



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING AGENDA
TUESDAY, MARCH 19, 2024
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
7:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/QUORUM ESTABLISHED**
- 4. PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.]*
- 5. PRESENTATION BY FERAS SWEIS**
- 6. FISCAL YEAR 2025 BUDGET**
- 7. HOA DISCUSSION – THE SETTLEMENT**
- 8. DISCUSSION OF PLANNING AND ZONING COMMITTEE 01/24/24 FINDINGS OF FACT**
- 9. DISCUSSION OF PLANNING AND ZONING COMMITTEE 03/06/24 FINDINGS OF FACT**
- 10. OTHER BUSINESS**
- 11. ADJOURNMENT**

**CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS
GRANTS AND EASEMENTS AFFECTING THE PROPERTY
KNOWN AS THE SETTLEMENT OF MAPLE PARK
KANE COUNTY, ILLINOIS**

ARTICLE I

GENERAL PURPOSES - DECLARATION

SECTION 1. GENERAL PURPOSES. This Declaration is made by Kennedy Homes Limited Partnership, the Developer of certain property located in the Village of Maple Park, Kane County, Illinois, as to the property described in Exhibit "A", and the Owner or Owners of said property (hereinafter collectively referred to as "Declarant"), who desire to create thereon a Subdivision.

SECTION 2. DECLARATION. The Declarant desires to provide adequately for a subdivision of the highest quality and character by establishing uniform building restrictions and protective covenants for the use and occupancy of single-family detached residential real property described in Exhibit "A", which is attached hereto and made a part hereof, as follows:

For the purpose of securing an attractive, harmonious subdivision that will have continuing appeal, if the Declarant so elects, the Declarant shall appoint a Design Review Committee to review the construction plans and specifications showing the elevations and location on such single-family lots, and the nature, kind, shape, height, material and color scheme of all principal and accessory structures.

NOW, THEREFORE, the Declarant hereby declares that the said real estate shall be conveyed by the Declarant and occupied and used by the grantees of the Declarant, and their successors and assigns, subject to the covenants, restrictions, easements, charges and lien, sometimes hereinafter collectively referred to as "Covenants, Conditions, and Restrictions", hereinafter set forth. The provisions of the Declaration are intended to create mutual equitable servitude upon each single-family detached residential lot becoming subject to this Declaration in favor of each and all other such single-family detached residential lots; to create privity of contract and estate between the grantees of all such lots, their heirs, successors and assigns and to operate as covenants running with the land for the benefit of all such lots for the present and in the future.

ARTICLE II

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration, shall have the following meanings:

1. COMMITTEE shall mean the Design Review Committee appointed by Declarant; the size and make-up to be determined by Declarant or assignees from time to time.
2. CONTRACT PURCHASER shall mean any person(s) or entity that purchases a lot by way of an installment sales contract.
3. DECLARANT shall mean the Developer and the Owners, the beneficiaries thereof, and any successor owner, developer or assignees thereof.
4. DWELLING shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.
5. ACCESSORY STRUCTURE shall mean a subordinate building or a portion of a dwelling, or any other structure of any kind, the use of which is customarily incidental and accessory to the principal use of the dwelling.
6. DWELLING LOT shall mean any lot zoned for single-family detached residential use.
7. EXISTING PROPERTIES shall mean and refer to the existing Property as defined in Exhibit "A", attached hereto and made a part hereof when all or a portion of such property is subject to this Declaration from time to time.
8. LIVING AREA shall mean those portions of a dwelling which are enclosed and customarily used for dwelling purposes and having not less than seven (7) feet six (6) inches headroom, but shall not include open porches, open terraces, breeze-ways, attached garages, carports, basements (including "walk-out" lower levels), or accessory dwelling buildings.
10. LOT shall mean any lot zoned for single-family detached residential use described by a number upon any recorded subdivision plat of the

Property, but shall not include any parcel designated therein as a "Tract".

11. OWNER shall mean the record owner (whether one or more persons or entities), of a fee or undivided fee interest or having an interest in real estate as a contract purchaser of any lot or living unit, situated upon the Property, but shall not include any such person or entity who holds such interest merely as a security for performance of an obligation.

12. SINGLE-FAMILY shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than four persons not all so related together with his or their domestic servants, maintaining a common household in a dwelling.

13. STORY shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and ceiling next above.

14. STRUCTURE shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a more or less permanent location on or in the ground. All fences or signs or other advertising devices, attached or projecting, shall be construed to be a separate structure.

ARTICLE III

DESIGN REVIEW

SECTION 1. OBJECTIVES. The Declarant's objectives are: To carry out the General Purposes as expressed in this Declaration and to assure a development of a distinctively high quality; to insure that the Settlement of Maple Park is a Subdivision in which all lots making the Settlement of Maple Park one of the more desirable areas in which to live in Kane County, Illinois; to encourage design features and the use of quality materials conducive to energy conservation which preserve and protect the value of all Dwellings in the Settlement of Maple Park; to assure that any improvements or changes in the Property will be in harmony with the natural beauty of the area.

Section 2. MATTERS REQUIRING APPROVAL. Prior written approval shall be obtained from the Design Review Committee with respect to all matters stated in this Declaration as requiring approval. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to submittal of final architectural drawings and specifications for final review. No building, wall, or any other principal or accessory structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and

specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade, proposed landscaping, and site clearing or preparation have been submitted to and approved in writing by the Design Review Committee which shall be the Developer, its successors or assigns.

Section 3. PROCEDURE. Whenever approval is required by the Design Review Committee, appropriate architectural plans, including a site layout, landscaping plan, and specifications shall be submitted to the Design Review Committee and they shall either approve or disapprove such design, location, proposed construction and site clearing and preparation activities within thirty (30) days after completed plans and specifications have been submitted to it; except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Design Review Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious, subjective, or unreasonable reasons. If such plans and specifications are neither approved nor disapproved within thirty (30) days after completed submission, approval shall be deemed to have been given and this article fully complied with.

Section 4. NON-LIABILITY FOR APPROVAL OF PLANS. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance, and location, but such approval shall not constitute approval for engineering design, or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Design Review Committee, the members thereof, the Declarant or beneficiaries of the Owner, nor any professional consultant engaged by the Design Review Committee, assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Declarant nor the beneficiaries of Owner shall be liable to any owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within The Settlement of Maple Park, or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct, provided, however, that such action, with the actual knowledge possessed by such party, was taken in good faith. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be the representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and building codes.

Section 5. LANDSCAPING. Seeding or sodding in yards is required. Landscaping shall be completed within six (6) months following issuance of a building permit or as soon as reasonably possible the next planting season.

Section 6. ASSIGNABILITY. The functions of the Design Review Committee under this Article may be assignable at the sole discretion of the Declarant.

ARTICLE IV

PROTECTIVE COVENANTS

On and after the date hereof, title to the property legally described in Exhibit "A" shall be subject to the following covenants which shall run with the land and which are protective covenants applicable to all of the property described in Exhibit "A" attached hereto and made a part hereof. No principal building or other accessory structure of any kind shall be erected, moved to and on, altered or permitted to remain on any lot within said Development which does not comply with the following restrictions:

SECTION 1. LAND USE-SINGLE FAMILY RESIDENTIAL. All properties submitted to this Declaration (and any future single-family detached areas of The Settlement of Maple Park) shall be used only as Residential Dwelling Lots for a detached single-family residence with attached garage. Each Dwelling shall be designed and erected for occupation by a single family for the sole use of such family. No home, occupation or profession shall be conducted on any lot except as permitted by local zoning ordinances and appropriate governmental regulation.

SECTION 2. SUBDIVISION OF LOTS. No lot shall be subdivided or re-subdivided to create additional buildable lots. No more than one (1) such detached single-family Residential Dwelling with attached garage shall be built on any said lot. Declarant reserves the right to make boundary and non-recorded easement adjustments not inconsistent with the intent of this section, which adjustments shall not be deemed to be a subdivision as contemplated herein.

SECTION 3. LOCATION OF STRUCTURE ON LOT. Building setback lines will conform to those established from time to time by the Declarant and the Village of Maple Park.

SECTION 4. QUALITY OF STRUCTURE. It is the intent and purpose of these covenants to insure that all structures shall be of high quality design, workmanship and materials, and that they shall be compatible and harmonious with the natural setting of the area and other structures within the Development. All structures shall be constructed in accord with applicable building codes and with more restrictive standards which may be required by the Declarant and the Design Review Committee.

SECTION 5. SIZE OF STRUCTURE. Structure heights shall conform to requirements of the Village Ordinance. The living area of the Dwelling, exclusive of the attached garage, basements, porches, or patios shall be:

- (a) For one-story single-family dwellings not less than 1,250 square feet of

living area;

(b) For dwellings of more than one story, not less than 1,400 square feet of living area.

©) All garages shall be attached to the dwelling and shall be constructed at the same time as the Residence Dwelling. There shall be no less than a two (2) car attached garage nor more than a three (3) car attached garage for each dwelling unit constructed. Construction of identical models with identical elevations adjacent to or directly across the street from one another is prohibited; dwellings of the same color siding must be separated by one (1) or more dwellings with different color siding; and the construction of buildings in, on or otherwise obstructing pedestrian easements shown on the Preliminary Plan is prohibited.

SECTION 6. TEMPORARY STRUCTURES. No trailer, tent, garage or basement shall be used at any time for a Residence either temporarily or permanently. Any and all mobile homes, mobile or stationary trailers, commercial vehicles, recreational vehicles, trucks, campers, boats or snowmobiles must be kept within an enclosed garage. Temporary Sales facilities and Construction trailers and all activities incidental thereto which may be conducted by Declarant or its agents and employees shall not be deemed to be in violation of this Section.

SECTION 7. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any dwelling lot, nor shall anything be done thereon which may become an annoyance or nuisance to the other residents of The Settlement of Maple Park. No noxious or offensive plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any lot.

SECTION 8. FENCES. No wall, fence, hedge or shrubbery which unreasonably restricts the view and impairs the openness of The Settlement of Maple Park shall be constructed on any lot. Fences shall not exceed five (5) feet in. *Chain link fences are prohibited.*

SECTION 9. LOT APPEARANCE. No Owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Natural growth shall be kept trim and neat. Garbage shall be placed in receptacles provided therefor, and if outside, shall be properly screened. Tarpaulins and similar covering materials are prohibited. Within six (6) months of the date of occupancy of any residences constructed on any lot, all driveway and turn-around areas shall be finished with concrete, asphalt, or brick material.

SECTION 10. GARDENS. One (1) garden shall be permitted on each lot, and it

shall not be placed between the house and the street. All lawns, gardens and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 11. SWIMMING POOLS. Swimming pools are to be permitted through the Village of Maple Park. Pools may not be located closer than ten (10) feet from rear and side lot lines.

SECTION 12. FIRES. Other than barbecues in properly constructed barbecue pits or grills and firepits, no open fires shall be permitted on a lot, nor shall any other similar activity or condition be permitted which would tend to increase insurance rates for other owners. There shall be no open burning of refuse or building materials by an owner.

SECTION 13. ANIMALS. No animals, including but not limited to horses or other domestic farm animals, fowl or reptiles of any kind may be kept, bred or maintained on any lot, except commonly accepted household pets, to be maintained and limited in number to two (2) per species and not exceeding three (3) in total. No animals shall be kept, bred or raised within the Development for commercial purposes. In no event shall any domestic pet be allowed to run free away from its owner's lot, without a leash or so as to create a nuisance. There shall be no dog kennels or other animal shelters. Dog runs must be submitted to and approved by the Design Review Committee.

SECTION 14. RADIO AND TELEVISION RECEIVERS. Radio or television transmission, satellite, cable or other types of reception dishes or receiving towers, antennae, or receivers are not permitted, except within the interior portion of a dwelling. Notwithstanding the foregoing, satellite dishes which are no larger than 18" in diameter shall be permitted on the exterior of a dwelling subject to approval of the design review committee and provided that said dish is not visible from the roadway.

SECTION 15. UNDERGROUND WIRING. No above ground electrical or communication wires or cables, except those which may exist as of the date of recording of this document, are permitted other than within dwellings. Existing communication wires or cables and poles may be replaced and maintained as necessary. All necessary and approved conduit and cable will be placed and maintained underground. Temporary above ground power facilities and connections thereto shall be exempt from the provisions of this Section.

SECTION 16. EASEMENTS RESERVED WITH RESPECT TO LOTS. Utility easements are as shown on the recorded plat of the properties, except that if any plat fails to establish easements for such purpose, a five (5) foot wide easement along all side lot lines, a ten (10) foot wide easement along all rear lot lines for lots that abut another lot along such rear line, and a five (5) foot wide easement along all front lot lines for lots that abut neighboring properties that are not part of The Settlement of Maple Park are hereby reserved for and granted to public utility companies to service owners of all lots and their

successors and/or assigns in the instant subdivision.

SECTION 17. COMPLETION OF CONSTRUCTION. The construction of any dwelling shall be substantially completed within one (1) year from commencement of construction, except that such period, with the Design Review Committee's approval, may be extended for a reasonable time by reason of acts of God, labor disputes or other matters beyond the Owner's control.

SECTION 18. NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS. No owner shall erect, construct, maintain, permit or allow any principal or accessory structure, fence, dam, barrier, or other improvements or obstructions of any kind which would interrupt normal drainage on any private or public property or any portion of any public right-of-way or within any area designated on the Plat of Subdivision or other recorded document as a "drainage easement". In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Declarant for the benefit of the property.

**ARTICLE V
EXEMPTION OF DECLARANT FROM RESTRICTIONS**

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and the sub-contractors, or parties designated by it in connection with the construction, completion or sale of the lots, or the property.

**ARTICLE VI
HOMEOWNERS ASSOCIATION**

Section 1. The Declarant shall form a Homeowners Association which shall have the right to enforce the terms and conditions of these covenants. The purpose of said Association shall be to cooperate with the Declarant, to assist with enforcing the high standards established for property in the Settlement of Maple Park Subdivision under the covenants, and to insure the provision of certain services and facilities to common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of the Settlement of Maple Park. Notwithstanding anything herein to the contrary, Declarant shall maintain control of the Association and its Board of Directors until 100% of all lots are sold and occupied, unless otherwise agreed to by Declarant.

Section 2. The Homeowners Association shall have such powers as may be reasonably required to implement the purposes set forth in these covenants, including the right to levy a reasonable annual assessment formally against each lot owner, and to enforce same pursuant to Article VII, Section 2. An initial capital reserve of (\$150.00) one hundred and fifty dollars shall be collected from each lot owner.

Section 3. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the Association whether or not said owner voted in favor of the formation of the Association.

Section 4. The Homeowners Association shall allow any lot owners of future units of The Settlement of Maple Park to join said Homeowners Association. The said lot owners shall be treated on the same basis as those lot owners in Unit I with respect to all Association matters.

Section 5. The Homeowners Association shall also comply in all respects with the provisions of the Kane County Stormwater Management Ordinance, and in particular, shall provide for the upkeep and maintenance of any and all portions of the stormwater drainage system contained in Exhibit "A," including Parcel 1 and Parcel 3 depicted on the Final Plat. The Homeowners Association also agrees that in the event the Village of Maple Park reasonably determines that the Association is not fulfilling its obligations under this Section 5, the Association shall, on demand from the Village, convey Parcels 1 and 3 to the Village. The Village shall then maintain the stormwater facilities, open areas, and park utilizing Special Service Area Number 3.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the owners of any land 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 with the Kane County Recorder, after which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of the majority of the lots within the subject property, has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken except changes made by the Declarant which shall be made and recorded thirty (30) days in advance of the effective date of such change.

SECTION 2. ENFORCEMENT. Enforcement of these covenants and restrictions and/or any provisions contained in this Declaration or in the Design Guidelines shall be by a proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines. Such action may be to restrain or enjoin such violation, or to recover damages, or may be against the land to enforce any lien created by these covenants and restrictions. Should the Declarant employ legal counsel to enforce any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines, or to prosecute the violation or the attempt to violate any Covenant or Restriction, and/or any provision contained in this Declaration or in the Design Guidelines, then all costs incurred by Declarant by reason of such enforcement or prosecution, including reasonable attorneys' fees and expenses, shall be recoverable against and shall be paid by the person or entity against whom such enforcement or prosecution is brought. Declarant shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Declarant or the owners of any land subject to this Declaration, in exercising any right, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue to nor shall any action be brought or maintained by anyone against the Declarant for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines, or for imposing any Covenant or Restriction and/or any provision contained in this Declaration or in the Design Guidelines which may be unenforceable by the Declarant.

SECTION 3. NOTICES. Any notice sent or required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or lot owner on the records of the Declarant at the time of the mailing. Any notice sent or required to be sent to the Declarant under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the Declarant.

SECTION 4. MODIFICATION. By recorded supplemental declaration, the Declarant may, in its sole discretion, modify any of the provisions of this Declaration for a period of twenty (20) years from the date hereof, provided that the Declarant shall not substantially alter the intent of this Declaration or any succeeding supplemental declaration.

SECTION 5. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions and/or any provision contained in this Declaration or in the Design Guidelines by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Patrick M. Griffin
GRIFFIN, HOSKINS & BRIZUELA
40W320 LaFox Road, Suite E
St. Charles, IL 60175
(Ph) 630-584-6327
(Fax) 630-584-6403

Return To:
Kennedy Homes
c/o Carrie Hart
14 Executive Ct.
So. Barrington, IL 60010

PK 35

EXHIBIT "A" - LEGAL DESCRIPTION

That part of the northwest fractional quarter and part of the northeast quarter of said Section 31, Township 40 North, Range 6 East of the Third Principal Meridian, bounded and described as follows: Commencing at the southwest corner of the northwest fractional quarter of said Section 31; thence north 89 degrees 28 minutes 31 seconds east along the south line of said northwest fractional quarter, a distance of 1,672.21 feet to the point of beginning of the hereinafter described tract of land; thence north 00 degrees 31 minutes 29 seconds west 50.00 feet to the center line of an existing drainage ditch; thence north 52 degrees 19 minutes 28 seconds west along said center line, a distance of 317.47 feet (322.49 feet deeded); thence 47 degrees 54 minutes 29 seconds west along said center line, a distance of 515.97 feet; thence north 53 degrees 12 minutes 11 seconds west, a distance of 251.35 feet; thence north 57 degrees 56 minutes 06 seconds west along said center line, a distance of 79.73 feet to the southeasterly corner of Lot 14 of Patterson's Addition to the Village of Maple Park, according to the plat thereof recorded in Book 72 of Plats, at Page 7 as per Instrument No. 1371456 in the Recorder's Office of Kane County, Illinois; thence north 48 degrees 25 minutes 21 seconds east along the southeasterly line of said Lot 14, a distance of 159.13 feet; thence north 15 degrees 09 minutes 32 seconds east along the boundary line of said subdivision, a distance of 82.99 feet to the southwest corner of Lot 15 of said Subdivision; thence north 89 degrees 27 minutes 24 seconds east along the southerly line of said Subdivision, a distance of 807.93 feet to the southeast corner of Lot 21 of said Subdivision, said point also being on the west line of the southwest quarter of the northeast quarter of said Section 31; thence north 89 degrees 39 minutes 22 seconds east along the southerly line of said Subdivision, a distance of 520.00 feet to the southeast corner of said Subdivision; thence south 00 degrees 06 minutes 09 seconds east on the southerly extension of the easterly line of said Subdivision, a distance of 974.07 feet to the south line of the northeast quarter of said Section 31; thence south 89 degrees 28 minutes 31 seconds west along said south line, a distance of 519.89 feet to the southeast corner of the northwest fractional quarter of said Section 31; thence south 89 degrees 28 minutes 31 seconds west along the south line of said northwest fractional quarter, a distance of 47.05 feet to the point of beginning, in the Village of Maple Park and the Township of Virgil, Kane County, Illinois, containing 23.668 acres, more or less.

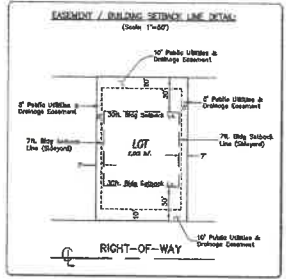
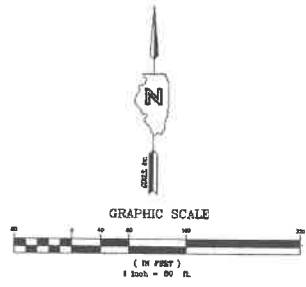
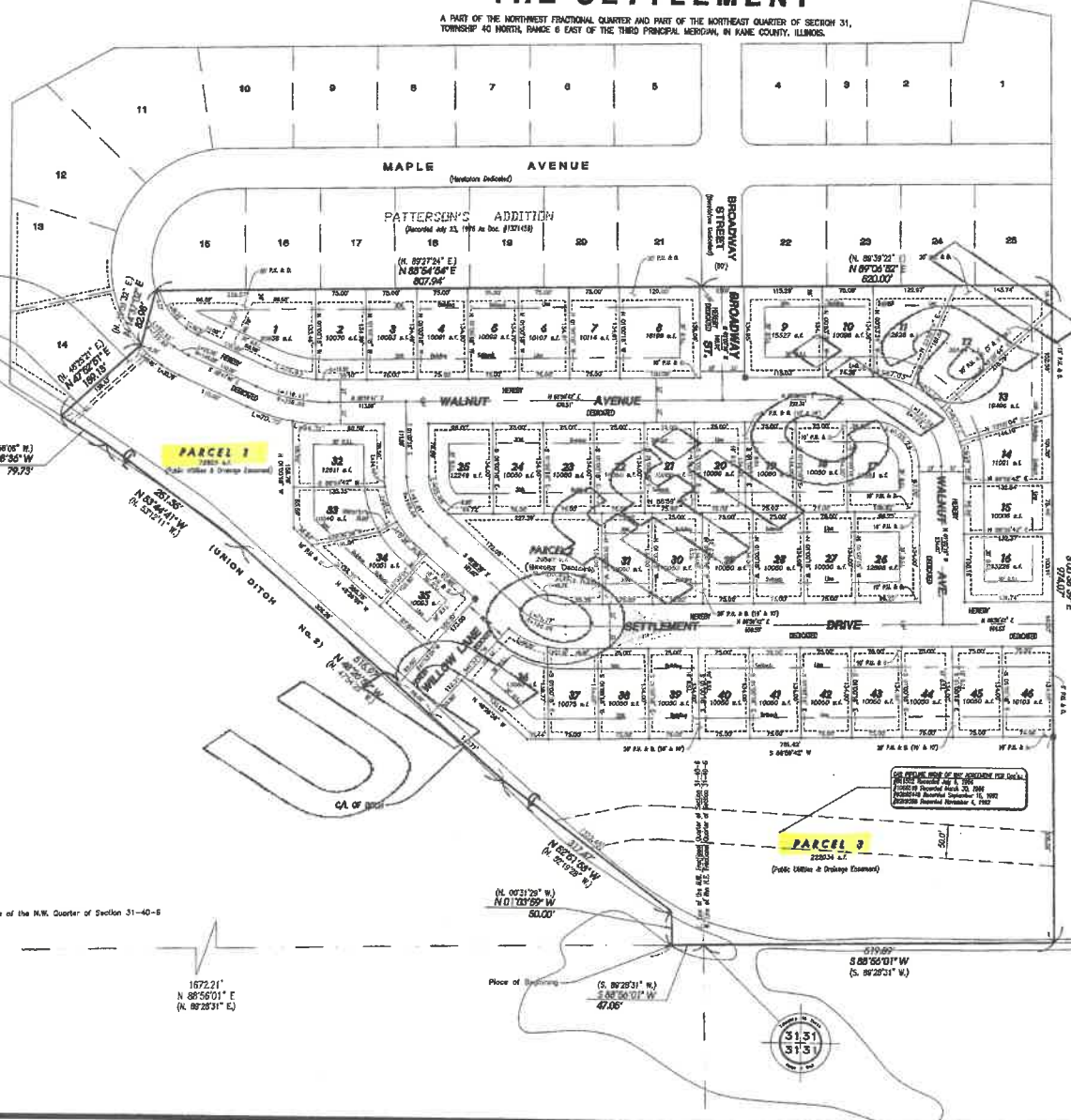
Final Plat - of - THE SETTLEMENT

A PART OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 40 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANE COUNTY, ILLINOIS.

2004K090965
DAVE KRISCH
2516 SOUTH TOLSON ROAD
EAST DORSET, IL 60120
630/251-8281 630/251-8282
630/251-8283 630/251-8284
FAX: 630/251-8285

GLEN D. KRISCH
LAND SURVEYOR, INC.
1716 South Tully Road • Lombard, IL 60148
SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

- Surveyor's Notes:**
- "M" = Concrete Monument Set
 - Values Unless Noted, 1/4"=12"
 - Iron Pipe Set At All Corners.
 - Angle Points And Public of Course.
 - E.S.P. = Eased Iron Pipe
 - "P.U. & D." = Public Utility & Driveway Easement
 - "B.S.L." = Building Setback Line
 - All distances shown along curved lines are true arc distances.
 - (XXXX) = Record or Plat Date
 - Existing Easements Shown Hereon. Plat Survey Prepared By Thomson Surveying Ltd. - Project #5735A
- BUILDING SETBACK LINES:**
- Front Yard = 20.0'
 - Rear Yard = 20.0'
 - Side Yard = 7.5' (Except as Noted)
 - Setback lines contain 23,687 Area



| No. | Date | Description |
|-----|----------|-------------------------|
| 1 | 07/20/04 | Final Boundary & Subdiv |
| 2 | 08/20/04 | REVISION: CORRECTING |
| 3 | 08/20/04 | REVISION: CORRECTING |
| 4 | 08/20/04 | REVISION: CORRECTING |
| 5 | 08/20/04 | REVISION: CORRECTING |
| 6 | 08/20/04 | REVISION: CORRECTING |
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| 42 | 08/20/04 | REVISION: CORRECTING |
| 43 | 08/20/04 | REVISION: CORRECTING |
| 44 | 08/20/04 | REVISION: CORRECTING |
| 45 | 08/20/04 | REVISION: CORRECTING |
| 46 | 08/20/04 | REVISION: CORRECTING |



SHEET 1 of 2



PREPARED FOR:

RETURN TO:
PARKER M. GRIPPIN
GRIPPIN, HERRING & BERTHELLA
404320 LANSBURY SUITE E
ST. CHARLES, IL 60153
P.M.

| The Settlement Homeowners Association Budget (07/01/2022 to 06/30/2023) | | | |
|--|----------------------|----------------------|---------------------------------------|
| | Budget | Actuals | Comments |
| Association Dues | | | |
| 46 lots @ \$275.00 a year | \$ 12,650.00 | \$ 5,225.00 | (19) Paid - (27) Delinquent |
| Pond Insurance Policies | \$ (3,238.00) | \$ (3,238.00) | |
| Lawn care around ponds - (\$475 Per Service) | \$ (4,750.00) | \$ (4,750.00) | |
| Pond Maintenance | \$ (2,000.00) | \$ - | |
| State Licensing | \$ (40.00) | \$ (40.00) | |
| Bank Fees | \$ (60.00) | \$ (60.00) | Paper Statement Fees |
| Office supplies | \$ (200.00) | \$ - | |
| Property Taxes - Ponds | \$ (20.00) | \$ - | |
| Legal Fees | \$ (1,000.00) | \$ - | |
| Escrow - Pond Maintenance | \$ (2,745.00) | \$ - | Insufficient Funds for Escrow Account |
| Total | \$ (1,403.00) | \$ (2,863.00) | |

| Association Bank Account Balance | | |
|---|----------|-------------|
| Old Second Account - As of | 7/1/2022 | 7/1/2023 |
| | 2658.75 | \$ 2,220.75 |
| <i>The Association must maintain an escrow account to address issues with the three ponds. Without these funds, the association would be subject to a special assessment to cover these cost.</i> | | |

BEFORE THE PLANNING & ZONING COMMISSION OF
THE VILLAGE OF MAPLE PARK, ILLINOIS
JANUARY 24, 2024

FINDINGS OF FACT AND RECOMMENDATION

This matter came before the Planning & Zoning Commission of Maple Park, at a Public Hearing on January 24, 2024 at 7:00 p.m., for public hearing regarding certain proposed amendments to the Maple Park Village Code in Title 11 “Zoning Regulations.” Additional provisions in Title 10 “Building and Development Regulations,” and Title 7 “Motor Vehicles and Traffic,” were also presented and discussed.

Publication of a notice for zoning text amendments as required by Section 11-11-3.A. of the Maple Park Village Code occurred in the Daily Chronicle on January 6, 2024.

Julie Little, Maple Park, was the only member of the public to speak at the public hearing. She expressed her concerns regarding the content of several of the proposed amendments and requested that the Village not move “backward” in downgrading regulations in the Village or otherwise loosening standards. She commented regarding the historical background of certain regulations which she felt were an important part of the Village’s enforcement of standards.

1) Proposed amendments to Section 11-2-3 were considered regarding sheds.

a. Regarding subparagraph A, the following proposed amendment was suggested:

Garden/household storage sheds/buildings and buildings/structures customarily incidental to agricultural pursuits provided ~~such sheds/buildings shall have siding of the same style, materials, and color as the residence, unless the facade of the residence is primarily brick, in which case, the shed/building siding shall be the same style, materials, and color as the eaves of the residence:~~

Commissioner Rebone moved, seconded by Commissioner Foster, to forward this proposed modification to 11-2-3.A to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis, Lunardon

NAY: None

ABSENT: None

ABSTAIN: None

b. Regarding subparagraph B, the following proposed amendment was suggested (in red):

B. Location. No part of an accessory building shall be located closer than five feet to the side lot line along a required side yard. When a rear yard is required, no part of an accessory building shall be located closer than five feet to the rear lot line or to those portions of the side lot lines abutting such required rear yard, except where there is an accessory building with doors opening onto an alley such building shall not be located closer than ten feet to the rear lot line.

In a residential district, no detached accessory building shall be closer than ~~ten~~ **three** feet to the principal building nor shall it be located closer to the front lot line than the distance the principal building is located to the front lot line and in no instance should it be located within a required front yard setback. No structure is permitted to be located in any required easement.

Commissioner Rebone moved, seconded by Commissioner Lunardon, to forward this proposed modification to 11-2-3.A to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis, Lunardon

NAY: None

ABSENT: None

ABSTAIN: None

2) Proposed amendments to Chapters 10 and 11 regarding pools were considered:

First, modifications to the Village's currently adopted building code and residential code set forth in Sections 10-1A-1 and 10-1F-1 which would modify the exemption from work permitting requirements from 24" to 48" were suggested as follows:

Section 105.2 of the 2006 Edition of the International Building Code, relating to work exempt from permit, swimming pools (Paragraph 7) shall be amended as follows:

7. Prefabricated swimming pools accessory to residential districts that are less than ~~24-inches (610 mm)~~ **48 inches (1220 mm)** deep, and are installed entirely above ground.

Section R105.2 of the 2006 Edition of the International Residential Code for One and Two Family Dwellings relating to work exempt from permit, swimming pools (Paragraph 5) shall be amended as follows:

5. Prefabricated swimming pools that have a maximum water depth of ~~24 inches (610 mm)~~ **48 inches (1220 mm)**.

Second, alteration of the reference to "licensed electrician" in Section 11-2-4 was suggested with the replacement phrase being identified as "qualified provider."

Commissioner Kubis moved, seconded by Commissioner Lunardon, to forward these proposed modifications to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis, Lunardon

NAY: None

ABSENT: None

ABSTAIN: None

3) Proposed amendments to several sections of the Maple Park Village Code regarding approved surfaces and trailer parking were suggested, as follows:

a. That the definition of the word "Surface" in subparagraph A of Section 7-4-3 be amended as follows:

Surface:

Approved surface includes:

1. Concrete—four inches minimum of concrete over a four-inch compacted gravel base.
2. Asphalt—two inches minimum over six-inch compacted base.
3. Paving bricks, cobblestone, or bricks designed for motor vehicle traffic, installed in accordance with manufacturer's installation instructions for the expected load.
4. Stone, crushed stone, or gravel.

Non-approved surface includes ~~stone, crushed stone, gravel, or any other stone product~~, tar and chip, mulch or any other such loose material.

With special use permit means when parking surface is over 2,000 square feet, property owner may use semi-permeable pavers designed for motor vehicle traffic. Property owner must submit manufacturer's installation instructions, as well as drainage plans. Property owner must further obtain a special use permit in accordance with section 11-11-8 of this Code.

Commissioner Rebone moved, seconded by Commissioner Kubis, to forward this proposed modification to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis

NAY: Lunardon

ABSENT: None

ABSTAIN: None

b. That subsection f of Section 11-2-3 be amended as follows:

F. *Prohibited accessory buildings.* The requirements of subsection F.1 of this section, do not apply to trailers, recreational vehicles, or other similar vehicles, parked on a permitted sales lot:

1. Not more than one trailer, recreational vehicle, or other similar vehicle shall be parked on any one lot.
2. No trailer, recreational vehicle, or other similar vehicle shall be used as a dwelling.
3. No trailer, recreational vehicle, or other similar vehicle shall be used as an office or for any other commercial purpose except for approved construction offices.
4. No trailer, recreational vehicle, or other similar vehicle shall be used for the storing of personal or business related materials.
5. The parking of a trailer, recreational vehicle, or similar vehicle is allowed. The parking area must be paved or improved with an approved surface.

6. The parking of a trailer, recreational vehicle, or similar vehicle, shall comply with the yard requirements for accessory buildings of the district in which it is located. No vehicle shall be parked or stored in a manner that inhibits or impedes travel on public streets and sidewalks.

Commissioner Rebone moved, seconded by Commissioner Mathews, to forward this proposed modification to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis

NAY: Lunardon

ABSENT: None

ABSTAIN: None

c. That Section 11-9-3.A.3.c be modified as follows:

c. Recreational vehicles and trailers may only be parked or stored upon an approved surface as identified herein.

(1) Terms.

(A) Approved surface. Approved surfaces include:

- (i) Concrete—four inches minimum of concrete over a four-inch compacted gravel base.
- (ii) Asphalt—two inches minimum over six-inch compacted base.
- (iii) Paving bricks, cobblestone, or bricks designed for motor vehicle traffic, installed in accordance with manufacturer's installation instructions for the expected load.

(iv) Stone, crushed stone, and gravel.

(B) Non-approved surfaces. Non-approved surfaces include: ~~stone, crushed stone, gravel, or any other stone product~~, tar and chip, mulch or any other such loose material.

(2) With special use permit. When parking surface is over 2,000 square feet, property owner may use semi-permeable pavers designed for motor vehicle traffic. Property owner must submit manufacturer's installation instructions, as well as drainage plans. Property owner must further obtain a special use permit in accordance with section 11-11-8 of this title.

Commissioner Rebone moved, seconded by Commissioner Foster, to forward these proposed modifications to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis

NAY: Lunardon

ABSENT: None

ABSTAIN: None

d. That Section 11-9-3.A.3.g be modified as follows:

g. No recreational vehicles or trailers ~~exceeding 30 feet in length may be parked in a driveway and no recreational vehicle or trailer~~ may impede traffic on the sidewalk, ~~street or parkway~~.

Commissioner Rebone moved, seconded by Commissioner Kubis, to forward this proposed modification to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews, Kubis
NAY: Lunardon
ABSENT: None
ABSTAIN: None

e. That Section 11-9-3.A.3.d be deleted in its entirety as follows”

- d. ~~Parking of recreational vehicles or trailers for the purpose of loading and unloading shall be permitted in the front driveway. Any recreational vehicle or trailer shall not be parked for more than seven consecutive days in a driveway in any zoning district.~~ (this section now omitted)

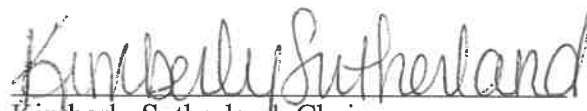
Commissioner Rebone moved, seconded by Commissioner Foster, to forward this proposed modification to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Rebone, Foster, Mathews
NAY: Lunardon, Kubis
ABSENT: None
ABSTAIN: None

The above accurately summarizes the recommendations for zoning text amendments and additional consideration of amendment of the Maple Park Village Code regarding sheds, pools, and approved surfaces/trailer parking in the wake of the PZC’s public hearing taking place on January 24, 2024.

Dated: 2/2/2024

Respectfully submitted,


Kimberly Sutherland, Chairwoman
Maple Park Planning & Zoning Commission

BEFORE THE PLANNING & ZONING COMMISSION OF
THE VILLAGE OF MAPLE PARK, ILLINOIS
MARCH 6, 2024

FINDINGS OF FACT AND RECOMMENDATION

This matter came before the Planning & Zoning Commission of Maple Park, at a Public Hearing on March 6, 2024 at 7:00 p.m., for public hearing regarding certain proposed amendments to the Maple Park Village Code in Title 11 "Zoning Regulations."

Publication of a notice for zoning text amendments as required by Section 11-11-3.A. of the Maple Park Village Code occurred in the Daily Chronicle on February 14, 2024.

No members of the public spoke at the public hearing.

1) Proposed amendments to Section 11-2-3 were considered regarding parking.

a. Regarding subparagraph F, item 1, the Planning & Zoning Commission recommended leaving the code as it currently reads:

- 1. Not more than one trailer, recreational vehicle, or other similar vehicle shall be parked on any one lot.**

Commissioner Lunardon moved, seconded by Commissioner Foster, to forward this recommendation regarding 11-2-3.F1 to the Board of Trustees. Motion approved as follows:

AYE: Sutherland, Foster, Kubis, Lunardon, and Mathews

NAY: None

ABSENT: Rebone

ABSTAIN: None

The above accurately summarizes the recommendations for zoning text amendments and additional consideration of amendment of the Maple Park Village Code regarding parking in the wake of the PZC's public hearing taking place on March 6, 2024.

Dated: 3/8/2024

Respectfully submitted,


Kimberly Sutherland, Chairwoman
Maple Park Planning & Zoning Commission