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VILLAGE OF WOODRIDGE RESOLUTION NO. R50-2010

A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WOODRIDGE AND BCHPNERIDGE, LLC AND BCHWESTWOOD, LLC - PINE RIDGE.

P.I.N. NO: 08-36-206-003

**COMMON ADDRESS: 8055 Janes Avenue
Woodridge, IL 60517**

SUBMITTED BY AND RETURN TO:

Village of Woodridge
Office of the Village Clerk
5 Plaza Drive
Woodridge, IL 60517

GT S. M.
MLR

RESOLUTION NO.
R50-2010

A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WOODRIDGE AND BCHPINERIDGE, LLC AND BCHWESTWOOD, LLC - PINE RIDGE

WHEREAS, on or about May 15, 2008 the Village of Woodridge ("VILLAGE") approved Resolution R54-2008 authorizing the VILLAGE to enter into a certain Development Agreement ("AGREEMENT") with BCHPINERIDGE, LLC and BCHWESTWOOD, LLC ("OWNER"); and

WHEREAS, both the VILLAGE and the OWNER desire to amend the AGREEMENT to eliminate, add and clarify certain provisions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WOODRIDGE, DU PAGE, WILL AND COOK COUNTIES, ILLINOIS, a home rule municipality in the exercise of its home rule powers, as follows:

SECTION ONE: That the Mayor and Village Clerk be and the same are hereby authorized and directed to execute a certain First Amendment to Development Agreement, substantially in the form that is attached hereto as Exhibit "A", with such changes as are approved by the Village Attorney.

SECTION TWO: That the Village Clerk is hereby authorized to forward a copy of this recorded document to: Mr. Cameel Halim, 107 Green Bay Road, Wilmette, Illinois, 60091.

SECTION THREE: That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION FOUR: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 7th day of October, 2010.

Trustee Banks	<u>Aye</u>	Trustee Kagann	<u>Aye</u>
Trustee Beavers	<u>Aye</u>	Trustee McManus	<u>Aye</u>
Trustee Cunningham-Picek	<u>Aye</u>	Trustee Pittinger	<u>Nay</u>

Mayor Murphy

APPROVED this 7th day of October, 2010.


Mayor

ATTEST:


Village Clerk

Filed in the office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois this 7th day of October, 2010.


Village Clerk

EXHIBIT "A"

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "FIRST AMENDMENT") is made and entered into this 7th day of October, 2010, by and among the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, an Illinois municipal corporation (the "VILLAGE"), BCHPINERIDGE, LLC ("DEVELOPER") and BCHWESTWOOD, LLC ("WESTWOOD"); the VILLAGE, the DEVELOPER and WESTWOOD being sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

A. The PARTIES entered into that certain Development Agreement, dated May 15, 2008, and recorded in the Recorder's Office of DuPage County, Illinois on September 19, 2008 as Document No. R2008-14251 (the "ORIGINAL AGREEMENT"); and

B. The PARTIES now desire to amend certain provisions of the ORIGINAL AGREEMENT, to clarify certain provisions of the ORIGINAL AGREEMENT and to set forth and acknowledge certain acts of the PARTIES in connection with the ORIGINAL AGREEMENT; and

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the PARTIES hereby stipulate, the PARTIES hereby agree as follows:

SECTION ONE

INCORPORATION OF RECITALS

The PARTIES hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are

material to this FIRST AMENDMENT. Such recitals are hereby incorporated into and made a part of this FIRST AMENDMENT as though they were fully set forth in this Section One.

SECTION TWO

INTEGRATION OF ORIGINAL AGREEMENT

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ORIGINAL AGREEMENT. The ORIGINAL AGREEMENT shall remain in full force and effect except to the extent that it is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ORIGINAL AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

Terms capitalized in this FIRST AMENDMENT and not otherwise defined herein shall have the meanings ascribed to those terms in the ORIGINAL AGREEMENT. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this FIRST AMENDMENT and, to the extent such terms are also defined terms in the ORIGINAL AGREEMENT, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the ORIGINAL AGREEMENT.

SECTION THREE

AMENDMENTS/CLARIFICATIONS AND ACKNOWLEDGEMENTS

A. Section 5.01:

(i) 5.01(A) - The deadline for completion of construction of PHASE ONE is changed from October 1, 2009 to sixty (60) days from and after the approval of a Major Amendment to Planned Unit Development for PHASE THREE by the corporate authorities of the VILLAGE. Exhibit F of the ORIGINAL AGREEMENT is revised accordingly. Completion of construction shall be evidenced by the issuance of a letter of completion by the VILLAGE'S Building Commissioner or his designee, in substantially the form attached hereto and incorporated herein as Exhibit 1. Such letter shall be issued provided that all required improvements set forth in Exhibit 2, attached hereto and incorporated herein have been completed. No certificates of occupancy shall be granted for a unit until the letter of completion has been issued and the additional work listed on Exhibit 3, attached hereto and incorporated herein, is completed. The

VILLAGE shall make all reasonable efforts to conduct the inspections and re-inspections necessary to issue the letter of completion within three (3) business days of a request by the DEVELOPER. DEVELOPER hereby waives any right it might otherwise have under the VILLAGE CODE to certificates of occupancy until the provisions of this paragraph have been complied with.

(ii) 5.01(B) – The PARTIES agree that PHASE TWO shall not proceed and is hereby deleted from the PROJECT. All references in the ORIGINAL AGREEMENT to PHASE TWO shall be of no further force or effect.

(iii) 5.01(C) – The PARTIES agree that the construction of town homes will no longer be part of PHASE THREE or the PROJECT and, therefore, subsections (i) through (iv) of 5.01(C) shall be of no further force or effect. In addition, references elsewhere in the ORIGINAL AGREEMENT to the town homes shall be of no further force or effect.

5.01(C)(v) is hereby deleted and replaced with the following language: "Number of parking spaces (open and enclosed): The DEVELOPER shall install 181 surface parking spaces and 121 garage parking spaces."

5.01(C)(vii) is amended by adding the following language: ", except to the extent that deviations are granted in the ordinance approving the Major Amendment to Planned Unit Development for PHASE THREE."

5.01(C)(ix) is amended by adding the following language: ", except to the extent that deviations are granted in the ordinance approving the Major Amendment to Planned Unit Development for PHASE THREE."

5.01(C)(xii): The PARTIES acknowledge and agree that the DEVELOPER has elected not to demolish the existing clubhouse, but rather, to renovate the existing clubhouse as more specifically described on Exhibit 4, attached hereto and incorporated herein. Such renovation work shall be done at the DEVELOPER'S own cost and shall not be eligible for reimbursement from the VILLAGE under Section 6.02.

5.01(C)(xiii): The PARTIES acknowledge and agree that the DEVELOPER has elected not to construct a new pool, but rather, shall renovate the existing pools as more specifically described on Exhibit 4, previously attached hereto. Such renovation work shall be done at the DEVELOPER'S own cost and shall not be eligible for reimbursement from the VILLAGE under Section 6.02.

5.01(C)(xiv) is hereby amended by deleting the phrase "the town homes" and substituting the following language: "the PROJECT".

5.01(C)(xviii) is hereby amended by deleting the date "December 31, 2015" and substituting the following language: "December 31, 2017".

In addition to the improvements described in Section 5.01(C), the DEVELOPER shall install the improvements described on Exhibit 4, previously attached hereto. Exhibit "D" of the ORIGINAL AGREEMENT and the definition of PROJECT are hereby amended accordingly.

To the extent there is any conflict between Section 5.01(C) of the ORIGINAL AGREEMENT and Exhibit 4, Exhibit 4 shall control.

(iv) Notwithstanding the completion date for PHASE THREE, the landscaping along the southern portion of the northern access drive (said access drive being described in Section 8.02 of the ORIGINAL AGREEMENT), other than that installed in the entrance feature, shall not be installed prior to the issuance of a final occupancy permit for the SENIOR HOUSING PARCEL. Once the final occupancy permit is issued, the remainder of the landscaping shall be installed no later than six (6) months from the date of the issuance of the final occupancy permit for the SENIOR HOUSING PARCEL.

Notwithstanding the foregoing, the DEVELOPER may, at its option, install temporary landscaping along said area (other than the entrance feature) provided that: (i) the Director of Community Development of the VILLAGE approves the landscaping plan for such temporary landscaping, and (ii) the DEVELOPER agrees to remove said landscaping within thirty (30) calendar days of a written request by the VILLAGE.

(v) 5.01(D) is hereby deleted in its entirety.

(vi) During the construction of PHASE THREE, the DEVELOPER shall maintain the SUBJECT REALTY in compliance with VILLAGE CODE, including, but not limited to the following:

- a. Grass and landscaping shall be maintained and kept in an orderly fashion, including cutting the grass and keeping the landscaping trimmed and neat and replacing dead or diseased plants, trees and bushes.
- b. Construction debris shall be stored in an orderly fashion so as not to cause a nuisance, i.e., contained within a dumpster, not out in the open or stored on a balcony.
- c. The parking lot shall be maintained in a safe and functional manner, including, but not limited to, filling potholes as they occur, keeping the striping legible and removing snow and ice as needed to keep the parking lot safe and passable for residents and emergency vehicles.
- d. Any area where construction is occurring that cannot meet the above-stated standards shall be completely fenced to maintain safety and shall, nonetheless, be maintained in a safe and orderly fashion.
- e. All stockpiling of construction supplies shall either be contained completely within a building or located in a fenced-in staging area. The location of all fenced areas shall be approved by the Community Development Department of the VILLAGE prior to the areas being fenced.

The interior of all building shall be maintained in a safe manner, keeping all exits open and passable and keeping the fire load danger to a minimum.

B. The description of the SENIOR HOUSING PARCEL (as described in Exhibit "G" of the ORIGINAL AGREEMENT) is amended as described on Exhibit 5 attached hereto and incorporated herein, so as to delete a portion of said parcel (the "DELETED AREA").

C. The SURVEY has revealed certain encroachments, including a water main and a sanitary sewer line that run east/west through the SENIOR HOUSING PARCEL that are unacceptable to the VILLAGE. The VILLAGE hereby requests, and the DEVELOPER hereby agrees that the DEVELOPER shall, at its sole cost, abandon the water main by closing the existing valve on Janes Avenue, cutting the existing main at the tee on Janes Avenue, mechanically capping the tee, removing all fire hydrants on the abandoned main and capping the main, closing all valves and filling all vaults on the existing main and capping all ends of the abandoned main. In addition, the DEVELOPER shall, at its sole cost, abandon said sanitary sewer line by plugging the existing sanitary sewer on the inside and outside of the existing manholes on Janes Avenue and at the east property line of the SENIOR HOUSING PARCEL and by filling the existing manhole at the east property line. The DEVELOPER shall, at its sole cost, construct new water mains and sanitary sewer lines to serve the existing and proposed improvements on the PINE RIDGE PARCEL in the DELETED AREA, and grant all necessary easements for said utilities. The DEVELOPER acknowledges and agrees that the VILLAGE'S Engineer, or his designee, is required to witness the work abandoning the water main and sanitary sewer line. The DEVELOPER shall give two (2) business days notice to the VILLAGE'S Engineer and shall not commence said work until the VILLAGE'S Engineer, or his designee, is on-site to witness said work.

Additional encroachments revealed by the SURVEY include additional utility lines for, among other things, electricity, gas and telecommunications (collectively, the "UTILITIES"), running east/west through the SENIOR HOUSING PARCEL, all of which are unacceptable to the VILLAGE. The VILLAGE hereby requests, and the DEVELOPER hereby agrees that the DEVELOPER shall, at its sole cost, relocate said UTILITIES to the southern access drive, in the easement area depicted on the Amended Final Plan and Plat of Planned Unit Development dated October 21, 2008 and revised through September 13, 2010 (the "AMENDED PLAN").

In addition, the AMENDED PLAN requires that the DEVELOPER do certain demolition work in the south parking lot and the north parking lot, as shown on said plat. Such work will be done at DEVELOPER'S own cost and shall not be subject to reimbursement from the VILLAGE.

The DEVELOPER shall disconnect all utility connections feeding the two (2) buildings on the SENIOR HOUSING PARCEL within thirty (30) calendar days after the CLOSING. The relocation and other remaining work described in this paragraph E. shall be completed by the DEVELOPER within six (6) months after the CLOSING. The DEVELOPER shall perform all of the work contemplated in this paragraph E. at its own expense, and none of the costs shall be eligible for reimbursement from the VILLAGE under Section 6.02. The VILLAGE shall allow the DEVELOPER access to the SENIOR HOUSING PARCEL in order to complete the work described in this paragraph and the DEVELOPER shall indemnify and hold the VILLAGE harmless from any and all costs, attorneys' fees, loss or damages resulting from the DEVELOPER'S entry upon the SENIOR HOUSING PARCEL. Prior to entering the SENIOR HOUSING PARCEL to perform such work, the DEVELOPER shall provide the VILLAGE evidence of commercial liability insurance in a minimum amount of \$1,000,000 combined single

limit per occurrence for bodily injury and property damage, with the VILLAGE named as an additional insured.

In order to secure the work described above, the DEVELOPER shall, at the CLOSING, deposit into an escrow established with the TITLE COMPANY the estimated cost of completing said work. The amount deposited shall be mutually agreed upon by the PARTIES. In the event the PARTIES are unable to agree on the amount of the escrow, each PARTY shall retain an engineer of its choosing and those engineers shall select a third engineer. The consensus of all three engineers relating to the amount to be deposited in escrow shall be binding on the PARTIES. Each PARTY shall bear its own costs relating to the retention of its engineer and the costs related to the third engineer shall be shared equally between the PARTIES.

The form of escrow agreement shall be mutually agreed upon by the PARTIES, but at a minimum shall provide that the funds shall be released to the VILLAGE if said work is not completed within six (6) months after CLOSING. If the DEVELOPER completes the work, the PARTIES shall sign off on the release of the escrow to the DEVELOPER within ten (10) business days after final inspection and approval by the VILLAGE. Sign-off by the VILLAGE may be authorized by the VILLAGE'S staff or its attorney.

D. Notwithstanding Section 7.02(B) of the ORIGINAL AGREEMENT, the CLOSING DATE for the conveyance of the SENIOR HOUSING PARCEL shall not occur until PHASE ONE has been completed, as evidenced by the letter of completion described in paragraph A. for all units contained within PHASE ONE.

E. The DEVELOPER shall grant a twenty foot (20') temporary construction easement along the entire western perimeter of the PINE RIDGE PARCEL that shall remain in effect until the issuance of a final occupancy permit is issued for the development on the SENIOR HOUSING PARCEL, all as shown on the AMENDED PLAN. The DEVELOPER acknowledges and agrees that the VILLAGE has the right to assign the temporary construction easement to the eventual developer of the SENIOR HOUSING PARCEL.

F. Section Nine is revised as follows: In the 3rd line, after "December 31, 2012", the following language is added: "(except for the landscaping along the southern portion of the access drive, as described in subsection B. above)".

G. Notwithstanding anything to the contrary contained herein, in the event the CLOSING does not occur within six (6) months after the approval of the Major Amendment to Planned Unit Development, the DEVELOPER, in addition to any other available right and remedy, shall have the right to lease the units in the two buildings located on the SENIOR HOUSING PARCEL, so long as said units comply with applicable VILLAGE CODE provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals
on the day and year first above written.


VILLAGE OF WOODRIDGE, an Illinois
municipal corporation,

By: 
Mayor

ATTEST:


Village Clerk

BCHPINDERIDGE, LLC, an Illinois limited
liability company,

By: 
Halar

BCHWESTWOOD, LLC, an Illinois
limited liability company,

By: 
Halar

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Murphy, Mayor of the Village of Woodridge, and Eileene Nystrom, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of October, 2010.

John Q Knight
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cameel Halim Manager of BHPINERIDGE, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of October, 2010.

John Q Knight
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Canad Halim, Manager of BCHWESTWOOD, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of October, 2010.

John Q Knight
Notary Public



SUBJECT REALTY

THE NORTH HALF OF THE SOUTH 120 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 13 ACRES THEREOF), IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT 1

FORM OF LETTER OF COMPLETION

BCHPINDERIDGE, LLC
8055 Janes Avenue
Woodridge, Illinois 60517
Attn: Mr. Cameel Halim

Dear Mr. Halim:

This letter serves as confirmation that the improvements listed on Exhibit 2 of the First Amendment to Development Agreement between BCHPINERIDGE, LLC and the Village of Woodridge have been completed.

Village of Woodridge

By: _____
Building Commissioner

Dated: _____

EXHIBIT 2

LIST OF WORK FOR LETTER OF COMPLETION FOR PHASE ONE

Scope of Work that is to be completed to receive a letter of completion for buildings 8013-8015, 8025-8027, 8061-8063, 8067-8069 and 8073-8075

Interior

- Updated electric throughout units/hallways/etc including, but not limited to plugs, switches, cover plates, etc.
- Washer and dryer hookup only
- New closet doors (in hallway, bathroom, bedrooms, living room, etc.)
- New front doors (must be fire rated)
- New Central air – ducts, registers, pipes but not the air handlers
- Fresh coat of paint in all rooms, hallways, ceilings, etc.
- Sprinkler all units and common areas
- New insulation in attics per Village Code
- New hardwood floors throughout (excluding kitchens/bathrooms/immediate entryways which may be ceramic tile)
- New Fireplaces
- Seal all penetrations in attics

Kitchens

- New cabinets
- New can lights
- New hardwood or ceramic tile floors
- New ceiling fans and overhead light fixtures in all adjacent dining areas

Bathrooms

- New vanity/cabinets
- New counter on vanity (all sides and elements matching)
- New sinks
- New fixtures (sink, tub, Jacuzzi tub, shower, etc.)
- New toilets
- New tub/showers
- New tub tiles or surround
- New tub/shower doors or curtain rods
- New can lighting
- New ceramic tile floors
- New exhaust fans

Bedrooms

- New flooring (hardwood)
- New closet lighting

Living Rooms

- New hardwood flooring

Common Hallways

- New interior lighting fixtures
- New emergency exit signage
- New stairway railings
- New flooring (tile)
- New fire doors (on interior hallways)
- New intercom system
- New mailboxes

EXHIBIT 3

LIST OF WORK FOR CERTIFICATE OF OCCUPANCY FOR PHASE ONE

Items to be completed after Letter of Completion is issued but prior to issuance of a Certificate Of Occupancy for Buildings 8013-8015, 8025-8027, 8061-8063, 8067-8069, 8073-8075

General

- New washer and dryer (in new laundry room)
- Air handlers
- New boiler (in common hallway, see below) or new furnace in units
- New or restored like new register covers and straighten hydronic fin tube elements or replace only if boiler is replaced.
- New fire alarm systems with radio connection
- New blinds on all windows and sliding doors

Kitchens

- New appliances (refrigerator, stove/oven, dishwasher, garbage disposal)
- New over-range microwaves
- New sinks
- New granite countertops
- New faucets and garbage disposals (where applicable)

Bedrooms

- New closet fixtures (shelving, rods, etc.)

Common Hallways

- Boilers older than 10 years must be replaced (if newer than 10 years furnish invoice to prove age) or separate furnaces in apartments
- Water heaters older than 5 years must be replaced (if newer than 5 years furnish invoice to prove age)
- Boiler rooms must be brought up to current Village Building and Mechanical Codes
- New security doors (exterior)
- New exterior lighting and receptacles at building entrances/exits
- New building entrances (including doors, glass around surrounding doors, etc.)

Exteriors

- Install support pillars or replace all cantilevered joists both interior and exterior that are damaged for all balconies
- Faceboards of balconies to be new or restored like new
- New balcony railings

- New sliding doors
- New windows (must meet 2009 Energy Code)
- New screens on all windows and sliding doors
- New exterior lighting and receptacles on patios and balconies where applicable
- All new patios/decks

EXHIBIT 4

LIST OF IMPROVEMENTS

List of improvements applies to all 123 units and buildings unless otherwise noted.

General

- Updated electric throughout units/hallways/etc including, but not limited to plugs, switches, cover plates, etc.
- New washer and dryer (in new laundry room)
- New closet doors (in hallway, bathroom, bedrooms, living room, etc.)
- New front doors (must be fire rated)
- Central air (includes new vents)
- New or restored like new register covers
- Straighten hydronic fin tube elements or replace if boiler is not replaced by individual furnaces in the units
- Fresh coat of paint in all rooms, hallways, ceilings, etc.
- Sprinkler all units and common areas
- New insulation in attics per Village Code
- New fire alarm systems with radio connection
- New hardwood floors throughout (excluding kitchens/bathrooms/immediate entryways which may be ceramic tile)
- New blinds on all windows and sliding doors
- Seal all penetration in attics.

Kitchens

- New appliances (refrigerator, stove/oven, dishwasher, garbage disposal)
- New oven-range microwave in Phase One units
- New sinks
- New granite countertops
- New fixtures (e.g. faucets)
- New cabinets (all sides and elements matching)
- New can lights
- New hardwood or ceramic tile floors
- New ceiling fans and overhead light fixtures in all adjacent dining areas

Bathrooms

- New vanity/cabinets
- New counter on vanity (all sides and elements matching)
- New sink
- New fixtures (sink, tub, shower, etc.)
- New toilets

- New tub/shower
- New tub surround or tiles
- New tub/shower doors or curtain rods
- New can lighting
- New ceramic tile floors
- New exhaust fan

Bedrooms

- New flooring (hardwood)
- New closet fixtures (shelving, rods, etc.)
- New closet lighting

Living Rooms

- New hardwood flooring
- New fireplaces in all Phase One units

Common Hallways

- New interior lighting fixtures
- New emergency exit signage
- New stairway railings
- New flooring (tile)
- New fire doors (on interior hallways)
- Boiler rooms must be brought up to current building and mechanical code
- Boiler rooms older than 10 years must be replaced or furnaces installed in each unit*
- Water heaters older than 5 years must be replaced*
- New intercom system
- New mailboxes

Exteriors

- Install support pillars or replace all cantilevered joists both interior and exterior that are damaged for all balconies
- Faceboards of balconies to be new or restored like new
- New balcony railings
- New windows (must meet 2009 Energy Code)*
- New sliding doors*
- New security doors (exterior)
- New exterior lighting and receptacles on patios and balconies where applicable
- New exterior lighting and receptacles at building entrances/exits
- New building entrances (including doors, glass around surrounding doors, etc.)
- All new patios/decks
- Remove roof hatches and re-roof over opening
- New roofs (as required under Section 5.01(C))

- Complete all needed roof repairs
- New screens on all windows and sliding doors
- New or restored like new gutters and downspouts
- New stoops and sidewalks (front and back) that are ADA compliant (one entrance per building section)
- Restore pools, including, but not limited to:*
 - Remove and replace existing concrete deck
 - Re-plaster and reline existing pools with appropriate materials
 - Replace all pool equipment with new equipment
 - Inspect and replace pipes
 - Replace pool fencing with new wrought iron fencing

Clubhouse*

- Remove old roof and repair decking as required by Building Commissioner
- Install new roof
- Replace all windows and doors with new ones that comply with 2009 Energy Code
- Install new lighting
- Install new bathroom furnishings including:
 - Cabinets
 - Water closets and urinals
 - Flooring
 - Sinks
 - All fixtures
- Install new kitchen furnishings including:
 - Cabinets
 - Countertops
 - Appliances
 - All fixtures
 - Flooring
 - Sinks
- Install new air conditioning
- Install new fire sprinkler system
- Install new flooring throughout building (either hardwood or ceramic tile)
- Repair and paint all walls

* Indicates work that is new under the FIRST AMENDMENT. Notwithstanding any language in Section 6.02 to the contrary, these costs are not eligible for reimbursement from the VILLAGE.

EXHIBIT 5

REVISED SENIOR HOUSING PARCEL LEGAL DESCRIPTION

Lot 1

That part of the North Half of the South 120 rods of the West Half of the Northeast Quarter of Section 36, Township 38 North, Range 10, East of the Third Principal Meridian (except the North 13 Acres thereof) described as follows:

Beginning at a point on the South line of the North Half of the South 120 rods aforesaid at a point 40 feet east of the West line of said Northeast Quarter; thence North 01 degrees, 01 minutes, 41 seconds East, along a line 40 feet East of and parallel with said West line of the Northeast Quarter, 431.27 feet; thence South 89 degrees, 20 minutes, 56 seconds East, 70.00 feet; thence North 00 degrees, 39 minutes, 04 seconds East, 60.00 feet; thence South 89 degrees, 20 minutes, 56 seconds East, 93.73 feet; thence North 63 degrees, 26 minutes, 01 seconds West, 61.22 feet; thence South 89 degrees, 20 minutes, 56 seconds East, 83.00 feet; thence South 00 degrees, 19 minutes, 19 seconds West, 519.27 feet to the South line of the North Half of the South 120 rods aforesaid; Thence North 89 degrees, 20 minutes, 56 seconds West, 307.00 feet to the point of beginning, in Dupage County, Illinois.