



## Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4388

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PRESIDENT  
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RICK ROBERTS  
SHARREN SHAHJAHAN  
VILLAGE MANAGER  
JUDITH A. MALLER

### **VILLAGE OF HANOVER PARK DEVELOPMENT COMMISSION REGULAR MEETING**

**Hanover Park Police Station Community Room**  
**2011 Lake Street Hanover Park, IL**  
**Thursday, December 8, 2016**  
**7:00 p.m.**  
**AGENDA**

1. **CALL TO ORDER: ROLL CALL**
2. **PLEDGE OF ALLEGIANCE:**
3. **ACCEPTANCE OF AGENDA:**
4. **PRESENTATIONS/REPORTS:** None.
5. **APPROVAL OF MINUTES:**
  - 5-a. Regular meeting Minutes of August 11, 2016.
6. **ACTION ITEMS:**
  - 6-a. **Public Hearing:** to consider a request by Mohsin Latifi (applicant) on behalf of Chicago Title Land Trust Company, Trust #1110519 (property owner) for approval of a Special Use to operate a Private School located at 7455 Jensen Boulevard, Hanover Park, Illinois.
  - 6-b. **Public Hearing:** to consider a request by Kevin Swan (applicant) on behalf of K-C Distributing, Inc. (property owners) for approval of a Variance from the required side yard setback for the building located at 1989 Devon Avenue, Hanover Park, Illinois.
  - 6-c. **Public Hearing:** to consider a request by Anuja Gupta (applicant) on behalf of Chicago Trust Company, Trust #SBL-4135 (property owners) for modifications to an existing Planned Unit Development Application that was originally heard by the Development Commission on May 12, 2016. The modifications include, but are not limited to: an amendment to the Site Plan layout, density increase by one dwelling unit, a separate entrance for the future retail pad off of Olde Salem Road and changes to the condominium building all of which is located at 900 Irving Park Road, Hanover Park, Illinois.



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SHARREN SHAHBAHAN

**VILLAGE MANAGER**  
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7. **TOWNHALL SESSION:**  
Persons wishing to address the public body must register prior to Call to Order. Please note that public comment is limited to 5 minutes per speaker.
8. **OLD BUSINESS (NON-ACTION ITEMS):** None
9. **NEW BUSINESS (NON-ACTION ITEMS):**  
9-a. Community Development Update



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JULIANA A. MALLER

### **VILLAGE OF HANOVER PARK DEVELOPMENT COMMISSION REGULAR MEETING PD Community Room Hanover Park, IL Thursday, August 11, 2016 7:00 p.m.**

**1. CALL TO ORDER: ROLL CALL**

**Co-Chair Aird** called meeting to order at 7:00 p.m.

**PRESENT:** Commissioners: James Aird, Arthur Berthelot, Joe Serauskas,  
Gary Rasmussen, Chairperson Virginia  
Wachsmuth

**ABSENT:** Commissioners: Scot Neil, Parthiv Patel, Patrick Watkins

**ALSO PRESENT:** Director Shubhra Govind, Village Planner Patrick Ainsworth,  
Planning Intern Dan Osoba, Secretary Kathleen Arnold,  
Andrew Uttan – V3 Companies (applicant), 308 W. Erie, Suite  
400, Chicago, IL 60603  
Ray Nelson – Owner McDonalds, 22W421 Army Trail Rd,  
Addison, IL. 60101

**2. PLEDGE OF ALLEGIANCE:**

**3. ACCEPTANCE OF AGENDA:**

Motion by Commissioner Berthelot, seconded by Commissioner Rasmussen.

**Voice Vote:**

**All AYES.**

**Motion Carried:** Agenda Accepted.

**4. PRESENTATIONS/REPORTS:** None.

**5. APPROVAL OF MINUTES:**

**5-a.** Regular meeting Minutes of May 12, 2016.

Motion by Commissioner Berthelot to approve the Minutes of May 12, 2016, seconded



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by Commissioner Serauskas.

**Voice Vote:**

**All AYES.**

**Motion Carried: Approved the Minutes of May 12, 2016.**

### 6. ACTION ITEMS:

**6-a. Public Hearing:** to consider a request by Andrew Uttan (applicant) on behalf of McDonald's USA, LLC (property owner) for approval of a Special Use Amendment for a Drive-Through Restaurant in order to conduct site improvements and construct a small building addition located at 1050 Lake Street, Hanover Park, Illinois.

**Chairperson Wachsmuth:** Entertained a motion to open the Public Hearing. Motion by Commissioner Berthelot to open the Public Hearing, seconded by Commissioner Rasmussen.

Voice Vote:

All AYES.

Motion Carried: Public Hearing Opened.

**Village Planner Ainsworth** presented a PowerPoint presentation and summary of the request before the Commission. He presented the location of the subject property, zoning history, land use, current zoning, and staff analysis to the Commission.

The Public Notice was published in the *Daily Herald* on July 26, 2016.

**Chairperson Wachsmuth** invited any attendees up to the podium to speak on this subject:

**Sworn in:** Andrew Uttan – V3 Companies (applicant), 308 W. Erie, Suite 400, Chicago, IL 60603

**Andrew Uttan:** presented McDonald's request for an amendment to an existing Special Use for a Drive-Through Restaurant. This McDonald's building was built in 1988 and a Play Place was added in 1995. Since then, no major improvements have been implemented. McDonald's Corporation has decided to invest in this location to bring it up to current McDonald's standards. The improvements will



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be undertaken in two phases. Phase one will include the additional drive-through lane to add another order system with a small building addition where the pick-up window is located, relocation of the trash container, replacement of all lighting with LED fixtures and painting of the building exterior. The new ordering system will reduce wait times for the drive-thru customers. Phase two will be presented at a later date for the interior remodel of the building which is estimated to take place in 2018-2019.

**Commissioner Berthelot** asked about the existing sidewalks and what changes would be proposed.

**Village Planner Ainsworth** mentioned that the applicants will add a new sidewalk from the building to Arlington Drive East which will increase pedestrian connectivity.

**Chairperson Wachsmuth** the entrance to the drive-through as the current design forces pedestrians to cross in front of the cars in the drive-through lane. She asked how the new design addresses this issue.

**Andrew Uttan** responded that lane will be reconfigured which will eliminate that pedestrian to drive-through vehicles interaction.

**Commissioners:** No other questions or comments.

**Chairperson Wachsmuth** entertained a motion to close the Public Hearing. Motion by Commissioner Berthelot, seconded by Commissioner Rasmussen.

Voice Vote:

All AYES.

Motion Carried: Public Hearing Closed.

**Village Planner Ainsworth** presented the Draft Findings of Fact and recommendations to the Commission.

**Chairperson Wachsmuth** entertained a Motion to approve the Draft Findings of Fact, Motion by Commissioner Berthelot, seconded by Commissioner Serauskas.

**Roll Call Vote:**



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JULIANA A. MALLEY

**AYES:** Commissioners: Berthelot, Rasmussen, Aird,  
Serauskas, Chairperson  
Wachsmuth

**NAYS:** Commissioners: None  
**ABSENT:** Commissioners: Neil, Watkins, Patel

**Motion Carried.** Recommend approval to the Village Board.

**Motion Carried:** Approved the Draft Findings of Fact.

**Chairperson Wachsmuth** entertained a Motion to recommend approval of the request for Special Use Amendment for a Drive-Through Restaurant in order to conduct site improvements and construct a small building addition located at 1050 Lake Street, Hanover Park, Illinois. from Section 110.5.9.3 as approved in the Draft Findings of Fact and conditions as per staff report, and forward to the Village Board for their consideration.

Motion by Commissioner Berthelot to recommend approval of amendment to the Planned Unit Development with variations and forward to the Village Board for their consideration, seconded by Commissioner Rasmussen.

**Roll Call Vote:**

**AYES:** Commissioners: Berthelot, Rasmussen, Aird,  
Serauskas, Chairperson  
Wachsmuth

**NAYS:** Commissioners: None  
**ABSENT:** Commissioners: Neil, Watkins, Patel

**Motion Carried.** Recommend approval.

- 7. **TOWNHALL SESSION:** None.
- 8. **OLD BUSINESS (NON-ACTION ITEMS):** None
- 9. **NEW BUSINESS (NON-ACTION ITEMS):**
  - 9-a. Feedback on revised Site Plan (including separate entrance for commercial pad) for Mixed Use Development including (Senior Housing and commercial) for



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property located at 900 Irving Park Rd.

**Commissioners** discussed and concluded the neighbors should be informed and recommend a Special Board Meeting be conducted and to also include the Development Commissioners.

- 9-b.** Community Development Update  
Various updates were discussed.

**10. ADJOURNMENT:**

Motion by Commissioner Berthelot, seconded by Commissioner Rassmussen.

**Voice Vote:**

**All AYES.**

**Motion Carried:** Meeting adjourned at 7:53 p.m.

**Recorded and Transcribed by:**

\_\_\_\_\_  
**Kathleen Arnold, Secretary**  
this 11<sup>th</sup> day of August 2016

\_\_\_\_\_  
**Virginia Wachsmuth, Chairperson**



**Village of Hanover Park  
Community & Economic Development Department**

**STAFF MEMORANDUM**

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**TO:** Chairman Wachsmuth and Members of the Development Commission

**FROM:** Shubhra Govind, Director of Community & Eco. Development  
Patrick Ainsworth, Village Planner

**SUBJECT:** **Public Hearing to request a Special Use for a Private School for the property located at 7455 Jensen Boulevard**

**ACTION REQUESTED:**  Approval  Denial  Information

**DATE:** **December 8, 2016**

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**REQUEST SUMMARY**

The following is scheduled for Development Commission review at 7:00 p.m. on December 8, 2016 in the Community Room of the Police Station, 2011 Lake Street:

To consider a request by Mohsin Latifi (applicant) on behalf of Chicago Title Land Trust Company, Trust #1110519 (property owner) for approval of a Special Use to operate a Private School located at 7455 Jensen Boulevard, Hanover Park, Illinois.

**SITE INFORMATION**

Existing Zoning: B-2, Local Business  
Existing Land Use: Vacant Commercial Retail Building  
Property Size: 119,341.56 sq. ft. (2.74 acres)  
PINs: 06-25-401-015, -016, -017, -018 and -053

**SURROUNDING ZONING AND LAND USES**

	<b>ZONING</b>	<b>EXISTING LAND USE</b>
<b>NORTH:</b>	L-I, Limited Industrial	Vacant Land (part of Westview Shopping Center)
<b>SOUTH:</b>	B-2, Local Business	Neighborhood Commercial (Fueling Station)
<b>EAST:</b>	B-2, Local Business	Neighborhood Commercial (Shopping Center)
<b>WEST:</b>	B-2, Local Business	Commercial Retail (Restaurant)
	L-I, Limited Industrial	Commercial Bldg. (Vehicle Repair Facility)

## **BACKGROUND**

The subject property is located on the east side of Jensen Boulevard approximately 300 feet north of Irving Park Road. This property is zoned B-2, Local Business, and is currently improved with a vacant 25,870 square foot building and a surface parking lot for off-street parking. The existing building used to house the Jimenez Grocery Store which closed in 2013. This property has been actively marketed since the closure.

The applicant is part of the Midwest Islamic Center out of Schaumburg. This organization currently holds their education services at their location in Schaumburg, IL, but they are growing out of the current facility. As such, the applicant has been seeking a space within the immediate area and are proposing to move their education operations to this building.

## **STAFF ANALYSIS & DISCUSSION**

The applicant is proposing to occupy the building with a private school (for grades 1<sup>st</sup> through 4<sup>th</sup>) which is an allowable Special Use in the B-2, Local Business zoning district under Code Section 110-5.9.3. According to the applicant, the private school will start with approximately 15 staff and faculty and 100 students and eventually grow to 200 students. There will be no bus service associated with the school so students will either walk to the property or be dropped off by parents. The applicant indicated at the current location that several students typically carpool and it is anticipated that this activity will continue at the new location.

### **Discussion on Vehicular Movement**

The proposed applicant was discussed in detail with all Village departments and it was determined that since traffic generated from the private school is a fraction of the previous use, a formal traffic study was not required. However, the Institute of Traffic Engineer's Trip Generation Manual (9<sup>th</sup> Edition) was used to determine the estimated trip generation from a private school. The manual yielded a total of approximately 374 vehicle trips per day for a private school with 15 faculty/staff and 100 students. The former 25,000 square foot grocery store generated approximately 2,556 vehicles per day. The proposed private school will produce approximately 2,108 less vehicles per day as compared to the former grocery store.

The administrators of the private school will work with parents dropping off students to turn right onto Jensen Boulevard and to use the traffic signal at Tower Road and Barrington Road. This will help cut down the volume of traffic attempting to turn left onto Irving Park Road from Jensen Boulevard. The applicant mentioned that parents dropping off students from Schaumburg will be able to use Tower Road when traveling southbound on Barrington Road. To further assist with traffic within the property, the applicant is proposing to have the southern curb-cut be an 'enter only' access drive and the northern entrance be an 'exit only' access drive. This will require all vehicles dropping off and pick-up students to travel in one continuous direction while on the property. There will also be a designated 'drop-off area' to the east of the main entrance. This drop off area will be monitored by faculty in staff to ensure smooth operation.

Additionally, staff observed this area several times during the approximate school drop-off and pick-up times and finds that this is not a primarily residential street, but a street that serves an industrial area to the north of the subject property. Each site visit resulted in observing only a few

cars traveling on Jensen Boulevard over several 15 minute observation periods. This roadway can accommodate additional traffic generated by the private school.

## **Compliance with Village Plans and Studies**

### **Comprehensive Plan**

The Village of Hanover Park's Comprehensive Plan, adopted in 2010, lays out the vision for future development within the community. This vision is guided by analyzing current conditions and assessing future development trends which in turn helps the Village make educated decisions on special use proposals. In some instances, the Comprehensive Plan cites the need for community facilities. Those general citations/recommendations are as follows:

- Page 20 – Community Facilities and Public Infrastructure - “A community’s overall quality of life is highly dependent upon the strengths and conditions of the municipality’s community facilities... particularly as they form the building blocks for a strong, balanced community that benefits current residents and attracts potential new residents.”
  - This new use would be the only private academic school within the Village and would serve our diverse population base with an alternative education facility for their children.
- Page 81 Goal 3.4: Enhance the appearance of properties and structures in Hanover Park in order to foster a positive civic pride, reduce crime, and promote economic development opportunities.
  - The applicant is proposing to increase the landscaping around the property to bring it up to current code. The applicant is also proposing to invest in this vacant property by reactivating the building with a new private school which will bring new employment opportunities to our community and supports the nearby businesses with more customers.

### **Irving Park Road Corridor Technical Assistance Panel**

In 2012, the Village of Hanover Park partnered with the Urban Land Institute to assess the future of the Irving Park Road Corridor given its high retail vacancy and aging properties. The collaboration resulted in a report that gave recommendations on how to achieve a redeveloped corridor. The goals and objectives listed below match the applicant’s project scope:

- Page 2 – “Strategically positioning retail and co-locating land uses to create synergies between retail and community activities such as recreation, education...will increase the Corridor’s sense of place and commercial vitality.”
  - The new private school will bring parents, teachers and staff to this area that will add to the customer base of the existing businesses. The private school’s location abuts commercial retail which will entice people involved with this property to patronize nearby businesses.
- Page 9 - “The most important step Hanover Park can take to improve the Irving Park Road Corridor is to right-size the amount of available retail property.”
  - The subject property has been vacant for over three years and has extremely limited visibility from Irving Park Road. The building is setback approximately 300 feet from Irving Park Road and the Road Ready Gas Station is in front of this property which further blocks its visibility from Irving Park Road. The limited visibility is not ideal for a retail user; however, a private school is considered a destination use. The users know where it is located and the success of the school is not entirely

contingent upon its visibility to Irving Park Road as the school is already established in a nearby community.

Adding an educational use to this location would bring the first private academic school to the Village of Hanover Park and it would reactivate a vacant property. The proposed Special Use is consistent with the Hanover Park Comprehensive Plan and the Irving Park Road Corridor Technical Assistance Panel report.

**Compliance with Village Zoning Ordinance**

The property is currently zoned B-2, Local Business and Private Schools are an allowable Special Use in the B-2 zoning district. The applicant is only proposing a couple of changes to the site which includes modifications to the parking layout to add a drop-off area and to add more landscaping bring the property into compliance. The applicant will be renovating the interior of the existing building with class rooms, a gymnasium and new bathrooms. As such, the bulk regulations related to the proposed improvements are summarized in the table below:

<b>7455 Jensen Blvd.</b>	<b>Required</b>	<b>Existing/Proposed</b>
Lot Coverage	75% Max Allowed	68%
Off-Street Parking	19 Spaces	94 Spaces

No variances are being requested with the application. Therefore, the proposed improvements are consistent with the Hanover Park Zoning Ordinance.

**STAFF REVIEW**

As part of the Development Commission Application review process, the following departments reviewed the proposed drawings: Fire Department, Inspectional Services, Public Works, Police Department and Community and Economic Development. All staff review comments have been incorporated into the drawings and/or conditions associated with this application.

**Discussion on Special Use Request**

In order for the applicant to apply for a Special Use, the applicant’s proposal should meet all of the Standards for Review as cited in Code Section 110-4.5.7. The applicant is proposing to improve the site with a new use which will help update the property and increase the benefit to the community. Staff finds that there will be no adverse impact to the surrounding properties or to the public health safety and welfare as explained in the attached Findings of Fact (Exhibit 1). Additionally, the applicant discusses the full details of the proposed improvements and use as outlined in the attached Project Narrative (Exhibit 2) and as shown in the attached drawings (Exhibits 3 through 7).

**PUBLIC COMMENT**

To date, staff has received one inquiry about the project and no written public comments related to the application have been submitted.

**RECOMMENDATION**

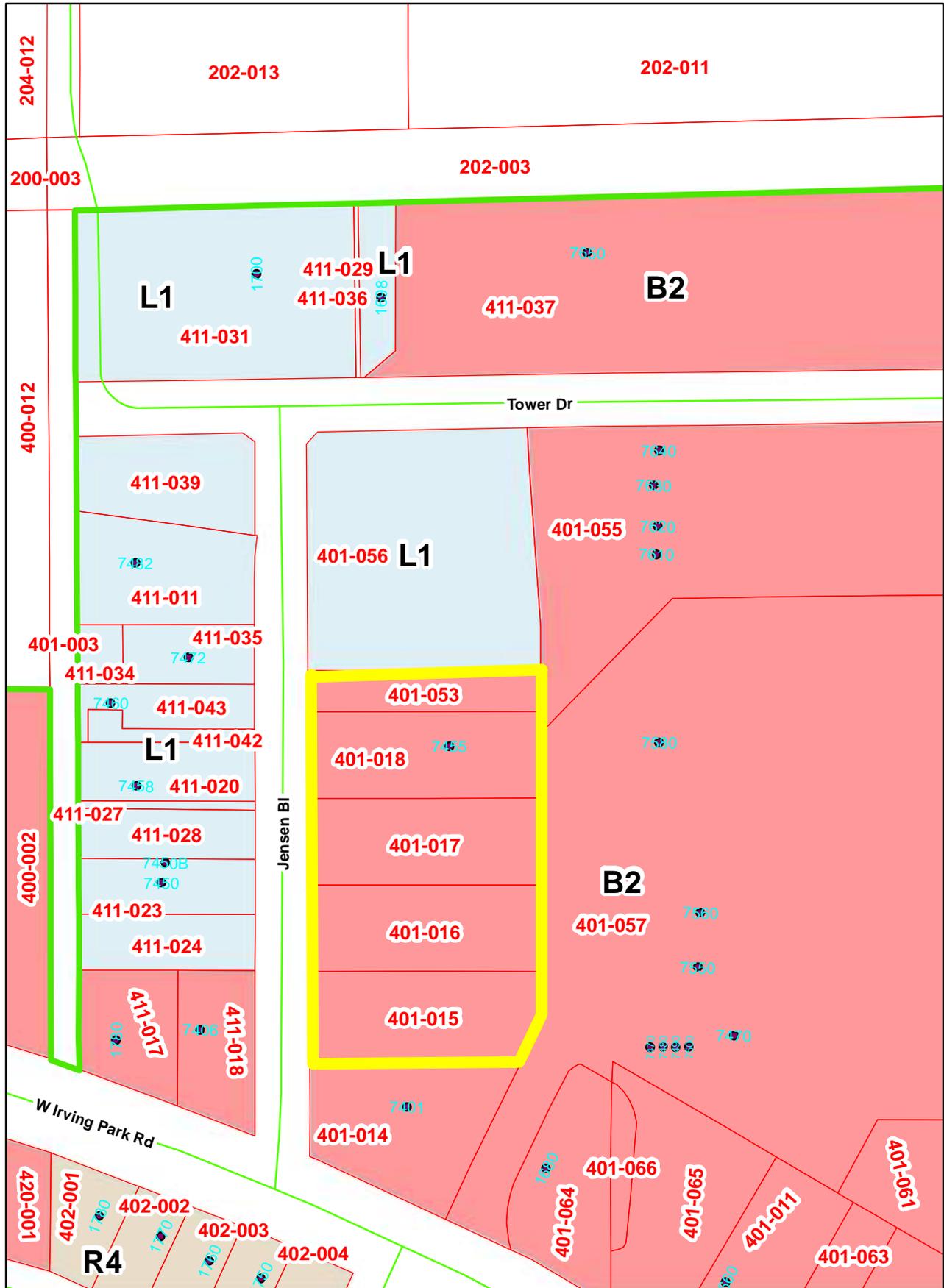
Move to recommend approval of the request and adopt the draft Findings of Fact recommending approval for Special Use for the property at 7455 Jensen Boulevard, with the following conditions:

1. The Special Use shall substantially conform to the architectural/landscaping drawings prepared by Jackl Brandies Architects LTD. last dated November 16, 2016, except as such plans and drawings may be amended to conform to all applicable codes and ordinances.
2. That the two handicap spaces that were removed east of the main entrance be added to the parking lot strip west of the main entrance to conform to Code Section 110-6.2.2.a(3).
3. That no signage is approved as part of this application.

**ATTACHMENTS**

- Exhibit 1 – Draft Findings of Fact
- Exhibit 2 – Applicant’s Project Narrative
- Exhibit 3 – Plat of Survey
- Exhibit 4 – Elevation Drawing
- Exhibit 5 – Landscape Plan
- Exhibit 6 – Site Plan
- Exhibit 7 – Floor Plan

# Zoning Map for 7455 Jensen Blvd.



**DRAFT DEVELOPMENT COMMISSION**  
**FINDINGS OF FACT**  
**SPECIAL USE**

**7455 JENSEN BOULEVARD**

**I. Subject**

Consideration a request by Mohsin Latifi (applicant) on behalf of Chicago Title Land Trust Company, Trust #1110519 (property owner) for approval of a Special Use to operate a Private School located at 7455 Jensen Boulevard, Hanover Park, Illinois

**II. Findings**

On December 8, 2016, after due notice as required by law, the Hanover Park Development Commission held a public hearing on the subject request concerning a Special Use for a Private School. \_\_\_ members of the public appeared and \_\_\_ written comments were filed.

The Development Commission has made the following findings regarding the request:

**Special Use Standards for Approval**

**A. Public Health, Safety, and Welfare**

The proposed special use request will not negatively impact the public health, safety or welfare of the community as the applicant will be enhancing a vacant property and reactivating a dormant building with a new use. The applicant is proposing a private school for this location which will enhance the community facilities that serve our diverse population. Additionally, the applicant will improve the property by installing more landscaping which will both enhance the property and advance the public health, safety and general welfare.

**B. Surrounding Property Use and Value**

The proposed development will not negatively impact the use or value of other property in the immediate vicinity. The applicant has designed the proposed enhancements to maintain compatibility with the surrounding land uses. The proposed improvements will enhance the subject property with a new use that will enhance the customer base for the surrounding businesses. This, in turn, should help raise nearby property values.

**C. Conformance with Comprehensive Plan**

The proposed development is in conformance with the goals and objectives set forth in the Comprehensive Plan. The Comprehensive Plan acknowledges the importance of “community facilities” such as a school as a way to create a strong and balanced community. The proposed school will be the first private academic institution within the community which will help to serve our diverse base of residents. Moreover, the applicant plans to invest in an aging property which will create new employment opportunities and add to the customer base for the existing businesses.

**D. Development and Improvement of Surrounding Property**

The proposed development will not impede the normal and orderly development and improvement of the surrounding properties nearly all abutting properties are already developed as commercial uses. The proposed improvements may encourage nearby commercial properties to update and potentially redevelop to better serve this area.

**E. Utilities, Access Roads, and Drainage**

The proposed development has been reviewed by all applicable departments and staff including the Village Engineer and the Public Works Department. No public utilities will be impacted by the proposed site improvements. All improvements will meet Village standards.

**F. Traffic Impact**

The proposed development has been reviewed by all applicable departments and staff including the Village Engineer and the Public Works Department. No public utilities will be impacted by the proposed site improvements. The former use was a 25,000 square foot grocery store which contained a more intense trip generation. It is found that the proposed private school will generate less traffic as compared to a grocery store. While there will be a temporary influx of vehicles dropping off and picking up students, Jensen Boulevard can accommodate additional traffic and alternative routes exist where the vehicles can utilize to disperse the traffic across the road network. As such, no transportation improvements are required at this time.

**G. Conform to all Regulations**

The applicant's proposed site improvements will conform to all Zoning Codes and all other applicable codes and regulations. The applicant has worked extensively with Village Staff to ensure that the proposed improvements meet and/or exceed the Village's standards.

**H. Minimize Adverse Impacts on Abutting Properties**

The proposed site improvements will minimize any adverse impacts on the abutting properties as the landscaping and screening will meet current code. The Village of Hanover Park updated the landscaping requirements in 2014 in order to increase the level of screening for properties that undergo site improvements. Therefore, the applicant is bringing the property's landscaping up to code with the proposed improvements as required by the Zoning Ordinance. In turn, these improvements will ensure that any impacts are reduced to a minimum.

**III. Recommendations**

Accordingly, by a vote of \_\_ to \_\_, the Development Commission recommends approval of the request, subject to the following conditions:

1. The Special Use shall substantially conform to the architectural/landscaping drawings prepared by Jackl Brandies Architects LTD. last dated November 16, 2016, except as such plans and drawings may be amended to conform to all applicable codes and ordinances.
2. That the two handicap spaces that were removed east of the main entrance be added to the parking lot strip west of the main entrance to conform to Code Section 110-6.2.2.a(3).
3. That no signage shall be approved with this application.



Learning from divine guidance

## AL HUDA ACADEMY

435 Spring South Road, Schaumburg, IL 60193

Phone: 630-270-5130 Fax: 630-597-7102

[www.alhudacademy.com](http://www.alhudacademy.com)

To whom it may concerns

Sub: Purpose of Building Use

Ref: 7455 Jensen Blvd. Hanover Park.

Midwest Islamic Center services includes Mosque, Community Center, Fulltime School, Sunday school and other educational Services. Al-Huda Academy (fulltime school) is in operation, for last 10 years and currently located at 435 Spring South Rd, Schaumburg. Academy have at present, 15 teachers staff and 98 fulltime students enrolled. About 100 Students in Sunday school. Our Community is growing in this area due to our school and service reputation.

Our School Hours are between 8.30 AM to 3:30 PM Monday to Friday. Sunday school hours are between 10 AM to 1 PM. All Parents will drop off the kids to school every day in kids dropping area between 7.30 AM to 8.30 AM. The total number of cars dropping students would not be more then 30. There will be 4 to 5 teachers will receive the kids at dropping area and escort to the class rooms. We will instruct the parents to used Tower Road for the exits traveling East Irving Park Road.

We have label separate class rooms for Sunday school and regular school and their activity rooms

As per recommendation we have provided a new garbage enclose area at west north side of the property, and provided chain fence to secure back yard.

We will not have any Band, Concerts, or any other large activities. We will have some sports programs for our students once in a while and as required by their academic needs.



Learning from divine guidance

## AL HUDA ACADEMY

435 Spring South Road, Schaumburg, IL 60193

Phone: 630-770-7130 Fax: 630-597-7102

[www.alhudacademy.org](http://www.alhudacademy.org)

As we are growing, we are anticipating around 150-to-200 students in next three years. That will increase the teacher count as well. We are projecting teachers count to increase around 20-25 teachers in next three years.

Please feel free to reach out to me if you have any questions.

Sincerely,

Imran Khan  
Al-Huda Academy & MIC  
Board Member  
10/07/2016





**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

PROJECT NO.

BY: [Signature]  
DATE: [Date]

1000 W. HAWTHORNE  
LAKE BLUFF, IL 60045  
PH: (847) 334-7261  
FAX: (847) 334-2370

ARCHITECTS

INTERIOR RENOVATION  
**AL-HUDA  
ACADEMY**  
7455 JENSEN BLVD.  
HANOVER PARK, IL

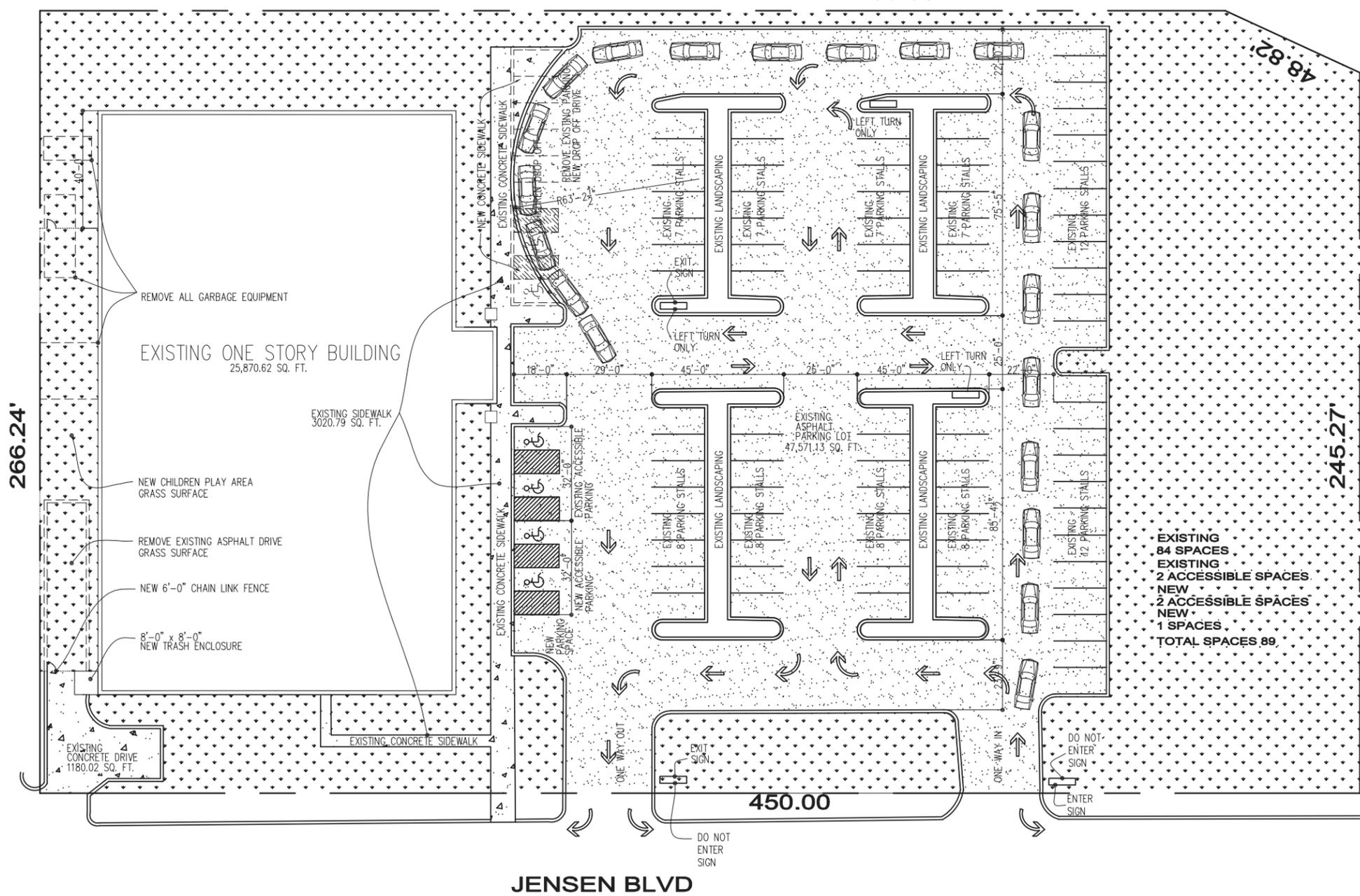
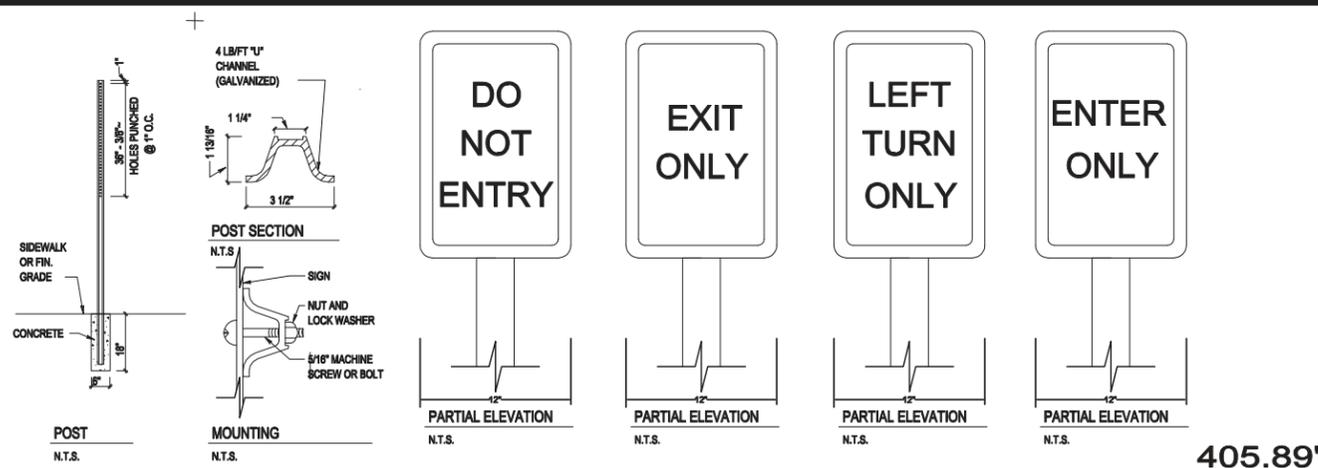
ISSUE	DATE
REVISED LAYOUT	11-18-18

SHEET TITLE  
**EXISTING  
FRONT  
ELEVATION**

SHEET NUMBER  
**A-1**  
OF



LOT AREA	119,341.56 SQ. FT.
EXISTING ONE STORY BUILDING	25,870.62 SQ. FT.
EXISTING PARKING LOT	47,571.13 SQ. FT.
EXISTING SIDEWALK	3020.79 SQ. FT.
EXISTING DRIVE	1180.02 SQ. FT.
TOTAL COVERAGE	77642.56 SQ. FT.
65.05 % LOT COVERAGE	



**SITE PLAN** N ←  
SCALE: 1" = 20'-0"

SIGNATURE

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FROM JAKL-BRANDIS ARCHITECTS, LTD.

1800 W HAWTHORNE  
WEST CHICAGO,  
ILLINOIS 60618  
PH: (630) 330-7561  
FAX: (630) 662-2570

JAKL-BRANDIS  
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INTERIOR RENOVATION  
**AL-HUDA  
ACADEMY**  
7455 JENSEN BLVD.  
HANOVER PARK, IL

ISSUE	DATE
REVISED LAYOUT	11-16-16

SHEET TITLE

SHEET NUMBER  
**A-4**  
OF





**Village of Hanover Park  
Community & Economic Development Department**

**STAFF MEMORANDUM**

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**TO:** Chairman Wachsmuth and Members of the Development Commission  
**FROM:** Shubhra Govind, Director of Community & Eco. Development  
Patrick Ainsworth, Village Planner  
**SUBJECT:** **Public Hearing to request a variance from the required side yard setback for the property located at 1989 Devon Avenue**  
**ACTION REQUESTED:**  Approval  Denial  Information  
**DATE:** **December 8, 2016**

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**REQUEST SUMMARY**

The following is scheduled for Development Commission review at 7:00 p.m. on December 8, 2016 in the Community Room of the Police Station, 2011 Lake Street:

To consider a request by Kevin Swan (applicant) on behalf of K-C Distributing, Inc. (property owners) for approval of a Variance from the required side yard setback for the building located at 1989 Devon Avenue, Hanover Park, Illinois.

**SITE INFORMATION**

Existing Zoning: B-2, Local Business  
Existing Land Use: Office Building  
Property Size: 36,494 sq. ft. (0.84 acres)  
PINs: 01-01-201-001 & 01-01-201-006

**SURROUNDING ZONING AND LAND USES**

	<b>ZONING</b>	<b>EXISTING LAND USE</b>
<b>NORTH:</b>	B-2, Local Business	Open Space (Ontarioville Park)
<b>SOUTH:</b>	BP, Business Park	Vacant Land
<b>EAST:</b>	B-2, Local Business	Neighborhood Commercial (Office)
<b>WEST:</b>	B-2, Local Business	Single Family Residential

## **BACKGROUND**

The subject property is located on the south side of Devon Avenue approximately 100 feet west of when Ontarioville Road turns into Devon Avenue. This property is zoned B-2, Local Business, and is currently improved with a 5,070 square foot L-shaped office building and a surface parking lot for off-street parking. The portion of the building facing Devon Ave. is two-stories while the perpendicular addition is three-stories. The existing building was initially constructed as a single family residence in the 1920s, but went through an expansion in 2003 through 2004 with the three-story addition which subsequently transitioned into office space. No elevator was proposed at that time as the top floor was proposed for storage only.

The applicant is proposing to improve the property by adding an elevator to better serve the entire building and be able to utilize the third floor for office use. However, the building addition that was permitted and approved in 2003/2004 resulted in a non-conforming setback.

Per Code Section 110-5.9.5.a (3), the required side yard setback for a building in the B-2 zoning district is 10 feet. The approved building permits originally showed a side yard setback of 10.2' setback from the east elevation of the addition to the east property line. The applicant purchased the building in 2015 and obtained a new Plat of Survey dated October 3, 2016 that shows the existing setback of the addition's east elevation is between 8.96 feet and 8.13 feet. The east wall is not parallel to the east property line which results in varying dimensions. After researching the building file, it appears that the property received a Certificate of Occupancy after all work was completed and the noncompliant setback went unnoticed.

Again, the new property owner/applicant is proposing to add an elevator to better serve the building and the applicant went through a series of design options to determine that the proposed elevator location is the only plausible location. The elevator is proposed on the east side of the office building addition abutting the existing egress and circulation, continuing the wall that currently houses the staircase. This elevator is required to accommodate a stretcher which dictates the size of the elevator addition. Since the east wall of the existing building is not parallel to the east property line, the proposed elevator addition will encroach farther into the required side yard setback. As such, the applicant is requesting a variance from Code Section 110-5.9.5.a(3) to reduce the 10' side yard setback to 7' 8-1/4" in order to account for the existing non-conforming wall and the proposed elevator shaft.

## **STAFF ANALYSIS & DISCUSSION**

As noted above, the petitioner is requesting a variation from Section 110-5.9.5a(3) of the Zoning Ordinance to install a new elevator that will be set back 7' 8-1/4" from the east property line where 10 feet is required. Staff finds that this property contains a particular hardship and unique circumstance which warrants the granting of the requested variation for the following reasons:

1. In 2003, a building addition was approved with a 10.2' setback from the east property line. The property was then constructed and resulted in a non-conforming setback and this situation was not discovered until 2016. The property owner is proposing to add an elevator to accommodate more accessibility to the building, but the only plausible location to add the elevator is on the east elevation immediately abutting the existing egress/staircase area along the east wall.

2. The building addition is now being retrofitted with a new elevator to better serve the occupants and the only area to place the elevator is next to the existing egress of the 2003 addition. The property owner is required to add an elevator that accommodates for a stretcher in case of emergency which dictates the size of elevator to install. The owner cannot achieve this requirement and be in compliance with the side yard setback.
3. The variation would not be applicable to other properties as this property has a particular hardship and unique circumstance that is not found with other similar properties throughout the B-2 district or the Village.

## **Compliance with Village Plans and Studies**

### **Comprehensive Plan**

The Village of Hanover Park's Comprehensive Plan, adopted in 2010, lays out the vision for future development within the community. This vision is guided by analyzing current conditions and assessing future development trends which in turn helps the Village make educated decisions on development and redevelopment proposals. On numerous occasions, the Comprehensive Plan cites the need to update commercial properties. Those general citations/recommendations are as follows:

- Page 44 – Goal 1.1 – Foster a diverse property and sales tax base that expands the Village's supply of goods and services and increases employment opportunities within Hanover Park
  - Maintain a cooperative relationship with ...existing business...to encourage the sharing of information and build public/private partnerships to facilitate sustainable economic development in Hanover Park.

Granting the variation will enhance the accessibility of this building to more people which in turn will make the building safer to occupy, potentially add more businesses to this area and employment opportunities to the Village. Additionally, the third floor of the building will be able to be used for additional office space.

- Page 47 – Goal 3.4 – Enhance the appearance of properties and structures in Hanover Park in order to foster a positive civic pride...promote economic development opportunities, and increase property values.

The property was approved for a building addition in 2003 to enhance the property, and the new property owner/applicant is proposing to add an elevator maximize the utilization of the structure, thus further enhancing this property and increase economic development opportunity within the area. Granting the variance will assist the property with increased safety to the users and may help with increasing property values.

- Page 122 – Encourage and allow for mixed use developments as a fundamental element of future development within the Village Center Plan..... Various uses can be connected to one another with pedestrian pathways....

The Village Center portion of the Comprehensive Plan calls for a mix of uses within close proximity to each other. This project with further that goal by increasing the attractiveness of Ontarioville/Village Center to future office users.

**Village Center & TOD Plan**

The Village of Hanover Park’s Village Center and TOD Plan discussed the importance of a mixed-use district and brings up office space with the following excerpt from Chapter 4, “Vision – To offer employment opportunities in the Village Center in office buildings within walking distance to the mixed-use district and station area....”

Adding an elevator to this building will enhance this property, make it more attractive to future businesses and further the goals and objectives of the Village’s adopted plans. The proposed improvements associated with this application are consistent with the Village’s adopted plans.

**Compliance with Village Zoning Ordinance**

The property is currently zoned B-2, Local Business and the existing building will only have a small addition to the east elevation to the building. As such, the bulk regulations related to the proposed improvements are summarized in the table below:

<b>1989 Devon Avenue</b>	<b>Required</b>	<b>Existing/Proposed</b>
East Elevation Setback	10 feet	<b>7.69 feet*</b>
Floor Area Ratio	.35 Max	.16
Off-Street Parking	16 Spaces	16 Spaces
Building Height	45 feet Max	38 feet

\*This is the requested variance.

The proposed improvements are consistent with the Hanover Park Zoning Ordinance.

**Discussion on Variance Request**

In order for the applicant to apply for a Variance, the applicant’s proposal should meet all of the Standards for Review as cited in Code Section 110-4.7.8. The applicant is proposing to improve the site with a new elevator that would accommodate a stretcher in case of emergencies which will both help update the property and increase the benefit to the community. The elevator shaft is a continuation of the existing east wall of the building. Staff finds that there will be no adverse impact to the surrounding properties or to the public health safety and welfare as explained in the attached Findings of Fact (Exhibit 1). Additionally, the applicant discusses the full details of the proposed improvements as outlined in the attached Project Narrative (Exhibit 2) and as shown in the attached drawings (Exhibits 3 through 5).

The requested variance will address the unintended non-conformity which was caused due to the “as-built” location of the building when it was constructed. Otherwise, the applicant could’ve added the elevator through the regular building permit process.

**PUBLIC COMMENT**

To date, staff has not received any inquiries about the project and no written public comments related to the application have been submitted.

**RECOMMENDATION**

Move to recommend approval of the request and adopt the draft Findings of Fact recommending approval for a Variance for a side yard setback, with the following conditions:

1. The Variance shall substantially conform to the architectural/landscaping drawings prepared by B/M Associates last dated November 18, 2016, except as such plans and drawings may be amended to conform to all applicable codes and ordinances.
2. That no signage shall be approved with this application.

**ATTACHMENTS**

- Exhibit 1 – Draft Findings of Fact
- Exhibit 2 – Applicant’s Project Narrative
- Exhibit 3 – Plat of Survey
- Exhibit 4 – Site Plan
- Exhibit 5 – Elevation Drawings
- Exhibit 6 – Floor Plan

Photos of 1989 Devon Avenue



East interior side yard of 1989 Devon Avenue – the east wall is not parallel to the property line.

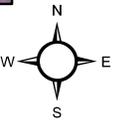
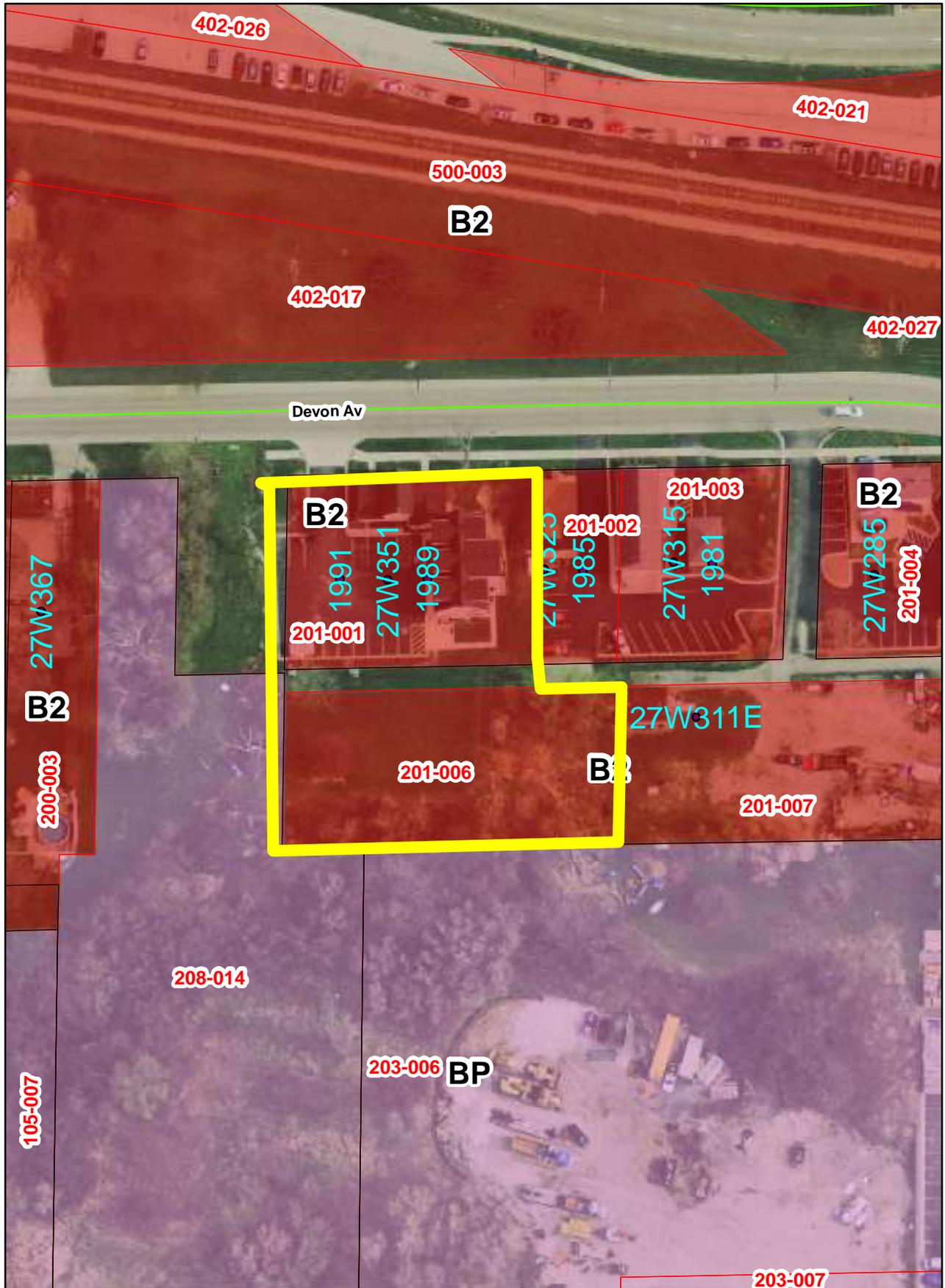


This is the southeast corner of the addition where the proposed elevator will go.



This is the west elevation of the addition that abuts the off-street parking.

# Zoning Map for 1989 Devon Avenue



**DRAFT DEVELOPMENT COMMISSION**  
**FINDINGS OF FACT**  
**VARIANCE**

**1989 DEVON AVENUE**

**I. Subject**

Consideration of a request by Kevin Swan (applicant) on behalf of K-C Distributing, Inc. (property owners) for approval of a Variance from the required side yard setback for the building located at 1989 Devon Avenue, Hanover Park, Illinois.

**II. Findings**

On December 8, 2016, after due notice as required by law, the Hanover Park Development Commission held a public hearing on the subject request concerning Variance. \_\_ members of the public appeared and \_\_ written objections were filed.

**Variance Standards for Approval:**

**A. Variance Not Alter Essential Character, Consistent with Comprehensive Plan**

The proposed variance request will not alter the essential character of the neighborhood as this property is already improved with the office addition and the proposed elevator will be behind the addition. The addition will make the building more accessible and safer to occupy. The small addition will enhance the property and advance the Comprehensive Plan by emphasizing the need to invest in existing properties to attract new businesses and employment opportunities.

**B. Plight of the Owner is Due to Unique Circumstances.**

The applicant's plight is due to unique circumstances as the property obtained a permit for the building addition in 2003 and was approve with a conforming setback. The knowledge on the nonconforming setback was discovered when the current owner submitted a permit for the elevator. This situation was not caused by the current property owner.

**C. Particular Hardships**

1. *That the particular surroundings and topographical conditions will bring of the specific property involved will bring hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.*

The particular surroundings of this property brings a hardship to the owner as the applicant is required to install an elevator that accommodates a stretcher to an existing building and the only feasible location to install the elevator is the proposed location. The addition of the elevator shaft will not impact any neighboring properties as the addition will be in the southeast corner of the building, away from Devon Avenue.

2. *That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning classification.*

The conditions of this case will be not be applicable to other properties within the same zoning classification as the main cause to of this situation is due to the existing non-conforming setback.

3. *That the purpose of the variation is not based exclusively upon a desire to receive a greater economic return.*

The variance request is not exclusively for a greater economic return, but rather to increase the accessibility of the building and to make the building safer to occupy.

4. *That the alleged difficulty or hardship has not been created by any person previously or currently having an ownership interest in the property.*

The property properly obtained a permit for the expansion in 2003/2004 under a different owner. The knowledge of the nonconforming setback came about during the current permit application to add the elevator to the existing building. The alleged hardship was not caused by the current property owner.

5. *That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the general area in which the property is located.*

Granting the variation will not be detrimental to the public welfare or injurious to other properties. In fact, granting the variance will allow the property owner to improve the property to make it more accessible to the general population and in turn, may raise nearby property values.

6. *That the proposed variation will not impair an adequate supply of light and air to abutting property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values within the general area.*

The proposed variation will not impair any light or air to abutting properties and will not endanger public safety as the addition of the elevator shaft will take place near the rear portion of the existing building. The proposed improvement is to increase public safety for the occupants of the building by providing an elevator that is capable of accommodating a stretcher during emergencies.

7. *The design of the proposed variation will minimize adverse effects, including visual impacts, of the proposed use on abutting and nearby properties.*

The design of the proposed improvements will minimize any effects to abutting properties as the addition is taking place near the southeast corner of the property (away from Devon Avenue). Additionally, the property will be improved with new landscaping to meet current code which will additionally screen the property.

**III. Recommendations**

Accordingly, by a vote of \_\_\_ to \_\_\_, the Development Commission recommends approval of the request, subject to the following conditions:

1. The Variance shall substantially conform to the architectural/landscaping drawings prepared by B/M Associates last dated November 18, 2016, except as such plans and drawings may be amended to conform to all applicable codes and ordinances.
2. That no signage shall be approved with this application.

## Project Narrative 1989 E Devon

In July of 2015 we purchased 1989 Devon Avenue which is directly west of two other commercial properties that we own in Hanover Park. The building is at the west end of the Ontarioville Historic District and is much like the other surrounding buildings that are converted residential buildings that are zoned commercial. The building consists of a front structure that was residential circa 1920's with a commercial addition that was built in about 2006 by the previous owner. While they tried to maintain the residential look to the property the three story structure was built without meeting certain ADA requirements. The front residence is being converted into commercial per zoning. The newer structure will have nine private office spaces. The building is approximately 4000 square feet and currently does not have an elevator. In an effort to improve the surrounding property and bring additional businesses to Hanover Park, we are making the needed improvements.

1. In an effort to improve the existing property and bring the building up to the ADA codes, we are adding an elevator to the existing property. The elevator size requirements for the village state that the elevator will be large enough to fit a stretcher. We have determined the location of the proposed addition be in the desired location because there is an existing egress stairway and natural flow of traffic within the building. If we were to retrofit the interior of the building with the elevator there would be an extreme amount of structural obstacles that would have to be moved as well as retrofitting the existing structure to house an elevator shaft. Locating the structure on the opposite side of the building would change the aesthetic feel of the building as well as impact the existing and proposed extension of the ADA ramp for access to the front of the building. It would also impact the parking spaces. Other locations were determined to create an un-natural traffic flow separating the elevator from a stairwell which is an existing egress for the building. Therefore we are petitioning for a grant of a 1.9 foot variance from the existing 10 foot setback.
2. The conditions that have led us to request the variance would not generally be applicable to other properties because the lot sizes in the Ontarioville area vary greatly. The existing structure that the proposed addition is attached to is already non-conforming to the existing setback.
3. The purpose of the variance is based on bringing the building up to ADA standards requiring an elevator to access the additional floors of the building. It is our desire for this as well as our other properties in the village to be aesthetically pleasing as well as functional and meet the existing standards if possible. Adding an elevator to this building will increase the accessibility to a broader range of people in the community.
4. The difficulty was not created by any previous person or owner. This is an addition to bring the existing building up to the now prevailing ADA requirements.
5. The granting of the variance will not be detrimental to existing properties in the area. In fact it should have an opposite effect by making the office space in the local area more desirable because we are improving access to addition space and businesses for the area.
6. The proposed variation will not impact surrounding properties because it is small approximately nine foot by eight foot extension to the existing structure. It will not extend the width of the building further than the existing width.
7. We have designed the proposed elevator shaft to extend the existing building with a minimal change to the elevations and look of the building. Our intention was to have it look as if it was there in the original intended building design. The strategic location of the proposed elevator shaft will minimize an impact of abutting properties.

8. As for landscape requirements, the structure will be replacing existing solid surface sidewalk area and the addition of sidewalk to complete the new egress route will be minimal to connect to the existing sidewalk. All areas impacted will be landscaped per the submitted site landscape plan.

PLAT OF SURVEY  
Prepared By  
**MARCHESE AND SONS, Inc.**  
land - marine - construction surveys

10 Marocco Drive Roselle, Illinois 60172 Phone: (830) 894-5688 Fax: (830) 894-8899

PROPERTY DESCRIPTION

PARCEL ONE  
PARCEL ONE LOTSEVEN (17) TWENTY (20) AND THIRTEEN (13) IN BLOCK ONE (1) IN LEVINE LEISBERG'S ADDITION TO ONTARIOVILLE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION ONE (1) TOWNSHIP FORTY TWO NORTH, RANGE ONE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1976 AS DOCUMENT NUMBER 22112 IN CLERK'S COUNTY CLERK'S OFFICE, ILLINOIS, SAID EAST PART OF THE NORTHWEST QUARTER OF SECTION ONE (1) TOWNSHIP FORTY TWO NORTH, RANGE ONE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMBINING AT THE NORTHWEST CORNER OF LOT EIGHT (8) IN BLOCK ONE (1) IN LEVINE LEISBERG'S ADDITION TO ONTARIOVILLE, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 121.0 FEET TO A POINT IN THE SOUTH LINE OF PUBLIC ALLEY, A SAID BLOCK, THENCE NORTH BEARING EAST ON SAID SOUTH LINE OF ALLEY, 102.4 FEET, THENCE SOUTH 1 DEGREE WEST 12.4 FEET TO A STAKE IN SOUTHWEST CORNER OF LOT FOUR (4) IN SAID BLOCK, THENCE 122.0 FEET TO STAKE, THENCE SOUTH BEARING WEST 10.0 FEET TO A POINT IN THE SOUTH LINE OF SAID ALLEY, 119.4 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES WEST, PARALLEL WITH SAID SOUTH LINE, 232.0 FEET TO A STAKE IN THE WEST LINE OF LOT FOURTEEN (14) IN SAID BLOCK ONE (1), THENCE SOUTH 1 DEGREE EAST ON THE WEST LINE OF SAID BLOCK, 184.0 FEET TO THE SOUTH LINE OF SAID ALLEY, THENCE NORTH BEARING EAST ON SAID SOUTH LINE OF ALLEY, 200.0 FEET, THENCE SOUTH 1 DEGREE WEST 95.0 FEET, TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 80 FEET AS SHOWN ALONG THE NORTH AND SOUTH LINE THEREOF, IN CLERK'S COUNTY CLERK'S OFFICE.

PARCEL TWO  
THE EAST 80 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF THE FOLLOWING DESCRIBED PARCEL, THAT PART OF THE NORTHWEST QUARTER OF SECTION ONE (1) TOWNSHIP FORTY TWO NORTH, RANGE ONE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMBINING AT THE NORTHWEST CORNER OF LOT EIGHT (8) IN BLOCK ONE (1) IN LEVINE LEISBERG'S ADDITION TO ONTARIOVILLE, THENCE SOUTH ON THE EAST LINE OF SAID LOT, 121.0 FEET TO A POINT IN THE SOUTH LINE OF PUBLIC ALLEY IN SAID BLOCK, THENCE NORTH 80 DEGREES EAST ON SAID SOUTH LINE OF ALLEY, 150.0 FEET, THENCE SOUTH 1 DEGREE WEST 12.4 FEET TO A STAKE IN SOUTHWEST CORNER OF LOT FOUR (4) IN SAID BLOCK, THENCE 122.0 FEET TO STAKE, THENCE SOUTH 89 DEGREES WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK ONE (1), 232.0 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES WEST, PARALLEL WITH SAID SOUTH LINE, 200.0 FEET TO A STAKE IN THE WEST LINE OF LOT FOURTEEN (14) IN SAID BLOCK ONE (1), THENCE NORTH 1 DEGREE EAST ON THE WEST LINE OF SAID BLOCK, 184.0 FEET TO THE SOUTH LINE OF SAID ALLEY, THENCE NORTH BEARING EAST ON SAID SOUTH LINE OF ALLEY, 200.0 FEET, THENCE SOUTH 1 DEGREE WEST, 95.0 FEET, TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 80 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINE THEREOF, IN CLERK'S COUNTY CLERK'S OFFICE.

CONTAINING 3838 SQUARE FEET OR 0.087 ACRES, MORE OR LESS

SITE LOCATION MAP



SHEET: 1 OF 1

PARCEL NO. 01-21-201-001  
01-21-201-002

ADDRESS 1883E DEVON AVENUE  
HANOVER PARK, ILLINOIS

SCALE ONE INCH = TWENTY FEET

DRAWING NO. 16-16158

ORDERED BY MR. KEVIN J. SWAN  
CLASSIC COMPUTER SYSTEMS

COMPARE ALL POINT BEFORE BUILDING BY SAME AND AT ONCE  
REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER  
RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR CONTRACT  
SERV. TITLE INSURANCE POLICY AND ZONING DETERMINE BASIS OF  
BEARINGS SHOWN HEREON HAVE BEEN ASSURED

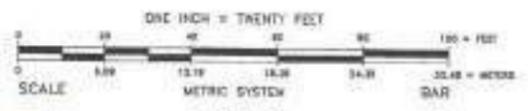
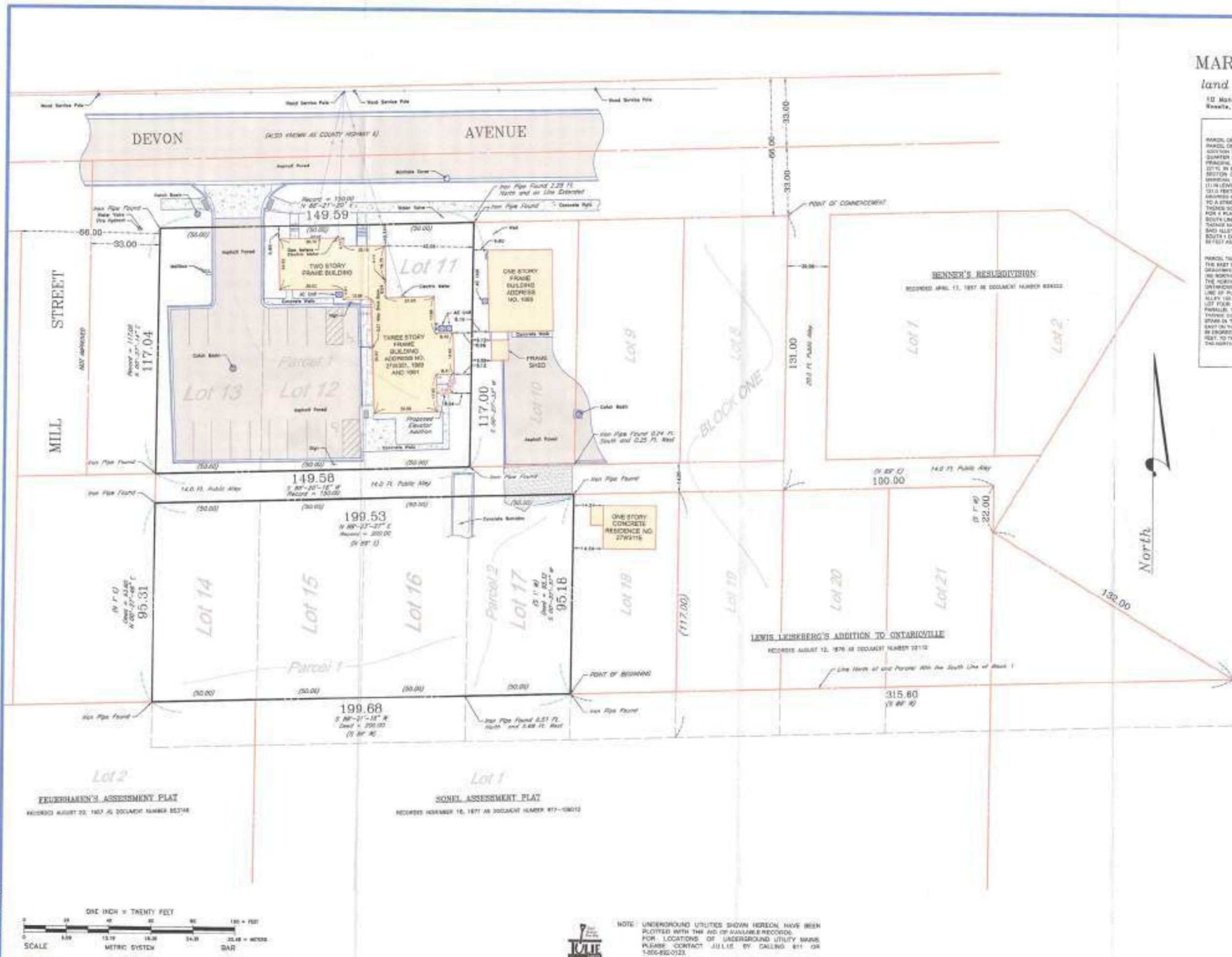
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A SURVEYING SURVEY

STATE OF ILLINOIS  
COUNTY OF COVING

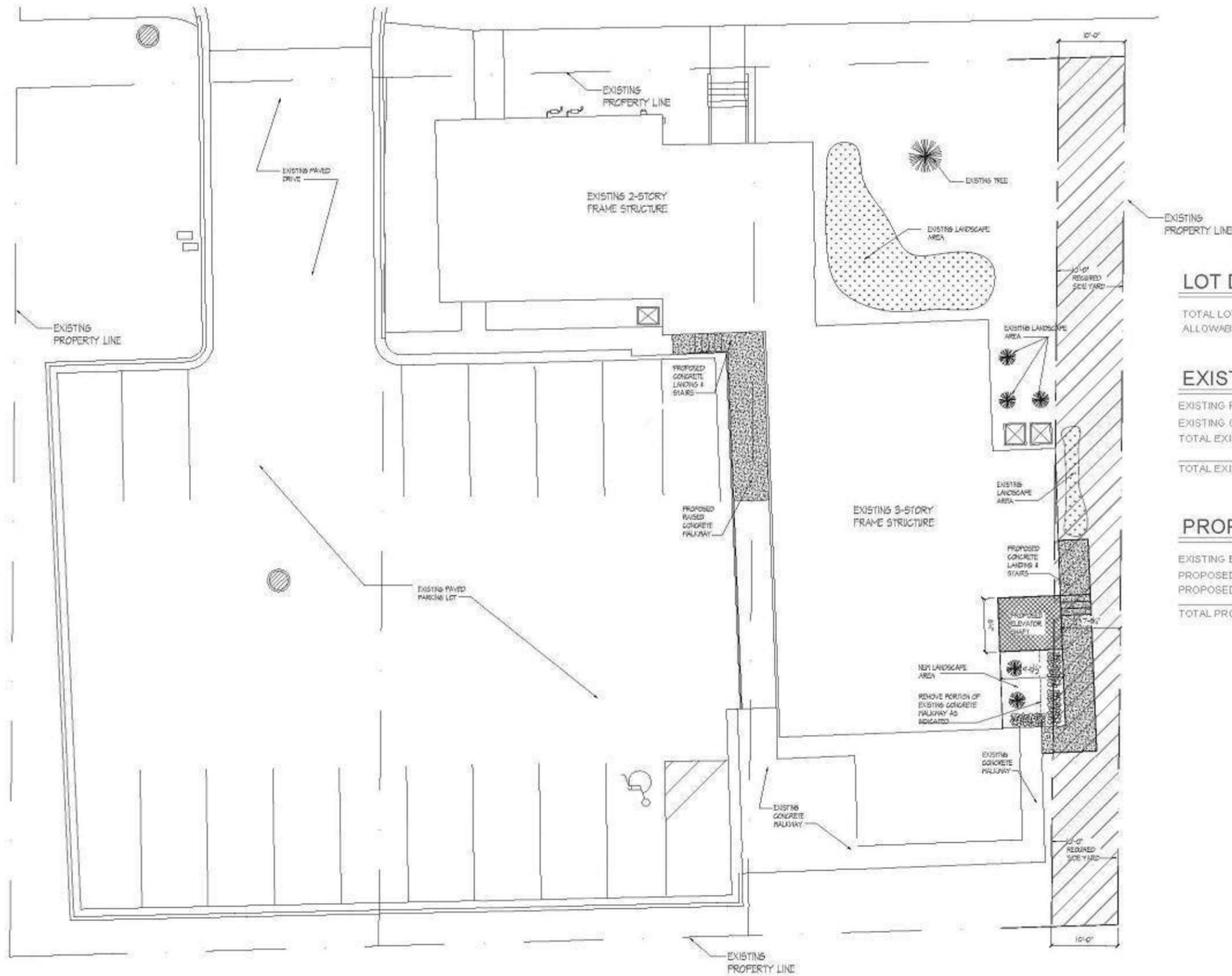
I, PAUL H. MARCO-BISE, HEREBY CERTIFY THAT I HAVE EXAMINED THE  
ABOVE DESCRIBED PROPERTY AND THAT THE REPRODUCTION IS  
A CORRECT REPRESENTATION OF SAID SURVEY

DATED AT ROSELLE, ILLINOIS, OCTOBER 3, 2015

Professional seal and signature of Paul H. Marco-Bise, Surveyor No. 2481, State of Illinois, Commission Expires on November 30, 2018.



NOTE: UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN  
PLOTTED WITH THE AID OF AVAILABLE RECORDS  
FOR LOCATIONS OF UNDERGROUND UTILITY MARKS.  
PLEASE CONTACT JULIE BY CALLING 811 OR  
1-800-422-0123.



**LOT DATA**

TOTAL LOT SQUARE FOOTAGE = 21,897 / 75% = 16,428 SQUARE FEET  
 ALLOWABLE LOT COVERAGE = 16,428 SQUARE FEET

**EXISTING COVERAGE**

EXISTING PAVED PARKING LOT & DRIVE = 9,818 SQUARE FEET  
 EXISTING CONCRETE WALKWAY AND RAMP = 1,079 SQUARE FEET  
 TOTAL EXISTING BUILDING COVERAGE = 3,871 SQUARE FEET

TOTAL EXISTING LOT COVERAGE = 14,768 SQUARE FEET (67% LOT COVERAGE)

**PROPOSED COVERAGE**

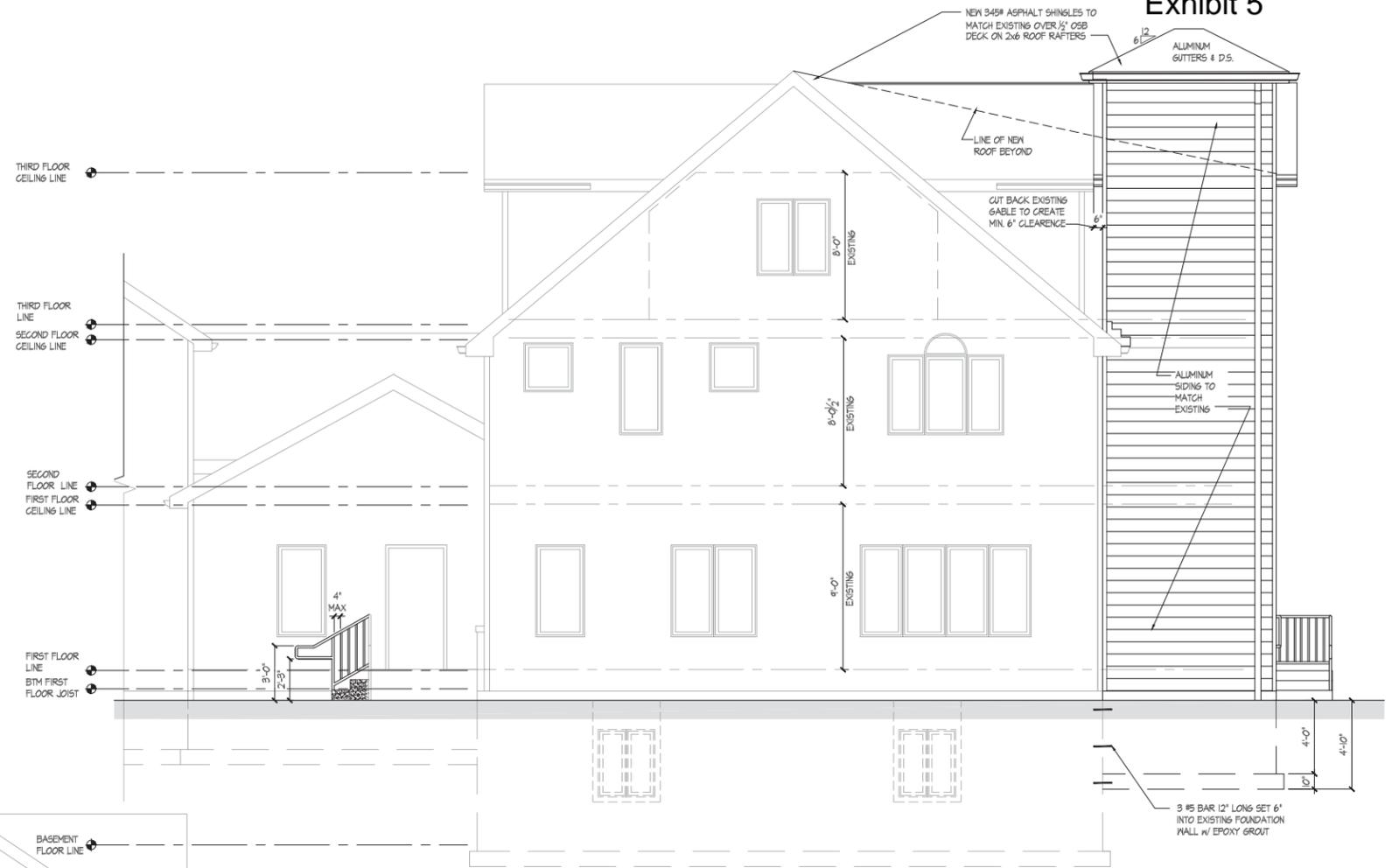
EXISTING BUILDING COVERAGE = 3,871 SQUARE FEET  
 PROPOSED ADDITION SQUARE FOOTAGE = 76 SQUARE FEET  
 PROPOSED CONCRETE WALK, STAIRS AND LANDING = 76 SQUARE FEET

TOTAL PROPOSED LOT COVERAGE = 14,932 SQUARE FEET (69% LOT COVERAGE)

PROJECT:  
 ELEVATOR ADDITION &  
 INTERIOR REMODELING FOR:  
  
 1988 DEVON  
 HANOVER PARK, IL

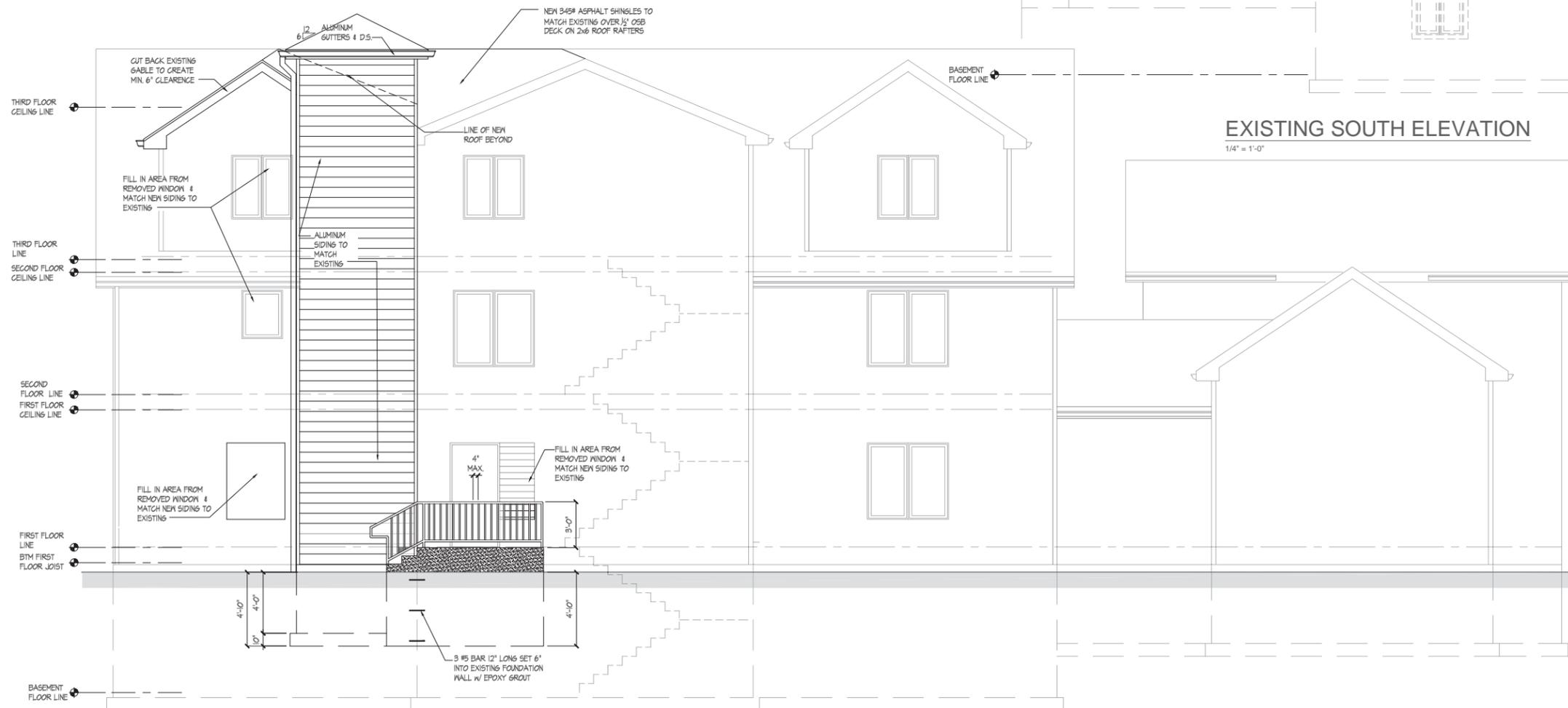
*EVM*  
 EVM ASSOCIATES, LLC  
 ARCHITECTS  
 INTERIOR  
 SPACE PLANNERS  
 60 WEST MAIN STREET  
 LEWIS, IL 60146  
 630-965-6600  
  
 EMAIL: EVM@EVMARCH.COM  
 WWW.EVMARCH.COM  
 6090 ARROW HOLLOW, P.O. BOX 272  
 63010 PETERSBURG, MISSOURI 64482-0272  
 ©2016 EVM ASSOCIATES, LLC

DATE:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 VARIANCE SUBMITTAL 11-18-2016



EXISTING SOUTH ELEVATION

1/4" = 1'-0"



EXISTING EAST ELEVATION

1/4" = 1'-0"



*W. J. Collins*

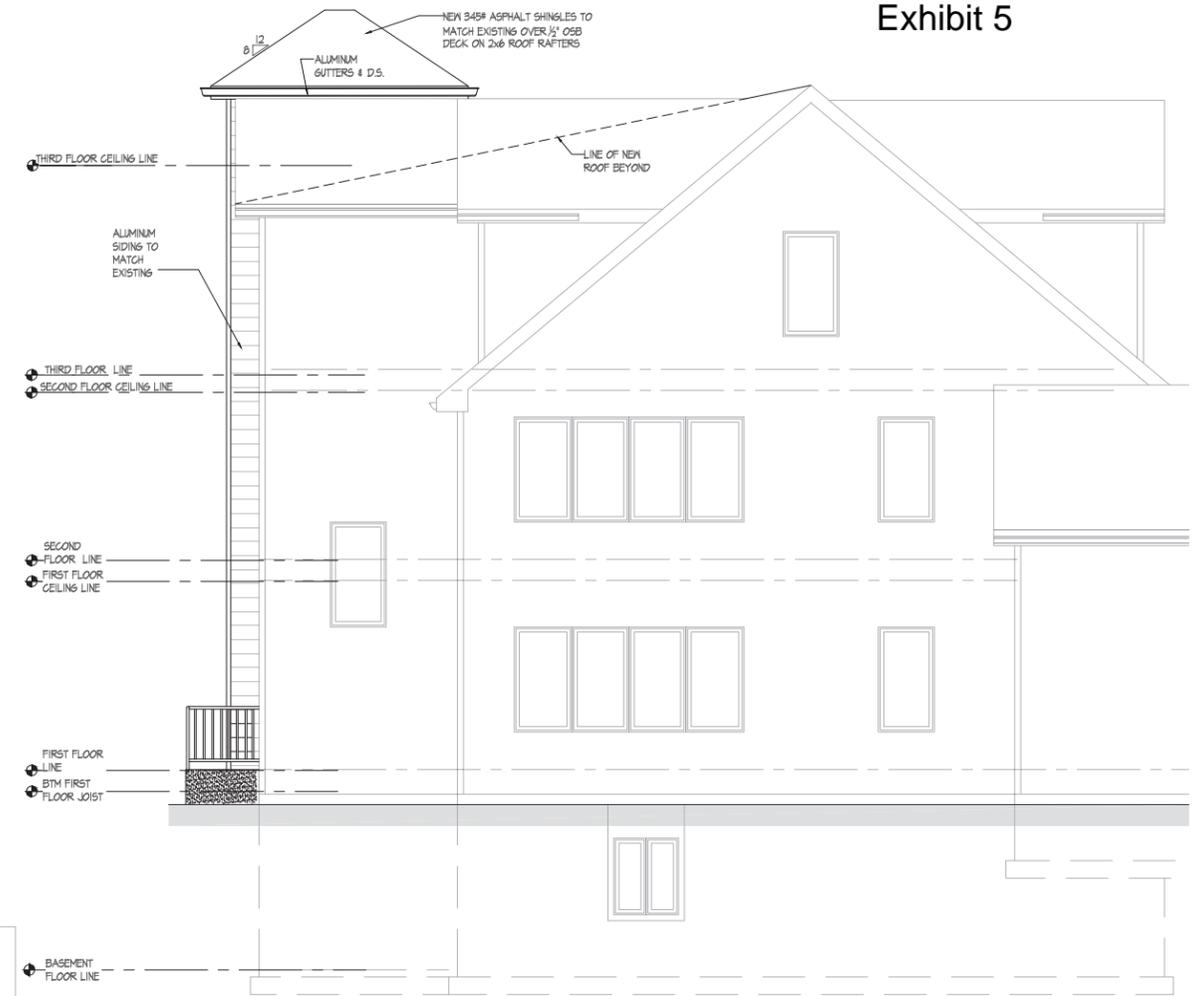
PROJECT:  
ELEVATOR ADDITION &  
INTERIOR REMODELING FOR:

1989 DEVON  
HANOVER PARK, IL

**BVM**  
BVM ASSOCIATES, LLC  
ARCHITECTS  
DESIGNERS  
SPACE PLANNERS  
80 WEST MAIN STREET  
LEWISTON, IL 60546  
630-468-6680  
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MEMBER AMERICAN INSTITUTE OF ARCHITECTS  
LICENSED PROFESSIONAL DESIGNER FOR ILLINOIS  
© 2016 BVM ASSOCIATES, LLC

DATE:
PERMIT ZONING RELEASE 12-2-2016
PERMIT REVIEW RELEASE 10-20-2016
RELEASED FOR PERMIT & BID 6-24-2016

SCALE:	SHEET:
	A-1



EXISTING NORTH ELEVATION

1/4" = 1'-0"



EXISTING WEST ELEVATION

1/4" = 1'-0"



*William J. O'Sullivan*

PROJECT:  
ELEVATOR ADDITION &  
INTERIOR REMODELING FOR:

1989 DEVON  
HANOVER PARK, IL

**BVM**  
BVM ASSOCIATES, LLC  
ARCHITECTS  
DESIGNERS  
SPACE PLANNERS  
80 WEST MAIN STREET  
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DATE:
PERMIT ZONING RELEASE 12-2-2016
PERMIT REVIEW RELEASE 10-20-2016
RELEASED FOR PERMIT & BID 6-24-2016

SCALE:	SHEET:
	A-1.2





**Village of Hanover Park  
Community & Economic Development Department**

**STAFF MEMORANDUM**

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**TO:** Chairman Wachsmuth and members of the Development Commission

**FROM:** Shubhra Govind, Director of Community & Eco. Development  
Patrick Ainsworth, Village Planner

**SUBJECT:** **Public Hearing to consider modifications for a Mixed-Use Senior Housing Development with a Commercial Retail Pad that consists of: Preliminary Plat of Subdivision, Special Use for a Planned Unit Development with variations, Special Use for a Multifamily building over 40 feet in height, Special Use for a Nursing home and a Special Use for Single family attached row dwellings (party wall) with more than four dwellings in a row or building for the property located at 900 Irving Park Road (former Menard's site)**

**ACTION REQUESTED:**     Approval     Denial     Information

**MEETING DATE:** **December 8, 2016**

---

**SITE INFORMATION**

Existing Zoning:                    B-2, Local Business & R-4, Multiple-Family Residence  
Existing Land Use:                Vacant Land  
Property Size:                    502,265 square feet (11.5 acres)  
PINs:                                07-29-300-004-000 & 07-30-400-006-0000

**SURROUNDING ZONING AND LAND USES**

	<b>ZONING</b>	<b>EXISTING LAND USE</b>
<b>NORTH:</b>	R-4, Multi-Family Residence	Multiple Family Townhomes
<b>SOUTH:</b>	R-3, Two Family Residence & B-2, Local Business	Two Family/Attached Residential Neighborhood Commercial
<b>EAST:</b>	B-2, Local Business	Neighborhood Commercial
<b>WEST:</b>	R-2, Single Family Residence	Single Family Residential

**REQUEST SUMMARY**

The following is scheduled for Development Commission review at 7:00 p.m. on December 8, 2016 in the Community Room of the Hanover Park Police Station, 2011 Lake Street: to consider a request by Anuja Gupta, Aman Living, LLC (applicant) on behalf Chicago Trust Company #SBL-4135 (property owners) for modifications to an existing Planned Unit Development Application that was originally heard by the Development Commission on May 12, 2016. The

subject property is located at 900 Irving Park Road and the **following amendments** to the application are to be considered:

- A Special Use for a Planned Unit Development, Sections 110-4.6. and 110-5.6.3.i, which will include the following variations:
  - Variance from Section 110-5.6.4.c. to exceed 50% lot coverage for the R-4 zoned portion of the property;
  - Variance from Section 110-5.6.4.e. to exceed the maximum allowable density of 12 dwelling units per acre;
  - Variance from Section 110-5.6.4.b(3) to reduce the 30 foot required corner side yard to 9.42 feet for select single family attached buildings;
  - Variance from Section 110-5.6.4.b(2)(c) to reduce the distance between single family attached buildings from 20 feet to 15 feet for select single family attached buildings;
  - Variance from Section 110-5.6.4.b(1) to reduce the 30 foot required front yard setback to 8.4 feet for the multi-story building;
  - Variance from Section 110.5.6.4.b(2)(b) to reduce the required side yard setback for a building containing more than three units from 29.5 feet to 14 feet for the multi-story building;
  - Variance from Section 6-7(a)(2) to allow for three illuminated Subdivision Identification Sign to be mounted to the Multi-story building
- A Preliminary Plat of Subdivision per Sections 110-4.6 and 90-122

### **BACKGROUND**

The subject property is located at the north east corner of Olde Salem Road and Irving Park Roads. The applicant came before the Development Commission on May 12, 2106 to present a Planned Unit Development (PUD) application for a mixed-use senior housing development which was unanimously recommended for approval by the Development Commission to the Village Board. Since then, the Village Board approved the rezoning request (Ordinance 16-24), but the applicant has made changes to the PUD application. At the November 17, 2016 Village Board Meeting, a motion was made by the Village Board of Trustees to have all modifications to the PUD application be reviewed by the Development Commission in a Public Hearing.

The majority of the development will remain the same as compared to the application proposed at the May 12, 2016 Development Commission Meeting. However the following items are overall the changes under consideration:

- 55 Townhome units (up from 54 units as presented on May 12, 2106)
- A four and five-story building that will contain the following elements:
  - 80 Condominium units (up from 75 units as presented on May 12, 2016)
  - 68 Assisted living units (up from 59 units as presented on May 12, 2016)
  - 12 memory care units (down from 26 units as presented on May 12, 2016)
- Adding a Pergola Park south of the multi-story building
- Adding 180,000 square feet of open space (a reduction from 200,000 square feet as presented on May 12, 2016)
- Adding a separate entrance off of Olde Salem Road to service the commercial retail lot
- Rotating one of the single family attached buildings

- Increasing the footprint, modifying the elevation, floor plan and layout of the multi-story building to separate the assisted living and memory care from the condominium units
- Reconfiguring the entrances to the multi-story building to better serve the internal operations
- Designing modifications to the detention area
- Adding six more off-street parking spaces

Except for the one townhouse building being rotated, all of the other townhouse buildings will remain the same. Additionally, the applicant removed the footprint of the commercial retail building from the modified drawings as there is no commercial user identified at this time. The applicant is still requesting the variations tied with the 1.19 acre B-2 zoned lot and is also proposing an additional access drive to serve this site separately.

The multi-story building experienced several modifications as compared to the May 12, 2016 application. The footprint of the building was enlarged, but the building now has two wings, one being four stories that encompasses the assisted living and memory care and the other wing, with five stories, contains the condominium units. These two wings are connected with a single-story club house and dining room. The new building layout helps with increasing efficiency in the services and also separates the assisted living and memory care units from the independent living condominium units. While the bulk of the building has been broken up, the building materials and architectural treatments have not changed.

Additional landscaping features have been added to the modified proposal such as adding a pergola park south of the multi-story building and the developer will be adding landscaping to the medians within the Olde Salem Road right-of-way to help deliver a consistent landscaping theme when entering into the development. As part of the modifications, the applicant has submitted an updated Traffic Study that calculated the new trips generated. There was an insignificant change in the number of trips generated from the proposed development and this subject is discussed in more detail below.

The property will still be maintained by the developer and then the Home Owner's Association as the ownership will transfer over time. Please see Exhibit 2 (Project Narrative) for the applicant's overview of the project and explanation on how the proposed development advances the Comprehensive Plan. Also, please see Exhibits 2a through 2c (Private Declarations) for the Declarations that will privately regulate the development in addition to applicable Village Codes.

## **STAFF ANALYSIS & DISCUSSION**

### **Compliance with Village Plans and Studies**

#### **Comprehensive Plan**

The proposed development continues to be consistent with the Comprehensive Plan. Village of Hanover Park's Comprehensive Plan, adopted in 2010, lays out the vision for future development within the community. This vision is guided by looking at current conditions and assessing future development trends which in turn helps the Village make educated decisions on development and redevelopment proposals. On numerous occasions, the Comprehensive Plan cites the need to provide senior housing options for the aging population. Those general

citations/recommendations as well as how this project meets these recommendations (in italics) are as follows:

- Community Assessment Report –Healthcare - Page 23 – The 40+ age group is growing in Hanover Park and there are very few senior housing options for Hanover Park residents to consider within the Village.
  - o *The proposed project acknowledges this part of the Comprehensive Plan by offering housing options to existing and future residents as a 55+ community. The overall development will offer a “continuum of care” which includes active, independent living, assisted living and memory care units.*
- Community Assessment Report – Housing – Page 24 – The Village of Hanover Park lacks condominiums and townhomes which indicates a gap in housing options for empty nesters.
  - o *The proposed project acknowledges this gap by offering options to future residents both condominiums and townhomes. Additionally, many of the townhomes will be one-story ranches and the two-story townhomes will have first floor master bedroom to assist with residents who have a difficult time using stairs.*
- Community Assessment Report – Housing – Page 25 – This portion of the Comprehensive Plan calls for future attractive residential developments that will cater to a diverse range of housing income levels and a diverse range of living situations.
  - o *The proposed project will advance this statement by offering a wide range of pricing and housing style options for the future residents as the condominiums start at one-bedroom options in size from 670 square feet to three bedroom townhouse options in size up to 2,200 square feet.*
- Vision, Goals and Objectives for Housing and Neighborhoods – Page 77 – The Comprehensive Plan contains several strategies, goals and objectives to capture more housing options. The objectives listed below parallel the goals of the proposed development:
  - o Objective 2.1.1. – “Encourage the development of more senior housing options in the village....in proximity to business districts where there is more convenient access to shopping, services and transportation”;
  - o Objective 2.1.2 – “Encourage and support a mix of residential unit types, including....townhomes, condominiums....and senior living facilities, which foster a healthy mix of residents from varying age groups and life situations”; and
  - o Objective 2.1.3 - “Encourage infill residential development on vacant properties and redevelopment of under-utilized...properties in order to integrate new housing into existing neighborhoods and to encourage development that will diversify both the housing stock and neighborhood design”.
- Special Areas Plan – Page 150 – Encouragement of Infill and Revitalization of Underused Properties – The Comprehensive Plan states that, “infill and increased density is recommended in certain areas to renew older neighborhood and housing stock, strengthen the real estate market and property values....The redevelopment of obsolete or underutilized parcels provides opportunities....to restore open space”.
  - o *This project will advance this statement by building the development with high construction standards, modern finishes and a wide variety of amenities that will benefit both the future residents and the entire community. Moreover, the proposed development will add approximately 180,000 square feet of new open space which includes extensive landscaping and a one-acre detention pond with water features.*

## Irving Park Road Corridor Technical Assistance Report

The Village of Hanover Park received a grant from the Chicago Metropolitan Agency for Planning (CMAP) back in 2012 which resulted in a Technical Assistant Report on Hanover Park's portion of Irving Park Road. This report, dated August 1-2, 2012, provides several goals, objectives and strategies to rejuvenate the Irving Park Road corridor. The items discussed that parallel the proposed project include:

- Page 13 – “[Repositioning] this parcel as a mixed-use development” – The study talks about that the revitalization of this specific property will set a “branding standard” the Village of Hanover Park as visitors enter the Village using Irving Park Road;
- Page 14 - Develop the former Menard’s site into multi-family housing; and
- Page 17 – Senior Housing - This Study acknowledges that the Village of Hanover Park does not contain any independent living facilities for the senior-aged residents. The Study recommends capturing the demand for senior housing as part of the Irving Park Road corridor enhancements.

### Compliance with Village Zoning Ordinance

The property is currently zoned B-2, Local Business and R-4, Multiple-Family Residence. However, the applicant is not proposing any commercial retail building at this time, but they are still requesting a couple of variances as part of the PUD application. The bulk regulations of the proposed development in the two zoning districts are summarized in the tables below:

#### **R-4, Multifamily Residence Bulk Regulations**

<b>900 Irving Park Road</b>	<b>Required</b>	<b>May 12<sup>th</sup> Proposal</b>	<b>December 8<sup>th</sup> Proposal</b>
Max Allowed Density (townhouses and condominiums only)	12 d.u./acre	<b>12.5 d.u./acre*</b>	<b>13 d.u./acre*</b>
Maximum Allowable Density (all housing options)	12 d.u./acre	<b>20.7 d.u./acre*</b>	<b>20.9 d.u./acre*</b>
Number of Single Family Attached Units Allowed	4**	6	6
Distance between buildings	20 feet	<b>15 feet</b>	<b>15 ft</b>
Front Yard Setback (Townhomes)	30 ft	<b>21 ft</b>	<b>21 ft</b>
Front Yard Setback (Multi-story building)	30 ft	<b>10 ft</b>	<b>8.4 ft</b>
Rear Yard Setback (Townhomes)	30 ft	<b>16 ft</b>	<b>16 ft</b>
Rear Yard Setback (Multi-story building)	30 ft	88 ft	50.7 ft
Corner Side Yard Setback	30 ft	<b>9 ft</b>	<b>9.42 ft</b>
Interior Side Yard Setback (Four Units or Less)	10 ft	<b>7.5 ft</b>	<b>7.5 ft</b>
Interior Side Yard Setback (Four Units or More Townhomes)	13.5 ft	24 ft	25.45 ft
Interior Side Yard Setback (More than Four Units, Multistory Bldg.)	29.5 ft	<b>28 ft</b>	<b>14 ft</b>
Building Height (Multistory building)	40 ft max***	64 ft	50.67 - 64 ft
Building Height (Townhomes)	40 ft max	26.5-32 ft	26.5-32 ft
Parking Spaces	128	297	303
Maximum Lot Coverage	50%	<b>58%</b>	<b>59.7%</b>

\*The two density calculations assess the combination of townhomes and condominiums only and then all the units combined.

\*\*Any single family attached dwelling unit that contains more than four dwelling units per building shall request a Special Use under Code Section 110-5.6.3.b.

\*\*\*Any building taller than 40 feet shall request a Special Use under Code Section 110-5.6.3.a.

**B-2, Local Business Bulk Regulations**

<b>900 Irving Park Road</b>	<b>Required</b>	<b>Proposed</b>
Interior Side Yard Setback	30 ft	<b>8 ft</b>
Lot Size	1 acre	1.19 acres
Lot Coverage	75% (max)	<b>78%</b>
Required Parking (Drinking/Eating Establishments)	12 spaces/1,000 gfa	<b>11 spaces/1,000 gfa</b>
Landscape Buffer B-2 to R-4	10 ft	<b>8 ft</b>

There are no changes proposed for the B-2 zoned parcel as compared to the May 12, 2016 proposal.

All the bolded figures in the tables above are variance requests as part of the PUD application. Please see Exhibits 3 through 5 (Architectural Drawings, Preliminary Engineering Drawings and Preliminary Plat of Subdivision) for the proposed project drawings for the layout, landscaping, setbacks, density and parking calculations.

**Discussion on PUD/Variance Requests**

The small amount of changes proposed in the revised plan include the addition of one dwelling unit, the enlargement of the multi-story foot print and the reconfiguration of one of the townhome. However, as the drawings have further developed, some of the setbacks for the buildings have changed by mere inches. As such, the discussion related to the requested PUD with variations remains largely unchanged as compared to the May 2, 2016 proposal. In order for the applicant to apply for a Planned Unit Development, the applicant’s proposal should meet one or more objectives identified in Code Section 110-4.6.1. These objectives work to balance the needs of the applicant and the additional public benefits gained from permitting the Planned Unit Development. The added density, reduction in setbacks and lot coverage bonus will result in several public benefits that meet the following identified Planned Unit Development objectives:

- A maximum choice in types of environment available to the public by allowing development that would not be possible under the strict application of other sections of this chapter;
- A creative approach to the use of land and its related physical development that results in improved development and design and the construction of aesthetic amenities;
- An efficient use of the land resulting in more economic networks of utilities and streets; and
- Land use that promotes the public health safety and welfare.

The proposed development has been carefully designed and laid out to provide a wide variety of housing options with a large amount of amenities. The applicant has requested a series of variances through the Planned Unit Development (PUD) process to allow for the variety of housing options to the community and to deliver a product that can support the level of service that senior housing requires. Planned Unit Developments allow for flexibility with certain Village Codes in order to achieve a high quality project that would not be feasible without such flexibility. The applicant has proposed the project through the PUD process in order to provide a series of improvements that will advance the spirit and intent of the Planned Unit Development Ordinance. Those improvements include:

- Revitalizing a blighted property that has been vacant for eight years;
- Eliminating an asphalt parking lot and concrete slab foundation which causes drainage issues for the surrounding properties;
- Adding approximately 180,000 square feet of new open space;
- Installing a code-compliant detention pond with a water feature;
- Adding several walking paths and sidewalks that will serve both the public and the residents of the proposed development;
- Adding a wide variety of housing options to residents over 55 years where no such housing option currently exists within the community;
- Adding a commercial retail parcel that will service the new development and the rest of the area;
- Adding landscaping to the medians within the Olde Salem Road right-of-way to match the level of landscaping found within the development;
- Installing a significant amount of landscaping to add aesthetic appeal to the property and to the surrounding area; and
- Constructing the buildings with high quality building materials which adds visual appeal to the area and could raise property values.

The proposed development caters to a wide range of senior residents with various lifestyles. When constructed, the development will offer a “continuum of care” that is currently not available within the Village of Hanover Park. The applicant has studied the market and has found that the range of lifestyles offered in this project will fill a much needed gap in housing options (please see Exhibit 6- Market Study).

**Compliance with Hanover Park Subdivision Ordinance**

Currently, the subject property is made up of two lots of record; however, part of the application request is a Preliminary Plat of Subdivision. The Preliminary Plat of Subdivision is attached to the Staff Report as Exhibit 5 (Preliminary Plat of Subdivision) and has been reviewed by Village Staff for location of easements, layout of the site and proper ingress/egress arrangements. Since this application is going through a Special Use for a Planned Unit Development, Code Section 110-5.6.4.a(3), states that the proposed residential lot sizes can be prescribed as part of the Special Use request. As such, the table below shows the lot sizes for the townhomes and the multistory building:

Lot Size (More than Three Units) Townhomes*	8,880 – 13,580 sf
Lot Size (More than Three Units) Multistory Bldg. *	43,741 sf

\*Per Code Section 110-5.6.4.a(3) –the lot sizes can be prescribed for properties that are going through the Special Use process. As such, the lot R-4 lot sizes shown above shall be the lot sizes that will be platted.

The lot size of the new commercial retail parcel is 1.19 acres in size where a one acre minimum is required for new B-2 zoned lots. The applicant/developer will pay all impact fees to the Park and Library Districts at time of building permit. There will be no School District impact fees associated with this development as the property is age-restricted and the Declarations governing this property will be recorded with the Plat of Subdivision to ensure that the age restriction lays

with the land. A Bond or Letter of Credit may be required by the Village Engineer for the proposed improvements, in which case the applicant/developer shall work with the Village Engineer to produce such a bond for all eligible improvements.

### **Traffic & Site improvements**

#### **Traffic Study**

An updated traffic and parking impact study for the proposed development was completed by the petitioner. Based on the developments location and the proposed use, the study projected that 953 trips will be generated from the development each day whereas the former use, a 130,000 square foot home improvement store, generated 3,996 vehicle trips which is a reduction of 3,043 trips per day. The rezoning from B-2 to the majority of R-4 PUD and the notion that all units will be senior housing helps to significantly decrease the amount of traffic generated from this site as compared to the former active use. The development proposal presented at the May 12<sup>th</sup> Development Commission Meeting showed a total of 949 trips would be generated. As such, the modified proposed yields an insignificant increase of four more vehicle trips per day. All trip generation calculations were taken from the Institute of Transportation Engineer's Trip Generation 9<sup>th</sup> Edition. Please see Exhibit 7 – Traffic Impact Study.

The applicant has proposed a separate entrance for the commercial retail pad onto Olde Salem Road. The traffic study found that there be very limited impact on existing road networks due to the proposed development.

Staff concurs with the findings of the Traffic Impact Study and finds that the proposed development provides adequate parking and will not negatively impact adjacent traffic patterns.

#### **Site Improvements**

The proposed development will utilize the water and sanitary sewer connections along both Olde Salem Road and Olde Salem Circle. Fire hydrants have been located within the development that meets Fire Department standards. Based on current Village requirements, stormwater detention is required for this site. The stormwater generated from the site will all drain to the new detention pond located at the south property line. This pond will contain a release valve that will slowly drain any excess stormwater into the Village storm system over time.

A new sidewalk will be constructed for public use along the property's west property line. This new sidewalk will connect Irving Park Road to the Olde Salem Townhouse development. The applicant has also provided a seven-foot pedestrian access easement that will encompass the new sidewalk. All other sidewalks and roads constructed within the property will be private and the developer/Home Owner's Association will be responsible for the maintenance of these improvements for the life of the development. The proposed development will also include a streetlight network to illuminate the private road network. The developer/Home Owner's Association will also be responsible for maintaining these lights for the life of the development.

Staff will continue to work with the applicant and the development team on final site improvements during the building and site preparation permit process.

### **STAFF REVIEW**

As part of the Development Commission Application review process, the following departments reviewed the proposed preliminary drawings: Fire Departments, Inspectional Services, Public Works, Police Department and Community and Economic Development. The applicant has been working with Village Staff for several months to incorporate the comments to reduce any potential impact on surrounding properties and to advance the public health, safety and welfare. All staff review comments have been incorporated into the drawings and/or conditions associated with this application.

### **PUBLIC COMMENT**

To date, staff has received numerous inquiries about the project, but no written public comments related to the application have been submitted.

### **RECOMMENDATION**

For the purpose of ease of use, the following conditions accommodate for the modifications made to the PUD **and** for the remaining conditions that still apply to this property as presented with the May 12, 2016 Development Commission proposal. Move to recommend approval of the request and adopt the draft Findings of Fact recommending approval for the following requests: Preliminary Plat of Subdivision, Special Use for a Planned Unit Development with variations, Special Use for a Multifamily building over 40 feet in height, Special Use for a Nursing home, and Special Use for Single family attached row dwellings (party wall) with more than four dwellings in a row or building, with the following conditions:

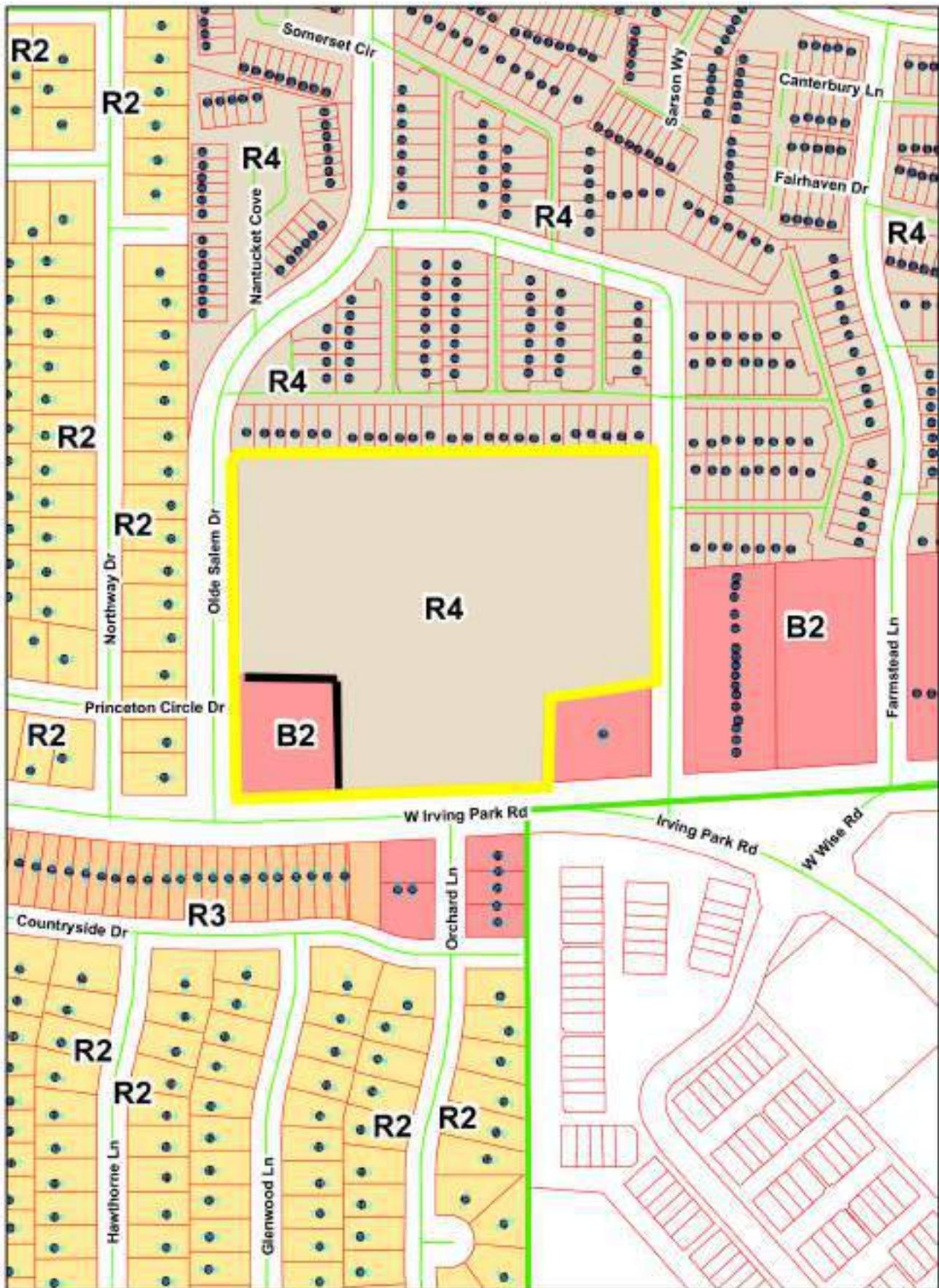
1. The PUD, Special Uses, Rezoning and Plat of Subdivision shall substantially conform to the staff report, architectural and landscape drawings prepared by HKM Architects dated November 18, 2016, the engineering drawings prepared by RWG Engineering, LLC dated November 18, 2016 and the Plat of Subdivision drawings prepared by Compass Surveying LTD dated November 18, 2016, except as such plans and drawings may be modified to conform to the Village codes and ordinances.
2. The applicant/developer shall be responsible for all Impact Fees associated with this development prior to the issuance of any building permit.
3. All buildings shall be equipped with an automatic suppression system and an alarm system.
4. The applicant shall construct the sidewalk along the west property line parallel to Olde Salem Road to the standards prescribed by the Village Engineer.
5. The applicant shall construct the sidewalk connecting the future retail building to the public sidewalk on Irving Park Road when a commercial building is constructed.
6. The landscape medians within the Olde Salem Road right-of-way shall be landscaped by the applicant to match the Landscape Drawings prepared by HKM Architects dated November 18, 2016. The landscaping within the median shall be maintained by the applicant or an authorized designee for the life of the development.
7. The modifications to the shape and location of the landscape medians within the Olde Salem Road right-of-way shall match the Engineering Drawings prepared by RWG Engineering, LLC dated November 18, 2016.

8. The proposed private road network shall remain in private control for the life of the development. The developer/Home Owner's Association shall have the exclusive responsibility of maintaining all private road and all sidewalks within the development through the life of development.
9. Snow removal within the proposed development shall be the exclusive responsibility of the developer/Home Owner's Association for the life of the development.
10. All streetlights installed within the development shall be the exclusive responsibility of the developer/Home Owner's Association for the life of the development.
11. The applicant/developer shall bury all electric utility lines within this development.
12. The applicant shall post a Bond or Letter of Credit in the amount prescribed the Village Engineer, if necessary, prior to Village Board approval for the Final Plat of Subdivision.
13. The applicant shall provide auxiliary valves for all fire hydrants within the development.
14. The future commercial building shall match the color palette and choice of materials as used in the proposed multistory building.
15. All Declarations associated with this application shall be reviewed and approved by the Village prior to Village Board approval.
16. All associated Declarations of Easements, Conditions and Restrictions and By-Laws for the development shall be recorded with the plat of subdivision.
17. Any future amendments to the Declarations in regards to private road maintenance, exterior maintenance, detention basin maintenance and to the number of units that the owner can rent as "transitional care units" shall be approved by the Hanover Park Village Board of Trustees.
18. Add planting areas in the two rows of parking that exceeds 20 spaces to comply with Village Code Section 110-6.3.7.b(3).
19. That an underlying Special Service Area shall be established and recorded to ensure maintenance of storm water, private roads, parking lots, landscaping and other required private facilities prior to the first sale of any property within the development or as otherwise approved by the Village.

## **ATTACHMENTS**

- Exhibit 1 – Draft Findings of Fact
- Exhibit 2 – Applicant's Project Narrative Dated 11/18/2016
- Exhibit 3 – Architectural Drawings
- Exhibit 4 – Preliminary Engineering Drawings
- Exhibit 5 – Preliminary Plat of Subdivision
- Exhibit 6 – Market Study dated 5/12/2016
- Exhibit 7 – Traffic Impact Study Dated 10/28/2016

# Zoning Map for 900 Irving Park Road





# BOUNDARY AND TOPOGRAPHIC SURVEY

GRAPHIC SCALE



OUTLOT ONE

(ROOSEVELT ROAD)

OUTLOT ONE  
(JACKSON STREET)



SEE SHEET 1

UNIT 3 DOCUMENT NO. 26397453

NEW SALEM

OLDE SALEM LOT 1  
COMMERCIAL PARK  
DOCUMENT NO. 21833650



G:\PsdData\2015 Projects\15.0270\15.0270 BNDY TOPO.dwg

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ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

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AURORA, IL 60502  
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT  
**Hanover Park Site**  
Northeast corner of West Irving Park Road & Olde Salem Road  
Hanover Park, Illinois

CLIENT  
**Vantagepoint Engineering**  
18311 North Creek Drive, Suite F  
Tinley Park, IL 60467

2 OF 2  
SCALE: 1" = 30'  
PROJ. NO.: 15.0270

NO.	REVISIONS	DATE	BY

DATE: 9-21-15    PK TC/AW/EH    DRAWN BY MRA    CHECKED BY DF    BOOK 455 PG 6-8

**UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD EVIDENCE AND EXISTING DRAWINGS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.



**DRAFT DEVELOPMENT COMMISSION**  
**FINDINGS OF FACT**  
**PLANNED UNIT DEVELOPMENT PLAN**

**900 IRVING PARK ROAD**  
**VERANDAH SUBDIVISION, SPECIAL USES, AND P.U.D.**

**I. Subject**

Consideration of a request by Anuja Gupta (applicant) on behalf of Chicago Trust Company #SBL-4135 (property owners) for a Preliminary Plat of Subdivision, a Special Use for Multifamily building exceeding 40 feet in height, a Special Use for a Nursing Home, a Special Use for Single-family attached row dwellings (party wall) with more than four dwellings in a row or building and Special Use for a Planned Unit Development which will include variations from the requirements for:

- Variance from Section 110-5.6.4.c. to exceed 50% lot coverage for the R-4 zoned portion of the property;
- Variance from Section 110-5.6.4.e. to exceed the maximum allowable density of 12 dwelling units per acre;
- Variance from Section 110-5.6.4.b(1) to reduce the 30 foot required front yard setback to 21 feet for select single family attached buildings;
- Variance from Section 110-5.6.4.b(2)(b) to reduce the 29.5 foot required side yard setback to 14 feet for the multi-story building;
- Variance from Section 110-5.6.4.b(3) to reduce the 30 foot required corner side yard to 9.24 feet for select single family attached buildings;
- Variance from Section 110-5.6.4.b(2)(b) to reduce the 13.5 foot required side yard setback to 9 feet for select single family attached buildings;
- Variance from Section 110-5.6.4.b(2)(c) to reduce the distance between single family attached buildings from 20 feet to 15 feet;
- Variance from Section 110-5.6.4.b(4) to reduce the 30 foot required rear yard setback to 16 feet for select single family attached buildings;
- Variance from Section 110-5.6.4.b(1) to reduce the 30 foot required front yard setback to 8.4 feet for the multi-story building;
- Variance from Section 6-7(a)(2) to allow for three illuminated Subdivision Identification Sign to be mounted to the Multi-story building;
- Variance from Section 110-5.9.5.a(3) to reduce the side yard setback abutting a residential district from 30 feet to 8 feet for the commercial retail building;
- Variance from Section 110-5.9.5.c. to exceed 75% lot coverage for the B-2 zoned portion of the property;
- Variance from Section 110-6.2.3. to reduce the parking requirement, if necessary, from 12 spaces per 1,000 gfa to 11 spaces per 1,000 gfa;

- Variance from Section 110-6.3.9.a, to reduce the 10 foot landscape buffer from B-2 to R-4 to eight feet;
- Variance from Section 110-6.6.5.d(5)(c) to increase the height of a decorative fence from three feet to four feet; and

All located at 900 Irving Park Road, Hanover Park, IL.

## **II. Findings**

On December 8, 2016, after due notice as required by law, the Hanover Park Development Commission held a public hearing on the subject request concerning Subdivision, Special Uses, and a Planned Unit Development Plan. \_\_\_ members of the public appeared and \_\_\_ written objections were filed.

The Development Commission has made the following findings regarding the request:

### **Planned Unit Development Standards for Approval**

#### **A. Ownership and Site**

The site of the planned unit development is currently under single ownership.

#### **B. Consistency with Comprehensive Plan**

The proposed development is consistent with the spirit and intent of the Comprehensive Plan. While the Comprehensive Plan Future Land Use Map shows this property as Commercial, the Irving Park Road Corridor Technical Assistance Panel Report dated, August 2012, states that this property adds to the over-saturation of commercial zoned property on the Cook County side of Hanover Park. The proposed development both eliminates a blighted, commercial property and provides a unique housing model that does not currently exist within the community. The Comprehensive Plan Vision 2 Goal 2.1 Objectives 2.1.1. states, “Encourage the development of more senior housing in the village...in proximity to business districts where there is more convenient access to shopping, services and transportation.” Further, Comprehensive Plan Vision 2 Goal 2.1 Objectives 2.1.2. states the following, “Encourage and support a mix of residential unit types, including...townhouses, condominiums...and senior living facilities, which fosters a healthy mix of residents from varying age groups and life situations”. The proposed development accommodates multiple senior living lifestyles on property to create a continuum of care and advances the goals in the Comprehensive Plan.

#### **C. Compatibility**

The abutting zoning districts are R-2, Single Family Residence, R-3 Two-Family Residence, R-4, Multi-Family Residence and B-2, Local Business. Part of the proposed development was rezoned R-4, Multi-Family Residence and the southwestern corner of the property remained B-2, Local Business. The layout of the proposed development considers the abutting zoning districts as presented in the Site Plan. The proposed development contains townhomes along the west, north and east which is a natural continuation of the surrounding residential land uses. The proposed

commercial development is immediately across the street of retail commercial which helps transition the abutting land uses. The proposed use is compatible with the adjacent properties.

**D. Parking Requirements**

The development meets and exceeds the parking requirements for the land use parking requirement for “Elderly Housing”. The residential development will contain a property management team which will help to ensure that parking is constantly monitored. A traffic study by K.L.O.A., dated October 28, 2016, discusses the trip generation and parking for this development and found that the parking provided will exceed the anticipated number of users. The property will adequately accommodate the cars generated from the development on-site.

**E. Traffic**

Adequate provisions have been designed to provide ingress and egress to minimize traffic congestion on the public streets. Ingress and egress easements are provided to the site. The internal road network will be private and will be maintained by the developer/Home Owner’s Association for the life of the development. A Traffic Study conducted by K.L.O.A. dated October 28, 2016 has been submitted to the Development Commission for review and consideration to show that there will be no detriment to the surrounding road network due to the development of the proposed project.

**F. General Design**

The planned unit development is designed so as to support, enhance, and protect the public health, safety, comfort, or general welfare. The proposal will be in the public interest with regards to the following:

- (1) The proposed plan is consistent with the stated purpose of the planned unit development regulations, allowing a flexibility of regulations for a quality development, providing overall benefit to the Village.
- (2) The proposed plan meets the standards and requirements of the planned unit development regulations.
- (3) The proposed plan meets the zoning and subdivision regulations applicable to the subject property, including density, bulk, and use; except with regard to the following regulations:
  - 75% lot coverage for the B-2 zoning district
  - 50% lot coverage for the R-4 zoning district
  - Maximum allowable density of residential dwelling units
  - Front yard, side yard and rear yard setbacks for the single family attached buildings
  - Front yard and side yard setback for the multi-story building
  - Separation distance between single family attached buildings

- Reduction of required off-street parking for the commercial/retail property, if necessary
  - Allow for an illuminated Subdivision Identification Sign to be installed on the multi-story building
  - Side yard setback for commercial retail building abutting a residential zoning district
  - Reduction of the required landscaped buffer from the B-2 zoned property to the R-4 zoned property
  - Increase the height of the decorative fence from three feet to four feet
- (4) The proposed plan makes adequate provisions for public services, provides adequate control over vehicular traffic, does not impact adjacent open space, and does not negatively impact the amenities of light and air, recreation and visual enjoyment. The site is designed so as to mitigate potential off-site impacts and allow for the use to be fully served onsite.
- (5) The proposed plan will relate to and be compatible with the abutting properties and neighborhoods. The development accommodates the abutting properties by naturally continuing the land uses around the perimeter of the property and allowing for the densest portion of the project to take place in the center of the site.
- (6) The proposed plan will be desirable to the physical development, tax base, and economic well-being of the entire community. The proposal will bring a new quality development to a currently vacant site, which will increase the tax base and strengthen the economic well-being of the surrounding area and community overall. Moreover, this development will serve as a model for redevelopment and will encourage other aging and under-utilized properties to experience reinvestment.

#### **G. Conditions and Restrictions**

There are several requirements that the applicant will have to accomplish in order to both construct the proposed project and protect the interests of the surrounding property owners, residents, future residents and the general public. The requested conditions will ensure that the proposed development satisfies all applicable codes and requirements as well as ensure that the development continues to provide benefits to the public after the building is occupied. The impact of the project will result in numerous improvements to the immediate area. This project will advance many goals and objectives laid out in several adopted documents and the conditions below will ensure that those goals and objectives are advanced.

## **Special Use Standards for Approval**

### **A. Public Health, Safety, and Welfare**

The proposed special use requests will not negatively impact the public health, safety or welfare of the community. The proposed development adds to the public health safety and general welfare by providing a variety of uses to the community population that currently does not have. The developer will record several restrictions with the land to ensure that the development is properly maintained and will continue to advance the public health, safety and general welfare.

### **B. Surrounding Property Use and Value**

The proposed development will not negatively impact the use or value of other property in the immediate vicinity. The developer carefully designed and laid out the proposed development to ensure compatibility with the surrounding land uses. A majority of the surrounding properties are developed with residential uses. Moreover, a landscape plan has been provided showing how the development will minimize any potential impact to the surrounding properties. The proposed development will use quality building materials and finishes to ensure that the surrounding properties will not see diminished property values.

### **C. Conformance with Comprehensive Plan**

The proposed development is in conformance with the goals and objectives set forth in the Comprehensive Plan. The Comprehensive Plan specifically recommends and encourages senior housing developments in the community to address the lack of housing diversity. The proposed development will offer a range of housing types and services to an aging population which in turn assists with the local residents to 'age-in-place'. The Comprehensive Plan also recommends and encourages the revitalization of underutilized properties for new housing development that will add to the variety of housing stock offered within the community.

### **D. Development and Improvement of Surrounding Property**

The proposed development will not impede the normal and orderly development and improvement of surrounding property. All the abutting properties have already been developed. The proposed development will encourage adjacent commercial properties to update and potentially redevelop to better serve this area.

### **E. Utilities, Access Roads, and Drainage**

The proposed development has been reviewed by all applicable departments and staff including the Village Engineer and the Public Works Department. The drainage and stormwater improvements will meet current Village requirements. All utilities will be improved to meet current codes and regulations. The access roads will be private and will remain private for the life of the development. The internal road network will have to be constructed to Village standards except as otherwise approved by the Village Engineer.

### **III. Recommendations**

Accordingly, by a vote of \_\_\_ to \_\_\_, the Development Commission recommends \_\_\_ of the request, subject to the following conditions:

1. The PUD, Special Uses, Rezoning and Plat of Subdivision shall substantially conform to the staff report, architectural and landscape drawings prepared by HKM Architects dated November 18, 2016, the engineering drawings prepared by RWG Engineering, LLC dated November 18, 2016 and the Plat of Subdivision drawings prepared by Compass Surveying LTD dated November 18, 2016, except as such plans and drawings may be modified to conform to the Village codes and ordinances.
2. The applicant/developer shall be responsible for all Impact Fees associated with this development prior to the issuance of any building permit.
3. All buildings shall be equipped with an automatic suppression system and an alarm system.
4. The applicant shall construct the sidewalk along the west property line parallel to Olde Salem Road to the standards prescribed by the Village Engineer.
5. The applicant shall construct the sidewalk connecting the future retail building to the public sidewalk on Irving Park Road when a commercial building is constructed.
6. The landscape medians within the Olde Salem Road right-of-way shall be landscaped by the applicant to match the Landscape Drawings prepared by HKM Architects dated November 18, 2016. The landscaping within the median shall be maintained by the applicant or an authorized designee for the life of the development.
7. The modifications to the shape and location of the landscape medians within the Olde Salem Road right-of-way shall match the Engineering Drawings prepared by RWG Engineering, LLC dated November 18, 2016.
8. The proposed private road network shall remain in private control for the life of the development. The developer/Home Owner's Association shall have the exclusive responsibility of maintaining all private road and all sidewalks within the development through the life of development.
9. Snow removal within the proposed development shall be the exclusive responsibility of the developer/Home Owner's Association for the life of the development.
10. All streetlights installed within the development shall be the exclusive responsibility of the developer/Home Owner's Association for the life of the development.
11. The applicant/developer shall bury all electric utility lines within this development.
12. The applicant shall post a Bond or Letter of Credit in the amount prescribed the Village Engineer, if necessary, prior to Village Board approval for the Final Plat of Subdivision.
13. The applicant shall provide auxiliary valves for all fire hydrants within the development.

14. The future commercial building shall match the color palette and choice of materials as used in the proposed multistory building.
15. All Declarations associated with this application shall be reviewed and approved by the Village prior to Village Board approval.
16. All associated Declarations of Easements, Conditions and Restrictions and By-Laws for the development shall be recorded with the plat of subdivision.
17. Any future amendments to the Declarations in regards to private road maintenance, exterior maintenance, detention basin maintenance and to the number of units that the owner can rent as “transitional care units” shall be approved by the Hanover Park Village Board of Trustees.
18. Add planting areas in the two rows of parking that exceeds 20 spaces to comply with Village Code Section 110-6.3.7.b(3).
19. That an underlying Special Service Area shall be established and recorded to ensure maintenance of storm water, private roads, parking lots, landscaping and other required private facilities prior to the first sale of any property within the development and/or as otherwise approved by the Village.

Nov 18<sup>th</sup>, 2016

## **Project Narrative – 900 Irving Park Rd**

900 Irving Park Road located at the intersection of Irving Park Road and Old Salem Circle is the location of the parking lot of the old Menard's site which is currently vacant.

The developer proposes to demolish the existing parking lot and construct a mixed-use planned unit development (PUD) to be known as “**Verandah**”. The PUD will consist of a retail/commercial site along the front adjoining Irving Park road and a residential senior-living community in the back. The senior-living community will be designed as an age-restricted, 55 years plus community consisting of townhomes and condominiums for independent senior living, an assisted living and memory-care facility and a clubhouse for use of the residents.

### **About the Developer:**

The promoters consist of a group of retired and actively working physicians who have gotten together and pooled our resources to do quality health-care related senior housing development. Our common goal was to be impactful in the area of senior health & well-being by providing great quality but affordable senior housing and healthcare facilities. Our guiding philosophy was the “aging in place” concept. We sought to provide exceptional levels of health-care and well-being services to support this concept. Our project was designed to accommodate and address the needs of senior citizens all the way from a comfortable and active early retirement to age-related decline in physical and mental health.

An emphasis was placed on amenities and services available to the senior citizens. The clubhouse was designed with specific features to promote activity and socialization. It includes a community kitchen with large dining facility, a gym, a huge community room, an activity studio, a library and computer room, big outdoor seating area, a 1-acre pond, small park and walking paths all thru-out the community. Home-health and house-keeping services will be offered to the residents. There will be a doctors office and physical therapy office on the property. The Assisted-Living and memory-care facility will provide state-of-the art medical services.

Throughout the planning phase of the project our philosophy has been to use the best consultants and team members we could find. With painstaking due diligence we hand-picked the best experts we could find in the areas of senior housing design and assisted-living services. We tried to identify and select professionals who were familiar with the Village and its Comprehensive Plan. We incorporated the input of various specialized professionals, local realtors and brokers and senior groups in the area. It was also important for us to seek and incorporate the input of the Village staff and the honorable Mayor. Our project evolved thru a truly organic journey from inception to final design by incorporating the ideas, input and feed-back from all these sources.

## **Development Plan:**

The grand vision for **Verandah** was to be designed as a master-planned community taking into consideration the location and surroundings of the property. The front of the property adjoins the busy Irving Park corridor and is also the main entry way to Hanover Park while the sides and back of the property are surrounded by residential subdivisions. Hence we planned the front to include a retail/commercial development with major landscaping features which transitions to residential senior housing along the sides and back. The retail/commercial lot might be the possible future home an upscale dining restaurant with outdoor patio seating, or commercial office space. In either case this commercial development will be designed to complement the scale and finishes of the residential development. The retail/commercial lot is designed to include adequate parking to independently support the use of the space.

The major landscaping features of the residential development will be located along Irving Park Road next to the commercial development. This will include an approximately 1-acre detention pond and park with walking trails. The landscaping will include aesthetically pleasing plantations, a pergola, benches, landscape-lighting and hardscape features like rock outcroppings. The landscape will provide a beautiful public face to the project and be a worthy feature of the main gateway to Hanover Park on Irving Park road.

The residential development is specifically designed to include senior housing with an “aging in place” concept. The residences are designed to appeal to “empty-nesters” who no longer wish to maintain a larger single-family home in the area, but do wish to remain in the community to enjoy its various social & cultural attractions. We have made specific efforts to include a variety of housing styles and to accommodate various price-points. The periphery of the site will have low-density housing and the density will increase towards the center. The residences will include townhomes and condominiums for sale and medical facilities and a clubhouse for use of the residents.

The current siteplan includes 55 townhomes, 80 condominiums and 80 assisted living units. The townhomes are designed for senior living with features such as main level master suites, open floor plans for handicapped accessibility and wide hallways, baths and kitchens. The townhomes are a mix of 2 Bedroom/2 Bathroom and 3 Bedroom/2.5 Bathroom units. All townhomes include attached garage parking. The Condominium building is planned as a 5-story elevator building. The main level includes a clubhouse for use of the residents. The clubhouse is a 10,000 sf facility with a commercial kitchen, dining facility seating 150 residents, community room with lounge and big-screen TVs, activity studio, beauty shop, computer room and library. The other levels will include a mix of 2 Bedroom/2 Bathroom and 1 Bedroom/1 Bathroom condominiums. All condominiums will include a balcony and one surface parking spot.

The Assisted Living & Memory Care facility is planned as a 4-story building contiguous to the Independent living condominium building. This building will be designed to accommodate memory care units on the first level and assisted living units on the other levels. There are shared common spaces such as dining rooms, living rooms, nurses/med rooms, physical exercise suite and administrative spaces such as leasing and sales offices, conference rooms etc.

The siteplan will provide for adequate parking for residents, guests and visitors and staff workers. We are aware of parking issues in the surrounding communities and have made specific effort in the masterplan to assess and provide parking control. The townhomes include garage and driveway parking. The 2 Bedroom townhomes will include 2 parking spaces per unit, the 3 Bedroom townhomes will include 4 parking spaces per unit. The condominiums will include one parking space per unit in a surface parking lot. Designated parking will be provided for staff, guests & visitors. In addition to the surface parking lot there will be additional parallel parking along the private street for guests and visitors. Parking control will be emphasized thru enforcement by the developer and by the homeowners association who will also provide maintenance of the common areas including the private road, landscape maintenance, lawn mowing and snow removal.

### **Addressing the Goals of the Village Comprehensive Plan:**

In designing **Verandah** we took directive from the Comprehensive Plan of the Village.

- To promote development of underutilized properties
- To provide a desirable gateway to the village
- To promote a diverse mix of uses including commercial and residential
- To provide senior housing identified as lacking in the community
- Sensitive to surrounding residential areas
- To improve lack of architectural quality and landscaping
- To address building isolation, lack of connectivity
- Limiting multiple curb cuts

### **The proposed development is consistent with and advances the goals and policies of the Village Comprehensive Plan as follows:**

- Provides development of underutilized property as the current site has been vacant for an extended period of time
- Provides a desirable entryway to the village by fronting the development with high-quality materials like stone, brick, masonry & attractive landscaping features
- Provides a diverse mix of uses by developing the front adjoining the busy Irving Park corridor as commercial and the back as residential
- Provides senior housing identified as lacking in the community in addition to being identified as the best possible use of this property
- Sensitive to adjacent areas by providing a thoughtful and efficient transition zone between commercial and residential areas
- Provides a high quality well-designed development with visually attractive landscape, lighting & streetscape. The proposed development has mid-density housing in the center, surrounded by low-density housing in the periphery. The parking elements are designed to not be visible from Irving Park road.

- Provides a continuity and connectivity between the adjacent parcels by thoughtful and efficient land-use planning & design & sidewalk improvements
- Limits the curb cuts to locations which are away from the busy Irving park corridor

**The developer requests that when considering approval of the PUD, review and decision making bodies consider the following factors:**

1. Whether appropriate terms and conditions have been imposed to protect the interests of the Village – the developer has diligently responded and accommodated various suggestions of the Village staff in terms of land-use, architectural and planning features
2. Whether appropriate terms and conditions have been imposed to protect the interests of the surrounding areas – the proposed development has commercial use along the front adjacent to the busy Irving Park corridor and low-mid density residential along the back adjacent to the surrounding multi-family housing providing for a thoughtful and efficient transition from commercial to residential. The developer plans to hold local homeowners meeting to gain the feedback and input of surrounding homeowners
3. Whether the proposed development will result in public benefits that are greater than those that would have resulted from development under current zoning regulations – the value to the public and to the community of the proposed development are:
  - Replacement of an underutilized property which has been vacant for an extended period
  - Provide a visually attractive entryway to the Village of Hanover Park identified as a geographic & municipal gateway to the community
  - Providing a high quality well-designed development that will positively impact surrounding property values
  - Providing a new service (senior housing) which has been identified as lacking in the community
  - Providing a mix of various housing styles and price points to accommodate families with varying price-points, including 2 or 3 bedroom townhomes and 1 or 2 bedroom condominiums
  - Locating new families to the area
  - Attracting a demographic of stable seniors which is known to be low in crime and put lesser burden on some of the Village’s public services such as schools and law-enforcement
  - Attract other related businesses to the area that serve seniors such as medical, dental and hearing aid services, physical therapy services, home-care services
  - Providing landscape, lighting and streetscape improvements to improve the aesthetic interests of the community

**Lastly, the developer requests that when considering approval of the PUD, review and decision making bodies consider the following factors:**

1. Long-term plan of the developer – the developer has a phased master-plan to provide unique services in the area, including independent retirement living, assisted living, memory care, rehab and skilled nursing home facilities. The developer plans to implement this master-plan over the next 3-5 years in a geographically contained location. The currently proposed development is the first phase of the long-term plan. By partnering with the Village the developer hopes to remain in the area and continue doing further development in accordance with its long-term objectives.
2. Team-selection – the developer has put together a high-quality team with demonstrated success in the planning and implementation of high-quality developments. The architect of the project is HKM architects based in Arlington Heights which has designed various award-winning mid- and large-scale master-planned communities. The engineer of the project is RWG Engineering which has planned multiple large scale projects for national builders. The general contractor of the project is Kinzie Group based in Vernon Hills which has extensive experience in designing upscale quality communities in the northwest suburbs. The lender of the project is Wintrust bank which recently opened a new branch in Hanover Park and is currently involved in financing various other projects in Hanover Park. Wintrust will provide construction financing as well as the mortgage financing for the finished homes.
3. Partnering with local resources – the developer plans to partner with local resources to share the economic benefits and keep the business local. For example, the major building materials will be sourced from the local Menards. The commercial and residential loans will be taken out thru the local branch of Wintrust Bank. Sales of the finished homes will be performed by local real estate brokers.
4. Creation of local jobs – the developer anticipates creating between 5 and 25 full time jobs for the maintenance of the community and operation of the assisted living facility.

The Village’s primary request was “provide something that Hanover Park does not currently have”. We believe we have delivered on that premise by working towards a thoughtful and efficient plan to provide unique services and great quality housing that fit in and at the same time are different from existing services and housing styles in the community. Our plan not only addresses and satisfies the goals of the comprehensive plan of the Village but goes above and beyond in bringing to the area a beautiful master-planned community for senior housing and value-added specialized services that currently do not exist in Hanover Park.

## **MODIFICATIONS**

Our original application was presented at the Development Commission meeting on May 12th 2016. It was unanimously recommended for approval by the members of the Development Commission. Since then, as we got further along the design process, the following modifications have been made to the PUD plan as presented:

1. The total number of units has increased from 214 to 215 units, with the addition of one townhome unit;
2. One townhome building has been shifted from being situated in a north-south direction to an east-west direction;
3. A separate ingress/egress has been allocated to the retail lot;
4. The condominium building design has changed to incorporate a separate building structure for the Assisted Living units;
5. The detention basin has been adjusted to conform to Hanover Park ordinance standards; and
6. The developer has requested for 15-20 condominium units to be rental units used for transitional care as step-up intermediate level care for future Assisted Living residents

The proposed modifications do not change the concept or intent of the development. In light of the extensive scale and scope of this development, we believe that the changes are minor, which is supported by the following facts:

1. The overall proposed use remains the same as a mixed use PUD with senior housing and a commercial/retail lot;
2. The basic site plan concept remains the same with the commercial/retail lot, detention pond and associated landscaping situated towards Irving Park Road, the condominium building towards the middle of the development and townhomes along the periphery of the development;
3. The housing styles have remained the same - townhomes, condominiums and Assisted Living units;
4. The design of the townhome units and private roadway have remained the same;
5. The separate ingress/egress entrance for the commercial lot was already present at the site. Our traffic consultant has verified that the modifications do not impact traffic conditions within the development or offsite;
6. The separation of the Assisted Living component was achieved on the same footprint size of the original condominium building
7. The request for rental units is limited to developer-owned units and will not be permitted for other owners in the development, thus limiting concerns typically associated with rentals; and
8. The size of the commercial/retail lot remains the same

We would like to shed some light on the reasoning behind the modifications:

1. As the design process progressed further a consultant who specializes in senior continuing care facilities was retained. The consultant recommended 3 changes to design including:
  - a. Separation of the Assisted Living and Independent Living Condominiums of the building for improved efficiency of flow
  - b. A separate ingress/egress entrance to the commercial/retail lot to improve safety of senior citizens in the residential side of the development
  - c. The request for developer-owned rental units with the objective of providing a continuous level of senior housing opportunities and services within the development
2. The detention basin was adjusted after clarification of the MWRD & Hanover Park village codes

In summary, we believe that the modifications do not affect the concept or intent of the development. These are minor changes in the overall scope of this scale of project. A \$42 Million project with varied levels of housing and services is bound to undergo some changes as the development progresses. The developer has invested considerable time & resources in the first Development Commission meeting leading to unanimous recommended for approval of the proposal.

It is our request that the Development Commission consider these factors in the review and approval of the application with the listed modifications.

We would like to thank the Board in advance for this consideration of this matter.

Sincerely,



Anuja Gupta – manager

Verandah Retirement Community LLC

APPROXIMATE TIMELINE

Task Name	Duration	Start	Finish
<b>HANOVER PARK VERANDAH</b>	<b>881 days</b>	<b>8/15/2016</b>	<b>12/30/2019</b>
<b>Civil Engineering</b>	<b>156 days</b>	<b>8/15/2016</b>	<b>3/20/17</b>
Begin Final Engineering Plans	25 days	8/15/2016	9/16/16
Submit to Village Mass Grading / Demo request	15 days	9/19/2016	10/7/2016
Submit to MWRD Mass Grading Request	15 days	9/19/2016	10/7/2016
Approval Granted to Mass Grading	1 day	10/10/2016	10/10/16
Submit to Village for 1st review, complete civil set	15 days	10/24/2016	11/11/2016
Revise and resubmit after 1st review	10 days	10/24/2016	11/25/16
Village 2nd review, sign permits	15 days	11/28/2016	12/16/2016
MWRD 1st Review	30 days	11/28/16	1/6/2017
Revise plans per MWRD comments and resubmit	10 days	1/9/2017	1/20/17
MWRD 2nd review and Permit	25 days	1/23/17	2/24/17
Start Mass Grading	1 day	10/10/16	10/10/16
Start Underground utilities	180 days	3/20/17	9/20/17
<b>Permit Review Process to Construction Set: Townhomes</b>	<b>851 days</b>	<b>9/26/16</b>	<b>12/30/19</b>
Permit Set to be submitted to Municipality	1 day	2/1/2017	2/1/2017
Village review and comments #1	15 days	2/1/2017	2/15/2017
Architect responds and re-submits to Village Comments #1	10 days	2/20/17	3/3/17
Village review and comments #2	15 days	3/6/17	3/24/17
Permit set approved by the Village	1 day	3/30/2017	3/3/2017
<b>Land Development</b>	<b>286 days</b>	<b>9/26/16</b>	<b>10/30/17</b>
Underground utility demolition	10 days	9/26/16	10/7/16
Concrete Curb / Concrete Slab removal	10 days	9/26/16	10/7/16
Asphalt Pavement Milling	5 days	10/3/16	10/7/2016
Mass grading	25 days	10/10/16	11/11/16
Underground Utilities	450 days	3/30/2017	6/30/2018
Dry Utility Sleeving	450 days	3/30/2017	6/30/2018
Roadway Prep. (fine grade and stone)	450 days	3/30/2017	6/30/2018
Concrete Curb	450 days	3/30/2017	6/30/2018
Asphalt Binder	450 days	3/30/2017	6/30/2018
Street Lights	450 days	3/30/2017	6/30/2018
Landscaping	450 days	3/30/2017	6/30/2018
<b>Vertical Construction</b>	<b>729 days</b>	<b>4/1/2017</b>	<b>12/30/2019</b>
Start Model Home - Building #1	95 days	4/1/2017	7/25/17
Building #2	95 days	7/11/2017	11/20/2017
Building #3	115 days	8/29/17	2/5/18
Building #4	95 days	11/14/2017	3/26/18
Building #5	95 days	1/2/18	5/14/18
Building #6	165 days	1/23/18	9/10/2018
Building #7	165 days	4/10/18	11/26/2018
Building #8	100 days	9/4/18	1/21/19
Building #9	100 days	10/30/2018	3/18/19
Building #10	110 days	12/25/2018	5/27/2019
Building #11	110 days	3/5/19	8/5/19
Building #12	110 days	5/14/19	10/14/19

Assisted Living / Memory Care, Condominium and Clubhouse: Foundation	60 days	3/1/18	5/1/18
Condominium and Clubhouse: Framing-to-Completion	400 days	5/1/18	10/30/2019
Assisted Living / Memory Care: Framing-to-Completion	300 days	3/1/2019	10/30/19
Project Substantion Completion	60 days	10/28/2019	12/30/19

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND  
BY-LAWS OF VERANDAH MASTER OWNERS' ASSOCIATION**

**VILLAGE OF HANOVER PARK, ILLINOIS**

\_\_\_\_\_, 2016

**This Declaration of Easement, Covenants and Restrictions and Bylaws of Verandah Master Property Owners' Association is subject to change by Declarant in accordance with the terms herein contained.**

PREPARED BY AND MAIL TO:  
Kenneth Carlson  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, Illinois 60435

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND  
BY-LAWS OF VERANDAH MASTER OWNERS' ASSOCIATION**

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by [The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 and Verandah Retirement Community LLC Aman Living, LLC](#), a limited liability company, hereinafter collectively called "Declarant".

**W I T N E S S E T H**

WHEREAS, Declarant is the owner of the real property commonly known as Verandah to be developed as an active adult senior community as legally described in Article I of this Declaration ("Verandah-PUD"); and

WHEREAS, Verandah-PUD is being developed in phases as a planned unit development; and

WHEREAS, Verandah-PUD will include a residential development of 55 single family townhomes, a mixed use five story building comprised of 80 condominium units, 80 assisted living units, community facilities for the benefit of the residents of Verandah-PUD, and a commercial retail outlot; and

WHEREAS, Declarant is desirous of subjecting Verandah-PUD to the easements, covenants, bylaws and maintenance agreements hereinafter set forth each and all of which is and are for the benefit of Verandah-PUD, the owners thereof, and the Village of Hanover Park and shall inure to the benefit of and run with the land; and

WHEREAS, Verandah Master Owner's Association, being comprised of Verandah Owner's Association I and Verandah Owner's Association II, is responsible for the maintenance of certain portions of Verandah-PUD, including, but not limited to, the ~~common areas, community facilities, and stormwater facilities~~ Community Property as hereinafter defined; and

NOW, THEREFORE, Declarant hereby declares that Verandah-PUD is and shall be held, transferred, sold, conveyed, and occupied subject to the easements, covenants, restrictions, maintenance agreements and By-laws hereinafter set forth.

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

Verandah-PUD is and shall be held, transferred, sold, conveyed, and occupied, subject to the easements, covenants, restrictions, maintenance agreements and By-laws contained herein and the provisions of any ordinance adopted by the Village of Hanover Park creating and approving the Verandah-PUD. Verandah-PUD is located in the Village of Hanover Park, Cook County, Illinois and is more particularly described in Exhibit A, PLAT OF VERANDAH PLANNED UNIT DEVELOPMENT, a copy of which is recorded in the Office of the Recorder of Deeds of Cook County, and made a part hereof, all of which real property collectively describes Verandah-PUD.

**ARTICLE II  
GENERAL PURPOSE OF THIS DECLARATION**

The easements, covenants, restrictions, maintenance agreements and By-laws hereby declared are to insure the proper use, maintenance and operation of Verandah-PUD, and to insure high standards for Verandah-PUD for the benefit of all Owners of property in Verandah-PUD and the Village of Hanover Park.

**ARTICLE III  
DEFINITIONS**

*Commercial Owner:* An Owner of a fee interest in the Commercial Property.

*Commercial Property:* The area within the Verandah-PUD legally described on Exhibit D.

*Community Property:* Those portions of the Condominium Property and the Townhome Property containing community facilities, such as common meeting rooms and recreation areas, as well as common areas, streets, roads, sidewalks, walk-paths, detention and retention areas, stormwater facilities, Surface Water Drainage Area, and other related improvements, all as identified on the PLAT OF VERANDAH PLANNED UNIT DEVELOPMENT, but not including (i) those portions of such properties identified as limited common elements in the Townhome Property or the Condominium Property, (ii) those portions of the Townhome Property including the Townhomes, yards and landscaping within the Lots, driveways within the Lots, and (iii) those portions of the Condominium Property including the multi-story building other than those portions used for community facilities.

*Condominium Property:* The area including the Multi-story Property located within that part of the Verandah-PUD legally described on Exhibit C and which has been or will be submitted to the Illinois Condominium Property Act.

*Lot:* A fee interest in Townhome Property legally described in Exhibit B.

*Lot Owner:* An owner of a fee interest in a portion of a Lot in the Townhome Property ~~as described in Exhibit A.~~

*Multi-story Property:* The Multi-story building containing Units which include residential units, commercial units, assisted living units, memory care units, transitional living units and ~~community facilities~~ those portions of the Community Property located within the Multi-story building.

*Owner:* A Lot Owner, Unit Owner or Commercial Owner of property within Verandah-PUD.

~~*Outlot Property:* The area within the Verandah-PUD Commercial Property.~~

*Resident:* A resident ~~of Verandah who is not a Lot Owner or Unit Owner~~ within the Condominium Property or the Townhome Property.

*Surface Water Drainage Area:* Any and all areas of Verandah-PUD including the retention ponds, siltation basins, shore protection, inlet and outlet structures which serve as storm water drainage and retention areas as shown on Verandah-PUD.

*Townhome:* A dwelling unit located on a Lot.

*Townhome Property:* The area within the Verandah-PUD legally described on Exhibit B.

*Unit:* A single dwelling unit within the Multistory Property, a commercial unit, assisted living units or community facilities.

*Unit Owner:* An owner of a fee interest in the Condominium Property.

*Verandah Master Homeowner's Association:* The master homeowner's association created maintain and repair the Community Property in the Townhome Property, the Condominium Property and exercise such other powers and perform such powers and duties set forth herein, other duties as may be allowed by the Illinois Condominium Property Act and as may be delegated to it by the *Verandah Owner's Association I and Verandah Owner's Association II*.

*Verandah Owner's Association I:* The Lot Owners' homeowner's association.

*Verandah Owner's Association II:* The Unit Owners' homeowner's association.

[Verandah-PUD: the area within the property legally described on Exhibit A.](#)

*Voting Members:* The Verandah Master Owners' Association's I's representatives and Verandah Master Owners' Association II's representatives.

**ARTICLE IV  
GRANT OF EASEMENT TO THE VILLAGE OF HANOVER PARK - PUBLIC UTILITY  
AND FIRE PROTECTION EASEMENT**

A permanent, nonexclusive easement is hereby reserved and granted to the Village of Hanover Park, Illinois, and to all public utility companies of any kind ("Utilities") operating under franchise granting them easement rights from the Village of Hanover Park, Illinois, in, upon, across, over, under and through the areas shown by dashed lines and labeled as "Public Utility Easement" on the Plat of Verandah-Planned Unit Development for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas, and such appurtenances and additions thereto as Village of Hanover Park and Utilities may deem necessary, together with the right of access across Verandah-PUD for the necessary personnel and equipment to do any or all of the above work. The right is hereby granted to Village of Hanover Park and Utilities

to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said sewers, or without limitation, utility installations in, on, upon, across, under or through said easements. No permanent buildings shall be placed on said easements. Where an easement is used for storm~~water~~ or sanitary sewers, other utility installations to be located therein shall be subject to the prior approval of the Village of Hanover Park so as not to interfere with the ~~gravity~~ flow in said ~~stormwater~~sewers or ~~sanitary~~ sewers. Fences shall not be erected upon said easements except where specifically permitted by written authority of the Village of Hanover Park.

**ARTICLE V  
VERANDAH MASTER OWNERS' ASSOCIATION  
DECLARATION OF EASEMENTS**

Section 1. Declarant, on its behalf and on behalf of the Verandah Master Owners' Association hereby covenants, conveys, declares and grants to Lot Owners, Unit Owners, their successors and assigns, and designees a nonexclusive, perpetual easement on, over, upon, under, along and across the Community Property ~~and common areas~~ of the Townhome Property and the Condominium Property for purposes of ingress, egress, and use of said areas for their intended purposes, subject to the limitations, covenants and agreements hereinafter set forth. Declarant, on its behalf and on behalf of the Verandah Master Owners' Association hereby covenants, conveys, declares and grants to the Commercial Owner, its successors and assigns, and designees a nonexclusive, perpetual easement on, over, upon, under, along and across those portions of the Community Property ~~and common areas~~depicted on Exhibit E which are used as roadway for purposes of ingress and egress to and from the Commercial Property, subject to the limitations, covenants and agreements hereinafter set forth.

Section 2. Declarant, on its behalf and on behalf of the Verandah Master Owners' Association hereby declares and reserves for itself, assigns, employees, contractors, subcontractors and agents, a nonexclusive, perpetual easement to enter upon the Townhome Property, the Condominium Property, the Commercial Property and the Community Property and any common areas ~~and~~ limited common areas, for purposes of maintenance, inspection, ~~and~~ repair, replacement or improvement and to any other portion of Verandah-PUD to the extent necessary to exercise any right or responsibility of Verandah Master Owners' Association as set forth in this Declaration.

**ARTICLE VI  
EASEMENTS AND COVENANTS**

Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby declares and reserves for itself, its beneficiaries, assigns, agents, employees, contractors, subcontractors, workmen, material men and invitees, a non-exclusive easement, until such time as Declarant has completed the development, construction and sale of Verandah-PUD, under, over and across Verandah-PUD for the purpose of constructing, completing, repairing, maintaining, replacing, improving, inspecting, exhibiting or selling any Unit, Commercial Property, Townhome, Condominium Property or other structure to be located within Verandah-PUD, or for otherwise exercising any right or fulfilling any obligation of Declarant hereunder.

**ARTICLE VII  
AFFIRMATIVE COVENANT AND MAINTENANCE AGREEMENT**

Section 1. Covenant to Pay Assessments. The Declarant hereby covenants that each Owner by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay that Owner's proportionate share of expenses incurred for the maintenance, ~~and~~ repair, replacement or improvement of Community Property, structures, and buildings which Verandah Master Owners' Association is obligated hereunder to perform, establishment of appropriate reserves, operation of the Verandah Master Owners' Association and other valid expenses.

Section 2. Computation of Percentage Interest. Each Owner's proportionate share of expenses incurred by Verandah Master Owners' Association shall be in accordance with the percentages set forth on Exhibit E. For purposes of this Article VII, the Commercial Property's proportionate share of expenses shall be \_\_\_\_\_ percent (\_\_\_\_%) of such expenses. All costs assessed against an Owner which are not paid when due will become liens against the Owner's property. Verandah Master Owners' Association shall have the right to enforce payment of the liens by, including but not limited to, seeking judicial sale of such Owner's Unit, Lot and Townhome, or Commercial Property. The proportionate shares of expenses shall also be the personal obligation of each Owner, his heirs, devisees, personal representatives, assigns, successors, and grantees, at the time the expenses are incurred. If title is held by an Illinois land trust, the trustee shall not have any personal liability for the proportionate share of expenses but all the beneficiaries of the trust shall be jointly and severally liable, provided, however, the Trustee upon request by the Verandah Master Owners' Association shall disclose to the Verandah Master Owners' Association the names, addresses and percentages of ownership of the beneficial interest for each beneficiary as of the date of the request and during the two (2) year period prior to the date of the request. In the event title is held by more than one person, title holders shall be jointly and severally liable.

Section 3. Maintenance Agreement. The Verandah Master Owner's Association shall maintain, ~~and~~ repair, replace and improve in first-class manner the Community Property in the Townhome Property and the Condominium Property, excluding the limited common elements. ~~In addition, the Verandah Master Owner's Association shall maintain and repair those units within the Multi-story Property which are used for community meeting rooms, recreation rooms and community dining areas.~~ Nothing herein shall be construed to limit or prohibit the Association from entering into one or more agreements with third parties for the performance of such obligations.

**ARTICLE VIII  
RESERVED RIGHTS**

Declarant, and its beneficiaries, shall have the right to execute all documents or undertake any actions affecting the Verandah-PUD which in its sole opinion is either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, obligations under law, or which otherwise are for the benefit of Verandah-PUD. ~~Declarant further reserves the right to rent any Townhome or Units owned by Declarant.~~

**ARTICLE IX  
GENERAL USE RESTRICTIONS**

Section 1. Commercial Use. No commercial activities of any kind whatsoever shall be conducted on any portion of Verandah-PUD, except in Units \_\_\_\_\_ of the Condominium Property and on the Commercial Property unless otherwise prohibited herein and except for commercial activities which are expressly and solely for the benefit of the residents of Verandah-PUD, including, but not limited to dining facilities, medical and dental care, physical therapy, well-being care, assisted living facilities, memory care facilities, transitional living facilities and personal service facilities. The foregoing restrictions shall not apply to the commercial activities, and signs, if any, of the Declarant or its beneficiaries and designees, or the use or operation of sales offices or model units by Declarant or its beneficiaries and designees during the construction and sales period of Verandah-PUD.

Section 2. Rental. Rental of Townhomes within the Townhome Property is prohibited. Rental of Units within the Condominium Property is prohibited, except with respect to Units \_\_\_\_\_ used in connection with community meeting rooms, exercise rooms, kitchen and dining rooms, medical facilities, ~~and the assisted living facilities,~~ memory care facilities, transitional living facilities and other commercial uses permitted in Section 1. ~~Nothing herein shall be construed to prohibit the rental of space located within Units \_\_\_\_\_ within the Condominium Property. Notwithstanding the foregoing, the Declarant shall have the right to rent Townhomes and Units within the Townhome Property and the Condominium Property respectively.~~

**ARTICLE X  
DUTIES AND POWERS OF  
VERANDAH MASTER OWNERS' ASSOCIATION**

Section 1. General Powers. The Verandah Master Owners' Association shall have the power and duties set forth in the Bylaws attached hereto as "Exhibit F", including but not limited to the following: to grant easements where necessary for public utilities to serve the Verandah-PUD; adopt rules and regulations supplementing or adding to the General Use Restrictions as provided by Article IX hereof; maintain such policy or policies of insurance at all times as the Board of Managers deem necessary or desirable in furthering the purposes of and protecting the interests of the Verandah Master Owner's Association and its members, officers and directors; levy and collect assessments; assess fines and assert liens as may be necessary to enforce the provisions of this Declaration; expend monies to perform its duties and functions hereunder; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of duties and powers of the Verandah Master Owner's Association, if deemed necessary by the Directors; and establish reasonable reserves as may be required hereunder or as the Board of Managers shall from time to time deem necessary to fulfill and further the purposes of the Verandah Master Owner's Association. The Verandah Master Owner's Association shall be initially governed in accordance with the By-Laws attached hereto as "Exhibit F" and made a part hereof.

Section 2. Community Property. The Verandah Master Owner's Association shall maintain and repair in first-class manner the Community Property in the Townhome Property and the Condominium Property, as well as snow removal, and lawn and garden care. The Verandah Master Owner's Association shall not be responsible for the maintenance or repair of (i) those portions of such properties identified as limited common elements in the Townhome Property or the

Condominium Property, (ii) those portions of the Townhome Property including the townhomes, yards and landscaping within Townhome Lots, and driveways within Townhome Lots, and (iii) those portions of the Condominium Property including the multi-story building, except for those units within the Multi-story Property which are used for community meeting rooms, recreation rooms, community dining areas and those portions of the Multi-story Property used exclusively by the Unit Owners. The Association shall, at all times, be responsible for the management of all off-street parking within the Townhome Property and the Condominium Property.

Section 3. Stormwater Facilities. In the event Verandah Master Owners' Association fails to maintain and repair the stormwater detention facilities or the Surface Water Drainage Area in conformity with item (a) above and all applicable federal, state, county or local rules, regulations and statutes applicable thereto, the Village of Hanover Park shall have the right, but not the obligation, upon 1) fifteen (15) days written notice to Verandah Master Owners' Association demanding performance of such maintenance and repair, and 2) the failure or refusal to commence and perform in a reasonably diligent manner such repair and maintenance, to enter upon the Surface Water Drainage Area and perform such repairs and maintenance. Verandah Master Owners' Association covenants and agrees to promptly reimburse the cost incurred plus fifteen percent (15%) by the Village of Hanover Park in performing such repair and maintenance. Verandah Master Owners' Association covenants on its and the Lot Owners', Unit Owners' and Commercial Owners' behalf, that such reimbursement costs shall be deemed a special assessment and constitute a lien in favor of the Village of Hanover Park upon all Lot Owners', Unit Owners' and Commercial Owners' property until paid in full. The Village of Hanover Park may enforce its lien by foreclosing on the lien property pursuant to applicable law and the proceeds therefrom shall be applied to the reimbursement of such costs, after deducting plus interest, the costs of suit, attorneys' fees and all other costs incurred by the Village of Hanover Park in enforcing the liens, as in the case of statutory liens.

## ARTICLE XI AMENDMENTS

Section 1. Amendment. Except as hereinafter provided for those conditions or restrictions required or approved by the Village of Hanover Park in the Ordinance approving the Verandah PUD ("Required Conditions"), Declarant may in its sole discretion change, modify or rescind this Declaration by an instrument in writing setting forth such change modification or rescission at any time until control of Verandah Master Owners' Association is transferred by Declarant from Declarant to Verandah Master Owners' Association. Subsequent to transfer of control of Verandah Master Owners' Association, this Declaration may be amended, modified or rescinded only upon the affirmative unanimous written vote of the Voting Members. Said amendment, modification or rescission shall be by instrument signed by the Voting Members. Notwithstanding any other provision in this paragraph or this Declaration, no provision, condition, or restriction provided for in this Declaration for the benefit of the Village of Hanover Park may be changed, modified, amended or rescinded without the express written approval of the corporate authorities of the Village in a document authorized by it and signed by its authorized representatives and recorded in the Recorder's Office. All lien holders of record shall be notified of any change, modification or rescission which affects their interests either by personal service or mailing by certified mail. Any amendments, changes or modifications to any provisions affecting the Required Conditions shall require the approval of the Village of Hanover Park.

Section 2. Effective Date of Amendment. The change, modification or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds, Cook County, Illinois, unless otherwise provided in said amendment.

**ARTICLE XII  
GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure Owners full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by all the Voting Members has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered, if personally delivered, or sent by (i) certified mail with postage prepaid to the last known address of the person who appears as the Owner on the records of the Verandah Master Owners' Association or County Recorder at the time of such mailing, or (ii) email transmission to the person who appears as the Owner on the records of the Verandah Master Owners' Association or County Recorder at the time of such transmission.,

Section 3. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class community.

Section 4. Ownership in Trust. In the event title to any property is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such property ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or transfers of title to such property ownership.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by the Verandah Master Owner's Association, Verandah Owners' Association I, Verandah Owners' Association II, or any Owner in a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by any party

entitled to enforce the terms of this Declaration to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Dormant SSA. If the Verandah Master Owner’s Association, the Verandah Owner’s Association I and Verandah Owner’s Association II (collectively “Associations”) fail or refuse to maintain the Community Property in accordance with the terms and conditions of this Declaration, then the Village of Hanover Park shall so notify and advise the Associations in writing. If the Associations fail to so maintain the Community Property within sixty (60) days of receipt of said notice by the Associations, the Village of Hanover Park shall be authorized to enter upon the Community Property to correct any deficiencies in the maintenance of the Community Property. In the event that the Associations fail to pay the Village of Hanover Park for its costs and expenses to correct the deficiencies, the Village of Hanover Park shall be entitled to record a lien against the Community Property for its costs and expenses in correcting the deficiencies. Upon the Village of Hanover Park’s receipt of reimbursement for its costs and expenses, the Village of Hanover Park shall promptly execute, acknowledge and deliver any releases of lien as may be required to release any claim of lien that may have been placed of record. In addition to the forgoing, Declarant, each Owner, and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the Village of Hanover Park, and the Village of Hanover Park will establish, a special service area (“SSA”) for the Townhome Property, the Condominium Property and the Commercial Property to be utilized as a backup mechanism for the care and maintenance of all or a portion of the Community Property to guarantee performance of the obligation of the Verandah Master Owners’ Association or others. The Special Service Area(s) shall continue indefinitely unless limited by law. If at any time the Associations fail to provide for the care and maintenance of such Community Property, then the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the cost to maintain the Community Property in proper working order and in accordance with the ordinances of the Village. The SSA shall provide for the authority of the Village of Hanover Park levy up to \_\_\_\_\_cents (\$\_\_\_\_\_ ) per \$100.00 of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the equalized assessed valuation of the taxable property in the Special Service Area(s) to fund the payment of the aforesaid costs and expenses. Notwithstanding the foregoing, the special tax roll shall not be levied hereunder and the SSA shall remain “dormant” unless the Village of Hanover Park has found that the Associations have failed to conduct such maintenance, repair, replacement or improvement of the Community Property after written notice to the Associations.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 and Verandah Retirement Community LLC Aman Living, LLC has executed this Declaration ~~on this \_\_\_\_\_ day of \_\_\_\_\_, 2016~~ as of the day and year first above written.

The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 Aman Living, LLC, a \_\_\_\_\_ limited liability company.

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

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

Title: \_\_\_\_\_

Verandah Retirement Community, LLC, an Illinois limited liability Company.

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

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

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of Verandah Retirement community, Aman Living, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Sale this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, is a trust officer of  
\_\_\_\_\_ of The Chicago Trust Company, N.A., as Trustee  
under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust  
Number SBL-4135, personally known to me to be the same person whose name is subscribed  
to the foregoing instrument as such \_\_\_\_\_, appeared before me this day  
in person and acknowledged that she signed and delivered the said instrument as the free and  
voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Sale this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
*Aman Living, LLC, a \_\_\_\_\_ limited liability  
company.*

\_\_\_\_\_

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

STATE OF ILLINOIS \_\_\_\_\_)  
\_\_\_\_\_) SS.  
COUNTY OF WILL \_\_\_\_\_)

\_\_\_\_\_~~I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of Aman Living, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.~~

\_\_\_\_\_~~GIVEN under my hand and Notarial Sale this \_\_\_\_\_ day of \_\_\_\_\_, 2016.~~

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

EXHIBIT F

**VERANDAH MASTER OWNERS' ASSOCIATION  
DECLARATION AND BY-LAWS**

**ARTICLE I  
PURPOSE**

1. **Creation and Purpose.** There shall be formed an Illinois not-for-profit corporation to be known as the Verandah Master Owners' Association ("Association"), whose purpose shall be to ensure the proper use, management and maintenance of all Community Property, structures, and buildings located within Verandah-PUD for which the Association is responsible, the performance of all services for which the Association is responsible or has the right to perform, hereunder or at law, and the exercise of all other rights allowed to Association hereunder or at law. The Association shall not be responsible for the maintenance and management of the property, structures or buildings located within the Townhome Property or the Condominium Property for which Verandah Owners' Association I or Verandah Owners' Association II is responsible, such as the Townhomes, yards and landscaping with the Lots, all portions of the Multi-Story Building within the Condominium Property other than those commercial units and those units used for community facilities, the limited common elements and limited common property in both the Townhome Property and the Condominium Property.

**ARTICLE II  
BOARD OF MANAGERS**

1. **Board of Managers.** (a) The direction and administration of the Association shall be vested in a Board of Managers consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Lot Owners, Unit Owners, or Commercial Owners and shall reside in Verandah-PUD; provided, however, that in the event a Lot Owner or Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside in Verandah-PUD unless he is a Board member nominated by the Declarant. Notwithstanding the forgoing, Declarant or Declarant's designee shall be a member of the Board so long as Declarant owns a Lot or Unit. For purposes of these Bylaws, Declarant shall mean Verandah Retirement Community LLC.

(b) At the initial meeting, the Verandah Owners' Association I Board of Managers shall appoint two (2) Board Members and the Verandah Owners' Association II shall appoint three (3) Board Members (Verandah Owners' Association I and Verandah Owners' Association II are sometimes hereinafter referred to as the "Associations"). At no time shall less than two (2) of the Members appointed by Verandah Owners' Association II be Unit Owners of Units \_\_\_\_\_. Declarant shall be appointed as a Member of the Initial Board. The five (5) persons appointed Board Members at the initial meeting shall be appointed to the Board until the first annual meeting of the Association. Thereafter, successive Board Members shall serve for a term of one (1) year. Upon the

unanimous vote of the Voting Members, the number of persons to serve on the Board may from time to time be increased, provided the terms of office of Board Members may be increased or decreased at any annual or special meeting, provided that such number shall not be less than five (5), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be appointed to a term in excess of two (2) years; provided, however, that a Board member may be reelected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board and with the unanimous approval of the Voting Members. Vacancies in the Board shall be filled by the Association which appointed the Board Member(s) who vacated the Board. Vacancies in the Board due to an increase in the size of the Board shall be filled by appointments by the respective Associations. Except as otherwise provided in this Declaration, the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account.

(d) Any Board member may be removed from office by affirmative unanimous vote of the Voting Members, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed shall be appointed by the Association which appointed the removed Board member.

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the board shall be open to any Owner, and notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

2. **General Powers of the Board.** The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

- (a) preparation, adoption and distribution of the annual budget for the Associations;
- (b) levying of assessments;
- (c) collection of assessments from Owners;
- (d) obtaining adequate and appropriate kinds of insurance;
- (e) owning, conveying, encumbering, leasing and otherwise dealing with property conveyed to or purchased by it;

(f) adoption and amendment of rules and regulations covering the details of the operation and use of Verandah-PUD;

(g) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Verandah-PUD;

(h) to pay for landscaping, gardening, street and sidewalk maintenance and repair, snow removal, painting, cleaning, tuckpointing, maintenance and decorating, as the Board shall determine are necessary and proper;

(i) to pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay pursuant to terms of this Declaration or By-Laws of which in its opinion shall be necessary or proper for the maintenance and operation of the Verandah-PUD as a first class development or for the enforcement of these restrictions;

(j) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Verandah-PUD or any part thereof which may in the opinion of the Board constitute a lien against Verandah-PUD rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(k) the Board or its agent upon reasonable notice may enter any Townhome or Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Lot Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense;

(l) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;

(m) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Verandah-PUD and for the health, comfort, safety and general welfare of Verandah-PUD. Written notice of such rules and regulations shall be given to all Owners and the entire Verandah-PUD shall at all times be maintained subject to such rules and regulations;

(n) the Board may engage the services of an agent to manage Verandah-PUD to the extent deemed advisable by the Board;

(o) nothing hereinabove contained shall be construed to give the Board or Association, authority to conduct an active business for profit on behalf of all the Lot Owners or any of them;

(p) Upon authorization by affirmative unanimous vote of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of the Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses; and

(q) providing of services and facilities as otherwise required hereunder or by law.

### **ARTICLE III MEMBERS**

1. **Voting Rights.** The Verandah Owners' Association I shall appoint one (1) Voting Member and the Verandah Owners' Association II shall appoint one (1) Voting Member. At no time shall less than one (1) of the Voting Members appointed by Verandah Owners' Association II be a Unit Owner of Units \_\_\_\_\_. There shall be only three (3) Voting Members. In the event that Declarant is a Unit Owner, Declarant shall be a Voting Member. The Associations' Voting Members shall exercise their votes as their respective Boards direct.

2. **Meeting.** (a) Meetings of the Voting Members shall be held at a location within the Condominium Property, the Townhome Property or such other place in Cook County, Illinois, as may be designated in any notice of a meeting.

(b) The initial meeting of the Voting Members shall be held upon written notice, on not less than or more than ten (10) days' notice given by the Trustee or Declarant. Such written notice may be given at any time after the conveyance by the Declarant of control to the Associations as provided in their respective by-laws, or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Voting Members in November at such reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members having 50% of the total votes and delivered not less than ten (10) days or more than thirty (30) 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. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or mailed to the person entitled to vote, addressed to each such person at the address

given by him to the Board for the purpose of service of such notice, or to the townhome of the Lot Owner with respect to which such voting right appertains, if no address has been given to the Board.

4. **Miscellaneous.** No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Verandah-PUD and assets of the Verandah Mater Owner's Association; and the purchase or sale of land or of Lots on behalf of all of the Owners shall be effectuated unless there is a unanimous affirmative vote of the Voting Members, except as otherwise provided for in the Declaration.

#### **ARTICLE IV ASSESSMENTS-MAINTENANCE FUND**

1. **Estimated Annual Budget and Assessments.** Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies, replacements or additional services or facilities. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Owners proposed common expense assessment. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The "estimated annual budget" shall be assessed to the Owners in accordance with Article \_\_\_\_\_ of the Declaration. Each Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Managers shall be open to any Owner, and that notice of such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Lot, Unit or Commercial Property made pursuant to this Section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Lot Owners an itemized accounting of the Verandah Mater Owner's Association expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner to the next monthly installments due from Owners under the current year estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six (6) months after rendering of the accounting.

2. **Reserves and Adjustments.** The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Owners. Any such separate assessment shall be subject to approval by the unanimous vote of Voting Members at a meeting of such Voting

Members duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to an Owner equal to the greater of five times the Owner's most recent common expense assessment calculated on a monthly basis or \_\_\_\_\_ dollars (\$\_\_\_\_\_). All Lot Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. **Initial Estimate of Annual Budget.** When the first Board elected or appointed hereunder takes office it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article.

4. **Failure to Prepare Estimates.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owners obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. **Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6. **Use of Funds.** All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners.

7. **Assessments.** If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as herein after provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided) shall be and become a lien or charge against the Lot, Unit or Commercial Property of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate as provided by the Declaration. In addition to foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection

as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the Verandah Mater Owner's Association expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Owners interest in the Lot, Unit or Commercial Property to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in the Illinois Code of Civil Procedure, Article IX, as amended, and to execute leases of such defaulting Owners interest in the Lot, Unit or Commercial Property and apply the rents derived therefrom against such expenses.

8. **Nonuse.** No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot, Unit or Commercial Property.

Prepared by and Mail to:

Kenneth A. Carlson  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, Illinois 60435

**DECLARATION OF CONDOMINIUM UNIT OWNERSHIP**  
**EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS**  
**OF**  
**VERANDAH OWNERS' ASSOCIATION II**

This Declaration of Easement, Restrictions, Covenants and Bylaws of VERANDAH OWNERS' ASSOCIATION II is subject to amendment by Declarant in accordance with the terms herein contained.

**DECLARATION OF CONDOMINIUM UNIT OWNERSHIP  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
OF**

**VERANDAH OWNERS' ASSOCIATION II**

**THIS DECLARATION** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 and Verandah Retirement Community LLC ~~Aman Living, LLC~~, a limited liability company, hereinafter collectively called "Declarant".

**WITNESSETH**

WHEREAS, Declarant is the owner of the real property commonly known as "Verandah" to be developed as an active adult community, which real property is legally described on Exhibit A to this Declaration (the "Verandah-PUD"), located in the Village of Hanover Park, County of Cook and State of Illinois; and

WHEREAS, Verandah-PUD is being developed in phases as a planned unit development; and

WHEREAS, Verandah-PUD will include a residential development of 55 single family townhomes, a mixed use five story building comprised of 80 condominium units, 80 assisted living units, community facilities for the benefit of the residents of Verandah-PUD, and a commercial retail outUnit; and

WHEREAS, the residential development of 80 condominium units, 80 assisted living units and units for related community facilities will be located on the real property legally described on Exhibit B to this Declaration (the "Property"); and

WHEREAS, Declarant intends to and does hereby submit the Property, together with those portions of the Buildings depicted as Units on the Plat, Common Elements and Limited Common Elements, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto, and any and all easements appurtenant thereto to the provisions of the Illinois Condominium Property Act, 765 ILCS Section 605 *et. seq.* in effect as of the date of the recording of this Declaration, and as amended from time to time; and

WHEREAS, Declarant desires to establish certain rights and easements in, over, and on the Property for the benefit of itself and all future Unit Owners of any part of the Property, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the Property and all units; and

WHEREAS, Declarant desires and intends that the several Unit Owners, mortgagees, Occupants, and other Persons hereafter acquiring any interest in the Property shall at all times

enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and the Verandah-PUD; and

WHEREAS, Declarant is desirous of subjecting Verandah-PUD, including the Property to the easements, covenants, bylaws and maintenance agreements hereinafter set forth, each and all of which is and are for the benefit of Verandah-PUD, the owners thereof, Verandah Homeowners Association II, Verandah Master Owners' Association and the Village of Hanover Park and shall inure to the benefit of and run with the land; and

WHEREAS, except as otherwise set forth in that certain Declaration of Easements, Covenants, and Restrictions and By-Laws of Verandah Master Owner's Association, Verandah Master Owners' Association II is responsible for the maintenance of the Common Elements and the Limited Common Property as hereinafter defined located within the Property.

**NOW, THEREFORE,** Declarant declares as follows:

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

The Property is legally described on the Exhibit B, attached hereto and made a part hereof and is located in the Village of Hanover Park, County of Cook, State of Illinois. The Property, and all Units and common area located thereon, shall be held, transferred, sold, conveyed, and occupied, subject to the easements, restrictions, covenants, maintenance agreements and By-laws contained herein.

**ARTICLE II**

**GENERAL PURPOSE OF THIS DECLARATION**

The general purpose of this Declaration is to ensure that the Unit Owners, mortgagees, Occupants, and other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and the Verandah-PUD and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and the Verandah-PUD.

**ARTICLE III**

**DEFINITIONS**

Definitions. Certain words and terms used in this Declaration are defined as follows:

A. Act -The Condominium Property Act of the State of Illinois, as amended from time to time.

B. Association –Verandah Owner’s Association II, being the Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit C, through its duly elected Board.

C. Board -The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the incorporated Association.

D. Buildings - All structures, attached or unattached, located on the Property, containing one or more Units.

E. Bylaws -The Bylaws of the Association, which are attached hereto as Exhibit A.

F. Common Elements -All portions of the Property, including, without limiting the generality of the foregoing, the stairways, corridors, roofs, common storage areas, elevators, laundries, mechanical rooms and equipment therein, parking Unit, refuse collection system, central heating system, and structural parts of the improvements on the Property, wherever located, but excepting the interior of the Units, and Storage Units and the Limited Common Elements,

G. Common Expenses -The proposed or actual expenses affecting the Condominium Property, including Reserves, if any, lawfully assessed by the Board or Declarant.

H. Condominium Instruments -All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.

I. Declarant –~~Aman Living, Verandah Retirement Community~~ LLC, a limited liability company, and its successors and assigns. The Declarant is the sole owner of the Property as Declarant is defined in the Act. For purposes hereof, any receiver or mortgagee in possession with respect to such entire interest shall be entitled to exercise all rights of Declarant during the period of its receivership or possession as mortgagee in possession, or the case may be.

J. First Mortgagee -A Unit Owner of a bona fide first mortgage or first trust deed covering any portion of the Property.

K. OMITTED INTENTIONALLY.

L. Initial Board of Managers -The first Board, the majority of the members of which are Unit Owners other than the Declarant.

M. Limited Common Elements -That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows and doors, and all fixtures and

structures therein that lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits, or other system or component part thereof, that serve, and storage lockers that are assigned to, a Unit exclusively to the extent such system, component, part or storage locker is located outside the boundaries of a Unit.

N. Maintenance Fund -All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

O. Majority or Majority of Unit Owners -The Unit Owners of more than 50 percent in the aggregate in interest of the undivided Unit Ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided Unit Ownership.

P. Occupant -A person or persons, other than a Unit Owner, in possession of a Unit.

Q. Person -A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

R. Plat -A plat or plats of survey of the Property and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of all such Units and such other data as may be required by the Act, attached hereto as Exhibit B.

S. Property -All land, property, and space comprising the Property, all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act.

T. Proposed Unit -Any proposed residential unit or garage unit designated on the Plat as a Proposed Unit that has not been submitted to this Declaration.

U. Record; Recordation; Recording; Recorded -To record or have recorded in the Recorder's Office of Cook County, Illinois.

V. Reserves -Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Declarant, Board or the Condominium Instruments.

W. Storage Unit -A Storage Unit intended for independent use as a Storage Unit and designated on the Plat as a Storage Unit.

X. Unit -Any part of the Property designed and intended for any type of independent use and designated on the Plat as a Unit.

Y. Unit Owner -The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute Unit Ownership of a Unit and its appurtenant undivided Unit Ownership interest in the Common Elements.

#### ARTICLE IV

##### GRANT OF EASEMENT TO THE VILLAGE OF HANOVER PARK - PUBLIC UTILITY AND FIRE PROTECTION EASEMENT

A permanent, non-exclusive easement is hereby reserved and granted to the Village of Hanover Park, Illinois, and to all public utility companies of any kind ("Utilities") operating under franchise granting them easement rights from the Village of Hanover Park, Illinois, in, upon, across, over, under and through the areas shown by dashed lines and labeled as "Public Utility Easement" on the Plat for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, improving, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas, and such appurtenances and additions thereto as Village of Hanover Park and Utilities may deem necessary, together with the right of access across Property for the necessary personnel and equipment to do any or all of the above work. The right is hereby granted to Village of Hanover Park and Utilities to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said sewers, or without limitation, utility installations in, on, upon, across, under or through said easements. Where an easement is used for storm water or sanitary sewers, other utility installations to be located therein shall be subject to the prior approval of the Village of Hanover Park so as not to interfere with the gravity-flow in said stormwater or sanitary sewer or sewers. Fences shall not be erected upon said easements except where specifically permitted by written authority of the Village of Hanover Park.

#### ARTICLE V

##### DECLARATION OF EASEMENTS

Section 1. The Declarant, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to perform, and as may be required in connection with, the construction and equipping of the improvements on the Property, which easement shall continue at the Declarant's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Declarant, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Declarant shall cause as little inconvenience to Unit Owners and Occupants as is

reasonably possible under the circumstances. The Declarant shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this Section 1.

Section 2. The right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Declarant, and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors, and assigns, for the purpose of (1) access and ingress to, and egress from, the Property, or any part thereof, (2) construction, installation, repair, replacement, improvement and restoration of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing construction of the Common Elements or Units, and (3) the installation and maintenance of signs advertising the Units in the Property, and signs directing potential purchasers to the sales office and models erected in connection with the Units and for purposes of maintaining model units and marketing Units for sale or lease and all activities related thereto. The foregoing easements in favor of the Declarant shall continue until such time as may be required by the Declarant, in its sole discretion, to perform, construct, or equip Common Elements or Units, and to make certain modifications thereof, for two (2) years following the election of the Initial Board of Managers, at which time such easements shall cease and be of no further force and effect without the necessity of any further action.

Section 3. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement, or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Unit Owner of the Unit so encroaching, or (2) all the Unit Owners with respect to the Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is Recorded, a valid easement for an encroachment shall in no event be created in favor of any Unit Owner of a Unit other than the Declarant or in favor of the Unit Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Unit Owner or Unit Owners.

Section 4. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs, improvement, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

Section 5. Easement for the Benefit of the Furnace Room. The Association shall have a perpetual easement through, over and under Unit \_\_\_\_\_ for purposes of ingress, egress,



## **RESERVED RIGHTS**

Declarant, and its beneficiaries, shall have the right to execute all documents or undertake any actions affecting the Property which in its sole opinion is either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, the Act, obligations under law, or which otherwise are for the benefit of Property as determined in Declarant's discretion. Declarant further reserves the right to rent any Units owned by Declarant and, subject to approval by the Village of Hanover Park, to convert Units contemplated for single family use into Units for use in connection with the assisted living facility.

## **ARTICLE IX**

### **OWNERSHIP, USE AND OCCUPANCY OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

The Units, Common Elements and Limited Common Elements shall be occupied and used as follows:

#### Section 1. Common Elements and Limited Common Elements.

a. Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit E attached hereto and made a part hereof, as a tenant in common with all other Unit Owners. Such percentage is based on the Declarant's initial determination of relative sizes of the Units. Except for (1) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Declaration, and (2) the Limited Common Elements, each Unit Owner and his agents, permitted Occupants, family members, and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Units permitted by the Declaration and Rules and Regulations, which right shall be appurtenant to and run with his Unit. The use of the Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board. The Board shall have authority to lease, license, or grant concessions with respect to portions of the Common Elements other than the Limited Common Elements. All income derived by the Association from leases, licenses, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to the Declaration, Rules and the rules and regulations of the Association.

b. Limited Common Elements. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit . The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

#### Section 2. Units.

a. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed, except for those Units used for community meeting rooms, exercise rooms, dining rooms, kitchen and recreation rooms, medical and therapeutic facilities, assisted living facility, memory care facility, and transitional living Units \_\_\_\_\_ which shall be used for the \_\_\_\_\_, Units \_\_\_\_\_ which shall be used for \_\_\_\_\_. It is intended that of the 75 residential living units, 60 Units will be used for independent residential living and no more than 15 of said units may be used for transitional residential living, and 85 Units will be used in connection with an assisted living facility, with no more than 12 of such units used in connection with a memory care facility. The Units within the assisted living facility and memory care facility will include various services including access to medical care, meal service, house- keeping and personal care. The Units used for transitional residential living shall be used to provide residential living for persons with a more limited need for services or assistance with daily life activities than the services and assistance provided within the assisted living facility. The Units used for transitional residential living shall be limited to 15 Units and shall be owned by Verandah Retirement community LLC or an entity owned or controlled by Dr. Anuja Gupta. Except as otherwise provided herein, ~~Each~~ Unit, or any two or more adjoining Units used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the Association, on such conditions as shall reasonably be determined by the Association and only upon written approval of the Declarant or the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least forty-five (45) days before the commencement of any such alteration.

b. No industry, business, trade, occupation, or profession of any kind, commercial, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. Notwithstanding the forgoing, the following Units may be used in connection with the community meeting rooms, exercise rooms, dining rooms, kitchen and recreation rooms, medical and therapeutic facilities, ~~and~~ assisted living facilities, memory care facilities, and transitional living facilities: \_\_\_\_\_. Nothing in this Article IX shall be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls in his Unit.

c. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and on any part of the Common Elements. The Declarant shall have the right to use any unsold Unit or Units as a model apartment or for sales or renting of Units or display purposes, to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices, and advertising signs or banners, if any, and lighting in connection therewith.

d. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association, except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. No clothesline shall be permitted outside of any Unit.

e. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association, or that would be in violation of any law. No waste shall be committed in the Common Elements.

f. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, or radio, or television, or other antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Declarant or the Association) shall be affixed to or placed on the exterior walls or roof or any part thereof or on the Common Elements without the prior written consent of the Association.

g. No window air conditioning unit or window fan of whatever type may be installed in any Unit.

h. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements.

i. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or occupants. No grills of any kind shall be used or allowed on any balconies.

j. Except as constructed or altered by or with the permission of the Declarant or the Association, nothing shall be done in any Unit or in, on, or to the Common Elements that would impair the structural integrity, safety, or soundness of the Building, or that would structurally change the Building.

k. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or exposed on any part of the Common Elements or the Limited Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

l. No benches, chairs, or other personal property shall be left on any part of the Common Elements without prior consent of and subject to any rules and regulations of the Association.

m. No vehicles shall be parked on any portion of the Common Elements other than those areas designated by the Association for parking of vehicles. No camping trailers, boats, tractors, trucks with Class B or higher license plates, motorcycles, mobile homes, limousines or other recreational vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, anywhere within the Verandah –PUD. Notwithstanding the foregoing, no Owner may park or store more than \_\_\_\_\_ (\_\_\_) vehicle within such designated area at any time without the approval of the Declarant or the Association.

n. No bicycles, toys, strollers or other items of personal property, other than typical patio furniture, shall be permitted or stored on balconies.

o. Nothing shall be altered or constructed in or removed from the Common Elements except by or with the permission of the Declarant at any time before the election of the Initial Board of Managers without the written consent of the Association.

p. Each Unit Owner and the Association hereby waive and release any and all claims he or it may have against any other Unit Owner, the Association, members of the Board, the Declarant, and their respective employees and agents for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements caused by fire or other casualty or any act or omission referred to in subparagraph m, immediately following, to the extent that such damage is covered by fire or other form of hazard insurance.

q. If the act or omission of a Unit Owner, or of a member of his family, a household pet, a guest, an occupant, or a visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Subparagraph l above.

r. Any release or waiver referred to in Subparagraphs l and m hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

s. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Unit Owner shall connect any machine, appliance, accessory, or equipment to the heating system or plumbing system without the prior written consent of the Association.

t. Each Unit Owner shall deposit with the designated representative of the Association or , if applicable the management company, duplicate keys for all locks required for entry to his Unit, as well as security codes for all alarm systems relating to entry to his Unit.

u. Except as otherwise expressly provided in the Declaration or Bylaws, no additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common Elements

(including the Limited Common Elements) and no additions, alterations, or improvements shall be made by a Unit Owner to his Unit, where such work alters the wall or partition, configuration, ceiling, perimeter doors or windows, or floor load or otherwise affects the structure of the Unit or the structural integrity or systems of the Building, or increases the cost of insurance required to be carried by the Board hereunder, without prior written consent of the Board, and then only in accordance with rules and regulations adopted by the Board. Any addition, alteration, or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of the Building shall, further, conform to all documentation prepared or reviewed and approved by an architectural or engineering firm selected by the Association. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration, or improvement by a Unit Owner on the Unit Owner's agreement either (1) to be solely responsible for the maintenance of such addition, alteration, or improvement, subject to such standards as the Board may from time to time set, or (2) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration, or improvement. If an addition, alteration, or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under the Association's By-Laws, the Act, any other provision of this Declaration, or as otherwise available at law or in equity:

i. Require the Unit Owner to remove the addition, alteration, or improvement and restore the Property to its original condition, all at the Unit Owner's expense, or

ii. If the Unit Owner refuses or fails to properly perform the work required under clause (i) above, the Board may cause the work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

iii. Ratify the action taken by the Unit Owner, and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this subparagraph.

v. No more than 20% of the Units may be occupied by persons where at least one such person is not 55 years of age or older. The Association shall have the right to make such rules and regulations as it deems appropriate to enforce compliance with the Fair Housing Amendments Act of 1988, as amended, or any successor or replacement act thereof, including the right to prohibit occupancy of any Unit that would cause in the Board's reasonable belief a violation of said act. The Board may also require the submission of demographic data by the Owner of a Unit ~~or Rental Unit~~ prior to occupancy of a Unit to ensure compliance with said act. No person under 18 years of age may reside or stay in a Unit for more than thirty (30) days in any calendar year. [This subsection v is for the benefit of the Village of Hanover Park and the public school districts in which the Condominium Property is located.](#)

The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its beneficiaries and designees, or the use or operation of sales offices or model units by Declarant or its beneficiaries and designees during the construction and sales

period of Property, or the provision of services to Unit Owners and residents as necessary, ancillary to, or related to the requirements for exemption from prohibition against discrimination on the basis of age under the Fair Housing Amendments Act of 1988, as amended.

## ARTICLE X

### DUTIES OF THE ASSOCIATION TO PROVIDE CERTAIN AMENITIES AND SERVICES AND ENGAGEMENT OF A MANAGEMENT COMPANY

Section 1. The Verandah Owners' Association II shall have the power and duties set forth in the By-Laws attached hereto as "Exhibit \_\_\_\_". The Verandah Owner's Association II shall be initially governed in accordance with the By-Laws attached hereto as "Exhibit \_\_\_\_" and made a part hereof.

Section 2. The Declarant hereby covenants that each Unit Owner by acceptance of a deed or other document of conveyance of a Unit, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay that Unit Owners proportionate share of expenses incurred for the maintenance and repair of the Common Property, Limited Common Property, reserves, operation of the Verandah Master Owners' Association and Verandah Owners' Association II and other valid expenses and by separate payment that Unit Owner's proportionate share of like expenses incurred by Verandah Master Owners' Association.

Section 3. Maintenance Agreement. Verandah Owners' Association II shall maintain and repair in first-class manner (i) those portions of the Common Elements not otherwise maintained and repaired by the Verandah Master Owner's Association as Community Property in accordance with that certain Declaration of Easements, Covenants and Restrictions and By-Laws of Verandah Master Owner's Association ;and (ii) the Limited Common Elements in the Townhome Property. Nothing herein shall be construed to limit or prohibit Verandah Owners' Association II from entering into one or more agreements with third parties for the performance of such obligations. Notwithstanding the forgoing, in the event that the Verandah Master Owner's Association fails to maintain and repair the Community Property in accordance with that certain Declaration of Easements, Covenants and Restrictions and By-Laws of Verandah Master Owner's Association, Verandah Owner's Association II shall assume such duties and obligations to maintain and repair the Community Property.

Section 4. Management Company. In order to ensure that the Property is maintained in a first class manner, that certain age-based restrictions on occupancy of a Unit, and necessary services and amenities to the residents of the Property are provided, the Association shall have the right to engage a management company (the "Management Company") to manage the Property. The Management Company shall have an easement for ingress and egress over the Common Elements as reasonably required by the Management Company to provide the amenities and services, carryout the functions of the Board of Managers delegated to the management company, and to meet its obligations under the management agreement.

## ARTICLE XI

### RESTRICTIONS ON RENTING OR LEASING OF UNITS AND PARKING SPACES

Section 1. Parking Spaces. Each Unit shall be assigned one parking space. No Parking Spaces may be leased or rented to, or used by any Person that is not a resident of the Property (other than the occasional use of a Parking Space by a Person who is not a resident of the Property)..

Section 2. Units. Except as otherwise provided herein, the lease or rental of Units is prohibited. Other than Units \_\_\_\_\_, which units are used in connection with the community meeting rooms, exercise rooms, dining rooms, kitchen and recreation rooms, ~~and~~ assisted living facility, memory care facility, and transitional living units as contemplated in Article IX, Section 2 of this Declaration are not subject to the prohibition set forth in this Section 2. Notwithstanding the forgoing, in the event that a Unit used for transitional living is (i) no longer used for transitional living for a period of three (3) months or more, and (ii) is no longer owned by Verandah Retirement Community LLC or an entity owned or controlled by Dr. Anuja Gupta, Declarant or such other owner shall thereafter no longer have the right to lease such unit. rental of Units is prohibited. Notwithstanding the foregoing, the Declarant shall have the right to rent Units owned by Declarant.

## ARTICLE XII

### AMENDMENTS

Section 1. Amendment. Except as hereinafter provided~~for those conditions or restrictions required or approved by the Village of Hanover Park in the Ordinance approving the Verandah PUD~~, Declarant may ~~in its sole discretion~~ change, modify or rescind this Declaration by an instrument in writing setting forth such change, modification or rescission at any time until control of the Association is transferred from Declarant to the Association. Subsequent to the election of the Initial Board of Managers, this Declaration may be amended, modified or rescinded only upon the affirmative written vote of the Unit Owners holding not less than sixty-seven percent (67%) of the undivided interests in the Common Elements and the affirmative vote of the Owners of Units \_\_\_\_\_. Said amendment, modification or rescission shall be by instrument signed by the Unit Owners. ~~Any amendment, changes or modifications to any provision relating to the Required Conditions shall require the approval of the Village of Hanover Park. Notwithstanding any other provision in this paragraph or this Declaration, no provision, condition or restriction provided for in this Declaration for the benefit of the Village of Hanover Park may be changed, modified, amended or rescinded without the express written approval of the corporate authorities of the Village in a document authorized by it and signed by its authorized representatives and recorded in the Recorder's Office.~~ All lien holders of record shall have been notified of any

change, modification or rescission which affects their interests either by personal service or mailing by certified mail.

Section 2. Effective Date of Amendment. The change, modification or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds, Cook County, Illinois, unless otherwise provided in said amendment.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure Unit Owners full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by any Unit Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by all the Unit Owners has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Unit Owner under the provisions of this Declaration shall be deemed to have been properly delivered, if (i) personally delivered, (ii) sent by certified mail with postage prepaid to the last known address of the person who appears as the Unit Owner on the records of the Association and County Recorder at the time of such mailing, or (iii) sent by email transmission to the last known email address of the person who appears as the Unit Owner on the records of the Association at the time of such notice.

Section 3. Liberal Construction/Headings. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium community. The descriptive headings of this Declaration are inserted for convenience only and do not constitute a part of and shall not be utilized in interpreting this Declaration.

Section 4. Unit Ownership in Trust. In the event title to any property is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the

Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or transfers of title to such Unit.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by Declarant, the Association from and after the date of turnover of the Association by the Declarant, or any Unit Owner in a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by any party entitled to enforce the terms of this Declaration to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

**ARTICLE XIV**

**ANNEXATION OF PROPOSED UNITS**

~~\_\_\_\_\_ A. \_\_\_\_\_ The Declarant reserves the right from time to time, within \_\_\_\_\_ years of the date of the recording of this Declaration, to annex and add to the Property, and thereby add to the condominium created by this Declaration, all or any portion of the Proposed Units (as legally described on the attached Exhibit \_\_\_\_\_ Legal Description for Future Add On Parcel), recording an amended Plat(s) in accordance with §5 of the Act and an Amended Declaration in accordance with §6 of the Act. No rights of any character whatever within the Proposed Units attach to any Unit Owner except as to that portion of the Proposed Units described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.~~

~~\_\_\_\_\_ B. \_\_\_\_\_ Each Amended Declaration shall include an amended Exhibit \_\_\_\_\_ which shall amend Exhibit \_\_\_\_\_ hereto by setting forth the amended legal description of the Parcel to include the portion of the Proposed Units annexed hereto, as well as a separate legal description of such portion. The Amended Declaration shall also contain an amended Plat, showing the boundaries of such portion and of the entire Parcel as amended and delineating the additional Units of such portion, all in accordance with §5 of the Act, as well as containing the legal description of the Units added by such Amended Declaration, as well as all previous Units, and setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration). \_\_\_\_\_ The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owners before such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.~~

~~\_\_\_\_\_ D. \_\_\_\_\_ The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded,~~

~~in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit attached to the Amended Declaration, and the lien of the mortgage shall automatically attach in that percentage to the Added Common Elements.~~

~~—— E. —— Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration with respect to the recording of any and all Amended Declarations as aforesaid that may amend, adjust, and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations that may hereafter be recorded in accordance with the foregoing provisions of this Declaration.~~

~~—— F. —— Each and all of the Unit Owners of all Existing Units, and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledge, consent, and agree, as to each such Amended Declaration that is recorded, as follows:~~

~~i. —— The portion of the Proposed Units described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.~~

~~ii. —— The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and, on the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from the Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.~~

~~iii. —— Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, on the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.~~

~~iv. —— A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a Unit to so amend and reallocate the percentages of~~

~~ownership in the Common Elements appurtenant to each Unit.~~

~~v. — The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Elements, and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.~~

~~vi. — Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration or this Declaration and except as to any portion that may be designated as Limited Common Elements.~~

~~vii. — Each Owner by acceptance of the deed conveying his Unit agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act, and, for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.~~

~~viii. — The Declarant reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph to comply with the Act as it may be amended from time to time.~~

~~ix. — The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of the provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.~~

#### ARTICLE XIV SALE OR OTHER ALIENATION

Section 1. Any Unit Owner other than the Declarant or Verandah Retirement Community LLC who wishes to sell his Unit shall give to the Verandah Retirement Community LLC not less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as Verandah Retirement Community LLC may reasonably require. If the proposed purchaser is a land trust, then the beneficiaries of such trust shall be deemed the purchaser for the purposes of this section, and the Verandah Retirement Community LLC may require that the trust provide that there shall be no transfer or assignment of the beneficial interest of such trust, except for collateral purposes, without first complying with

this section. The Verandah Retirement Community LLC shall at all times have the first right and option to purchase such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Verandah Retirement Community LLC within said thirty (30) days, the Unit Owner may, at the expiration of said thirty-day period, contract to sell such Unit to the proposed purchaser named in such notice on the terms specified therein. If the Unit Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit shall against become subject to the right of first refusal of the Verandah Retirement Community LLC as herein provided.

Section 2. Any Unit Owner other than the Declarant or Verandah Retirement Community LLC who wishes to make a gift of his Unit or any interest therein shall give to the Verandah Retirement Community LLC not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date hereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as Verandah Retirement Community LLC may reasonably require. Verandah Retirement Community LLC shall at all times have the first right and option to purchase such Unit or interest therein for cash at fair market value to be determined by arbitration as herein provided which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) after of said written notice by Verandah Retirement Community LLC, Verandah Retirement Community LLC and the Unit Owner desiring to make such gift may each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and Verandah Retirement Community LLC. If Verandah Retirement Community LLC shall fail to select an, appraiser as aforesaid, the option of Verandah Retirement Community LLC hereunder shall be deemed waived. If the Unit Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by Verandah Retirement Community LLC shall make the appraisal. The option of Verandah Retirement Community LLC to purchase the Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. Verandah Retirement Community LLC shall be deemed to have exercised its option if it tenders the required sum of money to the Unit Owner desiring to make such gift within said forty-five (45) day period.

Section 3. In the event any Unit Owner dies leaving a will devising his Unit, or any interest therein, and said will is admitted to probate, Verandah Retirement Community LLC shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after appointment of a personal representative for the estate of the deceased Unit Owner, Verandah Retirement Community LLC may appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a

qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the Unit, or interest therein, devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to Verandah Retirement Community LLC. If Verandah Retirement Community LLC shall fail to select an appraiser as aforesaid, the option of Verandah Retirement Community LLC shall be deemed waived. If said devisee or devisees, or personal representative, as the case may be, shall fail to select an appraiser, then the appraiser designated by Verandah Retirement Community LLC shall make the appraisal. The right of Verandah Retirement Community LLC to purchase the Unit, or interest therein, at the price determined by appraisal, shall expire sixty (60) days after the date of receipt by it of such notice if the representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. Verandah Retirement Community LLC shall be to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

Section 4. In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to Verandah Retirement Community LLC of his intention to do so, whereupon Verandah Retirement Community LLC shall have an irrevocable option to purchase said Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by Verandah Retirement Community LLC within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Verandah Retirement Community LLC shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

Section 5. A certificate executed and acknowledged by the Manager, or other duly appointed agent of Verandah Retirement Community LLC stating that the provisions of this Article as hereinabove set forth have been met by an Unit Owner, or waived or released by the Verandah Retirement Community LLC, and that the rights of Verandah Retirement Community LLC hereunder have terminated, shall be conclusive upon Verandah Retirement Community LLC in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released.

IN WITNESS WHEREOF, this Declaration is made as of date first set forth above by the party whose signature is set forth below.

The Chicago Trust Company, N.A., as Trustee  
under the provisions of a Trust Agreement dated  
September 23, 2016 and known as Trust Number  
SBL-4135

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

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

Title: \_\_\_\_\_

Verandah Retirement Community LLC Aman-Living, LLC, a limited liability company

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

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

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF WILL        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of Aman-LivingVerandah Retirement Community, LLC, a limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that she signed and delivered said instrument as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Notary Public



**Exhibit C**  
**BY-LAWS**  
**OF**  
**THE ASSOCIATION**

**ARTICLE I**  
**General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law that may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments. All capitalized terms used but not defined herein that are defined in the Condominium Property Act shall have the same meaning as ascribed to such terms in the Act. [For purposes of these By-Laws, Declarant shall mean and refer to Verandah Retirement Community LLC or its designee.](#)

**ARTICLE II**  
**Members**

Section 1. Class of Member, Membership, and Termination Thereof. The Association shall have one class of member. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of a member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies that the Board or others may have against a former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights.

A. Until the date of the first annual meeting of the members, as provided in Article III, Section I, hereof, no member of the Association shall have the right to elect the members of the Board. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article IV, Section 2, of these Bylaws.

B. Commencing with the date of the first annual meeting of the members, the total number of votes of all members shall be \_\_\_\_\_. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) times \_\_\_\_\_ at the time any matter is submitted to a vote of the members.

C. If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner, or his duly authorized attorney in fact, must bear the date of execution, and shall become invalid 11 (eleven) months from the date of its execution. If only one of the persons constituting such Unit Owner is present, he shall be entitled to cast the votes allocated to the Unit. If more than one of the persons constituting such Unit Owner is present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of such persons. Agreement by a majority in interest of such persons shall be deemed to exist if any of the persons casts the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any other persons constituting the Unit Owner.

D. If 30% or fewer of the Units, by number, possess over 50% of the aggregate of the votes in the Association, any percentage vote of the Unit Owners specified in the Act or in this Declaration shall require the specified percentage by Units rather than by the percentage of interest in the common elements allocated to Units that would otherwise be applicable.

Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1, hereof.

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract for purchase from a seller other than the Declarant shall, during such times as he resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and have the right to vote for the election of members of the Board and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote for a particular office, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1 (e) of the Dwelling Unit Installment Contract Act, 765 ILCS 75/0.01, *et seq.*, approved August 11, 1967, as amended.

### ARTICLE III Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Declarant, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is Recorded, (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Declarant, or (c) such earlier time as selected by the

Declarant. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held in the month of September each year, provided, however, that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held when designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as it conveniently may be held. In the event the Declarant fails to call the first annual meeting of members by the latest date set forth above, 20% of the members may call the first annual meeting by filing a petition to such effect with the Declarant, setting forth a date for such meeting. After the filing of such petition, the members filing the petition may send notice of the first annual meeting of members as provided herein and may hold such meeting pursuant to the notice. The Board may disseminate to the members biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate. A Unit Owner shall be entitled to receive from the Board or the Declarant acting as the Board as provided herein and in the Act, within three working days after the request therefor, the names, addresses, and weighted vote of each Unit Owner entitled to vote at the next annual meeting of members.

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days before the date of the special meeting of the members called to consider such matters.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 6:00 p.m., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day, and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting not less than ten (10), nor more than thirty (30), days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, except that notice of the first annual meeting of the members shall be given to the members at least twenty- one (21) days prior thereto. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The members present at a meeting in person or by proxy holding twenty percent (20%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy, executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 7. Manner of Acting. Except as set forth below, and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be on the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of 67% or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association;
- b. Sale, lease, exchange, or other disposition of all, or substantially all, of the property and assets of the Association; or
- c. The purchase and sale of land or Units on behalf of the Unit Owners.

#### ARTICLE IV Board

Section 1. In General. The affairs of the Association shall be managed by the Board, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. Number, Tenure, and Qualifications. The number of members of the Board shall initially be three. Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Declarant. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be increased to five, and members of the Board shall be elected solely by, from, and among, the members of the Association for a term of one year and until their respective successors shall have been elected and qualified; Provided, however, that the Initial Board shall have staggered terms such that the three members of the board receiving the highest number of votes shall be elected to a term of two (2) years. All members of the Board shall be elected at large. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity may be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself in office. Notwithstanding the forgoing, at no time after the date on which the Board is to be comprised of five (5) members shall less than three (3) of the members of the Board be owners of Units \_\_\_\_\_.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of members. The Board shall, by regulations that the Board may from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or 25% of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours before the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours before the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at or the purpose of any regular or special meeting of the Board shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours before the meeting.

Section 7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of the meeting, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

Section 8. Manner of Acting. The act of a majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except when otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board shall be filled by the two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next

meeting of the members; provided that if a petition is filed with the Board signed by members holding 20% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition, and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Declarant, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective on receipt of said resignation. If, as a result of the death, removal, or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66 2/3% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of the Act and the Declaration and these Bylaws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United State or Section 4 of Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose and held before the effective date of the rule or regulation, by a vote 66 2/3% of all the members of the Association.

Section 12. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings

- a. to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- b. to consider information regarding appointment, employment, or dismissal of an employee; or
- c. to discuss violations of rules and regulations of the Association, or a Member's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting, or portion thereof, open to any member. Any member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

Section 13. Contracts. The Board shall not enter into a contract with a current board member or with a corporation or partnership in which a board member or a member of the board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Unit Owners within 20 days after a decision to enter into the contract is made and the Unit Owners. The Unit Owners shall be afforded an opportunity by filing a petition, signed by 20% or more of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this Section, a board members immediate family means the board member's spouse, parents, and children.

Section 14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

Section 15. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration, the rules and regulations, or the Bylaws, the determination thereof by the Board shall, absent manifest error, be final and binding on each and all of such Unit Owners.

## ARTICLE V Officers

Section 1. Officers. The officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary. The Board may create additional offices and abolish such additional offices from time to time.

Section 2. Election and Term of Office. The President, Secretary, and Treasurer of the Association shall be elected annually by the Board at the first regular meeting of the Board held after the annual meeting of the members from among the members of the Board. The Vice President or Vice Presidents shall be elected annually by the Board at the first regular meeting of the Board held after the annual meeting of the members from among the membership of the Association. If the election of officers shall not be held at this meeting, the election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until the officer's successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board for the unexpired portion of the term of the member of the Board no longer serving.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments the Board has authorized to be executed, and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President, and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in those banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive all notices on behalf of the Association; together with the President, execute on behalf of the Association amendments to the Condominium Instruments and other documents as required or permitted by the Declaration, these Bylaws, or the Act; be custodian of the records and, if the Association is incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

ARTICLE VI  
Powers and Duties of the Association and Board

Section 1. General Duties, Powers. Etc., of the Board. The Board shall exercise for the Association all powers, duties, and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- a. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, replacement, and improvement of Limited Common Elements is not imposed on Unit Owners hereunder.
- b. Preparation, adoption, and distribution of the annual budget for the Property.
- c. Levying and expending of assessments.
- d. Collection of assessments from Unit Owners.
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- f. Obtaining adequate and appropriate kinds of insurance.
- g. Owning, conveying, encumbering, leasing, and otherwise dealing with Units and land conveyed to or purchased by it.
- h. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, but no such rule or regulation shall make improper or legal any program or activity of the Declarant that immediately prior to the adoption or amendment of the rule or regulation was otherwise proper or legal hereunder.
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- j. Having access to each Unit, from time to time, as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence such borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income.

- l. Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body, that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- m. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed on, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.
- n. Assigning its rights to future income, including the right to receive Common Expenses assessments.
- o. Recording the dedication of a portion of the Common Elements to a public body for use, as, or in connection with, a street or utility, when authorized by the members under the provisions of Paragraph 5c of the Declaration.
- p. Recording the granting of an easement for the laying of cable television cable when authorized by the members under the provisions of Paragraph 5c of the Declaration.
- q. Recording the grant of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion.
- r. Making reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.
- s. Entering into leases, licenses or use agreements for the benefit of the Unit Owners.

Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

- a. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, on such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, on ninety (90) days' or less prior written notice.
- b. To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility, or right of the Association and to remove, at any time, any such personnel.

- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments.
- e. Upon authorization of a two-thirds vote of the members of the Board, or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, acting on behalf of all Unit Owners, to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect *all* expenses incurred in connection therewith as Common Expenses.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of licenses, leases, or concessions as provided in Paragraph 4 of the Declaration shall not be considered conducting an active business for profit.

Section 3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent, or other personnel above provided for, the following:

- a. Water, waste removal, heating, electric, telephone, or other necessary utility services for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.
- c. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing, and replacing portions of the Common Elements (but not including the Limited Common Elements, which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, and except when the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member, or pet, the Association shall be responsible for the repair and replacement (and cleaning of the exterior surfaces) of all windows.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or

proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

- e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property or any part thereof that may in the opinion of the Association constitute a lien against the Property or against the Common Elements rather than merely against the interest therein of particular Unit Owners. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements or any other portion of the Property, and the owner of said Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to the Unit Owner; provided that the Association shall levy a special assessment against such Unit Owner for the cost of the maintenance or repair, and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses.
- g. Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.
- h. If, due to the act or neglect of a Unit Owner or of a member of its family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, the assessment against such Unit Owner of a charge for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance, and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

All expenses, charges, and costs of the maintenance, repair, or replacement of the Common Elements, and any other expenses, charges, or costs that the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared

and signed by the Treasurer. There shall be no structural alterations to, capital additions to, or capital improvements on the Common Elements or property owned by the Association (other than for purposes of repairing, replacing, and restoring existing portions of the Common Elements) requiring an expenditure in excess of One Hundred Thousand Dollars (\$100,000) without the prior approval of sixty (60) percent of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association-owned property not included in an Annual Budget (defined in Article VI, Section 4, of the Bylaws) are subject to the approval of sixty (60) percent of the Unit Owners.

As used herein, the term "repairing, replacing, and restoring" means to repair, replace, or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces, or energy systems and equipment to their functional equivalent prior to the deterioration or damage. In the event the replacement of a Common Element may result in an improvement over the quality of such Common Element as originally designed, the Board may provide for such improvement, provided that if the improvement over and above the functional equivalency of what existed before results in a proposed expenditure in excess of 5 percent of the annual budget, the Board, on receipt of a written petition by Unit Owners with 20 percent of the votes of the Association, within 14 days after the Board's action to approve such expenditure, shall call a special meeting of Unit Owners within 30 days after its receipt of such petition. Unless a majority of the total votes of the Unit Owners are cast at this special meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

#### Section 4. Annual Budget.

A. Each year, on or before November 1st, the Board shall estimate the annual budget of Common Expenses (Annual Budget), including the total amount required for the cost of wages, materials, insurance, services, and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes.

The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the Bylaws of the meeting of the Board, at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

B. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage

of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Article III, Section 4, of the Bylaws) by a statement in writing, giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable to such time or times as determined by the Board. All Unit owners shall be obligated to pay the further assessment.

C. If an adopted Annual Budget or any special assessment requires assessment against Unit Owners in any year exceeding 115% of the assessments (both regular and special, if any) for the preceding year, the Board, on written petition by Unit Owners representing 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget or special assessment, it is ratified. In determining whether special assessments, together with regular assessments, exceed 115% of similar assessments in the preceding year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without the right of Unit Owner veto set forth in this paragraph. As used herein, "emergencies" mean an immediate danger to the structural integrity of the Common Elements or to the life, health, safety, or property of the Unit Owners.

D. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year.

E. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten (10) days after such new annual Budget shall have been mailed.

F. Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit owners such portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

G. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against

less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 5. Annual Accounting.

A. On or before the 1st day of May of each calendar year commencing 2006, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

B. The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association, or at its direction.

C. The Association shall provide an audited financial statement for the preceding fiscal year within one-hundred-twenty (120) days after the end of such fiscal year on submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

Section 6. Reserves.

A. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. To establish such Reserve, the Declarant shall collect from each Unit Owner, on conveyance by the Declarant of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Declarant for the first year following the first annual meeting of the members, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Declarant shall pay for each completed Unit for which a certificate of occupancy has been issued then owned by the Declarant such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Declarant for the first year following the first annual meeting of members. When such Units are later sold, the Declarant may collect from the purchasers of such Units sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members. The

Declarant may not use any of the Reserves to defray any of its expenses or make up any budget deficits while the Declarant is in control of the Association.

B. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (1) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (2) the current and anticipated return on investment of Association funds; (3) any independent professional reserve study the Association may obtain; (4) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (5) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 67% of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under §22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 67% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

#### Section 7. Default in Payment.

A. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that the balance, or any part thereof, remains unpaid. The Association may bring suit for and on behalf of itself, and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

B. Each such assessment, together with interest, court costs, late charges, and reasonable attorneys' fees and costs of collections, or the amount of any unpaid fine, shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by applicable law.

Section 8. Books of Account and Statement of Account.

A. The Association shall keep full and correct books of account, which shall be open for inspection by any Unit Owner, or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

B. Upon ten (10) days' notice to the Association and the payment of a reasonable fee fixed by the Association, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 9. Other Powers and Duties. The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however, that the Association shall have the right of access to all such storage spaces that contain pipes or other portions of the Common Elements that the Association has the duty or right to maintain, repair, or replace. Any such designation by the Association shall not thereafter be changed except on the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use it, and neither the Association nor any other Unit Owner shall be considered a bailee, or otherwise responsible therefor.

Section 10. Fidelity Insurance. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in custody or control of the Association plus Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity bond, unless otherwise provided in the management agreement. The Association shall be the direct obligee of the fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association's reserve funds; provided, however, that for investment purposes, the Board of Managers of the Association may authorize the management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company may hold all operating funds of the each association it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in operating account and reserve fund account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

For purposes of this Section, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit Owners, or the Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act. For purposes of this Section, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserve funds that will be in the custody of the Association, the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers, if not otherwise established by this Declaration or the laws.

## ARTICLE VII

### Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers or agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers or agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII  
Books and Records

Section 1. Maintaining 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.

Section 2. Availability for Examination. The manager or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

- a. Copies of the recorded Declaration and Bylaws and any amendments thereto, Articles of Incorporation of the Association if incorporated, annual reports if unincorporated, and any rules and regulations adopted by the Association or the Board; before the first annual meeting of members of the Association, the Declarant shall maintain and make available for examination and copying the records set forth in this subsection a.
- b. Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association.
- c. The minutes of all meetings of the Association and the Board, the originals of which shall be maintained for seven years.
- d. A record giving the names and addresses of the members entitled to vote.
- e. BalUnits and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners, which shall be maintained for not less than one year; provided, however, that in the event the Association adopts rules for secret balUnit election as provided in the Act, then, unless directed by court order, only the voting balUnit excluding the Unit number shall be subject to inspection and copying.
- f. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not For Profit Corporation Act of 1986 of the State of Illinois, as amended.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

ARTICLE IX

Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

ARTICLE X  
Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the Articles of Incorporation or Bylaws of the Association or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI  
Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted on the affirmative vote of 67% of all of the members and the affirmative vote of the Owners of Units \_\_\_\_\_ at a regular meeting, or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment, or repeal that is signed and acknowledged by an authorized member of the Board and that contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained.

ARTICLE XII  
Liability of Board Members and Officers; Indemnification

Neither the director nor the officers of the Association shall be liable to the Association or the Unit Owners for any mistake of judgment, or for any other acts or omissions of any nature whatsoever, as such director and officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall defend, indemnify, and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best

interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board in the specific case, on receipt of an undertaking by or on behalf of the director or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article. The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a director or an officer of the Association. Directors appointed by the Declarant, and officers elected by directors appointed by the Declarant, shall be entitled to all the protections of this Article.

ARTICLE XIII  
Construction

A. Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.

B. All words and terms used herein that are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

C. In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

ARTICLE XIV  
Insurance, Repair, and Reconstruction

The Association shall acquire and pay for the following:

(a) (1) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation and for the protection of the Common Elements and the Units. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act. Coverage hereunder shall

include the Units, the Limited Common Elements, except as otherwise determined by the Board, and the Common Elements, other than the Limited Common Elements not excluded by the Board. This coverage shall not cover betterments or improvements to the Units installed by the Unit Owners except to the extent Paragraph c is applicable, in which event the Association may assess any increased premium against the Units of the affected Unit Owners.

"Common elements" for the purposes of this subparagraph includes fixtures initially installed by the Declarant and located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" for the purposes of this subparagraph means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, and built-in cabinets installed by Unit Owners.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units occurring after the election of the Initial Board of Managers, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Declarant, shall notify the Association in writing of any additions, alterations, or improvements to his Unit, and he or she shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations, or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations, or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations, or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled, or substantially modified without at least 10 days' prior written notice to the mortgagee of each Unit.

(2) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in such limits as the Association shall deem desirable, provided that such limit shall not be less than \$1,000,000 per occurrence for personal injury and/or property damage, with an additional \$5,000,000 umbrella coverage insuring the Association, the members of the Board, the managing agent, if any, and their

respective agents and employees and all persons acting as agents. The Declarant and its employees, representatives, and agents must be included as additional insured parties in their capacities as a Unit Owner, member of the Board, manager, or officer of the Board, as appropriate. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least 30 days' written notice to the Association.

(3) Such other forms of insurance as the Association shall elect to effect, including such Workers' Compensation insurance as may be necessary to comply with applicable laws.

b. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal that the Association deems advisable in connection with any insurance, shall be Common Expenses.

c. Insurance policies procured pursuant to Paragraphs a(1) and a(2) must provide for the following:

i. Each Unit Owner and Mortgagee is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

ii. The insurer waives its right to subrogation under the policy against any Unit Owner or members of the Unit Owner's household and against the Association and members of the Board.

iii. The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

d. Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner that are contained in a Unit or elsewhere in the Property, insurance on the betterments and improvements to the Unit Owner's Unit not insured pursuant to the provisions of Paragraph a(1), and insurance for his or her personal liability to the extent not covered by insurance maintained by the Association.

e. Upon the cancellation of any policy of insurance that the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

f. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Element to have the same vertical and horizontal boundaries as before the fire or other disaster.

g. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding subparagraph then:

i) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of 30 days after the final adjustment of the insurance claims or (b) the expiration of 90 days after the fire or other disaster that caused the damage.

ii) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof that must be raised by way of special assessment.

iii) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in Paragraph h(l) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If 75% or more of the Unit Owners do not vote to restore the Building within 180 days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

v) If the Unit Owners do not vote to restore the Building under the provisions of this paragraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, on the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis that need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or

portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

h. The Board may, in the case of a claim against insurance required to be obtained by the Association for damage to a Unit or the Common Elements, (1) pay the deductible amount as a Common Expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or (3) require the Unit Owner(s) of the Unit(s) affected to pay the deductible amount.

i. If, at the time of a loss under a policy maintained by the Association, there is other insurance in the name of a Unit Owner covering the same property covered by the policy maintained by the Association, the Association's policy is primary insurance.

j. Any loss covered by the policy under Paragraph a(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and Mortgagees as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND  
BY-LAWS OF VERANDAH OWNERS' ASSOCIATION I**

**VILLAGE OF HANOVER PARK, ILLINOIS**

\_\_\_\_\_, 2016

**This Declaration of Easement, Covenants and Restrictions and Bylaws of Verandah Owners' Association I is subject to change by Declarant in accordance with the terms herein contained.**

PREPARED BY AND MAIL TO:

Kenneth Carlson

Tracy, Johnson & Wilson

2801 Black Road, Second Floor

Joliet, Illinois 60435

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND  
BY-LAWS OF VERANDAH OWNERS' ASSOCIATION I**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by [The Chicago Trust Company, N.A.](#), as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 and Verandah Retirement Community LLC ~~Aman Living, LLC~~, a limited liability company, hereinafter collectively called “Declarant”.

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property commonly known as Verandah to be developed as an active adult community and which is legally described in Article I of this Declaration (“Verandah-PUD”); and

WHEREAS, Verandah-PUD is being developed in phases as a planned unit development; and

WHEREAS, Verandah-PUD will include a residential development of 55 single family townhomes, a mixed use five story building comprised of 80 condominium units, 80 assisted living units, community facilities for the benefit of the residents of Verandah-PUD, and a commercial retail ~~outlet~~outlot;

WHEREAS, the residential development of 55 single family townhomes shall be located on the Townhome Property; and

WHEREAS, Declarant is desirous of subjecting Verandah-PUD, including the Townhome Property to the easements, covenants, bylaws and maintenance agreements hereinafter set forth, each and all of which is and are for the benefit of Verandah-PUD, the owners thereof, Verandah Homeowners Association I, Verandah Master Owners’ Association and the Village of Hanover Park and shall inure to the benefit of and run with the land; and

WHEREAS, Verandah Master Owners’ Association I is responsible for the maintenance of the Limited Common Property as hereinafter defined located within the Townhome Property.

NOW, THEREFORE, Declarant hereby declares that the property hereinafter described as the Townhome Property and shall be held, transferred, sold, conveyed, and occupied subject to the easements, covenants, restrictions, maintenance agreements and By-laws hereinafter set forth.

**ARTICLE I  
PROPERTY SUBJECT TO DECLARATION**

The Townhome Property as hereinafter described is and shall be held, transferred, sold, conveyed, and occupied, subject to the easements, covenants, restrictions, maintenance agreements and Bylaws contained herein and in any ordinances adopted by the Village of Hanover Park creating and approving the Verandah-PUD. The Townhome Property is located in the Village of Hanover Park, Cook County, Illinois and is more particularly described in Exhibit A, PLAT OF VERANDAH FALLS-PLANNED UNIT DEVELOPMENT, a copy of which is recorded in the

Office of the Recorder of Deeds of Cook County, attached hereto and made a part hereof, all of which real property collectively describes the Townhome Property.

**ARTICLE II  
GENERAL PURPOSE OF DECLARATION**

The easements, covenants, restrictions, maintenance agreements and By-laws hereby declared are to insure the proper use) maintenance and operation of the Townhome Property and to insure high standards for the Townhome Property for the benefit of all owners of property in Verandah -PUD and the Village of Hanover Park.

**ARTICLE III  
DEFINITIONS**

*Community Property:* Those portions of the Condominium Property and the Townhome Property containing community facilities, such as common meeting rooms and recreation areas, as well as common areas, streets, roads, sidewalks, walk-paths, detention and retention areas, stormwater facilities, Surface Water Drainage Area, and other related improvements, all as identified on the PLAT OF VERANDAH PLANNED UNIT DEVELOPMENT, but not including (i) those portions of such properties identified as limited common elements or Limited Common Property the Townhome Property or the Condominium Property, (iii) those portions of the Condominium Property including the multi-story building other than those portions used for community facilities.

*Condominium Property:* The area including the Multistory Property located within that part of the Verandah-PUD legally described on Exhibit C and which has been or will be submitted to the Illinois Condominium Property Act.

*Limited Common Property:* Yard, driveway, patio, fence, facade, roof, gutters and downspouts, structural components and mechanical systems that are common to a Townhome or as otherwise defined hereinafter.

*Lot:* A fee interest in Townhome [located on a lot](#) legally described in Exhibit B.

*Lot Owner:* An owner of a fee interest in a portion of a Lot in the Townhome Property, ~~as described in Exhibit A.~~

*Mechanical Systems:* \_\_\_\_\_.

*Multistory Property:* The Multistory building containing Units which are bought or sold as individual properties and contain either a living unit, a commercial unit, assisted living units, [memory care units, transitional living units](#) or community facilities, [and those portions of the Community Property located within the Multi-story building.](#)

~~*Outlot Property:* The area within the Verandah-PUD Commercial Property.~~

*Owner:* A Lot Owner within the Townhome Property.

*Residents:* A resident of within the Townhome Property ~~who is not a Lot Owner~~.

*Townhome:* A dwelling unit located on a Lot.

*Townhome Property:* The area within the Verandah-PUD legally described on Exhibit B.

*Surface Water Drainage Area:* Any and all areas of Verandah-PUD including the retention ponds, siltation basins, shore protection, inlet and outlet structures which serve as storm water drainage and retention areas as shown on Verandah-PUD.

*Verandah Owners' Association I:* The Lot Owners' homeowner's association.

*Verandah Master HomeOwner's' Association:* The master homeowner's association.

*Unit:* A single dwelling unit within the Multistory Property, a commercial unit, assisted living units or community facilities.

Verandah-PUD: the area within the property legal described in Exhibit A.

**ARTICLE IV  
GRANT OF EASEMENT TO THE VILLAGE OF HANOVER PARK - PUBLIC  
UTILITY AND FIRE PROTECTION EASEMENT**

A permanent, non-exclusive easement is hereby reserved and granted to the Village of Hanover Park, Illinois, and to all public utility companies of any kind operating under franchise granting them easement rights from the Village of Hanover Park, Illinois, in, upon, across, over, under and through the areas shown by dashed lines and labeled as "Public Utility Easement" on the Plat of Verandah- Planned Unit Development for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas, and such appurtenances and additions thereto as the Village of Hanover Park and Utilities may deem necessary, together with the right of access across the Townhome Property for the necessary personnel and equipment to do any or all of the above work. The right is hereby granted to the Village of Hanover Park and Utilities to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said sewers, or without limitation, utility installations in, on, upon, across, under or through said easements. No permanent buildings shall be placed on said easements. Where an easement is used for storm or sanitary sewers, other utility installations to be located therein shall be subject to the prior approval of the Village of Hanover Park so as not to interfere with the gravity-flow of the stormwater and sanitary sewer or sewers. Fences shall not be erected upon said easements except where specifically permitted by written authority of the Village of Hanover Park.

**ARTICLE V  
VERANDAH OWNERS' ASSOCIATION I  
DECLARATION OF EASEMENTS**

Declarant for itself and on behalf of the Verandah Owners' Association I hereby declares and reserves for itself, its assigns, agents, employees, contractors and subcontractors, a non-exclusive, perpetual easement to enter upon any Lot and into any Townhome to the extent necessary to exercise any right or responsibility of Verandah Owners' Association I as set forth in this Declaration, as to the Lot or the Townhome situated thereon, and the foregoing shall not be guilty of trespass.

**ARTICLE VI  
DECLARANT'S DECLARATION OF EASEMENTS**

Section 1. Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby declares and reserves for itself, its beneficiaries, assigns, agents, employees, contractors and subcontractors, a non-exclusive easement to enter upon the Townhome Property, any Lot and any Townhome, until such time as Declarant owns no Lots under, over and across the Lots for the purpose of constructing, completing, repairing, replacing, improving, maintaining, inspecting, exhibiting and selling any Lots or Townhomes then owned by Declarant.

Section 2. Declarant hereby declares and reserves for itself, its assigns and all Owners, employees, contractors, subcontractors and agents, a non-exclusive, perpetual easement of not more than one (1) foot for the continuation, repair, and replacement of any walls or structures encroaching on any adjoining Lot by reason of construction error, settlement, shifting or to otherwise maintain such walls and structures.

**ARTICLE VII  
PARTY WALLS AND ENCROACHMENTS**

Section 1. Each wall which is built as part of the original construction of the Townhouses and placed on the dividing line or adjacent to or near the dividing line (provided same serves two or more units) between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply.

Section 2. The cost of reasonable repair and maintenance of a party wall or walls shall be shared by the Lot Owners who make use of the wall or walls in proportion to such use.

Section 3. As some of the individual Townhomes in a building may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or at grade level) adjoining Lots, the Lot Owners of each Lot hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof In the event of a fire or other casualty that results in a total or partial destruction

of a townhouse or a building, each townhouse is entitled to be repaired or rebuilt in such a fashion to permit these overhangs or encroachments to be reestablished.

Section 4. To the extent not the responsibility of the Verandah Owners' Association I and insured against under the policies of insurance maintained by Verandah Owners' Association I, if a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has used the wall may restore it, and, if the Lot Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Lot Owners to require a larger contribution of reimbursement from the other Lot Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Notwithstanding any other provision of this Article, any Lot Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of repairing damage caused thereby and of furnishing the necessary protection against such elements.

Section 6. The right of any Lot Owner or the Verandah Owners' Association I to receive contribution from any other Lot Owner under this Article shall be appurtenant to the land and shall pass to such Lot Owners successors in title.

## **ARTICLE VIII AFFIRMATIVE COVENANT AND MAINTENANCE AGREEMENT**

Section 1. The Declarant hereby covenants that each Lot Owner by acceptance of a deed or other document of conveyance of a Lot, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay that Lot Owners proportionate share of expenses incurred for the maintenance, ~~and~~ repair, replacement and improvement of the Common Property, Limited Common Property, reserves, operation of the Verandah Master Owners' Association and Verandah Owners' Association I and other valid expenses, the costs and expenses incurred by Verandah Owners' Association I to repair, replace and improve and otherwise perform its obligations with respect to such Lot Owners Townhome, and by separate payment that Lot Owner's proportionate share of like expenses incurred by Verandah Master Owners' Association. Notwithstanding the foregoing, each Lot Owner shall be responsible for the cost of any repair or replacement required as a result of damage caused by said Lot Owner.

Section 2. Each Lot Owner's proportionate share of expenses incurred by Verandah Owners' Association I shall be determined as the percentage obtained by the fraction the numerator of which is 1 and the denominator of which is \_\_\_\_\_. Any costs assessed against a Lot Owner which are not paid when due will become liens against the Lot Owner's property. Verandah Master Owners' Association I shall have the right to enforce payment of the liens by, including but not limited to, seeking a judicial sale of the Lot. Any cost incurred in enforcing payment of any assessments or liens, including attorneys' fees shall be deemed additional assessments due and payable. The proportionate shares of expenses shall also be the personal obligation of each Lot Owner, his heirs, devisees, personal representatives, assigns) successors, and grantees, at the time the expenses are incurred. If title is held by an Illinois land trust, the trustee shall not have any

personal liability for the proportionate share of expenses but all the beneficiaries of the trust shall be jointly and severally liable, provided, however, the Trustee upon request of the Verandah Owners' Association I shall disclose to the Verandah Owners' Association I the names, addresses and percentages of ownership of the beneficial interest for each beneficiary as of the date of the request and during the two (2) year period prior to the date of the request. In the event title is held by more than one person, title holders shall be jointly and severally liable.

Section 3. Maintenance Agreement. Verandah Owners' Association I shall maintain, ~~and~~ repair, replace and improve in first-class manner the Limited Common Property in the Townhome Property. Nothing herein shall be construed to limit or prohibit Verandah Owners' Association I from entering into one or more agreements with third parties for the performance of such obligations. Notwithstanding the forgoing, in the event that the Verandah Master Owner's Association fails to maintain and repair the Community Property in accordance with that certain Declaration of Easements, Covenants and Restrictions and By-Laws of Verandah Master Owner's Association, Verandah Owner's Association I shall assume such duties and obligations to maintain and repair the Community Property.

## **ARTICLE IX RESERVED RIGHTS**

General Rights. Declarant, and its beneficiaries, shall have the right to execute all documents or undertake any actions affecting the Verandah-PUD which in its sole opinion is either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, obligations under law, or which otherwise are for the benefit of Verandah-PUD. ~~Declarant further reserves the right to rent any Townhome owned by Declarant.~~

## **ARTICLE X GENERAL USE RESTRICTIONS**

Section 1. All Lots may be used only for residential purposes.

Section 2. All occupied dwelling units must be permanently occupied by at least one person who has attained the age of 55 years or older; provided, however, that Verandah Owners' Association I may, in its discretion, grant written requests for waivers from this requirement so long as at all times at least eighty percent (80%) of the dwelling units in the Verandah-PUD are permanently occupied by at least one person who has obtained the age of 55 years or older. A person under the age of 18 years may not occupy any dwelling unit in the Verandah-PUD in excess of thirty (30) days in any twelve month period. This Section 2 is for the benefit of the Village of Hanover Park and the public school districts in which the Townhome Property and the Condominium Property are located.

Section 3. No Owner or resident shall change the exterior appearance of the Townhome, including color, without the Declarant or Verandah Owner's Association I. All window treatments shall be white-lined or white on the exterior side so as to present a uniform appearance unless otherwise approved by the Declarant or Verandah Owner's Association I. No Owner shall remove,

alter or change the normal complement of landscaping (as defined and limited by the Board); however, to the extent approved by the Board, an Owner may plant vegetables and flowers in the portion of the rear yard of the Lot..

Section 4. ~~Rental of Townhomes within the Townhome Property is prohibited. Rental of Townhomes within the Townhome Property is prohibited, provided the Declarant shall have the right to rent Townhomes owned by the Declarant.~~

Section 5. No camping trailers, boats, tractors, trucks with Class B or higher license plates, motorcycles, mobile homes, limousines or other recreational vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, anywhere within the Verandah-PUD, except in the garage: operable automobiles being used by Owners, occupants of the Lots and their invitees may be parked on the Lot Owners' driveways and subdivision streets as permitted by law. Notwithstanding the forgoing, no Owner may park or store more than \_\_\_\_\_(\_\_\_\_) vehicle on ~~his~~such Owner's Lot at any time.

Section 6. No signs of any kind shall be displayed to the public view on any lot except:

- a. one sign of not more than four square feet, or such other dimensions approved by the Declarant, advertising the property for sale; and
- b. any and all signs used or approved by Declarant in connection with developing and advertising lots for sale in Verandah-PUD.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one (1) dog or cat shall be allowed in each Townhome, provided that they are not kept, bred or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the Lots except inside the Townhome. All dogs and cats shall be kept on leashes whenever outside. All dog and cat owners shall collect immediately and dispose of in a trash bin all feces.

Section 8. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any Lot or within the Townhome Property. Trash, garbage or other waste shall not be stored, kept, or maintained anywhere except within the Townhome or the garages on each of the Lots, except on days trash when garbage or other waste material is to be collected and removed.

Section 9. No unlawful, noxious, immoral, or offensive activity shall be carried on in any Townhome or within the Townhome Property, nor shall anything be done therein either willfully or negligently, which may become an annoyance or nuisance to any resident of Verandah-PUD.

Section 10. No exterior television antennae, television satellite dishes, TV antennae or radio antennae of any type whatsoever shall be erected or installed or maintained, temporarily or permanently in or on any Lot, except as approved by Declarant or Verandah Owner's Association I.

Section 11. No fence shall be erected within the Townhome Property, except as approved by the Declarant of the Verandah Owners' Association I.

Section 12. No shed shall be erected or located on a Lot.

Section 13. No Clotheslines shall be permitted to be installed outside of a Townhome within Lot. The drying or hanging of clothes outside of the Townhome is prohibited.

Section 14. Window air conditioners or window fans are prohibited.

Section 15. No trampolines shall be permitted on any Lot.

Section 16. No commercial activities of any kind whatsoever shall be conducted on any portion of the Townhome Property. The foregoing restrictions shall not apply to commercial activities, and signs, if any of the Declarant or its designees, or the use or operation of sales offices or model units in the Townhome Property by Declarant or its designees during the construction and sales period or by Verandah Owners' Association I in furtherance of its powers and purposes set forth hereinafter and its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

**ARTICLE XI  
DUTIES AND POWERS OF VERANDAH OWNERS'  
ASSOCIATION I**

Section 1. The Verandah Owners' Association I shall have the power and duties set forth in the By-Laws attached hereto as "Exhibit \_\_\_", including but not limited to the following: to grant easements where necessary for public utilities to serve the Lots; adopt rules and regulations supplementing the General Use Restrictions as provided by Article X hereof; maintain such policy or policies of insurance at all times as the Board of Directors ("Directors") deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and directors; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Directors; and establish such reasonable reserves as may be required hereunder or as the Directors shall from time to time deem necessary to fulfill and further the purposes of the Association. The Verandah Owner's Association I shall be initially governed in accordance with the By-Laws attached hereto as "Exhibit \_\_\_" and made a part hereof.

Section 2. The Association shall maintain and repair the Lots and Limited Common Property located thereon, as follows:

(a) Painting, maintenance ~~and repair, and~~ replacement, ~~of~~ and tuckpointing of all exterior surfaces of Lot Owners' townhouses, including, but not limited to window glass surfaces, roofs, chimneys and gutters, and the Mechanical Systems serving such Townhome. All of the

foregoing services shall comply with the aesthetic standards from time to time adopted by the Directors or by an architectural committee, if the Directors elect to establish such a committee.

(b) Maintenance of the lawns and the original and normal complement of landscaping (as defined and limited by the Board) within each Lot. Notwithstanding the foregoing, Verandah Owners' Association I may contract the Verandah Master Owners' Association to provide the foregoing services and shall pay for such services \_\_\_\_\_% of the cost of such expenses for Verandah-PUD incurred by Verandah Master Owners' Association.

(c) Provide or contract for the provision of refuse collection and, snow removal, Further, it may contract for ~~and~~ other services with respect to the residence areas to the extent deemed by the Board of Managers to be beneficial and convenient.

(d) Otherwise maintain the Limited Common Property.

Section 3. The Verandah Owners' Association I shall maintain insurance over the Townhomes, including their walls, roofs, driveways and other structures, insuring against damage or destruction caused by fire, wind or other casualty generally insured over under a standard "master condominium" general liability, property and comprehensive insurance policy. Notwithstanding the foregoing, Lot Owner and/or tenants shall be solely responsible for and shall at all times maintain insurance over their personal property and general liability insurance for acts occurring on or about their Townhomes. Lot Owner and/or tenants shall provide proof of such policies in force to Declarant or the Verandah Owners' Association I and shall provide proof of renewal or replacement of such policies on or before their expiration date. Lot Owner shall hold harmless, indemnify and defend Declarant and/or Verandah Owners' Association I against any and all lost, cost, liability, or damage arising from any act occurring within or about a Townhome which was not caused by the negligence of Declarant or the Verandah Owners' Association I. Lot Owner hereby grants a perpetual easement to Declarant and Verandah Owners' Association I to enter upon the Townhome or any portion thereof to effect repairs and reconstruction of any damage to the Townhomes.

## **ARTICLE XII ARCHITECTURAL COMMITTEE**

No structure, patio, improvement or addition shall be erected, placed or altered on any Lot (except as are installed or approved by the Declarant in connection with the initial construction of the Townhomes and other improvements on the Lot) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such structure, patio, improvement or addition have been approved in writing as to conformity of external design and harmony with existing structures and as to location with respect to topography and finished ground elevation, by an architectural committee which shall consist of three (3) members designated and replaced from time to time by the Declarant. Declarant shall have the right to be a member of the committee. The committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plan and specifications and plot plan have been submitted to the committee; or, in the event, no suit to enjoin the erection, placement or alteration of such structure, patio, deck or other improvement or addition has been commenced

prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The powers and duties of Declarant to designate and replace such committee shall cease at the time the last developed with a Townhome and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Managers of the Verandah Owners' Association or in a committee duly appointed by such Board of Managers. Nothing herein contained shall be construed shall be deemed to confer a property right on Lot Owner to construed and structure or modify or change in any manner any existing structure.

### **ARTICLE XIII AMENDMENTS**

Section 1. Except ~~as hereinafter provided for those conditions and restrictions required or approved by the Village of Hanover Park in the Ordinance approving the Verandah PUD ("Required Conditions")~~, Declarant may ~~in its sole discretion~~ change, modify or rescind the Declaration by an instrument in writing setting forth such change, modification or rescission at any time until control of Verandah Owners' Association I is transferred by Declarant to Lot Owners. Subsequent to transfer of control of Verandah Owners' Association I, this Declaration may be amended, modified or rescinded only upon the affirmative written vote of seventy-five percent (75%) of Lot Owners and the approval of Declarant so long as Declarant owns a Lot or a Unit in the Condominium Property. ~~Any amendment, changes or modifications to any provision relating to the Required Conditions shall require the approval of the Village of Hanover Park. Notwithstanding any other provision in this paragraph or this Declaration, no provision, condition or restriction provided for in this Declaration for the benefit of the Village of Hanover Park may be changed, modified, amended or rescinded without the express written approval of the corporate authorities of the Village in a document authorized by it and signed by its authorized representatives and recorded in the Recorder's Office.~~ All lien holders of record shall be notified of any change, modification or rescission which affects their interests either by personal service or mailing by certified mail.

Section 2. The change, modification or rescission, accomplished under the provisions of the preceding paragraph shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois, unless otherwise provided in said amendment.

### **ARTICLE XIV GENERAL PROVISIONS**

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the Lot Owners full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for

successive periods of ten years unless an instrument signed by a majority of the then Lot Owners has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to amend the Declaration shall be effective unless made and recorded three years in advance of any action taken.

Section 2. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered, if personally delivered, or sent by certified mail; return receipt requested with postage prepaid to the last known address the person who appears as the Lot Owner on the records of the County Recorder at the time of such mailing.

Section 3. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class community.

Section 4. In the event title to any property is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such property ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Property Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or transfers of title to such property ownership.

Section 5. Enforcement of these covenants and restrictions shall be by Declarant, Verandah Owners' Association I, Verandah Master Owners' Association, or any Owner in a proceeding at law or in equity against any person, persons, Owner or entity, violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by any party entitled to enforce the terms of this Declaration to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE IX  
SALE OR OTHER ALIENATION

Section 1. Any Lot Owner other than the Declarant or Verandah Retirement Community LLC who wishes to sell his Lot shall give to the Verandah Retirement Community LLC not less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as Verandah Retirement Community LLC may reasonably require. If the proposed purchaser is a land trust, then the beneficiaries of such trust shall be deemed the purchaser for the purposes of this section, and the Verandah Retirement Community LLC may require that the trust provide that there shall be no transfer or assignment of

the beneficial interest of such trust, except for collateral purposes, without first complying with this section. The Verandah Retirement Community LLC shall at all times have the first right and option to purchase such Lot upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Verandah Retirement Community LLC within said thirty (30) days, the Lot Owner may, at the expiration of said thirty-day period, contract to sell such Lot to the proposed purchaser named in such notice on the terms specified therein. If the Lot Owner fails to close said proposed sale transaction within said ninety (90) days, the Lot shall against become subject to the right of first refusal of the Verandah Retirement Community LLC as herein provided.

Section 2. Any Lot Owner other than the Declarant or Verandah Retirement Community LLC who wishes to make a gift of his Lot or any interest therein shall give to the Verandah Retirement Community LLC not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date hereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as Verandah Retirement Community LLC may reasonably require. Verandah Retirement Community LLC shall at all times have the first right and option to purchase such Lot or interest therein for cash at fair market value to be determined by arbitration as herein provided which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) after of said written notice by Verandah Retirement Community LLC, Verandah Retirement Community LLC and the Lot Owner desiring to make such gift may each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator the three arbitrators shall determine, by majority vote, the fair market value of the Lot or interest therein which the Lot Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Lot Owner and Verandah Retirement Community LLC. If Verandah Retirement Community LLC shall fail to select an appraiser as aforesaid, the option of Verandah Retirement Community LLC hereunder shall be deemed waived. If the Lot Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by Verandah Retirement Community LLC shall make the appraisal. The option of Verandah Retirement Community LLC to purchase the Lot or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. Verandah Retirement Community LLC shall be deemed to have exercised its option if it tenders the required sum of money to the Lot Owner desiring to make such gift within said forty-five (45) day period.

Section 3. In the event any Lot Owner dies leaving a will devising his Lot, or any interest therein, and said will is admitted to probate, Verandah Retirement Community LLC shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Lot, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after appointment of a personal representative for the estate of the deceased Lot Owner, Verandah Retirement Community LLC may appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the Lot, or interest therein, devised by the deceased Lot Owner, and shall thereupon give written notice of such determination to Verandah Retirement Community

LLC. If Verandah Retirement Community LLC shall fail to select an appraiser as aforesaid, the option of Verandah Retirement Community LLC shall be deemed waived. If said devisee or devisees, or personal representative, as the case may be, shall fail to select an appraiser, then the appraiser designated by Verandah Retirement Community LLC shall make the appraisal. The right of Verandah Retirement Community LLC to purchase the Lot, or interest therein, at the price determined by appraisal, shall expire sixty (60) days after the date of receipt by it of such notice if the representative of the deceased Lot Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. Verandah Retirement Community LLC shall be to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

Section 4. In the event any Lot or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Lot so sold, give thirty (30) days' written notice to Verandah Retirement Community LLC of his intention to do so, whereupon Verandah Retirement Community LLC shall have an irrevocable option to purchase said Lot or interest therein at the same price for which it was sold at said sale. If said option is not exercised by Verandah Retirement Community LLC within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Lot. The Verandah Retirement Community LLC shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

Section 5. A certificate executed and acknowledged by the Manager, or other duly appointed agent of Verandah Retirement Community LLC stating that the provisions of this Article as hereinabove set forth have been met by an Lot Owner, or waived or released by the Verandah Retirement Community LLC, and that the rights of Verandah Retirement Community LLC hereunder have terminated, shall be conclusive upon Verandah Retirement Community LLC in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Lot Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released.

IN WITNESS WHEREOF; The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 and Verandah Retirement Community LLC, Aman Living, LLC ~~has~~have executed this Declaration ~~on this \_\_\_\_\_ day of April, 2016~~as of the day and year first above written.

The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135 Aman Living, LLC, a \_\_\_\_\_ limited liability company.

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

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

Title: \_\_\_\_\_

Verandah Retirement Community, LLC, an Illinois limited liability Company-

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

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

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, of Verandah Retirement community, Aman Living, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Sale this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL        )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, is a trust officer of \_\_\_\_\_ of The Chicago Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 23, 2016 and known as Trust Number SBL-4135, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Sale this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## EXHIBIT \_\_\_\_

**VERANDAH OWNERS' ASSOCIATION I  
DECLARATION AND BY-LAWS****ARTICLE I  
PURPOSE**

1. Creation and Purpose. There shall be formed an Illinois not-for-profit corporation to be known as the Verandah Owners' Association I whose purpose shall be to ensure the proper use, management and maintenance of all Limited Common Property, Lots and Townhomes. For purposes of these By-Laws, Declarant shall mean Verandah Retirement Community LLC or its designee.

**ARTICLE II  
BOARD OF DIRECTORS**

1. **Board of Directors.** (a) The direction and administration of the Association shall be vested in a Board of Directors consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Lot Owners and shall reside in the Townhome Property 1 provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside in the Townhome Property unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members, as hereinafter defined, shall elect the five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board Members shall be elected at the first annual meeting. The five (5) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board a term of one year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be elected to a term in excess two (2) years; provided, however, that a Board member may be reelected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the

Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Townhome Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(d) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the board shall be open to any Lot Owner, notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

2. **General Powers of the Board.** The powers and duties of the Board of Directors shall include, but shall not be limited to, the following matters:

- (a) preparation, adoption and distribution of the annual budget for the Association;
- (b) levying of assessments;
- (c) collection of assessments from Lot Owners;
- (d) obtaining adequate and appropriate kinds of insurance;
- (e) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- (f) adoption and amendment of rules and regulations covering the details of the operation and use of the Townhome Property;
- (g) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Townhome Property;

(h) to pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, and repair of the Townhomes, common areas, Limited Common Property as the Board shall determine are necessary and proper;

(i) to pay for any other materials) supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which in its opinion shall be necessary or proper for the maintenance and operation of the Townhome Property as a first class townhouse development or for the enforcement of these restrictions;

(j) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Townhome Property or any part thereof which may in the opinion of the Board constitute a lien against the Townhome Property, rather than merely against the interests therein of particular Lot Owner. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Lot Owners;

(k) to maintain and repair any Townhome if such maintenance or repair is necessary, in the discretion of the Board, to protect any other portion of the building, and a Lot Owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;

(l) the Board or its agent upon reasonable notice may enter any Townhome when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Lot Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense;

(m) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In absence of such determination by the Board, such documents shall be signed by the countersigned by the President of the Board;

(n) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Townhome Property, and for the health, comfort, safety and general welfare of the Lot Owners and Residents of the Townhome Property. Written notice of such rules and regulations shall be given to all Lot Owners and occupants and the entire Townhome Property shall at all times be maintained subject to such rules and regulations;

(o) the Board may engage the services of an agent to manage the Townhome Property to the extent deemed advisable by the Board;

(p) nothing hereinabove contained shall be construed to give the Board or Association, authority to conduct an active business for profit on behalf of all the Lot Owners or any of them;

(q) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Lot Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

### **ARTICLE III MEMBERS**

1. **Voting Rights.** There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Lot Owners. Such Voting Members shall be the Lot Owner or one of the group composed of all the Lot Owners of a Lot or may be some person designated by such Lot Owners to act as proxy on his or their behalf and who need not be a Lot Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Lot Owner or Lot Owners. Any or all Lot Owners of a Lot, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Lot may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be equal to the number of Lots, and each Lot Owner shall be entitled to one vote. The Trustee shall designate the Voting Member with respect to any Lot owned by the Trustee. The Association shall have one class of membership only.

2. **Meetings.** (a) Meetings of the Voting Members shall be held at the Townhome Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.

(b) The initial meeting of the Voting Members shall be held upon written notice, not less than or more than ten (10) days' notice given by the Trustee or Declarant. Such written notice may be given at any time after the conveyance by the Declarant of three-fourths (3/4) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Voting Members in November at such reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some

of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members having \_\_\_\_\_percent (\_\_\_\_%) of the total votes and delivered not less than ten (10) days or more than thirty (30) 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. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Directors, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or mailed to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Townhome of the Lot Owner with respect to which such voting right appertains, if no address has been given to the Board.

4. **Miscellaneous.** No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Townhome Property and assets of the Association and the purchase or sale of land or of Lots on behalf of all lot Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, except as otherwise provided for in the Declaration.

#### **ARTICLE IV ASSESSMENTS-MAINTENANCE FUND**

1. **Estimated Annual Budget and Assessments.** Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Lot Owners proposed common expense assessment. Each Lot Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget. The “estimated annual budget” shall be assessed to the Lot Owners in accordance with Article VIII of the Declaration. Each Lot Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Directors shall be open to any Lot Owner, and that notice of such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Lot Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Lot made pursuant to this Section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Lot Owners an itemized accounting of the Association expenses for the preceding year actually incurred and paid, together

with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Lot Owner to the next monthly installments due from Lot Owners under the current year estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six (6) months after rendering of the accounting.

2. **Reserves and Adjustments.** The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Lot Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Lot Owners voting at a meeting of such Lot Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Lot Owner equal to the greater of five (5) times the Lot's most recent common expense assessment calculated on a monthly basis or \_\_\_\_\_ dollars (\$\_\_\_\_\_ whichever is less). All Lot Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. **Initial Estimate of Annual Budget.** When the first Board elected or appointed hereunder takes office it shall determine the "estimated annual budget" as hereinabove defined, for the commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Lot Owner during said period as provided in Section I of this Article.

4. **Failure to Prepare Estimates.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Lot Owner shall not constitute a waiver or release in any manner of such Lot Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Lot Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. **Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Lot Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

6. **Use of Funds.** All funds collected hereunder shall be held and expended for the purpose designated herein and (except for such special assessments as may be levied hereunder

against less than all the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Lot Owners.

7. **Insurance.** Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Lots shall be assessed to such Owner.

8. **Assessments.** If a Lot Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Lot Owners, to enforce collection thereof or to foreclose the lien therefor as herein after provided and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Lot Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate as provided by the Declaration. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Lot Owner shall fail to pay the proportionate share of the Association expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Lot Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Lot Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Lot Owners interest in the Lot, to maintain for the benefit of all the other Lot Owners an action for possession in the manner prescribed in the Illinois Code of Civil Procedure, Article IX, as amended, and to execute leases of such defaulting Lot Owner's interest in the Property and apply the rents derived therefrom against such expenses.

9. **Nonuse.** No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.



**VERANDAH**

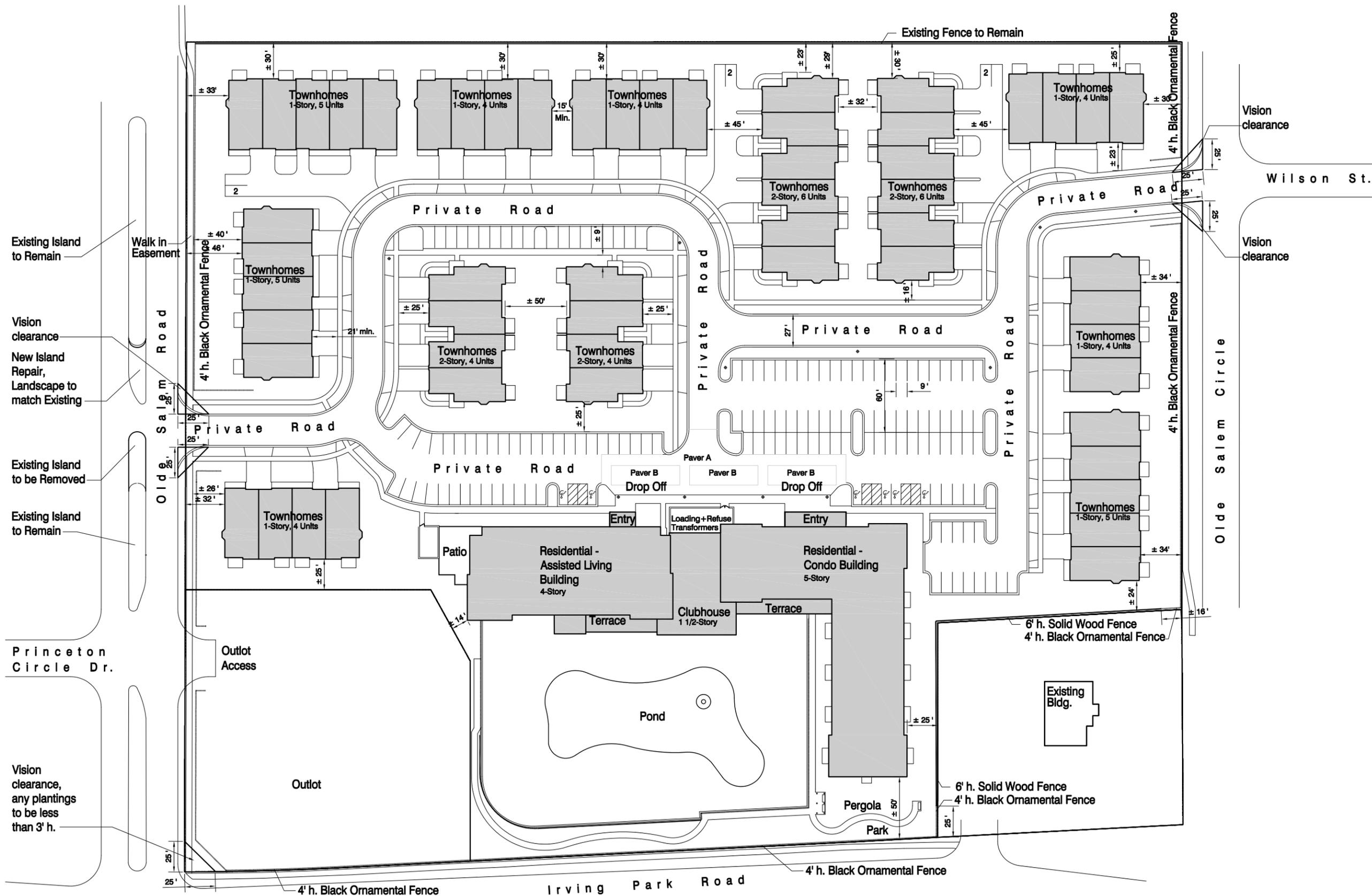
Aman Living, LLC Hanover Park, Illinois

Exhibit 1

43 South Vail Avenue  
Arlington Heights, Illinois 60005  
Job No. 15025 © 2016



November 18, 2016 ARCHITECTS + PLANNERS, INC.



**Project Data**

Site Area	± 502,254 sf
Outlot Site Area	± 52,000 sf
Residential Site Area	± 450,254 sf

**Residential Site Data**

Residential Units	215
Townhomes (in 12 buildings)	55
Multi-Family Building	160
Independent	80
Assisted Living Units	68
Memory Care	12

**Lot Area**

Lot Area	± 450,254 sf
Lot Coverage (Impermeable)	268,700
% Lot Coverage	59.7%
Gross Bldg. Floor Area	240,593 sf
Incl. Townhomes & Condos w/ Clubhouse	
Floor Area Ratio (FAR)	0.53
Density, net units/10.34 acres	20.9

**Residential Parking - Provided**

Townhomes	156
1 & 2 car garages	75
1 & 2 car aprons on-grade	75
Multi-Family Building (on-grade)	6
<b>Total Provided</b>	<b>303</b>

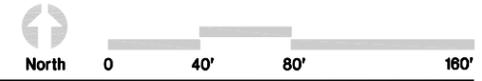
**Residential Parking - Required**

per section 110-6.2	128
Elderly Housing @ 1 per 2 d.u.	108
Projected Staff	20



Site Plan

Exhibit 2





### Typical Plant Palette

Botanic Name	Common Name	Size
<i>Acer x fremanii</i> 'Marmo'	Marmo Maple	2.5" BB
<i>Betula nigra</i>	River Birch	8' Ht. BB
<i>Celtis occidentalis</i> 'Windy City'	Windy City Hackberry	2.5" BB
<i>Catalpa speciosa</i>	Northern Catalpa	2.5" BB
<i>Crataegus crus-galli</i> 'Inermis'	Thornless Hawthorn	8' Ht. BB
<i>Malus</i> 'Red Jewel'	Red Jewel Crabapple	Multi-stem 2" BB
<i>Malus</i> 'Donald Wyman'	Donald Wyman Crab	Multi-stem 2" BB
<i>Picea abies</i>	Norway Spruce	6' Ht. BB
<i>Platanus x acerifolia</i> 'Morton Circle'	London Planetree	2.5" BB
<i>Quercus bicolor</i>	Swamp White Oak	2.5" BB
<i>Thuja occidentalis</i> 'Techny'	Mission Arborvitae	8' Ht. BB
<i>Tilia americana</i>	Basswood	3" BB
<i>Ulmus davidiana</i> 'Morton'	Morton Elm	2.5" BB

### Shrubs

Botanic Name	Common Name	Size
<i>Buxus x 'Glencoe'</i>	Glencoe Boxwood	24" BB
<i>Cornus sericea</i> 'Farrow'	Dwarf Redtwig Dogwood	24" BB
<i>Euonymus alatus</i> 'Compactum'	Compact Burning Bush	24" BB
<i>Hamamelis vernalis</i>	Vernal Witchhazel	3" BB
<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	24" BB
<i>Hydrangea paniculata</i> 'Tardiva'	Tardiva Hydrangea	30" BB
<i>Itea virginica</i> 'Morton'	Morton Sweetgum	24" BB
<i>Juniperus x media</i> 'Kallay's Compact'	Compact Juniper	18" BB
<i>Rhus aromatica</i> 'Gro Low'	Gro Low Sumac	18" BB
<i>Spiraea japonica</i> 'Gold Flame'	Gold Flame Spirea	18" BB
<i>Spiraea prunifolia</i>	Bridalwreath Spirea	3" BB
<i>Taxus x media</i> 'Tauntoni'	Taunton Yew	24" BB
<i>Viburnum dentatum</i> 'Ralph Senior'	Autumn Jazz Arrowwood	3" BB
<i>Viburnum x 'Juddi'</i>	Judd Viburnum	3" BB

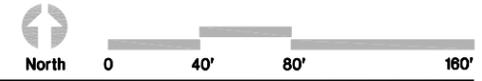
### Perennials

Botanic Name	Common Name	Size
<i>Allium</i> 'Summer Beauty'	Summer Beauty Onion	#1 Cont.
<i>Ajuga x 'Chocolate Chip'</i>	Chocolate Chip Carpet Bugle	#1 Cont.
<i>Coreopsis verticillata</i> 'Zagreb'	Zagreb Tickseed	4" pots
<i>Eutrochium dubium</i> 'Little Joe'	Little Joe-Pye Weed	#1 Cont.
<i>Hosta</i> 'Guacamole'	Guacamole Hosta	#1 Cont.
<i>Hemerocallis</i> 'Happy Returns'	Repeating Yellow Daylily	#2 Cont.
<i>Pennisetum alopecuroides</i> 'Cassian'	Cassian Fountain Grass	#1 Cont.
<i>Matteuccia struthiopteris</i>	Ostrich Fern	#1 Cont.
<i>Pachysandra terminalis</i> 'Green Carpet'	Green Carpet Pachysandra	#1 Cont.
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	4" pots
<i>Salvia nemorosa</i> 'Wesuwe'	Wesuwe Meadow Sage	#1 Cont.
<i>Sedum</i> 'Autumn Joy'	Autumn Joy Stonecrop	#2 Cont.
<i>Sesleria autumnalis</i>	Autumn Moor Grass	#1 Cont.
<i>Stachys officinalis</i> 'Hummelo'	Hummelo Betony	#1 Cont.



## Landscape Plan

Exhibit 3



Aman Living, LLC Hanover Park, Illinois

43 South Vail Avenue  
Arlington Heights, Illinois 60005  
Job No. 15025 © 2016  
**HKM**  
November 18, 2016 ARCHITECTS + PLANNERS, INC.







Site Bench (N.T.S.)



Black Ornamental Fence (N.T.S.)



Prefabricated Composite Pergola (N.T.S.)



Pergola Park Landscape Plan

**VERANDAH**

Landscape Detail

Aman Living, LLC Hanover Park, Illinois

Exhibit 3c



43 South Vail Avenue  
Arlington Heights, Illinois 60005  
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**LUMINAIRE SCHEDULE**

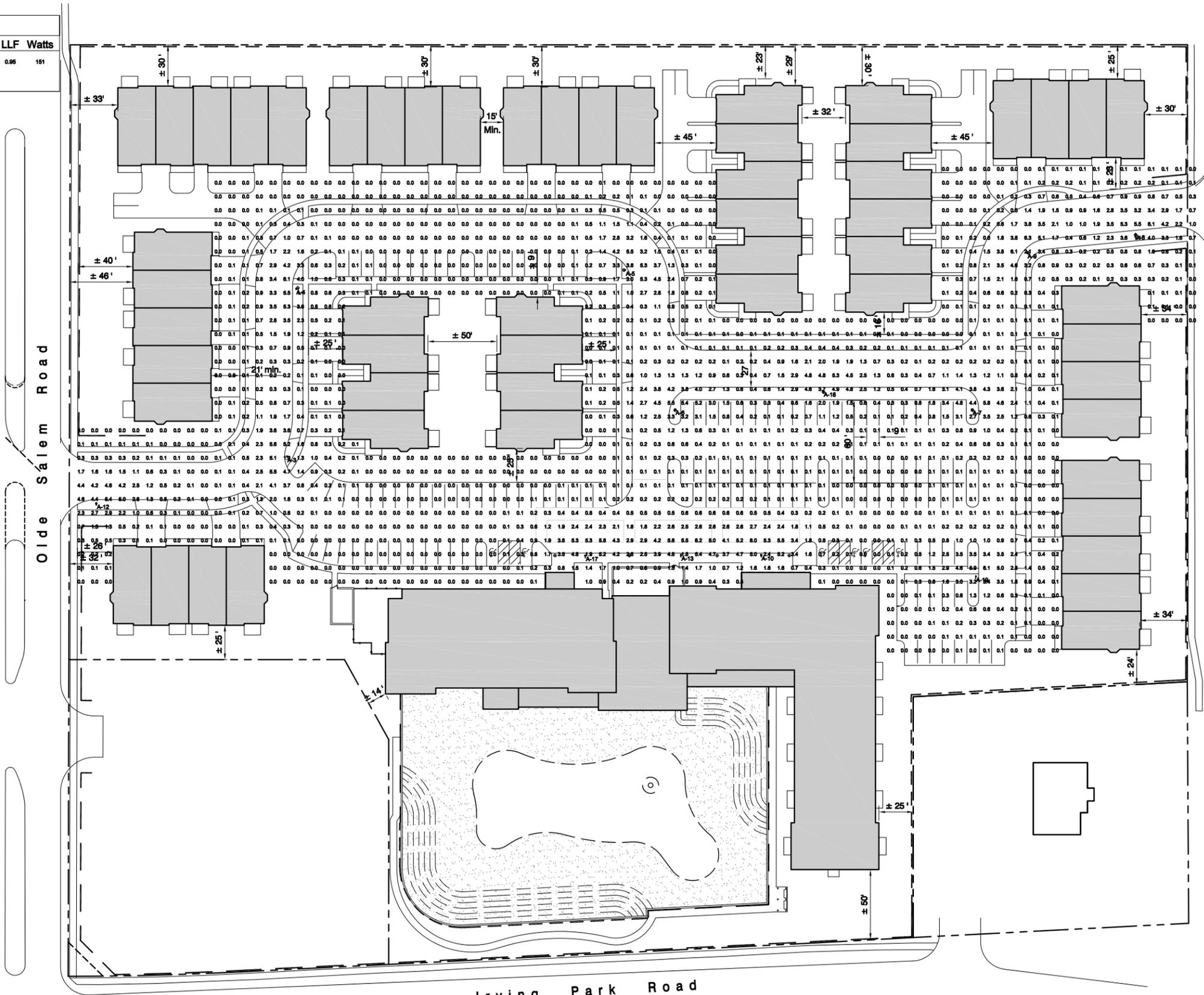
Sym.	Label	Qty	Catalog #	Description	Lamp	Lumens	LLF	Watts
□	A	13	MRP LED 42C 1000 40K SR2 MVCLT	MRP POST TOP LIGHT 42 LEDs 1000 mA DRIVE CURRENT 40K COLOR TEMP TYPE 2 DISTRIBUTION	HLM LIGHT ENGINE	Absolute	0.95	151

**Statistics**

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.5 fc	6.3 fc	0.0 fc	N/A	N/A

**Luminaire Locations**

No.	Label	X	Y	MH	Orientation	Tilt
3	A	349.07	503.01	16.00	270.00	0.00
4	A	355.63	625.01	16.00	270.00	0.00
5	A	593.26	637.70	16.00	45.00	0.00
6	A	630.61	536.03	16.00	0.00	0.00
7	A	847.13	536.02	16.00	0.00	0.00
8	A	966.10	663.45	16.00	0.00	0.00
9	A	887.99	650.36	16.00	315.00	0.00
10	A	693.25	430.12	16.00	0.00	0.00
12	A	208.93	467.60	16.00	0.00	0.00
13	A	634.89	430.03	16.00	0.00	0.00
17	A	565.23	429.70	16.00	0.00	0.00
18	A	738.63	549.20	16.00	0.00	0.00
19	A	849.65	414.52	16.00	0.00	0.00

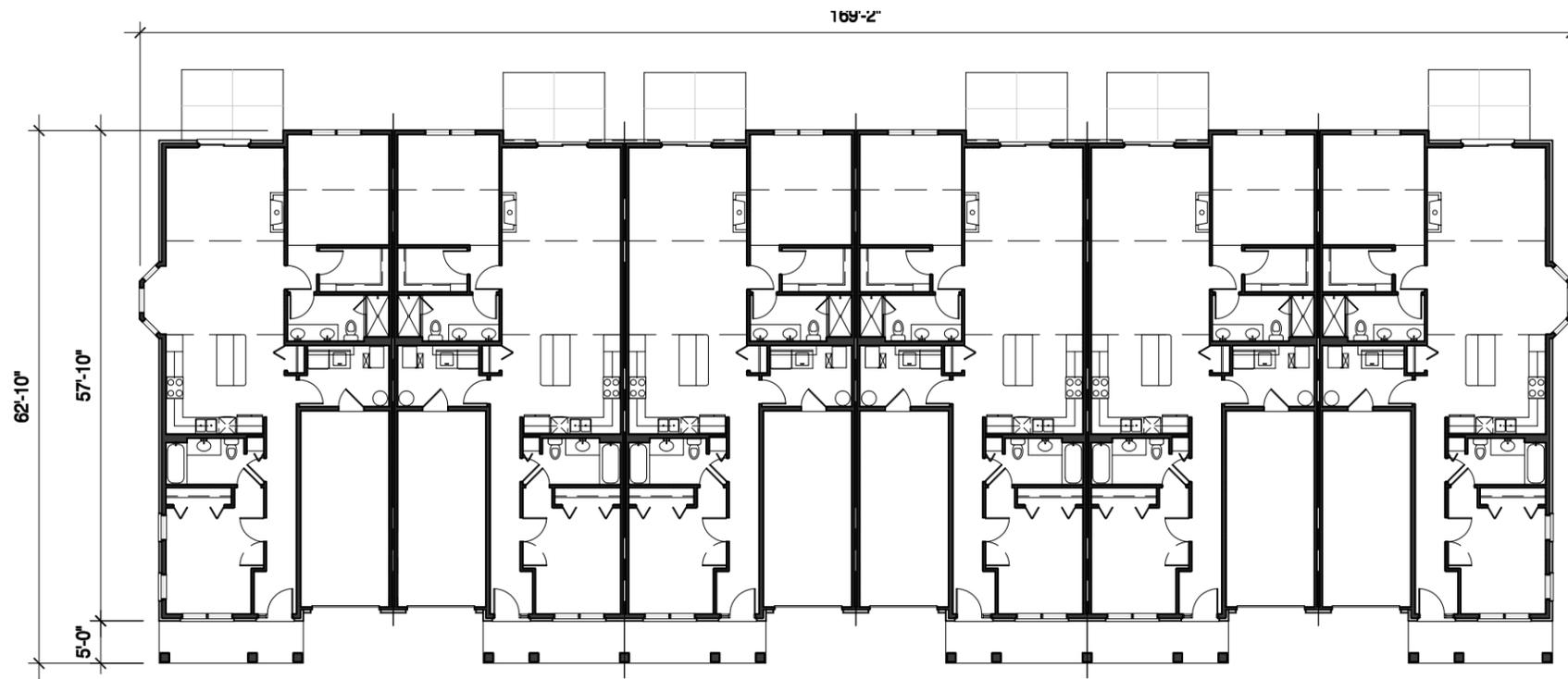


Wilson St

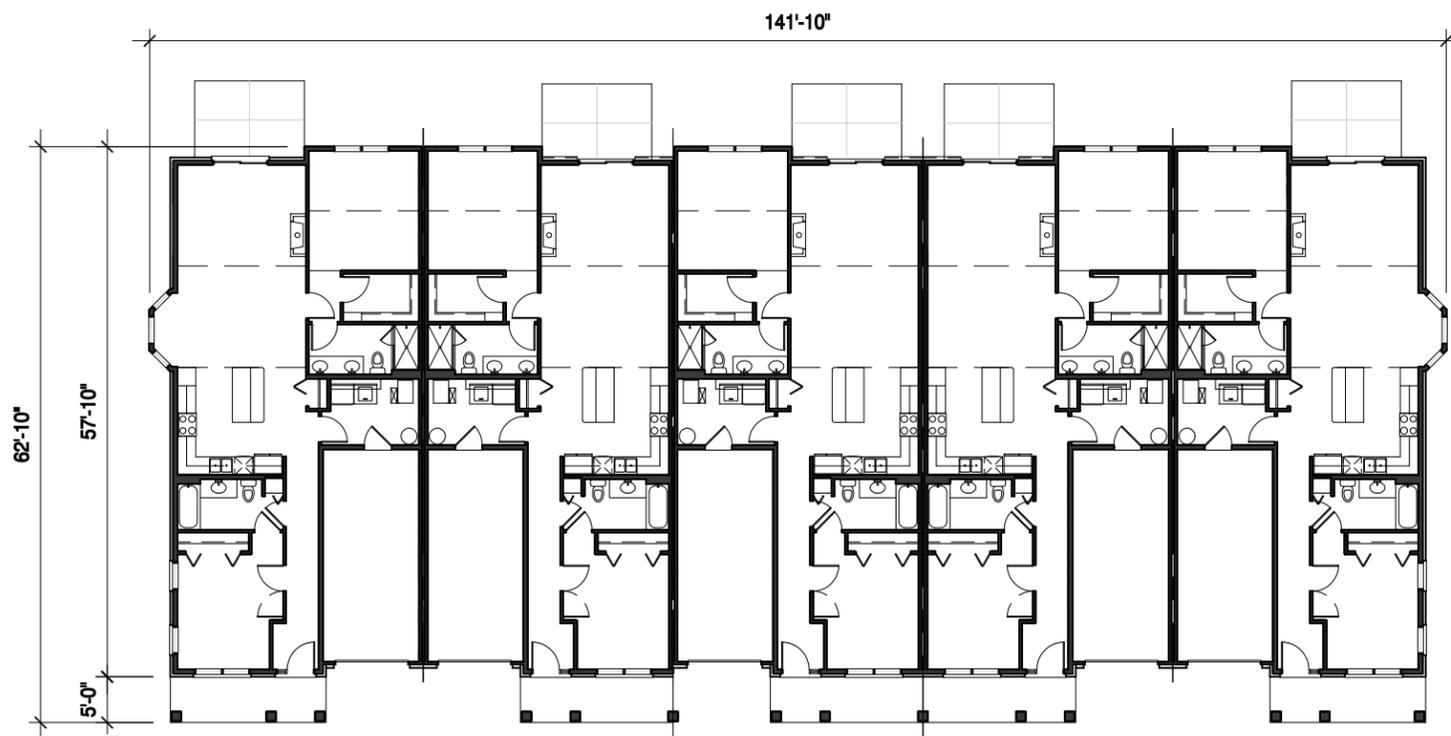
Old Salem Circle

Irving Park Road

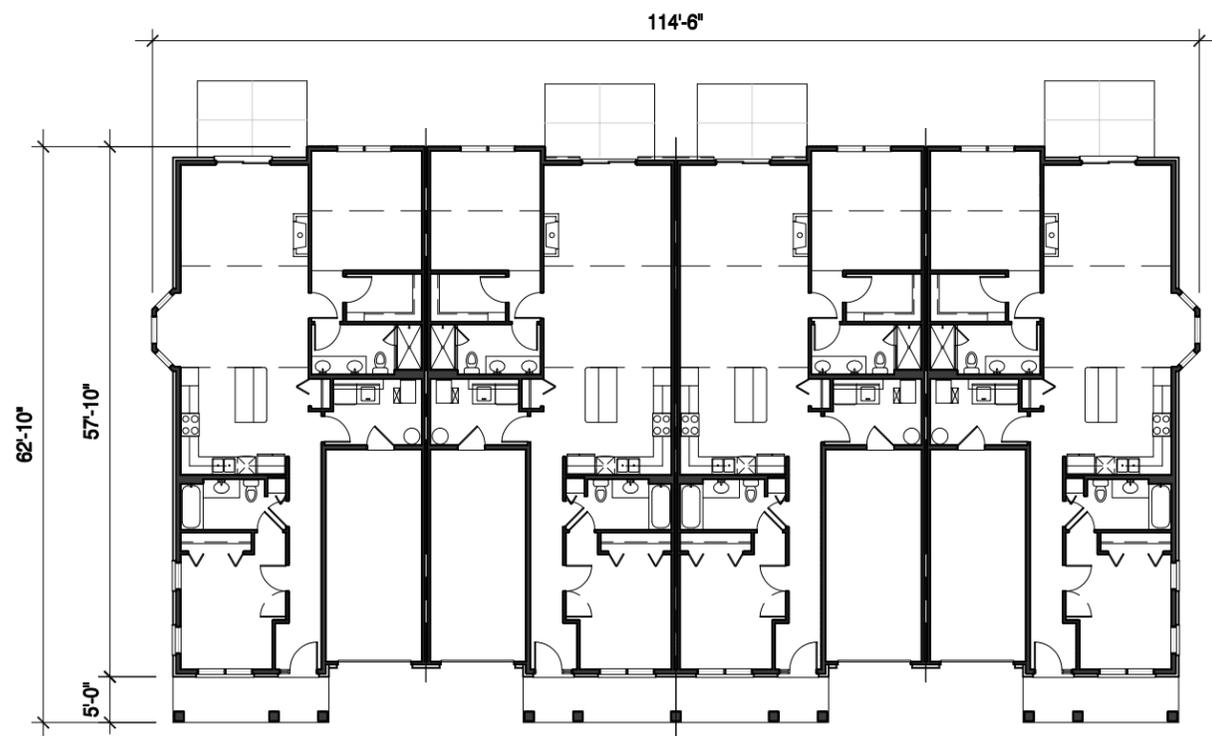
nceton  
cle Dr.



6 Unit Building Assembly Plan



5 Unit Building Assembly Plan



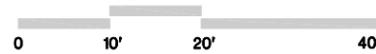
4 Unit Building Assembly Plan

**VERANDAH**

1-Story Townhome Assembly Plans

Aman Living, LLC Hanover Park, Illinois

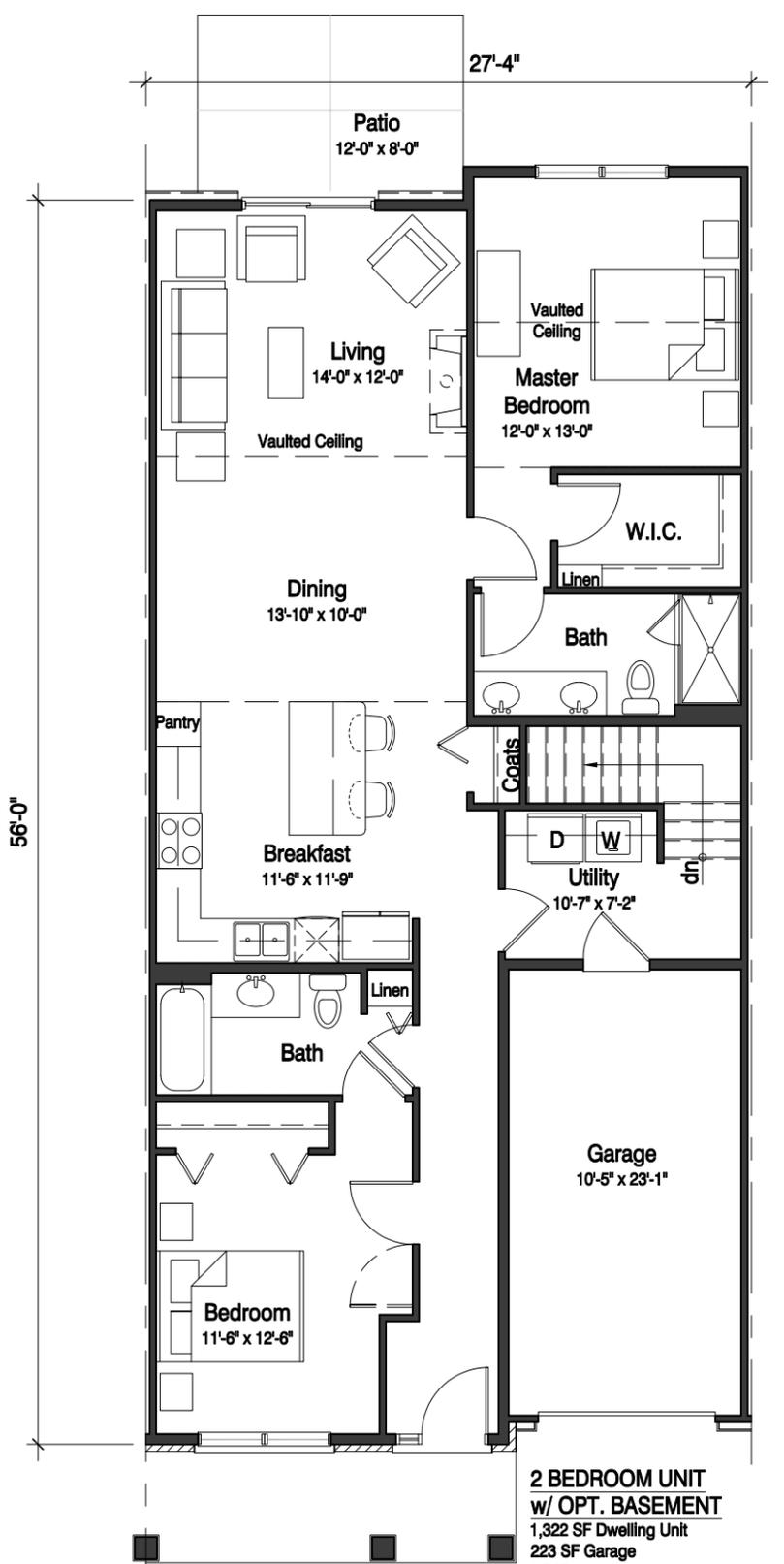
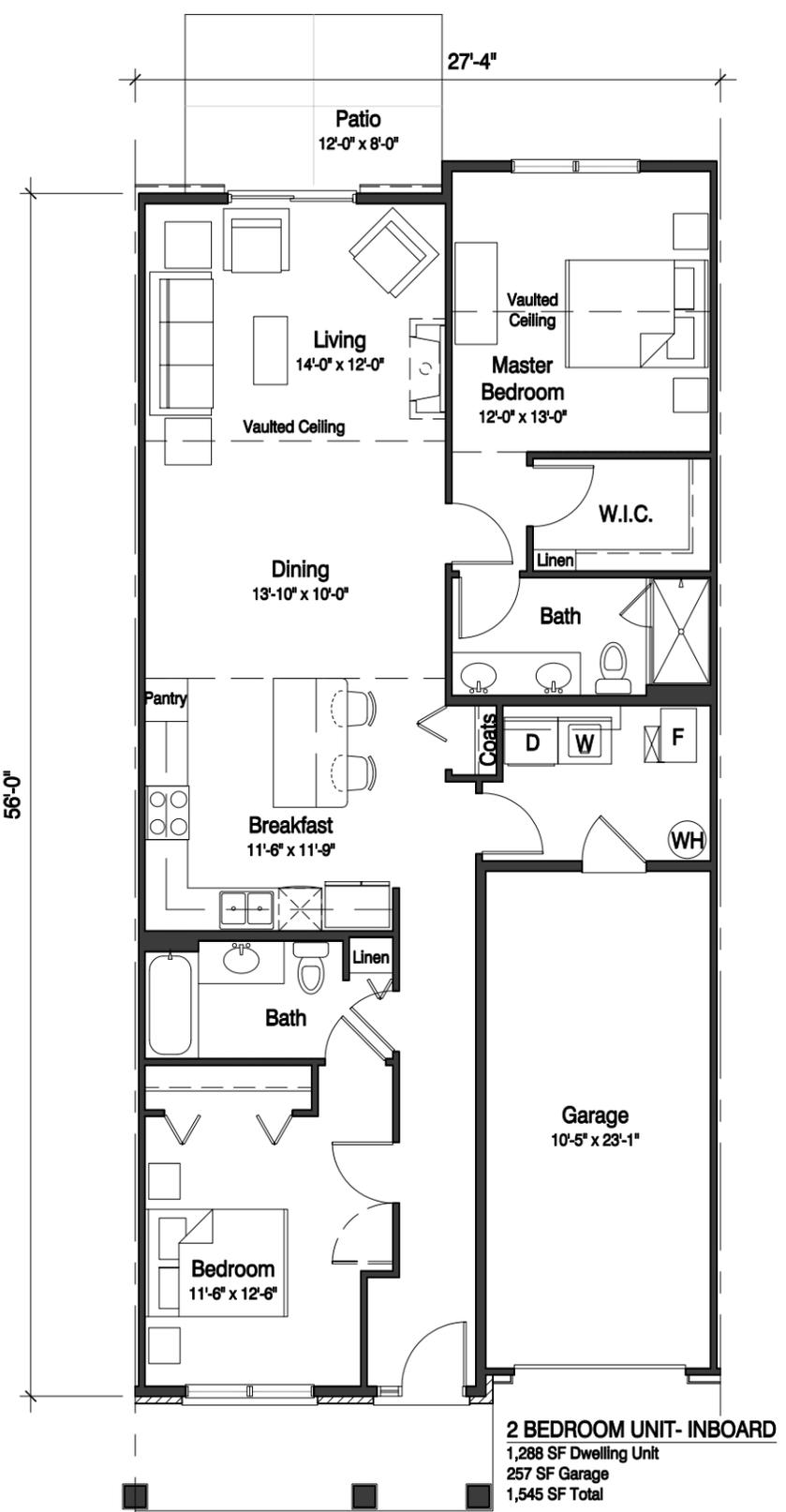
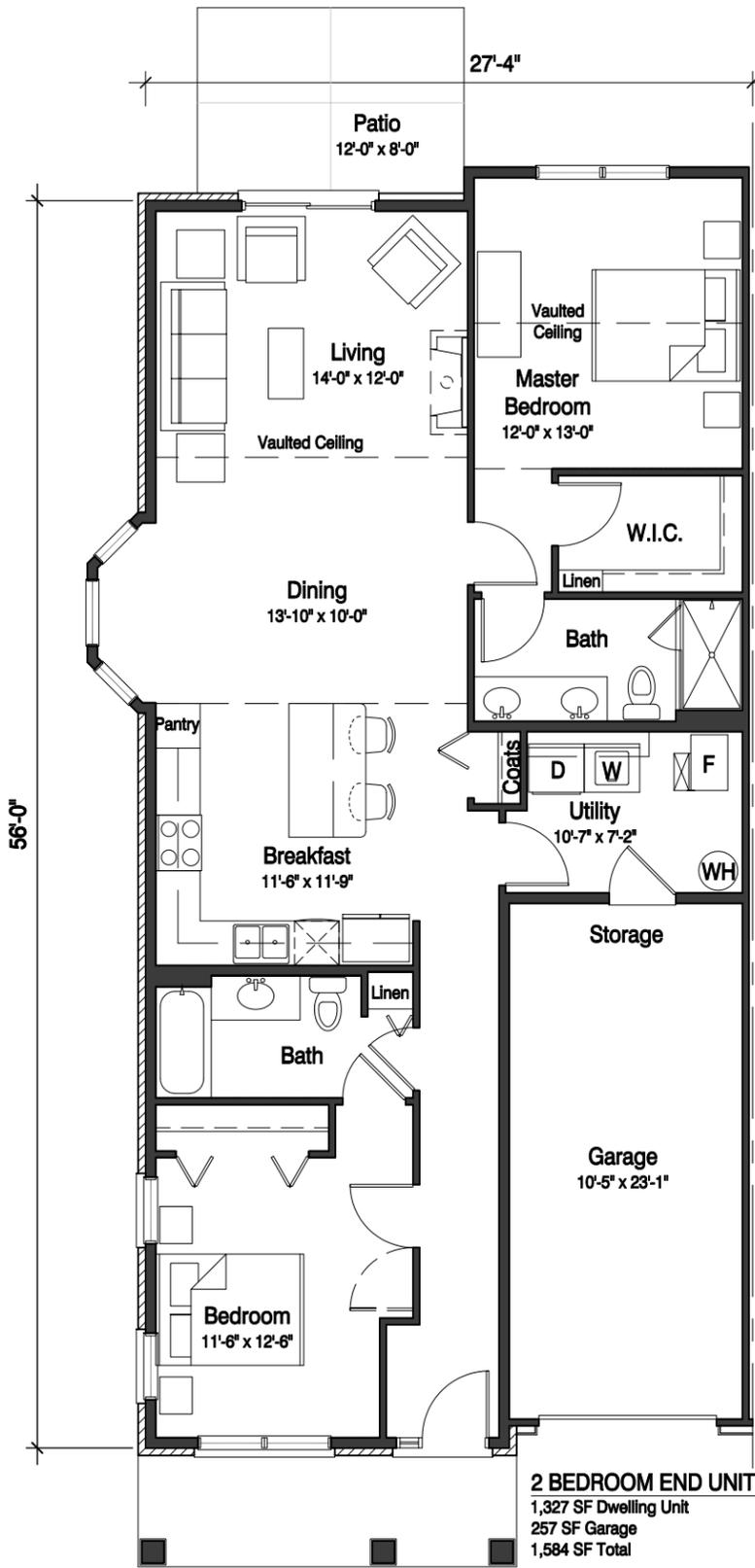
Exhibit 5



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**VERANDAH**

**1-Story Townhome Unit Plans**

Exhibit 6

Aman Living, LLC Hanover Park, Illinois



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Typ. Siding

Asphalt Shingles  
Shake Siding

Raised Seam Mtl Roofing  
Typ. Siding

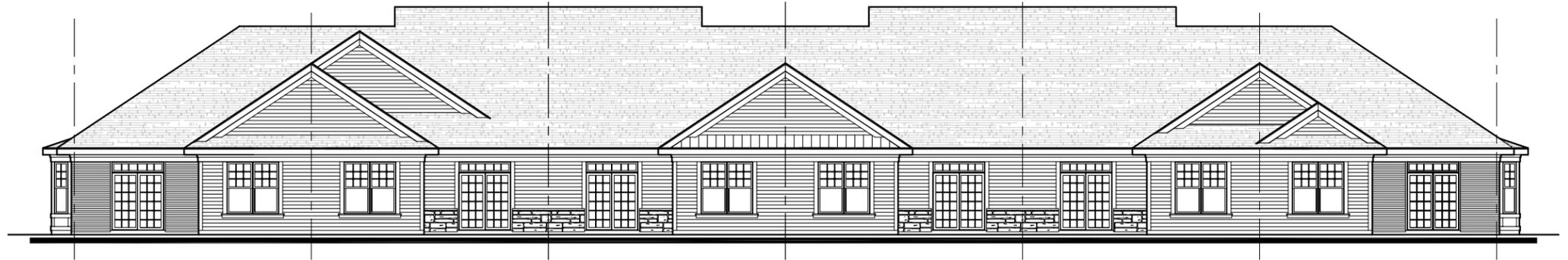
Pre-Mfr. Rail

Brick Veneer, Typ.  
Stone Veneer

Front Elevation



Typ. Side Elevation  
w/ Siding @ Select Locations



Rear Elevation



Typ. Side Elevation  
w/ Brick @ Select Locations

**VERANDAH**

1-Story Townhome Elevations (6 Unit Assembly)

Aman Living, LLC Hanover Park, Illinois

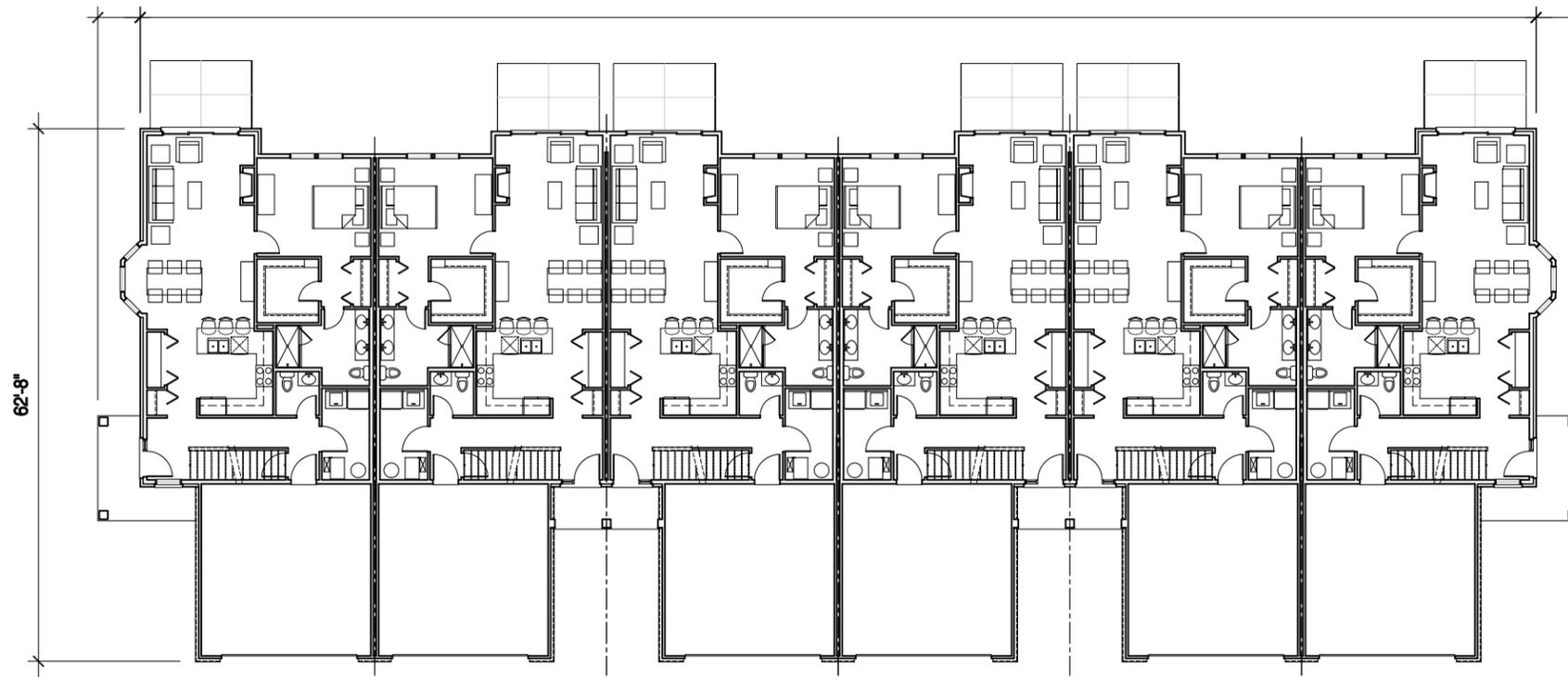
Exhibit 7



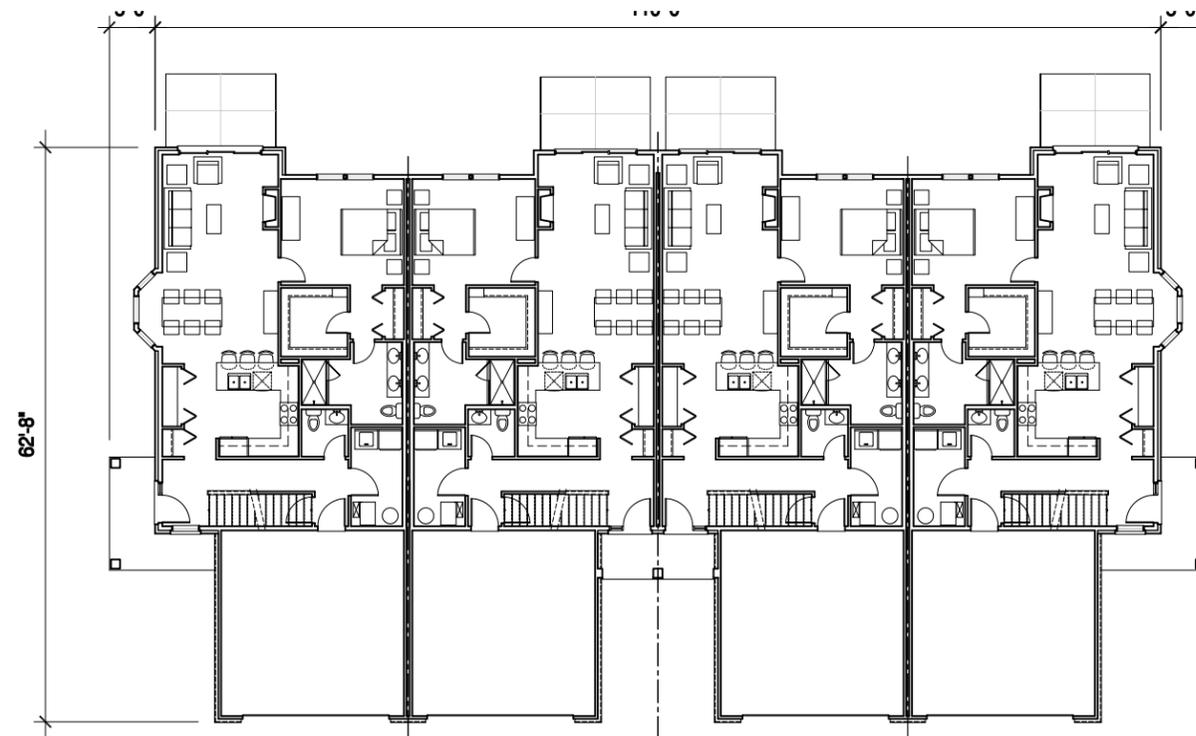
43 South Vail Avenue  
Arlington Heights, Illinois 60005  
Job No. 15025 © 2016



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6 Unit Building Assembly Plan



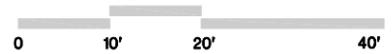
4 Unit Building Assembly Plan

2 Story Townhome Assembly Plans

**VERANDAH**

Aman Living, LLC Hanover Park, Illinois

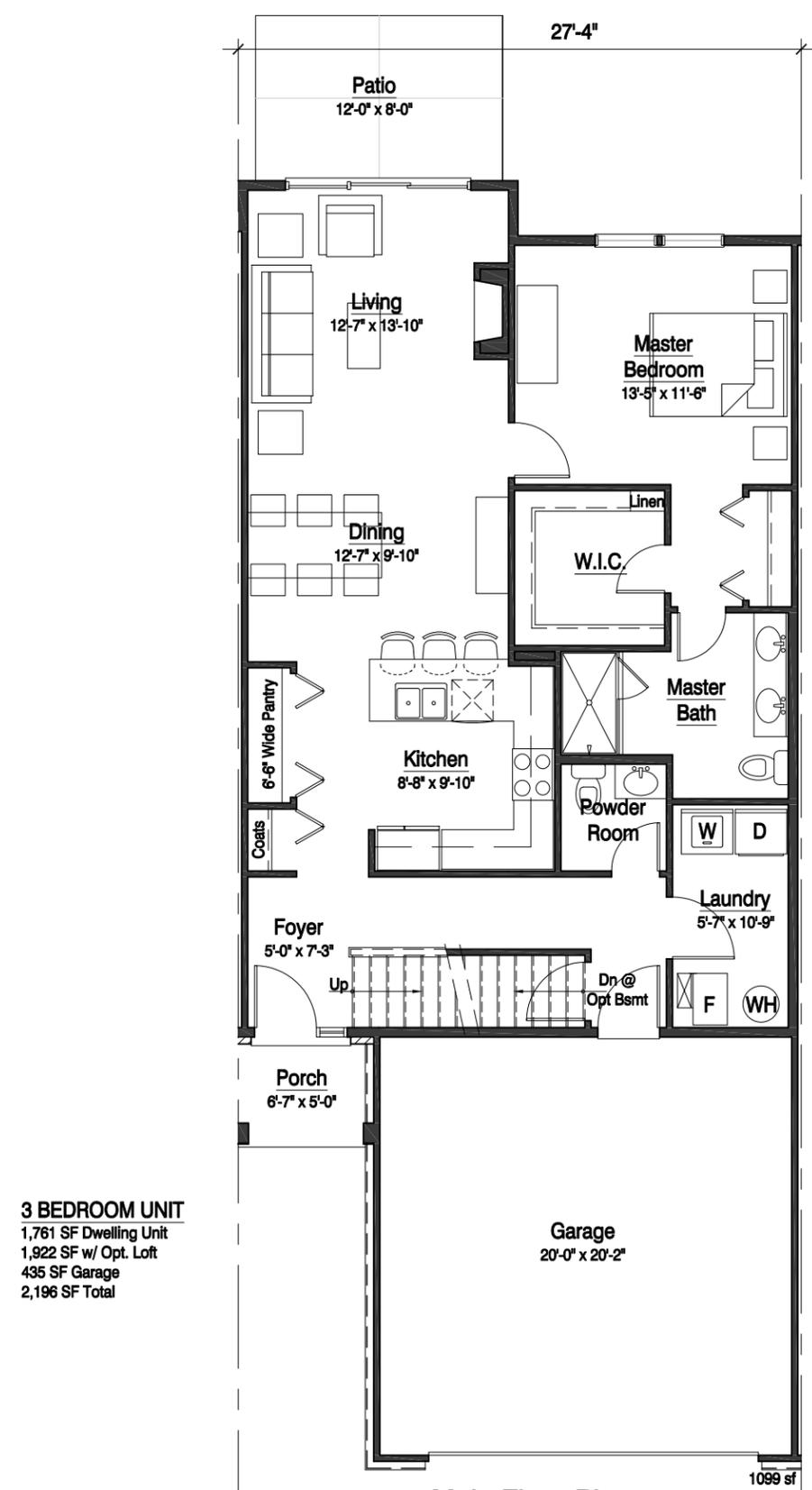
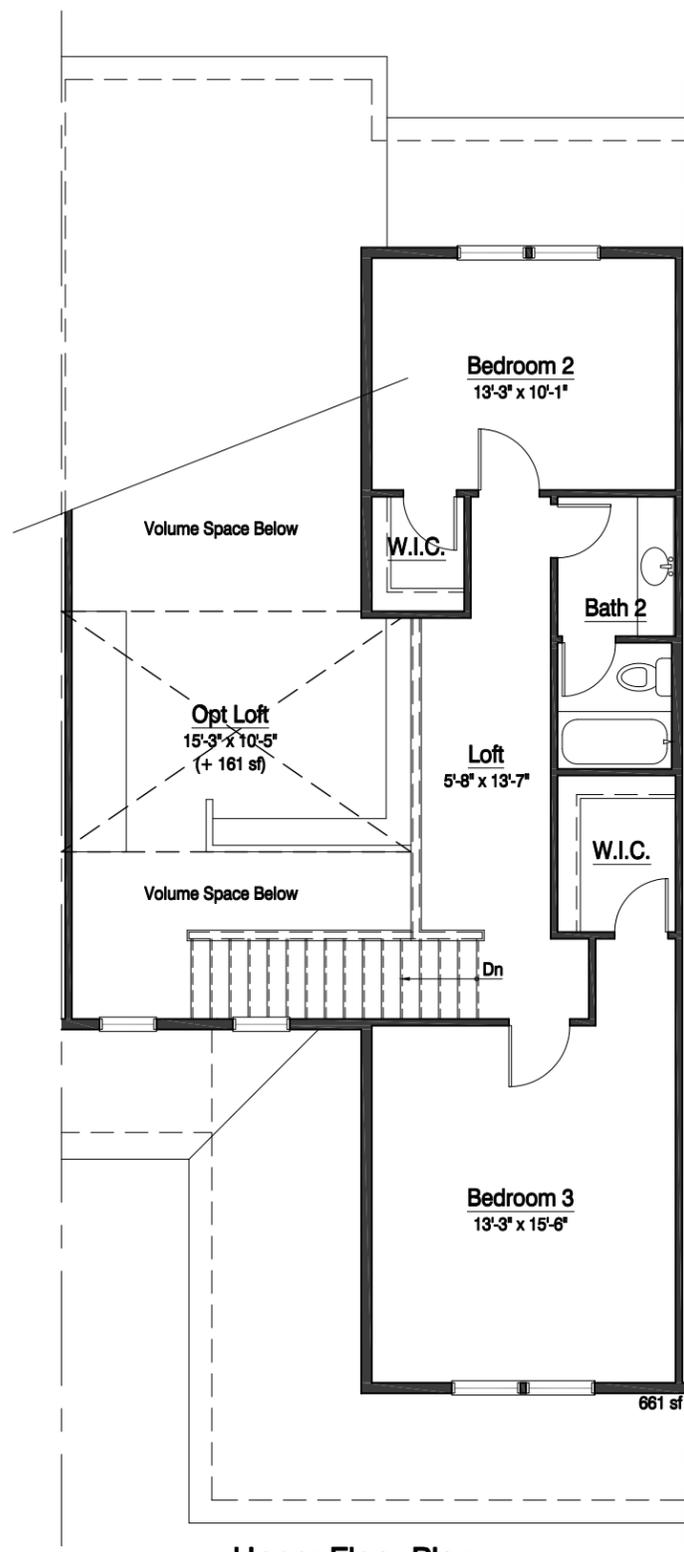
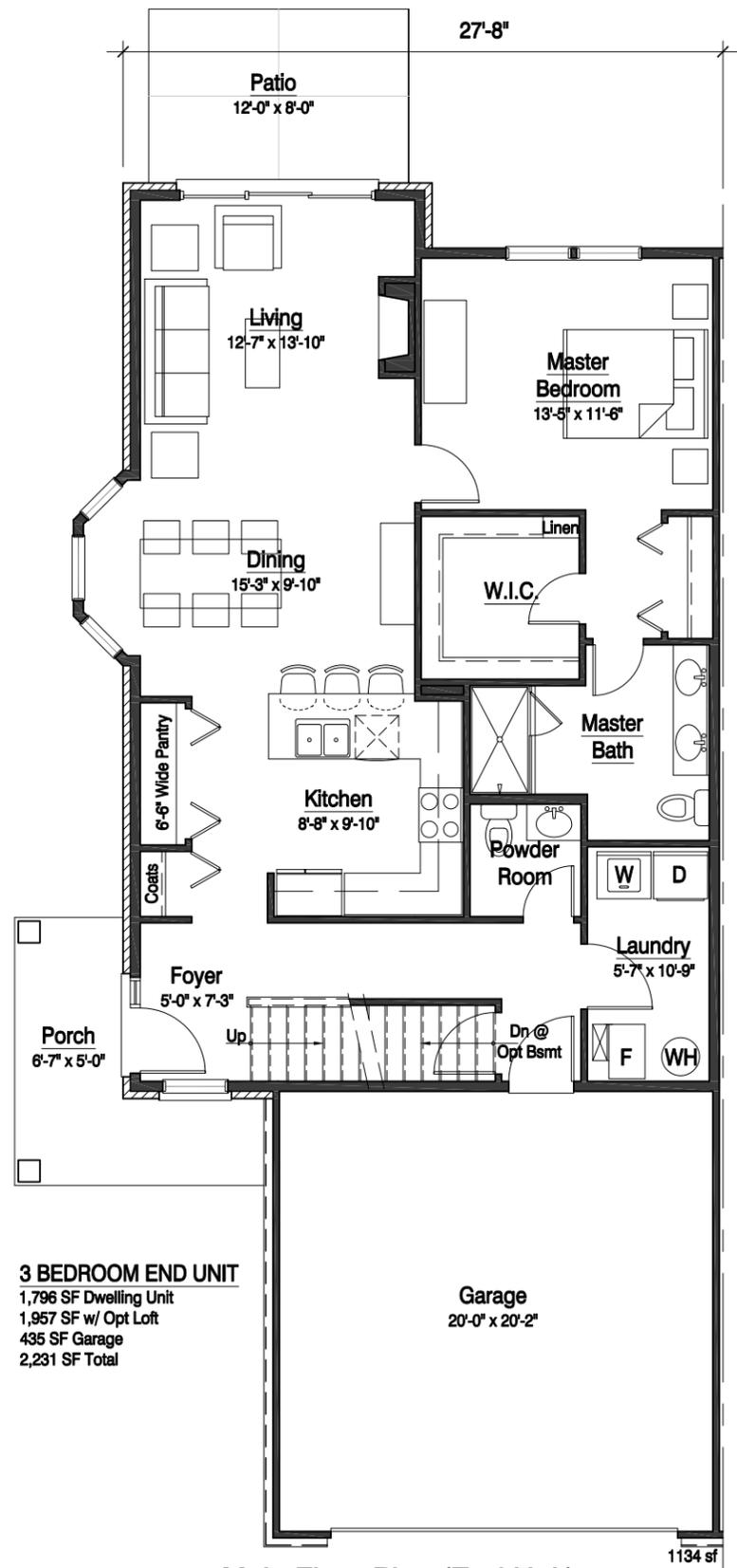
Exhibit 8



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**2 Story Townhome Unit Plans**

Exhibit 9



Max Bldg Ht  
EL. 32'-0"

Raised Seam Mtl Roofing

Asphalt Shingles



Typ. Siding

Front Elevation

Brick Veneer, Typ.



Right Side Elevation

**VERANDAH**

### 2 Story Townhome Elevations (4 Unit Assembly)

Aman Living, LLC Hanover Park, Illinois

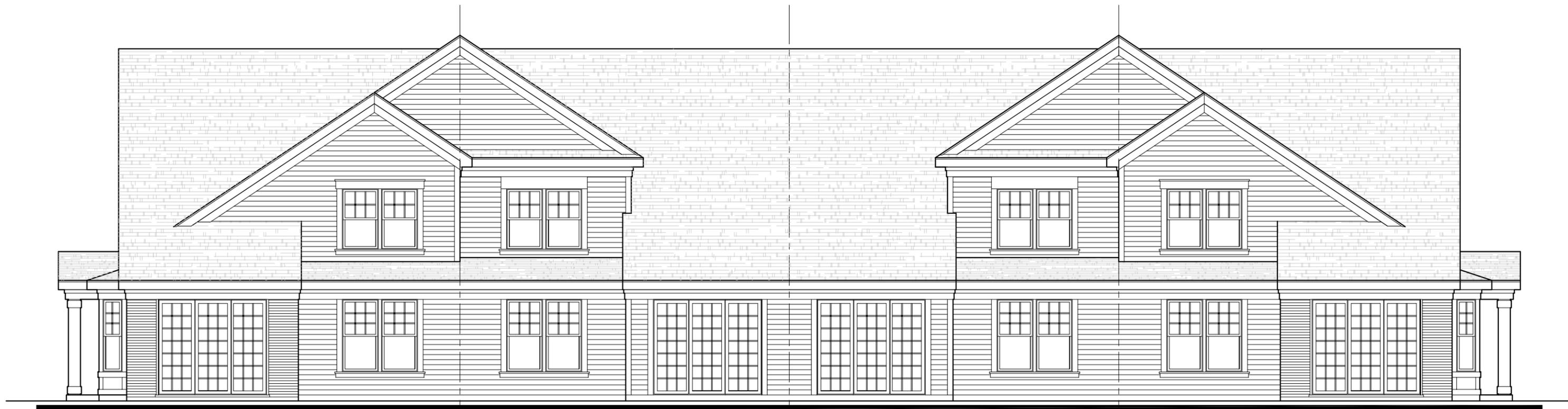
Exhibit 10



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Rear Elevation



Left Side Elevation

### 2 Story Townhome Elevations (4 Unit Assembly)

**VERANDAH**

Aman Living, LLC Hanover Park, Illinois

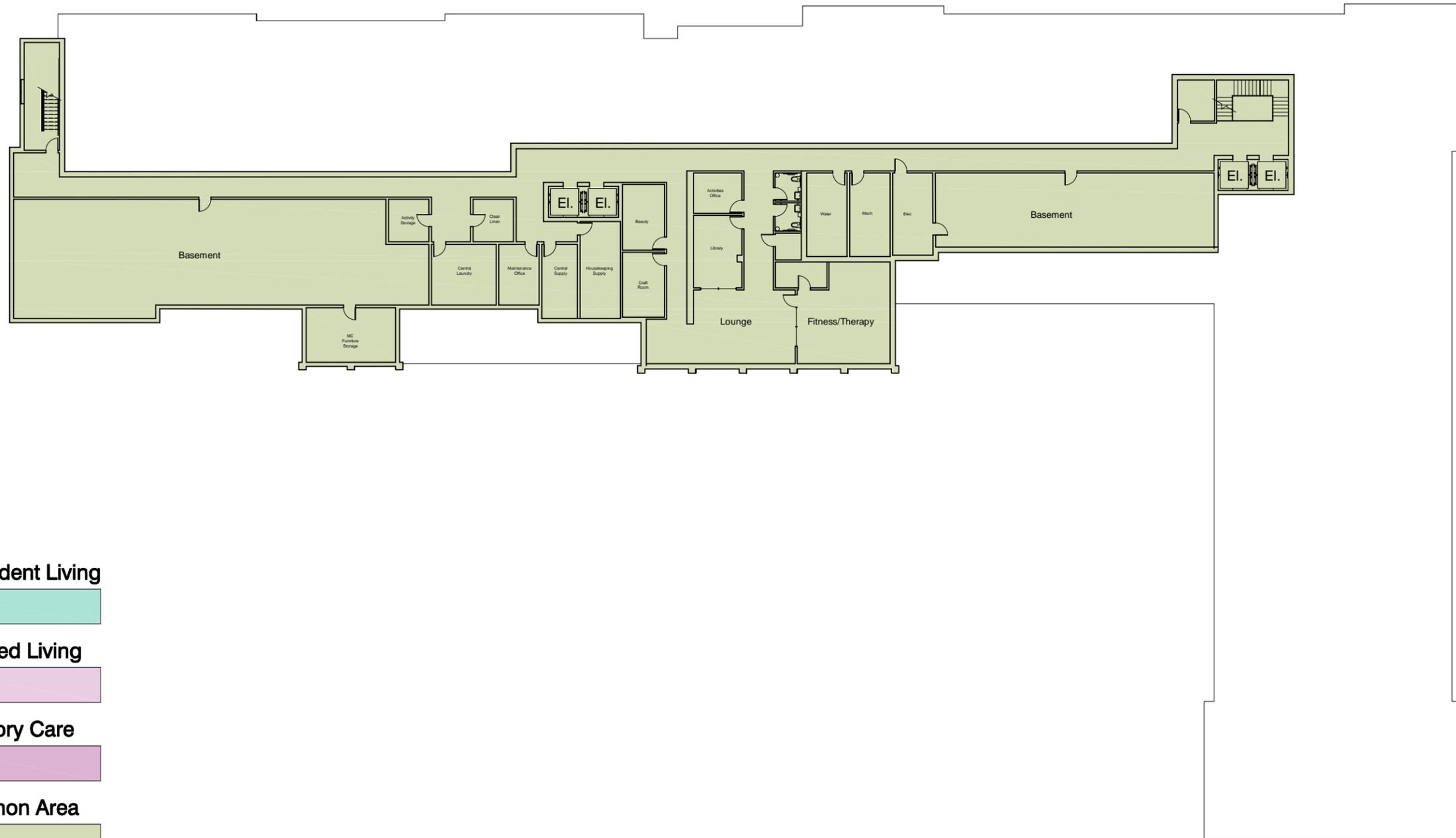
Exhibit 11



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Independent Living



Assisted Living



Memory Care

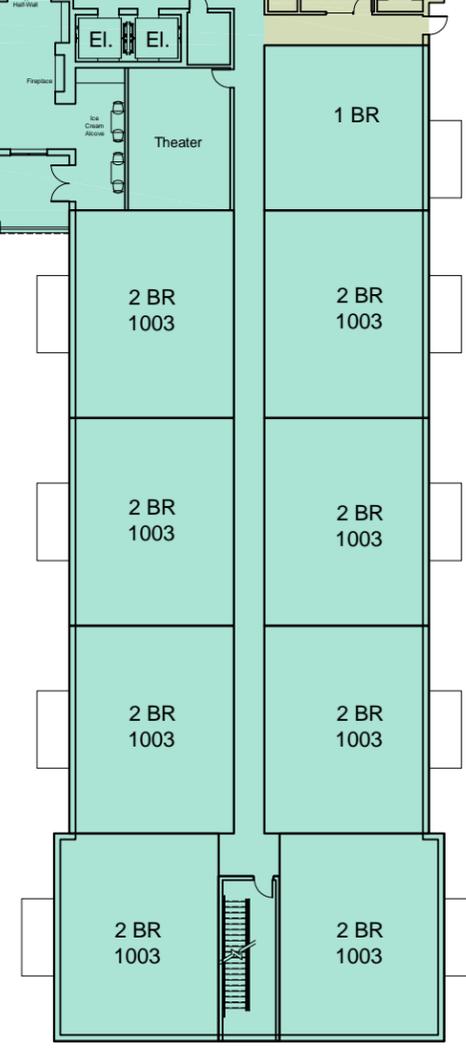


Common Area





- Independent Living
- Assisted Living
- Memory Care
- Common Area





Independent Living



Assisted Living

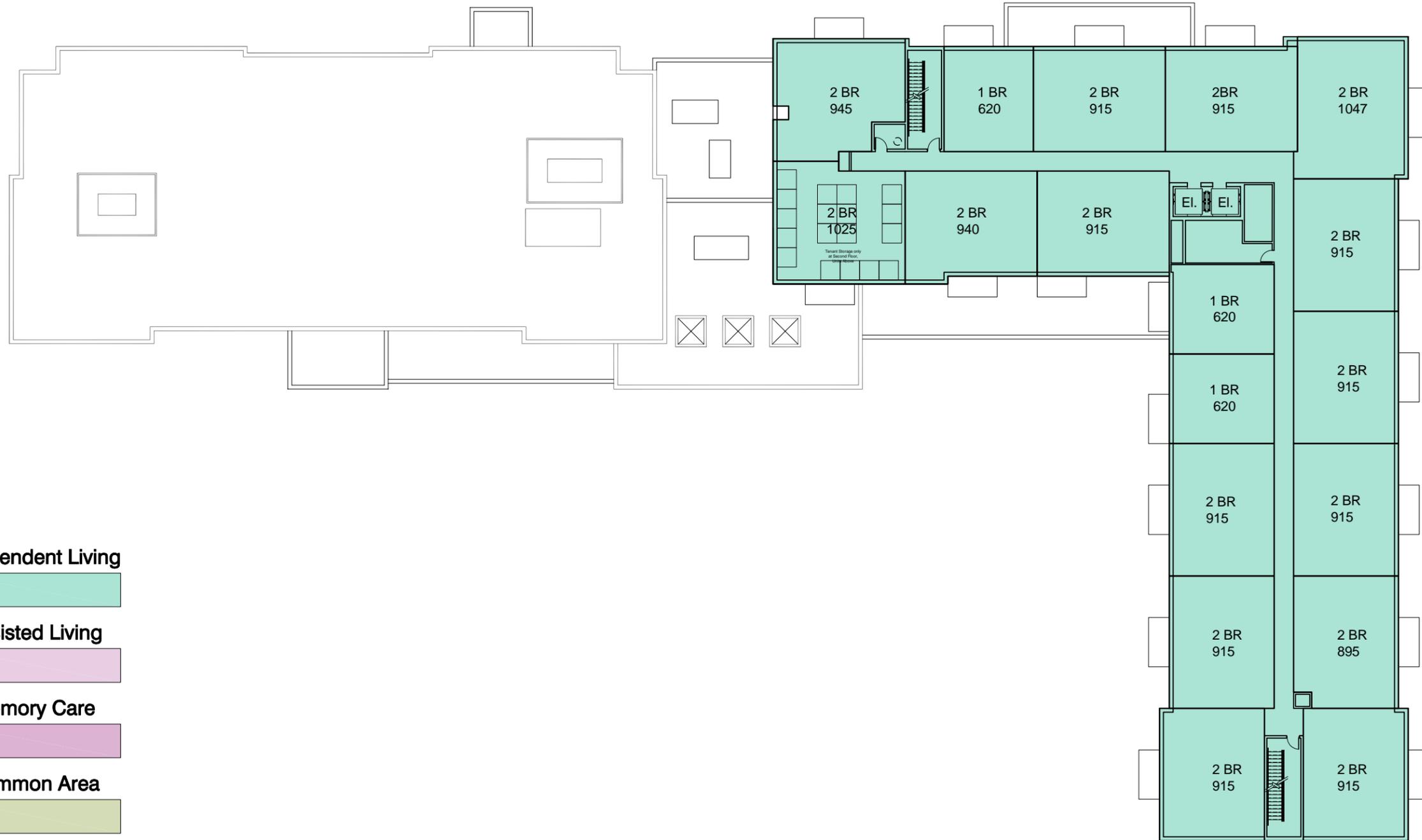


Memory Care



Common Area





Independent Living



Assisted Living

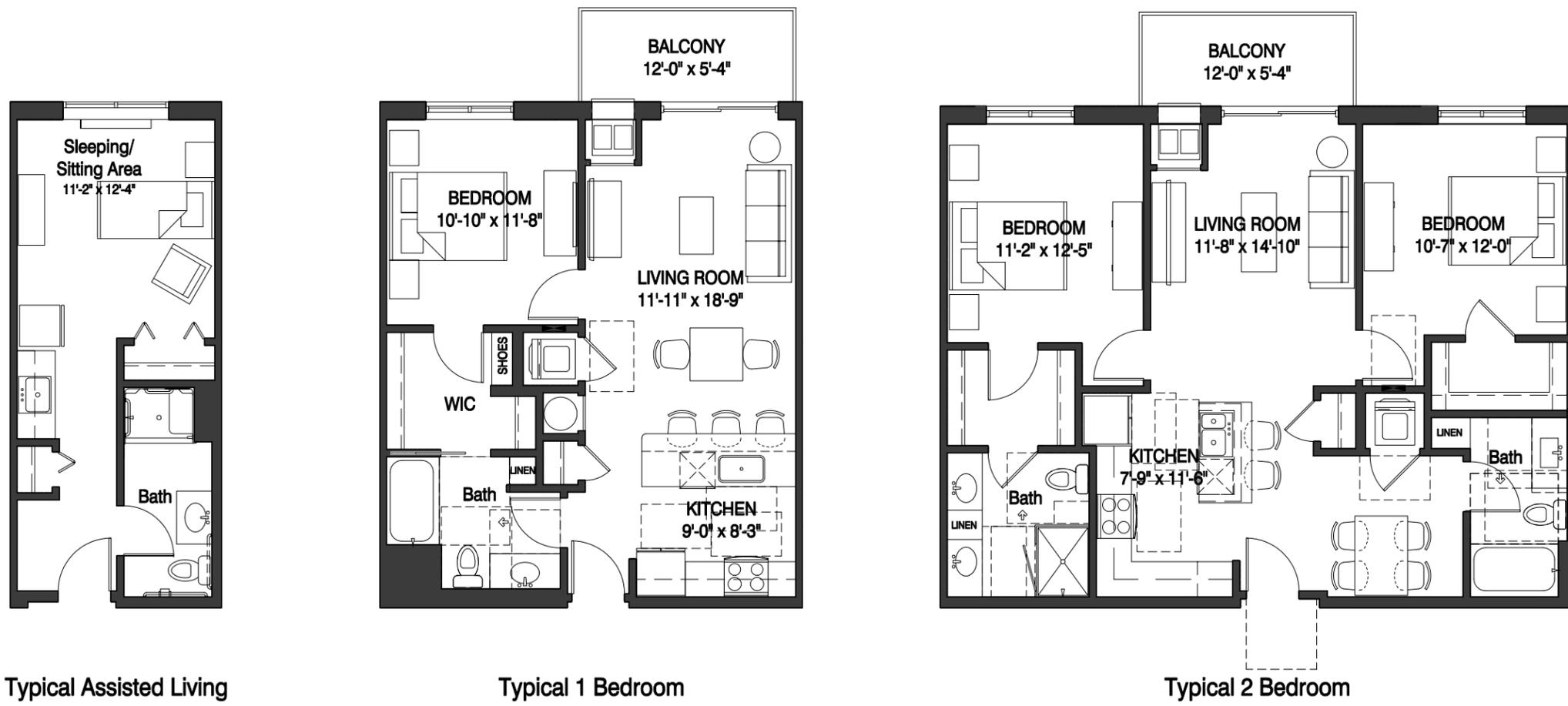


Memory Care



Common Area





Typical Assisted Living

Typical 1 Bedroom

Typical 2 Bedroom



West Elevation



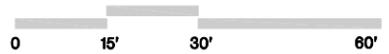
South Elevation

**VERANDAH**

Aman Living, LLC Hanover Park, Illinois

Elevations

Exhibit 15



43 South Vail Avenue  
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East Elevation

T/ High Parapet  
El. +64'-0"

T/ Low Parapet  
El. + 62'-0"



North Elevation

T/ High Parapet  
El. +52'-8"

T/ Low Parapet  
El. + 50'-8"

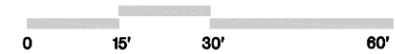
Grade  
0'-0"

**VERANDAH**

Aman Living, LLC Hanover Park, Illinois

Elevations

Exhibit 16



43 South Vail Avenue  
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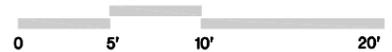


**VERANDAH**

Enlarged Partial Elevation

Aman Living, LLC Hanover Park, Illinois

Exhibit 17



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North Condo Sign



South Condo Sign

**VERANDAH**

Aman Living, LLC Hanover Park, Illinois

Building Signage

Exhibit 18



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Arlington Heights, Illinois 60005  
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LARGE SHADE DECIDUOUS TREES - 68@2.5"=170"  
 ORNAMENTAL DECIDUOUS TREES - 77@1.0"=77"  
 TOTAL CALIPER 247"/55 UNITS = 4.5" PER UNIT  
 4.0" PER UNIT REQUIRED

38 EVERGREEN X 6FT = 228FT  
 228FT / 55 UNITS = 4.15FT PER UNIT  
 3FT PER UNIT REQUIRED

### Typical Plant Palette

Trees		
Botanic Name	Common Name	Size
<i>Acer x freemanii</i> 'Marmo'	Marmo Maple	2.5' BB
<i>Betula nigra</i>	River Birch	8' HL BB
<i>Celtis occidentalis</i> 'Windy City'	Windy City Hackberry	2.5' BB
<i>Catalpa speciosa</i>	Northern Catalpa	2.5' BB
<i>Crataegus crus-galli</i> 'Inermis'	Thornless Hawthorn	8' HL BB
<i>Malus</i> 'Red Jewel'	Red Jewel Crabapple	Multi-stem 2' BB
<i>Malus</i> 'Donald Wyman'	Donald Wyman Crab	Multi-stem 2' BB
<i>Picea abies</i>	Norway Spruce	6' HL BB
<i>Platanus x acerifolia</i> 'Morton Circle'	London Planetree	2.5' BB
<i>Quercus bicolor</i>	Swamp White Oak	2.5' BB
<i>Thuja occidentalis</i> 'Techny'	Mission Arborvitae	8' HL BB
<i>Tilia americana</i>	Basswood	3' BB
<i>Ulmus davidiana</i> 'Morton'	Morton Elm	2.5' BB

Shrubs		
Botanic Name	Common Name	Size
<i>Buxus</i> x 'Glencoe'	Glencoe Boxwood	24" BB
<i>Cornus sericea</i> 'Farrow'	Dwarf Redtwig Dogwood	24" BB
<i>Euonymus alatus</i> 'Compactum'	Compact Burning Bush	24" BB
<i>Hamelis vernalis</i>	Vernal Witchhazel	3' BB
<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	24" BB
<i>Hydrangea paniculata</i> 'Tardiva'	Tardiva Hydrangea	30" BB
<i>Itea virginica</i> 'Morton'	Morton Sweetspire	24" BB
<i>Juniperus</i> x 'media' 'Kelley's Compact'	Compact Juniper	18" BB
<i>Rhus aromatica</i> 'Gro Low'	Gro Low Sumac	18" BB
<i>Spiraea japonica</i> 'Gold Flame'	Gold Flame Spirea	18" BB
<i>Spiraea prunifolia</i>	Bridalweath Spirea	3' BB
<i>Taxus x media</i> 'Tauntoni'	Taunton Yew	24" BB
<i>Viburnum dentatum</i> 'Ralph Senior'	Autumn Jazz Arrowwood	3' BB
<i>Viburnum</i> x 'Juddi'	Judd Viburnum	3' BB

Perennials		
Botanic Name	Common Name	Size
<i>Allium</i> 'Summer Beauty'	Summer Beauty Onion	#1 Cont.
<i>Ajuga</i> x 'Chocolate Chip'	Chocolate Chip Carpet Bugle	#1 Cont.
<i>Coreopsis verticillata</i> 'Zagreb'	Zagreb Tickseed	4" pots
<i>Eutrochium dubium</i> 'Little Joe'	Little Joe-Pye Weed	#1 Cont.
<i>Hosta</i> 'Guacamole'	Guacamole Hosta	#1 Cont.
<i>Hemerocallis</i> 'Happy Returns'	Repeating Yellow Daylily	#2 Cont.
<i>Pennisetum alopecuroides</i> 'Cassian'	Cassian Fountain Grass	#1 Cont.
<i>Mattuccia struthiopteris</i>	Ostrich Fern	#1 Cont.
<i>Pachysandra terminalis</i> 'Green Carpet'	Green Carpet Pachysandra	#1 Cont.
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	4" pots
<i>Salvia nemorosa</i> 'Wesuwe'	Wesuwe Meadow Sage	#1 Cont.
<i>Sedum</i> 'Autumn Joy'	Autumn Joy Stonecrop	#2 Cont.
<i>Setaria autumnalis</i>	Autumn Moor Grass	#1 Cont.
<i>Stachys officinalis</i> 'Hummelo'	Hummelo Betony	#1 Cont.

VERANDAH

TREE CODE COMPLIANCE

Aman Living, LLC Hanover Park, Illinois



43 South Val Avenue  
 Arlington Heights, Illinois 60005  
 Job No. 15026 © 2018



RWG ENGINEERING, LLC  
 CIVIL ENGINEERING - REAL ESTATE CONSULTING - PROJECT MANAGEMENT  
 ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370  
 LIMITATION OF WARRANTY OF ENGINEER'S INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

# PRELIMINARY ENGINEERING PLANS

## FOR

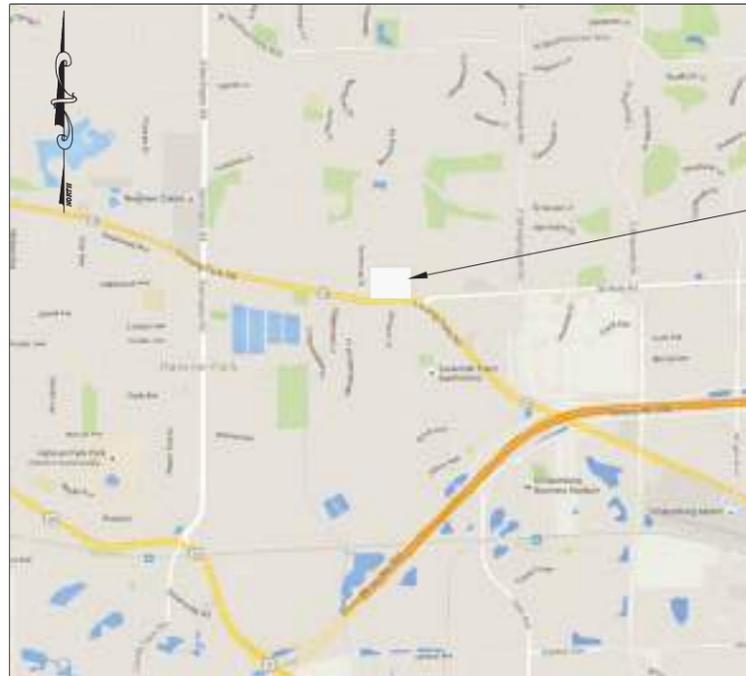
# VERANDAH

## SENIOR LIVING COMMUNITY - 900 IRVING PARK ROAD

PLANS PREPARED FOR  
**AMAN LIVING L.L.C.**  
 P.O. BOX 853  
 FRANKFORT, IL. 60423  
 (815)412-4300

### HANOVER PARK, ILLINOIS

LOCATION MAP (N.T.S.)



### LEGEND

	EXISTING	PROPOSED
SANITARY MANHOLE	⊙	⊙
STORM MANHOLE	⊙	⊙
CATCH BASIN	○	●
INLET	□	■
PRECAST FLARED END SECTION	▽	▲
CONCRETE HEADWALL	⊖	⊕
VALVE VAULT	⊗	⊗
VALVE BOX	■	■
FIRE HYDRANT	⊙	⊙
BUFFALO BOX	⊙	⊙
CLEANOUT	⊙	⊙
SANITARY SEWER	—	—
FORCE MAIN	—	—
STORM SEWER	—	—
WATER MAIN	—	—
CONSTRUCT WATER MAIN UNDER SEWER	—	—
GRANULAR TRENCH BACKFILL	—	—
STREET LIGHT	⊙	⊙
ELECTRICAL CABLE	—	—
2" CONDUIT ENCASEMENT	—	—
ELECTRICAL TRANSFORMER OR PEDESTAL	⊙	⊙
POWER POLE	⊙	⊙
STREET SIGN	⊙	⊙
GAS MAIN	—	—
TELEPHONE LINE	—	—
CONTOUR	—	—
SPOT ELEVATION	x(750.00)	x750.00
WETLANDS	—	—
FLOODWAY	—	—
FLOODPLAIN	—	—
HIGH WATER LEVEL (HWL)	—	—
NORMAL WATER LEVEL (NWL)	—	—
DIRECTION OF SURFACE FLOW	—	—
DITCH OR SWALE	—	—
OVERFLOW RELIEF ROUTING	—	—
SLOPE BANK	—	—
TREE WITH TRUNK SIZE	⊙	⊙
SOIL BORING	⊙	⊙
TOPSOIL PROBE	⊙	⊙
FENCE LINE, WIRE OR SILT	—	—
FENCE LINE, CHAIN LINK OR IRON	—	—
FENCE LINE, WOOD OR PLASTIC	—	—
CONCRETE SIDEWALK	—	—
CURB AND GUTTER	—	—
DEPRESSED CURB	—	—
REVERSE PITCH CURB & GUTTER	—	—
EASEMENT LINE	—	—

### INDEX OF SHEETS

1. TITLE SHEET
2. PRELIMINARY SITE PLAN
3. PRELIMINARY GRADING AND DRAINAGE PLAN
4. PRELIMINARY SITE UTILITY PLAN

VERANDAH  
 HANOVER PARK, ILLINOIS  
 TITLE SHEET

### GENERAL NOTES

1. The contractor shall notify the following governmental agencies at least two working days prior to commencement of construction:
  - Village of Hanover Park Engineering and Public Works Department (630-823-5700)
2. The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upon.
3. Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
4. Elevations shown herein reflect NAVD 1988 datum.
5. The boundary and topographic survey data for this project is based on a field survey prepared by Compass Surveying LTD. dated September 21, 2015. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
6. RWG Engineering, LLC, its employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.
7. Except where modified by the contract documents, all work proposed herein shall be in accordance with the following specifications, which are hereby made a part hereof:
  - A. "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T. latest edition.
  - B. "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
  - C. "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
  - D. The subdivision and development codes and standards of the Village of Hanover Park, as published by the Municipality.
  - E. "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective April 24, 1997.
  - F. The National Electric Code.
  - G. "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition.
8. The Village of Hanover Park Development Ordinance will have precedence and control of all construction.

### BENCHMARKS

BENCHMARKS	
REFERENCE BENCHMARK	
HANOVER PARK BENCHMARK BM-4 (NAVD 88 DATUM)	
CHISELED SQUARE ON NORTHWEST CORNER OF THE EAST CONCRETE HEADWALL OF CONCRETE BRIDGE OVER THE WEST BRANCH OF THE DUPAGE RIVER ON NORTH DRIVE	
ELEVATION=794.78	
SITE BENCHMARKS	
SITE BENCHMARK #1	SITE BENCHMARK #4
CUT CROSS ON TRAFFIC SIGNAL MANHOLE AT NORTHEAST CORNER OF THE INTERSECTION OF OLDE SALEM ROAD & IRVING PARK	BOLT WITH ARROW ON FIRE HYDRANT AT SOUTH ENTRANCE TO SITE FROM OLDE SALEM ROAD
ELEVATION=803.24	ELEVATION=802.98
SITE BENCHMARK #2	SITE BENCHMARK #5
CUT CROSS ON WALK APPROXIMATELY 5 FEET EAST OF EAST PROPERTY	SOUTHWEST BOLT ON FIRE HYDRANT AT SOUTHEAST CORNER OF OLDE SALEM CIRCLE & WILSON
ELEVATION=802.05	ELEVATION=805.87
SITE BENCHMARK #3	SITE BENCHMARK #6
CUT CROSS ON CURB AT SOUTH POINT OF CURVATURE OF NORTH ENTRANCE TO SITE FROM OLDE SALEM ROAD	SOUTHWEST BOLT ON FIRE HYDRANT AT NORTH PROPERTY LINE NEAR CENTER OF SITE
ELEVATION=802.45	ELEVATION=801.23

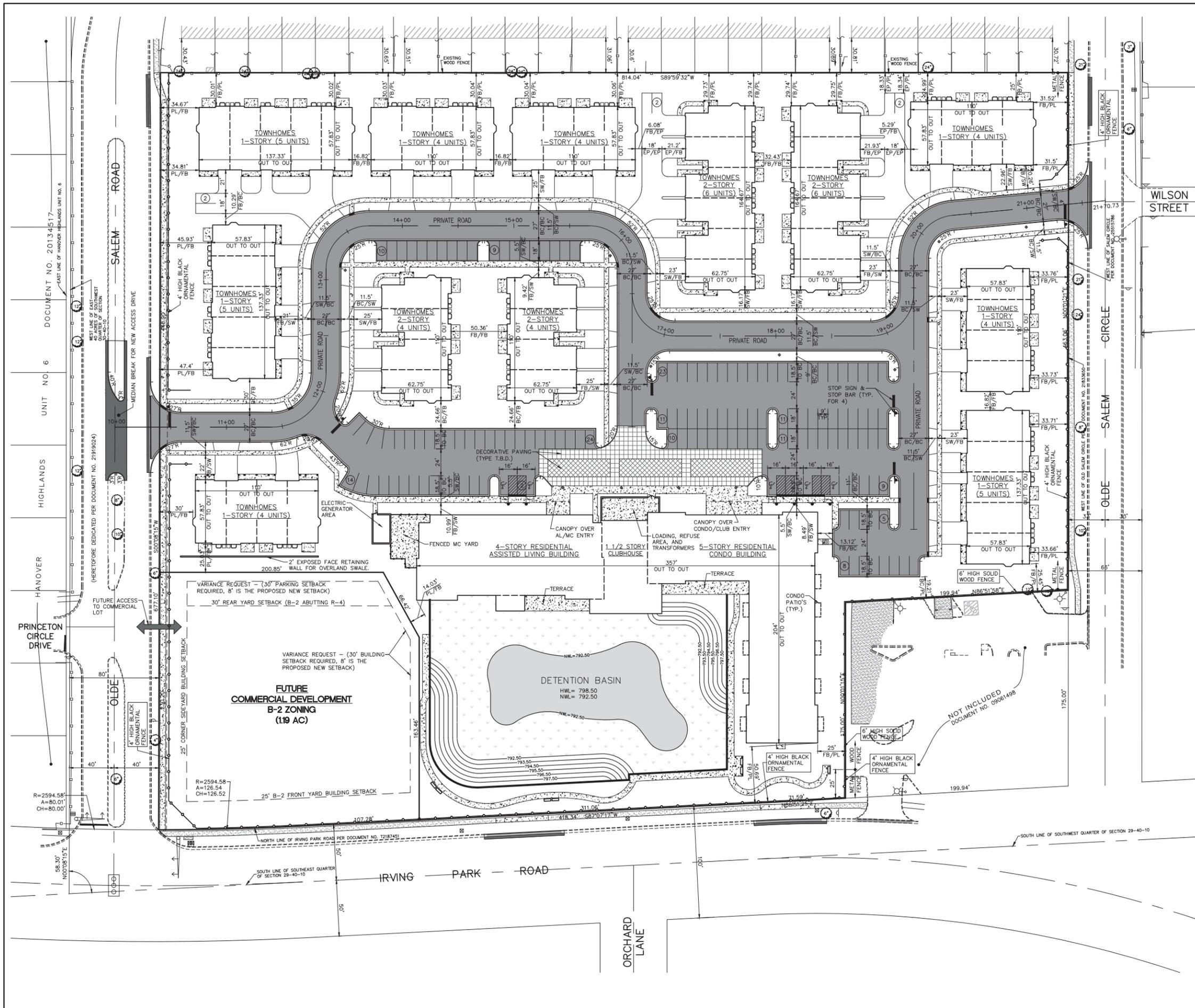
### ABBREVIATIONS

BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE



PROJECT NO. 22511316  
 DATE 10/25/16  
 SCALE NONE  
 PROJ. MGR. RWG  
 PROJ. ASSOC. MRM  
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SHEET  
 1 OF 4



**ABBREVIATIONS LEGEND**  
(IN ADDITION TO TITLE SHEET LEGEND)

BC	=	BACK OF CURB
FC	=	FACE OF CURB
PL	=	PROPERTY LINE
EC	=	EDGE OF CONCRETE
B/B	=	BACK TO BACK OF CURB
FB	=	FACE OF BUILDING
ROW	=	RIGHT OF WAY
R	=	RADIUS
SW	=	EDGE OF SIDEWALK
EP	=	EDGE OF PAVEMENT

- SITE GEOMETRIC AND PAVING NOTES:**
- SIDEWALK RAMPS WITH DETECTABLE WARNINGS AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
  - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, OR PROPERTY LINES.
  - UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL BE M3.12 CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
  - UNLESS OTHERWISE NOTED, ALL CURB RADI ARE 4' TO BACK OF CURB.
  - ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY COMPASS SURVEYING LTD. AND DATED 09/21/2015.
  - BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN PREPARATION. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PREPARED BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
  - IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS TRUCK DOCKS, RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMP, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
  - THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
  - ALL STRUCTURAL AND ARCHITECTURAL DESIGN DATA FOR THE MASONRY WALLED TRASH ENCLOSURES ARE THE RESPONSIBILITY OF THE PROJECT ARCHITECT. REFER TO THE ARCHITECTURAL PLANS FOR ALL DETAILS PERTAINING TO SAME.
  - UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALLS (EXCEPT FOR HC) MARKING COLOR IS WHITE. ALL ON-SITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH DOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.
  - PRIOR TO OPENING TO THE PUBLIC, ALL TRAFFIC CONTROL SIGNAGE SHALL BE INSTALLED AS INDICATED. SIGNS SHALL BE INSTALLED WITH 3" SQUARE ALUMINUM POSTS WITH A BAKED ON ENAMEL FINISH. SET 1" INTO CONCRETE PIER AND SHALL INCLUDE A POST CAP.

**SITE DATA:**

GROSS SITE AREA	=	502,254 SF	=	11.53 AC (100%)
B-2 COMMERCIAL SITE	=	51,999 SF	=	1.19 AC (10.35%)
R-4 RESIDENTIAL TRACT	=	450,255 SF	=	10.34 AC (89.65%)

**DEVELOPMENT DATA (R-4):**

BUILDING FOOTPRINT	=	120,134 SF	=	2.75 AC (26.67%)
PAVEMENT/CURB/SIDEWALK	=	151,967 SF	=	3.50 AC (33.75%)
NWL (792.50 ME)	=	10,591 SF	=	0.24 AC (2.35%)
GREEN SPACE	=	167,563 SF	=	3.85 AC (37.23%)

**DEVELOPMENT DATA (B-2):**

BUILDING/CURB/SIDEWALK	=	46,799 SF	=	1.07 AC (90.0%)
GREEN SPACE	=	5,200 SF	=	0.12 AC (10.0%)

**PARKING SUMMARY (RESIDENTIAL R-4 DISTRICT):**

REGULAR PARKING STALLS (9'x18' TYP.)	=	147
ADA ACCESSIBLE PARKING STALLS (16'x18' TYP.)	=	6
TOTAL PARKING PROVIDED	=	153

**EXISTING ZONING:** = B-2

**SURFACE IMPROVEMENT LEGEND:**

	ASPHALT PAVEMENT (ONSITE STANDARD)
	ASPHALT PAVEMENT (HEAVY DUTY) - PUBLIC R.O.W. MEDIAN
	CONCRETE SIDEWALKS/SLABS
	SPECIAL CONCRETE PAVEMENT

	EX. CURB AND GUTTER
	CURB AND GUTTER (B6.12) SEE DETAIL SHEET
	REVERSED PITCH CURB AND GUTTER
	DEPRESSED CURB AND GUTTER
	ADA CURB RAMP WITH DETECTABLE WARNING (REPLACABLE RED POLYMER COMPOSITE PLATES)
	NUMBER OF PARKING STALLS PER AISLE

DATE: 11/18/16  
DRAWN BY: TLM  
REVISIONS: PER VILLAGE COMMENTS

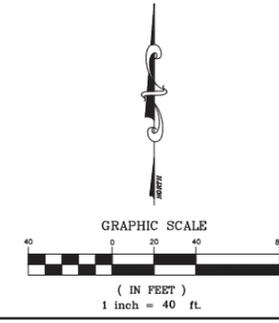
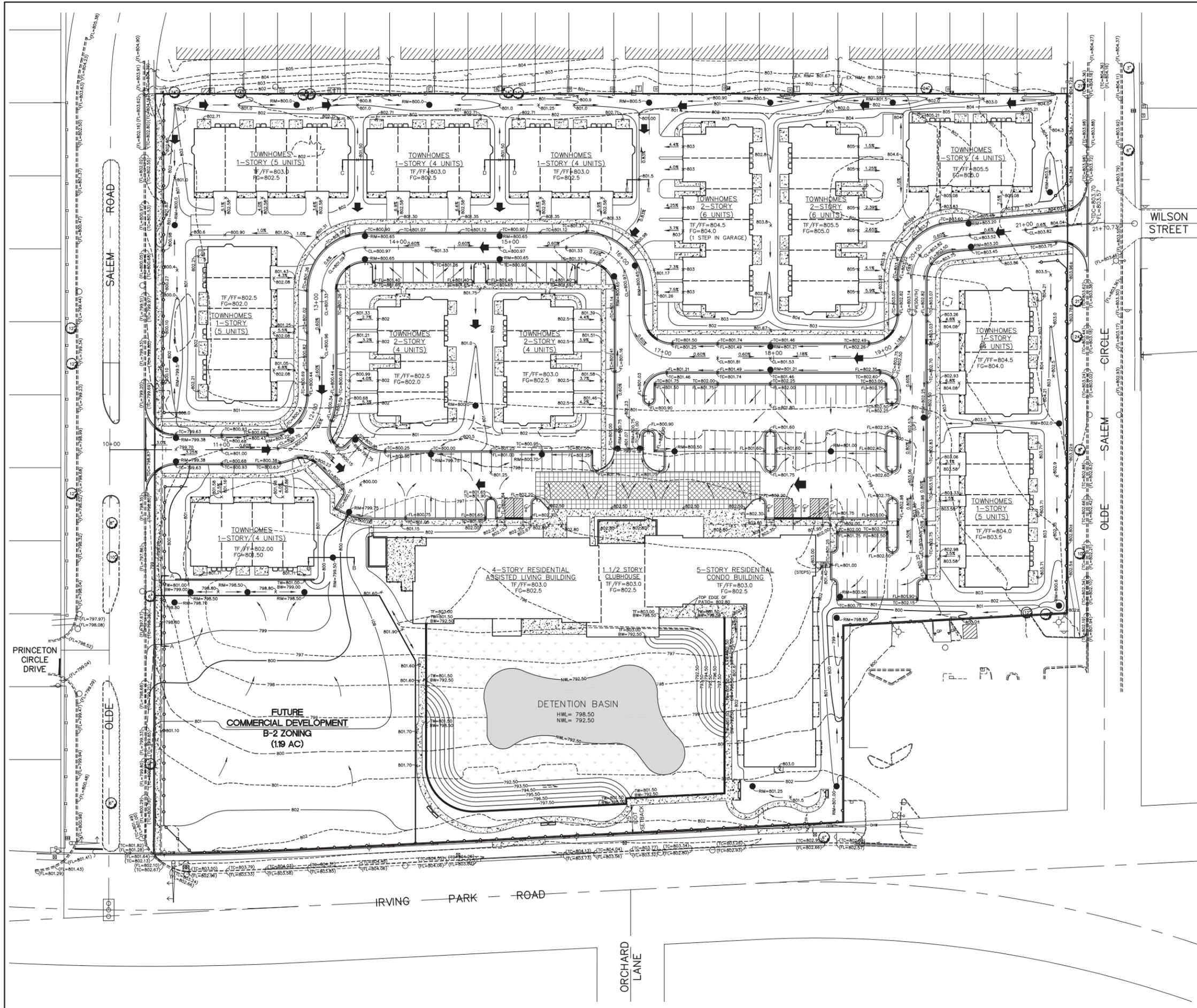
**VERANDAH**  
HANOVER PARK, ILLINOIS  
PRELIMINARY SITE GEOMETRIC PLAN

975 E. 22nd St, Suite 400  
Whitaker, IL 60189  
630.480.7889  
www.rwg-engineering.com

**RWG Engineering, LLC**  
Civil Engineering & Real Estate Consulting & Project Management

PROJECT NO.: 22511316  
DATE: 10/25/16  
SCALE: 1"=40'  
PROJ. MGR.: RWG  
PROJ. ASSOC.: RRM  
DRAWN BY: TLM

SHEET  
2 OF 4



- GRADING NOTES:**
1. PAVEMENT SLOPES WITHIN HANDICAP ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.
  2. HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT TO EXCEED 2.00%.
  3. UNLESS SPECIFICALLY INDICATED OTHERWISE, EXISTING GRADES ARE TO BE MET AT PROJECT PERIMETER PROPERTY LINES.
  4. THE CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLANS AND DETAILS (AND SWPPP DOCUMENTS IF APPLICABLE) FOR THE INSTALLATION OF EROSION CONTROL MEASURES PRIOR TO BEGINNING GRADING OPERATIONS.
  5. UNLESS OTHERWISE NOTED, SPOT ELEVATIONS AND PROPOSED CONTOURS REFLECT THE FINISHED PAVEMENT SURFACE GRADE, TOP OF CURB GRADE, OR FINISHED GROUND ELEVATION AS APPLICABLE.
  6. RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATION OF THE GUTTER, PAVEMENT OR DRAINAGE SWALE (AS APPLICABLE).
  7. WHEREVER THE DESIGN FOR SURFACE FLOW OF DRAINAGE IS DIRECTED AWAY FROM A CURB, THE CONTRACTOR SHALL INSTALL REVERSE PITCH CURB AND GUTTER.
  8. SLOPES ACROSS OPEN SPACE AREAS SHALL NOT EXCEED 3:1
  9. PAVEMENT SLOPES SHALL NOT EXCEED 8%

**GRADING LEGEND**

	EXISTING	PROPOSED
CONCRETE HEADWALL	U	U
PRECAST FLARED END SECTION	○	●
STORM DRAINAGE STRUCTURE	○	●
RETAINING WALL	—	—
CONTOUR	~749	~749
5' CONTOUR	~750	~750
SPOT ELEVATION	x(750.00)	x750.00
DIRECTION OF SURFACE FLOW	→	→
DITCH OR SWALE	→	→
OVERFLOW RELIEF ROUTING	→	→
SLOPE BANK	→	→
RR-3 ROCK RIP-RAP	●	●

**PLAN ABBREVIATION LEGEND (IN ADDITION TO TITLE SHEET)**

P	=	PAVEMENT
R	=	RIM (OR RADIUS)
TC	=	TOP OF CURB
TDC	=	TOP OF DEPRESSED CURB
EP	=	EDGE OF PAVEMENT
FL	=	FLOW LINE
SW	=	SIDEWALK
FF	=	FINISHED FLOOR
TW	=	TOP OF WALL
BW	=	BOTTOM OF WALL (GRADE)

**RETAINING WALLS & RAILINGS:**  
THE RETAINING WALLS SHOWN ON THE PLAN SHALL BE AS DESIGNED BY THE ARCHITECT'S STRUCTURAL ENGINEER (REFER TO STRUCTURAL PLANS) AND SHALL INCORPORATE SAFETY RAILINGS (SEE ARCH. PLANS)

**VERANDAH**  
HANOVER PARK, ILLINOIS  
PRELIMINARY GRADING AND DRAINAGE PLAN

DATE: 11/18/16  
DRAWN BY: TLM  
REVISIONS: PER VILLAGE COMMENTS

PROJECT NO.: 22511316  
DATE: 10/25/16  
SCALE: 1"=40'  
PROJ. MGR.: RWG  
PROJ. ASSOC.: MRM  
DRAWN BY: TLM

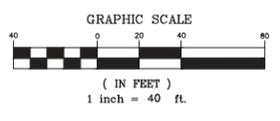
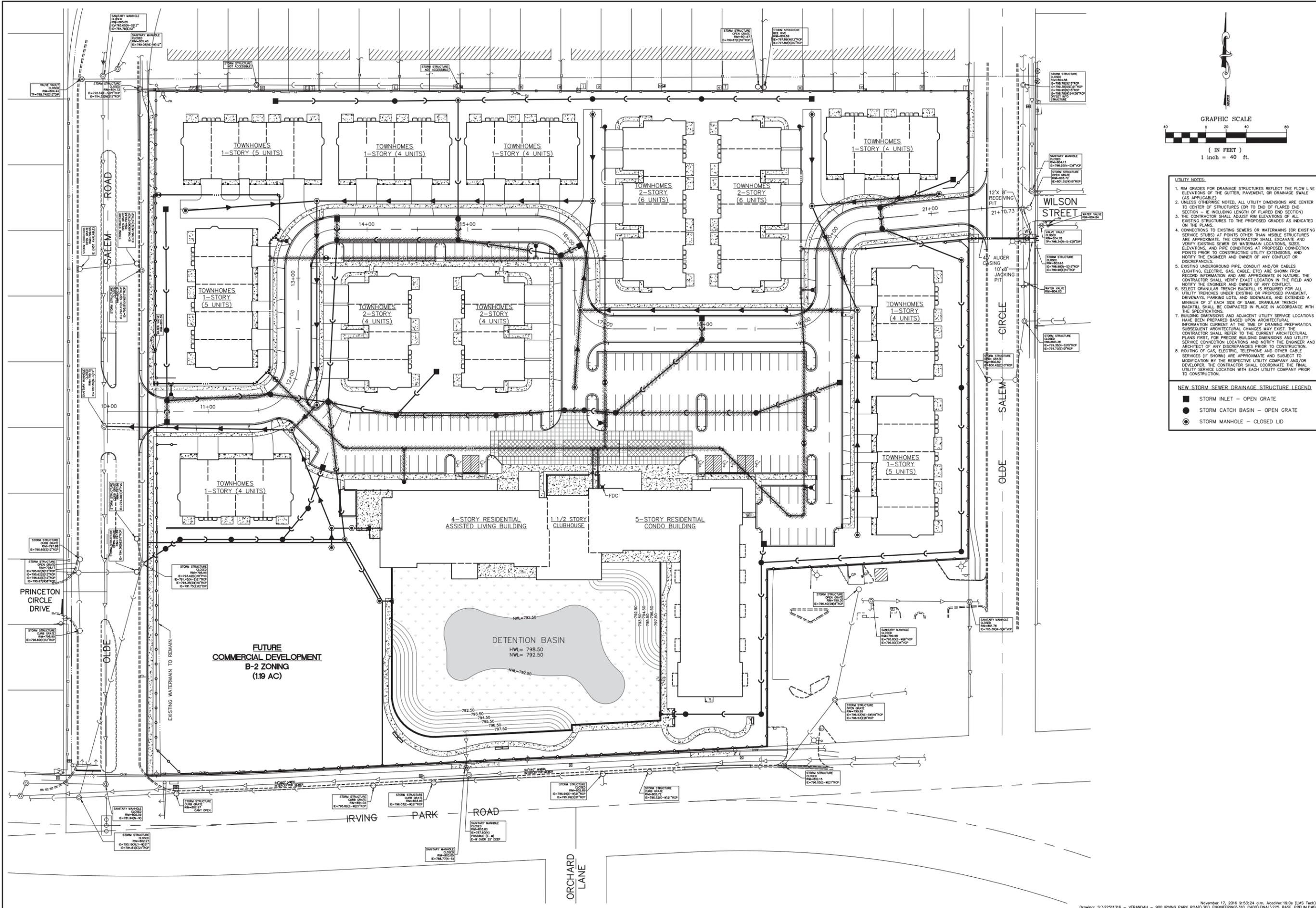
PROJECT NO. 22511316  
DATE 10/25/16  
SCALE 1"=40'  
PROJ. MGR. RWG  
PROJ. ASSOC. MRM  
DRAWN BY TLM

November 17, 2016 9:52:31 a.m. AcadWre:19.0a (LMS Tech)  
Drawing: S:\22511316 - VERANDAH - 900 IRVING PARK ROAD\300\_ENGINEERING\310\_CADD\FINAL\225\_BASE\_PRELIM.DWG

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9715 E. 22nd St., Suite 400  
Whitton, IL 60189  
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**3 OF 4**

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- UTILITY NOTES:**
- RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATIONS OF THE GUTTER, PAVEMENT, OR DRAINAGE SWALE (AS APPLICABLE).
  - UNLESS OTHERWISE NOTED, ALL UTILITY DIMENSIONS ARE CENTER TO CENTER OF STRUCTURES (OR TO END OF FLARED END SECTION - IE INCLUDING LENGTH OF FLARED END SECTION).
  - THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO THE PROPOSED GRADES AS INDICATED ON THE PLANS.
  - CONNECTIONS TO EXISTING SEWERS OR WATERMANS (OR EXISTING SERVICE STUBS) AT POINTS OTHER THAN VISIBLE STRUCTURES ARE APPROXIMATE. THE CONTRACTOR SHALL EXCAVATE AND VERIFY EXISTING SEWER WATERMAN LOCATIONS, SIZES, ELEVATIONS, AND PIPE CONDITIONS AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTING UTILITY EXTENSIONS, AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT OR DISCREPANCIES.
  - EXISTING UNDERGROUND PIPE, CONDUIT AND/OR CABLES (LIGHTING, ELECTRIC, GAS, CABLE, ETC) ARE SHOWN FROM RECORD INFORMATION AND ARE APPROXIMATE IN NATURE. THE CONTRACTOR SHALL VERIFY EXACT LOCATION IN THE FIELD AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT.
  - SELECT GRANULAR TRENCH BACKFILL IS REQUIRED FOR ALL UTILITY TRENCHES UNDER EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, PARKING LOTS, AND SIDEWALKS, AND EXTENDED A MINIMUM OF 2' EACH SIDE OF SAME. GRANULAR TRENCH BACKFILL SHALL BE COMPACTED IN PLACE IN ACCORDANCE WITH THE SPECIFICATIONS.
  - BUILDING DIMENSIONS AND ADJACENT UTILITY SERVICE LOCATIONS HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE TIME OF DRAWING PREPARATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THE CONTRACTOR SHALL REFER TO THE CURRENT ARCHITECTURAL PLANS FIRST, FOR PRECISE BUILDING DIMENSIONS AND UTILITY SERVICE CONNECTION LOCATIONS AND NOTIFY THE ENGINEER AND ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
  - ROUTING OF GAS, ELECTRIC, TELEPHONE AND OTHER CABLE SERVICES (IF SHOWN) ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY THE RESPECTIVE UTILITY COMPANY AND/OR DEVELOPER. THE CONTRACTOR SHALL COORDINATE THE FINAL UTILITY SERVICE LOCATION WITH EACH UTILITY COMPANY PRIOR TO CONSTRUCTION.

- NEW STORM SEWER DRAINAGE STRUCTURE LEGEND**
- STORM INLET - OPEN GRATE
  - STORM CATCH BASIN - OPEN GRATE
  - STORM MANHOLE - CLOSED LID

DATE	11/18/16
REVISIONS	PER VILLAGE COMMENTS
DRAWN BY	ILM

**VERANDAH**  
**HANOVER PARK, ILLINOIS**  
**PRELIMINARY SITE UTILITY PLAN**

975 E. 22nd St., Suite 400  
 Wheaton, IL 60189  
 630.480.7889  
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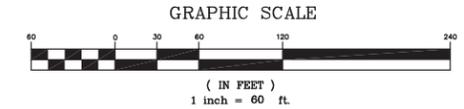
PROJECT NO. 2251316  
 DATE 10/25/16  
 SCALE 1"=40'  
 PROJ. MGR. RBG  
 PROJ. ASSOC. MBM  
 DRAWN BY ILM

SHEET  
 4 OF 4

# PRELIMINARY PLAT OF SUBDIVISION FOR VERANDAH - HANOVER PARK

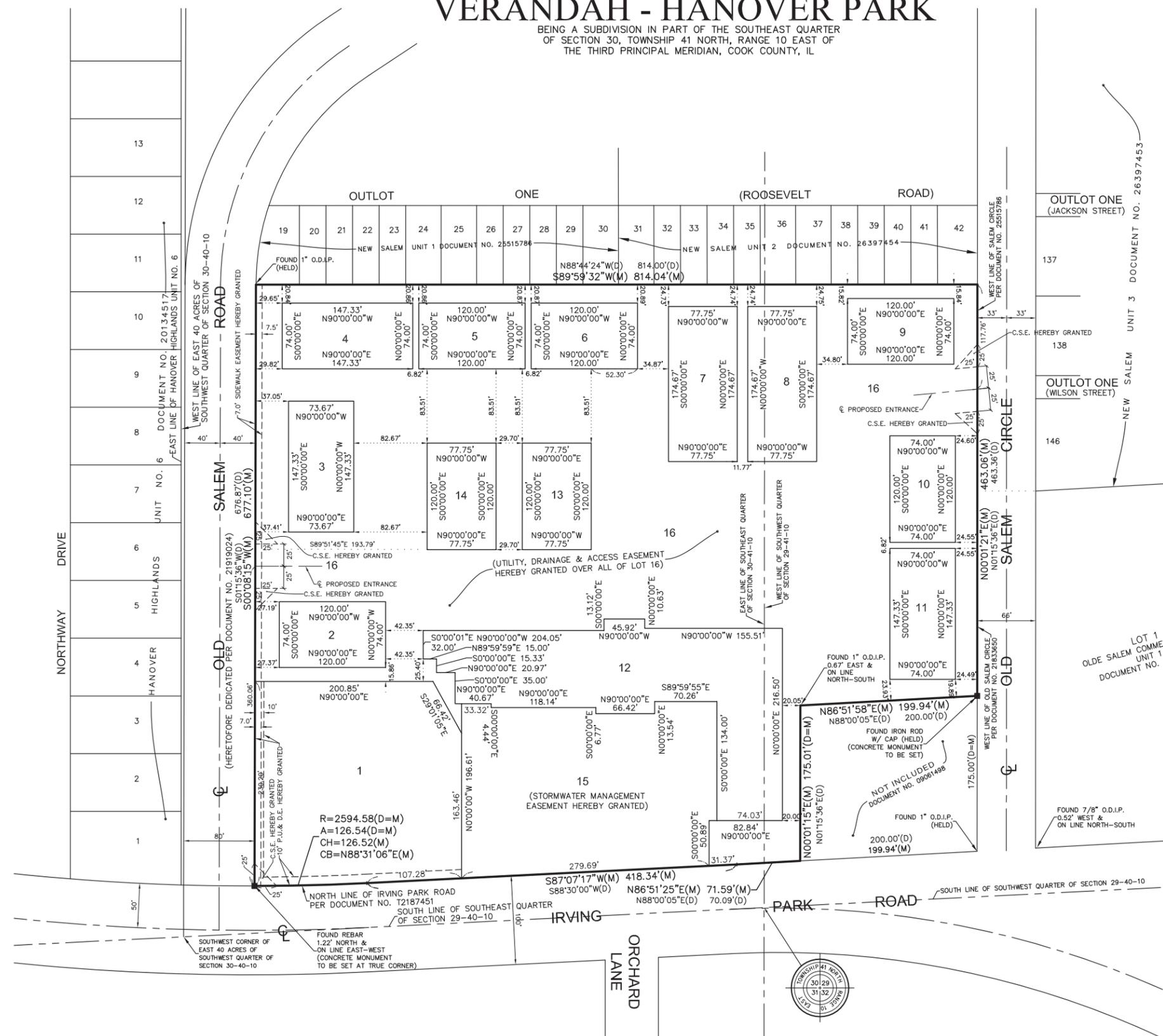
BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, IL

PIN: 07-29-300-004  
PIN: 07-29-400-006



### LEGAL DESCRIPTION OF LAND BEING SUBDIVIDED

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 (EXCEPT THE EAST 20 ACRES THEREOF) AND THE EAST 40 ACRES OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID EAST 40 ACRES OF THE SOUTHEAST QUARTER OF SECTION 30; THENCE NORTHWARD ALONG THE WEST LINE OF THE SAID EAST 40 ACRES NORTH, 1 DEGREE 15 MINUTES 36 SECONDS EAST, A DISTANCE OF 58.27 FEET TO A POINT ON THE NORTH LINE OF CHICAGO ELGIN ROAD AS DEDICATED ON JUNE 9, 1933 AS DOCUMENT 11245765; THENCE EASTWARD ALONG THE SAID NORTH LINE, BEING A CURVED LINE, CONVEX TO THE SOUTH, OF 2594.58 FEET IN RADIUS, HAVING A CHORD LENGTH OF 80.00 FEET ON A BEARING OF SOUTH 87 DEGREES 49 MINUTES 20 SECONDS EAST, FOR AN ARC LENGTH OF 80.01 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING EASTWARD ALONG THE SAID NORTH LINE, BEING A CONTINUATION OF THE LAST DESCRIBED CURVED LINE, FOR AN ARC LENGTH OF 126.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 418.34 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 05 SECONDS EAST, A DISTANCE OF 70.09 FEET; THENCE NORTH 1 DEGREE 15 MINUTES 36 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 05 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 1 DEGREE 15 MINUTES 36 SECONDS EAST, A DISTANCE OF 463.36 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 814.00 FEET; THENCE SOUTH 1 DEGREE 15 MINUTES 36 SECONDS WEST, A DISTANCE OF 676.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



LOT AREAS		
LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
1	1190	0.03
2	1190	0.03
3	1190	0.03
4	1190	0.03
5	1190	0.03
6	1190	0.03
7	1190	0.03
8	1190	0.03
9	1190	0.03
10	1190	0.03
11	1190	0.03
12	1190	0.03
13	1190	0.03
14	1190	0.03
15	1190	0.03
16	1190	0.03

AREA SUMMARY		
GROSS	502,254 SQUARE FEET	OR 11,530 ACRES
R.O.W. DEDICATION	0 SQUARE FEET	OR 0 ACRES
NET AREA	502,254 SQUARE FEET	OR 11,530 ACRES

(TO HEAVY LINES)  
(BASED ON MEASURED VALUES)

- ### LEGEND
- SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
  - CONCRETE MONUMENT
  - + CROSS IN CONCRETE

- ### ABBREVIATIONS
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - P.O.C. = POINT OF COMMENCEMENT
  - P.O.B. = POINT OF BEGINNING
  - P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
  - C.S.E. = CLEAR SIGHT EASEMENT

- ### LINE LEGEND
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - EASEMENT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

NO.	REVISIONS	DATE	BY
1	REVISE FINANCE DIRECTOR & VILLAGE ENGINEER & VILLAGE BOARD CERTS	11/15/16	MFA

PROJECT	CLIENT
Verandah Hanover Park, IL 60133	Verandah LLC P.O. Box 83 Hanover Park, IL 60133

**COMPASS SURVEYING LTD**  
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING  
2631 GINGER WOODS PARKWAY, STE. 100  
AURORA, IL 60506  
PHONE: (630) 820-9100 FAX: (630) 820-0500 EMAIL: ADMIN@CLSURVEYING.COM



**Valerie S. Kretchmer Associates, Inc.**

*Real Estate and Planning Consulting*

# Verandah Market Analysis Summary and Conclusions

**Hanover Park, Illinois**

*Prepared for*  
**AMAN LIVING, LLC**

**May 2016**

*Prepared by*  
**Valerie S. Kretchmer Associates, Inc.**  
807 Davis Street, #2004  
Evanston, IL 60201



May 3, 2016

Dr. Anuja Gupta  
AMAN LIVING, LLC  
22538 Cobblestone Trail  
Frankfort, IL 60423

Dear Dr. Gupta:

Valerie S. Kretchmer Associates, Inc. (VSKA) is pleased to present the attached summary and conclusions relative to the market for the Verandah senior living facility on the north side of Irving Park Road between Olde Salem Circle and Olde Salem Road in Hanover Park.

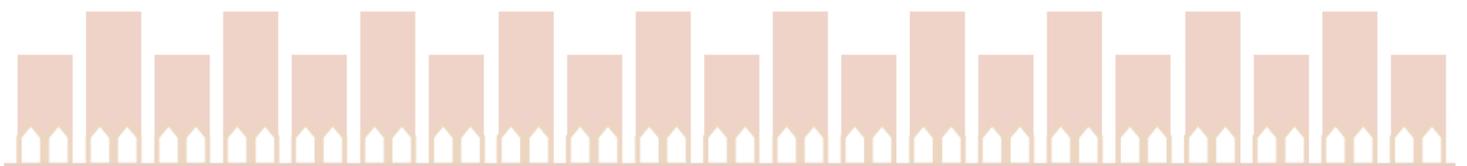
Based on our analysis of the project and the competitive properties in the market area, VSKA concludes that there is significant demand for a senior facility offering independent living, assisted living and memory care at this location.

Thank you for the opportunity to work on this interesting assignment.

Sincerely,



Valerie Sandler Kretchmer  
President



## SUMMARY AND CONCLUSIONS

### A. Project Description

The proposed development will offer independent living, assisted living and memory care to create a full-service senior campus where residents can age in place. It will include a total of 214 units -- 129 for independent living, 55 for assisted living, and 30 for memory care. The proposed site is proximate to shopping and services and is appropriate for a senior living facility.

The independent living units will include 75 for-sale condominiums in an elevator building and 54 for-sale townhomes. Townhouses will have individual entrances and all will have first floor master bedrooms and baths. Assisted living and memory care will be rental not for-sale.

The development will include a large (10,000 square foot) clubhouse on the first floor of the condominium building that will include a dining facility, community room, fitness center, computer room/library, activity studio, offices for doctors and physical therapists, and outdoor covered seating. Other amenities will include a pond, park and walking path. An optional meal plan will be offered.

The development will allow residents to age in place and pay for the services they need, such as home health care and dining for independent living residents, and more extensive care for residents in assisted living and memory care.

In independent living, one bedroom units will have one bath, two bedroom units will have two baths and the three bedroom units will have 2.5 baths. The two bedroom townhouses will be ranch-style, while the three bedroom units will have two floors, with a first floor master bedroom and two bedrooms on the second floor.

As proposed, all of the independent living units will be sold on a fee simple basis with residents responsible for real estate taxes, utilities, interior maintenance and insurance. The proposed development will be different than most senior facilities in this respect. Most are either rental or entry fee communities in which residents do not own their units. Monthly fees at Verandah will cover common area maintenance and activities. Additional fees will be charged for an optional meal plan and other services.

The proposed unit mix, unit sizes and average sale prices are shown below.

Table 1

## VERANDAH PROPOSED UNIT MIX, UNIT SIZES AND PRICES

Unit Type	# of Units	Average Unit Size	Average Price
<b>Independent Living</b>			
1 Bedroom/1 Bath Condominium	18	700 SF	\$150,000
2 Bedroom/2 Bath Condominium	57	1,000 SF	\$200,000
Sub-Total	75		
2 Bedroom/2 Bath Townhouse	34	1,275 SF	\$275,000
3 Bedroom/2.5 Bath Townhouse	20	1,750 SF	\$335,000
Sub-Total	54		
<b>Assisted Living</b>	55	344-584 SF	Rental only
<b>Memory Care</b>	30	344-398 SF	Rental only
<b>TOTAL</b>	214		

Independent living facilities are generally for seniors who can take care of themselves but want to engage in a community of their peers. Most market rate facilities offer apartments with full kitchens, communal dining with one or more meals served each day, weekly housekeeping and recreational activities. The target age for this type of facility is 65 and older, though most residents are in their 70s and 80s. Some also offer home health services for an additional fee so that those needing more assistance can remain in their apartments.

Verandah may attract a younger senior demographic in its independent living units since it is a for-sale development and units are larger than what is typically found in senior independent living. In particular, the townhouses will be targeting more independent seniors who are downsizing from larger homes, but want a maintenance-free environment that enables them to age in place.

Residents of the independent living will be able to age in place and move into the assisted living and memory care sections as their health needs change. These units will also be open to those from the outside who are not residents of independent living already. Most of the assisted living and memory care units will be studios, with a few one bedroom units in the assisted living section.

## **B. Primary Market Area**

The Primary Market Area (PMA) for Verandah is generally bounded by I-90 on the north, Army Trail Road on the south, Meacham Road on the east and the railroad tracks west of Route 59 and east of the Kane County line on the west. It includes all or parts of Hanover Park, Schaumburg, Streamwood, Hoffman Estates, Bartlett, Roselle and Bloomingdale. A map of the PMA is on the following page.

The Primary Market Area has an estimated 35,400 people age 65+ as of 2015 and this number is projected to increase by 22% over the next five years. The Village of Hanover Park has an estimated 3,226 seniors age 65+ and their number is projected to increase by 30% by 2020. Thus there are a large number of potential residents for a new senior development.

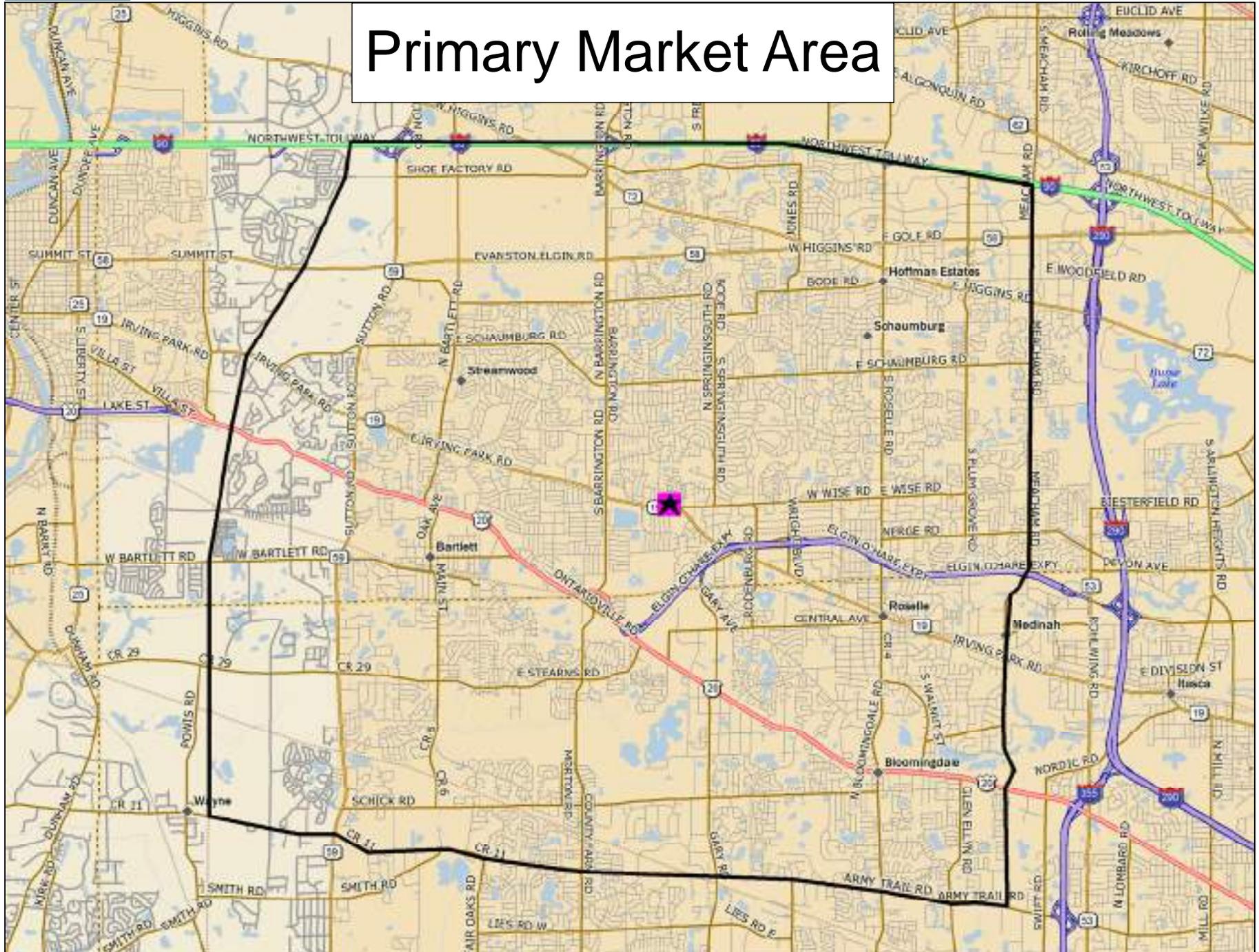
The PMA has an estimated 20,800 households headed by a person 65+ and of these, 71% have incomes over \$35,000 and 54% have incomes over \$50,000. These are the target residents of Verandah. The number of senior households with incomes over \$50,000 is projected to increase by 34% (3,239) over the next five years.

Seniors in the PMA also have reasonably high net worth. Just over three quarters of the households age 65+ have net worth over \$150,000 and 65% have net worth over \$250,000. The percentages are slightly higher for residents of Hanover Park. Thus there will be an increasing need for senior housing in the PMA in the next five years and there are an ample number of seniors who have both the net worth and income to afford the proposed units at Verandah.

Assisted living is typically targeted to those who have one or more disabilities and need assistance with activities of daily living. Most are over 75 years of age. The PMA has almost 16,400 people over 75 and slightly over half, 8,440, have some disability.

Data from the Alzheimer's Association and other studies show that 11% of seniors have Alzheimer's disease or other dementia. Of these, 48% have a mild case and typically are cared for at home by family members. Another 31% have moderate and 21% have severe cases. The latter are the target for a memory care facility. The PMA has an estimated 2,025 residents over 65 with moderate or severe memory care issues.

# Primary Market Area



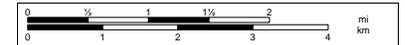
Data use subject to license.

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www.delorme.com



Scale 1 : 100,000



1" = 1.58 mi

Data Zoom 11-0

### C. Competitive Environment

The Primary Market Area has 3 market rate senior properties offering independent living with a total of 855 units. There are also 367 assisted living beds and 129 memory care beds in 9 facilities, some of which also offer independent living.

Two competitive facilities are lifecare properties in which residents pay a large upfront entry fee, but are guaranteed higher levels of care (assisted living, memory care and skilled nursing) as their needs change -- Friendship Village in Schaumburg and Clare Oaks in Bartlett. A third competitive facility is Brookdale Hoffman Estates, a rental property primarily for independent living, but also offering some assisted living units.

At the two lifecare communities, the entry fees range from \$165,000-256,500 for one bedroom and \$210,000-314,000 for two bedroom units, 90% of which is refundable when the person leaves. Monthly fees for independent living at these lifecare facilities range from \$2,120-\$3,066 for one bedroom and \$2,540-\$3,952 for two bedroom units. At Brookdale, the monthly fees range from \$2,515-\$3,215 for one bedroom and \$3,420-\$3,550 for two bedrooms.

The entry fees at lifecare communities are sometimes considered the same as the sales price of a condominium and most residents use the sales proceeds from a home to pay their entry fees (which don't usually allow financing). However, the entry fees provide higher levels of care (assisted living and skilled nursing) at discounted rates in the future and free care if the resident runs out of funds. This is not the case in a fee simple community such as proposed at Verandah.

Properties in the PMA specifically for assisted living and memory care include Brookdale Hoffman Estates (Golf Road), Sunrise of Schaumburg, Sunrise of Bloomingdale, and two supportive living facilities for low-income and market rate seniors in Bartlett and Bloomingdale. The latter two each have a small number of market rate residents, though most are covered by the state of Illinois Medicaid program. Rates for private pay assisted living in a private studio or one bedroom unit typically range from \$3,600 to \$6,300 and in memory care from \$4,800 to \$8,400 per month. These rates include at least some assistance with activities of daily living, though some facilities are more inclusive than others in what is included in the rate.

Occupancy is high for independent living at Brookdale Hoffman Estates and at the newer Friendship Village building that opened in 2007. While exact unit sizes were not available for all of the competitive facilities, the units at Brookdale and Friendship Village are smaller than the proposed unit sizes at Verandah. Monthly rents and fees at the competitive independent living facilities include a meal package, activities, utilities, transportation and housecleaning.

There is one new senior facility under construction in Streamwood, Westbrook Senior Living, a rental property with 69 units of independent living in addition to 59 units of assisted living and 24 units of memory care. There are no other plans at this time for senior independent and assisted living, but one memory care facility (Lakewood Memory Care) with 42 units is planned in Bloomingdale.

#### **D. For-Sale Condominiums and Townhouses**

VSKA focused on newer condominiums and townhouses in the PMA, particularly those that have attracted empty nesters and senior citizens. These prices are significantly higher than the median sales prices for all attached units in the PMA communities.

There are several elevator condominium buildings in Roselle and Bartlett in their respective downtowns. They were built prior to the recent recession and prices are generally lower today than they were when they initially sold. However, prices have been increasing since the depth of the recession. Over the past two years, one bedroom condos in these newer buildings sold from \$99,400 to \$136,000 and two bedroom units sold for \$138,000 to \$320,000. These units are generally larger than those proposed at Verandah, but they do not have the level of common area amenities that will be included at Verandah.

There are many townhouses in the PMA, though most are more than 20 years old and are not directly comparable with what is proposed at Verandah. The most recently completed townhouse development in Hanover Park, Church Street Station, has two bedroom units that sold for \$180,111 to \$269,990 and three bedroom units that sold for \$113,000 to \$240,000 in the past two years. (The lowest sale was a short sale.) However, few buyers were seniors since the townhouses are on three levels. The development has no common area amenities.

Several other developments in Streamwood (Sutton Ridge) and Hoffman Estates (Haverford Place) are more appropriate for seniors and empty nesters looking to downsize as many units have first floor master bedrooms. Haverford Place has a clubhouse; Sutton Ridge does not. 2014 and 2015 sales at these developments are higher overall than more traditional multi-level townhouses and range from \$238,900 to \$385,000 for two bedrooms and \$261,000 to \$370,000 for three bedrooms. These townhouses tend to be larger than the proposed townhouses at Verandah.

#### **E. Demand and Penetration**

VSKA estimates demand for additional independent living units for seniors at 289-474 units in 2015, increasing to 350-587 units in 2020. This is based on conservative penetration rates of 2%-3% of households age 65+ with incomes of \$35,000-74,999 and 1%-2% of senior households with incomes over \$75,000. In order to afford the purchase price and the monthly fees at Verandah, we estimate that a senior will need a minimum net worth of \$150,000 and/or income of \$35,000-50,000. The proposed 129 independent living units represent 27-45% of the independent senior demand in 2015 and 22-37% by 2020. Table 2 on the following page shows the independent living demand.

Table 2

## HANOVER PARK MARKET AREA INDEPENDENT LIVING DEMAND

	2015		2020	
	<i>Penetration Rates</i>		<i>Penetration Rates</i>	
<b>Primary Market Area</b>				
<u>Income Level \$35,000-\$49,999</u>	2.0%	3.0%	2.0%	3.0%
Number of Households Age 65+	<u>3,588</u>	<u>3,588</u>	<u>3,903</u>	<u>3,903</u>
Demand at 2-3% Penetration	72	108	78	117
<u>Income Level \$50,000-74,999</u>	2.0%	3.0%	2.0%	3.0%
Number of Households Age 65+	<u>4,710</u>	<u>4,710</u>	<u>5,251</u>	<u>5,251</u>
Demand at 2-3% Penetration	94	141	105	158
<u>Income Level \$75,000+</u>	1.0%	2.0%	1.0%	2.0%
Number of Households Age 65+	<u>6,494</u>	<u>6,494</u>	<u>9,733</u>	<u>9,733</u>
Demand at 1-2% Penetration	65	130	97	195
<b>Total Demand from Primary Market Area</b>	231	379	280	470
Additional Demand Assuming that 20% of Residents come from Outside of Market Area	<u>58</u>	<u>95</u>	<u>70</u>	<u>117</u>
<b>TOTAL MARKET RATE DEMAND</b>	<b>289</b>	<b>474</b>	<b>350</b>	<b>587</b>

Note: Numbers may not total due to rounding.

Source: Valerie S. Kretchmer Associates, Inc. based on estimates and projections from ESRI.

We also analyzed the overall independent living penetration rate in the PMA to determine the degree to which this market area is saturated or overbuilt with independent living for seniors. As of 2015, there are almost 14,800 households over age 65 with incomes over \$35,000. The existing inventory of senior independent living currently penetrates 5.8% of these households.

This is a very low overall rate for a market area. By 2020, with the addition of 69 units at Westbrook Senior Living and 129 units at Verandah, the penetration rate will decrease slightly to 5.6% due to the projected increase in the number of income-eligible seniors. This indicates that the market can support additional development.

Verandah’s proposed 129 independent living units will need to capture only 0.9% of the senior households with incomes over \$35,000 in 2015 and 0.7% in 2020. These are very low capture rates for a single property, indicating reasonable demand for Verandah. In addition, there is no other development that will be offering a for-sale product for independent seniors with the level of amenities and services planned at Verandah.

VSKA estimates demand for 196-279 assisted living beds in the PMA in 2015, increasing to 249-353 by 2020. Verandah’s proposed 55 assisted living beds represent 20-28% of this demand in 2015 and 16-22% in 2020. We also estimate demand for 66-94 memory care beds in 2015, increasing to 82-116 by 2020. The proposed 30 memory care beds at Verandah represent 32-45% of the demand in 2015 and 26-36% in 2020. Thus there is more than adequate demand for the proposed assisted living and memory care units proposed at Verandah. Tables 3 and 4 below show the demand analysis for assisted living and memory care.

**Table 3**

**HANOVER PARK MARKET AREA ASSISTED LIVING DEMAND**

	2015 Range		2020 Range	
Population 75+ with Disabilities	6,850	6,850	8,440	8,440
Target Population with Net Worth of \$150,000+ (Adequate Net Worth)*	4,862	4,862	5,990	5,990
Target Population with Income of \$50,000+ (Adequate Income)	2,395	2,395	3,561	3,561
Estimated Target Population with Income of \$50,000+ and Net Worth less than \$150,000**	<u>30%</u> 718	<u>30%</u> 718	<u>30%</u> 1,068	<u>30%</u> 1,068
Target Population with Adequate Net Worth <u>and/or</u> Income for Private Pay Assisted Living	5,581	5,581	7,059	7,059
Demand from Target Population for Private Pay Assisted Living Units (3-4%)	167	223	212	282
Additional Demand for Assisted Living Units from Seniors Age 65-74 and from Outside the Market Area (15-20%)	<u>29</u>	<u>56</u>	<u>37</u>	<u>71</u>
<b>Total Demand for Hanover Park Assisted Living Facility (Beds)</b>	<b>196</b>	<b>279</b>	<b>249</b>	<b>353</b>

\*In the Hanover Park Market Area, 71% of households with a person age 75+ have a net worth of \$150,000+, considered to be the minimum necessary to afford private pay assisted living and memory care. Alternatively, those with incomes of at least \$50,000 per year are assumed to be able to afford private pay assisted living and memory care.

\*\* Assumes that 70% of households with net worth of \$150,000+ have incomes over \$50,000. Therefore 30% of those with income of \$50,000+ are added to the number of potentially income-qualified seniors.

Source: Valerie S. Kretchmer Associates, Inc. based on estimates & projections by ESRI

Table 4

## HANOVER PARK MARKET AREA MEMORY CARE DEMAND

	2015 Range		2020 Range	
Population 65+ with Moderate or Severe Dementia	2,025	2,025	2,462	2,462
Target Population with Net Worth of \$150,000+ (Adequate Net Worth)*	1,548	1,548	1,882	1,882
Target Population with Income Over \$50,000 (Adequate Income)	1,092	1,092	1,504	1,504
Estimated Target Population with Income of \$50,000+ and Net Worth less than \$150,000**	<u>30%</u> 328	<u>30%</u> 328	<u>30%</u> 451	<u>30%</u> 451
Target Population with Adequate Net Worth <u>and/or</u> Income for Private Pay Memory Care	1,875	1,875	2,333	2,333
Demand from Target Population for Private Pay Memory Care Beds (3-4%)	56	75	70	93
Additional Demand for Memory Care Beds from Outside Market Area (15-20%)	<u>10</u>	<u>19</u>	<u>12</u>	<u>23</u>
<b>Total Demand for Hanover Park Memory Care Facility (Beds)</b>	<b>66</b>	<b>94</b>	<b>82</b>	<b>116</b>

\*In the Hanover Park Market Area, 76.4% of households with a person age 65+ have a net worth of \$150,000+, considered to be the minimum necessary to afford private pay assisted living and memory care. Alternatively, those with incomes of at least \$50,000 per year are assumed to be able to afford private pay assisted living and memory care.

\*\* Assumes that 70% of households with net worth of \$150,000+ have incomes over \$50,000. Therefore 30% of those with income of \$50,000+ are added to the number of potentially income-qualified seniors.

Source: Valerie S. Kretchmer Associates, Inc. based on estimates & projections by ESRI

## F. Pricing, Unit Sizes, Amenities and Services

As indicated above, Verandah is not directly comparable to the existing market rate senior developments in the PMA. The units will be adequately sized and will be larger than those of conventional market rate senior apartments, but smaller than those of newer non-age restricted condominiums and townhouses in the PMA. However, most of the for-sale condominium buildings and townhouse communities don't have the range of common area amenities and type of senior activities and services proposed at Verandah.

The proposed sales prices at Verandah are within the range of newer condominiums, townhouses and lifecare communities in the PMA. The one bedroom condominium prices are more expensive than recent sales at the newer buildings, but there aren't many newer one bedroom units in the PMA, so Verandah will fill a void. Verandah's two bedroom condominiums are at the upper end of the price range, but the existing condominium buildings don't offer the senior-specific amenities and services proposed at Verandah.

Verandah's proposed townhome prices are generally comparable to or less expensive than the newer townhouses in the PMA that have first floor master bedrooms but are more expensive than those that do not. There are limited choices in the PMA when it comes to townhouses with first floor master bedrooms, so again, Verandah will fill a void here.

The proposed monthly fees for independent living (homeowners association and real estate taxes) at Verandah will be significantly lower than the monthly fees charged at the PMA's senior rental and lifecare facilities. Even factoring in the resident's additional expenses for mortgage payment (if applicable), utilities and optional meals and housekeeping (which are typically included in the monthly fee at competitive facilities), Verandah will be less expensive. This will be a strong selling point.

The developer intends to offer an optional meal plan and other services such as housekeeping and home health care on an a la carte basis, giving residents the ability to pay only for what they need and want. Typical meal charges at senior facilities range from \$13-16 for dinner, which is the most popular meal. Some facilities offer a free continental breakfast.

Verandah's units will have full kitchens with quality appliances including a refrigerator, stove, dishwasher, disposal, washer and dryer. Individual outdoor space in the form of balconies in the condominium building and patios in the townhouses should be included in each unit. All units should be handicapped accessible or adaptable and have grab bars in the bathrooms, easy-entry showers, emergency pull cords in the bedrooms and bathrooms, and/or an emergency pendant for each resident.

The proposed common area amenities will be sufficient. The large clubhouse will differentiate the property from the for-sale condominiums and townhouses in the PMA. The developer intends to offer activities and should also offer free scheduled transportation for shopping and trips. Special arrangements for transportation to medical and other appointments within a reasonable distance of the development should be possible for an additional charge.

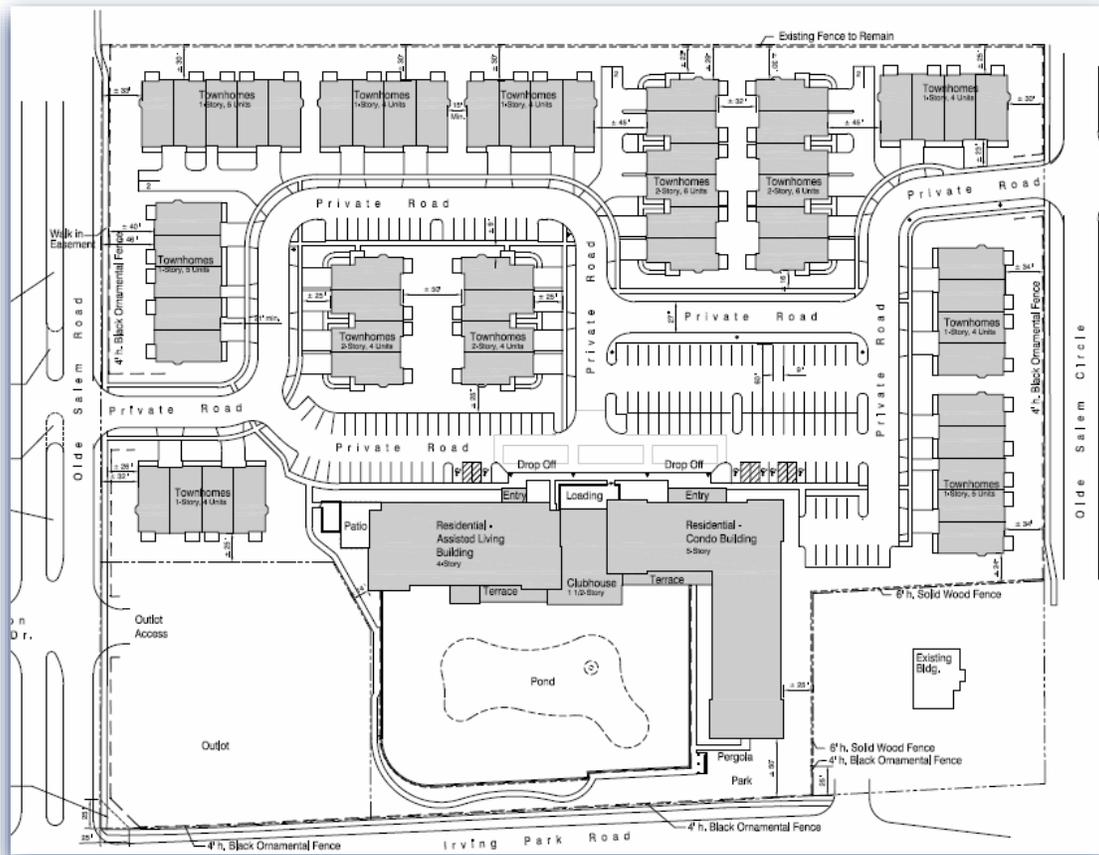
With the planned common area amenities, individual unit features including first floor master bedroom in the townhouses, and the activities and services that will be offered to residents, Verandah should be marketable at the proposed sales prices and monthly fees. Assuming the economy remains stable or improves over the next few years, absorption of the 129 independent living units is likely to take 18-26 months at the rate of approximately 5-7 units per month on average. This assumes a professional marketing effort targeting seniors and Realtors active in the PMA to get the word out about the development. The developer will most likely need to pre-sell a portion of the units prior to construction depending on the requirements of the lender.

The 85 assisted living and memory care units are projected to lease at the rate of 3-5 units per month for a lease-up of 17-28 months. Over time, as the residents of the independent living units age in place, the assisted living and memory care units will fill with those already living at Verandah. We also expect that some of the younger seniors in the independent living units will bring their frail relatives into the assisted living and memory care sections of Verandah.

# Traffic Impact Study

## Senior Housing Development

### Hanover Park, Illinois



Prepared By



October 28, 2016

# 1. Introduction

This report summarizes the methodologies, results and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed senior housing development to be located in Hanover Park, Illinois. The site is located on the north side of Irving Park Road between Olde Salem Road and Olde Salem Circle. As proposed, the site will be developed with 55 townhome units, a building containing 80 senior condominium units and 80 assisted living units and an approximately 7,000 square-foot retail building on an outlot parcel within the site. Access to the proposed senior housing development will be provided via a full movement access drive off Olde Salem Road and via a full movement access drive off Olde Salem Circle. Access to the retail development will be provided via a full movement access drive off Olde Salem Road. No internal connection will be provided between the residential and retail parcels. Additionally, 303 parking spaces will be provided for the senior housing units and 77 parking spaces will be provided for the retail building.

The purpose of this study was to examine background traffic and parking conditions, assess the impact that the proposed development will have on traffic conditions in the area and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

**Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site area.

The sections of this report present the following.

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and evening peak hours
- Recommendations with respect to adequacy of the site access system and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and evening peak hours for the following conditions.

1. Existing Condition - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Future Condition - The future projected traffic volumes include the existing traffic volumes, ambient area growth not attributable to any particular development and the traffic estimated to be generated by the proposed subject development.



Site Location

Figure 1



Aerial View of Site Location

Figure 2

## 2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on a field visit conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices and existing peak hour traffic volumes.

### Site Location

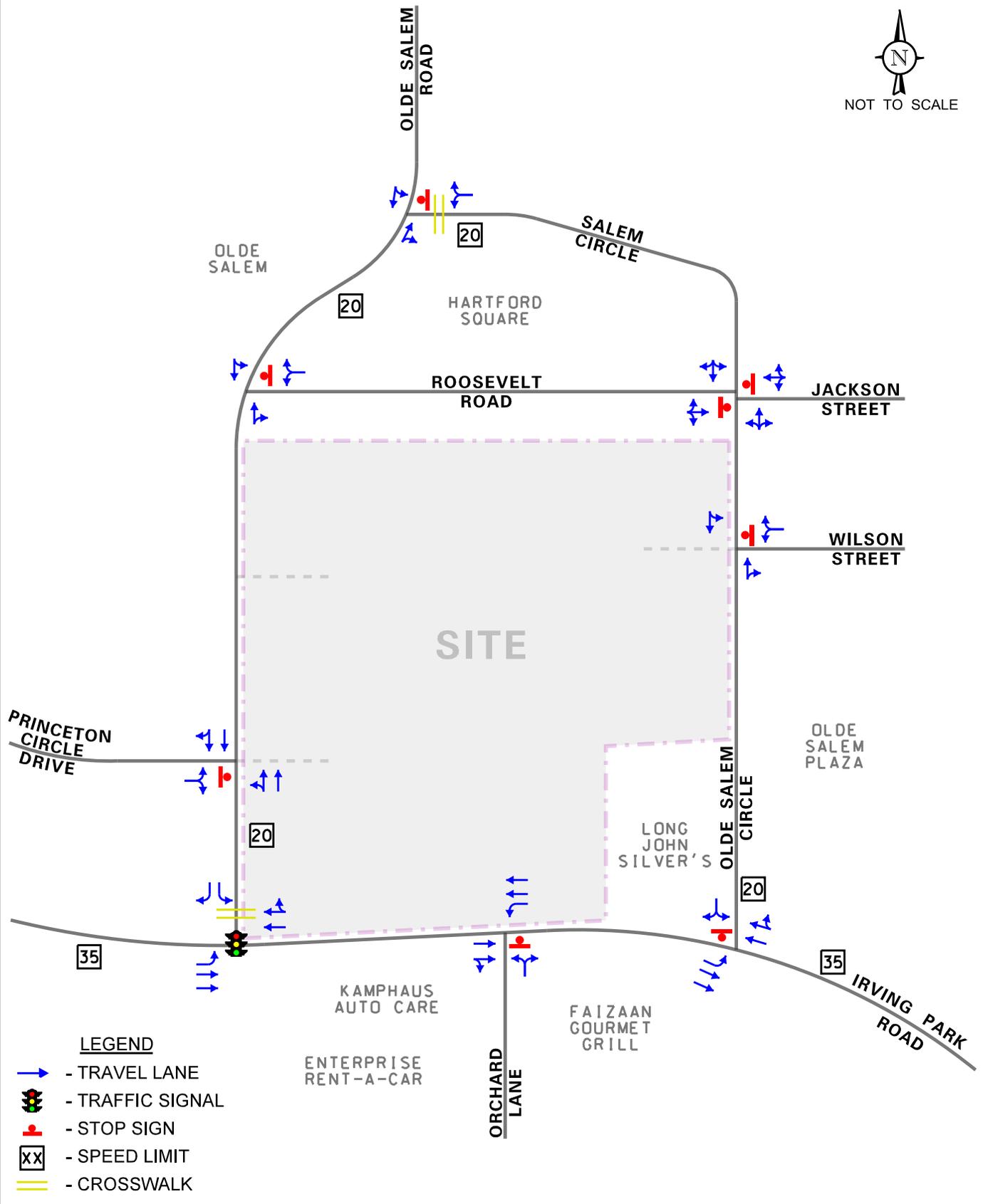
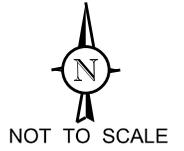
The site is located on the north side of Irving Park Road between Olde Salem Road and Olde Salem Circle and is currently occupied by a surface parking lot and a razed building. Land uses in the vicinity of the site include the Olde Salem and Harford Square subdivisions to the north, the Olde Salem Plaza to the east and Faizaan Gourmet Grill, Kamphaus Auto Car and Enterprise Rent-a-car to the south. Additionally, Long John Silvers is located in the northwest corner of the intersection of Irving Park Road with Olde Salem Circle that is bordered to the north and west by the site.

### Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

*Irving Park Road (IL 19)* is an east-west arterial roadway that in the vicinity of the site provides two through lanes in each direction. At its signalized intersection with Olde Salem Road, Irving Park Road provides an exclusive left-turn lane and two exclusive through lanes on the eastbound approach and an exclusive through lane and a shared through/right-turn lane on the westbound approach. At its unsignalized intersection with Olde Salem Circle, Irving Park Road provides two exclusive through lanes on the eastbound approach and left-turns onto Olde Salem Circle can be completed from the striped median on Irving Park Road. The westbound approach provides an exclusive through lane and a shared through/right-turn lane on the westbound approach. Irving Park Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) carries an annual average daily traffic (AADT) volume of 32,200 vehicles (IDOT AADT 2015) and has a posted speed limit of 35 miles per hour.

*Olde Salem Road* is a north-south local roadway that extends from Irving Park Road to its terminus approximately one-half mile to the north and provides one lane in each direction. At its signalized intersection with Irving Park Road, Olde Salem Road provides an exclusive left-turn lane, an exclusive right-turn lane and a standard style crosswalk. At its unsignalized intersection with Princeton Circle Drive, Olde Salem Road provides an exclusive through lane and a shared through/right-turn lane on the southbound approach and a shared through/left-turn lane and an exclusive through lane on the northbound approach. Parking is permitted on the west side of the roadway on odd days and is permitted on the east side of the roadway on even days. Olde Salem Road is under the jurisdiction of the Village of Hanover Park and has a posted speed limit of 20 miles per hour.



- LEGEND**
- TRAVEL LANE
  - TRAFFIC SIGNAL
  - STOP SIGN
  - SPEED LIMIT
  - CROSSWALK

PROJECT:  
 Senior Housing Development  
 Hanover Park, Illinois

TITLE:  
 Existing Roadway Characteristics

**KLOA**  
 Job No: 16-056  
 Figure: 3

*Olde Salem Circle* is a north-south local roadway that extends from Irving Park Road north to Olde Salem Road and provides one through lane in each direction. At its unsignalized intersection with Irving Park Road, Olde Salem Circle provides a shared left/right-turn lane that is under stop-sign control. At its unsignalized intersection with Wilson Street, Olde Salem Circle provides a shared through/right-turn lane on the northbound approach and a shared left-turn/through lane on the southbound approach. Olde Salem Circle is under the jurisdiction of the Village of Hanover Park and has a posted speed limit of 20 miles per hour.

*Princeton Circle Drive* is an east-west local roadway that provides one through lane in each direction and extends from Olde Salem Road approximately 800 feet west where it curves north and terminates at Whitebridge Lane. At its unsignalized intersection with Olde Salem Road, Princeton Circle Drive provides a shared left/right-turn lane under stop-sign control. Princeton Circle Drive is under the jurisdiction of the Village of Hanover Park.

*Wilson Street* is an east-west local roadway that provides one through lane in each direction and extends from Olde Salem Circle approximately 300 feet east to its terminus at Grant Circle. At its unsignalized intersection with Olde Salem Circle, Wilson Street provides a shared left/right-turn lane under stop-sign control. Wilson Street is under the jurisdiction of the Village of Hanover Park.

### **Existing Traffic Volumes**

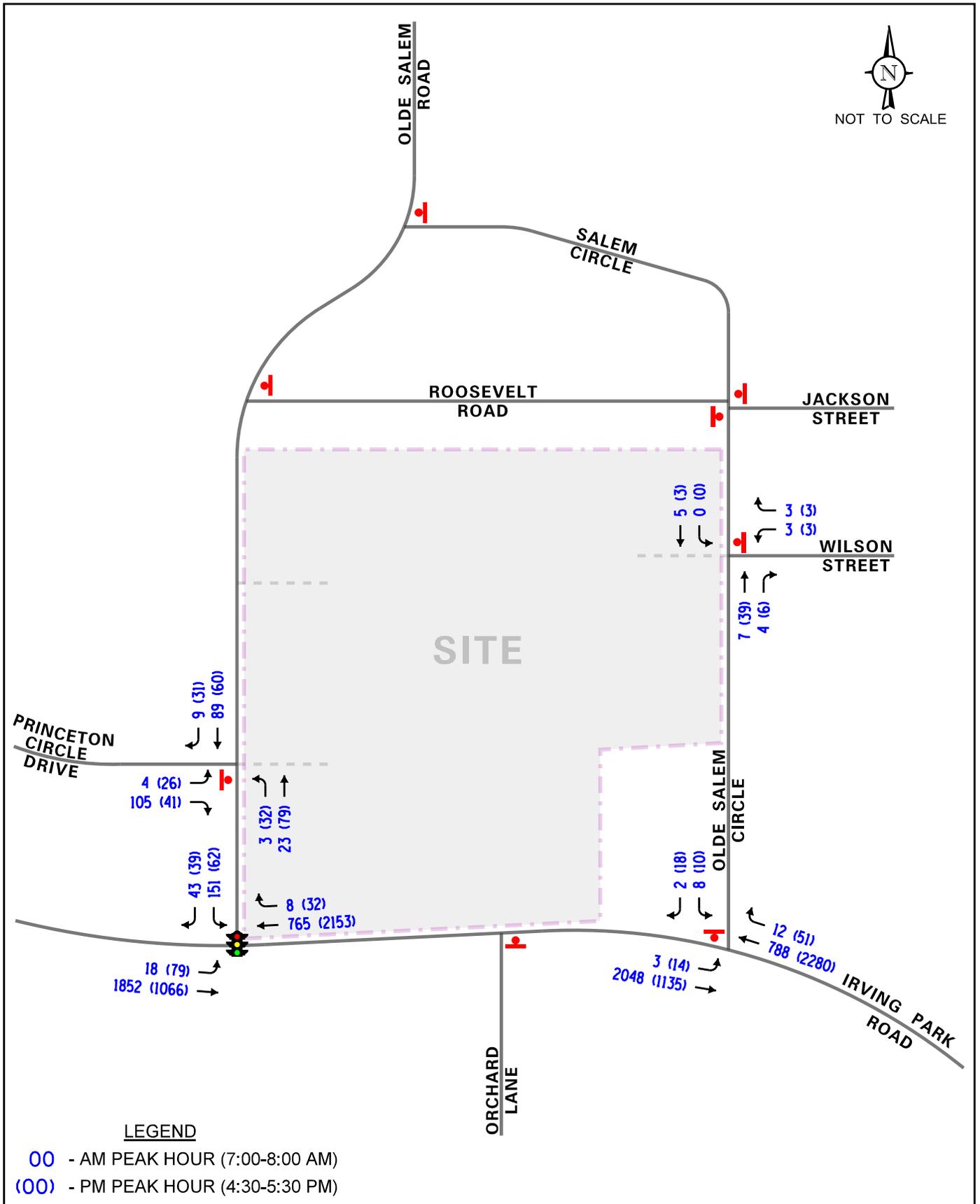
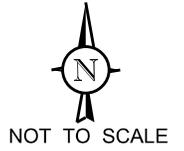
In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted manual peak period traffic counts on Thursday, March 3, 2016 during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods at the following intersections:

- Irving Park Road with Olde Salem Road
- Irving Park Road with Olde Salem Circle
- Olde Salem Road with Princeton Circle Drive
- Olde Salem Circle with Wilson Street

The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:00 A.M. to 8:00 A.M. and the evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. **Figure 4** illustrates the existing peak hour traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.

### **Accident Data**

KLOA, Inc. obtained accident data for the past five years (2010 to 2014) for the intersections of Irving Park Road with Olde Salem Road and Irving Park Road with Olde Salem Circle. The accident data for the intersections are summarized in **Tables 1** and **2**, respectively. A review of the accident data indicated that the frequency of accidents was low and that there was no fatalities reported. It should also be noted that the intersections and the roadway segment of Irving Park Road from 500 feet east of Barrington Road to Wise Road are listed in IDOT's 2015 Statewide or Local Five Percent Report which presents the five percent of state, county, township, and municipal roadway segments and intersections exhibiting the most pressing safety needs.



**LEGEND**

- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)

PROJECT:  
Senior Housing Development  
Hanover Park, Illinois

TITLE:  
Existing Traffic Volumes



Figure: 4

Table 1  
IRVING PARK ROAD WITH OLDE SALEM ROAD

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2010	0	1	1	1	2	1	6
2011	0	0	2	0	2	0	4
2012	0	0	2	0	3	0	5
2013	0	0	2	0	3	0	5
2014	0	0	0	0	3	0	3
<b>Total</b>	<b>0</b>	<b>1</b>	<b>7</b>	<b>1</b>	<b>13</b>	<b>1</b>	<b>23</b>
<b>Average/Year</b>	<b>0</b>	<b>&lt; 1</b>	<b>1.4</b>	<b>&lt; 1</b>	<b>2.6</b>	<b>&lt; 1</b>	<b>4.6</b>

Table 2  
IRVING PARK ROAD WITH OLDE SALEM CIRCLE

Year	Type of Accident Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2010	0	0	0	0	0	0	0
2011	0	0	0	0	1	1	2
2012	0	0	1	1	2	0	4
2013	0	0	0	1	2	0	3
2014	<u>0</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>5</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>7</b>	<b>1</b>	<b>14</b>
<b>Average/Year</b>	<b>0</b>	<b>0</b>	<b>&lt; 1</b>	<b>&lt; 1</b>	<b>1.4</b>	<b>&lt; 1</b>	<b>2.8</b>

**DISCLAIMER:** The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.

### 3.

## Traffic Characteristics of the Proposed Development

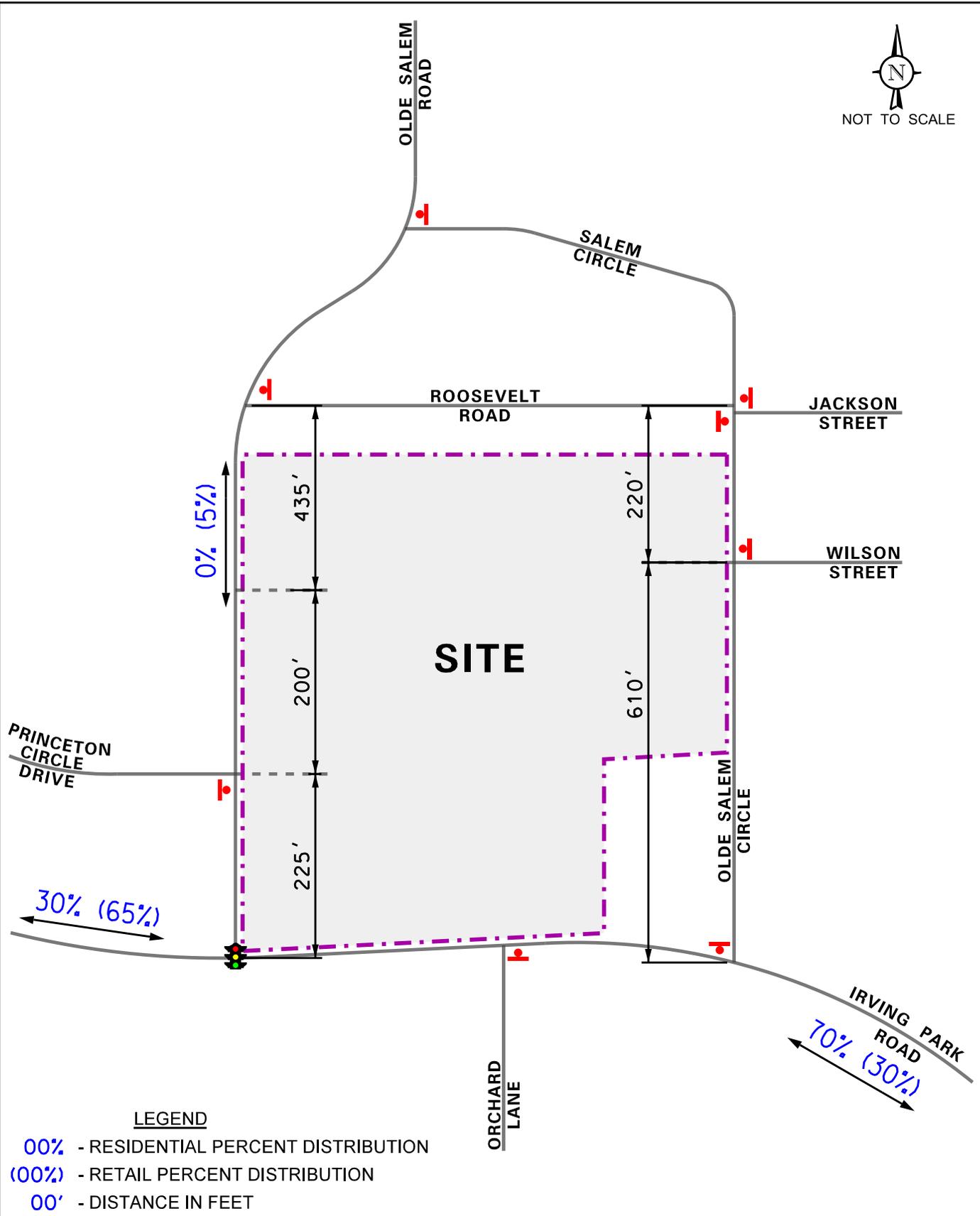
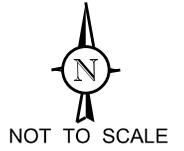
In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

### Proposed Development Plan

As proposed, the plans call for developing the site with 55 senior housing townhomes and a building containing 80 condominiums and 80 assisted living units. Additionally, a 7,000 square-foot retail building will be developed on an outlot parcel in the southwest corner of the site. Access to the proposed senior housing development will be provided via a full movement access drive on Olde Salem Road approximately 420 feet north of Irving Park Road and via a full movement access drive on Olde Salem Circle aligned opposite of Wilson Street approximately 610 feet north of Irving Park Road. The access drives will provide one inbound lane and one outbound lane with outbound movements under stop-sign control. In order to accommodate the location of the proposed access drive on Olde Salem Road, the existing raised concrete median will be modified to allow southbound left-turns onto the proposed access drive and westbound left-turns onto Olde Salem Road. Access to the proposed retail development will be provided via a full movement access drive aligned opposite Princeton Circle Drive, approximately 225 feet north of Irving Park Road. This access drive will provide one inbound lane and one outbound lane with outbound movements under stop-sign control. No internal connection will be provided between the residential and retail parcels. Additionally, 156 parking spaces will be provided for the townhomes, a surface parking lot with 147 parking spaces will be provided for the condominium and assisted living units and a surface parking lot with 77 parking spaces will be provided for the retail building. It should be noted that the proposed development will remove two existing curb cuts on Irving Park Road between Olde Salem Road and the Long John Silver's. A copy of the site plan dated October 25, 2016 depicting the proposed development and access is included in the Appendix.

### Directional Distribution

The directional distribution of future site-generated trips on the roadway system is a function of several variables, including the operational characteristics of the roadway system and the ease with which drivers can travel over various sections of the roadway system without encountering congestion. The directions from which residents of the senior housing units and patrons of the retail building will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the proposed development.



**LEGEND**

- 00% - RESIDENTIAL PERCENT DISTRIBUTION
- (00%) - RETAIL PERCENT DISTRIBUTION
- 00' - DISTANCE IN FEET

PROJECT:  
Senior Housing Development  
Hanover Park, Illinois

TITLE:  
Estimated Directional Distribution



Figure: 5

## Estimated Site Traffic Generation

The volume of traffic generated by a development is based on the type of land uses and the size of the development. The number of peak hour vehicle trips estimated to be generated by the proposed development is based on vehicle trip generation rates contained in *Trip Generation*, 9<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE). **Table 3** shows the site-generated traffic volumes for the proposed development.

## Trip Generation Comparison

It should be noted that the site was previously developed with an approximately 130,000 square-foot Menard's home improvement store. The number of peak hour vehicle trips estimated to be generated by the previously land use was estimated based on vehicle trip generation rates contained in ITE *Trip Generation Manual* and are summarized in **Table 4**. As can be seen from Tables 4 and 5, the proposed development is projected to generate approximately 75 percent less trips during the weekday morning peak hour and approximately 70 percent less trips during the evening peak hour than the previous land-use.

Table 3  
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips
		In	Out	Total	In	Out	Total	
252	Senior Adult Housing- Attached (135 Units)	9	18	27	18	16	34	423
254	Assisted Living (80 Units)	<u>10</u>	<u>4</u>	<u>14</u>	<u>12</u>	<u>11</u>	<u>23</u>	<u>220</u>
	<b>Residential Subtotal</b>	<b>19</b>	<b>22</b>	<b>41</b>	<b>30</b>	<b>27</b>	<b>57</b>	<b>643</b>
826	Specialty Retail (7,000 s.f.)	<u>5</u>	<u>5</u>	<u>10</u>	<u>17</u>	<u>21</u>	<u>38</u>	<u>310</u>
	<b>Total</b>	<b>24</b>	<b>27</b>	<b>51</b>	<b>47</b>	<b>48</b>	<b>95</b>	<b>953</b>

Table 4  
PREVIOUS LAND-USE SITE-GENERATED TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips
		In	Out	Total	In	Out	Total	
862	Home Improvement Superstore (130,000 s.f.)	111	83	194	148	155	303	3996
	<b>Difference<sup>1</sup></b>	<b>+87</b>	<b>+56</b>	<b>+143</b>	<b>+101</b>	<b>+107</b>	<b>+208</b>	<b>+3043</b>

1-As compared with the estimated proposed development-generated traffic volumes

## 4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to ambient growth and the traffic estimated to be generated by the proposed subject development.

### **Development Traffic Assignment**

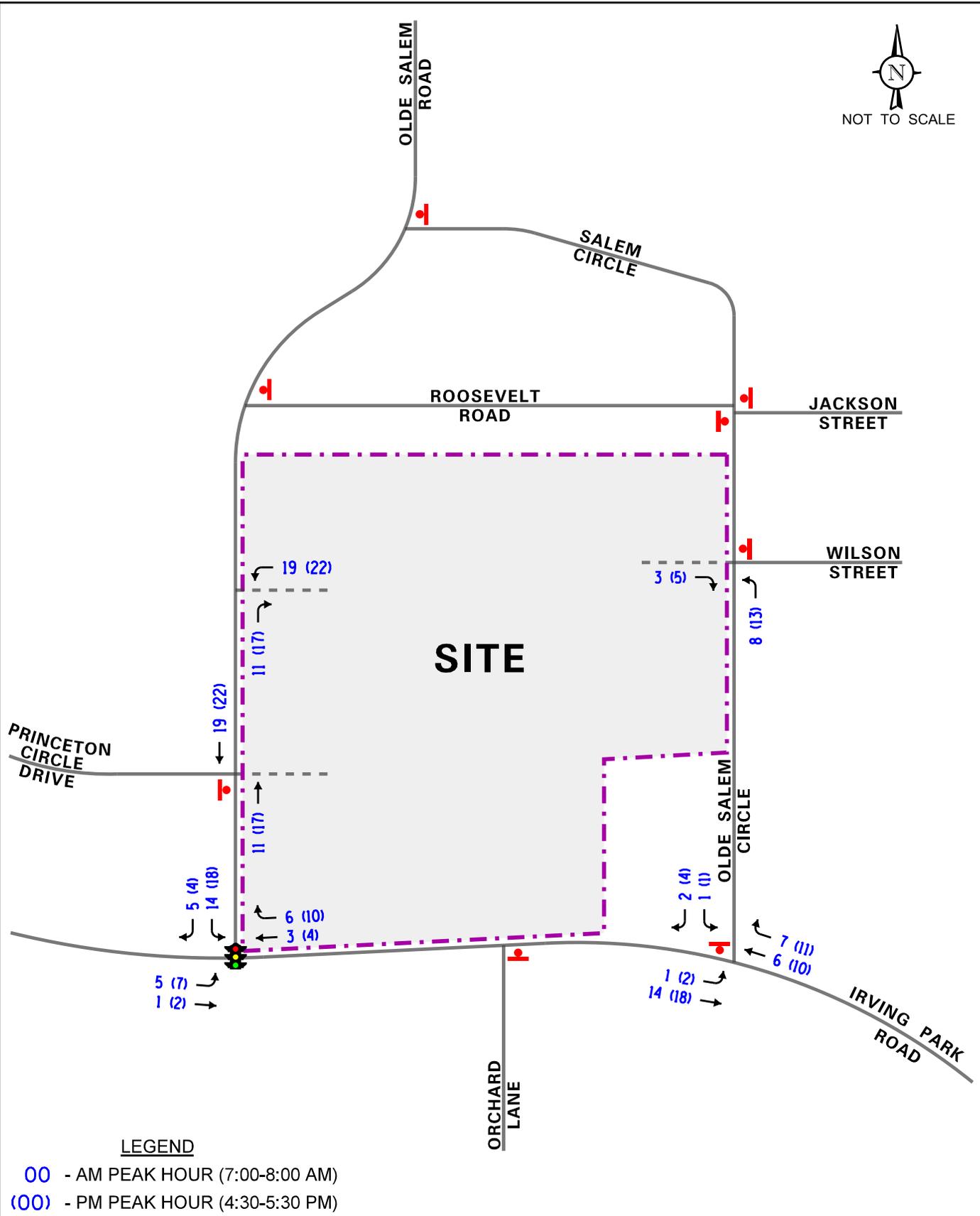
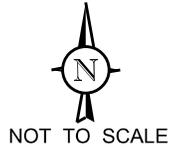
The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the residential development is illustrated in **Figure 6** and the traffic assignment for the retail development is illustrated in **Figure 7**.

### **Background Traffic Conditions**

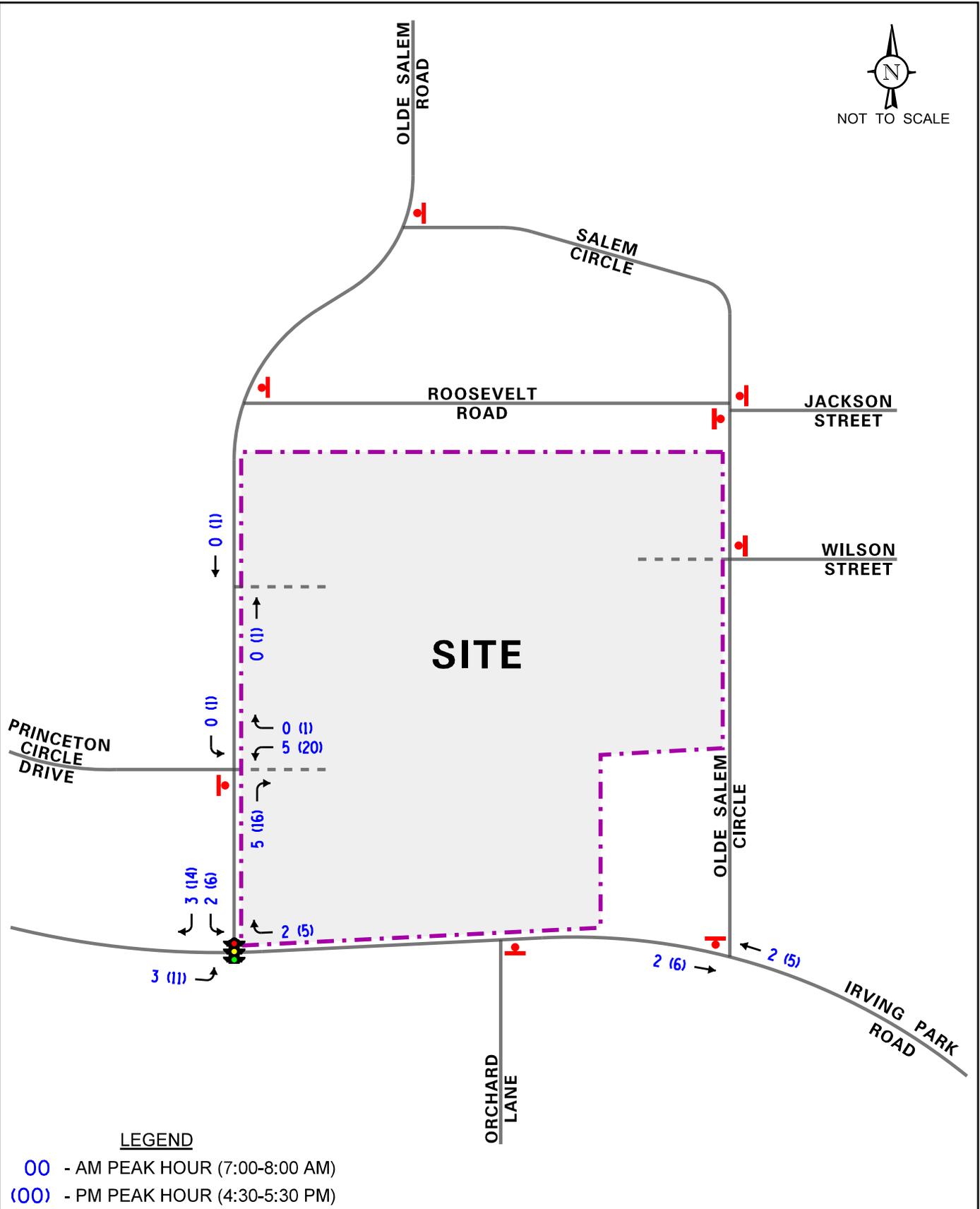
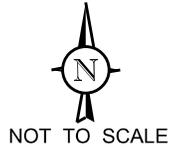
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on the Chicago Metropolitan Agency for Planning (CMAP) *2040 Forecast of Population, Households and Employment* an increase of one percent per year for six years (buildout year plus five) was applied to the through movements along Irving Park Road to project Year 2022 conditions.

### **Total Projected Traffic Volumes**

The addition of the development generated traffic to the existing traffic volumes accounting for background growth, to determine the Year 2022 total projected traffic volumes, are shown in **Figure 8**.



PROJECT: Senior Housing Development Hanover Park, Illinois	TITLE: Residential Site Traffic Assignment	 Job No: 16-056 Figure: 6
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**LEGEND**

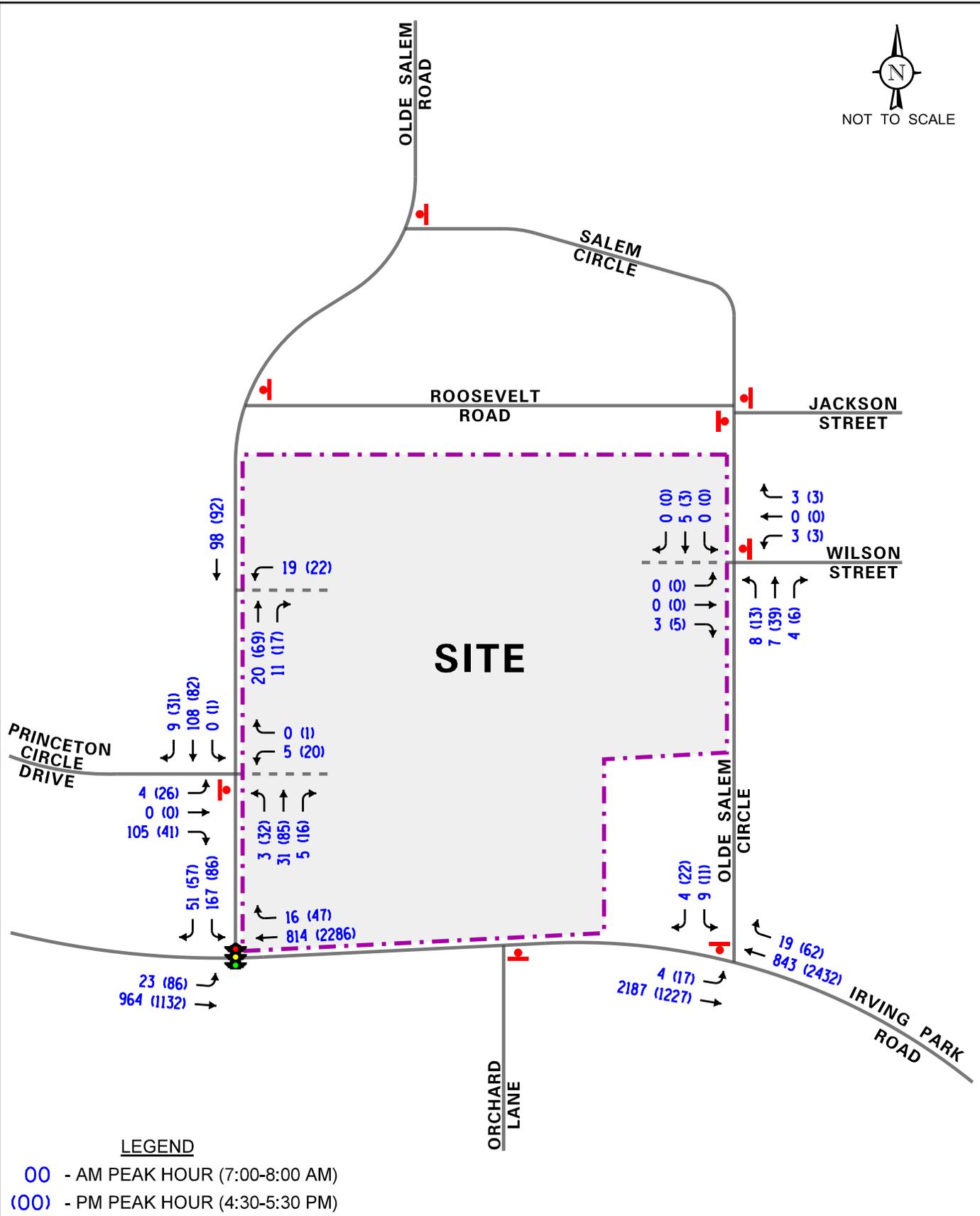
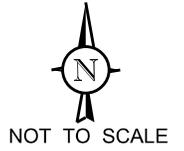
- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)

PROJECT:  
Senior Housing Development  
Hanover Park, Illinois

TITLE:  
Retail Site Traffic Assignment



Figure: 7



**LEGEND**

- 00 - AM PEAK HOUR (7:00-8:00 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)

PROJECT:  
Senior Housing Development  
Hanover Park, Illinois

TITLE:  
Year 2022 Total Projected  
Traffic Volumes



Figure: 8

## 5.

# Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

### Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hour periods for the existing (Year 2016) and future projected (Year 2022) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM), 2010* and analyzed using the HCS 2010 computer software. The analysis for the traffic-signal controlled intersections were accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing, existing plus site, and Year 2022 total projected conditions are presented in **Tables 5** and **6**, respectively. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 5  
 CAPACITY ANALYSIS RESULTS – EXISTING TRAFFIC VOLUMES

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Irving Park Road with Olde Salem Road <sup>1</sup>				
• Overall	A	5.6	A	5.4
• Southbound Approach	E	70.0	E	72.0
• Eastbound Approach	A	1.0	A	3.0
• Westbound Approach	A	0.6	A	3.5
Irving Park Road with Olde Salem Circle <sup>2</sup>				
• Southbound Approach	C	23.2	F	56.6
• Eastbound Lefts	A	9.5	D	27.1
Olde Salem Road with Princeton Circle Drive/Full Movement Access Drive <sup>2</sup>				
• Eastbound Approach	A	9.2	A	9.4
• Northbound Lefts	A	7.9	A	7.5
Olde Salem Circle with Wilson Street/Full Movement Access Drive <sup>2</sup>				
• Westbound Approach	A	8.6	A	8.7
• Southbound Lefts	A	7.2	A	7.3

LOS = Level of Service  
 Delay is measured in seconds.  
 1-Signalized Intersection  
 2-Unsignalized Intersection

Table 6  
 CAPACITY ANALYSIS RESULTS - PROJECTED YEAR 2022 TRAFFIC VOLUMES

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Irving Park Road with Olde Salem Road <sup>1</sup>				
• Overall	A	8.1	A	7.4
• Southbound Approach	E	71.4	E	73.9
• Eastbound Approach	A	0.4	A	4.0
• Westbound Approach	A	0.7	A	5.1
Irving Park Road with Olde Salem Circle <sup>2</sup>				
• Southbound Approach	C	23.5	F	72.0
• Eastbound Lefts	A	9.8	D	32.0
Old Salem Road with Senior Housing Full Movement Access Drive <sup>2</sup>				
• Westbound Approach	A	9.1	A	9.4
Olde Salem Road with Princeton Circle Drive/Retail Full Movement Access Drive <sup>2</sup>				
• Eastbound Approach	A	9.3	A	9.7
• Westbound Approach	A	9.9	B	10.5
• Northbound Lefts	A	7.9	A	7.5
• Southbound Lefts	A	7.3	A	7.4
Olde Salem Circle with Wilson Street/Full Movement Access Drive <sup>2</sup>				
• Eastbound Approach	A	8.3	A	8.3
• Westbound Approach	A	8.7	A	8.8
• Northbound Lefts	A	7.2	A	7.2
• Southbound Lefts	A	7.2	A	7.3
LOS = Level of Service Delay is measured in seconds. 1-Signalized Intersection 2-Unsignalized Intersection				

## Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identify any roadway and traffic control improvements to accommodate the development traffic.

### *Irving Park Road with Olde Salem Road*

The results of the capacity analysis indicate that overall this signalized intersection currently operates at the acceptable level of service (LOS) A during the weekday morning and weekday evening peak hours and will continue to do so under future conditions. The southbound approach at this intersection currently operates at LOS E during both peak hours and is projected to continue operating at LOS E during both peak hours with increases in delay of approximately two seconds. This LOS is the result of the minimal amount of green time Olde Salem Road receives with the majority of the green time allocated to Irving Park Road. As such, the proposed development will have a limited impact on the operations of this intersection and no roadway improvements or signal modification will be necessary.

### *Irving Park Road with Olde Salem Circle*

The results of the capacity analysis indicate that the southbound approach at this intersection currently operates at the acceptable LOS C during the weekday morning peak hour and LOS F during the weekday evening peak hour. Under future conditions, the southbound approach is projected to continue operating at existing level of service with increases in delay of less than one second during the weekday morning peak hour and approximately 15 seconds during the weekday evening peak hour. However, this LOS is expected for a minor roadway such as Olde Salem Circle that has an unsignalized intersection with a major roadway such as Irving Park Road. Furthermore, this analysis does not take into account the gaps in the Irving Park Road traffic stream created by the signalized intersections of Irving Park Road with Olde Salem Road approximately 900 feet to the west and the signalized intersection of Irving Park Road with Wise Road/Georgetown Drive approximately 300 feet to the east. In addition, eastbound left-turns onto Olde Salem Circle are projected to operate at LOS A during the weekday morning peak hour and at LOS D during the weekday evening peak hour with 95<sup>th</sup> percentile queues of one to two vehicles which can be accommodated by the existing striped median. Furthermore, the proposed development traffic will result in an increase of only 1.5 percent to the total intersection volume. As such, the proposed development will have a limited impact on the operations of this intersection and no roadway improvements will be necessary.

### *Olde Salem Road with Proposed Senior Housing Full Movement Access Drive*

The results of the capacity analyses indicate that the proposed access drive is projected to operate at LOS A during both peak hours with 95<sup>th</sup> percentile queues of one to two vehicles. As previously indicated, the existing median on Olde Salem Road will be modified as part of the proposed development to allow southbound left-turns onto the site and westbound right-turns out of the site. The southbound left-turns onto the access drive are estimated to occur on a limited basis and based on a review of the capacity analysis, no exclusive turn lanes will be necessary at the proposed access drive. As such, the proposed access drive will be adequate in accommodating the traffic projected to be generated by the proposed senior housing development and will have a limited impact on the operations of Old Salem Road.

### *Olde Salem Road with Princeton Circle Drive/Proposed Retail Full Movement Access Drive*

The results of the capacity analysis indicate that the eastbound approach currently operates at LOS A during the weekday morning and weekday evening peak hours. With the addition of the proposed access drive, the eastbound approach is projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. The proposed access drive is projected to operate at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour with 95<sup>th</sup> percentile queues of one to two vehicles. Furthermore, northbound and southbound left-turns onto Princeton Circle Drive and the proposed access drive are projected to operate at LOS A with 95<sup>th</sup> percentile queues of one to two vehicles. The southbound left-turns onto the access drive are estimated to occur on a limited basis and based on a review of the capacity analysis, no exclusive turn lanes will be necessary at the proposed access drive. As such, the proposed access drive will be adequate in accommodating the traffic projected to be generated by the proposed retail development and will have a limited impact on the operations of this intersection.

### *Olde Salem Circle with Wilson Street/Proposed Full Movement Access Drive*

The results of the capacity analysis indicate that the westbound approach currently operates at LOS A during the weekday morning and weekday evening peak hours. With the addition of the proposed access drive, the westbound approach is projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. The proposed access drive is projected to operate at LOS A during the peak hour with 95<sup>th</sup> percentile queues of one to two vehicles. Furthermore, northbound and southbound left-turns onto the proposed access drive and Wilson Street are projected to operate at LOS A with 95<sup>th</sup> percentile queues of one to two vehicles. Based on the existing roadway characteristics and a review of the capacity analysis, no exclusive turn lanes will be necessary at the proposed access drive. As such, the proposed access drive will be adequate in accommodating the traffic projected to be generated by the proposed development and will have a limited impact on the operations of this intersection.

## Parking Evaluation

Parking for the proposed development will be provided as follows:

- Elderly Housing – 303 parking spaces
  - Townhome Units – 156 parking spaces
  - Condominium/Assisted Living Units – 147 parking spaces
- Retail – 77 parking spaces

Based on the Village of Hanover Park Village Code, parking for the proposed development should be provided as follows:

- Elderly Housing – 1 space per 2 dwelling units
  - Total of 108 parking spaces, resulting in a surplus of 195 parking spaces
- Retail, Freestanding – 5 spaces per 1,000 square feet of gross floor area
  - Total of 35 parking spaces, resulting in a surplus 42 parking spaces

Additionally, KLOA, Inc. also reviewed the Institute of Transportation Engineers (ITE) *Parking Generation Manual*, 4<sup>th</sup> Edition which determined the following projected parking demands:

- Senior Housing – Attached
  - Average - 0.59 spaces per unit.
  - 85<sup>th</sup> Percentile - 0.66 spaces per unit.
- Assisted Living
  - Average - 0.41 spaces per unit.
  - 85<sup>th</sup> Percentile - 0.54 spaces per unit.
- Total Demand
  - Average – 112 parking spaces, resulting in a surplus of 191 parking spaces
  - 85<sup>th</sup> percentile – 132 parking spaces, resulting in a surplus of 171 parking spaces
- Retail
  - Average – 2.55 spaces per 1,000 square feet for a total of 18 parking spaces, resulting in a surplus of 59 parking spaces
  - 85<sup>th</sup> percentile – 3.16 spaces per 1,000 square feet for a total of 22 parking spaces, resulting in a surplus of 55 parking spaces

Based on the above, the proposed parking supply will be adequate in accommodating the parking needs for the proposed development based on Village of Hanover Park Village Code and rates published in the ITE *Parking Generation Manual*.

## 6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The development is well located with respect to the area roadway system.
- The development generated traffic will not have a significant impact on area roadways.
- The proposed development generated traffic is significantly less than the traffic projected to be generated by the previously approved uses on site.
- The proposed access and roadway system will be adequate in accommodating the development generated traffic and will ensure that an efficient and flexible access is provided.
- No geometric improvements or signal modifications will be required under future conditions at the intersection of Irving Park Road with Olde Salem Road.
- The proposed development will provide a sufficient number of parking spaces to accommodate the parking needs for the senior housing and retail components of the development.

# **Appendix**

- Traffic Count Summary Sheets**
- Site Plan**
- Level of Service Criteria**
- Capacity Analysis Summary Sheets**

# **Traffic Count Summary Sheets**



Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
 Rosemont, Illinois, United States 60018  
 (847)518-9990

Count Name: Irving Park Road with Olde Salem Road  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 1

### Turning Movement Data

Start Time	Irving Park Road Eastbound					Irving Park Road Westbound					Olde Salem Road Southbound					Int. Total
	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:00 AM	0	5	452	0	457	0	177	3	0	180	0	46	12	0	58	695
7:15 AM	0	5	465	0	470	0	191	2	0	193	0	36	9	0	45	708
7:30 AM	0	6	472	0	478	0	212	1	0	213	0	34	9	0	43	734
7:45 AM	0	2	463	0	465	0	185	2	0	187	0	35	13	0	48	700
Hourly Total	0	18	1852	0	1870	0	765	8	0	773	0	151	43	0	194	2837
8:00 AM	0	7	373	0	380	0	191	0	0	191	0	23	6	0	29	600
8:15 AM	0	8	358	0	366	0	197	1	0	198	0	34	11	0	45	609
8:30 AM	0	12	338	0	350	0	234	4	0	238	0	35	12	0	47	635
8:45 AM	0	5	283	0	288	0	228	4	0	232	0	15	7	0	22	542
Hourly Total	0	32	1352	0	1384	0	850	9	0	859	0	107	36	0	143	2386
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	20	257	0	277	0	475	4	0	479	0	12	10	1	22	778
4:15 PM	0	20	266	0	286	0	513	8	0	521	0	14	15	0	29	836
4:30 PM	0	19	254	0	273	0	552	8	0	560	0	14	11	1	25	858
4:45 PM	0	21	269	0	290	0	557	4	0	561	0	6	8	0	14	865
Hourly Total	0	80	1046	0	1126	0	2097	24	0	2121	0	46	44	2	90	3337
5:00 PM	0	12	243	0	255	0	501	10	0	511	0	26	11	0	37	803
5:15 PM	0	26	300	0	326	0	543	10	0	553	0	16	9	0	25	904
5:30 PM	0	14	240	0	254	0	508	8	0	516	0	16	14	0	30	800
5:45 PM	0	20	243	0	263	0	470	7	0	477	0	17	9	0	26	766
Hourly Total	0	72	1026	0	1098	0	2022	35	0	2057	0	75	43	0	118	3273
Grand Total	0	202	5276	0	5478	0	5734	76	0	5810	0	379	166	2	545	11833
Approach %	0.0	3.7	96.3	-	-	0.0	98.7	1.3	-	-	0.0	69.5	30.5	-	-	-
Total %	0.0	1.7	44.6	-	46.3	0.0	48.5	0.6	-	49.1	0.0	3.2	1.4	-	4.6	-
Lights	0	197	5162	-	5359	0	5617	73	-	5690	0	374	160	-	534	11583
% Lights	-	97.5	97.8	-	97.8	-	98.0	96.1	-	97.9	-	98.7	96.4	-	98.0	97.9
Buses	0	3	26	-	29	0	24	2	-	26	0	5	3	-	8	63
% Buses	-	1.5	0.5	-	0.5	-	0.4	2.6	-	0.4	-	1.3	1.8	-	1.5	0.5
Single-Unit Trucks	0	2	55	-	57	0	60	1	-	61	0	0	3	-	3	121
% Single-Unit Trucks	-	1.0	1.0	-	1.0	-	1.0	1.3	-	1.0	-	0.0	1.8	-	0.6	1.0
Articulated Trucks	0	0	33	-	33	0	33	0	-	33	0	0	0	-	0	66
% Articulated Trucks	-	0.0	0.6	-	0.6	-	0.6	0.0	-	0.6	-	0.0	0.0	-	0.0	0.6
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-





Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
 Rosemont, Illinois, United States 60018  
 (847)518-9990

Count Name: Irving Park Road with Olde Salem  
 Road  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 5

### Turning Movement Peak Hour Data (4:30 PM)

Start Time	Irving Park Road Eastbound					Irving Park Road Westbound					Olde Salem Road Southbound					Int. Total
	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
4:30 PM	0	19	254	0	273	0	552	8	0	560	0	14	11	1	25	858
4:45 PM	0	21	269	0	290	0	557	4	0	561	0	6	8	0	14	865
5:00 PM	0	12	243	0	255	0	501	10	0	511	0	26	11	0	37	803
5:15 PM	0	26	300	0	326	0	543	10	0	553	0	16	9	0	25	904
Total	0	78	1066	0	1144	0	2153	32	0	2185	0	62	39	1	101	3430
Approach %	0.0	6.8	93.2	-	-	0.0	98.5	1.5	-	-	0.0	61.4	38.6	-	-	-
Total %	0.0	2.3	31.1	-	33.4	0.0	62.8	0.9	-	63.7	0.0	1.8	1.1	-	2.9	-
PHF	0.000	0.750	0.888	-	0.877	0.000	0.966	0.800	-	0.974	0.000	0.596	0.886	-	0.682	0.949
Lights	0	78	1045	-	1123	0	2135	32	-	2167	0	62	39	-	101	3391
% Lights	-	100.0	98.0	-	98.2	-	99.2	100.0	-	99.2	-	100.0	100.0	-	100.0	98.9
Buses	0	0	1	-	1	0	0	0	-	0	0	0	0	-	0	1
% Buses	-	0.0	0.1	-	0.1	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Single-Unit Trucks	0	0	15	-	15	0	11	0	-	11	0	0	0	-	0	26
% Single-Unit Trucks	-	0.0	1.4	-	1.3	-	0.5	0.0	-	0.5	-	0.0	0.0	-	0.0	0.8
Articulated Trucks	0	0	5	-	5	0	7	0	-	7	0	0	0	-	0	12
% Articulated Trucks	-	0.0	0.5	-	0.4	-	0.3	0.0	-	0.3	-	0.0	0.0	-	0.0	0.3
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
 Rosemont, Illinois, United States 60018  
 (847)518-9990

Count Name: Irving Park Road with Olde Salem Circle  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 1

### Turning Movement Data

Start Time	Irving Park Road Eastbound					Irving Park Road Westbound					Olde Salem Circle Southbound					Int. Total
	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:00 AM	0	1	519	0	520	0	181	3	0	184	0	2	0	0	2	706
7:15 AM	0	1	510	0	511	0	196	1	0	197	0	3	0	0	3	711
7:30 AM	0	0	517	0	517	0	229	3	0	232	0	2	1	0	3	752
7:45 AM	0	1	502	0	503	0	182	5	0	187	0	1	1	0	2	692
Hourly Total	0	3	2048	0	2051	0	788	12	0	800	0	8	2	0	10	2861
8:00 AM	0	2	407	0	409	0	197	3	0	200	0	4	3	0	7	616
8:15 AM	0	0	389	0	389	0	208	5	0	213	0	0	0	0	0	602
8:30 AM	0	0	390	0	390	0	224	7	0	231	0	6	4	0	10	631
8:45 AM	0	1	309	0	310	0	232	4	0	236	0	4	1	0	5	551
Hourly Total	0	3	1495	0	1498	0	861	19	0	880	0	14	8	0	22	2400
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	4	261	0	265	0	496	13	0	509	0	1	4	0	5	779
4:15 PM	0	5	290	0	295	0	523	8	0	531	0	1	8	0	9	835
4:30 PM	0	2	271	0	273	0	598	16	0	614	0	3	3	1	6	893
4:45 PM	0	2	273	0	275	0	576	10	0	586	0	4	6	0	10	871
Hourly Total	0	13	1095	0	1108	0	2193	47	0	2240	0	9	21	1	30	3378
5:00 PM	0	6	271	0	277	0	536	11	0	547	0	3	6	0	9	833
5:15 PM	0	4	320	0	324	0	570	14	0	584	0	0	3	0	3	911
5:30 PM	0	7	255	0	262	0	513	15	0	528	0	6	4	0	10	800
5:45 PM	0	5	253	0	258	0	503	12	0	515	0	3	1	0	4	777
Hourly Total	0	22	1099	0	1121	0	2122	52	0	2174	0	12	14	0	26	3321
Grand Total	0	41	5737	0	5778	0	5964	130	0	6094	0	43	45	1	88	11960
Approach %	0.0	0.7	99.3	-	-	0.0	97.9	2.1	-	-	0.0	48.9	51.1	-	-	-
Total %	0.0	0.3	48.0	-	48.3	0.0	49.9	1.1	-	51.0	0.0	0.4	0.4	-	0.7	-
Lights	0	37	5625	-	5662	0	5842	125	-	5967	0	42	45	-	87	11716
% Lights	-	90.2	98.0	-	98.0	-	98.0	96.2	-	97.9	-	97.7	100.0	-	98.9	98.0
Buses	0	1	35	-	36	0	31	4	-	35	0	0	0	-	0	71
% Buses	-	2.4	0.6	-	0.6	-	0.5	3.1	-	0.6	-	0.0	0.0	-	0.0	0.6
Single-Unit Trucks	0	3	43	-	46	0	58	1	-	59	0	1	0	-	1	106
% Single-Unit Trucks	-	7.3	0.7	-	0.8	-	1.0	0.8	-	1.0	-	2.3	0.0	-	1.1	0.9
Articulated Trucks	0	0	34	-	34	0	33	0	-	33	0	0	0	-	0	67
% Articulated Trucks	-	0.0	0.6	-	0.6	-	0.6	0.0	-	0.5	-	0.0	0.0	-	0.0	0.6
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-





Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
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 (847)518-9990

Count Name: Irving Park Road with Olde Salem Circle  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 5

### Turning Movement Peak Hour Data (4:30 PM)

Start Time	Irving Park Road Eastbound					Irving Park Road Westbound					Olde Salem Circle Southbound					Int. Total
	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
4:30 PM	0	2	271	0	273	0	598	16	0	614	0	3	3	1	6	893
4:45 PM	0	2	273	0	275	0	576	10	0	586	0	4	6	0	10	871
5:00 PM	0	6	271	0	277	0	536	11	0	547	0	3	6	0	9	833
5:15 PM	0	4	320	0	324	0	570	14	0	584	0	0	3	0	3	911
Total	0	14	1135	0	1149	0	2280	51	0	2331	0	10	18	1	28	3508
Approach %	0.0	1.2	98.8	-	-	0.0	97.8	2.2	-	-	0.0	35.7	64.3	-	-	-
Total %	0.0	0.4	32.4	-	32.8	0.0	65.0	1.5	-	66.4	0.0	0.3	0.5	-	0.8	-
PHF	0.000	0.583	0.887	-	0.887	0.000	0.953	0.797	-	0.949	0.000	0.625	0.750	-	0.700	0.963
Lights	0	13	1115	-	1128	0	2264	51	-	2315	0	10	18	-	28	3471
% Lights	-	92.9	98.2	-	98.2	-	99.3	100.0	-	99.3	-	100.0	100.0	-	100.0	98.9
Buses	0	0	1	-	1	0	0	0	-	0	0	0	0	-	0	1
% Buses	-	0.0	0.1	-	0.1	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Single-Unit Trucks	0	1	14	-	15	0	9	0	-	9	0	0	0	-	0	24
% Single-Unit Trucks	-	7.1	1.2	-	1.3	-	0.4	0.0	-	0.4	-	0.0	0.0	-	0.0	0.7
Articulated Trucks	0	0	5	-	5	0	7	0	-	7	0	0	0	-	0	12
% Articulated Trucks	-	0.0	0.4	-	0.4	-	0.3	0.0	-	0.3	-	0.0	0.0	-	0.0	0.3
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
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 (847)518-9990

Count Name: Olde Salem Road with Princeton  
 Circle Drive  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 1

### Turning Movement Data

Start Time	Princeton Circle Drive Eastbound					Olde Salem Road Northbound					Olde Salem Road Southbound					Int. Total
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	
7:00 AM	0	0	31	0	31	0	2	5	0	7	0	31	2	0	33	71
7:15 AM	0	3	24	0	27	0	1	6	0	7	0	15	4	0	19	53
7:30 AM	0	1	27	0	28	0	0	7	0	7	0	18	1	0	19	54
7:45 AM	0	0	23	0	23	0	0	4	0	4	0	22	2	0	24	51
Hourly Total	0	4	105	0	109	0	3	22	0	25	0	86	9	0	95	229
8:00 AM	0	2	19	0	21	0	0	7	0	7	0	12	11	0	23	51
8:15 AM	0	17	27	0	44	0	2	7	0	9	0	14	30	0	44	97
8:30 AM	0	23	30	0	53	0	8	8	0	16	2	18	12	0	32	101
8:45 AM	0	1	9	0	10	1	1	7	0	9	0	12	3	0	15	34
Hourly Total	0	43	85	0	128	1	11	29	0	41	2	56	56	0	114	283
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	10	8	0	18	0	8	16	1	24	0	12	2	0	14	56
4:15 PM	0	3	10	0	13	2	8	17	0	27	0	19	5	0	24	64
4:30 PM	0	3	10	0	13	0	9	19	0	28	0	13	11	0	24	65
4:45 PM	0	7	4	0	11	0	8	17	0	25	0	13	4	0	17	53
Hourly Total	0	23	32	0	55	2	33	69	1	104	0	57	22	0	79	238
5:00 PM	0	8	18	0	26	0	3	18	0	21	0	18	9	0	27	74
5:15 PM	0	8	9	0	17	1	11	25	0	37	1	14	7	0	22	76
5:30 PM	0	8	9	0	17	1	9	12	0	22	0	20	6	0	26	65
5:45 PM	0	10	11	0	21	2	5	20	0	27	0	17	9	0	26	74
Hourly Total	0	34	47	0	81	4	28	75	0	107	1	69	31	0	101	289
Grand Total	0	104	269	0	373	7	75	195	1	277	3	268	118	0	389	1039
Approach %	0.0	27.9	72.1	-	-	2.5	27.1	70.4	-	-	0.8	68.9	30.3	-	-	-
Total %	0.0	10.0	25.9	-	35.9	0.7	7.2	18.8	-	26.7	0.3	25.8	11.4	-	37.4	-
Lights	0	103	266	-	369	6	72	189	-	267	3	260	112	-	375	1011
% Lights	-	99.0	98.9	-	98.9	85.7	96.0	96.9	-	96.4	100.0	97.0	94.9	-	96.4	97.3
Buses	0	0	2	-	2	0	1	4	-	5	0	6	5	-	11	18
% Buses	-	0.0	0.7	-	0.5	0.0	1.3	2.1	-	1.8	0.0	2.2	4.2	-	2.8	1.7
Single-Unit Trucks	0	1	1	-	2	1	2	2	-	5	0	2	1	-	3	10
% Single-Unit Trucks	-	1.0	0.4	-	0.5	14.3	2.7	1.0	-	1.8	0.0	0.7	0.8	-	0.8	1.0
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	1	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-







Kenig Lindgren O'Hara Aboona, Inc.  
 9575 W. Higgins Rd., Suite 400  
 Rosemont, Illinois, United States 60018  
 (847)518-9990

Count Name: Old Salem Circle with Wilson  
 Street  
 Site Code:  
 Start Date: 03/03/2016  
 Page No: 1

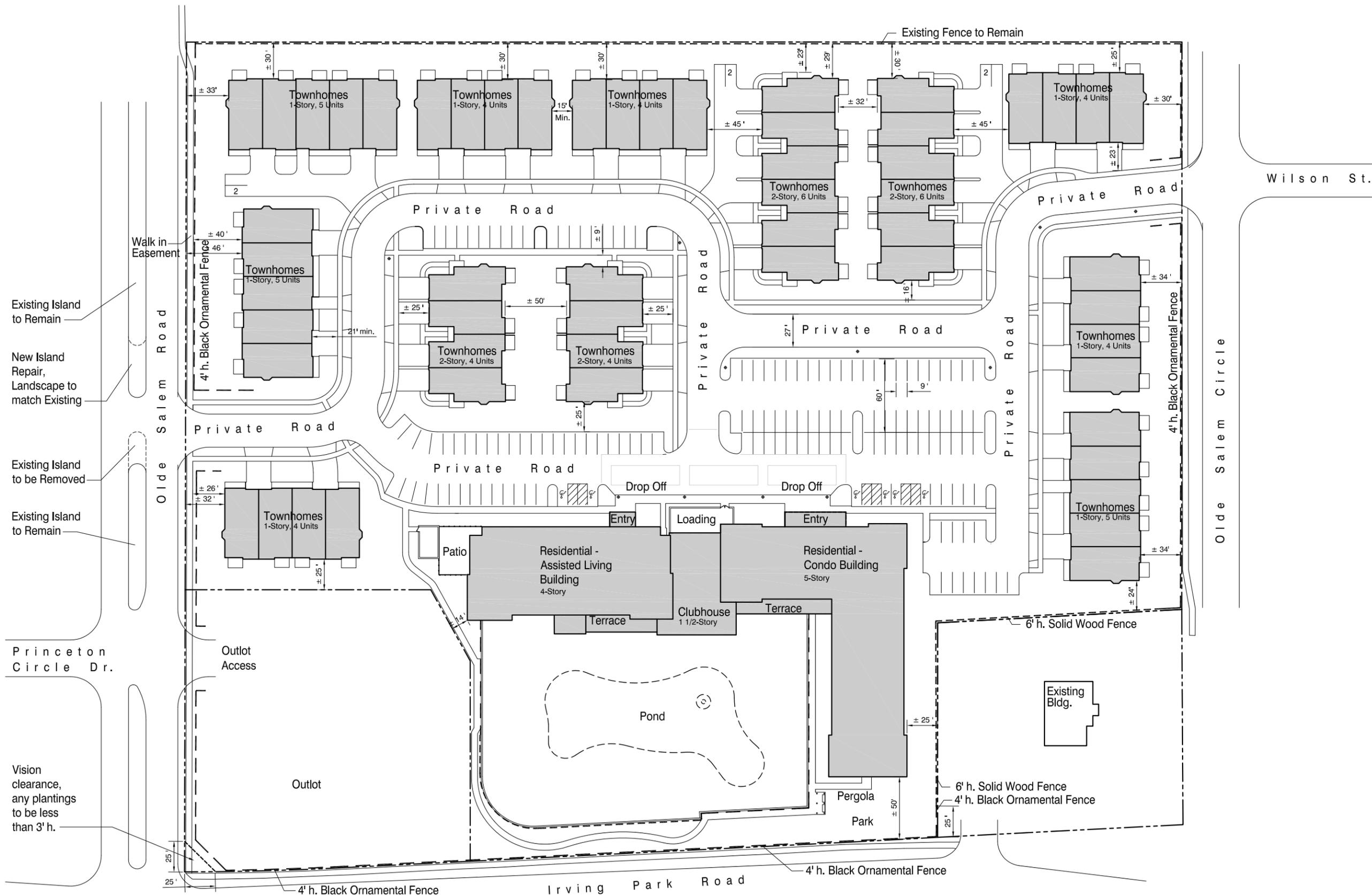
### Turning Movement Data

Start Time	Wilson Street Westbound					Old Salem Circle Northbound					Olde Salem Circle Southbound					Int. Total
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	
7:00 AM	0	0	1	0	1	0	1	2	0	3	0	0	2	0	2	6
7:15 AM	0	2	1	0	3	0	1	1	0	2	0	0	0	0	0	5
7:30 AM	0	1	1	0	2	0	2	1	0	3	0	0	2	0	2	7
7:45 AM	0	0	0	0	0	0	3	0	0	3	0	0	1	0	1	4
Hourly Total	0	3	3	0	6	0	7	4	0	11	0	0	5	0	5	22
8:00 AM	0	2	1	0	3	1	2	1	0	4	0	1	4	1	5	12
8:15 AM	0	0	0	2	0	0	4	1	0	5	0	0	1	1	1	6
8:30 AM	0	5	0	0	5	0	4	2	0	6	0	0	3	0	3	14
8:45 AM	0	1	0	0	1	0	3	0	0	3	0	0	3	0	3	7
Hourly Total	0	8	1	2	9	1	13	4	0	18	0	1	11	2	12	39
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	0	0	0	0	0	9	2	0	11	0	1	2	0	3	14
4:15 PM	0	0	0	0	0	0	7	2	0	9	0	0	0	0	0	9
4:30 PM	0	0	2	0	2	0	10	2	0	12	0	0	3	0	3	17
4:45 PM	0	1	0	0	1	0	7	1	0	8	0	0	0	0	0	9
Hourly Total	0	1	2	0	3	0	33	7	0	40	0	1	5	0	6	49
5:00 PM	0	2	1	0	3	0	8	2	0	10	0	0	0	0	0	13
5:15 PM	0	0	0	0	0	0	14	1	0	15	0	0	0	0	0	15
5:30 PM	0	1	1	1	2	0	13	2	0	15	0	2	1	0	3	20
5:45 PM	0	0	1	0	1	0	11	2	0	13	0	0	2	0	2	16
Hourly Total	0	3	3	1	6	0	46	7	0	53	0	2	3	0	5	64
Grand Total	0	15	9	3	24	1	99	22	0	122	0	4	24	2	28	174
Approach %	0.0	62.5	37.5	-	-	0.8	81.1	18.0	-	-	0.0	14.3	85.7	-	-	-
Total %	0.0	8.6	5.2	-	13.8	0.6	56.9	12.6	-	70.1	0.0	2.3	13.8	-	16.1	-
Lights	0	15	7	-	22	1	95	20	-	116	0	4	24	-	28	166
% Lights	-	100.0	77.8	-	91.7	100.0	96.0	90.9	-	95.1	-	100.0	100.0	-	100.0	95.4
Buses	0	0	2	-	2	0	3	1	-	4	0	0	0	-	0	6
% Buses	-	0.0	22.2	-	8.3	0.0	3.0	4.5	-	3.3	-	0.0	0.0	-	0.0	3.4
Single-Unit Trucks	0	0	0	-	0	0	1	1	-	2	0	0	0	-	0	2
% Single-Unit Trucks	-	0.0	0.0	-	0.0	0.0	1.0	4.5	-	1.6	-	0.0	0.0	-	0.0	1.1
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	3	-	-	-	-	0	-	-	-	-	2	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-





# **Site Plan**

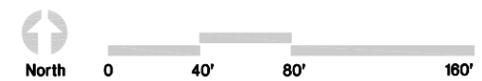


Residential Parking - Provided	303
Townhomes	156
1 & 2 car garages	75
1 & 2 car aprons on-grade	75
Multi-Family Building (on-grade)	6
	147



# Site Plan

## Exhibit 2



# **Level of Service Criteria**

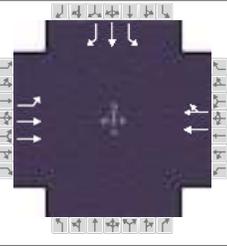
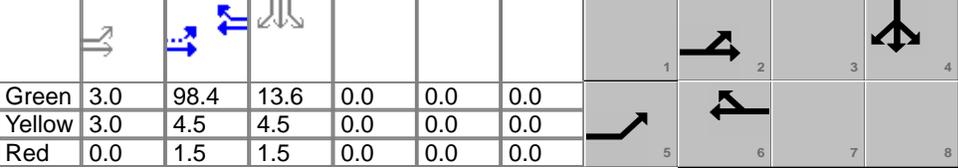
**LEVEL OF SERVICE CRITERIA**

<b>Signalized Intersections</b>		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor and the cycle length is long. Most cycles fail to clear the queue.	>80.0
<b>Unsignalized Intersections</b>		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	

Source: *Highway Capacity Manual*, 2010.

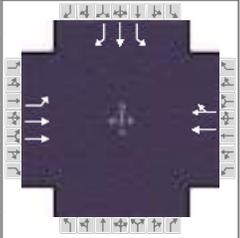
# **Capacity Analysis Summary Sheets**

## HCS 2010 Signalized Intersection Input Data

General Information						Intersection Information									
Agency	KLOA, Inc.					Duration, h	0.25								
Analyst	BSM		Analysis Date	Mar 24, 2016		Area Type	Other								
Jurisdiction	IDOT		Time Period	AM Peak Hour		PHF	0.97								
Urban Street	Irving Park Road		Analysis Year	2016		Analysis Period	1 > 7:00								
Intersection	Irving Park Road with Ol...		File Name	AMEX.xus											
Project Description	AM Existing Peak Hour														
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				18	1852			765	8				151	0	43
Signal Information															
Cycle, s	130.0	Reference Phase	2	Green	3.0	98.4	13.6	0.0	0.0	0.0					
Offset, s	0	Reference Point	Begin	Yellow	3.0	4.5	4.5	0.0	0.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On	Red	0.0	1.5	1.5	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On												
Traffic Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				18	1852			765	8				151	0	43
Initial Queue (Q <sub>b</sub> ), veh/h				0	0			0	0				0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h				1900	2000			1900	1900				1900	1900	1900
Parking (N <sub>m</sub> ), man/h				None			None						None		
Heavy Vehicles (P <sub>HV</sub> ), %				11	1			4					1	0	2
Ped / Bike / RTOR, /h				0	0		0	0	0				0	0	0
Buses (N <sub>b</sub> ), buses/h				0	0			0	0				0	0	0
Arrival Type (AT)				3	4			4	3				3	3	3
Upstream Filtering (I)				1.00	1.00			1.00	1.00				1.00	1.00	1.00
Lane Width (W), ft				12.0	12.0			12.0					12.0	12.0	12.0
Turn Bay Length, ft				120	0			0					0	0	0
Grade (P <sub>g</sub> ), %					0			0			0			0	
Speed Limit, mi/h				35	35			35	35				20	20	20
Phase Information				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Maximum Green (G <sub>max</sub> ) or Phase Split, s				13.0	105.0		92.0				25.0				
Yellow Change Interval (Y), s				3.0	4.5		4.5				4.5				
Red Clearance Interval (R <sub>c</sub> ), s				0.0	1.5		1.5				1.5				
Minimum Green (G <sub>min</sub> ), s				3	15		15				6	8			
Start-Up Lost Time (I <sub>t</sub> ), s				2.0	2.0		2.0				2.0	2.0			
Extension of Effective Green (e), s				2.0	2.0		2.0				2.0	2.0			
Passage (PT), s				3.0	7.0		7.0				2.0	4.0			
Recall Mode				Off	Min		Min				Off	Off			
Dual Entry				Yes	Yes		Yes				No	Yes			
Walk (Walk), s				0.0	0.0		0.0				0.0	0.0			
Pedestrian Clearance Time (PC), s				0.0	0.0		0.0				0.0	0.0			
Multimodal Information				EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius				0	No	25	0	No	25				0	No	25
Walkway / Crosswalk Width / Length, ft				9.0	12	0	9.0	12	0				9.0	12	0
Street Width / Island / Curb				0	0	No	0	0	No				0	0	No
Width Outside / Bike Lane / Shoulder, ft				12	5.0	2.0	12	5.0	2.0				12	5.0	2.0
Pedestrian Signal / Occupied Parking				No	0.50		No	0.50					No	0.50	

# HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	AM Peak Hour	PHF	0.97
Urban Street	Irving Park Road	Analysis Year	2016	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	AMEX.xus		
Project Description	AM Existing Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	18	1852			765	8				151	0	43

Signal Information													
Cycle, s	130.0	Reference Phase	2										
Offset, s	0	Reference Point	Begin										
Uncoordinated	No	Simult. Gap E/W	On	Green	3.0	98.4	13.6	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0			
				Red	0.0	1.5	1.5	0.0	0.0	0.0			

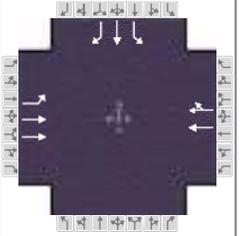
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6				4
Case Number	1.0	4.0		8.3				9.0
Phase Duration, s	6.0	110.4		104.4				19.6
Change Period, ( Y+R <sub>c</sub> ), s	3.0	6.0		6.0				6.0
Max Allow Headway ( MAH ), s	4.0	0.0		0.0				5.3
Queue Clearance Time ( g <sub>s</sub> ), s	2.3							13.1
Green Extension Time ( g <sub>e</sub> ), s	0.0	0.0		0.0				0.5
Phase Call Probability	1.00							1.00
Max Out Probability	0.00							0.73

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2			6	16				7	4	14
Adjusted Flow Rate ( v ), veh/h	19	1909			399	398				156	0	44
Adjusted Saturation Flow Rate ( s ), veh/h/ln	1630	1885			1827	1820				1792	1900	1579
Queue Service Time ( g <sub>s</sub> ), s	0.3	0.0			12.3	0.2				11.1	0.0	3.4
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	0.3	0.0			12.3	0.2				11.1	0.0	3.4
Green Ratio ( g/C )	0.80	0.80			0.76	0.76				0.10	0.10	0.10
Capacity ( c ), veh/h	506	3029			1383	1378				187	198	165
Volume-to-Capacity Ratio ( X )	0.037	0.630			0.289	0.289				0.833	0.000	0.269
Back of Queue ( Q ), ft/ln ( 95 th percentile )	4.1	19.2			9.2	11.2				272.1	0	63.9
Back of Queue ( Q ), veh/ln ( 95 th percentile )	0.1	0.8			0.4	0.4				10.0	0.0	2.6
Queue Storage Ratio ( RQ ) ( 95 th percentile )	0.03	0.00			0.00	0.00				0.00	0.00	0.00
Uniform Delay ( d <sub>1</sub> ), s/veh	3.6	0.0			0.0	0.1				57.1	0.0	53.7
Incremental Delay ( d <sub>2</sub> ), s/veh	0.0	1.0			0.5	0.5				17.2	0.0	1.2
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0			0.0	0.0				0.0	0.0	0.0
Control Delay ( d ), s/veh	3.6	1.0			0.5	0.6				74.3	0.0	54.9
Level of Service ( LOS )	A	A			A	A				E		D
Approach Delay, s/veh / LOS	1.0	A		0.6	A		0.0			70.0		E
Intersection Delay, s/veh / LOS	5.6						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.8	A	2.4	B	2.8	C	2.9	C
Bicycle LOS Score / LOS	2.1	B	1.1	A			0.8	A

## HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	AM Peak Hour	PHF	0.97
Urban Street	Irving Park Road	Analysis Year	2016	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	AMEX.xus		
Project Description	AM Existing Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( $v$ ), veh/h	18	1852			765	8				151	0	43

Signal Information				Signal Phases									
Cycle, s	130.0	Reference Phase	2	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Offset, s	0	Reference Point	Begin	Green	3.0	98.4	13.6	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Heavy Vehicle Adjustment Factor ( $f_{HV}$ )	0.901	0.990	1.000	1.000	0.962	1.000				0.990	1.000	0.980
Approach Grade Adjustment Factor ( $f_g$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	0.952	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.952	0.000			1.000						0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		1.000			0.996						0.000	
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000						1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000						1.000
Movement Saturation Flow Rate ( $s$ ), veh/h	1630	3865			3609						1900	
Proportion of Vehicles Arriving on Green ( $P$ )	0.02	1.00	0.00	0.00	1.00	0.76	0.00	0.00	0.00	0.10	0.00	0.10
Incremental Delay Factor ( $k$ )	0.11	0.50			0.50	0.50				0.22		0.15

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )	3.0	6.0		6.0				4.0
Green Ratio ( $g/C$ )	0.80	0.80		0.76				0.10
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln	624	0		239				1792
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln				0				
Permitted Effective Green Time ( $g_p$ ), s	100.4	0.0		0.0				0.0
Permitted Service Time ( $g_u$ ), s	86.1	0.0		0.0				0.0
Permitted Queue Service Time ( $g_{ps}$ ), s	0.4							
Time to First Blockage ( $g_t$ ), s	0.0	0.0		98.4				0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								0
Protected Right Effective Green Time ( $g_R$ ), s								0.0

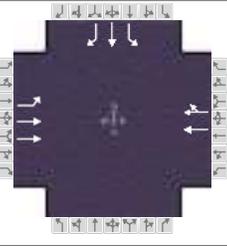
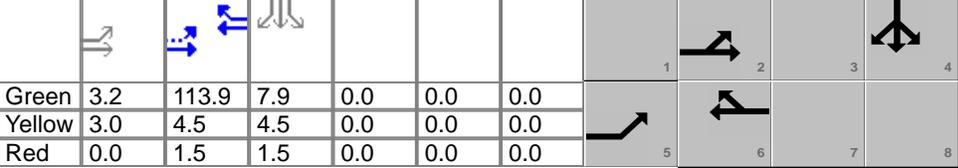
Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.00	1.710	0.00	1.983	0.00	2.107	0.00				
Pedestrian $F_s / F_{delay}$	0.000	0.037	0.000	0.054	0.000	0.170	0.000	0.172				
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	1606.81	2.51	1514.50	3.83	-76.92	70.10		72.19				
Bicycle $F_w / F_v$	-3.64	1.59	-3.64	0.66	-3.64		-3.64	0.33				

--- **Messages** ---

No errors or warnings exist.

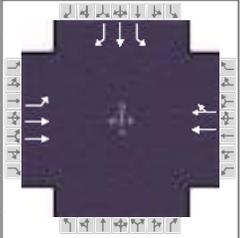
--- **Comments** ---

## HCS 2010 Signalized Intersection Input Data

General Information					Intersection Information											
Agency	KLOA, Inc.				Duration, h	0.25										
Analyst	BSM		Analysis Date	Mar 24, 2016		Area Type	Other									
Jurisdiction	IDOT		Time Period	PM Peak Hour		PHF	0.95									
Urban Street	Irving Park Road		Analysis Year	2016		Analysis Period	1 > 7:00									
Intersection	Irving Park Road with Ol...		File Name	PMEX.xus												
Project Description	PM Existing Peak Hour															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h					79	1066			2153	32				62	0	39
Signal Information																
Cycle, s	140.0	Reference Phase	2		Green	3.2	113.9	7.9	0.0	0.0	0.0					
Offset, s	0	Reference Point	Begin		Yellow	3.0	4.5	4.5	0.0	0.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On		Red	0.0	1.5	1.5	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On													
Traffic Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h					79	1066			2153	32				62	0	39
Initial Queue ( Q <sub>b</sub> ), veh/h					0	0			0	0				0	0	0
Base Saturation Flow Rate ( s <sub>0</sub> ), veh/h					1900	2000			1900	1900				1900	1900	1900
Parking ( N <sub>m</sub> ), man/h						None			None					None		
Heavy Vehicles ( P <sub>HV</sub> ), %					0	2			1				0	0	0	
Ped / Bike / RTOR, /h					0	0		0	0	0			0	0	0	
Buses ( N <sub>b</sub> ), buses/h					0	0			0	0			0	0	0	
Arrival Type ( AT )					3	4			4	3			3	3	3	
Upstream Filtering ( I )					1.00	1.00			1.00	1.00			1.00	1.00	1.00	
Lane Width ( W ), ft					12.0	12.0			12.0				12.0	12.0	12.0	
Turn Bay Length, ft					120	0			0				0	0	0	
Grade ( P <sub>g</sub> ), %						0			0		0		0			
Speed Limit, mi/h					35	35			35	35			20	20	20	
Phase Information					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Maximum Green ( G <sub>max</sub> ) or Phase Split, s					14.0	116.0		102.0				24.0				
Yellow Change Interval ( Y ), s					3.0	4.5		4.5			4.5					
Red Clearance Interval ( R <sub>c</sub> ), s					0.0	1.5		1.5			1.5					
Minimum Green ( G <sub>min</sub> ), s					3	15		15			6	8				
Start-Up Lost Time ( I <sub>t</sub> ), s					2.0	2.0		2.0			2.0	2.0				
Extension of Effective Green ( e ), s					2.0	2.0		2.0			2.0	2.0				
Passage ( P <sub>T</sub> ), s					3.0	7.0		7.0			2.0	4.0				
Recall Mode					Off	Min		Min			Off	Off				
Dual Entry					Yes	Yes		Yes			No	Yes				
Walk ( Walk ), s					0.0	0.0		0.0			0.0	0.0				
Pedestrian Clearance Time ( P <sub>C</sub> ), s					0.0	0.0		0.0			0.0	0.0				
Multimodal Information					EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius					0	No	25	0	No	25				0	No	25
Walkway / Crosswalk Width / Length, ft					9.0	12	0	9.0	12	0				9.0	12	0
Street Width / Island / Curb					0	0	No	0	0	No				0	0	No
Width Outside / Bike Lane / Shoulder, ft					12	5.0	2.0	12	5.0	2.0				12	5.0	2.0
Pedestrian Signal / Occupied Parking					No	0.50		No	0.50				No	0.50		

# HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	PM Peak Hour	PHF	0.95
Urban Street	Irving Park Road	Analysis Year	2016	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	PMEX.xus		
Project Description	PM Existing Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	79	1066			2153	32				62	0	39

Signal Information				Signal Phases									
Cycle, s	140.0	Reference Phase	2										
Offset, s	0	Reference Point	Begin	Green	3.2	113.9	7.9	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

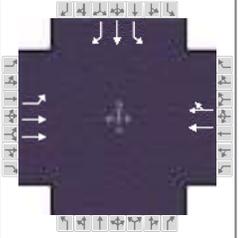
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6				4
Case Number	1.0	4.0		8.3				9.0
Phase Duration, s	6.2	126.1		119.9				13.9
Change Period, ( Y+R <sub>c</sub> ), s	3.0	6.0		6.0				6.0
Max Allow Headway ( MAH ), s	4.0	0.0		0.0				5.3
Queue Clearance Time ( g <sub>s</sub> ), s	3.0							6.9
Green Extension Time ( g <sub>e</sub> ), s	0.2	0.0		0.0				0.3
Phase Call Probability	1.00							0.98
Max Out Probability	0.00							0.02

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2			6	16				7	4	14
Adjusted Flow Rate ( v ), veh/h	83	1122			1150	1150				65	0	41
Adjusted Saturation Flow Rate ( s ), veh/h/ln	1810	1867			1881	1871				1810	1900	1610
Queue Service Time ( g <sub>s</sub> ), s	1.0	0.0			69.7	1.9				4.9	0.0	3.5
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	1.0	0.0			69.7	1.9				4.9	0.0	3.5
Green Ratio ( g/C )	0.85	0.86			0.81	0.81				0.06	0.06	0.06
Capacity ( c ), veh/h	144	3203			1531	1523				102	107	91
Volume-to-Capacity Ratio ( X )	0.577	0.350			0.751	0.755				0.641	0.000	0.453
Back of Queue ( Q ), ft/ln ( 95 th percentile )	115.4	6.2			66.9	73.6				116.1	0	70.5
Back of Queue ( Q ), veh/ln ( 95 th percentile )	4.6	0.2			2.6	2.9				4.6	0.0	2.8
Queue Storage Ratio ( RQ ) ( 95 th percentile )	0.96	0.00			0.00	0.00				0.00	0.00	0.00
Uniform Delay ( d <sub>1</sub> ), s/veh	35.9	0.0			0.0	0.1				64.7	0.0	64.0
Incremental Delay ( d <sub>2</sub> ), s/veh	3.6	0.3			3.4	3.5				9.2	0.0	5.0
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0			0.0	0.0				0.0	0.0	0.0
Control Delay ( d ), s/veh	39.6	0.3			3.4	3.6				73.9	0.0	69.0
Level of Service ( LOS )	D	A			A	A				E		E
Approach Delay, s/veh / LOS	3.0		A	3.5		A	0.0			72.0		E
Intersection Delay, s/veh / LOS	5.4						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.8	A	2.3	B	2.8	C	2.9	C
Bicycle LOS Score / LOS	1.5	A	2.4	B			0.7	A

## HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	PM Peak Hour	PHF	0.95
Urban Street	Irving Park Road	Analysis Year	2016	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	PMEX.xus		
Project Description	PM Existing Peak Hour				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	79	1066			2153	32				62	0	39

Signal Information				Signal Phases									
Cycle, s	140.0	Reference Phase	2	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Offset, s	0	Reference Point	Begin	Green	3.2	113.9	7.9	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Heavy Vehicle Adjustment Factor ( $f_{HV}$ )	1.000	0.980	1.000	1.000	0.990	1.000				1.000	1.000	1.000
Approach Grade Adjustment Factor ( $f_g$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	0.952	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.952	0.000			1.000						0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		1.000			0.995						0.000	
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000						1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000						1.000
Movement Saturation Flow Rate (s), veh/h	1810	3827			3698						1900	
Proportion of Vehicles Arriving on Green (P)	0.02	1.00	0.00	0.00	1.00	0.81	0.00	0.00	0.00	0.06	0.00	0.06
Incremental Delay Factor (k)	0.11	0.50			0.50	0.50				0.15		0.15

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )	3.0	6.0		6.0				4.0
Green Ratio ( $g/C$ )	0.85	0.86		0.81				0.06
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln	163	0		510				1810
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln				0				
Permitted Effective Green Time ( $g_p$ ), s	115.9	0.0		0.0				0.0
Permitted Service Time ( $g_u$ ), s	44.3	0.0		0.0				0.0
Permitted Queue Service Time ( $g_{ps}$ ), s	44.3							
Time to First Blockage ( $g_t$ ), s	0.0	0.0		113.9				0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								0
Protected Right Effective Green Time ( $g_R$ ), s								0.0

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.00		1.710	0.00		1.983	0.00		2.107	0.00	
Pedestrian $F_s / F_{delay}$	0.000	0.014		0.000	0.036		0.000	0.173		0.000	0.174	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	1716.11	1.41		1627.67	2.43		-71.43	75.09				77.18
Bicycle $F_w / F_v$	-3.64	0.99		-3.64	1.90		-3.64			-3.64		0.18

--- **Messages** ---

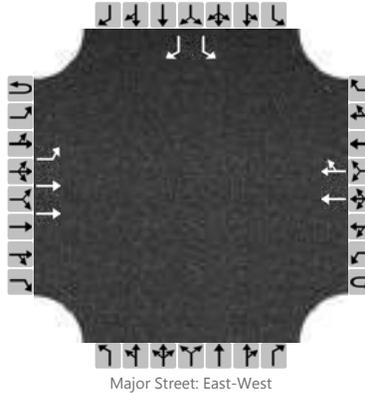
No errors or warnings exist.

--- **Comments** ---

# HCS 2010 Two-Way Stop Control Summary Report

General Information				Site Information			
Analyst	BSM			Intersection	Irving Park/Olde Salem		
Agency/Co.	KLOA, Inc.			Jurisdiction	IDOT		
Date Performed	3/24/2016			East/West Street	Irving Park Road		
Analysis Year	2016			North/South Street	Old Salem Circle		
Time Analyzed	AM Peak Hour			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	16-056						

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)		3	2048				788	12						8		2
Percent Heavy Vehicles		0												0		0
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

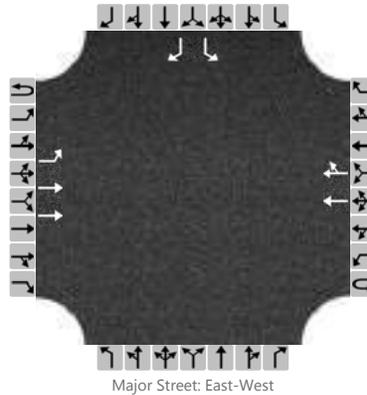
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		3												8		2	
Capacity		803												178		587	
v/c Ratio		0.00												0.05		0.00	
95% Queue Length		0.0												0.1		0.0	
Control Delay (s/veh)		9.5												26.2		11.2	
Level of Service (LOS)		A												D		B	
Approach Delay (s/veh)		0.0												23.2			
Approach LOS														C			

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Irving Park/Olde Salem
Agency/Co.	KLOA, Inc.	Jurisdiction	IDOT
Date Performed	3/24/2016	East/West Street	Irving Park Road
Analysis Year	2016	North/South Street	Old Salem Circle
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.96
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)		14	1135				2280	51						10		18
Percent Heavy Vehicles		7												0		0
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

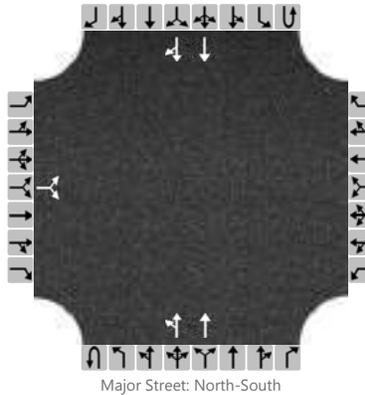
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		15												10		19	
Capacity		178												43		177	
v/c Ratio		0.08												0.23		0.11	
95% Queue Length		0.3												0.8		0.4	
Control Delay (s/veh)		27.1												111.2		27.8	
Level of Service (LOS)		D												F		D	
Approach Delay (s/veh)		0.3												56.6			
Approach LOS														F			

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Princeton
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Princeton Circle Drive
Analysis Year	2016	North/South Street	Olde Salem Road
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.81
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound				
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R	
Movement																	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	2	0	0	0	2	0	
Configuration			LR							LT	T				T	TR	
Volume (veh/h)		4		105						3	23					89	9
Percent Heavy Vehicles		0		1						33							
Proportion Time Blocked																	
Right Turn Channelized	No				No				No				No				
Median Type	Undivided																
Median Storage																	

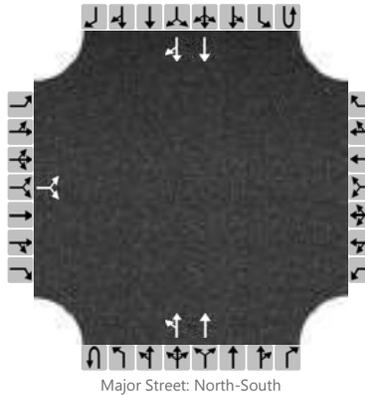
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			135							18							
Capacity			990							1265							
v/c Ratio			0.14							0.01							
95% Queue Length			0.5							0.0							
Control Delay (s/veh)			9.2							7.9							
Level of Service (LOS)			A							A							
Approach Delay (s/veh)	9.2								1.0								
Approach LOS	A																

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Princeton
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Princeton Circle Drive
Analysis Year	2016	North/South Street	Olde Salem Road
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.88
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	2	0	0	0	2	0
Configuration			LR							LT	T				T	TR
Volume (veh/h)		26		41						32	79				60	31
Percent Heavy Vehicles		0		0						0						
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

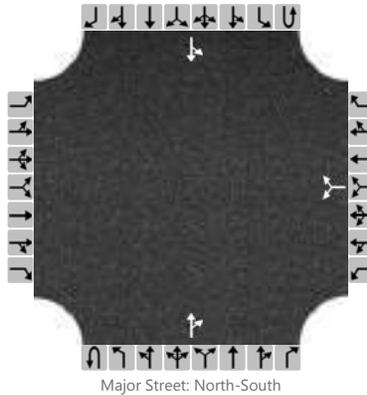
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			77								81					
Capacity			893								1502					
v/c Ratio			0.09								0.05					
95% Queue Length			0.3								0.1					
Control Delay (s/veh)			9.4								7.5					
Level of Service (LOS)			A								A					
Approach Delay (s/veh)	9.4								2.2							
Approach LOS	A															

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Wilson
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Wilson Street
Analysis Year	2016	North/South Street	Olde Salem Circle
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.79
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound				
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R	
Movement																	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0	
Configuration							LR					TR		LT			
Volume (veh/h)						3		3			7	4		0	5		
Percent Heavy Vehicles						0		33						0			
Proportion Time Blocked																	
Right Turn Channelized	No				No				No				No				
Median Type	Undivided																
Median Storage																	

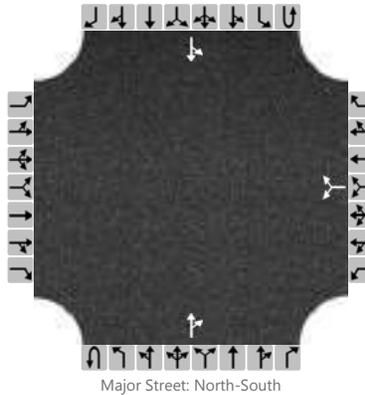
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)						8								6			
Capacity						995								1618			
v/c Ratio						0.01								0.00			
95% Queue Length						0.0											
Control Delay (s/veh)						8.6								7.2			
Level of Service (LOS)						A								A			
Approach Delay (s/veh)					8.6												
Approach LOS					A												

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Wilson
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Wilson Street
Analysis Year	2016	North/South Street	Olde Salem Circle
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.79
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



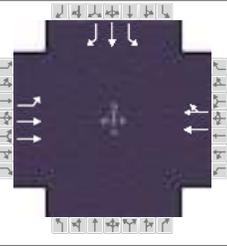
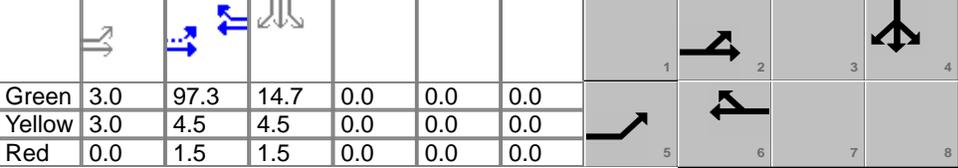
## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						3		3			39	6		0	3	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

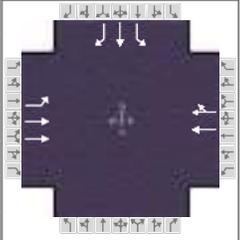
Flow Rate (veh/h)							8								4	
Capacity							987								1561	
v/c Ratio							0.01								0.00	
95% Queue Length							0.0									
Control Delay (s/veh)							8.7								7.3	
Level of Service (LOS)							A								A	
Approach Delay (s/veh)					8.7											
Approach LOS					A											

## HCS 2010 Signalized Intersection Input Data

General Information					Intersection Information											
Agency	KLOA, Inc.				Duration, h	0.25										
Analyst	BSM		Analysis Date	Mar 24, 2016		Area Type	Other									
Jurisdiction	IDOT		Time Period	AM Peak Hour		PHF	0.97									
Urban Street	Irving Park Road		Analysis Year	2022		Analysis Period	1 > 7:00									
Intersection	Irving Park Road with Ol...		File Name	AMPR.xus												
Project Description	AM Projected Peak Hour															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					23	964			814	16				167	0	51
Signal Information																
Cycle, s	130.0	Reference Phase	2		Green	3.0	97.3	14.7	0.0	0.0	0.0					
Offset, s	0	Reference Point	Begin		Yellow	3.0	4.5	4.5	0.0	0.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On		Red	0.0	1.5	1.5	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On													
Traffic Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					23	964			814	16				167	0	51
Initial Queue (Q <sub>b</sub> ), veh/h					0	0			0	0				0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h					1900	2000			1900	1900				1900	1900	1900
Parking (N <sub>m</sub> ), man/h					None			None						None		
Heavy Vehicles (P <sub>HV</sub> ), %					11	1			4					1	0	2
Ped / Bike / RTOR, /h					0	0		0	0	0				0	0	0
Buses (N <sub>b</sub> ), buses/h					0	0			0	0				0	0	0
Arrival Type (AT)					3	4			4	3				3	3	3
Upstream Filtering (I)					1.00	1.00			1.00	1.00				1.00	1.00	1.00
Lane Width (W), ft					12.0	12.0			12.0					12.0	12.0	12.0
Turn Bay Length, ft					120	0			0					0	0	0
Grade (P <sub>g</sub> ), %						0			0			0		0		
Speed Limit, mi/h					35	35			35	35				20	20	20
Phase Information					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Maximum Green (G <sub>max</sub> ) or Phase Split, s					13.0	105.0		92.0				25.0				
Yellow Change Interval (Y), s					3.0	4.5		4.5				4.5				
Red Clearance Interval (R <sub>c</sub> ), s					0.0	1.5		1.5				1.5				
Minimum Green (G <sub>min</sub> ), s					3	15		15			6	8				
Start-Up Lost Time (I <sub>t</sub> ), s					2.0	2.0		2.0			2.0	2.0				
Extension of Effective Green (e), s					2.0	2.0		2.0			2.0	2.0				
Passage (PT), s					3.0	7.0		7.0			2.0	4.0				
Recall Mode					Off	Min		Min			Off	Off				
Dual Entry					Yes	Yes		Yes			No	Yes				
Walk (Walk), s					0.0	0.0		0.0			0.0	0.0				
Pedestrian Clearance Time (PC), s					0.0	0.0		0.0			0.0	0.0				
Multimodal Information					EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius					0	No	25	0	No	25				0	No	25
Walkway / Crosswalk Width / Length, ft					9.0	12	0	9.0	12	0				9.0	12	0
Street Width / Island / Curb					0	0	No	0	0	No				0	0	No
Width Outside / Bike Lane / Shoulder, ft					12	5.0	2.0	12	5.0	2.0				12	5.0	2.0
Pedestrian Signal / Occupied Parking					No	0.50		No	0.50				No	0.50		

# HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	AM Peak Hour	PHF	0.97
Urban Street	Irving Park Road	Analysis Year	2022	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	AMPR.xus		
Project Description	AM Projected Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( $v$ ), veh/h	23	964			814	16				167	0	51

Signal Information				Phase Diagram								
Cycle, s	130.0	Reference Phase	2									
Offset, s	0	Reference Point	Begin									
Uncoordinated	No	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
Green	3.0	97.3	14.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

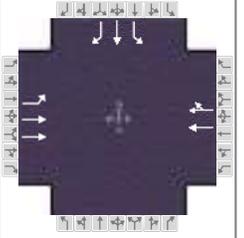
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6				4
Case Number	1.0	4.0		8.3				9.0
Phase Duration, s	6.0	109.3		103.3				20.7
Change Period, ( $Y+R_c$ ), s	3.0	6.0		6.0				6.0
Max Allow Headway ( $MAH$ ), s	4.0	0.0		0.0				5.3
Queue Clearance Time ( $g_s$ ), s	2.4							14.3
Green Extension Time ( $g_e$ ), s	0.0	0.0		0.0				0.5
Phase Call Probability	1.00							1.00
Max Out Probability	0.00							1.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2			6	16				7	4	14
Adjusted Flow Rate ( $v$ ), veh/h	24	994			429	426				172	0	53
Adjusted Saturation Flow Rate ( $s$ ), veh/h/ln	1630	1885			1827	1814				1792	1900	1579
Queue Service Time ( $g_s$ ), s	0.4	0.0			13.5	0.5				12.3	0.0	4.0
Cycle Queue Clearance Time ( $g_c$ ), s	0.4	0.0			13.5	0.5				12.3	0.0	4.0
Green Ratio ( $g/C$ )	0.79	0.79			0.75	0.75				0.11	0.11	0.11
Capacity ( $c$ ), veh/h	473	2995			1367	1358				203	215	179
Volume-to-Capacity Ratio ( $X$ )	0.050	0.332			0.314	0.314				0.848	0.000	0.294
Back of Queue ( $Q$ ), ft/ln ( 95 th percentile)	5.6	5.6			11.5	15.8				300.2	0	75.2
Back of Queue ( $Q$ ), veh/ln ( 95 th percentile)	0.2	0.2			0.5	0.6				11.0	0.0	3.0
Queue Storage Ratio ( $RQ$ ) ( 95 th percentile)	0.05	0.00			0.00	0.00				0.00	0.00	0.00
Uniform Delay ( $d_1$ ), s/veh	4.0	0.0			0.0	0.2				56.5	0.0	52.9
Incremental Delay ( $d_2$ ), s/veh	0.0	0.3			0.6	0.6				20.1	0.0	1.3
Initial Queue Delay ( $d_3$ ), s/veh	0.0	0.0			0.0	0.0				0.0	0.0	0.0
Control Delay ( $d$ ), s/veh	4.0	0.3			0.6	0.8				76.7	0.0	54.2
Level of Service (LOS)	A	A			A	A				E		D
Approach Delay, s/veh / LOS	0.4		A	0.7		A	0.0			71.4		E
Intersection Delay, s/veh / LOS	8.1						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.8	A	2.4	B	2.8	C	2.9	C
Bicycle LOS Score / LOS	1.3	A	1.2	A			0.9	A

## HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	AM Peak Hour	PHF	0.97
Urban Street	Irving Park Road	Analysis Year	2022	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	AMPR.xus		
Project Description	AM Projected Peak Hour				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	23	964			814	16				167	0	51

Signal Information				Signal Phases									
Cycle, s	130.0	Reference Phase	2	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Offset, s	0	Reference Point	Begin	Green	3.0	97.3	14.7	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Heavy Vehicle Adjustment Factor ( $f_{HV}$ )	0.901	0.990	1.000	1.000	0.962	1.000				0.990	1.000	0.980
Approach Grade Adjustment Factor ( $f_g$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	0.952	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.952	0.000			1.000						0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		1.000			0.993						0.000	
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000						1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000						1.000
Movement Saturation Flow Rate (s), veh/h	1630	3865			3571						1900	
Proportion of Vehicles Arriving on Green (P)	0.02	1.00	0.00	0.00	1.00	0.75	0.00	0.00	0.00	0.11	0.00	0.11
Incremental Delay Factor (k)	0.11	0.50			0.50	0.50				0.26		0.15

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )	3.0	6.0		6.0				4.0
Green Ratio ( $g/C$ )	0.79	0.79		0.75				0.11
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln	590	0		576				1792
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln				0				
Permitted Effective Green Time ( $g_p$ ), s	99.3	0.0		0.0				0.0
Permitted Service Time ( $g_u$ ), s	83.8	0.0		0.0				0.0
Permitted Queue Service Time ( $g_{ps}$ ), s	0.6							
Time to First Blockage ( $g_t$ ), s	0.0	0.0		97.3				0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								0
Protected Right Effective Green Time ( $g_R$ ), s								0.0

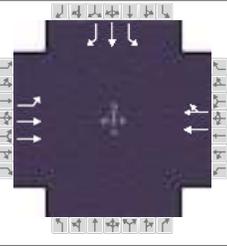
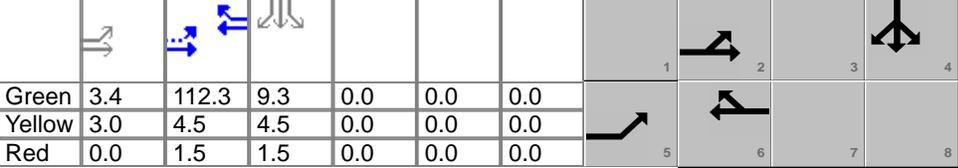
Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.00		1.710	0.00		1.983	0.00		2.107	0.00	
Pedestrian $F_s / F_{delay}$	0.000	0.041		0.000	0.057		0.000	0.170		0.000	0.172	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	1588.80	2.75		1496.49	4.12		-76.92	70.10				72.19
Bicycle $F_w / F_v$	-3.64	0.84		-3.64	0.71		-3.64			-3.64		0.37

--- **Messages** ---

No errors or warnings exist.

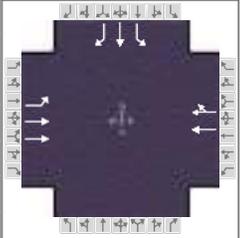
--- **Comments** ---

## HCS 2010 Signalized Intersection Input Data

General Information					Intersection Information											
Agency	KLOA, Inc.				Duration, h	0.25										
Analyst	BSM		Analysis Date	Mar 24, 2016		Area Type	Other									
Jurisdiction	IDOT		Time Period	PM Peak Hour		PHF	0.95									
Urban Street	Irving Park Road		Analysis Year	2022		Analysis Period	1 > 7:00									
Intersection	Irving Park Road with Ol...		File Name	PMPR.xus												
Project Description	PM Projected Peak Hour															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					86	1132			2286	48				86	0	57
Signal Information																
Cycle, s	140.0	Reference Phase	2		Green	3.4	112.3	9.3	0.0	0.0	0.0					
Offset, s	0	Reference Point	Begin		Yellow	3.0	4.5	4.5	0.0	0.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On		Red	0.0	1.5	1.5	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On													
Traffic Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					86	1132			2286	48				86	0	57
Initial Queue (Q <sub>b</sub> ), veh/h					0	0			0	0				0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h					1900	2000			1900	1900				1900	1900	1900
Parking (N <sub>m</sub> ), man/h					None			None						None		
Heavy Vehicles (P <sub>HV</sub> ), %					0	2			1					0	0	0
Ped / Bike / RTOR, /h					0	0		0	0	0				0	0	0
Buses (N <sub>b</sub> ), buses/h					0	0			0	0				0	0	0
Arrival Type (AT)					3	4			4	3				3	3	3
Upstream Filtering (I)					1.00	1.00			1.00	1.00				1.00	1.00	1.00
Lane Width (W), ft					12.0	12.0			12.0					12.0	12.0	12.0
Turn Bay Length, ft					120	0			0					0	0	0
Grade (Pg), %						0			0			0			0	
Speed Limit, mi/h					35	35			35	35				20	20	20
Phase Information					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Maximum Green (G <sub>max</sub> ) or Phase Split, s					14.0	116.0		102.0				24.0				
Yellow Change Interval (Y), s					3.0	4.5		4.5				4.5				
Red Clearance Interval (R <sub>c</sub> ), s					0.0	1.5		1.5				1.5				
Minimum Green (G <sub>min</sub> ), s					3	15		15			6	8				
Start-Up Lost Time (I <sub>t</sub> ), s					2.0	2.0		2.0			2.0	2.0				
Extension of Effective Green (e), s					2.0	2.0		2.0			2.0	2.0				
Passage (PT), s					3.0	7.0		7.0			2.0	4.0				
Recall Mode					Off	Min		Min			Off	Off				
Dual Entry					Yes	Yes		Yes			No	Yes				
Walk (Walk), s					0.0	0.0		0.0			0.0	0.0				
Pedestrian Clearance Time (PC), s					0.0	0.0		0.0			0.0	0.0				
Multimodal Information					EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius					0	No	25	0	No	25				0	No	25
Walkway / Crosswalk Width / Length, ft					9.0	12	0	9.0	12	0				9.0	12	0
Street Width / Island / Curb					0	0	No	0	0	No				0	0	No
Width Outside / Bike Lane / Shoulder, ft					12	5.0	2.0	12	5.0	2.0				12	5.0	2.0
Pedestrian Signal / Occupied Parking					No	0.50		No	0.50				No	0.50		

# HCS 2010 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	PM Peak Hour	PHF	0.95
Urban Street	Irving Park Road	Analysis Year	2022	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	PMPR.xus		
Project Description	PM Projected Peak Hour				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	86	1132			2286	48				86	0	57

Signal Information				Signal Phases									
Cycle, s	140.0	Reference Phase	2	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Offset, s	0	Reference Point	Begin	Green	3.4	112.3	9.3	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

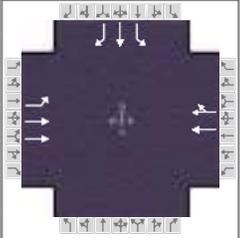
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2		6				4
Case Number	1.0	4.0		8.3				9.0
Phase Duration, s	6.4	124.7		118.3				15.3
Change Period, ( Y+R <sub>c</sub> ), s	3.0	6.0		6.0				6.0
Max Allow Headway ( MAH ), s	4.0	0.0		0.0				5.3
Queue Clearance Time ( g <sub>s</sub> ), s	3.2							8.9
Green Extension Time ( g <sub>e</sub> ), s	0.2	0.0		0.0				0.5
Phase Call Probability	1.00							1.00
Max Out Probability	0.00							0.12

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2			6	16				7	4	14
Adjusted Flow Rate ( v ), veh/h	91	1192			1228	1228				91	0	60
Adjusted Saturation Flow Rate ( s ), veh/h/ln	1810	1867			1881	1867				1810	1900	1610
Queue Service Time ( g <sub>s</sub> ), s	1.2	0.0			83.7	4.0				6.9	0.0	5.1
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	1.2	0.0			83.7	4.0				6.9	0.0	5.1
Green Ratio ( g/C )	0.84	0.85			0.80	0.80				0.07	0.07	0.07
Capacity ( c ), veh/h	123	3165			1509	1498				120	126	107
Volume-to-Capacity Ratio ( X )	0.733	0.376			0.814	0.820				0.752	0.000	0.560
Back of Queue ( Q ), ft/ln ( 95 th percentile)	129.3	6.9			94.5	107.1				164	0	103.5
Back of Queue ( Q ), veh/ln ( 95 th percentile)	5.2	0.3			3.7	4.3				6.6	0.0	4.1
Queue Storage Ratio ( RQ ) ( 95 th percentile)	1.08	0.00			0.00	0.00				0.00	0.00	0.00
Uniform Delay ( d <sub>1</sub> ), s/veh	44.0	0.0			0.0	0.1				64.2	0.0	63.4
Incremental Delay ( d <sub>2</sub> ), s/veh	8.1	0.3			4.9	5.1				12.5	0.0	6.4
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0			0.0	0.0				0.0	0.0	0.0
Control Delay ( d ), s/veh	52.1	0.3			4.9	5.3				76.7	0.0	69.7
Level of Service ( LOS )	D	A			A	A				E		E
Approach Delay, s/veh / LOS	4.0	A		5.1	A		0.0			73.9		E
Intersection Delay, s/veh / LOS	7.4						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.8	A	2.4	B	2.8	C	2.9	C
Bicycle LOS Score / LOS	1.5	A	2.5	B			0.7	A

## HCS 2010 Signalized Intersection Intermediate Values

General Information				Intersection Information	
Agency	KLOA, Inc.			Duration, h	0.25
Analyst	BSM	Analysis Date	Mar 24, 2016	Area Type	Other
Jurisdiction	IDOT	Time Period	PM Peak Hour	PHF	0.95
Urban Street	Irving Park Road	Analysis Year	2022	Analysis Period	1 > 7:00
Intersection	Irving Park Road with Ol...	File Name	PMPR.xus		
Project Description	PM Projected Peak Hour				



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	86	1132			2286	48				86	0	57

Signal Information				Signal Phases									
Cycle, s	140.0	Reference Phase	2	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Offset, s	0	Reference Point	Begin	Green	3.4	112.3	9.3	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Yellow	3.0	4.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Red	0.0	1.5	1.5	0.0	0.0	0.0	0.0	0.0	0.0

Saturation Flow / Delay	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Heavy Vehicle Adjustment Factor ( $f_{HV}$ )	1.000	0.980	1.000	1.000	0.990	1.000				1.000	1.000	1.000
Approach Grade Adjustment Factor ( $f_g$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	0.000	0.000	0.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000				1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	0.952	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.952	0.000			1.000						0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		1.000			0.993						0.000	
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000						1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000						1.000
Movement Saturation Flow Rate (s), veh/h	1810	3827			3672						1900	
Proportion of Vehicles Arriving on Green (P)	0.02	1.00	0.00	0.00	1.00	0.80	0.00	0.00	0.00	0.07	0.00	0.07
Incremental Delay Factor (k)	0.11	0.50			0.50	0.50				0.15		0.15

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )	3.0	6.0		6.0				4.0
Green Ratio ( $g/C$ )	0.84	0.85		0.80				0.07
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln	139	0		477				1810
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln				0				
Permitted Effective Green Time ( $g_p$ ), s	114.3	0.0		0.0				0.0
Permitted Service Time ( $g_u$ ), s	28.6	0.0		0.0				0.0
Permitted Queue Service Time ( $g_{ps}$ ), s	28.6							
Time to First Blockage ( $g_t$ ), s	0.0	0.0		112.3				0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								0
Protected Right Effective Green Time ( $g_R$ ), s								0.0

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.00		1.710	0.00		1.983	0.00		2.107	0.00	
Pedestrian $F_s / F_{delay}$	0.000	0.019		0.000	0.040		0.000	0.173		0.000	0.174	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	1695.48	1.62		1604.45	2.74		-71.43	75.09				77.18
Bicycle $F_w / F_v$	-3.64	1.06		-3.64	2.03		-3.64			-3.64		0.25

--- **Messages** ---

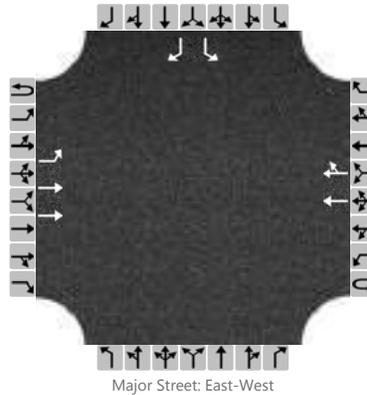
WARNING: Since queue spillover from turn lanes and spillback into upstream intersections is not accounted for in the HCM procedures, use of a simulation tool may be advised in situations where the Queue Storage Ratio exceeds 1.0.

--- **Comments** ---

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Irving Park/Olde Salem
Agency/Co.	KLOA, Inc.	Jurisdiction	IDOT
Date Performed	3/24/2016	East/West Street	Irving Park Road
Analysis Year	2022	North/South Street	Old Salem Circle
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)		4	2187				843	19						9		4
Percent Heavy Vehicles		0												0		0
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

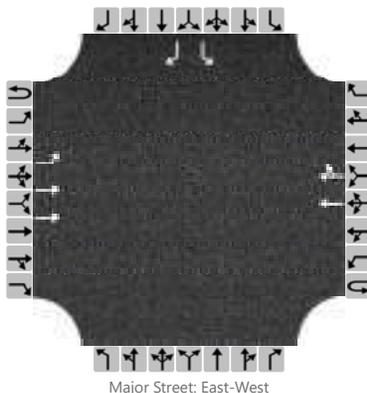
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		4												9		4	
Capacity		759												160		559	
v/c Ratio		0.01												0.06		0.01	
95% Queue Length		0.0												0.2		0.0	
Control Delay (s/veh)		9.8												28.9		11.5	
Level of Service (LOS)		A												D		B	
Approach Delay (s/veh)		0.0												23.5			
Approach LOS														C			

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Irving Park/Olde Salem
Agency/Co.	KLOA, Inc.	Jurisdiction	IDOT
Date Performed	3/24/2016	East/West Street	Irving Park Road
Analysis Year	2022	North/South Street	Old Salem Circle
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.96
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)		17	1227				2432	62						11		22
Percent Heavy Vehicles		7												0		0
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Left Only															
Median Storage	1															

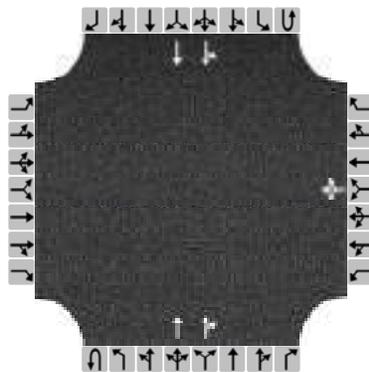
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)		18												11		23
Capacity		151												34		155
v/c Ratio		0.12												0.32		0.15
95% Queue Length		0.4												1.1		0.5
Control Delay (s/veh)		32.0												155.2		32.3
Level of Service (LOS)		D												F		D
Approach Delay (s/veh)	0.4												72.0			
Approach LOS	D												F			

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Access
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Access Drive
Analysis Year	2022	North/South Street	Olde Salem Road
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LTR				T	TR		LT	T	
Volume (veh/h)						19	0	0			20	11		0	98	
Percent Heavy Vehicles						0	0	0						0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

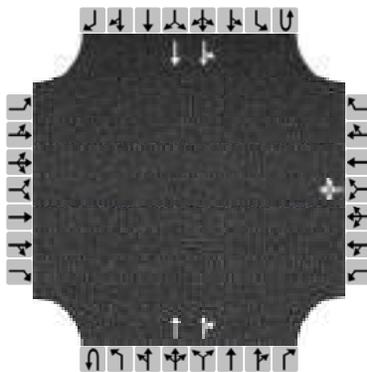
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							20							52		
Capacity							908							1592		
v/c Ratio							0.02							0.03		
95% Queue Length							0.1									
Control Delay (s/veh)							9.1							7.3		
Level of Service (LOS)							A							A		
Approach Delay (s/veh)					9.1											
Approach LOS					A											

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Access
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Access Drive
Analysis Year	2022	North/South Street	Olde Salem Road
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LTR				T	TR		LT	T	
Volume (veh/h)						22	0	0			69	17		0	92	
Percent Heavy Vehicles						0	0	0						0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

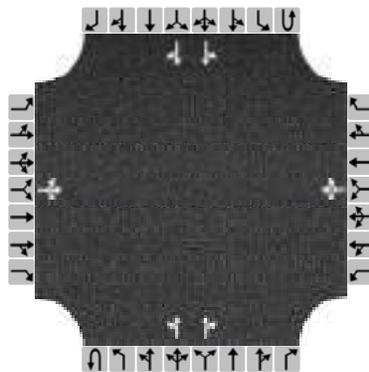
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)							23								49	
Capacity							835								1517	
v/c Ratio							0.03								0.03	
95% Queue Length							0.1									
Control Delay (s/veh)							9.4								7.4	
Level of Service (LOS)							A								A	
Approach Delay (s/veh)					9.4											
Approach LOS					A											

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Princeton
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Princeton Circle Drive
Analysis Year	2022	North/South Street	Olde Salem Road
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.81
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	2	0	0	0	2	0
Configuration			LTR				LTR			LT		TR		LT		TR
Volume (veh/h)		4	0	105		5	0	0		3	32	5		0	108	9
Percent Heavy Vehicles		0	0	1		0	0	0		33				0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

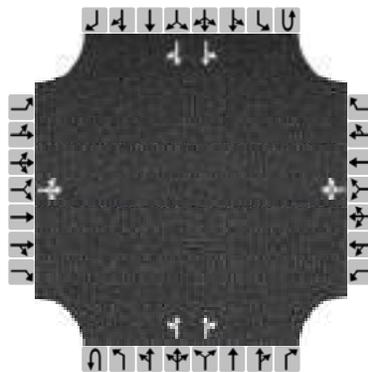
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			135				6				24				67		
Capacity			970				737				1237				1575		
v/c Ratio			0.14				0.01				0.02				0.04		
95% Queue Length			0.5				0.0				0.0						
Control Delay (s/veh)			9.3				9.9				7.9				7.3		
Level of Service (LOS)			A				A				A				A		
Approach Delay (s/veh)	9.3				9.9				0.6								
Approach LOS	A				A												

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Princeton
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Princeton Circle Drive
Analysis Year	2022	North/South Street	Olde Salem Road
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.88
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	2	0	0	0	2	0
Configuration			LTR				LTR			LT		TR		LT		TR
Volume (veh/h)		26	0	41		20	0	1		32	85	16		1	82	31
Percent Heavy Vehicles		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

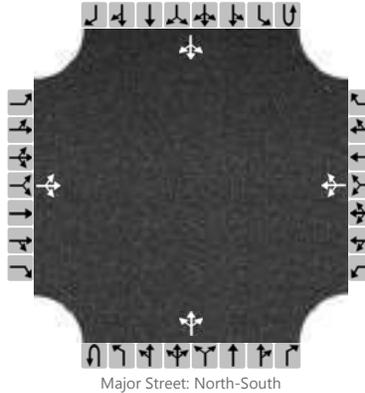
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			77				24					85				48
Capacity			850				677					1471				1487
v/c Ratio			0.09				0.04					0.06				0.03
95% Queue Length			0.3				0.1					0.1				0.0
Control Delay (s/veh)			9.7				10.5					7.5				7.4
Level of Service (LOS)			A				B					A				A
Approach Delay (s/veh)	9.7				10.5				1.8				0.1			
Approach LOS	A				B											

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Wilson
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Wilson Street
Analysis Year	2022	North/South Street	Olde Salem Circle
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.79
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	3		3	0	3		8	7	4		0	5	0
Percent Heavy Vehicles		0	0	0		0	0	33		0				0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

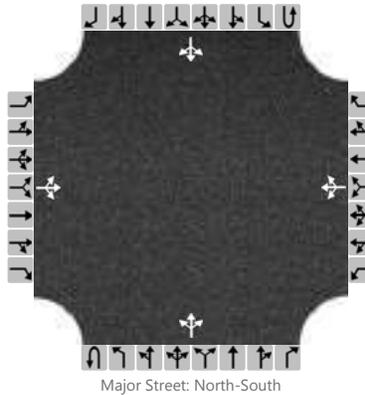
## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			4				8				10					
Capacity			1083				973				1628				1618	
v/c Ratio			0.00				0.01				0.01					
95% Queue Length			0.0				0.0				0.0					
Control Delay (s/veh)			8.3				8.7				7.2				7.2	
Level of Service (LOS)			A				A				A				A	
Approach Delay (s/veh)	8.3				8.7				3.0							
Approach LOS	A				A											

# HCS 2010 Two-Way Stop Control Summary Report

General Information		Site Information	
Analyst	BSM	Intersection	Olde Salem with Wilson
Agency/Co.	KLOA, Inc.	Jurisdiction	Hanover Park
Date Performed	3/24/2016	East/West Street	Wilson Street
Analysis Year	2022	North/South Street	Olde Salem Circle
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.79
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	16-056		

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	5		3	0	3		13	39	6		0	3	0
Percent Heavy Vehicles		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Right Turn Channelized	No				No				No				No			
Median Type	Undivided															
Median Storage																

## Delay, Queue Length, and Level of Service

Flow Rate (veh/h)			6				8					16				
Capacity			1086				948					1631			1561	
v/c Ratio			0.01				0.01					0.01				
95% Queue Length			0.0				0.0					0.0				
Control Delay (s/veh)			8.3				8.8					7.2			7.3	
Level of Service (LOS)			A				A					A			A	
Approach Delay (s/veh)	8.3				8.8				1.6							
Approach LOS	A				A											