

(6)

94-34013

8-22-94

PROTECTIVE COVENANTS

Relating to "Oak Park Fifth Addition"

KNOW ALL MEN BY THESE PRESENTS:

Oak Park Subdivision Corp. sometimes referred to herein as "Developer," being the owner of the land described in Clause I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration is more particularly described as follows:

Lots One Hundred (100) to One Hundred Thirty (130), both inclusive, in "Oak Park Fifth Addition," a subdivision of part of the Southwest Quarter of Section Two (2), Township Fifteen (15) North, Range Six (6) West of the Third Principal Meridian situated in the County of Sangamon and State of Illinois

CLAUSE II

To insure the best use and more appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets and adequate free space between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I hereof is hereby subjected to the following conditions, restrictions, covenants, reservations and charges, to wit:

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(a) No building site shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than dwellings not to exceed two stories in height, attached private garage or garages and other out buildings incidental to residential use of the building site. Each dwelling constructed on a building site shall include attached garages for not less than two automobiles.

(b) No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said committee) as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee shall not approve any external designs which does not include some brick on the front walls of each dwelling structure. Said Architectural Control Committee shall be composed of Robert J. Barker, Morton D. Barker, Jr, and John A. Barker. In the event of the death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications and plot plans have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph (i) following.) Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on January 1, 2019, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the Office of the Recorder of Deeds of said County, appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said committee.

(c) There shall not be erected, placed or suffered to remain (1) any dwelling or other building on any building site having an area of less than 5,500 square feet, or (2) any dwelling on any building site which has a width at the building set-back line of less than 55 feet (such measurement to be made from lot line to lot line along said set-back line on corner lots).

(d) No one-story dwelling shall be permitted on any building site unless the ground floor area of each single family dwelling unit of the main structure, exclusive of one story open porches and garages, is not less than 1,700 square feet, and no dwelling of more than one story shall be permitted on any building site unless the total floor area of the dwelling unit, exclusive of open porches and garages, is not less than 1,800 square feet.

(e) Within six (6) months after a dwelling on any building site has been occupied for the first time, any area within each building site which lies between the pavement of an adjacent street and the building setback line as shown on the recorded plat shall be sodded, except where displaced by other landscaping, sidewalks and permitted driveways, and shall be further landscaped with no less than two trees and shrubbery, decorative stone, gravel or the like, which landscaping, exclusive of the sod, shall have an aggregate cost of not less than Two Hundred Fifty Dollars (\$250).

(f) No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. There shall be established and maintained on each building site, side yards aggregating fifteen (15) feet, neither of which side yard shall be less than seven (7) feet.

(g) No building other than a dwelling shall be located on any building site nearer than 35 feet, measured toward the interior of the building site, from any said building set-back line as shown on said plat nor nearer than seven (7) feet from any interior building site line. For the purpose of this paragraph (g), eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

(h) All Owners of building sites, their respective heirs, successors and assigns shall be members of Oak Park Homes Association in accordance with the provisions of that certain Declaration of Easements, Covenants, Conditions and Restrictions Relating To Oak Park Common Areas filed in the Office of the Recorder of Deeds of Sangamon County on May 9, 1994, as Document Number 94-19634.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. In

addition, for a period of two (2) years after the date of an initial conveyance of each building site by the Developer, Developer further reserves an easement and the right upon, over, and under additional areas of each such building site to maintain and correct the drainage of surface water which Developer, in its sole discretion, determines to be beneficial for the health, safety, and appearance of all building sites within Oak Park Fifth Addition and adjacent subdivisions. The Developer shall not have the right upon such additional areas to remove or damage any permanent structure upon a building site nor excavate or fill within five feet of any permanent structure without the express written consent of the building site owner except the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action determined by the Developer, in its sole discretion, to be reasonably necessary, provided only that the Developer restores the affected areas to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer, an emergency exists which precludes such notice.

(j) All construction of homes must be diligently pursued to completion within a reasonable period of time after commencement of construction. No home may be occupied until it is 90 percent (90%) complete, which shall include all exterior siding, trim, brick, soffit, roof, and concrete driveway. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.

(k) No satellite dishes in excess of 18" in diameter nor any television towers shall be erected or maintained on any building site.

(l) No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(m) No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(n) No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

(o) No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(p) No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between two (2) and six (6) feet above the paved surface of the nearest adjacent vehicle roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the respective straight street property lines extended to their intersection and a line connecting them at points 25 feet from the intersection of such respective straight street lines. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines at said elevations.

(q) No private driveway shall be regularly used or maintained on any of said land or within any street right-of-way unless the same is constructed and improved with a concrete surface over its entire length and width from the edge of the street pavement within the public street to the point of termination of such driveway.

#### CLAUSE III

"Building site," as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons. In the event that any such single tract of land is included in part within some part of the lots above described and in part within other lands, the entire such single tract of land shall be deemed to be and constitute a building site.

#### CLAUSE IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2019, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds of said County, agreeing to change or revoke said covenants in whole or in part.

#### CLAUSE V

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

#### CLAUSE VI

Invalidation of any one of these covenants by judgment or court order in nowise affect any of the other provisions which shall remain in full force and effect.

CLAUSE VII

The undersigned certifies and covenants that it holds title to all of said land and is authorized to execute this instrument.

IN WITNESS WHEREOF, Oak Park Subdivision Corp. has caused this instrument to be executed on this 17 day of Aug, 1994.

OAK PARK SUBDIVISION CORP.

By: [Signature]

Its: [Signature]

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SANGAMON COUNTY  
ILLINOIS

94-34013

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[Signature]  
RECORDER

Prepared By:  
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DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS RELATING  
TO OAK PARK COMMON AREAS

5-9-04  
04-19034

This declaration, made on the date hereinafter set forth by and between Oak Park Subdivision Corp., an Illinois corporation, of Springfield, Illinois, Paul Porter Davidsmeyer, as Trustee of the Paul Porter Davidsmeyer Declaration of Trust Dated October 23, 1990 and Saralee Davidsmeyer, as Trustee of the Saralee Davidsmeyer Declaration of Trust Dated October 23, 1990 hereinafter collectively referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Sangamon County, Illinois, which is more particularly described in Exhibit "A" attached hereto, herein called "Properties."

WHEREAS, Declarant desires to provide for the proper use and maintenance of certain lands herein referred to as "Oak Park Drainage Area" and more particularly described in Exhibit "B" attached hereto, for the primary purpose of maintaining said Area in a clean and unobstructed manner as a drainage area and easement for the benefit of the Properties as said Drainage Area was originally designed for such drainage purposes; and to provide for such recreational uses as the unit owners may permit from time to time upon such Drainage Area to the covenants, restrictions, easements, charges, assessments, and liens, as hereinafter set forth; and

WHEREAS, Declarant has caused or is about to cause to be incorporated a non-profit corporation called Oak Park Homes Association for the purpose of maintaining and administering the "Drainage Area" or other Common Areas, if any, as hereinafter defined and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant declares that the aforesaid Properties is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, which shall run with the Properties and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

This instrument is not a declaration of condominium nor a master association under the Illinois Condominium Act (765 ILCS 605/1 et seq.). It is not contemplated that the association to be formed hereunder will render any services to or maintain improvements upon any of the Units as herein described. Any reference to the Illinois Condominium Property Act herein is for the purpose of acknowledging that the Owners may, collectively, constitute a "Common Interest Community" under said Act.

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## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Oak Park Homes Association, its successors and assigns.

Section 2. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons, of any Private Unit, Apartment Unit or Undeveloped Unit which is a part of the Properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A."

Section 5. "Common Area" shall mean and refer to those areas of lands shown on the recorded subdivision plat or plats of the Properties including lands designated thereon as "Drainage Area" or "Oak Park Drainage Area." Each such area as designated on each respective plat is to be owned by the Association prior to the conveyance of the lots shown on each such plat, together with any improvements on said Common Area, and shall be held, managed, and maintained by the Association for the use and benefit of all owners of the Properties from time to time pursuant to the Covenants and Restrictions hereinafter set forth.

Section 6. "Private Unit" shall mean and refer to: (a) any part of the Properties within a recorded subdivision used or intended for use for a single family dwelling; or (b) any portion of a building upon the Properties within a recorded subdivision and the yard or patio appurtenant thereto designated, intended for use and occupancy as a residence by a single family and surveyed for separate record ownership.

Section 7. "Apartment Unit" shall mean and refer to such part or parts of the Properties shown on any recorded subdivision plat of the Properties improved with or intended to be improved with buildings containing two or more single family dwelling units and which are not Private Units, and all of which is owned by the same Owner.

Section 8. "Undeveloped Unit" shall mean any part or parts of the Properties which is not a Private Unit or Apartment Unit all of which is owned by the same Owner.

Section 9. "Declarant" shall mean and refer collectively to Oak Park Subdivision Corp., Paul Porter Davidsmeyer, as Trustee of the Paul Porter Davidsmeyer Declaration of Trust Dated October



23, 1990 and Saralee Davidsmeyer, as Trustee of the Saralee Davidsmeyer Declaration of Trust Dated October 23, 1990.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and condition is signed by persons holding two-thirds (2/3rds) of the votes of each class of members agreeing to such dedication or transfer and such instrument has been recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

(b) The right of the Association to adopt rules and regulations governing the use and enjoyment of the Common Area, and to suspend the voting rights of, and rights to the use of the recreational facilities located in and upon the Common Area by, an owner for a period not to exceed sixty (60) days for any infraction of such adopted and published rules and regulations.

(c) The right of the Association to suspend the voting rights and rights to the use of the recreational facilities, if any, located in and upon the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of assuring that the Drainage Area continues to function in accordance with its original design. No mortgage on the Common Area shall be effective without the assent of two-thirds (2/3rds) the members.

(e) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

(f) The restrictions of use of the Common Area as set forth in Article VII.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in his Unit.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Each Owner of a Private Unit, Apartment Unit or Undeveloped Unit, who is subject to assessment shall, by reason of ownership of such Unit, be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Unit which is subject to assessment.

The votes to which Unit Owners shall be entitled is as follows:

(a) Private Unit Owners shall be entitled to four votes for each Private Unit owned;

(b) Apartment Unit Owners shall be entitled to one vote plus one vote for each 12,000 square feet of land area or fraction thereof which comprises its Apartment Unit;

(c) Undeveloped Unit Owners shall be entitled to one vote for each whole acre of lands owned within the Properties.

When more than one Owner holds an interest in any Unit, all such Owners shall be members, provided that the vote or votes for such Unit or Units shall be exercised as such Owners shall, among themselves, determine, but in no event shall more than four votes be cast with respect to any Private Unit or more votes be cast for any Apartment Unit or Undeveloped Unit than granted in this Article III.

### ARTICLE IV

#### POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Duties. The Association shall have the following duties:

(a) To maintain and repair the Oak Park Drainage Area for the Properties substantially as designed and constructed originally.

(b) To improve, maintain and repair the Oak Park Drainage Area and other Drainage Areas or Common Areas, if any, and to replace improvements thereon when

necessary, all of which may include, but not be limited to, grass areas, flower gardens, shrubs, trees, plants, curbs, walkways, drainage and lighting facilities and recreational facilities and other parts and accessories in and to the Common Area which will not impede the drainage of any Common Area designed for drainage purposes.

(c) To pay all real estate taxes levied against the Common Area.

(d) To obtain and provide public liability, casualty and other such insurance deemed necessary by the Association for the Common Area, as more specifically set forth herein in Article VI.

(e) To do and perform such other things as may from time to time be necessary to maintain the quality and appearance of the Common Area.

Section 2. Powers. The Association shall have the following powers:

(a) To fix, levy and collect both general and special assessments as Common Area costs, or otherwise, against each Unit as hereinafter set forth in Article V for the purpose of performing its duty to maintain and repair the Common Area and to replace items therein when necessary pursuant to Section 1(b) of this Article.

(b) To collect and pay as a Common Area cost such real estate taxes as are levied against the Common Area.

(c) To collect as a Common Area cost, or otherwise, and to pay the premiums for such public liability, casualty and other insurance for the Common Area deemed necessary by the Association, and in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act, as amended from time to time.

(d) To adopt and publish such rules and regulations that from time to time it deems necessary for the enjoyment by the Owners of the Common Area, and to amend such rules and regulations as it deems necessary.

(e) To promote and encourage neighborhood meetings and activities to address matters in the area which may affect the quality of living which is common to all residents or future residents of the Properties from time to time.

(f) To perform any of the acts necessary to exercise its rights reserved in Article II.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit or Units by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges to be fixed, established, levied, and collected from time to time as hereinafter provided, which assessments shall include, but not be limited to, real estate taxes levied against the Common Area, liability and casualty insurance, and other items necessary for the maintenance of the Drainage Area and other Common Area, as herein provided. The assessments, both general and special, together with interest and costs of collection thereof, including, but not limited to, reasonable attorney fees, shall be a charge on the land and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection thereof, including, but not limited to, reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Payment of Annual Assessments. Prior to the beginning of each calendar year, the Association, by its Board of Directors, shall prepare a Budget for the ensuing calendar year and such Budget shall cover the estimated costs of maintaining the Common Area and performing all of the obligations and exercising the powers established under this Declaration. On the basis of this Budget, the assessment for the Owners of the Units for the ensuing year shall be established by the Association and allocated to each Owner by a fraction, the numerator of which is the Owner's vote or votes to which he is entitled and the denominator of which is the aggregate of the votes of all owners as of the first day of the assessment year. The assessments shall be paid semi-annually on the first day of January and the first day of July of each year and shall be deemed delinquent if not paid within thirty (30) days thereafter. At the end of each calendar year the Association shall determine, as soon as is reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the Budget, the deficiency shall be taken into account and defrayed as part of the Budget for the following calendar year. Because of the time lag in assembling costs at the end of a year, the semiannual assessment can be determined in accordance with the new Budget and any deficit as a result of using the old semiannual assessment shall be made up in the new semiannual assessment. If there is an excess of money

collected from the semiannual assessment over the costs for such year, such excess shall also be taken into account in preparing the Budget for the following calendar year. All computations relating to obligations to be performed under this Declaration shall be accomplished in accordance with accepted accounting practices, and as part of the Common Area cost, the Association shall employ a Certified Public Accountant to render a written audit of its operations for each calendar year and a copy of such written audit shall be given to the Owner of each Unit.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for by Section 2 of this Article shall commence on January 1, 1994. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding on the Association as of the date of its issuance.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, provided, however, that no such assent shall be required for providing funds for or repaying funds borrowed for maintaining the Drainage Area to drain water in accordance with its original design.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the due date at the rate of eight percent (8%) per

annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, vacancies in his Unit or abandonment of his Unit.

Section 7. Subordination of the Lien to Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien on any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such mortgage foreclosure or proceeding in lieu thereof shall not, however, extinguish the personal obligation of the Owner for such assessment. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### INSURANCE

Section 1. Liability Insurance. The Association shall obtain public liability insurance covering all of the Common Area and insuring the Association and the Owners as its and their interest may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars (\$500,000) for personal injury to any one person and One Million Dollars (\$1,000,000) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the Units as part of the Common Area cost, and allocated among all of the Units as provided in Article V. Each Owner shall be responsible for obtaining and paying for his personal liability insurance.

Section 2. Casualty and Other Insurance.

(a) Purchase of Insurance on Common Areas. All personal property included in the Common Area and/or owned or used by the Association, if any, may be, but is not required to be, insured for its replacement value, and the Association shall maintain workmen's compensation insurance and such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Units as part of the Common Area cost, and spread among all of the Units as provided in Article V.

(b) Loss Payable Provisions. All liability and workmen's compensation insurance policies purchased by the Association shall be for the benefit of the Association, and all policies of casualty insurance covering the Common Area shall have a loss payable clause in favor of the Association, and any and all proceeds for any loss shall be paid to the Association, or its successors, for the use and benefit of the Association. The Association shall be the agent for all of the Owners of Units for the purpose of negotiating and settling all claims against the insurance company involved, and may, in its discretion, establish trust funds to the extent authorized by and in accordance with the Illinois Condominium and Common Interest Community Risk Pooling Trust Act, as amended from time to time. (765 ILCS 605/12.1 et seq.)

(c) Utilization of Insurance Payments. In the event of a casualty loss to insured improvements within the Common Areas and the proceeds of the insurance are paid to the Association for such loss or damage, the Association shall enter into a contract with a reputable contractor authorized to do business in Sangamon County, Illinois, for the repair and restoration of such damaged property. The Association shall determine the amount of money required to rebuild or repair, and if there are insufficient insurance proceeds in the hands of the Association to pay for such repairs, then the deficiency shall be supplied by the Association and such deficiency shall be borne by and assessed to all of the Owners of Units as provided in Article V. If the insurance proceeds are sufficient for, or in excess of, the amount needed for said repairs, then the Association shall have the property repaired and any surplus or excess shall be credited against the Common Area cost. The Association prior to and during reconstruction and repair shall disburse moneys from the proceeds of the insurance award only for the repairs and restoration and only upon the written invoice of the contractor and inspection of the work by the Association. All moneys shall be paid by the Association directly to the contractor performing the repair work, who shall deliver to the Association releases and waivers of liens from all parties who furnish work, labor, services and materials for said repair and restoration. The Association shall assume the responsibility of determining the payments for the repair and restoration have properly been made from such insurance proceeds. Notwithstanding anything in the foregoing provisions of this subparagraph (c) to the contrary, the Board of Directors of the Association shall not be obligated to repair and restore such damaged property where, in its sole discretion, said Board determines that it is in the best interest of the

Association, and its members as a whole, to remove such damaged property and use the net properties or the improvement of other existing properties or as a credit against the Common Area costs.

#### ARTICLE VII

##### REGULATIONS OF COMMON AREA

In addition to the foregoing General Restrictions, all uses of the Common Area shall be bound by the following restrictions:

(a) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area without the prior consent of the Association.

(b) No vehicle with an internal combustion engine of any type shall be permitted upon any part of the Common Area.

(c) No Owner shall permit anything to be done or kept in the Common Area which would be a violation of any law. No waste shall be committed in the Common Area.

(d) No animals or poultry of any kind shall be raised, bred or kept in the Common Area.

(e) No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or their tenants.

(f) No clothes, sheets, blankets or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Area. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Association.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to



enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, or restrictions by judgment or court order shall not affect any other provision or provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The restrictions, conditions, covenants, reservations, liens and charges are to run with the land and shall be binding on all parties and all persons claiming under them for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the then record owners of no less than ninety percent (90%) in area of the lands described on Exhibit "C," exclusive of the Common Area, and thereafter by an instrument signed by the then record owners of seventy-five percent (75%) of area of land within the lands described on Exhibit "C," exclusive of the Common Area. Any amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Section 4. Construction. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

In witness whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28<sup>th</sup> day of April, 1994.

Oak Park Subdivision Corp.

By: [Signature]

Its Trustee

Paul Porter Davidsmeyer, as  
Trustee of the Paul Porter  
Davidsmeyer Declaration of  
Trust Dated October 23, 1990

By: [Signature]

Its Trustee

Saralee Davidsmeyer, as  
Trustee of the Saralee  
Davidsmeyer Declaration of  
Trust Dated October 23, 1990

By: [Signature]

Its Trustee

EXHIBIT "A"

Part of the Southwest Quarter of Section 2 and part of the Southeast Quarter of Section 3, all in Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois, more particularly described as follows:

Commencing at a stone found marking the Southeast corner of the Southwest Quarter of the aforesaid Section 2; thence South 89 degrees 34 minutes 49 seconds West along the South line of said Quarter Section 1342.15 feet to the true point of beginning; thence continue South 89 degrees 34 minutes 49 seconds West 1342.15 feet to a stone found marking the Southeast corner of the Southeast Quarter of the aforesaid Section 3; thence North 89 degrees 16 minutes 55 seconds West along the South line of said Quarter Section 860.57 feet to an iron pin set on the East right of way line of the C & NW Railroad; thence North 39 degrees 09 minutes 55 seconds East along said right of way line 1686.18 feet to a set iron pin; thence North 89 degrees 21 minutes 40 seconds East along said right of way line 32.55 feet to a set iron pin; thence North 39 degrees 10 minutes 38 seconds East along said right of way line 1007.81 feet to a set iron pin; thence North 89 degrees 24 minutes 03 seconds East 1803.33 feet to an iron pin set on the east line of the Northeast Quarter of the Southwest Quarter of the aforesaid Section 2; thence South 00 degrees 12 minutes 21 seconds East along said Quarter Quarter Section line 797.86 feet; thence South 89 degrees 21 minutes 40 seconds West 1341.87 feet; thence South 00 degrees 11 minutes 07 seconds West 1295.94 feet to the true point of beginning.

Excepting therefrom: Oak Park First Addition, Oak Park Second Addition and Oak Park Third Addition, each being a subdivision of a part of the Southwest Quarter of Section 2 in Township 15 North, Range 6 West of the Third Principal Meridian;

All of the foregoing situated in the County of Sangamon and State of Illinois.

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EXHIBIT "B"

DRAINAGE AREA

Part of the Southwest Quarter of Section 2, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows: From the Southeast corner of the Southwest Quarter of said Section 2, N.00°-11'-57"W., on the East line of said quarter section, measure 1301.07 feet to a point on said quarter section line; thence S.89°-21'-27"W., 1341.80 feet; thence N.00°-36'-05"W., 579.84 feet; thence N.52°-15'-49"W., 65.97 feet; thence N.30°-11'-59"W., 135.75 feet to the point of beginning; thence S.56°-33'-17"W., 357.68 feet; thence S.33°-26'-43"E., 135.00 feet; thence S.56°-33'-17"W., 10.00 feet; thence N.33°-26'-43"W., 135.00 feet; thence S.56°-33'-17"W., 464.06 feet; thence N.33°-26'-43"W., 51.22 feet to a point on the East Right of Way Line of the Chicago and Northwestern Railroad; thence N.39°-09'-58"E., on said right of way line, 608.99 feet; thence N.89°-23'-55"E., 430.00 feet; thence S.56°-33'-17"W., 110.68 feet to the point of beginning, containing 2.89 acres, more or less,

being further described as Lot P-1 on the Plat of Oak Park Fourth Addition to be hereafter filed in the Office of the Recorder of Deeds of Sangamon County.

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SANGAMON COUNTY  
ILLINOIS

94-19634

94 MAY -9 PM 4:08

*Mary Ann Samson*  
RECORDER

RETURN TO:

*Oak Park Subdivising Corp,  
800 First National Bank Bldg  
Springfield Il 65701*

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