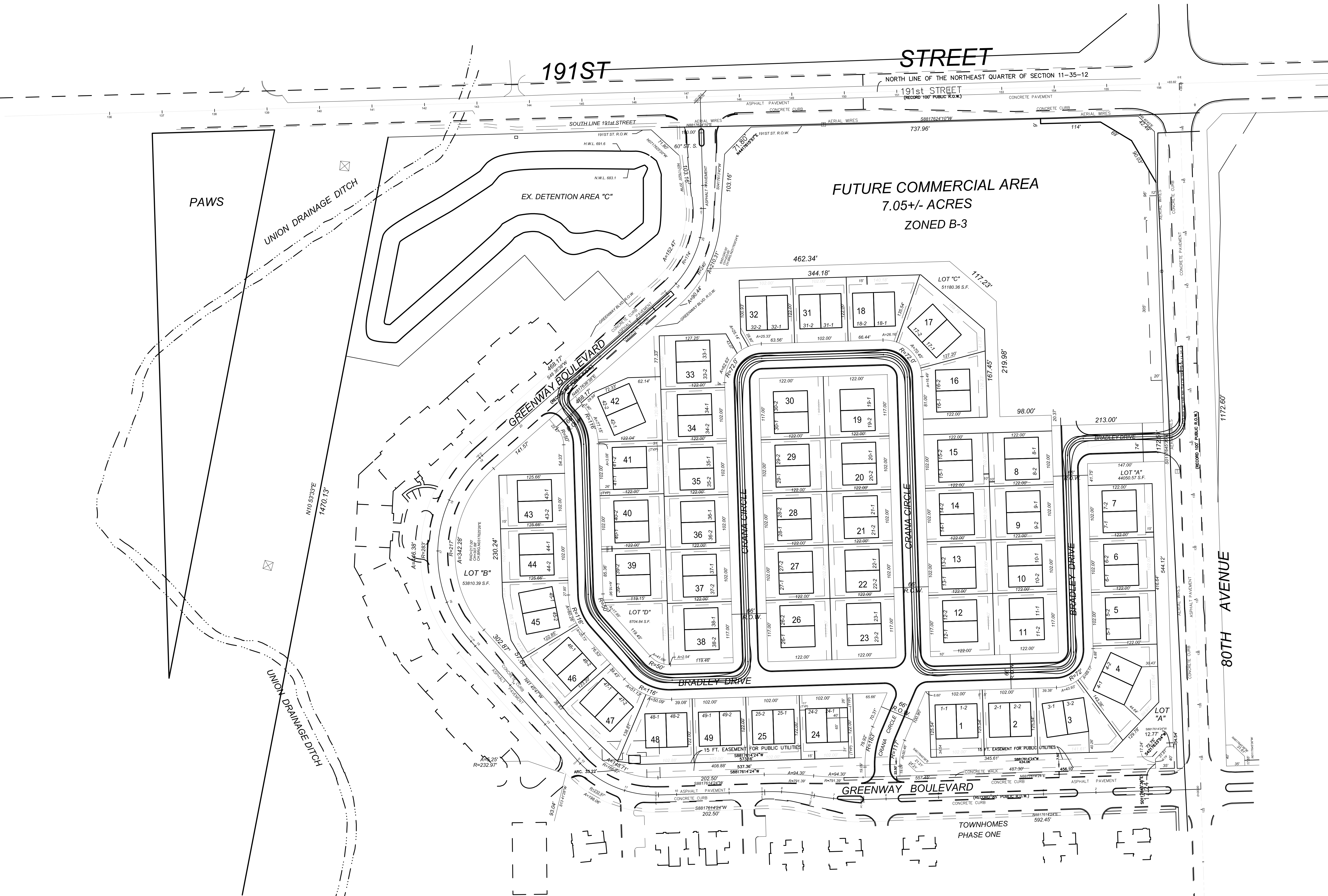
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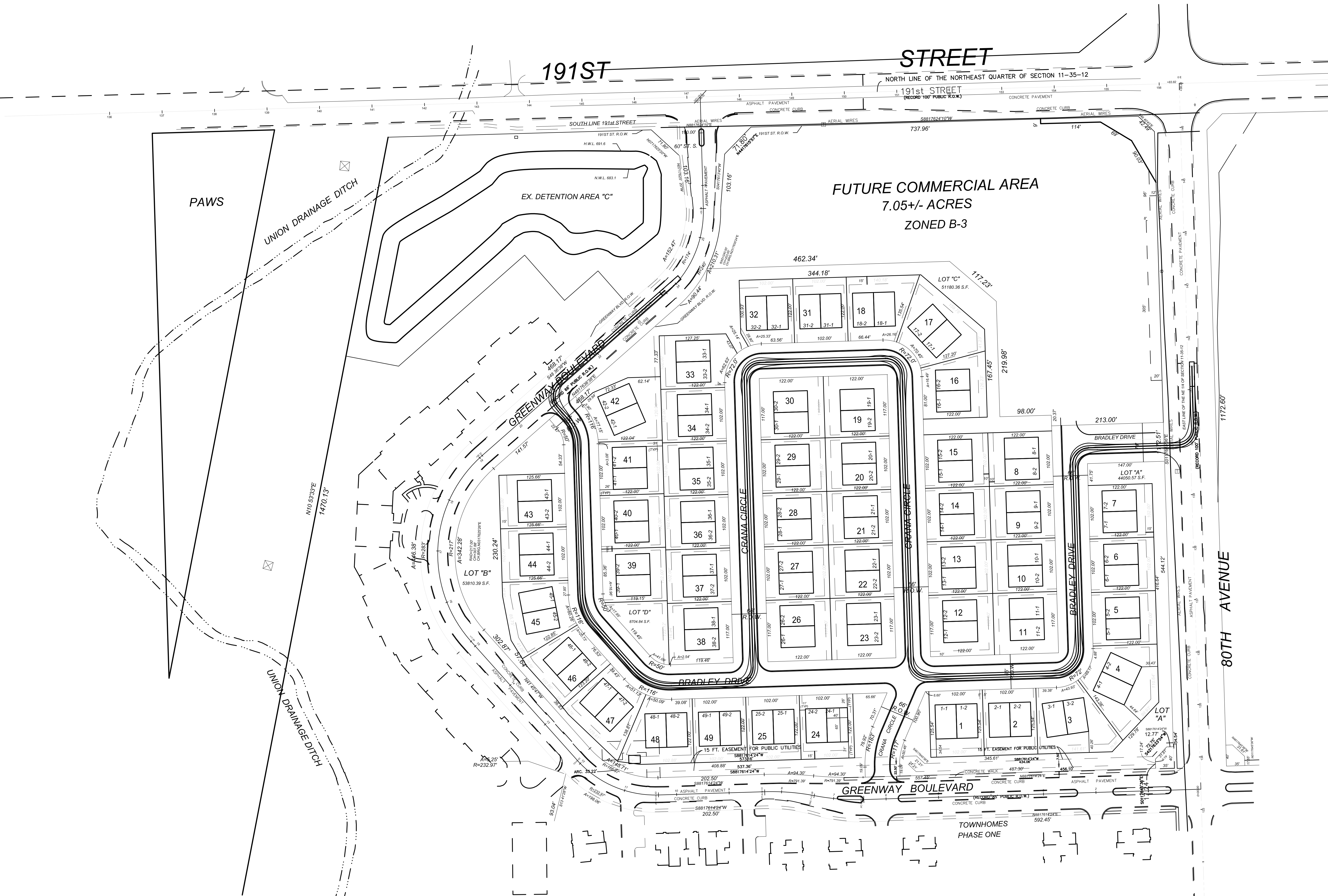
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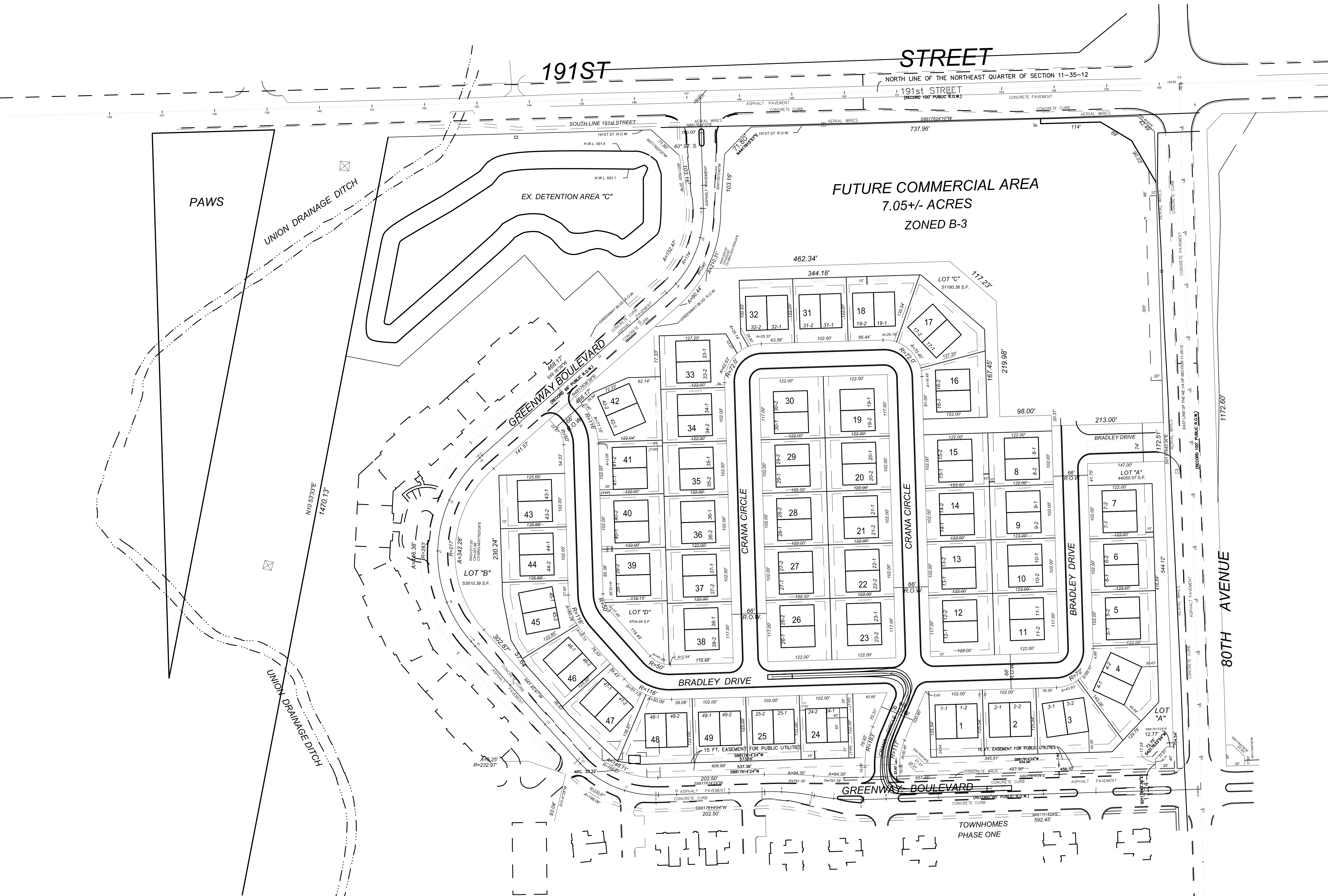
MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION
ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION
UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.







191ST

STREET

NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11-35-12

191st STREET
(RECORD 100' PUBLIC R.O.W.)

CONCRETE PAVEMENT

CONCRETE CURB

AERIAL WIRES

PAWS

UNION DRAINAGE DITCH

EX. DETENTION AREA "C"

FUTURE COMMERCIAL AREA
7.05+/- ACRES
ZONED B-3

GREENWAY BOULEVARD
(RECORD 66' PUBLIC R.O.W.)

CRANA CIRCLE

CRANA CIRCLE

BRADLEY DRIVE

80TH AVENUE

LOT "B"

LOT "D"

LOT "A"

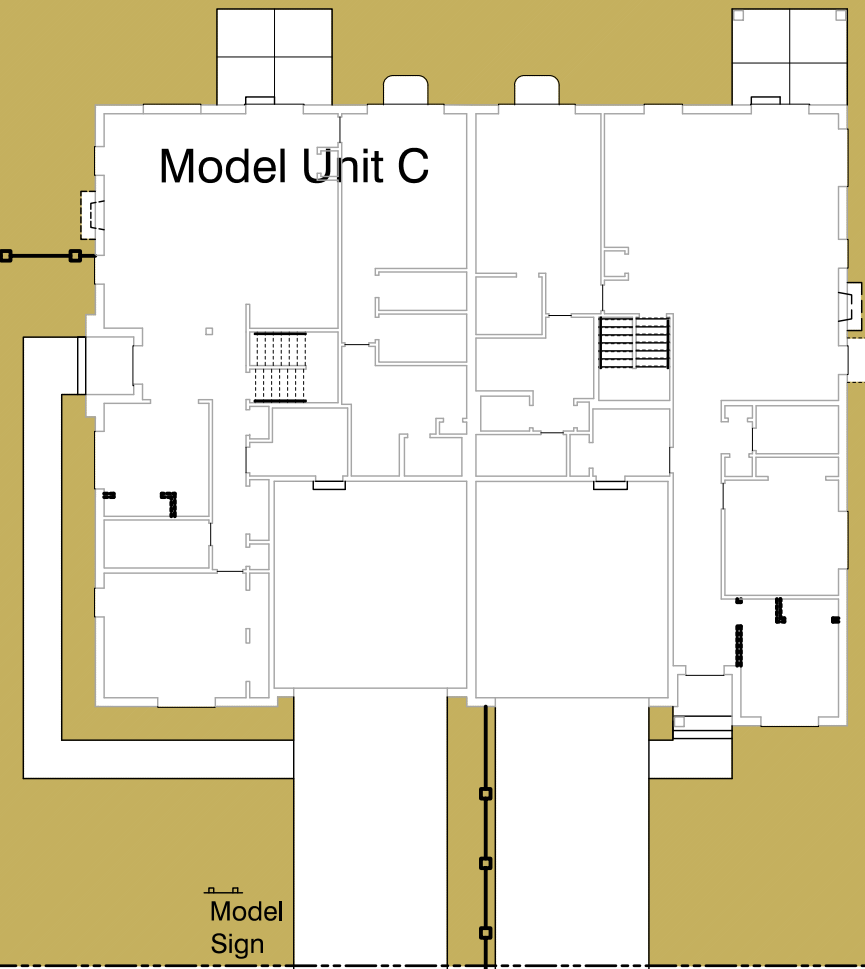
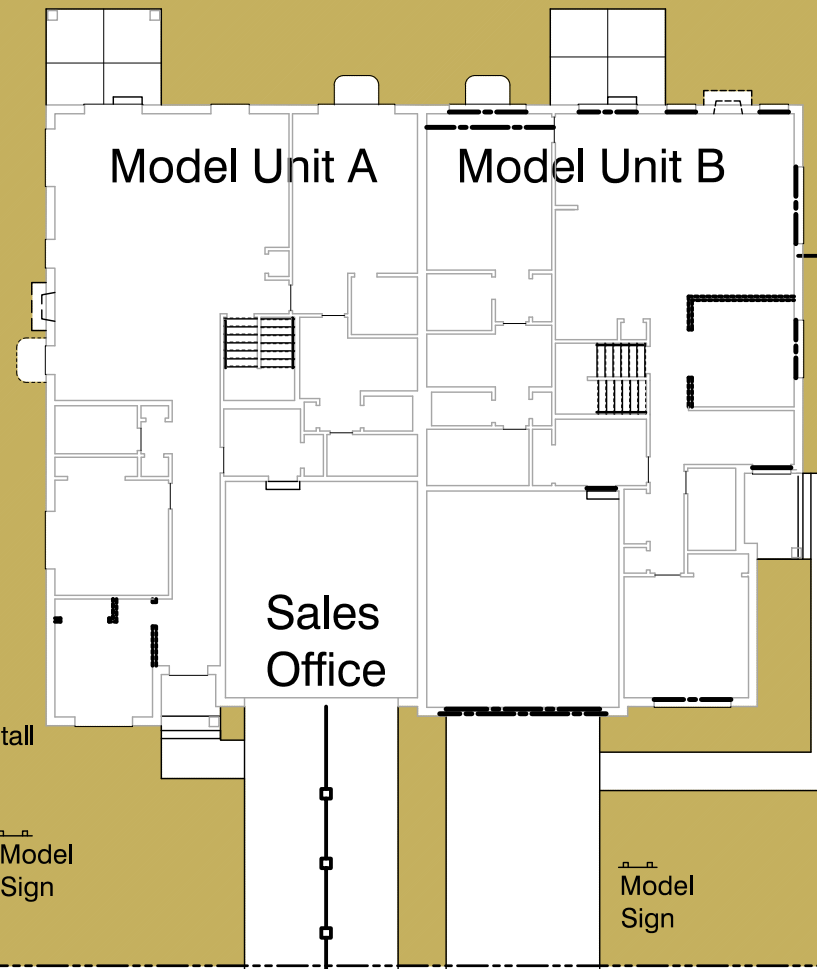
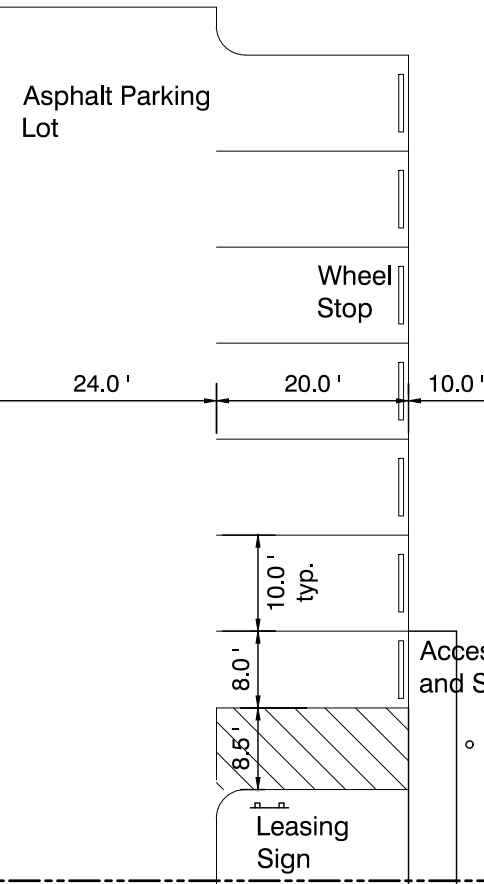
LOT "A"

TOWNHOMES
PHASE ONE

Lot 7

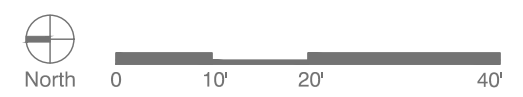
Lot 6

Lot 5



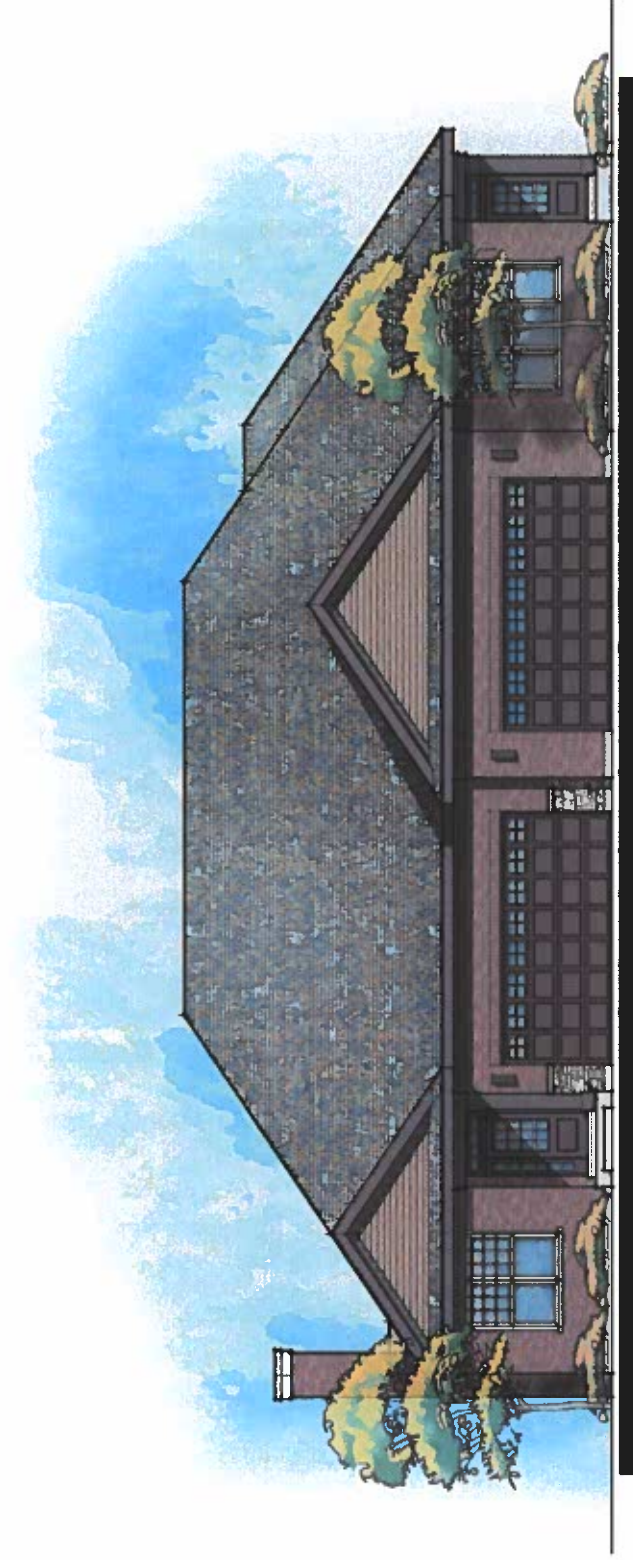
Fence

Fence



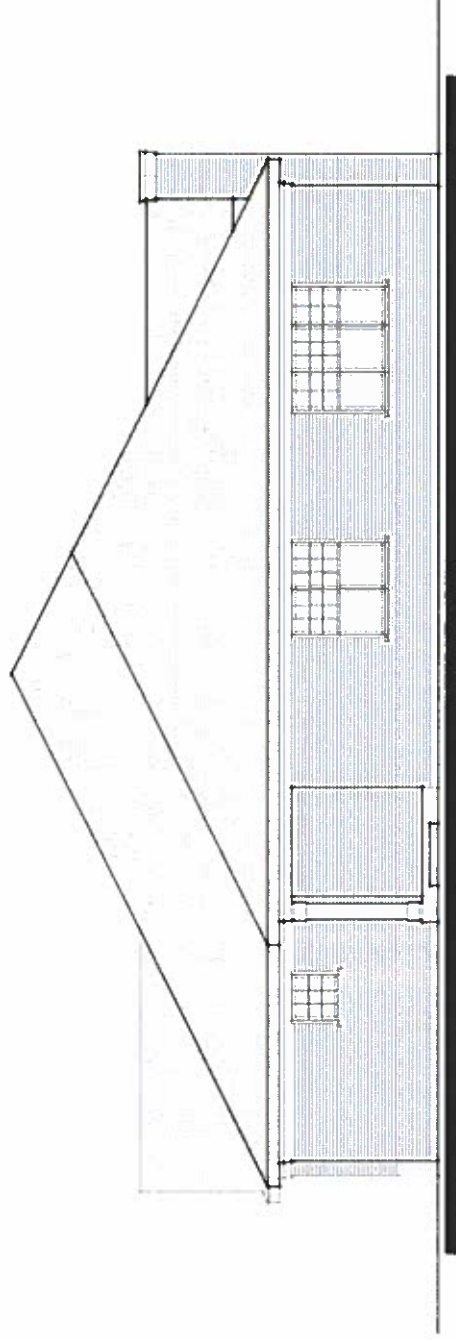




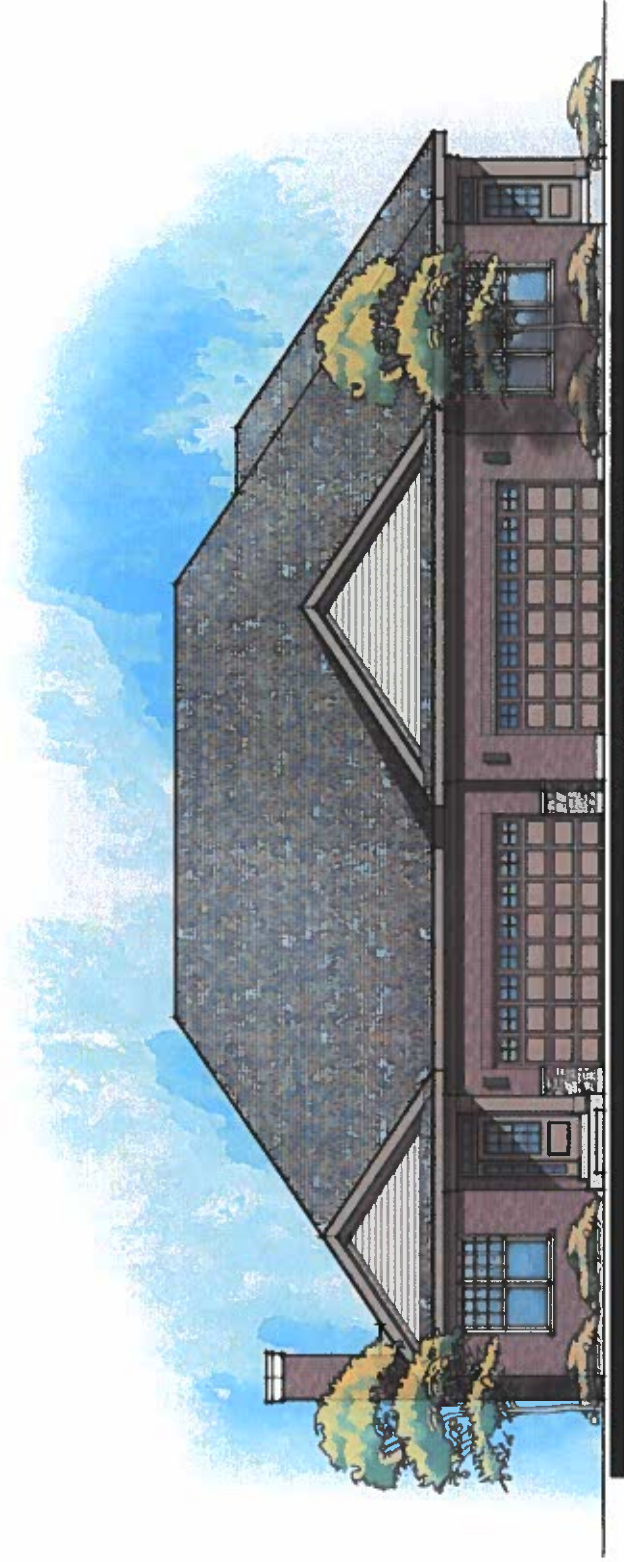


Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation

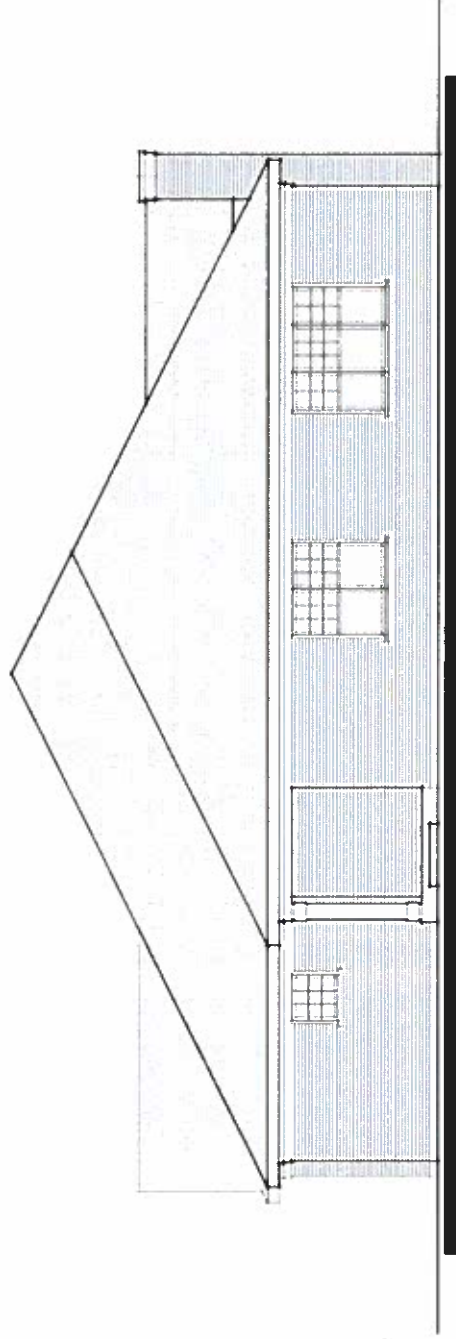


Unit B Side Elevation

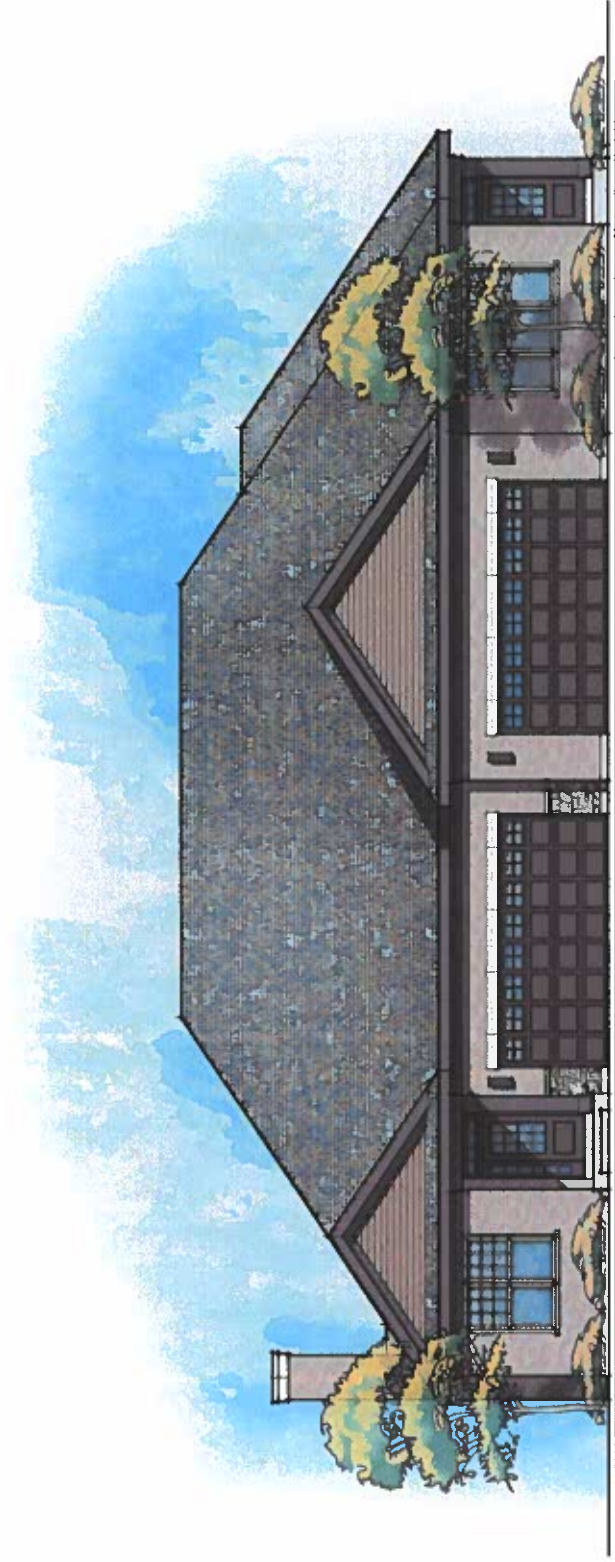


Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation

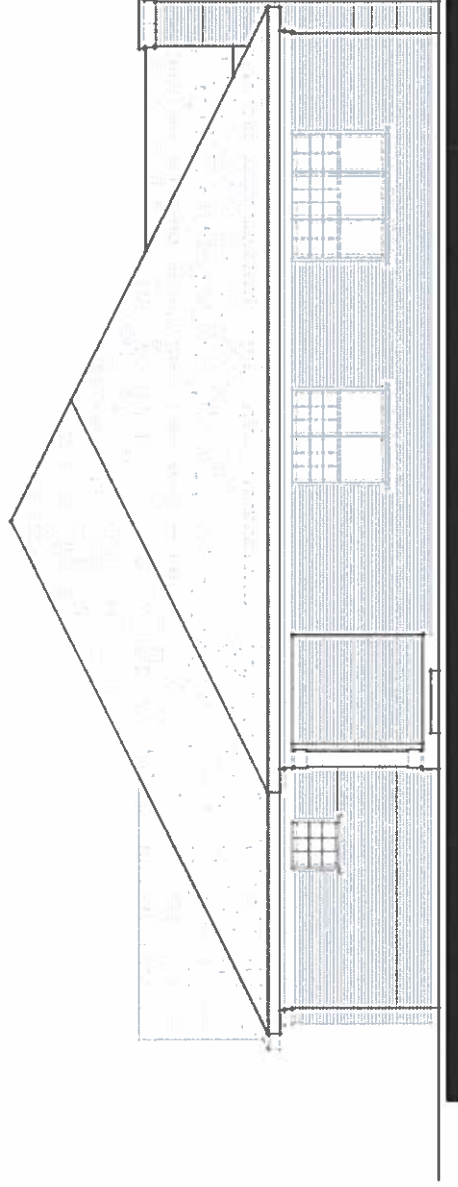


Unit B Side Elevation

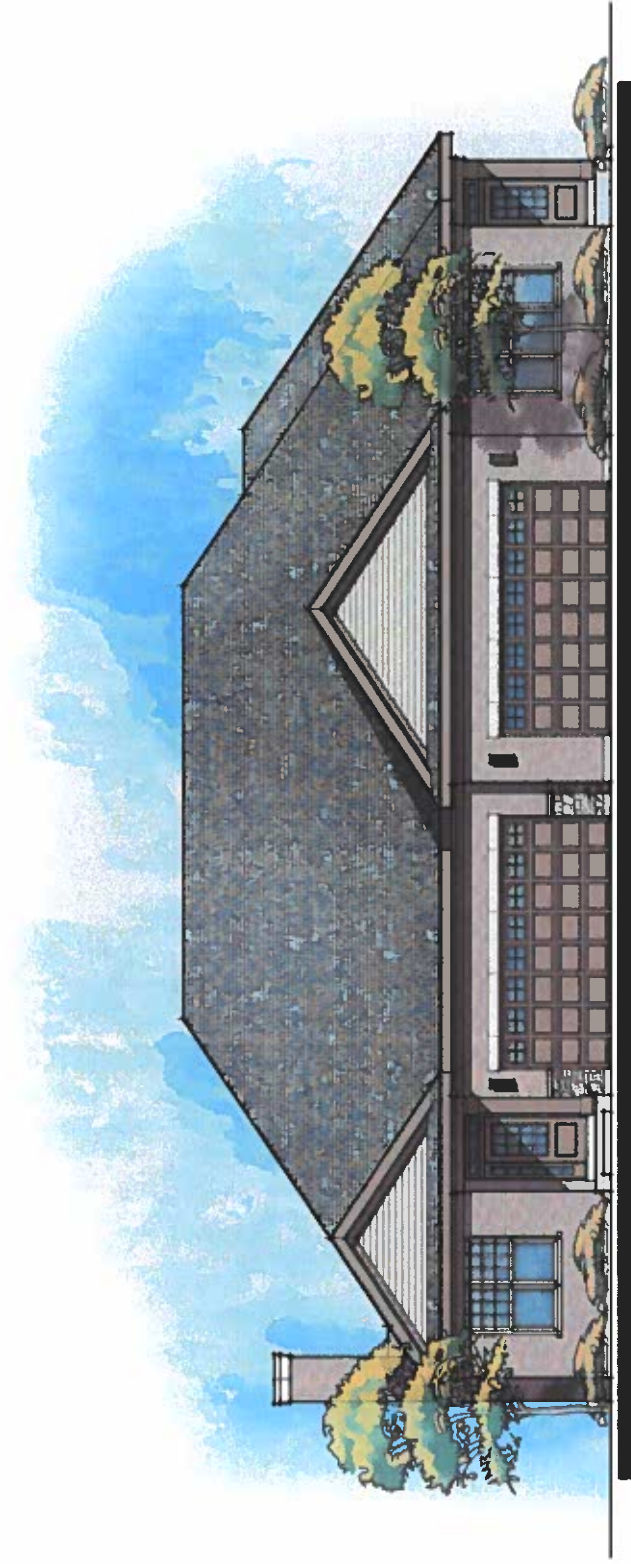


Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation

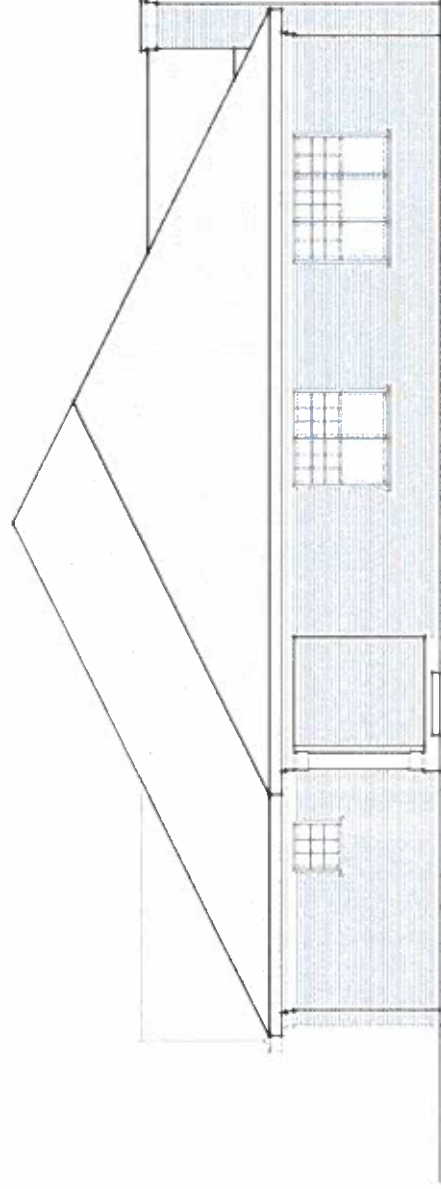


Unit B Side Elevation



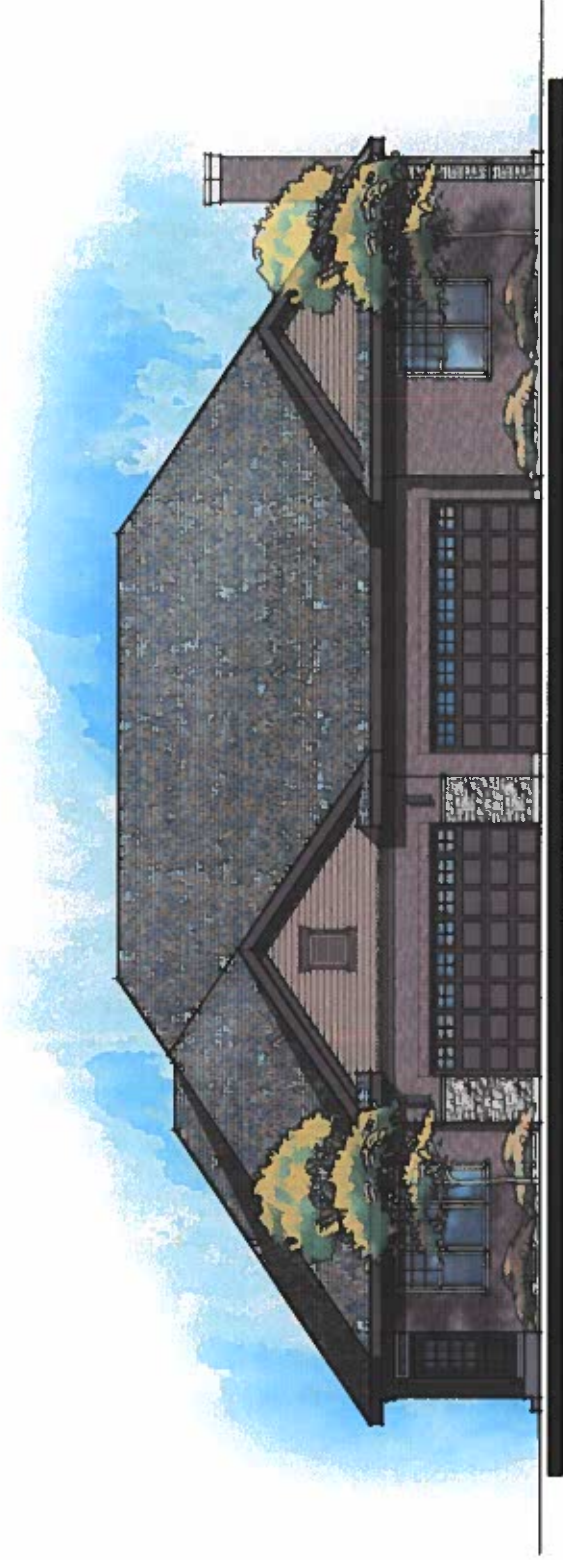
Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



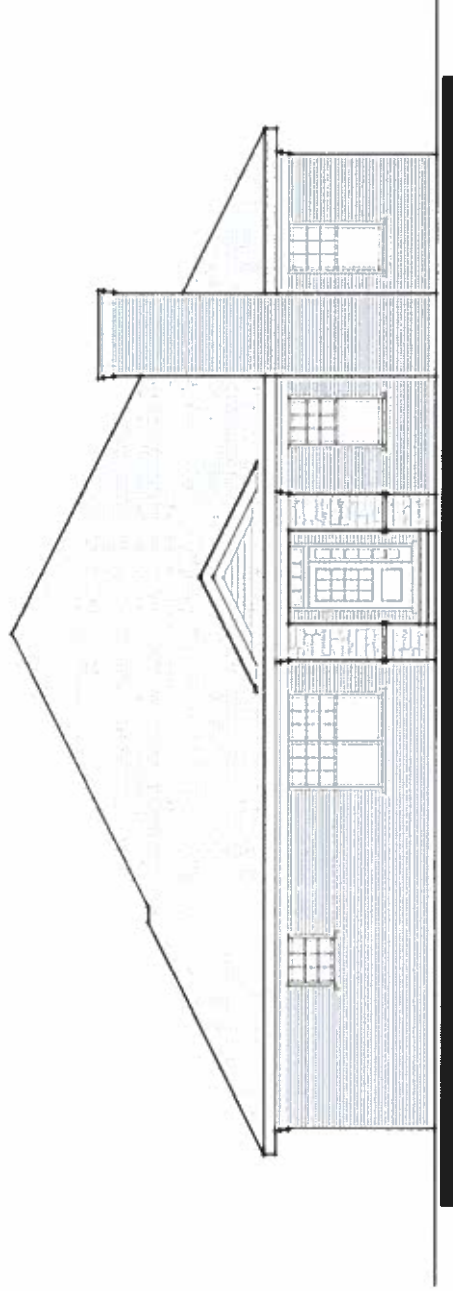
Unit B Side Elevation



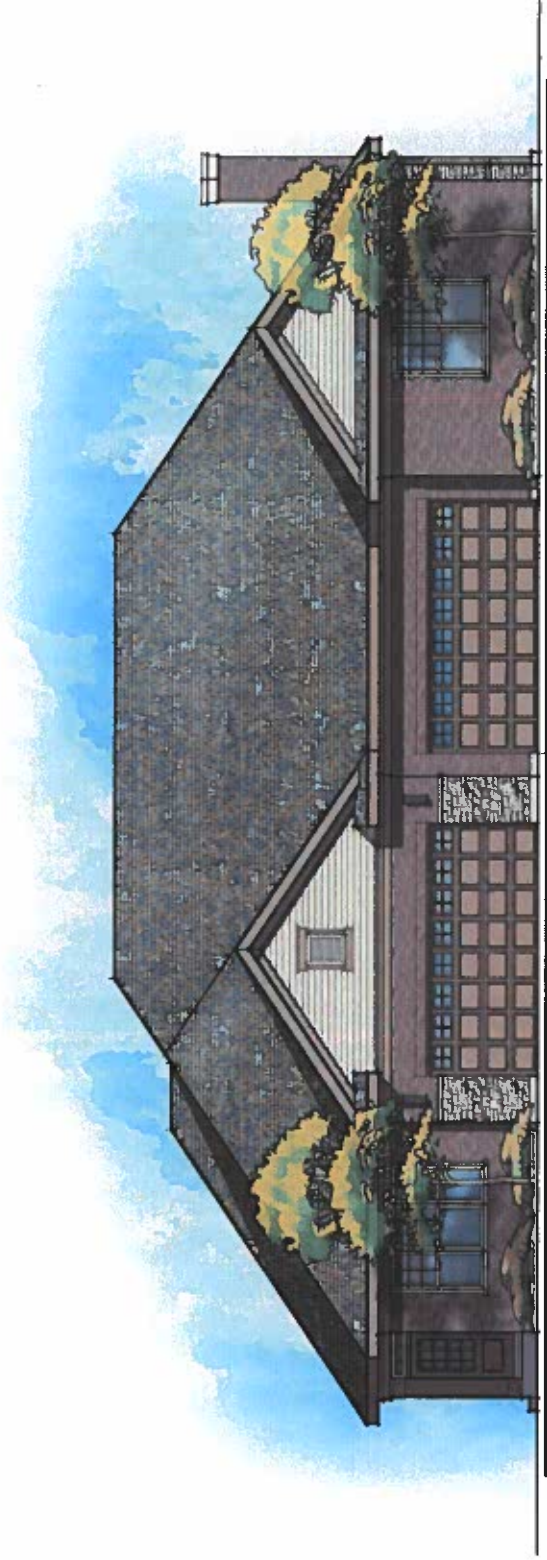


Unit B1 Front Elevation

Unit C Front Elevation

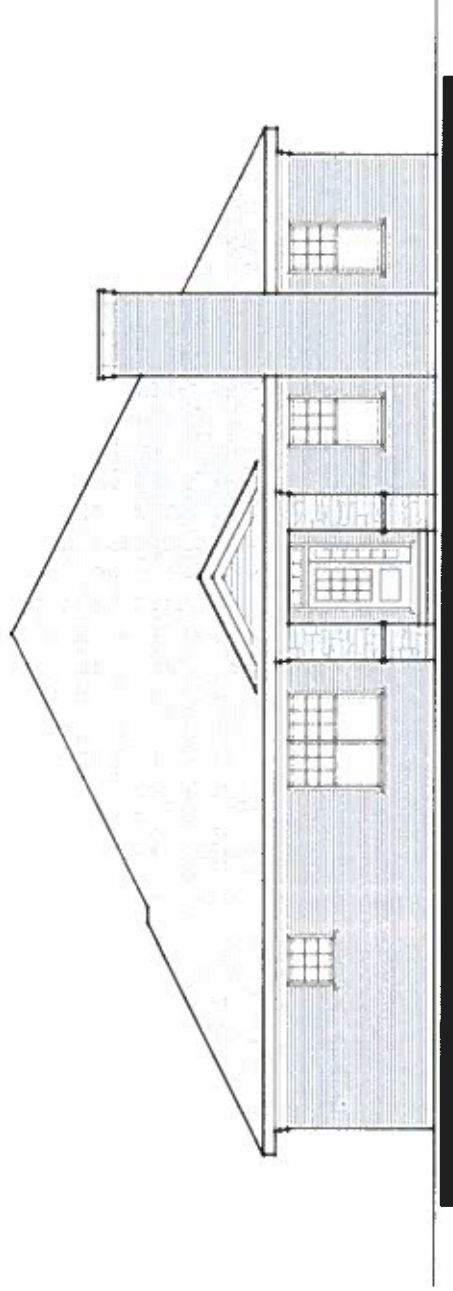


Unit C Side Elevation

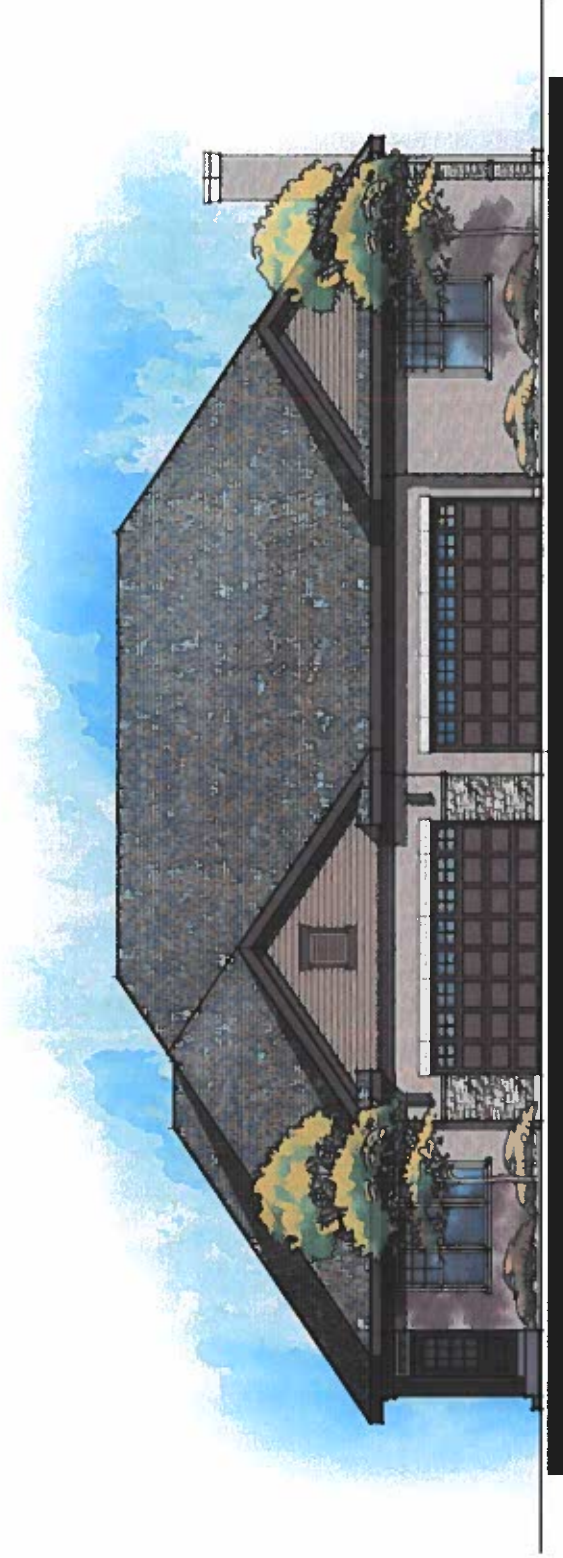


Unit B1 Front Elevation

Unit C Front Elevation

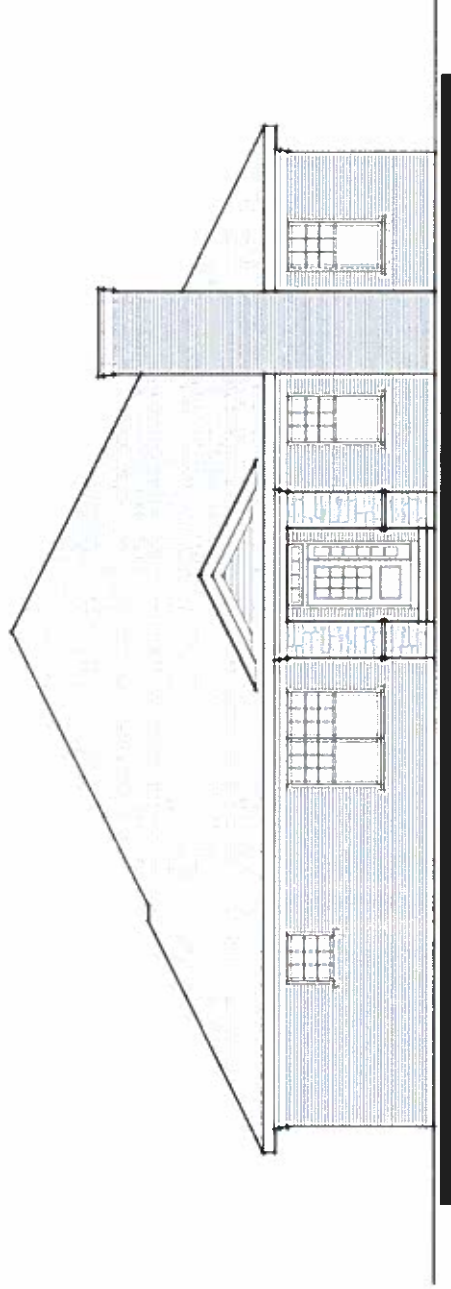


Unit C Side Elevation



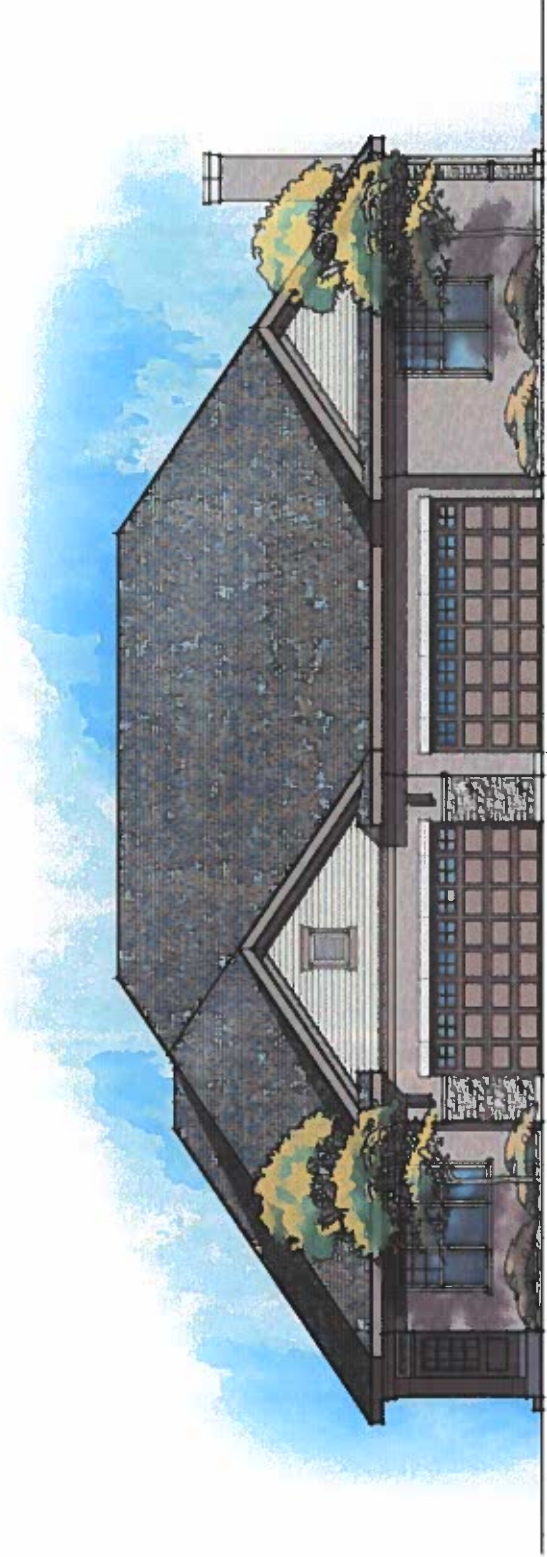
Unit B1 Front Elevation

Unit C Front Elevation



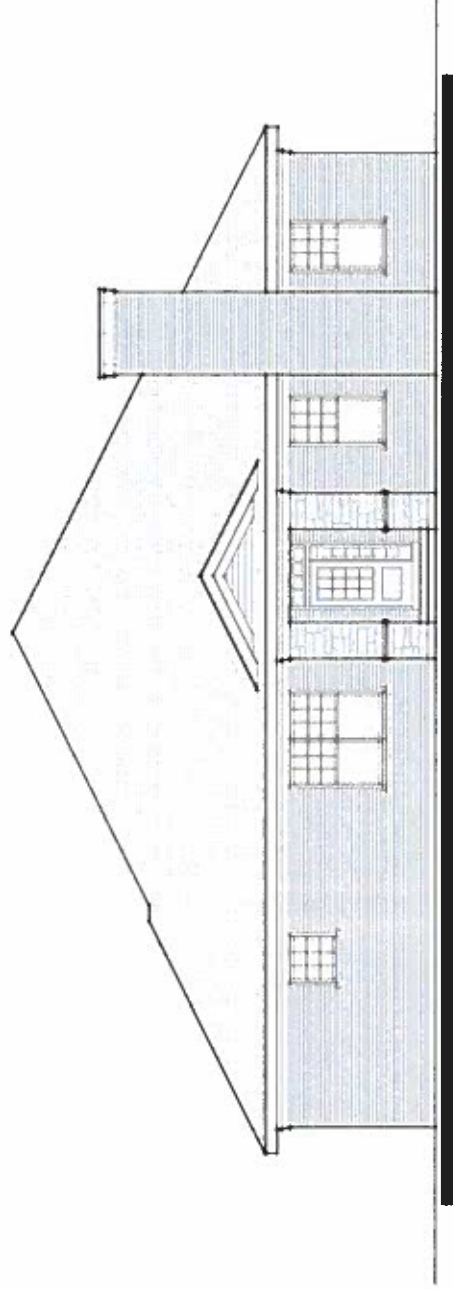
Unit C Side Elevation



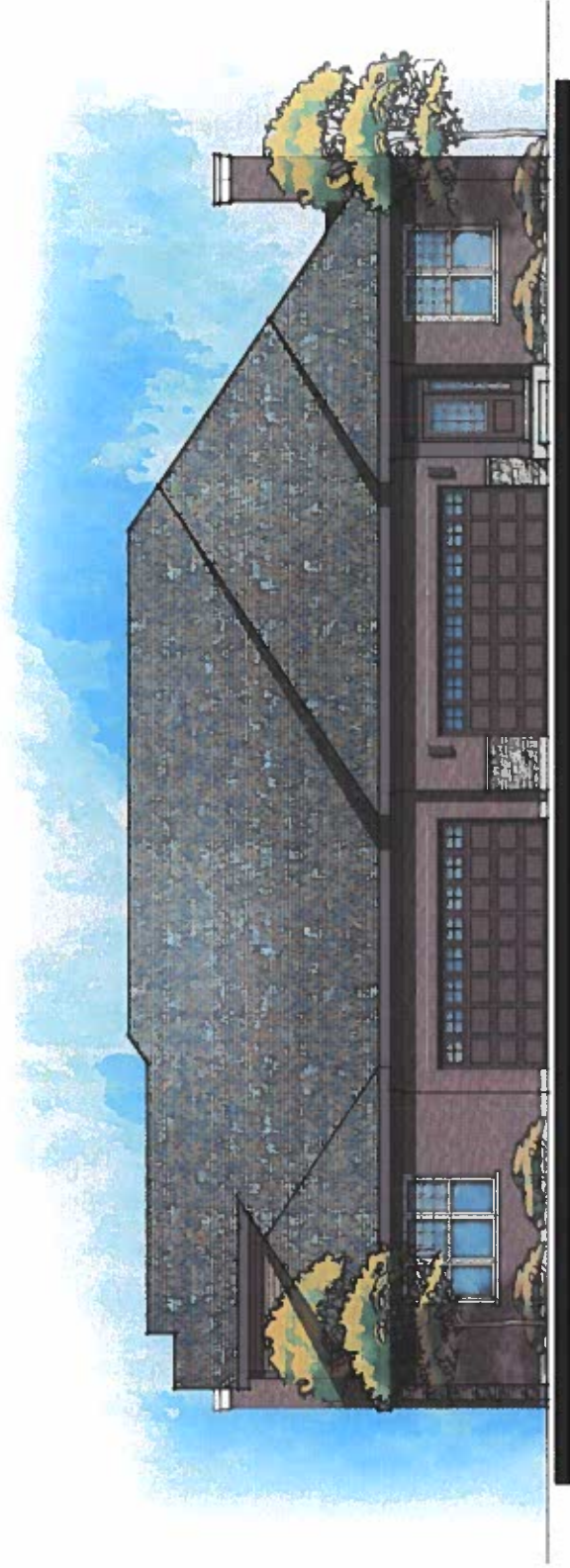


Unit B1 Front Elevation

Unit C Front Elevation

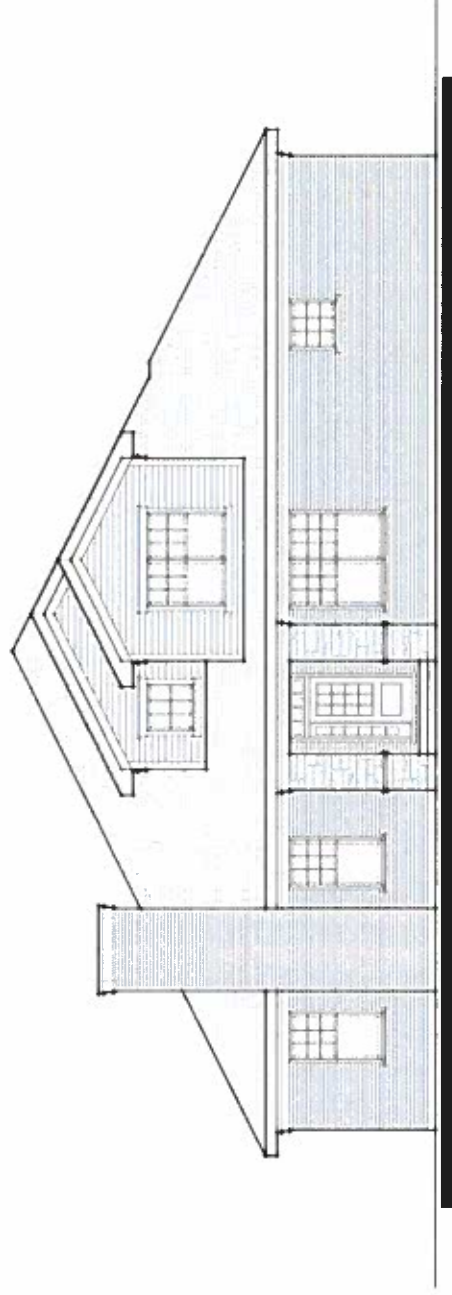


Unit C Side Elevation



Unit A Front Elevation

Unit C Front Elevation
w/ Opt 2nd Flr.



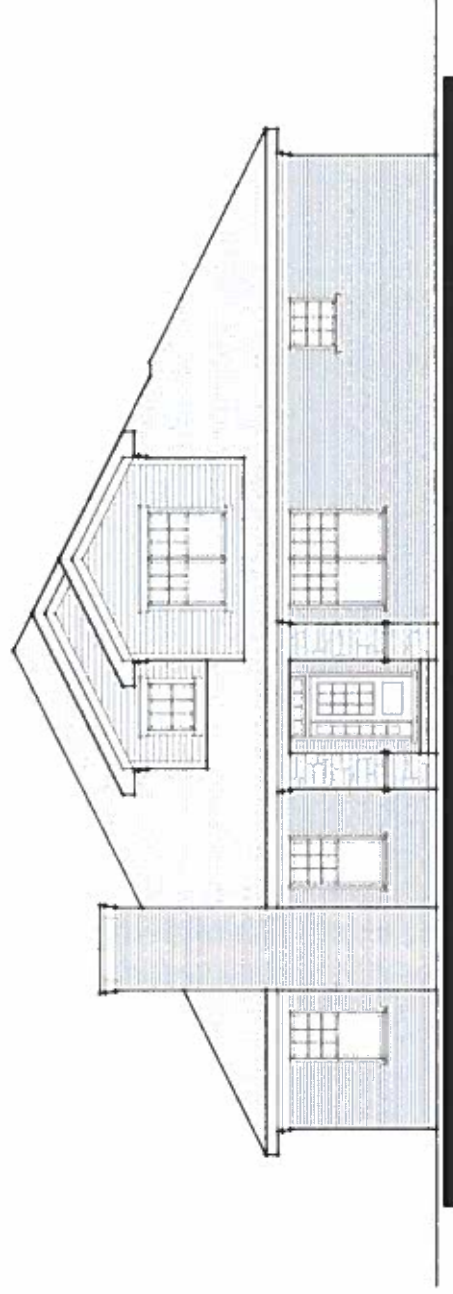
Unit C Side Elevation
w/ Opt 2nd Flr.





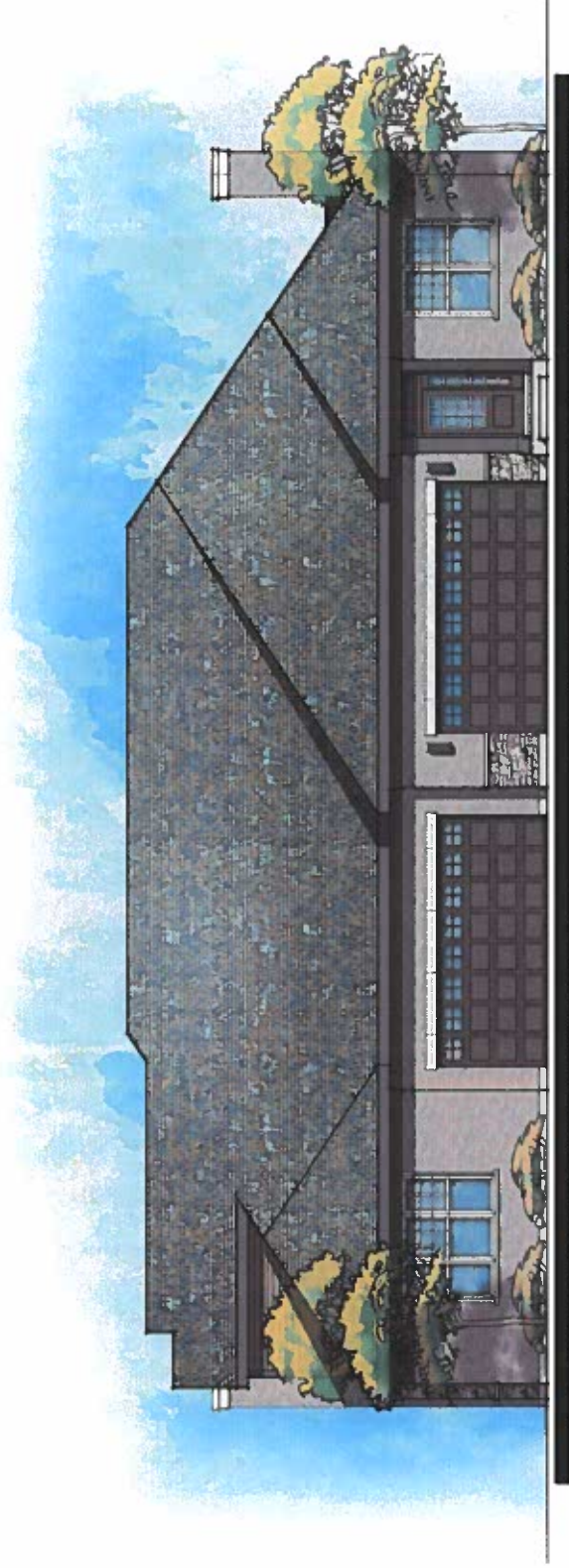
Unit C Front Elevation
w/ Opt 2nd Flr.

Unit A Front Elevation



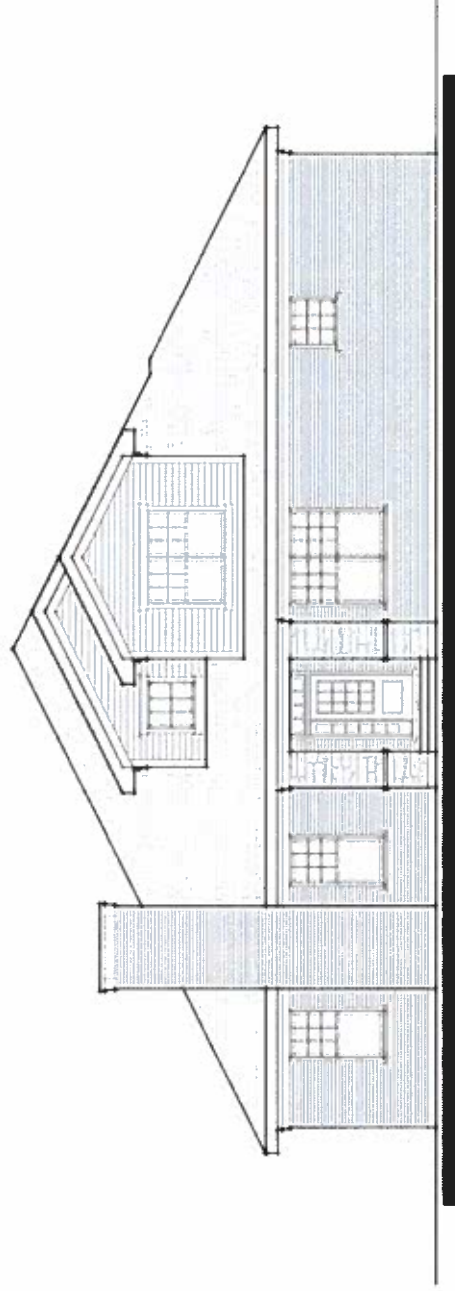
Unit C Side Elevation
w/ Opt 2nd Flr.





Unit A Front Elevation

Unit C Front Elevation
w/ Opt 2nd Flr.



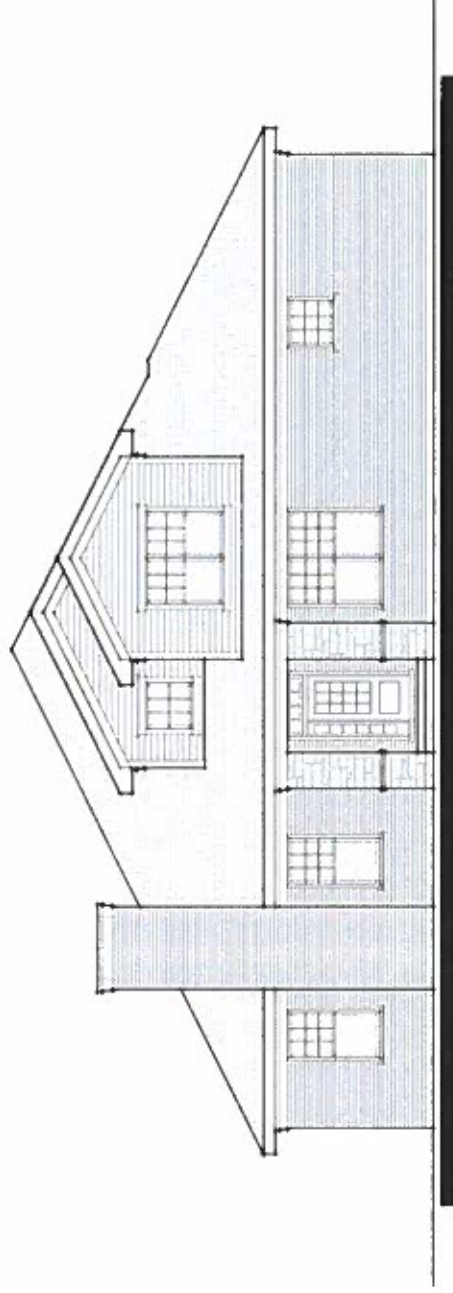
Unit C Side Elevation
w/ Opt 2nd Flr.



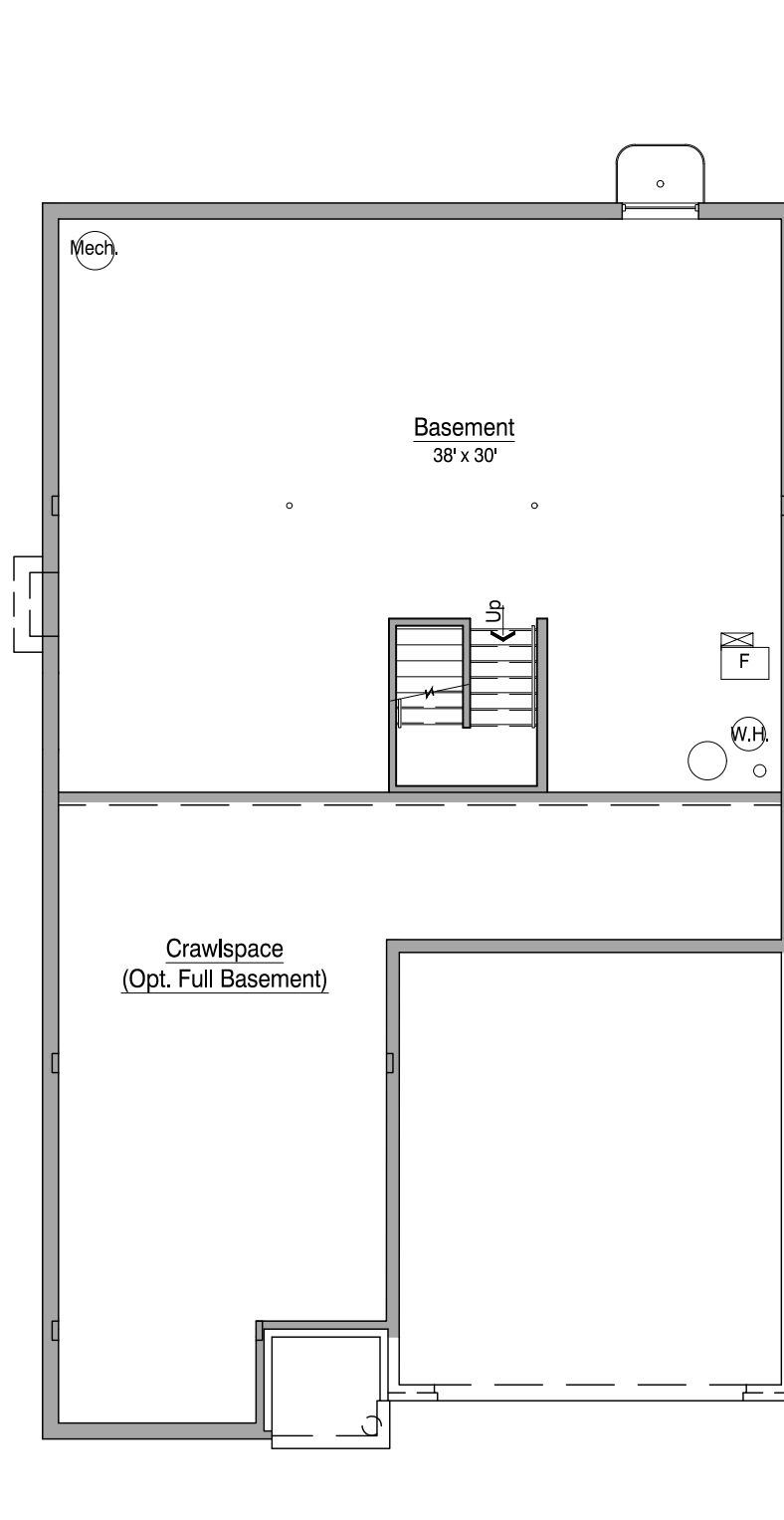


Unit A Front Elevation

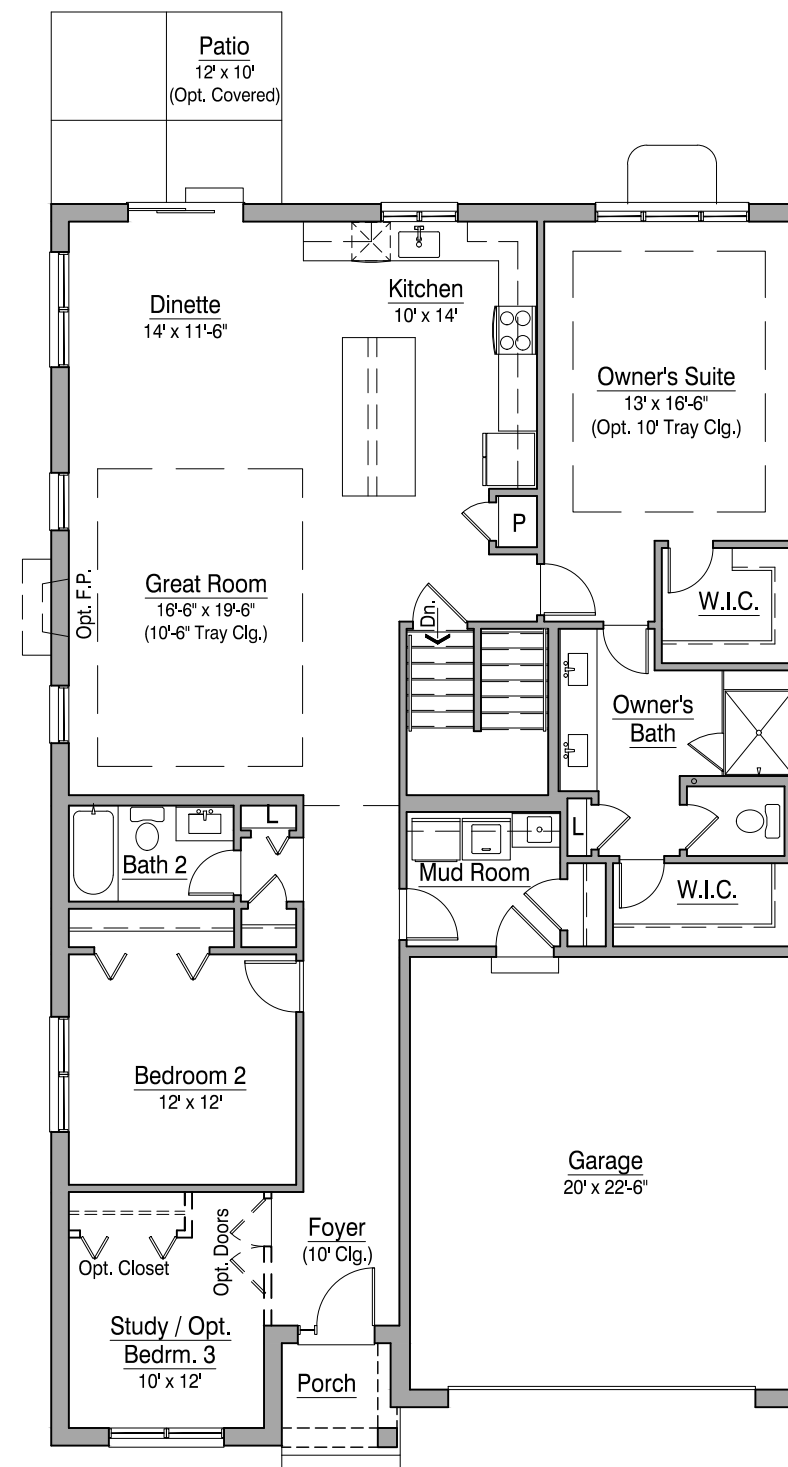
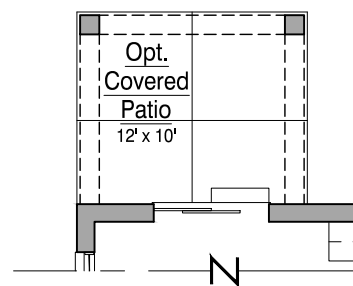
Unit C Front Elevation
w/ Opt 2nd Flr.



Unit C Side Elevation
w/ Opt 2nd Flr.

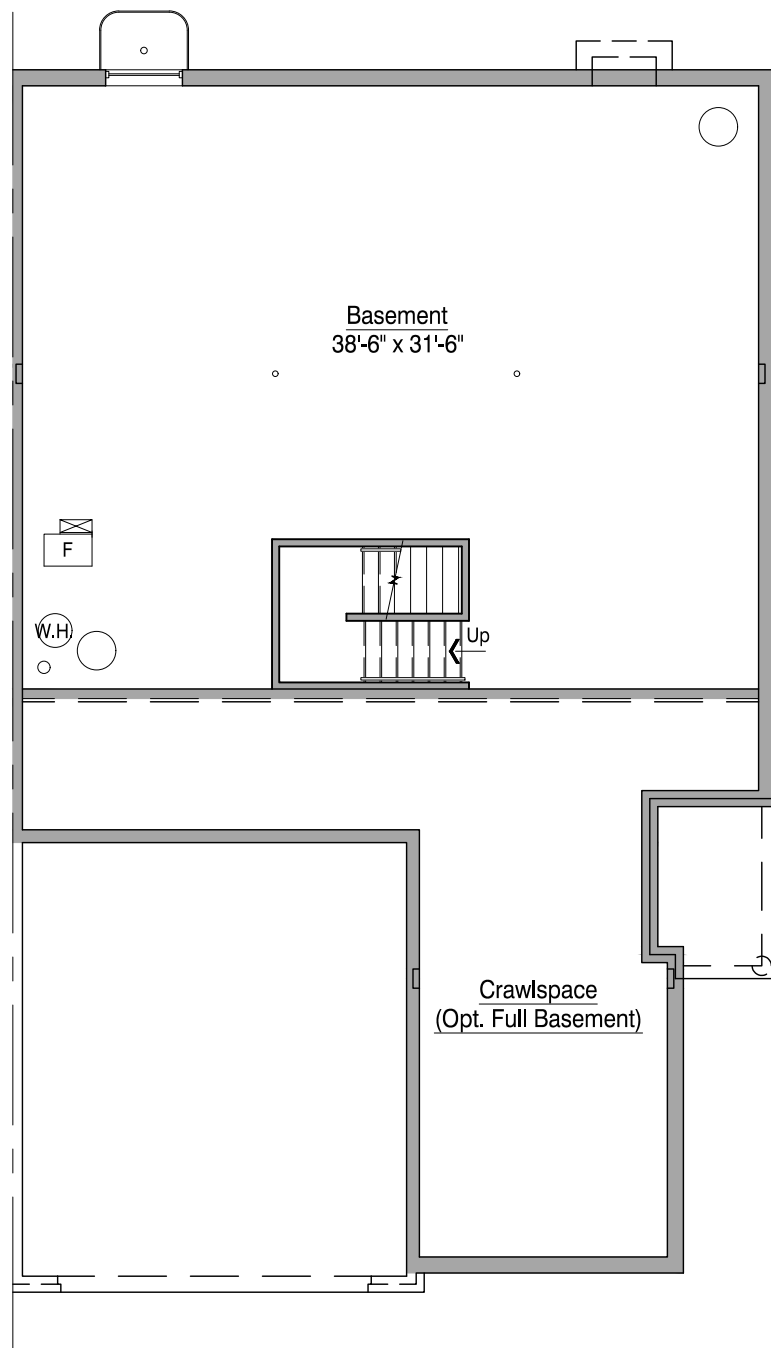


Basement Plan
±1025 sqft

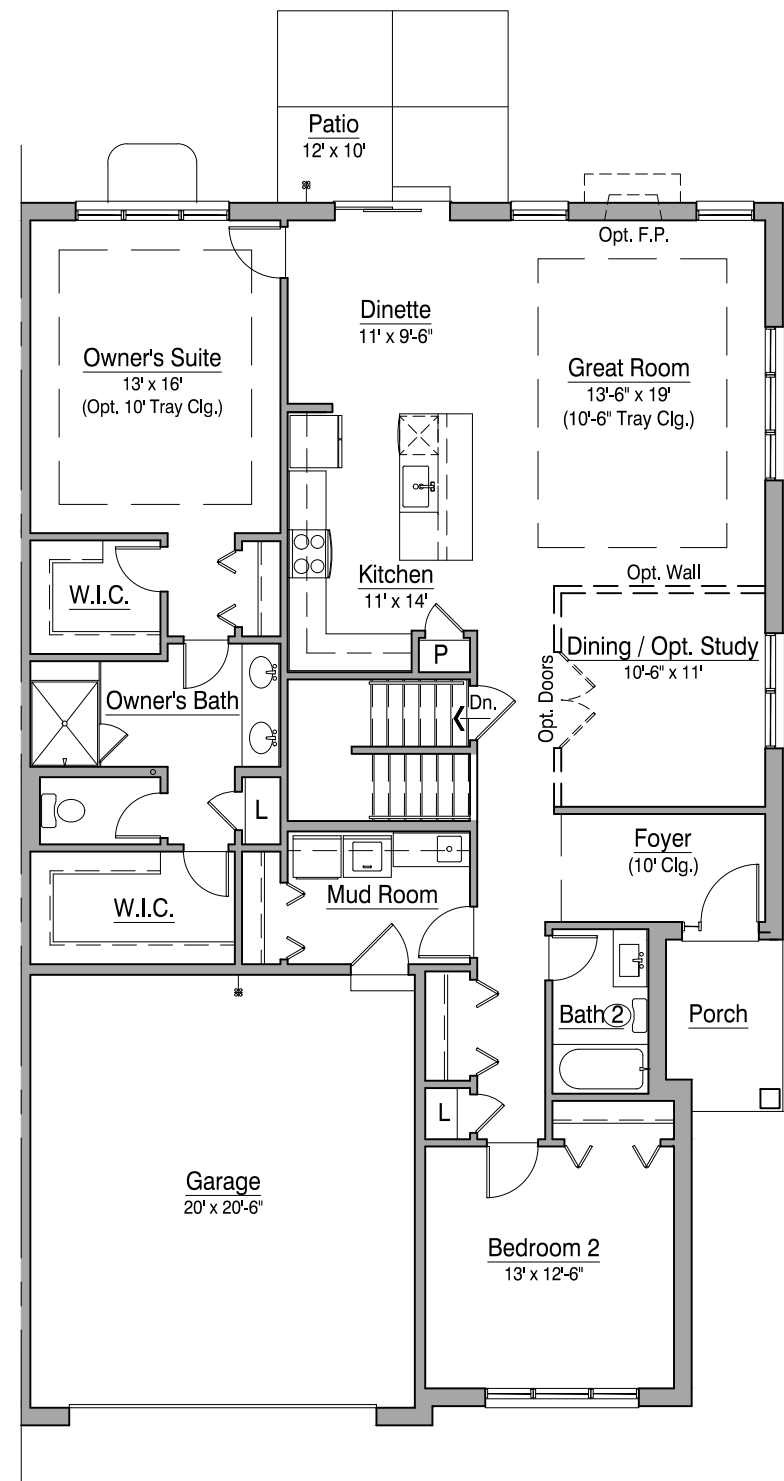


Main Floor Plan
±1975 sqft



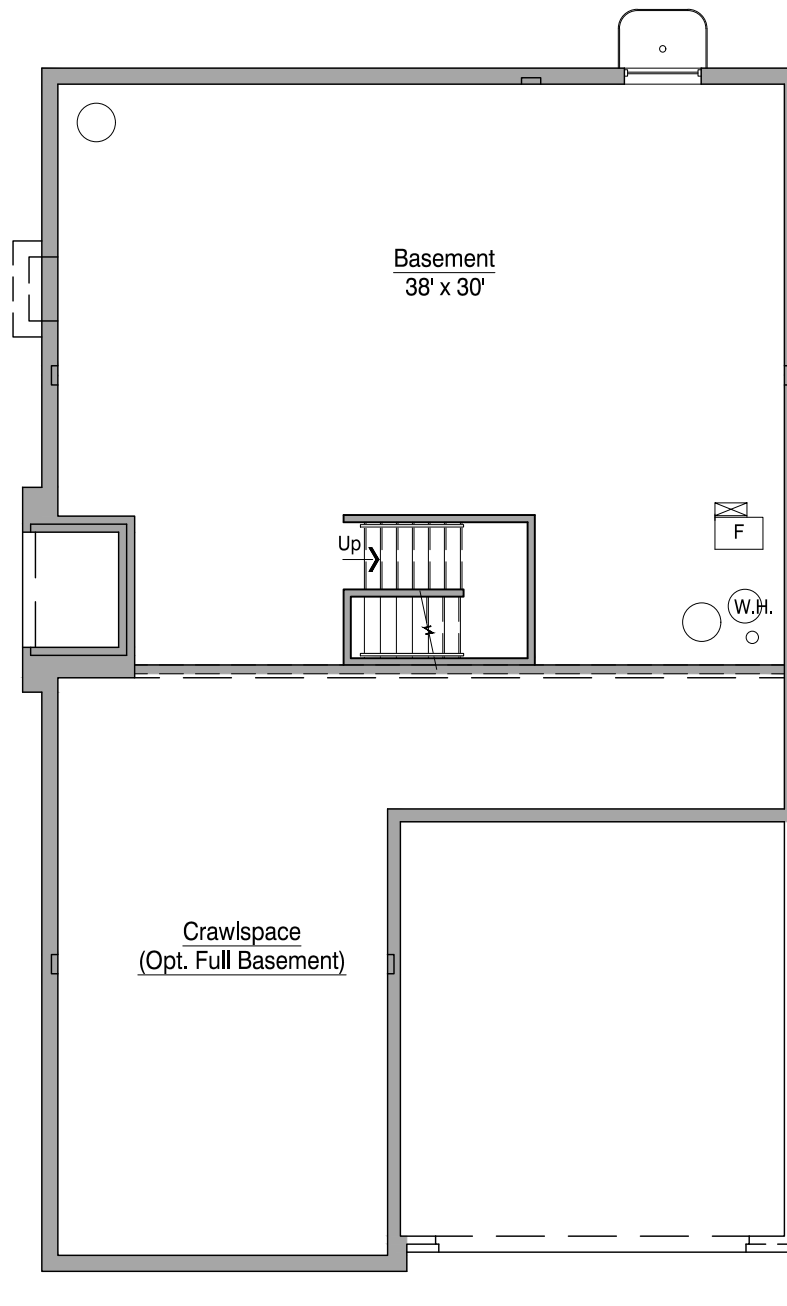


Basement Plan
± 1125 sqft

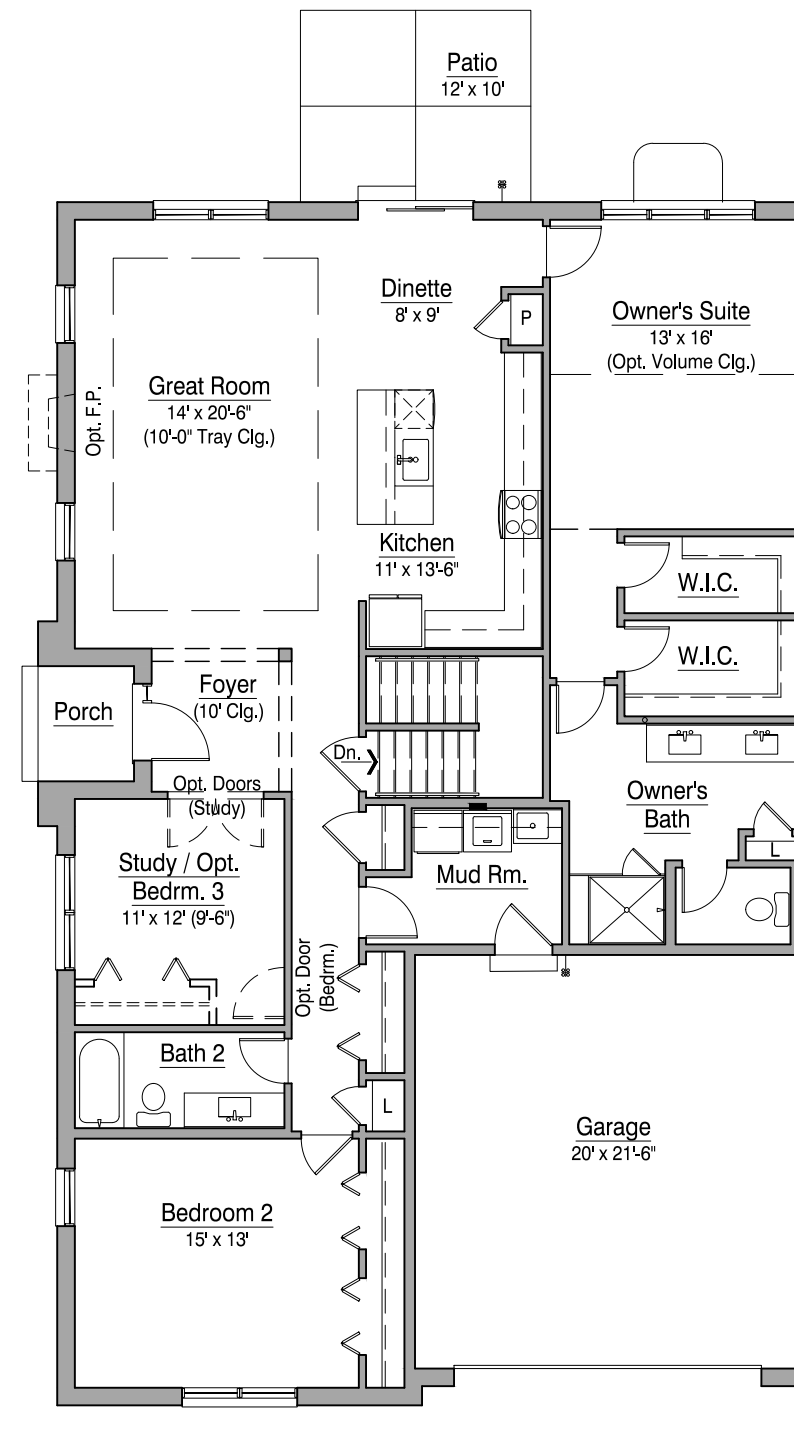


Main Floor Plan
± 1950 sqft



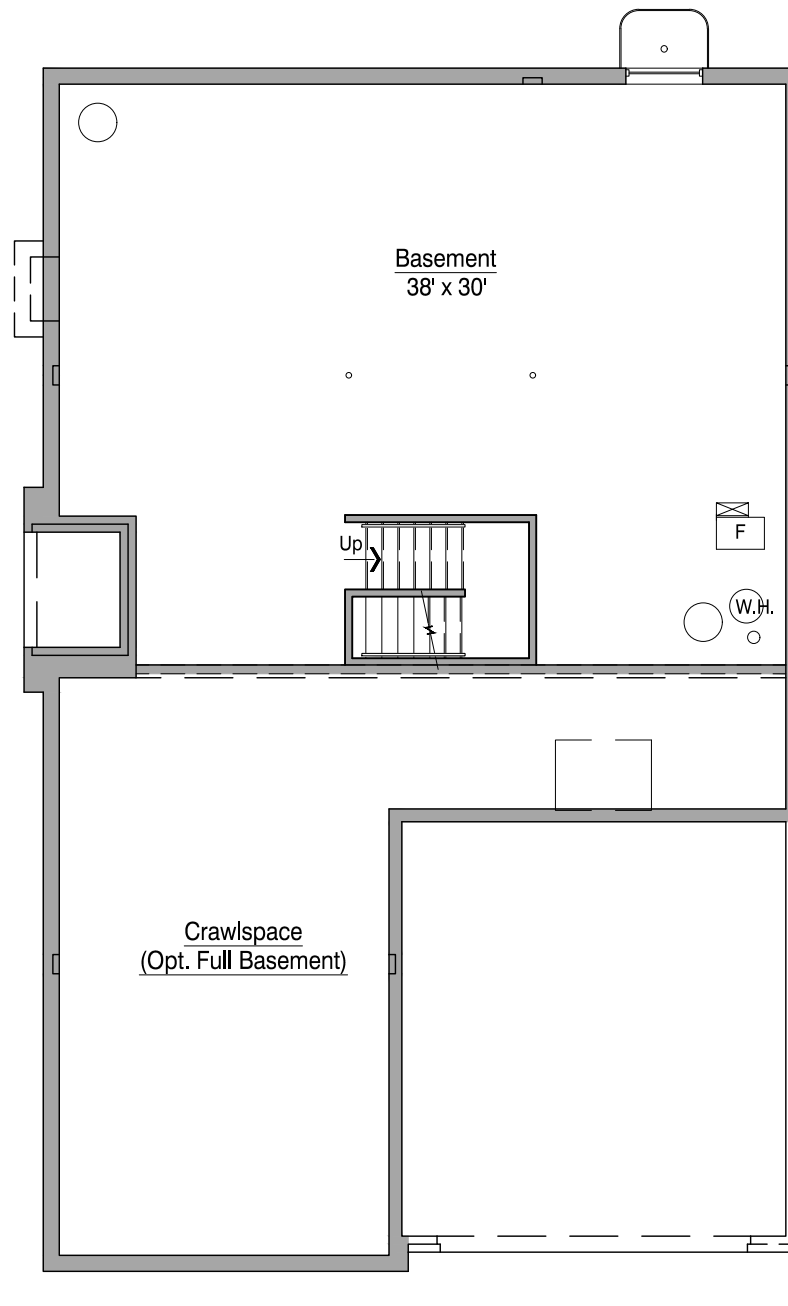


Basement Plan
±1025 sqft

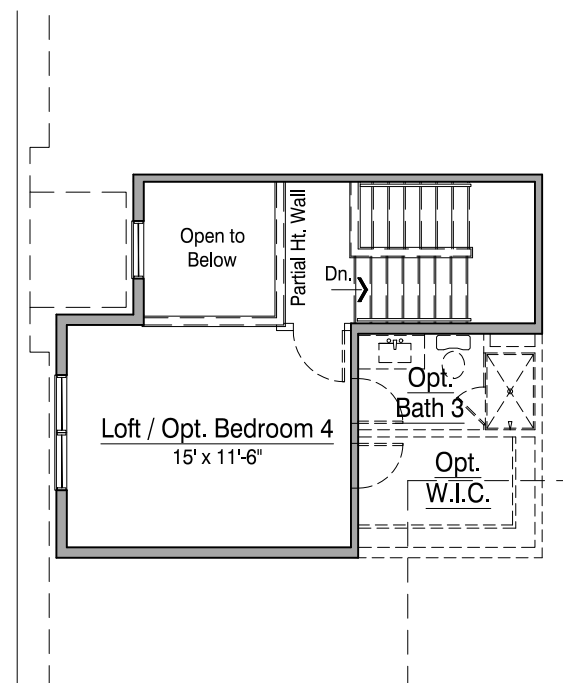


Main Floor Plan
±1950 sqft

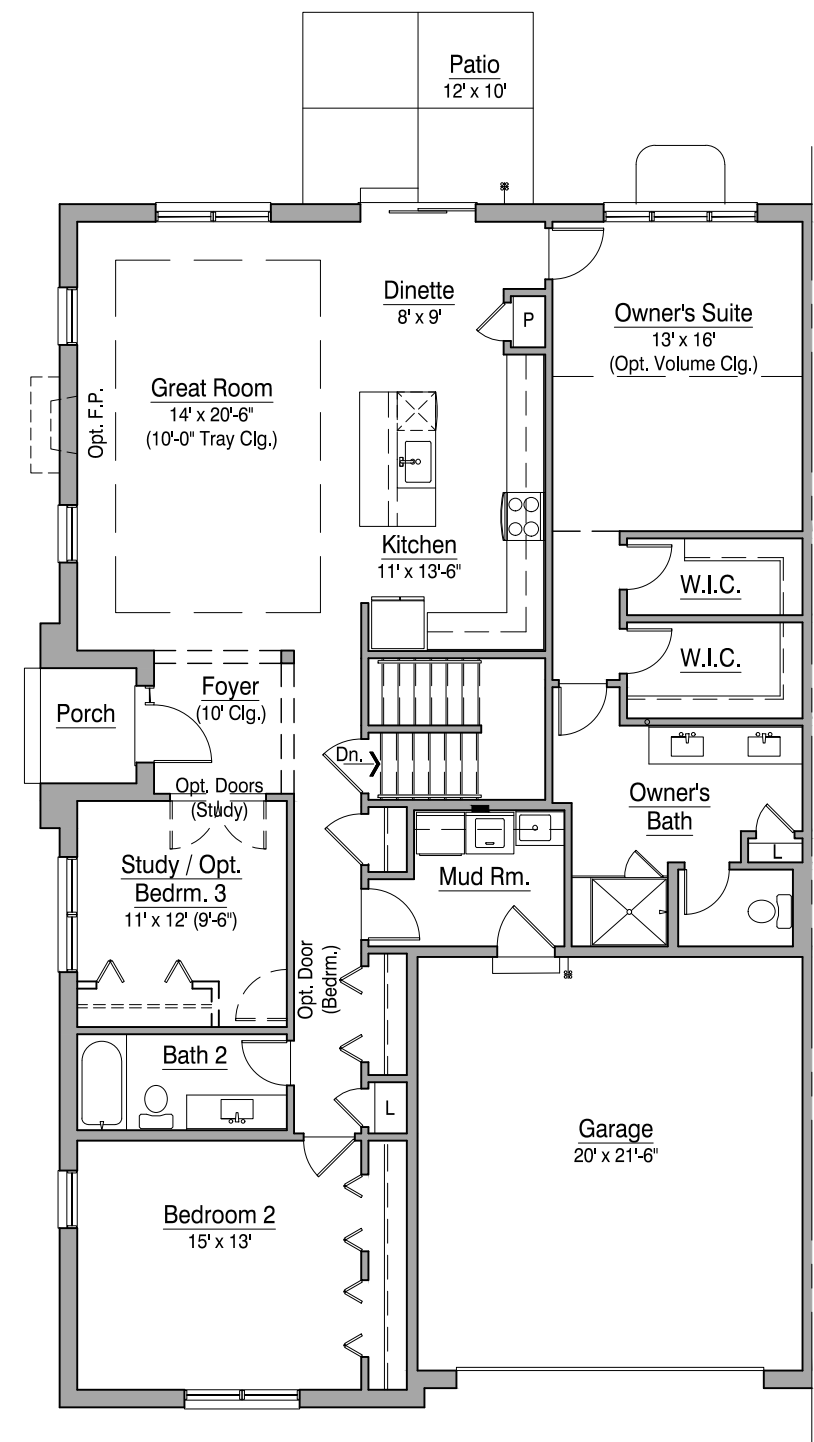




Basement Plan
±1025 sqft



Opt. Second Floor Plan
±230 sqft
w/ Opt. Bath & W.I.C. ±345 sqft



Main Floor Plan
±1950 sqft





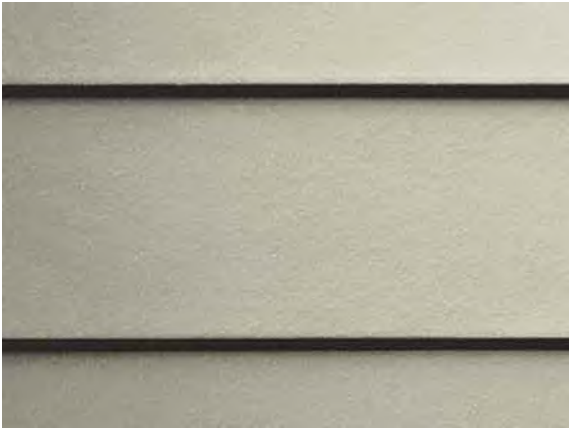
Rear Elevation



Side Elevation



Light Scheme Package



HardiePlank Lap Siding
Cobble Stone; Smooth



HardieBoard Trim
Monterey Taupe



Clipay - Classic Steel Garage Door
Sandtone Woodgrain

Dark Scheme Package



HardiePlank Lap Siding
Monterey Taupe; Smooth



HardieBoard Trim
Aged Pewter



Clipay - Classic Steel Garage Door
Bronze Woodgrain

Brick Selections



Glen-Gery
Anchor Bay



Glen-Gery
Grey Ash

Universal Materials



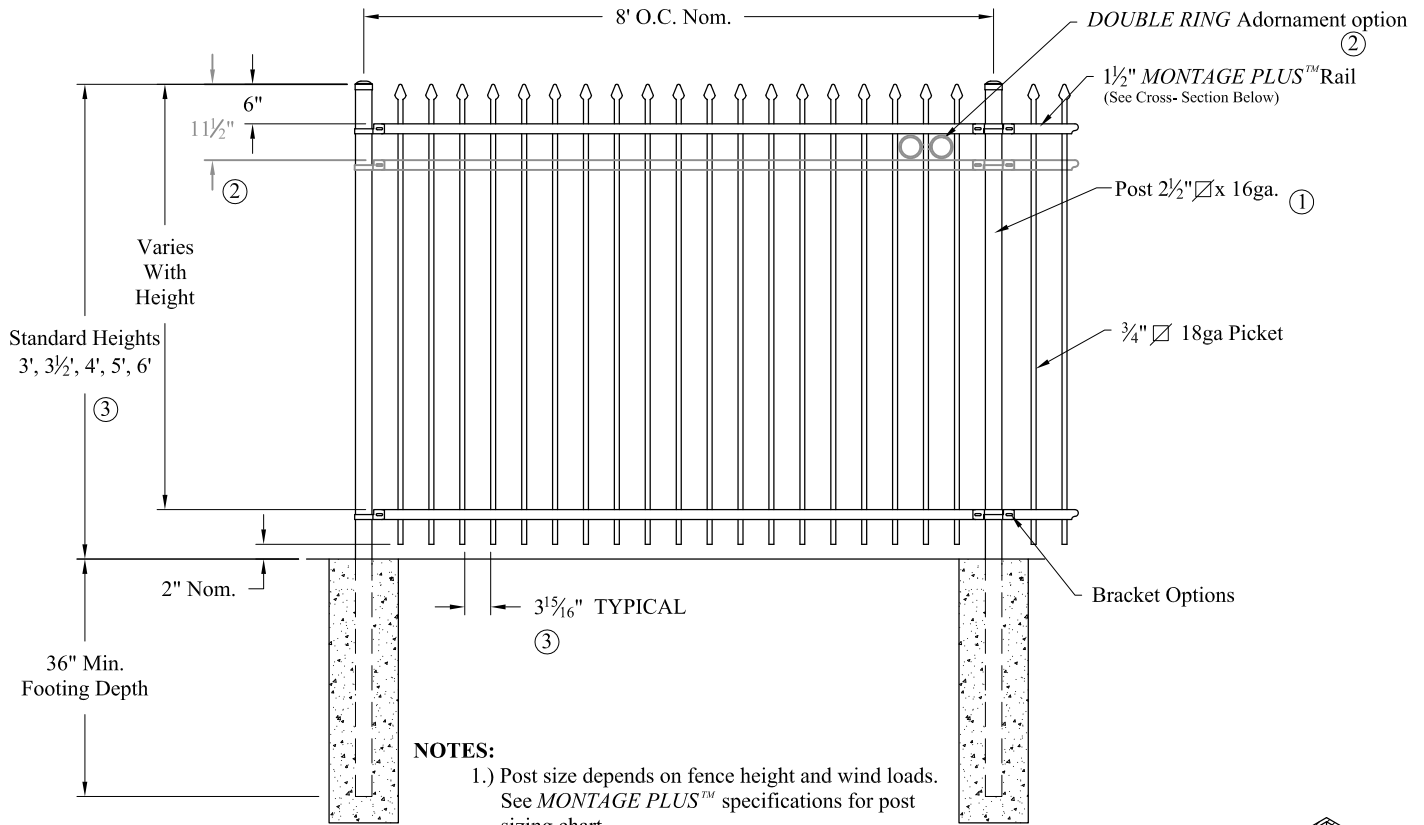
Certainteed - Landmark Pro Asphalt Shingles
Max Def Weathered Wood



Halquist Stone
Biltmore



Indiana Limestone
Standard Buff

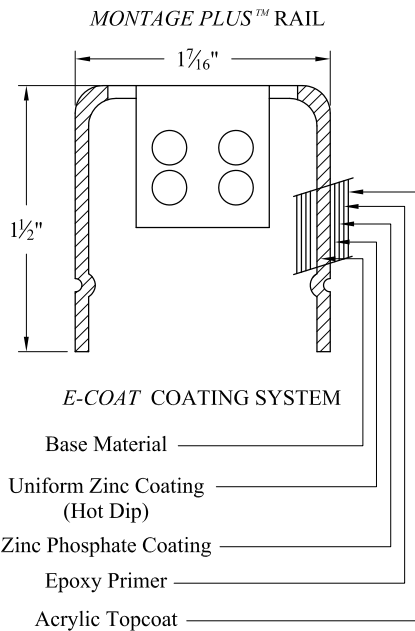


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* specifications for post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.

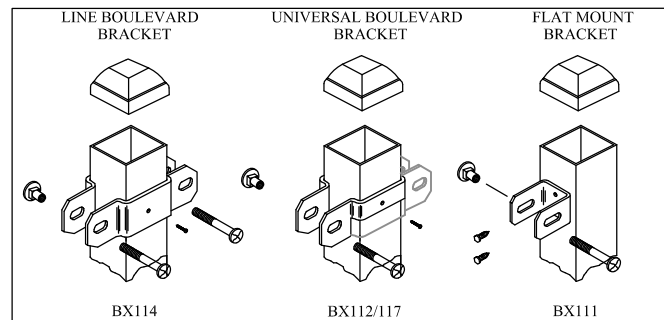
RAKING DIRECTIONAL ARROW

Welded panel can be raked 30" over 8' with arrow pointing down grade.



PROFUSION™ WELDING PROCESS
No exposed welds,
Good Neighbor profile - Same
appearance on both sides

MONTAGE PLUS™ RAIL
Specially formed high strength
architectural shape.



**COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED**

Title: **MONTAGE PLUS CLASSIC 2/3-RAIL**

DR: CI SH . 1 of 1 SCALE: DO NOT SCALE

CK: ME Date 6/28/10 REV: e



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

IRCISO

SPECIFICATIONS

Certifications/Qualifications

www.kichler.com/warranty

Dimensions

Base Backplate	4.50 X 6.75
Extension	7.75"
Weight	2.80 LBS
Height from center of Wall opening (Spec Sheet)	2.00"
Height	10.25"
Width	6.50"

Light Source

Lamp Included	Not Included
Lamp Type	A19
Light Source	Incandescent
Max or Nominal Watt	60W
# of Bulbs/LED Modules	1
Max Wattage/Range	60W
Socket Type	Medium
Socket Wire	150"

Mounting/Installation

Interior/Exterior	Exterior
Location Rating	Wet
Mounting Weight	1.70 LBS

FIXTURE ATTRIBUTES


Housing

Diffuser Description	Clear Water
Primary Material	ALUMINUM

Product/Ordering Information

SKU	49924OZ
Finish	Olde Bronze
Style	Transitional
UPC	783927568593

Finish Options

 Olde Bronze



ALSO IN THIS FAMILY



49925OZ



49926OZ



49927OZ



49924BKT



49925BKT



49926BKT

AFTER RECORDING, RETURN TO:

James E. DeBruyn, Attorney
DeBruyn, Taylor and DeBruyn Ltd.
15252 S. Harlem Avenue
Orland Park, IL 60462

THIS DOCUMENT PREPARED BY:

James E. DeBruyn, Attorney
DeBruyn, Taylor and DeBruyn Ltd.
15252 S. Harlem Avenue
Orland Park, IL 60462

GENERAL PROPERTY ADDRESS:

191st Street and 80th Avenue
Tinley Park, IL 60487

PERMANENT INDEX NO.:

19-09-11-200-017-0000

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BROOKSIDE GLEN VILLAS**

THIS DECLARATION, made on the date hereinafter set forth, **MARQUETTE BANK, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 4, 2000 AND KNOWN AS TRUST NO. 15084**, hereinafter referred to as "Declarant",

WITNESSETH:

Declarant is the Owner of the property legally described herein in the Village of Tinley Park, Will County, Illinois, legally described as follows:

Lots 1 through 49, both inclusive, and Lots A, B, C, D and E in the First Resubdivision of Lot 1 in Brookside Glen Villas Subdivision, being a subdivision in part of the Northeast 1/4 Section 11, Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

Declarant desires to create on portions of the property described above from time to time a residential community of townhouses; and

Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces common to the community; and

In furtherance of these desires, an association has been or will be incorporated under the laws of the State of Illinois as a not-for-profit corporation known as **BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION**, with the powers of maintaining and administering the Townhome properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Declarant will, from time to time, convey portions of said properties described below as "Townhomes" to Owners, hereinafter defined, and portions thereof described as "Common Areas" to the Association; all subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

Declarant hereby declares that all of the properties described herein are to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions, and conditions will run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof and shall inure to the benefit of each Owner thereof and their successors and assigns. Said easements, restrictions, covenants, and conditions will immediately attach to the real property upon conveyance or transfer thereof by the Declarant referring to this Declaration or by instrument legally describing and specifically subjecting property hereto.

ARTICLE I

DEFINITIONS

The following terms shall be defined as follows for the purposes of this Declaration:

- (a) "Articles of Incorporation" means the Articles of Incorporation of the Association, filed or to be filed with the Secretary of State of Illinois, attached hereto as Exhibit B.
- (b) "Association" means Brookside Glen Villas Townhome Association, an Illinois not-for-profit corporation, established pursuant to the Articles of Incorporation.
- (c) "Board" or "Board Members" means the Board of Directors of the Association, including the First Board, as set forth more fully in the By-Laws.
- (d) "Building Area" means that part of Lots 1 through 49, inclusive, upon which a building will be constructed consisting of two (2) or more residential units sharing a common party wall as depicted on the Plat by a line dividing the Lot and the building into individual Townhome Units. For purposes of sales contracts and marketing materials, each Townhome may be identified by Building Number following by a Unit Number indicating its location within that building as set forth on the Plat for Brookside Glen Villas. No part of the Townhome Building may be constructed beyond the boundary of the Lot except for patios, decks and balconies or any other appurtenances constructed by the Developer.
- (e) "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit C.
- (f) "Common Expenses" means the expenses of administration, operation, protection and preservation of the Common Area, and the expenses of maintenance and repair thereof and any and all replacements and additions thereto, and all reserves created for such maintenance, repair, replacement or additions.
- (g) "Common Area" means all portions of the Property identified on the Plat except the Townhomes, and shall include, but not be limited to, Outlots A, B and C, any recreational facilities, utility lines, undedicated roads and drives, all outdoor landscaping, the landscaped entranceways, fencing and walkways, storm water detention facilities, ponds and parking areas.
- (h) "Corrective Amendment" means the Amendment defined in Article XIV.
- (i) "Declaration" means this instrument, by which the Development is submitted to the provisions of this Declaration, as hereinafter provided, and such Declaration as amended from time to time.
- (j) "Declarant" means Marquette Bank, not individually, but solely as Trustee under Trust Agreement dated January 4, 2000 and known as Trust No. 15084, and any assignee or successor thereof.

- (k) "Development" means (i) all the land, property and space comprising the Parcel and all improvements and structures now or hereafter erected, constructed or contained thereon or therein; (ii) all easements, rights and appurtenances now or hereafter belonging to the Parcel; and (iii) all fixtures, facilities and equipment now or hereafter located on the Parcel which are intended for the mutual use, benefit or enjoyment of all Townhome Owners.
- (l) "First Board" means the Board as initially constituted, consisting of the Directors listed in the Articles of Incorporation and any subsequent Board appointed by the Declarant pursuant to Article IV of this Declaration.
- (m) "Lot" means any one of the individual Lots numbered 1 through 49, inclusive, as depicted on Brookside Glen Villas Plat recorded in the Office of the Recorder of Deeds of Will County, Illinois, on _____ as Document No. R _____ designed and approved for construction of Townhomes.
- (n) "Majority" or "majority of the Owners or Voting Members" means more than fifty percent (50%) of the Voting Members entitled to vote from time to time pursuant to the By-Laws. Any specific percentage of Owners or Voting Members means such percentage of the aggregate number of Owners or Voting Members entitled to vote from time to time pursuant to the By-Laws.
- (o) "Maintenance Reserve" means that the reserve which is defined in Article V.
- (p) "Owner" means the one or more natural individuals, subdivision builder, corporations, partnerships, trustees or other legal entities whose estates or interests, individually or collectively, aggregate fee simple ownership of a Townhome, and unless specifically provided otherwise herein, the Developer shall be deemed an Owner with respect to any Townhome to which the Developer or Trustee holds title.
- (q) "Parcel" shall mean and refer to that portion of the real estate (as hereinafter defined) designated and approved for the construction of Townhomes, including all Common Area as defined in (g) above and legally described in Exhibit A and any additional portions of the Real Estate added by amendment to this Declaration.
- (r) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (s) "Party Wall" means any wall which is built as part of the original construction of two (2) or more Townhomes and located on the Lot or boundary between each Townhome.
- (t) "Plat" means the Brookside Glen Villas Plat recorded in the Office of the Recorder of Deeds of Will County, Illinois, on _____ as Document No. R _____, as amended from time to time.
- (u) "Preliminary Budget" means that budget which is attached as Exhibit D, as that budget may be amended from time to time, which will serve as the budget for the Association until an Annual Budget is prepared, as more fully set forth in the By-Laws.
- (v) "Real Estate" means that portion of the Brookside Glen Villas approved and to be developed for residential townhome use as contained and set forth in the Plat.
- (w) "Record" or "Recording" refers to record or recording in the Office of the Recorder of Deeds of Will County, Illinois.

- (x) "Townhome" or "Unit" means collectively (i) a Townhome located in the Development intended for use exclusively as living quarters for a single family; (ii) the individual Lot, or portion thereof, that is conveyed to the Townhome Owner in connection with the sale of such Townhome to said Townhome Owner; and (iii) all appurtenances to such Townhome and Lot. For purposes of this definition, a Townhome may or may not share a party wall with an adjacent Townhome. The Townhomes shall be of different design and style as determined by the Development.
- (y) "Turnover Date" means the earlier of:
 - (i) the date ten (10) years from the date of recording of this Declaration; or
 - (ii) the first date on which deeds for or possession of seventy-five percent (75%) of the Townhomes contemplated to be located on the Real Estate have been delivered to Owners other than the Declarant.
- (z) "Village" means the Village of Tinley Park, Illinois.
- (aa) "Voting Member" means an Owner entitled to vote on a matter before the Association, as defined in the By-Laws.

ARTICLE II

DECLARATION

Section 1: Submission of Parcel to this Declaration. The Declarant, as the owner of the Parcel, declares that the Parcel shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration.

Section 2: Plat of Subdivision.

- (a) The Declarant has recorded a Plat of Subdivision for the Development in the Office of the Recorder of Deeds of Will County, Illinois, on _____ as Document No. R _____. The Declarant also reserves the right to amend any such Plat of Subdivision from time to time and to record such amendments.
- (b) In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant as attorney-in-fact, to record the Plat or Plats of Subdivision described above. Every deed, mortgage or other instrument with respect to a Townhome, and the acceptance thereof, shall be deemed a grant to the Declarant of, and an acknowledgment of and consent to, such power to record such Plat or Plats of Subdivision, and shall be deemed to reserve to the Declarant the power to amend the Plat or Plats of Subdivision described above.
- (c) **Restriction on Subdivision.** Except for Declarant, no owner shall, by deed, plat, court decree or otherwise, subdivide, portion or in any waiver cause any portion of the Parcel to be separated into any tracts or lots different from that which was originally conveyed.

Section 3: Townhomes. The legal description of each Townhome in the Plat of Subdivision for the Development as recorded, shall consist of the Building Number, the Unit Number and the Lot Number upon which the building is located, of such Townhome Property as shown on such Plat of Subdivision for the Development. Every deed, lease, mortgage or other instrument pertaining to a Townhome shall legally describe a Townhome by its identifying the Building Number, the Unit Number and the Lot Number upon which the building is located, as shown on such Plat of Subdivision and every such description shall be deemed good and sufficient for all purposes. No Townhome Owner shall, by deed, plat, court decree or otherwise, subdivide or in any manner cause

his Townhome to be separated into any tracts, parcels or interests different from the whole Townhome as described herein.

ARTICLE III **ADMINISTRATION AND OPERATION**

Section 1: Administration. The Declarant has caused or may cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of "BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION" or a similar name. The Association shall be the governing body for all Townhome Owners and the Development, for the purposes of maintenance, repair, replacement, administration and operation of the Development, as provided in this Declaration and the By-Laws. The initial By-Laws of the Association shall be the By-Laws attached to this Declaration as Exhibit C. The fiscal year of the Association shall be as set forth in the By-Laws; provided, however, that such fiscal year may be changed from time to time as the Board deems advisable, by duly adopted resolutions of the Board. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be held and applied by it, for the sole benefit of the Townhome Owners in accordance with the provisions of this Declaration and the By-Laws. Each Townhome Owner shall be, ipso facto, a member of the Association so long as he shall be a Townhome Owner. A Townhome Owner's membership in the Association shall terminate, ipso facto, when he ceases to be a Townhome Owner. Upon the conveyance or transfer of a Townhome Owner's ownership interest in his Townhome to a new Townhome Owner, the new Owner shall simultaneously with such conveyance, ipso facto, succeed to the former Townhome Owner's membership in the Association. Each Townhome Owner shall have one vote per Townhome on all matters on which the Townhome Owners are entitled to vote as members of the Association. Notwithstanding the foregoing sentence, or any other provision of this Declaration and the By-Laws, the Board shall have the right and power to suspend the voting rights of any Townhome Owner during such period the Townhome Owner's Common Expense assessments, or any other monetary obligations due and owing the Association from the Townhome Owner, remains delinquent and unpaid.

All membership rights of a Townhome Owner with the exception of voting rights will be deemed to be assigned to a tenant or contract purchaser upon occupancy of the Townhome in question by said tenant or contract purchaser. The Townhome Owner shall not be relieved or released from any obligations under this Declaration by assignment of his membership rights to a tenant or contract purchaser.

Section 2: Board of Directors. The Board shall consist of three (3) Directors. The initial Board shall be appointed by the Declarant. Thereafter, Directors shall be elected at the regular annual meeting of Association members by vote of the Townhome Owners. As long as the Declarant holds title to any Townhome, the Declarant shall have the right, at its option, to appoint at least one (1) Director to the Board.

In every election for Directors, voting shall be cumulative and every Townhome Owner shall have the right to vote, in person or by proxy. Those Directors receiving the greatest number of votes shall be deemed elected. Every elected Director shall hold office for a term of one year and thereafter until his successor shall be elected and qualified. The First Meeting may be held, subject to the provisions of the By-Laws, on any date, at the option of the First Board, provided, however, that the First Meeting shall be held no later than thirty (30) days after the date the Declarant has sold and delivered its deeds for seventy-five percent (75%) of the Townhomes to be located on the Parcel or ten (10) years from the date hereof, whichever is first to occur.

Section 3: Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Development, or any part thereof, to the extent deemed advisable by the Board, upon such reasonable terms as the Board may determine, but in no event under a contract exceeding three (3) years in duration. The cost of such services shall be a Common Expense.

Section 4: Non-Liability. The Directors, Board, Officers of the Association and the Declarant shall not be liable to the Townhome Owners for any mistake in judgment or for any other act or omission of any kind

whatsoever as such Directors, Board, Officers, or Declarant, except for an act or omission found by a court to constitute gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the Directors and Officers of the Association, the Board, and the Declarant, against all contractual and other liabilities arising out of any contract made by or other act of such Directors, Board, Officers, or Declarant, on behalf of the Townhome Owners, or arising out of their status as such Directors, Board, Officers, or Declarant, unless any such contract or act shall have been made fraudulently, through willful misconduct or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the successful defense of any claim, action, suit or proceeding of any kind whatsoever, whether civil, criminal, administrative, or of any other nature, in which the Declarant or any such Director or Officer may be involved by virtue of such person being or having been such Director, Officer, or Declarant; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be guilty of criminal activity or liable for gross negligence, willful misconduct or fraud in the performance of his duties (if any) as such Director, Officer, or Declarant; or (ii) any matter settled or compromised, unless, with respect to either clause (i) or (ii) above, in the opinion of independent legal counsel, selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for gross negligence, willful misconduct or fraud in the performance of his duties (if any) as such Director, Officer, or Declarant. The Association shall have the responsibility for raising and power to raise, by special assessment or otherwise, any sums required to discharge its obligations under this paragraph or the By-Laws, provided, however, that the liability of each Townhome Owner arising out of any contract made by or other act of said Directors, Board, Officers, or Declarant, or out of the aforesaid indemnity in favor of said Directors, Board, Officers, or Declarant, shall be limited to such Townhome Owner's Share of the total liability at the time loss or damage is incurred by the Association or any Townhome Owner due to such liability. Every agreement made by said Directors, Board, Officers, or Declarant or by the Managing Agent on behalf of the Townhome Owners or Association shall be construed as though said agreement expressly provided that said Directors, Board, Officers, or Declarant or the Managing Agent, as the case may be, are acting only as agents for the Townhome Owners or Association without assuming any personal liability thereunder (except as Townhome Owners in the event that any of the aforesaid persons are Townhome Owners) and that each Townhome Owner's liability thereunder shall be limited to such Townhome Owner's Share of the total liability at the time loss or damage is incurred by the Association or any Townhome Owner due to such liability.

Section 5: Board's Determination. In the event of any dispute or disagreement between any Townhome Owners relating to the Development, or any question of interpretation or application of the provisions of this Declaration or the By-Laws, the resolution thereof by the Board shall be final and binding upon any and all such Townhome Owners.

Section 6: Limitation of Board's Power. Notwithstanding any provision in this Declaration, the Board shall not have the power or duty to act in any way which materially impairs the development of the Development or the Parcel, as contemplated in the Declaration, or which impairs or infringes the Declarant's rights set forth in this Declaration or the By-Laws.

ARTICLE IV COMMON AREA

Section 1: Ownership of the Common Area. Title to the Common Area shall be conveyed to and held by the Association. The Declarant reserves the right, in its absolute and sole discretion, to determine which Common Areas will be conveyed to the Association as well as the timing and terms of any conveyances.

Section 2: Use of the Common Area and Certain Easements.

- (a) **Right to Use the Common Area.** Each Townhome Owner shall have the right to use the Common Area in common with all other Townhome Owners, as may be required for the purposes of access and ingress to, egress from and use, occupancy and enjoyment of the Townhome owned by such Townhome Owner, subject to the easements described in Paragraphs 7(c) and 7(d) hereof. Said

rights to use the Common Area shall extend not only to each Townhome Owner but also to his agents, servants, tenants, contract purchasers, family members and guests. Said rights to use the Common Area shall be subject to and governed by the provisions of this Declaration, the By-Laws and the rules and regulations adopted by the Board for the Development.

- (b) **Detention Areas.** It is the Declarant's current intention that all detention ponds and detention areas identified on Brookside Glen Villas Plat will be transferred to and maintained by Brookside Glen Villas Townhome Association. There shall be no right of the general public other than the Developer, Townhome Owners and Occupants to have access to any detention pond or detention area and these Common Areas are hereby designated to be for the private benefit of those having an interest in the Development. The Association, through its Board, shall have the right to restrict public access to these Common Detention Areas, to assess each Owner a uniform charge for the maintenance, operation, repair or restoration of any portion of the Common Detention Areas, to enforce collection of said assessments and all other provisions of this Declaration, and to promulgate such additional rules and regulations as may be necessary for the proper administration of the Common Detention Area.

Section 3: Blanket Easement in Favor of Declarant and Other Parties and Other Easements. The Common Area shall be subject to a blanket easement in favor of the Declarant, and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the benefit of the Parcel and for purposes of (i) access and ingress to and egress from said Common Area and the Parcel; (ii) construction, installation, repair, replacement and restoration of utilities, streets, roads, buildings, landscaping and any other improvements on the Parcel; (iii) tapping into and using sewer and water lines and other utility facilities and lines on or adjacent to the Parcel; and (iv) advertising and selling Townhomes being constructed by Declarant on the Parcel. The Declarant shall restore or repair any damage caused by its exercise of the foregoing blanket easement. The Association, and the Board acting on behalf of the Association, shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Area, subject to the provisions of this Declaration and the By-Laws. All revenue derived by the Association from such easements, leases or concessions or from other sources shall be held by the Association and used for the sole benefit of the Townhome Owners, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

Section 4: Blanket Easements for Utilities and Commercial Entertainment. The Common Area shall be subject to a blanket easement in favor of Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public utilities serving the Real Estate, and any entity providing cable television or other commercial entertainment to the Real Estate, and the Village of Tinley Park, granting such utilities and entities the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment including housings for such equipment, into, over, under, along, on and through said Common Area and the aforesaid individual Lots (not, however, underlying any individual Townhome) for the purpose of providing utility and commercial entertainment services to the Real Estate, or any parts thereof, together with reasonable rights of ingress to and egress from the Real Estate, for such purposes. The Declarant and the Association, and the Board acting on behalf of the Association, may hereafter grant other or additional easements for utility and commercial entertainment purposes for the benefit of the Real Estate and the aforesaid individual Lots (not, however, underlying any individual Townhome), and each Townhome Owner hereby grants the Declarant, the Association, and the Board acting on behalf of the Association, an irrevocable power of attorney to execute, acknowledge and record in the name of such Townhome Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

Police, fire, water, health and other authorized municipal officials, employees and vehicles of the Village of Tinley Park shall have the right of ingress and egress to the Real Estate for performance of official duties and to enforce all municipal ordinances.

No private agreement of any adjoining Townhome Owners shall modify or abrogate any of the provisions contained in this paragraph, which shall be binding upon the heirs, administrators, successors and assigns of the

Townhome Owners; but no person shall be liable for any act or omission respecting such provisions, except such as took place while such person was a Townhome Owner.

The Association is hereby granted a perpetual easement over all of the Lots in the Development for the purpose of maintenance, repairs and replacements as required by this Declaration.

Section 5: Mutual Easements for Encroachments. If any Townhome shall encroach upon another Townhome as a result of initial construction or settlement thereafter, there shall be deemed to be mutual easements in favor of the Owners of the Townhomes involved to the extent of such encroachments so long as same shall exist.

Section 6: Streets and Driveways. All streets within the Development shall be dedicated to be maintained by the Village of Tinley Park as public right of ways. All driveways in the Development shall be part of the Common Area and may be used exclusively by the Owners of the Townhome to which they are attached for ingress and egress to that Townhome, subject to reasonable rules and regulations adopted by the Board or Association. The cost of maintenance and upkeep of such driveways shall be a Common Expense.

Section 7: Administration of Common Area Prior to Election of Initial Board. Until the appointment of the initial Board, the same rights, titles, powers, privileges, trusts, duties, and obligations vested in or imposed upon the Board by the Act and in the Declaration and By-Laws shall be held and performed by the Declarant.

Within sixty (60) days following election of the initial Board other than the Declarant, the Declarant shall deliver to the Board:

- (a) All original documents as recorded or filed pertaining to the Property, its administration and the Association, such as the Declaration, By-Laws, Articles of Incorporation, other Townhome Instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Declarant, or an officer or agent of the Declarant, as being a complete copy of the actual document (as recorded or filed, if applicable).
- (b) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans and advances to the Association which are outstanding.
- (c) Association funds which shall have been at all times segregated from any other moneys of the Declarant.
- (d) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents, transferring the Property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills; and
- (d) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Owners, and originals of all documents relating to everything listed in this Section.

ARTICLE V
COVENANTS FOR ASSESSMENTS TO MAINTAIN COMMON AREA

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhome Property owned within the properties, hereby covenants, and each Owner of any Townhome Property by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest at the rate of twelve percent (12%) per annum, plus late charges, administrative fees, costs and reasonable attorneys' fees, which shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall pass to his successors in title unless expressly waived by the Association and they shall become jointly and severally liable therefore with such Owner.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Parcel and, in particular, for the improvements and maintenance of the Townhome Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the Townhomes situated upon such Properties, and for the payment of taxes and insurance on the Common Areas and facilities thereon; for repair, replacement and additions thereto and management and for supervision thereof and association expenses.

Section 3: Calculation of Assessments for Common Expenses. Each year on or before November 30, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Maintenance Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current year's assessments;
- (d) The assessment amount payable by each Owner, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- (e) That portion of the assessment which shall be payable by the Owner of each Parcel which is subject to assessment hereunder each month until a revised assessment becomes effective, which monthly amount shall be equal to assessment, divided by the number of Townhome Properties, divided by twelve (12), so that each Owner shall pay an equal assessment for each Townhome Property owned.

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget prepared by the Board prior to the Turnover Date shall be based on the assumptions that (i) the Real Estate has been fully constructed as shown on Declarant's then current plan for the Development; and (ii) all proposed Homes have been sold and are occupied. The current plan for the Real Estate shall be kept on file with the Association and may be modified from time to time by Declarant. Declarant shall not be obligated to pay any assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the

Turnover Date, the amount of assessment payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Common Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant shall deposit with the Association amounts which reasonable approximate Declarant's obligation hereunder as estimated by the Declarant. A final accounting and settlement of the amount, if any, owed by the Declarant to the Association shall be made as soon as practicable after the Turnover Date.

Section 4: Payment of Assessments. On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised assessment, each Owner of a Parcel which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the assessment which is payable by each Owner of a Townhome Property under Section 3(e). Any payment more than five (5) days late shall be subject to a late charge equal to ten percent (10%) of the payment due.

Section 5: Revised Assessment. If, after the Initial Development Period, the assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 3(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

Section 6: Maintenance Reserve. The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area and those portions of the Home Exteriors with respect to which the Association is responsible for repair and replacement (the "Maintenance Reserve"). The Board shall determine the appropriate level of the Maintenance Reserve based on a periodic review of the useful life of improvements to the Common Area, the portions of the Townhome Exteriors for which the Association is responsible and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area, the portions of the Townhome Exteriors for which the Association is responsible and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the assessment amount to be added to the Maintenance Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the assessment paid by such Owner.

Section 7: Initial Capital Contribution. Upon the closing of the first sale of a Townhome Property by the Declarant to a Purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to the greater of (i) two (2) months' assessment at the rate which shall be effective with respect to the Parcel as of the closing; or (ii) \$250.00. Said amount shall be held and used by the Association for its working capital needs.

Section 8: Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Board on any expenditure of \$10,000.00 or any expenditure greater than \$10,000.00 or contracts for more than two (2) years, and two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 9: Quorum for Any Action Authorized Under Section 8 Requiring a Vote by the Members. At the first meeting called, as provided in Section 8 above, the presence at the meeting of members or of proxies entitled to cast fifty percent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirement set forth in Section 8, and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty

percent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting.

Section 10: Uniform Rate of Assessments. Both monthly and special assessments must be fixed at a uniform rate for all Townhome Properties and collected on a monthly basis.

Section 11: Date of Commencement of Annual Assessment: Due Dates. The monthly assessments provided for herein shall commence as to such Townhome Property on the first day of the month following the conveyance of such Townhome Property by the Declarant to the initial owner thereof. The assessment for the month of closing shall be adjusted according to the number of days remaining in the month, and paid at closing by the Purchaser. The Board of Directors shall fix the amount of the annual assessment against each Townhome Property at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors for both annual and special assessments. The Association shall, upon written demand, at any time furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified Townhome Property have been paid. A reasonable charge may be made by the Board or its Managing Agent for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12: Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum plus late charge, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Townhome Property. A collecting agent may be designated by the Board of Directors who is also the mortgagee (or its servicing agent) of the Owner's mortgage on his Townhome Property, and the mortgage may be declared in default in the event such assessment shall become delinquent and is not paid within thirty (30) days after the delinquency date, it being understood and agreed that the non-payment of such assessment materially affects and jeopardizes the value and security of the Townhome Property so mortgaged.

Section 13: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Townhome Property which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to the earlier of such sale or transfer or the appointment of a receiver or mortgagor in possession. No sale or transfer shall relieve such Townhome Property from liability for any assessments thereafter becoming due or from the lien thereof.

Section 14: Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments after the initial sale of such dwelling or Townhouse by the Declarant.

Section 15: Exempt Townhome Property. Prior to the time a townhouse, house or other dwelling is constructed on a Townhome Property and conveyed by the Declarant, it shall be exempted from the assessment, charges and liens created herein. On completed townhouses for which certificates of occupancy have been issued, but which Townhome Properties are not yet sold and conveyed, the Declarant shall be responsible for the maintenance of such Townhome Properties in a manner typical of the average maintenance of the Townhomes in the properties.

ARTICLE VI

MAINTENANCE DUTIES AND RIGHTS

Section 1: The Association. In addition to its other powers, rights and duties as set forth in these covenants and in its Articles of Incorporation, By-Laws and Rules and Regulations, and as any of the same may be amended, shall exclusively maintain and otherwise manage all the Common Areas, including the common parking area, all landscaped islands, all equipment forming a part of the underground sprinkler system including pumps, pipes, conduits and other incidental components and all driveways serving the Parcel in whole or in part, maintain the exterior of all Townhomes, including the trim and exterior walls, roofs, gutters and downspouts; shall exclusively maintain and manage all landscaping, trees, shrubs and grass lawns of open areas; remove rubbish and remove snow on all walks, driveways, and walks of the townhouses; maintain signs, entrance and outdoor lighting; pay fire and casualty insurance premiums for the Association as specified in Article IX and real estate and personal property taxes attributable to the Common Areas; and paint the exterior of all Townhome Properties in a uniform or complimentary manner during any reasonable hours on any day after giving reasonable notice to the Townhome Owner, except that landscape work shall not require any advance notice. In furtherance of the above duties and all other powers, rights, and duties of the Association, the Association for itself, its agents, successors and assigns, is hereby granted the right and easement to enter in and upon all yard areas and walks of the Townhome Properties in the subdivision and for exterior routine maintenance to enter in and upon Townhouses upon such Townhome Properties.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth above shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matter. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out of said maintenance and management duties, and may amend said Rules and Regulations from time to time.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Townhome Property is subject.

Section 2: Townhome Owners. Except as provided in the following subparagraph, each Townhome Owner at his own expense, shall furnish and be responsible for all maintenance, repairs and replacements within his own Townhome, including the foundation, partition walls, decks and patios, if any; sewer, water and electrical lines to the point of entrance into the townhouses and facilities; and for the maintenance, repairs and replacements of all parts of windows and sliding glass doors and the air-conditioning compressor with its ancillary equipment located on a Townhome. If due to the act or neglect of a Townhome Owner, or of his agent, servant, tenant, contract purchaser, family member, guest, invitee, licensee or household pet, damage shall be caused to the Common Area or to a Townhome not owned by said Townhome Owner, or maintenance, repairs or replacements are required which would otherwise be a Common Expense, then such Townhome Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Association to the extent not covered by insurance (including the amount of any applicable deductible). The authorized representatives of the Association, Board or Managing Agent shall be entitled to reasonable access to any of the Townhomes as may be required in connection with maintenance, repairs and replacements of the Common Area, or any equipment, facilities or fixtures affecting or serving any Townhome or the Common Area, and the repair, maintenance and replacement of the entire underground sprinkler system that may be installed in the future, including pumps, pipes, conduits and such other additional or ancillary equipment as is necessary for its proper operation.

In addition to the Common Areas, the Association may, at its discretion, maintain certain items located on individual Townhome Properties, with or without additional charge to the Townhome Owners, as follows:

- (a) Replacement of trees, grass and shrubs.
- (b) Repair and maintenance of patios, decks or other Townhome Owner installed improvements.

- (c) Repair and maintenance of sewer and water lines to the point of entry into the Townhome.
- (d) Removal of snow from walks.
- (e) Repair and maintenance of outside electrical fixtures.

The cost of the foregoing items of landscaping, maintenance, repairs and replacements which the Association is required to furnish shall be a Common Expense, except as provided in the following sentence. Any exterior maintenance which the Association is not required to furnish and which is furnished at the request of any Townhome Owner, or which has been made necessary by reason of the willful or negligent act or omission of any Townhome Owner or of his agent, servant, tenant, contract purchaser, family member, guest, invitee, licensee or household pet, the expense of which is not reimbursed by the proceeds of any insurance (including the amount of any applicable deductible), shall be assessed only against that Townhome upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Townhome is subject and shall be a lien on that Townhome and the personal obligation of the Townhome Owner thereof and shall become due and payable in all respects and to the same extent as provided herein for the payment of Association assessments by Townhome Owners.

If the Association furnishes maintenance with respect to a Townhome at the request of a Townhome Owner other than as required by this Declaration, the Association may require such Townhome Owner to pay the cost thereof in advance.

Section 3: Default in Performance. In the event the Declarant or the Association (as the case may be) defaults in its obligation to maintain and repair the Common Area and such default adversely affects the health, safety and welfare of the Townhome Owners and Occupants, the Village of Tinley Park shall have the right (but not the obligation) after thirty (30) days written notice to the Declarant or the Association (as the case may be) specifying the nature of such default, to enter upon the Common Area and cause such default to be cured, either directly or through individual contractors engaged by said Village in connection therewith, and shall upon demand be reimbursed by the Declarant or the Association (as the case may be) for all costs so incurred and such costs shall, with interest thereon and costs of collection as herein provided with respect to assessments for Common Expenses, become a continuing lien on the Townhomes and the Common Area until paid (subject and subordinate, however, to the lien of any prior recorded mortgage against a Townhome) and the Declarant or the Association shall levy assessments for the payment thereof under the applicable provisions in this Declaration. Nothing set forth in this paragraph shall prohibit the Board from contracting directly with the Village of Tinley Park to perform maintenance and repair on the Common Areas.

ARTICLE VII

USE AND RIGHTS IN COMMON AREAS

Section 1: Use and Rights of Owners and the Association. Except as the right may be suspended under Article V, Section 12 herein for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for so long as he is an Owner, is hereby granted an easement of use and access to all of the Common Areas and the facilities thereon, subject to the Rules and Regulations of the Association as promulgated from time to time. This easement of use and access granted to each Owner shall be deemed to be attached to the Owner's Townhome Property and shall run with the land, shall be deemed to be granted to each successive Owner of the Townhome Property, and shall include all tenants, contract purchasers, agents, servants, family members, guests and invitees of each Owner.

The Association shall have the right to suspend the use and access by an Owner to any of the Common Areas and the facilities thereon, except for ingress and egress to the Owner's Townhome Property, for a period not to exceed thirty (30) days for any infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use of any facilities situated upon the Common Areas. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving all or portions of the Common Areas and the rights of such

mortgagee in said Common Areas shall be superior to the rights of the Owners herein, except for the Owner's rights of ingress and egress to his Townhome Property, and the Association shall have the right to take such steps as are reasonably necessary to protect such mortgaged Common Areas from foreclosure. The Association, with the assent of a majority of the Owners, as further specified in its Articles of Incorporation and By-Laws, shall have the right to dedicate all or portions of the Common Areas to the general public for public use provided each Owner shall have ingress and egress to his Townhome Property. It is understood and agreed by each Owner that fee title to his Townhome Property which may be abutting any Common Area shall in no event extend to any such Common Area, but such Common Area is reserved to the Declarant to be conveyed by it to the Association for the common enjoyment of all the Owners.

Section 2: Use and Rights of Declarant. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Areas and facilities thereon without charge during the sales and construction period on the Property in aid in its marketing.

ARTICLE VIII

BUILDING AND USE RESTRICTIONS

Section 1: Buildings/Structures. The properties are hereby restricted to residential dwellings and any ancillary and accessory uses and the buildings in connection therewith. All buildings or structures erected shall be residential in nature and except for the renovation or conversion thereof by the Declarant or its agents, no subsequent buildings or structures other than townhouses shall be built on any Townhome Property where the Declarant has theretofore constructed a townhouse, except as specifically authorized by the Declarant or its successors in interest and the Village of Tinley Park. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or constructed on any Townhome Property at any time as a residence or otherwise either temporarily or permanently.

Section 2: Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhome Property except that up to one (1) dog, up to two (2) cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not exceed fifteen (15) pounds. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Townhome Property upon thirty (30) days' written notice from the Association. Pets shall be leashed at all times and may not be tethered outside or left unattended when outside any Townhome Property, and no pet shall be permitted to defecate on any Parcel. Any pet excrement shall be immediately removed from public or private property by the pet's owner. Additional rules and regulations pertaining to maintenance of dogs and cats shall be prescribed by the Association, including the removal of any pet creating a nuisance.

Section 3: Signage. "For rent" or "for sale" signs shall be strictly regulated by the Board. Provided, however, no such sign shall be permitted by Owners, except by the Declarant prior to the sale of the last Townhome Property developed by the Declarant. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Townhome Property. No Townhome Property shall be used in any way for any purpose which may endanger the health or unreasonably disturb the residents on the properties. No commercial activities of any kind whatever shall be conducted in any building or on any part of the properties except activities intended primarily to serve the residents of the properties. Nothing contained herein shall prevent home office activities not violative of Village of Tinley Park zoning codes. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant during the construction and sales period or by the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, By-Laws, Rules and Regulations as the same may be amended from time to time.

Section 4: Landscaping Alteration. No landscaping as installed by the Declarant shall be altered.

Section 5: Exterior Maintenance. No clothes lines are permitted. There will be no storage of any type permitted in the yard or patio area or any Townhome Property, and all rubbish, trash, garbage and refuse receptacles shall be stored in a non-visible area of the Townhome Property. The storage of boats, recreational

vehicles, commercial vehicles and dilapidated or disabled vehicles are strictly prohibited. No vehicle shall be parked so as to obstruct any main sidewalks or access to any garage.

Section 6: No Nuisance. No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents or detracts from the general appearance of the Development and shall be removed as determined by the Association.

Section 7: Antennae and Satellite Dishes. No antenna or satellite dishes shall be installed or allowed to remain on any portion of the Common Area. The installation of all antennae and satellite dishes on the Townhome Property shall be governed by additional rules and regulations pertaining to the method and location of installation, size restrictions and compatibility with overall appearance of the Development as may be prescribed by the Association in accordance with regulations propounded by the Federal Communication Commission.

Section 8: Structural Impairment. Nothing shall be done in, on or to any part of the premises which would impair the structural integrity of any Townhome located thereon nor shall any Owner paint, decorate or adorn the outside of his Townhome or install on the exterior any canopy, awning or other equipment, fixtures or items of any kind without the express approval of the Association.

Section 9: Drainage Pattern. No person shall obstruct, alter or in any manner modify the established drainage pattern from, on or over any Townhome or Lot or any portion of the Common Area; nor shall any Person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed or to be installed by the Declarant or the Association. The Declarant reserves the right for itself and the Association to enter upon any Townhome Lot and the Common Area to correct, as it may deem necessary, any drainage condition. Sump pump and sump pump drain lines must be kept operational by Townhome Owners.

Section 10: Decorating and Maintenance. Each Townhome Owner shall maintain in good condition his or her Townhome, at the expense of said Owners, including, but not limited to, interior painting, wall-papering, window washing, cleaning, paneling, floor covering, draperies, window shades, and storm and screen doors. Each Owner shall install and maintain in the windows of every room of his or her Townhome, other than the bathrooms, kitchen and utility room, white or white-lined room drapes or curtains.

Section 11: Personal Property. Articles of personal property belonging to any Townhome Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles shall not be stored or kept on or in any portion of the Common Area, except as specifically designated by the Board.

Section 12: Electrical. No Townhome Owner shall overload the electrical wiring in his Townhome or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 13: Energy Saving Devices. No storm doors or other energy saving devices upon doors or windows shall be installed in or on any Townhome without the prior written consent of the Board.

The Association reserves the right to enter upon any Townhome to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Townhome Owner to properly maintain those areas and items not the responsibility of the Association. The cost of such work shall be assessed by the Association against the individual Townhome Owner and such assessments shall be due and payable in the month assessed. In the event payment of such special assessment is not made, such special assessments shall become a lien on the property, the personal obligation of the Townhome Owner and subject to all covenants for assessments contained in this Declaration and the By-Laws.

ARTICLE IX
SALE, LEASING OR OTHER ALIENATION

Section 1: Sale or Lease. The Association shall have no right of first refusal on any sale, devise, bequest, gift, transfer, enforcement sale, or inheritance of any Townhome.

Section 2: Lease. The Board may impose, by its Rules and Regulations, reasonable restrictions in the leasing of units. Such restrictions shall include, but are not limited to, the following:

- (a) Prior information as to the proposed tenant;
- (b) Restrictions as to the number of occupants;
- (c) Restrictions as to the duration of leases;
- (d) Regulations regarding the inclusion in all leases of such reasonable provisions so as to insure enforcement of the Declaration, By-Laws, and Rules and Regulations.

Section 3: Owner Guarantee. The Townhome Owner making a lease shall not be relieved thereby from any of his obligations hereunder. Each Townhome Owner making a lease unconditionally guarantees to the Association and to the other Townhome Owners that his respective lessees and sublessees will faithfully abide by the provisions of this Declaration and the Rules and Regulations of the Association. In the event that any lessee or sublessee fails to do so, the responsible Townhome Owner shall promptly indemnify the Association and the other Townhome Owners for all losses caused thereby and shall take appropriate action in the matter to correct such failure including termination of tenancy and judicial proceedings. If any Townhome Owner fails to take such action, the Association may do so, in its own behalf and/or in the Townhome Owner's name. The Board may adopt such rules and regulations applicable to the leasing of Units as it deems advisable or necessary.

Section 4: Applicable Rules and Regulations. Notwithstanding anything contained in this Declaration and By-Laws, the provisions of this Article IX and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Townhomes owned by the Trustee or the Developer.

ARTICLE X
PARTY WALLS

Each Townhome Owner shall be subject to the following limitations and restrictions with respect to Party Walls constructed within the Development, as follows:

- (a) Every wall which is built as a part of the original construction within the Development and placed on the dividing line between separate Townhomes shall constitute and be considered a Party Wall, and as to such Wall each of the Townhome Owners immediately adjacent shall have the obligations and be entitled to the rights and privileges of this Declaration and to the extent not inconsistent herewith, the general rules of law regarding party walls.
- (b) If any Party Wall is damaged or destroyed through the act or acts of any adjoining Townhome Owner, or his agents, servants, guests or members of his family, whether such act is willful, negligent or accidental, such Townhome Owner shall forthwith proceed to rebuild or repair the same to as good a condition as formerly without cost to the other adjoining Townhome Owner.
- (c) Any Party Wall damaged or destroyed by some act or event other than that produced by one of the adjacent Townhome Owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining Townhome Owners to the same good condition as formerly, at their joint and equal expenses and as promptly as reasonably possible.

- (d) Any Townhome Owner who proposes to modify, rebuild, repair or make additions to his own Townhome in any manner which requires the extension, alteration or modification of any Party Wall, shall first obtain the written consent of the adjacent Townhome Owner and any governmental permits as may be required, in addition to meeting the other requirements of this Declaration.
- (e) In the event of a disagreement between adjoining Townhome Owners with respect to the repair, reconstruction or maintenance of a Party Wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either of said Townhome Owners to the Board, the matter shall be submitted to it for arbitration under such rules as it may from time to time adopt.
- (f) No private agreement of any adjoining Townhome Owners shall modify or abrogate any of the provisions contained in this Article X, which shall be binding upon the heirs, administrators, successors and assigns of the Townhome Owners; but no person shall be liable for any act or omission respecting such provisions, except such as took place while such person was a Townhome Owner.

ARTICLE XI

REMEDIES FOR NONCOMPLIANCE

In the event of any default by any Townhome Owner under the provisions of this Declaration, the By-Laws or the rules and regulations of the Board or Association, the Association, and its successors or assigns, or the Board and its agents, shall have the right to levy a fine against the defaulting Townhome Owner in an amount reasonably determined by the Board and in addition shall have all of the rights and remedies which may be provided for in this Declaration, the By-Laws, Article IX of the Illinois Code of Civil Procedure, or the aforesaid rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Townhome Owner and/or others (i) for enforcement or foreclosure of any lien and the appointment of a receiver for the Townhome, without notice and without regard to the value of such Townhome or ownership interest or the solvency of such Townhome Owner, or (ii) for damages, injunction or specific performance, or (iii) for judgment for payment of money and collection thereof, or (iv) for the right to take possession of the Townhome, rent the Townhome and apply the rents received to payment of unpaid assessments and interest accrued thereon, or to sell the Townhome at a judicial sale, or (v) for any combination of the above remedies, or for any other relief now or hereafter permitted.

The proceeds of any judicial sale of a Townhome, pursuant to the preceding subparagraph, shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Townhome Owner in any final judgment. Any balance of such proceeds remaining after satisfaction of said costs, charges, fees and expenses and any unpaid assessments hereunder and liens shall be paid to the Townhome Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhome and to immediate possession of the Townhome sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the Townhome sold subject to this Declaration, the By-Laws and the rules and regulations of the Board or Association. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per year, or such greater percentage as may be permitted under the laws of the State of Illinois, until paid, shall be charged to and assessed against such defaulting Townhome Owner, and shall be added to and deemed part of his share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his share of the Common Expenses, upon the Townhome of such defaulting Townhome Owner and upon all of his additions and improvements thereto, and upon all of his personal property located in his Townhome or elsewhere on the Development, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage on the Townhome of such Townhome Owner, except for the amount of the proportionate share of said Common Expenses which becomes due and payable from and after the date on which the mortgagee or a purchaser at a foreclosure sale under such

mortgage either takes possession of the Townhome or accepts a conveyance of any interest therein or the date on which the mortgagee causes a receiver to be appointed for the Townhome.

In the event of any such default by any Townhome Owner, the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Townhome Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same upon the defaulting Townhome Owner's Townhome and upon all of his additions and improvements thereto, and upon all of his personal property located in his Townhome or elsewhere on the Development, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage on the Townhome of such Townhome Owner, except for the amount of the proportionate share of said Common Expenses which becomes due and payable from and after the date on which the mortgagee under said mortgage or a purchaser at a foreclosure sale either takes possession of the Townhome or accepts a conveyance of any interest therein or the date on which the mortgagee causes a receiver to be appointed for the Townhome. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. The provisions of this Article XI applicable to the priority of liens held by mortgagees shall not be amended or modified without the express and prior written consent of all mortgagees of record.

ARTICLE XII

INSURANCE/CONDEMNATION

Section 1: Insurance.

- (a) The Board shall have the authority to and shall obtain insurance for the Common Area, against loss, damage or destruction by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage insurance provisions, of the full insurance replacement cost of the Common Area, and against such other hazards and for such amounts as the Board may deem advisable. Full insurable replacement cost shall be deemed the cost of restoring the Common Area to substantially the same condition in which it existed prior to said damage or destruction. Such insurance coverage for the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The premiums for such insurance coverage on the Common Area shall be a Common Expense.

The Board shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and shall have authority to obtain workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Townhome Owner, mortgagee of record, if any, the Association, its Officers and Directors, Board and Employees, the Declarant and the Managing Agent, if any, from liability in connection with the Common Area. The premiums for all said public liability insurance shall be a Common Expense.

The Board shall have authority to and may obtain such insurance, in such amounts, from such sources and in such forms as it deems desirable, insuring each Director of the Board, Officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a Director or officer of the Association, or a member of such committee. The premiums for such insurance shall be a Common Expense.

The Board shall have authority on behalf of the Association to participate in a cooperative program with other community associations in the Village of Tinley Park to obtain liability insurance on behalf of the Association. The Board must be satisfied with all the provisions of such a proposed participation agreement before it enrolls the Association in it.

- (b) Each Townhome Owner shall, at his own expense, obtain and maintain, throughout the period of his ownership of a Townhome, insurance on his Townhome as well as his additions and improvements thereto, against loss, damage or destruction by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage insurance provisions, for the full insurable replacement cost of his Townhome and against such other hazards as the Board may provide by resolution, such insurance coverage to be in form, substance, amount and with an insurance carrier satisfactory to the Board. The Board reserves the right, but shall be under no obligation, to require any Townhome Owner to increase the coverage on his Townhome up to the full insurable replacement cost thereof if the Board reasonably determines that such Townhome is not so insured. Full insurable replacement cost shall be deemed the cost of restoring such Townhome or any part thereof to substantially the same condition in which it existed prior to said damage or destruction. Such insurance coverage shall name the Association as an additional insured thereunder as the Association's interest may appear. Each such policy of insurance shall contain, if possible, a waiver of subrogation rights by the insurer against the other Townhome Owners and the Association. Each Townhome Owner shall submit to the Association a certificate of insurance naming the Association as an additional insured thereunder. Subject to the following sentence, the proceeds of such insurance shall be payable to the Townhome Owner and the Association as their interests may appear and shall be used to restore such Townhome to the same condition in which it existed prior to such damage or destruction; and the Association shall have the right to compel the Townhome Owner to so apply such proceeds. Subject to the rights of any mortgagee under a recorded mortgage on such Townhome, the Association shall have the right, at its election, to collect and receipt for any such insurance proceeds.

Section 2: Damage or Destruction.

- (a) In the event the Common Area shall suffer damage or destruction from any cause, the proceeds of any policy insuring against such loss or damage and payable by reason thereof shall be applied to cause such damage or destruction to be reconstructed, repaired or restored unless the Board decides that such proceeds not be so applied.
- (b) In the event of damage to or destruction of, by fire or other casualty, any Townhome, or any portion thereof, the Townhome Owner of any such Townhome covenants and agrees that such Townhome Owner shall commence repairing or rebuilding, within a reasonable time after such damage or destruction (not to exceed six months), the Townhome in a substantial and workmanlike manner, using materials comparable to or better than those used in the original structure, and that all construction performed by or caused to be performed by such Townhome Owner shall conform in all respects to the laws and ordinances regulating the construction of buildings in force at the time of such repair or rebuilding. All available insurance proceeds shall be applied to such repairing and rebuilding; the excess, if any, to be paid to the Townhome Owner. The exterior of such Townhome, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of such Townhome prior to the damage or destruction. All rebuilding performed in accordance with the provisions of this paragraph shall be subject to the approval of the Association. In the event that any Townhome Owner shall fail to perform the necessary repair or rebuilding in accordance with the provisions hereof, then the Association may but shall not be required to cause such repair or rebuilding to be furnished, provided and installed in accordance with the provisions hereof and the total cost thereof shall be the personal obligation of the Townhome Owner. In any such event, the Association shall have and is hereby given a continuing lien on the Townhome to which any such repair or rebuilding is furnished by the Association in the aggregate amount of (i) the cost thereof; (ii) interest at the maximum rate permitted by the laws of Illinois from the date of the Association's payment of such costs; and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Townhome in the hands of such Townhome Owner, his heirs, devisees, personal representative, grantees, and assigns. In the event such Townhome Owner does not forthwith fully repay the Association therefore as aforesaid, such lien may be foreclosed against the Townhome by the Association, in

the same manner as hereinabove provided in connection with unpaid assessments. The Association's lien described in this paragraph, shall be subordinate to the lien of any mortgage now or hereafter placed upon the Townhome.

ARTICLE XIII **GRANT OF EASEMENT**

There is hereby granted a non-exclusive easement appurtenant to each Townhome Property and perpetual easement on, over and across the Common Area for the purpose of access and ingress and egress to the benefitted parcel. Each Townhome Owner shall have the right to use the Common Area in common with all other Townhome Owners as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Townhome Property owned by such Townhome Owner. Such right to use the Common Area shall extend to not only such Townhome Owner, but also to such Townhome Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Such rights to use of the Common Area shall be subject to the rules and regulations of the Board of the Association. The Board of the Association shall have the authority to grant additional easements with respect to the Common Area.

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.

Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE XIV **RIGHTS RESERVED BY DECLARANT**

Section 1: Special Amendments. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with First Mortgages covering Lots; (iii) to correct errors, omissions or inconsistencies in the Declaration or any Exhibit; (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations; (v) to change the product line and elevations during the course of construction provided that all efforts will be made to continue with the overall esthetics and harmony of the community; or (vi) to make any other modifications that the Declarant deems necessary to further the best interests of the development. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such times as Declarant no longer holds or controls title to any portion of the Development Area.

Section 2: Easements for Storm Water Management. The Declarant reserves the right to enter into agreement and easements for the use of easement areas, detention areas and storm water management facilities constructed by Declarant with adjoining property owners, and, in connection therewith enter into such agreements for joint maintenance of such detention and storm water facilities on behalf of the Association as Declarant sees fit.

Section 3: In General. In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Declarant or Declarant's beneficiary is no longer vested with or controls title to any part of the Premises.

Section 4: Promotion of Project. In connection with the promotion, sale or rental of any improvements upon the Premises: (a) the Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable; and (b) Declarant, Declarant's beneficiary and their respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to sell or lease any Townhome Property owned by it to any person or entity which it deems appropriate in its sole discretion.

Section 5: Construction on Premises. The Declarant hereby reserves the right and power to make such improvements to the Common Area (including landscaping) as the Declarant deems to be necessary or appropriate. In connection with the rights provided in this Section, the Declarant, Declarant's beneficiary and their respective agents and contractors, shall have the right of ingress, egress and parking on the Common Area and the right to store dirt, construction equipment and materials on the Common Area without the payment of any fee or charge whatsoever.

Section 6: Grant of Easements and Dedications. Declarant shall have the right to dedicate portions of the Common Area to the County, the Municipality or other governmental authority which has jurisdiction over such real estate. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public or private utility for the installation and maintenance of electrical and telephone conduit and liens, gas, sewer or water lines, or any other utility services serving any portion of the Premises.

Section 7: Declarant Control of Association. The first and all subsequent Boards shall consist of that number of persons from time to time designated by the Declarant, which persons may, but need not, be Voting Members. Declarant's rights under this section to appoint the members of the Board shall terminate on the first to occur of: (a) the sale of seventy-five percent (75%) of the total Townhomes to be constructed on the Real Estate; (b) the giving of written notice by mail by the Declarant to the members of its Association of Declarant's election to terminate such rights, and Declarant shall have no further obligation with respect to the operation of the Association following said notice; or (c) ten (10) years from the date of recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be consisted and elected as provided in the By-Laws. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

Section 8: Other Rights. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration, including Amendment of this Declaration prior to turnover. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting title and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record an amendment.

ARTICLE XV
CHANGE, MODIFICATION OR RECISSION

In addition to amendment of this Declaration as heretofore and hereinafter provided, subject to the following subparagraph, and unless otherwise provided herein, this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice President of the Association, and approved by the Townhome Owners having two-thirds (2/3) or more of the total votes, said approval to be evidenced by Certification of an officer of the Association attached and incorporated into the Amendment.

Neither this Declaration nor the By-Laws may be changed, modified or rescinded so as to eliminate, impair, limit or abridge any rights of the Declarant or any of the mortgagees of record of Townhomes under this Declaration or the By-Laws without the prior written consent of the Declarant or all such mortgagees of record as the case may be. No change, modification or rescission pursuant to this paragraph, which has a material impact upon the duties and responsibilities of the Village of Tinley Park shall be valid without submission of such change, modification or rescission to the Village for its approval. Such approval shall not be unreasonably withheld by the Village. All rights inuring to the Declarant under this Declaration and the By-Laws shall also inure to its successors and assigns.

Any change, modification or rescission of this Declaration, whether accomplished under the provisions of this paragraph or another paragraph of this Declaration, shall be effective upon recording of the instrument which accomplishes such change, modification or rescission.

ARTICLE XVI
NOTICES

Notices provided for in this Declaration or the By-Laws shall be in writing. Prior to the Turnover Date, notices shall be addressed to the Association or Board as follows:

Brookside Glen Villas Townhome Association

Thereafter and provided the President of the Board is a Townhome Owner, to:

President of the Board of
Brookside Glen Villas Townhome Association
(addressed to his or her Townhome)

or at such other address as hereinafter provided. Such notices shall be addressed to any Townhome Owner, as the case may be, at his Townhome or at such other address as hereinafter provided by such Townhome Owner in writing. Such notices shall be addressed to any mortgagee of a Townhome, as the case may be, at the address provided to the Association by such mortgagee for that purpose, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Townhome Owners. Any Townhome Owner or mortgagee of a Townhome may designate a different address for notices to them by giving written notice to the Association. Notices required to be delivered to any devisee or recipient of a Townhome from, or personal representative of, a deceased Townhome Owner shall be addressed to such party at the address appearing for said party in the records of the court where the estate of such deceased Townhome Owner is being administered. Notices addressed as above provided shall be deemed delivered when mailed by United States first class mail, or when delivered in person, or, if addressed to a Townhome Owner, mailed by United States first class mail to his Townhome Address or such address as provided in writing.

Upon written request to the Board, the holder of any recorded mortgage encumbering any Townhome shall be given a copy of all notices permitted or required by this Declaration to be given to the Townhome Owner of the Townhome which is subject to such mortgage.

ARTICLE XVII

GENERAL PROVISIONS

Section 1: Enforcement. The Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall be specifically entitled in all respects to reasonable attorneys fees and costs incurred by the Association from any defaulting or non-complying Owner. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is hereby granted all rights granted to Townhome Associations pursuant to Illinois law, now in place or hereafter enacted, to enforce this Declaration or procure payment of the Assessments as herein provided. Nothing contained herein shall be deemed to require the Association or the Declarant to comply with any term or provision of or submit any property to an act commonly known as the Illinois Condominium Act.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Successors and Assigns of Trustee and Developer. Every right, power or easement granted to or reserved by the Trustee and/or Developer in this Declaration, the By-Laws or in the rules and regulations of the Board or Association shall inure to the benefit of and may be exercised by the Trustee and Developer's respective successors and assigns to whom either expressly assigns their respective rights hereunder.

Section 4: Land Trustee as Townhome Owner. In the event title to any Townhome is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Townhome remains vested in the trust beneficiaries, then the beneficiaries thereunder shall be considered Townhome Owners for all purposes hereunder, and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhomes. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Townhome and the beneficiaries of such trust, notwithstanding any transfers or the beneficial interest of any such trust or any transfer of title to such Townhome. By directing said trustee to take title to said Townhome, said beneficiaries agree to be bound by the foregoing provisions.

Section 5: Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to benefit of and be enforceable by the Association, or the Owner of any Townhome Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 6: Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is recorded.

ARTICLE XVIII
ANNEXING ADDITIONAL PROPERTY

Section 1: In General. Declarant reserves the right at any time and from time to time prior to ten (10) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Real Estate to the provisions of this Declaration as additional Parcels by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Real Estate which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Parcel"; any portion of any Added Parcel which is made part of the Common Area shall be referred to as "Added Common Area"; and any Units contained in the Added Premises shall be referred to as "Added Units". After the expiration of said ten (10) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Real Estate to the provisions of this Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Unit Owners then subject to this Declaration is first obtained.

Section 2: Power to Amend. Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time, which amends or supplements Exhibit A, and the property described in this agreement. A Supplement Declaration may contain such additional provisions affecting the use of the Added Parcel or the rights and obligations of owners of any part or parts of the Added Parcel as the Declarant deems necessary or appropriate.

Section 3: Effect of Supplement Declaration. Upon the recording of a Supplemental Declaration by Declarant which annexes and subjects Added Parcels, Added Common Area, or Added Units to this Declaration, as provided in this Articles, then:

- (a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Parcel and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Parcel in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Parcel, and Persons having an interest or estate in the Parcel, subjected to this Declaration prior to the date of the recording of the Supplemental Declaration;
- (b) Every Owner of an Added Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Units immediately prior to the recording of such Supplemental Declaration;
- (c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Parcel (including the Added Common Area or the Added Units, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Parcel were subjected to this Declaration at the time of the recording hereof;
- (d) The recording of each Supplemental Declaration shall not alter the amount of the lien for any charges made to a Unit or its Owner prior to such recording;
- (e) The Declarant shall have and enjoy with respect to the Added Parcel all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and
- (f) Each Owner of an Added Unit which is subject to assessment hereunder shall be responsible for the payment of the assessment pursuant to Article V, Section 3, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Parcel became subject to assessment hereunder.

IN WITNESS WHEREOF, **Marquette Bank, not individually, but solely as Trustee under Trust Agreement dated January 4, 2000 and known as Trust No. 15084**, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its _____ and attested by its _____ this _____ day of _____, 2023.

**MARQUETTE BANK, NOT INDIVIDUALLY, BUT SOLELY
AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 4, 2000 AND KNOWN AS TRUST NO. 15084**

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of **Marquette Bank, not individually, but solely as Trustee under Trust Agreement dated January 4, 2000 and known as Trust No. 15084**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, respectively, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of **Marquette Bank, not individually, but solely as Trustee under Trust Agreement dated January 4, 2000 and known as Trust No. 15084**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

TRUSTEE EXCULPATION

It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against MARQUETTE BANK or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.

Signed as of the day and year first above written.

**MARQUETTE BANK, NOT INDIVIDUALLY, BUT SOLELY
AS TRUSTEE UNDER TRUST AGREEMENT DATED
JANUARY 4, 2000 AND KNOWN AS TRUST NO. 15084**

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 49, both inclusive, and Lots A, B, C, D and E in the First Resubdivision of Lot 1 in Brookside Glen Villas Subdivision, being a subdivision in part of the Northeast 1/4 Section 11, Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

EXHIBIT B

ARTICLES OF INCORPORATION OF ASSOCIATION

EXHIBIT C

BY-LAWS OF BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION

ARTICLE I

NAME OF ASSOCIATION AND DEFINITION OF TERMS

Section 1: Name. The name of the Association is "BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION".

Section 2: Definitions. Any term used in these By-Laws that is defined in the Declaration of Covenants and Restrictions for BROOKSIDE GLEN VILLAS TOWNHOMES ("Declaration"), recorded as Document No. _____, to which a copy of these By-Laws is attached as Exhibit C thereto, shall have the same definition herein that is set forth in said Declaration. The term "member" as used in these By-Laws means Townhome Owner, except where the context requires otherwise.

ARTICLE II

MEMBERS

Section 1: Eligibility. The members of the Association shall consist of all the Townhome Owners in the Development.

Section 2: Succession. The membership of each Townhome Owner in the Association shall terminate when said Townhome Owner ceases to be a Townhome Owner, and upon the sale, transfer or other disposition of such Townhome Owner's Townhome, said Townhome Owner's membership in the Association shall be transferred ipso facto to the new Townhome Owner.

Section 3: Annual Meetings. The First Meeting shall be held on a date to be determined as provided in the Declaration. Thereafter there shall be an annual meeting of Townhome Owners on the second Tuesday of September following such First Meeting, and on the second Tuesday of September of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time or date as may be designated by the Board. Each such meeting of Townhome Owners shall be held at such place in Will County, Illinois, and at such time and date as shall be specified in the written notice of such meeting which shall be sent to all Townhome Owners at least ten (10) days prior to the date of such meeting.

Section 4: Special Meetings. A special meeting of the Townhome Owners may be called at any time by the President of the Association, by a majority of the Directors of the Board or upon written request of at least twenty-five percent (25%) of all Townhome Owners. Said special meeting shall be called by sending written notice thereof to all Townhome Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5: Delivery of Notice of Meetings. Notice of a meeting may be delivered either personally or by mail to a Townhome Owner at the address given to the Board by said Townhome Owner for such purpose, or to the Townhome Owner's Townhome, if no other address for such purpose has been given to the Board.

Section 6: Voting. Each Townhome Owner shall have one (1) vote. If any Townhome Owner consists of more than one (1) person, the voting rights of such Townhome Owner shall not be divided but shall be exercised as if the Townhome Owner consisted of only one (1) person, in accordance with the proxy or other designation made by the persons constituting such Townhome Owner. The Declarant may exercise all voting rights with respect to the Townhomes owned by the Declarant from time to time.

Notwithstanding the foregoing, or any other provision of the By-Laws, the Board shall have the right and power to suspend the voting rights of any Townhome Owner during such period the Townhome Owner's Common

Expense assessments, or any other monetary obligations due and owing the Association from the Townhome Owner, remains delinquent and unpaid.

Section 8: Proxies. At all meetings of Townhome Owners, each Townhome Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Townhome Owner of his Townhome.

ARTICLE III **BOARD OF DIRECTORS**

Section 1: Number, Election and Term of Office. The Board shall consist of three (3) Directors. Except for the initial Board, which shall be appointed by the Declarant at the first meeting, Directors shall be elected in accordance with Article III of the Declaration and at the regular annual meeting of Association members by vote of the Townhome Owners. As long as the Declarant holds title to any Townhome, the Declarant shall have the right, at its option, to appoint at least one (1) Director to the Board.

In every election for Directors, voting shall be cumulative and every Townhome Owner shall have the right to vote, in person or by proxy. Those Directors receiving the greatest number of votes shall be deemed elected. Every elected Director shall hold office for a term of one (1) year and thereafter until his successor shall be elected and qualified.

A majority of the total number of Directors on the Board from time to time shall constitute a quorum. Except for Directors appointed by the Declarant, each Director shall be a Townhome Owner, the spouse of a Townhome Owner (or, if a Townhome Owner is a trustee of a trust, a Director may be a beneficiary of such trust or the spouse of such beneficiary) or one (1) of the persons whose estates or interests aggregate fee simple ownership of a Townhome. If a Director shall cease to meet the requirements set forth in the preceding sentence during his term, or in the event of the death, resignation or refusal or inability to act of any Director, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant. Any vacancy occurring on the Board may be filled by a majority vote of the remaining Directors thereof, except that any vacant position on the Board, which was last filled (i) by a Director appointed by the Declarant, may be filled only by a person appointed by the Declarant; or (ii) by a Director selected by a committee of Townhome Owners, may be filled only by a substitute Director selected by such committee. Any Director elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds. Any Director may be removed from office, with or without cause, by a vote of two-thirds (2/3) of all Townhome Owners, and in any such case such Director's place on the Board shall be filled as hereinabove provided.

Section 2: Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Townhome Owners. Regular meetings of the Board other than the aforesaid regular annual meeting shall be with such frequency and at such place and hour as may be fixed from time to time by resolution of the Board. Special meetings of the Board shall be held upon a call by the President of the Association or by a majority of the Board on not less than forty-eight (48) hours notice to each Director, delivered personally, by mail or by telephone. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting. The Directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3: Compensation. Directors shall receive no compensation for their services, provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, except that the Declarant shall be entitled to charge a reasonable management fee prior to the turnover of the Association.

Section 4: Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided, or any Director which a majority of the Board determines, in good faith, to be involved in criminal activity;
- (b) to administer the affairs of the Association and the Development;
- (c) to engage the services of a Managing Agent to maintain, repair, replace, administer and operate the Development or any part thereof upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Development;
- (e) to adopt rules and regulations, with written notice thereof to all Townhome Owners, governing the administration, management, operation and use of the Development and the Common Area and also governing the personal conduct of the Townhome Owners and their guests and invitees and to amend such rules and regulations from time to time;
- (f) to establish penalties and fines for the violation of the provisions of the Declaration, these By-Laws or the aforesaid rules and regulations;
- (g) to provide for the maintenance, repair and replacement of the Common Area and portions of the Townhomes as provided in the Declaration, payment therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- (h) to declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board;
- (i) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to contract for any services deemed necessary or desirable by the Board, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development and the Common Area and to delegate any such powers to the Managing Agent (and to any employees or other personnel of the Managing Agent);
- (j) To appoint committees of the Board as the Board deems appropriate and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (k) to determine from time to time the fiscal year of the Association as the Board deems advisable;
- (l) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Townhome Owners (excluding the Declarant) their respective shares of the Common Expenses;
- (m) to grant licenses, concessions or easements over portions of the Common Area;
- (n) to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at each regular annual meeting of the members or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the members;
- (o) to the extent the Board deems necessary or appropriate, to cause any officers or employees having fiscal responsibilities to be bonded;

- (p) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Townhome Owners as expressed in a resolution duly adopted at any annual or special meeting of the Townhome Owners;
- (q) to suspend the voting rights of any Townhome Owner during such period the Townhome Owner's Common Expense Assessment, or any other monetary obligations due and owing the Association from the Townhome Owner, remains delinquent and unpaid; and
- (r) to exercise all other powers and duties of the Townhome Owners as a group, and all powers and duties of the Board set forth in the Declaration, and to give effect to the provisions of the Declaration.

Section 5: Limitation of Board's Power. Notwithstanding any provision in this Article or elsewhere in these By-Laws, the Board shall not have the power or duty to act in any way which materially impairs the development of the Development, as contemplated in the Declaration, or which impairs or infringes Declarant's rights set forth in the Declaration, and the Deeds and Plats of Subdivision of record.

ARTICLE IV **OFFICERS**

Section 1: Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who: (i) shall be a Director; (ii) shall preside over the meetings of the Board and of the Townhome Owners; (iii) shall be the chief executive officer of the Association; (iv) shall see that orders and resolutions of the Board are carried out; and (v) shall sign all leases, mortgages, deeds, contracts and other written instruments on behalf of the Association, other than checks issued in the normal course of the Association's affairs;
- (b) a Vice-President who shall be a Director, shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;
- (c) a Secretary, who: (i) shall record the notes and keep the minutes of all meetings of the Board and of the Townhome Owners; (ii) shall keep the corporate seal of the Association (if the Association has a corporate seal) and affix it on all appropriate papers; (iii) shall serve notice of meetings of the Board and of the members; (iv) shall keep appropriate current records showing the members of the Association together with their addresses; and (v) shall, in general, perform all the duties incident to the office of Secretary;
- (d) a Treasurer, who: (i) shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; (ii) shall disburse such funds as directed by resolution of the Board; (iii) shall sign all checks and promissory notes of the Association; (iv) may, but shall not be required to, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and (v) shall prepare annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and
- (e) such additional officers as the Board shall see fit to elect.

Section 2: Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3: Term of Office. Each officer shall hold office for a term of one year and thereafter until his successor shall have been elected and qualified.

Section 4: Vacancies. A vacancy in any office shall be filled by the Board by a majority vote of the Directors at a regular or special meeting of said Board. Any officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed with or without cause at any time by the Board at a regular or special meeting thereof.

Section 5: Compensation. The officers shall receive no compensation for their services, provided, however, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V ASSESSMENTS

Section 1: Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including management, salaries, wages, payroll taxes, real estate taxes on the Common Area, legal and accounting fees, supplies, materials, equipment, parts, services, maintenance, repairs, replacements, landscaping, snow removal, garbage and refuse removal, insurance, fuel, power, water service and water usage charges, utilities, maintenance of security to the extent deemed appropriate by the Board, exterior maintenance of the Townhomes as specified in the Declaration and all other Common Expenses. The annual budget shall also take into account the estimated net available cash income for such fiscal year. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The Board shall periodically secure professional advice regarding the adequacy of the reserve funds for contingencies and replacements. The contingency and replacement accounts shall not be used for any other purpose than that for which they are established and maintained. To the extent that the assessments and other cash income collected from the Townhome Owners during the preceding year exceed the expenditures for such preceding year, the surplus shall either be transferred to reserves or applied to the coming year to reduce capital requirements of the budget.

Section 2: Assessments. The estimated annual budget for each fiscal year and any amendments or changes thereto shall be approved by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Townhome Owner shall pay such Townhome Owner's Share of the monthly assessment for the Common Expenses in accordance with the provisions of the Declaration. The Townhome Owner's Share shall be determined as set forth in the Declaration. Pursuant to rules and regulations duly adopted by the Board, the Board may assess a late charge against any Townhome Owner who fails to pay the monthly assessment on his Townhome when due. Copies of said estimated annual budget and any amendments or changes thereto shall be furnished by the Board to each Townhome Owner not less than 30 days before the first monthly assessment, based upon said annual budget or amended or changed annual budget, is due. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Townhome Owner shall continue to pay each month the amount of his prior respective monthly assessment to the Managing Agent or as may be otherwise directed by the Board. No Townhome Owner (except the Declarant) shall be relieved of his obligation to pay his assessment by abandoning or not using his Townhome or the Common Area.

Section 3: Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Townhome Owner shall be proportionate to the number of months and days in such period covered by such budget.

Section 4: Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Townhome Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5: Supplemental Budget. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, than the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Townhome Owner, and thereupon a supplemental assessment shall be made to each Townhome Owner for his proportionate share of such supplemental budget.

Section 6: Capital Expenditures and Long Term Contracts. Except for capital expenditures and contracts specifically authorized by the Declaration and these By-Laws, the Board shall not approve any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) (unless required for emergency repair, protection or operation of the Common Area) nor enter into any contract for more than two (2) years, without the prior approval of two-thirds (2/3) of the Townhome Owners.

Section 7: Lien. It shall be the duty of every Townhome Owner (excluding Declarant) to pay his proportionate share of the Common Expenses, as assessed in the manner herein and in the Declaration provided.

If any Townhome Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof (plus any late charge assessed against such Townhome Owner), together with interest and late charges thereon after said Common Expenses become due and payable, at the maximum rate permitted by the laws of the State of Illinois, and costs of collection, including reasonable attorneys' fees, shall constitute a lien on the interest of such Townhome Owner in the Development, and upon the personal property of such Townhome Owner located in his Townhome or elsewhere in the Development, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage held by a mortgagee on the interest of such Townhome Owner, except for the amount of the proportionate share of Common Expenses which becomes due and payable from and after the date on which such mortgagee or a purchaser at a foreclosure sale either takes possession of the Townhome or accepts a conveyance of any interest therein or the date on which said mortgagee causes a receiver to be appointed for the Townhome.

The Association, or its successors and assigns, or the Board or its agents, shall have the right to bring an action at law against the Townhome Owner personally obligated to pay the same or to maintain a suit to foreclose any such lien against the Townhome, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and late charges at the highest legal rate and reasonable attorneys' fees. Furthermore, if any Townhome Owner shall fail or refuse to pay when due his proportionate share of the Common Expenses and such Townhome Owner withholds possession of his Townhome, after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to immediate possession of such Townhome. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies in the manner prescribed by Article IX of the Illinois Code of Civil Procedure, the Declaration or these By-Laws or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8: Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Upon receipt of ten (10) days written notice to it or to the Association from a Townhome Owner or mortgagee of record, and upon payment of a reasonable fee, the Board shall furnish to said Townhome Owner or mortgagee, as the case may be, a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from said Townhome Owner. If a Board or Managing Agent certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

The books, records and papers of the Association shall, by appointment during reasonable business hours, be subject to inspection by any member upon written notice and statement of a proper purpose. The Declaration,

the Articles of Incorporation and these By-Laws shall be available for inspection by any member at the principal office of the Association, where copies shall be available for purchase at reasonable cost.

Section 9: Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Development or the Common Area, rather than a lien against only a particular Townhome. When less than all the Townhome Owners are responsible for the existence of any such lien, the Townhome Owners responsible therefor shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Townhome Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the sole benefit, use and account of all Townhome Owners equally.

ARTICLE VI **CONTRACTUAL POWERS**

Contracts or other transactions between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, are prohibited.

ARTICLE VII **INDEMNIFICATION**

Section 1: General. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, willful misconduct or fraud in the performance of his duty to the Association.

Section 2: Success on Merits. To the extent that a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article VII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3: Determination of Right to Indemnify. Any indemnification under Sections 1 and 2 of this Article VII shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or (iii) by a majority of the members of the Association.

Section 4: Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, the officer or the member of such committee to be indemnified to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 5: Non-Exclusivity. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer or member of such committee, and shall inure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE VIII AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Article XIII of the Declaration; provided that (i) any provisions relating to the rights of the Declarant shall not be amended without the written consent of the Declarant; and (ii) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration. These By-Laws may also be amended by the Declarant for the purposes and by the procedure set forth in Article XIII of the Declaration. No amendment to these By-Laws shall become effective until recorded with the Will County Recorder of Deeds.

ARTICLE IX CONFLICT BETWEEN DECLARATION AND BY-LAWS

In the event of any conflict between any provision of these By-Laws and a provision of the Declaration, the provision of the Declaration shall control.

ARTICLE X CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: "BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION".

ARTICLE XI FISCAL YEAR

Unless the Board adopts a resolution to the contrary, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the Directors of BROOKSIDE GLEN VILLAS TOWNHOME ASSOCIATION, have hereunto set our hands this _____ day of _____, 2023.

EXHIBIT D

BUDGET



Village of Tinley Park

Memo

Date: July 6, 2023

To: Plan Commission

From: Daniel Ritter, AICP
Community Development Director

Subject: Continuation of Item 3 - Gas N Wash

Item 3 on the meeting agenda for a public hearing for Gas N Wash at 18301 LaGrange Road has been requested for a continuation. A revised site plan was submitted to address traffic concerns noted at the workshop and is under review. The Petitioner is working on updating plans and the traffic/drive-thru analysis. Additional conversations with Cook County Dept. of Transportation and Highways are also expected. Continuation of the Public Hearing is requested to the August 3, 2023 Plan Commission meeting.