



**AGENDA
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
COUNCIL CHAMBERS
109 EAST OLIVE STREET
BLOOMINGTON, IL
WEDNESDAY, FEBRUARY 10, 2021 4:00 P.M.
THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live**

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Members of the public may also attend the meeting at City Hall. Attendance will be limited to 10 people including staff and Board/Commission members and will require compliance with City Hall COVID-19 protocols and social distancing. Participants and attendees are encouraged to attend remotely. The rules for participation and physical attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak live must register at <https://www.cityblm.org/register> prior to the meeting.

4. MINUTES Review and action on the minutes of the January 27, 2021 regular Bloomington Planning Commission meeting.

5. REGULAR AGENDA

Note, due to COVID-19 social distancing considerations, this meeting is held virtually. Those wishing to testify or comment remotely regarding a public hearing listed below must register at <https://www.cityblm.org/register> at least 15 minutes prior to the start of the meeting.

- A.** Z-03-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction (919 W. Mulberry Bloomington, IL 61701), requesting a zoning map amendment for 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road and north of Fuller Ct from R-1C Single-Family Residential District to R-4, Manufactured Home Park

- B.** PS-01-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction, requesting approval of a preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road, and north of Fuller Ct.

6. OLD BUSINESS

7. NEW BUSINESS

A. General Discussion on the Veterans Parkway Alternate Configurations

i. **Project Website:** [Veterans Parkway Outreach](#)

8. ADJOURNMENT



DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF
BLOOMINGTON, ILLINOIS
REGULAR MEETING
COUNCIL CHAMBERS
109 EAST OLIVE STREET
BLOOMINGTON, IL
WEDNESDAY, JANUARY 27, 2021 4:00 P.M.
THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live**

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Physical attendance is prohibited in compliance with City Hall COVID-19 protocols and social distancing. The rules for participation and physical attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Assistant Director Kimberly Smith, and Chairperson Megan Headean **in-person in City Hall's Council Chambers at 4:00 p.m.**, Wednesday, January 27, 2021. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Headean.

ROLL CALL

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Present
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Present

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, JANUARY 27, 2021**

Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Kimberly Smith	Assistant Economic & Community Development Director	Present
Ms. Caitlin Kelly	Assistant City Planner	Present

COVID-19

Chairperson Headean explained that this meeting was held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting. City Hall was closed to the public.

PUBLIC COMMENT

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak live must register at <https://www.cityblm.org/register> prior to the meeting.

No public comment provided.

MINUTES

Mr. Stanczak made a motion to approve the minutes of the **January 13, 2021** meeting. Ms. Montney seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

REGULAR AGENDA

Note, due to COVID-19 social distancing considerations, this meeting is held virtually. Those wishing to testify or comment remotely regarding a public hearing listed below must register at <https://www.cityblm.org/register> at least 15 minutes prior to the start of the meeting.

- A. Z-02-21 Public hearing, review, and action on a petition submitted by Michael R. Gudat, owner of March 2V Manager, LLC and Bloomington Portfolio, LLC requesting a zoning map amendment for a portion of the

property identified as PIN: 21-16-126-040 from B-1, General Commercial District, to R-3B, Multiple-Family Residence District.

Chairperson Headean called for the staff report. Ms. Kelly stated that staff recommended in favor of the requested zoning map amendment.

Ms. Kelly explained that the subject parcel is part of the Oak Creek Crossing apartment complex, and the only part that is zoned B-1 rather than R-3B. She described the surrounding zoning classifications, including commercial zoning and uses to the north and south, a mix of residential zoning to the west, and commercial and **R-4 zoning to the east. With regard to the Comprehensive Plan's Future Land Use** map, she stated that the subject area is classified as a mix of high- and medium-density residential, which R-3B zoning would be consistent with.

Ms. Kelly added that the majority of findings of fact were met for the requested rezoning, mentioning that, were any of the seven multi-family residential structures on the subject parcel to be destroyed, they could not be rebuilt under their present commercial zoning due to their existing nonconforming use status.

No public testimony was offered.

Mr. Boyd motioned to approve the findings of fact as presented by staff. Mr. Krieger seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd—Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

Mr. Boyd motioned to approve the request for rezoning. Mr. Muehleck seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Mr. Boyd—Yes, Ms. McCann - Yes, Chairperson Headean - Yes. (9-0-0)

OLD BUSINESS
No items.

NEW BUSINESS

No items.

ADJOURNMENT

Mr. Muehleck motioned to adjourn. The motion was seconded. The meeting was adjourned at 4:13 PM.

**CITY OF BLOOMINGTON
REPORT FOR THE
PLANNING COMMISSION
February 10, 2021**

CASE NUMBER:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
Z-03-21	10.54 acres commonly located along south Beich Road and north of Fuller Ct	Rezone	Katie Simpson, City Planner
PETITIONER'S REQUEST:	Rezone the subject property from R-1C Single Family Residential District to R-4, Manufactured Home Park District		
<i>Staff finds that the petition meets Zoning Ordinance's map amendment guidelines for the R-4, Manufactured Home Park District</i>			

STAFF RECOMMENDATION:

Staff recommends the Planning Commission take the following actions/pass the following motions:

- 1) Motion to establish a finding of fact that the proposed map amendment is in the public interest and not solely for the interest of the applicant, using the standards and objectives of the Division 44 17-6E2

- 2) Motion to recommend Council approve of the rezoning of 10.54 acres commonly located along south Beich Road and north of Fuller Ct from R-1C, Single Family Residential District to R-4 Manufactured Home Park District.



Figure 1: Zoning map of subject property (outlined in black), 10.54 acres.

NOTICE

The application has been filed in conformance with applicable procedural requirements. Public notice was published in *The Pantagraph* on Monday, January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property and a large metal sign was placed on the property.

GENERAL INFORMATION

Owner: Habitat for Humanity

Applicant: RJV Properties (contract to purchase)

PROPERTY INFORMATION

Existing Zoning: R-1C, Single Family Residential District

Existing Land Use: Vacant

Property size: 10.54 acres

PIN: 21-19-201-014; 21-19-201-015; 21-19-201-016

SURROUNDING ZONING AND LAND USES

Zoning

North: R-2, Mixed Residence District

South: R-1C, Single Family Residential District

South: R-1H, Single-family Manufactured Home Residence District

South: R-4, Manufactured Home Park District

West: M-1, Restricted Manufacturing

East: Agriculture (Unincorporated)

Land Uses

North: Single-family homes (31 units, 5.4 acres)

South: Single-family homes (30 units, 6 acres)

South: Vacant (15 acres) and Single-family homes (67 units, 13 acres)

South: Manufactured home park (30 units, 8 acres)

West: Vacant

East: Vacant

ANALYSIS

This report is based on the following documents, which are on file with the Economic & Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

PROJECT DESCRIPTION

Background: The subject property is located toward the southwest side of the city of Bloomington's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55, and bounded on the west by the Union Pacific Railroad. The property is approximately 10.54 acres currently zoned R-1C, Single-Family Residential district. The subject property is vacant and undeveloped. The subject property was included in a 1999 annexation agreement and was originally intended to be developed with manufacturing, high

density multi-family housing, and manufacturing home parks. In 2004, the subject property and surrounding acreage were rezoned from M-1, R-3B, and R-4 to R-2 (6 acres), R-1C (10 acres) and R-1H (15 acres). The subject property, and southern Fuller Court Subdivision were intended to be developed in partnership between Habitat for Humanity, Tournquest Family Foundation and the City of Bloomington. The R-1C portion of land was deeded to Habitat for Humanity and intended to be improved with stick-built, single-family homes. The R-1C District allows for up to 8 units per acre. However, the property has remained vacant and undeveloped. Although infrastructure was previously contemplated, it was never installed on the subject property.

The Bloomington Zoning Ordinance differentiates between R-1C, Single-Family Residential District, R-1H, Manufactured Home Residential District, and R-4 Manufactured Home Park. The differentiating factors are construction methods and foundations. The R-1C and R-1H Districts encourage single-family homes on permanent foundations and single lots. The R-1H District allows for installation of manufactured and/or prefabricated housing, while the R-1C District only allows for stick-built housing constructed on-site. The R-4 District contemplates manufactured housing on permanent foundations, (as allowed in R-1H) and mobile homes on stands. The R-4 district also allows for housing clustered in a park-like setting with a private interior street system, water distribution system and sewage system. All homes must meet the requirements of the Federal Manufactured Housing and Construction and Safety Standards Act of 1974. Mobile home parks are also inspected by the city's Mobile Home Inspector. Like the R-1C and R-1H Districts, the R-4 District prohibits long-term storage and use of of campers and recreational vehicles.

Project Description:

The applicant is interested in buying the subject property and developing the land with a manufactured home park. The applicant is requesting a map amendment to rezone the land from R-1C Single-Family Residential District to R-4, Manufactured Home Park District. The R-4 District allows for clusters of manufactured homes on a single lot. The District has a minimum lot size of 4,100 and density of approximately 10 units per acre. The subject property is served by a 12" watermain and is accessed from Beich Road, a minor arterial road. The constitution trail extends adjacent to Beich Road and, once complete, will connect to Shirley, IL. The subject property is located within the Unit 5 School District and is served by Pepper Ridge Elementary School, Evans Junior High School, and Normal Community West High School.

PURPOSE AND INTENT

R-1C Single-Family Residence District. The R-1C Residence District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization.

R-4 Manufactured Home Park District. The R-4 Manufactured Home Park District is intended to provide for the establishment of manufactured home parks wherein manufactured home stands or pads are provided in a safe, sanitary, and economical manner in conformance with the Manufactured Home Park Ordinance, Chapter **43** of the Bloomington City Code, 1960, as amended.

Link to Comprehensive Plan:

The Comprehensive Plan's Future Land Use map identifies the subject property as medium-density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan:

H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington.

H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

Link to other planning documents:

According to the Bloomington Fiscal Impact analysis completed in 2013, approximately, 4.8% of the Bloomington's population currently live in manufactured home parks¹. The city has 1,050 manufactured home units established before 2005. 587 units were established between 2005 and 2010, and 317 units between 2011 and 2013. In general, newer residential development yield a negative fiscal impact for the city. Newer mobile home and manufactured home park also yield a negative fiscal impact to the city. However, improving the quality of housing can have other positive impacts on the quality of life of residents.

In 2017, The McLean County Regional Planning Commission conducted a regional housing needs assessment for Bloomington, Normal, and the unincorporated area of the county. The assessment², which is available online, identifies the need for smaller housing units to serve shrinking household sizes, aging populations, and households with fewer children (pg. 31). In McLean County, 61.8% percent of units are detached single-family homes. 4.5% are single family attached units, while 6.0% have 3 to 4 units. 4.2% of the units in McLean County are mobile homes. The existing housing stock is aging, and the assessment expresses concerns from social service providers regarding the condition of housing, particularly for renter populations (pg. 34). The assessment identifies an abundance of single-family, detached housing in McLean County and suggests that the supply outweighs demand. The assessment identifies the highest demand for diverse housing options that serve smaller families and is available and accessible by families of varying incomes.

FINDINGS OF FACT

The Zoning Ordinance has "*Zoning Map Amendment Guidelines*" and states, "*In making its legislative determination to zone or rezone property, the Planning Commission and City*

¹ https://mcplan.org/file/638/2013%20Fiscal%20Impact%20Study_City%20of%20Bloomington.pdf

² https://mcplan.org/file/493/2017_BN%20Home_Regional%20Housing%20Study_FINAL.pdf

Council may apply the following guidelines to the proposal under consideration:

1. *The suitability of the subject property for uses authorized by the existing zoning;* The subject property was rezoned from R-4 to the existing zoning classification, R-1C Single Family Residential District in 2004. The R-1C District allows for stick-built single-family homes of up to eight units per acre. The Comprehensive Plan identifies this area as medium-density residential (8-20 units per acre). **The standard is not met.**
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* The property has been vacant since annexation. It has also been vacant since being rezoned to R-1C in 2004. **The standard is met.**
3. *The suitability of the subject property for uses authorized by the proposed zoning;* The subject property has adequate access to recreational facilities and utilities. The surrounding residential area is improved with manufactured, stick-built, and mobile homes. The subject property is located near NuWay Transportation Center and Ferrero Candy manufacturing facilities and could provide housing for employees. **The standard is met.**
4. *The existing land uses and zoning of nearby property;* The property is contiguous with other high- and medium-density and mixed-use residential neighborhoods, including another manufactured home park to the south. **The standard is met.**
5. *Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* The subject property's proposed use would help broaden the range of attainable housing available in Bloomington, and diversify Bloomington's housing stock—a goal of the Comprehensive Plan. **The standard is met.**
6. *The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* Beich Road is a minor arterial road. The site is also served by the Constitution Trail. Interior streets will be needed to develop the full 10-acres. All streets would be approved by the Bloomington Engineering Division. **The standard is met.**
7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;* The site was originally contemplated with higher-density housing. The proposed housing is medium-density, 10 units per acre, and consistent with the Future Land Use map in the Comprehensive Plan. Additional storm water management would be required for redevelopment, and reviewed by the City Engineering Division. **The standard is met.**
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can*

be reasonable supplied to serve the uses permitted in the proposed zoning classification; Existing neighborhoods in the area have already established fire and police services, and the property lies within the Pepper Ridge School District. City water and sewer mains are available, accessed by Beich Road. Most manufactured home parks have an internal water and sewer system maintained by the park. **The standard is met.**

9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in 17-1 herein;* The purpose of 17-1 is to promote orderly development, ensure development with the Comprehensive Plan, and ensure compliance with the zoning ordinance. The proposed amendment aligns with the proposed density identified in the Comprehensive Plan. Also, given that the majority of housing in Bloomington is single-family detached homes, the proposed zoning promotes an alternative housing option, further promoting the goal of the Comprehensive Plan to diversify the housing stock. **The standard is met.**
10. *The extent to which property values are diminished by the particular zoning restriction;* The existing zoning classification allows for stick-built single family and two-family homes. The property has remained undeveloped since annexation in 1999. The map amendment will encourage investment in the vacant and underutilized land. **The standard is met.**
11. *The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public;* The proposed map amendment promotes the goals of the Comprehensive Plan, including diversifying Bloomington's housing stock and providing safe, quality housing options for residents. **The standard is met.**
12. *Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it;* The Comprehensive Plan contemplates the subject property as medium-density residential. The proposed district, R-4, permits up to 10 units per acre and is consistent with the medium density recognized in the Comprehensive Plan. **The standard is met.**
13. *And whether the City needs the proposed use;* The Bloomington Comprehensive Plan identifies the need for infill development and diverse housing types. **The standard is met.**

STAFF RECOMMENDATION: Staff finds the application meets the standards for a map amendment and recommends that the Planning Commission find in favor of the zoning map amendment.

Staff recommends the Planning Commission take the following actions/pass the following motions:

- 1) Motion to establish a finding of fact that the proposed map amendment is in the public interest and not solely for the interest of the applicant, using the standards and objectives of the Division 44 17-6E2

- 2) Motion to recommend Council approve of the rezoning of 0.54 acres commonly located along south Beich Road and north of Fuller Ct from R-1C, Single Family Residential District to R-4 Manufactured Home Park District.

Respectfully submitted,
Katie Simpson, City Planner

Attachments:

- Draft Ordinance
- Petition for Zoning Map Amendment
- List of Permitted Uses in the R-1C and R-4 Districts
- Definitions *M Section*
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice with Map and Notification Mailing List

DRAFT

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY COMMONLY LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER CT, APPROXIMATELY 10.54 ACRES, FROM R-1C SINGLE FAMILY RESIDENTIAL DISTRICT TO R-4 MANUFACTURED HOME PARK DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from R-1C Single Family Residence District to R-4 Manufactured Home Park District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the application, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-4 Manufactured Home Park District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the Council hereby adopt the findings of fact made by the Planning Commission.
3. That the petition requesting to rezone the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from R-1C Single Family Residence District to R-4 Manufactured Home Park District is hereby approved.

4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this _____ day of February 2021.

APPROVED this _____ day of February 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-0?"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°- 05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

Now comes **Robert Vericella/RJV Property LLC** ,
hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises; **Under contract to purchase pending zoning change we are able to file.**

2. That said premises legally described in Exhibit "A" presently has a zoning classification of **R-1C** under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare; **Existing zoning is not supportive of new development.**

4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the **R-4** zoning district classification;

5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and **same zoning exists to the South of this property. See attached zoning map.**

6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises. **Rezoning is in public interest and public benefit to increase affordable housing options.**

Exhibit A

Legal Description of Subject Premises

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

FINDINGS OF FACT

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” Please answer the following:

1. *The suitability of the subject property for uses authorized by the existing zoning*
Current zoning is R-1C and does not allow intended use.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area*
The property has been on the market several years and is vacant, currently it has never been developed. The property is overgrown and not maintained.
3. *The suitability of the subject property for uses authorized by the proposed zoning*
PUD – Manufactured Home Development/Affordable Housing
4. *The existing land uses and zoning of nearby property*
See zoning map... Prairie Place is R-4 (same zoning as request), North of Prairie Place is owned by Stark Management high density residential, R-1H zoning
5. *Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application*
The project and land purchase are contingent upon approval.
6. *The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification*
The development will have new roads, sewer, water, and utilities. The adjacent road is RT66 with adequate infrastructure that is existing.
7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area*
The development will have a new storm sewer system, new detention, and comply with code.
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonable supplied to serve the uses permitted in the proposed zoning classification*
All city water, city sewer, power and gas are adequate and are along the East border of the site. The site will have new fire protection and hydrants.
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set for in § 44-1701*

The development will meet the need and demand for affordable housing while offering a new safe neighborhood for people to live.

10. The extent to which property values are diminished by the particular zoning restriction

Property values will increase due to a new development and due to the property being currently vacant.

11. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public

The site is currently vacant, overgrown land that has little value to neighboring properties and tax base.

12. Whether a comprehensive plan for land use and development exists, and whether the ordinance is in harmony with it

Please see preliminary development plan and site plan.

13. Whether the City needs the proposed use

There is a large demand for new affordable house. Bloomington/Normal has a large gap from low income housing to a house that is in good quality that the average working person can afford. See development plan and project description.

PLEASE SUBMIT TO THE CITY OF BLOOMINGTON – PLANNING DIVISION ALONG WITH THE MAP AMENDMENT PETITION

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

Refer to Article XVI, Definitions, for clarity on the uses listed.

A. Land uses. Uses are allowed in the Residential Districts in accordance with Table 402A. The following key is to be used in conjunction with the Use Table.

- (1) Permitted uses. A "P" indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Ordinance.
- (2) Special uses. An "S" indicates that a use is permitted, though its approval requires review by the City Council as required in Article XVII, subject to compliance with all other requirements of this Code and contingent upon conditions of approval which may be imposed by the City.
- (3) Uses not permitted. A blank space or the absence of the use from the table indicates that the use is not permitted within that district.
- (4) Use regulations. Many allowed uses, whether permitted by right or as a Special Use, are subject to compliance with Article XVII.
- (5) Unlisted uses. If an application is submitted for a use not listed, the Zoning Enforcement Officer shall make a determination as to the proper zoning district and use classification for the new or unlisted use. If no permitted or special use is similar in character, intensity, and operations to that of the proposed use, a text amendment may be initiated pursuant to Article XVII to establish parameters for permitting such use within the City of Bloomington.

B. Allowed Uses Table.

Table 402A: Residential Districts - Permitted and Special Uses									
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	Reference
Agricultural									
Apiary/Bee Keeping	P	P	P	P	P	P	P	P	§ 44-1005
Chicken Keeping	S	S	S	S	S	S	S	S	§ 44-1011
Urban Agriculture						S	S		
Urban Garden			P	P	P	P	P	P	
RESIDENTIAL									

Table 402A: Residential Districts - Permitted and Special Uses									
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	Reference
Household Living									
Dwelling Unit, Single-Family	P	P	P	P	P	P	P		
Dwelling Unit, Single-Family Attached					S	P	P		
Dwelling Unit, Two-Family			S	S	P	P	P		
Dwelling Unit, Multiple-Family					S	P	P		
Manufactured Homes				P				P	
Mobile Homes								P	
Dwelling Unit, Accessory									
Live/Work Unit							S		
Group Living									
Agency Supervised Homes			P	P		S	S		§ 44-1019
Agency-Operated Family Homes	P	P	P	P	P	P	P		§ 44-1019
Agency-Operated Group Homes					S	P	P		§ 44-1019
Convents, Monasteries					S	S	P		§ 44-1019
Dormitories					S	S	P		§ 44-1019
Group Homes for Parolees	S	S	S	S	S	S	S	S	§ 44-1019
INSTITUTIONAL									
Education									
Pre-schools	S	S	S		S	S	S	S	
Government									
Government Services and Facilities	P	P	P		P	P	P	P	
Police Stations, Fire Stations	P	P	P		P	P	P	P	
Religious									
Place of Worship	S ¹	S ¹	S ¹	S ¹	S ¹	S ¹	S ¹	S ¹	
Cemetery and Columbarium	S	S	S	S	S	S	S	S	§ 44-1010
Residential-Type									
Domestic Violence Shelter					P	P	P		

Table 402A: Residential Districts - Permitted and Special Uses									
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	Reference
Home for the Aged						S	S		§ 44-1019
Other Institutional, Cultural									
Clubs and Lodges							S		
Food Pantry							S		§ 44-1018
RECREATIONAL									
Country Clubs, Golf Clubs, Golf Courses	S	S	S	S	S	S	S	S	§ 44-1012
Community Center						S	S	S	§ 44-1013
Parks and Recreation Facilities	P	P	P	P	P	P	P	P	
Swimming Clubs						S	S	S	
Swimming Pools, Community	S	S	S	S	S	S	S	S	§ 44-1032
COMMERCIAL									
Entertainment and Hospitality									
Sports and Fitness Establishments						S	S	S	§ 44-1013
Lodging									
Bed-and-breakfast Establishments						S	S		§ 44-1007
Boarding and Rooming Houses					S	S	P		§ 44-1019
Offices									
Medical or Dental Office or Clinic							S		§ 44-1024
Medical Laboratory							S		
Personal Services									
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.							S ²	S ²	
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.							S ²	S ²	
Day-care centers	S	S	S	S	S	S	S	S	

Table 402A: Residential Districts - Permitted and Special Uses									
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	Reference
Retail and Service									
Drug Stores and Pharmacies							S ²	S ²	
Grocery Stores, Supermarkets							S ²	S ²	
INDUSTRIAL									
Utilities									
Public or Private Utility Facility, Minor	P	P	P		P	P	P	P	
Private Solar Energy Conversion Facilities	P	P	P		P	P	P	P	§ 44-1031
Wireless Communication Facilities	S	S	S		S	S	S	S	§ 44-1037

Notes:

1. Maximum permitted height is 45 feet or three stories, whichever is lower.
2. The use shall be located within a building containing multiple-family or office uses in the R-3B District and shall not be permitted within a Mobile Home or Dwelling Unit in the R-4 District. The maximum permitted floor area is 1,600 square feet for Clothing Care; 1,000 square feet for Personal Care or 5,000 square feet for Drug Stores, Pharmacies, and Grocery Stores

*City of Bloomington, IL
Wednesday, February 3, 2021*

Chapter 44. Zoning

Article XVI. Definitions

§ 44-1614. [Ch. 44, 16-14] Definitions "M."

The following words and terms wherever they occur in this Code shall be interpreted as herein defined:

MAJOR STREET

A public right-of-way with as high degree of continuity which provides for the through traffic movement around and across the City, as designated in the Official Comprehensive Plan.

MAJOR STREET PLAN

The major street and highway plan for the City of Bloomington, Illinois approved by the City Council as part of the Official Comprehensive Plan.

MANUFACTURED AND MOBILE HOME SALES

An establishment primarily dedicated to the sale of manufactured and mobile homes in an open-air or enclosed environment.

MANUFACTURED HOME

A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes plumbing, heating, air conditioning, and electrical systems contained therein. This structure shall meet the requirements of the Federal Manufactured Housing and Construction and Safety Standards Act of 1974, effective June 15, 1976 (24 CFR 3280).

MANUFACTURED HOME LOT

A parcel of land for the placement of one manufactured home which is designated for the exclusive use of the occupant.

MANUFACTURED HOME PARK (MOBILE HOME PARK)

A parcel of land which has been developed for the placement of two or more manufactured homes or mobile homes and is owned by an individual, firm, trust, partnership, public or private association or corporation.

MANUFACTURED HOME/MOBILE HOME STAND (PAD)

That part of a manufactured home lot or mobile home lot which has been reserved for the placement of one manufactured home or mobile home with accessory structures.

MANUFACTURING, PRIMARY

Establishments engaged in the initial processing or treatment of raw material or manufacturing of products that require additional processing, fabrication, or assembly for ultimate use by the consumer.

MANUFACTURING, SECONDARY

Establishments engaged in the manufacture and/or assembly of product parts or components for final use or consumption. This usually involves the secondary processing, fabrication, or assembly of semi-finished products from a primary manufacturing industry.

MARINA

A facility for secure mooring of boats, including facilities for storage and repair of boats and sale of boating supplies and fuel, for use by the owner or resident of the lot, and those other than the owner or resident of the lot, upon which the facility is located.

MARINE CRAFT STORAGE

See "marina."

MASSAGE THERAPY STUDIO

An establishment offering massage therapy and/or body work by a massage therapist, licensed by the City under Chapter **22**, Article **X**, of the Bloomington City Code, 1960, as amended, or under the direct supervision of a licensed physician.

MEDIA

Anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape or videotape production, or pictorial representation, or any electrical or electronic reproduction of anything that is or may be used as a means of communication. Media includes but shall not necessarily be limited to books, newspapers, magazines, movies, videos, sound recordings, cd-roms, digital video disks, other magnetic media, and undeveloped pictures.

MEDIA SHOP

A general term, identifying a category of business that may include sexually oriented material but that is not subject to the special provisions applicable to adult media shops. In that context, media shop means a retail outlet offering media for sale or rent, for consumption off the premises provided that any outlet meeting the definition of "adult media shop" shall be treated as an adult media store. (See special conditions in Section 6-30(16) and Appendix "C" (16) of this Code for media shops in which adult media constitute less than 10% of the stock-in-trade or occupy less than 10% of the floor area.

MEDICAL LABORATORY

See "laboratory."

MEDICAL MARIJUANA DISPENSING ORGANIZATION

An establishment where marijuana is sold for medical purposes to qualified patients or their caregivers, parents or legal guardian(s) if applicable.

MEDICAL OR DENTAL OFFICE OR CLINIC

A building used exclusively by physicians, dentists, and similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no overnight patients shall be kept on the premises.

MENTAL HEALTH FACILITY

Any licensed private hospital, institution or facility or sections thereof, operated by the State of Illinois or a political subdivision thereof for the treatment of persons who are mentally ill and includes all hospitals, institutions, clinics, evaluation facilities, and mental health centers which provide treatment for such persons.

MILITARY BASE, DEPOT, COMMUNICATION FACILITY

Military facilities of the federal and state governments.

MINI WAREHOUSE

A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses and the storage of household and personal property with no commercial transactions permitted other than the rental of said compartments.

MINIATURE GOLF COURSE

A novelty version of golf played with a putter and a golf ball on a miniature course, typically with artificial playing surfaces, and including obstacles such as bridges and tunnels.

MINOR STREET

A street of limited continuity. Its primary purpose is to serve abutting properties.

MOBILE FOOD AND BEVERAGE VENDOR

A self-contained food service operation, licensed by the McLean County Health Department and located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display, or serve food intended for individual portion service.

MOBILE HOME

A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes plumbing, heating, air conditioning, and electrical systems contained therein and manufactured prior to June 15, 1976.

MODULAR UNIT

A building constructed on-site in accordance with Chapter **10** of the Bloomington City Code, 1960, as amended, and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

MONASTERY

See "convent."

MOTEL (MOTOR HOTEL)

See "hotel."

MOTION PICTURE THEATER

An indoor business establishment in which motion pictures, slides or similar photographic reproductions are shown as the principal use of the premises or are shown as an adjunct to some other business activity which is conducted on the premises and constitutes a major attraction; and wherein fees of any kind are charged; and wherein such motion pictures, slides or similar photographic reproductions are shown on a regular basis; but excludes therefrom school or public auditoriums used for generally noncommercial purposes on an infrequent basis and excludes therefrom "adult motion-picture theaters" as defined herein.

MOTOR VEHICLE

Any self-propelled vehicle designed primarily for transportation of persons or goods.

MOTOR VEHICLE STORAGE

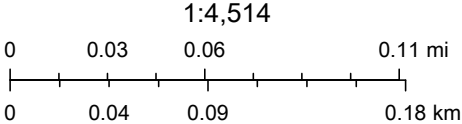
A parking lot type facility or building for the orderly storage of operable/registered motor vehicles intended to be sold (car dealerships), leased (car rental service), preserved (antique car storage) or stored (RV and boat storage area as incidental use in a subdivision).

MUSEUM

Saddle Creek Aerial Map



1/29/2021, 10:28:00 AM

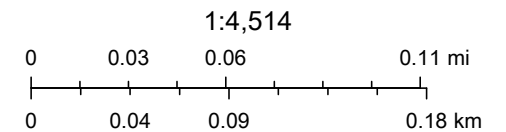


City of Bloomington, McGIS-McLean County GIS, Esri, HERE, Garmin,

Saddle Creek Zoning Map



1/29/2021, 10:26:53 AM



City of Bloomington, McGIS-McLean County GIS, Esri, HERE, Garmin,

Public Notice:
NOTICE OF PROPOSED CHANGE IN SCHEDULE

To Patrons of Northern Illinois Gas Company d/b/a Nicor Gas Company

Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas" or "Company") hereby gives notice to the public that on January 14, 2021, it filed with, and there is now pending before, the Illinois Commerce Commission (the "Commission") proposed changes in rates, charges, and terms and conditions for natural gas service throughout its service territory, as provided for in the Public Utilities Act, 220 ILCS Act 5 (the "Act"). Said changes involve an update of the charges applicable to Nicor Gas' natural gas sales and transportation services and of certain other charges established in Nicor Gas' rates, a proposed rider applicable to convenience payment fees, and modifications and additions to other tariffs and terms and conditions of service.

The proposed percent changes in rates for each principal type of rate classification are as follows. The percent changes are calculated based on the total revenues collected from customers in each rate classification, exclusive of taxes, but including the cost of purchased gas and other charges.

Rate Classification	Percent Change
Rate 1 - Residential Service	10.0%
Non-residential Rates	
Rate 4 - General Service	8.5%
Rate 5 - Seasonal Use Service	2.7%
Rate 6 - Large General Service	0.0%
Rate 74 - General Transportation	2.3%
Rate 75 - Seasonal Use Transportation	3.0%
Rate 76 - Large General Transportation	3.7%
Rate 77 - Large Volume Transportation	2.6%

The following table shows the estimated average monthly consumption for small, medium and large Rate 1-Residential Sales customers. The table shows present and proposed costs excluding taxes, but including estimated purchased gas costs and other charges, as well as changes in costs in dollar amounts and in percentage:

Consumption	Rates	Amount	Percentage
10 Therms	\$ 25.71	\$ 31.18	5.47
100 Therms	\$ 66.96	\$ 72.40	5.44
200 Therms	\$ 112.80	\$ 118.21	5.41

Customers should be advised that the Commission may alter or amend the proposed rates, terms and conditions contained in these new tariff sheet revisions after hearings held pursuant to the Act and 83 Illinois Administrative Code Part 200, and may increase or decrease certain individual rates in amounts other than those proposed by the Company.

All parties interested in this matter may obtain information with respect thereto either directly from this Company or the Commission's website at www.icc.illinois.gov or by addressing the Chief Clerk of the Commission, 527 East Capitol Avenue, Springfield, Illinois 62706.

Northern Illinois Gas Company d/b/a Nicor Gas Company
Lewis M. Binswanger, Vice President

Monday, January 25, 2021

Daily Bridge Club

The key card

By FRANK STEWART
Tribune Content Agency

"My partner disliked my bidding in this deal," a fan writes. "She said I should have tried for a grand slam. Something is wrong with her logic or my play. I didn't take even 12 tricks."

North might have had a different hand for her raise to three spades. If her king of clubs were the king of hearts, seven spades would be cold. South could have probed, starting with a red-suit cue bid.

My fan says West led the ten of clubs against six spades: jack, queen, ruff. South drew trumps, tried unsuccessfully for a 3-3 diamond break, lost a heart finesse to West's king and lost a second heart at the end.

rebids three spades. What do you say? **ANSWER:** Partner's jump-rebid in his own suit promises a good six-card suit (rarely, a seven-card suit) with 15 to 17 high-card points. It's possible you have a game if his hand is ideal — he might hold A K 10 9 7 6, 3 2, A K, K 8 2 — but the odds are against that. Partners never hold ideal hands. Pass and hope he wins nine tricks.

South dealer
N-S vulnerable

NORTH
♠ J 8 7 6
♥ 8 4 3
♦ K 8 3
♣ K J 7

WEST
♠ 5 3
♥ K J 10 2
♦ 10 6
♣ 10 9 8 5 2

EAST
♠ 4
♥ 9 7 5
♦ A J 9 2
♣ A Q 6 4 3

SOUTH
♠ A K Q 10 9 2
♥ A Q 6
♦ A Q 5 4
♣ None

South West North East
2 ♠ Pass 2 ♦ Pass
2 ♠ Pass 3 ♠ Pass
6 ♠ All Pass

MAKEABLE

The slam was makeable. South draws trumps with the A-J and leads dummy's king of clubs: ace, ruff. She takes the ace, queen and king of diamonds. When West discards, South leads dummy's seven of clubs and discards a heart: a loser-on-loser. West takes the eight but must lead a heart from the king or yield a ruff-sluft.

Never bid an iffy slam without the seven of clubs!

DAILY QUESTION

You hold: ♠ 4 ♥ 9 7 5 ♦ J 9 2 ♣ A Q 6 4 3. Your partner opens one spade, you respond 1NT and he

Opening lead — ♣ 10

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NEA Crossword Puzzle

- ACROSS
- 1 Schoolboy
- 4 Filch
- 7 Skilled person
- 10 Sporty truck
- 11 Moeed
- 13 Physics workplace
- 14 — where rounds
- 15 Greek alphabet ender
- 16 Put — fight
- 17 Set
- 19 Not smooth
- 21 Sweater letter
- 22 Fan noise
- 23 Small alcoves
- 26 Add starch
- 30 Pandora's boxful
- 31 Seine moorage
- 32 Fruity drink
- 33 Lillie or Arthur
- 34 Seventh notes
- 35 Spunk
- 36 Convertible (2 wds.)
- 39 Tags along
- 40 Zero in on
- 41 — de mer
- 42 Gather slowly
- 45 Under wraps
- 48 Response on deck
- 49 Over-charge
- 51 Scottish for John
- 53 Web address
- 54 Must
- 55 Diamond stat
- 56 Guitarist — Paul
- 57 Compost
- 58 6th sense
- DOWN
- 1 Clumsy person
- 2 Surmounting
- 3 Contract
- 4 Bard's teen
- 5 Had debts
- 6 More than ask
- 7 Grad
- 8 Dogpatch cartoonist
- 9 Auction site
- 11 Highland lakes
- 12 Tibet's — Lama
- 18 Ungainly boats
- 20 TV band
- 22 Road map nos.
- 23 Robins' beaks
- 24 Diet spread
- 25 "Frozen" snowman
- 26 Went down
- 27 Barn locale
- 28 Actress
- 29 Takes home
- 31 Account entry
- 35 Sour-dough's quest
- 37 Road map org.
- 38 Gambling game
- 39 Student at Annapolis
- 41 Physical strength
- 42 Ancient France
- 43 Orpheus' harp
- 44 Congers
- 45 Sci-fi award
- 46 Ireland
- 47 Apprehends a suspect
- 50 Not just mine
- 52 Touch of frost

Answer to Previous Puzzle

J	U	M	P	B	R	R	R	I	L	E
A	R	E	A	R	A	E	N	O	U	N
W	A	R	T	A	N	C	E	S	T	R
L	E	I	A	S	U	N	A	K	A	
O	X	F	O	R	D	S				
P	I	T	L	A	M	S	C	U	F	F
S	C	R	E	E	N		O	G	L	E
S	K	E	W		H	O	W	L	E	D
T	Y	K	E	A	G	A	R	Y	D	S
S	E	V	I	L	L	E				
S	R	I	Y	E	N	Y	A	P	S	
C	O	N	V	E	R	G	E	G	E	L
A	P	E	S	E	A	E	R	A	T	
M	E	T	E	R	R		R	U	B	Y

Campers-Motorhomes



Jayco - 2020
Jay Flight 34MBDS \$36,995
East Peoria, 800-528-9787
www.FOURWINDSRV.com



Keystone - 2020
Montana 3781RL \$69,995
East Peoria, 800-528-9787
www.FOURWINDSRV.com



Jayco - 2021
Jay Flight SLX 7 174BH \$15,995
Maroa, 800-528-9787
www.FOURWINDSRV.com



Jayco - 2021
Jay Flight SLX8 264BH \$19,995
East Peoria, 800-528-9787
www.FOURWINDSRV.com

Wanted to Buy

CASH PAID for drivable or junk cars. McLean County Auto (309) 829-6231

Legal Inside

99237
PUBLIC NOTICE

TREE TRIMMING ACTIVITIES
IN Bloomington
AND NEARBY AREAS

TO THE PATRONS OF AMEREN ILLINOIS:

Please be advised that Ameren Illinois will trim trees and other vegetation in and around the town(s) of Bloomington/McLean Illinois. Our qualified utility arborists will trim trees and vegetation that could interfere with electric lines that run from pole to pole and elsewhere. This work is necessary in order to minimize the likelihood of outages and safety hazards. There is no charge to you for this service.

If you have any questions about this work, please call 1-800-755-5000 or visit our website at MySafeTrees.com. You may address your concerns in the manner specified on our website. You may also call the Consumer Services

I	C	E	P	O	P	E	D	S	E	L	T	O	P	P	A	I	R
F	I	N	E	A	R	T	L	A	P	S	E	W	I	I	E	R	A
E	L	E	C	T	O	R	A	L	V	O	T	E	A	L	T	E	R
A	I	M	S	N	E	S	E	N	E	R	O	S	A	R	I		
R	A	Y	S	T	A	S	H	G	R	A	B	S	C	A	F	E	
B	A	R	R	E	C	H	I	C	I	D	E	A	M	O	S		
I	F	E	E	L	Y	A	N	A	I	V	E	O	T	T	A	W	A
S	I	N	G	L	E	T	R	A	C	K	M	I	N	D	T	I	P
O	R	E	O	S	O	I	L	E	D	O	I	C	O	N			
N	E	E	M	E	N	A	G	E	B	L	E	A	R	Y	S	U	M
S	T	U	C	K	L	O	V	E	C	O	N	Q	U	E	R	S	A
T	E	N	P	I	N	C	E	D	E	D	P	L	E	A	D	E	D
U	R	L	N	E	W	T	A	I	L	S	D	I	E	T	S		
B	R	I	N	G	T	O	A	C	O	N	C	L	O	S	I	O	N
S	A	K	E														
A	B	E	T	S	A	W	T	O	K	P	H	C	R	U	E		
A	L	B	U	M	E	N	S	H	A	P	E	S	H	I	F	T	E
P	O	L	L	U	T	E	T	A	T	E	R	S	N	O	R	T	A
P	L	E	A	S	E	D	S	T	E	N	O	K	E	L	S	E	Y

WONDERWORD By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

DOXXING IS UNETHICAL Solution: 12 letters

F D V L O G G E R P E P O H S
V I E O N L I N E E O N U H S
G I N Z E W S S E R D D A R M
N A G A I I O P D S S M E E C
I C N I N L A D S O E A D G O
Y C H O L C A E N N O I A G W
L O R A K A I D B A A L V O O
L U P E S D N A N L H C E L R
U N T I E P T T L A U A E B K
B T T M N R E S E R V I C E E
R E E D A I L O R S C I E K R
E R F C R V O E P O F P D E S
B (R) (E) (A) (L) A N N S L E L L E C
Y L L I S T O R E V E R S E O
C T A R G E T B M E S S A G E

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Account, Address, Blogger, Board, Cell, Co-workers, Current, Cyberbullying, Down, Drop, Evade, Fees, Financial, Glean, Hack, Hope, Keep, Mail, Media, Message, Online, Opinion, Packet, People, Personal, Private, Real, Remedies, Reverse, Safe, Service, Shame, Shun, Silly, Site, Social, Target, Trace, Vandalize, Video, Vigilantes, Vlogger

Last Saturday's Answer: Obvious

To purchase **WONDERWORD** books, visit www.WonderWordBooks.com, or call 1-800-642-6480.

1-25 CRYPTOQUIP

Q R Z - A Y B X W Y G O Y G O

W T K X F W A J F H U Q U J Z J O F X J A

B J G L K J W A Y B X W U X H Q T R Z

X G O J O X Y G : U Q D D L Z J F Y G .

Saturday's Cryptoquip: I HEAR THEY'RE MAKING A FILM ABOUT COMMON BEACH BIRDS, TO BE TITLED "A FLICK OF SEAGULLS."

Today's Cryptoquip Clue: Q equals O

Legal Inside

Division of the Illinois Commerce Commission at 1-800-524-0795. Maps have been provided to the mayors and the county board chairpersons of the affected areas.

Sincerely,
Ameren Illinois
Forestry Department

99356
NOTICE

A Public Hearing before the Bloomington Planning Commission will be held virtually on Wednesday, February 10, 2021 at 4:00 PM at www.cityblm.org /live on the following applications submitted by Robert Vericella, RJV Properties (919 W. Mulberry Bloomington, IL 61701): 1. Zoning Map Amendment to rezone from R-1C Single-Family Residence District to R-4 Manufactured Home Park District & 2). Preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres commonly located along south Beich Rd. north of Fuller Ct. In addition, the applicant requests certain waivers from the Bloomington Subdivision and Zoning Codes. The subject is legally described as: Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on

said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.33°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72 - 5 9 4 7 ; t h e n c e S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only. PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

The application is available online at www.cityblm.org/planning. To provide testimony on this item please register at least 15 minutes in advance of the start of the meeting at <https://www.cityblm.org/register>. Public comments can also be emailed at least 15 minutes prior to the start of the meeting to publiccomment@cityblm.org. Due to current COVID-19 mitigations, the public will not be allowed to physically attend the meeting at City Hall. The rules for participation by physical attendance may be subject to change due to changes in law or to executive orders relation to the COVID-19 pandemic occurring after the publication of this notice. Changes will be posted at www.cityblm.org/register. This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs please contact the City Clerk at 109 E. Olive St., Bloomington, IL 61701, 434-2240, cityclerk@cityblm.org or TTY at (309) 829-5115.

Published: January 25, 2021

Legal Foreclosure

98323
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

HEARTLAND BANK AND TRUST COMPANY,
Plaintiff,

vs.
JAMIE A. BARKER,
BARKER'S COLLISION, INC.,
an Illinois corporation,
also known as WALLY'S
COLLISION CENTER,
and ALL NON-RECORD
CLAIMANTS AND
UNKNOWN OWNER

Defendants.

Case No.
2019CH000251

AMENDED NOTICE OF SHERIFF'S SALE

THIS DOCUMENT IS AN ATTEMPT TO COLLECT ON A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PUBLIC NOTICE is hereby given that pursuant to a Judgment of Foreclosure and Sale entered on August 24, 2020, in the above-entitled cause the property hereinafter described or so much thereof as shall be sufficient to satisfy

Legal Inside

said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.33°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72 - 5 9 4 7 ; t h e n c e S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only. PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

The application is available online at www.cityblm.org/planning. To provide testimony on this item please register at least 15 minutes in advance of the start of the meeting at <https://www.cityblm.org/register>. Public comments can also be emailed at least 15 minutes prior to the start of the meeting to publiccomment@cityblm.org. Due to current COVID-19 mitigations, the public will not be allowed to physically attend the meeting at City Hall. The rules for participation by physical attendance may be subject to change due to changes in law or to executive orders relation to the COVID-19 pandemic occurring after the publication of this notice. Changes will be posted at www.cityblm.org/register. This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs please contact the City Clerk at 109 E. Olive St., Bloomington, IL 61701, 434-2240, cityclerk@cityblm.org or TTY at (309) 829-5115.

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COLLISION CENTER,
and ALL NON-RECORD
CLAIMANTS AND
UNKNOWN OWNER

Defendants.

Case No.
2019CH000251



Economic & Community Development Department
115 E Washington St, Ste 201
Bloomington IL 61701
(309) 434-2226
planning@cityblm.org

January 26, 2021

Dear Property Owner or Occupant:

The Planning Commission of the City of Bloomington, Illinois, will hold a virtual public hearing on Wednesday, February 10, 2021 at 4:00 PM at www.cityblm.org/live on applications submitted by Robert Vericella, RJV Properties (919 W. Mulberry Bloomington, IL 61701).

You are receiving this notice because you own or occupy property within a 500-foot radius of the subject property (refer to attached map). All interested persons may present evidence or testimony regarding said petition, or ask questions related to the petitioner's requests at the scheduled public hearing.

The applicant is requesting a public hearing and action on the following applications: 1). Zoning Map Amendment to rezone from R-1C Single-Family Residence District to R-4 Manufactured Home Park District & 2). Preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres commonly located along south Beich Rd, north of Fuller Ct. In addition, the applicant requests certain waivers from the Bloomington Subdivision and Zoning Codes. PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org/planning. To provide testimony on this item please register at least 15 minutes in advance of the start of the meeting at <https://www.cityblm.org/register>. Public comments can also be emailed at least 15 minutes prior to the start of the meeting to publiccomment@cityblm.org.

City Hall is closed to the public. Attendance will be limited to virtual participation. The rules for participation by physical attendance may be subject to change due to changes in law or to executive orders relation to the COVID-19 pandemic occurring after the publication of this notice. Changes will be posted at www.cityblm.org/register.

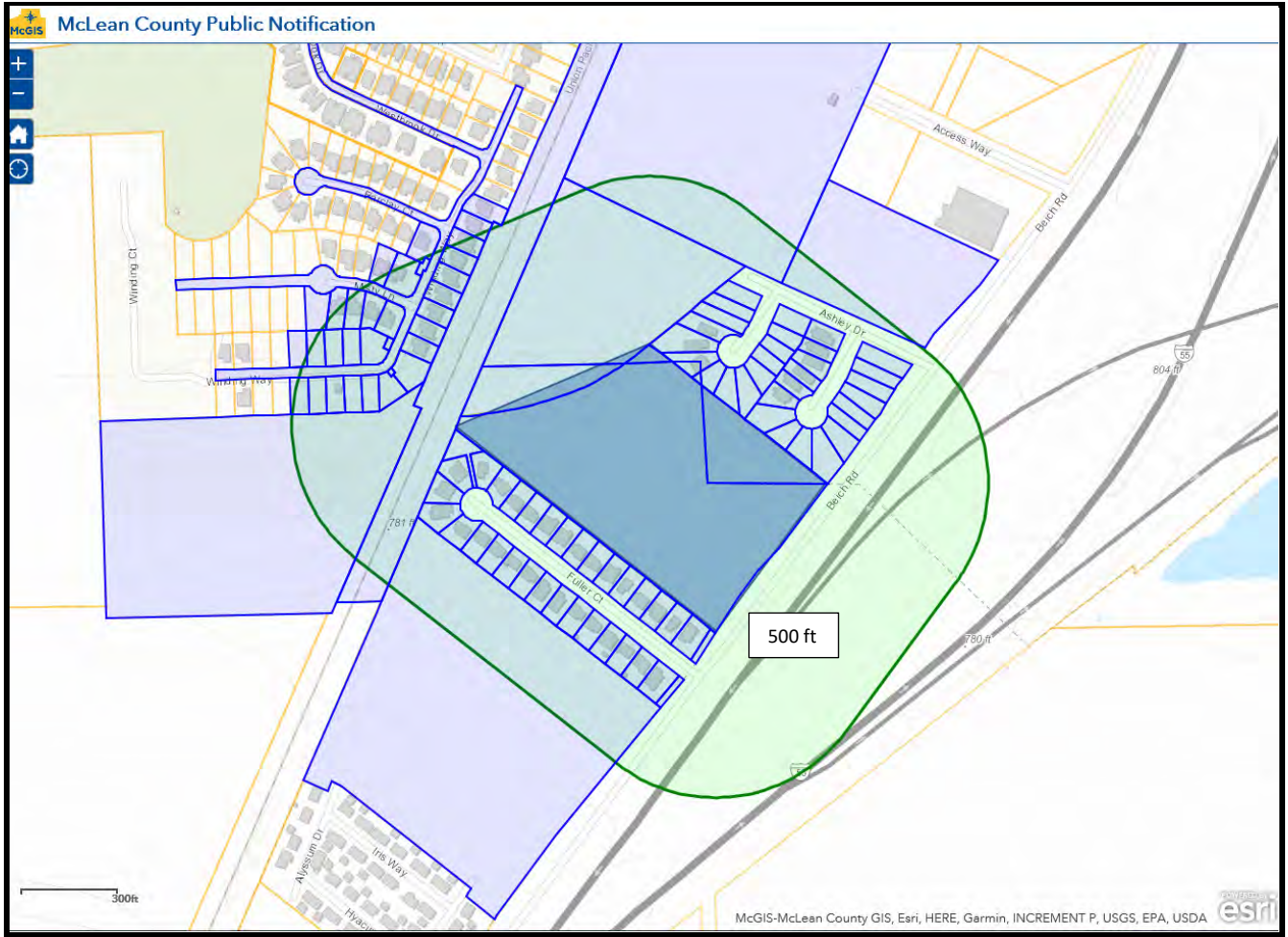
This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs please contact the City Clerk at 109 E. Olive St., Bloomington, (309) 434-2240, cityclerk@cityblm.org or TTY at (309) 829-5115.

If you desire more information regarding the proposed petition or have any questions, you may email planning@cityblm.org or call (309) 434-2226. Please note this meeting could be subject to change based on a lack of quorum or other reasons. Notice of a change will also be posted online at www.cityblm.org.

Sincerely,

Planning Division staff

Attachment: Map of notified properties within 500 ft of subject property



SHELLY HART
10 FULLER CT
BLOOMINGTON, IL 61705

SANTIAGO VALDIVIA
4 FULLER CT
BLOOMINGTON, IL 61701

RAFAEL DIAZ
3 FULLER CT
BLOOMINGTON, IL 61704

TRINICE BROWN
22 FULLER CT
BLOOMINGTON, IL 61701

EDWARD HAMPTON
23 FULLER CT
BLOOMINGTON, IL 61701

MILES KELLER FROESE
9 FULLER CT
BLOOMINGTON, IL 61705

JORGE ARREOLA
5 FULLER CT
BLOOMINGTON, IL 61701

CHRISTOPHER & LINDSAY PREWITT
16 WINDING WAY
BLOOMINGTON, IL 61705

VERONICA CAMERON
24 FULLER CT
BLOOMINGTON, IL 61705

ROCK ROSE PROPERTIES LLC
P O BOX 5110
BLOOMINGTON, IL 61702

PAULA ADAMS
12 FULLER CT
BLOOMINGTON, IL 61705

KAITLIN CHRISTAKOS
6 FULLER CT
BLOOMINGTON, IL 61705

PABLO GARCIA-PEREZ
8 FULLER CT
BLOOMINGTON, IL 61701

MELISSA DAUGHERTY
13 FULLER CT
BLOOMINGTON, IL 61701

JUAN RODRIQUEZ
19 FULLER CT
BLOOMINGTON, IL 61704

ROBERT & ARIEL AMEDAY
7 FULLER CT
BLOOMINGTON, IL 61705

KIM WELKER
15 FULLER CT
BLOOMINGTON, IL 61701

ROBERT TENNIS
PO BOX 1501
BLOOMINGTON, IL 61702

CHRISTINE HOWE
16 FULLER CT
BLOOMINGTON, IL 61705

STARK MANAGEMENT BEICH III, LLC
1805 W WASHINGTON ST
BLOOMINGTON, IL 61701

MANUEL & ARACELI ARMENTA
14 FULLER CT
BLOOMINGTON, IL 61705

CHRISTOPHER RUDESILL
1 FULLER CT
BLOOMINGTON, IL 61705

LUIS & EVETTE RIOS VISSEPO
ORTOLAZA ROSARIO
18 FULLER CT
BLOOMINGTON, IL 61705

LYNNETTE BAZYDLO
17 FULLER COURT
BLOOMINGTON, IL 61701

TAMMY SNOW
11 FULLER COURT
BLOOMINGTON, IL 61701

ALEX MATHEWS
2 FULLER CT
BLOOMINGTON, IL 61701

BEVERLY SMITH
22 WINDING WAY
BLOOMINGTON, IL 61705

LISA SHELTON
20 FULLER CT
BLOOMINGTON, IL 61705

LIMUEL & LILIA LAGRIMAS VITOR
21 FULLER CT
BLOOMINGTON, IL 61705

NU WAY TRANSPORTATION SERVICES
2 ACCESS WAY
BLOOMINGTON, IL 61705

KEVIN WOOD
3 MEGAN CT
BLOOMINGTON, IL 61705

PAUL GRAF
1 MEGAN CT
BLOOMINGTON, IL 61705

MARK BUCHHOLZ
24 WINDING WAY
BLOOMINGTON, IL 61705

MARK GRADY
28 FULLER CT
BLOOMINGTON, IL 61704

TODD DANIELS
29 Fuller Ct
BLOOMINGTON, IL 61705

CHAD CRAWFORD
11 MEGAN CT
BLOOMINGTON, IL 61705

JOSEPH & VICTORIA TAYLOR
7 ERIC CT
BLOOMINGTON, IL 61705

JASON CLEARY
1 MISTY LN
BLOOMINGTON, IL 61705

LAINÉ SLYVESTER
28 WINDING WAY
BLOOMINGTON, IL 61705

JASON SMITH
4 MISTY LN
BLOOMINGTON, IL 61705

HOPEDALE PROPERTIES, LLC
1805 W WASHINGTON ST
BLOOMINGTON, IL 61701

HABITAT FOR HUMANITY
103 W JEFFERSON ST
BLOOMINGTON, IL 61701

MARY HASKELL
2 BARCLAY CT
BLOOMINGTON, IL 61705

KIMBERLY GAFFNEY
30 FULLER CT
BLOOMINGTON, IL 61701

DEBBIE GILLES
27 FULLER CT
BLOOMINGTON, IL 61704

MASON ABNER
11 ERIC CT
BLOOMINGTON, IL 61705

EDWARD GROVE
5 MEGAN CT
BLOOMINGTON, IL 61705

LEE & RHODA BORK
3 MISTY LN
BLOOMINGTON, IL 61705

KENNETH HORDGE
2 MISTY LN
BLOOMINGTON, IL 61705

ROBERT & SARA THORSLAND
HOLLENSTAIN
6 MISTY LN
BLOOMINGTON, IL 61705

KARA HALEY
20 WINDING WAY
BLOOMINGTON, IL 61705

MASON ABNER
11 ERIC CT
BLOOMINGTON, IL 61705

CODY & ASHLEY STUEPFERT
14 WINDING WAY
BLOOMINGTON, IL 61705

HENRY BIRMINGHAM
25 FULLER CT
BLOOMINGTON, IL 61705

BP HOMES LLC
1716 RT DUNN DR STE 4
BLOOMINGTON, IL 61701

JASON CAMPBELL
9 ERIC COURT
BLOOMINGTON, IL 61705

FOX CREEK VILLAGE LLC
1 BRICKYARD DR
BLOOMINGTON, IL 61704

COLE PATRICK
30 WINDING WAY
BLOOMINGTON, IL 61705

KELSEY OTT
26 WINDING WAY
BLOOMINGTON, IL 61705

TIMOTHY LEDUC
8 MISTY LN
BLOOMINGTON, IL 61705

WAYNE & CAROL SPRINGER
40 WINDING WAY
BLOOMINGTON, IL 61705

**CITY OF BLOOMINGTON
REPORT FOR THE
PLANNING COMMISSION
February 10, 2021**

CASE NUMBER:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
PS-01-21	10.54 acres commonly located along south Beich Road, and north of Fuller Ct.	PUD/MHP	Katie Simpson, City Planner
PETITIONER'S REQUEST:	Approval of a Planned Unit Development for a manufactured/mobile home park (10.54 acres) and requested variances/waivers.		

*Staff finds that the petition **meets** the Bloomington's Subdivision Code (Chapter 24), Bloomington Zoning Ordinance's (Chapter 44) guidelines for a planned unit development and Bloomington's Manufactured Home Park Ordinance's (Chapter 43) guidelines for a Manufactured Home Park.*

STAFF RECOMMENDATION:

Staff finds the petition for a planned unit development to meet the standards of Chapter 24, Chapter 43, Chapter 44 Division 15 of the City Code. Staff recommends the Planning Commission take the following actions/pass the following motions:

- 1) Motion to establish a finding of fact that the proposed planned unit development supports the purposes of Chapter 24, Chapter 43, Chapter 44 and is consistent with the proposed addressed in Chapter Division 15.6-2.
- 2) Motion to recommend Council approve of the Planned Unit Development for 10.54 acres commonly located along south Beich Road, and north of Fuller Ct. with the following condition:
 - Staff comments are addressed prior to approval by Council, including the addition of sidewalk on both sides of the street, and the construction of the street in accordance with curb B-6.18



Figure 1: Zoning map of subject property (outlined in black), 10.54 acres.

NOTICE

The application has been filed in conformance with applicable procedural requirements. Public notice was published in *The Pantagraph* on Monday, January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property and a large metal sign was placed on the property.

GENERAL INFORMATION

Owner: Habitat for Humanity

Applicant: RJV Properties (contract to purchase)

PROPERTY INFORMATION

Existing Zoning: R-1C, Single Family Residential District
Existing Land Use: Vacant
Property size: 10.54 acres
PIN: 21-19-201-014; 21-19-201-015; 21-19-201-016

SURROUNDING ZONING AND LAND USES

Zoning

North: R-2, Mixed Residence District

South: R-1C, Single Family Residential District

South: R-1H, Single-family Manufactured Home Residence District

South: R-4, Manufactured Home Park District

West: M-1, Restricted Manufacturing

East: Agriculture (Unincorporated)

Land Uses

North: Single-family homes (31 units, 5.4 acres)

South: Single-family homes (30 units, 6 acres)

South: Vacant (15 acres) and Single-family homes (67 units, 13 acres)

South: Manufactured home park (30 units, 8 acres)

West: Vacant

East: Vacant

ANALYSIS

This report is based on the following documents, which are on file with the Economic & Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

PROJECT DESCRIPTION

Background: The subject property is located toward the southwest side of the city of Bloomington's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55, and bounded on the west by the Union Pacific Railroad. The property is approximately 10.54 acres currently zoned R-1C, Single-Family Residential district. The subject property is vacant and undeveloped. The applicant requested a zoning map amendment to rezone the property to R-4, Manufactured Home Park, see case Z-03-21.

Additionally, the applicant is requesting approval of a Planned Unit Development (PUD) for a manufactured home park. The applicant intends to subdivide the land into two lots of record.

The PUD allows for multiple dwelling units on one lot of record, and provides for a safe, efficient, and harmonious grouping of structures while promoting common open space and amenities. The PUD application and supporting documentation is included with this memo. Three Chapters of the Bloomington City Code apply to this project: Chapter 24 Subdivision Code; Chapter 43 Manufactured Home Parks and Chapter 44 Zoning Ordinance. Chapter 24 relates to the public improvements, utilities, subdivision and layout of the property. Chapter 43 is specific to Manufactured Home Parks including specific construction standards. Chapter 44 relates to the zoning, site design, lot sizes, open spaces and layout. The proposed planned unit development includes waiver requested from the three relevant Chapters.

PURPOSE AND INTENT

The purpose and intention of the Planned Unit Development regulations is to encourage and allow more efficient, creative, imaginative design for land development than is possible under otherwise applicable zoning regulations. The proposed subdivision includes public streets, public sewer, and a public detention basin.

Project Description:

The proposed Saddle Creek Estates subdivision consists of 54 manufactured dwelling units, an on-site storm water detention basin, an office and a common recreational area. Most proposed lots are 50ft wide by 110ft deep (~5,500 square feet) and exceed the minimum lot area required in the R-4 District. The applicant is requesting a variance to allow for two proposed lots which do not meet the 4,100 square foot minimum. The proposed dwellings are manufactured homes affixed to mortar block and pier foundations. The proposed homes are pre-fabricated and located on permanent foundations, versus traditional mobile homes which are located on stilts with skirting. The proposed development is similar to the Prairie Place Manufactured Home Park located south of the subject property.

The proposed dwellings are modular homes ranging in sizes from 1,580 to 2,040 square feet and are a combination of two, three, and four bedrooms. All homes are single story and will be constructed off-site. Two off-street parking spaces are provided for each dwelling unit. Chapter 43 of the Bloomington City Code establishes a maximum lot coverage of 50%, so the maximum allowed coverage for home and accessory structures on a 5,500 square foot lot would be 2,750 square feet. Smaller lots would have to accommodate a smaller building footprint to ensure compliance with the 50% lot coverage maximum. Additionally, the developer is proposing a forty-foot transitional rear yard and landscaping buffer between the R-2 (north) and R-1C (south) residential districts. The landscaping buffer will include a combination of flower trees, evergreen trees and shrubs, and shade trees. The landscape screening provides separation between the medium-density R-4 district, and single-family homes to help mitigate noise, light, and other visual impacts.

The proposed Manufactured Home Park is served by a public water supply that connects to the city water at Beich Road. Water meters and backflow preventor will need to be added at the connection with Beich Road. Additional private hydrants may also be needed to ensure compliance with building and fire codes.

The PUD tool allows for deviations from the traditional zoning requirements to promote,

encourage and achieve a better final product and more creative use of land. The proposed development provides 63% open space, 10% less than the minimum. The applicant is requesting a variance to allow the 63% requirement. The proposed development includes a public street (117, 582.7 square feet right-of-way) which reduces the amount of land available for open space, as noted on the development plan, public streets do not count toward this requirement. If the Commission decides to recommend against the requested variance, the developer may need to eliminate up to 9 lots (or one acre of land) to be compliant with the open space requirement.

Site Design Features			
Total Acreage		10.54 (459,122 SF)	
#DU (proposed)		54	
BULK	Required	Provided	Requested variance
Front Yard Setback	10'	5'	-5
Side Yard Setback	5'	5'	NA
Rear Yard Setback	5'	5'	NA
Minimum Lot Width	40'	40' and 50'	NA
Minimum Lot Area	4100'	3925'	-175'
Separation between structures	10'	10'	NA
Transitional Yard	40'	40'	NA
Transitional Landscaping	TY2	TY2	NA
Structure Lot Coverage (in R4)	50%	50%	NA
Maximum Dwelling Area (54 units)	137,700 ¹	117,504 ²	NA
Minimum common recreational space	4.9% (22,496.98)	5% (22,956.10 SF)	+0.1%
Minimum open space	73% (335,159.06 SF)	63% (289,246.86 SF)	-10% (45,912.2 SF)
Maximum Floor Area	34% (156,101.48)	29%	-5%

Requested waivers from Chapter 24 and the Manual of Practice:

- Waiver to allow sanitary sewer and storm sewer to be located in a public easement in a side yard connecting to the existing sanitary sewer and storm water detention basin in Outlot A of Founder's Square Subdivision, accessible from Stirrup Lane.
- A waiver is requested to allow the omission of a front yard utility easement adjoining public street right-of-way in lieu of that otherwise required by code.
- A waiver is requested to allow M-4.18 combination curb and gutter in lieu of B-6.18 combination curb and gutter otherwise required by code.
- A waiver is requested to allow public sidewalk to be installed on one side of the public street as depicted per the plan.

¹ 5100 (average lot size) /2=2550sf*54du

² 2176sf*54du

Requested waivers/variances from Chapter 43 Division 7.10 E

- (1) A waiver to allow a 3,925 square foot minimum lot area in lieu of 4,100 square feet for two lots fronting on Stirrup Lane
- (2) A waiver is requested to allow a 5' front yard in lieu of 10' required by code.

Requested waivers/variances from Chapter 44 Division 4-2 and Division 15

- A waiver is requested to allow a 5' front yard in lieu of 10' required by code.
- A waiver to allow a 3,925 square foot minimum lot area in lieu of 4,100 square feet for two lots fronting on Stirrup Lane
- A waiver to allow an Open Space Ratio of 63% in lieu of 73%.

Specific justification as to the need for the variances/waivers has not been provided by the applicant. Staff is supportive of the requested variances from Chapter 44 and Chapter 43 as it appears physical hardship related to the transitional yards and public street creates the need for a closer setback. However, in keeping with the goals of the Comprehensive Plan to encourage walkability, staff is unsupportive of the waivers requested from Chapter 24 and related to the sidewalk and street design.

Link to Comprehensive Plan:

The Comprehensive Plan's Future Land Use map identifies the subject property as medium-density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan:

H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington.

H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

FINDINGS OF FACT

In reviewing an application for a planned unit development, the Planning Commission and City Council shall find that the proposed development supports the purposes of the development standards from Chapter 24 Division 2-3, <https://ecode360.com/34408183> (the purpose and intention of the subdivision ordinance) and from Chapter 24 Division 2-4 <https://ecode360.com/34408196> (the purpose and intention of planned unit development).

To summarize, the purpose and intention of the Subdivision Ordinance is to provide for orderly development in accordance with the Comprehensive Plan, and designed to promote adequate light, air and city infrastructure. Additionally, the intention is to protect existing natural features, archeological resources, and to encourage a beneficial relationship between uses of land, buildings, and traffic circulation. The purpose and intention of the planned unit development regulations are to promote creative use of land that promotes Bloomington's Comprehensive Plan. Staff finds that the proposed plan generally aligns with the purpose and intention of the city's Subdivision

Ordinance. The purpose and intention of Chapter 24 and Chapter 44 are closely related. Further staff analysis and comments are provided below.

In reviewing an application for a Manufactured Home Park, the Planning Commission and City Council shall find that the proposed development supports the purposes of the development standards from Chapter 43 Division 7-10 <https://ecode360.com/34414411>.

Staff finds that the proposed development generally complies with the development standards linked above. The applicant is requesting two waivers, and staff is supportive of the waivers from the lot square footage and front yard setback. The proposed lots have larger rear, transitional yards, which push the buildable area closer to the public street. The transitional yards will provide screening and landscaping that will benefit the adjacent existing residential developments.

In accordance with Article H of the above referenced Division, the applicant will need to provide a development plan for the proposed recreational area.

In reviewing an application for a planned unit development, the Planning Commission and City Council shall find that the planned unit development supports the purposes of this article based substantial consistency with the following standards from Chapter 44 Division 15-2:

(1) Comprehensive Plan. The planned unit development conforms with the general planning policies of the City of Bloomington as set forth in the Comprehensive Plan. The Comprehensive Plan identifies the subject property as a medium-density residential district and as a Tier 1 infill redevelopment priority. The Plan also identifies a need for diverse housing options for Bloomington residents. The proposed manufactured home park provides Bloomington residents with an alternative housing option to traditional single-family, detached stick built housing.

(2) Impact on other property. The planned unit development will not be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the district and does not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district. Further, the planned unit development is compatible with the character of the neighborhood and does not alter the essential character of the neighborhood. The proposed PUD is well-suited to the residential character of surrounding properties both in use and in design. Rather than impede the development and improvement of adjacent properties, the PUD in itself would achieve the improvement of parcels of land identified as priorities for infill development.

(3) Impact on public facilities and resources. The planned unit development conforms to the provisions of the City's-major street plans, trunk sewer extension plans, water distribution system plans, and storm drainage plans. The applicant is requesting a waiver from providing sidewalk on both sides of the street and building the curb and gutter in accordance with B-6.18 of the Manual of Practice. Staff is not supportive of granting the requested waivers from Chapter 24. Since the proposed streets are to be public, they should be built to the public standard and inspected before being accepted. Staff is recommending approval with conditions that the plan is revised to include the staff comments attached to this memo. These comments are also listed below:

- Revise the “notice” on the first page from “The Villas at Prairie Vista” to “Saddle Creek Estates”.
- Show sidewalk construction as 5’ wide at 1.5% slop instead of 4’ wide and 2% slope.
- Show sidewalk on both sides of the street in accordance with the Manual of Practice 5.02B. Staff is not supportive of the requested waiver to provide sidewalk on one side of the public street. Revise the cross section and plan to reflect sidewalk on both sides of the street.
- Staff does not support the M-4.18 combination curb and gutter as requested. The City would prefer Barrier Curb B-6.18 curb, per the Manual of Practice Section 4.04E1. Revise the cross section on the first page.
- Define the 50’ easement on page 2, located near the basin.
- Add a note that addresses the maintenance of the ditch along the back side of the property. There is a drainage ditch that comes up from the north, through the culvert to the west.
- Provide for a drainage easement through the open space, to the basin, so structures are not built through the flood route path.
- Update Legend to show public and private infrastructure.
- Note 8 appears to be in conflict with the same lease agreement included in the PUD Petition documentation. If the watermain is intended to be public, revise Note 8 to read “8. Sanitary sewers, storm sewers, and water mains and all appurtenances shall be installed in public street right of way and public easements and shall designed and constructed to conform to all current City code requirements, City ordinances, City Manual of Practice, City standards, and the policies and regulations of the Illinois Environmental Protection Agency be owned and maintained by the City of Bloomington
- Show location of heated structures for water meter and backflow preventer at each connection to city water.

(4) Archaeological, historical or cultural impact. The Planned Unit Development does not substantially adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel proposed for development. The Planned Unit Development is adjacent to Route 66. The Constitution Trail passes in front of the entrance to the site. The PUD should be constructed to minimize damage to Route 66 and to the Route 66 trail. Staff is unaware of other potential historic resources impacted by this development.

(5) Quality of design. The design of the planned unit development incorporates high quality building, site, and landscaping features, and presents an innovative and creative approach to the development of land and living environments. The proposed planned unit development provides for up to 6 units per acre. Staff is generally supportive of the proposed layout and requested variances for a reduction in front yard setback and lot widths.

STAFF RECOMMENDATION: Staff finds the petition for a planned unit development to meet the standards of Chapter 24, Chapter 43, Chapter 44 Division 15 of the City Code. Staff recommends the Planning Commission take the following actions/pass the following motions:

- 1) Motion to establish a finding of fact that the proposed planned unit development supports the purposes of Chapter 24, Chapter 43, Chapter 44 and is consistent with the proposed addressed in Chapter Division 15.6-2.
- 2) Motion to recommend Council approve of the Planned Unit Development for 10.54 acres commonly located along south Beich Road, and north of Fuller Ct. with the following condition:
 - Staff comments are addressed prior to approval by Council, including the addition of sidewalk on both sides of the street, and the construction of the street in accordance with curb B-6.18

Respectfully submitted,
Katie Simpson, City Planner

Attachments:

- Draft Ordinance
- Petition for Planned Unit Development
- Site Plan
- See attachments from case Z-03-21
 - Aerial Map
 - Zoning Map
 - Notices

Staff Comments:

- Revise the “notice” on the first page from “The Villas at Prairie Vista” to “Saddle Creek Estates”.
- Show sidewalk construction as 5’ wide at 1.5% slop in stead of 4’ wide and 2% slope.
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- Provide for a drainage easement through the open space, to the basin, so structures are not built through the flood route path.
- Update Legend to show public and private infrastructure.
- Note 8 appears to be in conflict with the same lease agreement included in the PUD Petition documentation. If the watermain is intended to be public, revise Note 8 to read “8. Sanitary sewers, storm sewers, and water mains and all appurtenances shall be installed in public street right of way and public easements and shall designed and constructed to conform to all current City code requirements, City ordinances, City Manual of Practice, City standards, and the policies and regulations of the Illinois Environmental Protection Agency be owned and maintained by the City of Bloomington
- Show location of heated structures for water meter and backflow preventer at each connection to city water.
- Submit recreational area plan as required by Chapter 43 of the City Code.

DRAFT

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT FOR A MANUFACTURED HOME PARK FOR PROPERTY COMMONLY LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER CT, APPROXIMATELY 10.54 ACRES, FROM R-1C SINGLE FAMILY RESIDENTIAL DISTRICT TO R-4 MANUFACTURED HOME PARK DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary development plan for a planned unit development for a manufactured home park on the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a preliminary development plan dated December 23, 2020, illustrated in Exhibit "B" and hereinafter referred to as "Plan" included requested waivers from Chapter 44, Chapter 43 and Chapter 24 of the Bloomington City Code, specifically:

- a) Waiver to allow sanitary sewer and storm sewer to be located in a public easement in a side yard connecting to the existing sanitary sewer and storm water detention basin in Outlot A of Founder's Square Subdivision, accessible from Stirrup Lane. (Chapter 24)
- b) A waiver is requested to allow the omission of a front yard utility easement adjoining public street right-of-way in lieu of that otherwise required by code. (Chapter 24)
- c) A waiver is requested to allow M-4.18 combination curb and gutter in lieu of B-6.18 combination curb and gutter otherwise required by code.
- d) A waiver is requested to allow public sidewalk to be installed on one side of the public street as depicted per the plan. (Chapter 24)
- e) A waiver is requested to allow a 5' front yard in lieu of 10' required by code. (Chapter 44 and Chapter 43)
- f) A waiver to allow a 3,925 square foot minimum lot area in lieu of 4,100 square feet for two lots fronting on Stirrup Lane (Chapter 44 and Chapter 43)
- g) A waiver to allow an Open Space Ratio of 63% in lieu of 73%. (Chapter 44)

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for the preliminary development plan planned unit development at the Property and requested waivers, and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested development plan, after addressing outstanding comments from city staff and excluding the

DRAFT

requested waivers from Chapter 24 of the Bloomington City Code, to be in the public interest and not solely for the benefit of the application, using the standards and objectives of the City Code as set forth in Chapter 44 Division 15-6; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the proposed Preliminary Development Plan for a Planned Unit Development Manufactured Home Park, with the condition that the comments provided by staff are addressed; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to approve a preliminary development plan for a planned unit development for a manufactured home park on said Property.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the Council hereby adopt the findings of fact made by the Planning Commission.
3. That the petition requesting approval of a preliminary development plan for a planned unit development for a manufactured home park and requested waivers from Chapter 44 and Chapter 43 of the Bloomington City Code for the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A and illustrated in Exhibit B which is attached hereto and made part hereof by this reference, is hereby approved with the condition that the additional staff comments are included and incorporated into the preliminary development plan.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this _____ day of February 2021.

APPROVED this _____ day of February 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

DRAFT

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-0?"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°- 05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

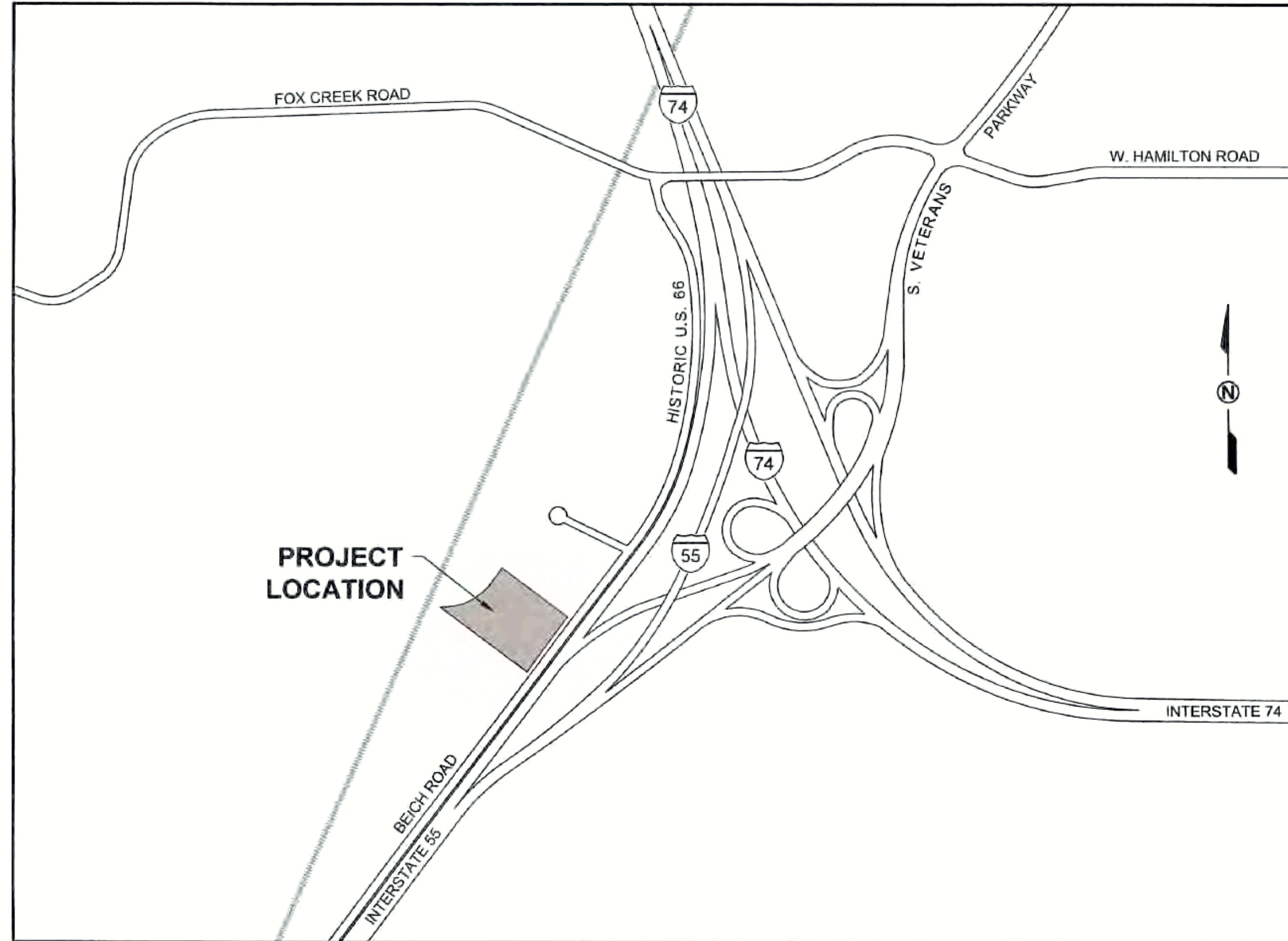
PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

SADDLE CREEK ESTATES P.U.D.

PART OF SECTION 19, T.23N., R.2E., 3P.M.,
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

OWNER/DEVELOPER: RJV PROPERTY, LLC
919 W. MULBERRY STREET
BLOOMINGTON, IL 61701
PHONE: (309) 275-4331
c/o BOBBY VERICELLA

ATTORNEY: JAMES FINEGAN
111 W. FRONT STREET
BLOOMINGTON, IL 61701
PHONE: (309) 827-0388



LOCATION MAP
NO SCALE

RECOMMENDATION OF PRELIMINARY DEVELOPMENT PLAN APPROVAL BY
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

NOTICE OF APPROVAL OF PRELIMINARY DEVELOPMENT PLAN BY
THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS

"NOTICE IS HEREBY GIVEN THAT THIS PRELIMINARY DEVELOPMENT PLAN OF THE VILLAS AT PRAIRIE VISTA PLANNED UNIT DEVELOPMENT SHOWN HEREON IS RECOMMENDED BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS, FOR CITY COUNCIL APPROVAL WITH THE MODIFICATIONS CONTAINED IN APPENDIX A (IF ANY), WHICH IS ATTACHED HERETO."

"THE PRELIMINARY DEVELOPMENT PLAN OF THE VILLAS AT PRAIRIE VISTA PLANNED UNIT DEVELOPMENT SHOWN HEREON HAS RECEIVED APPROVAL BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS, SUBJECT TO THE MODIFICATIONS CONTAINED IN APPENDIX A WHICH IS ATTACHED HERETO."

PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

DATE _____, 20__

BY _____ CHAIRPERSON

BY _____ EXECUTIVE SECRETARY

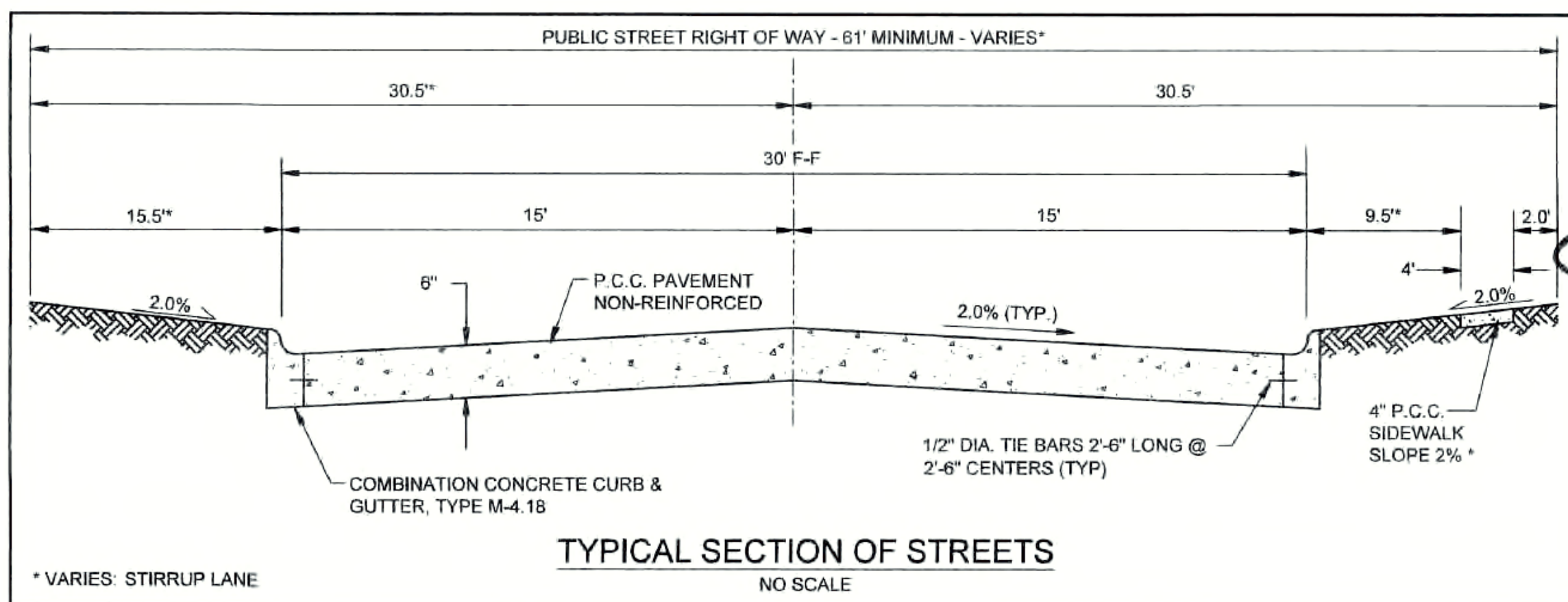
THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS

DATE _____, 20__

BY _____ MAYOR

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No. 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.



TYPICAL SECTION OF STREETS
NO SCALE

I, DAVID P. BROWN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2725, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLAT SHOWN HEREON IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

DAVID P. BROWN IPLS NO. 2725

1/7/2021

THIS PRELIMINARY PLAT WAS PREPARED BY LEWIS, YOCKEY & BROWN, INC., 505 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS.

L. DUANE YOCKEY ILPE NO. 33689

1/7/2021



LEGEND

Table with 2 columns: Symbol and Description. Includes symbols for boundary of subject premises, iron rod set, easement limits, existing building, etc.

INDEX OF SHEETS table with columns SHEET NO. and DESCRIPTION. Row 1: 1 COVER SHEET. Row 2: 2 PRELIMINARY PLAN.

LYB www.lybinc.com
SADDLE CREEK ESTATES P.U.D.
SOUTH BEICH ROAD, BLOOMINGTON, IL
PRELIMINARY DEVELOPMENT PLAN
COVER SHEET
Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184-000806
505 North Main Street, Bloomington, Illinois
Ph. (309) 829-2552
SHEET 1 OF 2
JOB # 5113.01

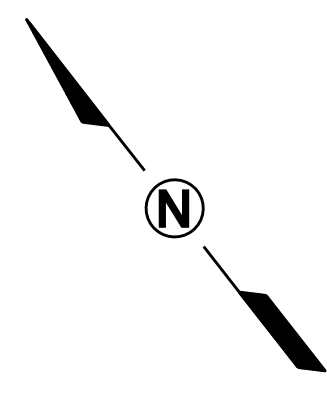


Exhibit B



SEE SHEET 1 FOR LEGEND

BENCHMARKS:

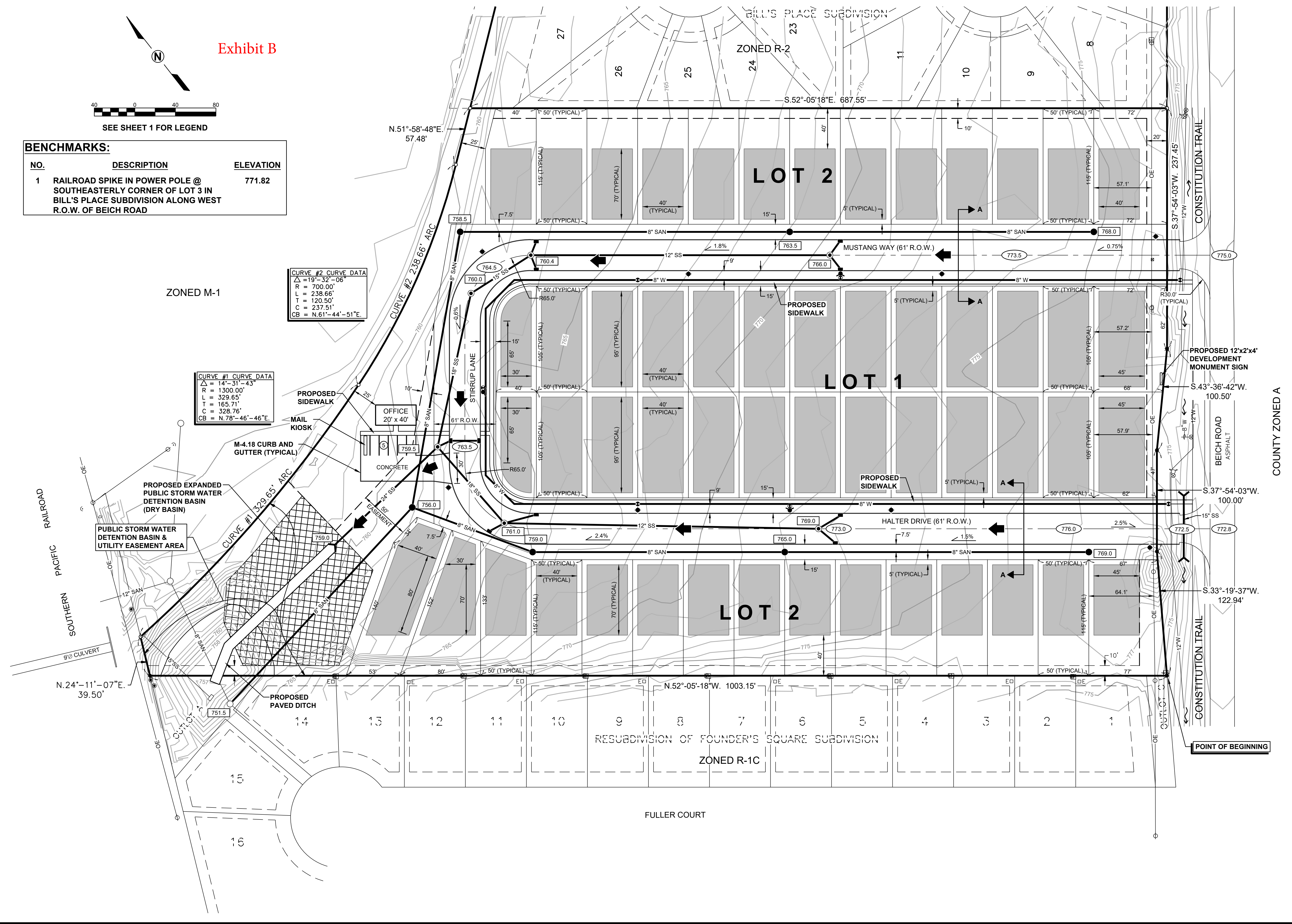
NO.	DESCRIPTION	ELEVATION
1	RAILROAD SPIKE IN POWER POLE @ SOUTHEASTERLY CORNER OF LOT 3 IN BILL'S PLACE SUBDIVISION ALONG WEST R.O.W. OF BEICH ROAD	771.82

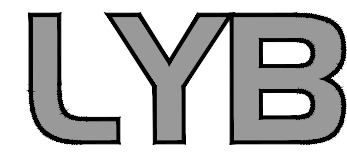
CURVE #2 CURVE DATA

Δ = 19°-32'-06"
R = 700.00'
L = 238.66'
T = 120.50'
C = 237.51'
CB = N.61°-44'-51"E

CURVE #1 CURVE DATA

Δ = 14°-31'-43"
R = 1300.00'
L = 329.65'
T = 165.71'
C = 328.76'
CB = N.78°-46'-46"E





www.lybinc.com

12/23/2020	
REVISED	-
	-
	-
	-
BK.	-
DRN.	ELE/MB
DSN.	DPB
APP.	DPB

COUNTY ZONED A

SADDLECREEK ESTATES P.U.D.
SOUTH BEICH ROAD, BLOOMINGTON, IL
PRELIMINARY DEVELOPMENT PLAN

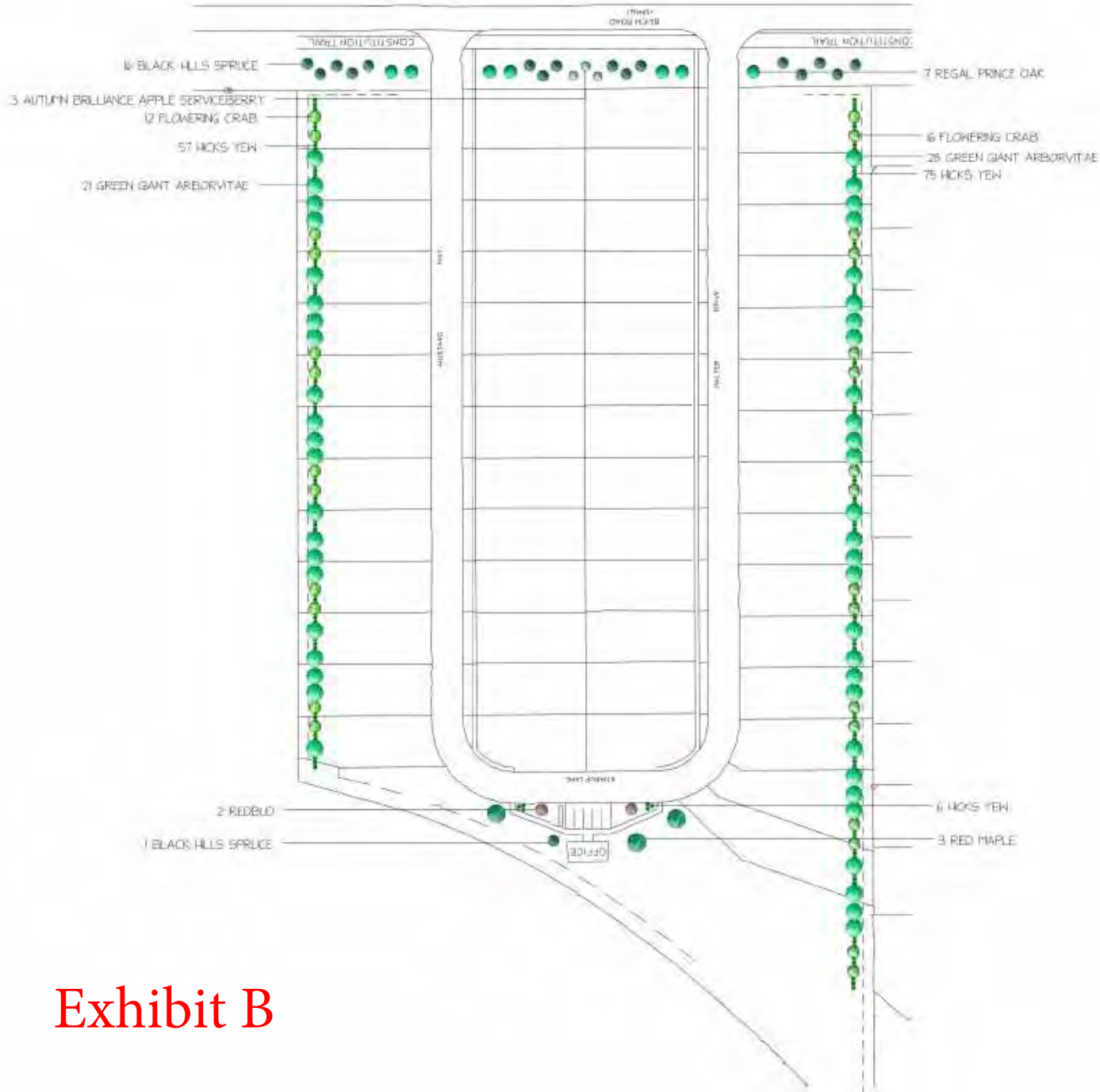
Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
 Professional Design Firm Registration #184-000806
 505 North Main Street, Bloomington, Illinois
 Ph. (309) 829-2552

SHEET

2

OF: 2
JOB #:

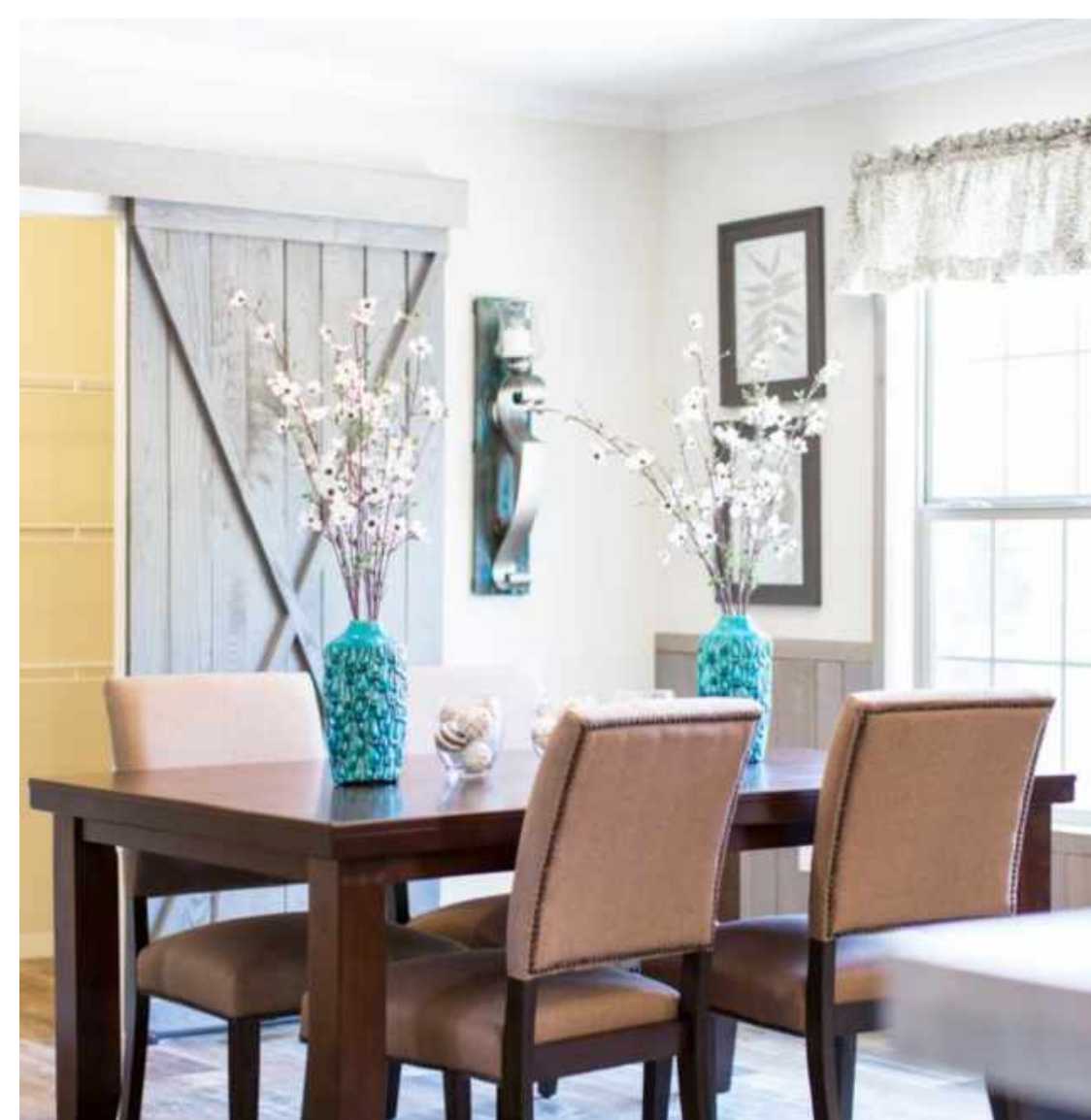
5113.01



-  2 INCH FLOWERING TREE
-  5 FOOT TALL EVERGREEN
-  30" TALL EVERGREEN SHRUB
-  25 INCH COLUMNAR SHADE TREE
-  25 INCH SHADE TREE

Qty	Common Name
Trees	
3	AUTUMN BRILLIANCE APPLE SERVICEBERRY
26	FLOWERING CRAB
75	GREEN GIANT ARBORVITAE
3	RED MAPLE
2	REDBUD
Shrubs	
138	HICKS YEW

Exhibit B



Saddle Creek
Afordable Housing
Development Plan



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Applications

See case Z-03-21 for rezoning petition

Application for a Planned Unit Development

The purpose of the Planned Unit Development Regulations is to encourage and allow more efficient, creative, and imaginative design for land development than is possible under otherwise applicable zoning regulations. Preservation of natural site qualities, better urban amenities, more open spaces, and a higher quality project design are also intended results of the planned unit development process. The following objectives may be attained through the use of the planned unit development process:

1. A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this Code.
2. Permanent preservation of common open space and recreation areas and facilities.
3. A pattern of development to preserve natural vegetation, topographic and geologic features.
4. The prevention and/or control of soil erosion and surface flooding.
5. A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities.
6. An efficient use of the land resulting in more economic networks of utilities, streets, schools, public grounds and buildings and other facilities.
7. A land use which promotes the public health, safety, comfort, morals and welfare.
8. A combination and coordination of architectural styles, building forms, and building relationships with a possible mixing of different urban uses in an innovative overall design.
9. Innovations in residential development so that growing demands of the population may be met by greater variety in type, design, and layout of buildings and by the conservation and more efficient use of open space ancillary to said buildings.
10. The use of public input and participation in the design and development of innovative and creative land use proposals.

The unique and substantially different character of planned unit developments requires that they be processed under a special plan review procedure.

Notice to applicants:

1. A person, by choosing to develop property as a planned unit development, elects to submit a contemplated development proposal to a legislative and discretionary review by the Planning Commission and Council.
2. All planned unit developments shall be designed in such a manner as to conform to the provisions of the City of Bloomington major street plans, trunk sewer extension plans, water distribution system plans, and storm drainage plans.
3. There will be no refund of any application fee for approvals not granted or withdrawn.
4. Incomplete applications will not be acted upon.
5. Complete applications must be received within the application deadlines.
6. Approved Preliminary Planned Unit Development applications shall be in effect for a period of three years.
7. Applicants must complete the Final Planned Unit Development in accordance with applicable procedures
8. Major changes to an approved Preliminary Plan may require further legislative review.

CITY OF BLOOMINGTON
 APPLICATION FOR A
 PLANNED UNIT DEVELOPMENT REVIEW



1. Developer

Full Name RJV Property LLC
 Address 919 W Mulberry City, State, ZIP Bloomington, IL 61701
 Phone [REDACTED] Email [REDACTED]

2. Engineer

Full Name Lewis, Yockey + Brown
 Address 505 N Main City, State, ZIP Bloomington, IL 61701
 Phone [REDACTED] Email [REDACTED]

3. Architect

Full Name _____
 Address _____ City, State, ZIP _____
 Phone _____ Email _____

4. Attorney (if applicable)

Full Name Jim Finegan
 Address 111 W Front City, State, ZIP Bloomington, IL 61701
 Phone [REDACTED] Email [REDACTED]

List the proposed uses for the project. Check the column on the right if the use requires a special use permit in the underlying district. Attach additional pages as needed.

	Description of Use	Special Use
<i>EXAMPLE.</i>	Day Care Center	X
1.	Residential Manufactured Home Development	
2.		
3.		
4.		
5.		

Preliminary Planned Unit Development Plan Submittal Standards:

The table below illustrates density, floor area and common recreational space standards by zoning district.

TABLE 15-3 RESIDENTIAL PLANNED UNIT DEVELOPMENT STANDARDS				
	Zoning District Density per Division 4 of Chapter 44	Max. Floor Area (percent of land area)	Min. Open Space (% of land area)	Min. Common Recreation Space (% of land area)
R-1A	2 units per acre	10.0	80.0	2.5
R-1B	6 units per acre	20.0	76.0	3.6
R-1C	8 units per acre	34.8	73.0	4.9
R-1H	8 units per acre	34.8	73.0	4.9
R-2	13 units per acre	40	72.0	5.2
R-3A	23 units per acre	52.8	71.0	6.2
R-3B	70 units per acre	80.0	68.0	8.0
R-4	8 units per acre	34.0	73.0	4.9
Commercial		31.00	15.00	
Industrial		50.00	10.00	

The following information shall be submitted together with the preliminary planned unit development Plan on full-size, legible sheets.

- **Site Plan.** A site plan shall be submitted with the preliminary planned unit development plan that includes the following minimum information:
 - a) Location by Section, Town and Range or other legal description;
 - b) Names and addresses of the persons having proprietary interest over the property;
 - c) Graphic (engineering) scale;
 - d) North-points;
 - e) Date of preparation;
 - f) The boundary lines of the property in question;
 - g) Location of all survey monuments and their descriptions;
 - h) Existing conditions, including buildings and land uses, contiguous land uses, natural topographic features, zoning districts, public thoroughfares, transportation, and utilities;
 - i) Arrangement of proposed buildings and structures and existing buildings and structures;
 - j) Proposed location, width, and type of surface material of all proposed sidewalks, pedestrian ways, driveways, parking areas, service areas, and recreation areas;
 - k) Size and location of proposed parking areas with arrangement of bays and aisles and curb cuts, and with indication of the total number of spaces;
 - l) A site drainage plan for the proposed project if required;
 - m) A photometric/lighting plan if the planned unit development would result in new exterior lighting.

- ☐ **Design Schedule.** The design schedule may be included on the site plan or submitted on a separate sheet that indicates:
 - a) Total and footprint square footage for nonresidential principal structures;
 - b) Total and footprint square footage for accessory structures;
 - c) The proportion of site area (expressed as a percentage) dedicated to floor area, landscaped open space and common recreation area;
 - d) Number of parking spaces;
 - e) Proposed use of each building, structure, or parcel of land;
 - f) If the development is to be constructed in phases, the design schedule shall include a designation of the phase components;
 - g) If different from the underlying Code requirements, a listing of the area, lot width, yard, height, and bulk requirements including density applicable to the planned unit development.
- ☐ **Landscape Plan.** That landscape plan shall include the following information:
 - a) The size, location, and general characteristics of plant materials in compliance with 13 of this Code;
 - b) Size, location, and composition of all proposed fencing, refuse enclosures, and landscaped screening material.
- ☐ **Building Elevations.** Building elevations and architectural renderings shall be required with submission of the preliminary development plan and shall indicate the following:
 - a) The appearance of buildings on all sides of a structure;
 - b) Proposed building type, colors, and specifications for exterior building materials;
 - c) Where multiple buildings will be built in phases or where specific users will affect the specific building design, prototypical building elevations and design criteria for the planned unit development may be submitted in lieu of building elevations;
 - d) The Director of Community Development may require that the applicant submit color building elevations and/or perspective renderings if such information is required for a full analysis of the proposed development.
- ☐ **Signage.** For mixed use planned unit developments, a site signage package shall be submitted, and any variances requested from the requirements of the City of Bloomington Sign Code. (if applicable)
- ☐ **Engineering.** For a preliminary planned unit development plan, engineering plans shall be submitted which provide in sufficient detail to convey the general basis of design of the sanitary sewer, water, stormwater control, flood control, and street facilities.
- ☐ **Subdivision.** When a subdivision of land is proposed in connection with a planned unit development, the applicant shall file an application for approval of a preliminary plan of the proposed subdivision simultaneously with the application for preliminary planned unit development approval.
- ☐ **Special Studies:** Impact studies, parking studies, geological, topographic or soil analysis and other information and data as the City may require for the full and complete consideration of the planned unit development. (if applicable)

CITY OF BLOOMINGTON
APPLICATION FOR A
PLANNED UNIT DEVELOPMENT REVIEW



Applications shall conform to the minimum requirements of Section 17-3. The information requested on this application is deemed to be a minimum, and the applicant may be required to supply additional information prior to the public hearing on their requests.

To the City of Bloomington:

I (we), the undersigned, do hereby respectfully petition the City of Bloomington for a Planned Unit Development as set forth herein, pursuant to Division 15-5, Planned Unit Development Procedures, set forth in Chapter 44 of the Bloomington City Code, and in support thereof state the following facts and make the following certifications and agreements:

The name of the proposed Planned Unit Development is: Saddle Creek Estates

A Legal Description of the property in question attached to this application as Exhibit "A" Legal Description.

Common Address:

South Beich Rd.

Existing Zoning: <u>R1-C</u>	Adjacent Zoning: <u>R-4 / R1-C</u>
Current Land Use: <u>Vacant</u>	Adjacent Land Use: <u>Manufactured Homes</u>
Size of Site: <u>10.54 acres</u>	Average Lot Size: <u>100' x 50'</u>
Number of Lots: <u>54</u>	Density:

Parcel Identification Number (PIN)

Description of Project (attach extra pages as needed):

See attached

The names and addresses of the property owner(s) and developer making this request are as follows:

Robert Vericella Owner RSV Property, LLC
Name
919 W Mulberry
Address
Bloomington, IL 61701
City
[Redacted]
Phone Number [Redacted] Email [Redacted]

*Please attach a separate sheet if there are additional property owners to be listed. Additional proof of ownership, pursuant to Division 17-3 of Chapter 44 of the City Code may be required

The Applicant(s) requests the following variations to the bulk, sign, and off-street parking and loading regulations of Chapter 44 of the City Code (if applicable):

See site plan

The Applicant(s) requests the following waivers from Bloomington's Subdivision Ordinance Chapter 24 of the City Code (if applicable):

See site plan

1. This application complies with purpose and intention of the Planned Unit Development set forth in Division 15 of Chapter 44 of the City Code.
2. To the fullest extent permitted by law, Applicant(s) agree to and hereby shall indemnify and hold harmless the City of Bloomington, its officers, officials, agents and employees from and against liability and all claims arising out of the planned unit development review.
3. Applicant(s) agree to submit payment of any fees or costs associated with this application for the planned unit development in accordance with Chapter 44 and Chapter 24 of the City Code.
4. All other facts, representations and agreements pertaining to this application are as follows:

See site plan


CITY OF BLOOMINGTON
APPLICATION FOR A
PLANNED UNIT DEVELOPMENT REVIEW




WHEREFORE, the Applicants(s) certify the above stated provisions are true and correct, agree to be bound by the indemnification provisions contained herein, and request the City of Bloomington approve the site plan provided in accordance with this Application.

Applicant:

Owner (if different from applicant)


Robert Vericella
(Print Name)

(Print Name)



(Signature)

(Signature)

1-4-21

(Date)

(Date)

* Please attach a separate sheet if additional property owners must sign the petition.

Exhibit A

Legal Description of Subject Premises

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

Project Description

Project Description

This project will consist of buying a vacant, overgrown property and changing the zoning from R-1C to R-4. After the zoning is approved the purchase will be executed and work will begin. The site will consist of 54 affordable manufactured homes. These will all be built new from a manufactured home company such as Clayton Homes or one of equal quality. This development will offer affordable housing for the community. Based on a study that the RJV Property team conducted, there is a gap between a “starter home” and a midlevel home in McLean County. Most homes that were found under \$100,000 were in need of major repair bringing the cost way above an affordable value for the average working person. The land will be developed by RJV Property, there will be new roads, utilities, such as sanitary and storm sewers, water, gas, power, sidewalks, and common greenspace. This site will offer a new, clean, and friendly neighborhood for a wide range of people looking to start a family or downsize for retirement.

Legal Description

Exhibit A

Legal Description of Subject Premises

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of McLean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the McLean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the McLean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the McLean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

Existing Pictures of Vacant Lot



Location Map

Location Map from Google Earth



Preliminary Development
Zoning Map/Site Plan

McLean County Geographical Information System

Zoning Map



Proposed Site Plan

See Exhibit B attached to
Draft Ordinance for Case
PS-01-21

Office/Storage Building Samples



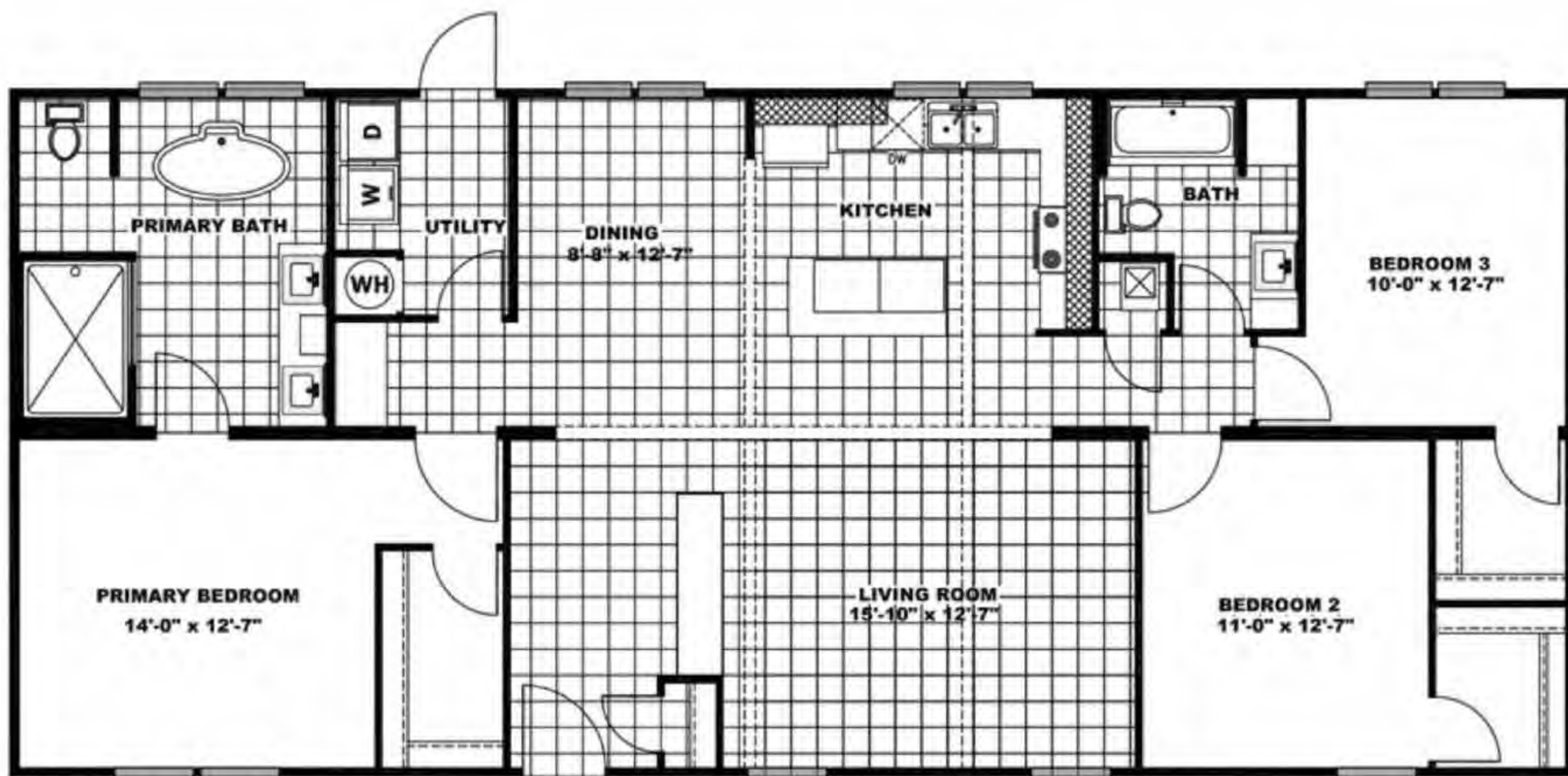
Landscaping Plan

See Exhibit B attached to
Draft Ordinance for Case
PS-01-21

Home Elevations and
Floor Plans (Preliminary)
From Clayton Homes

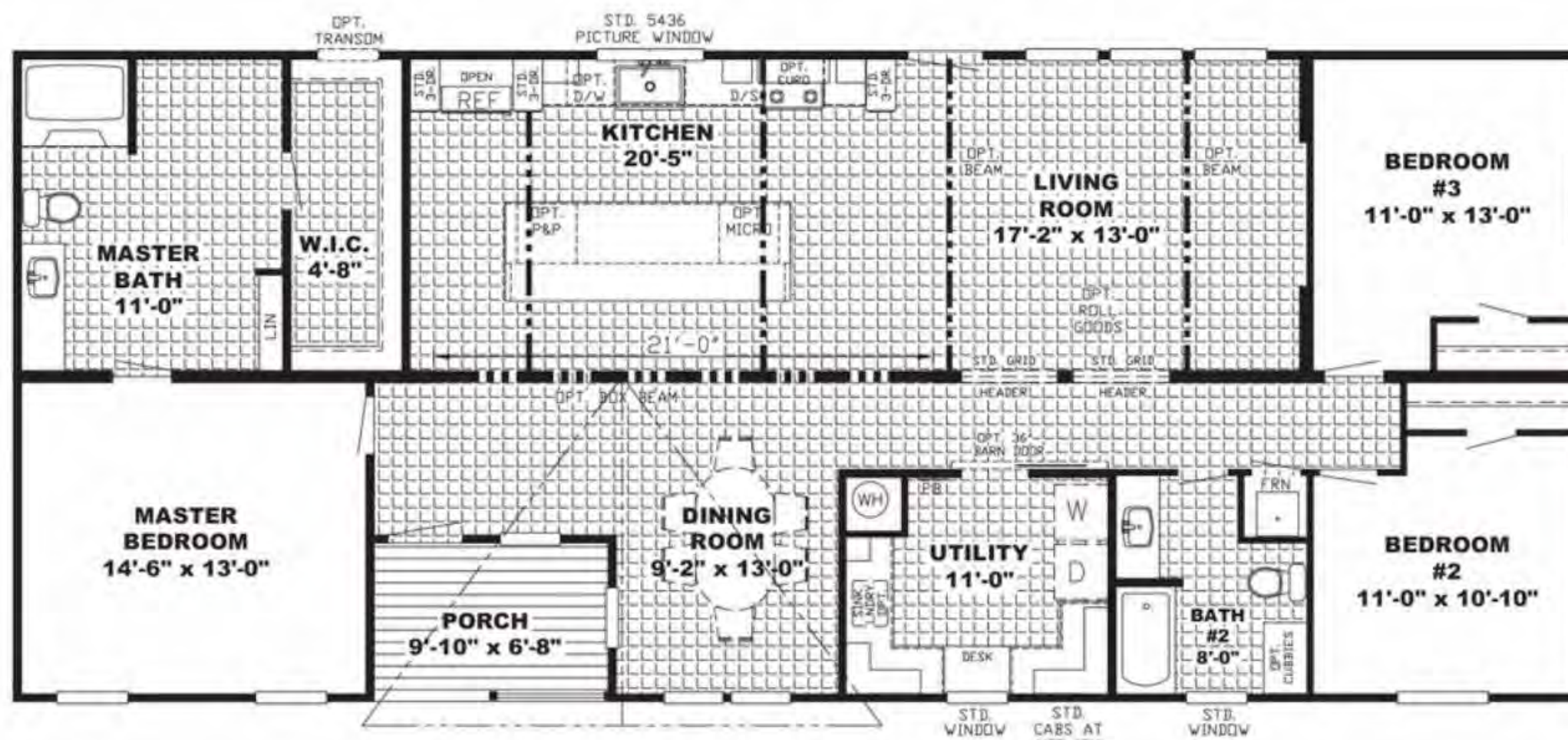
1959 Depot, Starting at \$100,000

3 Bedrooms | 2 Bathrooms | 1,680 Square Feet



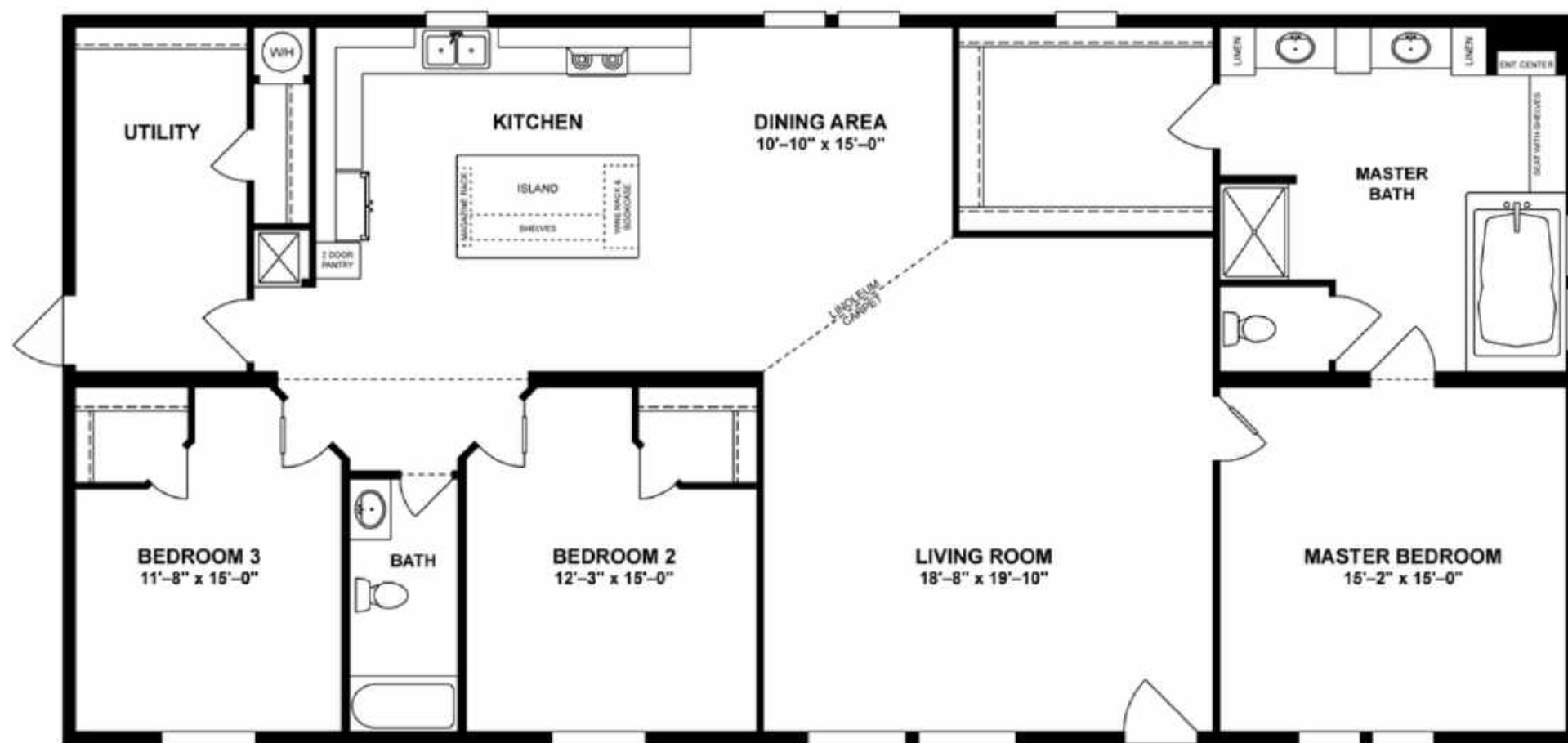
The Hampton Bay, Starting at \$100,000

3 Bedrooms | 2 Bathrooms | 1,750 Square Feet



The Graff, Starting at \$120,000

3 Bedrooms | 2 Bathrooms | 1,860 Square Feet



The Elite 60, Starting at \$120,000 4 Bedrooms | 2 Bathrooms | 1,580 Square Feet



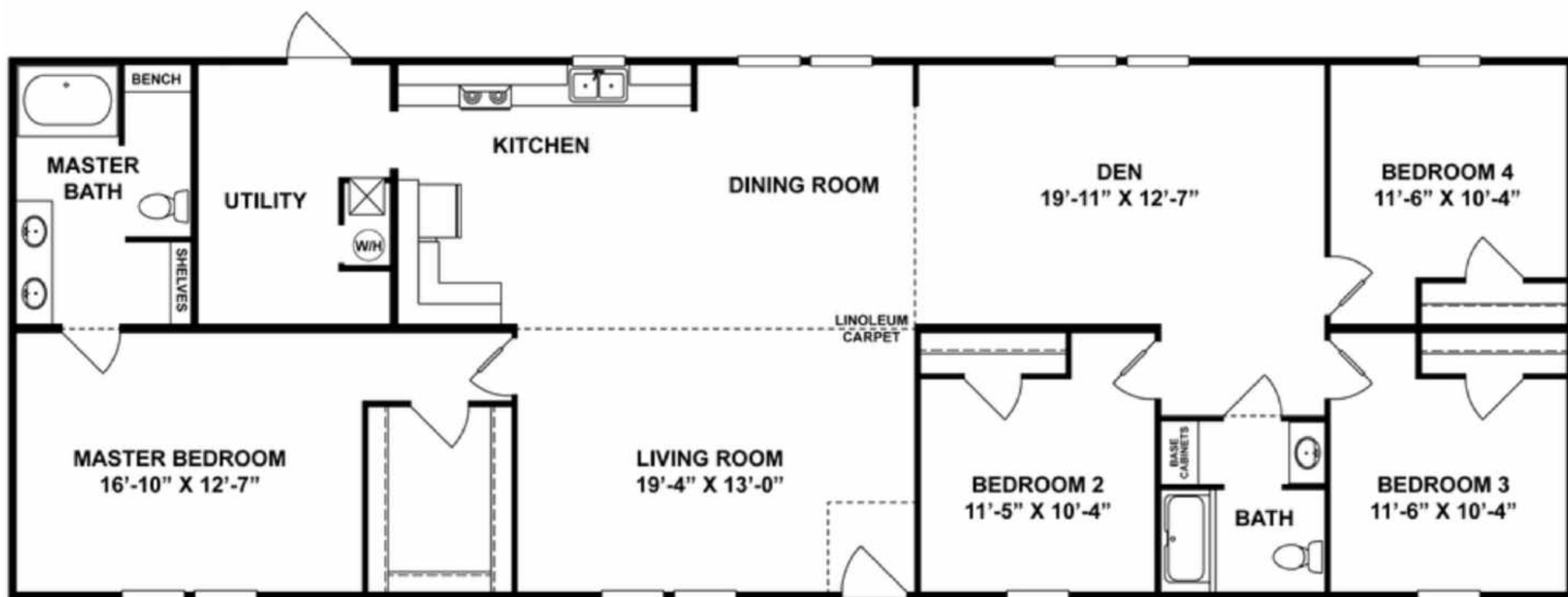
Country Aire, Starting at \$140,000

3 Bedrooms | 3 Bathrooms | 2,040 Square Feet



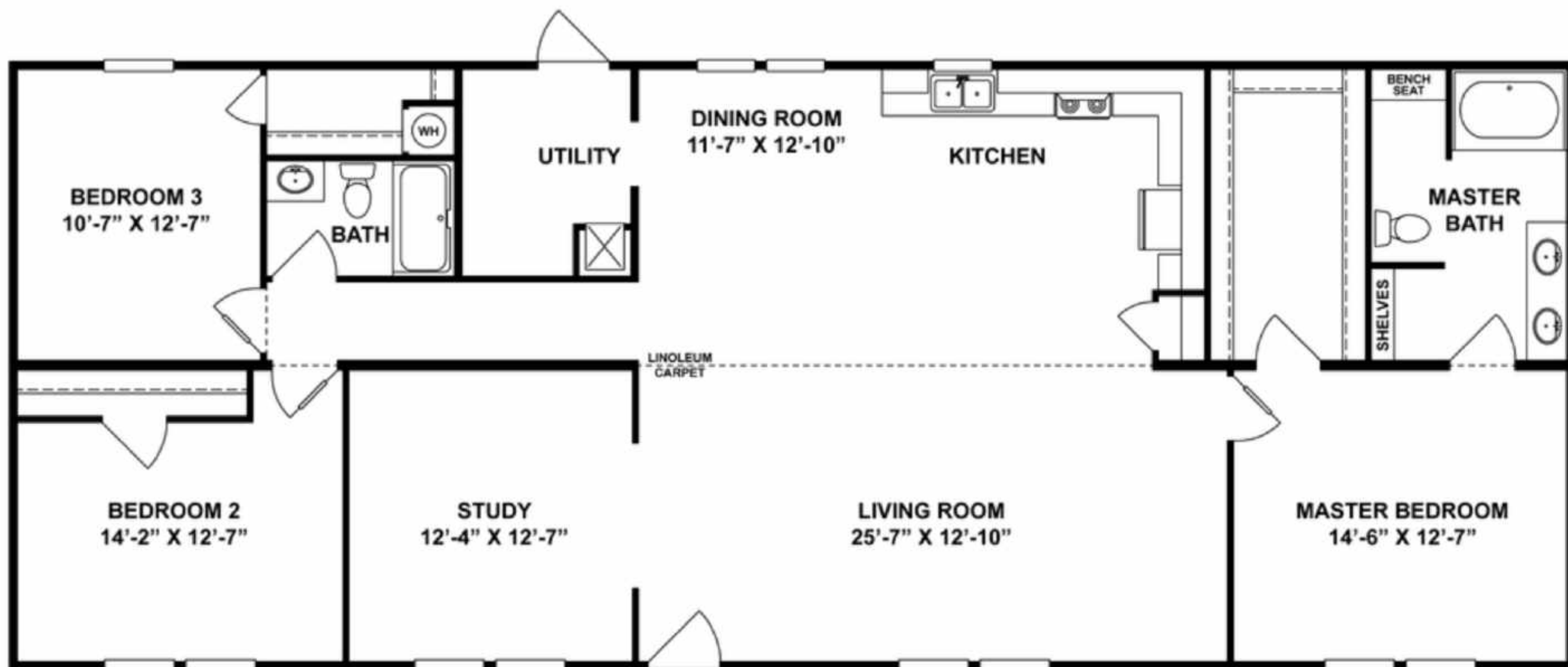
The Kennesaw, Starting at \$140,000

4 Bedrooms | 2 Bathrooms | 2,001 Square Feet



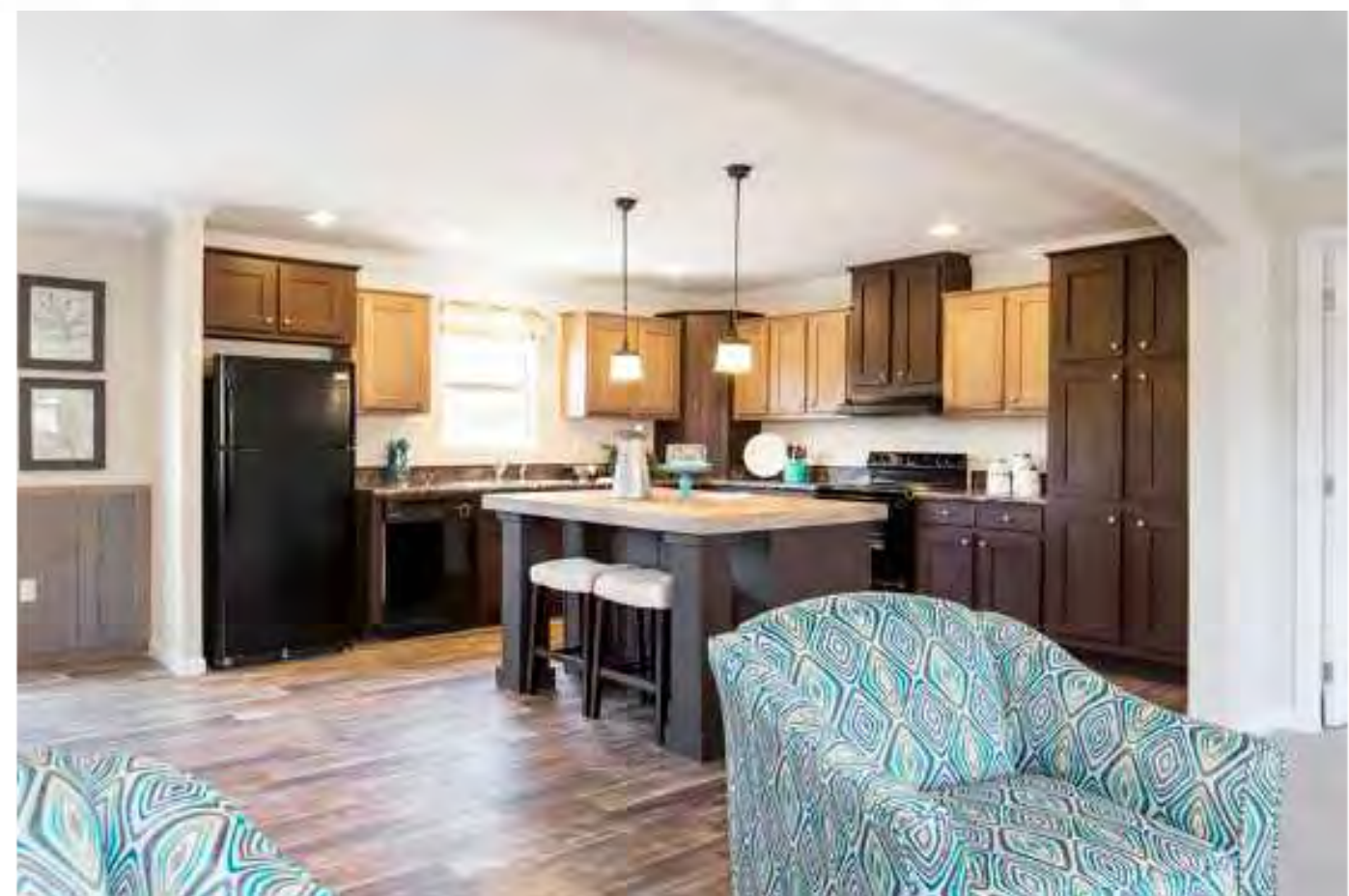
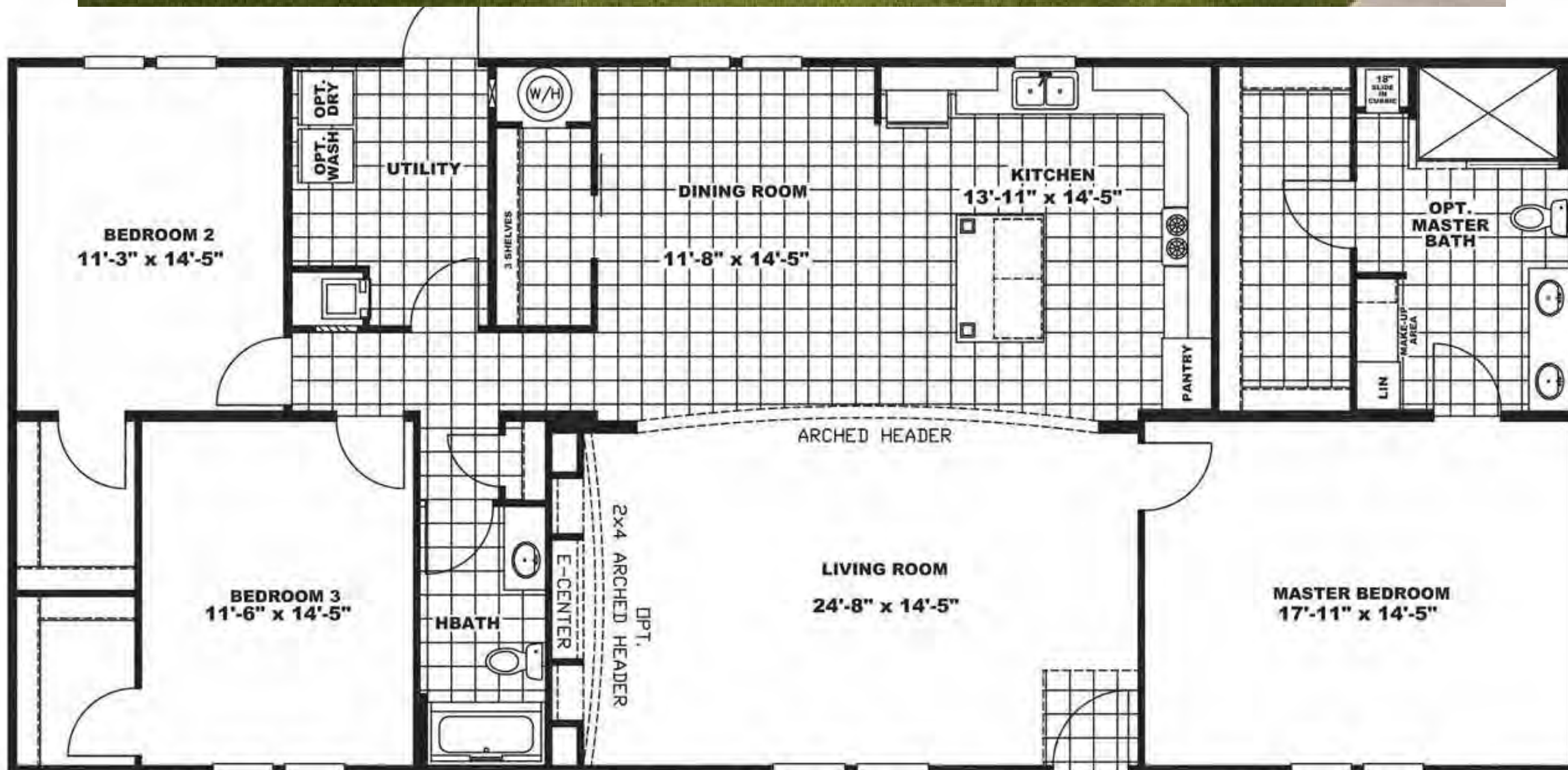
The Treyburn, Starting at \$140,000

3 Bedrooms | 2 Bathrooms | 1,791 Square Feet



The Woodbridge, Starting at \$140,000

3 Bedrooms | 2 Bathrooms | 1,980 Square Feet



Building Specifications

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- Step 2: Confirm Wind Zone - p. 4
- Step 3: Confirm Thermal Zone - p. 5
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Introduction

This installation manual contains instructions that must be followed for the proper installation of the home. It complies with the HUD Installation Standards. Please read all instructions and any other documents (including addendum pages and supplements) that may apply to the specific home prior to commencing site work or installation.

This installation manual covers permits and site work through final inspection of the installation. It covers both single and multi-section homes installed over pier and anchor and load bearing crawl space walls. It contains instructions, including specifications and procedures, for the set and hookup of homes to be used as single-family dwellings.

The importance of correct installation cannot be over-emphasized. Correct installation is absolutely essential to homeowner satisfaction and the structural integrity of the home. All instructions must be followed to provide the customer with a safe, quality home.

No manual can cover all circumstances that may exist for certain home designs or building sites. For questions, further clarification or if you encounter conditions at the site or in the design of the home or its foundation not covered by this manual, please contact the manufacturer, a registered engineer or registered architect.

Supplemental addendum pages may be included with this manual. Supplements include requirements not covered in this manual or that supercede the manual instructions.

Once the home installation is complete, leave this manual with the home.

IMPORTANT NOTICES

- The home manufacturer is not responsible for installation or for the materials supplied by the set-up crew at the time of installation. The installer may be responsible for any deviations from the installation instructions of this manual.
- To keep the home in compliance with its warranty, the home installation must follow the procedures described in this manual or other procedures approved by the manufacturer. Deviation from the instructions in this manual may void the home's warranty. Any alterations or changes to the home shall be approved by a registered engineer or registered architect and may still be subject to warranty violations.
- When an installer does not provide support and anchorage in accordance with the approved manufacturer's installation instructions, or encounters site conditions (such as areas that are subject to flood damage or high seismic risk) or other conditions that prevent the use of the instructions provided in this manual, the installer must obtain special site-specific instructions from the manufacturer or use a design approved by a registered engineer or registered architect. Designs provided by registered professional engineers or registered architects must also be approved by the manufacturer and DAPIA. Alternative support and anchorage designs may be used which are state approved and acceptable to the local authority having jurisdiction.

SAFETY

There are potential hazards associated with the installation of a manufactured home. Home installers are licensed and, as experienced professionals, should recognize these hazards, be qualified to work with them, and be capable of providing safe work practices and equipment that minimize the risks of injury.

Only qualified persons should install a manufactured home. The installer must possess a valid installation license as a manufactured home installer. As qualified professionals in the field of home installation, installers are the experts and must be aware of the hazards and conditions faced. Warnings are published throughout this manual as reminders. These reminders may not cover all hazards, all potential hazards, or all possible consequences of improper or unsafe installation practices.

Construction crews should be trained in the skills required and be supervised by experienced personnel. Installers should regularly inspect work performed by crews and subcontractors.

Obey OSHA regulations, particularly those related to home construction, such as Title 29 Code of Regulations Part 1926. For copies of OSHA regulations, call (202) 512-1800 or visit www.osha.gov on the web.

DISPLAY AND STORAGE OF THE HOME

WEATHER PROTECTION

If the installation is not started immediately upon delivery of the home, the retailer and/or installer has the responsibility to ensure the exterior weather protection covering of marriage walls and the roof of homes has not been damaged during shipment. Inspect the home immediately upon the delivery and frequently during storage. Promptly repair tears in the home closure materials to prevent damage from the elements. Inspect and repair nail holes in roof shingles with asphalt cement or replace damaged shingles. Inspect and repair siding as needed.

SUPPORTING A HOME FOR DISPLAY

When a new home is to be displayed at a retail location, temporarily block and support the home. Set up homes with single block piers (maximum height per Table 9), metal piers or jack stands spaced no further apart than 12 feet o.c. beneath each I-beam. The tire and axle system may be used as one of these required supports, and the hitch jack may be used as another. Locate the first support no further than two feet from the rear end of the home (**Figure 1**). Place additional supports along the perimeter on either side of openings greater than four feet (i.e. sliding glass doors, bay windows, etc.). For 18' wide homes, perimeter supports must also be spaced no further than 12 feet o.c.

For multi section homes, locate additional supports along the marriage line under support columns. These locations will be marked by the manufacturer.

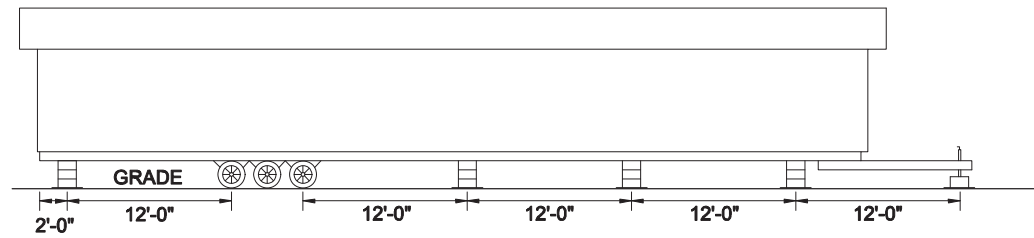


Figure 1. Supporting a home for display

For all homes, place footings below each support. Footings may be placed directly on the surface grade without excavation and may be ABS pads, 2 x 10 by 16 inch long pressure treated lumber or 16" x 16" by 4 inch thick concrete pads.

SUPPORTING A HOME FOR STORAGE

To prevent damage to homes being stored at the manufacturer's facility, model home center or the home site, but not on display (i.e. people shall not be permitted inside the home) for a period exceeding 30 days, locate supports below each I-beam no further than two feet from each end of the home and at the approximate center of the home length. For 18' wide homes, perimeter supports must also be spaced no further than 12 feet o.c.

Whether the home is being supported for display or storage the height of the home should be no higher than 48 inches as measured from the top of the ground to the bottom of the I-beam. In addition, it is extremely important that the roof/ridge vents are installed while the home is on display. Failure to install the roof/ridge vents may lead to significant damage to the roof and home.

Getting Started

This chapter covers a few steps that, taken now, will avoid problems later in the installation process.

Follow the Steps below:

- ▼ **STEP 1. LOCATE THE DATA PLATE** (p. 4)
- ▼ **STEP 2. CONFIRM WIND ZONE** (p. 4)
- ▼ **STEP 3. CONFIRM THERMAL ZONE** (p. 5)
- ▼ **STEP 4. CONFIRM ROOF-LOAD ZONE** (p. 7)
- ▼ **STEP 5. CHECK LOCAL CODES AND SECURE PERMITS** (p. 8)

STEP 1. LOCATE THE DATA PLATE

Locate the data plate inside the home (**Figure 2**), typically inside a kitchen cabinet door or on a wall panel or door face near the electrical panel, utility room or bedroom closet.



Figure 2. Sample data plate – shown as reference only, actual data plate may vary.

The information on the data plate will be used to verify that the home was designed for the proper location.

STEP 2. CONFIRM WIND ZONE

From **Table 1**, identify the wind zone for the home. Verify that the home conforms to the following rules and any special requirements determined by the LAHJ.

- No home may be located in a higher wind zone than that indicated on the data plate. (Example: a home designed for Wind Zone II cannot be placed in Wind Zone III.)
- A home may be located in a lower wind zone than that indicated on the data plate. (Example: a home designed for Wind Zone II can be placed in either Wind Zone II or I.) When a home is located in a lower wind zone than indicated on the data plate it may be installed per the requirements of the lower wind zone.
- Homes located within 1,500 feet of the coastline in Wind Zones II and III must be designed to withstand exposure 'D' conditions. This will be indicated on the data plate.

If the home does not conform to these rules, contact the manufacturer immediately.

TABLE 1. WIND ZONE BY LOCALITY

Wind Zone I	
All areas except those areas listed below as being within Wind Zone II or III	
Wind Zone II	
Alabama	Counties of Baldwin and Mobile
Florida	All counties except those listed below as within Wind Zone III
Georgia	Counties of Bryan, Camden, Chatham, Glynn, Liberty, McIntosh
Louisiana	Parishes of Acadia, Allen, Ascension, Assumption, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson Davis, Lafayette, Livingston, Pointe Coupee, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Tammany, Tangipahoa, Vermillion, Washington, West Baton Rouge, and West Feliciana
Maine	Counties of Hancock and Washington
Massachusetts	Counties of Barnstable, Bristol, Dukes, Nantucket, and Plymouth
Mississippi	Counties of George, Hancock, Harrison, Jackson, Pearl River, and Stone
North Carolina	Counties of Beaufort, Brunswick, Camden, Chowan, Columbus, Craven, Currituck, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington
South Carolina	Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper, and Williamsburg
Texas	Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Orange, Refugio, San Patricio, and Willacy
Virginia	Cities of Chesapeake, Norfolk, Portsmouth, Princess Anne, and Virginia Beach
Wind Zone III	
Hawaii	Entire state
Alaska	Coastal regions (as determined by the 90 mph isotach on the ANSI/ASCE 7-88 map)
Florida	Counties of Broward, Charlotte, Collier, Dade, Franklin, Gulf, Hendry, Lee, Martin, Manatee, Monroe, Palm Beach, Pinellas, and Sarasota
Louisiana	Parishes of Jefferson, La Fourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. Mary, and Terrebonne
North Carolina	Counties of Carteret, Dare, and Hyde
Other	All regions of the U.S. Territories of American Samoa, Guam, Northern Mariana Islands, Puerto Rico, Trust Territory of the Pacific Islands, and the United States Virgin Islands



Figure 2A. Wind zone map

STEP 3. CONFIRM THERMAL ZONE

From **Table 2**, identify the thermal (UO) zone for the home. Verify that the home conforms to the following rules.

- No home may be located in an area with a higher thermal zone number than that indicated on the data plate. (Example: a home designed for Thermal Zone 2 cannot be placed in Thermal Zone 3.)

Getting Started

- A home may be located in a lower thermal zone than that indicated on the data plate. (Example: a home designed for Thermal Zone 2 may be placed in either Thermal Zone 2 or 1.)
- In no case may a home designated for installation in the "Humid & Fringe Climate," as identified on the data plate, be located outside of this region (**Table 2**).

If the home does not conform to these rules, contact the manufacturer immediately.



Figure 3. Thermal (U_o) zone map



Figure 3A. Humid & fringe climate map

TABLE 2. HUMID AND FRINGE CLIMATE ZONES

Humid and Fringe Climate Zone	
Alabama	Counties of Baldwin, Barbour, Bullock, Butler, Choctaw, Clarke, Coffee, Conecuh, Covington, Cerenshaw, Dale, Escambia, Geneva, Henry, Houston, Lowndes, Marengo, Mobile, Monroe, Montgomery, Pike, Washington, and Wilcox
Florida	All counties and locations
Georgia	Counties of Appling, Atkinson, Bacon, Baker, Ben Hill, Berrien, Brantley, Brooks, Bryan, Calhoun, Camden, Charleton, Chatham, Clay, Clinch, Coffee, Colquitt, Cook, Crisp, Decatur, Dougherty, Early, Echols, Effingham, Evans, Glynn, Grady, Irwin, Jeff Davis, Lanier, Lee, Liberty, Long, Lowndes, McIntosh, Miller, Mitchell, Pierce, Quitman, Randolph, Seminole, Tattnall, Terrell, Thomas, Tift, Turner, Ware, Wayne, and Worth
Hawaii	All counties and locations
Louisiana	All counties and locations
Mississippi	Counties of Adams, Amite, Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Issaquena, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lawrence, Lincoln, Marion, Pearl River, Perry, Pike, Rankin, Simpson, Smith, Stone, Walthall, Warren, Wayne, and Wilkinson
North Carolina	Counties of Brunswick, Carteret, Columbus, New Hanover, Onslow, and Pender
South Carolina	Counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry and Jasper
Texas	Counties of Anderson, Angelina, Aransas, Atascosa, Austin, Bastrop, Bee, Bexar, Brazoria, Brazos, Brooks, Burleson, Caldwell, Calhoun, Cameron, Camp, Cass, Chambers, Cherokee, Colorado, Comal, De Witt, Dimmit, Duval, Falls, Fayette, Fort Bend, Franklin, Freestone, Frio, Galveston, Goliad, Gonzales, Gregg, Grimes, Guadalupe,

Hardin, Harris, Harrison, Hays, Henderson, Hidalgo, Hopkins, Houston, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Karnes, Kaufman, Kenedy, Kinney, Kleberg, La Salle, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Madison, Marion, Matagorda, Maverick, McMullen, Medina, Milam, Montgomery, Morris, Nacogdoches, Navarro, Newton, Nueces, Orange, Panola, Polk, Rains, Refugio, Robertson, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, Shelby, Smith, Starr, Titus, Travis, Trinity, Tyler, Upshur, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Williamson, Wilson, Wood, Zapata, and Zavala

STEP 4. CONFIRM ROOF LOAD ZONE

From **Table 3**, identify the Roof Load Zone for the home. Verify that the home conforms to the following rules.

- No home may be placed in an area with a higher roof load than that indicated on the data plate. (Example: a home designed for the South (20 psf) Roof Load Zone cannot be placed in the Middle (30 psf) Roof Load Zone).
- A home may be located in an area with a lower roof load than that indicated on the data plate. (Example: a home designed for the Middle (30 psf) Roof Load Zone may be placed in the South (20 psf) Roof Load Zone). When a home is located in an area with a lower roof load than indicated on the data plate it may be installed per the requirements of the lower roof load area.
- **There are special high roof load areas (primarily in mountains) not shown on the map. Contact the LAHJ or SAA for information about these areas. The home's data plate will indicate if the home has been designed for one of these high roof load areas.**
- Ramadas may be used in areas with roof live loads greater than 40 psf. Ramadas are to be self-supporting, except that any connection to the home must be for weatherproofing only.



Figure 3B. Roof (snow) load map

TABLE 3. ROOF LOADS BY LOCALITY

North (40 psf roof load)	
Alaska	All counties
Maine	Counties of Aroostook, Piscataquis, Somerset, Penobscot, Waldo, Knox, Hancock, Washington
Middle (30 psf roof load)	
Colorado	All counties
Idaho	All counties
Iowa	Counties of: Buena Vista, Butler, Calhoun, Cerro Gordo, Cherokee, Chickasaw, Clay, Dickinson, Emmet, Floyd, Franklin, Hamilton, Hancock, Hardin, Howard, Humboldt, Ida, Kossuth, Lyon, Mitchell, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, Webster, Winnebago, Worth, Wright
Maine	Counties of Androscoggin, Cumberland, Franklin, Kanabec, Lincoln, Oxford, Sagadahoc, York
Massachusetts	County of Essex
Michigan	Counties of Alger, Alcona, Alpena, Antrim, Baraga, Benzie, Charlevoix, Cheboygan, Chippewa, Crawford, Delta, Dickson, Emmet, Gogebic, Grand Traverse, Houghton, Iron, Kalkaska, Keweenaw, Leelanau, Luce, Mackinac, Marquette, Menominee, Missaukee, Montmorency, Ogemaw, Ontonagon, Oscoda, Otsego, Presque Isle, Roscommon, Schoolcraft, Wexford
Minnesota	Counties of Aitkin, Anoka, Benton, Blue Earth, Brown, Cass, Carlton, Carver, Chippewa, Chisago, Cook, Cottonwood, Crow Wing, Dakota, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Hubbard, Itasca, Isanti, Jackson, Kandiyohi, Kanabec, Koochiching, Lac qui Parle, Lake, Le Sueur, Lincoln, Lyon, McLeod,

	Meeker, Morrison, Millie Lacs, Mower, Martin, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pine, Pope, Ramsey, Redwood, Renville, Rice, Rock, St. Louis, Sibley, Scott, Steele, Sherburne, Swift, Stearns, Stevens, Todd, Wade-na, Wright, Washington, Wabasha, Winona, Waseca, Watonwan, Yellow Medicine
Montana	All Counties
New Hampshire	All Counties
New York	Counties of Cayuga, Clinton, Essex, Erie, Franklin, Fulton, Genesee, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga Ontario, Orleans, Oswego, St. Lawrence, Saratoga, Schenectady, Seneca, Warren, Washington, Wayne, Wyoming, Yates
South Dakota	Counties of Brookings, Clay, Codington, Deuel, Grant, Hamlin, Hanson, Hutchinson, Kingsbury, Lake, Lincoln, McCook, Miner, Minnehaha, Moody, Turner, Union, Yankton
Utah	All Counties
Vermont	Counties of Addison, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windsor
Wisconsin	Counties of Ashland, Bayfield, Barron, Buffalo, Burnett, Clark, Chippewa, Door, Douglas, Dunn, Eau Claire, Florence, Forest, Iron, Jackson, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida, Pepin, Pierce, Polk, Price, Rusk, St. Croix, Sawyer, Taylor, Trempealeau, Vilas, Washburn
Wyoming	All Counties
South (20 psf roof load)	
Other	The states and counties not listed for the Middle or North roof load zone above are deemed to be within the South roof load zone.

Is the data plate present and the home placed in the appropriate wind, thermal and roof load zones?

- ▶ **YES, go to STEP 5, CHECK LOCAL CODES AND SECURE PERMITS**
- ▶ **NO, Stop installation activities and notify the home retailer.**

STEP 5. CHECK LOCAL CODES AND SECURE PERMITS

Local regulations may set conditions for the siting and installation of a manufactured home. Consult the LAHJ, state manufactured housing association and the state SAA (See **Resources, p. 5**) for the specific local requirements, including:

- Building codes that may affect the construction of site built structures and infrastructure.
- Local requirements regulating the installation of manufactured homes.
- Setback requirements for property lines, streets, yards, and courts.
- Fire separation distances.
- Development covenants for the specific property.
- The locations of flood hazard areas and any special foundation requirements for homes installed in those areas.
- In some areas, building permits are required to install manufactured homes. Prior to making any alteration to the site and the home, contact the LAHJ to determine if plan approval and permits are required.



Areas subject to flooding.

The foundation specifications contained in this manual are NOT intended to address flood loads. If the home is located in the flood plain, consult a registered engineer.

▶ go to **Prepare the Site**

Prepare the Site

A properly prepared site is critical to a good quality installation and the long term structural stability of the home.

This chapter explains the process of planning the site, evaluating the soil, and preparing the site for construction of the home's support system.

Follow the Steps below:

- ▼ **STEP 1. PLAN SITE ACCESS** (p. 9)
- ▼ **STEP 2. DETERMINE HOME LOCATION AND LAYOUT** (p. 9)
- ▼ **STEP 3. CLEAR AND GRADE THE SITE** (p. 10)
- ▼ **STEP 4. DETERMINE SOIL CONDITIONS** (p. 10)
- ▼ **STEP 5. DETERMINE SOIL BEARING CAPACITY AND FROST LINE** (p. 11)
- ▼ **STEP 6. DETERMINE GROUND ANCHOR HOLDING CAPACITY** (p. 13)

STEP 1. PLAN SITE ACCESS

Planning the route to the site is typically the responsibility of the retailer or transportation company. Whoever is responsible must secure state permits from the states through which the home will pass.

In planning the route, avoid obstructions that might interfere with the passage of the home, such as low hanging wires and trees, low overpasses and bridges not suitable for the load. Contact the utility company if wires need to be moved. Do not allow branches, bushes or other foliage to scrape against the home as the home is moved to the site. Avoid ditches, berms, steep slopes and soft ground. Identify and fill any holes and soft spots into which the transporter's wheels may sink. Avoid moving over steep changes in grade (20 degrees or more).

If required, provide for home storage and staging areas on the site. Plan the delivery and staging of home sections and materials so that after all deliveries are complete, home sections and materials can be accessed for use and installed in the appropriate sequence. Orient home sections so they do not have to be rotated or excessively maneuvered during the installation process. Plan for temporary needs, such as dumpsters, portable toilets, crew parking, delivery vehicle drop-offs and concrete mixer deliveries.

Before moving the home to the site, inform the LAHJ and make sure the site is prepared and utilities are available.

STEP 2. DETERMINE HOME LOCATION AND LAYOUT

The home location may have already been determined by others. If not, plan the home location and layout in compliance with the regulations researched in **Getting Started, STEP 5. CHECK LOCAL CODES AND SECURE PERMITS** (p. 14). Contact utilities for locations of existing infrastructure, such as underground cables, pipes and electrical lines.

When planning the site improvements, consider the following:

- The home location should be level.
- Avoid contact with large trees, steep slopes, poorly drained areas and potential flood zones.
- Preserve trees and shrubs for shade, visual screens and windbreaks.



Site Preparation. Final responsibility for site preparation, including soil stability and frost heave control, lies with the installer. An improperly prepared site may result in the denial of a foundation-related warranty claim.



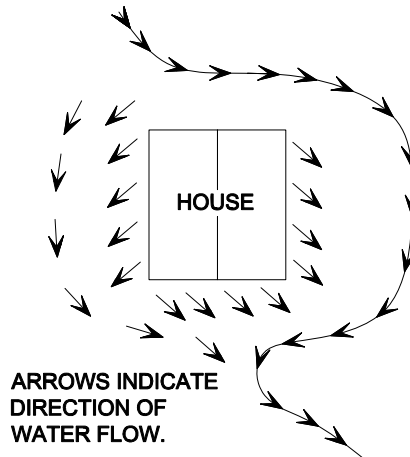
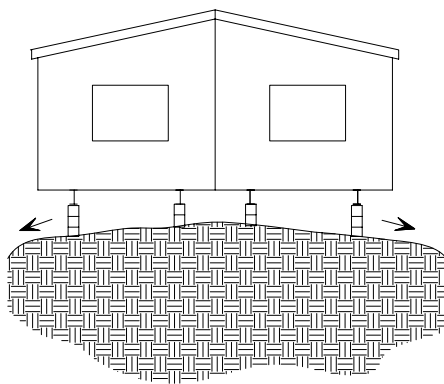
Fire separation. Comply with any LAHJ fire separation requirements or the requirements NFPA 501A, 2003 edition (Chapter 6).

- Plan the driveway, parking areas, septic, well, other structures and utility lines.
- Consider future additions, such as screen rooms, porches and awnings.
- Site the home away from natural water paths.

STEP 3. CLEAR AND GRADE THE SITE

Trim overhanging foliage (tree limbs, etc. that could cause damage to the home) considering future growth, potential storms, swaying in wind and snow/ice-weighted branches. All organic material such as vegetation, wood, roots, twigs, dead branches, grass, brush and wood scraps must be removed in areas where footings are to be placed. Remove any debris that could become termite infested from the site and surrounding area. Properly dispose of all items.

Crown the site (**Figure 4**) away from the foundation for the first ten feet with a minimum slope of 1/2 inch per foot. Where property lines, walls, slopes or other physical conditions prohibit this slope, provide the site with drains, swales or grading to drain water away from the structure. Any fill required to grade the site should be inorganic “controlled fill” applied in a maximum of four inch layers, compacted between each layer to at least 90% of its maximum relative density. Direct runoff away from the site using ditches and berms (**Figure 5**). If the home will have skirting, start grading from two feet in from the edge of the home.



Grade the ground so that water under porches, decks and recessed entries flows away from the home. If proper grading is not possible, use other methods such as a drain tile and automatic sump pump system to remove any water that may collect under the home.

The home is suitable for the installation of gutters and downspouts. Gutters and downspouts must be installed per the gutter and downspout manufacturer’s installation instructions. When gutters and downspouts are installed, direct runoff away from the home.

STEP 4. DETERMINE SOIL CONDITIONS

Examine the soil type under the proposed home location to make sure it is suitable for placement of a home. The design of the home’s support system, including footing/pier spacing and size, will in part be determined by the bearing capacity of the soil and, if ground anchors are used, by the soil’s withdrawal strength.

The soil under every portion of the support system must meet the following criteria:

- The soil must be firm and undisturbed (not previously excavated) or fill com-



Site drainage. Moisture under the home can result in structural damage to the floor system, foundation, anchoring system and other parts of the home. Failure to provide adequate slope/drainage can result in moisture-related problems such as mold, mildew and erosion.

Figure 4. Crown the soil under the home to prevent water ponding

Figure 5. Direct runoff away from the home



Soil. Inadequate soil bearing capacity or a support system mismatched to the soil characteristics can result in excessive or differential

pacted to at least 90% of its maximum relative density). Uncompacted fill will settle over time, causing the home to shift and become unlevel.

- Fill must not contain large debris. This too will settle over time.
- The soil must not be comprised of organic clays or peat. Organic material can decay, causing settlement and also may harbor pests that can infest the home.
- A soil's bearing capacity can be greatly reduced when it is saturated with water. Note that water tables may vary with seasonal or climactic conditions. Consult a geologist or the LAHJ if you are unsure of the water table level.
- The soil must not be a highly expansive type. Expansive soils can expand when they become saturated with water, causing the home to shift and become unlevel. If soils are expansive contact a registered engineer, or registered architect to assist with the design of the foundation system.

Does the soil meet these criteria?

- ▶ **YES, go to STEP 5, DETERMINE SOIL BEARING CAPACITY AND FROST LINE.**
- ▶ **NO, Consult a registered engineer, registered architect, or geologist to determine a suitable soil bearing capacity.**

STEP 5. DETERMINE SOIL BEARING CAPACITY AND FROST LINE

The soil under a home must be capable of withstanding the loads imposed by the weight of the home, its support system and furnishings as well as any loads imposed by wind, snow or other climactic conditions.

SOIL BEARING CAPACITY

Determine the soil bearing capacity in pounds per square foot (psf) before designing a support system. The higher the capacity (psf), the more weight the soil can hold without unduly compressing. As the soil bearing capacity increases, footings can be reduced in size or spaced farther apart.

Use one or more of the following methods to determine the site's soil bearing capacity:

- **Test the soil.** Hire a registered geologist, registered engineer, or registered architect to determine the soil classification and maximum allowable soil bearing capacity by testing the soil in accordance with generally accepted engineering practice. In addition, the registered professional may designate a footing capacity (lbs) based on a site-specific soils evaluation and footing design.
- **Obtain soil records.** The local office of the U.S. Department of Agriculture's Natural Resources Conservation Service (www.soils.usda.gov) and/or the LAHJ may have test results and/or soil analyses on file for the area.
- **Conduct a pocket penetrometer test.** Use a pocket penetrometer to estimate allowable soil bearing capacity as follows:
 1. Select a location that will be under a footing.
 2. Clear a minimum area of one square foot to the depth of the bottom of the planned footing.
 3. Using the instructions provided with the pocket penetrometer, take at least five readings.
 4. Discard the high and low readings and average the remaining readings. Round this result down to the nearest soil bearing value shown in **Table 4**.
 5. Confirm that the rounded result matches the soil description in **Table 4**.
- **Determine soil bearing value by visual examination.** If one of the options above is not available, the values in **Table 4** can be used to establish soil bearing capacity by visual examination. This method provides lower capacity values than the options above. Accurate soil identification typically requires special training or expertise. An engineer or building code official may be able to assist in classifying the soil found on the site.

settlement of the home, which can cause the home to become unlevel, resulting in jammed doors and windows, cracks in finishes and ruptured plumbing connections.



Soil bearing capacity. Support systems on soils with bearing capacities less than 1,000 psf must be designed by a registered engineer or registered architect and approved by the LAHJ.

Limitations of Pocket penetrometers. Pocket penetrometers do not work on sand or gravel. Use to determine allowable pressure for these types of soils. If you encounter a layer of gravel, test the soil under the gravel. Do not put the penetrometer on stones larger than its tip as this will provide an inaccurate reading.

TABLE 4. SOIL BEARING CAPACITY BY SOIL TYPE

Soil Classification					
Classification Number	ASTM D 2487-00 or D 2488-00 (incorporated by reference, see 3285.4)	Soil Description	Allowable Soil Bearing Pressure (psf) ¹	Blow Count ASTM D 1586-99	Torque Probe ³ Value ⁴ (inch-pounds)
1	-	Rock or hard pan	4,000+		
2	GW, GP, SW, SP, GM, SM	Sandy gravel and gravel; very dense and/or cemented sands; coarse gravel/cobbles; pre-loaded silts, clays and coral	2,000	40+	More than 550
3	GC, SC, ML, CL	Sand; silty sand; clayey sand; silty gravel; medium dense coarse sands; sandy gravel; and very stiff silt, sand clays	1,500	24-39	351-550
4A	CG, MH ²	Loose to medium dense sands; firm to stiff clays and silts; alluvial fills	1,000	18-23	276 – 350
4B	CH, MH ²	Loose sands; firm clays; alluvial fills	1,000	12-17	175-275
5	OL, OH, PT	Uncompacted fill; peat; organic clays	Refer to 3285.202(e)	0-11	Less than 175

¹ The values provided in this table have not been adjusted for overburden pressure, embedment depth, water table height or settlement problems.

² For soils classified as CH or MH, without either torque probe values or blow count test results, selected anchors must be rated for a 4B soil.

³ The torque test probe is a device for measuring the torque value of soils to assist in evaluating the holding capacity of the soil in which the ground anchor is placed. The shaft must be of suitable length for the full depth of the ground anchor.

⁴ The torque value is a measure of the load resistance provided by the soil when subject to the turning or twisting force of the probe.

- **Use default capacity.** Use an allowable pressure of 1,500 psf, unless site-specific information requires the use of lower values based on soil classification and type according to **Table 4**.

Note that soil types may vary across a home site. In this case, the soil with the lowest bearing capacity should be assumed when designing the support system. Keep a record of the soil bearing capacity value; it will be used later to design the home's support system.

FROST LINE

Obtain the local design frost depth for footings from one of the following methods:

- The local authority having jurisdiction (LAHJ).
- Consult with a registered architect, registered engineer, or registered geologist.
- Use Figure 5A map.
- Use Table 4A with the site's Air Freezing Index (AFI).

TABLE 4A. DESIGN FROST DEPTH FOR FOOTINGS

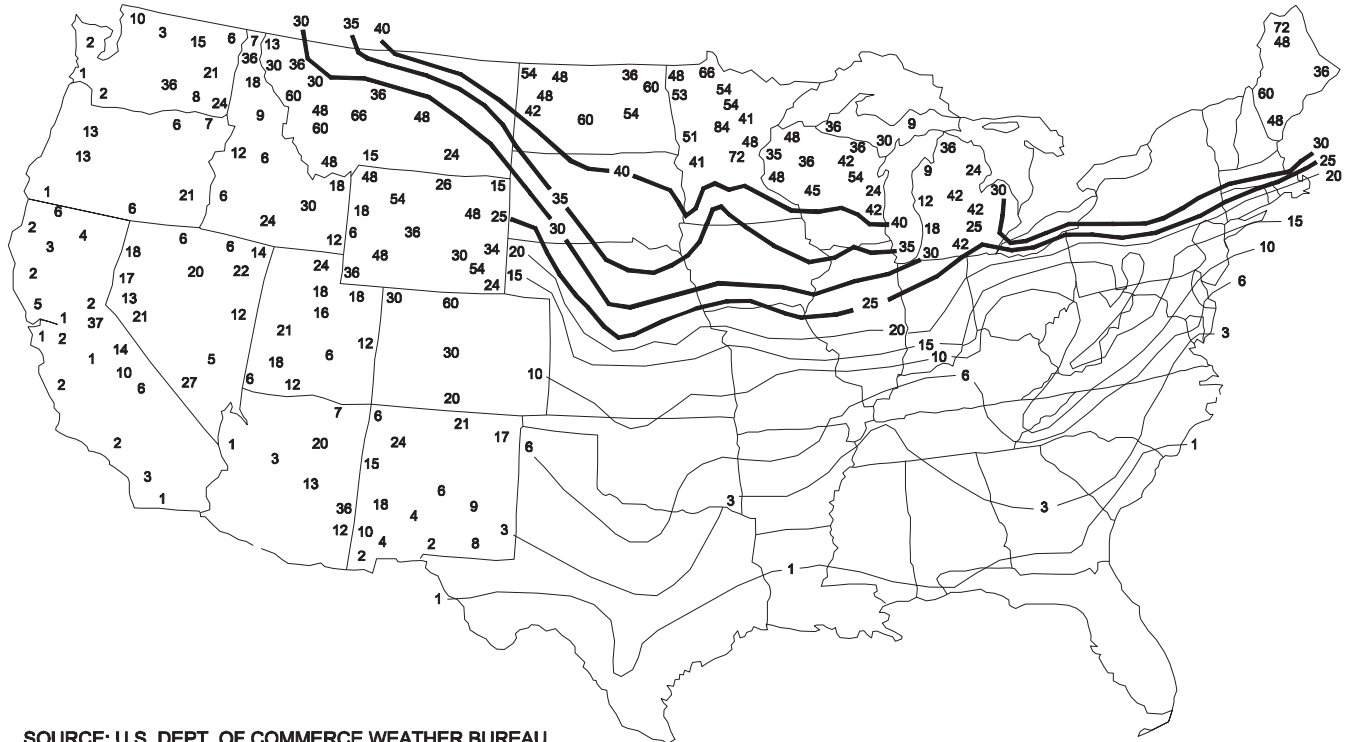
Air-Freezing Index	Minimum Depth (in)	Air-Freezing Index	Minimum Depth (in)
50 or lower	3	2000	40
250	9	2500	45
350	12	3000	52
500	16	3500	57
1000	24	4000	62
1500	32	4250	65



The depth of interior pier footings may be taken as one half the depth required when interior footers are located within an enclosed space meeting all the following:

- ¹ All vents in skirting are capable of closing at outdoor temperatures below 40 degrees F.
- ² Skirting is insulated to a minimum R-5 when unadjusted frost depth is up to 45 inches and a minimum of R-10 when unadjusted frost depth exceeds 45 inches.
- ³ An approved ground vapor barrier is applied.

FROST PENETRATION MAP (AVERAGE DEPTH OF FROST PENETRATION - IN INCHES)



SOURCE: U.S. DEPT. OF COMMERCE WEATHER BUREAU

Figure 5A. Frost Penetration Map

Will this installation use auger-type ground anchors or concrete anchors?

- ▶ YES, go to STEP 6, DETERMINE GROUND ANCHOR HOLDING CAPACITY.
- ▶ NO, go to Construct Foundation.

STEP 6. DETERMINE GROUND ANCHOR HOLDING CAPACITY

If the anchor holding strength of the soil is unknown test the soil per the requirements of the anchor manufacturer's installation instructions. Concrete anchors that are listed and certified by a professional engineer to have a working load capacity of 3150 lbs may be used as a substitute for the ground anchors specified within this manual when installed in accordance with manufacturer's installation instructions.

What type of support system will this installation use?

- ▶ For pier and ground or concrete anchor, go to Install Stabilizing Systems
- ▶ For load bearing perimeter wall, go to Construct Foundation



Torque Probe. If a torque probe is used, check with the utility companies for the location of underground cables or pipes to avoid contact with the probe shaft.

As the location and load for each support is determined, note it on the sketch. When selecting locations for supports, keep in mind that increasing the spacing between supports will increase the load on that support and the size of the required footing.

DETERMINE LOCATIONS

Point loads exist where a bearing/structural weight is concentrated and transferred to the foundation at a specific point. Locate a support under each point load, including the following examples:

- Exterior doors in side walls at both sides of each door (blocking is not required at exterior doors in non-load bearing end walls).
- Other exterior wall openings four feet and greater at both sides of each opening (including multiple windows that total four feet wide or more without intermediate supports, even if individual windows are less than four feet).
- Marriage line openings four feet or greater at both sides of each opening.
- Locations where through-the-rim crossover ducts penetrate the rim joist at the marriage line (unless otherwise noted in supplemental documents provided with the home or unless the home is constructed with a perimeter frame system).
- Marriage line columns.
- Load-bearing porch posts.
- On each side of factory installed fireplaces when located on the exterior sidewalls or marriage walls (except when supported by the steel header).

Adjustable outriggers may only be used to replace piers below exterior door or window openings less than 48" and below factory installed fireplaces located on the exterior sidewalls or marriage walls. Adjustable outriggers may only be used at these locations when they are installed according to the manufacturer's installation instructions. Adjustable outriggers are not an acceptable replacement for perimeter supports on homes requiring perimeter blocking. Factory installed outriggers and crossmembers may also replace piers below exterior door or window openings less than 48". Additional factory installed floor joists may replace piers below openings larger than 48" if noted on other supplemental documents.

Mark the required point load support locations on the sketch. Supports are not required where the manufacturer has reinforced the floor (such as with additional outriggers or floor joists) and so noted in the documentation provided with the home.

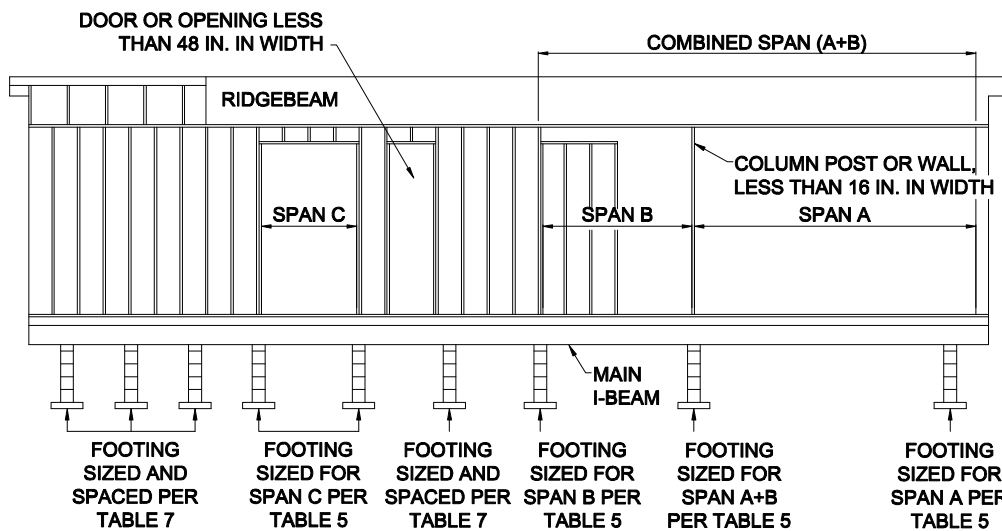


Figure 7. Typical point-load support locations along the marriage line.

CALCULATE LOADS

Use **Tables 5-5c** to determine the loads on point load supports (columns). For each support, find the table with the appropriate section width. Then, find the row with the appropriate roof load zone and the column corresponding to the span (see **Figure 7** for guidance on determining spans — if a support is shared by spans on both sides, add the respective loads together to arrive at the total load under that point). The number in the intersecting cell is the load.

Note the required loads next to each point load support on the sketch.

Install Footings

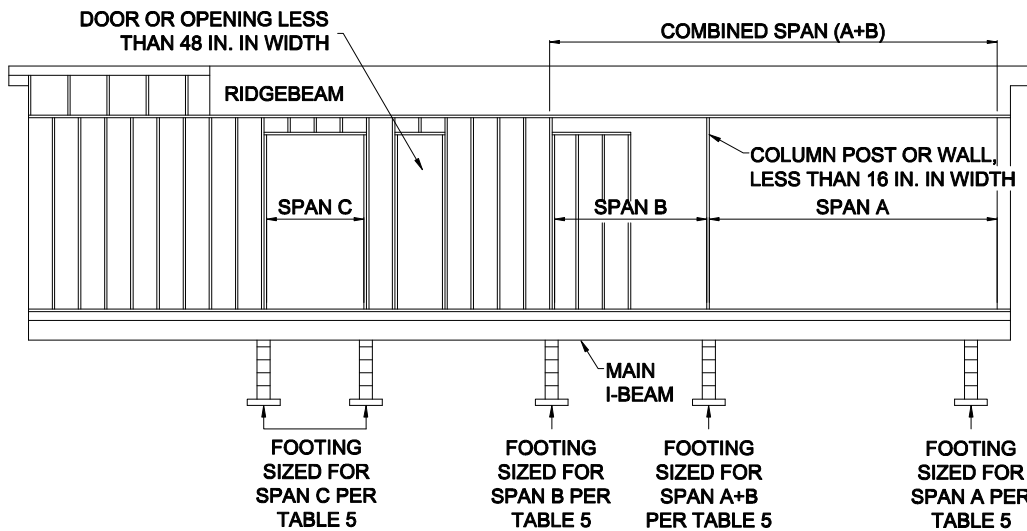


Figure 8A. Typical marriage line support locations for homes not requiring perimeter supports

CALCULATE LOADS

Use **Tables 6-6c** to determine the loads on frame supports. Find the chart with the appropriate sidewall eave overhang. Then, find the column with the appropriate roof load zone and section width. Find the row corresponding to the selected support spacing. The number in the intersecting cell is the load.

Loads on all frame supports can be assumed to be equal if support spacing is equal. However, if different support spacings are used then each support with a different spacing should be calculated separately.

Interpolation between values is permitted. Loads for piers installed at 5, 7, and 9 feet on-center can be estimated by adding the loads for the higher and lower spacing and dividing in half (eg. the load for piers installed at 7 feet on-center for a 16 wide with a 1-1/2" overhang in a 20 psf Roof Load Zone would be: 4510 lbs + 5666 lbs = 10176 lbs / 2 = 5088 lbs.

Note the location and load required of each support on the sketch.

(Width listed in each column of the following charts is the overall width of the home. Eg. 16 ft is a single section, 32 ft is a double section and 48 ft is a triple section).



TABLE 6. LOAD ON FRAME PIER FOOTINGS FOR HOMES NOT REQUIRING PERIMETER BLOCKING EXCEPT AT OPENINGS (LBS)

Roof Load Zone and Max. Home Width (1-1/2" Max. Sidewall Eave Overhang)

Pier Spacing	South (20 psf)					Middle (30 psf)					North (40 psf)				
	10 ft	12 ft	14 ft	16 ft	18 ft	10 ft	12 ft	14 ft	16 ft	18 ft	10 ft	12 ft	14 ft	16 ft	18 ft
Up to 4'	2195	2519	2843	3140	3410	2400	2764	3128	3462	3765	2605	3009	3413	3783	4120
> 4' to 6'	3093	3579	4065	4510	4915	3400	3946	4492	4993	5448	3708	4314	4920	5475	5980
> 6' to 8'	3990	4638	5286	5666	6420	4400	5128	5856	6523	7130	4810	5618	6426	7167	7840
> 8' to 10'	4888	5698	6508	7250	7925	5400	6310	7220	8054	8813	5913	6923	7933	8858	9700

TABLE 6a. LOAD ON FRAME PIER FOOTINGS FOR HOMES NOT REQUIRING PERIMETER BLOCKING EXCEPT AT OPENINGS (LBS)

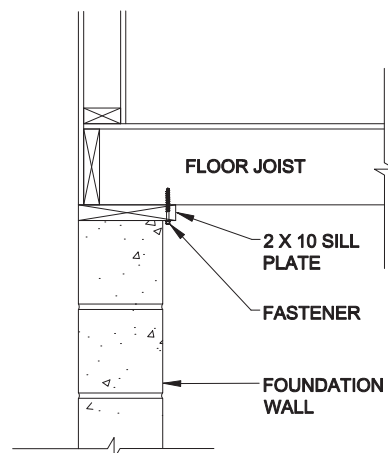
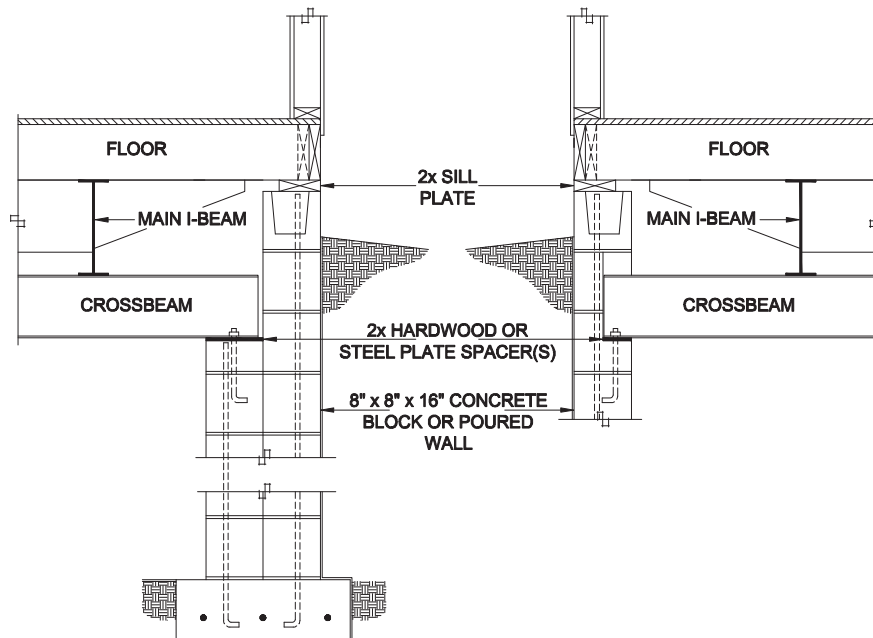
Roof Load Zone and Max. Home Width (6" Max. Sidewall Eave Overhang)

Pier Spacing	South (20 psf)					Middle (30 psf)					North (40 psf)				
	10 ft	12 ft	14 ft	16 ft	18 ft	10 ft	12 ft	14 ft	16 ft	18 ft	10 ft	12 ft	14 ft	16 ft	18 ft
Up to 4'	2240	2564	2888	3185	3455	2460	2824	3188	3522	3825	2680	3084	3488	3858	4195
> 4' to 6'	3160	3646	4132	4578	4983	3490	4036	4582	5083	5538	3820	4426	5032	5588	6093
> 6' to 8'	4080	4728	5376	5750	6510	4520	5248	5976	6643	7250	4960	5768	6576	7317	7990
> 8' to 10'	5000	5810	6620	7363	8038	5550	6460	7370	8204	8963	6100	7110	8120	9046	9888

Where open slatted deck boards are used at recessed entries and porches, provisions must be made to ensure water is not permitted to drain into the area under the conditioned portion of the home. Any perimeter type skirting or foundation wall should be installed to follow the exterior of the wall of the home and permit the area beneath the porch to drain water away from the home.

When constructing pockets for a cross beam system, measure the beam depth and locate the pockets carefully. It is critical that the home's frame rests on top of the cross beam and the perimeter of the floor rests squarely on the foundation wall sill plate (**Figure 13**). Leave room for a two-inch nominal, hardwood spacer or steel plate spacer on top of the wall pockets (to prevent corrosion, the steel beams must not be in direct contact with concrete). Leave at least one inch for thermal expansion at the ends of the beams and maintain a minimum of two inches of bearing area for the beams in the pockets (yielding a minimum pocket depth of three inches).

Bolt a pressure treated wood sill plate (minimum 2 x 6) to the top of the foundation wall. If the home's siding cannot be nailed through, use a 2 x 10 sill plate that extends into the foundation 1-1/4 inches (**Figure 14**). The home can then be connected to the foundation by fastening the sill plate into the floor joists from below. Connect the home to the foundation according to the approved design (See Step 1).



frame is designed to avoid interference with the foundation wall.

Checking the water table.

For basements, check for a high water table. The water table may vary seasonally or based on weather conditions. A geologist can perform an algae test to determine the water table level. The foundation design must account for a high water table.

Level the wall. Make sure the foundation is level and straight with no more than a 1/4 inch vertical variation over the entire foundation and no more than 1/8 inch vertical variation over any two-foot length.

Check for Plates. When using a cross beam system, check and compensate for reinforcement plates that add thickness to the chassis beam at axle locations.

Figure 13. Cross beam installation

Figure 14. Connection using 2 x 10 sill plate

TABLE 11. PIER MATERIAL MINIMUM SPECIFICATIONS

Component	Specification
Concrete Block	Nominal dimensions of at least 8" x 8" x 16"; confirming to ASTM designation C90
Caps	Solid masonry (nominal 4" x 8" x 16" pre-cast concrete without reinforcement); treated or hardwood lumber (nominal 2" x 8" x 16"); or steel (minimum 1/2" thick, corrosion protected by a min. of a 10 mil coating of an exterior paint or equivalent)
Spacers	Hardwood plates no thicker than 2" nominal or 4" nominal concrete block used to fill vertical gaps.
Shims (also called wedges)	When required, nominal 4-inch by 6-inch by 1-inch (max. vertical height) wood shims used in pairs. Some states, counties, townships, and or municipalities may require the use of hardwood or treated lumber shims. Other listed shims may be used if installed in accordance with the listing (max load capacity).
Commercial metal or pre-cast concrete piers	Available in various sizes stamped with maximum load capacity and listed or labeled for the required vertical load capacity, and, where required by design, for the appropriate horizontal load capacity. Metal or other manufactured piers must be provided with protection against weather deterioration and corrosion at least equivalent to that provided by a coating of zinc on steel of .30 oz per sq. ft of surface coated. Manufactured pier heights must be selected so that the adjustable risers do not extend more than 2 inches.
Pressure treated wood	With a water borne preservative, in accordance with AWPA Standard U1-04 for Use Category 4B ground contact applications

TABLE 12. PIER CONSTRUCTION

Pier location	Height	Configuration	Maximum offset top to bottom	Maximum Load (lbs)	
				Without Mortar	With Mortar
Frame	Less than 36 in *	Single stack blocks with long side perpendicular to frame I-beam	1/2"	6,500	7,680
	Between 36 in and 67 in	Double, interlocked blocks	1"	13,000 lbs.	15,360
	Between 36 in and 67 in	Triple, interlocked blocks	1"	19,500 lbs.	23,034
	Between 68 in and 108 in	Double, interlocked, reinforced blocks	1"	NA	39,500
Perimeter	54 in or less **	Single stack blocks with long side parallel to perimeter rail (rim joist)	1/2"	6,500	7,680
Marriage line	54 in or less**	Single stack blocks with long side perpendicular to the marriage line	1/2"	6,500	7,680

* Single stack piers may be constructed up to 54" max. height only when installed as perimeter and marriage line support piers.

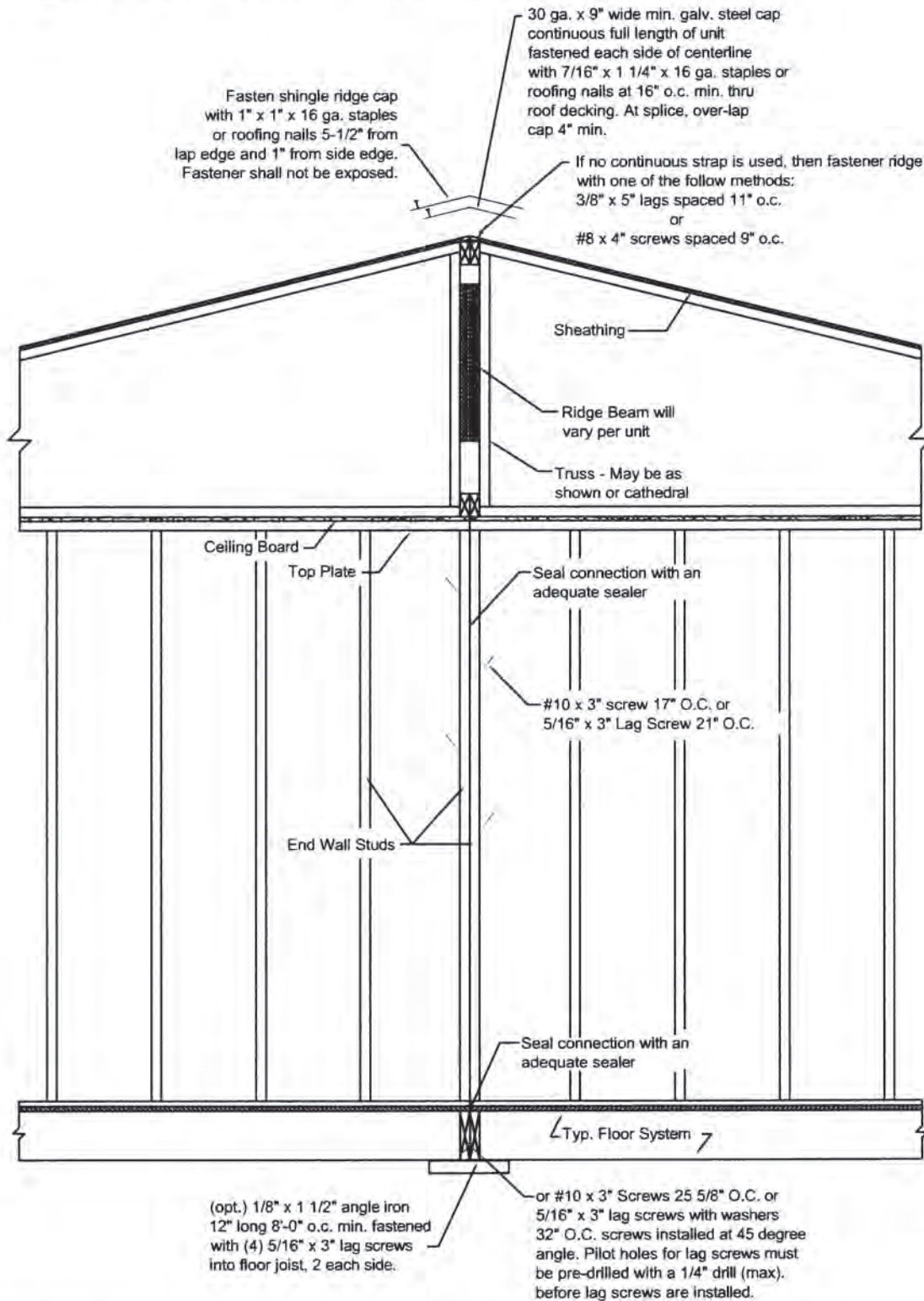
** Cross reference maximum allowable pier height with maximum allowable floor height listed in frame tiedown charts. If maximum height listed in frame tiedown charts is exceeded, then designs must be provided by a registered professional engineer or registered architect.

Maximum horizontal offset of 1/2" allowed for pier heights up to 36" and a 1" offset allowed for pier heights between 36" and 67".

- 1. Prepare footing surface.** Make sure the footing surface upon which the pier sits is flat and smooth. Before placing the pier on the footing, clean dirt, rocks or other material off the surface of the footing. If the footing surface is uneven, create a level, flat surface by mortaring on the first block (or manufactured pier base) or by placing the first block (or manufactured pier base) on a layer of premix dry sand mortar.
- 2. Stack blocks.** Stack concrete blocks with their hollow cells aligned vertically. When piers are constructed of blocks stacked side-by-side, orient each layer at right angles to the previous one (**Figure 16**) and plan blocks so that split caps will be perpendicular to the blocks they rest on and perpendicular to the main I-beam.



Figure 5.4 - Double wide onsite fastening - wind zone 1



1. Bottom board not shown for clarity. Holes in bottom board must be patched with vinyl tape designed for repairing tears and holes.
2. A protective covering material (galvanized steel, polyethylene, or similar material) may have been installed on top of the shingle roof at the front of the home and along the forward face of any dormer. This material was installed to prevent shingles from blowing off during transit. Holes resulting from any fasteners used to secure this material to the roof shall be sealed with roofing cement.

Complete Roof and Exterior Walls

This chapter covers closing up and weatherproofing the home by completing the roofing and siding.

COMPLETE ROOF

RIDGE CLOSEUP

For multi-section homes, the first step in completing the exterior is sealing the roof along the ridge line (**Figure 25**). For homes with asphalt shingles, follow the procedure below. For homes with metal or other roofing materials, follow the instructions that come with the roofing materials or provided as a supplement to this manual.

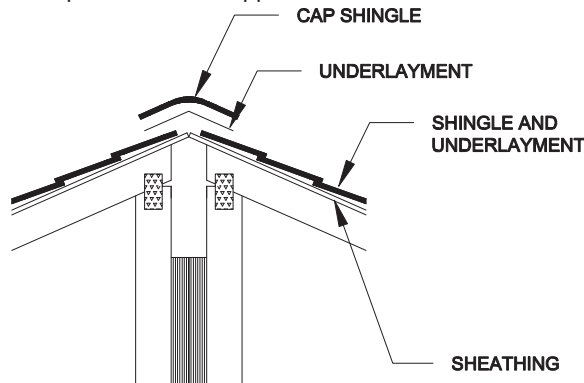


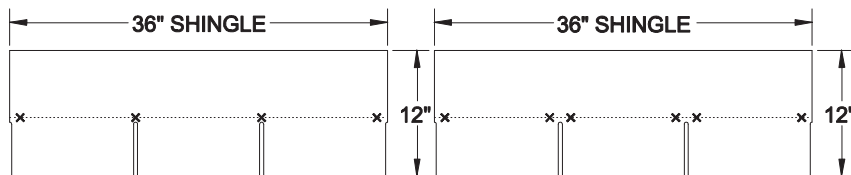
Figure 25. Shingle installation at ridge.



Weatherproofing. It is vitally important to close up the home quickly to protect the interior from damage due to inclement weather.

1. **Install underlayment.** Sheathing must be fastened with an 8d nail at 3 inches on-center along the edges and 3 inches on-center in the field. Seams of field-installed sheathing must be offset 16 inches from the seams on factory installed sheathing. Install 15# felt or equivalent continuously along the length of the ridge, covering all exposed sheathing and overlapping sheathing joints by at least five inches on each side. Fasten using 1" x 1" x 16 ga galvanized staples. For Wind Zones II and III, also apply a six inch wide strip of roofing cement along each side of ridge under the underlayment.
2. **Install shingles.** If shingles have been left off at the ridge line for site installation, install them now using 12 ga x 1-1/4" long, 3/8" diameter head roof nails. For Wind Zone I, fasten at 5/8 inch above each tab cutout slot and one at each end of the shingle one inch in from the edge (four fasteners for a three-tab shingle) (**Figure 26**). For Wind Zones II and III, use two fasteners 5/8 inch above and on either side of the tab slots and one at each end of the shingle one inch in from the edge (six fasteners for a three-tab shingle). Do not fasten through the shingle tar line.

Removing shipping protection. Remove shipping protection from the roof prior to completing roofing. Seal all holes in shingles resulting from shipping protection removal. It is also recommended that the top layer of shingles be lifted and the sealant applied to any holes in the second layer of shingles. **Refer to Warning on following page for acceptable types of sealants.**



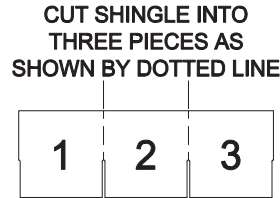
* FASTENER LOCATIONS

Figure 26. Shingle fastener locations for Wind Zone I (left) and Wind Zones II and III (right).

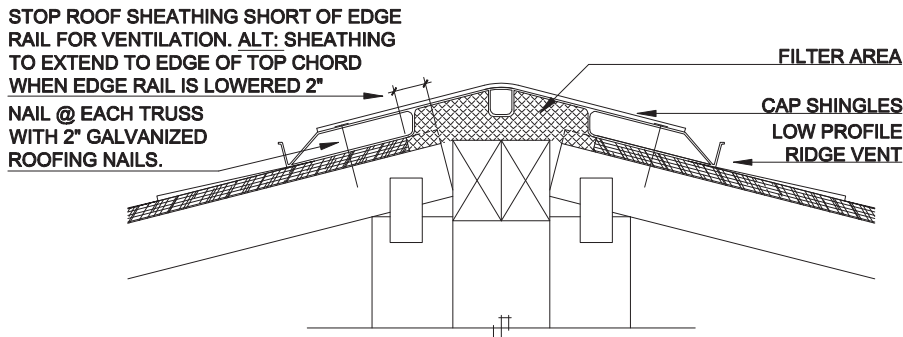
3. **Install underlayment.** Install 15# felt or equivalent underlayment that is at least 10 inches wide continuously along the ridge. Fasten with 1" x 1" x 16 ga galvanized staples. For Wind Zones II and III, also apply a six inch wide strip of roofing ce-

ment on both sides of the ridge under the underlayment.

4. **Install shingle cap.** Starting at the opposite end of the home from the prevailing wind, install ridge cap shingles provided by the manufacturer or use 12" x 12" shingles (36" shingles cut into three equal pieces) (Figure 27). Install using 12 ga x 1-1/4" long, 3/8" diameter head roofing nails spaced 5-5/8 inches from bottom edge and 1/2 inch to 1-1/2 inches in from both edges. Cover the exposed fasteners with tar or cement.



5. **Ridge Vent.** For proper alignment – pre-nail through ridge vent holes at ends of each section. The felt paper underlayment should be folded back onto the roof decking and trimmed along the edge of the roof decking at the peak so that it does not obstruct the opening at the mate line. When using standard flat 3-tab shingles, caulking is not required under the flange of the ridge vent. Prior to applying vent to dimensional or architectural shingles on new construction, caulk between low areas of shingle and flange of vent. Before fastening vent, make sure filter is secured between shingles and vent. When installing vent in cold weather, leave an 1/8" gap between sections to allow for warm weather expansion.



HINGE ROOF CLOSE-UP

For homes with hinged roofs, complete roofing underlayment and shingles along the hinge line per the requirements listed in **Appendix D**.

COMPLETE TRIPLE SECTION ROOFS

Complete roofing along triple section home marriage lines according to one of the following methods based on the construction of the home.

Method 1: Dual ridge beams

1. **Install underlayment.** Fold down the underlayment of the outer section roof and apply a minimum six inch wide strip of roofing cement to the sheathing. Lay the underlayment of the outer section on top of the cement (see Best Practice tip for optional metal flashing). Then apply a minimum six inch wide strip of roofing cement to the outer section underlayment and fold down the center section roof underlayment over this cement.
2. **Install shingles.** Install missing row(s) of shingles, securing them per the shingle manufacturer's installation instructions (refer to the shingle wrapper).



Figure 27. Shingle cut into thirds

Installing a ridge vent. If a ridge vent is to be installed, follow the ridge vent manufacturer's instructions provided with the material or as an addendum to this manual in lieu of underlayment over ridge line and shingle cap.

Figure 28. Ridge vent installation



ACETOXY TYPE SILICONES ARE NOT TO BE USED. This type of silicone will weaken or melt asphalt shingles. The Alcoxy or Neutral Cure type silicones will not melt asphalt and are the proper silicones to be used in roof applications. All sealants used in shingle and roof applications, excluding underlayment securement, must be an Alcoxy or Neutral Cure type silicone OR meet the ASTM D 4586 standard. Asphalt/Asbestos based sealants, such as Black Tar, must meet the ASTM D 4586 standard. Shingle underlayment sealants are required in Wind Zone II and III applications and must meet the ASTM 3019 standard.

Prepare Home for Occupancy

Follow these steps for final inspection and completion of the home.

Follow the Steps below:

- ▼ **STEP 1. VERIFY ALTERNATIVE CONSTRUCTION (A/C) INSPECTION** (p. 21)
- ▼ **STEP 2. COMPLETE INSPECTION CHECKLIST** (p. 21)
- ▼ **STEP 3. COMPLETE ENERGY STAR CHECKLIST** (p. 21)
- ▼ **STEP 4. CLEAN THE HOME** (p. 21)

STEP 1. VERIFY ALTERNATIVE CONSTRUCTION (A/C) INSPECTION

A home designated as an AC home will contain the letters "AC" in the serial number located on the data plate. Verifying the AC inspection is the responsibility of the retailer. The installation is not complete until the alternative construction inspection has been passed and all applicable documentation completed and returned to the plant.

STEP 2. COMPLETE INSPECTION CHECKLIST

After all previous steps have been accomplished, inspect the home to verify that it has been completely and properly installed using the checklist starting on p. 22. Installer must also certify that the installation is in compliance with either the manufacturer's instructions or with an alternative design in compliance with 3285.2(c). Arrange for an inspection by the appropriate LAHJ, if required.

Correct any deficiencies found, if possible, or if not possible, inform the retailer or manufacturer immediately.

STEP 3. COMPLETE ENERGY STAR CHECKLIST

For ENERGY STAR qualified homes (check with the retailer or manufacturer), this step is to be completed by the manufacturer's designated representative.

The manufacturer's representative must complete the Energy Star Site Installation Checklist, obtain signatures on the ENERGY STAR label, and return the completed ENERGY STAR Site Installation Checklist to the manufacturing plant.

STEP 4. CLEAN THE HOME

Remove and properly dispose of all installation-generated dust, debris and packaging materials from the home and the surrounding property. Ensure that the home is in "move-in" condition.

Installation is Complete

Complete Installation Checklist

FOUNDATION SUPPORT

- Footings properly sized and constructed for the soil conditions
- Pier spacing per data plate and applicable table and roof load zone
- Piers properly constructed and vertical
- Perimeter blocking installed (if required)
- Piers at each side of openings 48" or larger
- Piers beneath all outside exterior doors (except when located in end wall)
- Center line piers installed at columns
- Shims in place and tight

ANCHORS

- Approved anchors are used
- Proper anchors installed based on soil conditions
- Anchors are installed at correct angles
- Anchor spacing and installation correct
- Longitudinal ties installed (if required)
- Anchor straps are tensioned

UNDER THE HOME

- Moisture retarder installed
- The ground under and around the home has been properly graded to prevent water from collecting or flowing beneath the home
- HVAC ducts are supported off the ground and connected tightly to collars at all ends
- Fireplace combustion air intake free and unrestricted
- No holes or tears in bottom board
- Skirting (if used) has been installed per manufacturer's instructions with proper venting and provision for frost heave
- Skirting has been attached in a manner that does not cause water to be trapped between the siding and trim and cannot be forced up into the wall cavity
- Dryer vent, range/cook top exhaust, water heater temperature and pressure overflow pipe and AC condensate drain installed to perimeter of crawl space

EXTERIOR

- Shingled roofs are free of visible damage and serious defects and there are no missing or loose shingles
- Shingle close-up and ridge cap have been completed per applicable details
- All hold down straps on shingled roofs have been removed and holes have been properly sealed
- Penetrations at roof stacks, vents and chimneys have been properly sealed
- Siding and trim is free of gaps, voids, missing fasteners, damage and serious defects. All seams are sealed and hardboard edges are sealed.
- Drip edge and fascia is properly installed and free of damage and serious defects
- Gutters and downspouts are installed properly such that water is diverted away from the home
- Trees and bushes have been trimmed to prevent brushing against the home in windy conditions or under snow loads
- The HUD label is exposed, intact and legible
- The exterior of the home and immediate surroundings is clean, clear of con-

struction materials, dust and debris

INTERIOR

- Ceilings, walls and floor coverings are free from damage and serious defects
- Carpeting is properly stretched and seamed
- All trim and molding is installed properly and free of damage and defects
- All cabinets, countertops, plumbing fixtures, appliances, furnishings and window coverings are free of damage or serious defects
- All cabinet doors and drawers work properly
- All interior and exterior doors and windows open, close and latch properly
- One window in each bedroom meets emergency egress requirements, has operating instruction labels on it and operates properly
- All temporary shipping hardware has been removed
- Floors are level
- The data plate is intact and legible
- Smoke alarms have been tested
- The interior of the home is clean, clear of materials, dust and debris

WATER AND DRAIN SYSTEMS

- Crossover and service connection and splices have been properly made with correct materials
- Water and drain lines are insulated or otherwise protected from freezing
- Pipe supports are installed and properly spaced
- Proper slope has been maintained on all drain lines
- All necessary inspections and tests have been performed
- All sinks, basins, tubs and toilets operate properly
- All hot and cold water lines are properly connected to fixtures, dispense water as labeled and operate properly
- Tub, tub/shower and shower outlets have been verified to ensure the outlet water temperature does not exceed 120°F (49°C)

ELECTRICAL SYSTEMS

- The panel amperage matches the connection to the home
- The home has been properly grounded
- The main power supply has been properly connected and tested by a licensed electrician
- Continuity test has been conducted
- Polarity test has been conducted
- Operational test has been conducted
- All electrical crossovers have been connected
- All receptacles, switches and light fixtures operate properly
- Ground fault circuit interrupters operate properly
- All exterior lights have been properly installed

GAS/FUEL OIL SYSTEMS

- The gas system pressure test has been conducted
- Connections between units are properly made with access as required
- The main fuel line has been properly connected and tested by a qualified technician

APPLIANCE OPERATING AND VENTING

- All appliances are working properly

Complete Installation Checklist

- Appliance venting is in accordance with the manufacturer's instructions
- Fresh air intakes are properly installed
- Whole house, kitchen and bath exhaust fan operation are correct
- Fireplace chimney stack extension and roof cap have been installed in accordance with the manufacturer's instructions
- Air conditioner/heat pump is sized properly
- Air conditioner condensate line is properly trapped and terminates outside of the skirting

MISCELLANEOUS

- Installation/anchoring certificates or seals have been issued and installed (if required)
- Owner's and operation manuals are available for all appliances
- This installation manual is left with home
- Marriage line gasket has been installed and inspected

Management and Security Plan

Management Overview

Saddle Creek Estates will be managed by R.J.V. Property Management LLC. R.J.V. has been in the property management business since 2003. R.J.V. is a professional management company that is in good standing with the City of Bloomington. R.J.V. will meet the specific demands and requirements for the management of the Saddle Creek Estates. R.J.V. will perform all the traditional duties such as home sales, collections of rents and property maintenance.

R.J.V. will walk the site on a weekly basis to insure the property and all common areas are well maintained and free of debris.

R.J.V. will enforce a policy of three citations and you are out. Tenants will be made aware by management that they are a part of the community and good behavior is detrimental to the neighborhood and the complex. If they receive more than three citations for outlined issues they will be evicted. Misbehavior will not be tolerated.

The Contract

The following practices and procedures will be adhered to with specific language in the lease as it pertains to each.

Identification

If management or security request a name for identification purposes in response to a disturbance or call, all tenants will be required to identify themselves or be subject to citation.

Loud Music/Noise

Music that is played at a level that is disruptive to neighboring tenants and the neighborhood will not be tolerated. While somewhat subjective, excessive volume with windows open is not. The first time a warning will be issued. After the first time, a citation will be issued.

Loud exhaust is prohibited.

Gatherings (no more than twenty)

Large gatherings will be prohibited. The lease will state that excessive noise and traffic which would render suspicion of an excessive gathering is taking place will permit security and management to order a cease and assist. Immediate noncompliance will result in a call to the police department and an official warning will be given. A second violation will result in a citation of violence and result in triggering evicting procedures.

Pets

Each home owner will be allowed 1 pet but the pet shall comply with the requirements held within the contract.

General Disruptive Behavior

General disruptive behavior that is detrimental to the neighborhood and the complex will not be tolerated. Repeat violators will be warned and if modification does not take place they will be subject to removal.

Storage

Exterior storage is not permitted. Nothing will be permitted to be stored outside of a covered area. Only automobiles titled and in working condition shall be stored outside of a covered area. See contract for more specific details.

Management and Security Plan

The following management security measures are designed to promote the safety and wellbeing of the residents of Saddle Creek Estates. These measures are also implemented to minimize the impact of this development on the surrounding neighborhood.

- 1- R.J.V. Property LLC recognizes the importance and value of an experienced and professional management team.
- 2- R.J.V. Property LLC will walk the property at least twice a week to maintain the development site and manage the dumpster areas for cleanliness and order.
- 3- R.J.V. Property LLC will install security camera wiring during construction strategically positioned on the office building for future monitoring of the site. The video would be recorded and accessible for the two week period for review and in order to address all behavior issues detrimental to the residents and neighborhood. This will only be used if future demand is needed.
- 4- If it is determined that additional security measures are required, R.J.V. Property LLC will work with the city staff to resolve the issues and install cameras in the pre-determined locations.
- 5- The open recreation space will not be developed as an “active” space. Specifically, no lighting or permanent recreation sports equipment will be installed.
- 6- R.J.V. Property LLC shall not permit gatherings in excess of twenty individuals.
- 7- R.J.V. Property LLC will require each home owner to comply with the contract agreement. See attached contract.

RJV Property Lease Agreement

Sample

**NOTICE OF APPROVED AMENDMENTS TO PROSPECTUS & RENTAL AGREEMENT
and 90-DAY NOTICE OF CHANGE IN RULES AND REGULATIONS**

TO: Home Owners of Saddle Creek Estates Home Park
FROM: Community Management
DATE:
RE: Amendments to Prospectus and Rental Agreement and Change in Rules and Regulations
Prospectus I.D. Number:

Pursuant to section 723.037, Illinois Statutes, and Rule 61B-30.002(10), Illinois Administrative Code, this serves as a notice of approved amendments to the Community prospectus and rental agreement, and a 90-day notice of a change in the rules and regulations for Saddle Creek Estates Home Park. The approved amendments to the prospectus and rental agreement became valid on the date of delivery of this notice. The new approved rules and regulations will become effective on a minimum of 90 days from the date of this notice, and will replace the existing rules and regulations in their entirety.

The approved amendments are as follows:

P1 Prospectus

**PROSPECTUS
SADDLE CREEK ESTATES HOME PARK**

SUMMARY

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MANUFACTURED HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT

INDEX OF CONTENTS AND EXHIBITS

UTILITIES AND OTHER SERVICES

INCREASES IN LOT RENTAL AMOUNT

USER FEES

AMENDMENTS

IDENTIFICATION NUMBER

MANUFACTURED HOME PARK LAYOUT
MANUFACTURED HOME PARK RENTAL AGREEMENT
RULES AND REGULATIONS
USER FEE AGREEMENTS

EXHIBIT "A"
EXHIBIT "B"
EXHIBIT "C"
EXHIBIT "D"

Resident's Initials _____

Resident's Initials _____

PROSPECTUS FOR SADDLE CREEK ESTATES HOME PARK

SECTION I. NAME AND LOCATION

The name of this Park is SADDLE CREEK ESTATES Home Park. It is located at

SECTION II. NAME AND ADDRESS OF PERSON AUTHORIZED TO RECEIVE NOTICES AND DEMANDS ON THE PARK OWNER'S BEHALF

The name and address of the person authorized to receive notices and demands on the Parks Owner's behalf is Park Manager, Saddle Creek Estates Home Park,

SECTION III. PARK PROPERTY DESCRIPTION

The Park consists of fifty four (54) lots. The location of each lot is shown in the manufactured Home Park Layout attached hereto as Exhibit "A". The approximate size of each lot in the Park is 50 feet x 100 feet. The setback requirements for each lot are five feet (5') from the rear lot line, five feet (5') from the side lot lines and ten feet (10') from the front lot line. The minimum separation distance between homes, as required by law, is as follows:

Any portion of a home, shall not be located closer than ten (10) feet (3m) side to side, eight (8) feet (2.4) end to side, or six (6) feet (1.8m) end to end horizontally, from any other home or community building, unless the exposed composite walls and roof of either structure are without openings and constructed of materials which would provide a one (1) hour fire-rating or the structures are separated by a one (1) hour fire-rates barrier. A carport, awning, ramada, or open screened porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than three (3) feet (0.9m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open screened porch using combustible materials shall not be located closer than five (5) feet (1.5m) from the site line of an adjoining site.

The maximum number of lots that will use the shared facilities of the Park is fifty four (54).

THE ONLY RECREATIONAL FACILITY WITHIN THE PARK IS AN OPEN AREA.

There is also a storage facility located in the rear section of the park. The storage facility is available on a first-come-first-serve basis to manufactured home owners by user fee. (TBD)

SECTION IV. PARK MANAGEMENT AND MAINTENANCE

The maintenance and operation of the Park property is the responsibility of the Park Manager, Saddle Creek Estates Home Park. All questions and problems arising concerning Park property shall be directed to the attention of the Park Manager. The Park Office is located on _____ and will have posted days and hours of operation, The services which will be provided by Park Manager include hiring, supervising and firing employees, collection of all payment owed by manufactured Home Owners, general management of the day to day operation of the Park, enforcement of the Rules and Regulations, road maintenance, and landscaping in the common areas.

Resident's Initials _____

Resident's Initials _____

The Park Owner herein reserves the exclusive right to appoint from time to time hereafter a different Park Manager or Managers and to determine whether the Park Manager or Managers shall live within the Park or live off site.

SECTION V.
MANUFACTURED HOME OWNER REQUIRED IMPROVEMENTS

3. Concrete driveway (Park Owner approval required prior to commencement of construction);
4. Carport with dimensions of at least twelve feet (12') x twenty feet (20');
5. Outdoor utility room measuring at least four feet (4') x eight feet (8') with approved siding matching manufactured home;
8. All construction plans must be filed with and approved by Park Owner prior to commencement of any construction or installation of any building, structure, or other improvement to the lot; and
9. All manufactured homes shall have County and Park approved skirting and HURRICANE TIE-DOWNS. All utility buildings must meet City and Park regulations.

Following the installation by the Manufactured Home Owner of the required improvements, the Manufactured Home Owner shall be responsible at his cost and expense to maintain all required improvements in good order and repair. Park Owner reserves the exclusive right in its sole discretion to determine whether any required improvement is in disrepair requiring the Manufactured Home Owner to make a repair or replacement thereof and shall provide written notice of such determination by certified mail, return receipt requested, to the Manufactured Home Owner who shall, following receipt thereof, cause the necessary repair or replacement thereof to be accomplished within a reasonable time thereafter to the satisfaction of the Park Owner so as to restore to the prior required condition and/or quality thereof.

SECTION VI.
UTILITIES AND OTHER SERVICES

A. WATER SERVICE. Saddle Creek Estates Home Park is subject to the jurisdiction of the Illinois Public Service Commission. The charge for this utility is included in the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's individually metered water usage to the manufactured home lot, a base facility charge, plus a pro rata share of water usage in the common areas of the Park, plus a pro rata share of the actual cost of meter reading and billing, not to exceed 9 percent of the actual cost of service as authorized by section 367.022, Illinois Statutes. The rates and fees from service providers may change periodically and the charges paid by the home owner will automatically be adjusted without additional 90-day notice to the home owner to correspond to the new rates and fees charged by service providers, even if an increase by a provider occurs during the rental term.

B. SEWAGE SERVICE. The charge for this utility is included in the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's individually metered water usage to the manufactured home lot, a base facility charge, plus a pro rata share of sewer usage in the common areas of the Park. The rates and fees from service providers may change periodically and the charges paid by the home owner will automatically be adjusted without additional 90-day notice to the home owner to correspond to the new rates and fees charged by service providers, even if an increase by a provider occurs during the rental term.

C. WASTE DISPOSAL. Waste disposal (garbage, trash and rubbish collection) is provided, and includes weekly trash collection from dumpsters located in the Park.

Resident's Initials _____

Resident's Initials _____

Waste disposal is included in the base rent portion of the lot rental amount.

D. STORM DRAINAGE. Storm water drainage in the Park is provided by an approved system which provides natural run off into retention areas and is included in the base rent portion of the lot rental amount. Any Assessment by state or local government which may be imposed on the Park for off-site storm drainage will be included in the lot rental amount as a separate charge and will not be included in the base rent and shall be passed on to the Home Owners on a pro rata basis.

E. CABLE TV. Cable television service is provided by Xfinity, or any other cable television provider of the home owner's choice. The manufactured Home Owner is responsible for payment of all cable television service charges including, but not limited to, any initial activation charge for the cable television service. This service is not included in the lot rental amount.

F. ELECTRICITY. Electric power is provided by Corn Belt or Ameren. Service charges for electric power consumption are billed directly to the Manufactured Home Owner by the utility, and sole responsibility for payment is that of the Manufactured Home Owner. This service is not included in the lot rental amount.

SECTION VII.
INCREASES IN LOT RENTAL AMOUNT

A. NOTICE TO MANUFACTURED HOME OWNER OF LOT RENTAL AMOUNT INCREASE. The monthly base rent payable by the Manufactured Home Owner to the Park Owner during the term of the Manufactured Home Lot Rental Agreement attached hereto as Exhibit B is \$ _____, payable in advance on the first day of each month.

The Park Owner shall provide to each Manufactured Home Owner in the Park a minimum of ninety (90) days advance written notice of any lot rental amount increase and/or reduction in services or utilities.

B. SPECIAL USE FEES: In addition to the base rent specified in Section A, if applicable, the following special use fees shall be paid by the Manufactured Home owner to Park Owner:

3. Collection Charges for Returned Checks: Manufactured Home Owner is responsible for payment to Park Owner of a \$ _____ bookkeeping and service charge if a rental check payment is returned for insufficient funds.

4. Late Payment Charge: In the event the Manufactured Home Owner fails to make a lot rental amount payment when due, Manufactured Home Owner shall be liable for a late payment fee to Park Owner of \$ _____ from the 5th day of the month and a per day fee each day thereafter that the lot rental amount remains unpaid.

5. Repairs: A \$ _____ per hour for repairs performed by the Park at the home owner's request.

6. In the event that Home Owner's manufactured home is damaged and/or destroyed, Home Owner shall either remove, repair, or replace the same within thirty (30) days of the date of casualty. In the event that Home Owner does not so remove, replace, or repair the same within said thirty (30) days period, such default will be grounds for eviction in accordance with section 723.061, Illinois Statutes. In addition to eviction rights, Park Owner shall have the right immediately to remove and store the damaged manufactured home at the expense of Lessee in accordance with section 723.062(2), Illinois Statutes. in any public or private storage area in McLean County, Illinois, at the cost of \$ _____ per day.

Resident's Initials _____

Resident's Initials _____

7. Water Service: (See Section VI) \$ _____ per month based upon metered usage. a base facility charge. plus a pro rata share of the cost of providing this service to the park common areas. plus a pro rata share of the actual cost of meter reading and billing, not to exceed 9 percent of the actual cost of service as authorized by section 367.022. Illinois Statutes. .

8. Sewer Service: \$ _____ per month based upon metered usage, a base facility charge. plus a pro rata share of the cost of providing this service to the park common areas.

9. Attorney's Fees: \$ _____. Home Owner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against the Home Owner to collect delinquent rent, enforce the rental agreement or the Rules and Regulations. As to any such action brought to enforce the provisions of Chapter 723, Illinois Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068. Illinois Statutes.

10. Fire and Rescue Assessment: \$ _____. Home owner's pro rata share of fire and rescue assessment assessments that may from time to time be levied against the Park.

Subject to Paragraph "C" herein below, the aforementioned other fees, charges and/or assessments for which the Manufactured Home Owner is responsible to Park Owner or to other supplier of service may be increased upon 90 days prior written notice to Home Owner in accordance with section 723.037, Illinois Statutes.

C. PASS-THROUGH CHARGES: The term "pass-through charge" means the Manufactured Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual costs and impact or hookup fees incurred for capital improvements required for public or private regulated activities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

D. FACTORS AFFECTING INCREASE IN LOT RENTAL AMOUNT. An increase in one or more of the following factors may result in an increase in lot rental amount.

1. Real property taxes;
4. Administrative and management costs;
5. Major repairs or capital improvements to existing facilities, improvements and buildings;
6. Insurance coverage, including by way of illustration but not limited to, casualty, liability, worker's compensation, unemployment compensation;
7. Other governmental taxes and/or assessments;
8. Attorney's fees and costs for administrative or judicial proceedings for all or that portion thereof remaining unpaid by the Home Owners, wherein Park Owner prevails respecting a dispute as to lot rental amount increases, reduction in services or utilities, or change in rules and regulations.
9. Fire district assessments;
10. Costs incurred due to requirements of state and local governments and utility companies;

Resident's Initials _____
Resident's Initials _____

At the end of each lease year, the lot rental amount payable by the manufactured Home Owner may be increased upon at least ninety (90) days notice. Factors influencing the level of increases in lot rental amount include increases in the factors specific above together with the prevailing market and economic conditions at the time when the Park Owner furnishes notice of any increase. Prevailing market conditions are intended to refer to those lot rental amounts imposed in comparable parks or lot rental amounts willingly paid from time to time by the new residents of this park. For this purpose, a park will be deemed comparable if it is located in the same general vicinity as this Park and offers similar densities, amenities and services. Prevailing economic conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the lot rental amount or any increase in the amount thereof. These factors include, but are not necessarily limited to: (1) the cost attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs and construction costs and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause(1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing of the Park, (3) the increase in the Consumer Price Index on the termination date of the Lease, over the Consumer Price Index as it existed on the commencement date of the Lease (the Consumer Price Index to be used shall be that as now published by the U.S. Bureau of Labor Statistics under the caption "United States City Average for Urban Wage Earners and Clerical Workers All Times," or if there ceases to be any such publication any substantially equivalent price index shall be used by the Park Owner).

The decision by Park Owner (1) not to increase at all the Base Rent for an individual item hereinabove discussed, or (2) not to increase the Base Rent to the maximum amount and extent permissible under the aforementioned factors is not and shall not be thereafter considered or deemed to be a waiver of the right of Park Owner to determine to include the individual item or to increase to the maximum amount or extent thereafter for a subsequent rental year.

SECTION VIII
USER FEES

The Home Owner is responsible for the payment of user fees if the home owner agrees to the provision of services for such fees by the Park Owner.

"User Fees" are defined as those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the Park Owner to the home owner under a separate written agreement between the Home Owner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in the lot rental amount. (These factors are listed in Section XIII of this Prospectus). An increase in one or more of the factors may result in an increase in the user fees. Notice of an increase in user fee charges will be posted in the park office. The Park currently charges the following user fees:

Storage Facility User	<u>\$</u>
Fee Pet Fee	<u>\$</u>

Seven days notice of any increase in user fees shall be given to all affected home owners. Notice of increase will be given by posting a notice at the facility, by personal delivery, or by U.S. Mail delivery. Notice by U.S. Mail will be considered made upon the mailing of notice to Home Owner's last known address.

SECTION IX.
PARK RULES AND REGULATIONS

A. CURRENT PARK RULES AND REGULATIONS. The current rules and regulations of Saddle Creek Estates Home Park are contained within Exhibit "C" of this Prospectus.

Resident's Initials _____

Resident's Initials _____

SECTION X.
EXISTING ZONING CLASSIFICATION AND PERMITTED USES

Accessory uses and structures are permitted where such accessory uses and structures are customarily accessory and clearly subordinate to permitted or permissible uses and structures, do not involve the conduct of a business on the premises, are located on the same lot or parcel as the manufactured home park, are not of a nature likely to attract visitors in larger numbers than would normally be expected in a manufactured home park, and do not involve operations or structures nor in keeping with the character of a manufactured home park.

SECTION XI.
ZONING

The zoning authority which has jurisdiction over the land comprising the Manufactured Home Park is the Board of County Commissioners of McLean County, Illinois. An administrative official known as the Zoning Administrator, designated by said Board of County Commissioners, administers and enforces the zoning regulations.

SECTION XII.
AMENDMENTS

The Park Owner herein reserves the exclusive right in its sole discretion to amend this Prospectus or any Exhibit hereto from time to time hereafter as prescribed by statute or lawfully promulgated rule or regulation. If or when required by statute or by lawfully promulgated rule or regulation, the Park Owner will file such amendment (s) with the Division of Illinois Condominiums, Timeshares, and Manufactured Homes of the Department of Business & Professional Regulation of the State of Illinois and, if and when so filed, the amendments will take effect at such time as is stated therein, if so permitted by statute or rule or regulation, or at the earliest time thereafter.

SECTION XIII.
IDENTIFICATION NUMBER

On the 29th day of August, 1990, the Division of Illinois Condominiums, Timeshares, and Manufactured Homes determined that this Prospectus is adequate to meet the requirements of Chapter 723, Illinois Statutes. The identification number which has been assigned by the Division is _____ This Prospectus applies to all of the fifty four (54) lots within this Park.

Resident's Initials _____

Resident's Initials _____

EXHIBIT "B"
MANUFACTURED HOME LOT RENTAL AGREEMENT
FOR

LOT ____, SADDLE CREEK ESTATES HOME PARK

THIS LEASE, entered into on _____, ____, by and between Saddle Creek Estates Home Park (herein called "Lessor"), whose address is 919 w/ Mulberry, Bloomington, Illinois 61701 and

_____ whose address is _____ (herein called "Lessee"):

WITNESSETH:

That the Lessor hereby grants and leases to the Lessee, Lot No. _____ of Saddle Creek Estates Home Park, Bloomington, Illinois including nonexclusive use of roads and other common areas (the "Premises") for the term hereof on the following conditions:

1. TERM: The term of this Lease shall be for a period of _____ months commencing on the _____ day of _____, 20____ and terminating on the _____ day of _____, 20____. Upon expiration of said term, Lessor shall have the right to increase the lot rental amount based upon the factors specified in Section VIII of the Prospectus, a copy of which has been delivered to Lessee.

2. BASE RENT: The annual base rent during the term of the Lease shall be \$ _____ payable in monthly installments of \$ _____, on the first (1) day of each month in advance in U.S. funds. Timely payment shall be of the essence to this Lease. A Manufactured Home Park Owner may evict a Manufactured Home Owner, a Manufactured Home Tenant, a Manufactured Home Occupant, or a Manufactured Home only on one or more of the grounds specified in section 723.061, Illinois Statutes.

SPECIAL USE FEES: In addition to the base rent, if applicable the following special use fees shall be paid by the Lessee to Lessor:

a. Manufactured Home and Lot Maintenance Surcharge: In the event the Lessee fails to maintain and repair all required improvements in accordance with the provisions of Section V and/or fails to maintain the manufactured home lot. Lessor has the right but not the obligation to perform such maintenance and/or repairs and assess the Lessee the cost of such work, at a fee of \$ _____ per month for the labor charge.

b. Collection Charges for Returned Checks: Lessee is responsible for payment to Lessor of a bookkeeping and service charge if a rental check payment is returned for insufficient funds.

c. Late Payment Charge: In the event Lessee fails to make a lot rental amount payment when due. Lessee shall be liable for a late payment fee to Lessor of \$ _____ from the 5 day of the month and a per day fee each day thereafter that the lot rental amount remains unpaid.

d. Repairs: A \$ _____ per hour for repairs performed by the Park at the Lessees request.

e. In the event that Lessee's manufactured home is damaged and/or destroyed. Lessee shall either remove, repair or replace the same within thirty (30) days of the date of casualty. In the event that Lessee does not so remove, replace or repair the same within said thirty (30) days period, such default will be 11 rounds for eviction in accordance with section 723.06 L Illinois Statutes, but in addition to eviction rights, Lessor shall have the right immediately to remove and store the damaged manufactured home at the expense of Lessee in accordance with section 723.062 (2). Illinois Statutes.

in any public or private storage area in McLean County, Illinois at the cost of \$ _____ per day.

Resident's Initials _____

Resident's Initials _____

f. Water Service: (See Section VI) \$ _____ per month based upon metered usage. a base facility charge, plus a pro rata share of the cost of providing this service to the park common areas. plus a pro rata share of the actual cost of meter reading and billing, not to exceed 9 percent of the actual cost of service as authorized by section 367.022, Illinois Statutes.

g. Sewer Service: \$ _____ per month based upon metered usage, a base facility charge. plus a pro rata share of the cost of providing this service to the park common areas.

h. Attorney's Fees: \$ _____. Home Owner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against the Home Owner to collect delinquent rent, enforce the rental agreement or the Rules and Regulations. As to any such action brought to enforce the provisions of Chapter 723, Illinois Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Illinois Statutes.

i. Fire and Rescue Assessment: \$ _____. Lessee's pro rata share of fire and rescue assessment assessments that may from time to time be levied against the Park.

3. DEFAULT: If any of the grounds for eviction stated in Section 723.061, Illinois Statutes shall occur and Lessor has complied with all obligations specified in said statute, then Lessor may, at its option:

3.1 Either declare immediately due and payable any balance of the lot rental amount remaining unpaid for the term for which the demised premises are leased; or

3.2 Evict the Lessee in accordance with 723.061, Illinois Statutes, and recover all part of the lot rental amount due from Lessee; or

3.3 Retake possession of the premises for the account of the Lessee and hold Lessee liable for the difference between the lot rental amount due during the balance of the lease term and any lot rental amount recovered from a reletting the lot; or

3.4 Pursue any other remedy allowed by law.

4. COVENANTS OF LESSEE: The Lessee hereby covenants and agrees with the Lessor that:

4.1 Lessee will pay the lot rental amount as and when herein specified. The Lot shall be used only for

4.2 the installation thereon of Lessee's manufactured home.

4.3 Lessee acknowledges that the lot rental amount is intended to cover the cost of service use of recreational facilities for no more than two (2) persons, unless otherwise allowed by Park Owner, whose names are _____ and _____

4.4 Lessee will not assign this Lease, and will not let or sublet the whole or any part of the premises,

Resident's Initials _____

Resident's Initials _____

4.5 PAYMENT FOR SERVICES. The following services are included within the Base Rent component of Lot Rental Amount without separate charge to Lessee(s): stormwater drainage within the park and waste disposal. Water and sewer service are included in the lot rental amount as a separate charge and are not included in the base rent. Lessee(s) are separately and individually responsible for electricity, television, and telephone, and the cost of these services is not included in the lot rental amount. Any assessment by state or local government which may be imposed on the Park for off-site storm drainage will be included in the lot rental amount as a separate charge and will not be included in the base rent and shall be passed on to the Lessee(s) on a pro rata basis. Lessor reserves the right to change and charge for any of these services as specified in the Prospectus and in accordance with the provisions of Chapter 723, Illinois Statutes. Charges for water service also include a pro rata share of the actual cost of meter reading and billing, not to exceed 9 percent of the actual cost of service as authorized by section 367.022, Illinois Statutes.

4.6 Lessee agrees to comply with all community Rules and Regulations and acknowledges that violation thereof shall be sufficient grounds for eviction in accordance with 723.061, Illinois Statutes. Agrees that they are covenants and provisions of this Lease and are reasonable and necessary for the proper and efficient operation of the community and for the health, safety and welfare of its residents.

4.7 In the event that Lessee's manufactured home is damaged and/or destroyed, Lessee shall either remove, repair or replace the same within thirty (30) days of the date of casualty. In the event that Lessee does not so remove, replace or repair the same within said thirty (30) days period, such default will be grounds for eviction as with other defaults herein, but in addition to eviction rights, Lessor shall have the right immediately to remove and store the damaged manufactured home at the expense of Lessee in any public or private storage area in McLean County, Illinois At the cost of \$ _____ per day.

4.8 Lessee will at all times save and keep Lessor free and harmless from any and all liabilities occasioned by any act or neglect of the Lessee, or any agent or employee of Lessee, or any tenant of said premises' holding under Lessee, and shall maintain and save harmless the Lessor against any loss, cost, damage or expense arising out of or in connection with any accident causing injury to any property or person or persons, whomsoever and whatsoever, and due directly or indirectly to the condition of said demised premises including common areas of any part thereof, or as a result of the occupancy or use thereof by Lessee or any persons on the premises with Lessee's consent.

By signing this Lease, Lessee acknowledges that he has read and understanding the contents hereof.

WITNESSES:

SADDLE CREEK ESTATES HOME PARK

PI New User Fee Agreements (Storage Area & Pet)

STORAGE AREA USER FEE AGREEMENT (TBD)

1.

("Community Owner") hereby grants ("Resident") the non-exclusive right of access to and use of the storage facility located at Saddle Creek Estates Home Park ("the Community") for the purpose of storing the items listed below for the period beginning on _____, 20____, and ending on _____, 20____, (hereinafter "the Contract Term"). By his (their) signature below, Resident(s) indicate acceptance of the terms for storage as set forth herein.

Resident's Initials _____

Resident's Initials _____

2. Storage Fee:
- a. Boat Storage at \$ _____ per month.
 - b. RV Storage at \$ _____ per month.
 - c. Automobile/Machinery Storage at \$ _____ per month.
 - d. Other (_____) at \$ _____ per month.
3. Fee Due on Signing Storage Fee Agreement \$ _____

In all cases, the storage fee (rent) for the contract term is to be paid as follows: _____

Additionally, Resident will be billed for the above-described service(s) along with the monthly billing for lot rental amount, and payment is due at the same time as is the monthly lot rental amount.

4. In consideration for the rent paid, Owner gives the Resident the right to store his or her personal property in the Community's storage area, subject to all of the rules and regulations concerning the storage area, which rules are attached hereto. For purposes of this Agreement, "personal property" includes recreational vehicles, trailers, boats, cars, trucks, and motorcycles (admitted to Community only upon written permission of Owner as described in the Community's Guidelines for Community Living), lawn furniture, and similar large items which cannot be stored inside the mobile home. The personal property to be stored under this agreement is identified as follows:
- _____
5. This Agreement shall automatically renew unless prior written notice of termination herein is given by either party within 30 days of the end of the current contract year, and thus Resident agrees that if he or she does not remove the personal property from the storage area at the end of the Contract Term, Community Owner may properly invoice Resident for storage for an additional successive period equal to the Contract Term with the rent payable thereunder at the prevailing rental rate at the time, which rate may be higher than the rate charged in this storage agreement.
6. The personalty shall be stored at the specific space designated therefor by Community Owner.
7. If space is available, guests may park their personal motor vehicles in the storage area for a period not to exceed 24 hours. After 24 hours, a fee of \$ _____ per day will be charged.
8. Community Owner reserves the right to cancel this agreement upon ten days written notice to Resident and to refund a pro-rated portion of the rent paid if the attached rules are not followed by Resident.
9. Community Owner shall provide at least 30 days written notice prior to the implementation of any increase in the amount of the any of the fees specified in this Agreement. Increases in the amount of the fees or charges for any of these services shall be implemented, in the sole discretion of Community Owner, based on the prevailing market.
10. This Agreement is binding on any successor to Resident including Resident's heirs, assigns or purchasers of Resident's mobile home. Nonetheless, such a successor may terminate this Agreement upon full payment for storage services rendered as of the date of written notice of termination being provided to Community Management.
11. This is not an exclusive right of use or access. Community Owner may have unlimited access to its storage facilities for all purposes and may allow similar rights of access and storage to such other persons as it may see fit. The right of access and storage granted herein is granted to Resident personally and Resident shall have no right to store or permit storage of property of another, or to permit, empower or designate any other person whomever to enter in his stead or to accompany him without Community Owner's express consent in writing, and such entry or storage shall constitute a trespass.
12. In consideration of Community Owner's grant of the non-exclusive use of the storage area, Resident hereby agrees to hold Community Owner, its officers, directors, partners, agents and employees, harmless from, and hereby releases

any claim he or she may have against the Owner, as the result of any damage (including without limitation, theft, vandalism, malicious mischief, fire, hail or windstorm damage) to Resident's property arising from or occurring while the property is stored in or at the Community pursuant to this Agreement, regardless of whether such loss or damage may have been caused or contributed to in full or in part by any act, error or omission of Community Owner or Community Owner's officer, directors, partners, agents, or employees. Resident further agrees to maintain property and liability insurance on all property stored at the Community pursuant to this Agreement and to be liable for any damages caused to Resident's property stored in the Storage Area, and as to any other property stored in the Storage Area damaged by Resident.

13. If at any time during the term of this Agreement, either Owner or Resident institutes any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then and in that event, the prevailing party in such action or proceeding shall be entitled to recover from the other party its reasonable costs of litigation including reasonable attorney fees.

14. Owner reserves the right to remove Resident's property stored in the Community Storage Area for non-payment of the rent, or to treat Resident's stored property as abandoned property pursuant to Chapter 715, Illinois Statutes. If the stored property is removed from the Community, Resident is responsible for any and all rent and fees associated with the storage and removal of the stored property.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Illinois and cannot be modified or altered except by a written agreement signed by the parties hereto. In any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. In connection with this Agreement, Resident shall indemnify, defend and hold harmless Community Owner and Community Management from and against any and all claims, actions, damages, liability or expenses (including, but not limited to, attorney's fees), whether for injuries to persons or loss of life, or damage to property, occasioned by any act or omission of Resident or Resident's guests and invitees, excepting, however, all such claims, actions, damages, liability or expenses, whether for injuries to persons or loss of life, or damage to property, caused by the gross negligence or willful conduct or omission of Community Management.

Resident

_____, 20____
Date

STORAGE AREA RULES (TBD)

1. Name, address, and telephone number must be displayed on all items kept in the storage area.
2. Please keep storage area clean.
3. Community Owner is not responsible for vandalism, theft or loss to Resident's property stored in the Storage Area.
4. Resident is fully responsible for his or her own personal property in the Storage Facility. If Resident desires insurance protection for his property in the Storage Area, Resident must obtain such insurance at his own expense.
5. All personal property is stored at Resident's risk.
6. No major repairs are to be done in the Storage Area.
7. All RV's in the Storage Area must have current registration.
8. No objects may be stored under or around the item approved for storage.
9. All tires must be properly inflated.

10. All stored items must be insured and validly licensed.
11. Should a Resident neglect to properly maintain property stored in the storage area, that property must be removed within seven (7) days from notification by the Community Manager. If not removed, the Manager reserves the right to have it removed at the Resident's expense.

Resident

_____, 20_____
Date

SADDLE CREEK ESTATES HOME PARK
PET AGREEMENT

Name _____ Lot # _____

Date:

DESCRIPTION OF PET: _____

BREED: _____ AGE: _____ WEIGHT: _____ HEIGHT _____

Resident is hereby given permission to have the above described pet ("the pet") in residence for the term of Resident's Lease Agreement subject to the following terms and conditions:

1. The pet may be permitted at Saddle Creek Estates Home Park (the "Community") at the discretion of Community Management, so long as the pet does not constitute a nuisance to other residents or pets in the Community.
2. Resident agrees that:
 - a. The pet will be registered and inoculated in accordance with the requirements of the law. License # _____
 - b. The pet will not be allowed out of my home in the Community except when accompanied by a responsible person and at all such times shall be restrained by a leash or other type of restraint appropriate to the particular type of pet. My pet will not be tied outside my home or at any other place in the Community.
 - c. The pet will not be allowed to make deposits in common areas of the Community or on lots of other Community residents and that Resident is responsible for removing any such deposit should an accident occur.
 - d. The pet will not be allowed to create excessive noise or otherwise annoy any other Community resident, and that whether noise generated by my pet is excessive will be determined in the sole discretion of Community Management.
 - e. I will pay a pet fee of \$ _____ per month per each pet.
 - f. Community Management may have the pet impounded if the pet is allowed to run loose in the Community.
3. Resident agrees to indemnify and hold Community Management harmless from any and all public liability and/or property damage arising either directly or indirectly for the keeping of the pet on the premises and agrees to carry liability insurance to protect other Community residents and the general public for actions of the pet.

4. In the event the pet becomes objectionable as determined in the sole and unique discretion of Community Management, notice shall be given to the resident to remove the animal permanently from the Community within a maximum of three (3) days. Failure to comply with such a notice shall give rise to Community Management's right to exercise all legal remedies available, including but not limited to, termination of the Resident's Lease Agreement and eviction of Resident from the Community, and assessment of all damages resulting from the actions of the pet while in the Community.

AGREED to this _____ day of _____, 20____

Saddle Creek Estates Home Park

Resident

Community Management

Lot # _____

P1 New Rules and Regulations

Attached new Rules and Regulations Replace Existing Rules and Regulations in their Entirety.

P1 Site Plan

Park Name Removed from Revised Attached Site Plan.

All home owners of the community are affected by and are receiving a copy of this notice.

Saddle Creek Estates
RULES AND REGULATIONS

Equal Housing Opportunity

**We do business in accordance with
the Federal Fair Housing Law**



**It is illegal to discriminate against any person
because of race, color, religion, sex,
handicap, familial status, or national origin**

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NOTE – to the extent that applicable state law differs or contradicts these Rules then applicable state law shall apply.

Resident's Initials _____

Resident's Initials _____

SADDLE CREEK ESTATES

RULES AND REGULATIONS

All reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations ("Rules") are intended to maintain the appearance standards and comfort of Saddle Creek Estates (the "Community") for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and guests. Residents shall require all persons on the manufactured home lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

1. DEFINITIONS

- 1.1 Community: means the property operated as a manufactured home park as defined in Section 723.003(12), Illinois Statutes.
- 1.2 Community Management: means Operator of a manufactured home park as defined in Section 723.003(16), Illinois Statutes and includes Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.
- 1.3 Community Owner: means the owner or operator of the manufactured home park as defined in Section 723.003(13), Illinois Statutes.
- 1.4 Guest: means a person who is not entitled to reside on the lot and who has visited the Community for a period of time no longer than 15 consecutive days or 30 total days per year.
- 1.5 Home: means a mobile home as defined in section 723.003(8), Illinois Statutes.
- 1.6 Home Owner: means a person who owns a manufactured home and rents or leases a lot within the manufactured home park for residential use as defined in Section. 723.003(11), Illinois Statutes.
- 1.7 Lot or Site: means a "manufactured home lot" as defined in Section 723.003(9), Illinois Statutes.
- 1.8 Rental Agreement: means any mutual understanding or lease, whether oral or written, between a manufactured home owner and a manufactured home park owner in which the manufactured home owner is entitled to place his or her manufactured home on a manufactured home lot for either direct or indirect remuneration of the manufactured home park owner as defined in Section 723.003(10), Illinois Statutes.
- 1.9 Resident: means a person entitled under authority of a Home Owner's lot rental agreement to the use and occupancy of a residential lot within the Community to the exclusion of others. The term includes Tenants, Home Owners, and Third-Party Rentals.
- 1.10 Tenant: means a person residing in a home on a lot within the Community under authority of the Home Owner's lot rental agreement with Community Owner, and such person does not own the home occupying the lot. The term applies only to persons who have been approved for residency by Community Management pursuant to the Rules and Regulations.

Resident's Initials _____

Resident's Initials _____

1.11 Third-Party Rental: means a person who rents both the home and the lot from Home Owner; a sublessee.

1.12 Unauthorized Occupant: means a person who is not entitled to reside on the lot and/or who has visited the Community for a period of time longer than 15 consecutive days or 30 total days per year.

2. RESIDENCY

2.1 Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a rental agreement prior to beginning occupancy of a home currently in the Community or prior to moving a home into the Community. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase of a Home Owner's home by those who have not executed the rental agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency, and background check must be completed and approved, a Prospectus and a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident's home in the Community.

2.2 Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Illinois Statutes, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

2.3 Unless the home is sub-leased upon prior written permission of Community Management, the principal resident of each home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the lot set forth in the Rental Agreement without prior written consent from Community Management. Each additional occupant of the home must be approved for residency by Community Management, and the name of each person over the age of 18 must be listed in the Rental Agreement prior to residing in the home. Any increase in the number or exchange or substitution of persons in a home must have Community Management's prior written approval. Without prior written consent of Community Management, the manufactured home may not be occupied by more than two (2) persons per bedroom or the allowable number of persons based upon the design criteria of the home. Non-compliance in qualifying additional occupants will subject the Resident to eviction (see rule re: Enforcement and Eviction, for further information).

2.4 Heirs and/or beneficiaries of a deceased Home Owner are not considered to be "purchasers" for the purpose of assuming the remainder of the deceased Home Owner's tenancy. All heirs and/or beneficiaries and/or purchasers must be approved by Community Management prior to initiating occupancy of the home.

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3. PAYMENTS, FEES, AND CHARGES

3.1 Payments: Lot rental amount must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first day of each month and must be paid on or before the fifth (5th) day of the month. A Late Charge will be charged to any Resident whose lot rental amount is not received by Community Management (including mailed-in payments) on or before the fifth (5th) day of the month, as provided in the Prospectus. Payments are collected in the community office during office hours or may be placed in the drop-box.

3.2 Resident must pay by personal check, cashier's check, money order, certified check, credit card, or bank electronic funds transfer. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

3.3 For safety purposes, cash is not accepted for any reason.

3.4 NSF Checks: If any Resident's personal check is returned for insufficient funds, then Community Management will accept payment only in the form of money orders, cashier's checks, certified check, credit card, or electronic funds transfer for six (6) months thereafter for that account. If a Resident has twice written personal checks on insufficient funds, then Community Management will only accept payment, on a permanent basis, in the form of money orders, cashier's checks, credit card, or electronic funds transfer.

4. SALE AND/OR REMOVAL OF HOME

4.1 Home Owners have the right to sell their homes within the Community. The purchaser must, however, meet all requirements for residency prior to occupancy or the purchaser will be required to move the home from the Community (see rules re: Residency and Eviction).

4.2 A Home Owner intending to make a bona fide sale of his/her home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Home owner shall provide to Community Owner a copy of the final executed sales contract. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the home, or purchase of Home Owner's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a home to seek and to obtain written approval by Community Management prior to the change in occupancy of the home if the proposed purchaser intends to become a resident of the Community.

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4.3 Prior to written approval of the purchaser for residency, Community Management will inspect the entire lot and exterior of the home to verify that it complies with all rules and regulations. The Home must meet all local code requirements, including but not limited to, electrical and plumbing. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with community standards as set forth in these Rules and Regulations, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed purchaser if such work is not done; however, approval may not be unreasonably withheld.

4.4 Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, and the name of the broker, agent, or dealer where further information may be obtained. The display of any other commercial enterprise on the sign is prohibited. Due to safety and security considerations, any home offered for sale must be registered with the Community office before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of current licensure and proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to the Community office.

4.5 Community Owner requires that any home not meeting the Community's established standards, as required by these Rules, or any home which is improperly maintained, be upgraded to improve the quality and appearance of the home. Failure to meet the Community's requirements shall be a violation of these Rules.

4.6 In the event Home Owner intends to move the home from the Community, written notice must be given to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of homes, properly licensed and authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to ensure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a home either into or out of the Community. All current charges must be paid in full at the Community office.

4.7 Any Home Owner who removes a home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The home site must be left in a clean and neat condition; it must be cleaned, cleared, and approved by Community Management. Home Owner is responsible for expenses incurred in restoring the site to a clean condition. Community Management shall provide written notice to Home Owner upon satisfactory completion of home site restoration. Home Owner's obligation for payment of lot rental amount shall terminate as of the end of the lease term in effect at the time of removal of Home Owner's home or at such time as agreed to in writing by Community Management.

4.8 Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the County in which the Community is located.

4.9 Community Management and Community Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

4.10 Destruction of Home: Should the home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage from the home site within thirty (30) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

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5. SETUP: NEW or RESALES

5.1 The location and positioning of a non-Community owned home being placed on a lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's home or lot installed by Home Owner as a requirement of tenancy in the Community but not including any improvements such as sidewalks and utility connections which will be of use to Community residents or other occupants of the Lot after removal of the home regardless of the size or dimensions of any other home or appurtenances thereto which may be placed will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community.

5.2 Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

5.3 Homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Homes must be anchored immediately, as required by governmental regulations.

5.4 All of the materials utilized in connection with the erection and completion of the home as contained within these Rules shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

5.5 Home Owner agrees that the following standards and requirements shall be met and completed, if required by applicable ordinance, under a building permit issued by the city or county building department or other applicable local agency and approved by Community Management:

5.5.1 All new homes entering the Community must have removable hitches which shall be removed upon anchoring, and older homes moved into the Community after the effective date of these Rules that do not have hitches that are designed to be removed, shall nonetheless be removed and the gap area restored.

5.5.2 All manufactured homes must have management approved skirting. The skirting must be installed so as provide access to under home utilities for repair and inspection.

5.5.3 Concrete driveway (Community Owner approval required prior to commencement of construction);

5.5.4 Carport with dimensions of at least twelve feet (12') x twenty feet (20');

5.5.5 Outdoor utility room measuring at least four feet (4') x eight feet (8') with approved siding matching manufactured home;

5.5.6 Central air conditioning must be installed in homes being placed in the Community by Home Owners beginning a new tenancy in the Community. No air conditioning or heating unit shall be newly installed in the

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front window or front wall of any home, or any wall facing a street. Central air conditioner compressors must be placed on a cement slab. Existing window units must be securely and attractively braced to the home.

5.5.7 Residents must secure their street numbers and/or lot numbers on the front of the home, placed consistently with surrounding homes as required for emergency services and in accordance with Okeechobee County Code requirements.

5.5.8 Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil or similar items are prohibited from being used as a window covering or shade device.

5.5.9 No appliances, including but not limited to washers and dryers, may be placed outside the home.

5.6 The use of gas appliances for home heating is permitted; however, Resident shall give written notice to Community Management at least 7 days in advance of any installation of such appliances and shall provide documentation of installation by a licensed and insured contractor to Community Management upon completion of same. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street.

5.7 Exceptions. Management reserves the exclusive, unrestricted right to grant exceptions to the referenced Home Owner required improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the community by other residents or when the basis for the variance is deemed sufficient in the discretion of management.

6. MAINTENANCE OF HOMES

6.1 Residents who commence occupancy in the Community must meet community standards, as disclosed in these Rules and Regulations. Community Management is in the continual process of maintaining these community standards and reserves the right to require Residents to comply with the community standards, as set forth in these Rules and Regulations, in effect at the time of the Resident's entrance into the community. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a home made in violation of these rules and regulations must be removed or replaced.

6.2 All homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Home Owner to comply with the same, Home Owner shall be responsible for payment; and, in the event the Community pays the fine, Home Owner shall promptly reimburse Community Owner for the payment made on Home Owner's behalf.

6.3 Maintenance: All homes, carports, sheds, or any other items placed on a lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owners must immediately repair any water leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well maintained home in the Community. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain community standards as set forth in these Rules and Regulations.

6.4 Parking Area: Where the Community has provided a paved parking area on the lot, Home Owner is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by Resident or guest(s) during the tenancy, Home Owner must repair same. This obligation includes any oil spill or leak.

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6.5 Exterior Surfaces: As the appearance of the home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home, and free from mold and mildew. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

6.6 All exterior materials used in upgrading, must be approved in writing by Community Management prior to their use on the home. The materials used should be consistent with the types of materials used on well maintained homes in the community.

6.7 Alterations/Additions: Home Owners are encouraged to upgrade their homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with community standards as set forth in these Rules and Regulations, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items and the location of air conditioning units, must be approved in writing by Community Management prior to commencement of work.

6.7.1 No change may be made to the color of the exterior of the home or any portion thereof without prior written permission of Management. A sample of the proposed new color(s) must be shown to and approved by Management prior to repainting.

6.7.2 Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record.

6.7.3 If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Home Owner.

6.7.4 Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community Residents. In addition to all other remedies available to it, Community Management may require Home Owner to remove any unapproved construction or addition.

6.7.5 Resident shall consult the Community Management before doing any digging, as certain utility and service connections are underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

6.7.6 All improvements must be completed within thirty (30) days of approval by Community Management. For additional information on community standards, please see Rule, "Setup: New or Resales."

7. LOT CARE

It shall be the responsibility of Resident to ensure that the lot is properly maintained. All lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

7.1 Alterations: Any alterations or modifications to a lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record. Alterations

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or modifications to a lot made in violation of these rule and regulations must be removed or replaced in order to comply with community standards as set forth in these rules and regulations, at Home Owner's expense.

7.2 Maintenance: Resident is responsible for the overall appearance of the lot. The lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, landscaping, and shrubbery thereon including mowing, edging along the sides of the home, walkways, driveway, weeding, watering, and the general care thereof. If, after proper notice and an opportunity to take corrective action, Resident fails to properly maintain the lot to community standards as set forth in these Rules and Regulations, then Community Management may have the necessary work performed and charge Resident the actual costs and expenses incurred. The Community is not responsible for damage to homes or lots resulting from acts of nature.

7.2.1 Sod: Resident must mow the lawn, trim and edge along the sides of the home, walkways, driveways and streets before they become unsightly and overgrown. Generally, this means mowing when the lawn reaches approximately three inches (3") in height. During the summer months, lawns normally need to be mowed about every 7 days. The object is to keep the Resident's lawns and the Park looking neat which may include the repair or replacement of any sod damaged or destroyed by neglect, disease, insects, lack of water, vehicular traffic, or through other fault of the Resident. If all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Park Management to complete this repair (this requirement shall apply only if the lawn was substantially sodded when the home was purchased).

7.2.3 Trees and Shrubs: Trees and shrubs which are on the lot of Home Owner and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by Resident as part of the required lot maintenance; this includes dead trees and shrubs. Trees must be trimmed to maintain a minimum clearance of six (6) feet from foliage to ground to accommodate lawn mowing by the Management. Resident must pick-up and dispose of fruit dropped from trees, remove dead or diseased plants, shrubs, or trees. Lot maintenance which is to be performed by Resident includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot, is considered to be "on the lot." Any tree, the trunk of which is on a boundary line of Home Owner's lot, is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two lots) or of the Community Owner (if the trunk is on a boundary line separating Resident's lot from a common area of the Community or from an unoccupied lot).

7.2.4 Vegetable Gardens: Vegetable gardens are prohibited on the home site except where prior written approval from Community Management has been obtained.

7.2.5 Absences: Residents who are going to be absent from the Community for more than 2 weeks must notify Community Management as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Rules.

7.2.6 Watering: Sprinklers and hoses shall not be left running unattended. Excessive watering which causes draining into streets, carports, under homes or adjacent home sites, or otherwise causes run-off from Home Owner's home site is not permitted. Community Management may enter a home site and turn off the water in these instances in order to protect the Community. Automatic lawn sprinkler systems must be approved by Community Management prior to installation and must be constructed in accordance with applicable government regulations after permits are obtained. Restricted watering days and/or hours may be required in compliance with directives from governing authorities; if so, such requirements will be posted in the Community and must be strictly observed.

7.2.7 Ditches: Those Home Owners whose lots are adjacent to drainage ditches are required to maintain the space up to the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped by Home Owner in such areas adjacent to Home Owner's lot, it must be removed at the Home Owner's expense.

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7.3 Laundry Lines: Only removable umbrella or reel-type laundry lines will be approved and must be placed at the rear of the home. Laundry lines must be taken down daily and properly stored between uses. Pole location must be approved in writing by Community Management prior to installation to avoid damage to underground utilities. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be permitted. No one is permitted to hang towels, rugs, rags, wearing apparel, or any other such items on the home or on any other device on the home site, excepting the approved laundry line.

7.4 Solar Energy Devices: All solar energy devices (including solar powered devices and solar panels) must be approved by Community Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.

7.5 Fencing: Fencing of individual lots is not permitted, without the prior specific written authorization of the Community Owner.

7.6 Antennas: No antennas or outdoor reception devices shall in any way be attached to or protruding from any home or home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community.

7.6.1 To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Home Owner is prohibited from installing satellite dishes or broadcast TV antennas outside Home Owner's home site.

7.6.2 Due to safety concerns posed by winds and the risk of falling outdoor reception devices and masts, these items together may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, approved outdoor reception devices shall not be installed nearer to a home site boundary than the combined height of the mast and reception device. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

7.7 Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the home site without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Home Owner will be liable for any expense incurred by the Community resulting from violation of this Rule.

7.8 Outdoor Equipment:

7.8.1 No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the residential lot. No newly installed swing sets are allowed on the residential lot; existing swing sets may not be replaced.

7.8.2 Swimming pools, lap pools, hot tubs, spas, saunas, water gardens, water fountains, or any similar personal property or improvements are prohibited, except for temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in

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an acceptable location following each and every use, and may never be left unattended while containing any amount of water.

7.8.3 No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.

7.8.4 Resident hereby indemnifies and holds harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of any allowable outdoor equipment.

7.8.5 The use of outdoor recreation equipment is subject to noise restrictions. (See rule re: Resident and Guest Conduct for further information.)

7.9 Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home. Residents may display one portable, removable United States flag or official flag of the State of Illinois, not larger than 4½ feet by 6 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their home. No other flags may be displayed on the home or in the yard.

7.10 Storage: Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a neat and orderly manner when not in use. No articles are to be stored in a visible location outside, on, or beneath the home, the deck, stoop, screened room, or patio.

7.11 Furniture: Only furniture specifically designed for outside use is allowed outside the home. Patio furniture and grills must be placed adjacent to the home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the residential lot and must be taken down daily after use and properly stored.

7.12 Trespass: Community Owner considers each lot space within the community to be absolutely private to the demised Home Owner, and it shall be a violation of these rules and regulations for anyone to trespass through or upon the lot of another.

8. GUESTS

8.1 All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Such person(s) will be required to be approved for residency within the Community pursuant to the Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of Resident.

8.2 Guests are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to Resident or the guest of a written demand to vacate. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit (when the use capacity has not been exceeded and the facility is not being used for private events) guests will be allowed to use the Community facilities; however, guest must be accompanied by the Resident host at all times.

8.3 Without prior written consent of Community Management guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service animals are permitted for handicapped persons.

8.4 All overnight guests or guests who will be using Community recreational facilities, if any, must be registered by their resident host at the office during normal office hours. Guests arriving on weekends or holidays may

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be registered during office hours the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Community. Guests must notify the office upon departure. Seasonal occupants are requested to notify Community Management of the period(s) during which the home is vacant.

9. VEHICLES AND PARKING

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Illinois Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

9.1 Vehicles: All vehicles must have liability insurance in the minimum amount required by State law.

9.1.1 Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1 ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the Community.

9.1.2 If space in the designated storage area is available and storage fees as applicable are paid, then Resident may have the non-exclusive right of access to and use of the storage area for the purpose of storing the Resident's qualifying vehicle. Vehicles qualifying for placement in the storage area include a Resident's recreational vehicle or motorhome, boat, boat trailer, camper, utility trailer, motorcycle trailer, or personal water craft. In general, personal vehicles and commercial vehicles are prohibited from being stored in the storage area.

9.1.2 Motorcycles and mopeds which are properly registered and operated by a Resident with a valid operator's license will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or guests. All permitted vehicles must have factory-type quiet mufflers. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled.

9.1.3 ATV's, minibikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited from being operated in the Community. No unlicensed off-road vehicles will be permitted within the Community.

9.1.4 Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

9.2 Parking: Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time.

9.2.1 Resident is permitted a total of 2 vehicles per lot, provided there is adequate room on the driveway.

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9.2.2 Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

9.2.3 Unless otherwise provided by Community specific rules, the street right-of-way may not be used for parking. A guest's vehicle may be temporarily parked in the street right-of-way but never overnight. A Resident's vehicles may be temporarily parked in the street right-of-way for drop-off and pick-up for no more than fifteen (15) minutes but never overnight. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community and not on other Home Owner' lots. Residents are responsible to insure that guests' vehicles comply with these rules.

9.3 Vehicles Repairs: Mechanical or other repair of vehicles, boats or trailers is not permitted at a residential lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, handpainted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, payable to the towing service and not to Community Owner.

9.4 Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

9.5 Speed bumps, if installed, are a safety device. Community Owner is not responsible for any damage or personal injury resulting from contact with a speed bump.

9.6 Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 10 miles per hour and must obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these Rules will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting guests/invitees about the speed limit and the aforementioned rules.

9.7 Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear the bike. Bicycle riders must obey all street signs.

9.8 The building of boats in the Community is prohibited.

10. PETS

10.1 Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained prior to the time the pet is actually brought into the Community. No more than one small dog or one cat which has been approved and registered by the Community Manager are allowed per household. Tropical fish and caged birds (subject to the rules set forth below) are also accepted. To be approved, the pet must be an inside pet and a true household pet and weigh no more than twenty-five (25) pounds at maturity. Community Management reserves the right to make decisions on pets on a case by case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information.

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10.2 Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

10.3 No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

10.4 Dogs

10.4.1 The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered "aggressive" when its behavior reasonably causes fear for a resident, guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

10.4.2 Dog owners are required to demonstrate full control of their dog and its behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community or that the Resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

10.4.3 Dogs must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on Home Owner's lot or on the common areas or entrances to the Community. When outside the confines of the home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Home Owner's lot.

10.4.4 Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the dog's owner. No outside fences or pet restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the lot.

10.4.5 Persistent barking (barks or howls for ten sustained minutes or more on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

10.4.6 Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

10.5 Cats

10.5.1 Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is

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maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

10.5.2 Cats must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods.

10.5.3 Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the cat's owner. No outside fences or pet restraining perimeters, whether above or below ground, or other forms of restraint of any kind for the retention of pets will be permitted on the lot.

10.5.4 Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

10.5.5 Persistent howling which is audible outside the home by any cat at any time of the day or night constitutes unacceptable cat behavior.

10.6 Birds

10.6.1 Pet birds whose singing or other noises are not audible outside the Home Owner's home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

10.6.2 Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Rules.

10.7 Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

10.8 Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

10.9 Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents must be boarded outside of the Community. However, guests' service animals are permitted.

10.10 Pets are specifically prohibited from the Community office.

10.11 Feeding of stray or wild animals is prohibited.

10.12 Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its owner.

11. UTILITIES

11.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility. Home Owner must determine the amperage requirements of his home, appliances, and equipment. If Home

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Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other home owners within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

11.2 Utility Repairs: All utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the Home Owner's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents must immediately repair any water or sewage leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. Home Owner's obligation for maintenance and repair of water, sewer, and electric lines and connections are set forth in the prospectus. Home Owner must arrange for electrical upgrades or modifications necessitated by Home Owner's use of electrical power.

12. GARBAGE AND TRASH DISPOSAL

12.1 Garbage is collected from dumpsters located in the Community. All garbage must be placed in a garbage container and securely closed at all times until taken to the dumpster by Home Owner. Garbage containers are to be placed behind the home in an area not visible from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, none over 3 feet in length. Cardboard boxes must be broken down flat.

12.2 Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Resident who occupies the space from which the foreign object originated.

12.3 Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the community, and from transporting to or from the leased site or other area of the community any hazardous waste.

14. RESIDENT AND GUEST CONDUCT

13.1 Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the home or inside the home if audible outside the home, are not permitted in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

13.2 Residents, occupants, and guests are not permitted to play in the streets, in vacant lots, or in the yards of other residents; are not permitted to climb trees in the Community or play ball in the Community streets; or to pass through other residents' yards. Resident shall be responsible for the actions of such occupants and guests who violate these Rules and Regulations. Such violations are considered to be violations by the Resident.

13.3 Skateboarding is prohibited in all common areas of the Community, including vacant lots.

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13.4 Residents and those persons residing with Resident shall not allow anything to be done on the residential lot or in the home, including the operation of any equipment or machinery, that may result in serious property damage to the home, residential lot or Community in which the home is located or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of Community Owner or interfere with the quiet enjoyment of other Residents.

13.5 No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any Community structure.

13.6 Residents will be held responsible for their own conduct and the conduct of the members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

13.7 Illegal drugs are strictly prohibited and will not be permitted.

14.8 The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

13.9 Criminal activity in Community is strictly prohibited and will not be permitted.

13.9.1 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

13.9.2 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the home, leased lot, or otherwise.

13.9.3 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, will not permit the home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

13.9.4 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the home, leased lot or otherwise.

13.9.5 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

13.9.6 VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL

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AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the lot rental agreement pursuant to the requirements of section 723.061, Illinois Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

13.10 No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

13.11 Residents and guests shall not loiter or wander on the streets of the Community between the hours of 10:00 p.m. and sunrise. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

14. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in the Community other than Resident solicitation authorized by Chapter 723, Illinois Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

15. BUSINESS

15.1 No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's lot or home. A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

15.2 No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual Home Owners will be based on Home Owner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Community resident.

16. STORAGE AREA (TBD)

The storage area is maintained for the convenience of the Park Residents. A monthly user fee may be charged for storing any item(s) in the storage area. Storage is provided on a first come first served basis. A Storage Agreement must be signed with the Manager before any item may be stored. All recreational vehicles, travel trailers, camper shells, boat trailers or other equipment left in the storage areas shall be kept in good condition. All tires must be properly inflated. All stored items must be insured and validly licensed. Should a Resident neglect to properly maintain property stored in the storage area, that property must be removed within seven (7) days from notification by the Park Manager. If not removed, the Park Manager reserves the right to have it removed at the Resident's expense. Residents assume all risk of damage or loss to any item(s) stored in the storage areas and must properly insure against vandalism. The Resident must maintain their assigned site. No objects may be stored under or around the item approved for storage. The Park Management reserves the right to remove any unauthorized or unclaimed items of personal property found in the storage area. Upon payment of the Storage Area User Fee, Resident shall have a non-exclusive right of access to and use of the

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storage area for the purpose of storing the Resident's travel trailers, boats, trailers, and recreational vehicles on a first come, first served basis. If the storage lot is full, Resident may have to find accommodations outside the Community.

17. LAWS

Resident must comply with all obligations imposed on manufactured home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community residents.

18. COMMUNITY OWNER ACCESS TO HOME AND LOT

In an emergency situation, Community Management may enter a lot and/or home to prevent imminent danger to an occupant of the home or to the home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, Community Management may enter onto the lot for purposes of repair and replacement of utilities and protection of the Community but not in such manner or at such time as to interfere unreasonably with Home Owner's quiet enjoyment of the lot.

19. LIENS

To the extent permitted by law and contract, Community Owner will have a legal possessory lien on Home Owner's home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or guests, and for any other recoverable expense under these Rules.

20. COMPLAINTS AND NOTICES

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to the Community office. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Come to the office – we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes or messages.

21. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to Community Management in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

22. USE AND OCCUPANCY

The residential lot shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the lot may not be occupied by more than 2 persons per bedroom.

23. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, guest, or invitee on the residential lot, caused by but not limited to: (a) any condition of the lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by

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any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lot.

24. INSURANCE

Home Owners are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration page from Home Owners' insurance policy shall be given to Community Management each year. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Community Owner reserves the right to waive the requirement for Home Owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Home Owners. Violation of this rule shall not be grounds for eviction under Chapter 723, Illinois Statutes, of any Home Owner in the Community as of the effective date of this rule. However, a Home Owner who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Illinois Statutes, for failure to comply with this rule in its entirety.

25. Illinois STATE LICENSE DECAL

All Home Owners must maintain current state registration decal on their home. Current state license decal(s) shall be conspicuously displayed on the home at all times. Please place it in the lower left-hand corner of a window which faces the street and display the current year only.

26. GOVERNING LAW

Community Owner-Resident relationship created by the Lease Agreement and these Rules shall be governed by applicable federal law and the law of the State of Illinois. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Rules that may be contrary to same.

27. SUBLEASING AND RENTING

27.1 No portion of the residential lot or home may be subleased, rented or leased by Home Owner without the prior written consent of Community Owner, which consent may be withheld, delayed or denied by Community Owner in its reasonable discretion. Without Community Owner's written consent, any such act shall be void and shall constitute a default by Home Owner under the Lease Agreement. Neither residential lot leases nor home leases are transferable. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed to be a waiver of this provision, or acceptance of the subtenant or occupant as a tenant, or a release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement and these Rules.

27.2 When a third-party or tenant rental exception to the Home Owner-occupied rule above has been approved, all occupants of the home must be properly screened and approved for residency prior to their occupancy of the home, and each occupant or tenant over the age of eighteen must sign a copy of the Rules and Regulations. (See rule regarding Residency). A written agreement must be executed between Home Owner and Community Management regarding such third-party or tenant rental. Home Owner remains fully responsible to the Community for payments due under Home Owner's Lease Agreement. All third-party or tenant rentals are unauthorized unless prior written approval of Community Management is granted. Further, notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subletting at any time.

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28. LEASE AGREEMENT TERMS AND CONDITIONS

A written Lease Agreement will be required of all new Residents prior to occupancy. The prospectus and these Rules and Regulations are deemed incorporated as terms and conditions of the Lease Agreement. Resident shall not assign the Lease Agreement, or any interest therein. In the case of automatically renewing lot leases that do not otherwise provide that they are assumable, with the prior written consent of Community Owner, the purchaser is allowed to assume only the remainder of the lot lease term in effect at the time of sale.

29. ENFORCEMENT AND EVICTION

29.1 Prior to admission to this Community, each prospective Resident must sign an acknowledgment that they have read, and that they understand and agree to be bound by, the Rules and Regulations as set forth herein. Please note that ignorance of a Rule and Regulation is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules and Regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is essential in providing you and your neighbors a peaceful and enjoyable community.

29.2 Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other home owner or resident has any right against Community Management relative to enforcement of the Rules and Regulations against another resident.

29.3 Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with section 723 .061, Illinois Statutes. It is expected that all Residents will correct the violation in a timely manner in accordance with section 723.061. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

29.4 A home owner, tenant, occupant, or the home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Illinois Statutes, and as amended. The grounds for eviction on the filing date are summarized as follows:

29.4.1 nonpayment of lot rental amount;

29.4.2 conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other residents of the Community;

29.4.3 violation of a Community rule or regulation, the Lot Rental Agreement, or Chapter 723, Illinois Statutes;

29.4.4 a change in the use of land comprising the Community or any portion thereof; or

29.4.5 failure of the purchaser, prospective tenant, or occupant of a home situated in the Community to be qualified as, and to obtain approval to become, a tenant or occupant of the home, such approval being required by these Rules and Regulations.

29.4.6 Pursuant to Section 723.061(1)(e), Illinois Statutes, if a purchaser or prospective tenant of a home occupies the home before approval is granted, Community Management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the Community within 7 days of receipt of a notice demanding same.

30. WAIVER

No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Rules by Community Owner

Resident's Initials _____

Resident's Initials _____

shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

31. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

32. SURVIVAL

If any portion of these Rules is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules, such State or local law shall control the relationship between the parties hereto.

THE FOLLOWING IS AN OPTIONAL CONFIRMATION WHEREBY EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY COVENANTS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Covenants being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Covenants will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Illinois Statutes.

EXECUTED this _____ day of _____, 20_____.

FIRST RESIDENT SIGNATURE

____/____/____

SECOND RESIDENT SIGNATURE

____/____/____

THIRD RESIDENT SIGNATURE

____/____/____

FOURTH RESIDENT SIGNATURE

____/____/____

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES WAS DELIVERED TO THEM ON _____, 20_____.

By: _____
COMMUNITY MANAGER

____/____/____

Resident's Initials _____

Resident's Initials _____

**CITY OF BLOOMINGTON
MEMO
PLANNING COMMISSION
February 10, 2021**

TOPIC:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
Discussion	Intersection Rt 9/Veterans Parkway.	Design	Planning Staff
SUBJECT:	Illinois Department of Transportation (IDOT) Analysis and Design—Alternative Intersection Configurations		

General Discussion:

- On January 14, 2021 the Illinois Department of Transportation presented an analysis and feasibility assessment of potential alternatives and reconfigurations for the intersection of Illinois-55 Business (Veterans Parkway) and Illinois Route 9 (Empire Street).
- The presentation and findings will be available online at <https://www.veteransparkwayoutreach.com/> until February 15, 2021.
- Review the presentation and think about how each alternative aligns and promotes the Comprehensive Plan. Be prepared to discuss.
- City staff will compile general feedback gathered from today’s discussion from the Planning Commission and will send this feedback as well as feedback from the Transportation Commission to IDOT on behalf of the City.
- We also encourage Commissioners to vote for their favorite intersection online at the project website.



Veterans Parkway Outreach Alternate Configurations

Alternate Configurations

Click Here to Indicate Your Preferred Alternative (link will open in a new tab).

