

ORDINANCE 2012-20

AN ORDINANCE AUTHORIZING RECORDATION OF WETLAND
RESTRICTIONS AND COVENANTS FOR THE TIMBERS AND VALLEYS OF
CARRINGTON RESERVE

WHEREAS, the Village of West Dundee, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, in 2000, the Village President and Board of Trustees approved a Development Agreement with Pulte Homes Corporation for the Carrington Reserve Subdivision. This was followed in 2001 by the adoption of separate development agreement for the Enclave and Timbers & Valleys Subdivisions; and

WHEREAS, by way of these Development Agreements, the Village agreed to assume maintenance obligation and ownership of the restored natural areas described in Exhibit A upon Pulte Homes' successful completion of the U.S. Army Corps of Engineers (USACE) permitting requirements; and

WHEREAS, in 2009, the Village President and Board of Trustees approved Resolution 09-10 Accepting the Natural Areas of Carrington Reserve and Pulte Homes conveyed title by Warranty Deed to the Village for the restored natural areas; and

WHEREAS, the Army Corp of Engineers as part of the permit issued to Pulte Homes required wetland deed restrictions and covenants to be placed on the property for the management, protection and maintenance of the natural areas in perpetuity;

WHEREAS, the President and Board of Trustees wish to fulfill the Army Corps requirement and provide proper stewardship to the natural areas;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

SECTION 1: That that certain Wetland Restrictions and Covenants as included as Exhibit B be recorded against the title of the properties shown in Exhibit A.

SECTION 2: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged in any Court of competent jurisdiction to be

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

SECTION 3: This ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form which publications is hereby authorized as provided by law.

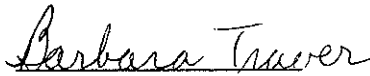
PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 9th day of June, 2012.

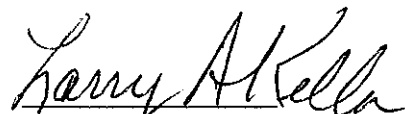
AYES: Trustees Voss, Gillam, Price, Osth, Hanley and Yuscka

NAYES:

ABSENT:

ATTEST:


Barbara Traver
Village Clerk


Larry Keller
Village President

PASSED: July 9, 2012

PUBLISHED: July 9, 2012

Prepared by:

Village of West Dundee
100 Carrington Drive
West Dundee, IL 60118

EXHIBIT A
Legal Description

PARCEL 1:

LOT A IN THE ENCLAVE AT CARRINGTON RESERVE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2001 AS DOCUMENT NO. 2001K099446, IN KANE COUNTY, ILLINOIS.

PARCEL 2:

LOTS A, B, C, D, E AND H IN THE TIMBERS & VALLEYS AT CARRINGTON RESERVE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 2003 AS DOCUMENT NO. 2003K151077, IN KANE COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 03-20-351-002, 03-20-376-002, 03-20-378-001, 03-20-451-001, 03-20-453-005, 03-20-456-012, 03-20-476-001, 03-20-479-007, 03-20-403-001, 03-20,427-021

Address of Real Estate: Vacant land located in The Enclave and The Timbers and Valleys at Carrington Reserve Subdivision, West Dundee, IL

EXHIBIT B

**THE TIMBERS AND VALLEYS OF CARRINGTON RESERVE
WETLANDS RESTRICTIONS AND COVENANTS**

WHEREAS, the Village of West Dundee (hereinafter called the "**Village**"), is the owner in fee simple of certain real property (hereinafter called the "**Restricted Property**"), which property is described on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the Restricted Property contains wetlands, created wetlands and adjacent upland buffers under the regulatory jurisdiction of the Chicago District of the U. S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344); and

WHEREAS, the Village of West Dundee and the U. S. Army Corps of Engineers wish to provide for the management, protection and maintenance of the Restricted Property in perpetuity; and

NOW, THEREFORE, the Village, for and in consideration of the facts recited above enters into the following covenants and deed restrictions with respect to the Restricted Property on behalf of itself and its successors, heirs and assigns:

1. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right.
2. Employees of the U. S. Army Corps of Engineers will have the right to view and enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or its successors, heirs or assigns, is complying with the covenants and deed restrictions herein.
3. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no dredged or fill material placed on Restricted Property except as necessary for completion of mitigation as provided pursuant to the Permit, or to prevent loss of life, injury or property damage.
4. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential buildings, including but not limited to billboards, or other advertising material, placed on the Restricted Property.
5. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material, except as permitted by the Permit and the associated special conditions.
6. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the Permit, and maintenance and operation of public facilities.
7. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no application of insecticides or herbicides, except as permitted under the Permit.
8. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no grazing or keeping of cattle, sheep, horses or other livestock.
9. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no hunting or trapping on the Restricted Property.
10. Without prior express written consent from the U. S. Army Corps of Engineers or except as permitted under the Permit, there shall be no on-site modifications to the

hydrology of the Restricted Property that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures or drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these restrictions and covenants may be changed, modified or revoked only upon written approval of the U. S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Village reserves for itself and assigns all rights as owner of the Restricted Property, including, but not limited to, the right to use the property for all purposes not inconsistent with the Permit or this grant.

The terms and conditions of these restrictions and covenants shall, as of the date of execution of this document, bind the Village to the extent of his legal and/or equitable interest in Restricted Property; and these deed restrictions and covenants shall run with the land and be binding on the Village and its assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance or encumbrance of Restricted Property or any part thereof; and any instrument of transfer, conveyance or encumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its duly authorized Attorneys-in-Fact, this 9th day of July, 2012.

VILLAGE OF WEST DUNDEE,

By: Larry A Keller
Village President

and

By: Barbara Traver
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Larry A. Keller and Barbara Traver, personally known to me to

be the Attorneys-in-Fact of the Village of West Dundee, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Attorneys-in-Fact of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of July, 2012.

Lori Sue Liszek

Notary Public

My Commission Expires: 12-2-2012

Village of West Dundee
100 Carrington Drive
West Dundee, IL 60118

