

17

**DECLARATION OF  
CONDOMINIUM OWNERSHIP  
613-615 OAKBROOK  
CONDOMINIUMS**

**Grantor:**  
Jeanette C. Sgro  
1909 Jeanette Lane  
Springfield, IL 62702

**Grantee:**  
613-615 Oakbrook  
Condominiums  
c/o Gregory P. Sgro  
1119 South Sixth Street  
Springfield, IL 62703

**Legal Description:** Lot 139, Oakbrook Estates, Plat One,  
Situated in Sangamon County, Illinois.

**Township:** Chatham

**Return to:**  
613-615 Oakbrook Condominiums  
c/o Gregory P. Sgro  
1119 South Sixth Street  
Springfield, IL 62703

**Prepared by:**  
Gregory P. Sgro  
1119 South Sixth Street  
Springfield, IL 62703

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05-22-2008 10:15 AM  
SANGAMON COUNTY  
ILLINOIS  
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MARY ANN LAMM  
SANGAMON COUNTY RECORDER

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**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**613-615 OAKBROOK CONDOMINIUMS**

This Declaration is made and entered into by JEANETTE C. SGRO (hereinafter referred to as the "Declarant"), effective upon date of recording.

WITNESSETH:

WHEREAS, the Declarant is the record owner of a certain parcel of real estate in the County of Sangamon, State of Illinois, legally described as follows:

Lot 139, Oakbrook Estates, Plat One. Situated in Sangamon County, Illinois.

WHEREAS, Declarant intends to and does hereby submit the above described real estate together with all building, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (the "Property") to the provisions of the Condominium Property Act of the State of Illinois as amended (the "Act"); and

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

**DEFINITIONS**

NOW THEREFORE, JEANETTE C. SGRO, the Declarant, as the record owner of the above described real estate and for the purposes above set forth, hereby declares as follows:

1. Definitions, as used herein, unless the context otherwise requires:
  - (a) "Act" means the "Condominium Property Act" of the State of Illinois.
  - (b) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

- (c) "Parcel" means the parcel or tract of real estate described above in this Declaration.
- (d) "Property" means all the land, property and space comprising the parcel, and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the unit owners.
- (e) "Unit" means a part of Property, including one or more rooms and occupying one or more floors or a part of parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached hereto as Exhibit "A", which Plat is being recorded simultaneously with the recording of this Declaration. Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat.
- (f) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to the land, foundation, hallways, stairways, entrances and exits, common parking areas, storage areas, roof, incinerator, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the boundaries of a Unit shall be part of the Common Elements.
- (g) "Limited Common Elements" means that portion of the Common Elements lying on the same side of the centerline bisecting the common wall of the Units being contiguous to and serving exclusively a single unit as an inseparable appurtenance thereto, including specifically, but not by way limitation, yard areas, porches, balconies, patios, terraces and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all of associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements, including but not limited to automobile parking areas, storage and rubbish collection areas, plumbing, heating and electrical fixtures and appurtenances.
- (h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

- (i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (j) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements as set forth in Exhibit B and in the aggregate interest of such undivided ownership of said common elements.
- (k) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- (l) "Building" means the building or buildings located on the Parcel forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.

NAME

This property shall hereafter be known as the "613-615 Oakbrook Condominiums."

UNIT IDENTIFICATION

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole unit as shown on the Plat.

ADMINISTRATION AND OPERATION

The governing body of all the Unit Owners for the Administration and operation of the Property as provided in the Act and this Declaration and in the By-Laws, shall be the Board of Directors which shall consist of two (2) persons, one elected or appointed by the Owners of each Unit.

Whenever the word "Board" issued in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers if there is no Association, or if there is an Association, it shall mean and refer to said Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purpose designated in the Declaration and By-Laws and (except for such adjustments and the Board may require to reflect delinquent, prepared and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the

percentage set forth in Exhibit "B", and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner's membership on the Board or Association shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed in such membership in the Association.

#### OWNERSHIP OF COMMON ELEMENTS

Ownership of the Common Elements shall be allocated to the respective Unit owned by such Unit Owners as set forth in the schedule attached hereto and made a part hereof as Exhibit "B". Use and enjoyment of the common elements shall be as provided for in this Declaration and the use and enjoyment of such portion of the common elements designated as limited common elements shall be deemed to be under the control and supervision of the owner of the Unit to which the limited common elements are appurtenant.

#### EXPENSES, MORTGAGES, TAXES

Common Expenses. Each Unit Owner shall pay his share of the expenses of administration, maintenance and repair of the Common Elements and Limited Common Elements and any other expenses lawfully incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon in such amount as those expenses are attributable to and allocable to his Unit and the Limited Common Elements appurtenant thereto. Such expenses as are common expenses and cannot be attributable directly to the maintenance, repair or administration of any individual Unit or its Limited Common Elements shall be paid in proportion to each Unit's ownership of the Limited Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxes on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

## INSURANCE

(a) The owners shall obtain insurance for the property against loss or damage by fire and such other hazards for the full insurable replacement cost of the Common Elements and Limited Common Elements and the Units. Premiums for such insurance shall be common expenses and shall contain standard condominium mortgage clause endorsements in favor of the mortgagee or mortgagees for each Unit, if any, as their respective interests may appear.

The proceeds of such insurance shall be applied for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all time to be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

Payment by an insurance company to the Unit Owner(s) of the proceeds of any policy, and the receipt of release from the Owner(s) of discharge of such insurance company, and such company shall be under no obligation to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Owners.

(b) The Owners have the authority to obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Declarant, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the Owners from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expense.

(c) Each Unit Owner shall be responsible for his own insurance on the contents of his/her own Unit and furnishings and personal property therein, and his/her personal property stored elsewhere on the Property, and his/her personal liability, fire and other hazard insurance, to the extent not covered by the liability insurance for each Unit Owner obtained as part of the common expenses as above provided.

Each Unit Owner shall be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his/her Unit.

(d) Each Unit Owner hereby waives and releases any and all claims which he/she may have against the other Unit Owner, the Declarant and his/her respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

**MAINTENANCE, ALTERATION, DECORATING**

The exterior masonry, if any, of the Building shall be cleaned and tuckpointed every ten (10) years, unless the Board or Association deems it unnecessary. The cost thereof shall be determined for each Unit, and each Unit Owner shall pay the proportion of such cost attributable to his Unit.

The exterior soffit and siding of the building shall be maintained by each Unit Owner in the present color scheme, or in such color scheme as shall be unanimously approved by the unit owners of all units. If unanimous agreement is not reached, with respect to any proposed change in the color scheme, then the existing color scheme shall again be used and maintained. The cost of maintenance, repair and replacement shall be determined for each Unit and each Unit Owner shall pay the costs attributable to his Unit.

No owner shall make any architectural changes or additions to the building or Unit herein described and designated, or identical structures erected in replacement thereof, and no exterior structure, entrances, roofs, barricades, fences or additions, or additional buildings of any kind, shall be built upon any portion of the common elements or limited common elements without the prior unanimous approval of the Owners of all Units.

If any Owner fails to maintain, rebuild or restore his Unit or limited common elements, then the Board or Association may, after thirty (30) days' written notice to such defaulting Unit Owner, have such work done and the amount paid therefor shall be charged against such defaulting Unit Owner, and the Board or Association may bring proceedings against such defaulting Unit Owner to collect same by suit at law or in equity, and there shall be added to the amount due the costs of such suit together with interest and reasonable attorney's fees to be fixed by court order.

The Association shall be responsible of the maintenance and repair of that portion of the common roof and gutter system.

The Unit Owner of each Unit shall furnish and be responsible for at his own expense all decorating, maintenance, repairs and replacements within and upon his Unit; and except as herein to the contrary specifically provided the Unit Owner shall be responsible for, at his own expense, all maintenance and repairs within his own Unit.

The cost of repairs to or replacement of the common sidewalk, including front and rear concrete steps, situated upon the premises, or any portion of such common sidewalk and steps, shall be borne equally by each Unit Owner sharing such common sidewalk or steps.

Each Unit Owner shall at all times be responsible for the repair, maintenance or reconstruction of such portions of the electric, sewer and water systems upon or leading from his Unit to the point of connection of same with the common electric, sewer and water systems.

Each Unit Owner shall at all times be responsible for the repair, maintenance or replacement of any and all windows as are located upon or attached to his respective Unit and if practical shall be identical to all other exterior windows.

The Owner or occupant of each Unit shall maintain the lawn and landscaping, if any, on his Unit premises and limited common elements appurtenant thereto. It is the intention of this Declaration to provide that each Unit Owner shall pay all maintenance and repair costs associated with his individual Unit and the Limited Common Elements appurtenant thereto and that any costs not directly attributable to any Unit or its Limited Common Elements be divided in proportion to the ownership of the Common Elements by each Unit Owner.

#### ENCROACHMENTS

If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements or any other Unit, as the Common Elements and Units are shown by the survey comprising the Plat attached hereto as Exhibit "A" there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

All dividing walls which straddle the boundary line between Units shall at all times be considered party walls, the cost of maintenance, repair or replacement of which shall be borne equally by the Owners of the Units served thereby.

In the event that any party wall or portion thereof now or at any time hereafter, because of shifting, settling, original construction or otherwise, actually encroaches upon any portion of the Unit of another Owner, there shall be deemed to be an easement therefor in favor of the Unit whose party wall so encroaches, but only to the extent and for so long as such encroachment shall exist.

Except as herein expressly provided to the contrary in the above paragraph or elsewhere, the easements or cross-easements hereby created shall not terminate in the event that any party wall, or portion thereof, has been destroyed or materially damaged by fire or other cause but shall remain in full force and effect. License is hereby granted to Owners of Units for reasonable access onto adjoining Units for the purpose of rebuilding destroyed or materially damaged party walls. Any Owner of a Unit served by such materially damaged or destroyed party wall who shall have rebuilt same shall be entitled to receive from the Owner of the other adjacent Unit also served by such party wall, an amount equal to one-half (1/2) of the cost of rebuilding same, including the costs of foundations and supports necessarily installed.

Whenever any party wall, or portion thereof, shall be repaired, replaced or rebuilt, it shall be erected as nearly plumb as possible on the same line (provided such line is located exactly on the dividing line of the Units it separates), and shall be of the same size and the same or similar materials and of like quality as the present party wall, and it shall conform in all respects to the laws and ordinances regulating the construction of buildings in force at that time.



### SALE OR LEASE BY OWNER

Each Unit Owner has the right to sell his Unit at anytime. However, the Owner of the Unit to be sold shall give the Owner of the other Unit the right of first refusal to purchase said Unit on the same terms and conditions as offered by a bona fide purchaser.

In the event that a Unit is leased by an Owner thereof to a third person or family other than the Unit Owner thereof or his family, on a month-to-month, yearly or other basis, or that the Unit is lawfully occupied under some arrangement allowing the use of such premises by a person or family other than the Owner thereof or his family, it is understood that the rights of such other person or family are subject to the following provisions:

- (a) Each and every person occupying any Unit or enjoying the use and benefit thereof, shall be subject to the terms and provisions of this Declaration;
- (b) The Unit Owner of such leased or otherwise so occupied premises shall at all times also be responsible, jointly and severally, with his tenants, lessees or other occupants, for any failure or default of any tenant, lessee or other occupant to observe or comply with the terms and provisions of the Declaration; and
- (c) No such tenant, lessee or occupant, nor their guests or invitees, shall have the right to direct enforcement of any terms or provisions of this Declaration, such power of enforcement being at all times reserved to and lodged solely in the Unit Owners.

### USE AND OCCUPANCY

No unlawful or immoral practice, no noxious or offensive activity nor any act nor any practice that will injure the reputation of the premises upon the real estate or which will unreasonably disturb the Owners or lawful occupants of adjoining Units shall be permitted or committed, either willfully or negligently, upon any Unit.

No Owner or occupant shall keep or permit to be kept in any Unit any inflammable fluids (except fuel in the tanks of parked vehicles), or explosives, nor do may act or keep any substance in or upon any Unit which will increase the rate of fire insurance on any Unit, or contents thereof, applicable for residential use, nor that will result in the cancellation of fire insurance on any Unit or the contents thereof.

No Owner shall cause or permit any clothes, laundry, sheets, blankets, or other article or object to be hung or displayed on the outside windows or placed on the outside walls of any Unit, and no sign, awning, canopy or shutter, nor any mast, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted, or maintained upon any Unit or any other portion of any Unit, without the prior approval of the Board or Association,

and at all times in compliance with any and all applicable statutes, codes and ordinances.

The Owners and lawful occupants shall keep their respective Units free and clear of rubbish, debris, and other unsightly, injurious or unhealthy materials; provided, however, that the same shall be deposited in closed containers approved by the Board or Association.

Nothing shall be done in, upon or to any Unit or to any party wall, which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

The right is expressly reserved by the Declarant, its agents and beneficiaries, to place "For Sale" or "For Rent" signs on any Unit to aid in it selling or renting Units owned by it, and the right is hereby given to any mortgagee, who may become the Owner of a Unit, to place such signs on any Unit owned by such mortgagee. Nothing in this Declaration contained shall be construed to prevent the Declarant, its agents and beneficiaries, during the period in which sales of Units are in progress, or for so long as Declarant owns one (1) or more Units, from conducting business and promotional activities in any of the unoccupied or unsold Units in order to effect sales or rentals thereof, provided that such activities do not unreasonably interfere with the quiet enjoyment of the Owner or lawful occupant of any Unit.

Each Unit Owner shall comply with applicable use, zoning laws and building codes of any governmental body which affects any portion of the premises or the use thereof.

#### REMEDIES

In the event of any violation of the provisions of the Act, this Declaration or the By-Laws, by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit), the Board, or any Unit Owner acting on its behalf in the event of a deadlock or refusal to take action by said Board, shall have each and all of the rights and remedies provided for it in the Act, this Declaration, the By-Laws, or the Forfeible Entry and Detainer Act of the State of Illinois, as amended, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owners (and any others it may desire to proceed against) for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages, injunction, or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of and sell the Unit as hereinbelow provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs, reasonable attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of nine percent (9%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner, all of his additions and improvements thereto, and all of his personal property in his Unit or located elsewhere on the Property, provided, however, that such lien shall be subordinate to the

lien of any mortgage, recorded prior to the date such payment was due on the Property or any portion thereof, or on the interest of such Unit Owner, except for the amount of the proportionate share of the Common Expenses that become due and payable from and after the date on which such mortgage owner or holder either takes possession of all or any of the security described in such mortgage, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose its mortgage and causes a receiver to be appointed. In the event of any such default by any Unit Owner, the Board shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to an assessed against such defaulting Unit Owner, with interest at the rate aforesaid. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of mortgage liens against the Property and the Common Elements appurtenant thereto.

In the event that any of the provisions of this Declaration shall be in conflict with the requirements of the Condominium Property Act or other statutes of the State of Illinois, said Condominium Property Act and the statutes of the State of Illinois shall be deemed controlling and that portion and that portion only shall be deemed null and void and the rest of this Declaration shall be deemed in full force and effect. Any provision of this Declaration required by the Condominium Property Act of the State of Illinois which is not included herein shall be deemed incorporated herein by reference and made a part hereof.

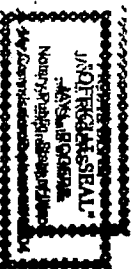
Dated this 31<sup>st</sup> day of March, 2000.

  
JEANETTE C. SGRO

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF SANGAMON )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that JEANETTE C. SGRO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Subscribed and sworn to before me this 31<sup>st</sup> day of March, 2000.



  
NOTARY PUBLIC

CONSENT OF MORTGAGEE

Bank and Trust Company, Mortgage in a mortgage by Jeanette C. Sgro, dated March 31, 2000 and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_, consents to this Declaration of Condominium Ownership and agrees that said mortgage is subject to the provision of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, Bank and Trust Company has caused this instrument to be signed by its Vice Pres. and attested by its Vice Pres. on its behalf, this 10th day of May, 2000.

Bank and Trust Company

By: Jerry L. Rogers

Is: Vice President

ATTEST

By: [Signature]

Is: [Signature]

STATE OF ILLINOIS  
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that Jerry L. Rogers, the Vice President and Dwight D. Engle, the Vice President of Bank and Trust Company, and personally known to me to be the Vice President and Vice President, respectively, of said banking corporation, and who are also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Vice President they signed, sealed and delivered the instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation aforesaid for the uses and purposes therein set forth.

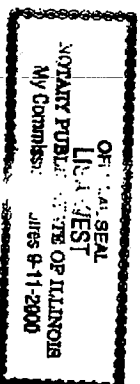
Given under my hand and Notarial Seal.

[Signature]

Dated: 5-10, 2000

(SEAL)

Notary Public



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**EXHIBIT B**

**Percentage Ownership of Common Elements**

<b><u>Unit No.</u></b>	<b><u>Address</u></b>	<b><u>Percentage of Common Elements</u></b>
One	613 Oakbrook Avenue, Chatham, IL	50%
Two	615 Oakbrook Avenue, Chatham, IL	50%

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BY-LAWS

A. The direction and administration of the Property shall be vested in a Board of Managers consisting of a President and a Secretary/Treasurer and a Vice President. The Board members shall be elected at large and no Board member shall be elected without receiving the votes of two Units. The Board members shall hold their terms for a period of one (1) year or until replaced by subsequent election. Nothing herein shall be deemed to prohibit a person from serving consecutive terms on the Board of Managers. No compensation shall be paid to members of the Board. A Board member may be removed by the votes of all Units. For purposes of Board action, the President, Secretary/Treasurer and Vice-President shall each have one vote, which vote shall have equal weight. Action by the Board of Managers shall require unanimous vote of all members. In the event of a deadlock such deadlock shall be resolved as provided below in Paragraph N. 100% of the Board of Managers shall constitute a quorum for purposes of action by said Board of Managers.

B. The Board shall exercise, subject to the provisions of the Condominium Property Act of the State of Illinois and the Declaration of Condominium Ownership, all powers, duties and authority vested in it, including but not limited to the following:

1. Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
2. Preparation, adoption and distribution of the annual budget for the Property.
3. Levying of assessments.
4. Collection of assessments from Unit Owners.
5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
6. Obtaining adequate and appropriate kinds of insurance.
7. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it.
8. Adoption and amendment of rules and regulations covering and details of the operation and use of the Property.
9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
10. To have access to each Unit, from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for

making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units:

11. To borrow money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7 of these By-Laws.

12. Grant easements, leases, licenses and concessions through or over the Common Elements.

13. Employment of professional employees such as engineers, attorneys, accountants or other professionals including a manager or marketing agent.

C. The Board of Managers shall meet at least four (4) times per year and all meetings shall be open to any Unit Owner. The Board shall adopt an annual budget but prior to adoption thereof shall give each Unit Owner a copy of said proposed budget and notice of the time, date and place of the meeting at which it proposes to adopt or otherwise act upon said budget at least thirty (30) days prior to the date of such meeting. At the time the Unit Owners are furnished with the proposed annual budget they shall in addition, be furnished with an itemized accounting of the common expenses for the preceding year which were actually incurred and paid by the board of Managers, together with a tabulation of the amounts collected from each Unit Owner pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus reserves. Notice of all other meetings shall be given to each Unit Owner at least seven (7) days prior to such meeting.

D. The Secretary/Treasurer is designated as the officer to mail and receive all notices and to execute amendments to the condominium instruments as provided for in the Condominium Property Act provided that no such amendments shall be executed without unanimous approval of the Board.

E. The remaining term of any board member who vacates his office shall be filled by a person designated by unanimous vote of both Units.

F. 100% of the Unit Owners shall constitute a quorum of purposes of making decisions required by the Unit Owners under these By-Laws and such Unit Owners shall hold at least one meeting annually at which time they will elect the members of the Board of Managers. Said annual meeting shall be held during the month of January unless the Owners agree unanimously to hold it at another time. Such annual meeting and any other meeting shall be held at such time and place as the Unit Owners shall agree and if the Unit Owners cannot agree then the President of the Board of Managers shall designate the time and place of said meeting and give each Unit Owner not less than ten (10) days written notice of the time and place of such annual meeting.

Special meetings of Unit Owners can be called by the President or any Unit Owner upon written notice to all Unit Owners at least ten (10) days prior to the date of such meeting; such notice shall designate the time, place and purpose of such meeting. If only one of multiple Owners of a Unit is present at a meeting of the Association he or she is entitled to cast the vote of that Unit. In any event all voting shall be by Unit and not by percentage of Unit ownership. Each Unit shall have one vote which may not be divided among the various Owners of said Unit but must be voted as a single vote. In the event the Unit Owners cannot agree on how to cast the Unit's vote so that a deadlock of the board of Managers results, that deadlock shall be resolved in the manner described in Paragraph N below.

A Unit Owner or Owners may exercise their vote by proxy or by act of their duly authorized attorney in fact. Any proxy shall be invalid eleven (11) months from the date of its execution unless otherwise provided for in said proxy.

Where matters subject to the approval of Unit Owners under the Condominium Property Act of the State of Illinois are to be on the agenda for any annual or special meeting of said Unit Owners, the notice of meeting shall specify the nature of such matters to be discussed at the meeting in the manner in which they will be submitted to the Unit Owners for approval within that portion of the notice which states the purpose of the meeting.

Maintenance, repair and replacement of the Limited Common Elements shall be the requirement of the individual Unit Owners as set forth in the Declaration. Maintenance, repair and replacement of Common Elements or payment of common expenses shall be approved by the Board of Managers and all payment vouchers shall be approved by the Board of Managers prior to payment thereof. The annual budget of the Board of Managers shall be determined based upon the common expense of the preceding year for all expenses not attributable to each individual Unit or its Limited Common Elements, together with any other anticipated assessments for any other anticipated expenses for the upcoming year. All assessments for insurance shall be paid within thirty (30) days of the adoption of the annual budget unless designated otherwise by resolution of the board of Directors. All other assessments shall be paid in monthly installments to the Secretary/Treasurer.

G. Upon ten (10) days notice to the Secretary/Treasurer and upon payment of any reasonable costs, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner. The Board may designate and remove any personnel necessary for the maintenance, repair and replacement of the Common Elements. Each Unit Owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements appurtenant to his or her Unit.

H. The Board may adopt restrictions and requirements respecting the use and maintenance of the Units consistent with the Declaration of Condominium Ownership and the Condominium Property Act of the State of Illinois.

I. These By-Laws may not be modified or amended without unanimous approval or unanimous vote of both Units.



J. The Board shall, at the request of any first mortgagee, give such first mortgagee notice of any default by the Unit Owner whose Unit is encumbered by the mortgage or trust deed owned or held by such first mortgagee in the performance of such Unit Owners's duties hereunder which are not cured within thirty (30) days after the date the Unit Owner is notified by the Board to cure such default.

K. The Board shall allow any first mortgagee to examine the books and records of the Board during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Board or at its direction.

L. In the event that any of the provisions of these By-Laws shall be in conflict with the requirements of the Condominium Property Act or other statutes of the State of Illinois, said Condominium Property Act and the statutes of the State of Illinois shall be deemed controlling and that portion and that portion only shall be deemed null and void and the rest of these By-Laws shall be deemed in full force and effect. Any provision of these By-Laws required by the Condominium Property Act of the State of Illinois which is not included herein shall be deemed incorporated herein by reference and made a part hereof.

M. The Board of Managers are authorized to form an Association as a not-for-profit corporation. Said Association shall consist of the Board of Managers acting in accord with the provisions of these By-Laws and Declaration of Condominium Ownership provided that such Association shall not be formed without the unanimous consent of all Owners. In the event that it shall not be required by law as in the event that the Owners deem it unnecessary to form an Association or act through a Board of Directors, the functions of the Association or Board of Directors shall be carried out by the Owners acting by unanimous agreement.

N. In the event the Board of Managers becomes deadlocked for whatever reason, including the inability of Unit Owners to agree on how the Unit's vote shall be cast, so that the Board of Managers in unable to carry out the duties set forth in these By-Laws, or in the event that it shall fail to reach agreement as to the charges or assessments to be paid for maintenance, repairs, insurance and other expenses, any Unit Owner may bring suit at law or in equity for determination of the proper charges and assessments or any Unit Owner may elect to submit the matter to binding arbitration. One arbitrator shall be appointed by the Owners of each Unit. The two arbitrators chosen by the Unit Owners shall then choose a third arbitrator to serve. In the event that the Owners of any Unit cannot agree on the designation of an arbitrator, the arbitrator appointed by the Owners of the other Unit shall choose two other arbitrators to serve. Arbitration shall be conducted in accord with the provision of the Uniform Arbitration Act, Illinois Revised Statutes Chapter 10, Section 101 et. seq. The costs and fees of arbitration shall be divided between the Unit Owners in such proportion as the arbitrators shall deem fair and equitable.

# NOTICE

Doc. # 2000R19227

PAGE # ~~000107~~

DESCRIPTION Declaration of Condo

Dakbrook Estates 2, Lot 139 Units

1+2,

DATE: 5 — 22 — 2000

CABINET A — 15B

\*\*\*000107

EXHIBIT A

Owner: Gregory Sgro  
Twp Ball

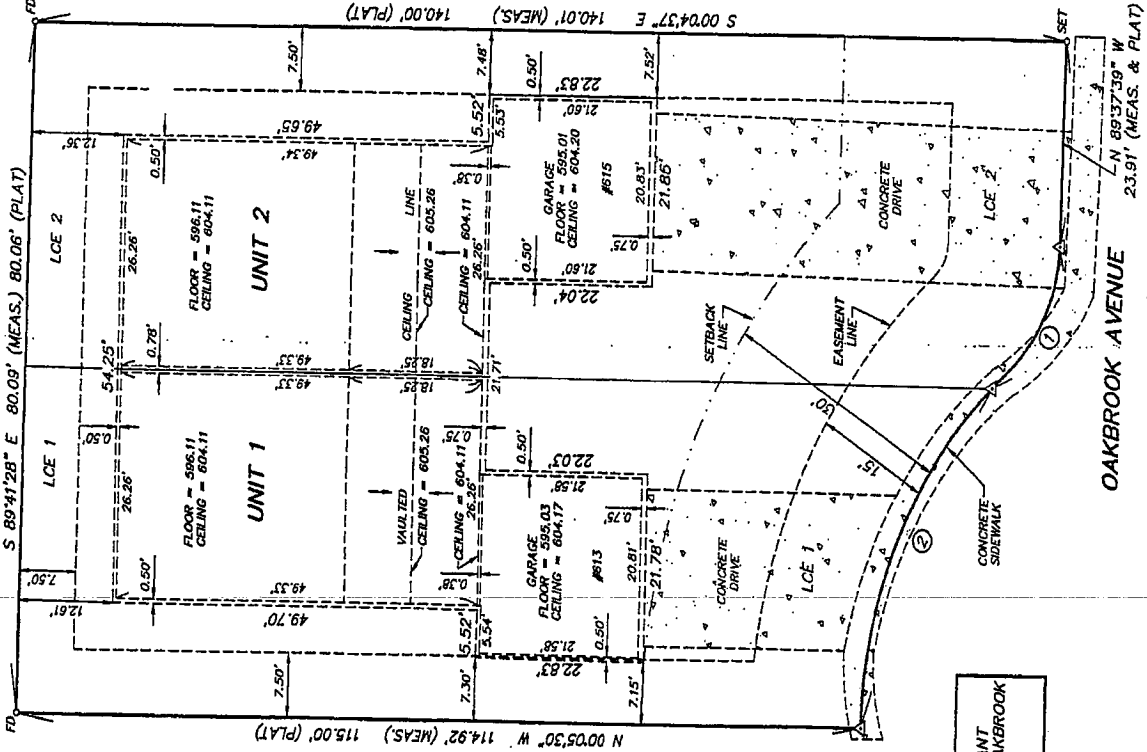
# CONDO SURVEY

## LEGAL DESCRIPTION

LOT 139 OAKBROOK ESTATES, PLAT 1

2008.1.9.22.7  
85-02-2888 18.15 AM  
SINGOHORN COUNTY  
PLATTNOTES  
78.88 BRENDAN  
MARY ANN LARH  
SINGOHORN COUNTY RECORDER

CAB H15B



### CURVE DATA ①

$\Delta = 4871'23''$   
 $R = 20.00'$   
 $L = 16.82'$   
 $T = 8.94'$   
 $Ch. Brg. = N 65°31'57'' W$

### CURVE DATA ②

$\Delta = 48°39'14''$   
 $R = 55.00'$   
 $L = 46.70'$   
 $T = 24.86'$   
 $Ch. Brg. = N 65°45'53'' W$

IBM  
 NORTH CAP BOLT ON FIRE HYDRANT  
 WEST END CUL-DE-SAC OF OAKBROOK AVENUE  
 ELEV. = 596.55

### LEGEND

IRON PIPE  $\circ$   
 MAG NAIL (SET)  $\triangle$

I DO HEREBY CERTIFY THAT IN THE MONTH OF DECEMBER, 1999  
 THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE  
 UNDER MY PERSONAL SUPERVISION AND THE FOREGOING PLAT  
 CORRECTLY REPRESENTS THE RESULTS OF SAID SURVEY.

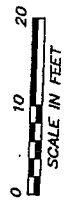
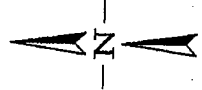
8258  
 ILLINOIS PROFESSIONAL LAND SURVEYOR # 3248



DATE	BY	REVISIONS

**GREENE & BRADFORD, INC.**  
 OF SPRINGFIELD  
 2501 COMMERCE ENGINEERS  
 SPRINGFIELD, ILLINOIS 62707  
 (317) 763-8327 FAX  
 PROFESSIONAL LAND SURVEYING PER. NO. 048-00008B

H-15-B  
 1000 R17227  
 BALL



DATE 12-18-99  
 DRAWN MULLNEY  
 PLOT NO. 99412  
 FIELD BOOK HP-222  
 COMPUTER FILE NO. 99412/2contg-10  
 \*\*\* 000107