

**P.I.N.s:**

01-15-101-044 (part of)

01-15-101-048-0000

01-15-101-049-0000

**ADDRESSES:**

4111 Tower Ct., Naperville, IL 60564 [Lot 1]

4243 Tower Ct., Naperville, IL 60564 [Lot 2]

4231 Tower Ct., Naperville, IL 60564 [Lot 3]

4119 Tower Ct., Naperville, IL 60564 [Outlot A]

*THIS INSTRUMENT PREPARED  
BY AND SHOULD BE  
RETURNED TO:  
Rosanova & Whitaker, Ltd.  
445 Jackson Ave., Ste. 200  
Naperville, Illinois 60540*

ABOVE SPACE FOR RECORDER'S USE ONLY

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE  
SOUTH FORTY LOTS ASSOCIATION**

This Declaration of Covenants, Conditions, Restrictions of Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision (the "**Declaration**") is entered into on the date set forth below and is made by and among LTF Real Estate, Inc., a Minnesota corporation ("**LTF**"), registered to transact business in the State of Illinois with its principal offices located at 2902 Corporate Place, Chanhassen, MN 55317, Tower Court Naperville, LLC, a Wisconsin limited liability company ("**TCN**"), registered to transact business in the State of Illinois with its principal offices located at 200 North Main Street, Oregon, WI 53575, the City of Naperville, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois (the "**City**"), and the South Forty Lots Association, an Illinois not for profit corporation (the "**Association**"). Each of LTF, TCN, and the City may individually be referred to as the "**Owner**" and collectively, as the "**Owners.**" The City is also referenced herein separately from its capacity as an Owner.

RECITALS

WHEREAS, LTF is the record owner of the real property as depicted as Lot 1 on the Final Plat of Naperville – South Forty Lots 4, 5, 6 and 7 Resubdivision recorded as document number \_\_\_\_\_ with the Will County Recorder on \_\_\_\_\_, 2025, attached hereto as Exhibit A (the “**Plat**”) and legally described on Exhibit B; and;

WHEREAS, LTF intends to operate an athletic resort on Lot 1;

WHEREAS, City is the record owner of the real property depicted as Lot 2 on the Plat and as legally described on Exhibit B;

WHEREAS, City may sell and/or lease Lot 2 wherein the future owner or lessee thereof may construct, own and operate a business, the use of which shall be as permitted by the City subject to the Declaration of Use Restrictions and Right of First Refusal dated \_\_\_\_\_, 2025;

WHEREAS, TCN is the record owner of the real property depicted as Lot 3 on the Plat and as legally described on Exhibit B;

WHEREAS, TCN intends to construct a multi-family residential housing development on Lot 3.

WHEREAS, each of Lots 1-3 may individually be referred to as a “Lot” and collectively as the “Lots”;

WHEREAS, Outlot A, as depicted as Outlot A on the Plat and as legally described on Exhibit B is owned by the Association;

WHEREAS, Outlot A and the Lots shall be collectively referred to herein as the “**Property**”;

WHEREAS, Outlot A is designed to accommodate stormwater detention and runoff in sufficient capacity to serve the entire Property;

WHEREAS, the Association, as defined herein, shall be responsible for administering and maintaining Outlot A and the stormwater improvements, and certain other shared improvements to be constructed on Outlot A.

WHEREAS, the Owners by this Declaration intend to provide for the efficient operation of the Stormwater Management System which serves the Property and to protect the respective values of each Lot by providing for, covenants, and restrictions which will be binding upon the Property.

WHEREAS, this Declaration has been approved by the Owners, and the Owners have taken all actions required to be taken prior to the execution of this Declaration in order to make this Declaration binding upon such current and future owners of any Lot according to its terms.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

**ARTICLE I**  
**DEFINITIONS**

1. **Definitions.** The following terms used in this Declaration shall have the meanings set forth below.
  - 1.1 **Access Road.** The Access Road shall mean the private access roadway constructed within the limits of the Cross Access Easement on the Property as depicted on the Plat as Plat is defined herein.
  - 1.2 **Affiliate.** Affiliate shall mean an entity that is directly or indirectly owned, operated, or controlled by an Owner.
  - 1.3 **Association.** Association shall mean South Forty Lots Association, an Illinois not for profit corporation.
  - 1.4 **Budget.** Budget shall mean the annual budget described in Section 5.2 hereof.
  - 1.5 **Business Day.** Business Day shall mean any day other than Saturday, Sunday, a Federal holiday, a holiday recognized by the State of Illinois, or any day on which the banks in Illinois are required or permitted to be closed.
  - 1.6 **Capital Reserves.** Capital Reserves shall mean a line-item Budget fund reserved for extraordinary expenditure reasonably anticipated by the Association in connection with the obligations related to Outlot A.
  - 1.7 **City Engineer.** City Engineer means the City Engineer of the City of Naperville.
  - 1.8 **Common Expenses.** Common Expenses shall mean all costs and expenses (plus Interest and Costs, if any) actually incurred and expended by the Association related to the ordinary, necessary, and reasonable costs of the operation, use, maintenance, repair, and replacement of Outlot A, including without limitation, premiums for insurance policies maintained by the Association hereunder; the cost of general and special real estate taxes levied or assessed against Outlot A (if any); the cost of Utilities necessary to service Outlot A and any other expenses designated as by the Association as Common Expenses hereunder.
  - 1.9 **Cross-Access Easement.** The Cross-Access Easement shall mean the Non-Exclusive Easement over the Property as depicted on the Plat for access on, over and through the Access Road constructed on Lot 1, Lot 2, Lot 3, and Outlot A.
  - 1.10 **Declaration.** This Declaration of Covenants, Conditions, and Restrictions of the South Forty Lots Association, shall be recorded with the Will County Recorder. This Declaration shall include any amendments, revisions, and supplements to said Declaration which are approved and executed by the Owners and the City, which shall also be recorded with the Will County Recorder.

1.11 **Emergency**. Emergency shall mean a situation imminently likely to cause bodily injury to person or substantial physical damage. The duration of an Emergency shall be deemed to include the time reasonably necessary to remedy the Emergency or until such Emergency is, in fact, remediated.

1.12 **Facilities**. Facilities shall mean all mechanical systems and equipment including, without limitation, all utility trunk lines, intake and exhaust systems, elements, conduits, duct work, fixtures, lines, machines, meters, outlets, pipes, and detection or distribution systems as may be necessary to provide Utilities.

1.13 **Interest and Costs**. Interest and Costs shall mean (a) the lesser of (i) interest at a rate of eight percent (8%) per annum, or (ii) the maximum rate of interest permitted by law per annum ("**Interest**"), and (b) all costs and expenses incurred in connection with any action, proceedings, or self-help in connection with the exercise of the rights and remedies provided under this Declaration, including, without limitation, court costs, attorneys' fees and all other fees, expenses and damages incurred in connection therewith.

1.14 **Laws**. Laws shall mean all laws, statutes, ordinances, codes, rules, regulations, and orders, now or hereafter promulgated, or amended, by any federal, state, City, and county government and quasi-governmental agencies, and all departments, commissions, boards, bureaus and officers thereof having jurisdiction over the Property.

1.15 **Lot**. Lot shall mean each separately, Lot 1, Lot 2, Lot 3, together with such easements, rights, privileges, servitudes, and appurtenances belonging to such Lot, including all rights, title in and to the streets, alleys, parking spaces, traffic direction signs.

1.16 **Lot 1**. Lot 1 shall mean the parcel of real property legally described on Exhibit B together with the improvements constructed or to be constructed thereon, and all easements, rights, privileges, servitudes, and appurtenances belonging to such Lot, including all rights, title in and to the streets, alleys, parking spaces, traffic direction signs.

1.17 **Lot 2**. Lot 2 shall mean the parcel of real property legally described on Exhibit B together with the improvements constructed or to be constructed thereon, and all easements, rights, privileges, servitudes, and appurtenances belonging to such Lot, including all rights, title in and to the streets, alleys, parking spaces, traffic direction signs.

1.18 **Lot 3**. Lot 3 shall mean the parcel of real property legally described on Exhibit B together with the improvements constructed or to be constructed thereon, and all easements, rights, privileges, servitudes, and appurtenances belonging to such Lot, including all rights, title in and to the streets, alleys, parking spaces, traffic direction signs.

1.19 **Managing Agent**. Managing Agent shall have the meaning set forth in Section 4.5 hereof.

1.20 **Non-Exclusive Easement.** A Non-Exclusive Easement shall mean the permanent, legal non-possessory right by the holder of the easement and its Occupants and Permittees to use the property owned by another.

1.21 **Occupant.** An Occupant shall mean any Person who has a possessory interest in any Lot under an ownership right or lease. Except as expressly permitted in Section 1.25 of this Declaration relative to an “LTF Affiliate” as set forth therein, an Occupant shall not be considered an Owner for purposes of voting and no benefits, rights, privileges, claims, actions or remedies to any such Permittee as a third-party beneficiary is created hereby.

1.22 **Owner.** Owner shall mean the record owner of each Lot, their assigns, or their successors-in-interest who own a Lot as shown by the official records of the Will County Recorder as of the date of the exercise of powers or rights or the performance by the Owners of the obligations created by this Declaration; provided that if LTF or its Affiliates (“**LTF Affiliate**”) is the lessee under a lease for Lot 1, and notice has been provided by LTF to the other Owners, such LTF Affiliate will be considered the Owner of Lot 1 for purposes of this Declaration.

1.23 **Outlot A.** Outlot A shall mean the parcel of real property owned by the Association and legally described on **Exhibit B** together with the improvements constructed or to be constructed thereon, and all easements, rights, privileges, servitudes, and appurtenances belonging to Outlot A including the Non-Exclusive Easements depicted on the Plat for the Utility Easement and for the Stormwater Management Easement.

1.24 **Permittees.** Permittees shall mean, to the extent and for the purposes permitted herein, Persons entitled at the invitation of any Owner or Occupants to use or access the Property or any easement granted herein.

1.25 **Person.** Person shall mean an individual, partnership, association, corporation, limited liability company, trust, land trust, governmental authority, and any other form of business or not-for-profit organization, or one or more of them.

1.26 **Plat.** Plat shall mean the Final Plat of Naperville – South Forty Lots 4, 5, 6 and 7 Resubdivision recorded as document number \_\_\_\_\_ on \_\_\_\_\_ with the Will County Recorder attached hereto as **Exhibit A** which Plat created Lots 1 through 3 and Outlot A.

1.27 **Pro Rata Share.** Each Owner’s proportionate share of the costs and expenses of the Association as set forth in Section 4.1 hereof.

1.28 **Property.** The Property shall mean Outlot A, Lot 1, Lot 2, and Lot 3 as depicted on the Plat; and any fractional part of the Property that may be created from time to time as permitted hereunder by subsequent plat of subdivision.

1.29 **Stormwater Management Easement.** The Stormwater Management Easement shall mean the Non-Exclusive Easement as depicted on the Plat for the collection, storage, and distribution of stormwater from the Property.

1.30 **Stormwater Management Plan.** The Stormwater Management Plan shall mean that plan prepared by \_\_\_\_\_ and dated \_\_\_\_\_ submitted to the City Engineer with the final engineering for Outlot A which received the written approval of the City Engineer. Said Stormwater Management Plan may be modified upon request of a majority of the Board of Directors of the Association subject to the written approval of the City Engineer.

1.31 **Stormwater Management System.** The Stormwater Management System shall mean the improvements comprised of a stormwater detention basin, stormwater pump station, and associated overflow on Outlot A and on a portion of Lot 2 that serve the Property which shall be constructed in accordance with the plans and specifications of the Stormwater Management Plan.

1.32 **Utility (or Utilities).** Utility or Utilities shall mean water, electricity, sewer, gas, telecommunications services, or other services, facilities, appurtenances, connections, structures, or materials commonly known as Utilities.

1.33 **Utility Easement.** The Utility Easement shall mean the Non-Exclusive Easement in, to, over, under, along and across those portions of the Property as is necessary for the installation, operation, flow, passage, use, maintenance, connection, relocation, and removal of improvements as are required for the provision of Utilities to serve Outlot A or the Property.

1.34 **Will County Recorder.** The Will County Recorder shall mean the Will County Recorder's Office, the County of Will, Joliet, Illinois.

## **ARTICLE II** **PROPERTY; TERM**

2.1 **Property Subject to Declaration.** The Property shall be subject to the provisions of this Declaration. The Property is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration. The covenants, conditions, and restrictions created herein shall run with the land and bind every Owner or and any Occupant having any fee, leasehold, license, or other interest in the Property. Any Occupant shall automatically be deemed, by acceptance of a possessory interest in any Lot (including without limitation any leasehold interest), to be bound by all the provisions of this Declaration. In the event of any conflict between the terms and conditions of this Declaration and a lease, the terms and conditions of this Declaration shall control.

2.2 **Term.** The covenants, conditions, and restrictions contained in this Declaration shall be enforceable by any Owner, and its successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded; after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of any Owner, except

as may be required by Laws and as provided below, for successive periods of ten (10) years, subject to amendment as set forth in Section 11.3 below.

**ARTICLE III**  
**USE AND MAINTENANCE**

3.1 **Maintenance by Owners and Occupants.** Each Owner (or Occupant) shall be responsible for the continual and perpetual operation, maintenance, repair and replacement of their Lot and the improvements located thereon, including the Access Road constructed on their Lot. Each Owner agrees that any work to be undertaken on their Lot or any improvement for which an Owner is responsible for constructing, maintaining, repairing or replacing shall be performed so as not to unreasonably interfere with and to minimize disruptions of access to and the Stormwater Management Easement or the Cross Access Easement.

3.2 **Maintenance of Outlot A.** The Association shall be responsible for the operation, use, maintenance, repair, and replacement of Outlot A, including without limitation the Stormwater Management System and the Access Road over Outlot A as follows:

3.2.1 **Stormwater Management System.** The Stormwater Management System shall be maintained, repaired and replaced as necessary for the continued effective operation of the Stormwater Management System in a manner capable of maintaining the System's hydraulic performance characteristics and in accordance with the Stormwater Management Plan submitted to the City as may be modified from time to time with the written consent of the Owners and the City. Any work sought to be performed by or on behalf of the Association on Lot 2 of the Property on which overflow occurs as set forth in the definition of Stormwater Management System herein, or on Outlot A which shall result in a significant increase in the overflow occurring on Lot 2, shall be performed only after receipt by the Association of the written consent of the Owner of Lot 2.

The Association shall: (i) oversee and fulfill the duties, responsibilities, and obligations of the Stormwater Management Plan; (ii) prepare an annual financial report for the Stormwater Management System specifying the annual operating, maintenance, and monitoring costs for the Stormwater Management System as well as the total funds in the reserve account for the Stormwater Management System; and (iii) have an annual inspection prepared in conjunction with the annual financial report referenced above, which describes the condition of the components of the Stormwater Management System in detail and which includes recommendations for maintenance and repairs and a certification that the condition of the Stormwater Management System is such that it will continue to operate as intended and in compliance with the Stormwater Management Plan. The annual financial report and the annual inspection report shall be provided on or before January 30<sup>th</sup> of each year to the City Engineer for the City. If the annual financial and inspection reports are not prepared and submitted to the City Engineer in a timely manner, and after the expiration of thirty (30) days written notice to the Association, the City will have the right, but not the obligation to have such reports prepared and charge the Association therefor, and to record a lien against one or more Lots which comprise the Property which are not owned by the City for the costs of such

reports and for any work performed by the City plus an additional ten percent (10%) and any reasonable attorney's fees and costs, including the costs of in-house counsel, connected with the collection of such costs, plus Interest.

The City shall also have the right, but not the obligation, to enter upon Outlot A to perform maintenance, repair, construction, or reconstruction necessary to restore or maintain all or some portion of the Stormwater Management System so that it performs as intended. Prior to performing such work, the City shall give written notice to the Association that maintenance or reconstruction of all or some portion of the Stormwater Management System is needed. If such work is not performed by the Association within forty-five (45) days of issuance of said notice, or any extension agreed to in writing by the City Engineer, the City may, if it elects to, undertake performance of all or any part of such work as it deems necessary and appropriate to allow for the efficient operation of the Shared Stormwater Management System. The City shall be entitled to record a lien against those Lots of the Property not owned by the City for the costs of the work performed by the City plus an additional ten percent (10%) and any reasonable attorney's fees and costs, including the costs of in-house counsel, connected with the collection of such costs plus Interest.

3.2.2 Access Road on Outlot A. The Access Road on Outlot A shall be maintained, repaired and replaced as necessary to keep the Access Road thereon in good order and repair and improved with a continuous impervious material (such as concrete or asphalt) of sufficient bearing strength so as to accommodate emergency vehicles and pedestrian and vehicular use, and shall not permit obstructions thereon. Maintenance shall be deemed to include, but not limited to, repair of potholes and cracks and keeping the surface of the Access Road free of snow and ice.

If the Access Road on Outlot A is not maintained, the City shall have the right, but not the obligation, to perform the necessary work to maintain the Access Road on Outlot A and shall be entitled to reimbursement for costs and expenses incurred including any costs of collection. The City shall be entitled to record a lien against those Lots of the Property not owned by the City for the costs of the work performed by the City plus an additional ten percent (10%) and any reasonable attorney's fees and costs, including the costs of in-house counsel, connected with the collection of such costs plus Interest.

3.3 **Standards for Maintenance.** All maintenance and repair activities permitted herein shall (i) be performed in a good and workmanlike manner, in accordance with good construction practices, and in compliance with all applicable Laws; (ii) not cause any unreasonable interference with work use of the Property by each respective Owner and its Occupants; and (iii) not cause the Association, the Owners or their Occupants to be in violation of any Law applicable to its Lot or portion thereof or improvements constructed thereon.

**ARTICLE IV**  
**THE ASSOCIATION**

4.1 **In General.** The Owners have caused the Association to be organized as an Illinois not for profit corporation under the laws of the State of Illinois. The Association shall be the governing body for the administration, operation, use, maintenance, repair, and replacement of Outlot A and the improvements constructed thereon.

4.2 **Membership.** Each Owner shall be a member (“**Member**”) of the Association. Each Owner shall have one vote on matters submitted to the Owners for each Lot owned by said Owner. All matters involving: the Budget; Assessments; Special Assessments; fines; and any changes to the Stormwater Management Plan (which changes shall also be subject to approval by the City Engineer), shall be subject to a vote of the Members. A vote of a majority of the Owners shall be required in order for a matter to be approved.

4.2.1 **Change of Ownership.** The Association shall be given written notice of any change of ownership within ten (10) business days after such change. If more than one Person is an Owner, such Owner shall designate the applicable member to act on behalf of the Owner. So long as the designation remains in effect, the designated Person shall be deemed the Member with voting rights.

4.3 **Board of Directors.** The management of the Company shall be vested in the Board of Directors (the “**Board**” where used collectively and “**Director**” where used individually). The Board shall consist of three (3) directors and each Owner shall appoint one (1) Director for each Lot owned by such Owner and subject to this Declaration. The Board shall have all of the powers and duties granted to it or imposed upon it by this Declaration, the Bylaws and the Illinois General Not-For-Profit Act. Except where the vote of the Owners is expressly provided for under this Declaration or the Illinois General Not-For-Profit Act, the Board shall be responsible for management and operation of Outlot A and the administration of the responsibilities set forth in this Declaration; provided the Board shall have the authority to select a Managing Agent for the administration of the duties. Each Director shall hold office until their successor shall have been selected and qualified by the Owner responsible for the initial appointment of such Director. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, the Directors present shall adjourn the meeting and a new meeting date shall be scheduled and all Directors notified thereof. Except as otherwise expressly provided herein, any action may be taken upon the affirmative vote of not less than a majority of Directors. Directors shall receive no compensation from the Association for serving as a Director.

4.4 **Board Liability.** The Directors and any committee Member or officer or Managing Agent of the Association appointed by the Directors shall not be personally liable to the Association, the Owners, the Occupants or any Permittee for liability for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Director,

Member, or Managing Agent may make, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence, or actual fraud.

Upon consent of the majority of the Directors, the Association shall defend, indemnify and hold harmless the Directors, committee Members, or officers, and their members, shareholders, officers, employees, heirs, executors, or administrators, against all contractual and other liabilities to the Association, or others arising out of contracts made by or other acts of the Director, the committee Members, or the officers on behalf of the Association or arising out of their status as a Director, committee Members, or officers. In no event shall any Director, member, or officer be liable for any indirect, consequential, special, or punitive damages, loss of revenue, loss of customers, claims of customers or tenants, loss of good will or loss of profits or margins arising in any manner from the non-performance or breach of the covenants, promises, or provisions contained herein unless such breach is found by a court to constitute criminal conduct, gross negligence, or intentional misrepresentations constituting fraudulent claims.

4.5 **Managing Agent.** A Person may be engaged by the Association to act as the managing agent (“**Managing Agent**”) for the Association, and as Managing Agent shall be paid a reasonable fee for their services as fixed by a written agreement between the Association and such Person. Any management agreement entered into by the Association requires the unanimous consent of the Members, will have a term of not more than two (2) years, and shall be terminable for any reason by the Association without payment of a termination fee with ninety (90) days’ written notice.

4.6 **Representation.** Except as provided in Section 4.4 above, subject to approval by a majority vote of the Owners for each claim or action, the Association shall have the power and right to represent the interests of the Owners in connection with claims and disputes affecting Outlot A.

4.7 **Dissolution.** To the extent permissible under applicable law, in the event of the dissolution of the Association, Outlot A and the Stormwater Management System located on Outlot A shall be conveyed to the Owners as tenants in common.

**ARTICLE V**  
**COST ALLOCATION OF MAINTENANCE**

5.1 **Pro Rata Share.** Each Owner shall pay its Pro Rata Share of Common Expenses and Capital Reserves as set forth below:

	<b>Pro Rata Share</b>
Owner of Lot 1	60%
Owner of Lot 2	21%
Owner of Lot 3	19%

Where certain expenses are determined not to be Common Expenses as set forth in Section 1.10 hereof, the Owner of the Lot which primarily benefits by said expenses shall be solely

liable therefor and shall make payment therefor as provided herein.

5.2 **Assessments.** Subject to approval of the Owners by majority vote of the Owners, the Association shall determine an operating budget (“**Budget**”) by October 1<sup>st</sup> of each calendar year which sets forth the reasonable estimates of the Common Expenses and Capital Reserves for the following calendar year for the operation, use, maintenance, repair, and replacement of Outlot A and the Stormwater Management System. Each Owner shall be responsible for the payment of its Pro Rata Share (the “**Assessment**”). Each Owner shall pay its Assessment within forty-five (45) days of receipt of the Budget. Each subsequent year, not later than thirty (30) days prior to the expiration of the then current calendar year, the Board of Directors shall provide the Owners with a proposed Budget for the next calendar year and the estimated monthly Assessment for such year (“**Notice of Assessment**”); provided however, that if a Budget for any calendar year is not completed prior to January 1<sup>st</sup>, the Owners shall pay the monthly Assessment for the preceding year until such time as the new Budget is completed and a Notice of Assessment is sent to the Owners. If the Association has any excess Assessments, said excess shall be credited to the next payment of Assessments due by the Owner in accordance with each Owner’s Pro Rata Share. Likewise, any shortfall to the last calendar year Budget shall be accounted for in the creation of the following year’s Budget.

Subject to the approval of the Owners by the majority vote of all Owners, may also levy a special Assessment (“**Special Assessment**”) to cover an unanticipated deficit under the prior year’s Budget. Any Special Assessment shall be levied against the Owners in proportion to their Pro Rata Share. Every Budget, Assessment, and Special Assessment shall be substantiated by data that demonstrates the basis for the amount thereof, demonstrates that the purpose of the Special Assessment is for Common Expenses, and shall be subject to approval by a majority vote of all Owners.

Any Owner may request, and shall be provided within fourteen (14) calendar days of said request, a written update of the most recent Annual Financial Report as provided for in 3.2.1 hereof.

5.2.1 **Audit or Contest.** If an Owner seeks clarification of a Budget, an Assessment, or a Special Assessment, the Association shall promptly provide such clarification to all of the Owners with data that clearly demonstrates the basis for the amount of said Budget, Assessment, or Special Assessment. If thereafter an Owner seeks an audit of any Budget, Assessment, or Special Assessment, such Owner’s Pro Rata Share shall be paid under protest and an audit performed by a Person on behalf of the Owner seeking the audit. If the audit discloses an error in the determination of the costs or in the allocation thereof, an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by the contesting Owner unless the audit reveals a cost savings to said Owner in an amount of at least 8%, in which case the Association shall reimburse the Owner for the actual costs of the audit.

5.2.2 **Capital Reserve.** The Association shall segregate and maintain a reserve account to be used solely for making capital expenditures (“**Capital Reserve**”) in connection with the operation, maintenance, repair, and replacement of Outlot A and the improvements constructed thereon. The Board of Directors of the Association shall annually determine

the appropriate level of the Capital Reserve based on the annual finance report and the annual inspection. If the Board Of Directors determine that the Capital Reserve is insufficient for reasons that require payments in excess of available funds on hand in the near term, upon the approval of a majority of the Owners, the Board of Directors shall have the right and power to either levy a Special Assessment in accordance with this Declaration, or to borrow funds to pay the expenditure and repay the borrowed funds out of future Assessments.

**5.3 Effect of Non-Payment of an Assessment or Special Assessment.** If any Assessment or Special Assessment is not paid within forty-five (45) days of receipt, the Assessment or Special Assessment shall accrue Interest provided that in the event an Owner has made a request to perform an audit or is otherwise contesting any such amount in good faith, the penalty herein shall be tolled until such time as the audit has been complied or the matter settled. In addition to or in conjunction with the remedies set forth herein, and except as to the City, the Association may record a lien against said Owner's Lot with the Will County Recorder. If the defaulting Owner cures the default, and pays all amounts secured by the lien created pursuant hereto, the Association shall record a release of said lien with the Will County Recorder within thirty days thereof. In addition the Association may levy a fine against an Owner or may bring an action at law or in equity in the name of the Association against such Owner.

**5.4 Non-Escape from Obligation.** The obligation to pay Assessments is a covenant that shall run with the Property and be a charge against and a continuing lien upon the Property. The obligation to pay Assessments is also a personal liability of each Owner and therefore inescapable for any reason or by undertaking or performing the maintenance and other responsibilities of the Association. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken, for the inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Association, or otherwise taken to comply with any Laws.

**5.5 Damage Caused by Owner or its Permittees.** In addition to the remedies set forth in Section 5.2 and Section 5.3, if any damages are caused to Outlot A and/or the improvements constructed thereon by an Owner or its Occupants or Permittees, the Owner of the Lot responsible for such damage shall pay for such damage and be solely responsible for the cost thereof.

## **ARTICE VI** **DEFAULT**

**6.1 Default.** In the event of a violation or breach by an Owner or an Occupant of the provisions, covenants or restrictions of this Declaration or the Bylaws of the Association, where such violation or breach may be cured or abated by affirmative action, then the Association, upon not less than thirty (30) business days' prior written notice to said breaching Owner, shall have the right to enter upon that Lot where the violation or breach exists to remove or rectify the violation or breach provided however in the event of an Emergency access to Outlot A the Association shall have the right to enter upon the Lot where the

Emergency exists to remediate the Emergency (to the extent the Emergency affects the use of the Cross Access Easement over Outlot A).

6.2 **Remedies.** In addition to or in conjunction with the remedies set forth above, upon the approval of the majority of the Board the Association may levy a fine, or may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines), or to recover damages, and against the Lot to enforce any lien created hereunder. Failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. All Costs and Expenses incurred by the Association in connection with any action, proceedings, or self-help in connection with the exercise of its or their rights and remedies under this Article, as shall be charged to and assessed against the defaulting Owner. Failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

6.3 **Remedies of The Owner.** Any Owner may bring an action at law or in equity to either restrain any violation, require performance thereof, or to recover sums due or payable including fines, or to recover damages against an Owner for violations or breaches of this Declaration by an Owner or its Occupants; provided however that in the event of Emergency, an Owner shall have the right to enter upon the Lot where the Emergency exists to remediate the Emergency. To the extent permitted by law, each Owner agrees to defend, indemnify and hold the other Owners and the Association harmless from and against any and all losses, costs, damages or expenses caused by an Owner, its Occupants use of a Non-Exclusive Easement on another Owner's Lot and/or any act or omission which impedes the Association's obligation hereunder or the Owner's use of a Non-Exclusive Easement. In no event shall any Owner be liable for any indirect, consequential, special, or punitive damages, loss of revenue, loss of customers, claims of customers or tenants, loss of good will or loss of profits or margins arising in any manner from the non-performance or breach of the covenants, promises, or provisions contained herein.

## **ARTICLE VII** **DAMAGE OR DESTRUCTION** **BY FIRE OR OTHER CASUALTY**

7.1 **Casualty.** In the event of any destruction of the Stormwater Management System or the Access Road on Outlot A, the Association will promptly give written notice thereof to the Owners setting forth in detail the nature of such destruction and the anticipated costs to remedy it. In the event of such casualty, the Association, whether or not the insurance proceeds made available in connection therewith are sufficient for such purpose, and in accordance with the provisions of this Declaration, shall repair and restore the portion of the Stormwater Management System or Access Road, respectively, so damaged with due diligence as nearly as reasonably possible to its condition and aesthetic appeal immediately prior to such damage. Subject to approval by a majority vote of the Owners, if necessary to cover the cost, the Association may levy a Special Assessment or borrow money to cover the unpaid costs of the repair and restoration, to be reimbursed via Assessments or Special Assessments. All repairs undertaken pursuant to this Article shall be performed in accordance

with standards set forth in Section 3.3 of this Declaration.

**ARTICLE VIII**  
**TAXES**

8.1 **Taxes.** The Association shall pay when due all real estate taxes and assessments (if any) which may be levied, assessed, or charged by any public authority against Outlot A, the Stormwater Management System, the Access Road or any other part thereof. In the event the Association shall deem any real estate tax or assessment (including the rate thereof or the assessed valuation of the property) to be excessive or illegal, the Association shall have the right to contest the same by appropriate proceedings upon a majority vote of the Owners to do so. Each Owner shall, at its sole cost and expense, pay when due all real estate taxes and assessments which may be levied, assessed, or charged by any public authority against such Owner's Lot, the improvements constructed thereon or any part thereof. An Owner shall have the right to contest any tax by appropriate proceedings.

**ARTICLE IX**  
**ALTERATIONS**

9.1 **Alterations.** Any material change, addition, alteration, improvement, or modification to the Stormwater Management Facility or the Access Road on Outlot A shall require the consent of two-thirds of the Owners.

**ARTICLE X**  
**INSURANCE**

10.1 **Insurance of Respective Properties.** The Association shall procure and maintain for Outlot A the following insurance to be issued by a company authorized to transact business in the State of Illinois and with an AM Best rating of "A" or higher:

10.1.1 **Property Insurance.** Property insurance for no less than "all risk" or "special form" coverage and broad form perils on personal property for an amount not less than 100% of the full insurance replacement cost of the improvements constructed on Outlot A. Such insurance shall include coverage for loss by virtue of business interruption.

10.1.2 **General Liability.** Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury, personal property or property damage, with an additional \$5,000,000 umbrella coverage.

10.1.3 **Workers Compensation Insurance.** Workers compensation insurance with limits as required by the Labor code of the State of Illinois and employer's liability insurance with limits of not less than \$500,000 per occurrence at all times during which the insured retains employees.

10.1.4 **Builder's Risk Insurance.** Prior to commencing any construction activities on Outlot A, the Association shall maintain builder's risk insurance to the full insurable value thereof, including the interests of any contractors, subcontractors and sub-

subcontractors engaged in the performance of any portion of the construction, and insuring against the perils of fire and extended coverage and including “all-risk” insurance for physical loss or damage (including, without duplication of coverage, theft, vandalism and malicious mischief).

10.1.5 Additional Insured. Each Owner shall be named as an additional insured on the Association’s insurance policies and shall be provided with an additional insured endorsement. The Owners, in each case, for itself releases the other Owners from and, to the extent legally possible for it to do so on behalf of its insurer, hereby waives any liability for any loss or damage to Outlot A and the improvements constructed thereon, which loss or damage is of the type covered typically by the insurance carried by the Association.

10.1.6 Other Required Insurance Provisions. To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by the Owners or Occupants
- (2) Contain cross-liability coverage as provided under standard ISO Forms’ separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation; and
- (4) Provide that any Excess or Umbrella liability coverage will not require contribution before it will apply.

## **ARTICLE XI** **GENERAL PROVISIONS**

11.1 **Cooperation.** In fulfilling obligations and exercising rights under this Declaration, the Owners shall cooperate with each other to promote the efficient operation and harmonious relationship between the Owners and Occupants.

11.2 **Headings.** The headings of Articles and Sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

11.3 **Amendments.** Except as otherwise provided herein, this Declaration may be amended or terminated only by an instrument signed by the unanimous vote of the Owners. Any amendment to or termination of this Declaration shall be recorded with the Will County Recorder.

11.4 **Runs with the Land.** Except as otherwise specifically expressed to the contrary herein, the covenants, restrictions, and conditions herein shall run with the land and shall inure to the benefit of and be binding upon the Lot and the Owners. In the event a Lot is further divided into one or more legal lots, each such separate legal lots shall thereafter be a “Lot”, and the

owners of such legal lot shall be deemed an Owner. Upon conveyance of a Lot, any monies owed to the Association which accrued prior to the conveyance shall become the joint and several responsibilities of the Owner that incurred such costs and the new Owner.

11.5 **Governing Law and Venue.** This Declaration shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Illinois, including but not limited to matters affecting title to all real property described in this Declaration. Venue for any action arising out of the terms or conditions of this Declaration shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, Will County, Illinois.

11.6 **Successors/Assigns.** This Declaration shall be binding upon and inure to the benefit of each Owner and each Owner's successors, assigns, heirs, and transferees.

11.7 **Third-Party Beneficiary.** This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary under any statutes, Laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

11.8 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for the general public, or for any public use or purpose whatsoever.

11.9 **No Waiver of Fees.** Nothing herein shall be construed as a waiver of any permit or other fees required under any applicable Laws, including but not limited to City of Naperville.

11.10 **No Termination for Breach.** Notwithstanding any contrary promises, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration or easement granted herein.

11.11 **Incorporation.** Each provision of the Recitals to this Declaration and each Exhibit attached hereto or referenced herein, is hereby fully incorporated in this Declaration and is an integral part hereof.

11.12 **No Waiver.** Unless expressly provided otherwise herein, no Party shall be deemed by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then, only to the extent specifically set forth in writing. Unless expressly provided, a waiver with reference to one event shall not be construed as continuing or as a waiver of any right or remedy as to a subsequent event.

11.13 **Notices.** All notices ("Notices") provided for herein shall be in writing and shall be delivered in person or with a national overnight courier service, or mailed as certified or registered matter, postage prepaid, return receipt requested addressed as set forth below:

Lot 1 Owner:

---

Email:

Lot 2 Owner:

---

Email:

Lot 3 Owner:

---

Email

Association:

---

Email:

City:

---

Email:

With a copy to:

---

Email:

All notices shall be deemed given when delivered personally or on the next business day after being deposited with a nationally recognized overnight delivery service, or by certified mail, return receipt requested, postage prepaid. Notices may also be sent by electronic mail transmission provided a copy is also sent by regular mail or by a nationally recognized overnight delivery service. Electronic mail notice shall be deemed received on the day it is sent provided transmission occurs between 8:30 a.m. and 5:00 p.m. central standard time. A Party may designate a different address for Notice from time to time, provided that not less than ten (10) days' prior written Notice of such change of address has been given. If the record ownership of a Lot or portion thereof changes, and the

succeeding owner fails to give written notice of change of address as set forth above, then notice may be sent to any one of the following: (i) to the last owner of record or (ii) to the address shown on the last recorded conveyance of that Lot or portion of the Lot.

11.14 **Cumulative Remedies**. The rights and remedies in this Declaration are cumulative and not intended to be exclusive of any other remedies to which an Owner or the City may be entitled at law or in equity or by statute.

11.15 **Severability**. Should any provision of this Declaration be declared or be determined by any court to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this Declaration shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Declaration. Furthermore, in place of each such illegal, invalid, or unenforceable provision, automatically as a part of this Declaration a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.16 **Constructive Notice and Acceptance**. Every person now or hereafter owning or acquiring any rights, title or interest in or to any Lot, included any Occupant, is and shall be conclusively deemed to have consented and agreed to every obligation, covenant, condition, and restriction contained herein, by reference or otherwise, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such right, title or interest.

11.17 **Counterpart Signature**. This Declaration may be executed in any number of counterparts, each of which shall be deemed to be original and all of which, when taken together, shall constitute one and the same agreement.

**LIST OF EXHIBITS:**

**Exhibit A** - Plat

**Exhibit B** – Legal Descriptions of Lot 1, Lot 2, Lot 3 and Outlot A

**Exhibit C** - Bylaws

{Signatures appear on next page}





Dated: \_\_\_\_\_

Tower Court Naperville, LLC, an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS    )

) SS

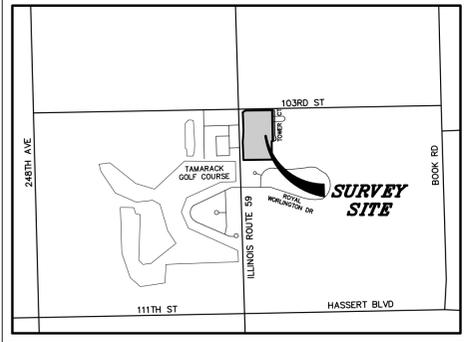
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_, an \_\_\_\_\_ (the "Company"), appeared before me this day in person and acknowledged that he/she signed, sealed and delivers said instrument as his/her free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_, 2025.

\_\_\_\_\_  
(Notary Public)

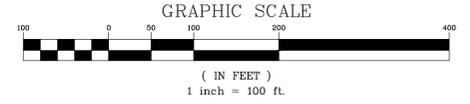
**EXHIBIT A**  
**PLAT**



**LOCATION MAP**  
NOT TO SCALE

# FINAL PLAT OF NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



**EXISTING PIN'S**

- 07-01-15-101-045-0000 (LOT 4)
- 07-01-15-101-046-0000 (LOT 5)
- 07-01-15-101-044-0000 (LOT 6)
- 07-01-15-101-047-0000 (LOT 7)

**EXISTING PROPERTY AREA**

- LOT 4 87,120 SQUARE FEET (2.000 ACRES)
- LOT 5 50,000 SQUARE FEET (1.148 ACRES)
- LOT 6 829,475 SQUARE FEET (19.042 ACRES)
- LOT 7 54,094 SQUARE FEET (1.242 ACRES)
- TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)

**SUBMITTED BY/RETURN TO:**

NAPERVILLE CITY CLERK  
400 S. EAGLE STREET  
NAPERVILLE, IL 60540

**SURVEY PREPARED FOR**

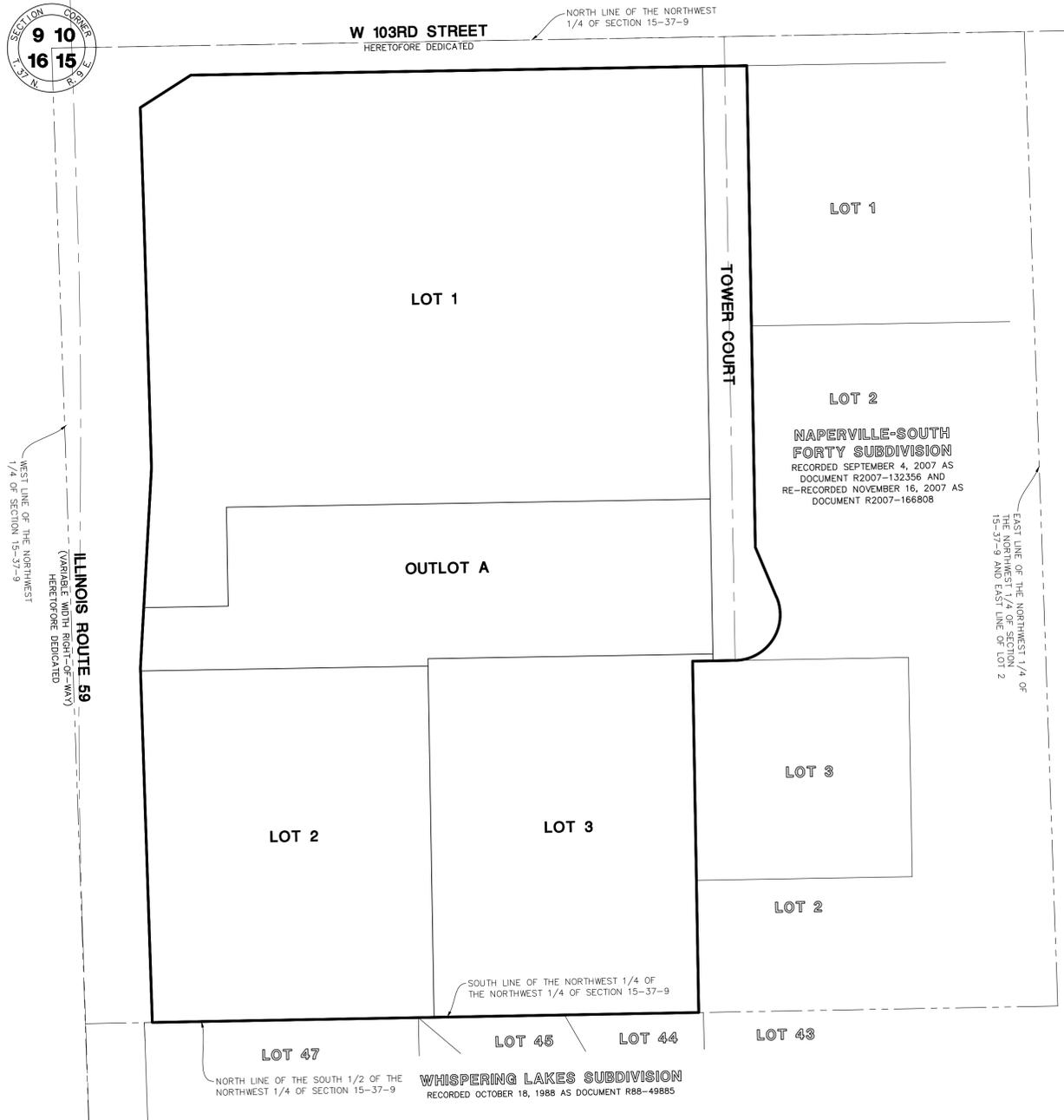
LTF REAL ESTATE COMPANY, INC.  
2902 CORPORATE PLACE  
CHANHASSEN, MN 55317

**ADDRESSES**

- LOT 1 - 4111 TOWER COURT, NAPERVILLE, IL 60564
- LOT 3 - 4231 TOWER COURT, NAPERVILLE, IL 60564

**PROPOSED PROPERTY AREA**

- LOT 1 459,585 SQUARE FEET (10.551 ACRES)
- LOT 2 184,195 SQUARE FEET (4.229 ACRES)
- LOT 3 174,859 SQUARE FEET (4.014 ACRES)
- OUTLOT A 150,758 SQUARE FEET (3.461 ACRES)
- RIGHT-OF-WAY DEDICATION 51,291 SQUARE FEET (1.177 ACRES)
- TOTAL AREA=1,020,688 SQUARE FEET (23.432 ACRES)



**SURVEYOR'S NOTES**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.
2. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
3. AS PART OF THE DEVELOPMENT THERE ARE EASEMENTS THAT ARE TO BE VACATED VIA SEPARATE DOCUMENT. SAID EASEMENTS HAVE BEEN NOTED ON SHEETS 3, HOWEVER, SAID EASEMENTS HAVE NOT BEEN SHOWN ON SHEET 2. DOCUMENT THAT HAVE NOT BEEN SHOWN HEREON.
4. THIS SUBDIVISION PLAT SHALL BE SUBJECT TO DECLARATION(S) RECORDED AS SEPARATE DOCUMENT(S).
5. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184903350, EXPIRES APRIL 30, 2025.

**SHEET INDEX**

SHEET 1:	OVERALL SITE DETAILS, PROPERTY AREA AND SURVEYORS NOTES
SHEET 2:	PROPOSED LOT AND EASEMENT DETAILS
SHEET 3:	EXISTING LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES AND EASEMENT PROVISIONS

SHEET <b>1</b> OF <b>4</b> LTF.NVL01	PROJ. MGR.: FF	<b>NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION</b>  <b>NAPERVILLE, ILLINOIS</b>  <b>FINAL PLAT</b>
	PROJ. ASSOC.: JDB	
	DRAWN BY: LSM DATE: 07/08/24 SCALE: 1"=100'	

One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph847.834.5850 fx847.834.0085 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
03/25/25	REVISED PER CITY COMMENTS	RC
03/20/25	REVISED PER CLIENT AND CITY COMMENTS	RC
02/28/25	REVISED PER CITY COMMENTS	AAS
01/24/25	REVISED PER CITY COMMENTS	AAS
12/23/24	REVISED PER CITY COMMENTS	AAS
11/26/24	REVISED PER CITY COMMENTS	AAS
11/22/24	REVISED PER CLIENT COMMENTS	AAS
09/24/24	REVISED PER CITY COMMENTS	LSM
09/11/24	REVISED PER CITY COMMENTS	LSM

**ABBREVIATIONS**

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

**LEGEND**

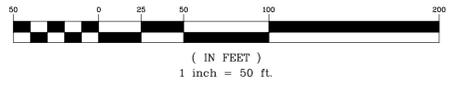
- = EX. PROPERTY LINE
- - - = EX. SECTION LINE
- · - · = EX. EASEMENT LINE
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION
- (0.00) = RECORD DIMENSION

**FINAL PLAT**

**OF  
NAPERVILLE - SOUTH FORTY LOTS  
4, 5, 6 AND 7 RESUBDIVISION**

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

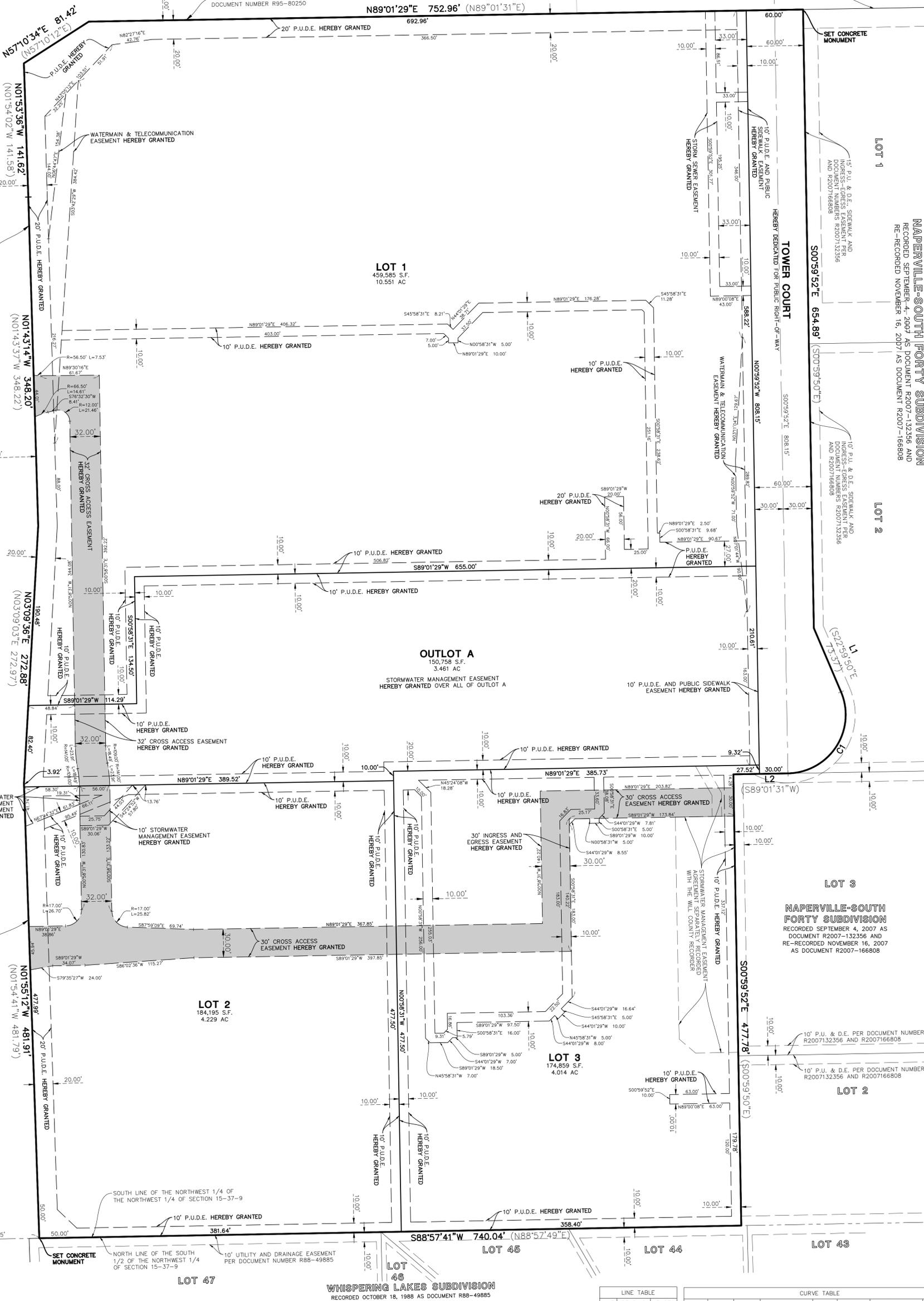
**GRAPHIC SCALE**



**W 103RD STREET**  
(90' WIDE RIGHT-OF-WAY)  
HERETOFORE DEDICATED

NORTH LINE OF THE NORTHWEST  
1/4 OF SECTION 15-37-9

HERETOFORE DEDICATED PER DOCUMENT  
NUMBERS R2007132356 AND R2007166808



**ILLINOIS ROUTE 59**  
(VARIABLE WIDTH RIGHT-OF-WAY)  
HERETOFORE DEDICATED

**NAPERVILLE-SOUTH FORTY SUBDIVISION**  
RECORDED SEPTEMBER 4, 2007 AS DOCUMENT R2007-132356 AND  
RE-RECORDED NOVEMBER 16, 2007 AS DOCUMENT R2007-166808

**LOT 3**  
**NAPERVILLE-SOUTH FORTY SUBDIVISION**  
RECORDED SEPTEMBER 4, 2007 AS  
DOCUMENT R2007-132356 AND  
RE-RECORDED NOVEMBER 16, 2007  
AS DOCUMENT R2007-166808

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S23°00'02"E	73.35'
L2	S89°01'29"W	57.52'

**CURVE TABLE**

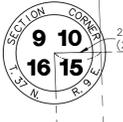
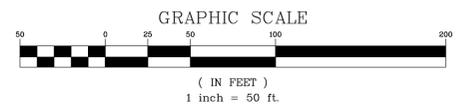
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	LENGTH (RECORD)	CHORD BEARING (RECORD)	CHORD (RECORD)
C1	62.00'	121.21'	S32°59'46"W	102.81'	121.20'	S33°00'05"W	102.80'

# FINAL PLAT OF NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

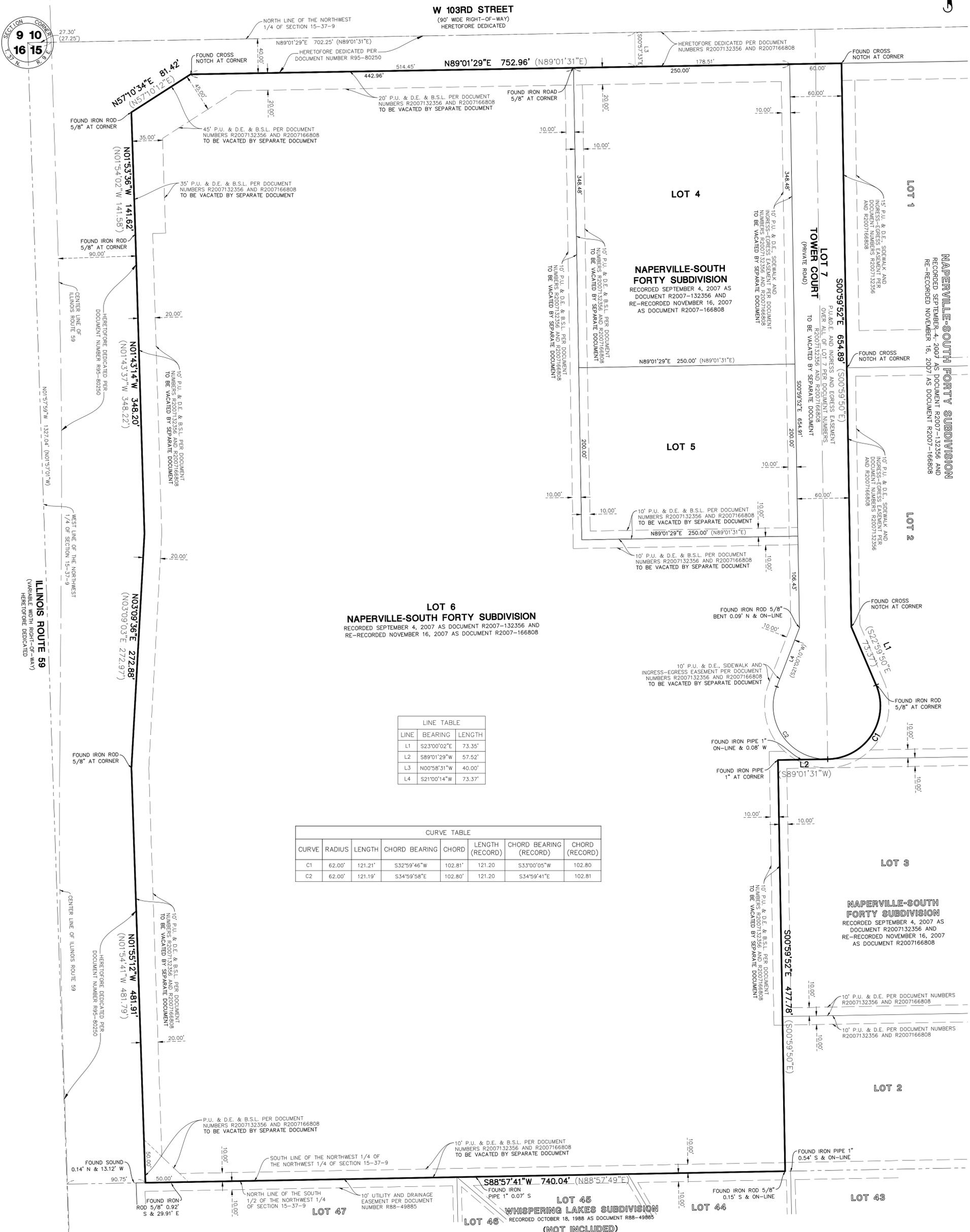
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,  
TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

### ABBREVIATIONS

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT  
B.S.L. = BUILDING SETBACK LINE



**W 103RD STREET**  
(90' WIDE RIGHT-OF-WAY)  
HERETOFORE DEDICATED



LINE	BEARING	LENGTH
L1	S23°00'02"E	73.35'
L2	S89°01'29"W	57.52'
L3	N00°58'31"W	40.00'
L4	S21°00'14"W	73.37'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	LENGTH (RECORD)	CHORD BEARING (RECORD)	CHORD (RECORD)
C1	62.00'	121.21'	S32°59'46"W	102.81'	121.20	S33°00'05"W	102.80
C2	62.00'	121.19'	S34°59'58"E	102.80'	121.20	S34°59'41"E	102.81

SHEET  
**3 OF 4**

LTF.NVLO1

**NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION**

**NAPERVILLE, ILLINOIS**

**FINAL PLAT**

One Overlook Point, Suite 200, Lincolnshire, IL 60069 ph: 630.783.5850 fax: 630.783.0085 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
03/25/25	REVISED PER CITY COMMENTS	RC
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11/26/24	REVISED PER CITY COMMENTS	AAS
11/22/24	REVISED PER CLIENT COMMENTS	AAS
09/24/24	REVISED PER CITY COMMENTS	LSM
09/11/24	REVISED PER CITY COMMENTS	LSM

FINAL PLAT

NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION

EXISTING PIN'S

- 07-01-15-101-045-0000 (LOT 4)
07-01-15-101-046-0000 (LOT 5)
07-01-15-101-044-0000 (LOT 6)
07-01-15-101-047-0000 (LOT 7)

SUBMITTED BY/RETURN TO:

NAPERVILLE CITY CLERK
P.O. BOX 3020
400 S. EAGLE STREET
NAPERVILLE, IL 60540

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PUBLIC UTILITIES & DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS (-CITY-) AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING, BUT NOT LIMITED TO BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, COMCAST CABLE COMPANY, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR "P.U.D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSIONS AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PRIVATE WALKS, PRIVATE DRIVE AISLES, ACCESSORY STRUCTURES, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE OPERATION OF MUNICIPAL SERVICES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF REPAIRING, EXAMINING, INSPECTING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

STORMWATER MANAGEMENT EASEMENT

A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT IS HEREBY RESERVED OVER, UNDER, UPON, THROUGH, AND ACROSS THE PORTIONS OF THE PROPERTY MARKED AND IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" OR "S.M.E." ON THIS PLAT. THE PURPOSE OF THE EASEMENT IS TO PROVIDE AND MAINTAIN COMMON STORMWATER IMPROVEMENTS COMPRISED OF A STORMWATER DETENTION BASIN LOCATED ON OUTLOT A AND AN ASSOCIATED OVERFLOW ROUTE THAT PARTIALLY ACROSS LOT 2. THE OWNERS OF LOTS 1, 2, AND 3, SHALL BE OBLIGATED FOR THE OPERATION, MAINTENANCE, REPAIR, AND RECONSTRUCTION OF SAID COMMON STORMWATER IMPROVEMENTS, PROVIDED THAT SAID OWNERS MAY ELECT TO FORM AN ASSOCIATION FOR THE PURPOSE OF PERFORMING SAID OBLIGATIONS. THE COMMON STORMWATER IMPROVEMENTS SHALL BE OPERATED AND MAINTAINED SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS, AND AS SET FORTH IN FINAL ENGINEERING APPROVED BY THE CITY ENGINEER.

NEITHER AN OWNER, NOR AN ASSOCIATION OF THE OWNERS, NOR ANY OF THEIR AGENTS OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES OF THE PROPERTY LOCATED IN THE STORMWATER MANAGEMENT EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE STORMWATER MANAGEMENT EASEMENT.

PERPETUAL NON-EXCLUSIVE PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR "S.M.E." ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:

- 1. SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON OUTLOT A.
2. ENTERING ONTO OUTLOT A OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
3. CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, REPAIRING OR ANY OTHER MATERIALS ON OUTLOT A WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.

NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED IN THE STORMWATER MANAGEMENT EASEMENT, BUT THE STORMWATER MANAGEMENT EASEMENT MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE INTENDED OPERATION OF THE COMMON STORMWATER IMPROVEMENTS OR IMPEDE THE STORAGE OR FREE FLOW OF STORMWATER.

IF THE COMMON STORMWATER IMPROVEMENTS ARE NOT MAINTAINED AS REQUIRED, THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE STORMWATER MANAGEMENT EASEMENT SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM THE WORK NECESSARY TO MAINTAIN THE COMMON STORMWATER IMPROVEMENTS. THE OWNERS THE LOTS HEREBY CREATED, THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING PERFORMED WORK IN ACCORDANCE WITH THIS STORMWATER MANAGEMENT EASEMENT, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND ANY COSTS OF COLLECTION.

THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY.

PUBLIC SIDEWALK EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR PUBLIC SIDEWALK IS HEREBY RESERVED OVER AND ACROSS THE PORTIONS OF PROPERTY MARKED AND IDENTIFIED AS "PUBLIC SIDEWALK EASEMENT" ON THIS PLAT. THE PURPOSE OF SAID EASEMENT IS TO PROVIDE AND MAINTAIN PUBLIC SIDEWALKS. THE CITY OF NAPERVILLE, ILLINOIS (-CITY-) AND TO ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARE GRANTED THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO ENTER UPON THE PUBLIC SIDEWALK EASEMENT, EITHER BY VEHICLE OR ON FOOT TO SURVEY, CONSTRUCT, RECONSTRUCT, TEST, REPAIR, INSPECT, MAINTAIN, RENEW, OPERATE, AND PATROL ITS PUBLIC SIDEWALK SYSTEMS.

NO PERMANENT STRUCTURES OR BUILDINGS SHALL BE CONSTRUCTED IN THE PUBLIC SIDEWALK EASEMENT. THE EASEMENT PREMISES MAY BE USED FOR OTHER PURPOSES (I.E. UTILITIES) THAT DO NOT NOW OR LATER CONFLICT WITH THE AFORESAID USES OR RIGHTS. THE CITY SHALL ALSO HAVE THE RIGHT TO REMOVE TREES, SHRUBS, OR OTHER VEGETATION ON OR NEAR THE EASEMENT PREMISES THAT INTERFERE WITH THE OPERATION OR USE OF ITS SIDEWALKS. ALL CONSTRUCTION BY ANY ENTITY WITHIN THE EASEMENT PREMISES SHALL BE PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES AND REGULATIONS OF THE CITY OF NAPERVILLE.

STORM SEWER EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF NAPERVILLE OVER THE AREAS MARKED "STORM SEWER EASEMENT" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RE-CONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE CITY OWNED STORM SEWER, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, OVER, UPON, ALONG, UNDER AND THROUGH SAID STORM SEWER EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PEOPLE AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE CITY SHALL BE SOLELY AND EXCLUSIVELY LIABLE FOR THE OPERATION AND MAINTENANCE OF SAID SEWER EXCEPT IN THE CASE OF AN EMERGENCY. THE CITY SHALL PROVIDE NOT LESS THAN 2 DAYS NOTICE PRIOR TO ENTRY UPON THE PROPERTY FOR MAINTENANCE OF THE STORM SEWER, IN THE EVENT THAT THE CITY'S MAINTENANCE OF THE STORM SEWER CAUSES ANY DAMAGE TO PRIVATE IMPROVEMENTS, EXPRESSLY INCLUDE THE PRIVATE PARKING LOT THAT WILL BE CONSTRUCTED OVER THE STORM SEWER EASEMENT. THE CITY SHALL REPAIR ANY DAMAGE THERETO TO THE REASONABLE SATISFACTION OF THE OWNER OF THE IMPACTED PROPERTY. IN THE EVENT THE CITY RELOCATES THE STORM SEWER LOCATED WITHIN THE STORM SEWER EASEMENT, THE CITY SHALL CAUSE THE STORM SEWER EASEMENT TO BE RELEASED.

PERMISSION TO RECORD

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

I, JAMES D. BAKER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT ON OR BEFORE JUNE 30, 2025. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 20TH DAY OF MARCH, A.D. 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003648
LICENSE EXPIRES NOVEMBER 30, 2026

SURVEYORS CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF LAKE )

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

LOTS 4, 5, 6 AND 7 IN NAPERVILLE-SOUTH FORTY SUBDIVISION, A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2007 R2007-132356 AND RE-RECORDED NOVEMBER 16, 2007 AS DOCUMENT NUMBER R2007-166808 IN WILL COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 23.432 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WILL COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRE COMMUNITY PANEL NUMBER 17197C00300 WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS 20TH DAY OF MARCH, A.D. 2025.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003648
LICENSE EXPIRES NOVEMBER 30, 2026

DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350-EXPIRES APRIL 30, 2025

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: APRIL 24, 2023

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

APPROVED AND ACCEPTED BY THE MAJOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

BY: \_\_\_\_\_
MAJOR

ATTEST: \_\_\_\_\_
CITY CLERK

WILL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF WILL )

I, \_\_\_\_\_ COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT

JOLIET, ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

COUNTY CLERK

WILL COUNTY 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 FOR THAT PORTION WITHIN THE LIMITS OF WILL COUNTY AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN

DESCRIBED IS LOCATED ON TAX MAP # \_\_\_\_\_ AND IS IDENTIFIED AS PERMANENT REAL ESTATE INDEX NUMBER (PIN) \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

DIRECTOR

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E. DATE
DEPUTY DIRECTOR OF HIGHWAYS,
REGION ONE ENGINEER

SURFACE WATER STATEMENT

TO THE BEST OF OUR 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 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 \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

OWNER: THE CITY OF NAPERVILLE

BY: \_\_\_\_\_ OWNER OR OWNER'S ATTORNEY
BY: \_\_\_\_\_ TAYLOR E. CORBIN
MANHARD CONSULTING LTD.
IL PROFESSIONAL ENGINEER NO. 062-072146
TITLE: \_\_\_\_\_
DATED THIS 20TH DAY OF MARCH, A.D. 2025.

WATERMAIN & TELECOMMUNICATIONS EASEMENT

A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF NAPERVILLE AND BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, EACH OF THEIR SUCCESSORS AND ASSIGNS, OVER THE AREAS MARKED "WATERMAIN & TELECOMMUNICATION EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RE-CONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE WATERMAINS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES CONNECTIONS, ALONG WITH TELECOMMUNICATION LINES, OVER, UPON, ALONG, UNDER AND THROUGH SAID WATERMAIN AND TELECOMMUNICATIONS EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PEOPLE AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE BENEFICIARIES OF THE WATERMAIN & TELECOMMUNICATIONS EASEMENT SHALL BE SOLELY AND EXCLUSIVELY LIABLE FOR OPERATION AND MAINTENANCE OF THEIR INFRASTRUCTURE LOCATED IN THE EASEMENT, EXCEPT IN THE CASE OF AN EMERGENCY, A BENEFICIARY SHALL PROVIDE NOT LESS THAN 2 DAYS NOTICE PRIOR TO ENTRY UPON THE PROPERTY FOR MAINTENANCE OF INFRASTRUCTURE WITHIN THE WATERMAIN & TELECOMMUNICATIONS EASEMENT. IN THE EVENT THAT MAINTENANCE OF A BENEFICIARY'S INFRASTRUCTURE CAUSES ANY DAMAGE TO PRIVATE IMPROVEMENTS, EXPRESSLY INCLUDE THE PRIVATE PARKING LOT THAT WILL BE CONSTRUCTED OVER THE WATERMAIN & TELECOMMUNICATION EASEMENT, THE BENEFICIARY RESPONSIBLE FOR SAID DAMAGE SHALL REPAIR SAID DAMAGE THERETO TO THE REASONABLE SATISFACTION OF THE OWNER OF THE IMPACTED PROPERTY. IN THE EVENT THAT INFRASTRUCTURE IS RELOCATED, THE BENEFICIARY RELOCATING ITS INFRASTRUCTURE SHALL CAUSE THEIR INTEREST IN THE WATERMAIN & TELECOMMUNICATION EASEMENT TO BE RELEASED.

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES ILLINOIS, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND HEREON DESCRIBED AND THAT AS SUCH OWNER, THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE "THESE THINGS INDICATED."

APPROVED BY THE MAJOR AND COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS.

AT A MEETING HELD THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

IN WITNESS WHEREOF THE CITY OF NAPERVILLE HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO

BE AFFIXED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

CITY OF NAPERVILLE, OWNER

OWNER'S NAME AND ADDRESS

NAPERVILLE CITY CLERK
P.O. BOX 3020
400 S. EAGLE STREET
NAPERVILLE, IL 60540

BY: \_\_\_\_\_
CITY MANGER

NOTARY PUBLIC

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT DOUG A. KRIEGER, CITY MANGER AND RUTH BRODER, ACTING CITY CLERK, OF THE CITY OF NAPERVILLE WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS ANNEXED PLAT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THE SAID CITY CLERK DID ALSO THE AND THERE ACKNOWLEDGE THAT SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID SEAL OF CORPORATION TO SAID CERTIFICATE AS HER FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, AS AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

NOTARY PUBLIC

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

ACTING CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS )
) SS
COUNTY OF DUPAGE )

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

- 1. THAT THE CITY OF NAPERVILLE IS THE OWNER OF THE OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

INDIAN PRAIRIE SCHOOL DISTRICT 204
780 SHORELINE DRIVE
AURORA, ILLINOIS 60504

OWNER NAME: THE CITY OF NAPERVILLE

BY: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

NOTARY PUBLIC

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF WILL )

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, AFORESAID ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D.,

20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_

WILL COUNTY RECORDER OF DEEDS

CROSS ACCESS EASEMENT

A PERPETUAL, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR VEHICULAR AND PEDESTRIAN OVER, ACROSS AND THROUGH THAT PORTION OF LOT 1, OUTLOT A, LOT 2 AND LOT 3 MARKED AND IDENTIFIED AS "CROSS ACCESS EASEMENT" ON THIS PLAT. THE PURPOSE OF THE CROSS ACCESS EASEMENT IS TO PROVIDE FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM ILLINOIS ROUTE 59 FOR THE BENEFIT OF THE OWNERS OF LOT 1, LOT 2, LOT 3 AND OUTLOT A AS CREATED BY THIS PLAT (THE "LOTS"), THE OWNER OF LOT 3 OF THE PRELIMINARY/FINAL PLAT OF SUBDIVISION NAPERVILLE SOUTH FORTY SUBDIVISION, RECORDED AS DOCUMENT R2007-166808 (THE "TOWNSHIP LOT"), THE CITY OF NAPERVILLE, ILLINOIS, AND THEIR RESPECTIVE CUSTOMERS, GUESTS, EMPLOYEES, TENANTS, AND INVITEES. THE CROSS ACCESS EASEMENT EXPRESSLY GRANTS THE CITY OF NAPERVILLE ACCESS FOR EMERGENCY VEHICLES AND VEHICLES OPERATED BY THE CITY FIRE DEPARTMENT AND THE CITY WATER DEPARTMENT. THE CROSS ACCESS EASEMENT SHALL BE IMPROVED WITH AN ASPHALT, CONCRETE OR SIMILAR HARD SURFACE. THE "ACCESS ROAD" OF SUFFICIENT BEARING STRENGTH SO AS TO ACCOMMODATE VEHICULAR TRAFFIC, NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN THE ACCESS ROAD SHALL BE CONSTRUCTED IN THE CROSS ACCESS EASEMENT, BUT THE CROSS ACCESS EASEMENT MAY BE USED FOR OTHER PURPOSES (I.E. UTILITIES) THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE ACCESS TO ACCESS ROAD. EACH PROPERTY OWNER OF A LOT SHALL MAINTAIN THAT PORTION OF THE ACCESS ROAD LOCATED WITHIN SUCH OWNER'S LOT; PROVIDED THAT AN ASSOCIATION MAY BE FORMED BY THE PROPERTY OWNERS OF THE LOTS AND THE TOWNSHIP LOT TO MAINTAIN THE ACCESS ROAD OVER OUTLOT A AND FOR THE PURPOSE OF SELF-HELP. IF A PORTION OF THE ACCESS ROAD ON A LOT IS NOT MAINTAINED, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM THE NECESSARY WORK TO MAINTAIN THE ACCESS ROAD, AND SHALL BE ENTITLED TO REIMBURSEMENT FOR COSTS AND EXPENSES INCURRED, INCLUDING ANY COSTS OF COLLECTION. THE PROVISIONS SET FORTH HEREIN ARE FOR THE MUTUAL BENEFIT AND PROTECTION OF THE PRESENT AND ALL FUTURE OWNERS OF THE LOTS AND TOWNSHIP LOT; THE FACT OF COMMON OWNERSHIP OF ANY OF THE LOTS OR TOWNSHIP LOT (OR ANY ESTATE THEREIN) NOW OR IN THE FUTURE SHALL NOT RESULT IN THE MERGER OF THE FEE SIMPLE ESTATES OR THE RIGHTS, BENEFITS, OBLIGATIONS, AND BURDENS SET FORTH HEREON, BUT SUCH RIGHTS, BENEFITS, OBLIGATIONS, AND BURDENS SHALL BE SEPARATELY PRESERVED FOR THE BENEFIT OF ALL FUTURE OWNERS THEREOF.

Project information including SHEET 4 OF 4, PROJECT MGR: FF, PROJ ASSOC: JDB, DRAWN BY: LSM, DATE: 08/07/24, SCALE: 1"=50', and project name NAPERVILLE - SOUTH FORTY LOTS 4, 5, 6 AND 7 RESUBDIVISION FINAL PLAT.

Manhard CONSULTING logo and contact information: One Overlook Point, Suite 208, Lincolnshire, IL 60069, phone 630-763-5850, fax 630-763-0085, manhard.com. Services include Civil Engineers, Surveyors, Water Resources Engineers, Water & Wastewater Engineers, Construction Managers, Environmental Scientists, Landscape Architects, Planners.

Table with 4 columns: DATE, REVISIONS, DRAWN BY. Lists revision history from 03/25/25 to 09/11/24, including revisions for city comments and client comments.

**Exhibit B**

**Legal Description**

**LOT 1 PROPERTY**

Lot 1 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded \_\_\_\_\_ as Document Number R2025-\_\_\_\_\_ in Will County, Illinois.

Address: 4111 Tower Court, Naperville, IL 60564

PIN:

**LOT 2 PROPERTY**

Lot 2 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded \_\_\_\_\_ as Document Number R2025-\_\_\_\_\_ in Will County, Illinois.

Address: 4243 Tower Court, Naperville, IL 60564

PIN:

**LOT 3 PROPERTY**

Lot 3 in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded \_\_\_\_\_ as Document Number R2025-\_\_\_\_\_ in Will County, Illinois.

Address: 4231 Tower Court, Naperville, IL 60564

PIN:

**OUTLOT A**

Outlot A in Naperville-South Forty Lots 4, 5, 6 and 7 Resubdivision, a Subdivision of the Northwest quarter of the Northwest Quarter of Section 15, Township 37 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded \_\_\_\_\_ as Document Number R2025-\_\_\_\_\_ in Will County, Illinois.

Address: 4119 Tower Court, Naperville, IL 60564

**Exhibit C**

**Bylaws**

**BYLAWS OF SOUTH FORTY LOTS ASSOCIATION**

ARTICLE I

NAME OF CORPORATION

The name of this corporation South Forty Lots Association, an Illinois not-for-profit corporation.

ARTICLE II

PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of Outlot A and the improvements constructed thereon. These By-Laws are attached as Exhibit C to the Declaration of Covenants, Conditions, Restrictions and Easements for the South Forty Lots Association ("**Declaration**"), recorded with the Office of the Recorder of Deeds for Will County, Illinois. All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration, and these By-Laws.

ARTICLE III

OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained at the office of its managing agent or at such place as the Board shall determine from time to time which in any instance shall be an office located in Will County, Illinois.

ARTICLE IV

MEETINGS OF MEMBERS

4.01 MEMBERSHIP: Each Owner of a Lot shall automatically be a “Member” of the Association. There shall be one membership per Lot. Ownership of a Lot shall be the sole qualification for membership. A purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed the “Voting Member”. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary. Each Voting Member shall have one (1) vote per Lot.

4.03 PLACE OF MEETING; QUORUM: Meetings of the members shall be held at the principal office of this Association or at such other place in Will County, Illinois, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts’ Rules of Order as from time to time published. Twenty percent (20%) of the Voting Members shall constitute a quorum. Unless as otherwise expressly required by the Act or the Declaration, the affirmative vote of the majority of the Voting Members shall be required for action by the Owners. Meetings of Members may be held by means of a conference call so that all Persons participating in the meeting can hear each other. Participation in a meeting held by conference telephone call shall constitute presence of the Person at the meeting.

4.04 ANNUAL MEETINGS: The annual meeting of the Owners shall be held at such reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting.

4.05 SPECIAL MEETINGS: Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by email to the address on file with the Association, to the Owners, addressed to such member at the address given by him to the Board for the purpose of service of such notice. Notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

## ARTICLE V

### BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association shall be vested in the board of directors (the "Board"), which shall consist of three (3) ("**Directors**"). Each Owner shall be entitled to appoint one Director for each Lot subject to the Declaration and owned by such Owner. Each Director shall serve a two-year term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Members.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided, that, after the Turnover Date, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting.

5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.

5.08 ATTENDANCE AT MEETINGS BY OWNERS: Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion or as otherwise required by the Act.

5.09 WAIVER OF NOTICE: Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of not less a majority of the Directors.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation, provided however, upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the Owner who appointed such director. Any Director may resign at any time by submitting his written resignation to the Board. A successor to fill the

unexpired term of a Director who resigns may be appointed by the Owner who appointed the resigning Director.

5.13 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not- For-Profit Corporation Act, including, without limitation, the following powers and duties:

## ARTICLE VI

### OFFICERS

6.01 OFFICERS: The Board may appoint officers to the Association, including without limitation, a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## ARTICLE V

### BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his mortgagee, agent, or attorney, for any proper purpose at any reasonable time.

## ARTICLE VII

### AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time, by the affirmative vote of majority of the Owners, provided that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act.