

2006R05677

02/16/2006 09:56AM

SANGAMON COUNTY  
ILLINOIS

REC FEE:	71.00
REC REST FEE:	4.00
GIS FEE:	9.00
GIS REST FEE:	1.00
RHSP FEE:	10.00
ST STAMP FEE:	
CD STAMP FEE:	
DOC FEE:	
TOTAL:	\$95.00
PAGES:	22

DELLA

MARY ANN LAM  
SANGAMON COUNTY RECORDER

### Declaration of Condominium Ownership

Re-record Declaration of Condominium Ownership to attach correct survey.

Return to: *Zelle*

Judith K. Shade  
1101 North Park  
Chatham, Illinois 62629

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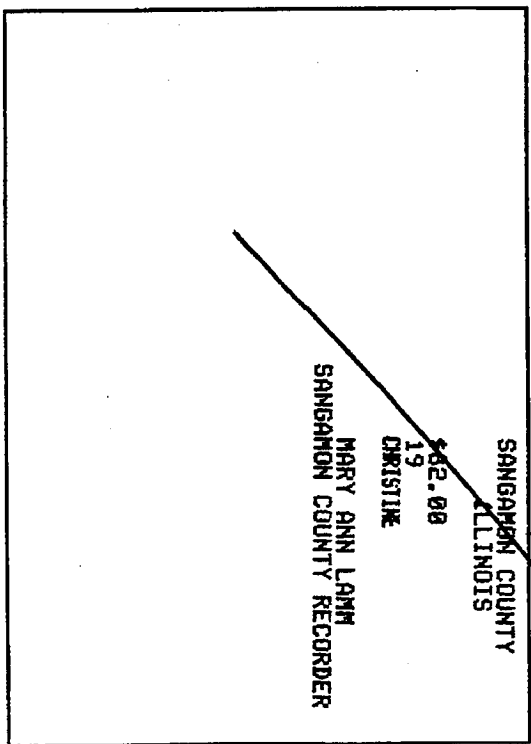
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2003R49423  
07/16/2003 09:53AM

# DECLARATION OF CONDOMINIUM OWNERSHIP

RETURN DOCUMENT TO:

Judith K. Shade  
1101 North Park  
Chatham, Illinois 62629



## DECLARATION OF CONDOMINIUM OWNERSHIP

Judith Shade Condominium, a Condominium  
Chatham, Sangamon County, Illinois

This Declaration made and entered into by Judith K. Shade (hereafter referred to as the "Declarant").

### RECITALS

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 One Hundred Fifty (150) of Oakbrook Estates Subdivision, Plat Number 1.  
Sited in Sangamon County, Illinois,

Commonly known as 1101 Park and 708 Oakbrook, Chatham, Illinois

Tax Identification Number: 290603970010

(hereafter referred to as the "Parcel").

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

WHEREAS, Declarant further desires to establish for her 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 cooperative aspect of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

THEREFORE, the Declarant, as the record owner of the above-described real estate and for the purposes set forth, hereby declare as follows:

#### PROVISIONS

1. DEFINITIONS. As used in this Declaration, unless the context otherwise requires:

(a) "Act" means the "Condominium Property Act" of the State of Illinois (765 ILCS 605/1, *etc. seq.*);

(b) "Parcel" means the lot or lots, tract or tracts of land, described in the declaration, submitted to the provisions of the Act.

(c) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act.

(d) "Declaration" means the 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.

(e) "Unit" means a part of the property designed and intended for any type of independent use.

(f) "Common Elements" means all portions of the Property except the Units, including limited common elements unless otherwise specified.

- (g) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (h) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and also includes such person's or persons' lessees, family members, occupants, guests or invitees.
- (i) "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. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "majority of the members of the board of managers" means the total number of persons constituting such board pursuant to the bylaws if any, and if no by-laws, then more than 50% of the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the members of the board of managers means that percentage of the total number of persons constituting such board pursuant to the bylaws.
- (j) "Plat" means a plat or plats of survey of the parcel and of all units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.
- (k) "Record" means to record in the Sangamon County, Illinois Recorder of Deeds Office.
- (l) "Conversion Condominium" means a Property which contains structures, excepting those newly constructed and intended for condominium ownership, which are, or have previously been, wholly or partially occupied before recording of condominium instruments by persons other than those who have contracted for the purchase of condominiums.
- (m) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, as well as the bylaws and plat.
- (n) "Common Expenses" means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.
- (o) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

- (p) "Unit Owners' Association" or "Association" means the association of all the unit owners, acting pursuant to bylaws through its duly elected board of managers if any, and if no by-laws, then more than 50% of the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements.
- (q) "Purchaser" means any person or persons other than the Developer who purchase a unit in a bona fide transaction for value.
- (r) Developer" means Judith K. Shade, who is the person who submitted the Parcel and Property legally and equitably owned in fee simple by her to the provisions of the Act.
- (s) "Add-on Condominium" means a property to which additional Property may be added in accordance with condominium instruments and the Act.
- (t) "Limited Common Elements" means a portion of the common elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.
- (u) "Building" means all structures, attached or unattached on the Parcel, containing one or more units.
- (v) "Master Association" means an organization described in Section 18.5 of the Act (765 ILCS 605/18.5) whether or not it is also an association described in Section 18.3 of the Act (765 ILCS 605/18.3)
- (w) "Developer Control" means such control at a time prior to any election of the Board of Managers, if any.
- (x) "Meeting of Board of Managers" or "Board of Master Association" means any gathering of a quorum of the members of the Board of Managers or Board of the Master Association held for the purpose of conducting board business.
- (y) "Meeting of Unit Owners' Association" or "Meeting of Association" means any gathering of a quorum of the members of the Unit Owners held for the purpose of conducting board business.
- (z) "Leasehold Condominium" means a property submitted to the provisions of the Act which is subject to a lease, the expiration or termination of which would terminate the condominium and the lessor of which is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code of 1986, as amended [26 U.S.C. § 5011].

(aa) "Proportionate Share" means a share equal to each Unit's percentage of ownership of the Common Elements as set forth in Exhibit "B" to this Declaration.

II. CONTENTS REQUIRED BY THE ACT. Pursuant to Section 605/4 of the Act, the Declarant furnishes the following information:

(a) The legal description of the Parcel:

Lot One Hundred Fifty (150) of Oakbrook Estates Subdivision, Plat Number 1, Situated in Sangamon County, Illinois

(b) The legal description of each Unit, which may consist of the identifying number or symbol of such unit as shown on the plat:

**UNIT 1: 708 OAKBROOK AVENUE**

PART OF LOT 150 IN OAKBROOK ESTATES SUBDIVISION, PLAT NO. 1, A PART OF THE NORTH HALF OF SECTION 7 AND PART OF THE SOUTH HALF OF SECTION 6, ALL IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF LOT 150; THENCE NORTH 89 DEGREES 37 MINUTES 39 SECONDS WEST 80.47 FEET TO AN IRON PIPE; THENCE SOUTH 0 DEGREES 21 MINUTES 31 SECONDS WEST 69.83 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS EAST 81.05 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 17 SECONDS WEST 69.35 FEET TO THE POINT OF BEGINNING, CONTAINING 5619 SQUARE FEET, MORE OR LESS.

**UNIT 2: 1101 PARK AVENUE**

PART OF LOT 150 IN OAKBROOK ESTATES SUBDIVISION, PLAT NO. 1, A PART OF THE NORTH HALF OF SECTION 7 AND PART OF THE SOUTH HALF OF SECTION 6, ALL IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 150; THENCE NORTH 0 DEGREES 23 MINUTES 47 SECONDS WEST 51.16 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS WEST 81.05 FEET; THENCE SOUTH 0 DEGREES 21 MINUTES 31 SECONDS WEST 83.87 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST 82.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6831 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: N. 89°37' 39" W. ALONG THE CENTERLINE OF  
OAKBROOK AVENUE.

NO PART OF THE PLAT OF SURVEY IS WITHIN A SPECIAL FLOOD  
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY.

(c) The name of the condominium, which name shall include the word  
"Condominium" or be followed by the words "a Condominium":  
Judith Shade Condominium, a Condominium.

(d) The name of the city and county or counties in which the condominium is  
located: City:  
Village of Chatham; County: Sangamon County.

(e) The percentage of ownership interest in the common elements  
allocated to each Unit:

Unit	Percentage of ownership interest in common elements
1101 Park Avenue	55%
708 Oakbrook Drive	45%

(f) If applicable, all matters required by the Act in connection with an add-on  
condominium:

None. There are no issues regarding an "add-on condominium" as defined  
by the Act.

(g) A description of both the common and limited common elements, if any,  
indicating the manner of their assignment to a unit or units

Common Elements:

Limited Common Elements: Unit 1: Driveway - Unit 2 Driveway - Unit 1  
yard - Unit 2 yard.

(h) If applicable, all matters required by the Act in connection with a conversion  
condominium:

None. There are no issues regarding a "conversion condominium" as defined by the Act.

(i) If applicable, all matters required by the Act in connection with a leasehold condominium:

None. There are no issues regarding a "leasehold condominium" as defined by the Act.

(j) Such other lawful provisions not inconsistent with the provisions of the Act as the owner or owners may deem desirable in order to promote and preserve the cooperative aspect of ownership of the property and to facilitate the proper administration thereof:

See remaining contents set forth in this Declaration.

### III. 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.

### IV. ADMINISTRATION AND OPERATION

(a) 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 attached By-Laws, shall be the Board of Managers or Association, if formed by the Unit Owners, which in either case shall consist of two (2) persons, one elected or appointed by the Owner(s) of each Unit.

(b) Whenever the word "Board" is used 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 Managers. 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 as the Board may require to reflect delinquent, prepaid 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 to such membership in the Association.

(c) Each Unit Owner shall have the exclusive and unlimited control of the Limited Common Elements appurtenant to his respective Unit except where specifically provided otherwise herein.

(d) The condominium created by this Declaration shall not be subject to further phasing or creation of additional Units and neither the Owners, the Board of Managers or any successor governing body of this condominium shall annex this condominium to any other condominium development without the consent of all Owners and any mortgagee holding a mortgage on either of the Units.

#### V. OWNERSHIP OF COMMON ELEMENTS

The percentage of 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 Units to which the Limited Common Elements are appurtenant.

#### VI. EXPENSES, MORTGAGES AND TAXES

(a) Each Unit Owner shall pay the expenses of maintenance and repair for the Owner's Unit, its Limited Common Elements, and for any repairs of the Common Elements herein designated to be paid by individual Unit Owners. 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 and such expenses designated specifically herein to be treated as common expenses, shall be paid by the Board in each Unit's proportionate share. Payment thereof shall be in such amounts and at such times and in such manner as provided in the By-Laws or as agreed upon by the Unit Owners. If any Unit Owner shall fail or refuse to make any required payment when due, the amount so due shall be a lien upon the Unit of the nonpaying Unit Owner, and the Unit Owner hereby consents to such lien. Said lien shall be subject to enforcement in accord with the provisions set forth in the subparagraphs below.

(b) It shall be the obligation of each Unit Owner to repair and maintain the exterior of his Unit, including the roof, at said Unit Owner's expense whether such exterior portions of the Unit shall be deemed Common Elements or Limited Common Elements. In the event a Unit Owner fails to maintain the exterior of his Unit in good repair, the other Unit Owner shall have the right to cause such repairs to be made and shall have a lien against the Unit of the nonperforming Unit Owner for the costs of such repairs. Said lien shall be subject to enforcement in accord with the provisions set forth in subparagraphs 10.1 through 10.4 below. Provided, however, that no such repair shall be made against a nonperforming Unit Owner is given to the nonperforming Unit Owner of his failure to make the necessary repairs, itemizing and listing the repairs to be made in order to maintain the exterior of the Unit in question.

(c) The Board shall upon request of any Unit Owner or Unit Mortgagee, establish and maintain an adequate reserve fund for payment of any maintenance, repair, replacement or other common expenses which it is obligated to perform under this Declaration. Said fund shall be maintained out of regular assessments for common expenses paid by each Unit Owner and said assessment may include amounts to be held in reserve for payment of expenses for maintenance of the exterior areas of the Units and Limited Common Elements, to be paid as the Board shall from time to time agree. The Board or other Unit Owner shall have the power and authority to file notice of said lien in the Office of the Recorder of Deeds, Sangamon County, Illinois, and said lien shall be subject to foreclosure in accord with the laws of the State of Illinois for foreclosing liens on real property. Any lien created by this Paragraph shall be subject to enforcement in accord with the provisions set forth in subparagraphs 10.1 through 10.4 below.

(d) 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.

(e) 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 taxed 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.

## VIII. INSURANCE

- (a) The Board 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, if any. 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.
- (b) The proceeds of such insurance shall be applied for the reconstruction of the Common Elements damaged or destroyed, 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 times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.
- (c) Upon payment by an insurance company to the Board of the proceeds of any policy, and the receipt of release from the Owner(s) of discharge of such insurance company, 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.
- (d) The Board may 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 the Board, 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 expenses.
- (e) If required by any Unit Mortgagee, the Board shall obtain fidelity bond insurance to insure the Board against loss due to violation of any member's fiduciary duty, misappropriation of funds or other similar loss.
- (f) 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.

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

#### VIII. MAINTENANCE, ALTERATIONS AND DECORATING

(a) The exterior masonry, if any, of the Building shall be cleaned and tuck-pointed 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 cost directly attributable to his Unit for repair of the exterior of his Unit and the duty to pay this cost shall be subject to the provisions of Paragraph 4.2 above.

(b) The exterior soft 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 separately for each Unit and each Unit Owner shall pay the costs attributable to his Unit.

(c) 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, 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.

(d) If any Unit Owner fails to repair, maintain, rebuild or restore his Unit or its Limited Common Elements, or fails to pay his proportionate share for repairs of Common Elements, then the Board, Association or other Unit Owner may, after receipt of forty five (45) days written notice by such defaulting Unit Owner, have such work done and the amount paid thereof or shall be charged against such defaulting Unit Owner, and the Board or Association or other Unit Owner 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 Board, Association or other Unit Owner may enforce the obligations of the defaulting Unit Owner in accord with the provisions of the Act and this Declaration.

(e) The maintenance and repair of the common roof and gutter system as is located or installed upon or attached to the Units shall be a common expense payable by each Unit in its proportionate share.

- (f) The Owner of each Unit shall furnish and be responsible for at his, her or their own expense, all decorating, maintenance, repairs and replacements within and upon his, her or their Unit; and except as herein to the contrary specifically provided the Unit Owner shall be responsible for, at his, her or their own expense, all maintenance and repairs within his, her or their own Unit.
- (g) Each Unit Owner shall at all times be responsible for the repair, maintenance or reconstruction of such portions of the sewer and water systems upon or leading from his Unit to the point of connection of same with the public sewer and water systems.
- (h) The Owner or occupant of each Unit shall maintain the lawn and landscaping, if any, on his Limited Common Elements. 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.

#### IX. ENCROACHMENTS

- (a) 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.
- (b) 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.
- (c) 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 heretofore in favor of the Unit whose party shall so encroaches, but only to the extent and for so long as such encroachment shall exist.
- (d) 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.

(e) 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.

X. SALE OR LEASE BY OWNER

(a) Each Unit Owner shall have the right to sell his Unit at any time without restriction, subject to the terms and limitations of the Act, the Declaration and By-Laws applicable at the time of any sale.

(b) No Unit may be leased or rented for less than a thirty (30) day period. 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:

(c) No more than two adults and three children (or as otherwise prohibited by Chatham ordinance), shall be permitted to occupy any Unit without the written permission from the other Unit Owner;

(d) 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;

(e) 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 this Declaration; and

(f) 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.

(g) At any time that the Declarant shall hold title to the remaining Unit after sale of the original Unit to any Unit Owner the Declarant shall be responsible for the performance of all obligations of a Unit Owner under the terms of this Declaration and shall have all the rights of a Unit Owner including the right to lease said Unit under the terms of this section.

## XII. USE AND OCCUPANCY

(a) The Unit Owner shall be responsible for the removal of snow, ice and other debris or matter from the Unit Owner's Limited Common Elements or Unit Owner's portion of the common sidewalk on such Units, and there shall not be continual parking or storage of baby carriages, bicycles, wagons, toys or other like objects on such sidewalks. The Owner of each Unit shall be responsible for the removal of snow, ice and other debris or matter from his Unit.

(b) Each Unit shall be used for residential and no other purpose.

(c) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or upon any Unit (including but not limited to pet pigs and goats), except that dogs, cats or other common household pets may be kept in the Units; provided, however, that such pets are not kept, bred or maintained for any commercial purpose. Care shall be taken that pets do not violate the rights of other Owners or lawful occupants of each Unit to the safe, quiet and peaceful enjoyment of their respective premises, nor be allowed to use any easement granted herein for purposes other than those stated herein. Failure to comply with the terms of this paragraph will constitute a nuisance within the meaning of this Declaration.

(d) All Unit Owners, shall not engage in any conduct that shall put the Parcel, the Property or any Unit in violation of any law, statute, regulation or ordinance of the Village of Chatham, the State of Illinois or the United States of America.

(e) No unlawful or immoral practice, no noxious or offensive activity nor any act nor any practice that will injure the reputation of the Parcel or the Property 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.

(f) No Owner or occupant shall keep or permit to be kept in any Unit any flammable fluids (except fuel in the tanks of parked vehicles), or explosives, nor do any 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.

(g) No Unit 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, portion of any Unit or any portion of the Common Elements or Limited Common Elements without the prior approval of the Board or Association.

(h) 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.

(i) 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.

(j) 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 it in 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 upon any Unit owned by such mortgagee.

(k) 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.

### XIII. REMEDIES

(a) In the event of any violation of the provisions of the Act, this Declaration or the By-Laws or the failure of any Unit Owner to take any action or perform any act, or make any payment required by this Declaration, the Act or the By-Laws, the Board, or any Unit Owner acting on its behalf in the event of a deadlock, failure or refusal to take action by the Board, shall have each and all of the rights and remedies provided for it in the Act, this Declaration, the By-Laws, or the Forcible 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 or foreclosure 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 herein below provided, or for any combination of remedies, or for any other relief. If the Board or Unit Owner acting on its behalf shall prevail in any lawsuit, action or proceeding, all reasonable expenses of the Board or Unit Owner in connection with any such lawsuit, action or proceeding, 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, her or their share of the common expenses, and the Board or Unit Owner shall have a lien for all of the same.

(b) The Board, or any Unit Owner acting on its behalf in the event of a deadlock, failure or refusal to take action by the Board, shall have a lien and shall have a right to file notice of said lien in the Office of the Recorder of Deeds, Sangamon County, Illinois, and to enforce by foreclosure its right to the payment of any Unit Owner's share of the common expenses or any other expense arising under the terms of the Act, this Declaration or the By-Laws. Said lien shall be upon the Unit and the ownership interest in the Common Elements and Limited Common Elements of any defaulting Unit Owner, and all of his additions and improvements thereto and all his personal property in said 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 expense that became due and payable from and after the date on which the 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 causes a receiver to be appointed in a suit to foreclose its mortgage. 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 and assessed against such defaulting Unit Owner, with interest at the rate aforesaid. Each Unit Owner, by virtue of taking title to his Unit under the terms and provisions of this Declaration, consents to the existence and filing of any lien set forth herein and to its enforcement according to the provisions set forth herein, including foreclosure. Costs and reasonable attorney's fees incurred in connection with the enforcement of any lien under this section shall be included in the lien created by this section and shall be a lien to the same extent as any other expense lienable under this section. 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 or any portion thereof, if any, and of mortgage liens against Units in the Building and the Common Elements appurtenant thereto.

maintenance or control of the Unit's Common Elements and Limited Common Elements or as to the assessment of or incurring of costs of repair to the Common Elements or to the whole or any portion of the party wall or any extension or addition thereto, or any portion thereof, or with respect to any other matter arising out of the ownership and administration of the Units herein under the Act, this Declaration or the By-Laws in force at any given time, the dispute may be resolved by arbitration in the following manner: the Unit Owner desiring arbitration shall nominate one arbitrator and shall give notice to the other of such nomination. The other Unit Owner shall within five (5) days time nominate an arbitrator and give to the other owner notice of such nomination within five (5) days, and in the two arbitrators so selected shall name a third arbitrator, and the three arbitrators shall decide the issues to be arbitrated. The arbitrators selected shall be persons familiar with the construction of buildings and the administration of condominium property. The award of the arbitrators or any two of them shall be binding upon the Unit Owners and their successors in ownership. Except as may specifically be provided otherwise herein, arbitration proceedings shall be conducted in accord with the Uniform Arbitration Act (710 ILCS 5/1, et seq.).

(d) 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, applicable local ordinances or common law, said Condominium Property Act, the statutes of the State of Illinois, applicable local ordinances or common law as the case may be shall be deemed controlling and that portion of this Declaration, and only that portion 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.

XIX. Amendments. This Declaration shall be amended only by unanimous consent of all Unit Owners.

XX. Signature.

Declarant: Judith K. Shade

Dated this 8 day of July, 2003: X   
Judith K. Shade (signature)

State of Illinois )  
                          )SS  
County of Sangamon )

State of Illinois )  
 )SS  
County of Sangamon )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Judith K. Shade, an individual, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed, sealed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth, including to the release and waiver of the right of homestead.

Given under my hand and notarial seal this 8<sup>th</sup> day of July, 2003.

*Mary Ann Lamm*  
Notary Public

This Instrument Prepared By:

Rabin, Myers & Hanken, P.C.  
1300 South 8<sup>th</sup> Street  
Springfield, Illinois 62703  
Telephone: (217) 544-5000



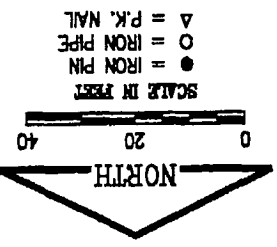
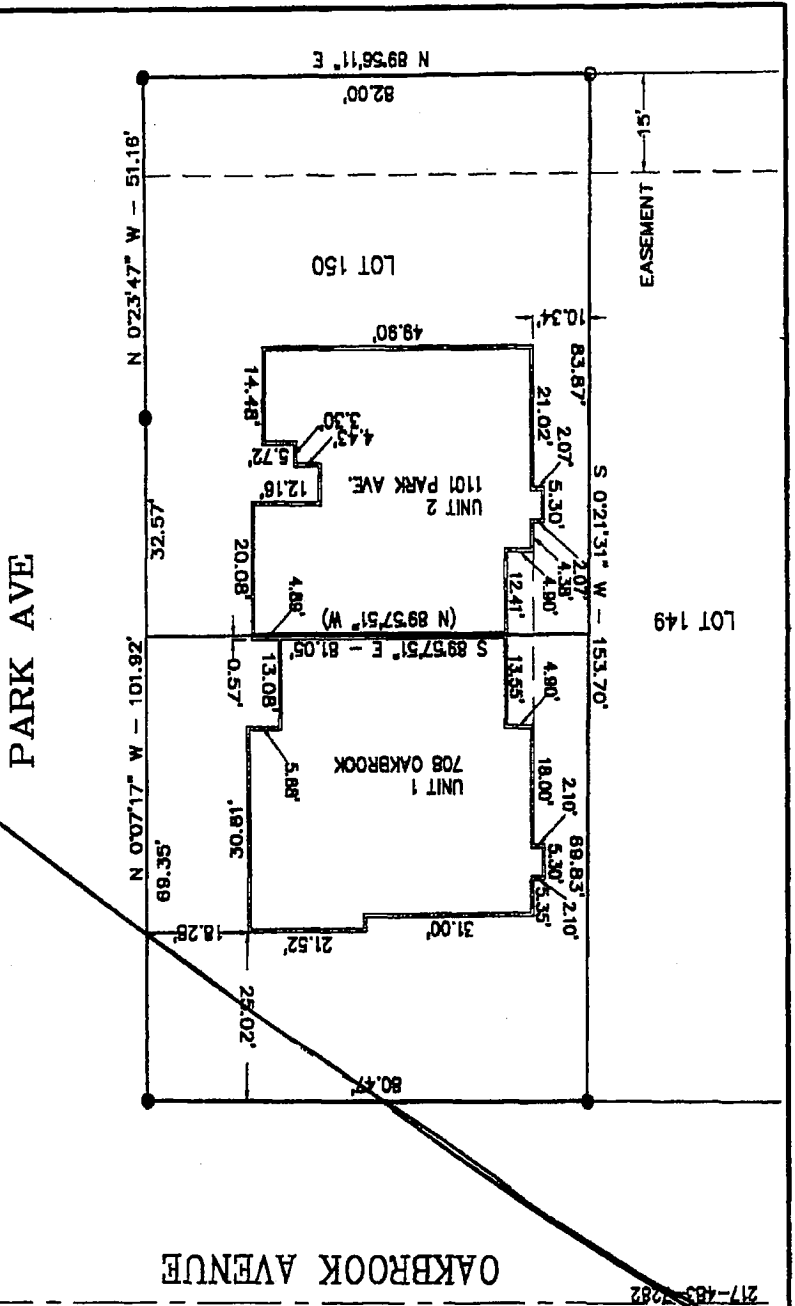
STATE OF ILLINOIS }  
COUNTY OF SANGAMON } ss. I, MARY ANN LAMM

DUIY ELEGTED REPRORDER HEREBY CERTIFY TO  
THAT THE AND COMPLETE COPY OF RECORD  
FILED AT SANGAMON COUNTY, ILLINOIS, ON  
RECORD # 003849123

I HAVE RETURNED SET IN HAND AND AFFIX MY  
OFFICIAL SEAL THIS 15 DAY OF

July 2003  
*Mary Ann Lamm*  
MARY ANN LAMM, Notary Public

OWNER: JUDY SHADE  
2805 HURSTBOURNE  
CHATTAM, IL 62629  
217-483-7282



SCALE IN FEET  
 ● = IRON PIN  
 ○ = IRON PIPE  
 ▲ = P.K. NAIL

**John W. Garrison, Jr.**  
 Professional Land Surveyor  
 1208 County Club  
 Champaign, IL 62624  
 (217) 483-7282

**PLAT OF ZERO LOT LINE SURVEY**  
**UNIT 1: 708 OAKBROOK AVENUE**

PART OF LOT 150 IN OAKBROOK ESTATES SUBDIVISION, PLAT NO. 1, A PART OF THE NORTH HALF OF SECTION 7 AND PART OF THE SOUTH HALF OF SECTION 6, ALL IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF LOT 150; THENCE NORTH 89 DEGREES 37 MINUTES 39 SECONDS WEST 80.47 FEET TO AN IRON PIPE; THENCE SOUTH 0 DEGREES 21 MINUTES 31 SECONDS WEST 69.83 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS EAST 81.05 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 17 SECONDS WEST 69.36 FEET TO THE POINT OF BEGINNING, CONTAINING 5819 SQUARE FEET, MORE OR LESS.

**UNIT 2: 1101 PARK AVENUE**

PART OF LOT 150 IN OAKBROOK ESTATES SUBDIVISION, PLAT NO. 1, A PART OF THE NORTH HALF OF SECTION 7 AND PART OF THE SOUTH HALF OF SECTION 6, ALL IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 150; THENCE NORTH 0 DEGREES 23 MINUTES 47 SECONDS WEST 51.16 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS WEST 81.05 FEET; THENCE SOUTH 0 DEGREES 21 MINUTES 31 SECONDS WEST 83.87 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST 82.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6831 SQUARE FEET, MORE OR LESS.

BAISIS OF BEARINGS: N. 89°37' 39" W. ALONG THE CENTERLINE OF OAKBROOK AVENUE. NO PART OF THIS SURVEY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT CORRECTLY REPRESENTS THE RESULTS OF A LAND SURVEY MADE UNDER MY DIRECTION.

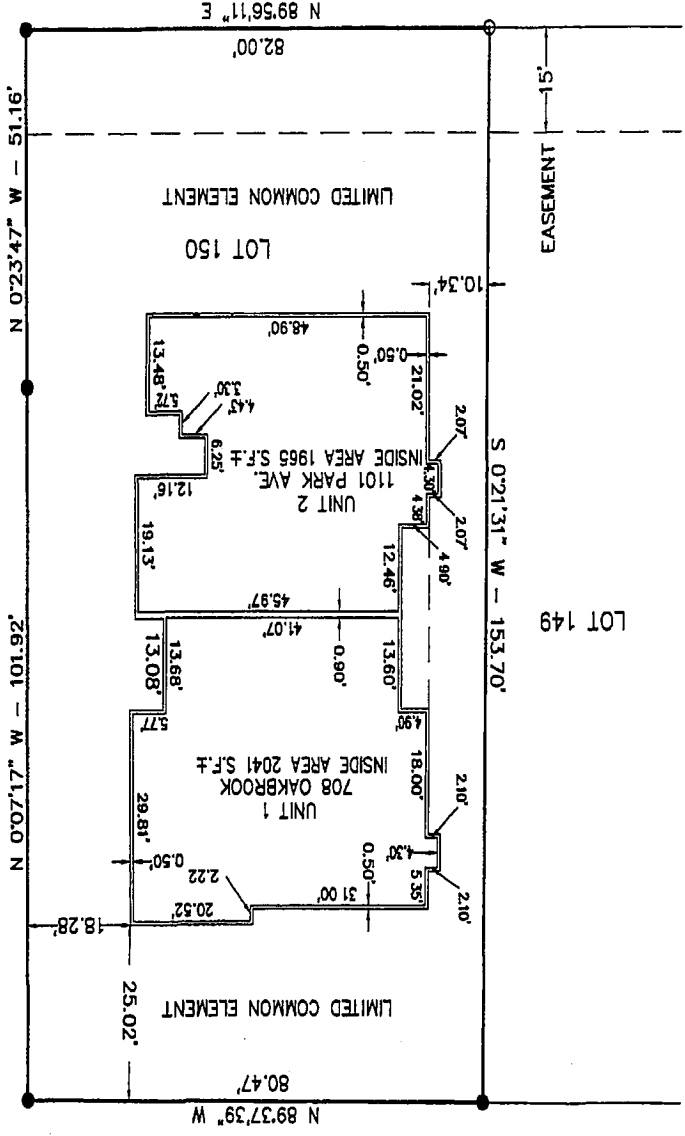
*John W. Garrison, Jr.*  
 PROFESSIONAL LAND SURVEYOR NO. 1560  
 8/25/2003  
 DATE



PROJECT 2003175  
 \*\*\*000306

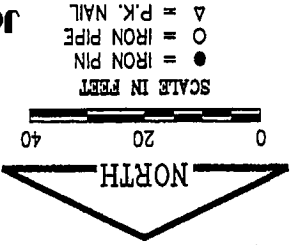
000094

OWNER, JUDY SHADE  
 1101 PARK AVENUE  
 CHATHAM, IL 62629  
 217-483-4497



OAKBROOK AVENUE

PARK AVE



John W. Garrison, Jr.

Professional Land Surveyor  
 1055 Gateway Drive  
 Chatham, IL 62629  
 (217) 483-7590

**PLAT OF CONDOMINIUM SURVEY**  
**UNIT 1: 708 OAKBROOK AVENUE**  
**UNIT 2: 1101 PARK AVENUE**

LOT 150 IN OAKBROOK ESTATES SUBDIVISION, PLAT NO. 1, A PART OF THE NORTH HALF OF SECTION 7 AND PART OF THE SOUTH HALF OF SECTION 8, ALL IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF LOT 150; THENCE NORTH 89 DEGREES 37 MINUTES 39 SECONDS WEST 80.47 FEET TO AN IRON PIPE; THENCE SOUTH 0 DEGREES 21 MINUTES 31 SECONDS WEST 153.70 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 56 MINUTES 11 SECONDS EAST 82.00 FEET TO AN IRON PIN; THENCE NORTH 0 DEGREES 23 MINUTES 47 SECONDS WEST 51.16 FEET TO AN IRON PIN; THENCE NORTH 0 DEGREES 23 MINUTES 47 SECONDS WEST 101.92 FEET TO THE POINT OF BEGINNING.

BENCHMARK: S 9 W BOLT ON CAP OF FIRE HYDRANT AT N W CORNER OF OAKBROOK AND PARK AVENUE: ELEVATION 598.12

FINISHED FLOOR ELEVATION UNIT 1: 600.63  
 FINISHED CEILING ELEVATION UNIT 1: 589.03  
 GARAGE FLOOR ELEVATION UNIT 1: 589.03  
 FINISHED FLOOR ELEVATION UNIT 2: 600.82  
 FINISHED CEILING ELEVATION UNIT 2: 608.82  
 GARAGE FLOOR ELEVATION UNIT 2: 598.02

BASIS OF BEARINGS: N. 89°37'39\"/>

NO PART OF THIS SURVEY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT CORRECTLY REPRESENTS THE RESULTS OF A LAND SURVEY MADE UNDER MY DIRECTION.

PROFESSIONAL LAND SURVEYOR NO. 1584  
 REVISED AS CONDOMINIUM SURVEY JANUARY 28, 2006  
 6/25/2003 REVISED 7/16/03



LICENSE EXPIRES: 11/30/2006  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATE  
 PROJECT 2003175-A  
 000095

RECORDER OF DEEDS

Exhibit A