

JOSEPH J. TIRIO
CLERK AND RECORDER
MCHENRY COUNTY, IL
2025R0001568

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RECORDING FEE	154.00
RHSPS HOUSING FEE	18.00
GIS FEE	43.00
AUTOMATION FEE	8.00

VILLAGE OF RINGWOOD

RE: Addendum and Extension of the
Village of Ringwood Gerstad Annexation Agreement

Prepared by and mail to:
Bradford S. Stewart
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
(815) 459-2050

**ADDENDUM AND EXTENSION OF THE VILLAGE OF RINGWOOD
GERSTAD ANNEXATION AGREEMENT**

WHEREAS, the Village of Ringwood (“Village”), Gerstad Builders, Inc. (“Developer”), and First Midwest Bank as trustee under Trust No. 13375 (“Owner”) entered into an agreement on or about October 12, 2005 (“Agreement”, attached hereto as Exhibit A), which pertained to the annexation and development of nine parcels, described in the Exhibit G, Annexation Legal Description, attached to and incorporated into the Agreement (“Property”).

WHEREAS, the Property was annexed into the Village but not developed, and, in 2024, the parties met and agreed to certain terms and conditions for the development of the parcels, including a desire to extend the terms of the Agreement.

WHEREAS, Developer has submitted a subsequent Concept Plan for the Property, titled “Concept Plan Boulder Hill,” attached hereto as Exhibit B (Revised Plat), dated October 10, 2024,¹ which lays out the planned subdivision of 70 residential lots in the Property.

WHEREAS, this Addendum manifests the subsequent agreement to the original Agreement, with the intention that all terms and conditions of the original Agreement will carry forward for the duration of the extension contained herein, except to the extent specifically modified by the terms and conditions stated herein.

NOW THEREFORE, in consideration of the additional terms and conditions stated herein, including its preambles, the sufficiency of which is acknowledged by each party, it is agreed as follows:

1. **Zoning Variations:** The zoning variations contained in Article III, subpart ii, of the Agreement shall be amended and replaced in their entirety to state the following, specifically

¹ References in this Addendum to any “Lot” or “Outlot” pertain to the Lot and Outlot designations indicated on the Revised Plat. Developer is required to seasonally submit a Final Plat for Village approval.

noting that the granting of zoning variations that are less restrictive than the zoning variations previously granted in the original Agreement require full approval through the standard process for obtaining variations:

- a. Minimum dwelling size of the lots shall be 2200 sq. ft. for 1 story dwellings and 2500 sq. ft. for 2 story dwellings, with the exception of lots designated as lot numbers 22-70, for which the minimum dwelling size shall be 1800 sq. ft. for 1 story dwellings and 2300 sq. ft. for 2 story dwellings.
- b. Lot numbers 22-63 are permitted to have vinyl siding. Lot numbers 1-21 and 64-70 are required to use LP siding, pursuant to regular Village requirements.
- c. Minimum frontage width: 100 feet at the building line.
- d. Lot sizes shall vary and be in accordance with the Revised Plat, but in no case shall any individual lot be less than 0.70 acres.
- e. Maximum number of lots: 70.
- f. Average lot size: 0.86 acres.

2. **Restatement of Prior Agreement:** Article IV, Sections A & B, are restated to be specifically applicable as of the date of the execution of this Addendum, with no retroactive effect being given to any prior version of any part of the Village's Ordinances, Village Code, Building Code, Subdivision Ordinance, or Zoning Ordinance. For clarity, and without otherwise abrogating or modifying the terms and effectiveness of Article IV of the original Agreement, the Property shall be developed and all properties shall be maintained in accordance with the most up to date version of all Village regulations, including, without limitation, all ordinances, the Village Code, the Village Subdivision Ordinance, the Village Zoning Ordinance, including all parts thereof which include the following non-exhaustive list of regulations, as may be amended from time to time, except where a conflict exists between the Village regulation and this Addendum, in which case this Addendum shall prevail but only

to the extent necessary to give effect to the specific provision at issue in the Addendum without otherwise abrogating or altering the general effectiveness of the regulation:

a. Ordinance No. 2024-02-02, pertaining to Exterior Design Guidelines and Architectural Design, attached hereto as Exhibit C:

- i. EXCEPTION: Section 301.0.2(1) of Chapter 3 of the Village of Ringwood International Residential Building Code is specifically altered to allow Developer to utilize vinyl siding as an approved building material for the residential dwellings denoted as Lots 22-63 on the Revised Plat, but otherwise in full accordance with the requirements of the Section;
- ii. EXCEPTION: Section 301.1.4 of Chapter 3 of the Village of Ringwood International Residential Building Code is specifically altered to allow Developer to allow the front façade of all three-car garages that are street facing may be stepped back or forward a minimum of 2 feet, instead of 4 feet, but otherwise in full accordance with the requirements of the Section;

b. Ordinance No. 2024-02-01, pertaining to Landscaping Requirements, attached hereto as Exhibit D:

- i. EXCEPTION: Section 604.11 of Article 6 of the Village of Ringwood Subdivision Ordinance is specifically altered to allow Developer to plant 50% of required trees with no less than a 2” diameter and 50% of required trees with no less than a 3” diameter, but otherwise in full accordance with the requirements of the Section;

c. Ordinance No. 2017-7-1, pertaining to Fences, attached hereto as Exhibit E;

d. Ordinance No. 2024-05-07, pertaining to Driveways and Culverts, attached hereto as Exhibit F;

e. Ordinance No. 2024-05-08, pertaining to Road Construction and Maintenance, attached hereto as Exhibit G.

3. **Mailboxes:** The provisions of Article IX, “Mailboxes”, and Article XVII, Section P, also pertaining to mailboxes, are nullified and not of any effect, further noting that any requirements for mailboxes will be subject to the purview of the United States Postal Service.

4. **Term:** Article XXI, Term, is replaced with the following:

This Addendum shall be binding upon the Parties and their respective successors and assigns for twelve (12) years, commencing as of the date of this Addendum being duly executed, which is an extension of what had been a twenty (20) year term as stated in the original Agreement. Except as to the period of the twelve (12) year extension, which replaces any remainder of the original Agreement's twenty (20) year term, all terms and conditions stated in Article XXI of the original Agreement shall remain in full force and effect.

5. **Annexation Fees:** without limiting or abrogating any portion of the original Agreement's terms, the parties agree that any unpaid monies owed on a per lot basis of \$3,000.00 per lot, pursuant to Article IV, Section C of the original Agreement, shall remain due to the Village from the Developer, payable at the time of final plat approval.

6. **Subdivision Name/Monument Signs:** The name of the subdivision shall be "Boulder Hill Estates of Ringwood." Within one (1) year of execution of this Addendum, Developer will obtain and install three monument signs, with the subdivision name visible to vehicular traffic at: (1) the sign easement at the intersection of Loras Lane (Lot 38); (2) the sign easement at the corner of MacArthur Avenue and outlet A; and (3) the entrance/exit point to the subdivision from Algonquin Road. Final design standards and placement location for the signs to be approved by the Village Board.

7. **Access Roads/Names:** Shall be in accordance with the Revised Plat and otherwise in accordance with all Village road construction and maintenance standards. No road on the Property may connect to any other road, except where connections are depicted in the Revised Plat, without the prior, written consent of the Village.

8. **Similar Model Dwellings:** For exclusive purposes of the Property and its planned residential development, identical dwellings or dwellings of similar design with identical front elevations may be erected no more often than every second lot along the same frontage, i.e., two (2) dissimilar dwellings must be erected between each identical/similar dwelling with

identical front elevations without regard to intervening street lines. Identical dwellings or dwellings of similar design, with identical front elevations, shall not be constructed directly across the street or other right-of-way from the front of that dwelling. Identical dwellings or dwellings of similar design with significantly different front elevations may be erected on every second lot, i.e., a completely different model must be erected between identical/similar dwellings with different elevations without regard to intervening street lines.

9. **Model Home/Sales Office:** Owner is permitted to utilize a single lot, developed with a compliant dwelling, as a model home and sales office, until the sooner of: (a) all lots planned for residential development in the subdivision have been sold; or (b) one (1) year after lots planned for residential development are not being actively developed and/or marketed for sale.

10. **Road Construction:** Road construction for the Property shall be in accordance with Village Ordinances, including without limitation Ordinance No. 2024-05-08, pertaining to Design and Construction of Roads and Roadside Drainage, except that the requirement stated in Section 607.3, Roads—Construction, Maintenance and Acceptance by Village, of the Village of Ringwood Subdivision Ordinance shall be modified exclusively for purposes of the commencement of the final surface installation to provide:

The installation of the final lift of roadway bituminous surface course shall be commenced no later than the earlier of: (a) occupancy permits having been issued to 35% of the subdivision lots; or (b) seven (7) years from the installation of the first lift of bituminous surface.

12. **Street Lights:** Street lights shall be installed at six locations, at the Developer's expense, as indicated on the Revised Plat, and otherwise in accordance with Village standards, to be reviewed at pre-final engineering, but which shall include a black pole with acorn style LED fixture, which meets Rate 23 or 25 criteria and otherwise is acceptable for Commonwealth Edison to operate and maintain. The location of the six street lights shall be generally described

as follows: (1) Loras Lane near edge of lot 38, (2). Intersection of Loras Lane and Tahoe Lane; (3) the terminus point of Loras Lane; (4) MacArthur Avenue and edge of Outlot A; (5) the eastern terminus/turnaround point on Tahoe Lane, at or near edge of lot 18; and (6) the intersection of MacArthur Avenue and Loras Lane.

13. **Landscaping Plan:** the landscaping plan shall be in accordance with Village Ordinances, including without limitation Ordinance No. 2024-02-01, pertaining to Landscaping Requirements, except that the requirement stated in Section 604.10, Landscaping, of Article 6, Design and Construction of Roads and Roadside Drainage Facilities, of the Village of Ringwood Subdivision Ordinance for “deciduous trees with a minimum 3-inch caliper” shall be modified exclusively for purposes of this Property development to allow for up to 50% of the deciduous trees to have a minimum 2-inch caliper, with the remaining trees to have the minimum 3-inch caliper.

14. **Windows:** Windows on the dwellings in the Property shall be in accordance with State of Illinois requirements, as may be amended from time to time, which currently requires compliance with the 2021 International Energy Conservation Code, including without limitation, Sections R402.3 and R402.3.1 to 3.5.

15. **Outdoor Storage:** All areas of the Property, including as subdivided, shall comply with the Zoning Ordinance and Section 406 thereof, and which shall include, without limitation, that outdoor storage of boats, watercraft, campers, recreational vehicles, motor homes, trailers, all-terrain vehicles, utility task vehicles, snowmobiles, golf carts, inoperable vehicles, unregistered vehicles, and vehicles not in use on at least a weekly basis, is prohibited. Further, the requirements of the Zoning Ordinance and this Addendum, pertaining to Outdoor Storage,

must be included in the covenants, conditions, and restrictions for the subdivision's association requirements.

16. Accessory Structures: All areas of the Property, including as subdivided, shall comply with the Zoning Ordinance and Section 306 thereof, with the maximum square footage of any accessory structure to the dwelling being no greater than 240 square feet, further noting that only one accessory structure is permitted per lot, and any such accessory structures shall be constructed and maintained using the same color scheme and material as the principal structure.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date indicated by the parties' signatures, below.

VILLAGE OF RINGWOOD (Village)

By: Richard E. Mack

Its: Village President

Date: 1/9/2025

GERSTAD BUILDERS, INC. (Developer)

By: Roger O Gerstads

Its: President

Date: 11/16/2024

* FIRST MIDWEST BANK,
As Trustee under Trust No. 13375 (Owner)

By: [Signature]

Its: Trustee

Date: 11/18/2024



* CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ACKNOWLEDGEMENT AND WAIVER

In entering this Addendum and Extension of the Village of Ringwood Gerstad Annexation Agreement, the parties further acknowledge that the intent of the Addendum is, to the full effect of law and equity, to be a development agreement, based on new facts and circumstances identified and agreed to in 2024, and not otherwise implicating the durational limits of annexation agreements, pursuant to Illinois law. The Developer and Owner expressly waive any claim to set aside or avoid the effect of the durational limits set forth in the Addendum, and otherwise are estopped from directly or indirectly taking a position contrary to the durational provisions contained in the Addendum in any legally recognized proceeding.

VILLAGE OF RINGWOOD (Village)

By: Richard E. Mack

Its: Village President

Date: 1/9/2025

GERSTAD BUILDERS, INC. (Developer)

By: Roger O. Gerstad

Its: President

Date: 12/13/2024

*** FIRST MIDWEST BANK,
As Trustee under Trust No. 13375 (Owner)**

By: [Signature]

Its: Trustee

Date: 12/16/2024



*** CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXHIBIT LIST

- Exhibit A:** Village of Ringwood Gerstad/Bauer Annexation Agreement (“Agreement”)
- Exhibit B:** Concept Plan Boulder Hill of Ringwood (“Revised Plat”)
- Exhibit C:** Ordinance No. 2024-02-02, pertaining to Exterior Design Guidelines and Architectural Design
- Exhibit D:** Ordinance No. 2024-02-01, pertaining to Landscaping Requirements
- Exhibit E:** Ordinance No. 2017-7-1, pertaining to Fences
- Exhibit F:** Ordinance No. 2024-05-07, pertaining to Driveways and Culverts
- Exhibit G:** Ordinance No. 2024-05-08, pertaining to Road Construction and Maintenance

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

2005R0090422

10/25/2005 11:00AM

PAGES 30

RECORDING FEE 72.00
COUNTY STAMP FEE
STATE STAMP FEE
RHSPS HOUSING FEE

RI
30

MT ✓

Bernard Narusis
213 W Lake Shore Dr
Cary IL 60013

VILLAGE OF RINGWOOD, ILLINOIS

STATE OF ILLINOIS)
)
COUNTY OF MCHENRY)

I, the undersigned, do certify that I am the duly appointed and acting clerk of the Village of Ringwood, Illinois, in the State and County aforesaid, and that I am the keeper of the minutes, journal of proceedings and other records of the President and Board of Trustees of the Village.

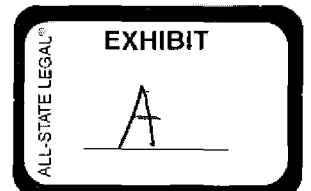
I do further certify that the attached is a true and correct copy of Ordinance No. 05-8-1 being an ordinance adopted August 15, 2005, providing for the annexation of certain described real estate to the Village of Ringwood, and an accurate plat of annexation of said real estate, as exhibit H.

IN WITNESS THEREOF, I have affixed hereto my official seal and signature this 15th day of August, 2005.

Veronica R. Gellin
Village Clerk



72.00



05-60-6761

2005R00904/22

THE VILLAGE OF RINGWOOD

ORDINANCE NO. 05-8-1

**AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT
BETWEEN THE VILLAGE OF RINGWOOD
AND
FIRST MIDWEST BANK AS TRUSTEE UNDER
TRUST AGREEMENT DATED JANUARY 8, 2003, AND
KNOWN AS TRUST NO. 13375, OWNER OF RECORD
AND
GERSTAD BUILDERS, INC., THE DEVELOPER**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD
THIS 15TH DAY OF AUGUST, 2005**

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Ringwood, McHenry County,
Illinois, this 15th day of August, 2005

**THE VILLAGE OF RINGWOOD
ORDINANCE NO. 05-8-1**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF AUGUST, 2005**

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Ringwood, McHenry County,
Illinois, this 15th day of August, 2005

**AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT
BETWEEN THE VILLAGE OF RINGWOOD AND
FIRST MIDWEST BANK AS TRUSTEE UNDER TRUST AGREEMENT
DATED JANUARY 8, 2003, AND KNOWN AS TRUST NO. 13375, OWNER
OF RECORD AND GERSTAD BUILDERS, INC., THE DEVELOPER**

WHEREAS, First Midwest Bank as Trustee under Trust Agreement dated January 8, 2003, and known as Trust No. 13375, is the owner of record, (hereinafter referred to as the "Owner") of the real estate which is legally described on Exhibit "G" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Subject Property").

PIN#: 09-05-351-002; 09-05-351-003; 09-05-351-005; 09-05-351-006; 09-05-351-007; 09-08-101-001; 09-05-376-002; 09-08-102-001; and 09-05-352-001.

WHEREAS, the Owner has asked that the Subject Property be annexed to the Village of Ringwood, (hereinafter referred to as the "Village") in accordance with the terms and conditions of an Annexation Agreement which is attached hereto marked Exhibit "A" and incorporated herein by this reference; and

WHEREAS, a public hearing regarding the Annexation Agreement was held before the Corporate Authorities of the Village pursuant to proper published notice.

THE VILLAGE OF RINGWOOD
ORDINANCE NO. 05-8-1

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 15TH DAY OF AUGUST, 2005

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Ringwood, McHenry County,
Illinois, this 15th day of August, 2005

AN ORDINANCE AUTHORIZING AN ANNEXATION AGREEMENT
BETWEEN THE VILLAGE OF RINGWOOD AND
FIRST MIDWEST BANK AS TRUSTEE UNDER TRUST AGREEMENT
DATED JANUARY 8, 2003, AND KNOWN AS TRUST NO. 13375, OWNER
OF RECORD AND GERSTAD BUILDERS, INC., THE DEVELOPER

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reference made a part hereof (hereinafter referred to as the "Subject Property").

PIN#: 09-05-351-002; 09-05-351-003; 09-05-351-005; 09-05-351-006; 09-05-351-007; 09-08-
101-001; 09-05-376-002; 09-08-102-001; and 09-05-352-001.

WHEREAS, the Owner has asked that the Subject Property be annexed to the Village of
Ringwood, (hereinafter referred to as the "Village") in accordance with the terms and conditions
of an Annexation Agreement which is attached hereto marked Exhibit "A" and incorporated
herein by this reference; and

WHEREAS, a public hearing regarding the Annexation Agreement was held before the
Corporate Authorities of the Village pursuant to proper published notice.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RINGWOOD, McHENRY COUNTY, ILLINOIS, as follows:

SECTION ONE: The Annexation Agreement attached hereto and marked Exhibit "A" be, and hereby is approved.

SECTION TWO: The Village President is hereby authorized to sign and the Village Clerk is hereby authorized to attest the attached Annexation Agreement.

SECTION THREE: This Ordinance shall be known as Ordinance No. 05-8-1 and shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by a two-thirds (2/3) vote of the Corporate Authorities of the Village of Ringwood, McHenry County, Illinois this 15th day of August, 2005.

AYES: Bauer, Madra, Howell, Rosenman, Decario, & Mack

NAYS: None

ABSTAIN: None

NOT VOTING: Trustee Kepes was absent

APPROVED THIS 15TH DAY OF AUGUST, 2005.

Richard E. Mack
Village President

ATTEST:

Veronica R. Madra
Village Clerk

G:\DOCS\Gerstad Builders\Bauer Zoning & Annexation\Ordinance Authorizing Annexation Agreement. Draft 3, 6-22-05.wpd



EXHIBIT G
ANNEXATION LEGAL DESCRIPTION

PARCEL 1: LOT 3 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: LOT 6 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4: LOT 7 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: LOT 8 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: LOT 9 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 7: LOT 11 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 8: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 (EXCEPT THE SOUTH 20 ACRES THEREOF, AND ALSO EXCEPTING THAT PORTION OF PLEASANT VALLEY SUBDIVISION, UNIT NO. 1, AS RECORDED IN THE MCHENRY COUNTY PLAT BOOK 11, PAGE 52, LYING WITHIN THE BORDERS OF THE FIRST ABOVE-DESCRIBED WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 AFORESAID) IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE RUNNING 510.09 FEET NORTH TO THE CENTER OF MCARTHUR AVENUE; THENCE EAST ON THE CENTER LINE OF MCARTHUR AVENUE, 500 FEET TO THE CENTER OF ORCHARD DRIVE; THENCE SOUTH ON THE CENTER LINE OF ORCHARD DRIVE, 510.09 FEET TO THE SECTION LINE BETWEEN SECTIONS 5 AND 8; THENCE 500 FEET WEST TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF MCARTHUR AVENUE LYING NORTH OF AND ADJACENT TO HEREIN DESCRIBED PARCEL 9, AND ALL OF LUMLEY AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 6 EXTENDED RADially TO THE EAST LINE OF SAID LUMLEY AVENUE AND ALSO ALL OF ORCHARD DRIVE AS SHOWN ON SAID PLEASANT VALLEY SUBDIVISION, ALL IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT A
ANNEXATION AGREEMENT

VILLAGE OF RINGWOOD
GERSTAD/BAUER ANNEXATION AGREEMENT

EXHIBIT A

1

This pre-annexation agreement (the "Agreement"), is made and entered into this ___ day of _____, 2005, by and among the Village of Ringwood, Illinois, an Illinois municipal corporation located in McHenry County, Illinois (the "Village"), and Gerstad Builders, Inc. (the "Developer") and First Midwest Bank as trustee under Trust No. 13375 (the "Owner of Record"). (The Village, Developer and Owner are hereinafter collectively referred as "Parties" and individually referred to as a "Party").

RECITALS

A. First Midwest Bank as trustee under Trust No. 13375 is the owner of record of approximately 75.3 acres of real property located generally South of Barnard Mill Road adjacent the current boundaries of the Village of Ringwood, in McHenry County, Illinois, which property is legally described on Exhibit G, attached hereto and incorporated herein by reference (the "Property").

B. The Parties desire to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, in accordance with the terms and conditions hereinafter set forth.

C. The Property is not presently located within the corporate limits of any municipality, and is contiguous to and therefore may be annexed to the Village of Ringwood, Illinois, as provided in 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

D. Developer seeks to improve the property with single family detached residences substantially in accordance with the Concept Plan of the subdivision prepared by Gerstad Builders dated August 8, 2005 and identified as Exhibit C attached hereto and incorporated herein by reference (the "Concept Plan").

E. The Village acknowledges that the Developer's proposed use of the Property will be compatible with and will further the planning objectives of the Village and that the annexation of the Property to the Village will be of substantial benefit to the Village, will eventually extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, and will promote and enhance the general welfare of the Village and its residents.

F. The Village of Ringwood R-1 single-family residential zoning district classification (as depicted on the Concept Plan) attached hereto marked Exhibit C is consistent with the Village Comprehensive Plan and the proposed zoning under the Village Zoning Ordinance, as currently amended (the "Zoning Ordinance").

G. The Village has agreed, once the property is annexed, to zone the Property as herein described, to approve the Concept Plan, and to grant the variations hereinafter described in order to facilitate Developer's improvement of the Property in accordance with the Concept Plan.

H. Developer has filed with the Village Clerk a proper Annexation Petition (the "Annexation Petition") pursuant to 65 ILCS 5/7-1-8, signed by the owners of record of the Property and stating that there are no electors residing thereon.

I. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Village President and Village Board of the Village (hereinafter collectively referred to as the "Corporate Authorities") and a public hearing was held, pursuant to notice as provided by statute.

J. Pursuant to notice, as required by statute and ordinance, a public hearing was held by the Zoning Board of Appeals on the request of the owner of record for rezoning upon annexation of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.

K. Due and proper notice of the proposed Annexation Agreement has been given to the McHenry Township Board of Trustees and the McHenry Township Commissioner of Highways, more than ten (10) days prior to any action being taken on the annexation of the Property.

L. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement, the annexation and zoning of the Property, the review and approval of the Concept Plan, have been given, made, held and performed by the Village as required by Section 6.5 ILCS 5/7-1-1 and Section 65 ILCS 5/7-1-8 and 5/11-15.1-1 *et seq.* and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village.

M. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Zoning Board of Appeals in connection with the zoning and variations requested for the Property, and have further duly considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

N. Developer has expended substantial sums of money and has materially altered its position in reliance upon the execution of this Agreement and the performance of its terms and provisions by the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I

RECITALS

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II

ANNEXATION OF THE PROPERTY

A. Upon the execution of this agreement by all Parties, the Corporate Authorities shall annex the property to the Village and do all things necessary or appropriate to cause the Property to be validly annexed to the Village.

B. Upon this Agreement being fully executed by all parties, the property shall be annexed into the Village in its entirety at one time and validly classified under the Village zoning ordinance in accordance with and as contemplated by this Agreement, and the other approvals specified herein shall be granted, all at the times specified herein.

ARTICLE III

ZONING OF THE PROPERTY

At the same meeting of the Corporate Authorities at which annexation of the Property to the Village is accomplished, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take such other actions as are necessary to:

- (i) zone the Property to the R-1 single-family residential district classification
- (ii) grant the following zoning variations:
 - (a) Minimum dwelling size on lots that do not abut on the eastern subdivision boundary: 1 story 1800 sq. ft.; 2 story 2200 sq. ft.,
 - (b) Minimum frontage width: 100 feet at the building line,
 - (c) Lot sizes: 10 lots at 1.3 acres or greater; 23 lots less than 1.3 acres and greater than or equal to 1 acre; 27 lots less than 1 acre and greater than .75 acres; 10 lots equal to .75 acres,
 - (d) Maximum number of lots: 70,
 - (e) Average lot size: .99 acres.
- (iii) approve the attached Concept Plan for the Property.

ARTICLE IV

CODES AND ORDINANCE; FEES

A. To the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, of the Zoning Ordinance, the subdivision control ordinance, or any other Village code, ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any Village code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Developer with respect to the development of the Property than is the case under current or then existing law or this Agreement, then at the option of Developer, such less restrictive amendment or interpretation shall control.

B. All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village, for purposes of directly furthering the public health and safety.

Nothing contained in this Agreement is intended to limit, restrict, or in any way impair the authority, power or ability of the Village to adopt new or different ordinances, regulations and fees of any kind or nature whatsoever during the life of this Agreement. However, no such ordinance or regulation shall be applied during the term of this Agreement to affect the zoning and subdivision variations expressly granted to the Subject Property by this Agreement. Except as modified by the terms and provisions of this Agreement, the Owner and Developer shall comply in all respects with the terms, conditions and requirements of all applicable ordinances of the Village as they may exist from time to time including, but not limited to those requiring the issuance of permits or the payment of fees thereof.

C. The Developer shall pay an annexation fee on a per lot basis of \$3,000.00 per lot payable as follows: 50% within two weeks of the annexation of the property pursuant to this agreement and 50% at time the first building permit is issued. Subject to Article XVI, and Article XVII, no fee or charge of any description shall be imposed upon Developer or upon the development and use of the Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the Village on a uniform basis from all owners, users and developers of property within the Village. The Village shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees or user fees during the Term of this Agreement unless such increases are made generally applicable to all owners, users and developers of property within the Village. All building permit and the building inspection fees for any improvement constructed upon the Property shall be due and payable according to the practices in place with the Village at the time of the application for the permit for that improvement.

D. The Developer shall pay applicable impact fees pursuant to the provisions of the Village Developer Donation Ordinance, as it may be amended from time to time.

ARTICLE V

SANITARY SEWER SERVICE

A. The lots within the R-1 zoning districts as depicted on the Concept Plan shall be served by septic systems. As long as the County of McHenry issues appropriate permits for each such septic system, the Village agrees that the construction and use of each such system will be permitted, and the Village will not hinder or delay the issuance of building or occupancy permits as long as such County permit is complied with.

ARTICLE VI

WATER SERVICE

Each residence to be constructed within the Property pursuant to the Final Plats shall be provided water by individual wells to be constructed by the owner of each lot. As long as the County of McHenry issues appropriate permits for each such well, the Village agrees that the construction and use of each such well will be permitted, and the Village will not hinder or delay the issuance of building or occupancy permits as long as such County permit is complied with.

ARTICLE VII

STORM DRAINAGE

The Developer shall provide all necessary storm sewers, detention or retention systems and compensatory storage (whether on site or off site) for storm water management of the Property in compliance with all Village requirements, and the McHenry County Watershed Development Ordinance.

ARTICLE VIII

ROAD IMPROVEMENTS

A. The construction of roads and related improvements within the Property and therefrom to Barnard Mill Road will be the obligation of Developer.

B. The Developer shall construct such road improvements as related to the intersection of Barnard Mill Road and Lumley Drive as the Village Corporate authorities shall require as part of the final plat review process.

C. At the time of Tentative Plat the Village shall determine at its sole discretion whether Lumley Drive shall be utilized for permanent or temporary ingress and egress into the subdivision.

ARTICLE IX

MAILBOXES

Mailboxes shall be installed only in groups or clusters of four or more at locations designated on a mail box location plat to be provided by the Developer to the Village in conjunction final plat approval. The mailbox location plat shall be in locations acceptable to the postmaster. After said plat is provided to the Village it shall be reviewed by the Planning Commission subject to approval by the Board of Trustees. Replacement and repair of said mailboxes shall be in accordance with said mailbox location plat and the requirement of groups or clusters of four or more will remain in full force and effect.

ARTICLE X

STORM WATER/DETENTION/RETENTION PONDS

Prior to the approval of final plat of subdivision for any portion of the property the Developer will establish a Property Owner's Association (POA). The POA shall be responsible for the maintenance and repair of the storm water, drainage and detention facilities in the subdivision. However, the Village shall have the discretionary right, but not any legal obligation or duty, to enter upon lots or parcels having storm water drainage and/or detention facilities to repair or restore such and bill and recover its costs and expenses relating thereto (together with interest thereon at 9% per annum from the date of the bill) from the POA. In the event the POA fails to pay such each of the respective lot owners shall be liable on a pro rata basis for any such costs and expenses and the Village shall have the right to file a lien in the office of the County Recorder of Deeds against said lots for such amounts.

ARTICLE XI

ON SITE IMPROVEMENTS

Developer shall construct only those public improvements depicted on engineering plans approved in conjunction with each Final Plat. Such improvements shall be installed at Developer's expense using Developer's contractors and contracts. The roads depicted on the Concept Plan and which will be included in any Final Plat shall be conveyed to the Village upon acceptance of the public improvements by the Village pursuant to provisions of the Village subdivision control ordinance.

ARTICLE XII

SUBDIVISION OF THE PROPERTY

A. The property shall be subdivided in accordance with the provisions of the Village Subdivision Ordinance then in effect.

B. The Name of the Subdivision shall have the word Ringwood included in it.

ARTICLE XIII

EXCAVATION, GRADING AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT

Unless otherwise approved and authorized by the Village, Developer shall not begin excavation, grading, demolition or tree removal until such time as final engineering has been approved by the Village Engineer and necessary erosion control devices are in place.

ARTICLE XIV

BUILDING PERMITS

The Village shall issue residential building permits for any residential structures to be constructed on the Property in accordance with the Village Building code then in effect. If the application is denied, the Village shall provide to the applicant a written statement specifying the reasons for denial of the application including specification of the requirements of law which the application or supporting documents fail to meet. Thereafter, the Village shall issue such residential building permits upon the applicant's compliance with those requirements. The Developer and/or any applicant may apply for building permits for the Property only after the Final Plat of Subdivision has been approved and recorded and the binder course for all roadways and all other subdivision improvements required by the Subdivision Ordinance and Plat of Subdivision have been installed and approved by the Village Board of Trustees.

ARTICLE XV

CERTIFICATES OF OCCUPANCY

A. The Village shall issue Certificates of Occupancy to the Developer or its successors and assigns according to the Village Building Codes in place at the time. The Village will issue the Certificates within the time provided for in its building code then existing, or issue a letter of denial within said period informing Developer or its successors and assigns specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the Village in its request for correction. If, after final inspection or re-inspection of any corrections made pursuant to a written denial, the Village's inspector does not reasonably and properly request further corrections, the Village shall promptly issue a Certificate of Occupancy for the structure(s) in question. Certificates of Occupancy shall not be unreasonably withheld and temporary certificates will be issued when adverse weather conditions do not permit landscaping and final grading required for a permanent Certificate of Occupancy, so long as the absence of such items does not pose a danger to safety or welfare of the public or the occupants, and reasonable financial guarantees are provided that such landscaping, final grading and other construction shall be accomplished or installed as soon as weather permits.

B. The Village shall make all reasonably requested inspections of on-going construction within the time provided for in its building code then existing.

C. Any stop order directing work stoppage shall be in writing unless a bona fide emergency presenting an immediate and substantial danger to persons or property exists, in which case such stop order may be verbal. All stop orders shall be issued only for construction work which is not in compliance with Village codes or this Annexation Agreement and shall set forth the section or sections of the Village Code or this Annexation Agreement alleged to have been violated and the nature of the violation. The building permittee shall forthwith proceed to correct any such violation.

ARTICLE XVI

MODELS; SALES OFFICES; SIGNAGE

Construction of models, construction offices and trailers shall be in accordance with Village Ordinances.

A. Developer shall also have the right, after approval of the Concept Plan, to construct a temporary sales trailer on the Property. Developer shall also have the right, after approval of the Concept Plan to construct a construction management trailer on the Property.

B. Developer or its assigns shall have the right upon approval of the Concept Plan, subject to the provisions of the Village Sign Ordinance, to construct one (1) single faced 240 square foot sales sign within the Property, or on easements in favor of Developer within ½ mile of the Property for as long as development and sales continue on the Property.

ARTICLE XVII

COVENANTS; COMMON AREA

Prior to recording any Plat of Subdivision for any portion of the subject premises, the Developer will cause to be recorded Covenants, Conditions and Restrictions of Record providing for the maintenance of common areas in the subdivision. The Covenants will include, unless excluded by authorization of the village the following:

A. All lots shall be used exclusively for residential purposes designed for single-family occupancy. No buildings shall be erected nearer than those specified for each individual lot on the plat of subdivision, notwithstanding those setbacks as set forth in the final plat of subdivision. Any portion of the eaves is considered as part of the building line, side yard, and rear yard requirements. All other setbacks of the subdivision plat shall be applicable.

B. No home shall be less than 1800 square feet in livable area if one story nor less than 2200 square feet of livable area if two or more stories.

C. Each residence shall be serviced with an attached garage of no less than three (3) cars and no more than four (4) car capacity. The garage shall be built of the materials similar to

the main structure. No garage shall be used as a temporary or permanent habitable living area. Detached garages are prohibited.

D. No flat, tar, gravel or 3 in 1 tab shingle roofs shall be allowed. All roofs shall have a minimum 6:12 pitch. Minimum Roofing material shall consist of 30 year architectural shingles or cedar shake shingles. Alternate materials may be used if approved by the H.O.A. and Village Board. Accessory structures shall have same roofing material as the residential structure.

E. No cement blocks shall be allowed as an exterior to a residence or accessory building.

F. Agricultural animals shall be prohibited, including hoofed animals.

G. No manufacturing, industrial, business, or shop use shall be allowed on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding owners and neighborhood.

H. No mining of any nature or kind shall be allowed on any of the lots.

I. All outside buildings and construction shall be completed within one (1) year after ground has been broken for foundation purposes. Completion of construction shall include finish grading of the property with landscaping.

J. All private drives shall be equipped with proper 16-foot long culverts with flared ends and must be at least 5 feet from the neighboring lot line where necessary. Drives shall be paved with blacktop, finished concrete or brick pavers.

K. Septic systems including septic tanks, disposal fields, and other applicable components shall be installed in accordance with applicable regulations of the McHenry County Health Department.

L. Except for approved septic systems, no oil, gas or fuel tank of any type, or for any other purpose shall be erected on any lot.

M. All types of fences are prohibited except those required for by ordinance for swimming pools.

N. Outdoor storage of boats, campers, recreation vehicles, motor homes, snowmobiles, trailers of all types, and all types of water crafts and ATV's are prohibited.

O. A maximum of one (1) accessory structure/ out-building/shed will be allowed per lot. The maximum plate height for walls shall not exceed nine (9') feet. The maximum size shall

be eighty (80) square feet and must be constructed of the same or similar construction material as the primary structure. (A Gazebo is not considered an out building.)

P. Each lot owner shall install and maintain a mail and newspaper receptacle of a uniform design at locations to be approved by the local Postal Service agent.

Q. All street lights shall be Commonwealth Edison decorative lights.

R. In ground swimming pools with materials, which meet the Village Pool Ordinance requirement shall be permitted. No swimming pool of temporary or collapsible construction, or one that is portable or movable, or one that is constructed in such a way as to hold water above ground level of the surrounding terrain, shall be allowed.

S. The covenants herein may not be changed without the approval of the Village Board.

T. Vacant and occupied lots shall be maintained so that grass or other vegetation (other than shrubbery, trees, etc) shall not exceed eight (8) inches.

U. If required by the Village Board, the developer shall construct at its sole expense, one subdivision entrance sign, of brick or stone, the dimension and design of which shall be subject to the approval of the Village Board of Trustees; no wood signs are allowed. The sign shall be located in an easement outside of the right-of-way at a location approved by the Village Board. The sign and easement shall be maintained by the Homeowner's Association.

ARTICLE XVIII

IMPACT FEES, DONATIONS AND RETAINED PERSONNEL FEES

A. Developer donation fees shall be paid by the Developer at the times and in the amounts specified in the Village Developer Donation Ordinance. Such fees shall be paid to the Village or to such entity as the Village designates. The Village represents and acknowledges that if any such fee shall be increased, such increase shall not be effective against the Developer or the Property unless such increase is made generally applicable to all owners, users and developers of property within the Village.

B. The Developer agrees to pay Retained Personnel Fees according to the Village Ordinances.

ARTICLE XIX

MUTUAL ASSISTANCE

The parties shall do all things necessary or appropriate to carry out the terms and

provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

ARTICLE XX

REMEDIES

A. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended up to a total of one hundred and twenty (120) days if the default cannot be cured within said thirty (30) day period and the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

B. This Agreement, in its entirety, together with Developer's petitions for annexation, rezoning and concept plan, and any approvals granted to date, in the discretion of the Developer, shall be null and void, and of no force and effect unless within one hundred and twenty days (120) from property becoming contiguous to the Village the Property is annexed in its entirety, zoned in accordance herewith in substantial conformance with the Concept Plan.

C. Upon a breach of this Agreement, including the failure to meet the conditions specified in the preceding Paragraph B, and including failure to approve any tentative or Final Plat in accordance with the Concept Plan within the time period for review as established by Village ordinance, any of the Parties, in any court of competent jurisdiction, by an action or proceeding in mandamus or at law or in equity, may secure, specifically without limitation, the specific performance of the covenants and agreements herein contained, or may obtain mandatory or prohibitory injunctions. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Articles of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or law or in equity.

D. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE XXI

TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the Village pursuant to this Agreement. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village.

ARTICLE XXII

MISCELLANEOUS

A. Amendment. This Agreement may be amended only by the mutual written consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

B. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation, platting, zoning or any variation for the Property is ruled invalid in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

C. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon the Village and Developer and their respective successors, assigns, grantees,

lessees, and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned by the Developer with the consent of the Village, which consent shall not be unreasonably withheld. Any such assignments shall not relieve the Developer of its obligations hereunder unless specifically agreed to by the Village.

E. Notices. Any notices required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, personally delivered, or sent by facsimile transmission to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village: Village of Ringwood
Attn: Building Commissioner
PO Box 217
Ringwood, Illinois 60072

With copies to: Village of Ringwood
Attn: Village Clerk
PO Box 217
Ringwood, Illinois 60072

Counsel Bernard Narusis
213 West Lake Shore Drive
Cary IL 60013

If to Developer: Gerstad Builders, Inc.
4310 G Crystal Lake Road
McHenry, IL 60050

With copies to: Developer's Attorney
Samuel J. Diamond
Diamond & LeSueur, P.C.
3431 W. Elm Street
McHenry, IL 60050
815-385-6840; 815-385-6875 fax; sam@dlfirm.com

Notices shall be deemed given on the third (3) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, upon delivery if personally delivered, and upon the third day after confirmation date by the sending machine of successful transmission, if sent by facsimile, provided that a copy of the notice and confirmation of transmission is sent to the noticed party by first class mail the same day as the fax transmission.

F. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

G. Village Approval. Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

H. Village Fees. The Developer shall reimburse the Village for any and all attorneys' fees incurred by the Village in defending claims asserted or actions brought by third parties to challenge the annexation, zoning, variations or plat approvals given for the Property. Prior to incurring any such expenses, the Village shall give advance notice to the Developer of the controversy and, thereafter, provide the Developer with monthly itemized statements of the expenses incurred by the Village in connection therewith. The Village will also give advance notice to the Developer of their retaining additional consultants or staff other than the Village Attorney and Engineer in connection with defending such claims or actions. In the event the Developer determines that the costs in connection with the defending of such claims or actions is not warranted, the Developer shall notify the Village of such and the Village shall terminate the pending claim or action. In connection with said termination of the claim or action, if there is any monetary liability, the Developer's election to terminate the claim shall also include the Developer paying such liability prior to such termination. In the event the claimant does not concur with the termination or settlement, the Developer's obligation to the Village shall continue.

I. Venue. Venue for any litigation shall be in the Circuit Court of McHenry County Illinois. Litigation in any Federal Court is expressly prohibited.

J. No portion of the property may be disconnected from the Village at any time unless the corporate authorities of the Village in their sole discretion voluntarily allow such disconnection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

VILLAGE:

THE VILLAGE OF RINGWOOD,
A municipal corporation

By: Richard E. Mack

Its: Village President

Attest: Veronica P. Miller

Its: Village Clerk

DEVELOPER:

GERSTAD Builders, INC

By: Roger O. Gerstod

Its: President

OWNER

FIRST MIDWEST BANK TRUST DIVISION

SEE TRUSTEE'S RIDER ATTACHED
Its: HERETO AND MADE A PARTY HERETO

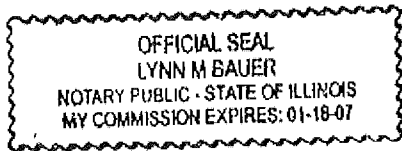
STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, Lynn M. Bauer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard E. Mack, and Veronica P. Miller personally known to me to the same persons whose names are, respectively as President and Village Clerk of the Village of Ringwood, an Illinois municipal corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge to me that they, being hereunto duly authorized, signed, sealed with the corporate seal of said Village and delivered said instrument as the free and voluntary act of said Village and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal,
this 12th day of October, 2005.

Lynn M. Bauer
Notary Public

COMMISSION EXPIRES:



STATE OF ILLINOIS)
)SS
COUNTY OF McHENRY)

I, Merrilee Tronsen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger Gerstad personally known to me to be an authorized manager of Gerstad Builders, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such authorized manager, he signed and delivered the said instrument as authorized manager of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal,
this 7th day of October, 2005

Merrilee Tronsen
Notary Public

COMMISSION EXPIRES:



**RIDER ATTACHED AND MADE A PART OF
VILLAGE OF RINGWOOD
GERSTAD/BAUER ANNEXATION AGREEMENT
DATED JUNE 1, 2005**

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under Trust No. 13375, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Assistant and its corporate seal to be hereunto affixed and attested by its Trust Officer this 1st day of June, 2005.

First Midwest Bank as Successor Trustee as aforesaid and not personally.

By: Sharon L. Hettermann
Trust Assistant

Attest: Nancy Majercik
Trust Officer

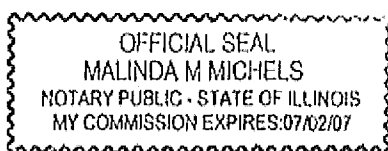


STATE OF ILLINOIS,
Ss:
COUNTY OF MCHENRY

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Sharon L. Hettermann**, Trust Assistant of FIRST MIDWEST BANK, and **Nancy Majercik**, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Assistant and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust, did affix the said corporate seal of said Trust instrument as his own free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of June, 2005.

Malinda M. Michels
NOTARY PUBLIC



05-60-6785

EXHIBIT LIST

EXHIBIT G: Legal Description

EXHIBIT C: Concept Plan

EXHIBIT H: Plat of Annexation

EXHIBIT G
ANNEXATION LEGAL DESCRIPTION

PARCEL 1: LOT 3 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3: LOT 6 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4: LOT 7 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: LOT 8 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: LOT 9 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 7: LOT 11 IN PLEASANT VALLEY SUBDIVISION UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT NO. 253356, IN BOOK 11 OF PLATS, PAGE 52, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 8: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 (EXCEPT THE SOUTH 20 ACRES THEREOF, AND ALSO EXCEPTING THAT PORTION OF PLEASANT VALLEY SUBDIVISION, UNIT NO. 1, AS RECORDED IN THE MCHENRY COUNTY PLAT BOOK 11, PAGE 52, LYING WITHIN THE BORDERS OF THE FIRST ABOVE-DESCRIBED WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 AFORESAID) IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE RUNNING 510.09 FEET NORTH TO THE CENTER OF MCARTHUR AVENUE; THENCE EAST ON THE CENTER LINE OF MCARTHUR AVENUE, 500 FEET TO THE CENTER OF ORCHARD DRIVE; THENCE SOUTH ON THE CENTER LINE OF ORCHARD DRIVE, 510.09 FEET TO THE SECTION LINE BETWEEN SECTIONS 5 AND 8; THENCE 500 FEET WEST TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF MCARTHUR AVENUE LYING NORTH OF AND ADJACENT TO HEREIN DESCRIBED PARCEL 9, AND ALL OF LUMLEY AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 6 EXTENDED RADIALLY TO THE EAST LINE OF SAID LUMLEY AVENUE AND ALSO ALL OF ORCHARD DRIVE AS SHOWN ON SAID PLEASANT VALLEY SUBDIVISION, ALL IN MCHENRY COUNTY, ILLINOIS.

05-60-6788

EXHIBIT

PHYLLIS K. WALTERS
McHENRY COUNTY RECORDER
WOODSTOCK, ILLINOIS

EXHIBIT TO DOC. NO: 2005 R0090422

NO. OF PAGES 1

NOTES: Exhibit C

SEE MAP IN PLAT FILE

exhibit
11/03/1999

05-60-6789

EXHIBIT

PHYLLIS K. WALTERS
McHENRY COUNTY RECORDER
WOODSTOCK, ILLINOIS

EXHIBIT TO DOC. NO: 2005R0090422

NO. OF PAGES 1

NOTES: Exhibit H

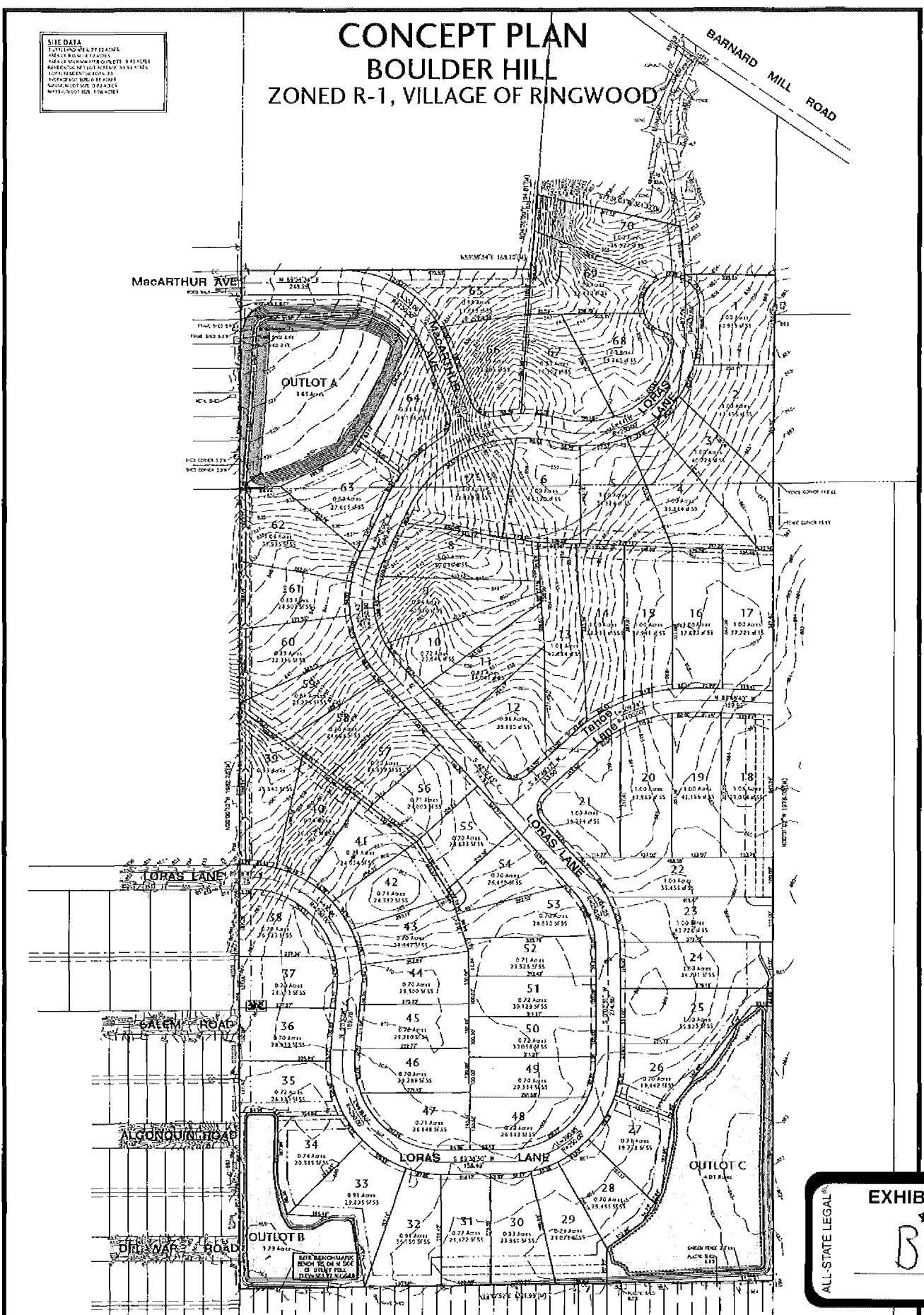
SEE MAP IN PLAT FILE

exhibit
11/03/1999

05-60-6790

SITE DATA
 TOWN OF RINGWOOD, ILL. 61873
 MAP AS SHOWN ON 1/24/2018
 REFERENCE TO THE RECORDS OF THE
 COUNTY CLERK OF MONROE COUNTY, ILL.
 SHOWS THAT THE RECORDS OF THE
 COUNTY CLERK OF MONROE COUNTY, ILL.
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 COUNTY CLERK OF MONROE COUNTY, ILL.

CONCEPT PLAN BOULDER HILL ZONED R-1, VILLAGE OF RINGWOOD



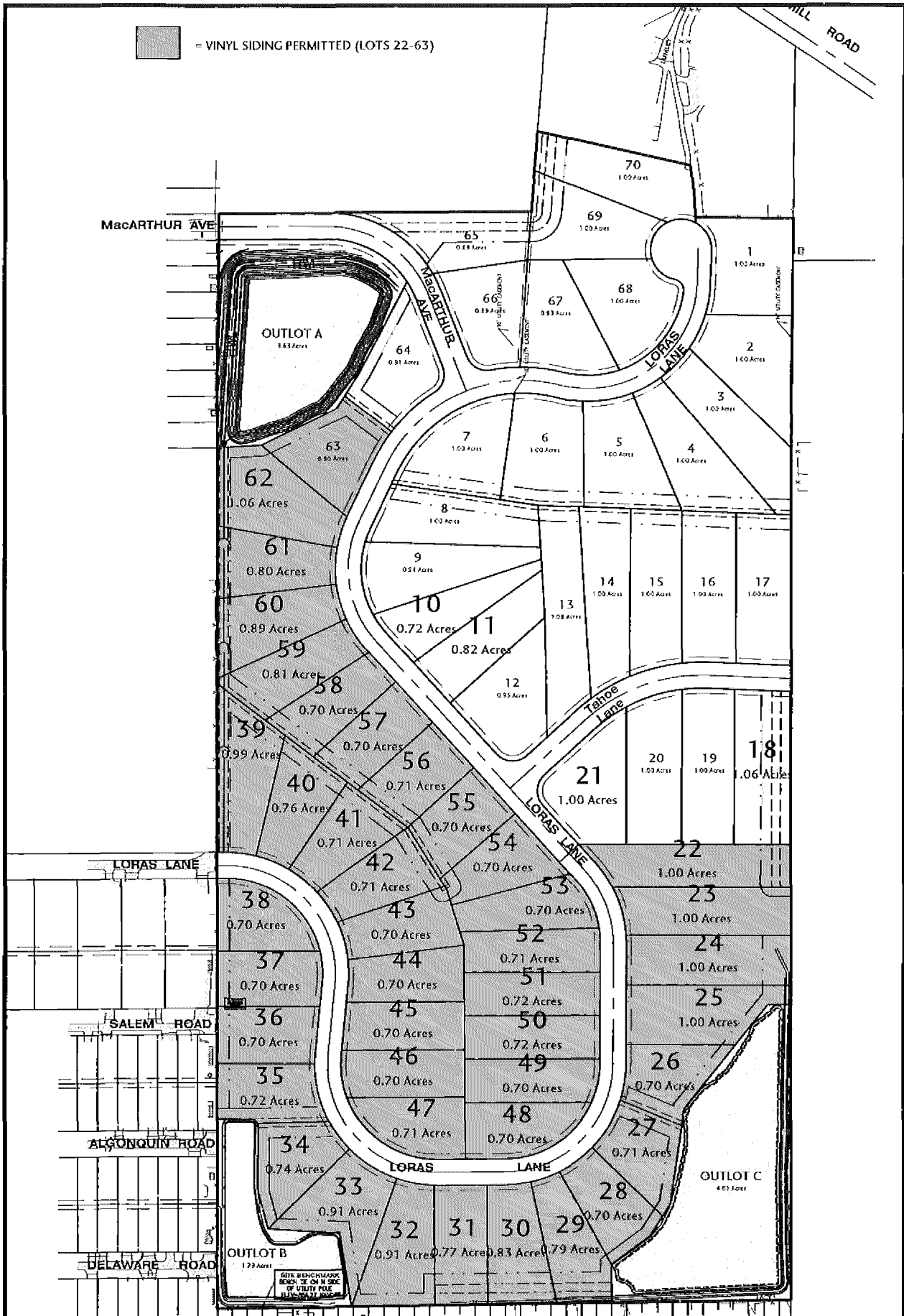
ALL-STATE LEGAL
 EXHIBIT
 * NOT
 B FINAL

NO.	DATE	DESCRIPTION	APPLICANT	DESIGNER	REVISIONS	SCALE
1	10/27/21	SUBMITTAL SHEETING	BOULDER HILL RINGWOOD, ILLINOIS	MR. ROGER GERSTAD GERSTAD BUILDERS, INC. MONROE, ILLINOIS	DATE: 10/27/21 BY: [Signature]	1" = 100'
					SCALE: 1" = 100'	
					CONCEPT PLAN	
					DATE: 10/27/21 BY: [Signature]	
					SCALE: 1" = 100'	
					CONCEPT PLAN	
					DATE: 10/27/21 BY: [Signature]	
					SCALE: 1" = 100'	
					CONCEPT PLAN	



CONCEPT & DESIGN, INC.
 1000 N. STATE ST. #100
 CHICAGO, IL 60610
 TEL: 773.226.1111
 WWW.CONCEPT-DESIGN.COM

 = VINYL SIDING PERMITTED (LOTS 22-63)



	14185 NORTH PARKWAY ROCKFORD, ILLINOIS 61072 815-225-5555	NO. 1 DATE 03-22-2019	DESCRIPTION STREET NAME SPLITTING	BOULDER HILL ROCKFORD, IL	MR. ROGER GERSTAD GERSTAD BUILDERS, INC. ROCKFORD, ILLINOIS	RECORDS 008225312	SHEETS 1 OF 1	DATE 03-22-2019
	14185 NORTH PARKWAY ROCKFORD, ILLINOIS 61072 815-225-5555					PURPOSE VINYL SIDING EXHIBIT	DRAWN JFT	CHECKED JFC

VILLAGE OF RINGWOOD

ORDINANCE NO. 2024 - 02 - 02

AN ORDINANCE AMENDING CHAPTER 3, GENERAL REQUIREMENTS,
SECTION 301, GENERAL

VILLAGE OF RINGWOOD BUILDING CODES

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
RINGWOOD THIS 21ST DAY OF FEBRUARY, 2024

Published in pamphlet form by authority
of the President and Board of Trustees of
The Village of Ringwood, McHenry County,
Illinois this 21ST day of February, 2024

Ordinance No. 2024 - 02 - 02

An Ordinance Amending Chapter 3, General Requirements, of the
Village of Ringwood International Residential Building Code

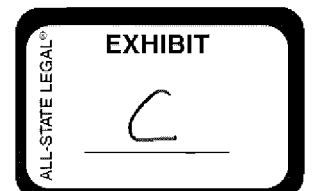
BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF RINGWOOD, ILLINOIS, as follows:

SECTION 1. Chapter 3, *General Requirements*, Section 301.0.2(1), *Exterior Design Guidelines*,
of the Village of Ringwood International Residential Building Code shall be as follows:

R301.0.2 (1) Exterior Design Guidelines:

Monotony of design for all new single-family or multiple-family residential buildings shall be prohibited. To prevent monotonous appearance, the façade and physical features that face the public street and avenue shall be significantly different architecturally from any other residential building located within 800 feet from any point along the front property line with respect to at least four of the following elements: (a) roof shape, (b) window type and arrangement, (c) exterior building material, (d) front entry treatment, (e) orientation of garage entry (front or side entry). Rear walls and side walls, unless facing a public street or avenue, will not be subject to this requirement unless the building is located on a Corner Lot.

Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes



Preliminary exterior elevations and plans may be submitted for preliminary approval prior to completion and submission of final plans for application of a building permit.

Exterior elevation designs shall have harmonious materials with a maximum of three (3) dissimilar materials. All sides of a structure shall be designed with a pleasing balance of architectural elements, features, windows or doors. A façade unrelated to the rest of the structure is not in keeping with an acceptable design.

The design of all new single family and multiple family residential buildings shall take existing site conditions into account. Foundations should be “stepped” to comply with existing contours. Changing or altering existing site contours shall be restricted to a maximum change of four feet (4) without approval of the Village Engineer.

APPROVED BUILDING MATERIALS. The following materials are approved for the exterior use in the construction of buildings and accessory structures in the Village of Ringwood:

1. Face Brick (min. 4” thickness)
2. Stone (min. 4” thickness)
3. Cedar or equivalent wood sidings
4. Stucco
5. Aluminum or vinyl materials for soffits and fascia boards and gutters and downspouts.
6. Standing seam metal roofing and canopy covers in earth-tone colors for accent only such as over entry/porch areas, bay windows, dormers, cupolas, sun/screen rooms. It is prohibited for the entire house area.
7. Wood shake shingles
8. Architectural or premium grade asphalt shingles
9. Window construction shall consist of wood frame and wood sash with aluminum or vinyl cladding on the exterior face on the sash and frame.
10. Limestone

Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes

11. Fiber-cement siding

12. Fiber-cement material for trim, freeze boards, soffits and fascia boards, provided that corner trim be a minimum of five and one quarter inches (5 1/4") wide and siding cannot protrude beyond the face of the corner trim board.

13. Louisiana Pacific (or "LP") siding

PROHIBITED BUILDING MATERIALS: The use of the following material in the construction of residential buildings or accessory structures is prohibited:

1. Concrete block
2. Precast concrete wall panels
3. Aggregate matrix panels
4. Vinyl or aluminum sidings
5. Plywood or Masonite sidings
6. Panel brick or thinnest stone veneers
7. Curtain wall construction
8. Reflective glass
9. Glazed wall tile or glazed masonry units.
10. Bright wall flashings or copings
11. Steel or other metal siding.
12. Metal wall panels
13. Exposed structural framing and miscellaneous metals
14. Staccato boards

Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes

15. Fiber-cement panel sheeting material

SECTION 2. Chapter 3, *General Requirements*, Section 301.1.4, *Architectural Design*, of the Village of Ringwood International Residential Building Code be amended so as to add the underlined text and delete the stricken through text, as follows:

301.1.4 Architectural Design:

Materials provide the visual diversity and architectural character to the neighborhood. The intent is to provide a continuity of architectural character. New single-family home construction should use materials and textures compatible to those of neighboring buildings and appropriate to the chosen architectural style to reinforce the neighborhood's image. No more than two wall materials should be visible on any exterior wall, not counting the foundation wall or piers. Limiting the number of materials focuses attention on the composition of the design.

The front façade of each new single-family home shall consist of a minimum of at least 30% brick or stone construction. Brick or stone used for exterior wall construction under no circumstances is to terminate at an outside corner and must turn the corners a minimum of 48 inches.

No exterior wall of a new single family or multiple family home shall contain more than 30 feet of unbroken linear run.

New Single and multiple family homes are to have a minimum overhang of sixteen inches. Single and multiple family home additions or alterations are to have overhangs that match existing conditions. Accessory Structures are to have a minimum overhang of twelve inches.

Each exterior façade wall (front, rear and sides) of all multiple family residential buildings is to consist of a minimum of 50% brick or stone construction.

A minimum three-car garage is required for all new single-family homes. The front façade of all three-car garages attached or detached that face the front street of the property and are not "side-yard-loaded" are to have the end bay of the garage façade stepped back or forward a minimum of 4 feet from the adjacent front garage façade bays.

Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes

All new single or multiple family homes shall have the main roof structure designed with a minimum 6/12 roof pitch calculated as six inches in rise for every 12 inches it extends horizontally. Other architectural roof elements of the structure such as roof dormers or roofs over porch areas or over windows and other design elements that project from the main structure may be designed at any roof pitch to compliment the overall architectural design of the home.

All sides of a new single-family home shall be designed with a pleasing balance of architectural elements, features, windows or doors. A façade unrelated to the rest of the structure is not in keeping with acceptable design. The Village of Ringwood reserves the right to reject any exterior design that does not blend with surrounding existing trends or design that is not consistent with good design as interpreted by the Building Official whose determination may be appealed to the Village Architect.

SECTION 3. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Village of Ringwood hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrased be declared unconstitutional.

SECTION 4. That nothing in this legislation or in the 2015 International Residential Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred.

SECTION 5. That the Village Clerk is hereby ordered and directed to cause this legislation to be published in pamphlet form by authority of the President and Board of Trustees of the Village of Ringwood, McHenry County, Illinois.

SECTION 6. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect February 21st, 2024, from and after the date of its final passage and adoption.

*Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes*

PASSED this 21st day of FEBRUARY, 2024.

AYES: Meyer, Morgan, Robel, Herdus

NAYES: None

ABSTAIN: None

ABSENT: Reinwall, Meseck

NOT VOTING: None

APPROVED THIS 21st DAY OF FEBRUARY, 2024.

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:

Susan Keener
VILLAGE CLERK

Z:\R\Ringwood\Ordinances\ThreeCarGarageBldgCodev2.docx

Ordinance No.
An Ordinance Amending the Village of Ringwood Building Codes

VILLAGE OF RINGWOOD

ORDINANCE NO. 2024 - 02 - 01

AN ORDINANCE AMENDING VILLAGE OF RINGWOOD SUBDIVISION CODE
REGARDING LANDSCAPING REQUIREMENTS

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
RINGWOOD THIS 21ST DAY OF FEBRUARY 21, 2024

Published in pamphlet form by authority
of the President and Board of Trustees of
The Village of Ringwood, McHenry County,
Illinois this 21ST day of FEBRUARY, 2024

Ordinance No. 2024 - 02 - 01
An Ordinance Amending the Village of Ringwood
Subdivision Code Regarding Landscaping Requirements

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF RINGWOOD, ILLINOIS, as follows:

SECTION 1: Section 604.7, *Signs*, of Article 6, *Design and Construction of Roads and Roadside
Drainage Facilities*, of the Village of Ringwood Subdivision Ordinance is hereby amended to add
the underlined text:

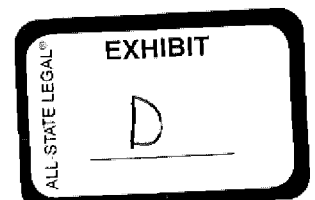
604.7 Signs: The subdivider shall furnish and erect all necessary signs, including street
signs, as designated by the Village Engineer and Village Board. Subdivision entry signs
shall be constructed of stone or brick by the Subdivider and approved as part of the
landscaping plan prepared and submitted by the Subdivider to the Village for the
subdivision. All signs shall be of a type approved by the Village Engineer and Village
Board.

SECTION 2: Section 604.10, *Landscaping*, of Article 6, *Design and Construction of Roads and
Roadside Drainage Facilities*, of the Village of Ringwood Subdivision Ordinance is amended so
as to add the underlined text and delete the stricken through text as follows

604.10 Landscaping: At the time a proposed Final Plat of Subdivision is filed with the
Clerk, the subdivider shall also submit a fully detailed landscape plan (having a scale of
1" = 10') for the Plan Commission review and Village Board of Trustees 'approval. The
plan shall show range of plant sizes, type, location and quantities of plants to be used in
each planting group, as well as material, contours, elevations, drainage provisions and all
pertinent site and architectural information (e.g. roads, intersections, buildings and
existing trees and/or shrubbery and any existing fence lines).

Ordinance No.
An Ordinance Amending the Village of Ringwood Subdivision Code

Page 1 of 4



The Subdivider shall stagger and mix trees both in species and sizes. (Ranges of size: Shrubbery 24 to 36 inches in height; deciduous trees with a minimum 3-inch caliper and at least 10 feet in height; conifer trees shall have a minimum height of 5 feet; ground cover shall be 1-gallon size and shall be planted so that complete coverage is obtained after one growing season.)

The Subdivider shall show existing trees on the landscape plan and shall protect existing hardwood trees (oak, hickory, maple, etc.) during construction.

Street trees, parks and entry sign landscaping shall be installed by the Subdivider within 12 months following the installation of the binder coat of asphalt for the subdivision roads. The Subdivider shall be responsible for completing the approved landscaping plan throughout the entire subdivision regardless as to whether such landscaping is to be installed on an individual lot, outlot or common property.

In addition to tree plantings along road frontages and intersections, the subdivider shall landscape the following: active parks, passive parks and any and all open space, bike and walking paths and greenways. Landscaping for these areas shall be included on the landscape plan.

The Subdivider shall plant the appropriate wetland plants in all detention and retention ponds that will retain water for any length of time but that will not support turf grass. The Village Engineer will make recommendations to the subdivider, Plan Commission and Village Board of Trustees for the best type of wetland plants to be used in the proposed pond.

The subdivider shall maintain all open spaces and right-of-ways (cut grass, prune trees and bushes, water as needed, etc.) until all of the landscaping has been fully established and has been accepted by the Village Board of Trustees. The subdivider shall replace all dying and dead plants and trees prior to the Village acceptance of the completed and implemented landscape plan. The landscape plan shall comply with the requirements of Appendix I list of theme plants for guidelines, as well as with the required planting instructions for trees, shrubs, groundcover, etc. These plant materials have been selected because of their traditional influence in Illinois and their desirable characteristics for the entire community.

SECTION 3: Section 604.11, *Landscaping*, of Article 6, *Design and Construction of Roads and Roadside Drainage Facilities*, of the Village of Ringwood Subdivision Ordinance is amended so as to add the underlined text and delete the stricken through text as follows

604.11 *Landscaping*: Prior to the acceptance of streets in a subdivision, all road frontages shall be planted with native trees of a hardy variety (oak, hickory, hard maple) that can withstand a street side environment. The trees, at the time of planting, shall have a trunk diameter of no less than three (3) inches. A minimum of one (1) tree per every twenty-five (25) feet shall be required. However, this does not mean that the trees must be planted twenty-five (25) feet on center. The trees shall be planted within the yard adjacent to the

Ordinance No.
An Ordinance Amending the Village of Ringwood Subdivision Code

said street right-of- way lines and not within any easement prohibiting plantings. The planting of the following species of trees on the road frontages is hereby prohibited:

Acer negundo	Box Elder
A. saccharinum	Silver Maple
Ailanthus altissima	Tree of Heaven
Betula spp.	Birch
Catalpa speciosa	Catalpa
Elacagnus spp.	Russian Olive
Ginko biloba (female)	Female Ginkgo
Macluna pomifera	Osage Orange
Malus pumila	Apple
Morus spp.	Mulberry
Populus spp.	Cottonwood, Poplar, Aspen

SECTION 4: Appendix I, *Theme Plants Suggested for Ringwood Guidelines*, of the Village of Ringwood Subdivision Ordinance is amended to add the following to the list:

Acer miyabei 'Morton '	State Street Miyabe Maple
Acer nigrum	Black Maple
Acer x freemanii	Autumn Blaze Maple
Aesculus x carnea 'Briotti'	Red Horsechestnut
Aesculus flava	Yellow Buckeye
Celtis occidentalis	Hackberry
Corylus colurna	Turkish Filbert
Fagus sylvatica	European Beech
Ginkgo biloba	Ginkgo
Gleditsia triacanthos	Honey Locust
Gymnocladus dioicus	Kentucky Coffee Tree
Magnolia x loebneir 'Merrill'	Merrill Magnolia
Malus	Flowering Crabapple
Metasequoia glyptostroboides	Dawn Redwood
Nyssa sylvatica	Black Gum (Sourgum)
Ostrya virginiana	American Hophornbeam (Ironwood)
Picea pungens	Colorado Green Spruce (screening only)
Picea omorika	Serbian Spruce
Quercus bicolor	Swamp White Oak
Quercus ellipsoidalis	Northern Pin Oak
Quercus muehlenbergii	Chinkapin Oak
Quercus rubra	Red Oak
Taxodium distichum	Bald Cypress
Thuja plicata	Western Arborvitae
Tilia tomentosa	Silver Linden

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such

judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED this 21st day of FEBRUARY, 2024.

AYES: Meyer, MORGAN, Robel, HERDUS.

NAYES: NONE

ABSTAIN: NONE

ABSENT: Reinwall, Mescock

NOT VOTING: NONE

APPROVED THIS 21st DAY OF FEBRUARY, 2024.

Richard E. Jack
VILLAGE PRESIDENT

ATTEST:

Susan M. Keener
VILLAGE CLERK

Ordinance No.
An Ordinance Amending the Village of Ringwood Subdivision Code

Page 4 of 4

**THE VILLAGE OF RINGWOOD
ORDINANCE NO. 2017-7-1**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF RINGWOOD THIS 18th day of July, 2017**

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Ringwood, McHenry County,
Illinois this 18th day of July, 2017

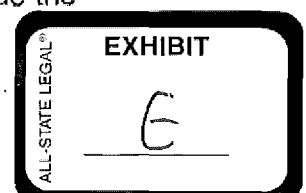
**ORDINANCE NO. 2017-7-1
AN ORDINANCE AMENDING SECTION 2-108.1 TO THE
VILLAGE OF RINGWOOD BUILDING CODE PERTAINING TO FENCES**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF RINGWOOD, ILLINOIS, AS FOLLOWS:**

Section 1. The Buildings and Construction Ordinance of the Village of Ringwood is hereby amended by adding thereto the following Section 2-108.1 relating to fences:

"Section 2-108.1. **FENCES.**

- A. Definition: The terms "principal building or structure", "front lot line", "front yard", "building line", "lot" and "street", as used in this ordinance, shall have the meanings as from time to time defined in the Village of Ringwood Zoning Ordinance.
- B. A building permit is required for all types of fences.
- C. Fences allowed. Fences in all zoning districts, A-1 (less than one acre) are allowed only in that part of the rear yard which abuts upon the rear principal building line of the Principal Building or Structure and whose area may extend from said building line to the rear lot line, provided however that such fences are prohibited in the remainder of the rear yard as depicted in Exhibit A which is attached hereto and incorporated herein by reference. Support members shall be on the side of the fence facing the property so that the finished or "good" side of the fence faces adjacent property. Fences may not impede the



flow of surface drainage. The following restrictions shall apply to solid and see-through fences.

D. **SOLID FENCE:** A fence obscuring more than fifty percent (50%) of the view through the fence.

1. A solid fence shall not exceed building lines of any lot abutting a street.
2. A solid fence shall not exceed four (4) feet in height.

E. **SEE-THROUGH FENCES:** A fence obscuring fifty percent (50%) or less of the view through the fence.

1. A see-through fence in a Residential, Estate, or Rural Residential Zoning District shall not exceed four feet (4') in height.
2. Wire and chain link fences are prohibited in residential areas.
3. The use of barbed wire, electrical fences, or masonry fences topped with broken glass is prohibited in Residential, Office, and Business Zoning districts. In Industrial Zoning Districts, the use of barbed wire is permitted in the portion of the fence exceeding eight feet (8') in height. The barbed wire must be attached to the top of the fence at a forty-five degree (45°) angle towards the interior of the property.

Section 2. Any person, firm or corporation violating any provision of this ordinance shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00) for each offense committed on each day during or on which a violation occurs or continues.

Section 3. All ordinance, or parts thereof, in conflict with the terms and provisions hereof, be and the same hereby are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall be published in pamphlet form by and under the authority of the Corporate Authorities of the Village.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed by and approved this 18th day of July, 2017

AYES: Meyer, Brewes, Bacon & Reinwald

NAYS: None

ABSTAIN: None

ABSENT: None

NOT VOTING: None

APPROVED THIS 18th day of July, 2017

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:
Veronica Gaddis-Bushro
VILLAGE CLERK

Exhibit A

Front Lot Line

Front Yard

Fences Prohibited

Side Yard

Fences Prohibited

Principal Building Structure

Side Yard

Fences Prohibited

Rear Principal Building Line

Rear Yard

Fences Prohibited

Rear Yard

Fences Allowed

Rear Yard

Fences Prohibited

Rear Lot Line

Side Lot Line

Side Lot Line

EXHIBIT A

VILLAGE OF RINGWOOD
ORDINANCE NO. 2024 - 5-07

AN ORDINANCE AMENDING SECTION 3-11, DRIVEWAYS, OF
CHAPTER 3, BUILDING CODE AND BUILDING REGULATIONS,
OF THE VILLAGE OF RINGWOOD

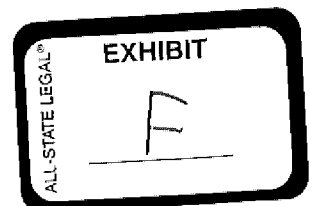
ORDINANCE OF THE VILLAGE OF RINGWOOD ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF RINGWOOD on this ____ day of May,
2024.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF RINGWOOD, ILLINOIS, as follows:

SECTION 1. Section 3-11, Driveways, of Chapter 3, Building Code and Building
Regulations, of the Village of Ringwood shall be amended by adding the underlined text as
follows:

3-11 Driveways and Culverts.

- a) Any and all construction in the Village shall include paved driveways. Any and all construction shall include construction that includes additions to a building or land or repairs on more than fifty (50) percent of a building; for such construction all existing driveways shall be paved. This includes all residential, commercial and industrial properties within the Village.
- b) All driveways entering upon new or proposed roads, existing roads or roads already accepted by the Village, Township Road District or McHenry County shall utilize culverts of a size to be determined by the Village Engineer or County Superintendent of Highways. In no event shall such culverts along new or proposed roads be less than fifteen (15) inches in diameter, less than twenty-six (26) feet long or terminate less than two (2) feet from any side yard lot line. In existing subdivisions, the size of a driveway culvert shall be determined by the Village Engineer but in no case shall it be less than twelve (12) inches in diameter, less than twenty-six (26) feet long or terminate less than two (2) feet from any side yard lot line.
- c) Driveways shall be completed within one year after the date of issuance of a Residential Building Permit.
- d) New Driveways (not replacement or temporary).
 1. Every residence shall have a driveway at least 12 feet in width of paver brick, asphalt or concrete construction connecting the garage with the adjoining public road. Driveway aprons shall not exceed 24 feet at the right of way line or 25 feet at the edge of pavement. Only HMA is allowed within three feet of the edge of pavement. All driveways servicing garages shall be designed, constructed and maintained in such a manner as to prevent surface water drainage from entering into the garage.



2. No final certificate of occupancy shall be issued until such driveway is completed. Driveways shall be installed so that they will not interfere with drainage.
3. Concrete driveways shall be a minimum of 6 inches thick All exterior concrete slabs on grade shall be reinforced with a minimum of 6 inch by 6 inch by 10 gauge welded wire mesh reinforcement over 4 inches (102 mm) of CA-6 compacted gravel base.
4. Asphalt driveways shall be a minimum of 2 1/2 inches of compacted asphalt paving required over a compacted CA-6 gravel base of 8 inches minimum.
5. Paver Brick Driveways shall be installed per manufacturers recommendations over a minimum of 1 inch bedding of sand over 8 inches of a compacted CA-6 gravel base.

e) Culverts and/or Drainage Ditches.

1. Whenever a driveway cannot be installed without obstructing the free flow of surface water drainage in the right-of-way, the owner of the premises served by such driveway shall install a culvert to facilitate such drainage. The Village Engineer shall determine the necessity for, and the proper placement of, such culvert. Owner shall furnish the Village with a topographical survey of the property for this purpose.
2. The driveway culvert shall be made of CMP or RCP and shall possess the following minimum specifications:
 - a. Culvert Pipe shall be installed prior to the start of construction.
 - b. Diameter: Minimum diameter shall be 15 inches with a minimum of 4 inch bedding and a minimum of 8 inches) cover of gravel over the pipe.
 - c. Length: Culvert Pipes shall have the cross slope over the culvert no greater four to one (4:1) unless approved headwall is used.
 - d. Culverts greater than or equal to 18" diameter shall have flared ends.

f) Temporary Driveways (New Construction Residencies).

1. A minimum of 6 inches of CA-6 aggregate shall be installed in the driveway prior to the beginning of construction to be used as a temporary construction entrance. Whenever a temporary driveway cannot be installed without obstructing the free flow of surface water drainage in the right-of-way, the owner of the premises served by such driveway shall install a culvert to facilitate such drainage.

SECTION 2. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall be in full force and effect 30 days following its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED THIS 20th DAY OF May, 2024.

AYES: Meyer, Morgan, Robel, Herdus
Reinwall, Mesdek

NAYES: None

ABSTAIN: None

ABSENT: None

NOT VOTING: None

APPROVED THIS 20th DAY OF May, 2024.

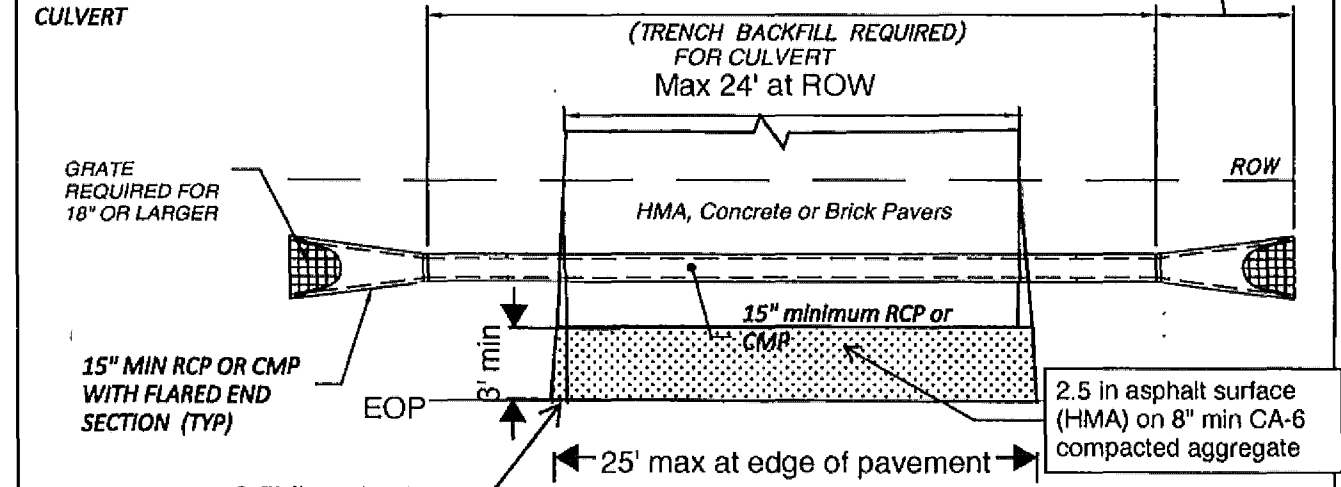
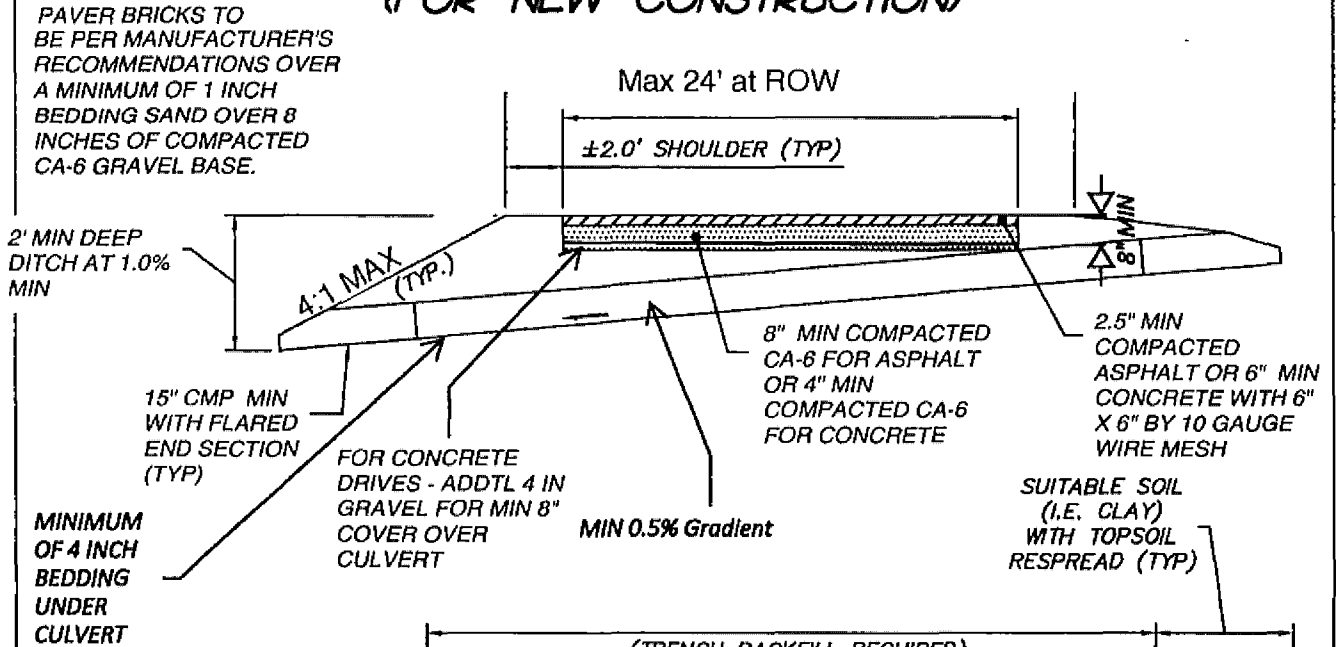
Richard E. Mack
President Rick Mack

(SEAL)
ATTEST: Elaine Fung
Village Clerk Elaine Fung



RESIDENTIAL DRIVEWAY & CULVERT DETAIL (FOR NEW CONSTRUCTION)

MIN RESIDENTIAL DRIVEWAY
WIDTH IS 12'.



NOTES:

- * PIPE BEDDING MATERIAL SHALL BE CA-7
- * BACKFILL WITHIN 2' OF EDGE OF PAVEMENT SHALL BE CA-7 OR CA-6
- * GRADING TO BE ADJUSTED TO ACCOMMODATE PIPE LENGTH. IF DITCH IS TOO DEEP TO ACHIEVE 4:1 SLOPES, THEN EXTEND CULVERT.
- * WHEN BACKFILLING THE FLARED END SECTION, BACKFILL WITH SUITABLE MATERIAL AND TOPSOIL FOR LANDSCAPING
- * 15" CULVERT IS MINIMUM. SIZE TO BE APPROVED BY VILLAGE ENGINEER PER DESIGN ENGINEER RECOMMENDATIONS OR SUBDIVISION DESIGNER. CULVERTS LARGER THAN 15 INCHES SHALL BE EVALUATED FOR ROCK RIP RAP SIZING/LENGTH.

VILLAGE OF RINGWOOD	REVISIONS		
	NO.	BY	DATE
		CMC	05/09/24

**RESIDENTIAL
DRIVEWAY AND CULVERT
DETAIL**

VILLAGE OF RINGWOOD
ORDINANCE NO. 2024 - 5 - 08

**AN ORDINANCE AMENDING ARTICLE SIX, DESIGN AND CONSTRUCTION
OF ROADS AND ROADSIDE DRAINAGE FACILITIES, OF THE
VILLAGE OF RINGWOOD SUBDIVISION ORDINANCE**

ORDINANCE OF THE VILLAGE OF RINGWOOD ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RINGWOOD on this 20th day of MAY, 2024.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RINGWOOD, ILLINOIS as follows:

SECTION 1: Subsection 607.3 of Section 607 entitled *Roads – Construction, Maintenance and Acceptance by Village*, of the Village of Ringwood Subdivision Ordinance is hereby amended to add the underlined text and to delete the stricken through text:

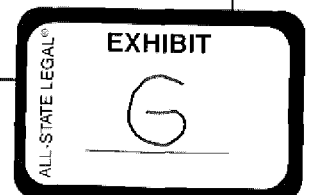
607.3 Bituminous surface course shall not be installed until the Subdivider has milled and patched the binder course aka base course to the satisfaction of the Village Engineer. Bituminous surface course shall not be installed without tack coat. The installation of the roadway bituminous surface course shall not be commenced until the earlier of: (a) the construction of all public subdivision improvements except the surface course have been completed by the Village and building occupancy permits have been issued to 85% of the subdivision lots; or (b) ten (10) years from approval of the final plat. Only under extreme conditions may a letter of credit be extended. Any extension must first be approved by the Board of Trustees. It shall be the obligation of the Subdivider to request such an extension in a timely manner.

SECTION 2: Subsection 607.5 of Section 607 entitled *Roads – Construction, Maintenance and Acceptance by Village*, of the Village of Ringwood Subdivision Ordinance is hereby amended to read as follows:

607.5 Subdivision roads will not be recommended for acceptance to the Board of Trustees by the Village Engineer until all construction detailed in the plans has been completed with the exception of the bituminous surface course per 607.3. It is the responsibility of the Subdivider to consult with the Village Engineer to afford the Village Engineer an opportunity to inspect the work as construction progresses. The installation of the bituminous surface course cannot begin without meeting requirements of 607.3.

SECTION 3: The entries for “Subbase”, “Base Course”, Surface Course” and “Width of Shoulder” for Residential Streets and Major Residential Streets in the Schedule of Minimum Design Requirements for Subdivision Roads in the Village of Ringwood in Subsection 609 of Section 607 entitled *Roads – Construction, Maintenance and Acceptance by Village*, of the Village of Ringwood Subdivision Ordinance is hereby amended to read as follows:

	Residential Streets (See Exhibit A)	Major Residential Streets	Business and Industrial Access Streets
Subbase	28 feet wide/12” inch aggregate base Type B compacted (except at intersections where concrete shoulder is required in which case subbase will be 30 feet wide)	33 feet wide/12” inch aggregate base Type B compacted (except at intersections where concrete shoulder is required in which case subbase will be 35 feet wide)	No revisions proposed.



Base Course	24 feet wide/4-inch HMA Base Course (aka Binder and BAM) (Increases to 6 inches at shoulder from 7' from CL at intersections where concrete shoulder is required)	31 feet wide/4-inch HMA base course (aka Binder and BAM) (Increases to 6 inches at shoulder from 7' from CL at intersections where concrete shoulder is required)	No revisions proposed.
Surface Course	2.0 inches minimum HMA Mix D N50 Surface Course, 24 ft. wide	2.0 inches minimum HMA Mix D N50 Surface Course, 31 ft. wide	No revisions proposed.
Width of Shoulder	24 inches CA-6 aggregate with 2-inch topsoil at 4% or, when conc shoulder is required at intersections, 24 inches PCC (Special) two feet from and integral to surface course at 4%	24 inches CA-6 aggregate with 2-inch topsoil at 4% or, when conc shoulder is required at intersections, 24 inches PCC (Special) two feet from and integral to surface course at 4%	No revisions proposed.

SECTION 4: Exhibit A is hereby amended as attached.

SECTION 5: Section 1000. Installation of Subdivision Improvements Prior to Final Plat Approval shall be removed from the subdivision ordinance.

SECTION 6: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED THIS 20th DAY OF May, 2024.

AYES: Meyer, Morgan, Rebel, Herdus, Herdus, Reinwall, Mesak

NAYES: None

ABSTAIN: None

ABSENT: None

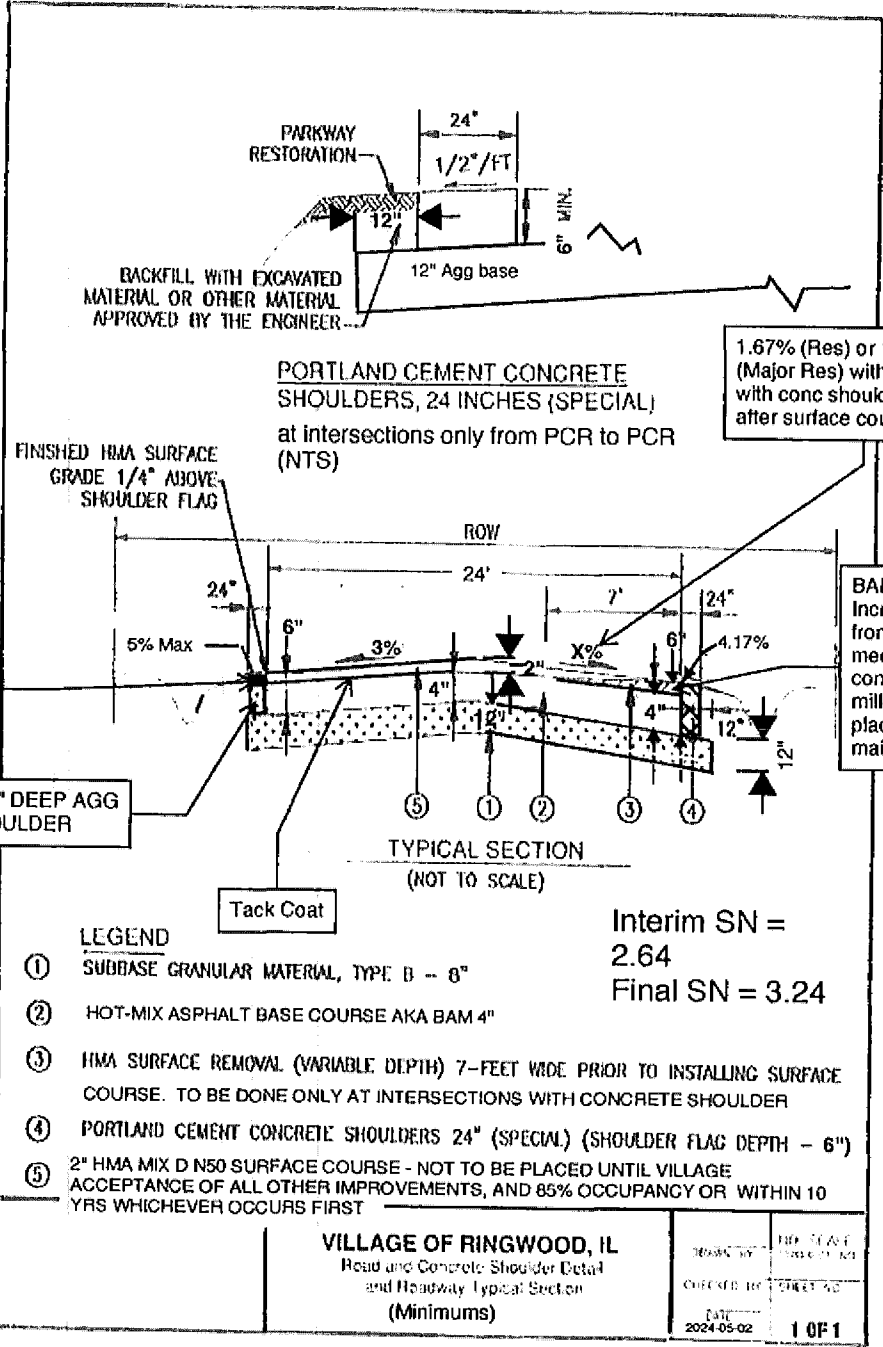
NOT VOTING: None

APPROVED THIS 20th DAY OF May, 2024.

Richard E. Mack
President Rick Mack

(SEAL)
ATTEST: Elaine Fung
Village Clerk Elaine Fung

SEAL
MAY 20 2024



2" MIN TOPSOIL WITH SEED/HYDROMULCH UPON SURFACE COURSE PLACEMENT

2' WIDE 4" DEEP AGG CA-6 SHOULDER

1.67% (Res) or 1.97% (Major Res) with BAM only with conc shoulders. 3% after surface course.

BAM needs to be 6" at edges. Increase BAM from 4" starting 7' from edge of pavement to 6" to meet ultimate elevation with concrete shoulders. Wedge to be milled prior to surface course placement. 4" BAM to be maintained.

LEGEND

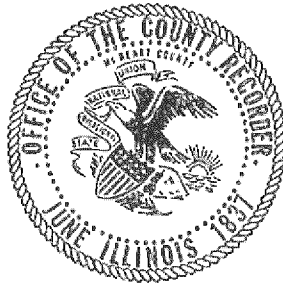
- ① SUBBASE GRANULAR MATERIAL, TYPE B - 8"
- ② HOT-MIX ASPHALT BASE COURSE AKA BAM 4"
- ③ HMA SURFACE REMOVAL (VARIABLE DEPTH) 7- FEET WIDE PRIOR TO INSTALLING SURFACE COURSE. TO BE DONE ONLY AT INTERSECTIONS WITH CONCRETE SHOULDER
- ④ PORTLAND CEMENT CONCRETE SHOULDERS 24" (SPECIAL) (SHOULDER FLAG DEPTH - 6")
- ⑤ 2" HMA MIX D N50 SURFACE COURSE - NOT TO BE PLACED UNTIL VILLAGE ACCEPTANCE OF ALL OTHER IMPROVEMENTS, AND 85% OCCUPANCY OR WITHIN 10 YRS WHICHEVER OCCURS FIRST

Interim SN = 2.64
Final SN = 3.24

VILLAGE OF RINGWOOD, IL
Road and Concrete Shoulder Detail
and Roadway Typical Section
(Minimums)

DESIGNED BY	DATE
CHECKED BY	DATE
DATE	1 OF 1

EXHIBIT A



Rental Housing Support Program (RHSP) State Surcharge Exemption Declaration

Illinois law (55 ILCS 5/3-5018) requires that the Recorder collect a Rental Housing Support Program State surcharge for the recordation of any real estate-related document unless the entity recording the document is any State agency, any unit of local government or any school district.

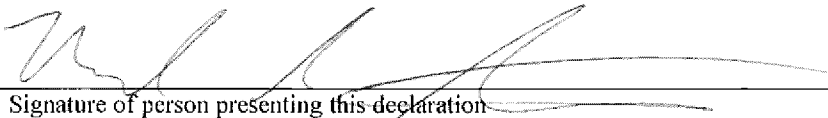
By checking this box and affixing my signature below, I hereby claim that the entity recording this document is a State agency, a unit of local government or a school district and thus claiming to be exempt from the Rental Housing Support Program State surcharge.

Village of Ringwood

Name of State agency, unit of local government or school district recording this document (Please Print)

Brad S. Stewart

Name of person presenting this declaration (Please Print)



Signature of person presenting this declaration

1/20/2025

Date

RECORDER'S OFFICE STAFF: Place this form at the end of the document. Do not charge for this form