



Agenda
Village of Glen Ellyn
Zoning Board of Appeals
Regular Meeting
Tuesday, May 12, 2020
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village at least 24 hours before the meeting.

- A. Call to Order**
- B. Chairperson explains the hearing will be held remotely and provides an overview of the hearing process and rules**
- C. Chairperson identifies staff person responsible for administering remote platforms**
- D. Adoption of Emergency Rules of Procedure**
 - 1. Emergency Rules of Procedure for Public Hearings
- E. Allow remote participation by the Zoning Board of Appeals (roll call vote)**
- F. Approval of Draft Minutes from January 14, 2020 Zoning Board of Appeals Meeting**
 - 1. January 14, 2020 Draft Zoning Board of Appeals Minutes
- G. Public Hearing: 685 N. Park Boulevard**
 - 1. 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage
- H. Village Board Trustee Report**
- I. Staff Report**
- J. Adjournment**

This note provides you with information regarding what happens to a petition after it has appeared before the Zoning Board of Appeals. After the Board makes a recommendation on a petition, a report of the meeting is prepared. Then, the petition, along with the summary report and all pertinent material, is scheduled for consideration by the Village Board. The Village Board meets on the second and fourth Mondays of each month at 7:00 p.m. in a meeting room on the third floor of the Civic Center, 535 Duane Street. Questions regarding petitions scheduled for review by the Village Board should be directed to the Planning and Development Department at (630) 547-5250.

**Zoning Board of Appeals**

535 Duane Street
Glen Ellyn, IL 60137

Meeting: 05/12/20 07:00 PM
Department: Zoning Board of Appeals
Department Head: Katie Ashbaugh
Category: Policy
Prepared By: Katie Ashbaugh

SCHEDULED**AGENDA ITEM (ID # 4472)**

DOC ID: 4472

Emergency Rules of Procedure for Public Hearings

Due to the COVID-19 pandemic, all Boards and Commissions are meeting remotely for a period of time. Village counsel has recommended that the Zoning Board of Appeals and the Plan Commission adopt Emergency Rules of Procedure. These Rules of Procedure should be considered the general parameters governing zoning public hearings conducted by the aforementioned recommending bodies while the Governor's emergency orders addressing limiting public assemblies, promoting social distancing, and relaxing quorum provisions of the Open Meetings Act, 5 ILCS 120/1 *et seq.*, are in place. Please review the proposed Emergency Rules of Procedure and contact staff with any questions you may have.

ATTACHMENTS:

- Emergency Rules of Procedure (PDF)

Emergency Rules of Procedure for Public Hearings

These Rules of Procedure are designed to ensure a fair and thorough public hearing process during the COVID-19 pandemic consistent with constitutional due process requirements as established in the Illinois Municipal Code (65 ILCS 5/11-13-22; 65 ILCS 5/11-13-25(b)) and the Executive Order 2020-07, as amended. In accordance with the Village of Glen Ellyn's duties, obligations, and authority under the law and Executive Order 2020-07, the Village finds that conducting public hearings to consider zoning and development applications constitutes an essential government function and necessary to, among other things, promote healthy economic development during this time of great economic uncertainty.

These Rules of Procedure should be considered the general parameters governing zoning public hearings while the Governor's emergency orders addressing limiting public assemblies, promoting social distancing, and relaxing quorum provisions of the Open Meetings Act, 5 ILCS 120/1 *et seq.*, are in place. These Rules of Procedure apply to all public hearing participants who, for the purposes of these Rules of Procedure, are the petitioner, objectors, witnesses, and attorneys representing the petitioner, objector(s), and any witnesses. All such participants are expected to conduct themselves according to these rules and in a respectful and professional manner. Any conflicts or inconsistencies between these Rules of Procedure and any other rules or procedures previously adopted by the Village shall be resolved in favor of these Rules.

While the Zoning Board of Appeals ("ZBA") has the authority, if it deems necessary, to temporarily waive, suspend, or otherwise adjust these Rules as circumstances warrant, failure by any participant in the public hearing process to follow these Rules of Procedure, as may be adjusted by the ZBA, may result in removal from the public hearing by the Chair or designated Public Hearing Parliamentarian.

Members of the audience should register to provide comment, testimony, questions, or cross examination before the date of the public hearing. Please email Planner Katie Ashbaugh at the following email address to register your participation: kashbaugh@glenellyn.org.

1. Remote Attendance.

For the duration of the Gubernatorial Disaster Proclamation, as defined in Executive Order 2020-07, the provisions of the ZBA Remote Attendance Policy requiring or relating to in-person attendance by members of the ZBA are suspended. Specifically:

- A. Any requirement that a member must be physically present at a meeting is suspended.
- B. A member may be authorized to attend remotely for reasons other than personal illness or disability; employment purposes or the business of the public body; or a family or other emergency.
- C. The ZBA will seek to postpone consideration of nonessential public business where possible.

D. When a public hearing is necessary, the ZBA will seek to:

- 1) provide video, audio, and/or telephonic access to the hearing to ensure members of the public may monitor and participate in meetings and hearings;
- 2) provide the ZBA meeting agenda and staff reports on the Village website a minimum of 48 hours prior to the meeting, and even earlier if possible;
- 3) provide an opportunity, through both the Village website and email, for the submittal of written comments in advance of the meeting which will be read into the public record during the meeting (up to the 3 minute speaking limitation);
- 4) work with Village staff to update the Village website to keep the public fully apprised of any modifications to its meeting schedules or the format of its meetings due to COVID-19.

2. **Physical Attendance Limitations.**

Public hearings of the ZBA will remain open and convenient to members of the public for the duration of the Gubernatorial Disaster Proclamation, while observing the limits on public gatherings and social distancing required by law. The ZBA strongly encourages members of the public to attend hearings by video or audio conference. For the safety of the public, members of the ZBA and staff during meetings, access to the Civic Center, including, without limitation, the hearing chambers, may be limited, or meetings may be held at a location with a larger room, or broadcast in multiple rooms at a location or locations. The ZBA will seek to share information about the format of each hearing on the Village's website.

3. **Submission and Publication of Hearing Materials and Written Comments.**

To the extent possible, the Village will publish all materials reasonably anticipated to be presented at the hearing on the Village's website.

- A. Publication of Petitioner's Materials; Staff Reports.** The Friday prior to the scheduled hearing date, the Village will publish on its website relevant case materials, including the Petitioner's application packet and supporting materials, along with any staff reports or memos issued by the Village relating to the Petitioner's application. The case materials will be clearly labeled with consecutive page numbers for ease of reference.
- B. Evidence or Presentations from the Public.** Any group or member of the public who intends to give a PowerPoint or comparable presentation at the hearing must submit such presentations to the Planner Katie Ashbaugh no later than five (5) days prior to the hearing (5:00 p.m. deadline). These materials will be kept on file as a permanent part of the case file for the project.

- C. Written Comments from the Public.** Written comments from the public regarding the Petitioner's application submitted on the Village's website or directly to Planner Katie Ashbaugh at least five (5) days before the hearing will be published on the Village's website and distributed to the ZBA before the hearing. Written comments received less than five (5) days before the hearing will be emailed to the ZBA but will not be posted on the Village's website.

4. Speaker Registration.

Persons who intend to provide evidence or testimony at the hearing are encouraged to register prior to the hearing.

- A. The Petitioner must submit a list of all persons who will present evidence or testify at the hearing to Planner Katie Ashbaugh no later than five (5) days prior to the hearing.
- B. Members of the public who intend to present testimony or evidence at the hearing are encouraged to register with the Village at least forty-eight (48) hours in advance of the hearing. Members of the public may pre-register to speak during the hearing by emailing Planner Katie Ashbaugh. Members of the public who pre-register will be called to speak during the hearing before members of the public that fail to pre-register.

5. Public Hearing Procedure.

A. Introduction by the Chair.

- 1) The Chair will begin each public hearing by announcing the name of the petitioner and the relief requested. The Chair will explain these procedures for the conduct of the public hearing, explaining that they are temporary procedures designed to accommodate remote participation by members of the ZBA, staff, and members of the public in accordance with Governor J.B. Pritzker's Executive Order 2020-07, effective on March 16, 2020, as amended, modifying the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*, enabling the Village, and other units of local government, to conduct public business remotely, as well as Governor J.B. Pritzker's Executive Order No. 10, effective on March 20, 2020, as amended, issuing "stay at home" orders.
- 2) An oath will be administered to all persons intending to provide comment, testimony, questions, or cross examination during the course of the public hearing. Nothing said by attorneys representing any party will be considered evidence or testimony, unless the attorney's client is not present at the public hearing. The Chair will remind those people previously sworn under oath from a continued public hearing that they remain under oath. The Chair will also explain the following:
 - a) The Chair will explain to the public how they can participate in the hearing remotely.

- b) The Chair will reference that all application materials for the project have been posted on the Village's website so that they may be accessed by the public.
- c) The Chair will provide an overview of the structure of the hearing.
- d) At a minimum, the Chair should emphasize that remote participation requires a higher level of organization and that the following rules—in particular—will be enforced:
 - No speaker may address the ZBA without first being recognized by the Chair;
 - Speakers, including Village officials and staff, must identify themselves each time they address the ZBA or any other participant in the public hearing; and
 - Witnesses who are addressing plans or other documents should do so by plan or document title and page number.
- e) The Chair will designate a member of staff to administer and monitor any internet or telephonic-based platforms used for the hearing. This staff member will control the muting and un-muting of participants and the screen sharing options. This staff member will also guard against and cut off any disruptive behavior like “zoom bombing” or other harassing behavior. In the event that the public hearing has to be postponed because of disruptive behavior, the Chair will announce a temporary recess, as necessary, until the disruptive party is removed from the public hearing.

B. Village Staff's Summary of Petition.

Village staff will summarize the basic facts of, and relief requested in, the petition. In the event that the hearing is continued from a previous date, staff will be asked to provide the original summary as well as provide any new, additional, or supplemental information.

C. Petitioner's Presentation.

- 1) The petitioner will present the petition with testimony of witnesses and other evidence.
- 2) The ZBA should allow the petitioner to make this presentation without interruption, except for those questions allowed by the Chair that may be immediately necessary to aid the ZBA or the public in understanding a particular aspect of the presentation.
- 3) Petitioner's graphics and other information should be identified by document title and page number, and clearly broadcast on all visual media to allow people participating remotely to clearly see and understand the materials. The Petitioner should also be as descriptive as possible for people participating telephonically or who may not otherwise have access to the materials posted on the Village's website.

- 4) Where there is a need for additional time or clarification, the Chair should consider a continuation of the public hearing.

D. Public Comment, Testimony, General Questions (Other Than Cross-Examination).

- 1) **General.** After the Petitioner's Presentation, the Chair will open up the hearing for public comment, testimony, and general questions other than cross-examination. Prior to start of the period for public comment, testimony, and general questions, the Chair will advise the public:
 - a) of the amount of time permitted for public testimony, comment, and general questions;
 - b) of how speakers will be recognized through the web conference platform;
 - c) remind all speakers to state their names before addressing the ZBA;
 - d) to avoid repetitive comments, testimony, and general questions;
 - e) to appoint only one person to speak on behalf of a group, when possible;
 - f) that all information presented is under oath; and
 - g) that people who pre-registered to provide public comment, testimony, and general questions will be called first, and then anyone else who has not registered but wishes to provide public comment, testimony, and general questions.

Each person will be permitted to speak one time only, unless the Chair determines that allowing a speaker to address the ZBA again will contribute new testimony or other evidence. Unless more time is deemed necessary by the Chair, all comments from the public will be limited to no more than five minutes per person.

- 2) **Testimony, Evidence, and Questions.** Members of the public and their attorneys should address their comments, testimony, and general questions to the ZBA, not the petitioner. Following the conclusion of all public participation, the Chair will direct the questions from the public to the petitioner or staff in an orderly and consolidated manner for response.

E. Cross-Examination.

In addition to asking general questions, the public and their attorneys will have right to cross-examine petitioners and petitioners' witnesses in accordance with the following:

- 1) **Personal Notice Recipients' Automatic Right.** People who received a personal notice addressed to them as required under the Zoning Ordinance about the public

hearing have an automatic right to cross-examine petitioners and petitioners' witnesses. People wishing to exercise this right must be prepared to demonstrate to the satisfaction of the Chair that they are the person to whom the notice was addressed or that they reside at the address on the notice. This right is based upon the fact that these people have a unique interest in ensuring the preservation of their property values, as well as the use and quiet enjoyment of their property. People who qualify under this right should be prepared to elicit information that addresses these valuable property interests.

- 2) **Petitioners' Automatic Right.** Petitioners have a right to cross-examine any witness offered in opposition to their petition.
- 3) **General Public Qualified Right.** Any other party who does not otherwise have an automatic right to cross-examination under these rules must file a formal request to do so at least 5 days in advance of the scheduled public hearing date or continuation thereof. The request must be submitted to Planner Katie Ashbaugh. Requesters will be informed as to whether their right to cross-examine witnesses has been granted or denied within 2 days of the public hearing by the Chair, or his or her designee, and no such request will be unreasonably denied.
- 4) Parties wishing to cross-examine witnesses must tailor their cross-examination in accordance with the following:
 - a) The matters that are subject to cross-examination are factual and not merely matters of taste or personal opinion;
 - b) The cross-examination will help simplify otherwise complex issues before the ZBA; and
 - c) The cross-examination relates to the factors to be considered by the ZBA in making its recommendation.
 - i. In all instances, the Chair may specify which issues are considered relevant to the factors the ZBA must use to make its recommendation and limit cross-examination accordingly. People wishing to cross-examine witnesses must be aware of the factors that guide the ZBA in its considerations of a given petition and must tailor their cross-examination to these factors. Failure to do so may result in disqualification from cross-examination.
 - ii. The Chair will determine whether a party conducting cross-examination is eliciting relevant information and may direct a cross-examiner to adjust his or her questioning accordingly. In addition, the Chair may restrict the scope of cross-examination to the testimony offered. Cross-examination designed to elicit extraneous, irrelevant, or repetitive testimony will be ruled out of order by the Chair and may result in disqualification of the person from further cross-examination of the witness.

- iii. The ZBA acknowledges the rights of parties to cross-examine witnesses, but parties wishing to do so must accept that the ZBA is not a court of law and the normal rules of evidence that would otherwise exist in those settings are not applicable in the proceedings. In order for the ZBA to most effectively carry out its responsibilities, parties wishing to cross-examine witnesses must respect this fact and conduct themselves accordingly.
- iv. Finally, parties wishing to cross-examine witnesses offered by a petitioner are expected to respect the right of the petitioner to a prompt and efficient process. The use of cross-examination that deviates from these rules will be viewed as an abuse of process and infringement on the right of a petitioner to a prompt and efficient process and result in immediate disqualification from further cross-examination or testimony.

F. Time for Non-Petitioner Presentation(s).

As a general rule, all other parties desiring to make a presentation will be collectively allowed an equal amount of time as was provided the petitioner for its full presentation. Multiple parties desiring to make presentations are expected to coordinate their efforts to maintain efficiency and the promptness of the proceedings and to stay within the general time parameters set forth herein. In addition, non-petitioner presenters should follow the general procedures to identify themselves, any affiliation they have with an organization interested in the application, and present all plans and other documents to the Chair by title, and number of pages for entry into the public hearing record. During the course of their presentation, the non-petitioner presenter should identify plans and documents by title and page numbers, and otherwise follow the procedures for the Petitioner set forth above.

G. Response by the Petitioner.

The Chair will allow the petitioner a reasonable time to respond to the public testimony and comments presented.

H. Questions by the ZBA.

The ZBA members may, after being recognized by the Chair, ask questions of any individual that may be necessary to clarify material presented or the relief requested. Members doing so should be recognized by the Chair, clearly state their name and clearly state who they are directing their questions to, as well as identify any plans or other documents by title and page number.

I. ZBA Discussion and Deliberation.

During the discussion, members of the ZBA may direct additional questions to the petitioner, witnesses for the petitioner, or members of the public who testified. Members doing so should be recognized by the Chair, clearly state their name and clearly state who they are directing

their questions to, as well as identify any plans or other documents by title and page number. The petitioner, witnesses for the petitioner, or members of the public or their attorneys may not address the ZBA during this portion of the meeting without the consent of the Chair.

J. Action.

Based on the discussions, the Chair may: (a) request the petitioner, a member of the public, and/or Village staff to provide new or additional information and continue the hearing to a date certain; or (b) take action (vote) on the petition and make its recommendation to the Village Board. A vote will close the public hearing.



Zoning Board of Appeals
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 05/12/20 07:00 PM
Department: Zoning Board of Appeals
Department Head: Katie Ashbaugh
Category: Minutes
Prepared By: Katie Ashbaugh

SCHEDULED

AGENDA ITEM (ID # 4467)

DOC ID: 4467

January 14, 2020 Draft Zoning Board of Appeals Minutes

ATTACHMENTS:

- January 14, 2020 Draft Zoning Board of Appeals Minutes (PDF)

DRAFT MINUTES
ZONING BOARD OF APPEALS
JANUARY 14, 2020

The meeting was called to order by ZBA Chairperson Greg Constantino at 7:04 p.m. ZBA Members Michelle Covington, Matt Jones, Chip Miller, Reed Panther and Student Member Maddie Greenleaf were present. ZBA Member Thomas Whalls was excused. Also present were Village Planner Kelly Purvis, Village Planner Katie Ashbaugh, Development Civil Engineer Amy McKenna and Executive Assistant Lindsey Kaminsky.

On the agenda was a public hearing regarding the property at 494 Carleton Avenue continued from December 10, 2019.

Chairperson Constantino explained this is a continuation of the Zoning Board of Appeals meeting held on December 10, 2019.

PUBLIC HEARING – 494 CARLETON AVENUE

PETITIONER JAMES CAMPBELL IS REQUESTING APPROVAL FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. TO ALLOW THE CONSTRUCTION OF A DETACHED GARAGE ONE FOOT FROM THE INTERIOR SIDE LOT LINE IN LIEU OF THE MINIMUM DISTANCE REQUIRED OF THREE FEET FOR ACCESSORY STRUCTURES GREATER THAN TEN FEET FROM THE PRINCIPAL STRUCTURE IN THE R2-RESIDENTIAL DISTRICT. 2. TO ALLOW THE CONSTRUCTION OF A DETACHED GARAGE ONE FOOT FROM THE INTERIOR SIDE LOT LINE IN LIEU OF THE MINIMUM DISTANCE REQUIRED OF THREE FEET FOR ROOFED OVER STRUCTURES IN THE R2 – RESIDENTIAL DISTRICT. 3. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR A PUBLIC MEETING OF THE VILLAGE BOARD. 4. TO ALLOW THE EAVE OF A NEW DETACHED GARAGE TO BE NO LESS THAN EIGHT INCHES FROM THE INTERIOR SIDE LOT LINE IN LIEU OF THE MINIMUM DISTANCE REQUIRED OF ONE FOOT SIX INCHES FOR GUTTERS AND DOWNSPOUTS IN THE R2 – RESIDENTIAL DISTRICT. 5. TO ALLOW THE GUTTER AND DOWNSPOUTS OF A NEW DETACHED GARAGE TO BE NO LESS THAN FOUR INCHES FROM THE INTERIOR SIDE LOT LINE IN LIEU OF THE MINIMUM DISTANCE REQUIRED OF ONE FOOT SIX INCHES FOR GUTTER AND DOWNSPOUTS IN THE R2 – RESIDENTIAL DISTRICT.

(James Campbell, owner of the property at 494 Carleton Avenue)

Staff Presentation

This Public Hearing is continued from December 10, 2019 regarding 494 Carleton Avenue.

Village Planner Ashbaugh stated petitioner James Campbell, owner of the property at 494 Carleton Avenue, is requesting four variations from the Glen Ellyn Zoning Code to construct a 560 square-foot detached garage to the rear of his existing home. Village Planner Ashbaugh

showed an aerial view of the property and stated the subject property and the surrounding properties are all zoned R2 – Residential. Village Planner Ashbaugh stated the subject property is an interior lot located on the west side of Carleton Avenue, just north of the Duane Street and Carleton Avenue intersection.

Village Planner Ashbaugh showed the 2019 Plat of Survey for this property and stated the petitioner is proposing a new 14 foot by 40 foot garage toward the rear of the property to replace the existing garage. The footprint of the proposed garage is remaining the same as previously provided on December 10, 2019.

Village Planner Ashbaugh stated accessory structures with roofs and those farther than ten feet from the principal structure, are required to be at least three feet from the interior side and rear lot lines. Village Planner Ashbaugh stated the petitioner proposes to construct the new garage in approximately the same location as the existing garage with a larger footprint to park two vehicles in tandem (parallel), with a one-foot setback from the north interior side lot line.

Village Planner Ashbaugh stated the petitioner is now proposing that the north eave on the detached garage be no closer than eight inches to the north interior side lot line, in lieu of the required distance of one foot six inches. In addition, the petitioner is also now proposing that the north gutter and downspout on the detached garage be no closer than three inches from the north interior side lot line, in lieu of the required distance of one foot six inches. The gutter and downspout are now entirely on the subject property and do not encroach onto the adjacent property to the north, 498 Carleton Avenue. Village Planner Ashbaugh stated the petitioner has also added two windows on the north elevation to address comments made on the December 10, 2019 meeting.

Village Planner Ashbaugh stated the ZBA may choose to make a recommendation to the Village Board for the approval, approval with conditions, or denial of the request.

Questions from the Zoning Board of Appeals

ZBA Member Jones asked how close the neighbor's fence to the lot line is. Village Planner Ashbaugh stated the neighbor's fence is 8/10 of a foot, or nine and ½ or ten inches, from the north interior side lot line (south lot line for the property located at 498 Carleton Avenue).

ZBA Member Jones asked if the neighbors can move their fence to the south so that it is right on the lot line in the future. Village Planner Ashbaugh stated the answer is yes.

ZBA Member Jones asked if in the future can they (the petitioner) completely resurface the driveway and leave it on the lot line. Village Planner Ashbaugh stated they can maintain the current placement, but cannot move over the lot line.

ZBA Member Miller asked if it is common in the general neighborhood to have garages and driveways on the lot line. Village Planner Ashbaugh confirmed it is not uncommon in this particular neighborhood.

Petitioners' Presentation

Mr. James Campbell stated he has three additions from his previous presentation on December 10, 2019. Mr. Campbell stated the below points:

1. The gutter is now inside border of his property, 494 Carleton Avenue
2. That he took into consideration regarding the 40 foot flat surface facing the neighbors to the north, so they added the windows
3. That he requested Development Civil Engineer McKenna to be at the meeting in case there were any questions to why they are keeping the garage where they are in regard to stormwater

Additional Questions from the Zoning Board of Appeals

ZBA Member Jones asked assuming that the neighbor's fence stays in its current location, but also considering the fence can be moved as close to one foot to the garage, does Mr. Campbell have any concerns on maintaining the area next to the garage. Mr. Campbell stated he needs clarification on the code regarding the location of a fence to a lot line. Mr. Campbell stated he does not have any concerns on maintaining the area next to the garage.

Development Civil Engineer Amy McKenna was sworn in.

Development Civil Engineer McKenna stated fences can be installed on the property line. However, it is rare that someone would install a fence right on the property line. Development Civil Engineer McKenna stated that allowing to install a fence on the property line is not new to the Village Code; however, it is common practice to not install to the property line.

ZBA Member Jones asked the petitioner the need for a 14 foot wide garage compared to a 10 or 12 foot garage, which is common for a one car garage. Mr. Campbell stated it is for ease of maneuverability and space that is required.

ZBA Member Jones asked what would happen if the ZBA only approved a 12 foot garage. Mr. Campbell stated he would have to reconsider the project.

ZBA Member Miller asked if 498 Carleton Avenue has the same situation with their garage being on the property line. Mr. Campbell stated it is built on their property line.

ZBA Student Member Greenleaf asked if they are lifting the garage up so it doesn't flood. Mr. Campbell stated the most of the garage and foundation will be above grade. Mr. Campbell also stated they decided to move the eave in so they could have gutters that are not required on a

garage. Additionally, Mr. Campbell stated they will have an elaborate drain system to remove additional water along the property line.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke for or against these variation requests.

Findings of Fact

ZBA Member Panther stated the majority of the findings of fact will remain the same.

ZBA Member Panther stated the footprint of the proposed garage remains the same.

ZBA Member Panther stated the modification of the proposal will require two additional variations, first, to allow the eave of the proposed detached garage to be no less than eight inches from the interior side lot line in lieu of the minimum distance of one foot six inches required for eaves in the R2 – Residential District

ZBA Member Panther stated the second additional variation is to allow the gutter and downspouts of the proposed detached garage to be no less than three inches from the interior side lot line in lieu of the minimum distance required of one foot six inches for gutters and downspouts in the R2 – Residential District.

ZBA Member Panther stated they heard from Development Civil Engineer McKenna indicating that Village Code allows fences to be installed up to the lot line, but common practice is the install fences six inches from the lot line.

Motion

ZBA Member Miller moved, seconded by ZBA Member Covington, that the Zoning Board of Appeals recommended approval of the Findings of Fact.

Additional Comments from the Zoning Board of Appeals

ZBA Student Member Greenleaf stated she just wants to make sure the space between the garage and neighbors fence be as clean as possible.

ZBA Member Jones stated he sees the hardship in regards to the stormwater backyard, but does not see the hardship in regard to how wide they are proposing the garage to be. ZBA Member Jones he talked to builders who stated they only need 10 to 12 feet of width, not 14 feet. ZBA Member Jones stated he does not see the hardship to that wide of a garage.

ZBA Member Panther stated he is in favor of the proposal. ZBA Member Panther stated the existing garage is located one foot from the property line now, so that is not being changed. ZBA Member Panther stated the issues regarding the gutter have been resolved.

ZBA Member Covington stated it was referenced in the 12/10/2019 meeting minutes that it was discussed the possibility of the garage being reduced to 13 feet so the gutter did not hang over. It was stated that Mr. Campbell did not want to reduce the size of the garage for the reasons he reiterated at this meeting. ZBA Member Covington stated her biggest concern was the gutters hanging over the lot line which has now been resolved. ZBA Member Covington stated she appreciates the windows being added.

ZBA Member Miller stated he appreciates that Mr. Campbell made the recommended changes from the previous meeting. ZBA Member Miller also stated that garage cannot be moved elsewhere due to flooding. ZBA Member Miller stated when you look at the neighborhood there are houses and garages that are on the property line and this is the character of the neighborhood. ZBA Member Miller also stated there are no complaints from the neighbors, including the neighbors that are most affected, being those of 498 Carleton Avenue.

Chairperson Constantino stated he agrees with all the provisions and statements made. Chairperson Constantino stated the existing garage is unsafe and there is a hardship to repair the garage, which is not practical so rebuilding is the option. Chairperson Constantino stated that Mr. Campbell could not construct a side-by-side detached garage as it would move the garage to a flood area and may require a tree removal. Chairperson Constantino the proposal has been reviewed and approved by all neighbors directly adjacent neighbors. Chairperson Constantino requests that the motion states construction will be build according to the plans as submitted.

Motion

A motion was made by ZBA Member Covington and seconded by ZBA Member Jones to close the public hearing for 494 Carleton Avenue at 7:39 p.m. The motion carried unanimously with a voice vote.

A motion was made by ZBA Member Miller and seconded by ZBA Member Panther, as follows:

Having considered the application of James Campbell, petitioner and owner of the property located at 494 Carleton Avenue, for four zoning variations, which are as follows: to allow a setback of one foot from the interior side lot line in lieu of the minimum required setback of three feet for both accessory structures greater than 10 feet from the principal structure and for roofed over structures; to allow an eave to be no less than eight inches from the interior side lot line in lieu of the minimum distance required of one foot six inches for eaves; to allow a gutter and downspouts to be no less than three inches from the interior side lot line in lieu of the minimum distance required of one foot six inches for gutters and downspouts, and any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board, all for the construction

of a new detached garage in the R2 – Residential District on an interior lot located at 494 Carleton Avenue, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner’s application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on December 10, 2019 and January 14, 2020, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variations from Sections 10-5-4(A)(4)(c); 10-5-5(B)(4); 10-5-5(B)(4) #9; and 10-5-5(B)(4) #17 of the Glen Ellyn Zoning Code due to the following hardship(s) or unique circumstance(s):

1. There is no other location except the existing location that will work.
2. The lot is non-conforming with mature trees and has a large area that regularly floods in the rear yard, resulting in the proposed location of the garage.
3. Development Civil Engineer McKenna’s report confirmed this is the best location.
4. This is a common issue with the narrow lots in this neighborhood.
5. The current garage is unsafe.

Subject to the following conditions:

1. Construction will be built according to the plans as submitted today.

The motion was carried with four (4) “yes” votes and one (1) “no” vote. The “yes” votes are as follow: ZBA Members Covington, Miller, Panther and Chairperson Constantino. The “no” vote is as follows: ZBA Member Jones.

ZBA Chairperson Constantino stated the ZBA has now recommended approval this application and will now go to the Village Board for approval, and Village Planner Ashbaugh can tell you when this will be.

MINUTES

ZBA Member Miller moved, seconded by ZBA Member Covington, to approve the minutes of the December 10, 2019 meeting. The motion carried unanimously with a voice vote.

Village Board Trustee Report

None

Staff Report

Village Planner Ashbaugh stated there are no current zoning variation applications on file. There may be a construction necessitated variation coming up next month.

Village Planner Ashbaugh stated the Village Board appointed Katie Crudele, the new ZBA Member. Village Planner Ashbaugh will be completing orientation with her this week, and ZBA Member Crudele will be at the next meeting.

Village Planner Ashbaugh stated to expect the January 28, 2020 meeting to be cancelled.

Adjournment

At 7:48p.m., a motion was made by ZBA Member Jones and seconded by ZBA Member Covington adjourn the meeting. The motion carried unanimously by a voice vote.

Respectfully submitted,

Lindsey Kaminsky
Executive Assistant

Reviewed by,
Katie Ashbaugh, AICP
Village Planner



Zoning Board of Appeals
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 05/12/20 07:00 PM
Department: Zoning Board of Appeals
Department Head: Katie Ashbaugh
Category: Public Hearing
Prepared By: Katie Ashbaugh

SCHEDULED

AGENDA ITEM (ID # 4464)

DOC ID: 4464

685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage

PROPERTY: 685 N. Park Boulevard is an interior lot, located at on the east side of Park Boulevard, just south of the intersection with Maple Avenue.

PETITIONERS: The petitioner is Steven K. Norgaard, attorney, on behalf of the owners of the property located at 685 N. Park Blvd., Christopher and Sheila Faber.

REQUEST: The petitioner requests a recommendation of approval of the following variation from the Glen Ellyn Zoning Code:

1. Section 10-4-8(E)(1) to allow a lot coverage of approximately 25.5 percent on the subject property for which the maximum permitted lot coverage is 20 percent; and
2. Any other zoning relief necessary to allow the sunroom addition to remain, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

ZONING/USE: The subject property and the properties to the north, east, west and south are all zoned R2 - Residential District and are all improved with single family homes.

PUBLIC NOTICE: Notice of the public hearing was published in the April 27, 2020 edition of the *Daily Herald*, mailed to property owners within 250 feet of the subject property, and a placard was placed on the property. Notice was also posted on the Village's Public Notice Portal, located at the following web address: <http://www.glenellyn.org/246/Public-Notice-Portal>.

ZONING HISTORY: The Village does not have records of any prior variations being granted for the subject property.

PERMIT HISTORY: Please refer to Attachment 16, which lists relevant property history. Permit history is also as follows:

Year	Permit No.	Type
2002	B21505	New construction - single-family home

2003	B22482	Lawn irrigation
2005	B25028	Water meter
2008	20080170	Fence
2011	20110599	Addition of sunroom
2013	20130278	Patio

EXISTING:	R2 Lot Requirements [10-4-8(D)]	Subject Property Data
Lot Area	8,712 ft ² (0.20 acres)	~12,010 ft ² (0.28 acres)
Lot Width	80', corner lots; 66', all other lots	75'
Front Yard	between 30' and 50' for new construction; but no closer than the closest principal structure of existing principal structures on adjacent lots on the same side of the street	~47' from front lot line to principal structure
Interior Side Yard	6.5' or 10% of the total lot width, interior side whichever is greater	6.41' from north lot line to principal structure (<i>10% of lot width is 7.5'</i>); 7.9' from south lot line to principal structure
Rear Yard	40'	~50.75' from existing sunroom addition requested to remain; ~56.25' from existing home if sunroom is removed

PROPERTY HISTORY

In December 2001, the Village Board of Trustees conducted a first reading of Ordinance 5035-Z (Attachment 16.a), which included various zoning text amendments. One of the amendments changed the maximum permitted lot coverage for lots in the R2 zoning district from 25 percent to 20 percent. This ordinance was adopted on January 14, 2002, with an effective date of March 1, 2002.

On February 27, 2002, a building permit application was filed for the subject property to construct a new single-family home with an attached deck to its rear. The proposed lot coverage was 23.7 percent, where the maximum in effect at the time the application was filed was 25 percent. This permit

(Attachment 16.b) was issued on June 17, 2002, and passed final inspections on July 18, 2003.

On December 12, 2007, the Faber's purchased 685 N. Park Blvd. via mortgage document and 680 Lenox Road outright (Attachment 16.c). In January 2008, they installed a fence surrounded the perimeter of both properties.

On May 11, 2011, a building permit application to install an enclosed sunroom in place of the existing deck to the rear of the home was filed (Attachment 16.f). Note that, from March 1, 2002, to December 12, 2007 (when the Faber's purchased 680 Lenox to create one larger zoning lot), the existing single-family home was considered legal nonconforming in regard to maximum lot coverage now being 20 percent for structures greater than one-story. To ensure that the 680 Lenox Road property could be sold in the future without creating a nonconforming condition on 685 N. Park Blvd., staff required that a Land Transfer be requested to make 685 N. Park Blvd. large enough to allow the sunroom while meeting the 20 percent lot coverage maximum.

On June 23, 2011, staff sent the Faber's a letter (Attachment 16.e) approving a land transfer and requesting a plat of subdivision document depicting the new placement of the shared lot line be submitted. In this letter, it states that the Planning & Development Director would then sign the plat document and that once it was signed, the plat may be recorded. At the close of the letter, Planner Stegall stated that the recorded plat must be submitted to the Village within 30 days of recordation. On July 22, 2011, a copy of the plat is dated as signed by the Director (Attachment 16.e) and the building permit for the sunroom is issued (Attachment 16.f). The sunroom subsequently passes all inspections.

On September 25, 2019, the Faber's sold the 680 Lenox Road property (Attachment 16.g), with the original lot line in place. The plat of subdivision appears to have not been recorded to reflect the smaller lot size of 680 Lenox Road and the larger lot size of 685 N. Park Blvd. On December 19, 2019, a building permit for new construction of a single-family home on the 680 Lenox Road property was filed with the Community Development Department. It is at this time that staff became aware of the nonconforming condition of 685 N. Park Blvd. in regard to lot coverage, due to the sale of the 680 Lenox property.

PROPOSED

The petitioner is requesting a construction necessitated zoning variation to allow an existing sunroom of approximately 278 square-feet to remain on the rear of the existing single-family home located at 685 N. Park Blvd. The original home, with a footprint of approximately 2,782 square-feet, was

approved with a lot coverage of 23.7 percent in 2002 and is considered legal nonconforming. With a combined lot coverage of approximately 3,060 square-feet, the percentage of the lot covered by roofed structures (house with the sunroom addition) is 25.5 percent where a maximum of 20 percent is permitted by the Zoning Code in place in 2011 when the sunroom was constructed and today (Attachments 2 and 3).

As an alternative to allowing the sunroom to remain, the petitioner has provided a bid to demolish the sunroom in its entirety and to reconstruct the deck, which was originally built concurrently with the home (Attachments 4 and 5). The deck does not require approval of any additional zoning relief (the Public Hearing Notice listed two variations were necessary and are errors). This would restore the previous lot coverage to approximately 23.7 percent, as was approved in 2002.

ZBA ACTION

The ZBA should consider the testimony presented during the public hearing and review the written evidence presented as part of the petitioners' application packet. The ZBA should make findings of fact and determine if practical difficulty or a particular hardship exists for the requested variation, and if the essential character of the neighborhood is maintained.

The ZBA may choose to make a recommendation to the Village Board for the approval, approval with conditions or denial of the request in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code.

ATTACHMENTS

1. Petitioners' Application Packet
2. Plat of Survey - Existing Conditions with Sunroom
3. East (Rear) Elevation - Existing
4. Site Plan - Alternative with Deck
5. Elevations (East - Rear, North - Side, South - Side) - Alternative with Deck
6. Zoning & Location Map
7. Aerial Photo
8. 2' Contour Map
9. Location Map for Public Hearing Notice
10. Mailing List for Public Hearing Notice
11. Public Hearing Notice - Mailed and on Public Notice Portal
12. Certificate of Publication
13. Petitions of Support
14. Photos of Existing Conditions
15. Bid to Complete Alternative
16. Property History List

- a. Ordinance 5035-Z
- b. Building Permit - New Single-Family Home
- c. Ownership History
- d. Fence Permit
- e. Land Transfer History
- f. Sunroom Building Permit
- g. Ownership History - 680 Lenox Road

CC: Staci Springer, Director of Community Development
 Steve Witt, Building & Zoning Official
 Kelly Purvis, Planner
 Paula Moritz, Plan Reviewer
 Amy McKenna, Senior Civil Engineer

ATTACHMENTS:

- 1. Petitioners Application Materials (PDF)
- 2. Plat of Survey - Existing Conditions w Sunroom (PDF)
- 3. East (Rear) Elevation - Existing (PDF)
- 4. Site Plan - Alternative w Deck (PDF)
- 5. Elevations (E, N, S) - Alternative w Deck (PDF)
- 6. Zoning - Location Map (PDF)
- 7. Aerial Photo (PDF)
- 8. 2-Foot Contour Map (PDF)
- 9. Location Map for Public Hearing Notice (PDF)
- 10. Mailing List for Public Hearing Notice (PDF)
- 11. Public Hearing Notice – Mailed and on Public Notice Portal (PDF)
- 12. Certification of Publication (PDF)
- 13. Petitions of Support (PDF)
- 14. Photos of Existing Conditions (PDF)
- 15. Bid to Complete Alternative (PDF)
- 16. Property History (PDF)
- 16.a Ordinance 5035 (PDF)
- 16.b Building Permit - New Single-Family Home (PDF)
- 16.c Ownership History (PDF)
- 16.d Fence Permit (PDF)
- 16.e Land Transfer History (PDF)
- 16.f Sunroom Building Permit (PDF)
- 16.g Ownership History - 680 Lenox (PDF)

VILLAGE OF GLEN ELLYN
535 Duane Street
Glen Ellyn, Illinois 60137
(630) 547-5250

APPLICATION FOR VARIATION

For the property at 685 N. Park Blvd. Glen Ellyn, IL 60137

Note to the Applicant: This application should be filed with, and any questions regarding it, should be directed to the Director of the Village Community Development Department.

You may attach separate sheets if additional space is needed for the following answers.

The undersigned hereby petitions the Village of Glen Ellyn, Illinois, for one or more variations from the Glen Ellyn Zoning Code (Ordinance No. 3617-Z, as amended), as described in this application.

I. APPLICANT INFORMATION:

(Note: The applicant must comply with Section 10-10-10(B) of the Zoning Code).

Name: Steven K. Norgaard, attorney

Address: 493 Duane Street, Glen Ellyn, IL 60137

Home Phone No.: 630-545-1005 Cell Phone No.: 630-209-5759

Fax No.: 630-545-1051

E-mail: sn@norgaardlaw.com

Ownership Interest in the Property in Question:

None. Applicant is the attorney representing the owners of the Property in Question.

II. INFORMATION REQUIRED BY SECTION 10-10-10(B) OF THE ZONING CODE, IF APPLICABLE:

NOTE: All parties, whether petitioner, agent, attorney, representative and or organization et al. must be fully disclosed by true name and address in compliance with Section 10-10-10(B) of the Zoning Code. Disclosure forms are attached for your convenience.

Name and address of the legal owner of the property (if other than the applicant):

Christopher Faber and Sheila Faber
685 N. Park Blvd.
Glen Ellyn, IL 60137

Name and address of the person or entity for whom the applicant is acting (if the applicant is acting in a representative capacity):

Owners named above.

Is the property in question subject to a contract or other arrangement for sale with the fee owner? (Choose "Yes" or "No")

☐ YES

☒ NO

If YES, the contract purchaser must provide a copy of the contract to the Village and must either be a co-petitioner to this application or submit the attached Affidavit of Authorization with the application packet.

Is the property in question the subject of a land trust agreement? (Choose "Yes" or "No")

☐ YES

☒ NO

If YES, (1) either the trustee must be a co-petitioner or submit the attached Affidavit of Authorization from the trustee to represent the holders of the beneficial interests in the trust and (2) the applicant must provide a trust disclosure in compliance with "An Act to Require Disclosure of All Beneficial Interests", Chapter 148, Section 71 et seq., Illinois Revised Statutes, signed by the trustee.

III. PROPERTY INFORMATION:Common address: 685 N. Park Blvd., Glen Ellyn, IL 60137Permanent tax index number: 05-11-211-010

Legal description:

Lot 21 (except the South 25 feet thereof) in Collins and Gauntlett's Lake Glen Ellyn, being a Subdivision of Lots 22 to 29, and 33 to 68, in John A. Brown's addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Zoning classification: R2Lot size: 75 ft. x 160 ft. Area: 12,000 sq. ft.

Present use:

Residential - single family home

IV. INFORMATION REGARDING THE VARIATION(S) REQUESTED:

Description of the variation(s) requested (including identification of the Zoning Code provisions from which variation is sought) and proposed use(s):

Applicant requests variation from Zoning Code 10-4-8(E)1- Lot coverage ratio - 20%.

Summary: In 2011, Applicant sought a building permit for the demolition of an existing exterior deck located at the rear of the home and construction of an addition to the home in its place. In essence, the Applicant's plan was to enclose the exterior deck turning it into a sun room addition. However, construction of the sun room would increase the property's lot coverage ratio to non-compliance (25.48%). In order to comply with the lot coverage ratio, Applicant sought approval of a land transfer from adjacent property Applicant owned at 680 Lenox. Specifically, the west 40 feet of 680 Lenox would be added to the 685 Park lot by means of a resubdivision of the two lots. The Village approved the resubdivision and issued a permit for Applicant's sun room addition. Although the sun room addition was completed, including final inspections required by the Village, the plat of resubdivision was never recorded and the lots remained unsubdivided (i.e. with their original boundary lines). Recently, Applicant sold 680 Lenox to a third party. When the third party sought a building permit for 680 Lenox the Village discovered that the resubdivision had not been recorded. Applicant, seeks permission through this variance application to maintain the sun room addition as it exists. Approval would allow 685 N. Park to have a lot coverage ratio of 25.48%.

Estimated date to begin construction: no construction is contemplated.

Names and addresses of any experts (e.g., planner, architect, engineer, attorney, etc.):

Surveyor: Richard J. Steinbrecher
Steinbrecher Land Surveyors
141 S. Neltnor Blvd.
West Chicago, IL 60185-2844

Attorney: Steven K. Norgaard
493 Duane Street, #400
Glen Ellyn, IL 60137

Architect: Daryl Drake
Drake Design Co.
422 Phillips Ave
Glen Ellyn, IL 60137

V. EVIDENCE RELATING TO ZONING CODE STANDARDS FOR A VARIATION:

The following items are intended to elicit information to support conclusions by the ZBA or PC and the Village Board that the required findings/standards for a variation under the Zoning Code have been established and met. Therefore, please complete these items carefully.

A. Standards Applicable to All Variations Requested:

1. Provide evidence that due to the characteristics of the property in question, there are practical difficulties or particular hardship for the applicant/owner in carrying out the strict letter of the Zoning Code:

Carrying out the strict letter of the Zoning Code would require Owner to demolish the sun room addition, a masonry structure approximately 21' by 16', including a large brick fireplace.

2. a. Provide evidence that the property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code (i.e., without one or more variations):

OR

- b. Provide evidence that the plight of the applicant/owner is due to unique circumstances relating to the property in question:

Acting in good faith, Owner filed the necessary land transfer/plat of resubdivision required by the Village for issuance of the sun room building permit. By letter dated June 23, 2011, the Village informed Owner that the plat of resubdivision should be recorded with the DuPage County Recorder. Because issuance of a building permit hinged on approval of the plat of resubdivision, Owner mistakenly believed that Village issuance of the permit meant all resubdivision matters were 100% complete. Work on the sun room addition began immediately and was completed in 2011. Owner sold 680 Lenox in October of 2019. Owner became aware the resubdivision plat had not been recorded when the new 680 Lenox owner ran into difficulty obtaining a building permit from the Village. Specifically, Village records indicated the 680 Lenox lot was the size as indicated in the unrecorded plat of resubdivision. The sun room was built for approximately \$95,000 in 2011. Demolition of the structure today would cost approximately \$58,000. Owner's contract for the sun room addition is attached as is the estimate for demolition and restoration. If Applicant is required to demolish the sun room it would result in a net out-of-pocket expenditures of \$153,000.

3. Provide evidence that the requested variation(s), if granted, will not alter the essential character of the locality of the property in question:

The requested variation will not result in any new construction and thus will not alter the locality of the property in question.

- B. For the purpose of supplementing the above standards, the ZBA or PC, in making its recommendation that there are practical difficulties or particular hardships, shall also take into consideration the extent to which the evidence establishes or fails to establish the following facts favorably to the applicant:

1. Provide evidence that the particular physical surroundings, shape or topographical condition of the property in question would bring particular hardship upon the applicant/owner as distinguished from a mere inconvenience if the strict letter of the Zoning Code were to be carried out:

The 685 Park lot is relatively narrow (75') in relation to the residence. Additionally, the lot slopes significantly from front to back (west to east). The sun room is supported by deep concrete piers and columns. If Owner is required to demolish the sun room, removal of the concrete piers and columns must necessarily use large construction vehicles/equipment. Access of such vehicles and equipment to the rear of the home will require access over adjacent lots, a potentially extreme imposition on the neighbors.

2. Provide evidence that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning district:

This situation is unique because the sun room addition initially required a land transfer for issuance of the building permit. And Owner was under the impression that the land transfer had occurred. This condition would not be applicable generally to other property.

3. Provide evidence that the purpose of the variation is not based exclusively upon a desire to make more money out of the property in question:

The sun room addition was constructed in 2011 to create additional family space for the home. Owner is requesting the variation in order to avoid the significant expense of demolishing something which already exists.

4. Provide evidence that the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property in question or by the applicant.

The Village's issuance of the building permit led Owner to believe that all required conditions for construction of the sun room had been met. It was only after Owner sold 680 Lenox, more than eight years following completion of construction, that Applicant discovered the plat of resubdivision had not been recorded.

5. Provide evidence that the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property in question is located.

Granting the variation will not result in any new construction and thus will not be detrimental to public welfare or injurious to other property. However, rejecting the variation could very well result in injury to other property because use of heavy equipment in the sun room's demolition will impact neighboring lots.

6. Provide evidence that the proposed variation will not:

- a. Impair an adequate supply of light and air to adjacent property;

There will be no change to the supply of light and air to adjacent property.

- b. Substantially increase the hazard from fire or other dangers to the property in question or adjacent property;

There will be no change to existing structure and thus hazards from fire other dangers will not increase. Rejecting the variance will require demolition, resulting in an increase of danger due to the need for heavy equipment access and construction.

- c. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of the Village;

Because the property remains unchanged, the public health, safety, comfort, moral and general welfare of Village inhabitants will not be impaired.

- d. Diminish or impair property values within the neighborhood;

Because the property remains unchanged, property values in the neighborhood will not be diminished or impaired.

- e. Unduly increase traffic congestion in the public streets and highway;

Traffic congestion will not be increased.

- f. Create a nuisance; or

Because there is no change to the residence or surroundings, no nuisance will be created. Rejecting the variation will result in demolition which will inconvenience neighboring property owners.

- g. Results in an increase in public expenditures.

Granting the variation will not result in any public expenditures.

7. Provide evidence that the variation is the minimum variation that will make possible the reasonable use of the land, building or structure.

Owner does not believe there is any minimum variation alternative.

8. Please add any comments which may assist the commission in reviewing this application.

Owners have been long-time Village residents and are involved in the community. And they sincerely regret this situation has occurred. When planning the sun room addition, they earnestly undertook the steps required by the Village to obtain the permit, including spending significant time and expense on the land transfer. They believed these steps were complete when the Village issued the sun room building permit. Accordingly, they respectfully request approval of this variation.

VI. CERTIFICATIONS, CONSENT AND SIGNATURE(S)

I (We) certify that all of the statements and documents submitted as part of this application are true and complete to the best of my (our) knowledge and belief.

I (We) consent to the entry in or upon the premises described in the application by any authorized official of the Village of Glen Ellyn.

I (We) certify that I (we) have carefully reviewed the Glen Ellyn Zoning Variation Request Package and applicable provisions of the Glen Ellyn Zoning Code.

I (We) consent to accept and pay the cost to publish a notice of Public Hearing as submitted on an invoice from the publishing newspaper. I (we) understand that our request will not be scheduled for a Village Board agenda until and unless this invoice is paid.

<u>4/2/20</u> Date	<u>Steven K. Norgaard</u> Print Name	<u></u> Signature of Applicant
 Date	 Print Name	 Signature of Applicant
 Date	 Print Name	 Signature of Applicant

AFFIDAVIT OF AUTHORIZATION

We, Chris Faber and Sheila Faber owner of the property described as

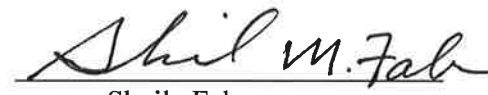
Lot 21 (except the South 25 feet thereof) in Collins and Gauntlett's Lake Glen Ellyn, being a Subdivision of Lots 22 to 29, and 33 to 68, in John A. Brown's addition to Glen Ellyn, in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Common Address: 685 N. Park Blvd, Glen Ellyn, IL PIN: 05-11-211-010

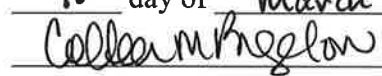
verify that Steven K. Norgaard

is duly authorized to apply and represent my interests before the Glen Ellyn Plan Commission, Zoning Board of Appeals and/or Village Board. Owner acknowledges that any notice given applicant is actual notice to owner.

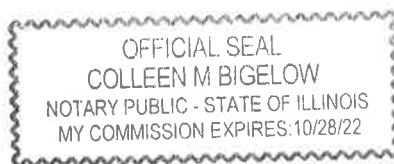

Chris Faber


Sheila Faber

Subscribed and sworn to before me this

10th day of March, 2020


Notary Public



Affidavit Affirming No Conflict of Interest

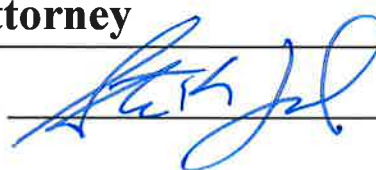
The undersigned, being duly sworn and under oath, states as follows:

1. My name is **Steven K. Norgaard**, and I hold the position of **attorney** for **Christopher Faber and Sheila Faber** ("**Owner**").
2. I have personal knowledge of all facts stated in this Affidavit, and if called to testify, I could and would testify competently thereto.
3. I am authorized by the Owner to make the representations and statements in this Affidavit on the Owner's behalf in support of the application for development approval ("**Application**") the Owner filed with the Village of Glen Ellyn ("**Village**").
4. To the best of my knowledge, and as of the Application's date, no individual that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Owner, the Application, or the project proposed by the Owner.
5. To the best of my knowledge, and as of the Application's date, no individual that is related to any person that is employed by the Village or sits on an elected or appointed Village board or commission has a financial interest in the Owner, the Application, or the project proposed by the Owner.
6. I will immediately notify the Village if the Owner learns of the material inaccuracy of any statement within this Affidavit.

Further affiant sayeth naught.

Name: **Steven K. Norgaard**

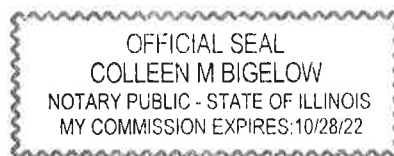
Title: **Attorney**

Signature: 

Subscribed and sworn to me this

2nd day of April, 2020.


Notary Public



TRUSTEE'S DEED

THIS INDENTURE,
made this 12th day of
DECEMBER, 2007,
between **DIANE M.
JEDLINSKI AS
TRUSTEE OF THE
FIRST
AMENDMENT
AND
RESTATEMENT
OF DIANE M.
JEDLINSKI TRUST
DATED MARCH
23, 2000,**
GRANTOR, and

**FRED BUCHOLZ****DUPAGE COUNTY RECORDER**

JAN. 08, 2008

RHSP 8:27 AM

DEED

05-11-211-028

003 PAGES**R2008-003265**STATE & COUNTY
TAX

STATE OF ILLINOIS



JAN.-8.08

DUPAGE COUNTY

0000078957

REAL ESTATE
TRANSFER TAX

0150000

FP326681

FOR RECORDER'S USE ONLY

CHRISTOPHER FABER AND SHEILA FABER, of 677 HIGHLAND AVENUE, GLEN ELLYN, IL 60137, GRANTEES, WITNESSETH, That the Grantors, in consideration of the sum of Ten Dollars, and other good and valuable consideration, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor, as said Trustee Grantor, as said Trustee other power and authority the grantor herunto enabling, does hereby convey and warrant unto the Grantees, in fee simple in Tenancy in Common the following described real estate, situated in the County of DuPage and State of Illinois, to wit: **LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

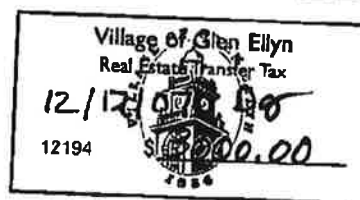
Address of real estate: 680 LENOX ROAD, GLEN ELLYN, IL 60137. P.I.N.: 05-11-211-028

Grantor, for itself and its successors, further covenants, promises and agrees with Grantee, its heirs and assigns, that it has not done or suffered to be done anything so that the property is or may be in any manner encumbered or charged except as set forth in this deed; and covenants further that it will warrant and defend the property against all persons lawfully claiming by, through, or under it, subject to all encumbrances and charges against property title and interest of record.

Subject to: General real estate taxes not due and payable at the time of Closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

IN WITNESS WHEREOF, the Grantor, **DIANE M. JEDLINSKI**, as Trustee as aforesaid, hereunto sets her hand and seal the day and year first above written.

Diane M. Jedlinski
DIANE M. JEDLINSKI
as Trustee as aforesaid



LEGAL DESCRIPTION

The Southerly 10 feet (as measured on the Easterly and Westerly lot lines) of Lot 19 and all of Lot 20 in Collin's and Gauntlett's Lake Glen Ellyn, being a Resubdivision of Lots 22 to 29, inclusive, and 33 to 68, inclusive, in John A. Brown's Addition to Glen Ellyn, being a Subdivision in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Collin's and Gauntlett's Lake Glen Ellyn recorded October 21, 1914 as Document No. 118383, in DuPage County, Illinois.

P.I.N.: 05-11-211-028

Property Address: 680 Lenox Road, Glen Ellyn, IL 60137

Attachment: 1. Petitioners Application Materials (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

STATE OF ILLINOIS }
COUNTY OF DuPAGE } ss

I, the undersigned, notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **DIANE M. JEDLINSKI**, as Trustee as aforesaid, 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 acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of DECEMBER, 2007.

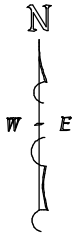
Suzanne P. Jones
Notary Public

Commission expires: 09-05-11

This instrument was prepared by Joseph R. Fortunato, 4112 Cass Avenue, Westmont, IL 60559.
Mail Subsequent tax bills to: Christopher Faber, 680 LENOX ROAD, GLEN ELLYN, IL 60137.
After Recording mail to: Steven K. Norgaard, 493 Duane Street, 4th Floor, Glen Ellyn, IL 60137.



SCALE: 1" = 20 FEET

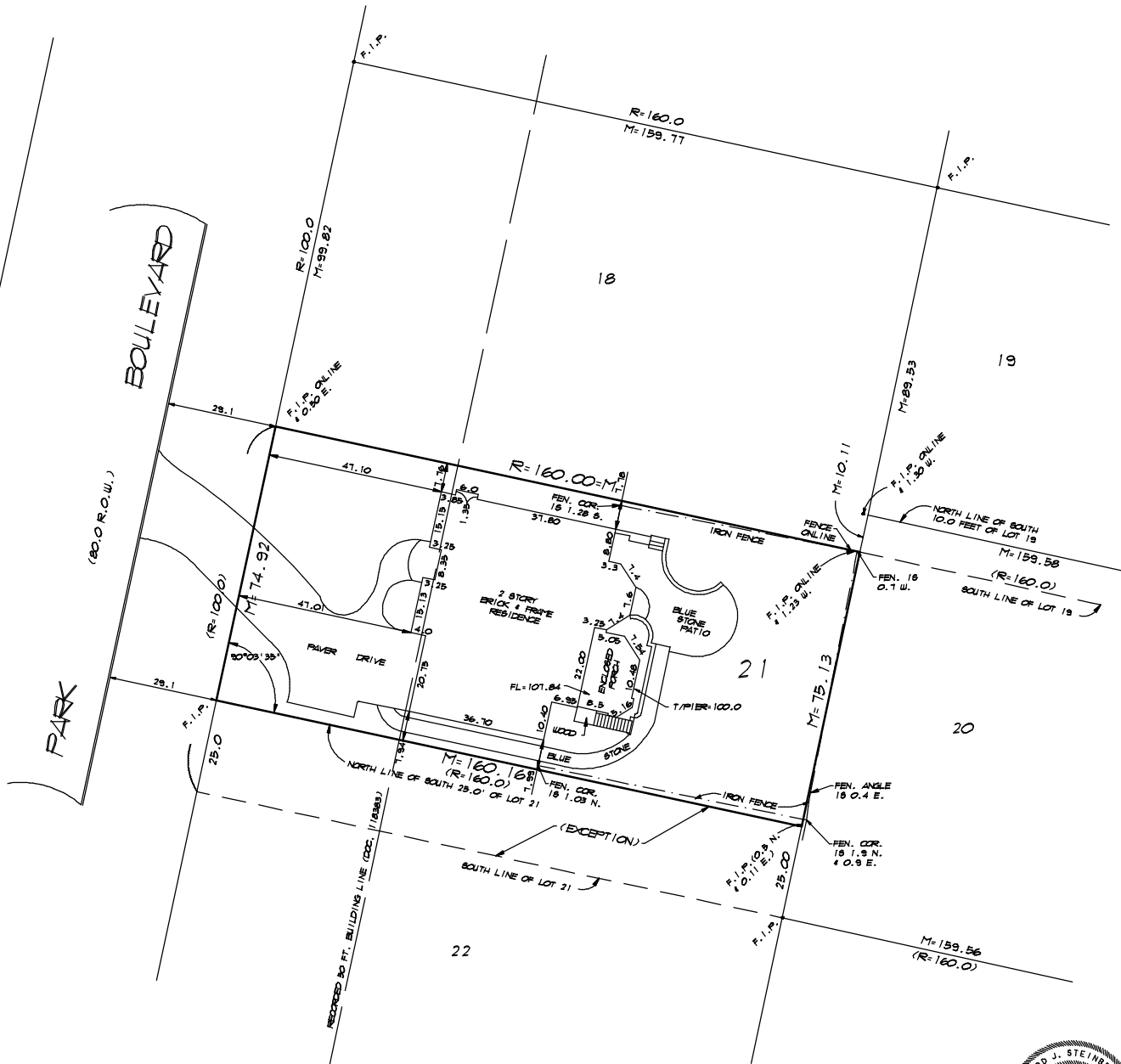


PLAT OF SURVEY

OF LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 60, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 685 N. Park Boulevard, Glen Ellyn, Illinois.

Prepared for Chris Faber



LEGEND

F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
R = RECORDED DISTANCE
M = MEASURED DISTANCE
D = DEED
R.O.W. = RIGHT OF WAY
RAD. = RADIUS
CONC. = CONCRETE
MAN. = MANHOLE
W.V. = WATER VALVE VAULT
INV. = INVERT
PVC = POLYVINYL CHLORIDE PIPE
RCP = REINFORCED CONCRETE PIPE
TC = TOP OF CURB
EP = EDGE OF PAVEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

This is to certify that Steinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Design Firm Corporation No. 184-003126, has surveyed the property shown and described hereon, which is to the best of our knowledge and belief, a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

West Chicago, Illinois, March 5, 2020



Steinbrecher Land Surveyors, Inc.



Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Noltner Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020

DD1745:685NPARK



FABER RESIDENCE
685 N. PARK BLVD
GLEN ELLYN, IL 60131

Attachment: 3. East (Rear) Elevation - Existing (4464 : 685 N. Park Boulevard - Construction Necessitated

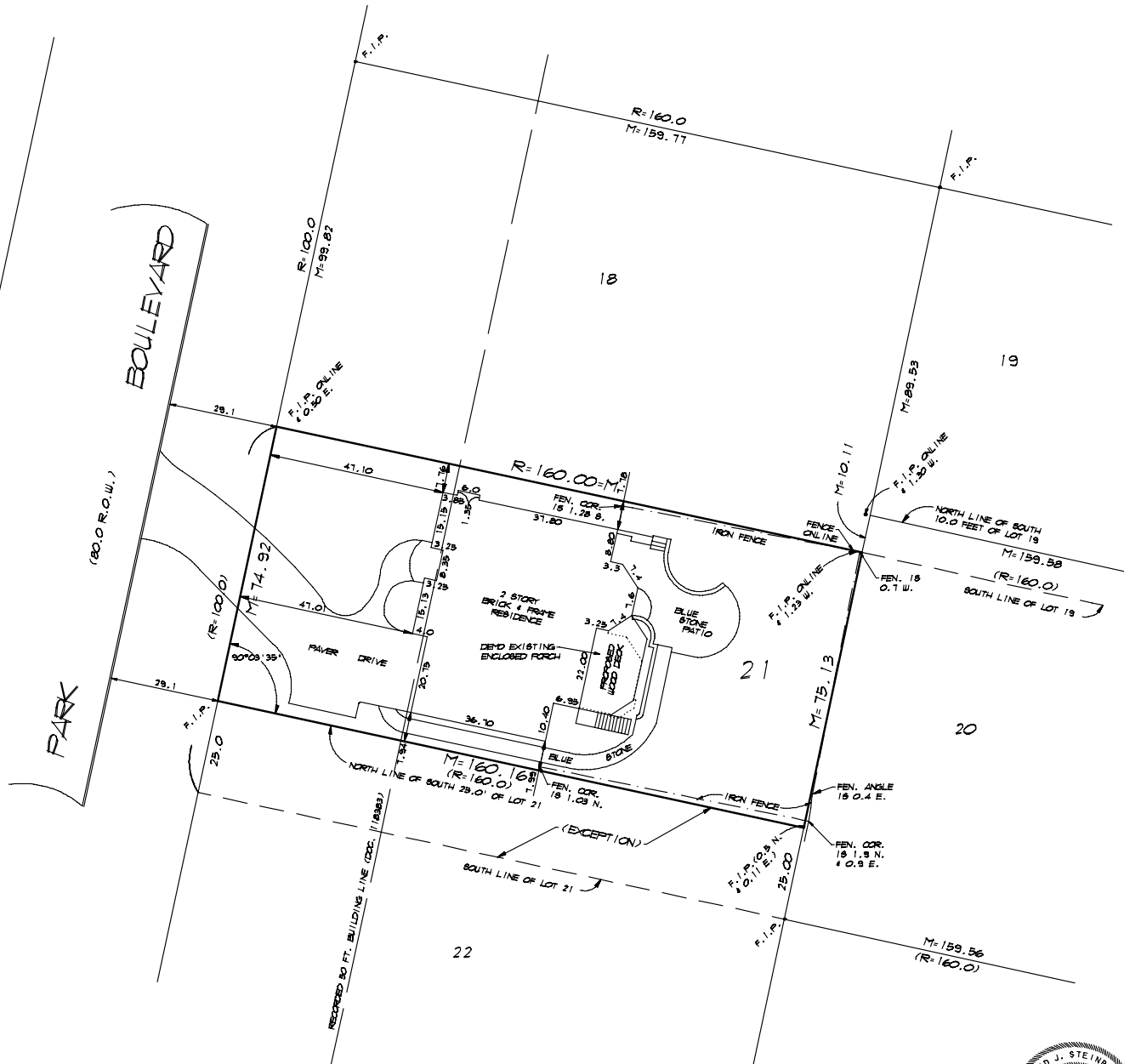
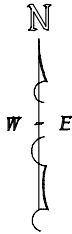
PLAT OF SURVEY

OF LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 685 N. Park Boulevard, Glen Ellyn, Illinois.

Prepared for Chris Faber

SCALE: 1" = 20 FEET



LEGEND

F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
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M = MEASURED DISTANCE
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PVC = POLYVINYL CHLORIDE PIPE
R.C.P. = REINFORCED CONCRETE PIPE
T.C. = TOP OF CURB
E.P. = EDGE OF PAVEMENT

LOT COVERAGE TABLE

LOT AREA = 12,010 SF
12,010 X 20% (0.2) = 2402
HOUSE (FOOTPRINT) - 2782 SF
ENCLOSED PORCH - 278 SF

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S. S.

This is to certify that Steinbrecher Land Surveyors, Inc., Registered Professional Land Surveying Design Firm Corporation No. 184-003126, has surveyed the property shown and described hereon, which is to the best of our knowledge and belief, a correct representation thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.



Steinbrecher Land Surveyors, Inc.



Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neilnor Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

West Chicago, Illinois, March 5, 2020
Revised March 20, 2020 - Show proposed deck

Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020

DD1745:685NPK



FABER RESIDENCE
685 N. PARK BLVD
GLEN ELLYN, IL 60131

Attachment: 5. Elevations (E, N, S) - Alternative w Deck (4464 : 685 N. Park Boulevard - Construction



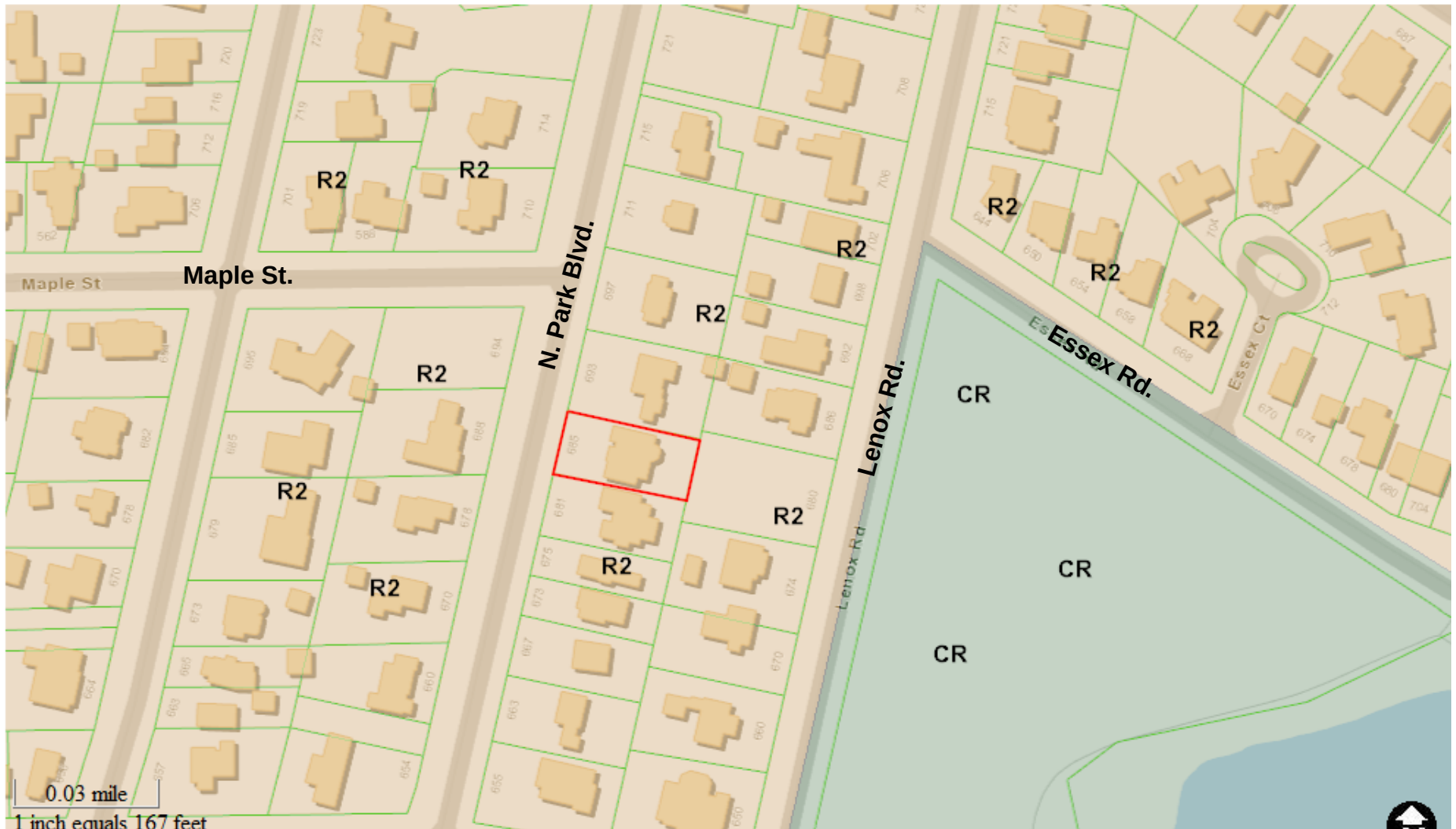
FABER RESIDENCE
685 N. PARK BLVD
GLEN ELLYN, IL 60137

Attachment: 5. Elevations (E, N, S) - Alternative w Deck (4464 : 685 N. Park Boulevard - Construction



FABER RESIDENCE
685 N. PARK BLVD
GLEN ELLYN, IL 60131

Zoning & Location Map



Map created on May 8, 2020.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

685 N. Park Blvd - Aerial Photo

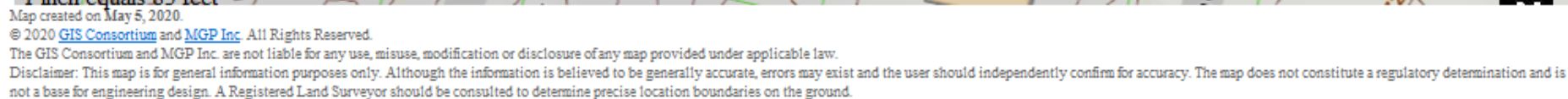


Map created on May 8, 2020.

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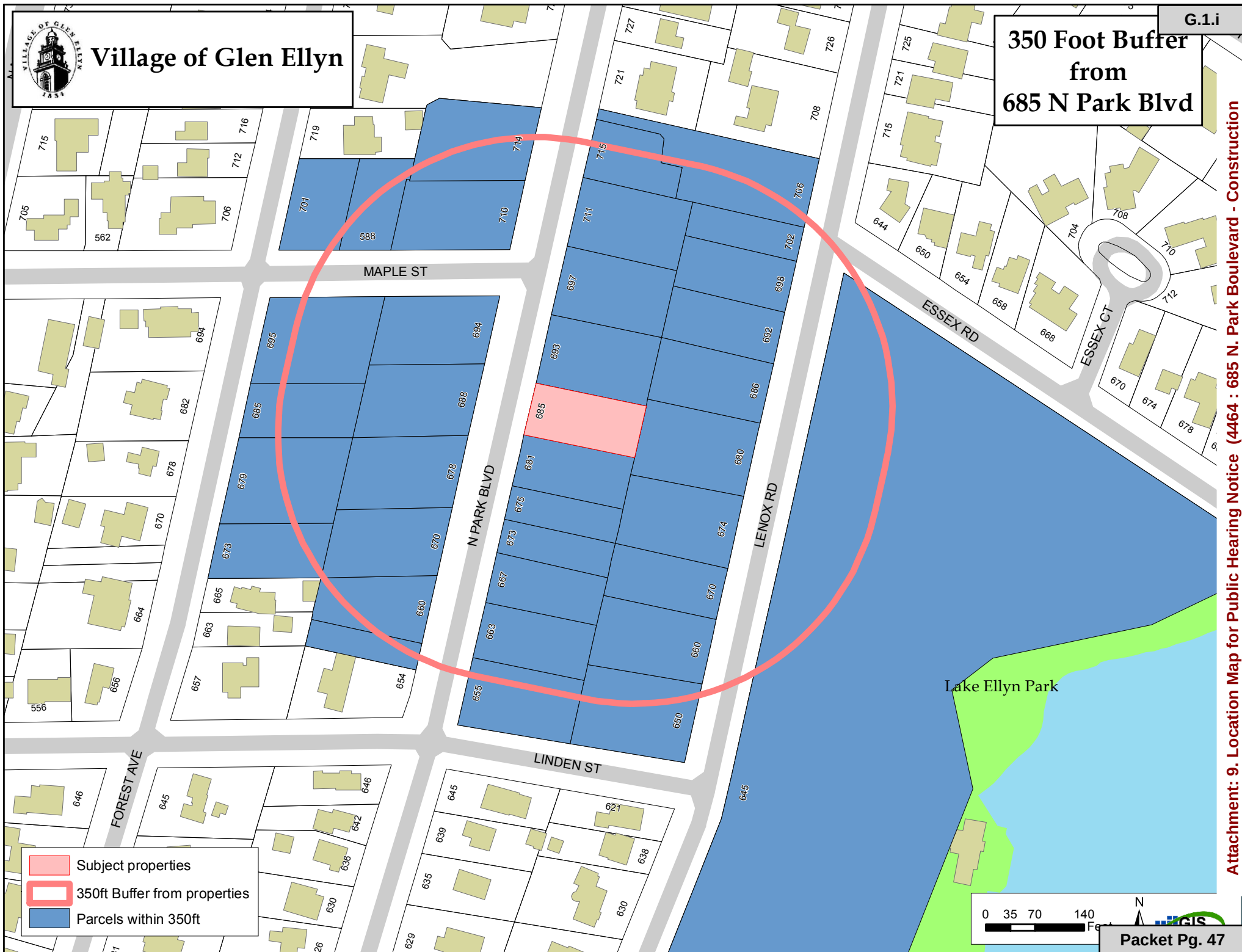




Village of Glen Ellyn

G.1.i

350 Foot Buffer
from
685 N Park Blvd



PIN	BILLNAME	BILLSTNUM	BILLSTDIR	BILLSTNAME	BILLAPT	BILLCITY	BILLSTATE	BILLZIP	BILLZIPSUF
0511211027	BROWN, THOMAS	686		LENOX ROAD		GLEN ELLYN	IL	60137	0000
0511211039	BURT, STEPHEN & EMILY	706		LENOX RD		GLEN ELLYN	IL	60137	0000
0511112020	CHRISMAN TR, BARBARA	701		FOREST AVE		GLEN ELLYN	IL	60137	0000
0511112021	CRISTIANO, SUSAN M	588		MAPLE ST		GLEN ELLYN	IL	60137	0000
0511112027	CUSHING, HEATHER ANN TR	714	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211010	FABER, CHRISTOPHER	685	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119013	FLYNN, MARK E	654	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211026	FRENCH, BONDURANT & HOLLIS	692		LENOX RD		GLEN ELLYN	IL	60137	0000
0511215001	GLEN ELLYN PARK DIST	185		SPRING AVE		GLEN ELLYN	IL	60137	0000
0511211025	GOYAK, KEVIN & KAREN	698		LENOX RD		GLEN ELLYN	IL	60137	4270
0511211007	GREEN, ROBERT T	711	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211014	HILLGOTH, JEFFREY & JILL	667	N	PARK BLVD		GLEN ELLYN	IL	60137	4144
0511211012	KING JR, PATRICK & SHEILA	675	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119009	LEMME, BARBARA HANSEN	688	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119002	MALTBY TR, TRACEY	685		FOREST AVE		GLEN ELLYN	IL	60137	0000
0511119012	MCBRIDE, MICHAEL & M	660	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211037	MESA, ENRIQUE & LORI	650		LENOX RD		GLEN ELLYN	IL	60137	4270
0511211024	MESSERSCHMIDT, ERIC	702		LENOX RD		GLEN ELLYN	IL	60137	3932
0511211011	MODRUSON, F & L SHIGLEY	681	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211031	MURTAUGH, CHRISTOPHER D	660		LENOX RD		GLEN ELLYN	IL	60137	0000
0511112023	OGDEN, SHARON	710	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211009	PARK, SCOTT & ALISON	693	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211040	PECORELLA, LAWRENCE & C	715	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211008	PIGOTT, JOHN & SANDRA	697	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211015	QUALLO, TYLER & STEPHANIE	663	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211016	REICK, CATHRYN	655	N	PARK BLVD		GLEN ELLYN	IL	60137	4144
0511119004	ROWSELL, JOHN & KRISTI	673		FOREST AVE		GLEN ELLYN	IL	60137	0000
0511119010	RUZICKA, WILLIAM & PHYLLIS	678	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119011	SAMATAS, JEREMY & C	670	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511211013	SANDOR, CHARLES & LINDA	673		PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119008	SCHWARTZ, ALLEN & JANET	695		FOREST AVE		GLEN ELLYN	IL	60137	0000
0511211029	SKALKOS, ANDREW & MARY	783	N	PARK BLVD		GLEN ELLYN	IL	60137	0000
0511119003	WOODS JR, L J & A HANLEY	679		FOREST AVE		GLEN ELLYN	IL	60137	0000

Attachment: 10. Mailing List for Public Hearing Notice (4464 : 685 N. Park Boulevard - Construction



NOTICE OF PUBLIC HEARING

Steven K. Norgaard, applicant on behalf of the owners of the property located at 685 N. Park Boulevard, Christopher and Sheila Faber, is requesting a public hearing for a construction necessitated zoning variation in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider this variation on Tuesday, May 12, 2020 at 7:00 p.m. via the virtual meeting platform, Zoom.

The applicant is requesting approval of a construction necessitated zoning variation from the Glen Ellyn Zoning Code to allow an existing sunroom addition to remain on an existing single-family home of more than one-story on the subject property as follows:

1. Section 10-4-8(E)(1) to allow a lot coverage of approximately 25.5 percent on the subject property for which the maximum permitted lot coverage is 20 percent;
2. Any other zoning relief necessary to allow the sunroom addition to remain, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property commonly known as 685 N. Park Boulevard is zoned R2, Residential District, and is legally described as follows:

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-11-211-010

Plans related to the proposed project are on file in the Community Development Department, Civic Center, 535 Duane Street, Glen Ellyn, Illinois. These plans a staff report will be posted on the Village's website for public viewing no later than Friday, May 8, 2020. If you have questions, please contact Katie Ashbaugh, Planner, at (630) 547-5249.

On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120 allowing Zoning Board of Appeals members to participate electronically in meetings. The Public is welcome to observe and participate in all meetings of the Zoning Board of Appeals.

Any public questions or comments should be submitted in advance of the meeting via email to kashbaugh@glenellyn.org. All public comments received by 5:00 pm on Tuesday, May 12, 2020 will be read into the record at the public hearing. The public may also observe the meeting in progress on Zoom. The Zoom information is provided below.

Join from a PC, Mac, iPad, iPhone or Android device:

Please type this URL into your browser to join.

<https://zoom.us/j/99032744628?pwd=ZUhzS09JVG5PTGI5ZTh6RjIva0MzUT09>

Password: 755477

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 301 715 8592 or
+1 346 248 7799 or +1 669 900 9128

Webinar ID: 990 3274 4628

Password: 755477

Questions and comments after the meeting can be emailed to kashbaugh@glenellyn.org. These temporary meeting procedures will be eliminated once the emergency declaration is lifted.

NOTICE OF PUBLIC HEARING

Stephen K. Norgaard, applicant on behalf of the owners of the property located at 685 N. Park Boulevard, Christopher and Sheila Faber, is requesting a public hearing for a construction necessitated zoning variation in accordance with Section 10-10-12 of the Glen Ellyn Zoning Code. The Glen Ellyn Zoning Board of Appeals will conduct a public hearing to consider this variation on Tuesday, May 12, 2020 at 7:00 p.m. via the virtual meeting platform, Zoom.

The applicant is requesting approval of a construction necessitated zoning variation from the Glen Ellyn Zoning Code to allow an existing sunroom addition to remain on an existing single-family home of more than one-story on the subject property as follows:

1. Section 10-4-8(E)(1) to allow a lot coverage of approximately 25.5 percent on the subject property for which the maximum permitted lot coverage is 20 percent;

2. Any other zoning relief necessary to allow the sunroom addition to remain, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

As an alternative to the above construction necessitated zoning variation, the applicant is also requesting approval of the following zoning variations from the Glen Ellyn Zoning Code to allow the reconstruction of a previously existing deck on the subject property as follows:

1. Section 10-5-3(B)(4) #8 to allow a height of approximately 9 feet in lieu of the maximum permitted height of 7 feet;

3. Section 10-4-8(E)(1) to allow a maximum permitted lot coverage of approximately 25.7 percent on the subject property currently improved with a single-family home of more than one-story, for which the maximum permitted lot coverage is 20 percent; and

4. Any other zoning relief necessary to allow the reconstruction of a previously existing deck, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

The property commonly known as 685 N. Park Boulevard is zoned R2, Residential District, and is legally described as follows:

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 48, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DUPAGE COUNTY, ILLINOIS.

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Th6RlVva0MzUT09

Password: 755477

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or

+1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 990 3274 4628

Password: 755477

Questions and comments after the meeting can be emailed to kashbaugh@glenellyn.org. These temporary meeting procedures will be eliminated once the emergency declaration is lifted.

Published in Daily Herald April 27, 2020 (4544197)

RECEIVED

MAY 05 2020

VILLAGE OF GLEN ELLYN

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville and has been circulated daily in the Village(s) of:

Addison, Aurora, Bartlett, Bensenville, Bloomingdale, Carol Stream, Darien, Downers Grove, Elmhurst, Glen Ellyn, Glendale Heights, Hanover Park, Hinsdale, Itasca, Keeneyville, Lisle, Lombard, Medina Naperville, Oakbrook, Oakbrook Terrace, Plainfield, Roselle, Villa Park, Warrenville, West Chicago, Westmont, Wheaton, Willowbrook, Winfield, Wood Dale, Woodridge

County(ies) of DuPage

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is in general circulation throughout said Village(s), County(ies) and State.

I further certify that the DuPage County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/27/2020 in said DuPage County DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY

Paula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4544197

Faber Residence
685 N. Park Boulevard
Glen Ellyn, Illinois

Petition for Variation Approval

I, the undersigned, am aware of Chris and Sheila Faber's Application for Variation from the Village zoning code lot coverage ratio of 20%, which variation would allow the Fabers' to maintain the sunroom addition to their home in its existing condition.

It is my belief that granting the variation will not: (i) be detrimental to the public welfare or injurious to other property or improvements in the neighborhood; (ii) impair an adequate supply of light and air to adjacent property; (iii) will not substantially increase the hazard from fire or other dangers to the property in question or adjacent property; (iv) impart the public health, safety, comfort, morals or general welfare of Village inhabitants; (v) diminish or impair property values within the neighborhood; (vi) affect traffic congestion in the public streets and highways, (vii) create a nuisance; or (viii) result in public expenditures to the best of my knowledge.

I am in support of approving the Fabers' zoning variation request.

[illegible]

Faber Residence
685 N. Park Boulevard
Glen Ellyn, Illinois

Petition for Variation Approval

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[illegible]

Faber Residence
685 N. Park Boulevard
Glen Ellyn, Illinois

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I am in support of approving the Fabers' zoning variation request.

[illegible]

685 N. Park Blvd. – Construction Necessitated Zoning Variation Request

Existing Conditions Photos



Rear of home –
zoom-in
underneath
sunroom

685 N. Park Blvd. – Construction Necessitated Zoning Variation Request

Existing Conditions Photos



Rear of home –
zoom-in on
sunroom

685 N. Park Blvd. – Construction Necessitated Zoning Variation Request
Existing Conditions Photos



Rear of home –
zoom-out

685 N. Park Blvd. – Construction Necessitated Zoning Variation Request
Existing Conditions Photos



Side of home –
looking south

685 N. Park Blvd. – Construction Necessitated Zoning Variation Request
Existing Conditions Photos



Stairs to
deck/sunroom



July 10, 2011

Faber Remodel

Company Name: Thomas Gorton Homes
 Represented by: Tom Evans
 Company Address: 587 Phillips Avenue, Glen Ellyn, IL 60137
 Telephone Number: 630.240.7126 Fax: 630.469.8078
 Email address: tom@thomasgortonhomes.com

1. Allowances: (See page 2)	\$10,740
2. Excavation	\$1,500
3. Concrete Work	\$5,075
4. Masonry	\$10,662
5. Demolition	\$ 1,875
6. Dumpsters:	\$ 1,225
7. Rough Carpentry:	\$8,676
8. Framing lumber	\$4,875
9. Finish Carpentry:	\$ 3,755
10. Insulation and Vapor Barriers (Spray foam)	\$ 6,775
11. Roofing:	\$6,350
12. Flashing and Sheet Metal:	\$ 675
13. Siding, soffits, fascia window trim & brackets	\$3,125
14. Gutters & downspouts	\$2,900
15. Doors & Windows:	\$6,482
16. Interior wall treatment	\$2,800
17. Electrical (per print)	\$2,175

Sub-total: \$79,665

Overhead & Profit: \$ 15,933

Grand Total: \$95,598

Estimated date to begin construction: _____

Estimated time to completion: _____



**Project: Removal of 3 Season Room at 685 N. Park Blvd., Glen Ellyn
1/4/2020**

Overview:

Thomas Gorton Homes (TGH) to provide general contracting services. TGH to provide all other construction materials either direct or through licensed and bonded sub-contractors.

Scope of work:

Demolition:

- Disconnect electric to the 3 Season Room
- Remove cedar roof and all roofing components including power skylights
- Remove walls and windows
- Remove tile floor, floor heat and subfloor
- Remove insulation and plywood cap under deck
- Remove full masonry fireplace including gas line.
- Dispose all materials to dumpsters

Restoration:

- Replace existing floor joists with pressure treated lumber
- Install new cedar decking
- Install new code compliant deck railings
- Stain & Paint deck
- Install new exterior lights
- Restore landscaping damaged during demolition and reconstruction

Total: \$58,427

Thank you for the opportunity to quote on this project.

Thomas Evans

President, Thomas Gorton Homes

685 N. Park/680 Lenox Property History

Date	Action/Event
2001/12/11	Ordinance 5035-Z, first reading. This ordinance includes provisions to decrease the maximum permitted lot coverage for structures greater than one-story in R2 from 25% to 20%.
2002/01/14	Ordinance 5035-Z, second reading and adoption.
2002/02/27	Permit B21505 1 & 2 family zoning worksheet received; indicates proposed lot coverage of 2,767 s.f. on 12,000 s.f. lot; maximum lot coverage is 25% for 2-story homes; lot coverage is 23.7%.
2002/03/01	Ordinance 5035-Z goes into effect.
2002/6/17	Permit B21505 issued to PJ Murphy for new construction of SFH, 685 N. Park.
2003/7/18	Permit 21505 final inspection approved.
2003/9/10	Permit 22843 issued to PJ Murphy to demolish existing SFH at 680 Lenox.
2004/01/10	Permit 22843 refund of deposit issued to PJ Murphy.
2007/12/12	Fabers purchase 680 Lenox (R2008-003265; deed)
2007/12/12	Fabers purchase 685 N. Park (R2008-181335; mortgage)
2008/01/17	Permit 20080170 issued to Fabers to install fence around 685 N. Park and 680 Lenox.
2011/05/11	Permit 20110599 filed to install sunroom in place of existing deck off of rear of home.
2011/06/13	Land transfer to add the rear 35' of 680 Lenox to 685 N. Park was submitted.
2011/06/23	Letter sent to Fabers approving land transfer; Planner Stegall directed Fabers to submit a plat of resubdivision with pertinent information and signatures for Director Springer to sign and that upon her signature, it "may be recorded".
2011/07/22	Director Springer signed plat titled, Faber's Subdivision, which transferred 40' of 680 Lenox to 685 N. Park
2011/07/22	Building & Zoning Official Kvapil approved permit 20110599 to install sunroom.
2013/03/15	Permit 20130278 filed by Fabers for installation of patio.
2013/06/24	Permit 20130278 final inspections are passed.
2013/07/03	Permit 20130278 refund of deposit issued.
2019/09/25	Fabers sell 680 Lenox to Rinaldos. (R2019-106015)
2019/12/09	Permit 20193153 filed by Fabers for new SFH at 680 Lenox.
2019/12/11	Fence and trees/shrubs relocated without permit by Fabers.
2020/01/08	Chris Faber meets with Planner Ashbaugh to discuss CNZV process for LCR to allow sunroom permitted in 3/2013 to remain; Planner Ashbaugh sends summary email.
2020/01/31	Attorney Norgaard, representing the Fabers, leaves VM with Director Springer about CNZV.
2020/02/07	Planner Ashbaugh responds to Attorney Norgaard via email with CNZV and 1/8/2020 correspondence with client; Mr. Faber responds and thanks Planner Ashbaugh
2020/02/10	Attorney Norgaard acknowledges receipt of Planner Ashbaugh email; phone call scheduled.
2020/02/11	Planner Ashbaugh sends follow-up email to Attorney Norgaard following phone call.
2020/02/28	Permit 20193153 issued.
2020/03/02	Rinaldos sign mortgage document. (R2020-021178)
2020/03/11	Permit 20193153 payment collected.
2020/04/03	Construction Necessitated Zoning Variation filed.

VILLAGE OF GLEN ELLYN

ORDINANCE NO. 5035-2

AN ORDINANCE AMENDING SECTIONS
OF THE GLEN ELLYN ZONING CODE
INCLUDING BULK REGULATIONS FOR
SINGLE FAMILY HOMES, SELECTED DEFINITIONS,
PERMITTED OBSTRUCTIONS IN REQUIRED YARD SETBACKS,
AND OTHER MISCELLANEOUS AMENDMENTS
PRIMARILY IN SINGLE FAMILY RESIDENTIAL DISTRICTS

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE
VILLAGE OF GLEN ELLYN
DUPAGE COUNTY, ILLINOIS
THIS 14TH DAY OF JANUARY, 20 02.

Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois, this 25TH
day of JANUARY, 20 02.

ORDINANCE NO. 5035-2

AN ORDINANCE AMENDING SECTIONS
OF THE GLEN ELLYN ZONING CODE
INCLUDING BULK REGULATIONS FOR
SINGLE FAMILY HOMES, SELECTED DEFINITIONS,
PERMITTED OBSTRUCTIONS IN REQUIRED YARD SETBACKS,
AND OTHER MISCELLANEOUS AMENDMENTS
PRIMARILY IN SINGLE FAMILY RESIDENTIAL DISTRICTS

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn, Illinois on April 17, 2000, discussed the Glen Ellyn Zoning Ordinance and requested the Plan Commission to conduct a review of the Zoning Code, especially with regard to bulk requirements, selected definitions, and permitted obstacles in required yard setbacks, especially in single family residential districts; and

WHEREAS, the Glen Ellyn Plan Commission conducted seven public meetings and citizen input workshops regarding concerns and possible modifications to the Zoning Ordinance; and

WHEREAS, following due and proper public notice, the Glen Ellyn Plan Commission conducted a public hearing on February 22, March 8, April 12, May 3, May 24 and June 28, 2001 to consider proposed Zoning Code text amendments relating to bulk issues, definitions, and permitted uses in required setbacks together with other amendments and the Plan Commission has submitted its Report and Recommendation dated February 22, March 8, April 12, May 3, May 24 and June 28, 2001 to the President and Board of Trustees, a copy of which Report and Recommendation is attached hereto and identified as Exhibit "A"; and

WHEREAS, the President and Board of Trustees have reviewed the transcript of the public hearing and the Report and Recommendation of the Plan Commission, have received and considered documents and testimony from numerous citizens at the Village Board meetings on July 23, August

6, September 10, October 1, October 15, October 22, October 29, November 13, November 19, November 26, December 10, and December 17, 2001, and January 7, 2002 and have determined that amendments to the Glen Ellyn Zoning Code as set forth in this Ordinance are appropriate and in the best interest of the Village; and

WHEREAS, the President and Board of Trustees of the Village of Glen Ellyn find that the proposed amendments to the Glen Ellyn Zoning Code are consistent with the goals of the Village Comprehensive Plan and would promote the public health, safety, and general welfare and, therefore, deem it in the best interest of the Village to accept the Report and Recommendation of the Glen Ellyn Plan Commission and to amend the Glen Ellyn Zoning Code as set forth in Exhibit "B" identified herein and attached hereto;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: The Report and Recommendation of the Glen Ellyn Plan Commission, Exhibit "A" attached hereto, is hereby accepted, and the findings of fact and conclusions set forth above are hereby accepted by the President and Board of Trustees.

SECTION TWO: The Zoning Code of the Village of Glen Ellyn shall be and hereby is amended as set forth in Exhibit "B," attached hereto.

SECTION THREE: All residential construction previously approved by the granting of a Variation or in the Building Permit review process or for which a complete application for Building Permit has been made and accepted by the Planning and Development Department on or before the effective date of this Ordinance, which further conform with all requirements of the Zoning Code prior to passage of this Ordinance, shall not be subject to the regulations set forth in this Ordinance

for the time period remaining, or properly extended, on the Variation or the Building Permit previously issued or in the permit review process.

SECTION FOUR: The Director of Planning and Development is hereby directed to cause the text of the Glen Ellyn Zoning Code to be amended as approved by this Ordinance, said amendments to be inserted in proper order into the Zoning Code, and said Zoning Code to be published and made available for inspection and purchase by the general public.

SECTION FIVE: This Ordinance shall be published in pamphlet form within thirty (30) days after its approval in the manner provided by law and shall be in full force and effect on March 1, 2002.

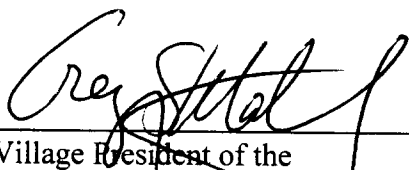
PASSED by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 14TH day of JANUARY, 20 02, on second reading, with first reading having occurred on December 17, 2001.

AYES: MULLERIN, KOHNKE, LOCH, MELROY, RILEY

NAYS: STRAYER

ABSENT: - 0 -

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this 14TH day of JANUARY, 20 02.


Village President of the
Village of Glen Ellyn, Illinois

ATTEST:


Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 25TH day of JANUARY, 20 02.)

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Attachment: 16.a Ordinance 5035 (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

**REPORT AND RECOMMENDATION
OF THE GLEN ELLYN PLAN COMMISSION
REGARDING THE BI-ANNUAL REVIEW
OF THE VILLAGE OF GLEN ELLYN
2000-2001 ZONING CODE TEXT AMENDMENTS**

TO: The President and Village Board of Trustees
Village of Glen Ellyn, Illinois

DATE: Glen Ellyn Plan Commission Meetings, Public Forums and Public Hearings
beginning May 25, 2000 and ending June 28, 2001

Introduction:

The Zoning Code for the Village of Glen Ellyn had the last major renovation approved by the Village Board on May 8, 1989. There is within this ordinance, a requirement that not less than every two years, the Village consider if the code needs to be amended. Since 1989, there have been 18 groups of amendments--some minor, some major--to the Village Code. The Zoning Code is generally intended to protect existing land uses and provide for rational growth. It is intended to protect residential, business, commercial and open space. The Plan Commission is the entity which is to conduct public hearings regarding amendments to the code and make recommendations to the Village Board. The Village Board makes a final determination regarding amendments.

I. Report:

- A. Request -- Zoning Code Text Amendment modifying the following Sections of the Glen Ellyn Zoning Code as published in the Public Hearing Notice:

Adding, modifying or eliminating **definitions** for attic, balcony, basement, walk-out basement, building height, grade, principal building or structure, medical or dental clinic, Comprehensive Plan, deck, two-family dwelling unit, floor area of a residential building, side-load garage, grade, habitable space, lot coverage ratio, lot measurements and visibility triangle.

Modifying regulations pertaining to **automatic zoning** upon annexation of land to the Village of Glen Ellyn.

Adding **outdoor sales and storage** to the list of special uses in commercial zoning districts.

Modifying regulations pertaining to the amount of **ground floor area** required to be reserved for commercial use in commercial zoning districts.

Modifying regulations in all applicable zoning districts for **accessory buildings and uses** to consolidate the information in one section of the Zoning Code.

Modifying regulations in all applicable residential sections of the code pertaining to **minimum yard and lot requirements**, including the elimination or modification of **average front yard setback** and **rear yard setback** requirements in residential zoning districts.

Modifying regulations in all applicable zoning districts pertaining to **fences**.

Modifying regulations for **home occupations** in residential zoning districts.

Consolidating all regulations pertaining to **permitted obstructions** in required yard setbacks in all applicable zoning districts.

Modifying regulations in all application sections of the zoning code regarding **building height**.

Modifying regulations in all applicable sections of the zoning code regarding **floor area ratio** of residential or primarily residential structures.

Modifying regulations pertaining to **driveway and access regulations** to waive requirements for Zoning Code Variations if the Illinois Department of Transportation or DuPage County Division of Highways and Village Engineer approve the design standards.

Modifying regulations pertaining to **performance standards** to apply the requirements to special uses, planned unit developments, and non-residential uses in residential zoning districts. Specific regulations that may be added or changed include: **screening, developer donations, utility lines, and refuse and recycling areas**.

Modifying regulations pertaining to improvements on **substandard lots** less than 6,534 square feet in area and less than 50' in width.

Modifying regulations pertaining to **submittal requirements** for all petitions comprised of multiple parcels.

Adding regulations providing for **administrative variations** or modifying existing regulations to simplify the existing variation process to allow decorative architectural features on residential structures, roof pitches on garages to match roof pitch on single family residence, restoration of features on historically significant structures, floor area ratio bonus if a detached

garage is provided and impervious surface bonus if a side-load garage is provided.

- B. Review and Approval Process -- At a Workshop on April 17, 2000, the Village Board discussed the effectiveness of the zoning ordinance and recommended that the Plan Commission consider possible text amendments. In a memorandum dated April 21, 2000, Gary Webster, Village Manager, conveyed the Village Board's request. Mr. Webster highlighted that patience and persistence will be required as the house size/lot size issue is reviewed. As noted in a memorandum dated April 13, 2001 by Richard L. Dunn, Director of Planning and Development, the items requested to be reviewed were divided into three areas: 1. Bulk requirements - House size and lot size. 2. Substantive zoning text (including: a. Outside storage in commercial areas, b. Exempting historic houses from zoning variations, c. Adding recycling areas, and d. Requiring undergrounding of all utility lines for selected projects). 3. Clarifications or additions to selected zoning text--generally relatively minor typographical and scrivener's errors.
- C. Location -- The proposed text amendments will affect all properties in the zoning district for which the applicable regulation applies.
- D. Zoning -- The Zoning Code regulations will affect all properties within the municipal limits of the Village of Glen Ellyn. Improvements on a specific property are subject to the underlying zoning district regulations.
- E. Documents
1. The following transcriptions/minutes are a record of the Plan Commission meetings:
 - Transcript - May 25, 2000
 - Transcript of Public Forum - July 27, 2000
 - Transcript of Public Forum - July 29, 2000
 - Minutes - August 10, 2000
 - Transcript - October 12, 2000
 - Transcript - October 26, 2000
 - Transcript - November 9, 2000
 - Transcript - February 8, 2001
 - Transcript - February 22, 2001
 - Transcript - March 8, 2001
 - Transcript - April 12, 2001
 - Transcript - May 3, 2001
 - Transcript - May 24, 2001
 - Transcript - June 28, 2001

2. The following exhibits were considered and discussed by the Plan Commission as part of the 2000-2001 Text Amendments:

Memorandums

1. Memo dated September 7, 2001 (redistributed September 21) to Plan Commission from Sandy Williams re zoning code items for consideration.
2. Memo dated February 23, 2001 to Gary Webster from Richard Dunn re summary of public hearing on February 22, 2001.
3. Memo dated February 23, 2001 to Sandy Williams from Pete Pointner re definition wording change.
4. Memo dated February 23, 2001 to Sandy Williams & Richard from Pete Pointner regarding FAR impact of new definition.
5. Memo dated February 26, 2001 to Richard Dunn from Sandy Williams re side yard setback.
6. Memo dated February 27, 2001 to Sandy Williams from Phil Kuchler of PW regarding potential changes to zoning code regulations.
7. Memo dated March 9, 2001 to Gary Webster from Sandy Williams re update of March 8, 2001 Plan Commission meeting.
8. Memo dated April 13, 2001 to Gary Webster from Richard Dunn with Staff Report dated April 5, 2001 from Sandy Williams to Plan Commission with attachment.
9. Memo dated May 25, 2001 to Gary Webster from Richard Dunn re Public Hearing of May 24, 2001.
10. Memo dated June 22, 2001 to Plan Commission from Richard Dunn with attachments for June 28, 2001 public hearing.

Staff Reports

1. Staff Report dated May 19, 2000 from Sandy Williams to Plan Commission with draft schedule, background & summary info for May 25, 2000 Plan Commission meeting.
2. Staff Report dated July 21, 2000 from Sandy Williams to Plan Commission re info for public forum meetings 7/27 & 7/29/00.
3. Staff Report dated August 3, 2000 from Sandy Williams to Plan Commission re miscellaneous.
4. Staff Report dated August 9, 2000 from Sandy Williams to Plan Commission re meeting with various builders, architects, etc. on August 9, 2000.
5. Staff Report dated October 20, 2000 from Sandy Williams to Plan Commission summary of October 12, 2000 meeting.
6. Staff Report dated November 2, 2000 from Sandy Williams to Plan Commission re Definitions, Regulations & Questions.

7. Staff Report dated February 15, 2001 from Sandy Williams to Plan Commission re February 22, 2001 and March 8, 2001 Plan Commission meetings with proposed 2001 Zoning Code Text Amendments draft dated 2/14/01 & letter dated 2/14/01 with selected architects/designers re providing input.
8. Staff Report dated March 1, 2001 from Sandy Williams to the Plan Commission regarding March 8, 2001 PC meeting with revised draft dated March 8, 2001.
9. Staff Report dated April 26, 2001 from Sandy Williams to Plan Commission with the following attachments: 1. Draft Report to the Plan Commission dated April 25, 2001. 2. Zoning Code Text Amendments dated April 12, 2001. 3. Transcript of the April 12, 2001 Plan Commission meeting. 4. Conclusions regarding Proposed Text Amendments dated April 22, 2001. 5. Memo dated April 24, 2001 from Ken Kloss.
10. Staff Report dated May 18, 2001 from Richard Dunn to Plan Commission with the following attachments: 1. Zoning Code Text Amendments of April 12, 2001, annotated May 17, 2001. 2. Transcript (draft motions) of May 3, 2001 meeting, annotated May 17, 2001. 3. Height for R0, R1 and R2 Districts per May 3, 2001 Plan Commission recommendations dated May 17, 2001.
11. Staff Report dated May 22, 2001 from Richard Dunn to Plan Commission.

Reports

1. Report dated January 25, 2001 from Pete Pointner of Corporate Services Inc. - Glen Ellyn Residential Zoning Standards with memo dated 2-26-01 indicating revisions.
2. Report from Pete Pointner dated April 12, 2001.
3. Minority Report by Lenard Swanson, Vicky Hase and Phyllis Scanlan.
4. Report from Pete Pointner re presentation to the Village Board - July 23, 2001.

F. Plan Commission Meetings/Public Hearings -- In a Staff Report dated May 19, 2000, Sandy Williams presented a request from the Village Board, suggested zoning research topics, solicited input from the Plan Commission and offered possible dates for public forums and public hearings.

1. On the evening of May 25, 2000, the Plan Commission reviewed Ms. Williams' memorandum, discussed various issues including the height of single-family homes, the impact of new large homes in neighborhoods where homes are relatively small, the citizens' input survey which indicated the most frequently identified concern as large

homes being constructed near small homes and changing the character of the neighborhood, floor area ratio and possible dates for the Plan Commission to consider the zoning text amendments and citizen input.

- 2.&3. The Plan Commission conducted two public forums dated July 27 and July 29, 2000. Twenty-two individuals presented narrative or written statements at the first meeting and 21 individuals presented narrative or written statements at the second meeting. The information presented was quite varied. Some of the individuals presented written documents and plan designs. Approximately 21 individuals spoke in favor of increased restrictions regarding the general topic of large homes replacing smaller homes on small lots and changing the character of the neighborhood. Approximately 13 people spoke in favor of generally not changing the bulk regulations. Three to five individuals raised concerns regarding stormwater effects and stormwater regulations. One or two individuals suggested that the present codes should be more strongly enforced.
4. The Plan Commission reviewed zoning code text amendments during the fourth meeting which took place on August 10, 2000. The Commission discussed substandard sized lots, floor area ratio, definitions, size of new houses, bonuses for design characteristics, obstructions into side yards and the "50 percent rule" regarding construction in two phases. The Plan Commission took no motions regarding specific zoning text amendments.
5. The next meeting of the Plan Commission which discussed zoning code text amendments was on October 12, 2000. The Plan Commission intended to discuss the topic at its September 28, 2000 meeting but, due to other commitments, that meeting did not take place. The Commission discussed seven topics:
 - a. Building Height - A concern expressed by a builder included the effect that any changes in bulk control would have on new homes. An architect reviewed the confusion caused by "decorative dormers" when calculating building height. Commissioners reviewed photographs of new single-family homes which were mounted on presentation boards. A sliding scale which would regulate the maximum height based on the lot width regardless of zoning district was suggested to be established. The issue of building height between commercial and residentially zoned parcels was also discussed.

- b. Massing - An architect requested that the Plan Commission address the bulk in the top level of new houses through the floor area ratio and not building height regulations.
 - c. Zoning Code Definitions and Issues - Issues relative to definitions and the explanations of definitions relative to bulk issues were discussed. Definitions that may need to be defined or re-defined could include such terms as attic, basement, average existing grade, decorative dormer, base elevation, building height, floor area ratio, lot coverage ratio and commercial building height.
 - d. Building Code - Several people indicated that the building code restricts renovation of older homes. They indicated increased cost and regulations discourage renovation and encourage the teardown of smaller, older homes.
 - e. Inequity of Existing and Proposed Regulations - An architect explained that changes for floor area ratio, lot coverage ratio, setbacks, average front yard setback and building height have a far greater impact on smaller, narrower lots zoned R2. He requested consideration be given to reducing bulk control standards for shallower substandard lots.
 - f. R2 Zoning Worksheet - Some professionals expressed concern regarding the worksheet which is a requirement for certain building permits. They felt that the worksheet could jeopardize their professional standing if they were found to be wrong based on the Village's inconsistent interpretations. Others suggested they did not have a problem completing the worksheet.
 - g. Future Direction - The Plan Commission will give direction to staff regarding which text amendments to pursue in the future.
6. The sixth meeting of the Plan Commission was on October 26, 2000. This was a relatively informal meeting with the Plan Commission members, staff and citizens commenting on a variety of topics. The topics generally included height of single-family homes and how to measure as well as definitions of base starting elevation and top measurements. Large new homes versus small older homes was discussed regarding character, impact on neighborhood, start-up housing, etc. Surface area calculations were reviewed with regard to nonconforming structures. Definitions such as attic, basement, building height, floor area of residential building, grade and lot measurement were reviewed. Commissioners Hase and Scanlan offered height proposals--for example, lots that were 50 feet wide up

to less than 60 feet could have a mid-point of 28 feet versus the existing mid-point of 30 feet. A proposed floor area ratio which was proposed to be based, in part, on the pitch of the roof would now include a proposed percentage of the attic space. Again, no formal votes were taken by the Plan Commission.

7. Meeting number seven took place on November 9, 2000 and, again, was relatively informal. The public and staff discussed a variety of zoning text amendments, including definitions for attic, basement, floor area ratio, roof pitch, open versus screened porches, patios, rear yards, the 50 percent rule regarding nonconformities, 49.9 foot wide lots versus 50 foot wide lots and whether they were measured or recorded and bonuses for detached garages of 660 square feet. Toward the end of the meeting, the Chairman noted that the Plan Commission would view the items on December 14, 2000, however, that meeting was rescheduled.
8. The next meeting on February 8, 2001 (number 8) was held to discuss zoning code text amendments exclusively. The Plan Commission noted that the public hearing to consider the zoning code text amendments would be advertised for February 22, 2001. The maximum ridge height for lots of selected widths was reviewed. The Plan Commission generally agreed that a house on a lot less than 50 feet wide could have a maximum ridge height of not greater than 30 feet, a lot width of 50 feet to less than 66 feet could have a maximum ridge height of 32 feet, and a lot width of 66 feet or greater could have a house with a maximum ridge height of 35 feet. There also appeared to be general agreement that the additional height bonus resulting from one foot of additional height for each two feet of setback would not be allowed to exceed 40 feet on the 66-foot or greater wide lots.
9. Chairman Mulherin opened the public hearing regarding the zoning code text amendments on February 22, 2001. Chairman Mulherin and Sandy Williams provided introductory remarks. Seven citizens spoke regarding various aspects of the zoning text amendments. Staff was requested to respond to various questions, and Pete Pointner commented on zoning standards. Mr. Pointner reviewed his report dated January 25, 2001 entitled, "Glen Ellyn Residential Zoning Standards." The Plan Commission considered a request to modify the single-family home occupations section. Discussion followed, and Commissioner Hase moved, seconded by Commissioner Swanson, that the Plan Commission recommend no changes to the home occupation section. The motion carried with a vote of nine "yes" and zero "no." The public hearing was continued to Thursday, March 8, 2001.

10. The March 8, 2001 meeting of the Plan Commission was the tenth overall meeting and the second meeting relative to the public hearing. Issues discussed included tents, accessory structures and permitted obstructions in required yards, utility poles and lines, clarification of average front and corner side yard setbacks, retaining wall regulation in required yards and the possible elimination of floor area ratio with a reduction in the height and volume of structures. At the conclusion of the meeting, the Plan Commission agreed to continue the public hearing to April 12, 2001.
11. Meeting number eleven was conducted April 12, 2001 - This was the eleventh overall meeting and the third meeting relative to the public hearing. After the meeting was called to order, Ms. Williams provided a review of the Staff Report dated April 5, 2001. The report suggested a modification of the lot coverage ratio for a single-family home greater than one story from .25 to .20. A bonus of 500 square feet for a detached garage was proposed. The floor area ratio was proposed to be eliminated. Numerous modifications to "relatively minor zoning code issues" were proposed. Tables of data were presented regarding the height, width and floor area ratios of individual lots. No recommendations were provided in the report regarding maximum ridge height. Approximately ten individuals spoke at the public hearing. The chairman requested that developers, architects and others meet with staff prior to the subsequent continued public hearing. The continued public hearing was continued to May 3, 2001.
12. Dan Gardner chaired the twelfth meeting of the Plan Commission and the fourth meeting relative to the public hearing regarding this topic on May 3, 2001. The Plan Commission had received in advance of the meeting the following documents:
 - a. Draft report to the Plan Commission dated April 25, 2001 authored by Pete Pointner.
 - b. Zoning Code Text Amendments dated April 12, 2001.
 - c. Transcript of the April 12, 2001 Plan Commission meeting.
 - d. Conclusions regarding proposed text amendments dated April 22, 2001.
 - e. Memo from Ken Kloss dated April 25, 2001.

The Plan Commission reviewed selected items from the above documents. After considerable discussion and debate, the Plan Commission determined to make several motions as follows:

- (1) Commissioner Ward moved, seconded by Commissioner Clark, that the average elevation of the four corners for the front and

rear yard setbacks intersecting the side yard setbacks should be the base elevation. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

- (2) Commissioner Swanson moved, seconded by Commissioner Chapman, to recommend removal of the floor area ratio for residential structures. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (3) Commissioner Ward moved, seconded by Commissioner Chapman, that the LCR for single-story homes remain at .35. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (4) Commissioner Chapman moved, seconded by Commissioner Mansfield, that the LCR for multi-story homes be at .25. Commissioners Chapman, Clark, Mansfield, Whalen and Chairman Gardner voted "yes." Commissioners Swanson, Ward and Worthen voted "no." The motion carried with five "yes" and three "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (5) Commissioner Clark moved, seconded by Commissioner Ward, that the Plan Commission encourage detached garages by maintaining the bonus which discounts the area of garage from the calculation (amount of the square footage to be determined later). Commissioners Chapman, Clark, Mansfield, Whalen, Ward, Worthen and Chairman Gardner voted "yes." Commissioner Swanson voted "no." The motion carried with seven "yes" and one "no" vote. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (6) Commissioner Ward moved, seconded by Commissioner Clark, that the garage bonus not to be counted in the lot coverage area would be 440 square feet. Commissioners Clark, Mansfield, Worthen and Ward voted "yes." Commissioners Chapman,

Swanson, Whalen and Chairman Gardner voted "no." The motion failed to carry with four "yes" and four "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

- (7) Commissioner Chapman moved, seconded by Commissioner Whalen, that the allowable garage bonus area be 500 square feet. Commissioners Chapman, Mansfield, Ward, Whalen, Worthen and Chairman Gardner voted "yes." Commissioners Clark and Swanson voted "no." The motion carried with six "yes" and two "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (8) Commissioner Swanson moved, seconded by Commissioner Ward, to not allow a bonus for a rear entry attached garage. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen and Chairman Gardner voted "yes." Commissioner Worthen voted "no." The motion carried with seven "yes" and one "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (9) Commissioner Ward moved, seconded by Commissioner Whalen, to allow a 10 percent bonus of additional height where a raised front porch and turrets are located on the structure. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (10) Commissioner Clark moved, seconded by Commissioner Mansfield, that the height of single-family residential structures be measured to the highest ridge on residential structures of 50 feet or less to a maximum height of 32 feet. Commissioners Chapman, Clark, Mansfield, Ward, Whalen and Worthen voted "yes." Commissioner Swanson and Chairman Gardner voted "no." The motion carried with six "yes" and two "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (11) Commissioner Swanson moved, seconded by Commissioner Clark, that the bonuses recommended by the Commission regarding height not be applicable to any structures on a lot of 50 feet or less. Commissioner Swanson voted "yes." Commissioners Chapman, Clark, Mansfield, Ward, Whalen,

Worthen and Chairman Gardner voted "no." The motion failed to carry with one "yes" and seven "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

- (12) Commissioner Clark moved, seconded by Commissioner Ward, that the height of the maximum ridge for residential structures be 35 feet on lots greater than 50 feet to less than 66 feet in width. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (13) Commissioner Clark moved, seconded by Commissioner Mansfield, that the height of residential structures on lots 66 feet wide to less than 80 feet wide be limited to 35 feet plus a bonus of one foot for every increase in both side yards of one foot to a maximum of 40 feet. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Worthen and Chairman Gardner voted "yes." Commissioner Whalen voted "no." The motion carried with seven "yes" and one "no" vote. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (14) Commissioner Clark moved, seconded by Commissioner Whalen, that residential structures on lots 80 feet wide or greater have a maximum height of 45 feet plus the bonuses, including the bonus for the front porch and turret. Commissioners Chapman, Clark, Mansfield, Whalen, Ward, Worthen and Chairman Gardner voted "yes." Commissioner Swanson voted "no." The motion carried with seven "yes" and one "no" vote. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (15) Commissioner Ward moved, seconded by Commissioner Chapman seconded, that with regard to garages, maximum height would be 22 feet measured from the floor slab at the center of the garage door to the maximum ridge height. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (16) Commissioner Swanson moved, seconded by Commissioner Worthen, to not allow garages to be constructed with flat roofs.

Commissioners Chapman, Mansfield, Swanson, Whalen, Worthen and Chairman Gardner voted "yes." Commissioners Clark and Ward voted "no." The motion carried with six "yes" and two "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

- (17) Commissioner Clark moved, seconded by Commissioner Worthen, that the maximum height of a retaining wall within a required setback should be 3 feet. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (18) Commissioner Ward moved, seconded by Commissioner Clark, that for lots under 66 feet wide, a retaining wall may be constructed in the minimum side yard with a height of up to 3 feet as long as it is set back from the property line a minimum of 5 percent of the lot width or 3 feet, whichever is greater. Commissioners Chapman, Clark, Swanson, Ward, Worthen and Chairman Gardner voted "yes." Commissioners Mansfield and Whalen voted "no." The motion carried with six "yes" and two "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (19) Commissioner Ward moved, seconded by Commissioner Clark, that any residential lot be allowed to have a retaining wall up to 3 feet in height within the required setback and the driveway closer than 5 percent of the lot width or 3 feet, whichever is greater, if an engineer employed by the Village signs such an approval. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (20) Commissioner Chapman moved, seconded by Commissioner Mansfield, that the Village keep the current 2 percent of lot width required setback for an impervious surface except that a driveway may encroach up to 1 foot from the property line where the driveway curves past the principal structure to reach a detached garage on a lot under 66 feet. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no.

The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

- (21) Commissioner Chapman moved, seconded by Commissioner Clark, that the Plan Commission recommend the Village change the rear yard required setback to 30 feet. Commissioners Chapman, Clark, Mansfield, Whalen, Worthen and Chairman Gardner voted "yes." Commissioners Swanson and Ward voted "no." The motion carried with six "yes" and two "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (22) Commissioner Ward moved, seconded by Commissioner Chapman, that the Plan Commission recommend that the Village Board adopt the external surface modification language as agreed between Rene Stratton, Architect, and Dale Wilson, Building and Zoning Official which was distributed at this meeting. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (23) Commissioner Chapman moved, seconded by Commissioner Swanson, that the Plan Commission recommends that the Village Board not adopt administrative variations with the exception of those related to driveways on certain residential lots. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (24) Commissioner Ward moved, seconded by Commissioner Whalen, that chimney chases and window wells up to a height of 8 inches be allowed to intrude up to 2 feet into the required yard. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.
- (25) Commissioner Worthen moved, seconded by Commissioner Ward, that the Plan Commission and the Village Board

encourage development by interested citizens of an educational program to support harmonious development and renovations in the Village. Commissioners Chapman, Clark, Mansfield, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." No commissioners voted no. The motion carried with eight "yes" and zero "no" votes. Commissioners Hase, Loveless and Scanlan were not present at the meeting.

13. The 13th meeting regarding zoning text amendments and fifth meeting regarding the public hearing took place on May 24, 2001. The Commission reviewed the 25 motions from the May 3, 2001 meeting. Chairman Gardner asked if anyone wanted to re-open any of the motions from the May 3, 2001 meeting. He instructed that this was allowable since it was a continuation of a public hearing. No one spoke in favor of re-opening any of the motions. As the 25 motions were reviewed, several commissioners requested information regarding a comparison of the effect of the new motions, if implemented, when compared to the existing zoning bulk regulations. Chairman Gardner and Building and Zoning Official Wilson agreed that on a 50-foot or less wide lot, there would be an estimated decrease of 5.4 feet in building height without any bonuses. The Commission requested Building and Zoning Official Wilson to provide a definition of front porch which would serve as the basis for the determination of the allowance of the 10 percent bonus associated with porches. A general question was how far across the front of the house should a porch be required and how deep should the porch be in order for the 10 percent height bonus to be granted? On behalf of the Plan Commission, Chairman Gardner requested that staff ask Stewart Diamond, Village Attorney, to provide in writing the proper manner to re-open motions voted on at the May 3, 2001 zoning code text amendment public hearing. Pete Pointner was requested to provide a review of the comparison between the proposed zoning bulk regulations and the existing bulk regulations at the next continuation of the public hearing. Building and Zoning Official Wilson was requested to obtain a list of the businesses licensed by the Village. The Commission discussed rear yards, animal shelters, arbors, stormwater management, hours of construction and scrivener's errors. Toward the end of the meeting, Chairman Gardner determined, with Plan Commission input, to continue the public hearing to June 28, 2001. The transcript of the May 24, 2001 public hearing was to be distributed to all members of the Commission in advance of that meeting. Staff was to prepare a document showing the motions from the May 3, 2001 Plan Commission public hearing and the proposed changes as presented by the Plan Commission at its May 24, 2001 public hearing.

14. The 14th meeting of the Plan Commission related to the 2000-2001 zoning code text amendments and the sixth public hearing meeting relating to that topic was conducted on June 28, 2001. Chairman Gardner called for a discussion of the changed wording that resulted from the May 24, 2001 meeting. Chairman Gardner again asked if anyone wished to re-open any of the previous motions. All members present stated that they did not wish to re-open the motions. Each item was reviewed and a few more were discussed. Raised front porch and turret definitions were finalized. The altered surface definition presented by Building and Zoning Official Wilson was accepted.

Commissioners Lenard Swanson, Vicky Hase and Phyllis Scanlan presented a minority report. Their minority report was later submitted in written form and has been distributed. Commissioners Hase and Scanlan were unable to attend the May 3, 2001 meeting when several key votes and discussion was undertaken. They expressed support for several actions recommended by the Plan Commission and expressed concern for the following items: Elimination of the floor area ratio, the proposed heights, the bonus provisions for raised front porches, bonus provisions for increased heights by increasing side yard setbacks on lots between 60 and 80 feet in width, decrease in rear yard setback, retaining wall exemptions for lots over 66 feet in width and driveway impervious surface recommendations. The report explained their rationale and provided diagrams, exhibits and tables to support their recommendations.

Commissioner Ward moved, seconded by Commissioner Worthen, that all of the zoning text amendments contained in the April 12, 2001 draft updated through June 28, 2001 with the exception of raised porch and turret bonuses and the motions approved on May 3, 2001 be recommended for approval by the Village Board. Commissioners Chapman, Hase, Mansfield, Scanlan, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." The motion carried with nine "yes" and zero "no" votes. Commissioners Clark and Loveless were not present at the meeting.

Commissioner Swanson moved, seconded by Commissioner Hase, that the Plan Commission recommend the adoption of the definition of a turret and allow a bonus of up to 10 percent above the actual ridge height of the building being constructed for the inclusion or height of a turret. Commissioners Chapman, Hase, Mansfield, Scanlan, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." The motion carried with nine "yes" and zero "no" votes. Commissioners Clark and Loveless were not present at the meeting.

Commission Ward moved, seconded by Commissioner Mansfield, that the definitions as contained in the Building and Zoning Official's memorandum dated June 20, 2001 be accepted. Commissioners Chapman, Hase, Scanlan, Swanson, Ward, Whalen, Worthen and Chairman Gardner voted "yes." Commissioner Mansfield voted "no." The motion carried with eight "yes" and one "no" votes. Commissioners Clark and Loveless were not present at the meeting.

Building and Zoning Official Wilson then clarified that a two-story, raised front porch would make the house eligible for the 10 percent ridge height bonus. Chairman Gardner noted that the recommendations of the Plan Commission would be forwarded to the Village Board, thanked everyone for their participation.

II. Recommendation:

The Commission approved 29 motions during the six meetings of the public hearing. These are listed in the report above. The proposed wording and text resulting from those motions is presented below:

Section 10-2-2 (Page 7) This would be eliminated if the FAR calculation were eliminated.

~~**Attic:** For residential buildings, the space between the ceiling beams of the top story and the roof rafters, unless that space is accessible via a permanent stairway, and has a minimum of 100 square feet of area and a ceiling height of at least 7'6" over 50 percent of that area.⁷~~

The room or space directly below the roof of a building and garage that is finished (or potentially can be finished) space for storage or use, and is less than 7.5' from a floor (or potential floor) to the roof decking.

***Balcony:** A projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by the principal structure.*

~~**Basement:** That portion of a building all or partly underground but having at least one-half of its height, the distance between the ceiling and floor, below grade.⁷ Any story having no more than 6' above average existing grade, and having at least one half of its height (measured between the floor of the lowest level and the decking of the floor above) below the average existing grade.~~

~~**Basement, Walk-Out:** That portion of a building located partly underground and having an exterior door, where the finished ground at that exterior door is lower than the finished floor.⁷~~

Building Height: The vertical distance measured from *the average existing* grade on a zoning lot at the exterior walls of the principal building to the highest point of the roof of flat roofs, to the deck line of mansard roofs, and the midpoint between the highest ridge and the highest eave, excluding decorative dormers, of gable, hip and gambrel roofs. Chimneys on single-family residential houses are exempt from zoning district height limitations. In the Central Business District, height shall be measured at the maximum vertical projection of any structure, excluding antennas, chimneys and spires.⁷

Building Height, Maximum: *The additional height allowed in zoning districts if bonus provisions such as interior side yard setback increases, underground or enclosed parking or other improvements are provided.*

(Page 8)

Clinic, Medical or Dental: A building or portion thereof, the principal use of which is for offices of an organization of three or more health care practitioners for the diagnosis and/or treatment of outpatients.

(Page 9)

Comprehensive Plan: The Plan, or any portion thereof, adopted by the Village Board on March 3, 1986 April 4, 2001 by Ordinance No. 3180-Z 4930, which establishes the goals, objectives and policies of the community and sets forth the general location and extent of present and proposed physical facilities, including residential and commercial uses, major streets, parks, schools, other public facilities and land uses, including amendments thereto when adopted.

Deck (or terrace): *An open and roofless platform that adjoins a house and is supported by a means other than the principal structure.*

(Page 11)

Dwelling Unit, Two-Family: A building consisting of two dwelling units which may be either attached side by side or one above the other, and each unit having a separate or combined entrance or entrances, *circulation, cooking, sleeping, or bathing facilities.*

(Page 13)

Floor Area of a Residential Building: ~~The sum of the gross horizontal area of the several floors of a residential building, excluding area covered by roofed terraces and roofed porches and excluding attics, basements and walk-out basements. All dimensions shall be measured from exterior faces of walls. For a single-family detached residence, the area of attached or detached garages shall be included in the calculation of floor area of a residential building.~~⁷

The sum of the gross horizontal area of the several floors (and area that can potentially be finished) of a residential building and garage measured from exterior faces of walls, including all top and bottom levels that do not qualify as basement or attic space as defined herein.

(Insert approximately on Page 13)

Garage, Side-load: A private garage where the overhead doors are perpendicular to the front lot line and generally not visible from a public way.

Grade, average existing: The average elevation of the surface of the ground of a Zoning Lot, measured at the four *points where the interior and corner side yard setback lines intersect the minimum front and rear setback lines* ~~corners of a structure closest to the lot lines,~~ before any dirt is moved.⁷

(Insert approximately on Page 14)

Habitable: *Any structure or space within a structure that provides a combination of two or more of the following: heat, plumbing, cooking, bathroom, permanent stairs.*

(Page 14)

Lot Coverage Ratio: The numerical value obtained through dividing the sum of the gross horizontal area of the footprint of all buildings *and covered or roofed structures* on a Zoning Lot by the area of the Zoning Lot on which the buildings are located or intended to be located. The area of existing detached garages which were constructed on or prior to February 13, 1995 on single-family detached residential Zoning Lots shall be excluded from the Lot Coverage Ratio calculation. Further, **500** square feet of the area of any detached garage constructed after February 13, 1995 on single-family detached residential Zoning Lots shall be excluded.⁷

(Page 15)

Lot Measurements: A lot shall be measured as follows:

1. Depth of a lot shall be considered to be the distance between the mid-points of straight lines connecting the end points of the side lot lines at the front and the rear.
2. Width of a lot shall be considered to be the distance between straight lines connecting the front and rear lot lines at each side of the lot measured at the *minimum* required ~~building~~ *front yard* setback line.
3. The measurement of lot frontage shall be considered to be the distance between side lot lines at the street right-of-way. If the side lot lines do not intersect the street right-of-way, the lot frontage shall be only that portion of the lot line abutting the street that coincides with the street right-of-way. For an arc-shaped lot line, the lot frontage shall be the tangent or chord dimension toward the interior of the lot.
4. The area of a lot shall be computed exclusive of any portion of the right-of-way of any public or private street or easement of access.

For all plats approved by the Village after March 1, 1999, the area of a lot shall also be exclusive of any approved stormwater storage area. However, Floor Area Ratio and Lot Coverage Ratio shall be calculated using the gross Lot Area.¹⁸

5. *In the event a recorded distance is different than a measured distance, the greater number will be accepted provided a Plat of Survey signed and sealed by a licensed Illinois Land Surveyor or Professional Civil Engineer is submitted to the Village.*

(Insert approximately on Page 20)

Structure or Building, Principal: *A building permanently affixed to the land in which is conducted the main or principal use of the lot on which said building is situated.*

(Insert approximately on Page 21)

Visibility (or Safe Sight) Triangle: *That portion of a corner lot between intersecting property lines (actual or extended) parallel to streets and a straight line connecting them at points 30' distant from the point of intersection.*

Section 10-3-3 (Page 25-26)

10-3-3: AUTOMATIC ZONING: Any property(ies) annexed to the Village for which the Village Board has not adopted a zoning classification associated with such annexation shall automatically be zoned R0 Single-Family Residential District, R1 Single-Family Residential or R2 Single-Family Residential, depending upon which of these districts will result in the majority of the zoning lots so annexed being conforming with respect to the bulk regulations of said zoning district. Automatic zoning granted pursuant to this provision shall not require a public hearing, and the appropriate designation as determined by the Director of Planning and Development, in accordance with the criteria set forth above, shall appear on the Zoning District Map of the Village of Glen Ellyn.¹²

In the event the petitioner disagrees with the recommendation of the Director of Planning and Development, a formal application for a Zoning Map Amendment to consider a different zoning classification may be filed in accordance with the procedures outlined in Section 10-10-13 of this code, at the petitioner's expense.

Section 10-4-5 (Pages 49-53; and all related residential district regulations accordingly)

10-4-5: R2 RESIDENTIAL DISTRICT

(C) ACCESSORY BUILDING AND USES¹⁸

Regulations can be found in Section 10-5-4 "Accessory Structures and Uses" of this code.

(D) MINIMUM YARD AND LOT REQUIREMENTS

1. Front yard: *The front yard setback distance shall be measured from the front lot line to the closest enclosed point of the principal structure. The initial principal structure erected on a lot in a subdivision recorded with the DuPage County Recorder of Deeds Office after March 1, 1999, may be constructed to the minimum required front yard setback line.*

- a. 30' in depth *and, (see Section 10-5-5(B)). [R1: 40' and R0: 50']*

- b. *The proposed principal structure (or addition thereto), shall be no closer to the street than the closest principal structure on either adjacent lot on the same block and same side of the street, but*
 - c. **The proposed principal structure (or addition thereto), need not be farther than 50' from the front lot line.*
2. Rear yard: 40' 30' in depth. [R1: 50' 40' and R0: 60' 50']
3. **Interior Side yard:**
- (a) ~~Minimum Interior Side Yard Setback: Two side yards, Each side yard shall be to be 6.6' or 10% of the lot width, whichever is greater;~~
 - ~~(b) A side yard abutting a street is not to be less than 30' wide;~~
 - (b) *Increased Interior Side Yard Setback: Each required interior side yard setback shall be increased by 1' for each 1' (or portion thereof) the principal structure exceeds the building height up to the maximum building height allowed.*
 - (c) ~~If a corner lot, subdivided and duly recorded on the effective date of this Ordinance, has insufficient width to provide such yard of 30' width and still maintain a buildable width of 35', excluding the side yard along the opposite lot line, then the side yard abutting the street may be reduced in width by the distance necessary to maintain such buildable width of 35', provided the side yard abutting the street is not reduced to less than 30% of the width of the lot.~~
4. **Corner Side Yard Setback:**
- (a) *30' except, [R1 and R0 text reads: 40']*
 - (b) *On a parcel with a non-conforming lot width the minimum corner side yard setback shall be 30% of the lot width.*
45. *On lots fronting on two non-intersecting streets where access on both public ways is allowed, a front yard must be provided on both streets.*
56. The minimum width of each side yard for schools and Special Uses shall be 25'.¹
67. Lot area: 8,712 sq. ft.
78. Lot width:
- (a) Interior lot - 66';
 - (b) Corner lot - 80'.
- (E) MAXIMUM FLOOR AREA AND LOT COVERAGE RATIOS⁷**
- 1. ~~Floor area ratio, single family dwellings: 0.45.~~
 - 2. Lot coverage ratio, single-family dwellings: 25%, except that a ranch house and associated accessory buildings may cover 35% of the lot.

(F) MAXIMUM HEIGHT1. Building height:⁷

(a) Lot Width	Building Height	Maximum Height (with bonus)
≤50'	32'	32'
>50' and <66'	35'	35'
>66' and <80'	35'	40'
≥80'	45'	49.5'

(b) Increased Interior Side Yard Setback: Each required interior side yard setback shall be increased by 1' for each 1' (or portion thereof) the principal structure exceeds the building height up to the maximum height allowed for a lot 66 feet to less than 80 feet, a maximum of 38.5 feet or 10%.

For example: Lot width = 66'; proposed building height = 40'; each interior side yard setback = 11.6'

~~(b) Single family detached residences constructed on Zoning Lots that are a minimum of 80 feet in width and 12,000 square feet in area may be constructed to a height of 32 feet, provided all other required bulk regulations are met. The height of such residences may be further increased by one foot for each additional three feet the house is set back beyond both the minimum required interior and corner side lot lines, to a maximum of 35 feet;~~

(c) Increased height of 10% if there is a raised front porch. A turret is allowed to exceed the ridge height by 10%.

2. Special Uses may be erected to a height not exceeding 45', and churches and temples may be erected to a height not exceeding 75', if the building is set back from each yard line at least 2' for each foot of additional building height above the height limit otherwise permitted in the district;
3. The height of a television or radio tower, antenna support structure, church spire, belfry, monument, tank, water and fire tower, stage tower or scenery loft, cooling tower, ornamental tower, and spire, chimney, elevator bulkhead, conveyor and flag pole shall be specified in the ordinance granting a special use permit.¹⁸

(G) SIGNS, FENCES AND OBSTRUCTIONS IN YARDS

Signs as per Sign Ordinance.

Section 10-4-11(B) (Page 78 and all related commercial district regulations accordingly)

C3 SERVICE COMMERCIAL DISTRICT**(B) SPECIAL USES***

No enumerated Special Use shall be considered to be an accessory use to any other permitted or Special Use, and a separate permit shall be required for each separate Special Use.

1. Automobile car wash.
2. Automobile repair.
3. Cartage, express, parcel delivery or motor freight terminal.
4. Church or temple.
5. Commercial planned development in accordance with the provisions of the "Planned Unit Development Regulations."
6. Compounding of cosmetics, toiletries, dyes and pharmaceuticals.
7. Contractor's yard for storage of vehicles and materials.
8. Drive-in commercial facility.
9. Garage/service station.
10. Kennel or cattery.
11. Light manufacturing assembly of previously manufactured parts, fabricating, cleaning, testing, assembling, repairing or servicing.
12. Outdoor amusement establishment.
13. ***Outdoor sales, storage, promotional activities, or tents***
Renumber list accordingly
13. Private school.
14. Public park and playground.
15. Public use.
16. Public utility and public service use.
17. Restaurant providing live entertainment, provided the administrative approvals for two live entertainment events in one calendar year have been used.¹⁸
18. School - commercial or trade.
19. Television and radio tower, antenna support structure, church spire, belfry, monument, tank, water and fire tower, stage tower or scenery loft, cooling tower, ornamental tower, and spire, chimney, elevator bulkhead, conveyor and flag pole which exceed the maximum height.¹⁸
20. Vehicle storage lot.
21. Wholesale merchandising and storage warehousing.

* All (A) Permitted and (B) Special Uses must also comply with all applicable requirements contained in the Supplementary District Regulations, as well as all other pertinent regulations in this Code.

Section 10-5-2 (Page 107)

10-5-2: HOME OCCUPATIONS

(G) Occupations which require a Village of Glen Ellyn Business License are prohibited as Home Occupations.

Section 10-5-3 and 10-5-4 (Page 107+)

10-5-3: PRIVATE SWIMMING POOLS:

(A) Private Swimming Pools: No private swimming pool shall be allowed in any commercial or residential district, except as an accessory use and unless it complies with all other applicable Village regulations. Private swimming pools shall not be located in a required front or side yard.

(B) Public Swimming Pools: *Public swimming pools may be allowed as Special Uses in all districts, but shall comply with applicable Village regulations. The pool and*

accessory structures thereto, including the areas used by the bathers, shall not be closer than 50 feet to any property line.

~~**10-5-4: Public Swimming Pools:** Public swimming pools may be allowed as Special Uses in all districts, but shall comply with applicable Village regulations. The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than 50 feet to any property line.~~

10-5-4: ACCESSORY STRUCTURES AND USES

(A) Accessory Structure (or Building):

- 1. Location:** *Accessory structures in required yard setbacks shall be subject to the provisions of Section 10-5-5(D) "Permitted Obstructions in Required Yard Setbacks of this code."*
- 2. Area:** *The total combined area of all accessory structures on a zoning lot shall be limited to 1,000 square feet, but no more than 30% of a required rear yard.*
- 3. Number:** *The total number of accessory structures on a zoning lot shall be limited to three, and no more than one of each type unless authorized by a Special Use Permit.*
- 4. Setbacks:**
 - a.** *Accessory structures shall be located no closer to the front property line than the principal structure on the lot, and no less than 18' from a corner side property line.*
 - b.** *Accessory structures less than 10' from principal structure shall observe the same setbacks as the principal structure on the zoning lot.*
 - c.** *Accessory structures greater than 10' from the principal structure shall maintain a distance equal to 5% of the lot width (and no less than 3') from the side and rear property lines, and no less than 18' from a corner side property line.*

(B) Accessory Use:

- 1. Garage Sale**
 - a.** *Limited to no more than two per year for each dwelling unit.*
 - b.** *Shall comply with all pertinent Village laws and regulations.*
- 2. Home Occupation:** *See Section 10-5-2 above.*

Section 10-5-5 (Page 108+)

10-5-5: YARDS:

- (A)** The minimum yard space required for one structure shall not again be considered as yard space for another structure;

(B) Average Front Yard Setback:¹⁸

The regulations pertaining to average front yard setback in residential zoning districts were repealed by Ordinance No. _____ effective _____, 2002.

(D) Permitted Obstructions in Required Yard Setbacks:

1. Walls, fences, signs, landscape plant material (excluding grass, ground cover, or other approved ground stabilizing material), and other obstructions shall be prohibited in those portions of a lot:

a. where the vision of drivers of motor vehicles and bicycles, and the safety of pedestrians walking along the sidewalk or street is unreasonably obstructed or interfered with;

b. encumbered by a detention, drainage, or access easement.

2. Landscape plant materials and trees shall be further restricted in the visibility triangle on corner lots. Shrubs shall be maintained to a maximum height of 36" and tree branches shall be 8' or higher. Heights shall be measured above the average grade at the centerline of the adjacent street pavement.

3. The following table outlines detached obstructions that are permitted in required yard setbacks. Structures shall be located a distance equal to 5% of the lot width and no less than 3' from all property lines except as further restricted or allowed in the Table.

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
1	Air Conditioner	X	X	X	a. Limitations: 1) Window unit only 2) Projecting 1.5' or less into yard
2	Animal Shelter		X	X	a. Limitations: Small
3	<i>Arbor</i> (trellis, pergola, ornamental gate <i>and other similar structures</i>)	X	X	X	a. Limitations: Constructed of open material b. Height: 10' maximum c. Length: 20' maximum total
4	Balcony			X	a. Limitations: 1) Must be open and uncovered 2) Projecting no more than 4' into yard
5	<i>Basketball Pole</i>	X		X	<i>a. Limitations: Must be a distance equal to 10% of the lot width away from any property line</i>
6	Bay Window	X		X	a. Limitations: 1) One story bay 2) Projecting 3' or less into yard

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
7	Breezeway			X	a. Limitations: Provided said connection is open on all sides
8	Chimney	X	X	X	a. Limitations: Projecting 2' or less into yard
9	Deck			X	a. Limitations: Must be open and uncovered b. Height: Not over 3' above the average level of the adjoining ground
10	Eave	X	X	X	a. Limitations: Projecting 3' or less into yard out at least 1.5 feet from the lot line
11	Fence	X	X	X	a. Limitations: 1) 50% open in front and corner side yard setbacks 2) Material (such as barbed wire, electrified, or any matter) that creates a system that is inherently dangerous to a pedestrian using the public sidewalks or public rights-of-way is prohibited 3) Exposed structural elements shall face toward the property on which the fence is constructed b. Height: 1) 3' maximum in visibility triangle 2) 6' maximum for fence located no closer to the street than the principal structure on a lot 3) 4' maximum all other areas of the lot c. Allowance: 1) On lots fronting on two non-intersecting streets, a 6' tall fence shall be permitted if a no-access provision has been recorded for that frontage, and the fence shall be positioned 4' inside the property line and maintained with viable shrubs planted 4' on center along the outside of the fence in perpetuity 2) Masonry columns no greater than 2' x 2' in size and placed no closer than 8' on center
12	Fireplace	X	X	X	a. Limitations: Projecting 2' or less into yard
13	Flagpole	X		X	a. Limitations: No more than three poles b. Height: Per zoning district and no taller than the principal structure on the lot
14	Garage, detached		X	X	a. Limitations: No habitable space b. Height: 22' maximum except as otherwise provided by this code
15	Garden House			X	a. Limitations: No habitable space b. Height: 15' maximum above finished grade c. Area: Garden Houses shall not exceed 250 square feet in area

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
16	Gazebo			X	a. <i>Limitations: Constructed primarily of open sides that may have screens</i> b. <i>Height: 15' maximum</i> c. <i>Area: Shall not exceed 250 square feet in area</i>
17	Greenhouse, Non-commercial			X	a. <i>Limitations: Constructed primarily of glass</i> b. <i>Height: 15' maximum</i> c. <i>Area: Shall not exceed 250 square feet in area</i>
18	Gutter or Downspout	X	X	X	a. Limitations: Projecting 3' or less into yard
19	Impervious Surface	X	X	X	a. Limitations: Expansion of existing or new impervious surface is prohibited except as defined herein. b. <i>Distance: Pervious surface must be maintained for a distance of 2% of the lot width from each property line toward the interior of a lot.</i> c. Area: 1) 50% or less of each required front, corner side, and rear yard (calculated independently) may be impervious surface in the R0, R1, R2, and R3 zoning districts 2) 35% or less of the front yard may be impervious surface in the R4 zoning district d. Allowances: 1) Field adjustments to accommodate existing site conditions may be allowed subject to approval and documentation by the appropriate Village staff. 2) Structures used for primarily commercial uses in the C5A and C5B zoning districts shall be exempt from the distance to lot line regulation. 3) Existing impervious surface which does not meet the provisions of this section may be maintained if an accurate plat of survey dated prior to March 1, 1999 is provided 4) <i>*The minimum possible portion of a driveway (and associated retaining wall if necessary), to accommodate a side-load or detached garage may extend up to 1 foot from a lot line provided the site grading plan is designed to have no adverse impact of stormwater run-off to adjacent properties and has been approved by a Village Engineer.</i>
20	Laundry Drying Equipment			X	Non-mechanical equipment (clothesline)

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
21	Mechanical Equipment, Public Utility		X	X	a. <i>Limitations: All sides of the equipment visible from a public way shall be obscured by a variety of plant material or a screen wall</i>
22	Mechanical Equipment, Private (such as HVAC units, pool equipment, sump pump discharge, emergency generator)			X	a. Limitations: 1) Must be a distance equal to 10% of the lot width from any property line 2) <i>All sides of the equipment visible from a public way shall be obscured by a variety of plant material or a screen wall</i> 3) <i>A Village Engineer may allow sump pump discharge in any yard</i>
23	Parking Space, Off-Street	X	X	X	a. Limitations: Provided spaces comply with all paving, impervious surface and screening regulations of the Zoning Code.
24	*Pond	X		X	a. <i>Limitations:</i> 1) <i>Must be located 10% of lot width away from any property line.</i> 2) <i>Must comply with all Building and Zoning Code regulations for swimming pools if depth of water is 2' or greater, unless otherwise approved by Special Use Permit for a PUD.</i>
25	Porch	X			a. Limitations: 1) Must be open-sided and may be permanently roofed-over 2) May project up to 25% into required yard 3) Floor area above porch may not be enclosed 4) Porch must be on first floor level
26	Portable Toilet				a. Limitations: (E) May be located on a zoning lot during construction only, and for which a building permit has been issued (F) No less than 10' from front and corner side property lines, and 10% of lot width from all side and rear property lines
27	Ramps, Accessibility				a. Limitations: Must be needed to provide access to a permitted building or zoning lot from an alley or street. b. Height: 4' or less
28	Recreational Equipment (Barbecue pit, hot tub, paved courts, play structures and equipment, sauna, swimming pools, swing set, tree house, and other similar structures)			X	a. Limitations: Must be located 10% of lot width away from any property line.

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
29	Shed			X	a. <i>Limitations: Used for storage purposes only</i> b. Height: 15' maximum c. Area: 150 square feet maximum
30	Sign	X	X	X	a. <i>Limitations:</i> 1) <i>In accordance with the Sign Code Ordinance</i> 2) <i>Provided they are not within the visibility triangle on corner lots and at driveway approaches</i>
31	Stairs or Steps	X		X	a. Limitations: Must be needed to provide access to a permitted building or zoning lot from an alley or street. b. Height: 4' or less
32	*Tent	X		X	a. <i>Limitations:</i> 1) <i>Requires Village Board approval for non-residential use</i> 2) <i>Shall be limited to 48 hour maximum duration per year per zoning lot</i> 3) <i>All tents (except if used exclusively for recreational camping purposes) are subject to the regulations in Section 10-5-11(R) of this code.</i>
33	Terrace	X		X	a. Limitations: Open and uncovered b. Height: Not over 3' above the average level of the adjoining ground
34	Wall, Retaining 3' or Higher	X	X	X	a. <i>Limitations:</i> 1) <i>Retaining wall 3' or less in height must be setback from any property line a minimum distance equal to 5% of the lot width.</i> 2) <i>Retaining wall greater than 3' in height shall be considered a structure and must be setback a distance equal to 10% of the lot width (side yard setback) from all property lines unless deemed necessary by a Village Engineer, and provided the site grading plan is designed to have no adverse impact of stormwater run-off to adjacent properties and has been approved by a Village Engineer.</i>

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS					
	Obstruction	Front (Corner)	Side	Rear	Regulations
35	Wall, Screen (including refuse and recycling, loading dock, and mechanical equipment)		X	X	a. <i>Limitations:</i> 1) <i>Permitted for commercial uses, single family attached, multi-family and non-residential uses only</i> 2) <i>Constructed of the same material as the walls of principal structure on zoning lot</i> 3) <i>Must be open on top</i> b. <i>Height: Sufficient to screen all containers within the walls and no greater than 8' unless authorized as part of a Special Use or PUD</i>
36	Wells; access, area and window	X	X	X	a. <i>Limitations: All portions of the structure must be 8" or less above grade level.</i>

Section 10-5-6(B) (Page 112)

~~(B) In the R0, R1, R2 and R3 Residential Districts, a building height in excess of 30 feet may be permitted provided that the height will not exceed the average height of the principal buildings existing on the other Zoning Lots on the same side of the street where the combined frontage of the other, developed Zoning Lots constitute 50 percent or more of the total frontage of that portion of the street lying between two intersecting streets, and further provided that the average height does not exceed 35 feet.⁷~~

Section 10-5-10(A)-3 (Page 118)

3. *The Village Engineer is authorized to waive the geometric design requirements when the DuPage County or Illinois Department of Transportation has provided written approval of plans prepared by a professional engineer.*

Section 10-5-11 (Page 122)

10-5-11: PERFORMANCE STANDARDS AND OTHER REQUIREMENTS FOR COMMERCIAL USES, PLANNED UNIT DEVELOPMENTS, SPECIAL USES, AND NON-RESIDENTIAL USES IN RESIDENTIAL ZONING DISTRICTS: ~~All commercial uses shall conform to the following standards and requirements at all times:~~ *The following standards shall apply to commercial uses, planned unit developments, special uses (excluding single family residences), and non-residential uses in residential zoning districts. The property owner shall be responsible for submitting documentation prepared by a professional in the applicable area of expertise upon written request of the Village to verify that any standard has been satisfied.*

Section 10-5-11(K) (Page 125)

(K) **Storage:** ~~All storage shall be enclosed within a building, or within a concrete or masonry wall not less than eight feet in of sufficient height to screen with such storage not exceeding this height unless a Special Use Permit has been issued for the subject property.~~ No premises shall be used for auto wrecking, junk yards and similar storage or salvage, or for bulk storage of oils, petroleum, or similar flammable liquids and chemicals;

Section 10-5-11(O-Q) (Page 129)

- (O) Developer Donations:** *Any development that increases the number of dwelling units within the Village shall be required to make land or cash contributions to the school, library, fire, and park districts within which the dwelling units are located.*
- (P) *Utility Lines:** *All new utility lines for Class II and III Alterations, Class III Additions, and new construction or redevelopment shall be placed underground. The Village Board may waive this requirement provided the applicant pays a fee to cover all costs of future placement of the wires underground in a comprehensive manner by the Village. The fee shall be based on an itemized cost estimate prepared by the applicant and approved by the Village Engineer, and shall be paid prior to any permits being issued.*
- (Q) Recycling and Refuse Area:** *Adequate space shall be provided for refuse and recycling on a site for all Class II and III Alterations, Class III Additions, and new construction or redevelopment. Exterior screens shall be constructed of the same primary material used in the principal building on the site, or per a landscape plan approved by the Planning and Development Department.*
- *(R) Temporary Outdoor Sales, Storage, Promotional Activities, or Tents:**
- 1. Pre-Approval Requirements:** *All applications for development review or building permit which include outdoor sales, storage, promotional activities or tents shall submit the following applicable information (and any other information deemed necessary by the Planning and Development Department), for review:*
 - a. Accurate Plat of Survey and Site Plan:** *Said plan to be drawn to scale and all structures and areas shall be delineated, dimensioned and described.*
 - b. Proposed Temporary Improvements:** *The site plan shall be modified to include dimensions and locations of the following information at a minimum, and demonstrate compliance with the BOCA Code requirements:*
 - 1) Tent, posts with protective covers, guy wires, doorways, interior seating and table lay-out, points of ingress and egress, aisles, occupancy limit, distance to lot lines and principal structure**
 - 2) Cash register, counters, seating, tables, food service areas, product display areas and other similar furnishings**
 - 3) Fire extinguishers, fire hydrants within 150'**
 - 4) Cooking, concession facilities**
 - 5) Toilet facilities**
 - 6) Parking spaces and aisles**
 - 7) Emergency Center, First-Aid**
 - 8) Signs**
 - 9) Security measures, access points, fencing**
 - 10) Emergency equipment access plan (two points of ingress/egress a minimum of 18' in width)**

11) Lighting and electric lay-out in accordance with the National Electric Code

12) Live entertainment areas (music, dancing, demonstrations, etc.)

2. Permit Requirements: In addition to the above information, the applicant shall submit the following information for a building permit to install the improvements:

a. Written approvals of the following entities shall be required:

- 1) DuPage County Health Department; if food is involved*
- 2) Glen Ellyn Liquor Commission; if alcohol is served or sold*
- 3) Public Works Department; if a fire hydrant is to be used*
- 4) Police Department; if any streets are to be barricaded*

b. General Liability Insurance in the amount of \$1,000,000 or more as determined by the Village Board and naming the Village of Glen Ellyn as an additional Insured entity.

c. List of Contact Person(s) and phone numbers where individual can be reached at all times throughout the event.

d. The following applicable inspections shall be required and the applicable permit review and inspection fees shall be paid:

- 1) Electrical*
- 2) Fire Safety*
- 3) General (after all temporary improvements are installed and 24 hours prior to beginning of event)*
- 4) Final (after all temporary improvements are removed and site is cleaned and restored to its original condition)*

Section 10-5-13 (page 129)

~~**10-5-13:¹⁸ LANDSCAPE AND ILLUMINATION STANDARDS FOR OTHER DEVELOPMENTS:** The provisions of Sections 10-5-11(L) and (M) of the Zoning Code shall apply to all planned unit developments, special uses, and multi-family and single-family attached residential developments.~~

Section 10-8-6(B) (Page 145)

~~3.^{15, 18} Non-Conforming Single-Family Dwelling: A single-family dwelling which is non-conforming due to zoning bulk control regulations (setback, height, lot width, lot area) may be modified as outlined in the following table, provided all alterations and additions thereto conform to all regulations in the district in which it is located:~~

	Lots less than 50' in width OR less than 6,534 square feet in area		Lots with a width of at least 50' AND with at least 6,534 square feet in area	
	Prohibited	Permitted	Prohibited	Permitted
Alteration Class I	X	X		X
Class II	X		X	
Class III	X		X	
Addition Class I	X	X		X
Class II	X			X
Class III	X		X	
Accessory Structure		X		X

Section 10-10-7(D) (Page 157)

- (D) **Temporary Occupancy Certificate:** A temporary occupancy certificate may be issued for a period not to exceed ~~one (1) year~~ **one-hundred and eighty (180) days** pending the completion of a building or alteration thereof. Such temporary occupancy certificate shall not be construed as in any way waiving the duties and obligations of the owners or occupants to complete the construction or alteration within the time period established in the temporary occupancy certificate.

Section 10-10-10(B)-10 (Page 163)

10. *The Village Engineer or his designee shall require a Plat of Assessment, Consolidation, Resubdivision or Subdivision if the development site is comprised of a portion (or portions) of previously platted land, more than one lot of record, or contains more than one Property Identification Number (PIN) per zoning lot.

Section 10-10-12 (Page 164)**10-10-12: 10-10-12.1 VARIATIONS:**

The following list is proposed text requested by the Plan Commission. The text was prepared to clarify and quantify the intent and requirements for a building height bonus of 10% and clarify changes recommended to the definition of altered surface area.

1. **ALTERED SURFACE:** Staff recommends adding two variables as exceptions under the table in Section 10-8-6(B) to clarify area considered altered or exception to area considered altered:

Exceptions:

1. The area of existing window or door openings, which will be relocated or will be removed and filled in with exterior wall material shall not be included in the altered surface area.

2. Up to 25% of the conforming perimeter length of an existing nonconforming structure may be covered with an addition without including that portion the existing exterior wall in the altered surface area.
2. FLAT ROOF: Staff recommends the following definition should be added to the Zoning Code Text

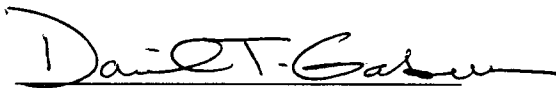
FLAT ROOF: Any roof surface that has a slope of less than three units vertically in twelve units horizontally (25 percent slope).
3. ***BUILDING HEIGHT BONUS: Staff recommends that the following language should be added in each Section of the Zoning Code that references***

The building height or portion of the building may be increased up to 10% over the permitted building height if it has a raised front porch.

RAISED FRONT PORCH: A structure with a roofed over, raised, open front porch that extends at least seven feet from the face and across the entire front or corner side of a structure and is at least 24 inches above the walk leading to the raised porch.

TURRETS: A turret, which is at least 50 square feet and less than 200 square feet in area may extend up to the 10% above the height of the highest ridge on the same structure.

Respectfully submitted,



Daniel T. Gardner, Chairman
Glen Ellyn Plan Commission

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EXHIBIT "B"

Add and delete as noted to the Glen Ellyn Zoning Code last amended December 21, 1998.

Section 10-2-2 Definitions *Add and Delete*

Altered Surface: *(Add and Delete on page 6)* The altered surface as described elsewhere in this Code and as used in Section 10-8-6(B) shall include all of the exterior surface of a building except the area of existing window or door openings, which will be relocated or will be removed and filled in with exterior wall material shall not be included in the altered surface area.¹⁹

Balcony: *(Add on page 7)* A projecting platform that is open and roofless and which is suspended or cantilevered from, or supported solely by the principal structure.¹⁹

Building Height: *(Add and Delete on page 7)* The vertical distance measured from the average existing grade on a zoning lot to the highest point of a structure. Chimneys may not exceed the building height by more than 5 feet. In non-residential Districts, antennas, chimneys and spires are excluded from building height.⁷⁻¹⁹

Building Height, Maximum: *(Add on page 7)* The additional height allowed in zoning districts if bonus provisions such as interior side yard setback increases, underground or enclosed parking or other improvements are provided.¹⁹

Clinic, Medical or Dental: *(Add and Delete on page 8)* A building or portion thereof, the principal use of which is for offices of three or more health care practitioners for the diagnosis and/or treatment of outpatients.¹⁹

Comprehensive Plan: *(Add and Delete on page 9)* The Plan, or any portion thereof, adopted by the Village Board on April 9, 2001 by Ordinance No. 4930, which establishes the goals, objectives and policies of the community and sets forth the general location and extent of present and proposed physical facilities, including residential and commercial uses, major streets, parks, schools, other public facilities and land uses, including amendments thereto when adopted.¹⁹

Deck (or terrace): *(Add on page 10)* An open and roofless platform that adjoins a house and is supported by a means other than the principal structure.¹⁹

Dwelling Unit, Two-Family: *(Add and Delete on page 11)* A building consisting of two dwelling units which may be either attached side by side or one above the other, and each unit having a separate or combined entrance or entrances, circulation, cooking, sleeping, or bathing facilities.¹⁹

Eave: *(Add and Delete on page 11)* The lower edge of a sloping roof surface; the top edge of a parapet or flat roof. In residentially zoned districts, the maximum eave height shall not apply to dormer(s) no greater than four feet six inches wide and the combined dormer width shall not

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exceed 25% of the length of the building side from which the dormers project, provided the dormers are separated by a minimum of 5 clear.¹⁹

Garage, Side-load: *(Add on page 13)* A private garage where the overhead doors are perpendicular to the front lot line and generally not visible from a public way.¹⁹

Garage, Private: *(Add two words on page 13)* The detached accessory building or portion of a principal building used or occupied for parking or temporary storage of household goods, automobiles, travel trailers and/or boats of the occupants of the premises and wherein:...¹⁹

Grade, Average Existing: *(Add and Delete on page 13)* The average grade calculated from the grade elevations at the four points where an imaginary line parallel to the front and rear yard setback lines and touching the proposed structure intersects the required side yard setback lines.
7-19

Lot Coverage Ratio: *(Add and Delete on page 14)* The numerical value obtained through dividing the sum of the gross horizontal area of the footprint of all buildings and covered or roofed structures on a Zoning Lot by the area of the Zoning Lot on which the buildings are located or intended to be located. The first 500 square feet of a detached garage and the first 200 square feet of a porch in the front or corner side yard shall be excluded from the Lot Coverage Ratio calculation in selected zoning districts.⁷⁻¹⁹

Lot Measurements: *(Add and Delete page 15)* A lot shall be measured as follows:

1. Depth of a lot shall be considered to be the distance between the mid-points of straight lines connecting the end points of the side lot lines at the front and the rear.¹⁹
2. Width of a lot shall be considered to be the shortest distance between side lot lines measured at the minimum required front yard setback line.¹⁹
3. The measurement of lot frontage shall be considered to be the distance between side lot lines at the street right-of-way. If the side lot lines do not intersect the street right-of-way, the lot frontage shall be only that portion of the lot line abutting the street that coincides with the street right-of-way. For an arc-shaped lot line, the lot frontage shall be the tangent or chord dimension toward the interior of the lot.
4. The area of a lot shall be computed exclusive of any portion of the right-of-way of any public or private street or easement of access.¹⁹

For all plats approved by the Village after March 1, 1999, the area of a lot shall also be exclusive of any approved stormwater storage area. However, Floor Area Ratio and Lot Coverage Ratio shall be calculated using the gross Lot Area.¹⁸⁻¹⁹

5. In the event a recorded distance and a measured distance differ, the Village shall accept the recorded distance.¹⁹

Porch: *(Add on page 18)* A one story roofed structure attached to the house with no floor space above and no more than one side of the porch is enclosed by a vertical wall, window or screened surface.

Porch, Raised: *(Add on page 18)* A porch, with a minimum of 24 inches above any approaching walkway and that extends at least 75% of the maximum width of a house, with the floor surface of the porch extends at least 7 feet from any adjacent wall surface behind or above.

Recreational Equipment: *(Add on page 18)* A barbecue pit, hot tub, paved court, play structure and equipment, sauna, swimming pool, swing set, tree house, and other similar structures)

Structure or Building, Principal: *(Add on page 20)* A building permanently affixed to the land in which is conducted the main or principal use of the lot on which said building is situated.¹⁹

Visibility (or Safe Sight) Triangle: *(Add on page 21)* That portion of a corner lot between intersecting property lines (actual or extended) parallel to streets and a straight line connecting them at points 30' distant from the point of intersection.¹⁹

10-3-3: AUTOMATIC ZONING: *(Add and Delete on page 25)* Any property(ies) annexed to the Village for which the Village Board has not adopted a zoning classification associated with such annexation shall automatically be zoned R0 Single-Family Residential District, R1 Single-Family Residential or R2 Single-Family Residential, depending upon which of these districts will result in the majority of the zoning lots so annexed being conforming with respect to the bulk regulations of said zoning district. Automatic zoning granted pursuant to this provision shall not require a public hearing, and the appropriate designation as determined by the Director of Planning and Development, in accordance with the criteria set forth above, shall appear on the Zoning District Map of the Village of Glen Ellyn.¹²

In the event the petitioner disagrees in writing with the recommendation of the Director of Planning and Development, a formal application for a Zoning Map Amendment to consider a different zoning classification may be filed in accordance with the procedures outlined in Section 10-10-13 of this code, at the petitioner's expense.¹⁹

10-4-5: R2 RESIDENTIAL DISTRICT

(C) ACCESSORY BUILDING AND USES¹⁸ *(Delete on pages 38, 39, 40, 41, 44, 45, 46, 47, 50, 51, 52, & 53) Regulations can be found in Section 10-5-4, "Accessory Structures and Uses," of this code. Sections 10-4-4A(C), 10-4-4B(C) and 10-4-5C are eliminated and added to new Sections 10-5-4 & 10-5-5.*

(D) MINIMUM YARD AND LOT REQUIREMENTS *(Add and Delete on page 39, 40, 45, 46, 47, & 51)*

1. Front yard: The front yard setback distance shall be measured from the front lot line to the closest enclosed point of the principal structure. The initial principal structure erected on a lot in a subdivision recorded with the DuPage County Recorder of Deeds Office after March 1, 1999, may be constructed to the minimum required front yard setback line.¹⁹
 - a. 30' in depth and, [R1: 40' and R0: 50']
 - b. The proposed principal structure (or addition thereto), shall be no closer to the street than the closest principal structure on either adjacent lot on the same block and same side of the street, but
 - c. The proposed principal structure (or addition thereto) need not be farther than 50' from the front lot line.¹⁹
 2. Rear yard: 40' in depth. [R1: 50' and R0: 60']¹⁹
 3. Interior Side yard:
 - (a) Minimum Interior Side Yard Setback: Each side yard shall be 6.6' or 10% of the lot width, whichever is greater;¹⁹
 4. Corner Side Yard Setback:
 - (a) 30' except, [R1 and R0 text reads: 40']
 - (b) On a parcel with a non-conforming lot width, the minimum corner side yard setback shall be 30% of the lot width.
 5. On lots fronting on two non-intersecting streets where access on both public ways is allowed, a front yard must be provided on both streets.¹⁹
 6. The minimum width of each side yard for schools and Special Uses shall be 25'.¹
 7. Lot area: 8,712 sq. ft.
 8. Lot width: (a) Interior lot - 66' and (b) Corner lot - 80'.
- (E) MAXIMUM LOT COVERAGE RATIO⁷⁻¹⁹** *(Add and Delete on page 40, 46, & 52)*
1. Lot Coverage Ratio, single-family dwellings, more than one story, and accessory buildings: 20% of the lot.
 2. Lot Coverage Ratio, single-family dwellings, one story and accessory buildings: 35% of the lot.
 3. Lot Coverage Ratio bonuses:
 - a. The first 500 square feet of the area of any detached garage shall be excluded from the Lot Coverage Ratio calculation.⁷⁻¹⁹
 - b. The first 200 square feet of the area of a porch in the front yard or in the corner side yard shall be excluded from the Lot Coverage Ratio calculation.¹⁹

(F) MAXIMUM HEIGHT ¹⁹ (Add and Delete on page 40, 46, & 52)1. Building height: ¹⁹

Lot Width	House Ridge	House Ridge Maximum (with Bonus)	Maximum House Eave	House Eave Maximum (with bonus)	Maximum Detached Garage Ridge	Maximum Detached Garage Eave
50' or less	32'	N/A	22'	N/A	17'	12'
+50' to -66'	32'	35'*	22'	N/A	17'	12'
+66' to -90'	35'	40'*@	25'	30'+	22'	12'
+90'	37'	42'*@	27'	32'+	22'	12'

Ridge height bonus (not to be used in the combination of a "Setback" and "Raised Front Porch"):

* **Setback Bonus – Ridge:** An increase of both side yard setbacks of 1 foot more than the required setback allows one foot more of ridge height up to it's maximum.

+ **Setback Bonus - Eave:** An increase of both side yard setbacks of 1 foot more than the required setback allows one foot more of eave height up to it's maximum.

@ **Raised Front Porch Bonus** - A "raised front porch" of at least 2 feet above grade allows up to 2 feet more ridge height. A "raised front porch" of at least 3 feet above grade allows up to 3 feet more ridge height. ¹⁹

2. Special Uses and schools may be erected to a height not exceeding 45', and churches and temples may be erected to a height not exceeding 75', if the building is set back from each yard line at least 2' for each foot of additional building height above the height limit otherwise permitted in the district;

Section 10-4-11(B)**RC, C2, C3, C4, C5, & C6 SERVICE COMMERCIAL DISTRICT (B) SPECIAL USES***

(Add on pages 33, 74, 78, 81, 86, 94, & 103)

No enumerated Special Use shall be considered to be an accessory use to any other permitted or Special Use, and a separate permit shall be required for each separate Special Use.

13. Outdoor sales, storage, promotional activities, or tents. ¹⁹

Section 10-5-3 and 10-5-4**10-5-3: SWIMMING POOLS:** (Add and Delete on page 107)

- (A) Private Swimming Pools: No private swimming pool shall be allowed in any commercial or residential district, except as an accessory use and unless it complies with all other applicable Village regulations. Private swimming pools shall not be located in a required front or side yard. ¹⁹
- (B) Public Swimming Pools: Public swimming pools may be allowed as Special Uses in all districts, but shall comply with applicable Village regulations. The pool and accessory

structures thereto, including the areas used by the bathers, shall not be closer than 50 feet to any property line.¹⁹

10-5-4: ACCESSORY STRUCTURES AND USES *(Add and Delete on page 108)*

(A) Accessory Structure (or Building):

1. Location: Accessory structures in required yard setbacks shall be subject to the provisions of Section 10-5-5(D) "Permitted Obstructions in Required Yard Setbacks of this code."
2. Area: The total combined area of all freestanding accessory structures on a zoning lot shall be limited to 1,000 square feet, but no more than 30% of a required rear yard, whichever is less.
3. Number: The total number of accessory structures on a zoning lot shall be limited to three, and no more than one of each type unless authorized by a Special Use Permit.¹⁹
4. Setbacks:
 - a. Accessory structures shall be located no closer to the front property line than the principal structure on the lot, and no less than 18' from a corner side property line.
 - b. Accessory structures less than 10' from a principal structure shall observe the same setbacks as the principal structure on the zoning lot.
 - c. Accessory structures greater than 10' from the principal structure shall maintain a distance equal to 5% of the lot width (and no less than 3') from the side and rear property lines, and no less than 18' from a corner side property line.¹⁸⁻¹⁹

(B) Accessory Use:

1. Garage Sale

- a. Limited to no more than two per year for each dwelling unit.
- b. Shall comply with all pertinent Village laws and regulations.

Section 10-5-5

10-5-5: YARDS: *(Add and Delete on pages 108 to 111)*¹⁹

(A) The minimum yard space required for one structure shall not again be considered as yard space for another structure;

(B) Permitted Obstructions in Required Yard Setbacks:

1. Walls, fences, signs, landscape plant material (excluding grass, ground cover, or other approved ground stabilizing material), and other obstructions shall be prohibited in those portions of a lot:

- a. where the vision of drivers of motor vehicles and bicycles, and the safety of pedestrians walking along the sidewalk or street is unreasonably obstructed or interfered with;
 - b. encumbered by a detention, drainage, or access easement.
2. Landscape plant materials and trees shall be further restricted in the visibility triangle on corner lots. Shrubs shall be maintained to a maximum height of 36" and tree branches shall be 8' or higher. Heights shall be measured above the average grade at the centerline of the adjacent street pavement.
3. The eaves of all accessory structures shall not exceed 12 feet above the structure's grade.
4. The following table outlines detached obstructions that are permitted in required yard setbacks. Structures shall be located a distance equal to 5% of the lot width and no less than 3' from all property lines except as further restricted or allowed in the Table.

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS ¹⁹					
	Obstruction	Front (Corner)	Side	Rear	Regulations
1	Air Conditioner	X	X	X	Limitations: 1) Window unit only 2) Projecting 1.5' or less into yard
2	Animal Shelter			X	Limitations: Small
3	Arbor (trellis, pergola, ornamental gate and other similar structures)	X	X	X	a. Limitations: Constructed of open material b. Height: 10' maximum c. Length: 20' maximum total
4	Balcony			X	Limitations: 1) Must be open and uncovered 2) Projecting no more than 4' into yard
5	Basketball Pole	X		X	Limitations: Must be a distance equal to 10% of the lot width away from any property line
6	Bay Window	X		X	Limitations: 1) One story bay 2) Projecting 3' or less into yard 3) Cantilevered
7	Breezeway			X	Limitations: Provided said connection is open on all sides
8	Chimney	X	X	X	a. Limitations: Projecting 2' or less into yard
9	Deck			X	a. Limitations: Must be open and uncovered b. Height: Not over 3' above the average level of the adjoining ground
10	Eave	X	X	X	Limitations: Projecting 3' or less into yard and no closer than 1.5 feet from the lot line

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS ¹⁹					
	Obstruction	Front (Corner)	Side	Rear	Regulations
11	Fence	X	X	X	a. Limitations: 1) 50% open in front and corner side yard setbacks 2) Material (such as barbed wire, electrified, or any matter) that creates a system that is inherently dangerous to a pedestrian using the public sidewalks or public rights-of-way is prohibited 3) Exposed structural elements shall face toward the property on which the fence is constructed b. Height: 1) 3' maximum in visibility triangle 2) 6' maximum for fence located no closer to the street than the principal structure on a lot 3) 4' maximum all other areas of the lot c. Allowance: 1) On lots fronting on two non-intersecting streets, a 6' tall fence shall be permitted if a no-access provision has been recorded for that frontage, and the fence shall be positioned 4' inside the property line and maintained with viable shrubs planted 4' on center along the outside of the fence in perpetuity 2) Masonry columns no greater than 2' x 2' in size and placed no closer than 8' on center
12	Fireplace, facing lot line	X		X	Limitations: Projecting 2' or less into yard
13	Flagpole	X		X	a. Limitations: No more than three poles b. Height: Per zoning district
14	Garage, detached		X	X	a. Limitations: Per definition b. Height: per zoning district c. 660 square feet maximum area
15	Garden House			X	a. Limitations: Storage only b. Height: 15' maximum above it's finished grade c. Area: Garden Houses shall not exceed 250 square feet in area
16	Gazebo			X	a. Limitations: Constructed primarily of open sides that may have screens b. Height: 15' maximum above it's finished grade c. Area: Shall not exceed 250 square feet in area
17	Greenhouse, Non-commercial			X	a. Limitations: Constructed primarily of glass b. Height: 15' maximum above it's finished grade c. Area: Shall not exceed 250 square feet in area
18	Gutter or Downspout	X	X	X	Limitations: Projecting 3' or less into yard and no closer than 1.5 feet from the lot line

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Page 9

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS ¹⁹					
	Obstruction	Front (Corner)	Side	Rear	Regulations
19	Impervious Surface	X	X	X	a. Limitations: Expansion of existing or new impervious surface is prohibited except as defined herein. b. Distance: Pervious surface must be maintained as identified in 10-5-5(C). c. Area: 1) 50% or less of each required front, corner side, and rear yard (calculated independently) may be impervious surface in the R0, R1, R2, and R3 zoning districts 2) 35% or less of the front yard may be impervious surface in the R4 zoning district d. Allowances: 1) Field adjustments to accommodate existing site conditions may be allowed subject to approval and documentation by the appropriate Village staff. 2) Structures used for primarily commercial uses in the C5A and C5B zoning districts shall be exempt from the distance to lot line regulation. 3) Existing impervious surface which does not meet the provisions of this section may be maintained if an accurate plat of survey dated prior to March 1, 1999 is provided.
20	Laundry Drying Equipment			X	Non-mechanical equipment (clothesline)
21	Mechanical Equipment, Public Utility		X	X	Limitations: All sides of the equipment visible from a public way shall be obscured by a variety of plant material or a screen wall
22	Mechanical Equipment, Private (such as HVAC units, pool equipment, sump pump discharge, emergency generator)			X	Limitations: 1) Must be a distance equal to 10% of the lot width from any property line 2) All sides of the equipment visible from a public way shall be obscured by a variety of plant material or a screen wall 3) A Village Engineer may allow sump pump discharge in any yard
23	Parking Space, Off-Street	X	X	X	Limitations: Provided spaces comply with all paving, impervious surface and screening regulations of the Zoning Code.

January 14, 2002

Page 10

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS ¹⁹					
	Obstruction	Front (Corner)	Side	Rear	Regulations
24	Pond	X		X	a. Limitations: 1) Must be located 10% of lot width away from any property line. 2) Must comply with all Building and Zoning Code regulations for swimming pools if depth of water is 2' or greater, unless otherwise approved by Special Use Permit for a PUD.
25	Porch	X			Limitations: 1) Must be open-sided and shall be permanently roofed-over 2) May project up to 25% into required yard 3) Floor area above porch may not be enclosed 4) Porch must be on first floor level only
26	Portable Toilet				Limitations: 1) May be located on a zoning lot during construction only, and for which a building permit has been issued 2) No less than 10' from front and corner side property lines, and 10% of lot width from all side and rear property lines
27	Ramps, Accessibility				a. Limitations: Must be needed to provide access to a permitted building or zoning lot from an alley or street. b. Height: 4' or less
28	Recreational Equipment			X	Limitations: Must be located 10% of lot width away from any property line.
29	Shed			X	a. Limitations: Used for storage purposes only b. Height: 15' maximum ridge c. Area: 150 square feet maximum
30	Sign	X	X	X	Limitations: 1) In accordance with the Sign Code Ordinance 2) Provided they are not within the visibility triangle on corner lots and at driveway approaches
31	Stairs or Steps	X		X	Limitations: Must be needed to provide access to a permitted building or zoning lot from an alley or street and not exceed 4' in height
32	Tent	X		X	Limitations: 1) Requires Village Board approval for non-residential use 2) Shall be limited to 48 hour maximum duration per year per zoning lot 3) All tents (except if used exclusively for recreational camping purposes)-are subject to this code.

Attachment: 16.a Ordinance 5035 (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

January 14, 2002

Page 11

PERMITTED OBSTRUCTIONS AND ACCESSORY STRUCTURES IN REQUIRED YARD SETBACKS ¹⁹					
	Obstruction	Front (Corner)	Side	Rear	Regulations
33	Terrace	X		X	a. Limitations: Open and uncovered b. Height: Not over 3' above the average level of the adjoining ground
34	Wall, Retaining	X	X	X	a. Limitations: 1) Retaining wall 3' or less in height must be setback from any property line a minimum distance equal to 5% of the lot width. 2) Retaining wall greater than 3' in height shall be considered a structure and must be setback a distance equal to 10% of the lot width (side yard setback) from all property lines. 3) If deemed necessary and approved by a Village Engineer, the setback requirement for retaining walls may be reduced provided the site grading plan is designed to have no adverse impact of stormwater run-off to adjacent properties.
35	Wall, Screen (including refuse and recycling, loading dock, and mechanical equipment)		X	X	a. Limitations: 1) Permitted for commercial uses, single family attached, multi-family and non-residential uses only 2) Constructed of the same material as the walls of principal structure on zoning lot 3) Must be open on top b. Height: Sufficient to screen all containers within the walls and no greater than 8' unless authorized as part of a Special Use or PUD
36	Wells; access, area and window	X	X	X	a. Limitations: All portions of the structure must be 8" or less above grade level.

Section 10-5-5(C) Impervious Surfaces Setback *(Relocate from page 110)*¹⁹

1). New Construction, Class II and III Alterations, Class III Additions:

Lot Width	Distance (between edge of impervious surface and lot line)
66' and Less	2% of lot width
More than 66' to 90' or less	3% of lot width
More than 90' to 100' or less	4% of lot width
More than 100'	5% of lot width

- 2). All Other Property: The expansion of an existing impervious surface and new impervious surfaces on improved lots shall not be permitted unless the proposed surface is in

conformance with the percentages outlined above. The location of an existing impervious surface which does not conform to the provisions of this section may be maintained in the same location provided the property owner can either present an accurate plat of survey dated prior to March 1, 1999 indicating the location of the impervious surface or demonstrate they have owned the property prior to March 1, 1999.

- 3). Exceptions: Structures used for primarily commercial purposes in the C5A and C5B zoning districts shall be exempt from this regulation.

Section 10-5-10(A)-3 *(Add on page 118)*

3. The Village Engineer is authorized to waive the geometric design requirements when the DuPage County or Illinois Department of Transportation has provided written approval of plans prepared by a professional engineer.¹⁹

Section 10-5-11 *(Add and Delete on page 122)*

10-5-11: PERFORMANCE STANDARDS AND OTHER REQUIREMENTS FOR COMMERCIAL USES, PLANNED UNIT DEVELOPMENTS, SPECIAL USES, AND NON-RESIDENTIAL USES IN RESIDENTIAL ZONING DISTRICTS: The following standards shall apply to commercial uses, planned unit developments, special uses (excluding single family residences), and non-residential uses in residential zoning districts. The property owner shall be responsible for submitting documentation prepared by a professional in the applicable area of expertise upon written request of the Village to verify that any standard has been satisfied.¹⁹

Section 10-5-11(K) *(Add and delete on page 125)*

- (K) **Storage:** All storage shall be enclosed within a building, or within a concrete or masonry wall of sufficient height to screen such storage unless a Special Use Permit has been issued for the subject property. No premises shall be used for auto wrecking, junk yards and similar storage or salvage, or for bulk storage of oils, petroleum, or similar flammable liquids and chemicals;¹⁹

Section 10-5-11(O-Q) *(Add and Delete on page 129)*

- (O) **Developer Donations:** Any development that increases the number of dwelling units within the Village shall be required to make land or cash contributions to the school, library, fire, and park districts within which the dwelling units are located.¹⁹
- (P) **Utility Lines:** All new utility lines for Class II and III Alterations, Class III Additions, and new construction or redevelopment shall be placed underground. The Village Board may waive this requirement provided the applicant pays a fee to cover all costs of future placement of the wires underground in a comprehensive manner by the Village. The fee shall be based on an itemized cost estimate prepared by the applicant and approved by the Village Engineer, and shall be paid prior to any permits being issued.¹⁹
- (Q) **Recycling and Refuse Area:** Adequate space shall be provided for refuse and recycling on

January 14, 2002

Page 13

a site for all Class II and III Alterations, Class III Additions, and new construction or redevelopment. Exterior screens shall be constructed of the same primary material used in the principal building on the site, or per a landscape plan approved by the Planning and Development Department.

Section 10-8-6(B) *(Add and Delete on page 144 & 145)*

- 3.^{15, 18, 19} **Non-Conforming Single-Family Dwelling:** A single-family dwelling which is non-conforming due to zoning bulk control regulations (setback, lot coverage ratio, height, lot width, lot area) may be modified as outlined in the following table, provided all alterations and additions thereto conform to all regulations in the district in which it is located:

		Lots less than 50' in width OR less than 6,534 square feet in area		Lots with a width of at least 50' AND with at least 6,534 square feet in area	
		Prohibited	Permitted	Prohibited	Permitted
Alteration	Class I		X		X
	Class II	X		X	
	Class III	X		X	
Addition	Class I		X		X
	Class II	X			X
	Class III	X		X	
Accessory	Structure		X		X

Section 10-10-7(D) *(Add and Delete on page 157)*

(D) Temporary Occupancy Certificate: A temporary occupancy certificate may be issued for a period not to exceed one-hundred and eighty (180) days pending the completion of a building or alteration thereof. Such temporary occupancy certificate shall not be construed as in any way waiving the duties and obligations of the owners or occupants to complete the construction or alteration within the time period established in the temporary occupancy certificate.¹⁹

Section 10-10-10(B)-10 *(Add on page 163)*

10. The Village Engineer, the Director of Planning and Development Department, or their designee shall require a Plat of Assessment, Consolidation, Resubdivision or Subdivision if the development site is comprised of a portion (or portions) of previously platted land, more than one lot of record, or contains more than one Property Identification Number (PIN) per zoning lot.¹⁹

F:\PLANDEV\PLANNING\ZTA\Ordinances\EXHIBITBA1802.doc

Permit No. B-21505

Village of Glen Ellyn

Application for Building Permit

RECEIVED

FEB 27 2002

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

JUN 17 2002

Date Application Filed: FEBRUARY 27, 2002

Permit Issued: _____

PROJECT INFORMATION:

Application is hereby made for a (describe project) construct new home on vacant lotProject Address: 685 N Park Blvd. Ave. St. Ct. (Blvd) Rd.Subdivision: Collins and Grunblatt's Lake Glen Ellyn P.I.N. 05-11-211-010To be erected on: Lot: 21 Block: _____

OWNER INFORMATION:

Owner Patrick Murphy & Son, Inc. Address: 260107 Douglas City Winnetka Zip 60190 Ph. 630-871-19

DESIGN PROFESSIONAL INFORMATION:

Architect: Architects By Design Address: 109 Ogden Ave City Chicago Zip 60614 Ph. 630-323-96Engineer: Engineering Resource Inc. Address: 214 W Willow Ave City Willow Zip 60187 Ph. 630-668-5

CONTRACTOR INFORMATION:

General Contr. SAK AS ABOVE OWNER Address: " City " Zip " Ph. "Carpenter Contr. MAEVID JABS Address: 7225 Commonwealth City Burr Ridge Zip 60525 Ph. 880-0624Plumbing Contr. ME AMERICAN PLUMBING Address: 65716 Vandeventer City Westmont Zip 60559 Ph. 663-1111Sewer Contr. M'QUINN & SONS Address: 12250 Shirley Ln City Alsip Zip 60803 Ph. 815-469-6Heating Contr. ZIG W.V.A.C. Address: 338 McKee City Batavia Zip 60510 Ph. 918-9711Concrete Contr. TBS CONCRETE Address: 31W325 Schoger Dr City Naperville Zip 60564 Ph. 499-1844Electrical Contr. D.T. Electric Address: 417 Pothowatamie Ct City Oswego Zip 60543 Ph. 554-829Demolition Contr. — Address: — City — Zip — Ph. —Other Contr. — Address: — City — Zip — Ph. —

GENERAL INFORMATION:

Frame: X Brick: X Masonry Veneer: _____ Concrete Block: _____ Stucco: _____ Metal Veneer: _____Avg. Ht. Per Plan Length 56'-1" Width 59'-2" Distance from lot lines: N _____ S _____ E _____ W _____Total Sq. Ft. Per Plan Est. Cost of Addition — Est. Cost of Alteration — Total Est. Cost 500,000.00

Remarks: _____

The Applicant hereby certifies to the correctness of the above and agrees to complete the work in strict compliance with all provisions of the Zoning Ordinance and the Building regulations of the Village Code of Glen Ellyn, and all amendments thereto.

APPROVED FOR PERMIT

Dale Wilson
Building & Zoning Official

Date: 6-11-02

Superintendent of Water

Steven A. Lynn S.
Superintendent of Sewers

Date: _____

Date: 03-05-02

If ownership is by a land trust, the trustee and all beneficiaries are required to be listed on a separate form. Forms are available in the Planning and Development Department.

In the event of a conflict between the approved document, any approved plans or inspections, with the building code, zoning code and ordinances, the owner, his agent or servant is not relieved of the responsibility to conform to all applicable codes and ordinances

Signature _____

General Contractor

If Corporation or Partnership, President & Secretary or all parties must Sign. Corporation must affix seal

Signature _____

Owner

If Corporation or Partnership, President & Secretary or all parties must Sign. Corporation must affix seal

FEES & DEPOSITS

Building Fees:

Building \$ 2825
 Plan Review \$ Pd
 Demolition \$
 Heating \$
 Electrical \$
 Driveway \$ 20.00
 Site Dev. \$ 350.00
 Plumbing \$
 Other \$

3195

Public Works Fees:

Build. Water \$
 San Service \$ 1000.00
 Sign \$
 Water Service \$ 1250
 GWA \$ 973.00
 Water Meter \$ 180.00
 Water/San. Insp. \$ 50.00
 Other \$
 3452

Forestry Fees:

Tree Review \$ 150.00
 Tree Planting \$ 350.00
 Other \$ 500.00

Deposits:

Sidewalk \$ 1125.00
 Parkway \$ 600.00
 Grading \$ 4868.00
 Street \$ 500.00
 Demo \$
 Water \$ 50
 Tree \$
 Demo Sign \$
 Other \$
 7243

Tax:

Demolition Contractor Tax \$

TOTAL

\$ 14,291.00

RECEIPTS:

Impact Fees: ☐ Required ☐ Received \$ Recap. Fees: ☐ Required ☐ Received \$
 Escrow Est.: ☐ Required ☐ Received \$ Other: ☐ Required ☐ Received \$

ZONING DATA:

Zoning District: Lot Width:
 Lot Area: Floor area Ratio: Permitted: Provided:
 Lot Coverage Ratio: Permitted: Provided:
 Front yard Setback: Permitted: Provided:
 Right Side Setback: Permitted: Provided:
 Corner Side Yard: Permitted: Provided:
 Building Height: Permitted: Provided:

BUILDING DATA:

TYPE OF BUILDING (Circle the proper use group):

(A-1) Assembly, Theaters (A-2) Assembly, Nightclubs (A-3) Assembly, Restaurants (A-4) Assembly, Churches
 (B) Business (E) Educational (F-1) Industrial, Moderate (F-2) Industrial, Low
 (H-1) Hazards, Detonation (H-2) Hazards, Deflagration (H-3) Hazards, Physical (H-4) Hazards, Health
 (I-1) Institutional, Residential (I-2) Institutional, Incapacitated (I-3) Institutional, Restrained (M) Mercantile
 (R-1) Residential, Hotels (R-2) Residential, Multi-Family (R-3) Residential, 1&2 Family
 (S-1) Storage, Moderate (S-2) Storage, Low (U) Utility

CONSTRUCTION TYPE (Check one): ☐ 1A, ☐ 1B, ☐ 2A, ☐ 2B, ☐ 2C, ☐ 3A, ☐ 3B, ☐ 4, ☐ 5A, ☐ 5B.

PROJECT CLASSIFICATION (Check box and circle class):

☐ New ☐ Alteration - I, II, III ☐ Addition - I, II, III Ext. Surface Area: Percent Altered:
☐ Remodeling - I, II, III ☐ Change of Use ☐ Demolition - I, II, III, IV Exist. Floor Area: Percent Added:

ORDINANCES

Plan Commission: No. For:
 Zoning Board: No. For:
 A.R.C.: No. For:
 Building Board: No. For:
 Zoning Board: No. For:
 Other: No. For:

REMARKS - ITEMS TO WATCH FOR - CONDITIONS

ADDRESS: 685 Park DATE SUBMITTED 2-27-02 PERMIT # B-2150502170029DEPARTMENT: BUILD FIRE PROT. FORESTRY HEALTH ENG SEWER WTRL TAP ZONING ORDNANCEAPPROVED 2-19-02 CHK 4/18/02 3/16/02 5/20/01 CHKTHE FOLLOWING SUBCONTRACTORS REQUIRE BONDS:
OK Electrical \$5,000 license/permit bond OK copy of registration
OK Plumbing \$10,000 license/permit bond OK copy of registration
OK Sewer \$10,000 license/permit bond OK copy of registration

- ☐ DEMOLITION
☒ SINGLE FAM. DWELL
☐ ADDITION/ALTERATIONS
☐ ACCESSORY BLDG.
☐

B-21505

DATE APPROVED _____ INSPECTION: _____ ADDITIONAL COMMENTS _____

7-19-02 FOUNDATION & DRAIN TILE 7-12-02 TP plan revised TP
7-19-02 LOCATION SURVEY RECEIVED 9-12-02 TP REVIEW RECEIVED 3/5/02
MEM ROUGH PLUMBING (UNDER) 4-4-02 Revised grading tho speed 02
11-21-02 ROUGH FRAMING _____ 4-6-02 1st PLAN REVIEW LETTER SENT CHK
ROUGH ELECTRIC _____ 4/29/02 Revised (5) letter revised ARCH
INSULATION _____ 5-11-02 NO PLAN REVIEW LETTER SENT CHK
MEM GARAGE FOOTING _____ 5-28-02 Plans revised to
7-22-02 ELEC. SERVICE _____ show downer age and ex 6
GRADE ELEVATIONS _____ work
WATER METER _____ 5-12-02 PLAN REVIEW APPROVED CHK
7-16-03 FINAL 7-11-02 6/3/02 revised fence approval
TEMPORARY C.O. ISSUED _____ to issue - K/V and Plumber's lig
C.O. ISSUED _____ 7/22/02 Revised form to P.O. - K/V
ESCROW REFUNDED 7/4/03 memo to 8/14 per Letter to P.O. - revised
DATE NOTIFIED _____ 4/10 for refund of not approved by
adviser on 6/30/02 to P.O. for re-inspect by

Village of Glen Ellyn

BUILDING AND ZONING DIVISION

Building Permit

B 21505

This is to Certify that

Patrick Murphy June 11 20 02
 has been granted the following Permits, subject to the Ordinances of the Village of Glen Ellyn governing the issuance of same, for: new single family home

Premises for which these permits apply is described as follows: Lot _____ Block _____
 Sub. _____ Known as 685 Park
 Permits may be revoked at any time upon the violation of any of the provisions of said Ordinances.

BUILDING FEES:

Building Permit \$ 2825.00
 Sign Permit \$ _____
 HVAC \$ _____
 Electrical \$ _____
 Plumbing \$ _____
 Plan Review \$ Pd.
 Site Development \$ 350.00
 Demolition \$ _____
 Demolition Tax \$ _____
 Fee in lieu of \$ _____
 SUBTOTAL \$ 3175.00

*Separate Check required

PUBLIC WORKS FEES:

Water Service \$ 1250.00
 Build. Water \$ _____
 Water/San. Insp. \$ 50.00
 Water Meter \$ 180.00
 San. Service \$ 1000.00
 GBWWA* \$ 973.00
 Driveway \$ 20.00
 Stormwater \$ _____
 SUBTOTAL \$ 3473.00
FORESTRY FEES:
 Tree Planting \$ 350.00
 Tree Review \$ 150.00
 SUBTOTAL \$ 500.00

REFUNDABLE DEPOSITS:

Parkway Dep. \$ 600.00
 Sidewalk Dep. \$ 1125.00
 Grading Dep. \$ 4868.00
 Street Dep. \$ 500.00
 Tree Dep. \$ _____
 Water Dep. \$ 50.00
 Demo Sign \$ _____
 SUBTOTAL \$ 7143.00

GRAND TOTAL \$ 14,291.00

NOTICE—Actual construction must be started within 90 days
 and all work must continue uninterrupted to completion.

REV. 4-00

Estimated Cost of Construction \$ 500,000.

PATRICK J. MURPHY BUILDERS, INC.
 26W107 HOUGHTON LANE
 WINFIELD, IL 60190
 PH. (630) 871-1998

**THE FIRST NATIONAL BANK
 OF CHICAGO**
 CHICAGO, IL 60670
 2-1/710

748

6/12/2002

PAY TO THE ORDER OF Village of Glen Ellyn

\$ **14,291.00

Fourteen Thousand Two Hundred Ninety-One and 00/100 ***** DOLLARS

Village of Glen Ellyn

Permits for 685 N Park Blvd, Glen Ellyn

MEMO

007486 071000013 1115000349011

PATRICK J. MURPHY BUILDERS, INC.
 Village of Glen Ellyn

6/12/2002

Packet Pg. 118

Attachment: 16.b Building Permit - New Single-Family Home (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot

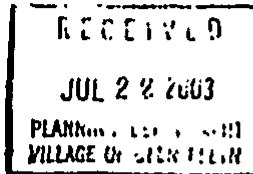
VILLAGE OF GLEN ELLYN
Building Department
469-5000
CERTIFICATE OF FINAL INSPECTION

THIS CERTIFIES that the ☒ building ☐ addition ☐ remodeling
☐ alterations ☐ garage ☐ New S.F.R.

located at 685 Park Blvd.
conforms with all of the requirements of the zoning and building code
ordinances of the Village of Glen Ellyn, Illinois.

Date July 18, 2003 Permit B-21505
Dale Wilson MEM
Building Official

Village of Glen Ellyn Refund of Deposits



Project Address: 685 N. Park Blvd. Permit # B 21505

Project Type (describe): New Construction - SFH

I am requesting a Refund Inspection of the above referenced project and return of the following refundable deposit(s). I understand that the affected deposits may be used by the Village to complete the work, and that the Village may invoice the owner for additional expenses that arise from the work performed. I understand that requests for Refund of Deposits will not be processed until the Final Building Inspection has been approved (and the Final Grading Survey has been approved, if required).

Name/Company: Patrick J. Murphy Builders, Inc.

Mailing Address: 26W107 Houghton Lane Phone: 630-871-1998

Winfield IL 60190 Fax: 630-871-1996

Approvals/Inspections Required:

- ☒ Final Building Inspection
- ☒ Final Grading Survey
- ☒ Parkway \$ 600.00
- ☒ B-box keyable?
- ☒ Sidewalk \$ 1125.00
- ☒ Groundcover \$ 4868.00
(Grading deposit)
- ☒ Street \$ 500.00
- ☐ Tree \$ _____
- ☐ Demolition Sign \$ _____

For Office Use Only

☒ Approved <u>7/16/03</u>	☐ Not Approved <u>1/1</u>
☒ Approved <u>7/3/03</u>	☐ Not Approved <u>1/1</u>
☒ Approved <u>8/12/03</u>	☒ Not Approved <u>8/14/03</u> <u>5475</u>
☒ Approved <u>8/12/03</u>	☒ Not Approved <u>8/14/03</u> <u>5475</u>
Comments: <u>Cannot find B-box (Builder)</u>	
☐ Approved <u>1/1</u>	☒ Not Approved <u>8/14/03</u> <u>5475</u>
Comments: <u>No sidewalk installed (HOLD)</u>	
☒ Approved <u>8/14/03</u>	☐ Not Approved <u>1/1</u>
Comments: <u>5475</u>	
☒ Approved <u>8/14/03</u>	☐ Not Approved <u>1/1</u>
Comments: <u>5475</u>	
☐ Approved <u>1/1</u>	☐ Not Approved <u>1/1</u>
Comments: _____	
☐ Approved <u>1/1</u>	☐ Not Approved <u>1/1</u>
Comments: _____	

RECEIVED
PUBLIC WORKS DEPARTMENT

VILLAGE OF GLEN ELLYN,
GLEN ELLYN, IL

Planning & Development, 535 Duane Street, Glen Ellyn, IL 60137 Phone (630)547-5250 Fax (630)469-8849

Q:\BUILDING\FORMS\PERMIT\PACK\REFUND2003.doc revised 2/15/03 kb

NW.	55' W CODE	AMOUNT	APPROVAL	DATE
	100 240100	5968.00		9/4/03

PATRICK J. MURPHY BUILDERS, INC.
 26W107 HOUGHTON LANE
 WINFIELD, IL 60190
 PH. (630) 871-1998

THE FIRST NATIONAL BANK
 OF CHICAGO
 CHICAGO, IL 60670
 2-1/710

7156

2/25/2002

PAY TO THE
 ORDER OF

Village of Glen Ellyn

\$ **240.00

Two Hundred Forty and 00/100*****DOLLARS  

Village of Glen Ellyn

MEMO

⑈007156⑈ ⑆071000013⑆ 111500034904⑈

PATRICK J. MURPHY BUILDERS, INC.
 Village of Glen Ellyn

Permits

2/25/2002

7156

240.00

Checking

Date

2-27-02

VILLAGE OF GLEN ELLYN

535 Duane St.
 GLEN ELLYN, ILLINOIS

26870

240.00

PATRICK J. MURPHY

Village of Glen Ellyn

SUNDRY CASH RECEIVED

From

P.J. Murphy

7156

240.00

Credit to

685 Park

for review

\$ 240.00

Village Collector

Acct. No.

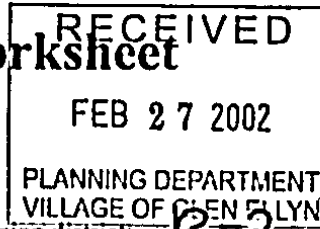
Checking

240.00

Village of Glen Ellyn

1&2 - Family Dwelling Zoning Worksheet

(To be completed by the building permit applicant)



1. Property Information:

Property address: 685 Park Boulevard Zoning district: R-2

Type of work at site: Single Family Residential

2. Lot Coverage Ratio: (Include areas of all structures on the site except for detached garages built before Feb. 13, 1995 or square feet of detached garages built after Feb. 13, 1995)

Allowed: (2 Story house - 25% maximum) Area of lot 12,000 square feet (x) 0.25 = 3,000 square feet

(Ranch house - 35% maximum) Area of lot N/A square feet (x) 0.35 = N/A square feet

Existing: Area of building footprint Vacant Lot s.f. (+) Area of lot — s.f. (x) 100 = — %

Proposed: Area of building footprint 2,767 s.f. (+) Area of lot 12,000 s.f. (x) 100 = 23.06%

3. Floor Area Ratio - 45% Maximum: (Include detached garages and exclude open porches, decks, terraces and basements)

Allowed: Area of lot 12,000 square feet (x) 0.45 = 5,400 square feet

Existing: Total building square footage Vacant Lot s.f. (+) area of lot — s.f. (x) 100 = — %

Proposed: Total building square footage 5,389 s.f. (+) area of lot 12,000 s.f. (x) 100 = 44.908%

4. Front Yard Setbacks: (Minimum R0 = 50 ft., R1 = 40 ft., R2 = 30 ft.)

Required front yard setback —

Minimum required average front yard setback: (required when more than 50% of the block is developed)

List of properties - (Include the property where work is to be done unless the building is being demolished or the lot is vacant)

1. (Address)	Setback	lineal feet
2. (Address)	Setback	lineal feet
3. (Address)	Setback	lineal feet
4. (Address)	Setback	lineal feet
5. (Address)	Setback	lineal feet
6. (Address)	Setback	lineal feet
7. (Address)	Setback	lineal feet
8. (Address)	Setback	lineal feet

Use separate sheet if more than (8) properties are to be averaged

Total of all distances listed above (1+2+3+.....(n)) = 463 Total lineal feet

Average setback: Total lineal feet 463 (+) No. of properties 10 = 46.3' Avg. Setback

Actual front yard setback (existing structure): Vacant Lot

Proposed front yard setback: 46.75'

5. Interior Side Yard Setbacks: Minimum: R0=15% of lot width, R1=10% of lot width, R2= Greater of 6.6 feet or 10% of lot

Lot width 75.0' ft. (x) 0.1 = 7.5' ft.

Actual side yard setback (existing structure): Left Vacant Lot ft. Right Vacant Lot ft.

Proposed Sideyard setback: Left 7.82' ft. Right 7.77' ft.

6. **Corner Side Yard Setbacks:** (Minimum R0 = 40 ft., R1 = 40 ft., R2 = 30 ft.)

(1.) Lot width _____ (-) 35 ft. Buildable area _____ (-) 10% of lot width _____ (allowable side yard (6.6 feet) for lots under 66 feet in width = _____)

(2.) Lot width _____ (x) .30 = _____ minimum allowable corner lot street side yard setback

Required corner side yard setback = _____ (greater of the two answers above, R1)

Actual corner side yard setback (existing structure): _____

Proposed corner side yard setback: _____

7. **Rear Yard Setbacks:** (Minimum R0 = 60 ft., R1 = 50 ft., R2 = 40 ft.)

Required rear yard setback: 40'-0"

Actual rear yard setback (existing structure): Vacant Lot

Proposed rear yard setback: 57'-0"

8. **Building Height:** Roof mean height is the midpoint between highest eave and highest ridge using existing grade at four (4) closest to property lines: (Maximum 30 feet. 32 feet is allowed if the lot is at least 80 feet wide and a minimum of 12,000 square feet. Height may be further increased an additional 1 foot for every 3 feet of setback over the required side and corner side yard setback maximum of 35 feet.)

1 st	corner	<u>742.2</u>	Elevation	Location on building: <u>Front Left</u>
2 nd	corner	<u>741.1</u>	Elevation	Location on building: <u>Front Right</u>
3 rd	corner	<u>737.4</u>	Elevation	Location on building: <u>Rear Left</u>
4 th	corner	<u>737.8</u>	Elevation	Location on building: <u>Rear Right</u>

Elevation total (1st + 2nd + 3rd + 4th) = 2957.7 (+) 4 = 739.475 Average grade

Maximum height allowed: 30'-0"

Height proposed: 29'-11 1/2"

9. **Building Surface Alterations:** Any Physical change to the exterior structure (excluding exterior finishes) of a building. Definitions: Roof: (The square footage of all outside wall surfaces from a point 8" above the adjacent grade to the soffit or eave) Walls: (The square footage of the horizontal plane(s) formed by the outside top edge of the perimeter walls)

Existing Roof Area: _____ s.f. (+) Existing Wall Area: _____ s.f. = Total Exterior Surface _____

Area of Roof Altered: _____ s.f. (+) Area of Walls Altered: _____ s.f. = Total Area Altered _____

Total Area Altered: _____ s.f. (+) Total Exterior Surface _____ s.f. = _____ (x) 100 _____ %

10. **Building Classification:**

Alteration Classifications: (circle one) Class I = Under 50%, Class II = 50% - 75%, Class III = above 75%

Addition Classifications: (circle one) Class I = Under 75%, Class II = 75% - 150%, Class III = above 150%

All plans, computations and specifications required for a building permit application where the cost of construction exceeds \$15,000 for such work shall be prepared by or under the direct supervision of a registered architect or engineer and bear that architect's or engineer's signature and seal in accordance with the state's statutes and regulations governing the professional registration and seal of architects and engineers. I do certify that to the best of my knowledge and belief, the Zoning worksheet has been completed substantially in accordance with the building plans. I further certify that the certification is in error and the permit issued and erection commenced on the strength of said certification, that I will assume full responsibility for any and all changes in the exterior shape and of said residence required to make it comply with the Village of Glen Ellyn Zoning Ordinances.

St P.H.
Authorized Agent

2/27/02
Date

G. BUILDING FORMS (permitted to use)

ARCHITECT'S CERTIFICATION

This is to certify that the undersigned is familiar with the Building Ordinance of the Village of Glen Ellyn, Illinois, said ordinances being the BOCA Basic National Building Code/1993 and the Village Amendments thereto, known as Ordinance No. 4138-VC.

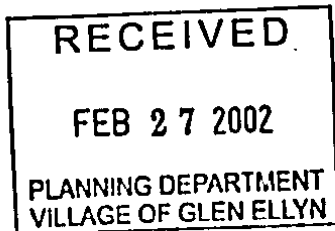
It is understood that "approval of plans submitted to the Building Department for review is a conditional approval only and construction shall be subject to all provisions of the aforementioned ordinances."

It is further understood that, in the event of conflict between the approved plans and provisions of the ordinances, the Ordinance shall be the final authority.

Specifications may be submitted to the Building Department, but they shall not become a part of the approved plans, and data contained therein shall not be included in the conditional approval.

Signature 
 General Contractor

If corporation or partnership, President and Secretary or all parties must sign.



Signature 
 Architect

If corporation or partnership, President and Secretary or all parties must sign.

Corporation affix seal

Village of Glen Ellyn Utility Disconnect Form

1.17

Prior to a Class III or Class IV demolition of a structure, all utilities shall be properly disconnected and capped in such a manner as not to endanger the health, safety or welfare of the public. This form must be completed in its entirety and returned to the Village of Glen Ellyn Building and Zoning Division prior to the issuance of the Demolition Permit.

Address of Demolition: 685 N. Park Blvd. Glen Ellyn

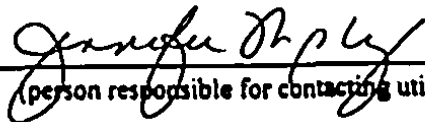
Utility	Phone Number	Contact Date	Disconnect Date	Disconnect Confirmation Date
Electricity (Comm Ed)	1-800-334-7661	<u>N/A</u>	_____	_____
Gas (Nicor)	1-888-642-6748	<u>N/A</u>	_____	_____
Telephone (Ameritech)	1-800-660-3000	<u>N/A</u>	_____	_____
AT & T Cable (Jones Spacelink)	630-260-8808	<u>N/A</u>	_____	_____
Water (Public Works)	630-469-6756	<u>N/A</u>	_____	_____
Sewer (Public Works)	630-469-6756	<u>N/A</u>	_____	_____
J.U.L.I.E.	1-800-892-0123	<u>2/25/02</u>	<u>2/27/02</u>	<u>2/27/02</u>

RECEIVED -

FEB 27 2002

 PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

Signature


(person responsible for contacting utilities)

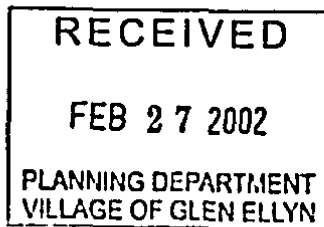
DEVELOPER'S CERTIFICATION

This is to certify that the undersigned is familiar with the Grading Ordinance of the Village of Glen Ellyn, Illinois, known as Ordinance No. 2533-VC.

In addition, this is to certify that the undersigned agrees that the development shall be performed in accordance with such approved plans and submissions.

It is understood that "approval" of plans, submitted to the Director of Public Works for review, is a conditional approval only and shall be subject to all provisions of the aforementioned Ordinance.

It is further understood that, in the event of conflict between the site development approved plans and provisions of the Ordinance, the Ordinance shall be the final authority.



Signature [Signature]
Property Owner

Signature [Signature]
General Contractor

If a corporation or partnership, President and Secretary or all parties must sign.

[Signature] Corporate Seal

**CERTIFICATE OF ARRANGEMENT TO PROTECT
AGAINST INTERFERENCE WITH UNDERGROUND
PUBLIC UTILITY FACILITIES**

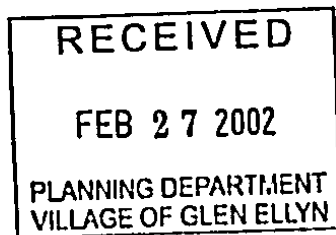
The undersigned hereby certifies that notice has been given to Joint Utility Locating Information for Excavators (JULIE) of the proposal to do excavating, grading or other work below the surface of the ground as described described as:

685 N. Park Blvd

STREET ADDRESS

beginning on or after the 27th day of February, 19 2002

UTILITIES NOTIFIED



CALL: 1-800-892-0123 TOLL FREE

DIG NUMBER 0561045

DATE NOTIFIED 2/25/02

The undersigned further certifies that arrangements have been made for adequate protection against interference with the underground PUBLIC UTILITY FACILITIES.

Date: 2/25/02

Pat A. N. Y.
Owner/Contractor/Workman

G:\PLANNING\FORMS\PERMIT.PAK

Attachment: 16.b Building Permit - New Single-Family Home (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot

STREET OPENING CONTRACT

G.1.r

Approval is hereby given to: Mc Guire & Son's Sewer & Water

TO OPEN STREET IN FRONT OF:

Address 685 No. Park Blvd. Lot 21 Block -

Collins + Gauntlett's Lake Glen Ellyn Sub Addition to Village of Glen Ellyn

for which a deposit of \$500.00 is required by code Ordinance 8-1-16-B to insure the street surface is being replaced with the same material, and in the same condition as found prior to the opening.

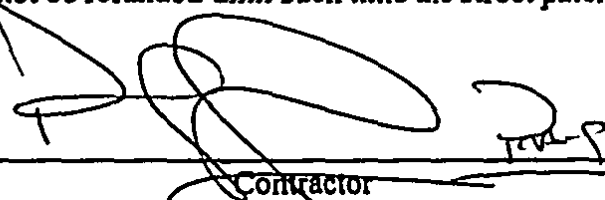
It is expressly understood and agreed that the trench opening shall be backfilled to existing street grade with gravel fill or equivalent, within 48 hours of street opening.

Temporary surface shall be placed within 96 hours or (four days) of the street opening, with the temporary surface to be maintained by contractor.

Permanent surfacing shall be completed within 30 days. Prior to the replacement of the permanent surface, the Street Superintendent of the Village of Glen Ellyn shall be contacted to arrange for a site inspection and approval of the construction method and materials for the proposed patch.

It is further agreed, that the pavement area be replaced in kind, and that the newly finished surface will be kept level with the surrounding pavement at all times. If at any time, the surface of the trench is found broken, full of holes, or sunken below the surrounding pavement or has been filled and patched so the surface is above the existing pavement for the either entire length or portions thereof, the Street Division will have the right to completely repair the surface and deduct the expense from the deposit monies held under your name by the Village of Glen Ellyn.

It is further understood that the deposit will not be refunded until such time the street patching is satisfactory to the Street Division.



Contractor
VILLAGE OF GLEN ELLYN

Walter P. Mikiota (SAL S)
Street Superintendent

APPROVED BY: _____

**A NECESSARY PROVISION TO PROTECT AGAINST DAMAGE TO
OR INTERFERENCE WITH UNDERGROUND UTILITIES**

Notice to protect against interference with underground utility facilities:

Every application for a sewer service permit, which involves excavations, grading or other work below the surface of the ground, shall also be accompanied by a certificate showing that the Public Utilities, operating underground facilities in the area for the purpose of supplying utility service to the public or to individual premises have been notified of the proposed work. Such certificate shall also show that satisfactory arrangements have been made for adequate protection of the facilities. It shall be unlawful for any person, including agents and employees of the Municipality to commence work until such certificate has been given to the Superintendent of Sewers who has been authorized to issue said permit, or such notice has otherwise been given to said Public Utilities if no permit is required.

APPLICATION AND PERMIT FOR SEWER SERVICE

Village of Glen Ellyn, Illinois

PERMIT# _____

APPLICATION IS HEREBY MADE FOR AUTHORITY TO CONNECT THE PREMISES AT

NO. 685 No. Park Blvd. Lot 21 Block —

(address)

Collins + Gauntlett's Lake Glen Ellyn Sub. Addition with the Village's

sewer main on No. Park Blvd. by a 6" inch V.C.P. Anvit

or P.V.C. SDR 26, 35, 40 Soil Pipe, Connection will be made 144"
195"

feet South, of The North M.H.

(OVERHEAD SEWER REQUIRED)

All material and workmanship will be made in strict compliance with Village Ordinances relative to such work. The entire length of the sewer excavation will remain exposed until satisfactory inspection has been completed, by a representative of the Sewer Division before any backfilling. No tunneling or undercutting under any sidewalk or street will be permitted.

Backfilling will be CA 6 granular material under the sidewalk or street.

Steven A. Larson
Superintendent of Sewers

[Signature]
Owner or Authorized Plumber

RECORD OF SEWER TAPS

PERMIT # _____ DATE: 03-05-02NO. 685 No. Park Blvd.LOT 21 BLOCK / Collins + Gauntlett's Lake Glen Ellyn Sub.OWNER/S Patrick Murphy Builders Inc.SIZE OF PIPE 6" KIND V.C.P. Amvit or P.V.C. SDR 26, 35, 40LOCATION OF TAP 144' OR 195' FEET South of The North M.H.

FROM _____ LINE OF _____ Street

DEPTH OF MAIN SEWER _____ FEET

ENTERS LOT AT _____ FEET

FROM _____ LINE OF _____ Street

DEPTH OF PROPERTY LINE _____ FEET

PLUMBER All American Plumbing / McGuire & Son's Sewer + WaterREMARKS Overhead sewer required

Steven A. Larson Jr.
Inspector

DU PAGE COUNTY STORMWATER MANAGEMENT PERMIT APPLICATION

1. COMMUNITY AND STATUS <u>Green Elected</u> ☒ Partial ☒ Complete		2. DATE APP. RECEIVED BY COMMUNITY (office use only) <u>02</u>		3. STORMWATER APPLICATION/PERMIT NO. (to be assigned by community) <u>00-170039</u>		4. (Community use only) RECEIVED FEB 27 2002 PLANNING DEPARTMENT	
5. (Community use only)							
6. NAME, ADDRESS, TITLE OF APPLICANT <u>Engineering Associates, Assoc.</u> <u>214 W. Wisconsin Ave., Waukegan 60187</u> FAX NO. <u>630-668-0693</u> Telephone No. during business hours: <u>630-668-5995</u>				7. NAME AND ADDRESS OF OWNER <u>Patrick T. Murphy Builders, Inc</u> <u>26 W 107 Houghton, Waukegan IL, 60190</u> FAX NO. <u>630-871-1996</u> Telephone No. during business hours: <u>630-871-1998</u>			
8. Check all of the following conditions which apply: ☒ The development does not affect a special management area. Attach a stormwater submittal. ☐ Wetlands located on or near the development site. Development does not directly affect wetland. Attach a stormwater submittal and a wetland submittal. ☐ The development affects a wetland but not a flood plain. Attach a stormwater submittal and a wetland submittal. ☐ The development affects a flood plain but not a wetland. Attach a stormwater submittal and a flood plain/riparian submittal. ☐ The development affects both a flood plain and a wetland. Attach a stormwater submittal, and a flood plain/riparian submittal, and wetland submittal.							
9. DESCRIPTION OF PROPOSED DEVELOPMENT: <u>construct New Home on vacant lot.</u>							
10. LOCATION OF DEVELOPMENT Street Address: <u>685 PARK BLVD</u> City/Township: <u>Green Elected</u> Municipality: <u>E. Branch DuPage River</u> Watershed Planning Area & Tributary:				11. LEGAL DESCRIPTION <u>11</u> <u>39</u> <u>10</u> 1/4 Section Township Range PP No. <u>05-11-21-1-012</u>			
12. UNDER PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY, I declare that I have examined and/or made this application and it is true and correct to the best of my knowledge and belief. I agree to construct said improvement in compliance with all provisions of the applicable ordinances. I realize that the information that I have affirmed herein forms a basis for the issuance of the stormwater management permit(s) herein applied for and approval of plans in connection therewith shall not be construed to exempt any construction upon said premises or use of said premises from any provision of any applicable ordinance or to excuse the owner or his successors in title from complying therewith. Signature of Applicant: <u>[Signature]</u> Date: <u>2/27/2002</u> Signature of Owner: <u>[Signature]</u> Date: <u>2/27/2002</u>							
13. PERMIT REVIEW FEE (separate checks) Amount: <u>[Signature]</u> Received By/Title: <u>[Signature]</u> Community: <u>DuPage County Development and Stormwater</u>							
14. PROBABLE COST Estimate of probable cost of construction of stormwater facilities Estimate of probable cost of implementation/maintenance of sediment and erosion plan Amount: <u>\$3,245.00</u>				15. SECURITIES Development Security Sediment and Erosion Control Security TOTAL SECURITY Amount: <u>\$4,867.50</u> <u>\$4,867.50</u>			
16. FINAL APPROVALS Date: <u>4-16-02</u> Approved By/Title: <u>[Signature] Professional Engineer</u> Community: <u>DuPage County Development and Stormwater</u> DuPage County Development and Stormwater Certification: <u>[Signature]</u> DuPage County Stormwater Permit Issued: <u>[Signature]</u> Unless otherwise noted, this permit expires December 31 of the third year following the date of permit issuance.							
17. SPECIAL CONDITIONS							

(0101) White-Community Copy Green DEC Permit Copy Canary-Applicant Permit Copy Pink-DEC Copy Goldenrod-Application Copy

VILLAGE OF GLEN ELLYN SITE DEVELOPMENT (GRADING) PLAN REVIEW COMMENT SHEET

ADDRESS: 685 N. PARK BLVD.REVIEWER: PHIL KUHLER, CRABOB MINIX, VUE PWDCSMP #: 02-17-0029PLAN DATE: REV 4/1/02REVIEW DATE: 4/10/02

APPROVED

The following checked items and handwritten comments must be addressed on a revised plan:

- ☐ 1. Completed DuPage Countywide Stormwater Management Application, together with all submittals required by the DuPage County Stormwater Management Ordinance.
- ☐ 2. Benchmark reference, north arrow, scale, legend, permanent parcel number (P.I.N.) and date of preparation the survey and any revisions. DuPage Countywide Stormwater Management Application/Permit Number should be on all resubmissions.
- ☐ 3. Existing and proposed elevations for property corners, the high or low points, or major break points on all lot lines and swales, to include spot elevations at the front and rear lines of the structure extended. Also top curb elevations on lot lines extended. Show contours at a one-foot contour interval. Flat grading may require intermediate contour lines to define swales. Minimum allowable slope for all impervious areas is one-half percent (0.5%). Show existing structures and vegetation including trees six (6) inches or greater in size.

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APR 18 2002

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

- ☐ 4. The existing conditions on the adjacent lots within one hundred (100) feet of the subject parcel including existing or proposed top of foundation elevation where said foundation is or will be within one hundred (100) feet of the subject parcel.
- ☐ 5. The locations and rim elevations of all utility structures located within one hundred (100) feet of the subject parcel. All utility structures on the subject parcel must be raised to grade. See Public Works Utility Information Sheet (completed during Building Permit process).
- ☐ 6. All setback lines including minimum dimensions from building to all lot lines, including the dimensions between any impervious surface (driveway, sidewalk, etc.) and the property line.
- ☐ 7. Flood Plain limits and stormwater management facilities within one hundred (100) feet of the subject parcel. One hundred (100) year high water levels shall be noted for both.
- ☐ 8. Location and dimensions of the specific storm or surface water drainage system to serve the site together with connections to offsite drainage facilities, including inverts of connection points.
- ☐ 9. Locations, sizes and material types of the sanitary and water service lines, including inverts of connection points of sanitary sewer, proposed B-box locations, and clearances between various underground utilities crossings. If the B-box is located in a sidewalk or driveway approach, it must be encased in a metal or PVC sleeve. See Public Works Utility Information Sheet (completed during Building Permit process).
- ☐ 10. Locations and orientations of downspouts and sump pump discharges are required, as well as any associated underground piping and outlet points.

- ☐ 11. Locations, dimensions and materials of walls and fences.



April 6, 2002

Village President
Gregory S. Mathews

Patrick Murphy Builders
26W 107 Houghton
Winfield, IL. 60190

Trustees
John J. Kohnke
Mary C. Loch
Patrick J. Melady
John M. Mulherin
Thomas H. Riley, Jr.
Jay B. Strayer

Village Manager
Gary Webster

RE: 685 North Park Blvd.
Glen Ellyn, IL. 60137
New Single Family Residence

Plan Review No.1:

The above application and plans prepared by **ARCHITECTS BY DESIGN, P.C.**, **RECEIVED 2-27-02** have been reviewed for compliance with the applicable codes of the Village of Glen Ellyn. This application is in compliance with the zoning and building codes **EXCEPT** for the ITEMS in the following REVIEW LIST. Permit drawings must be marked (or revised) by architect, to indicate compliance with the listed items.

ZONING:

1. The building as designed exceeds the maximum Floor Area Ratio allowed by the Village of Glen Ellyn Zoning Code. The Bonus Room at the attic level must also be included in the Floor Area Ratio.
2. The principal structure exceeds the maximum mean average height allowed by the Village of Glen Ellyn Zoning Code. The dormer roof establishes the average height for the structure.
3. A 1 ¼-inch water service line will be required.

BUILDING:

1. Further plan review will not be performed until all zoning issues are resolved.

GENERAL INFORMATION:

(These general code requirements do not require changes to the drawings and may or may not be applicable to the referenced project)

1. Provide 1.5" of bearing at all joist ends or provide approved joist hangers.
CABO Section R-602.3

Civic Center
535 Duane Street
Glen Ellyn, Illinois 60137
630.469-5000
Fax 630.469-8849

Police Department
535 Duane Street
630.469-1187
Fax 630.469-1861

Public Works Department
30 S. Lambert Road
630.469-6756
Fax 630.469-3128

2. Bathroom exhausts shall vent directly to the exterior.
CABO Section R-203.3
3. Enclosed accessible space under stairs shall have walls and soffits protected on the enclosed side with ½ inch gypsum board.
CABO Section R-210.3
4. Floor trusses shall be permitted only in buildings equipped throughout with approved automatic sprinkler systems.
CABO Section R-602.9

Please Note:

This review is for building components only. The following plan review(s) listed below are required and will be completed under separate cover and is not covered by this review.

- **Tree Preservation Review**
- **Site Development Review (Stormwater Management)**

The above reviews, installations and inspections must be complete and approved before any permits will be issued.

In the event of a conflict between this document, any approved plans or inspections with the building code, zoning code and ordinances, the owner, his agent is not relieved of the responsibility to conform to all applicable codes and ordinances.

If you have any questions, please call the Building Division at 630-469-5000.

Sincerely,



Carl Kuhn
Plan Examiner

cc: Architects By Design, P.C.
109 Ogden Avenue
Clarendon Hills, IL. 60514

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Village President
Gregory S. Mathews

Trustees

John J. Kohnke
Mary C. Loch
Patrick J. Melady
John M. Mulherin
Thomas H. Riley, Jr.
Jay B. Strayer

Village Manager
Gary Webster

May 11, 2002

Patrick Murphy Builders
26W 107 Houghton
Winfield, IL. 60190

RE: 685 North Park Blvd.
Glen Ellyn, IL. 60137
New Single Family Residence

Plan Review No.2:

The above application and plans prepared by **ARCHITECTS BY DESIGN, P.C., RECEIVED 4-29-02** have been reviewed for compliance with the applicable codes of the Village of Glen Ellyn. This application is in compliance with the zoning and building codes **EXCEPT** for the ITEMS in the following REVIEW LIST. Permit drawings must be marked (or revised) by architect, to indicate compliance with the listed items.

ZONING:

1. The principal structure exceeds the maximum mean average height allowed by the Village of Glen Ellyn Zoning Code. The dormer roof establishes the average height for the structure. (Enclosure)

BUILDING:

1. Provide and indicate 2" x 6" @ 16" o.c. in the first floor bearing walls that support the attic space floor and walls.

GENERAL INFORMATION:

(These general code requirements do not require changes to the drawings and may or may not be applicable to the referenced project)

1. Provide 1.5" of bearing at all joist ends or provide approved joist hangers.
CABO Section R-602.3
2. Bathroom exhausts shall vent directly to the exterior.
CABO Section R-203.3

Civic Center

535 Duane Street
Glen Ellyn, Illinois 60137
630.469-5000
Fax 630.469-8849

Police Department

535 Duane Street
630.469-1187
Fax 630.469-1861

Public Works Department

30 S. Lambert Road
630.469-6756
Fax 630.469-3128

3. Enclosed accessible space under stairs shall have walls and soffits protected on the enclosed side with ½ inch gypsum board.

CABO Section R-210.3

4. Floor trusses shall be permitted only in buildings equipped throughout with approved automatic sprinkler systems.

CABO Section R-602.9

Please Note:

This review is for building components only. The following plan review(s) listed below are required and will be completed under separate cover and is not covered by this review.

- . **Tree Preservation Review**
- . **Site Development Review (Stormwater Management)**

The above reviews, installations and inspections must be complete and approved before any permits will be issued.

In the event of a conflict between this document, any approved plans or inspections with the building code, zoning code and ordinances, the owner, his agent is not relieved of the responsibility to conform to all applicable codes and ordinances.

If you have any questions, please call the Building Division at 630-469-5000.

Sincerely,



Carl Kuhn
Plan Examiner

cc: Architects By Design, P.C.
109 Ogden Avenue
Clarendon Hills, IL. 60514

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MEMORANDUM

TO: Planning & Development Dept. Staff

FROM: Richard L. Dunn, AICP, Director of Planning & Development

DATE: May 18, 2000, Revised October 10, 2000

SUBJECT: Policy Clarification Regarding DECORATIVE DORMERS

A question has been raised regarding clarification with regard to the highest eave of a gable, hip or gambrel roof excluding decorative dormers. The "decorative dormers" eave is not included in the determination of the height of a structure but a "non-decorative dormer" eave is included. What, then, is to be considered the highest eave of a dormer? The eave will be interpreted as that point at which the dormer roof eave point intersects with the structure's roof. This point shall be used to help determine the highest point above the roof. A dormer will be considered decorative if one of the following criteria is established:

1. The base of any single dormer structure regardless of style, where the dormer and the roof intersect, is **NOT** greater than three feet in width and the accumulative length of all dormers on any one face of a roof is **NOT** greater than 15 feet provided the space behind the dormer(s) is **NOT** a finished space.
2. The dormer(s) **DO NOT** have windows
3. The dormer(s) **DO NOT** provides natural light to the floor.
4. The distance between the top of the floor joists and the ridge board is **NOT** greater than 10 feet.

As in the case of certain other terms in the zoning ordinance, the terms used herein may need to be interpreted by employees of the Village. It is my understanding that the employees have the authority to reasonably interpret these terms.

cc: Gary Webster, Village Manager

F:\PLANDDEV\PLANNING\B&ZDIV\MEMOS\decorativedormersclarification.doc



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers & Surveyors

February 25, 2002

Re: Lot 21 Collins & Gauntlett's Lake Glen Ellyn
685 Park Boulevard, Glen Ellyn, Illinois

ENGINEER'S CERTIFICATION

This is to certify that the undersigned is familiar with the Grading Regulations of the Village of Glen Ellyn, Illinois, known as Ordinance No. 4738-VC.

In addition, this is to certify that the undersigned has prepared the required plans and submissions in compliance with the Grading Regulations and other relevant ordinances, as well as using good engineering judgment.

In addition, this is to certify that the proposed site development is followed:

Will not increase that amount of rate of storm run-off, so as to adversely affect the quality of surface water draining onto other properties; or

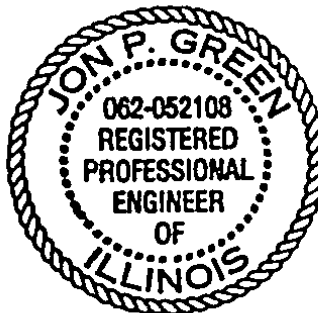
Will not damage other properties.

Signature

Property Owner

Signature

Jon P. Green, P. E.
Registered Professional Engineer 52108



RECEIVED

FEB 27 2002

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers & Surveyors

February 25, 2002

Patrick J. Murphy Builders, Inc.
26W107 Houghton Lane
Winfield, IL 60190

Re: Lot 21 Collins & Gauntlett's Lake Glen Ellyn, Illinois
685 Park Boulevard, Glen Ellyn, Illinois

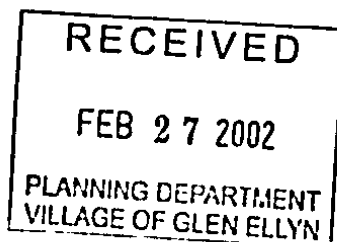
Ladies/Gentlemen:

I estimate the cost for grading and other required items for the above lot as follows:

5 hours of machine time @ \$85.00 per hour	\$ 425.00
Sod (approx. 900 sq. yd.) @ \$2.00	\$1,800.00
Installation of silt fence (470 lf) @ \$1.00	\$ 470.00
Maintenance of construction access to site	\$ 250.00
Allowance for daily removal of sediment, debris, etc. from street	\$ 300.00
Total	\$3,245.00

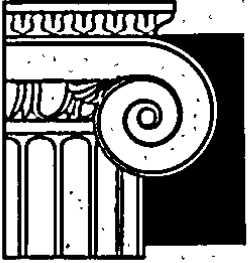
Very Truly Yours,


Jon P. Green, P.E.

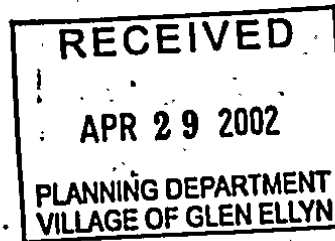


214 West Willow Avenue
Wheaton, Illinois 60187
(630) 668-5995
FAX 668-0693

V:\PATRICK J. MURPHY BUILDERS\220201\forms\engineerscertification.wpd



Architects By Design, P.C.



Thursday, April 25, 2002

Village of Glen Ellyn
Building Department
Glen Ellyn, Illinois 60137

RE: 685 N. Park Boulevard
Glen Ellyn, Illinois 60137
Architects by Design Project #H02-1110

To: Mr. Carl Kuhn

Per your comments dated April 6, 2002, we have made the following changes to the permit drawings:

Zoning:

Item #1. Per our meeting of April 24, 2002, I have reduced the garage roof pitch to 7/12 so that none of the Square footage (F.A.R.)

1 st Floor	2,758.0 sq./ft.	(Note: There are no covered porches or covered entries on the residence.)
2 nd Floor	2,416.7 sq./ft.	
Attic	220.7 sq./ft.	
TOTAL	5,395.4 sq./ft.	

Item #2. The shed dormer located on the north side of the residence has been changed to two smaller decorative hip dormers to comply with village ordinance. (Chapter 2, 10-2-2: Definitions, page 7, building height - ...midpoint between the highest ridge and the highest eave, excluding decorative dormers, of gable, hip, and gambrel roofs...).

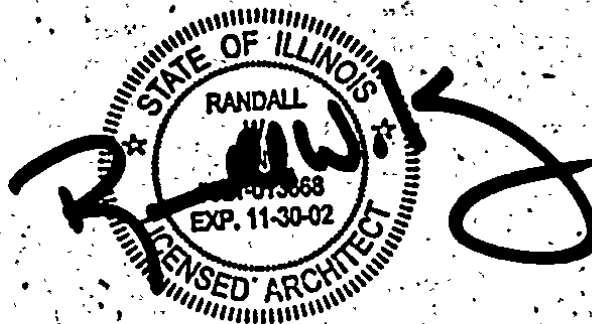
Item #3 A note has been added below the site plan on sheet A-1, for a 1-1/4" water service line.

If there are any questions please call Steven K. Poteracki, (630) 323-9604 ext. 2.

Sincerely,

Randall W. King, AIA

RWK/skp



**PATRICK J. MURPHY BUILDERS, INC.**

DATE: June 13, 2002
TO: Dave Coulter @ Village of Glen Ellyn
FROM: P.J. Murphy
RE: 685 N. Park Blvd., Glen Ellyn

Dave,

As requested, attached is the revised tree preservation plan noting the additional trees that have been removed from the site. I apologize for my mistake. It was my understanding that I could show the additional removals on the tree removal notification form.

Also, I have made three (3) additional copies of the original approved tree preservation plan. F.Y.I.: Neither I nor the Building department received the approved copies.

Thank you.

P.J. Murphy

Cc: *Permit* ✓

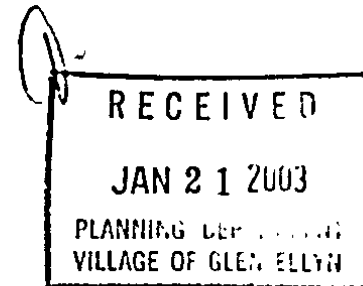
AMcGURR, Ltd., P.C.

consulting engineers

951 West Liberty Drive
Wheaton, IL 60187-4846
16 January 2003

630 / 665-1170

Mr. Dale Wilson
Building Commissioner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137



Re: Final Survey Review
Pt Lot 21 in Collins and Gauntlett's Lake Ellyn
a/k/a: 685 Park Boulevard
Glen Ellyn, IL
PPNo. 05-11-211-010
AML File No: 007.112/633

DPCSWM Permit No. 02-17-0029

Dear Mr. Wilson:

We have reviewed and field inspected the Final Survey for the above referenced parcel, prepared by Engineering Resources Associates, Inc., dated 3 December 2002, and received 20 December 2002. We offer the following comments:

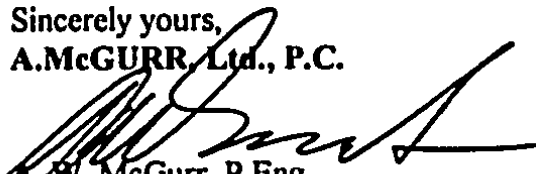
1. The setbacks for impervious surfaces (driveway) are not shown.
2. The rear yard is not graded in accord with the approved site grading plan.
3. The sanitary sewer service location should be shown.

This review was for stormwater management purposes only.

Five (5) copies of the survey with at least one (1) being originally signed and sealed by a professional engineer should be submitted to the Glen Ellyn Building Division for further review.

If you have any questions or comments, please call our office.

Sincerely yours,
A.McGURR, Ltd., P.C.



A.W. McGurr, P.Eng.
Village Engineer
Village of Glen Ellyn

cc: R. Minix, P.Eng., Village of Glen Ellyn
Engineering Resources Associates, Inc.

Civil

Municipal

Traffic

Land Development

AWM/A:VGE F007.633/685 Park.doc
Engineering

Storm Water Management

Construction Scheduling

Land

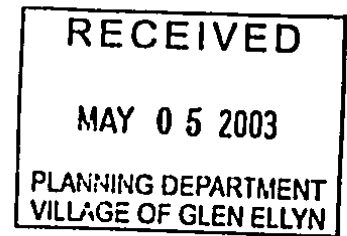
Packet Pg. 142

AMcGURR, Ltd., P.C.

consulting engineers

951 West Liberty Drive
Wheaton, IL 60187-4846
2 May 2003

630 / 665-1170



Mr. Dale Wilson
Building Commissioner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: Final Survey Review
Pt Lot 21 in Collins and Gauntlett's Lake Ellyn
a/k/a: 685 Park Boulevard
Glen Ellyn, IL
PPNo. 05-11-211-010
AML File No: 007.112/633

DPCSWM Permit No. 02-17-0029

Dear Mr. Wilson:

We have reviewed and field inspected the Final Survey for the above referenced parcel, prepared by Engineering Resources Associates, Inc., dated 22 January 2003, and received 31 January 2003. We offer the following comments:

1. Several meetings with Village President Mathews, staff, and the property owners of 681 & 685 Park Boulevard and 674 & 680 Lenox Road. At these meetings it was agreed to direct the drainage from the uphill properties to a swale along the common property line of 674 and 680 Lenox Road. The grading plan prepared by Siebert Engineers, Inc. for 674 Lenox Road has finally reached a state that the common swale meets our approval. It was the consensus of the meeting participants that Siebert would prepare the design for the common swale.
2. The rear yard of this Lot 21 is not graded in accord with the approved site grading plan. The approved grading plan clearly shows a swale and a berm directing the drainage to the above described swale location. The submitted final survey shows the drainage sheet flowing east onto the 680 Lenox Road property. This could create a drainage problem on that lot. The purpose of the above meeting was to provide a unified drainage plan.
3. The house address to the south should be corrected. It is 681, not 628.

This review was for stormwater management purposes only.

Five (5) copies of the survey with at least one (1) being originally signed and sealed by a professional engineer should be submitted to the Glen Ellyn Building Division for further review.

If you have any questions or comments, please call our office.

Sincerely yours,
A.McGURR, Ltd., P.C.

A.W. McGurr, P.Eng.
Village Engineer
Village of Glen Ellyn

cc: R. Minix, P.Eng., Village of Glen Ellyn
Engineering Resources Associates, Inc.

AWM/A/VGE F007.633685 Park.doc

Civil	Municipal	Traffic	Land Development	Engineering
Storm Water Management		Construction Scheduling	Land P	Packet Pg. 143



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers & Surveyors

426 South Third Street
Geneva, Illinois 60134
Phone: (630) 262-8689
Fax: (630) 262-8698

June 5, 2003

Mr. Dale Wilson
Building Commissioner
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

SUBJECT: Final Survey Review Response Letter
Pt Lot 21 in Collins and Gauntlett's Lake Ellyn
aka: 685 Park Boulevard, Glen Ellyn
PPNo. 05-11-211-010 DPCSWM Permit No. 02-17-0029
AML File No.: 007.112/633
ERA Project No. 220201

Dear Mr. Wilson:

This submittal is in response to your A. W. McGurr correspondence dated May 2, 2003. Please find enclosed five copies of the Final Grading Survey dated June 4, 2003.

Comment 1: *Several meetings with Village President Mathews, staff, and the property owners of 681 & 685 Park Boulevard and 674 & 680 Lenox Road. At these meetings it was agreed to direct the drainage from the uphill properties to a swale along the common property line of 674 and 680 Lenox Road. The grading plan prepared by Siebert Engineers, Inc. for 674 Lenox Road has finally reached a state that the common swale meets our approval. It was the consensus of the meeting participants that Siebert would prepare the design for the common swale.*

Response: The Final Grading Survey indicates a newly-constructed swale along the common property line of 685 Park and 680 Lenox Road. This swale will direct the drainage to the common property line of 674 and 680 Lenox Road.

Comment 2: *The rear yard of this Lot 21 is not graded in accord with the approved site grading plan. The approved grading plan clearly shows a swale and a berm directing the drainage to the above described swale location. The submitted final survey shows the drainage sheet flowing east onto the 680 Lenox Road property. This could create a drainage problem on that lot. The purpose of the above meeting was to provide a unified drainage plan.*

Response: The newly-constructed swale referenced in Response to comment #1 above is constructed along the rear property line of 685 Park Boulevard. The swale is shifted slightly south from the approved site grading plan in an effort to minimize the root zone disturbance of an existing tree in the rear yard of 685 Park Boulevard.

MR. DALE WILSON

PAGE 2 OF 2

JUNE 5, 2003

Comment 3: The house address to the south should be corrected. It is 681, not 628.

Response: Noted.

Please feel free to contact me with any questions. Your prompt attention in this matter is greatly appreciated.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.

Jon Green
JUGP

Jon Green, P.E.
Project Manager

JPG/kkp

Enclosures

cc: Mr. P. J. Murphy, Patrick J. Murphy Builders, Inc.



McGURR, Ltd., P.C.

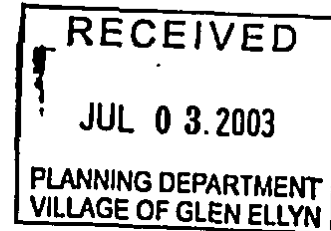
consulting engineers

951 West Liberty Drive
Wheaton, IL 60187-4846
July 2, 2003

630 / 665-1170

Mr. Dale D. Wilson, Building Official
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Re: Final Survey Review
Pt Lot 21 in Collins and Gauntlett's Lake Ellyn
A/k/a 685 Park Boulevard
Glen Ellyn, IL
PPNO: 05-11-211-010 DPCSWMPA: 02-17-0029
AML 007.633/007.112



Dear Mr. Wilson:

We have reviewed and field inspected the Final Grading Survey for the above referenced parcel, prepared by Engineering Resource Associates, Inc., revised June 4, 2003, and received June 12, 2003. We find that this document meets the requirements of the Village of Glen Ellyn.

The Owner and his Engineer are not relieved of any responsibility of the correctness of the field conditions and design of project improvements because of our review of the Plan. Our review did not include regulation requirements, tree preservation requirements, field verification of existing conditions, elevations, grade, and/or topography as shown on the plans, and we disclaim responsibility for any errors or omissions.

This review was for stormwater management purposes only. If you have any questions, please call our office.

Sincerely,

A. McGURR, Ltd.

A.W. McGurr, P.Eng.
Village Engineer
Village of Glen Ellyn

AWM/RAP/lak

Cc: R. Minix, Village of Glen Ellyn
Engineering Resource Associates, Inc. 214 W. Willow Ave., Wheaton, IL 60187

Civil

Municipal

Traffic

Land Development

Engineering

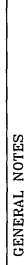
Storm Water Management

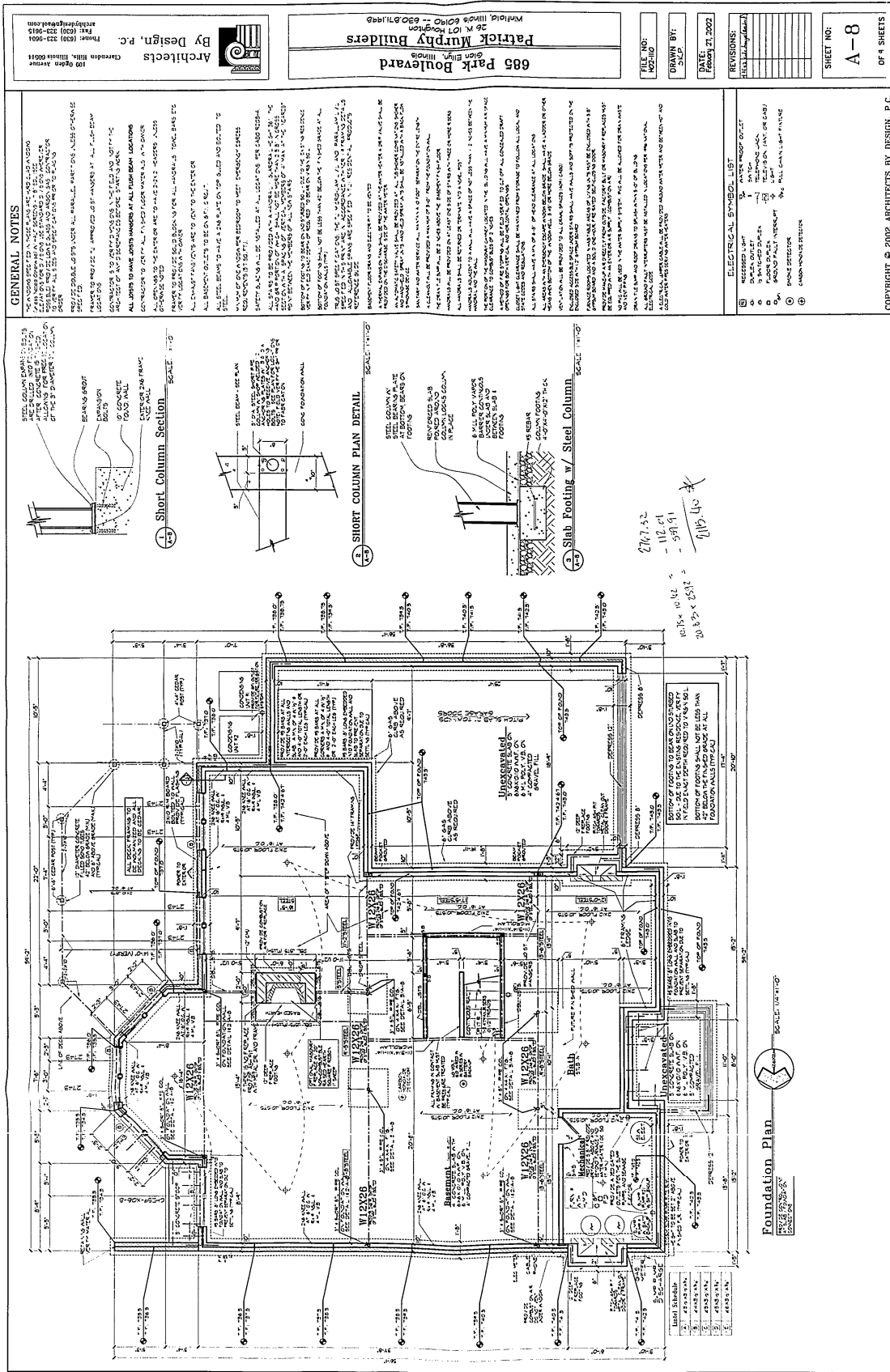
Construction Scheduling

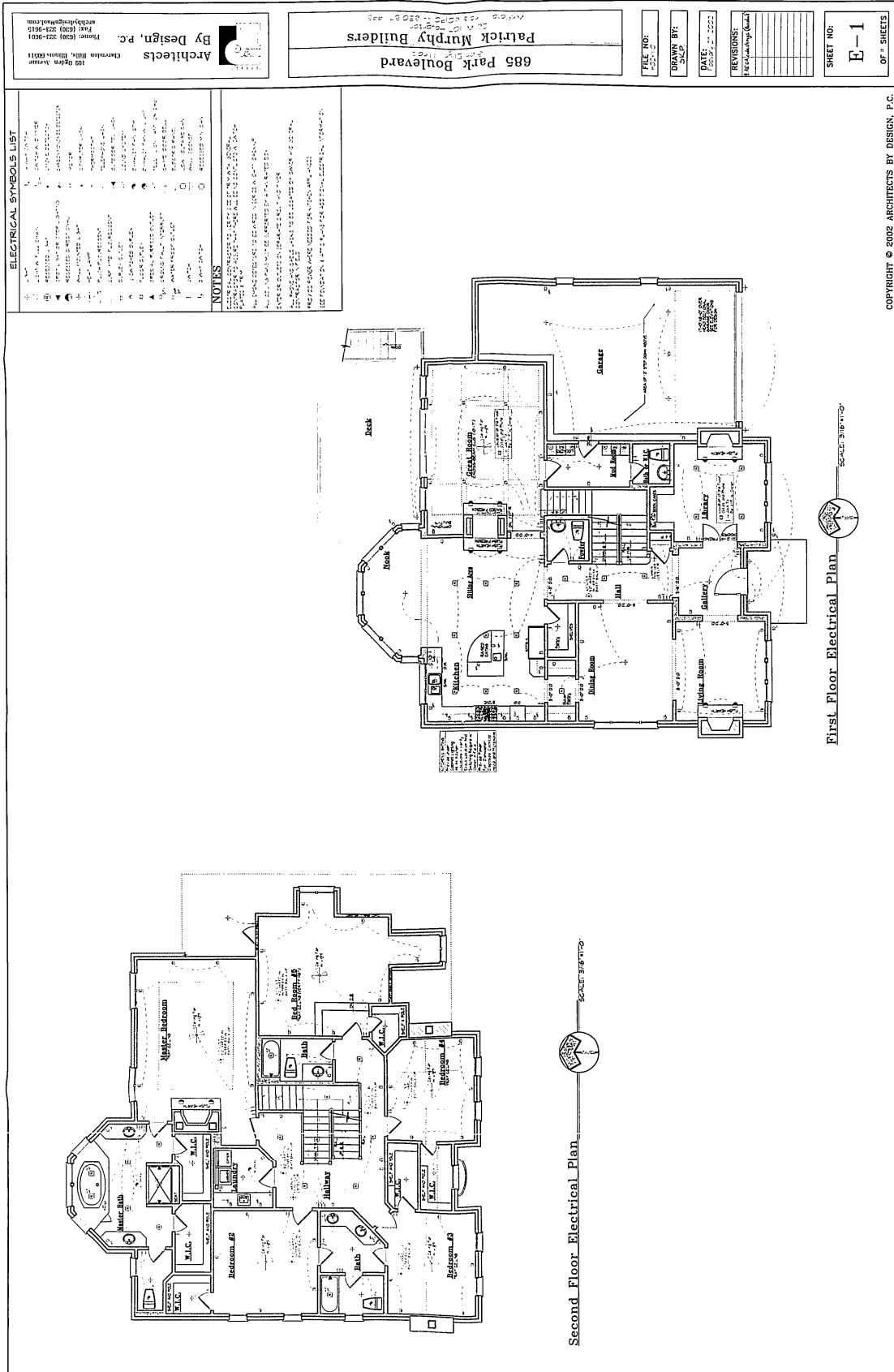
Land Planning

Packet Pg. 146

Typical Fireplace/Chimney Section







TREE PRESERVATION PLAN

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLINS AND GAUNTLET'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 31 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 685 PARK BLVD., GLEN ELLYN, ILLINOIS

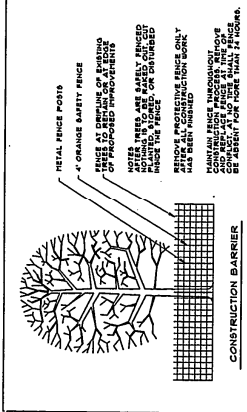
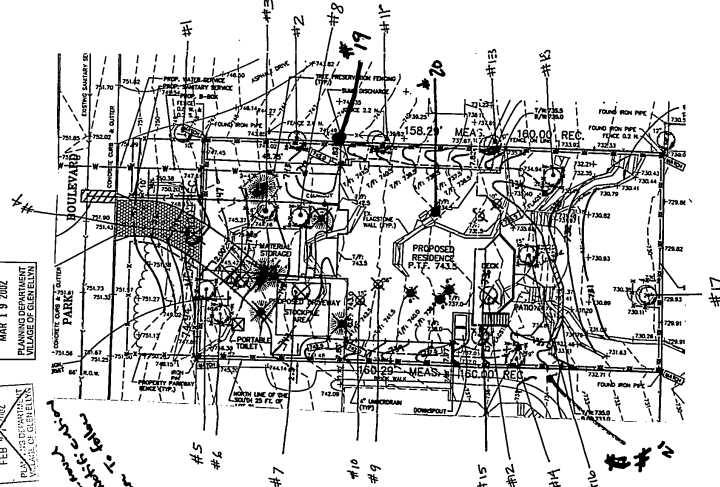
P.N.: 05-11-21-000
AREA OF PARCELS 12,000 S.F.
DUPAGE COUNTY STORMWATER MANAGEMENT
PERMIT # 02-17

RECEIVED
FEB 2002
PLANNING DEPARTMENT
MUNICIPALITY OF GLEN ELLYN

LEGEND
• EXISTING SPOT ELEV.
• PROPOSED SPOT ELEV.
• EXISTING CONTOUR
• PROPOSED CONTOUR
• PROPOSED DRAINAGE

This plan has been prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.

Prepared By: John R. B. B. B.
Name: John R. B. B. B.
Signature: John R. B. B. B.
Date: 2/21/02
Owner's Name: John R. B. B. B.
Signature/Date: John R. B. B. B. 2/21/02



TREE DESCRIPTION				CLASSIFICATION				ACTION			
TREE NO.	SIZE	SPECIES	CONDITION	PROTECTED	UNPROTECTED	REMOVE	ROOT PRUNE	FERTILIZE	NO ACTION		
1	10	Red Maple	Good								
2	15	Red Maple	Good								
3	16	Red Maple	Good								
4	17	Red Maple	Good								
5	18	Red Maple	Good								
6	19	Red Maple	Good								
7	20	Red Maple	Good								
8	21	Red Maple	Good								
9	22	Red Maple	Good								
10	23	Red Maple	Good								
11	24	Red Maple	Good								
12	25	Red Maple	Good								
13	26	Red Maple	Good								
14	27	Red Maple	Good								
15	28	Red Maple	Good								
16	29	Red Maple	Good								
17	30	Red Maple	Good								
18	31	Red Maple	Good								
19	32	Red Maple	Good								
20	33	Red Maple	Good								
21	34	Red Maple	Good								
22	35	Red Maple	Good								
23	36	Red Maple	Good								
24	37	Red Maple	Good								

- TREE PRESERVATION GUIDELINES
1. The purpose of this plan is to preserve the existing trees on the property and to provide for the replacement of any trees that may be removed.
 2. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 3. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
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 10. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 11. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 12. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 13. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 14. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
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 17. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 18. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
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 21. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 22. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 23. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.
 24. The plan shall be prepared in accordance with the requirements of the Illinois Tree Preservation Act, Chapter 120, ILCS 120-0.1, and the Illinois Department of Transportation, Division of Transportation Planning, Tree Preservation on Public Property Manual, 2nd Edition, 1998.

Village of Glen Ellyn
Tree Preservation Plan Review
Letter of Transmittal



Date: 3/27/02

To: Contact PATRICK MURPHY BUILDERS, INC.

Address 26 W 107th Highway
Winfield, IL 60190

Project Location/Address 685 N. Park Blvd.

RECEIVED

MAR 28 2002

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

What type of plan: (check all that apply)

- ☒ Site Plan - New House ☐ Deck / Patio ☐ Demolition
☐ Site Plan - Addition ☐ Garage ☐ Other: describe _____

Tree Bond \$ _____ New Tree \$ 350- Tree Review \$110 \$150
To Be Billed Monthly ☐

Your tree preservation plan has been:

- ☒ Approved: Permit will not be issued until items (1) and (2) are completed.
☒ (1) After fencing has been installed per plan, call 469-6756 for inspection.
☒ (2) Make sure any necessary bonds are posted.

- ☐ Approved Conditionally: Permit will not be issued until items (1) and (2) are completed.
☐ (1) After fencing has been installed per plan, call 469-6756 for inspection.
☐ (2) Make sure any necessary bonds are posted.

Conditions: _____

- ☐ Rejected:
- ☐ See comments on plan
 - ☐ Resubmit revised Plan Submittal Checklist
 - ☐ Resubmit revised plan
 - ☐ Resubmit / submit Action Plan Description

Recommendations / Comments: _____

Forestry Consultant Dave Coulter (630) 547-5323 Fax: (630) 469-3128

☐ Copy to Engineering ☐ Copy to McGurr

PUBLIC WORKS DEPARTMENT 30 SOUTH LAMBERT ROAD GLEN ELLYN, ILLINOIS 60137 708.469.5000

Q:\PUBLIC\WORKS\FORESTRY\PLY\Tree.pres\Letter Transmittal
printed on recycled paper

Tree Preservation Plan Review
Letter of Transmittal



G.1.r

Date: 3/5/02

To: Contact PATRICK MURPHY BUILDERS, INC.

Address 26 W 107 HOUGHTON
WINFIELD, IL 60190

Project Location/Address 685 N. PARK BLVD.

RECEIVED

MAR 08 2002

PLANNING DEPARTMENT
VILLAGE OF GLEN ELLYN

What type of plan: (check all that apply)

- ☒ Site Plan - New House ☐ Deck / Patio ☐ Demolition
☐ Site Plan - Addition ☐ Garage ☐ Other: describe _____

Tree Bond \$ _____ New Tree \$ 300- Tree Review \$110 \$150
To Be Billed Monthly ☐

Your tree preservation plan has been:

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☐ (1) After fencing has been installed per plan, call 469-6756 for inspection
☐ (2) Make sure any necessary bonds are posted.

- ☐ Approved Conditionally: Permit will not be issued until items (1) and (2) are completed.
☐ (1) After fencing has been installed per plan, call 469-6756 for inspection
☐ (2) Make sure any necessary bonds are posted.

Conditions: _____

- ☒ Rejected: ☐ See comments on plan
☐ Resubmit revised Plan Submittal Checklist
☒ Resubmit revised plan
☒ Resubmit / submit Action Plan Description

Recommendations / Comments: SEVERAL TREES, ON ADJACENT LOTS, NOT SHOWN ON
PLANS. SEVERAL TREES TO BE REMOVED NOT SHOWN ON ACTION PLAN. TREE REMOVAL
NOTIFICATION FORM IS MISSING.

Forestry Consultant Dave Coulter (630) 574-5323 Fax: (630) 469-3128

☐ Copy to Engineering ☐ Copy to McGurr

PUBLIC WORKS DEPARTMENT 30 SOUTH LAMBERT ROAD GLEN ELLYN, ILLINOIS 60137 708.469.5000

Q:\PUBLICWORKS\FORESTRY\PLY\Tree.pres\Tr Transmittal
printed on recycled paper

Attachment: 16.b Building Permit - New Single-Family Home (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot

**Village of Glen Ellyn
PUBLIC WORKS DEPT.
(630) 469-6756
Inspection Report**

Date: 7-10-02Permit # B-2/505Address: 685 No. Park Blvd.**Sewer Line:****Sanitary:**
☐ Main ☒ ^{old} Service ☐ New ☐ Repair

☐ Clean Out ☐ Replace Tee/Wye

☐ Overhead/Backflow ☐ 50/50 Cost Share
Storm:
☐ Main ☐ Crossover ☐ Sump ☐ Drainage
Water Line:
☐ Main ☐ Service ☐ New ☐ Repair

☐ ¾" ☐ 1" ☐ 1¼" ☐ 1½" ☐ 2" ☐ Other _____
☒ Disconnect☐ Connection☐ Tap☐ Direct☐ Saddle☒ Backfill☐ Catch Basin☐ Valve Box☐ Manhole/Vault☐ Inlet☐ Curb☐ Sidewalk☐ Street☐ Concrete☐ Asphalt☐ Parkway☐ Seed☐ Sod

Public walk and street repairs to be completed within 20 days of above date

☒ **APPROVED**☐ **NOT APPROVED**

Comments: _____

Steven A. Larson Jr.
Inspector

McGuire
Son's
Inc. / P.J. Murphy
Builders
Contractor/Homeowner

**Village of Glen Ellyn
PUBLIC WORKS DEPT.
(630) 469-6756
Inspection Report**



Date: 7-11-02

Permit # B-21505

Address: 685 No. Park Blvd.

Sewer Line:			
Sanitary:	☐ Main	☐ Service	☐ New ☐ Repair
	☐ Clean Out	☐ Replace Tee/Wye	
	☐ Overhead/Backflow	☐ 50/50 Cost Share	
Storm:	☐ Main	☐ Crossover	☐ Sump ☐ Drainage
Water Line:	☐ Main	☐ Service	☐ New ☐ Repair
☐ ¾"	☐ 1"	☐ 1¼"	☐ 1½" ☐ 2" ☐ Other _____
☐ Disconnect	☐ Connection	☐ Tap	☐ Direct
☐ Saddle	☐ Backfill	☐ Catch Basin	
☐ Valve Box	☐ Manhole/Vault	☐ Inlet	
☐ Curb	☐ Sidewalk	☒ Street	☒ Concrete
☐ Asphalt	☐ Parkway	☐ Seed	☐ Sod

Public walk and street repairs to be completed within 20 days of above date.

APPROVED

NOT APPROVED

Comments: Street openings pinned every 24" inches

concrete portion only

Steven H. Lamm &

Inspector

Mc Guire
Jr's Inc

P.J. Murphy

Blunders

Contractor/Homeowner

**Village of Glen Ellyn
PUBLIC WORKS DEPT.
(630) 469-6756
Inspection Report**



G.1.r

Date: 7-11-2002

Permit # B-21505

Address: 685 No. Park Blvd.

Sewer Line:

Sanitary: ☐ Main ☒ Service ☒ New ☐ Repair

☒ Clean Out ☐ Replace Tee/Wye

☐ Overhead/Backflow ☐ 50/50 Cost Share

Storm: ☐ Main ☐ Crossover ☐ Sump ☐ Drainage

Water Line: ☐ Main ☒ Service ☒ New ☐ Repair

☐ 3/4" ☐ 1" ☒ 1 1/4" ☐ 1 1/2" ☐ 2" ☐ Other _____

☐ Disconnect ☒ Connection ☒ Tap ☐ Direct

^{Sewer}
☒ Saddle ☒ Backfill ☐ Catch Basin

^{New B.}
☒ Valve Box ☐ Manhole/Vault ☐ Inlet

☐ Curb ☐ Sidewalk ☐ Street ☐ Concrete

☐ Asphalt ☐ Parkway ☐ Seed ☐ Sod

Public walk and street repairs to be completed within 20 days of above date.

☒ **APPROVED**

☐ **NOT APPROVED**

Comments: _____

Steven A. [Signature]
Inspector

McGuire / P.J. Murphy
Son's Inc. Builders
Contractor/Homeowner

**Village of Glen Ellyn
PUBLIC WORKS DEPT.
(630) 469-6756
Inspection Report**



G.1.r

Date: 7-12-02

Permit # B-21505

Address: 685 No. Park Blvd.

Sewer Line:

Sanitary: ☐Main ☐Service ☐New ☐Repair
 ☐Clean Out ☐Replace Tee/Wye
 ☐Overhead/Backflow ☐50/50 Cost Share

Storm: ☐Main ☐Crossover ☐Sump ☐Drainage

Water Line: ☐Main ☐Service ☐New ☐Repair

☐¾" ☐1" ☐1¼" ☐1½" ☐2" ☐Other _____

☐Disconnect ☐Connection ☐Tap ☐Direct

☐Saddle ☐Backfill ☐Catch Basin

☐Valve Box ☐Manhole/Vault ☐Inlet

☐Curb ☐Sidewalk ☒Street ☐Concrete

☒Asphalt ☐Parkway ☐Seed ☐Sod

Public walk and street repairs to be completed within 20 days of above date.

☒ **APPROVED**

☐ **NOT APPROVED**

Comments: final asphalt portion

Steven A. Thompson

Inspector

McGuire
Sun's Inc

Contractor/Homeowner

P. J. Murphy
Builders

Glen Ellyn
BUILDING & ZONING DIVISION
(630) 547-5250

Inspection Report

Date: 7-12-02 Permit # B21505
 Address ~~685~~ 685 N. PARK

- | | | |
|--|-------------------------------------|-------------------------------------|
| ☐ Footing | ☐ Plumbing | ☐ Final |
| ☒ Backfill/Drntile | ☐ Electrical | ☐ Insulation |
| ☐ Framing | ☐ Mechanical | ☐ Refund |
| ☐ C.I. | ☐ Other | |

Comments: _____

NOT Approved

ALREADY Filled in

IN the front of
Home

A. Wulsh
 Inspector

Backfiller refuses
x - to Sign.
 Contractor/Homeowner

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date:

6-21-02 685 Park

Inspection Report

Permit #

B-21505

Address:

X SFR

Type of Inspection:

☒ Footing☐ Underground Plumbing☐ Final☐ Backfill/Drain tile☒ Electrical Service☐ Insulation☐ Framing☐ Mechanical☐ Refund☐ Rough Electrical☐ Rough Plumbing☐ Remove☐ Site☐ Other

Comments:

Remove water at all
 Remove loose material
 check all

Reinspection Required? ☐ Yes ☐ No

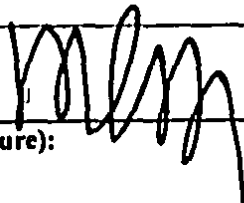
Site Condition: (Corrections required if checked - See comments)

☐ Silt Fence☐ Tree Fence☐ Portable Toilet☐ Street Cleaning☐ Site Debris☐ Weeds☐ Access Drive☐ Site Signage☐ Corner Site Lines☐ Vehicle Parking☐ Other☐ Sidewalk Maintained

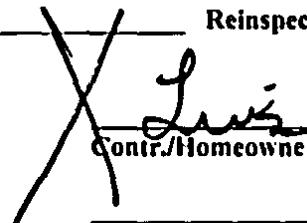
Comments:

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature):



Contr./Homeowner (Signature):



Contr./Homeowner (Address):

Contr./Homeowner (Phone No.):

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

RECEIVED

JUN 14 2002

 PERMITTING DEPARTMENT
 VILLAGE OF GLEN ELLYN

Inspection Report

Date: 6-6-02Address: 685 N. PARK BLVD

Type of Inspection:

- | | | | |
|---|---|---|--|
| ☐ Footing | ☐ Underground Plumbing | ☐ Final | ☐ Backfill/Drain tile |
| ☐ Electrical Service | ☐ Insulation | ☐ Framing | ☐ Mechanical |
| ☐ Refund | ☐ Rough Electrical | ☐ Rough Plumbing | ☐ Remove |
| ☐ Site | ☒ Other <u>TREE FENCE</u> | | |

Comments: _____

6/12/02: FENCE NOT APPROVED; AS MANY OF THE PROTECTED TREES
 ON THE APPROVED PLAN HAVE SINCE BEEN REMOVED. SPEAK TO BUREAU,
 AND PLAN MUST BE REVISED + RE-SUBMITTED. NC 6/14/02

Please be aware that per ordinance section 4925-4-8-3-(D), fines in the
 amount of \$25 will be assessed for each tree fence violation.

 Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- | | | | |
|--|--|--|--|
| ☐ Silt Fence | ☐ Tree Fence | ☐ Portable Toilet | ☐ Street Cleaning |
| ☐ Site Debris | ☐ Weeds | ☐ Access Drive | ☐ Site Signage |
| ☐ Corner Site Lines | ☐ Vehicle Parking | ☐ Other _____ | ☐ Sidewalk Maintained |

Comments: _____

 Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): _____

Contr./Homeowner (Signature): _____

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No.): _____

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date: 9-12-02 Inspection Report 685 Park Permit # B-2150
 Address: _____

Type of Inspection:

- | | | | |
|---|--|---|---|
| ☒ Footing | ☒ Underground Plumbing | ☐ Final | ☐ Backfill/Draintile |
| ☐ Electrical Service | ☐ Insulation | ☐ Framing | ☐ Mechanical |
| ☐ Refund | ☐ Rough Electrical | ☐ Rough Plumbing | ☐ Remove |
| ☐ Site | ☐ Other _____ | | |

Comments: _____

8 rear deck piers
verify vent at pit

OK

Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- | | | | |
|--|--|--|--|
| ☐ Silt Fence | ☐ Tree Fence | ☐ Portable Toilet | ☐ Street Cleaning |
| ☐ Site Debris | ☐ Weeds | ☐ Access Drive | ☐ Site Signage |
| ☐ Corner Site Lines | ☐ Vehicle Parking | ☐ Other _____ | ☐ Sidewalk Maintained |

Comments: _____

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): _____

Contr./Homeowner (Signature): _____

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No.): _____

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date:

Inspection Report

Permit #

Address:

Type of Inspection:

- ☒ Footing
☒ Electrical Service
☒ Refund
☒ Site

- ☐ Underground Plumbing
☐ Insulation
☐ Rough Electrical
☐ Other

- ☐ Final
☐ Framing
☐ Rough Plumbing

- ☐ Backfill/Draintile
☐ Mechanical
☐ Remove

Comments:

200A under new

Patrick Murphy

Reinspection Required? ☐ Yes ☐ NoSite Condition: (Corrections required if checked - See comments)

- ☐ Silt Fence
☐ Site Debris
☐ Corner Site Lines

- ☐ Tree Fence
☐ Weeds
☐ Vehicle Parking

- ☐ Portable Toilet
☐ Access Drive
☐ Other

- ☐ Street Cleaning
☐ Site Signage
☐ Sidewalk Maintained

Comments:

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature):

Contr./Homeowner (Signature):

Contr./Homeowner (Address):

Contr./Homeowner (Phone No.):

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date: 11-21-02

Inspection Report

Permit # B-21505

Address: 685 Park

Type of Inspection:

- ☐ Footing
☐ Electrical Service
☐ Refund
☐ Site

- ☒ Underground Plumbing
☒ Insulation
☒ Rough Electrical
☒ Other _____

- ☒ Final
☒ Framing
☒ Rough Plumbing

- ☐ Backfill/Drain tile
☐ Mechanical
☐ Remove

Comments: _____

O/K

Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- ☐ Silt Fence
☐ Site Debris
☐ Corner Site Lines

- ☐ Tree Fence
☐ Weeds
☐ Vehicle Parking

- ☐ Portable Toilet
☐ Access Drive
☐ Other _____

- ☐ Street Cleaning
☐ Site Signage
☐ Sidewalk Maintained

Comments: _____

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): _____

Contr./Homeowner (Signature): _____

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No.): _____

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date: 11-8-02 Inspection Report Permit # B-2150

Address: 685 Park

Type of Inspection:

- | | | | |
|---|---|---|--|
| ☐ Footing | ☐ Underground Plumbing | ☐ Final | ☐ Backfill/Drain tile |
| ☐ Electrical Service | ☐ Insulation | ☐ Framing | ☐ Mechanical |
| ☐ Refund | ☐ Rough Electrical | ☐ Rough Plumbing | ☐ Remove |
| ☐ Site | ☐ Other _____ | | |

Comments: Install hangers at 2 dormers over
garage add nail at hanger over
3rd floor block at bath add stud
upper foyer 1 nail at top right hanger
chuck at CA returns raceways
Provide min 20" hearth extension

Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- | | | | |
|--|--|--|--|
| ☐ Silt Fence | ☐ Tree Fence | ☐ Portable Toilet | ☐ Street Cleaning |
| ☐ Site Debris | ☐ Weeds | ☐ Access Drive | ☐ Site Signage |
| ☐ Corner Site Lines | ☐ Vehicle Parking | ☐ Other _____ | ☐ Sidewalk Maintained |

Comments: _____

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): [Signature]

Contr./Homeowner (Signature): [Signature]

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No.): _____

2401 W. Hassell Road, Suite 1550
P.O. Box 957648
Hoffman Estates, IL 60195
(847) 490-1443

INSPECTION REPORT

GLEN ELLEN
(Municipality)

Date: 11.10.21
Time: 12:30-

Contractor/Owner: D.J. MURPHY

Permit No.: _____

Address: 685 N. PARK

Project Code No.: _____

Location: _____

- | | | | |
|--|---|---|--|
| ☐ Footing | ☐ Insulation | ☐ Concrete Pour | ☐ Building |
| ☐ Foundation | ☐ Electric Service | ☐ Fire Alarm | ☐ Mechanical |
| ☐ Foundation Backfill | ☐ Zoning | ☐ Fire Suppression | ☒ Plumbing |
| ☐ Other: | | | ☐ Electrical |

☐ Underground ☒ Rough ☐ Final ☐ Re-Inspection

☒ 1 & 2 Family ☐ Commercial/Industrial ☐ Multi-Family ☐ Mobile Home

Inspection Comments: NOT APPROVED

1ST FLOOR POWDER ROOMS (2)

KITCHEN SINK

~~LAUNDRY ROOM~~

3RD FLOOR BATH GROUP

ALL DRAIN W/ BASEMENT FIXTURES TO

4" DEEP BY 5" DIAMETER EJECTOR

DIT DUE TO VERY HIGH SOLID INVE

☒ Re-Inspection Required ☐ Approved As Noted ☐ Approve

Received By: Todd Weaver
(Signature)

Inspector: Raymond C. Dea
(Signature)

Printed Name: TODD WEAVER

Printed Name: RAYMOND C. Dea

NOTIFIED:
BY:

☐ Owner ☒ Contractor ☐ Fax
☐ Mail

☐ Applicant ☐ Agent
☐ Inspection Report Posted

2401 W. Hassell Road, Suite 1550
P.O. Box 957648
Hoffman Estates, IL 60195
(847) 490-1443

INSPECTION REPORT

GLEN ELLYN
(Municipality)

Date: 11.27.20

Time: 12:30-12:45

Contractor/Owner: _____

Permit No.: _____

Address: 685 N. PARK

Project Code No.: _____

Location: _____

- | | | | |
|--|---|---|--|
| ☐ Footing | ☐ Insulation | ☐ Concrete Pour | ☐ Building |
| ☐ Foundation | ☐ Electric Service | ☐ Fire Alarm | ☐ Mechanical |
| ☐ Foundation Backfill | ☐ Zoning | ☐ Fire Suppression | ☒ Plumbing |
| ☐ Other: | | | ☐ Electrical |

☐ Underground	☒ Rough	☐ Final	☒ Re-Inspection
--------------------------------------	---	--------------------------------	---

☒ 1 & 2 Family	☐ Commercial/Industrial	☐ Multi-Family	☐ Mobile Home
--	--	---------------------------------------	--------------------------------------

Inspection Comments: APPROVED

* TOP OF FOUNDATION +6' BELOW CROWN
OF PARK - EJECTOR/LIFT STATION
APPROVED DUE TO BUILDING SEWER ISSUE

☐ Re-Inspection Required	☐ Approved As Noted	☒ Approved
---	--	--

Received By: _____
(Signature)

Inspector: Raymond C. De...
(Signature)

Printed Name: _____

Printed Name: RAYMOND C. DE...

NOTIFIED:	☐ Owner	☐ Contractor	☐ Applicant	☐ Agent
BY:	☐ Mail	☐ Fax	☒ Inspection Report Posted	

2401 W. Hassell Road, Suite 1550
P.O. Box 957648
Hoffman Estates, IL 60195
(847) 490-1443

INSPECTION REPORT

Yves E. Lynn
(Municipality)

Date: 9-11-20

Time: 1110-11

Contractor/Owner: _____

Permit No.: _____

Address: 685 N. Oak

Project Code No.: 22300

Location: _____

☐ Footing	☐ Insulation	☐ Concrete Pour	☐ Building
☐ Foundation	☐ Electric Service	☐ Fire Alarm	☐ Mechanical
☐ Foundation Backfill	☐ Zoning	☐ Fire Suppression	☒ Plumbing
☐ Other:			☐ Electrical

☒ Underground	☐ Rough	☐ Final	☐ Re-Inspection
---	--------------------------------	--------------------------------	--

☒ 1 & 2 Family	☐ Commercial/Industrial	☐ Multi-Family	☐ Mobile Home
--	--	---------------------------------------	--------------------------------------

Inspection Comments: Not Approved

1) Basement floor drain is required to be vented
2) 1st and 2nd floors are required to discharge
by gravity.

☒ Re-Inspection Required ☐ Approved As Noted ☐ Approve

Received By: _____
(Signature)

Inspector: Joseph A. Pienschke
(Signature)

Printed Name: _____

Printed Name: JOE PIENSCHKE

NOTIFIED: BY: ☐ Owner ☐ Contractor ☐ Applicant ☐ Agent
☐ Mail ☐ Fax ☒ Inspection Report Posted

2401 W. Hassell Road, Suite 1550
P.O. Box 957648
Hoffman Estates, IL 60195
(847) 490-1443

INSPECTION REPORT

GLEN EMM
(Municipality)

Date: 11.13.11
Time: 11:10

Contractor/Owner: _____

Permit No.: _____

Address: 685 N. PARK

Project Code No.: _____

Location: _____

- | | | | |
|--|---|---|--|
| ☐ Footing | ☐ Insulation | ☐ Concrete Pour | ☐ Building |
| ☐ Foundation | ☐ Electric Service | ☐ Fire Alarm | ☐ Mechanical |
| ☐ Foundation Backfill | ☐ Zoning | ☐ Fire Suppression | ☒ Plumbing |
| ☐ Other: | | | ☐ Electrical |

☐ Underground ☒ Rough ☐ Final ☒ Re-Inspection

☒ 1 & 2 Family ☐ Commercial/Industrial ☐ Multi-Family ☐ Mobile Home

Inspection Comments: NOT APPROVED

GRAVITY BUILDING DRAIN NOT COMPLETE
FIRST FLOOR AND HIGHER DRAINS
STILL CONNECTED TO UNDERGROUND.
FLOOR DRAIN VENT (BASEMENT)
REMAINS UN-IDENTIFIED (IF ANY).
PROVIDE HANGERS/SUPPORTS ON
4' CENTERS ON ALL DWV PIPING
FOUR INCHES AND SMALLER

☒ Re-Inspection Required ☐ Approved As Noted ☐ Approve

Received By: _____
(Signature)

Inspector: Raymond C. Post
(Signature)

Printed Name: _____

Printed Name: RAYMOND C. POST

NOTIFIED: BY: ☐ Owner ☐ Contractor ☐ Applicant ☐ Agent
☐ Mail ☐ Fax ☒ Inspection Report Posted

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date: 7-16-03

Inspection Report

Permit # B-21505

Address: 685 Park

Type of Inspection:

- ☐ Footing
☐ Electrical Service
☐ Refund
☐ Site

- ☐ Underground Plumbing
☐ Insulation
☐ Rough Electrical
☐ Other _____

- ☒ Final
☐ Framing
☐ Rough Plumbing

- ☐ Backfill/Drain tile
☐ Mechanical
☐ Remove

Comments: OK

Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- ☐ Silt Fence
☐ Site Debris
☐ Corner Site Lines

- ☐ Tree Fence
☐ Weeds
☐ Vehicle Parking

- ☐ Portable Toilet
☐ Access Drive
☐ Other _____

- ☐ Street Cleaning
☐ Site Signage
☐ Sidewalk Maintained

Comments: grading approved

7-3-03

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): NLM

Contr./Homeowner (Signature): [Signature]

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No): [Signature]

Village of Glen Ellyn
Building & Zoning Division
 (630) 547-5250

Date: 7-11-03 Inspection Report 685 Park Permit # B-21501
 Address: _____

Type of Inspection:

- | | | | |
|---|---|---|--|
| ☐ Footing | ☐ Underground Plumbing | ☐ Final | ☐ Backfill/Drain tile |
| ☐ Electrical Service | ☐ Insulation | ☐ Framing | ☐ Mechanical |
| ☐ Refund | ☐ Rough Electrical | ☐ Rough Plumbing | ☐ Remove |
| ☐ Site | ☐ Other _____ | | |

Comments: _____

Install drain or shut off at
overflow pan 3rd floor furnace

Reinspection Required? ☐ Yes ☐ No

Site Condition: (Corrections required if checked - See comments)

- | | | | |
|--|--|--|---|
| ☐ Silt Fence | ☐ Tree Fence | ☐ Portable Toilet | ☐ Street Cleaning |
| ☐ Site Debris | ☐ Weeds | ☐ Access Drive | ☐ Site Signage |
| ☐ Corner Site Lines | ☐ Vehicle Parking | ☐ Other _____ | ☐ Sidewalk Maintenance |

Comments: _____

grading approved
7-3-03

Reinspection Required? ☐ Yes ☐ No

Inspector (Signature): _____

Contr./Homeowner (Signature): _____

Contr./Homeowner (Address): _____

Contr./Homeowner (Phone No.): _____



Attachment: 16.b Building Permit - New Single-Family Home (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot 24)

Village of Glen Ellyn
BUILDING AND ZONING DIVISION
Building Permit

B 21505

This is to Certify that

has been granted the following Permits, subject to the Ordinances of the Village of Glen Ellyn governing the issuance of same, for:

Patrick Murphy June 11 20 02
New Single Family Home

Premises for which these permits apply is described as follows: Lot

Sub.

Known as

Block

685 Park

Permits may be revoked at any time upon the violation of any of the provisions of said Ordinances.

BUILDING FEES:

Building Permit \$ 2825.00 Water Service
Sign Permit \$ _____ Build. Water
HVAC \$ _____ Water/San. Insp.
Electrical \$ _____ Water Meter
Plumbing \$ _____ San. Service
Plan Review \$ 194. GBWWA*
Site Development \$ 350.00 Driveway
Demolition \$ _____ Stormwater
Demolition Tax \$ _____
Fee in lieu of \$ _____

SUBTOTAL

\$ 3175.00

*Separate Check required

NOTICE—Actual construction must be started within 90 days and all work must continue uninterrupted to completion.

PUBLIC WORKS FEES:

\$ 1250.00 Parkway Dep.
\$ _____ Sidewalk Dep.
\$ 50.00 Grading Dep.
\$ 180.00 Street Dep.
\$ 1000.00 Tree Dep.
\$ 973.00 Water Dep.
\$ 20.00 Demo Sign
\$ _____

SUBTOTAL

\$ 3473.00

FORESTRY FEES:

Tree Planting
Tree Review

SUBTOTAL

\$ 350.00
\$ 150.00
\$ 500.00

REFUNDABLE DEPOSITS:

\$ 600.00
\$ 1125.00
\$ 4868.00
\$ 500.00
\$ _____
\$ 50.00
\$ _____
\$ _____
\$ _____
\$ 7143.00

SUBTOTAL

GRAND TOTAL

\$ 14,291.00

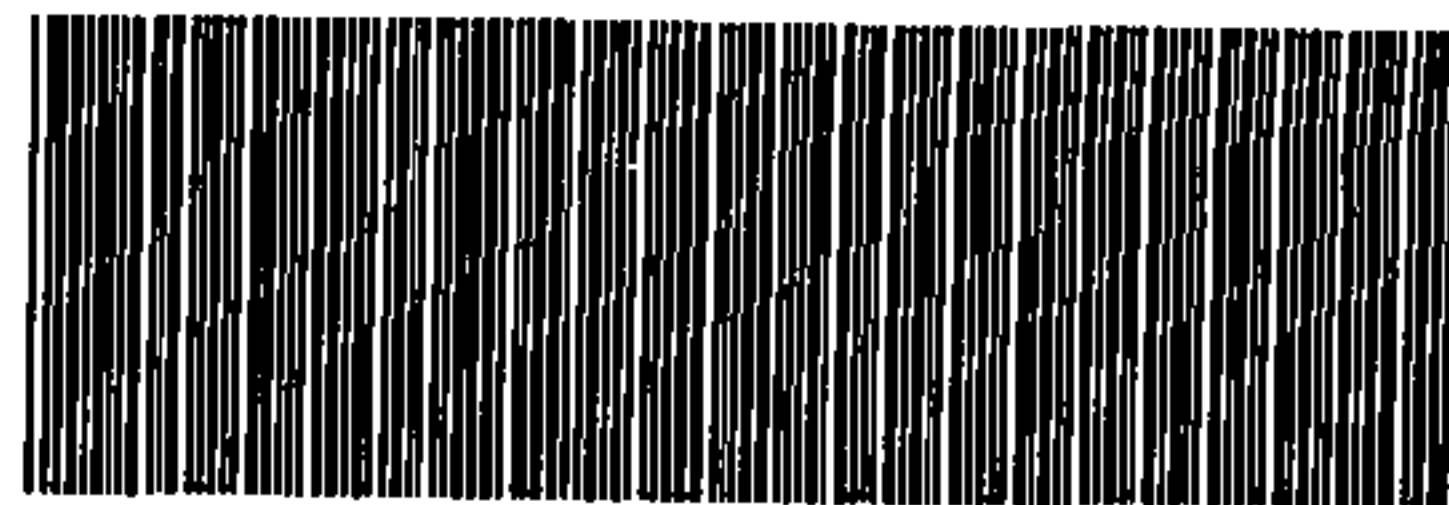
Estimated Cost of Construction \$ 500,000.00

REV. 4-00



CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071

RECORDATION REQUESTED BY:
JPMorgan Chase Bank, NA
Chicago Private Client Services
LPO
10 South Dearborn, 8th Floor
Chicago, IL 60670



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC.29,2008 RHSP 2:48 PM
OTHER 05-11-211-010
012 PAGES R2008-181335

Record & Return to:
CT Lien Solutions *formerly UCC Direct*
MARISSA JANOLO c/o CT
P.O. Box 29071 116967648
Glendale, CA 91203

VLS# 0060300151620
DI# 198236529
UCN# 79168356800

FOR RECORDER'S USE ONLY

This Mortgage prepared by:
AMY E. BERGREN
JPMorgan Chase Bank, NA
10 South Dearborn, 8th Floor
Chicago, IL 60670

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$840,000.00.

THIS MORTGAGE dated December 4, 2008, is made and executed between **CHRISTOPHER FABER AND SHEILA FABER, AS TENANCY IN COMMON**, whose address is **685 NORTH PARK BLVD, GLEN ELLYN, IL 60137** (referred to below as "Grantor") and **JPMorgan Chase Bank, NA**, whose address is **Chicago Private Client Services LPO, 10 South Dearborn, 8th Floor, Chicago, IL 60670** (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **DUPAGE County, State of Illinois:**

LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A SUBDIVISION OF LOTS 22 TO 29, AND 33 TO 68, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

The Real Property or its address is commonly known as **685 NORTH PARK BLVD, GLEN ELLYN, IL 60137**.
The Real Property tax identification number is **05-11-211-010**

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of

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(Continued)**

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this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property (2) use, operate or manage the Property, and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in

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**MORTGAGE
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investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest

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(Continued)**

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paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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(Continued)**

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Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable Insurance policy, (2) the remaining term of the Credit Agreement, or (3) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all

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reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse

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Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (2) Grantor does not meet the repayment terms of the Credit Agreement. (A) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed.

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Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law.

Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Election of Remedies. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Expenses. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights, shall become a part of the loan payable upon demand, and shall bear interest at the rate set forth in the note or credit agreement that evidences Borrower's repayment obligation to Lender from the date of expenditure until paid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate the automatic stay or injunction) and appeals, to the extent permitted by applicable law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender. Notwithstanding the foregoing, the address for notice for the Lender is: Chicago Private Client Services LPO,

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10 South Dearborn, 8th Floor, Chicago, IL 60670.

NOTICE TO GRANTOR. THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. No matter what else may be stated in any other provision of this Agreement or in any other document you may have with us, you do not agree or intend to pay, and we do not agree or intend to charge, any interest or fee for the Credit Line Account which would in any way cause us to contract for, charge or collect more than the maximum we would be permitted to charge or collect by any applicable federal or state law. Any such excess interest or unauthorized fee will be applied first to reduce the unpaid principal balance of the Credit Line Account, and when the principal has been paid in full, be refunded to you.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**MORTGAGE
(Continued)**

Page 10

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means CHRISTOPHER FABER and SHEILA FABER, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 4, 2008, in the original principal amount of \$840,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 4.000% per annum. Payments on the Credit Agreement are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on December 15, 2013. In addition, Grantor will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 15, 2009, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following maximum rate. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

Grantor. The word "Grantor" means CHRISTOPHER FABER and SHEILA FABER.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Revolving Line of Credit paragraph of this Mortgage. However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien paragraph of this Mortgage.

**MORTGAGE
(Continued)**

Page 11

Lender. The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

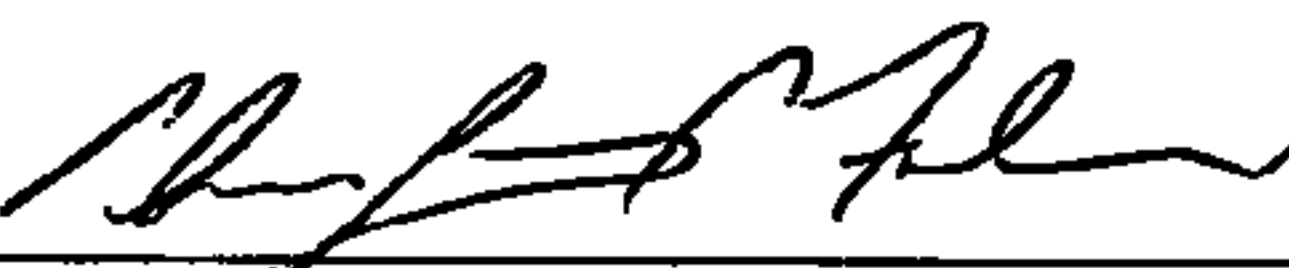
Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

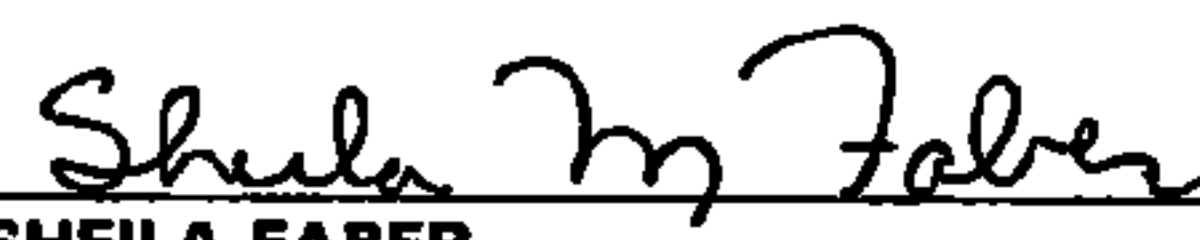
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x 
CHRISTOPHER FABER

x 
SHEILA FABER

MORTGAGE
(Continued)

Page 12

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

COUNTY OF DuPage

)

On this day before me, the undersigned Notary Public, personally appeared **CHRISTOPHER FABER; SHEILA FABER**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

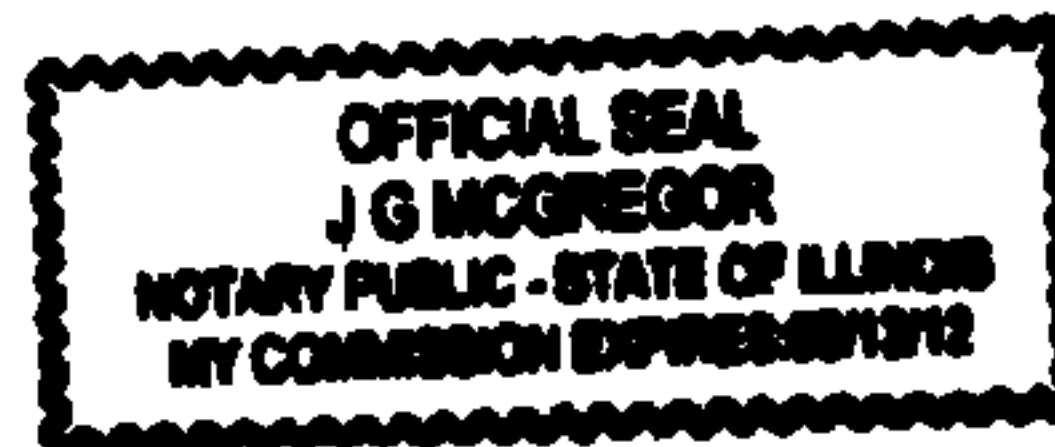
Given under my hand and official seal this 5th day of December, 20 08

By [Signature]

Residing at 278 Newton Ave., Glen Ellyn, IL

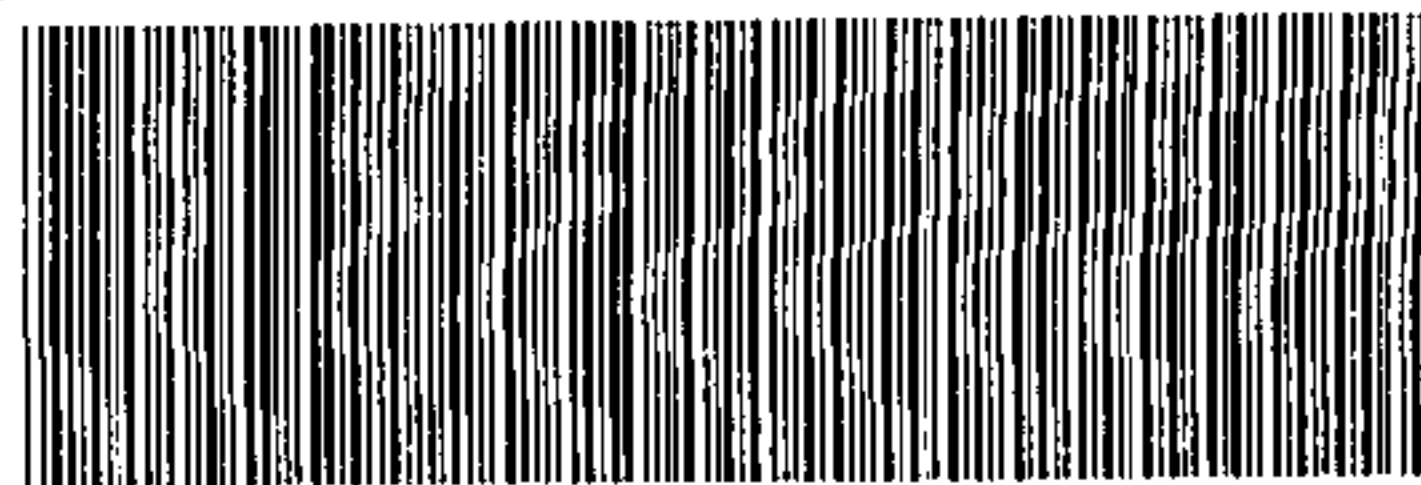
Notary Public in and for the State of Illinois

My commission expires 03/13/12



LASER PRO Lending, Ver. 5.28.00.005 Cop. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved - H. N:\chris\laserpro\CFRPLV003.PC TR-20061820 FR KLOPRIM

Attachment: 16.c Ownership History (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JAN. 08, 2008

RHSP

8:27 AM

DEED

05-11-211-028

003 PAGES

R2008-003265

TRUSTEE'S DEED

THIS INDENTURE,
made this 12th day of
DECEMBER, 2007,
between **DIANE M.
JEDLINSKI** AS
TRUSTEE OF THE
FIRST
AMENDMENT
AND
RESTATEMENT
OF **DIANE M.
JEDLINSKI TRUST**
DATED **MARCH
23, 2000,**
GRANTOR, and

STATE OF ILLINOIS



JAN.-8.08

DUPAGE COUNTY

0000078957

REAL ESTATE
TRANSFER TAX

01500.00

FP326681

FOR RECORDER'S USE ONLY

CHRISTOPHER FABER AND SHEILA FABER, of 677 HIGHLAND AVENUE, GLEN ELLYN, IL 60137, GRANTEES, WITNESSETH, That the Grantors, in consideration of the sum of Ten Dollars, and other good and valuable consideration, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor, as said Trustee Grantor, as said Trustee other power and authority the grantor hercunto enabling, does hereby convey and warrant unto the Grantees, in fee simple in Tenancy in Common the following described real estate, situated in the County of DuPage and State of Illinois, to wit: **LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

Address of real estate: 680 LENOX ROAD, GLEN ELLYN, IL 60137. P.I.N.: 05-11-211-028

Grantor, for itself and its successors, further covenants, promises and agrees with Grantee, its heirs and assigns, that it has not done or suffered to be done anything so that the property is or may be in any manner encumbered or charged except as set forth in this deed; and covenants further that it will warrant and defend the property against all persons lawfully claiming by, through, or under it, subject to all encumbrances and charges against property title and interest of record.

Subject to: General real estate taxes not due and payable at the time of Closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

IN WITNESS WHEREOF, the Grantor, **DIANE M. JEDLINSKI**, as Trustee as aforesaid, hereunto sets her hand and seal the day and year first above written.

Diane M Jedlinski
DIANE M. JEDLINSKI
as Trustee as aforesaid



LEGAL DESCRIPTION

The Southerly 10 feet (as measured on the Easterly and Westerly lot lines) of Lot 19 and all of Lot 20 in Collin's and Gauntlett's Lake Glen Ellyn, being a Resubdivision of Lots 22 to 29, inclusive, and 33 to 68, inclusive, in John A. Brown's Addition to Glen Ellyn, being a Subdivision in Section 11, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat of said Collin's and Gauntlett's Lake Glen Ellyn recorded October 21, 1914 as Document No. 118383, in DuPage County, Illinois.

P.I.N.: 05-11-211-028

Property Address: 680 Lenox Road, Glen Ellyn, IL 60137

STATE OF ILLINOIS }
COUNTY OF DuPAGE } ss

I, the undersigned, notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **DIANE M. JEDLINSKI**, as Trustee as aforesaid, 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 acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of DECEMBER, 2007.

Suzanne P. Jones
Notary Public

Commission expires: 09-05-11

This instrument was prepared by Joseph R. Fortunato, 4112 Cass Avenue, Westmont, IL 60559.
Mail Subsequent tax bills to: Christopher Faber, 680 LENOX ROAD, GLEN ELLYN, IL 60137.
After Recording mail to: Steven K. Norgaard, 493 Duane Street, 4th Floor, Glen Ellyn, IL 60137.



Permit No. 07632 20080170

G.1.t

Village of Glen Ellyn

Application for Building Permit

RECEIVED
JAN 17 2008



ALL APPLICANTS MUST COMPLETE THIS SECTION.

Did this project require a review by the Zoning Board of Appeals, the Architectural Review Commission or the Planning Commission? Yes ☐ No ☐ Ordinance No. _____

PAID
JAN 17 2008

PROJECT INFORMATION

Describe Project: _____

Project Address: 685 N. Park Blvd

(Subdivision Only): Lot # _____ Subdivision Name: _____

Does existing building have fire sprinklers? Yes ☐ No ☐

Project Costs (All costs including labor and excluding furniture, fixtures and finishes such as paint, carpet, etc.)

Alteration Cost \$ _____ Addition Cost \$ _____ Total Estimated Cost \$ 54,400⁰³

PROJECT CONTACT INFORMATION

Please check **ONE** box below to indicate the **primary contact** for this project. The **primary contact** will receive all correspondence during the permit process. Others listed will receive copies of correspondence only when applicable. In case of an emergency, the **primary contact and/or owner** will be notified.

☐ **Property Owner** Chris & Sheila Faber Address 685 W. Park City/State/Zip Glen Ellyn
Phone 630-469-1952 Email _____ Fax _____ Cell 312-513-4913

☐ **Architect** _____ Address _____ City/State/Zip _____
Phone _____ Email _____ Fax _____ Cell _____

☐ **Engineer** _____ Address _____ City/State/Zip _____
Phone _____ Email _____ Fax _____ Cell _____

☒ **General Contractor** Peerless Fence Address 33W401 Roosevelt City/State/Zip West Chicago
Phone 630-584-7700 Email _____ Fax 630-584-7746 Cell 630-674-8594

SUB-CONTRACTOR INFO: (License for Plumber and Bond/License for Electrician are required to be on file with Village.)

Plumbing	Address _____	City _____	Zip _____	Ph. _____
Sewer	Address _____	City _____	Zip _____	Ph. _____
Electrical	Address _____	City _____	Zip _____	Ph. _____
Demolition	Address _____	City _____	Zip _____	Ph. _____

The Applicant hereby certifies to the correctness of the above and agrees to complete the work in strict compliance with all provisions of the Zoning Ordinances and the Building Regulations of the Village Code of Glen Ellyn and all amendments thereto. In the event of a conflict between the approved document, any approved plans or inspections, with the building code, zoning code and ordinances, the owner, his agent or servant is not relieved of the responsibility to conform to all applicable codes and ordinances. If ownership is by a land trust, the trustee and all beneficiaries are required to be listed on a separate form. Forms are available in the Planning and Development Department. If Corporation or Partnership, President and Secretary or all parties must sign. Corporation must affix seal.

FOR OFFICE USE ONLY

APPROVED FOR PERMIT:

[Signature] 1.17.08
Building & Zoning Official Date

[Signature]
General Contractor Signature

1-16-08
Date

[Signature]
Owner Signature (Required)

Date

BUILDING FEES:

Building Permit \$ 30
 Sign Permit \$ _____
 Plumbing Inspection \$ _____
 Building Plan Review \$ _____
 Site Developmt Review \$ _____
 Demolition \$ _____
 Demolition Tax \$ _____
 Demolition Inspection \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
SUBTOTAL: \$ _____

PUBLIC WORKS FEES:

Water Service \$ _____
 Water Meter \$ _____
 Sanitary Service \$ _____
 Water/San. Inspection \$ _____
 Driveway Inspection \$ _____
 Road Cut Inspection \$ _____
 Demo Set up fee \$ _____
 Stormsewer Connection \$ _____
 GBWWA \$ _____
SUBTOTAL: \$ _____
FORESTRY FEES:
 Tree Preservation Review \$ _____
 Irrigation Inspection \$ _____
 Tree Planting \$ _____
SUBTOTAL: \$ _____

REFUNDABLE DEPOSITS:

Parkway \$ _____
 Sidewalk \$ _____
 Grading \$ _____
 Street \$ _____
 Tree \$ _____
 Demo Hydrant Meter \$ _____
 Exterior Appearance \$ _____
 Water Billing Account \$ _____
 _____ \$ _____
SUBTOTAL: \$ _____
GRAND TOTAL \$ 30

Address: <u>685 N. Park Blvd.</u>	RI	Inspection	Date	Initials
☐ Footing:				
☐ Fnd Survey:				
☐ Backfill:				
☐ Det Gar Flr:				
☐ Ungrnd Plm:				
☐ Ungrnd Elec:				
☐ Elec Service:				
☐ Slab:				
☐ Height Cert:				
☐ Rgh Mech:				
☐ Rgh Elec:				
☐ Rgh Plumb:				
☐ Rgh Sprnklr:				
☐ Rgh Elev:				
☐ Framing:				
☐ Insulation:				
☐ Fire Alarm:				
☐ Sewer:				
☐ Water:				
☐ Storm:				
☐ RPZ:				
☐ Final Plumb:				
☐ Final Bldg:				
☐ Final Water:				
☐ Final San:				
☐ Final Storm:				
☐ Final Elev:				
☐ Grading:				
☐ Appearance:				
☐ Occupancy:				
☐ Final:				

REMARKS AND SPECIAL CONDITIONS☐ Final Landscaping Inspection☐ Ordinance Conditions Verified



NOTES

MUNIS

20080170

X:\Maden\BUILDING\FORMS\BUILDING PERMIT FILE STICKER Rev 11-9-07.docx

ADDRESS: 685 N. Park Blvd. NAME: PERMIT # 270932

PROJECT: Fence CLASS: DATE: 1/7/08

PROJECT: CLASS: DATE/NAME NOTIFIED FOR PICKUP:

PROJECT: CLASS: PERMIT #

STORMWATER #:

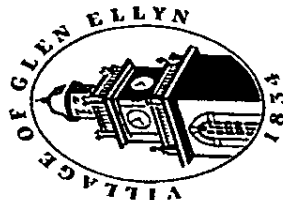
B&F PROJECT #

DATE PAID

REQUIRED	REVIEWER	DOCUMENT/PLAN	REC'D	REJ	REC'D	REJ	REC'D	REJ	APPR'D
X	MM	BUILDING RESIDENTIAL	X						1/7/08
		ZONING							
		UTILITIES							
		TREE PRESERVATION							
		TREE FENCING							
		ENGINEERING - SITE							
		DEMOLITION							
		SPRINKLER							
		ELEVATOR							
		ORD/EXTERIOR APPEARANCE							
		COMMERCIAL/MULTI BUILDING							
		MECHANICAL							
		PLUMBING							
		ELECTRICAL							
		FIRE ALARM							
		KITCHEN HOOD & DUCT							
		WORK IN THE PARKWAY							
		SIGN/BANNER							
		ENGINEERING - FINAL							

DATE APPROVED FOR PERMIT

LOG-INS	PROJECT	MISCELLANEOUS REQUIREMENTS	AGENCY REQUIREMENTS	REQUIRED?	OK?
	GRADING (ENG)				
	TREE PRESERVATION				
	DEMOS				
	FIRE				
	BANNER				



Village of Glen Ellyn BUILDING Permit No. 20080170

Expires: 07/17/2009

Owner (Applicant):
FABER, SHEILA
685 N PARK BV
GLEN ELLYN, IL 60137

General Contractor:
HOMEOWNER
GLEN ELLYN, IL 60137

Primary Contact:
Peerless Fence
630-584-7700

685N PARK BV

FENCE

INSPECTIONS
BUILDING FINAL

The Applicant hereby certifies and agrees to complete the work in strict compliance with all provisions of the Zoning Ordinances and the Building Regulations of the Village Code of Glen Ellyn and all amendments thereto. In the event of a conflict between the approved document, any approved plans or inspections, with the building code, zoning code and ordinances, the owner, his agent or servant is not relieved of the responsibility to conform to all a

Building and Zoning Official

For Building Inspections Please Call:

630-547-5250

For Public Works Inspections Please Call:

630 547 5250

Attachment: 16.d Fence Permit (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

G.1.t

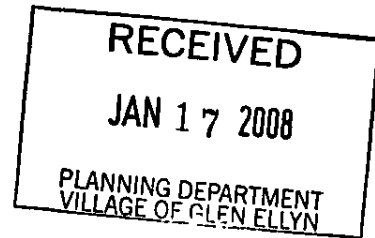
Village of Glen Ellyn

Architect/Engineer/Contractor/Owner Verification of Compliance

Project Address: 685 N. Park Blvd

The undersigned is familiar with the applicable Building and Zoning Codes and ordinances of the Village of Glen Ellyn, Illinois, as they may apply to the architectural plans of the above project submitted for review, including but not limited to the following:

- ICC 2003 International Building Code *
- ICC 2003 International Residential Code*
- ICC 2003 International Fire Code
- ICC 2003 International Mechanical Code*
- ICC 2003 International Fuel Gas Code
- ICC 2003 International Energy Conservation Code
- NEC 2005 National Electric Code *
- Illinois State Plumbing Code, 2004 *
- Illinois Accessibility Code, 1997
- Village of Glen Ellyn Zoning Code (Current Edition)
- DuPage County Countywide Stormwater and Flood Plain Ordinance/February 1998
- All Other Applicable Codes including, but not limited. to, the Sign Code, Demolition Code and Tree Preservation Code.



* The Village of Glen Ellyn has issued amendments for building, residential, mechanical, electrical and plumbing codes.

I/We understand that the Village has passed local ordinances, which are based upon, but may deviate from the international building codes. I/We also understand that the Village is a community where construction takes place in proximity to other structures, and that the Village seeks to minimize the interference of new construction with existing construction and to, over time, bring the structures in the Village into conformity with our existing codes.

I/We understand that approval of plans submitted to the Planning and Development Department for review is a **CONDITIONAL APPROVAL ONLY**, and that construction must be in conformance with all provisions of the aforementioned codes and ordinances. It is further understood that, in the event of conflict between the approved plans and provisions of the codes and ordinances, the codes and ordinances must be followed.

Architect's Signature

Print Name

Date

Engineer's Signature

Print Name

Date

Thomas Muckian
Contractor's Signature

Thomas Muckian
Print Name

1-16-08
Date

Owner's Signature

Print Name

Date

PEERLESS FENCE

A Division of Peerless Enterprises, Inc.
33 W 401 Roosevelt Road * West Chicago, IL 60185
(630) 584-7710 * Fax (630) 584-7746

**PROPOSAL AND
ACCEPTANCE**

Attn: Sheila

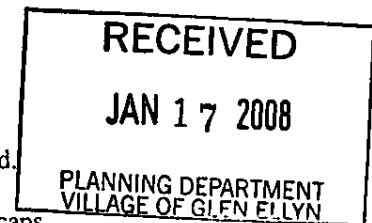
Proposal submitted to: Sheila & Chris Faber		Home Phone: 630)469-1952	Date: 1-11-08
Street Address: 685 N. Park Blvd		Fax:	Cell Phone: 312-543-4913
City, State and Zip Code: Glen Ellyn, IL 60137		Job Name: New Residence	
Architect	Date of Plans	Job Location: 685 N. Park Blvd Glen Ellyn, IL 60137	

We hereby submit specifications and estimates:

Style A: Ornamental Iron Fence

We propose to furnish and install 620 lineal feet of 48" high iron fence to consist of:

- *Product: EI Series
- *Style: A (X- top with balls on pickets)
- *Height: 4- feet high
- *Color: Black
- *Panel Construction:
 - *Three punched horizontal rails
 - *3/4" square pickets alternating with 1/2" diamond set pickets
 - *1/2" pickets to have balls on top. "X-top" design to be fabricated with 3/8" square solid.
 - *4" spacing between pickets
- *Terminal Posts: 2 1/2" Square posts with standard caps; line posts to be 2" square with standard caps.
- *Gates: Four in total
 - *Two gates at 6' wide by 4' high double
 - *One gate at 3' wide by 4' high and one gate at 4' wide by 4' high singles
- *All posts set in concrete footings, 36" deep by 6" in diameter
- *Finish: fence and gates to be powder coated Black

~~Total Price Installed: \$58,000.00~~**Style B: Ornamental Iron Fence**

We propose to furnish and install 620 lineal feet of 48" high iron fence to consist of:

- *Product: EI Series
- *Style: B (with safety finials and poodle guard)
- *Height: 4- feet high
- *Color: Black
- *Panel Construction:
 - *Three punched horizontal rails
 - *1/2" square pickets with safety finials
 - *4" spacing between pickets
 - *Bottom of fence to have 18" high poodle guard
- *Terminal Posts: 2 1/2" Square posts with standard caps; line posts to be 2" square with standard caps.
- *Gates: Four in total
 - *Two gates at 6' wide by 4' high double
 - *One gate at 3' wide by 4' high and one gate at 4' wide by 4' high singles
- *All posts set in concrete footings, 36" deep by 6" in diameter
- *Finish: fence and gates to be powder coated Black

Total Price Installed: \$54,400.00

Removals

- *Peerless Fence to take down and remove 233LF of chain link fence. All posts to be pulled.
- *All post hole spoils to be removed from site by Peerless Fence

Removal Price: \$1,190.00

Fence Permit Fee: Peerless to obtain fence permit

Permit Fee: \$30.00

Grand Total: \$ 54,400.00

Exclusions: Bonds, licenses, fees.

We propose hereby to furnish material and labor – complete in accordance with above specification.

Payment to be made as follows: 50% down and balance due upon completion.

ALL PERMITS MUST BE OBTAINED BY OWNER.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

Tom Muckian
Tom Muckian, Project Manager

Customer here by assumes full responsibility for the location of the line upon which fence materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to Call J.U.L.I.E.

PEERLESS FENCE

Note: This proposal may be withdrawn by us
if not accepted within 30 days.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1 5% ON UNPAID MONTHLY BALANCE

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

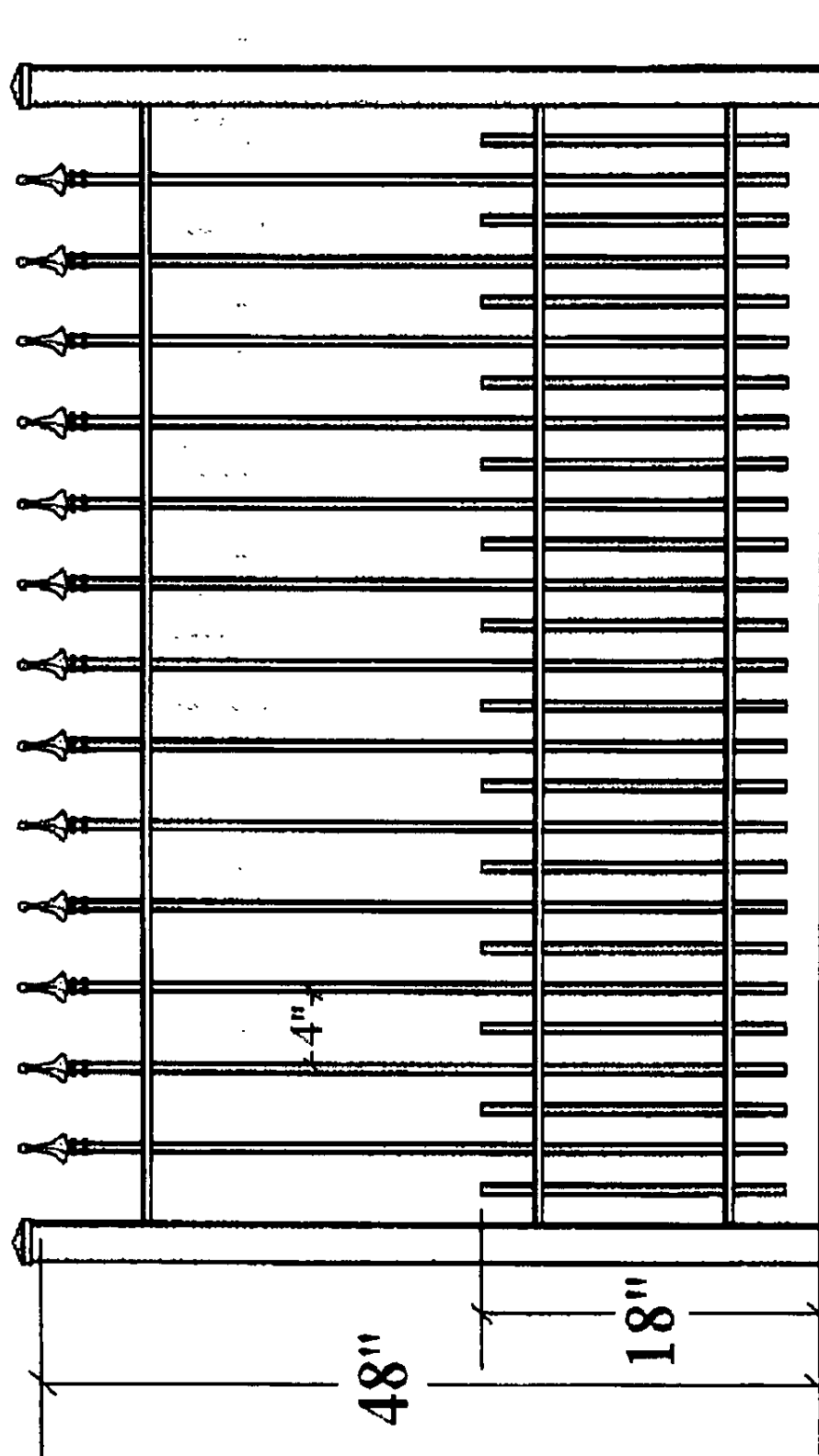
Signature

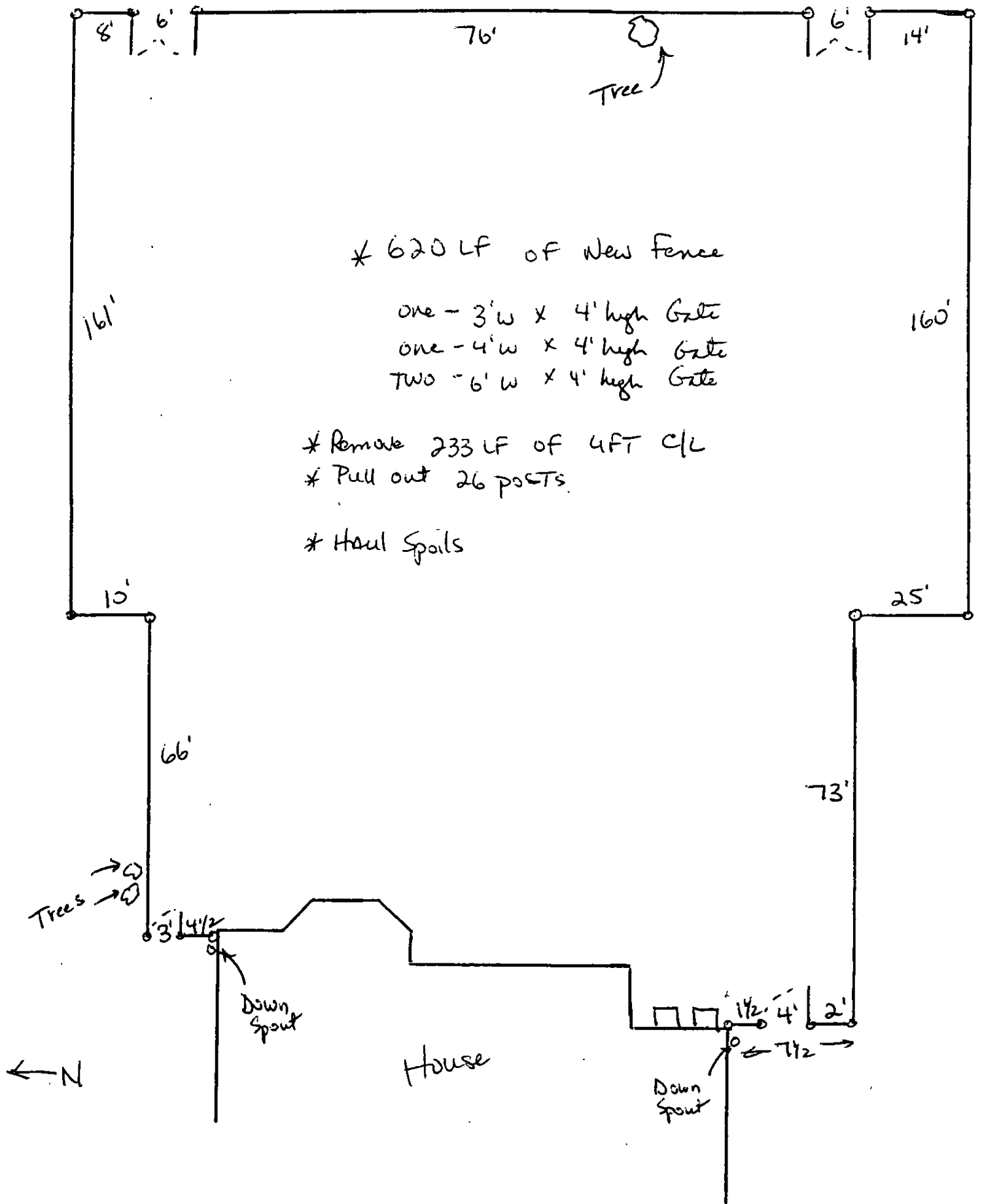
Date of Acceptance

1-16-08

Attachment: 16.d Fence Permit (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

Style "B"





Attachment: 16.d Fence Permit (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)



THIS RETURN AND THESE DOCUMENTS, IF NOT IN CODE COMPLIANCE, SHALL NOT RELIEVE THE OWNER ARCHITECT OR CONTRACTOR OF THEIR RESPONSIBILITY TO MEET ALL APPLICABLE CODE REQUIREMENTS.

10/1/01

(Date)

Village of Goshute Permit No. 271032

By: *William W. [Signature]*

Building and Zoning Officer

Final Inspection Required For All Projects

Call 800-567-3250

Village of Glen Ellyn

Planning & Development Department

Project Address 685 N. Park
Name KEVIN FENCE
Project Type FENCE

BUILDING FEES:

Building Permit \$ 30
Sign Permit \$ _____
Plumbing Inspection \$ _____
Building Plan Review \$ _____
Site Development Review \$ _____
Demolition \$ _____
Demolition Tax \$ _____
Demolition Inspection \$ _____
_____ \$ _____
_____ \$ _____
SUBTOTAL \$ 30

PUBLIC WORKS FEES:

Water Service _____
Water Meter _____
Sanitary Service _____
Water/Sanitary Inspection _____
Driveway Inspection _____
Roadcut Inspection _____
Stormsewer Connection _____
Demo Set-up Fee _____
GBWWA _____

SUBTOTAL _____
FORESTRY FEES:
Tree Preservation Review _____
Irrigation Inspection _____
Tree Planting _____
SUBTOTAL _____

NOTICE - Construction must be started within 90 days and all work must continue uninterrupted to completion.

REV 10/16/06 sk

Building Permit

27632

Jan 17 2008

This is to Certify that the Applicant has been granted the following Permits, subject to the Ordinances of the Village of Glen Ellyn governing the issuance of same, as described below. Permits may be revoked at any time upon the violation of any of the provisions of said Ordinances.

REFUNDABLE DEPOSITS:

Parkway \$ _____
Sidewalk \$ _____
Grading \$ _____
Street \$ _____
Tree \$ _____
Demo Hydrant Meter \$ _____
Exterior Appearance \$ _____
Water Billing Account \$ _____
SUBTOTAL \$ 0

GRAND TOTAL \$ 30

Estimated Cost of Construction \$ 54,400



June 23, 2011

Christopher and Sheila Faber
685 N. Park Boulevard
Glen Ellyn, IL 60137

Village President
Mark Pfefferman

Re: Land Transfer, 685 N. Park Boulevard and 680 Lenox Road

Dear Mr. and Mrs. Faber:

Trustees

Peter E. Cooper
Robert Friedberg
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Diane McGinley

I am writing in regard to the request for approval of a land transfer submitted on June 13, 2011 in accordance with Article III, Section 308 of the Subdivision Regulations Code. This request was made to allow the rear 35 feet of your property located at 680 Lenox Road to be transferred to your adjacent property at 685 North Park Boulevard. A review of the submitted materials found that after the proposed transfer both lots should continue to comply with the minimum lot width and lot area requirements in the R2 Residential zoning district.

Village Clerk

Suzanne R. Connors

In order to finalize the request, a Plat of Resubdivision for the proposed land transfer must be submitted. Please ensure that the Plat depicts all existing easements and contains all required signature blocks, including a signature block for the Planning and Development Director. Once the Plat is received, it will be reviewed by Village staff. Provided that no changes are necessary, the Plat would be signed by the Planning and Development Director Hulseberg. After Director Hulseberg has signed the Plat, it may be recorded with the DuPage County Recorder of Deeds. Please note that a recorded copy of the Plat must be submitted to the Village within 30 days of recordation.

Village Manager
Terry Burghard

If you have any questions, please do not hesitate to contact me at 630-547-5249 or Michele@glenellyn.org.

Sincerely,

Michele Stegall
Village Planner

Cc: Staci Hulseberg, Planning and Development Director
Joe Kvapil, Building and Zoning Official
Paula Moritz, Plan Examiner

X:\Plandev\PLANNING\Land Transfer Certificates\685 Park and 680 Lenox\Letter 062311.doc

Civic Center

535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
Web: www.glenellyn.org

Police Department

535 Duane Street
630 469-1187
Fax 630 469-1861

Public Works Department

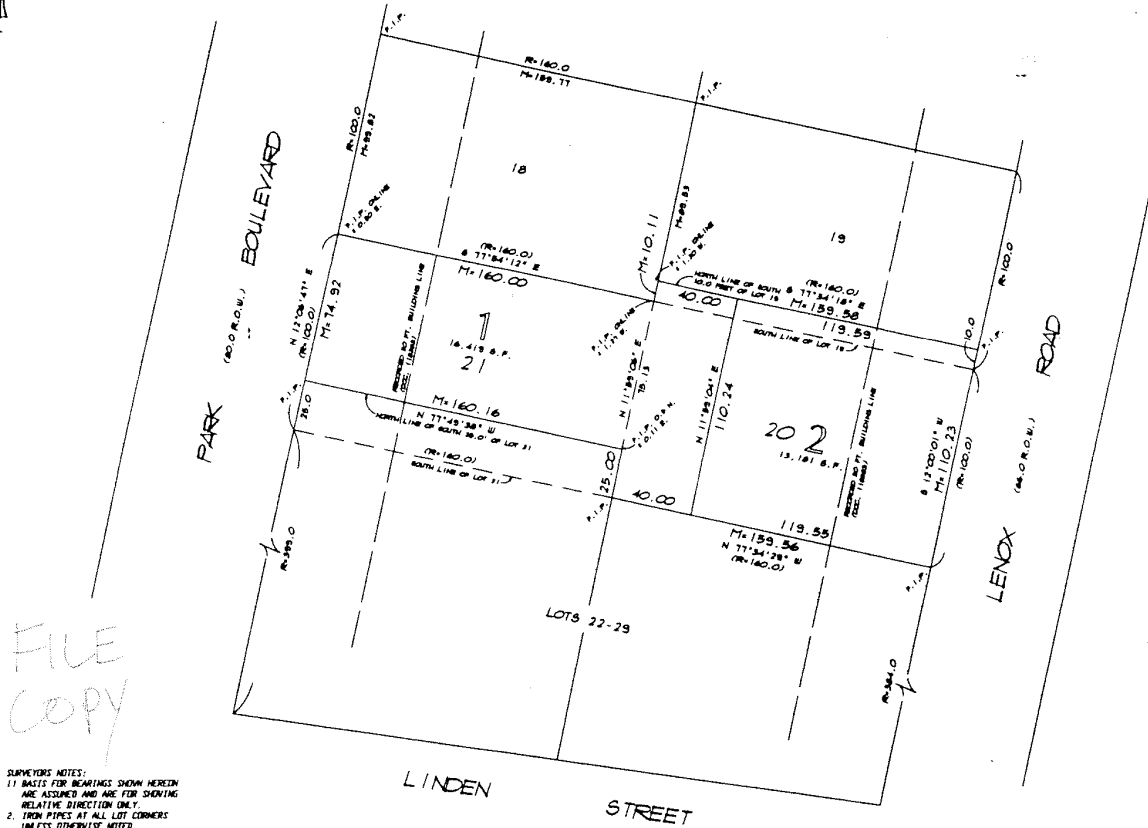
30 South Lambert Road
630 469-6756
Fax 630 469-3128

SCALE: 1" = 30 FEET



FABERS' RESUBDIVISION

IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DU PAGE COUNTY, ILLINOIS.
P.T.M. 05-11-211-010, 028



SURVEYOR'S NOTES:

- 1) BASIS FOR BEARINGS SHOWN HEREIN ARE ASSUMED AND ARE FOR SHOWING RELATIVE DIRECTION ONLY.
- 2) IRON PIPES AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

FILE COPY

685 N. Park

REVIEWED FOR CODE COMPLIANCE

- ☐ AS NOTED
☐ FOUNDATION ONLY
☒ Plot of Resubdivision

THIS REVIEW AND THESE NOTES ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO THE PROJECT.

7/21/11

Village of Glen Ellyn Permit No. 20110599

By: Paula J. Montz
 Building and Zoning Officer

Final Inspection Required for all Projects
 Call 830-547-5359

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT ME, STEINBRECHER LAND SURVEYORS, INC., PROFESSIONAL LAND SURVEYING DESIGN FIRM NO. 184-003126, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
 LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29, INCLUSIVE AND 39 TO 46, INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118363, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:
 THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29, INCLUSIVE AND 39 TO 46, INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118363, IN DU PAGE COUNTY, ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT WHICH TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. SCALE OF MAP IS 30 FEET TO ONE INCH.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, IN ACCORDANCE WITH S.B. 908-P.A.

I FURTHER CERTIFY THAT PART OF THE PROPERTY COVERED BY THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP AND PANEL NUMBER 1704030503, DATED DECEMBER 16, 2004, WEST CHICAGO, ILLINOIS, JULY 6, 2011.



RICHARD J. STEINBRECHER
 PROFESSIONAL ILLINOIS LAND SURVEYOR 3583
 MY LICENSE EXPIRES NOVEMBER 30, 2012

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY AFORESAID ON THE _____ DAY OF _____, 2011, AT _____ O'CLOCK _____ M.

COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID FIND NO RECORDABLE TAX SALES, UNPAID CURRENT TAXES OR NO DELINQUENT GENERAL TAXES AGAINST ANY OF THE PROPERTY DESCRIBED HEREIN.

DATED AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

PLANNING AND DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

I, _____, DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO SECTION 30B OF THE GLEN ELLYN SUBDIVISION REGULATIONS CODE.

DATED AT GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____, 2011.

DIRECTOR OF PLANNING AND DEVELOPMENT

OWNERS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER ARE THE HOLDERS OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED HEREIN AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREIN FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREIN SHOWN.

WE FURTHER CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS PROPERTY IS WITHIN THE LIMITS GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT #7 AND GLEN ELLYN ELEMENTARY SCHOOL DISTRICT #1.

GLEN ELLYN, ILLINOIS, _____, 2011.

CHRISTOPHER FABER

SHEILA FABER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GLEN ELLYN, ILLINOIS, _____, 2011.

My commission expires _____

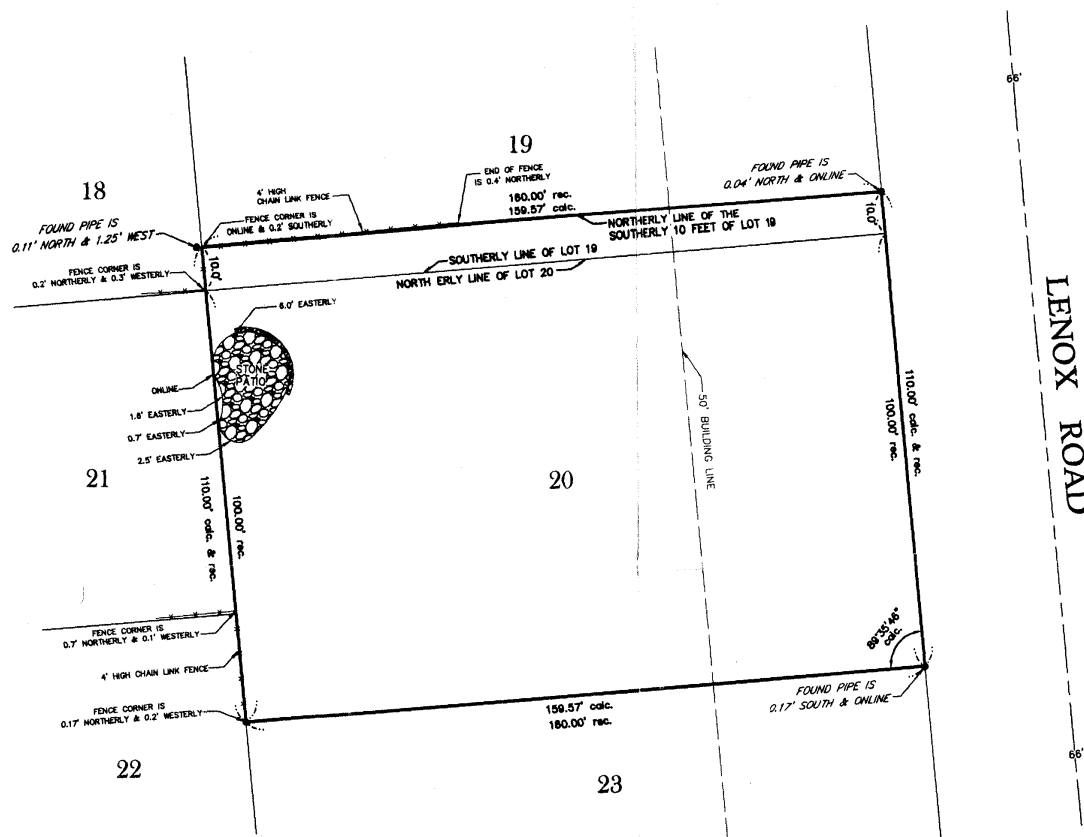
NOTARY PUBLIC

PLAT OF SURVEY

LEGAL DESCRIPTION

THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29 INCLUSIVE, AND 33 TO 68 INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118383, IN DUPAGE COUNTY, ILLINOIS.

LOCAL MAILING ADDRESS:
880 LENOX ROAD
GLEN ELLYN, ILLINOIS



LEGEND

- meas. MEASURED
- rec. RECORDED
- calc. CALCULATED
- FOUND SURVEY MONUMENT
- SET 5/8" REBAR UNLESS OTHERWISE NOTED

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

ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

STATE OF ILLINOIS }
COUNTY OF WILL } SS

RUETTIGER, TONELLI & ASSOCIATES, INC., LAND SURVEYORS, DESIGN FIRM No. 184-001251, HEREBY CERTIFIES THAT IT HAS SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND IS SHOWING THE SAME IN THE PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

SURVEY FIELD WORK COMPLETED 11-28-07

GIVEN UNDER MY HAND AND SEAL THIS 24th DAY OF November 2007

BY

ILLINOIS PROFESSIONAL LAND SURVEYOR (BY LICENSE EXPIRES 11-30-2008)
TO EXERCISE AUTHORITY OF THIS DRAWING, IT MUST BEAR THE DRAWING SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.

ALL FOUND MONUMENTS ARE PIPES (BY OTHERS) UNLESS OTHERWISE NOTED

REVISIONS			
No.	DATE	DESCRIPTION	BY

Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • E.I.A. Consultants
2174 ONIDA STREET, SUITE 17, NAPERVILLE, ILLINOIS 60563
TEL (630) 744-5500 FAX (630) 744-0161 PLS (630) 420-7740 FAX (630) 420-7741

DATE: 11-30-07 SCALE: 1" = 20' DRAWN BY: RD CHECKED BY: DJZ
PREPARED FOR: FORTUNATO, KNOBBE, DAVENPORT & ARNOLD, LTD.
4112 CATES AVENUE, WESTMONT, ILLINOIS 60558
FIELD BOOK: N-271 PAGE: 188 & 57
DRAWING NO.: 207-N-0727-L8
DRAWING TITLE: PLAT OF SURVEY

FABERS' RESUBDIVISION

IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DU PAGE COUNTY, ILLINOIS.
P. I. N. 05-11-211-010, 028



SURVEYOR'S NOTES:
1. BASIS FOR BEARINGS SHOWN HEREIN
ARE ASSUMED AND ARE FOR SHOWING
RELATIVE DIRECTION ONLY.
2. IRON PIPES AT ALL LOT CORNERS
UNLESS OTHERWISE NOTED.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT WE, STEINBRECHER LAND SURVEYORS, INC., PROFESSIONAL LAND SURVEYING DESIGN FIRM NO. 184-003128, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLING AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29, INCLUSIVE, AND 30 TO 60, INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLING AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118383, IN DU PAGE COUNTY, ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT WHICH TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. SCALE OF MAP IS 30 FEET TO ONE INCH.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS WITHIN THE COGNATE LIMITS OF THE VILLAGE OF GLEN ELLYN, ILLINOIS MUNICIPAL CODE, IN ACCORDANCE WITH S.B. 908-P.A.

I FURTHER CERTIFY THAT PART OF THE PROPERTY COVERED BY THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP AND PANEL NUMBER 17043C0503, DATED DECEMBER 16, 2004 WEST CHICAGO, ILLINOIS, JULY 14, 2011.



Richard J. Steinbrecher
RICHARD J. STEINBRECHER
PROFESSIONAL ILLINOIS LAND SURVEYOR 3583
MY LICENSE EXPIRES NOVEMBER 30, 2012

Steinbrecher Land Surveyors, Inc.
Professional Land Surveyors
Design Firm Corporation No. 184-003128
141 S. Madison St., West Chicago, IL 60185-2844
Phone: 708-355-8900 Fax: 708-355-8902

PREPARED FOR:
CHRISTOPHER & SHEILA FABER
685 N. PARK BOULEVARD
GLEN ELLYN, IL 60137

SUBMITTED BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, IL 60137

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF
DU PAGE COUNTY ADDRESSING ON THE _____ DAY OF _____, 2011, AT _____ O'CLOCK _____.

COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, FIND NO REDEEMABLE TAX SALES, UNPAID CURRENT TAXES OR NO DELINQUENT GENERAL TAXES AGAINST ANY OF THE PROPERTY DESCRIBED HEREIN.

DATED AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

PLANNING AND DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

I, *Stack Hrusa*, DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO SECTION 308 OF THE GLEN ELLYN SUBDIVISION REGULATIONS CODE.

DATED AT GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____, 2011.



Stack Hrusa
DIRECTOR OF PLANNING AND DEVELOPMENT

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER ARE THE HOLDERS OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN THE STYLE AND TITLE HEREIN SHOWN.

WE FURTHER CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS PROPERTY IS WITHIN THE LIMITS OF GLENBARD TOWNSHIP HIGH SCHOOL, DISTRICT 87 AND GLEN ELLYN ELEMENTARY SCHOOL, DISTRICT 41.

GLEN ELLYN, ILLINOIS, *July 20*, 2011

Christopher Faber
CHRISTOPHER FABER

Sheila Faber
SHEILA FABER

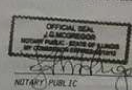
NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

I, *J.C. McCreary*, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GLEN ELLYN, ILLINOIS, *July 20*, 2011

My Commission Expires *3/12/2012*





Planning & Development Department
 Village of Glen Ellyn
 535 Duane Street
 Glen Ellyn, IL 60137
 Phone: 630-547-5250; Fax: 630-547-5370
 www.glenellyn.org

APPLICATION FOR BUILDING PERMIT

PERMIT NUMBER:

20110599

Project Address:	685 N. PARK BLVD		
Project Description:	SUNROOM ADDITION		
Did this project require a review by a Commission or the Village Board? If yes, provide Ordinance #	Yes ☐	No ☒	
Will this project be occupied by a new owner or tenant? If yes, please name:	Yes ☐	No ☒	
Will this project be used for a new purpose or business? If yes, please describe:	Yes ☐	No ☒	MAY - 6 2011
Is this project within a building with a fire sprinkler system?	Yes ☒	No ☒	PLANNING & DEVELOPMENT DEPARTMENT VILLAGE OF GLEN ELLYN
Is this project in a dwelling unit constructed prior to 1978? If yes, contractor must provide a copy of a EPA Lead-Safe Certification, if work disturbs painted surfaces.	Yes ☐	No ☒	

Project Cost The cost of all demolition, site improvement, utility services, alterations, remodeling, repairs and new construction work excluding the cost of all finishes, furnishings and trade fixtures.		Project Cost: \$ 35,000
Interior Remodeling Costs (if applicable) The cost of all work completed within the interior of an existing structure which has been included in the project cost above.		Interior Remodeling Cost: \$
Property Owner (Required): SHEILA PABER	Street: 685 N. PARK City/St/Zip: GLEN ELLYN	Phone: 3125434913 Fax: Email: sheilapaber@yahoo.com
Applicant (if not owner): KEVIN STRATTON	Street: PO BOX 45 City/St/Zip: GLEN ELLYN 60138	Phone: 630.240.7126 Fax: 630.240.7126 Email: strattonarchitects@comcast.net
Contractor: THOMAS GORTON HOMES	Street: 587 PHILLIPS AVE City/St/Zip: GLEN ELLYN	Phone: 630.240.7126 Fax: tom@thomasmgortonhomes.com Email:
Registration No: 100111	Street: PO BOX 45 City/St/Zip: GLEN ELLYN 60138	Phone: 630.240.7126 Fax: 630.240.7126 Email: strattonarchitects@comcast.net
Other (Architect, Engineer, etc.): STRATTON ARCHITECTS		

Plan Review Notification - All plan reviews will be mailed to the Permit Applicant unless otherwise noted here: comcast.net
 Send to:

Contractor Registration

All contractors required to be registered with the Village of Glen Ellyn under Village Code Section 4-1-11 must be identified on the Registered Contractor Listing Sheet submitted with this permit application. Contractors working at this project address in violation of this code section may be served with a Citation, or a Stop Work Order may be issued, or the Building Permit may be suspended or revoked.

Certification

The property owner and the permit applicant (as owner's agent) certify that the permit application information is true and correct, and agree that the work will be completed in compliance with the Village Code, and that errors or omissions discovered in the permit documents shall not be construed to approve any work in violation of the code, and that the issuance of a building permit or approval of construction inspection shall not relieve the property owner or the owner's agent(s) of their responsibility to design/engineer and construct the work in compliance with the Village Code, and that the inspections of each stage of the work as listed on the building permit will be requested and approved prior to proceeding with the next stage of the work.

Property Owner Signature (REQUIRED)

Date

Permit Applicant (Owner's Agent) Signature

Date

FOR OFFICE USE ONLY
 APPROVED FOR BUILDING PERMIT

Building & Zoning Official

Date

PLANNING & DEVELOPMENT FEES:

Building Project Fee \$ 145.35
 Sign Project Fee \$ _____
 Demolition Project Fee \$ _____
 Plan Review Fee \$ 30
 Site Develop. Review Fee \$ _____
 Demolition Tax \$ _____
 Demolition Inspection \$ _____
 Plumbing Inspection \$ _____
 _____ \$ _____
SUBTOTAL \$ 175.35

PUBLIC WORKS FEES:

Water Service Fee \$ _____
 Water Meter Fee \$ _____
 Sanitary Service Fee \$ _____
 Stormwater Connection Fee \$ _____
 GBWWA Fee \$ _____
 Demolition Set-up Fee \$ _____
 Water/San. Inspection \$ _____
 Driveway Inspection \$ _____
 Road Cut Inspection \$ _____
SUBTOTAL \$ 0

REFUNDABLE DEPOSITS:

Parkway \$ _____
 Sidewalk \$ _____
 Grading \$ _____
 Street \$ _____
 Tree \$ _____
 Demo Hydrant Meter \$ _____
 Exterior Appearance \$ _____
 Water Billing Account \$ _____
 _____ \$ _____
SUBTOTAL: \$ 0

FORESTRY FEES:

Tree Pres. Review Fee \$ _____
 Irrigation Inspection \$ _____
SUBTOTAL \$ 0

TOTAL BUILDING PERMIT FEE:\$ 175.35

ADDRESS	PERMIT #	Inspections	Date	Initials
685 N. Park	20110599		8-27-11	JVL
☐ Inspections				
☐ Footing/Slab/Reinf.				
☐ Foundation Survey				
☐ Backfill				
☐ Fnd Wall/Reinforcing				
☐ Garage Foundation				
☐ Plumbing Underground				
☐ Electric Service				
☐ Height Certification				
☐ Frame Rough			9/29/11	BH
☐ Roof Rough			9/29/11	BH
☐ Electric Rough			9/29/11	BH
☐ Plumbing Rough				
☐ Mechanical Rough				
☐ Sprinkler Rough				
☐ Insulation			10/25/11	BH
☐ Fire Alarm/Sprinkler				
☐ Plumbing Final (Commercial)				
☐ Elevator Final				
☐ Building Final			8/22/12	BH

see inspection

OTHER INSPECTIONS	REQ.	DATE	INITIALS	REFUNDS	DATE	INITIALS
Landscape Final	✓			ROD TO PW		
Grading Final				ROD TO AP		
Ord/Appearance Final						
Public Works						
Health Final						
INSPECTOR NOTES AND COMMENTS:						

ADDRESS: <u>685 N. PARK</u>		PERMIT # <u>20110599</u>		DATE REC'D: <u>5-6-11</u>	
PROJECT: <u>SUNROOM ADDITION</u>		CLASS: _____		DATE PAID: <u>7-22-11</u>	
STORMWATER #: _____		B&F PROJECT # _____		ORDINANCE# _____	
ADDITIONAL RELATED PERMITS: # _____		PROJECT: _____		PROJECT: _____	

REQ'D	REVIEWER	DOCUMENT/PLAN	REC'D	REJ	REC'D	REJ	REC'D	REJ	PLAN APPR'D	FINAL INSP. APPROVED
	B&Z	ZONING	5-6	5/23/11					7/21/11	
	B&Z	BUILDING - RESIDENTIAL	5-6						5/23/11	
	ERA/MCG	STORMWATER/GRADING/RESTORATION								
	PW	TREE PRESERVATION								
	PW	TREE & PERIMETER FENCE INSP								
	PW	WORK IN PARKWAY								
	B&Z	DEMOLITION SITE PLAN								
	PW	DEMO - UTILITY DISCONNECT								
	PW	WATER/SEWER/UTILITIES								
	P&D	PLANNING - ORD/SITE/APPEARANCE								
	B&F	BUILDING - COMM/MULTI-UNIT RES.								
	B&F	MECHANICAL - COMMERCIAL								
	B&F	ELECTRICAL - COMMERCIAL								
	B&F	PLUMBING - COMMERCIAL								
	B&F	FIRE ALARM								
	B&F	KITCHEN HOOD & DUCT								
	B&F	FIRE SPRINKLER								
	NES	ELEVATOR								
	P&D	LANDSCAPING								
	B&Z	OTC-FENCE/EQUIPMENT/ROOF/SIDING								
REFUND OF DEPOSIT			TO PW:		TO B&Z:		TO A/P:		CLOSED	

LOG-INS	<u>X</u> DONE	CONT. REGIST.	Req. OK	Req. OK	AGENCY REQUIREMENTS:	REQ'D	OK?
PROJECT	<u>X</u>	IND. CONT.	☐	☐	HEALTH DEPT		
STWTR/GRADING		GEN. CONT.	☒	☒	IEPA		
DEMO		ELECTRICIAN	☒	☒	STATE OF IL		
	ISSUED	PLUMBER	☐	☐	DUPAGE		
TEMP. OCCUPANCY		DEMO	☐	☐			
CERT. OCCUPANCY		IMPACT FEES	PAID	\$			

NOTES

5/23/11 ADVISED REBE STRATTON THAT A PLAT OF SURVEY/PLAT OF CONSOLIDATION IS REQUIRED - THIS PROJECT EXCEEDS 20% LOT COVERAGE FOR 685 N. PARK PROPERTY WITHOUT ADDITIONAL LOT AREA FROM 680 LENOX LOT. SHE SAID THE OWNER HAS DONE ALL THE PAPERWORK. LATER LEFT MESSAGE THAT THE COUNTY WEBSITE DID NOT SHOW A PLAT ON FILE. PM.

685 N. PARK PIN: 0511211010
680 LENOX PIN: 0511211028

5/24/11 SPOKE TO REBE STRATTON - THE HOMEOWNER HAS NOT CONSOLIDATED THE PROPERTIES YET BUT THEY ARE PURSUING IT NOW. PM.

7/21/11 RESUBDIVISION IS OK PER MICHELE STEGALL BUT STACI MUST SIGN AND PLAT MUST BE RECORDED WITH COUNTY AND RETURNED TO US. OK TO ISSUE PERMIT. PM.

X:\plandev\BUILDING\FORMS\Counter Forms\BUILDING PERMIT
FILE STICKER Rev 6-23-10kp.docx



Village of Glen Ellyn
BUILDING
PERMIT
 Permit No. 20110599

Expires: 01/15/2013

Property Owner:

FABER, SHEILA
 685 N PARK BV
 GLEN ELLYN, IL 60137

685N PARK BV
RESIDENTIAL
ADDITION

This Building Permit is issued upon condition that the work will be completed in compliance with the Village Code, that errors or omissions discovered in the permit documents do not approve any work in violation of the village code, that the issuance of this Building Permit or approval of a construction inspection shall not relieve the property owner or the owner's agent(s) of their responsibility to design, engineer and construct the work in compliance with the village code, and that inspections of each stage of the work as listed on this Building Permit will be requested and approved prior to proceeding with the next stage of the work.

Building and Zoning Official

Issue Date: 07/22/2011

INSPECTIONS

FOUNDATION WALL
 FRAMING ROUGH
 ROOF ROUGH NEEDS 4 HOUR NOTICE
 ELECTRICAL ROUGH
 INSULATION
 BUILDING FINAL

For Building Inspections Please Call:

630-547-5250

07/22/2011 14:15
hmliller

VILLAGE OF GLEN ELLYN
APPLICATION PROFILE

PG 1
piappent

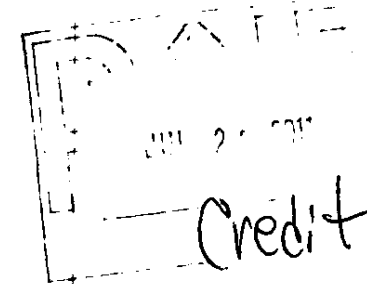
GENERAL APPLICATION

Application ref 20110599
Department Planning & Development
Location 685N PARK BV
Parcel 0511211010
Cross streets
Add'l loc desc
Municipality
Subdivision
Existing use
memo
Current Zoning R2-RESIDENTIAL DISTRICT
Flood zone
Applicant ARCHITECT
Proj/Activity RESIDENTIAL ADDITION
Class of work NEW COMMERCIAL STRUCTURE
Description THOMAS GORTON HOMES
SUNROOM ADDITION
Proposed use
memo
Proposed zoning R2-RESIDENTIAL DISTRICT
Flood zone
Non-conforming N
Applic received 05/06/11
Estimated cost 35,000
Estim start/end 07/22/11 01/15/13
Actual start/end
Impervious Surf
Assigned to
Status ACTIVE
Status code desc NEW
Next action
memo
Ordinance ref
Reason for app
Parent app

Fee Effective Dt 05/06/2011

Lot

Multiple submissions N
Government owned N



ROLES/NAMES

Role	Name/Address
OWNER	FABER, SHEILA
CID : 13302	685 N PARK BV
Phone: 630-469-1952	GLEN ELLYN, IL 60137
GENERAL CONTRACTOR	THOMAS GORTON, INC
CID : 100111	587 PHILLIPS AVE
Phone: 630-240-7126	GLEN ELLYN, IL 60137

Tradesman Name	Lic Type	License number	Class	NAICS	Expires
THOMAS EVANS		RI191681005422	EPA-LEAD		09/23/15

07/22/2011 14:15
hmiller

VILLAGE OF GLEN ELLYN
APPLICATION PROFILE

PG 2
piappent

Application ref: 20110599 (continued)

PERMITS

Type	Permit Number	Status	Issued	Fee	Unpaid Amt
REV IH RES	4626	ISSUED	07/22/11	30.00	30.00
RES ADD	4627	ISSUED	07/22/11	145.35	145.35
		TOTAL:		175.35	175.35

PERMITS ITEMS

Type	Item/Fxt	Loc/Floor	Exist	Qty	New Qty	Rate	Fee Amount
REV IH RES	RES 1-STYB			.0	.0	.10	.00
REV IH RES	RES 1-STYB			.0	.0	.20	.00
REV IH RES	RES 2-STY			.0	.0	.25	.00
REV IH RES	RES 2-STYB			.0	.0	.25	.00
REV IH RES	RES 3-STY			.0	.0	.25	.00
REV IH RES	RES 3-STYB			.0	.0	.25	.00
REV IH RES	RES 4-STY			.0	.0	.25	.00
REV IH RES	RES 4-STYB			.0	.0	.25	.00
				TOTAL:			.00
RES ADD	RES 1-STYB			.0	.0	.50	.00
RES ADD	RES 1-STYB			.0	.0	.70	.00
RES ADD	RES 2-STY			.0	.0	.90	.00
RES ADD	RES 2-STYB			.0	.0	1.10	.00
RES ADD	RES 3-STY			.0	.0	1.20	.00
RES ADD	RES 3-STYB			.0	.0	1.40	.00
RES ADD	RES 4-STY			.0	.0	1.40	.00
RES ADD	RES 4-STYB			.0	.0	1.60	.00
				TOTAL:			.00

INSPECTIONS

Type	Requested	Scheduled	Insptr	Permformd	Results	Bal Due
FOUND						.00
FRMG RGH						.00
ROOF ROUGH						.00
ELEC RGH						.00
INSULATION						.00
BLDG FNL						.00
				TOTAL:		.00

** END OF REPORT - Generated by Holly Miller **



VILLAGE OF GLEN ELLYN APPLICATION FOR BUILDING PERMIT

PERMIT NO. _____

REGISTERED CONTRACTOR LISTING SHEET

RECEIVED

MAY 11 2011

PROJECT ADDRESS 685 N. PARK BLVD.

All contractors required to be registered with the Village of Glen Ellyn under Village Code Section 16-10 shall be identified on this Registered Contractor Listing Sheet submitted with the permit application. Contractors working at this project address in violation of this code section may be served with a citation, or a Stop Work Order may be issued, or the Building Permit may be suspended or revoked.

TRADE/WORK	NAME	ADDRESS	PHONE
LIST LICENSED CONTRACTORS - REGISTRATION REQUIRED - NO EXCEPTIONS			
ELECTRICAL	Syracuse Electric	Kenilworth Ave, Glen Ellyn	630/803-2469
PLUMBING			
IRRIGATION			
ROOFING	A+E Roofing	Aurora, IL	630/688-5669
FIRE SPRINKLER			
FIRE ALARM			
ELEVATOR/LIFT			
DEMOLITION			
LIST GENERAL CONTRACTOR AND INDEPENDENT CONTRACTORS - REGISTRATION REQUIRED FOR ALL CONTRACTORS PERFORMING WORK THAT REQUIRES A BUILDING PERMIT			
Thomas Carter Home	587 Phillips Ave, Glen Ellyn		630/246-7126
A CONTRACTOR HIRED BY THE GENERAL CONTRACTOR PERFORMING WORK THAT DOES NOT REQUIRE A LICENSE IS EXEMPT FROM REGISTRATION.			

NOTES

Property Owner or Permit Applicant (Owner's Agent) Signature

Date

X:\Pander\BUILDING FORMS\Counter Forms\CURRENT PERMIT PACKET FORMS\Registered Contractor Listing Sheet 050310.doc

Attachment: 16.f Sunroom Building Permit (4464 : 685 N. Park Boulevard - Construction Necessitated Zoning Variation - Lot Coverage)

Village of Glen Ellyn

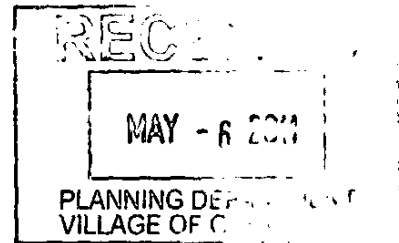
Architect/Engineer/Contractor/Owner Verification of Compliance

Project Address: 685 N. PARK AVE

The undersigned is familiar with the applicable Building and Zoning Codes and ordinances of the Village of Glen Ellyn, Illinois, as they may apply to the design and construction of the above project, including but not limited to the following:

- ICC 2003 International Building Code*
- ICC 2003 International Residential Code*
- ICC 2009 International Fire Code
- ICC 2003 International Mechanical Code*
- ICC 2003 International Fuel Gas Code
- ICC 2009 International Property Maintenance Code*
- NEC 2008 National Electric Code*
- Illinois State Plumbing Code, 2004*
- Illinois Accessibility Code, 1997
- Illinois/NFPA 101 Life Safety Code, 2009*
- Illinois/ICC International Energy Conservation Code, 2009
- Illinois/ASHRAE Energy Standard 90.1, 2004
- Village of Glen Ellyn Zoning Code, 1989*
- Dupage County Countywide Stormwater Floodplain Ordinance, 2008*

*The Village of Glen Ellyn has issued amendments to these codes and ordinances.



I/We understand that the Village has passed local ordinances, which are based upon, but may deviate from the applicable codes. I/We also understand that the Village is a community where construction takes place in proximity to other structures, and that the Village seeks to minimize the interference of new construction with existing structures and to, over time, bring existing structures in the Village into conformity with our current codes.

I/We understand that approval of plans submitted to the Planning and Development Department for review is a **CONDITIONAL APPROVAL ONLY**, and that construction must be in conformance with all provisions of the aforementioned codes and ordinances. It is further understood that, in the event of conflict between the approved plans or the constructed work and provisions of the codes and ordinances, the codes and ordinances must be followed.

[Signature]
Architect's Signature

REBE J STRATTON
Print Name

5.7.11
Date

[Signature]
Engineer's Signature

THOMAS G. EVANS
Print Name

5/7/11
Date

Owner's Signature

Print Name

Date

Village of Glen Ellyn

1&2 - Family Dwelling Building & Zoning Worksheet

1. Property Address: 685 N. PARK AVE Zoning District: R2

Describe the Project: SUNROOM ADDITION

2. Lot Coverage Ratio (LCR): District Maximum R0, R1, R2, R3 = 20% for 2-story or 35% for 1-story structures. All roofed over areas of the principal and accessory structures on the zoning lot must be included unless the area of a detached garage or open front porch is excluded by exception in Zoning Code Chapter 4 District Regulations. Lot coverage area calculations:

Existing 2181.6 sq ft + New 290.7 sq ft - Garage 0 sq ft - Porch 0 sq ft = Total 2472.3 sq ft

Total lot coverage area 2472.3 sq ft ÷ lot area 12,000 sq ft x 100 = 20.6 % LCR

3. Front Yard Setback: District Minimums: R0 = 50 ft, R1 = 40 ft, R2 = 30 ft

Min. required front yard setback: no closer than the closest enclosed portion of the principal structure on either adjacent lot

1. Address (Left Side) 689 N. PARK Existing Setback: 78 ft

2. Address (Right Side) 681 N. PARK Existing Setback: 70 ft

Required Front Yard Setback (lesser of number 1 or 2 above - 50 ft maximum) 50 ft

Front Yard Setback (existing structure): 46.7 ft Proposed Front Yard Setback: 46.7 ft

Permitted Open Front Porch Setback (Required Front Yard setback from above x 0.75) = NA ft

Proposed Open Front Porch Setback: NA ft

4. Side Yard Setback: District Minimums: R0=15% of lot width, R1=10% of lot width, R2=Greater of 6.5 ft or 10% of lot width

Lot width 75 ft x 0.1 for R1 and R2; or x .15 for R0 = 7.5 ft

Interior Side Yard Setback (existing structure): Left: 7.7 ft Right: 7.9 ft

Proposed Interior Side Yard Setback: Left: 7.7 ft Right: 7.9 ft

5. Corner Side Yard Setback: District Minimums: R0 = 40 ft, R1 = 40 ft, R2 = 30 ft

Corner Side Yard Setback (existing structure): _____ ft Proposed Corner Side Yard Setback: _____ ft

Corner Side Yard Setback for lots less than 80 feet wide in the R2 District complete this section below:

Lot width _____ x .30 = _____ ft Minimum allowable corner side yard setback

Permitted Open Porch Setback (Required Corner Side Yard Setback from above) x 0.75 _____ ft

Proposed Open Porch Setback: _____ ft

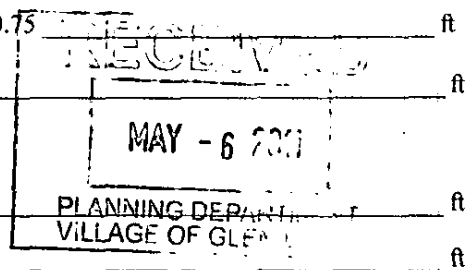
6. Rear Yard Setback: Minimums: R0 = 60 ft, R1 = 50 ft, R2 = 40 ft

Rear Yard setback (existing structure): 56.0 ft

Proposed Rear Yard setback: 50.0 ft

7. Impervious Surface Setback: Minimum based on lot width = 2% (<66'), 3% (66'-<90'), 4% (90'-100'), 5% (>100')

Lot Width _____ x NA Percentage Required = _____ Required Setback (ft)



8. **Building Height:** The maximum eave and ridge heights and permitted height bonuses are specified in Zoning Code Section 10-4-8(F)1. Roof height is determined at the highest eave and at the highest ridge from average existing grade at four (4) corners where an imaginary line parallel to the front and rear yard setback lines and touching the proposed structure intersects the required side yard setback lines. Grade elevations at all four points shall be shown on Plat of Survey/Site Development Plan.

A. Front Left Point Grade Elevation: _____ B. Front Right Point Grade Elevation: _____

C. Rear Left Point Grade Elevation: _____ D. Rear Right Point Grade Elevation: _____

Grade Elevation Total (A + B + C + D) = NA ÷ 4 = _____ Average existing grade

Max Ridge Height _____ ft + Porch Bonus or Setback Bonus _____ ft = Permitted Ridge Height _____ ft

Max Eave Height _____ ft + Setback Bonus _____ ft = Permitted Eave Height _____ ft

Proposed Heights Measured From Average Existing Grade:

Top of Foundation _____ ft Highest Eave _____ ft Highest Ridge _____ ft

9. **Building Classification:**

Any change to an existing building is assigned a classification based on a new use or the proposed work. Village Code 4-1-10 (D) requires certain building improvements be completed for each classification.

A. **Alteration:** Any change to the exterior structure or part thereof (excluding exterior finishes) of a building.

Walls: the square footage of all outside wall surfaces from a point 8" above the adjacent grade to the soffit or eave.

Roof: the square footage of the horizontal plane(s) formed by the outside top edge of the perimeter walls.

Existing Roof Area: 2787.6 sq ft + Existing Wall Area: 4670 sq ft = Total Exterior Surface 7457.24 sq ft

Area of Roof Altered: 0 sq ft + Area of Walls Altered: 458.68 sq ft = Total Area Altered 458.68 sq ft

Total Area Altered: 458.68 sq ft ÷ Total Exterior Surface: 7457.24 sq ft x 100 = 6.15 %

Alteration Classifications: (circle one) Class I = Under 50%, Class II = 50% - 75%, Class III = above 75%

B. **Addition:** Any change to a structure or part thereof that increases the finished floor area of the building

Floor Area of Addition: 290.7 sq ft ÷ Floor Area of Existing Building: 2787.6 sq ft x 100 = 10.43 %

Addition Classifications: (circle one) Class I = Under 75%, Class II = 75% - 150%, Class III = above 150%

C. **Remodeling:** Any change to the interior or part thereof of a building. The hard cost is the total value of interior improvements (except interior finishes and fixtures). Remodeling Classifications: (circle one)

Class I = under \$15,000 hard cost Class II = \$15,000-\$200,000 hard cost Class III = over \$200,000 hard cost

D. **Change of Use:** Any change in the purpose or activity within a building or part thereof. See Village Code 4-1-10 (E) Hazard Index-Table for index number. Change of Use Classifications: (circle one)

Class I = 0 to 1 increase in index number Class II = 2 or more increase in index number

I do certify that to the best of my knowledge and belief, the Zoning worksheet has been completed substantially in accordance with the building plans. I further agree that if this certification is in error, the permit issued and erection commenced on the strength of said certification, that I will assume full responsibility for any and all changes in the exterior shape and/or design of said residence required to make it comply with the Village of Glen Ellyn Zoning Ordinances.

Authorized Agent (Signature)

Print Name

5.7.11
Date

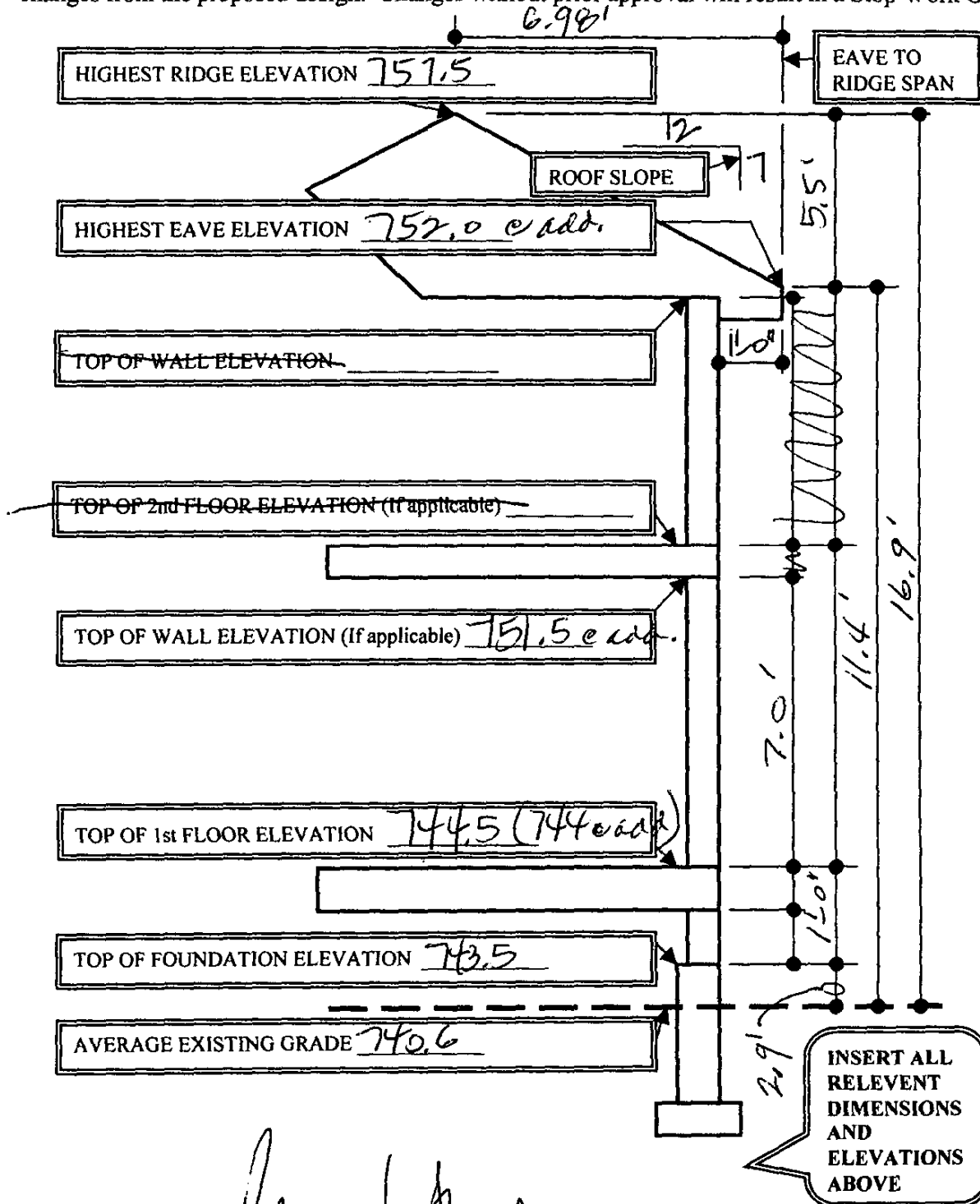
Village of Glen Ellyn

Certificate of Building Height Compliance

(Street Address) 685 N. PARK BLVD.

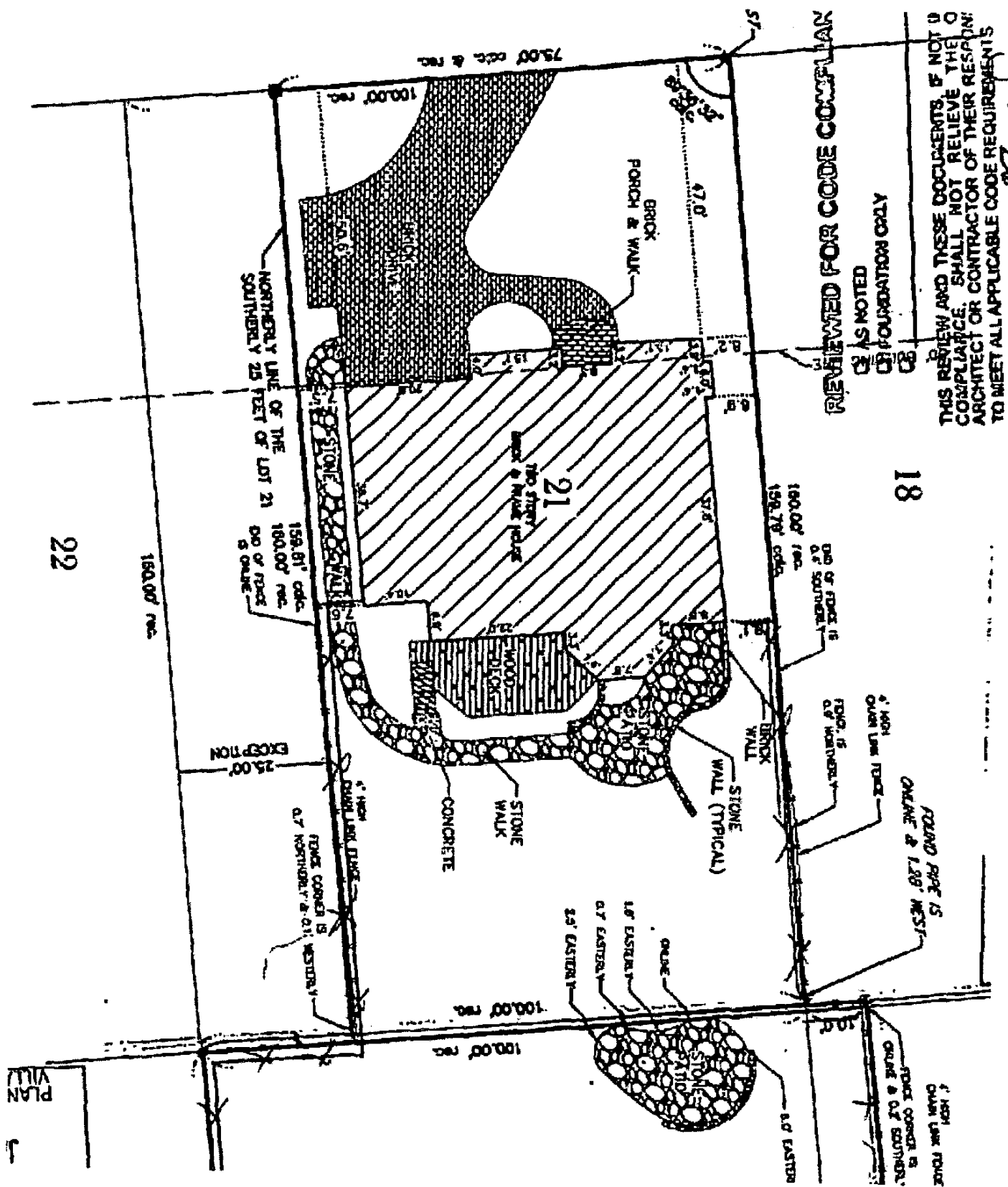
MAY - 6 2011

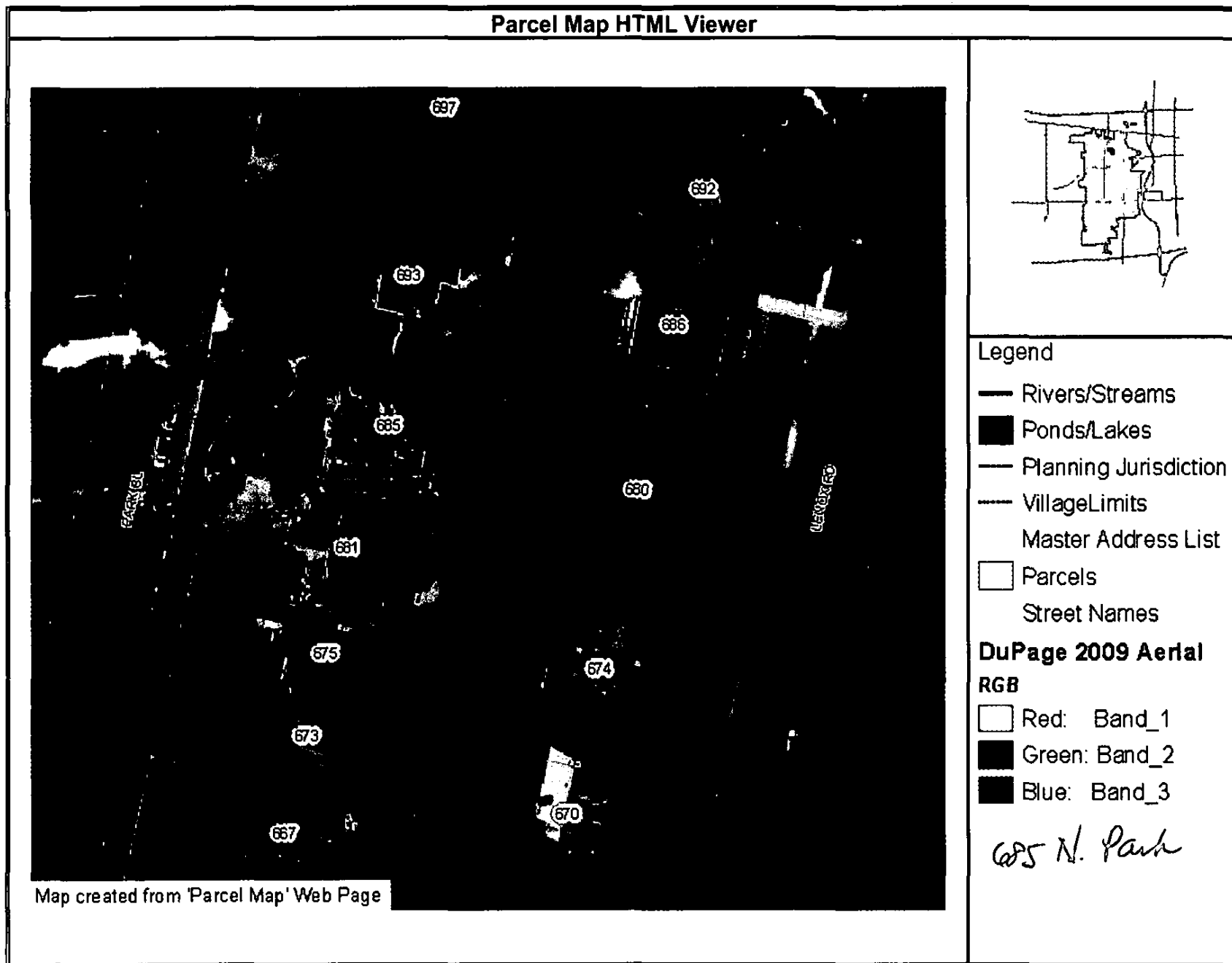
I certify, to the best of my knowledge, that the completed diagram on this form depicts the actual design intent of the proposed structure. Prior to commencing construction, the Village must approve any changes from the proposed design. Changes without prior approval will result in a Stop-Work Order.



Architect's Signature

Print Name





FABERS' RESUBDIVISION

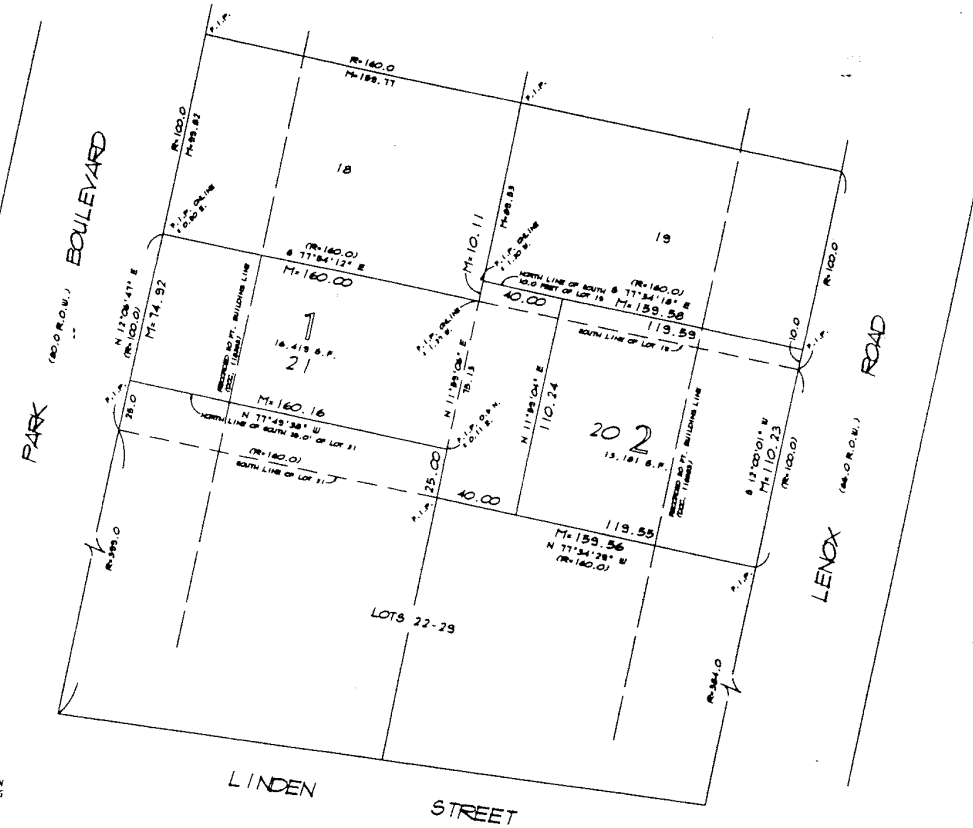
IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN DU PAGE COUNTY, ILLINOIS.
P.T.M. 05-11-211-010, 028

SCALE: 1" = 30 FEET



FILE COPY

SURVEYOR'S NOTES:
1) BASIS FOR BEARINGS SHOWN HEREIN
ARE ASSUMED AND ARE FOR SHOWING
RELATIVE DIRECTION ONLY.
2) IRON PIPES AT ALL LOT CORNERS
UNLESS OTHERWISE NOTED.



685 N. Park
REVIEWED FOR CODE COMPLIANCE

☐ AS NOTED
☐ FOUNDATION ONLY
☒ Plot of Resubdivision

THIS REVIEW AND THESE NOTES ARE THE
PROPERTY OF STEINBRECHER AND ASSOCIATES, INC.
ARCHITECTS AND ENGINEERS
TO BE USED ONLY FOR THE PROJECT AND DATE SHOWN
7/21/11

Village of Glen Ellyn Permit No. 20110599

By: Paula J. Montz
Building and Zoning Officer

Final Inspection Required For All Projects
Call 830-547-5359

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT ME, STEINBRECHER LAND SURVEYORS, INC., PROFESSIONAL LAND SURVEYING DESIGN FIRM
NO. 184-003126, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOT 21 (EXCEPT THE SOUTH 25 FEET THEREOF) IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF
LOTS 22 TO 29, INCLUSIVE AND 39 TO 44, INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION
IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID
COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118363, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:
THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLINS AND
GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29, INCLUSIVE AND 39 TO 44, INCLUSIVE, IN JOHN A.
BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914
AS DOCUMENT NO. 118363, IN DU PAGE COUNTY, ILLINOIS.

AS SHOWN ON THE ANNEXED PLAT WHICH TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS A CORRECT REPRESENTATION OF SAID SURVEY
AND SUBDIVISION, ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF. SCALE OF MAP IS 30 FEET TO ONE INCH.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN,
WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE
ILLINOIS MUNICIPAL CODE, IN ACCORDANCE WITH S.B. 908-P.A.

I FURTHER CERTIFY THAT PART OF THE PROPERTY COVERED BY THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA
AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP AND PANEL NUMBER 17040305D, DATED DECEMBER 16, 2004,
WEST CHICAGO, ILLINOIS, JULY 6, 2011.



RICHARD J. STEINBRECHER
PROFESSIONAL ILLINOIS LAND SURVEYOR 2583
MY LICENSE EXPIRES NOVEMBER 30, 2012

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF
DU PAGE COUNTY AFORESAID ON THE _____ DAY OF _____, 2011, AT _____ O'CLOCK _____ M.

COUNTY RECORDER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID
FIND NO RECORDABLE TAX SALES, UNPAID CURRENT TAXES OR NO DELINQUENT GENERAL TAXES AGAINST ANY OF THE
PROPERTY DESCRIBED HEREIN.

DATED AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

PLANNING AND DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

I, _____, DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE VILLAGE OF GLE
ELLYN, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO SECTION 308 OF THE GLEN ELLYN SUBDIVISION
REGULATIONS CODE.

DATED AT GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____, 2011.

DIRECTOR OF PLANNING AND DEVELOPMENT

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER ARE THE HOLDERS OF RECORD TITLE TO THE
PROPERTY SHOWN AND DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN
HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER
THE STYLE AND TITLE HEREIN SHOWN.

WE FURTHER CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS PROPERTY IS WITHIN THE LIMITS
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT #7 AND GLEN ELLYN ELEMENTARY SCHOOL DISTRICT #1.

GLEN ELLYN, ILLINOIS, _____, 2011.

CHRISTOPHER FABER

SHEILA FABER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID
DO HEREBY CERTIFY THAT CHRISTOPHER FABER AND SHEILA FABER APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY
ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GLEN ELLYN, ILLINOIS, _____, 2011.

My commission expires _____

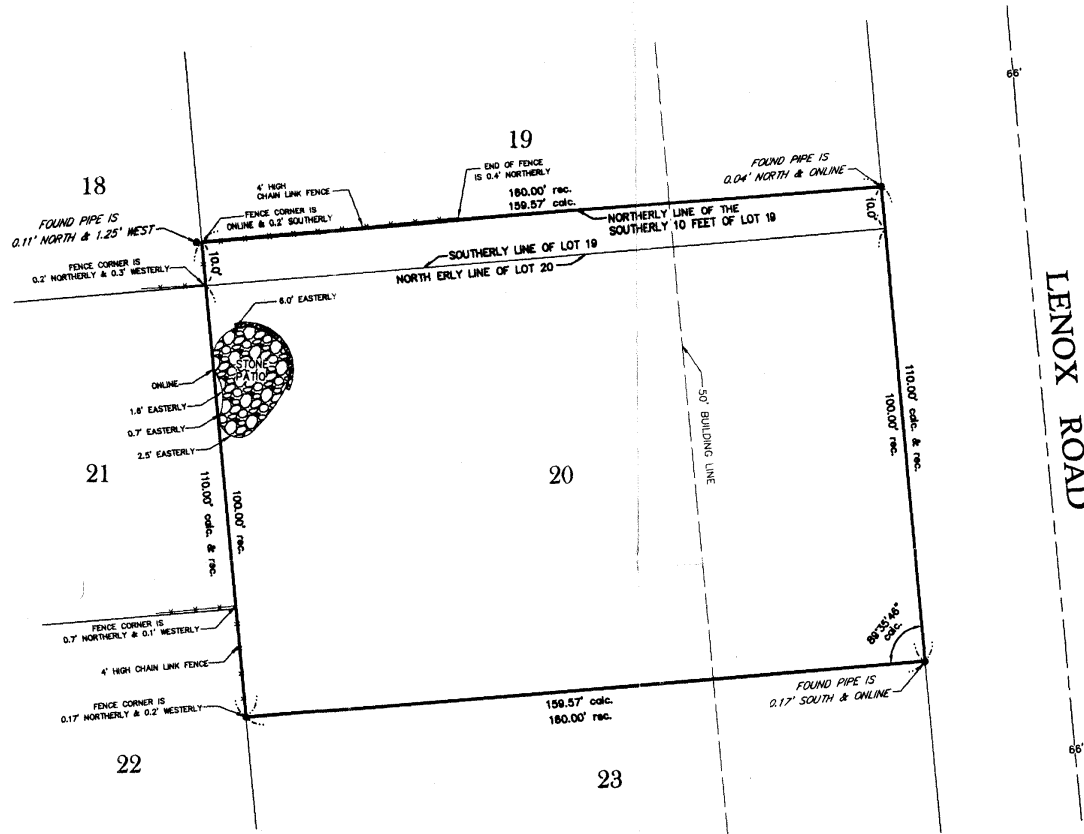
NOTARY PUBLIC

PLAT OF SURVEY

LEGAL DESCRIPTION

THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29 INCLUSIVE, AND 33 TO 68 INCLUSIVE, IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLINS AND GAUNTLETT'S LAKE GLEN ELLYN RECORDED OCTOBER 21, 1914 AS DOCUMENT NO. 118383, IN DUPAGE COUNTY, ILLINOIS.

LOCAL MAILING ADDRESS:
880 LENOX ROAD
GLEN ELLYN, ILLINOIS



LEGEND

- meas. MEASURED
- rec. RECORDED
- calc. CALCULATED
- FOUND SURVEY MONUMENT
- SET 5/8" REBAR UNLESS OTHERWISE NOTED

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

ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR AGREEMENT, DEED, CONTRACTS AND ZONING ORDINANCES.

STATE OF ILLINOIS }
COUNTY OF WILL } SS

RUETTIGER, TONELLI & ASSOCIATES, INC., A PROFESSIONAL DESIGN FIRM NO. 184-001251, HEREBY CERTIFIES THAT IT HAS SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND IS SHOWING THE SAME IN THE PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

SURVEY FIELD WORK COMPLETED 11-28-07

GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF November 2007

BY

ILLINOIS PROFESSIONAL LAND SURVEYOR (BY LICENSE EXPIRES 11-30-2008)
TO EXERCISE AUTHORITY OF THIS DRAWING, IT MUST BEAR THE DRAWING SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.

ALL FOUND MONUMENTS ARE PIPES (BY OTHERS) UNLESS OTHERWISE NOTED

REVISIONS			
No.	DATE	DESCRIPTION	BY

Rueettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • E.I.A. Consultants
2174 ONIDA STREET, SUITE 17, NAPERVILLE, ILLINOIS 60563
TEL (630) 744-5500 FAX (630) 744-0161 PLS (630) 420-7740 FAX (630) 420-7741

DATE: 11-30-07 SCALE: 1" = 20' DRAWN BY: RD CHECKED BY: DJZ
PREPARED FOR: FORTUNATO, KNOBBE, DAVENPORT & ARNOLD, LTD.
4112 CATES AVENUE, WESTMONT, ILLINOIS 60559
FIELD BOOK: N-271 PAGE: 188 & 57
DRAWING NO.: 207-N-0727-L8
DRAWING TITLE: PLAT OF SURVEY

THIS IS TO VERIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE CONFORM TO THE CODES AND ORDINANCES OF THE VILLAGE OF GLEN ELLYN AND THE STATE OF ILLINOIS

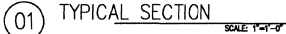
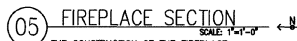
Rene J. Stratton 57.11

RENE J. STRATTON ILLINOIS LICENSE NUMBER - 001-13161 EXP 11.30.12

DOOR SCHEDULE			
	Model number/size	Manufacturer	Remarks
1	CUFD3068 L	MARVIN	swinging french door, swinging screen door, no S.D. prefabricated dog door

Note: all Marvin units std. insulated glass, LowE, Argon filled, pre-primed interiors, (11 x 0.25" max.)

Room	Area	Required Lt	Actual Lt	Required Vent	Actual Vent
Sunroom	238.25sf	19.1sf	87.5sf	9.35sf	65.63sf

STRATTON ARCHITECTS

STRATTON ARCHITECTS

■ ■ ■

711 RIFORD ROAD
CLINTON, ILLINOIS 61727

VOICE: 630.790.8354

EMAIL: strattonarchitects@comcast

ISSUED FOR BID: 05/03/11

ISSUED FOR PERMIT: 05/03

ISSUED FOR CONSTRUCTION

SHEET NAME:
PLANS ELEVATION

PLANS, ELEVATIONS
SECTIONS &

SECTIONS & SCHEDULES

SCHEDULES

SECRET NO. 10

STRUCTURAL NOTES

MATERIAL STRENGTHS

Structural Steel	Fy = 36,000 p.s.i. (A36)
Reinforcing Steel	Fy = 60,000 p.s.i. (#610 grade 60)
Concrete	F'c = Compressive strength in 28 days 3,000 p.s.i. for footings 3,000 p.s.i. for masonry grout

DESIGN LIVE LOADS

Roofs	30 p.s.f. snow load
Typical Floor	40 p.s.f.
Basic Wind Speed	90 m.p.h. (3 second gust)

DESIGN CODES - LATEST EDITIONS

International Building Code
American Institute of Steel Construction
American Concrete Institute
CRSI Manual of Standard Practice
American Institute of Timber Construction
National Design Specifications for Stress-Graded Lumber and Its Fastenings

SOIL BEARING DESIGN VALUE

2,000 p.s.f. on undisturbed soil or compacted fill for footings.
Bearing value to be verified by a geotechnical engineer.

COORDINATION - ARCHITECTURAL, MECHANICAL AND ELECTRICAL ITEMS

Location, dimensions and details of recesses, depressions, openings and equipment supports shall be verified by reference to architectural, mechanical and electrical drawings.

EXISTING CONDITIONS

Verify all dimensions, elevations, and details of existing structures where they affect this construction. Notify engineer if there are any deviations from the contract documents. Field verify dimensions and elevations prior to fabrication of structural members.

TEMPORARY BRACING

Provide temporary lateral support for all walls until walls are adequately braced by floor or roof structure.

FOOTINGS

Wall footings are cast-in-place concrete with continuous reinforcing placed 3" clear of bottom and sides. Provide 40 diameter lap at all splices and full crowling lap at corners and intersections. Unless otherwise noted, wall footings are centered under walls and column footings under columns. Footings for walls, unless otherwise noted, shall be 12" thick with a minimum projection of 6" each side with 2 - #4 continuous.

STRUCTURAL STEEL

All structural steel shall be designed, fabricated and erected according to the American Institute of Steel Construction (A.I.S.C.) standard specifications. Structural steel supplier shall supply all cap plates, bearing assemblies, base plates, stiffeners, splices, connections and shall design same unless noted on drawings. All welding shall be done using the shielded arc process using E70 electrodes in accordance with the rules of the American Welding Society (A.W.S.) Structural Welding Code. All welders shall be certified using the rules of the American Welding Society.

DIMENSION LUMBER

Dimension lumber shall be No. 2 hem Fir or equal for joists, beams and headers. Wall studs shall be Stud Grade SPF or equal. Spacing of bridging for joists shall not exceed 8'-0". Wood lintels and headers shall have a full 1 1/2" length of bearing at each end unless noted otherwise. Double all joists under parallel partitions. All beams and joists not bearing on supporting members shall be framed with Simpson Strong-Tie post hangers or equal. Exterior walls to have 2x4 studs at 16" on center. Wood joists shall bear the full width of supporting members (posts, walls, beams, etc.) unless otherwise noted. Wood beams made of 2 or more 2x6s shall be bolted together with 3/8" diameter through bolts at 2'-0" on center or equivalent splice. Nailing to be in accordance with Table 2304.9.1 of the I.B.C.

LVL WOOD MEMBERS

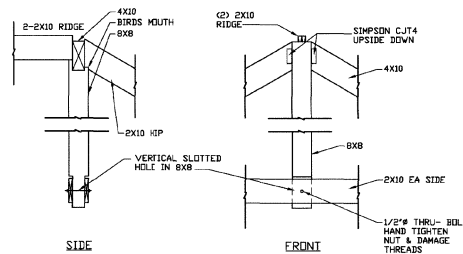
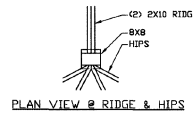
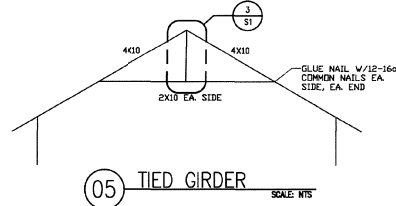
LVL members noted on drawings are laminated veneer lumber as manufactured by the True-Joint MacMillan. Equivalent at contractor's option. Sizes shown on plan are actual size.
Fb = 2,600 p.s.i., E = 1,800,000 p.s.i.

PSL WOOD MEMBERS

PSL members noted on drawings are parallel strand lumber as manufactured by the True-Joint MacMillan. Equivalent at contractor's option. Sizes shown on plan are actual size.
Fb = 2,400 p.s.i., E = 1,800,000 p.s.i.

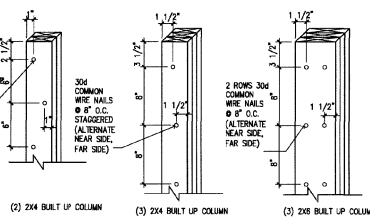
CONCRETE COVER ON REINFORCING

Footings 2" clear bottom and sides



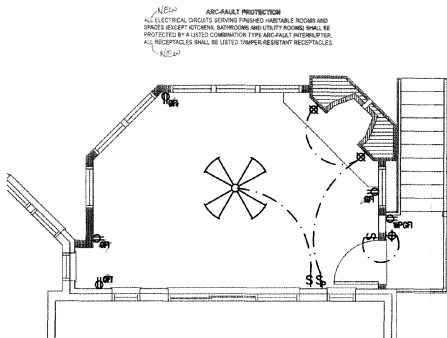
03 TRUSS DETAILS

SCALE 1/2" = 1'-0"



01 BUILT UP COLUMNS

SCALE 1/2" = 1'-0"



08 ELECTRICAL PLAN

SCALE 1/4" = 1'-0"

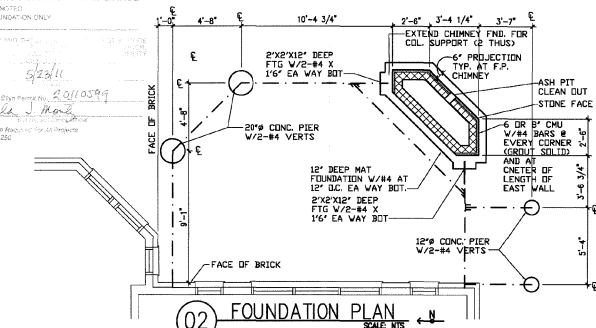
- WP-GFI DUPLEX RECEPTACLE - ARC FAULT PROTECTED
 GFI DUPLEX RECEPTACLE - WATER PROOF
 CGFI DUPLEX RECEPTACLE - COUNTER TOP HEIGHT 36"
 SWITCHED RECEPTACLE
 SWITCH
 3 SWITCH - 3 WAY
 4 SWITCH - 4 WAY
 IND LT SWITCH W/INDICATOR LIGHT
 JAMB JAMB SWITCH
- SWITCH - DIMMER
 LIGHT FIXTURE - WALL MOUNTED
 LIGHT FIXTURE - CEILING MOUNTED
 FLOURESCENT SURFACE MOUNTED LIGHT
 RECESSED CAN
 CABLE TV JACK
 TELEPHONE JACK
 UNDER CABINET LIGHTS
 SPEAKER
 SMOKE/CARBON MONOXIDE DETECTOR WIRED IN SERIES
 COMPUTER/FIBER OPTIC CONDUIT
 EXHAUST FAN - VENT DIRECTLY TO EXTERIOR
- NOTE: ALL WALL OUTLETS TO BE LOCATED IN BASE UNLESS NOTED OTHERWISE
 ALL OUTLETS TO BE ARC FAULT PROTECTED

09 ELECTRICAL NOTES

SCALE 1/4" = 1'-0"

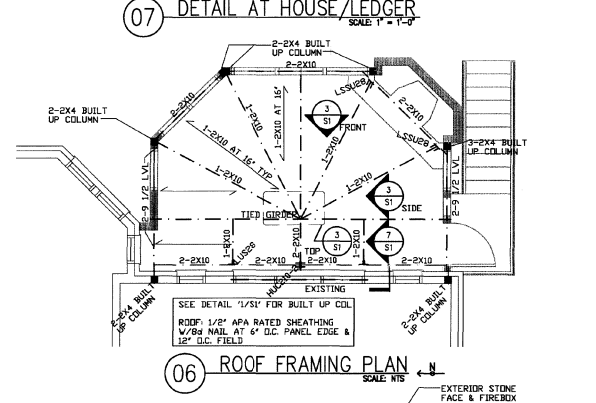
REVIEWED FOR CODE COMPLIANCE

ALL NOTED
 FOUNDATION ONLY
 EXISTING CHANNEL FLOOR FOR COL. SUPPORT (IF THIS)
 20" CONC. PIER W/2-#4 VERTS
 18" DEEP MAT FOUNDATION W/8-#4 AT 12" O.C. EA WAY BUT.
 8"X8"X12" DEEP PTD W/2-#4 X 16" EA WAY BOT.
 12" CONC. PIER W/2-#4 VERTS
 6" DR B' CHU W/8-#4 BARS # 1/2" AT CENTER OF LENGTH OF EAST WALL
 6" PROJECTION EVERY CORNER (CONDUIT SPLIT)
 ASH PIT CLEAN OUT STONE FACE
 20" CONC. PIER W/2-#4 VERTS
 18" DEEP MAT FOUNDATION W/8-#4 AT 12" O.C. EA WAY BUT.
 8"X8"X12" DEEP PTD W/2-#4 X 16" EA WAY BOT.
 12" CONC. PIER W/2-#4 VERTS
 6" DR B' CHU W/8-#4 BARS # 1/2" AT CENTER OF LENGTH OF EAST WALL
 6" PROJECTION EVERY CORNER (CONDUIT SPLIT)
 ASH PIT CLEAN OUT STONE FACE



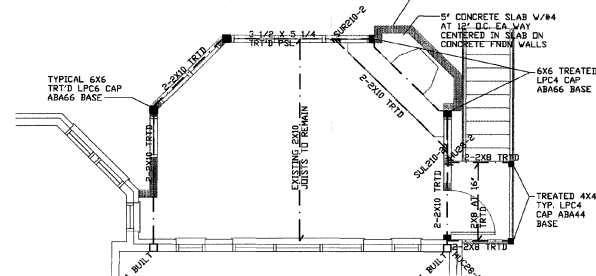
02 FOUNDATION PLAN

SCALE 1/4" = 1'-0"



06 ROOF FRAMING PLAN

SCALE 1/4" = 1'-0"



04 FIRST FLOOR FRAMING PLAN

SCALE 1/4" = 1'-0"

FABER RESIDENCE
685 N. PARK BLVD
CENTREVILLE, VA 20127

ADD DESCRIPTION

STRATTON ARCHITECT

711 RIFORD ROAD
GLENNVILLE, GEORGIA 30237
VOICE: 404.790.8854
EMAIL: strattonarchitect@gmail.com

ISSUED FOR BID: 05/03/11

ISSUED FOR PERMIT: 05/03

ISSUED FOR CONSTRUCTION

STRUCTURAL PLAN & DETAILS
ELECTRICAL PLAN

SCALE: S-1.0 & E-1.0

ADDRESS: <u>685 N. PARK</u>		PERMIT # <u>20110599</u>		DATE REC'D: <u>5-6-11</u>	
PROJECT: <u>SUNROOM ADDITION</u>		CLASS: <u>ADD. A.C. - REAR</u>		DATE PAID: <u>7-22-11</u>	
STORMWATER #: _____		B&F PROJECT # _____		ORDINANCE# _____	
ADDITIONAL RELATED PERMITS: # _____		PROJECT: _____		PROJECT: _____	

REQ'D	REVIEWER	DOCUMENT/PLAN	REC'D	REJ	REC'D	REJ	REC'D	REJ	PLAN APPR'D	FINAL INSP. APPROVED
	B&Z	ZONING	5-6	5/23/11					7/21/11	
	B&Z	BUILDING - RESIDENTIAL	5-6						5/23/11	
	ERA/MCG	STORMWATER/GRADING/RESTORATION								
	PW	TREE PRESERVATION								
	PW	TREE & PERIMETER FENCE INSP								
	PW	WORK IN PARKWAY								
	B&Z	DEMOLITION SITE PLAN								
	PW	DEMO - UTILITY DISCONNECT								
	PW	WATER/SEWER/UTILITIES								
	P&D	PLANNING - ORD/SITE/APPEARANCE								
	B&F	BUILDING - COMM/MULTI-UNIT RES.								
	B&F	MECHANICAL - COMMERCIAL								
	B&F	ELECTRICAL - COMMERCIAL								
	B&F	PLUMBING - COMMERCIAL								
	B&F	FIRE ALARM								
	B&F	KITCHEN HOOD & DUCT								
	B&F	FIRE SPRINKLER								
	NES	ELEVATOR								
	P&D	LANDSCAPING								
	B&Z	OTC-FENCE/EQUIPMENT/ROOF/SIDING								
REFUND OF DEPOSIT			TO PW:		TO B&Z:		TO A/P:		CLOSED	

LOG-INS	<u>X</u> DONE	CONT. REGIST.	Req. OK	Req. OK	AGENCY REQUIREMENTS:	REQ'D	OK?
PROJECT	<u>X</u>	IND. CONT.	☐	☐	HEALTH DEPT		
STWTR/GRADING		GEN. CONT.	☒	☒	IEPA		
DEMO		ELECTRICIAN	☒	☒	STATE OF IL		
	ISSUED	EXPIRES	PLUMBER	☐	ELEVATOR	☐	DUPAGE
TEMP. OCCUPANCY			DEMO	☐	OTHER	☐	
CERT. OCCUPANCY			IMPACT FEES	PAID	\$		

NOTES

5/23/11 ADVISED REBE STRATTON THAT A PLAT OF SURVEY/PLAT OF CONSOLIDATION IS REQUIRED - THIS PROJECT EXCEEDS 20% LOT COVERAGE FOR 685 N. PARK PROPERTY WITHOUT ADDITIONAL LOT AREA FROM 680 LENOX LOT. SHE SAID THE OWNER HAS DONE ALL THE PAPERWORK. LATER LEFT MESSAGE THAT THE COUNTY WEBSITE DID NOT SHOW A PLAT OF FILE. PM.

685 N. PARK PIN: 0511211010
680 LENOX PIN: 0511211028

5/24/11 SPOKE TO REBE STRATTON - THE HOMEOWNER HAS NOT CONSOLIDATED THE PROPERTIES YET BUT THEY ARE PURSUING IT NOW. PM.

7/21/11 RESUBDIVISION IS OK PER MICHELE STEGALL BUT STACI MUST SIGN AND PLAT MUST BE RECORDED WITH COUNTY AND RETURNED TO US. OK TO ISSUE PERMIT. PM.

X:\plandev\BUILDING\FORMS\Counter Forms\BUILDING PERMIT
FILE STICKER Rev 6-23-10kp.docx

**WARRANTY DEED
ILLINOIS STATUTORY**

JOINT TENANTS

THE GRANTORS (NAME AND ADDRESS)

Christopher Faber and Sheila Faber
685 N. Park Blvd.
Glen Ellyn, IL 60137

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
11/15/2019 11:30 AM

RHSP

COUNTY TAX STAMP FEE 350.00
STATE TAX STAMP FEE 700.00

DOCUMENT # R2019-106015

(The Above Space for Recorder's Use Only)

196NW126031W#

(1/1)
JS

THE GRANTORS Christopher Faber and Sheila Faber, husband and wife, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable considerations in hand paid, CONVEY AND WARRANT to David J. Rinaldo and Kristy J. Rinaldo, husband and wife, of 2/40 Milson Rd., Cremorne Point, NSW 2090 Australia, not as Tenants in Common but as Joint Tenants, the following described real estate situated in the County of DuPage, in the State of Illinois, to wit:

Legal Description:

THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29 INCLUSIVE, AND 33 TO 68 INCLUSIVE IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DU PAGE COUNTY, ILLINOIS.

Permanent Index Number(s): 05-11-211-028

Property Address: 680 N. Lenox Rd., Glen Ellyn, IL 60137 (Vacant Land)

SUBJECT TO: Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. This is not homestead property.

SUBJECT TO Covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

G.1.W


Sheila Faber

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Christopher Faber and Sheila Faber 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 acknowledged that they signed, sealed and delivered in the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

OFFICIAL SEAL
EDWIN W LANE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/29/23

Edwin Lane
Notary Public

Village of Glen Ellyn
Real Estate Transfer Tax
022197

Sale \$ 700,000.00
Tax \$ 2100.00
Date 10-21-19 Initials Re

SEND SUBSEQUENT TAX BILLS TO:

David and Kristy Rinaldo
680 N. Lenox Rd.
Glen Ellyn, IL 60137

OFFICE OF THE RECORDER

DuPage County, Illinois

FRED BUCHOLZ
RECORDER



421 N. COUNTY FARM ROAD
P.O. BOX 936
WHEATON, ILLINOIS 60187
(630)407-5400

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

Attorney Ted Lane, for Christopher & Sheila Faber, being duly sworn on oath, states that

affiant resides at 550 Pennsylvania Ave., Wheaton, IL 60187. And further states that:
(please check the appropriate box)

- A. ☒ That the attached deed is not in violation of 765 ILCS 205/1 (a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
- B. ☐ That the attached deed is not in violation of 765 ILCS 205/1 (b) for one of the following reasons:
(please circle the appropriate number below)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance or parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The preparation of a plat for wind energy devices under Section 10-620 of the Property Tax Code.

AFFIANT further states that he makes this affidavit for the purpose of inducing the County Recorder of DuPage County, Illinois to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 21 day of October, 2019.

[Signature]
Signature of Notary Public



[Signature]
Signature of Affiant

Revised 1/3/2019

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
03/03/2020 10:20 AM
RHSP

DOCUMENT # R2020-021178

When recorded, return to:
First Midwest Bank
Attn: Final Document Department
300 North Hunt Club Road
Gurnee, IL 60031
800-322-3623

This instrument was prepared by:
Victoria Gonzales
First Midwest Bank
300 North Hunt Club Road
Gurnee, IL 60031
847-739-3708

Title Order No.: 21009750 (1/1)

LOAN #: 2100033876

[Space Above This Line For Recording Data]

GIT

MORTGAGE

MIN 1012094-0000022899-6

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **March 2, 2020**, together with all Riders to this document.

(B) "Borrower" is **DAVID J RINALDO AND KRISTY J RINALDO, HUSBAND AND WIFE, AS JOINT TENANTS.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.**

Initials: 
ILEDEDL 0315
ILEDEDL (CLS)
02/28/2020 11:30 AM PST



LOAN #: 2100033876

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is First Midwest Bank.

Lender is a State Bank,
Illinois.
Floor, Gurnee, IL 60031

organized and existing under the laws of
Lender's address is 300 N. Hunt Club Rd, 2nd

(E) "Note" means the promissory note signed by Borrower and dated March 2, 2020. The Note states that Borrower owes Lender **ONE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100***** Dollars (U.S. \$1,384,500.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2050.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☒ Other(s) [specify] |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | Construction/Permanent Loan |
| ☐ V.A. Rider | | Rider to Security Instrument |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Initials: 

ILEDEDL 0315
ILEDEDL (CLS)

02/28/2020 11:30 AM PST



LOAN #: 2100033876

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the **County** [Type of Recording Jurisdiction] of **Dupage**

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 05-11-211-028

which currently has the address of **680 Lenox Dr, Glen Ellyn,**

Illinois 60137

[Zip Code]

("Property Address"):

[Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

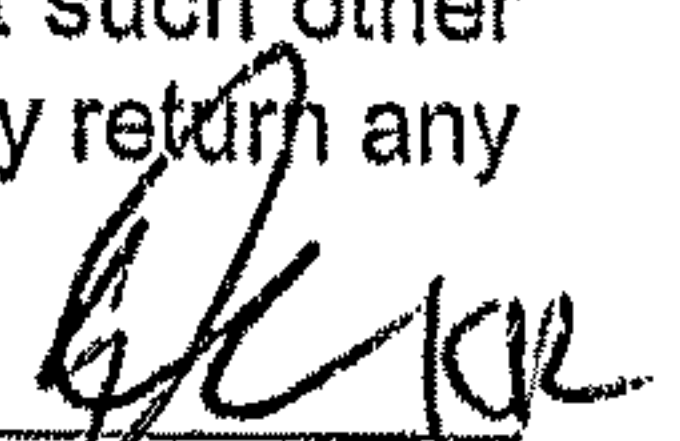
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any

Initials: 

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02/28/2020 11:30 AM PST



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payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless



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an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form



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of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under



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this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to



receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests



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transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws



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of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

Initials:

[Signature] *102*

ILEDEDL 0315

ILEDEDL (CLS)

02/28/2020 11:30 AM PST



LOAN #: 2100033876

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

DAVID J RINALDO

3/2/20  (Seal)
DATE

KRISTY J RINALDO

3/2/20 (Seal)
DATE

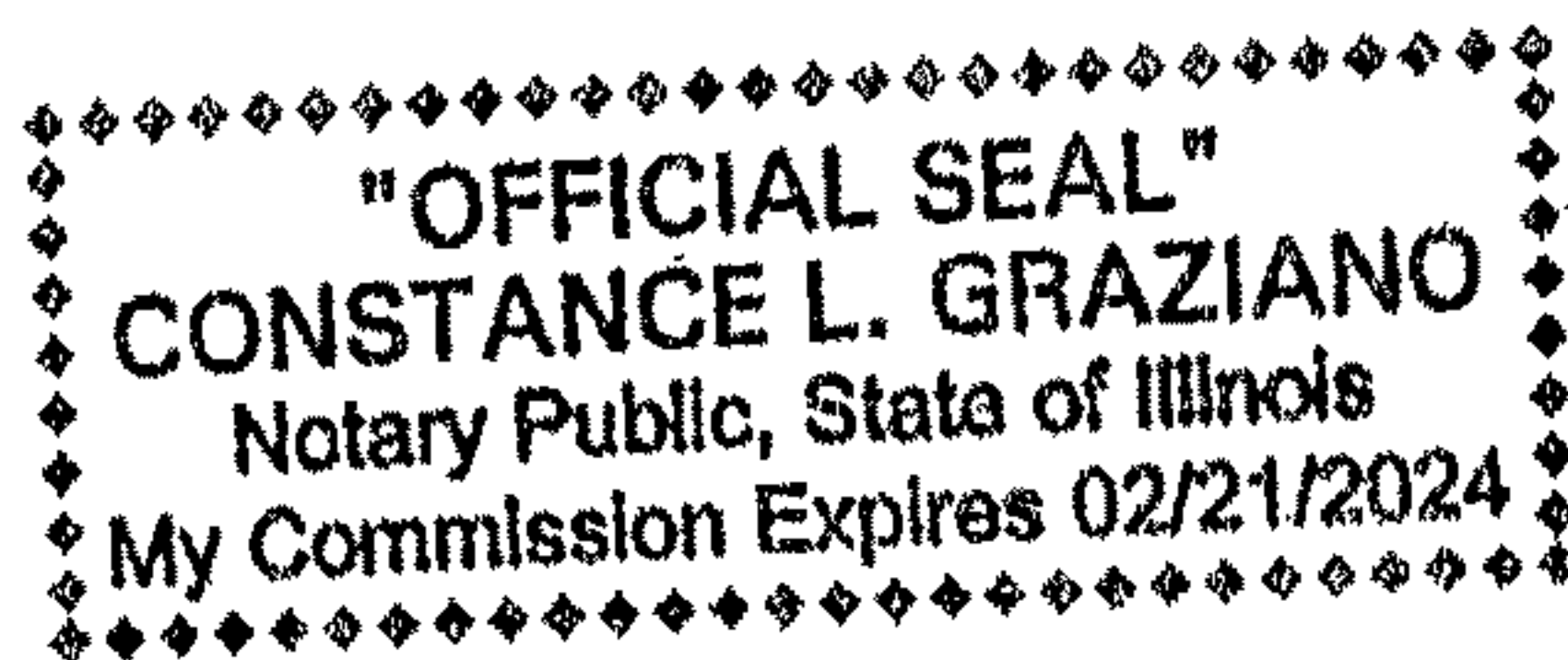
State of ILLINOIS
County of DUPAGE

The foregoing instrument was acknowledged before me this March 2, 2020 (date)
by DAVID J RINALDO AND KRISTY J RINALDO (name of person acknowledged).

(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)



Lender: First Midwest Bank
NMLS ID: 423112
Loan Originator: Andrew Daniel Trasatt
NMLS ID: 228674

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 Ellie Mae, Inc. Page 12 of 12

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 ILEDEDL (CLS)
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LOAN #: 2100033876
MIN: 1012094-0000022899-6

ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In The Wall Street Journal-Rate Caps))

THIS ADJUSTABLE RATE RIDER is made this **2nd** day of **March, 2020**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **First Midwest Bank, a State Bank**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **680 Lenox Dr, Glen Ellyn, IL 60137.**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **3.249 %**. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

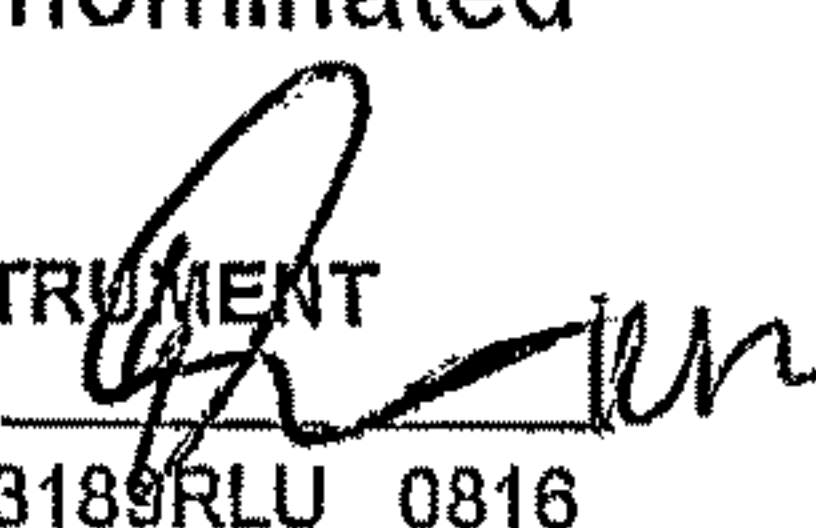
The interest rate I will pay may change on the **1st** day of **April, 2030**, and on that day every **12th** month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated

MULTISTATE ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae UNIFORM INSTRUMENT
Form 3189 6/01 (rev. 6/16)
Elle Mae, Inc.

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deposits in the London market ("LIBOR"), as published in **The Wall Street Journal**. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage point(s) (**2.250 %**) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.249 %** or less than **2.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding **12** month(s). My interest rate will never be greater than **8.249 %**. My interest rate will never be less than the margin or **2.250 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title

MULTISTATE ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae UNIFORM INSTRUMENT
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and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

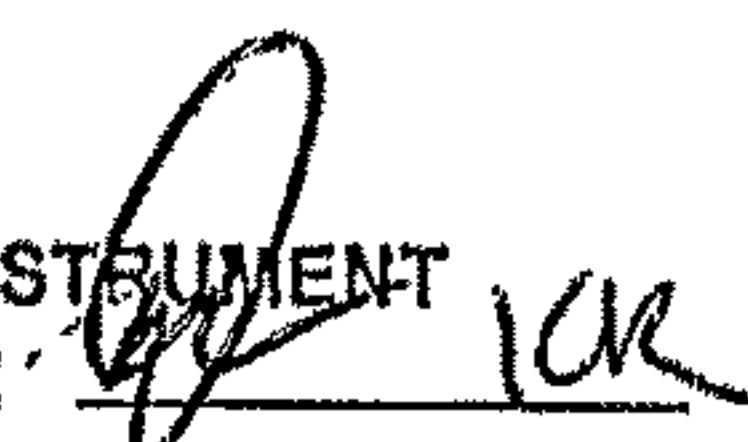
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

MULTISTATE ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae UNIFORM INSTRUMENT
Form 3189 6/01 (rev. 6/16)
Elle Mae, Inc.

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LOAN #: 2100033876

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



DAVID J RINALDO

3/2/20 (Seal)

DATE



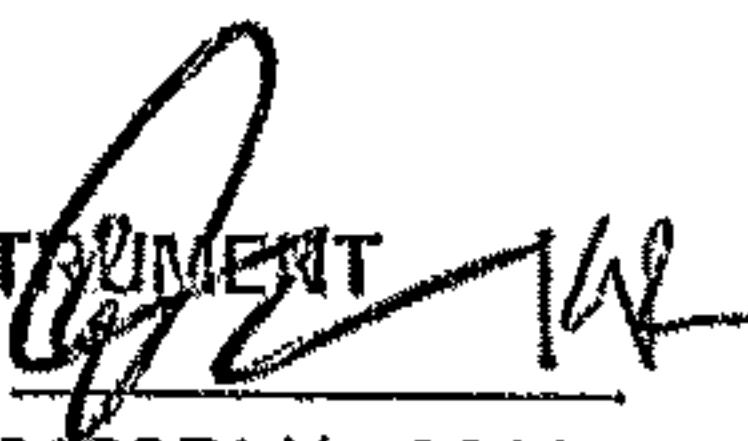
KRISTY J RINALDO

3/2/20 (Seal)

DATE

MULTISTATE ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae UNIFORM INSTRUMENT
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Ellie Mae, Inc.

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LOAN #: 2100033876
MIN: 1012094-0000022899-6

**CONSTRUCTION/PERMANENT LOAN
RIDER TO SECURITY INSTRUMENT
(INCLUDING SECURITY AGREEMENT)**

(To be attached to and recorded with this Security Instrument)

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (this "Rider") is made on **March 2, 2020** and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of the same date, to which this Rider is attached ("this Security Instrument"), given by the undersigned ("Borrower") for the benefit of **First Midwest Bank, a State Bank**

("Lender") to secure Borrower's Note to Lender and the Construction Loan Addendum to Note, both of the same date (collectively, the "Note") and covering the property described in this Security Instrument (the "Property"). All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THIS SECURITY INSTRUMENT, Borrower and Lender further covenant and agree as follows:

1. Construction Loan Agreement. The Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain Improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest as provided in the Note, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, the Loan Agreement and all other documents pertaining to the Loan (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, and subject to any right of Borrower to cure Borrower's default, become immediately due and payable in full.

2. Future Advances.

a. During the Construction Loan Phase, interest will accrue on the outstanding Principal according to the terms set forth in the Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, and provided Borrower has satisfied all conditions precedent required for an advance under the Loan Documents, Lender is legally obligated to make advances of principal upon application therefor by Borrower in accordance with the provisions of the Note and the Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in this Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Loan Phase, but in no event after **18** months from the date of this Rider.

b. This Security Instrument shall secure the indebtedness of Borrower to Lender that is evidenced, permitted or secured by the Loan Documents, including future advances made by Lender to Borrower. All of such indebtedness, including future



advances, shall be a lien from the time that this Security Instrument is recorded with the Recorder of the County in which the Real Property is located as provided in 735 ILCS 5/15-1302(b).

c. In addition to the loan advances referred to in subparagraph (b) above, Lender shall have the right, but not the obligation, to make protective advances with respect to the Property for the payment of real estate taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Property and the protection of the Lender's right and interest in and to the Property, and such protective advances, together with interest thereon shall become part of the indebtedness secured by this Security Instrument from the date of each such advance with priority running from the time of the recording of this Security Instrument with the Recorder of the County in which the Property is located pursuant to 735 ILCS 5/15-1302(b)(5).

3. Limitation on Indebtedness. It is expressly understood and agreed that the indebtedness secured by the Security Instrument will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

4. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary public, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.

5. Breach by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

6. Permanent Mortgage Date. On the day the Construction Loan Phase ends, the loan evidenced by the Note will become a permanent mortgage loan (the "Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.

7. Occupancy. Section 6 of this Security Instrument is amended and restated to read as follows: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the Permanent Mortgage Date and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

8. Security Agreement and Financing Statement.

a. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

b. This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state



laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, or otherwise, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. To the extent permitted by applicable law, Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

c. Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable state laws) a financing statement.

d. Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

9. Invalid Provisions. If any one or more of the provisions of this Security Instrument, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of any such provision shall not be affected thereby.

10. Addresses.

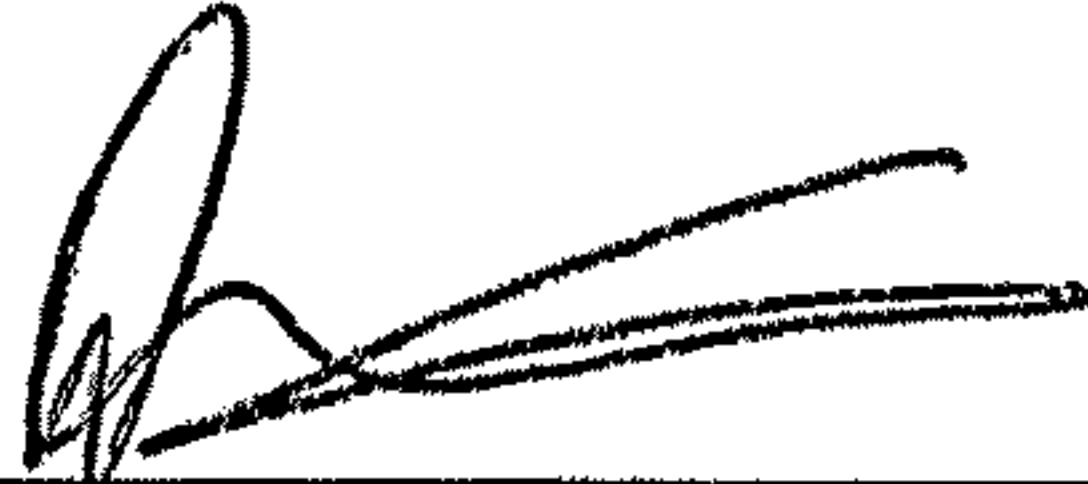
The name and address of the Borrower is:
David J Rinaldo
2 / 40 Milson Road
Cremorne Point NSW 2090, IL 60137

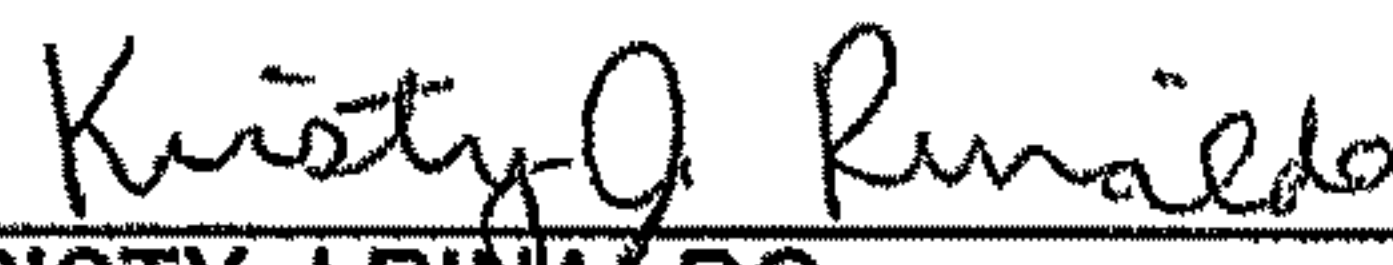
The name and address of the Lender/Secured Party is:
First Midwest Bank, a State Bank
300 N. Hunt Club Rd, 2nd Floor
Gurnee, IL 60031



LOAN #: 2100033876

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.


DAVID J RINALDO
3/2/20  (Seal)
DATE


KRISTY J RINALDO
3/2/20 (Seal)
DATE

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this Security Instrument.



Initials  
ILCNSTPRLU 0716
GCNSTPRLU (CLS)
02/28/2020 11:30 AM PST

EXHIBIT "A"

THE SOUTHERLY 10 FEET (AS MEASURED ON THE EASTERLY AND WESTERLY LOT LINES) OF LOT 19 AND ALL OF LOT 20 IN COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, BEING A RESUBDIVISION OF LOTS 22 TO 29 INCLUSIVE, AND 33 TO 68 INCLUSIVE IN JOHN A. BROWN'S ADDITION TO GLEN ELLYN, BEING A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COLLIN'S AND GAUNTLETT'S LAKE GLEN ELLYN, RECORDED OCTOBER 21, 1914 AS DOCUMENT 118383, IN DU PAGE COUNTY, ILLINOIS.

Tax Number: 05-11-211-028