

EXHIBIT “B”

A PLAN DESCRIPTION FOR REDWOOD OF AURORA
LOCATED ALONG W. INDIAN TRAIL EAST OF N. RANDALL ROAD
CONSISTING OF 34.8 ACRES

A Plan Description for the property at the located north of W. Indian Trail and east of N. Randall Road with R-4(C) Two Family Dwelling District with a Conditional Use Planned Development for the Redwood Aurora Development Pursuant to Article VI of Chapter 34 and Section 104.3-4 of Chapter 49 (Zoning Ordinance) of the Code of Ordinances, City of Aurora.

I. QUALIFYING STATEMENTS

A. PURPOSE

This Conditional Use Planned Development has evolved to assist the Aurora Planning and Zoning Commission and City Council in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

Developer shall mean the person(s) or entity who brings the Subject Property described herein to a more complete, complex, or desirable state.

Owner shall mean the person(s) or entity who is described as the legal owner of record of the Subject Property described herein.

For the purposes of this document, Developer and Owner shall be one and the same and held equally accountable for all requirements within this Plan Description.

B. INTENT

This Plan Description has been prepared pursuant to the requirements of Sec. 34-602 of Chapter 34 Code of Ordinance, City of Aurora. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the Comprehensive Plan. These policies include:

- 11.1(5) To guide and promote development to areas where public utilities, public roads and municipal services are either available or planned.
- 11.1(3) To encourage new development contiguous to existing development.
- 12.1(3) To encourage residential development in close proximity to places of work, shopping and recreation
- 12.1(6) To promote the buffering of low density residential areas from high intensity uses with higher density residential when appropriate.
- 20.0 To insure the provision of decent housing and a quality living environment for every resident of Aurora
- 21.1(2) To promote a wide variety of housing types
- 22.1(1) To achieve appropriate zoning protection for residential areas designated in the land use plan.

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 34.8 acres lying north of W. Indian Trail and east of N. Randall Road. The property is currently vacant. The property lies within the West Aurora School District #129 boundaries. The property is currently zoned R-2(C) One Family Dwelling District with a Conditional Use. The City of Aurora Comprehensive Plan designates the Subject Property as Low Density Residential.

2. Surrounding Property

North: The surrounding property to the north is zoned R-1(C) One Family Dwelling District with a Conditional Use, with a one-family dwelling (1110) use, and the City of Aurora Comprehensive Plan designates the property as Low Density Residential.

South: The surrounding property to the south is zoned R-1 One Family Dwelling District, with a utility use, and R-5 Multiple-Family Dwelling District, with a multi-family dwelling (1140) use, and the City of Aurora Comprehensive Plan designates the property as Utilities and Medium Density Residential.

East: The surrounding property to the east is zoned R1(C) One Family Dwelling District with a Conditional Use, with a one-family dwelling (1110) use, and the City of Aurora Comprehensive Plan designates the property as Low Density Residential.

West: The surrounding property to the west is zoned B-2 Business District – General Retail with a Retail sales or service, with a drive through (2110) use, and R-1 One Family Dwelling District with a one-family dwelling (1110) use, and the City of Aurora Comprehensive Plan designates the property as Commercial and Low Density Residential.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

The Subject Property shall be one zoning parcel(s) as legally described on Attachment "A", and generally depicted on Attachment "B".

Development of the zoning parcel shall be regulated as follows:

1. Parcel A – R-4A(C) Two-Family Dwelling District

1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A contains approximately 34.8 acres. Upon approval of this document, said property shall be

designated as R-4A(C) Two-Family Dwelling District Zoning, with a Conditional Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 107.9 titled Two-Family Dwelling District.

1.2. Statement of Intent

The R-4A Two-Family Dwelling District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel is intended to be developed as a single-family attached, one-story apartment townhomes. Access to the property will be from W. Indian Trail.

1.3 Use Regulations

This property shall be limited to those uses permitted in the R-4A Two-Family Dwelling District, Section 107.9-4 and single-family rental ROW Dwelling Units.

1.4 Bulk Restrictions

This property shall be subject to the Bulk Restrictions in the R-4A Two-Family Dwelling District, Section 107.9-5, and Section 49-105 with the following modifications:

- a. Maximum Lot Area Coverage by Buildings and Structures – sixty percent (60%) of the area of the zoning lot (not including public right-of-way).
- b. Minimum Neighborhood setbacks to buildings from the property line, if not located along a public right-of-way, shall be 30 feet, except setback to City-owned utility parcels can be 20 feet.
- c. Minimum setbacks from the public right-of-way:
Front – 25
Side – 20
Rear – 40
- d. Minimum setbacks from private streets, measured from edge of private street or edge of sidewalk, whichever is closer to the building, unless sidewalk does not touch private street then measured from edge of private street
Front – 22 (front-loaded garage buildings)
Front – 20 (rear-loaded garage buildings)
Side – 20
Rear – 22
- e. Minimum separations between buildings:
Front to Rear – 80
Front to Side – 50

Side to Side – 20

Additional Minimum separations between “**Rear-loaded Garage**” buildings (meaning the garage is located on the opposite side as the front door):

Rear to Side – 60

Rear to Rear – 60 (driveway access area)

Front to Front – there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Additional Minimum separations between “**Front-loaded Garage**” buildings (meaning the garage is located on the same side as the front door):

Rear to Side – 30

Rear to Rear – there shall be a minimum separation of 45 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 45 feet.

Front to Front – 60

- f. Maximum Density shall not exceed 5.57 dwelling units per acre.
- g. Permitted Obstructions in Required Setback Areas
Obstructions in required setback areas shall be pursuant to Section 105.9 “Obstructions” of the Zoning Ordinance with the following exception:

Front Yard – Covered or uncovered porches may encroach up to five (5) feet into a required front yard for rear-loaded garage buildings.
- h. Maximum Height – The maximum height of structures shall be 35 feet.
- i. Maximum floor Area Ratio – 1.0
- j. Maximum units per buildings – 6
- k. Minimum floor area per dwelling unit:
900 sq.ft. – one story
- l. All parking and loading shall be pursuant to Section 105.13., “Off-Street Parking and Loading” of the Zoning Ordinance. Minimum parking – 2.0 enclosed garage spaces and 2.0 driveway spaces per dwelling unit and 75 off-street guest parking spaces.

B. BUILDING, STRUCTURES AND SIGNAGE

1. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
2. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials, orientation and presentation from the public street and the use of architectural elements.
3. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements matching the building. The signage on the property shall be subject to Chapter 41 of the Code of Ordinances, City of Aurora, titled Sign Ordinance, and the Special Sign District Regulations attached hereto as Exhibit "C".

C. PUBLIC AND PRIVATE IMPROVEMENTS

1. The installation of street trees and landscaping shall be a condition of the issuance of a Certificate of Occupancy and shall not be included in the security required under Subdivision Code 43-55(a)3.
2. At the entrance, a minimum twenty-five foot (25') line of sight easement restricting no plantings, signage, etc. should be granted on the Final Plat.
3. Parcel A shall be developed with private streets. The private streets shall be owned by the developer. The streets shall be concrete and established with a cross-section of twenty-two feet (22') edge to edge, except for one private alley that will be twenty feet (20') edge to edge. A four foot (4') private concrete sidewalk shall be constructed on one side of the streets. Developer will install the required improvements for all the internal streets necessary for the development of Parcel A as depicted on the preliminary plat and plan.
4. As depicted on the preliminary plan, private four foot (4') concrete paths will be installed by the Developer around the two stormwater detention facilities abutting W. Indian Trail Road, connecting the public bike path along W. Indian Trail to the private internal concrete sidewalks. Another four foot (4') concrete path will be installed by the Developer around the two central stormwater detention facilities.
5. An area as identified on the preliminary plan will be set aside and developed by the Developer for a private park.
6. All storm sewer and detention basins will be owned and maintained by the Developer.

D. OWNER/DEVELOPER RESPONSIBILITY

1. The Owner agrees to cooperate with the City and irrevocably consents and waives any subsequent objection to the City's establishment of one or more special service areas for the Subject Property. The City shall promptly commence the process to establish said special service area upon the submittal of a final plat of subdivision for said Parcel.
 - a. The Parties intend and agree that any special service area established pursuant to this paragraph shall remain "dormant" so long as the Owner or its successors in interest are adequately providing the "Special Services" for which the City may levy a tax within a special service area.
 - b. The City may levy a tax within a special service area established under this paragraph to pay the costs of the following Special Services if, and only if, not satisfied by the responsible private party:
 - i. To provide for payment of costs associated with the maintenance and repair of private stormwater management facilities required by the City and the Kane County Stormwater Ordinance Upon the Subject Property; or
 - ii. To provide for payment of the costs associated with the maintenance and repair of outdoor common areas and associated landscaping, pedestrian paths, and private roadways, but expressly excluding the clubhouse and private recreational improvements.
 - c. Prior to levying any tax within a dormant special service area, the City shall send notice to the applicable property owners within the special service area. The notice shall specify the improvements not maintained and shall provide a reasonable opportunity to be heard prior to the levy of any tax.
 - d. Upon establishment of a special service area, the owner of the property for which the special service area was formed shall reimburse the City for its actual expenses incurred in establishing the special service area.
 - e. Provided that the City has timely commenced the process to establish a special service area the City may withhold issuance of residential occupancy permits (not model home occupancy permits) for a Parcel if the Owner of said Parcel fails or refuses to comply with the provisions of this paragraph. If an SSA contemplated under this paragraph cannot reasonably be established prior the issuance of an occupancy permit, the City shall issue a temporary occupancy permit on the condition that the applicant for occupancy, and where applicable, the homeowner or tenant who intends to occupy the property at issue, execute a written consent and irrevocable waiver of objection to the SSA provided that the City diligently pursues formation of the SSA. In the event a temporary occupancy is issued under the provision of this paragraph the City shall issue a final occupancy permit, without additional charge, upon formation of the SSA.
 - f. Nothing in this paragraph shall impose a duty upon the City to maintain or accept responsibility for the maintenance of any private road (inclusive of curb, gutter, sidewalk, landscaping, storm sewer, street lighting or similar

associated "right-of-way" improvements) developed on a Parcel that is part of the Subject Property. The parties hereby agree that the ownership, operation, maintenance, repair and replacement of private roads constructed upon a Parcel that is part of the Subject Property shall be the responsibility of the Owner of said Parcel.

- g. Nothing in this paragraph shall prevent the City from establishing or permitting a county to establish special service areas other than those contemplated by this paragraph in accordance with the Special Service Area Tax Law that include all or portions of the Subject Property. Nothing in this paragraph shall impair the right of any person to object to the formation of a special service area, other than one contemplated by this paragraph, in the manner authorized by law.
2. Redwood USA LLC, an Ohio limited liability company ("Redwood") and the City of Aurora (the "City") acknowledge and agree that Redwood through one or more entities that will be owned by, controlled by or under common control with Redwood (each, an "Owner Entity") will develop a single-story multi-family apartment development on the Property (the "Project"). Redwood and the City acknowledge and agree that the Property may be subdivided into up to two (2) separate parcels (each, a "Phase Parcel") as part of Redwood's customary phasing process for its Project, and the City acknowledges that each Phase Parcel will be owned by a separate Owner Entity. Redwood, on behalf of each Owner Entity, and the City acknowledge and agree that each Owner Entity will not further subdivide its respective Phase Parcel, whether by plat, condominium, or other form of division, except for subdivision to facilitate transfers of any portion of such Phase Parcel which may be necessary, desired or required for easements, utilities, rights-of-way or otherwise for such Phase Owner's intended development of the Project. Further, Redwood, on behalf of each Owner Entity, agrees that each Owner Entity will not transfer or convey its respective Phase Parcel unless one of the following conditions are satisfied: (i) such transferee is an affiliate of, controlled by or under common control with Redwood or an Owner Entity, or (ii) such transferee is, or contemporaneously with such transfer, will be, the owner of the other Phase Parcel, or (iii) such transferee is an affiliate of, controlled by or under common control with the owner of, or the entity or person that contemporaneously with such transfer, will be the owner of, the other Phase Parcel. Notwithstanding anything to the contrary, each Owner Entity may from time to time and at any time grant one or more mortgages, deeds of trust or other liens on its respective Phase Parcel or any portion thereof as such Owner Entity deems necessary or appropriate (each, a "Monetary Lien" and each holder of such Monetary Lien, a "Lien Holder"), and nothing in this agreement will restrict or in any way prohibit (w) the transfer of all or part of Property to a Lien Holder or a designee or assignee of such Lien Holder resulting from any foreclosure or acceptance of a deed in lieu of foreclosure, (x) any transfer of all or any part of the Property to Lien Holder or a designee or assignee arising out of any other form of foreclosure, enforcement action or other means of realization of the collateral by such Lien Holder, (y) the transfer of all or any part of the Property to an unrelated third-party that acquires

the Property or any portion thereof at a foreclosure sale, auction or other means undertaken by a Lien Holder for the realization of such Lien Holder's collateral, or (z) any transfer of all or any part of the Property by any person or entity that acquires the Property or any portion thereof pursuant to clauses (w), (x) or (y) to any to any other person or entity without restriction of any kind.

3. Redwood, on behalf of each Owner Entity and their respective, successors, assignees and nominees, agrees to operate and maintain the Project on the Property substantially in compliance with all applicable governmental laws, rules, regulations, and ordinances.
4. Redwood USA LLC, an Ohio limited liability company ("Redwood") agrees to the following regarding maintenance:

On-Going Maintenance Specifications. After the initial landscaping installation period, Redwood will maintain the landscaping in the Neighborhood in a neat, healthy condition in accordance with the following "Specifications." The parties acknowledge that weather or growth (each a "Special Condition") may necessitate some flexibility in executing the Specifications. Some examples of Special Conditions include but are not limited to: new sod may require growth to 8 inches before a first mow; or, excessive rain may encourage grass to grow to a height greater than 4" before it is mowed; or, a continuous snow event may result in snow depth greater than 2" before plow.

Snow Removal

- Remove snow from drive aisles, driveways, common sidewalks, and walkways from drive to home upon the accumulation of approximately 2 inches of snow in those areas.
- Salt/deice after snow removal or when roads are slippery due to ice, sleet, or re-freeze.

Mowing

- Mow lawn areas to maintain an optimum lawn height of 3" to 4". General mowing practice is to remove no more than 1/3 of the plant leaf at any given cut.
- String trim to the same height as mowing along all buildings, privacy fences, plant beds, ponds.
- Power edge lawns along sidewalks, driveways, and concrete areas to maintain manicured edge.

Landscaping

- Utilize a program with its landscapers to ensure that all trees on site remain healthy.
- Remove weeds from all plant beds and around all entry signs.
- Maintain mulch and stone beds.

- Maintenance trimming and pruning shall be performed according to industry standards, plant type and design with an intent to shape new growth and remove dead branches.
- Fertilize/herbicide lawn areas to provide thick, healthy, green turf throughout the Neighborhood.

E. MODEL HOMES AND SALES/LEASING TRAILERS, CONSTRUCTION TRAILERS

1. Model Homes

Residential Model Unit(s) shall be permitted. At the Developer's sole risk the Developer may construct, maintain and occupy up to one (1) model building subject to the following:

- Permits for model units will not be issued until a final plat is approved containing the model unit area;
- Tested and approved water with sufficient fire hydrant coverage for the model homes (subject to the review of the Fire Marshal), gravel street, street signs, and stormwater detention with a functioning overland flood route from the model home area to the detention facility, and a secondary access, gravel surface roadway for construction, emergency and inspection vehicles shall be provided prior to model permit issuance.
- Sanitary and water services do not need to be provided until approval of residential occupancy.
- Model homes may also be used as a sales office.

2. Sales/Leasing and Construction Trailer

Sales/Leasing and Construction Trailer(s) shall be permitted. At the Developer's sole risk the Developer may install, maintain and occupy up to one (1) trailer subject to the following:

- Upon preliminary plan approval for the Subject Property and in advance of final engineering, final plat approval and the construction of sanitary, storm sewer, storm water detention facilities, water main, streets, curbs and gutters, the Developer shall be permitted to set temporary construction office, storage and sales/leasing trailers on the site. Approval for placement of trailers shall be subject only to staff review, which includes meeting the requirements of the City of Aurora Stormwater Ordinance. Planning and Zoning Commission or City Council approval shall not be required.
- Installation of sanitary sewer and public water shall not be a condition to the issuance of permits for construction, storage and sales/leasing trailers;
- Sales/Leasing Trailers shall be removed at such time as the

- Developer receives occupancy permits for the Sales/Model homes;
- d. The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways.
 - e. The Developer, upon approval of the City Engineer may construct temporary parking facilities, haul roads, and other pertinent facilities in advance of receipt of approved formal permits applicable to any parcel. The City Engineer's approval shall not be unreasonably withheld.
 - f. Construction and storage trailers shall be removed within sixty (60) days following the completion of construction activity on the affected parcel.
 - g. All references to trailers in this Section shall be as that term is defined in the Zoning Ordinance. All such trailers shall be maintained in a neat and orderly manner. The Developer shall maintain and repair any and all temporary facilities

IV. GENERAL PROVISIONS

A. PLAN DESCRIPTION DOCUMENT

1. All current codes and ordinances of the City in effect at the time of the development shall govern except where expressly stated within this Plan Description document to the contrary.
2. Amendments to this Plan Description document shall be subject to the process set forth in the Code of Ordinances, City of Aurora. Public notice shall be provided in accordance with said section and, to all current owners of property subject to this Plan Description.
3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision.

V. LIST OF ATTACHMENTS

EXHIBIT "A" - LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

EXHIBIT "B" – MAP OF DEVELOPMENT PARCELS

EXHIBIT "C" – SPECIAL SIGN DISTRICT REGULATIONS

EXHIBIT "A"
LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

PARCEL A

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF RANDALL ROAD ESTATES, AS THE SAME IS SHOWN BY A PLAT RECORDED IN PLAT BOOK 29 AT PAGE 39 OF THE RECORDS OF THE RECORDER OF KANE COUNTY, ILLINOIS, FOR THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 01 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID RANDALL ROAD ESTATES, 877.41 FEET TO A POINT ON THE EAST LINE OF LOT 12 OF SAID RANDALL ROAD ESTATES, SAID POINT BEING EQIDISTANT FROM THE NORTHEAST AND SOUTHEAST CORNERS OF SAID LOT 12; THENCE NORTH 89 DEGREES 14 MINUTES 18 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1520.75 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 AND 740.97 FEET NORMALLY DISTANT WESTERLY THEREFROM; THENCE SOUTH 0 DEGREES 00 MINUTES 07 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 1094.92 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 14 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 1143.4 FEET TO THE EAST LINE OF PROPERTY OWNED BY THE CITY OF AURORA; THENCE NORTH 0 DEGREES 01 MINUTES 12 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 AND ALONG THE EAST LINE OF THE PROPERTY OWNED BY THE CITY OF AURORA 217.7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 89 DEGREES 14 MINUTES 18 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, BEING ALSO ALONG THE NORTH LINE OF THE PROPERTY OWNED BY THE CITY OF AURORA AND ALONG THE NORTH LINE OF PROPERTY OWNED BY THE COMMONWEALTH EDISON COMPANY 377.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART CONVEYED TO THE CITY OF AURORA BY DEED RECORDED AS DOCUMENT 2012K070053 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF RANDALL ROAD ESTATES; THENCE SOUTHERLY ALONG THE EAST LINE OF RANDALL ROAD ESTATES EXTENDED TO THE SOUTH LINE OF SECTION 8 THENCE EASTERLY ALONG SAID SOUTH LINE OF SECTION 8 A DISTANCE OF 177.00 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF COMMONWEALTH

EDISON COMPANY PROPERTY A DISTANCE OF 217.70 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED COURSE 35.00 FEET; THENCE EASTERLY ALONG A LINE WHICH IS PARALLEL WITH SAID SOUTH LINE OF SECTION 8 A DISTANCE OF 220.00 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID EAST LINE OF COMMONWEALTH EDISON COMPANY PROPERTY 202.70 FEET TO THE NORTH LINE OF INDIAN TRAIL ROAD; THENCE WESTERLY ALONG SAID NORTH LINE OF INDIAN TRAIL ROAD AND PARALLEL WITH SAID SOUTH LINE OF SECTION 8 A DISTANCE OF 20.00 FEET TO A POINT THAT IS 200.00 FEET EAST OF THE EAST LINE OF SAID COMMONWEALTH EDISON COMPANY PROPERTY, AS MEASURED ALONG SAID NORTH LINE OF INDIAN TRAIL ROAD; THENCE NORTHERLY AND PARALLEL WITH SAID EAST LINE OF COMMONWEALTH EDISON COMPANY PROPERTY 167.70 FEET; THENCE WESTERLY AND PARALLEL WITH SAID SOUTH LINE OF SECTION 8 A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

ALSO EXCEPTING FROM SAID PARCELS 1 AND 2 THAT PART DEDICATED TO THE CITY OF AURORA BY DEDICATION RECORDED FEBRUARY 11, 2003 AS DOOCUMENT 2003K026503

EXHIBIT "B"
MAP OF DEVELOPMENT PARCELS

Location Map (1:3,000):

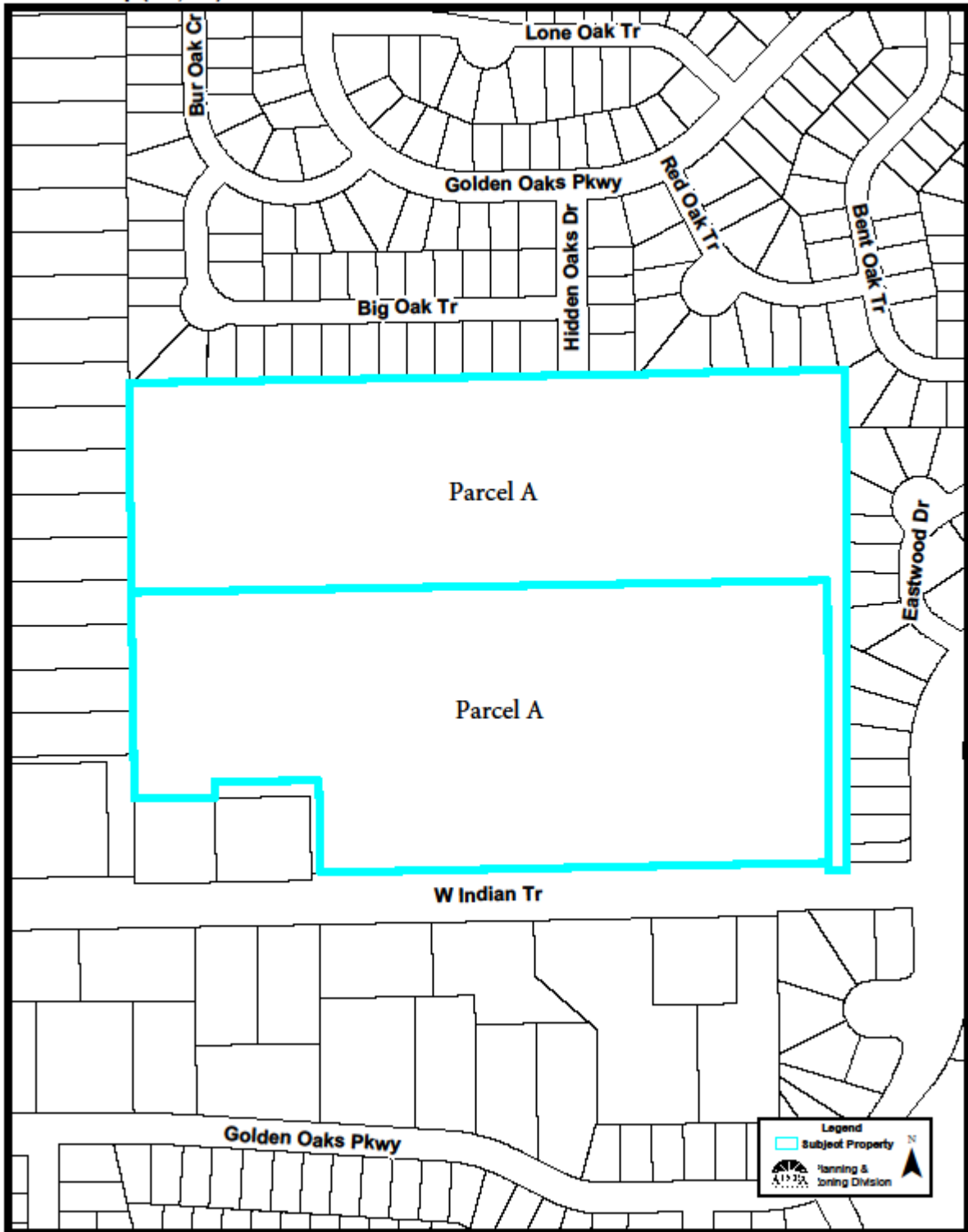


EXHIBIT "C"

SPECIAL SIGN DISTRICT REGULATIONS

In addition to any signs permitted by City ordinance, pursuant to Chapter 41, Section 41-14 of the City Code, the City hereby establishes a special sign district for the Subject Property and adopts the special sign district regulations and specifications in this Exhibit "C" to Plan Description. The regulations in this Exhibit "C" shall supplement the regulations in the City sign ordinance. In the case of a conflict between the regulations in the City sign ordinance and this Exhibit "C", the Special Sign District shall apply.

A. Signs Permitted

1. Temporary – Development Identification
 - a. Area: 300 sq. ft. each side, each sign
 - b. Height: 20' max.
 - c. Construction: Wood may be illuminated, no flashing lights or strobes.
 - d. Quantity: 1 per lot on the subject property.
 - e. All temporary development signs shall be removed from the property prior to the issuance of the last occupancy permit.
2. Permanent – Residential Development Identification
 - a. Construction: Signs must be monument style, with any combination of wood, masonry, or concrete.
 - b. Quantity: A maximum of one (1) sign is allowed
 - c. Area: A maximum of fifty (50) square feet per sign face is allowed.
 - d. Height: A maximum six (6) feet in height per sign is allowed.
 - e. Setback: Setback of a sign shall equal the height of the sign.
 - f. Lighting: Signs may be internally lit, externally lit or lit with backlit pin lettering.
 - g. Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.

B. General Regulations

1. In addition to the exterior lighting permitted on signs as indicated above, exterior lighting shall be permitted on sales centers, model homes, the American flag, arbors at the subdivision entry, and model home parking lots.
2. Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.