



Development Services Department
Village of Oak Park
123 Madison St.
Oak Park, IL 60302

To Whom it may concern

On behalf of Moon Rabbit Acupuncture, we submit this Variation application for property at 107 N Oak Park Ave to allow the interior renovation of an existing vacant ground-floor commercial space for use as a wellness and personal service establishment with an accessory retail component. Enclosed are the application materials and supporting exhibits for your review.

Sincerely
Steven Smutny, Architect
IL 0001-020948 Lic expires 11/30/2026
Firm License 184-00-1977



Exhibit 1 – Application for Variance

- Completed and notarized Application form for Variation

Exhibit 2 – Project Narrative & Findings of Fact (Article 14.3.E)

Exhibit 3 – Proof of Ownership and /or Proprietary Interest

- ALTA Commitment

Exhibit 4 – Plat of Survey

Exhibit 5 – Site Plan

Exhibit 6 – Floor Plan

Exhibit 7 – Photographs of surrounding properties and buildings



Application for Public Hearing VARIANCE

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

Name of Business (if Applicable): Moon Rabbit Acupuncture

Address/Location of Property in Question: 107 N Oak Park Ave, Oak Park, 60301

Property Identification Number(s)(PIN): 16-07-129-036-1003

Name of Property Owner(s): Holy Key, LLC

Address of Property Owner(s): 1033 W. Van Buren, 6th Floor, Chicago, IL 60607

E-Mail of Property Owner(s): apatel@monamire.com Phone: (312) 589-5797

If Land Trust, name(s) of all beneficial owners: (A Certificate of Trust must be filed.) _____

Name of Applicant(s) (if different than Property Owner): Gudrun Wu Snyder

Applicant's Address: 18 N ADA ST, UNIT E, CHICAGO, IL 60607

Applicant's Contact Information: Phone (781)367-3356 E-Mail gudrun@moonrabbitacupuncture.com

Other: _____

Property Interest of Applicant: _____ Owner _____ Legal Representative ☒ Contract Purchaser _____ Other

(If Other - Describe): _____

Property Type: ☐ 1 or 2 Family Residential ☐ Multiple-Family ☐ Commercial ☒ Mixed-Use ☐ Hospital ☐ Institutional

Zoning District: ☐ R-1 ☐ R-2 ☐ R-3(50) ☐ R-3(35) ☐ R-4 ☐ R-5 ☐ R-6 ☐ R-7
☒ DT (1 - 2 - 3) ☐ GC ☐ HS ☐ MS ☐ NA ☐ NC ☐ RR
☐ H ☐ OS ☐ I

Describe Variance Proposal: Requesting a variance from the ground-floor retail frontage requirement in the DT-2 district to reuse a vacant tenant space as a wellness and personal service establishment offering acupuncture as the primary service, with complementary holistic treatments such as massage therapy, and an accessory retail component selling wellness products. This mix ensures an active, sales-generating storefront consistent with the district's intent.

Size of Parcel (from Plat of Survey): 4,400 Square Feet

Adjacent:	Zoning Districts	Land Uses
To the North:	<u>DT-2</u>	<u>Clothing Store</u>
To the South:	<u>DT-2</u>	<u>Driving School</u>
To the East:	<u>DT-2</u>	<u>Bank (across street)</u>
To the West:	<u>DT-2</u>	<u>Restaurant</u>

Is the property in question currently in violation of the Zoning Ordinance? ____ Yes x No

If Yes, how? _____

Is the property in question currently subject to any zoning relief? ____ Yes x No

If Yes, how? _____

If Yes, please provide relevant Ordinance No.'s _____

Is the subject property located within any Historic District? ____ Yes x No

If Yes: ☐ Frank Lloyd Wright ☐ Ridgeland/Oak Park ☐ Gunderson

From what Section(s) of the Zoning Ordinance are you requesting approval / relief?

Article: 8. Uses Section: 8.3.A

Article: _____ Section: _____

Article: _____ Section: _____

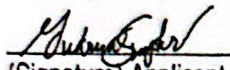
Explain why, in your opinion, the grant of this request will be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance or Comprehensive Plan;

Granting this variance will allow the reuse of a vacant downtown storefront for a wellness and personal service establishment that includes both services and accessory retail sales. Strict application of the retail frontage requirement would create an undue hardship, as the existing tenant space was previously built out as a restaurant and is not easily adaptable for a new retail-only tenant without significant reinvestment. Market conditions also limit demand for full retail occupancy in this location, increasing the risk of prolonged vacancy. The proposed use provides both personal services as primary use and accessory retail sales, ensuring an active and transparent storefront that contributes sales tax revenue, complements neighboring businesses, and supports downtown vibrancy. This outcome is in harmony with the district and consistent with the Comprehensive Plan's goals for a walkable, mixed-use, economically active downtown.

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

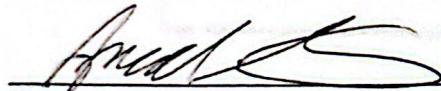
I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Gudrun Snyder
(Printed Name) Applicant


(Signature) Applicant

8/26/2025
Date

Anand Sheth
(Printed Name) Owner


(Signature) Owner

09/02/2025
Date

Owner's Signature must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME THIS

____ DAY OF _____, ____

(Notary Public)

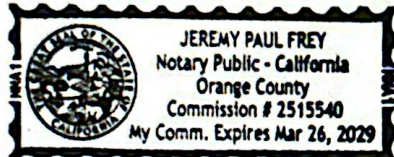
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 2
day of September, 2025, by Anand Sheth

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Jeremy Paul Frey

Exhibit 2 – Project Narrative & Findings of Fact (Article 14.3.E)

Variance Approval Standards: Section 14.3 (E)

The recommendation of the Zoning Board of Appeals and decision of the Village Board must make findings to support each of the following conclusions:

1. The strict application of the terms of this Ordinance will result in undue hardship unless the specific relief requested is granted.

Response: The existing tenant space was previously built out as a restaurant and is not easily adaptable to attract a pure retail tenant without significant reinvestment. This tenant space has remained vacant for a significant period despite being actively marketed. The prior restaurant build-out and square footage would require substantial reinvestment to attract a new food-service tenant, and market demand in downtown Oak Park favors smaller-format shops over larger-format retail. Without relief, the space risks remaining vacant, which is an undue hardship and contrary to the ordinance's goal of maintaining active, sales-tax-generating frontage.

2. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.

Response: The subject property is a legacy zero-lot-line mixed-used building with a tenant space that is deeper and larger than what most boutique retail tenants seek. The interior remains configured from its restaurant build-out, with outdated specialized infrastructure such as mechanical & plumbing, that makes the space less adaptable for conventional retail or new restaurant use without costly demolition and reconstruction. These physical property conditions create a hardship to this space if the strict letter of regulations were to be carried out.

3. The plight of the owner is due to unique circumstances inherent to the subject property and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question.

Response: The hardship arises from the property's age, size, depth and existing restaurant configuration, all circumstances inherent to this building and predating the current applicant's interest. They were not created by the prospective owner but are unique to this space.

4. The granting of the variation will not be detrimental to the public health, safety, and welfare in the neighborhood in which the property is located.

Response: The requested variance will not be detrimental to public health, safety, or welfare. The proposed use is a low-impact wellness and personal service establishment focused on acupuncture and holistic health. It generates minimal noise, traffic, and waste, and it will activate a currently vacant storefront in a way that supports the pedestrian character of the district.

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.

Response: The variation will not impair light, air, or safety conditions for adjacent properties. Since no exterior changes are proposed and the project scope only includes interior renovation, there will be no effect on light or air access to neighboring buildings. The use does not generate heavy traffic or deliveries, so there will be no congestion or public safety concerns. Compared to the former use as a restaurant, the new use has lower intensity and therefore reduces fire risk, odors, and strain on building systems. Property values are expected to benefit from the reactivation of a long-vacant space.

6. The proposed variation is consistent with the spirit and intent of this Ordinance and the adopted land use policies.

Response: The proposed variation is consistent with the spirit and intent of the Zoning Ordinance and Comprehensive Plan. The Ordinance seeks to maintain active and engaging ground-floor uses in the downtown core area. While technically classified as a non-retail use, this wellness establishment incorporates accessory retail sales and maintains a transparent, welcoming storefront that engages pedestrians and contributes to the economic vitality of the Hemingway District. The variance enables the space to be occupied in a manner that aligns with community goals for a vibrant, mixed-use downtown.

**ALTA COMMITMENT FOR TITLE INSURANCE (07-21-2021)**

ISSUED BY
Greater Illinois Title Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

File Number: **41086216**

Issued by:
Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284



Authorized Signatory


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

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010-UN ALTA Commitment For Title Insurance (7-01-2021)

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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010-UN ALTA Commitment For Title Insurance (7-01-2021)

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at

<http://www.alta.org/arbitration>

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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010-UN ALTA Commitment For Title Insurance (7-01-2021)

Page 4



A Policy Issuing Agent of Stewart Title Guaranty Company

ALTA Commitment - Schedule A

Issuing Agent: Greater Illinois Title Company
Issuing Office: Greater Illinois Title Company
Issuing Office's ALTA® Registry ID: 0004592
Loan ID Number: N/A
Commitment Number: 41086216
Issuing Office File Number: 41086216
Property Address: 107 North Oak Park Avenue, Unit 107C, Oak Park, IL 60301

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

1. **Commitment Date:** August 20, 2025

2. **Policy (or Policies) to be issued:**

Policy Amount

2021 ALTA OWNER'S POLICY
Proposed Insured:

\$610,000.00

BODHI COLLECTIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**

4. **Title to the estate or interest in the Land is at the Commitment Date vested in:**

HOLY KEY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (VIEW [DEED](#))

5. **The Land is described as follows:**

SEE ATTACHED EXHIBIT "A"

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



File Number: **41086216****EXHIBIT "A"**

PARCEL 1:

UNIT 107C IN THE AVENUE LAKE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 22 AND 23 IN HOLLEY AND SMITH'S SUBDIVISION OF LOT 18 IN KETTLESTRING'S SUBDIVISION AND OF LOTS 1 AND 2 IN SCOVILLE'S SUBDIVISION OF LOT 17 IN SAID KETTLESTRING'S SUBDIVISION OF LAND IN THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JANUARY 10, 2007 AS DOCUMENT [0701015042](#), AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE 107CS, LIMITED COMMON ELEMENT, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JANUARY 10, 2007 AS DOCUMENT 0701015042.

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

File Number: **41086216**Customer Reference Number: **Attn: Christopher Ordoyne**Commitment Date: **August 20, 2025**

Issued by: **Greater Illinois Title Company**
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

SCHEDULE B - PART I

Requirements

All of the following Requirements must be met:

- A) THE PROPOSED INSURED MUST NOTIFY THE COMPANY IN WRITING OF THE NAME OF ANY PARTY NOT REFERRED TO IN THIS COMMITMENT WHO WILL OBTAIN AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. THE COMPANY MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
- B) PAY THE AGREED AMOUNT FOR THE ESTATE OR INTEREST TO BE INSURED.
- C) PAY THE PREMIUMS, FEES, AND CHARGES FOR THE POLICY TO THE COMPANY.
- D) DOCUMENTS SATISFACTORY TO THE COMPANY THAT CONVEY THE TITLE OR CREATE THE MORTGAGE TO BE INSURED, OR BOTH, MUST BE PROPERLY AUTHORIZED, EXECUTED, DELIVERED, AND RECORDED IN THE PUBLIC RECORDS.
- E) FOR EACH POLICY TO BE ISSUED AS IDENTIFIED IN SCHEDULE A, ITEM 2, THE COMPANY SHALL NOT BE LIABLE UNDER THIS COMMITMENT UNTIL IT RECEIVES A DESIGNATION FOR A PROPOSED INSURED, ACCEPTABLE TO THE COMPANY. AS PROVIDED IN COMMITMENT CONDITION 4, THE COMPANY MAY AMEND THIS COMMITMENT TO ADD, AMONG OTHER THINGS, ADDITIONAL EXCEPTIONS OR REQUIREMENTS AFTER THE DESIGNATION OF THE PROPOSED INSURED
- F) THE PROPOSED POLICY AMOUNT(S) MUST BE DISCLOSED TO THE COMPANY, AND SUBJECT TO APPROVAL BY THE COMPANY, ENTERED AS THE PROPOSED POLICY AMOUNT. AN OWNER'S POLICY SHOULD REFLECT THE PURCHASE PRICE OR FULL VALUE OF THE LAND. A LOAN POLICY SHOULD REFLECT THE LOAN AMOUNT OR VALUE OF THE PROPERTY AS COLLATERAL. PROPOSED POLICY AMOUNT(S) WILL BE REVISED AND PREMIUMS CHARGED CONSISTENT THEREWITH WHEN THE FINAL AMOUNTS ARE APPROVED.
- G) PAY ALL TAXES, CHARGES AND ASSESSMENTS AFFECTING THE LAND THAT ARE DUE AND PAYABLE, INCLUDING THOSE SOLD, FORFEITED OR UNPAID FROM PRIOR YEARS AS SET FORTH IN SCHEDULE B - PART II.
- H) AS TO ANY MORTGAGES, LIENS OR RELATED DOCUMENTS SET FORTH IN THIS SCHEDULE B - PARTS I OR II, WE MUST BE FURNISHED SATISFACTIONS OR RELEASES THEREOF, OR SUFFICIENT DOCUMENTATION AND FUNDS TO SATISFY SAID MATTERS.

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010-UN ALTA Commitment for Title Insurance Schedule BI(07-01-2021)

File Number: **41086216**Customer Reference Number: **Attn: Christopher Ordoyne**Commitment Date: **August 20, 2025**

- I) MORTGAGE DATED MAY 9, 2025 AND RECORDED MAY 16, 2025 AS DOCUMENT NO. [2513623037](#) MADE BY HOLY KEY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO MILLENNIUM BANK, TO SECURE AN INDEBTEDNESS OF \$766,000.00.

ASSIGNMENT OF RENTS DATED MAY 9, 2025 AND RECORDED MAY 16, 2025 AS DOCUMENT NO. [2513623038](#) MADE BY HOLY KEY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO MILLENNIUM BANK.

NOTE: IF THE MORTGAGE IS HELD BY AN INDIVIDUAL OR A NON-INSTITUTIONAL LENDER, AND IS TO BE SATISFIED AT CLOSING, THE SATISFACTION OR RELEASE MUST BE PRESENTED, AT OR PRIOR TO CLOSING.

- J) RELATIVE TO HOLY KEY LLC, A LIMITED LIABILITY COMPANY, WE MUST BE FURNISHED (A) CERTIFICATION FROM THE SECRETARY OF STATE THAT HOLY KEY LLC HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L.L.C. OR OF A SALE OF L.L.C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF THE L.L.C.

- K) WE MUST BE FURNISHED A LETTER FROM THE AVENUE LAKE CONDOMINIUM ASSOCIATION RECITING THAT THERE ARE NO OUTSTANDING BALANCES NOR LIENS BY REASON OF THE NON-PAYMENT OF SPECIAL AND ANNUAL ASSESSMENTS. SAID LETTER MUST COVER THE MONTH OF CLOSING.
- L) WE MUST BE FURNISHED A LETTER FROM THE AVENUE LAKE CONDOMINIUM ASSOCIATION RECITING THAT IT DOES NOT INTEND TO EXERCISE ITS OPTION TO PURCHASE THE SUBJECT UNIT.
- M) EXISTING UNRECORDED LEASES, IF ANY.
- N) WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
- O) IN THE EVENT WE ARE REQUESTED TO ISSUE EXTENDED COVERAGE, WE NOTE THE FOLLOWING AND REQUIRE:

AN 'ALTA SURVEY';

AN 'ALTA STATEMENT';

WE MUST BE FURNISHED THE 'ALTA SURVEY' AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.

WE HAVE NOT PRE-BILLED OUR EXTENDED COVERAGE PREMIUM, OUR ESCROW DEPARTMENT MUST BE CONTACTED FOR A QUOTE.

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010-UN ALTA Commitment for Title Insurance Schedule BI(07-01-2021)

File Number: **41086216**Customer Reference Number: **Attn: Christopher Ordoyne**Commitment Date: **August 20, 2025**

- P) IN THE EVENT WE ARE REQUESTED TO ISSUE OUR 3.1 ZONING ENDORSEMENT, WE NOTE THE FOLLOWING AND REQUIRE:

AN AFFIRMATIVE STATEMENT AS TO USAGE, SAID STATEMENT MUST CONTAIN THE LANGUAGE THAT SAID USAGE IS NOT IN VIOLATION OF EXISTING ZONING ORDINANCES.

AN 'ALTA' SURVEY SHOWING MINIMALLY:

AREA, WIDTH AND DEPTH OF THE LAND AS A BUILDING SITE FOR SAID STRUCTURE. 2. FLOOR SPACE AREA OF SAID STRUCTURE. 3. SETBACK OF SAID STRUCTURE FROM PROPERTY LINES OF THE LAND. 4. HEIGHT OF SAID STRUCTURE. 5. PARKING SPACES MARKED (IF PARKING IS DESIRED).

WE MUST BE FURNISHED THE AFORESAID INFORMATION AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.

- Q) IN THE EVENT WE ARE REQUESTED TO ISSUE ANY SPECIAL ENDORSEMENTS OTHER THAN THOSE DISCLOSED IN SCHEDULE B, WE MUST BE CONTACTED AT LEAST 72 HOURS PRIOR TO CLOSING FOR OUR REQUIREMENTS.
- R) NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.
- S) BY OAK PARK MUNICIPAL ORDINANCE A TRANSFER TAX HAS BEEN IMPOSED UPON THE SALE OF REAL PROPERTY LOCATED WITHIN THE MUNICIPALITY. THEREFORE ALL DEEDS PRESENTED TO THIS COMPANY FOR RECORDING MUST HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED THERETO, OR BE MARKED 'EXEMPT' BY THE MUNICIPALITY, TOGETHER WITH THE APPLICABLE TRANSFER DECLARATION OR EXEMPTION FORM.

NOTE: CERTAIN MUNICIPALITIES HAVE REQUIREMENTS THAT MUST BE MET PRIOR TO THE ISSUANCE OF THE AFORESAID TRANSFER TAX STAMPS. RELATIVE THERETO SAID MUNICIPALITY MUST BE CONTACTED AS TO THEIR REQUIREMENTS PRIOR TO THE PURCHASE OF ANY REVENUE STAMPS AT:

OAK PARK
123 MADISON ST.
OAK PARK, IL. 60302
(708) 383-6400 (BILLING DEPARTMENT)

NOTE: AS OF THE DATE OF THIS COMMITMENT THE OAK PARK TRANSFER TAX RATE IS \$8.00 PER \$1,000.00 AND IS A SELLER'S CHARGE.

- T) IN THE EVENT THAT ANY DOCUMENTS THAT ARE TO BE UTILIZED IN THE TRANSACTION INSURED BY THIS COMMITMENT ARE TO BE EXECUTED THROUGH A POWER OF ATTORNEY, WE RESERVE THE RIGHT TO VERIFY THE EXISTENCE OF THE PRINCIPAL AGENT RELATIONSHIP, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS THAT MAY BE DEEMED NECESSARY.
- U) ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

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File Number: **41086216**Customer Reference Number: **Attn: Christopher Ordoyne**Commitment Date: **August 20, 2025**

- V) NOTE: THE LAND LIES WITHIN COOK, KANE, WILL OR PEORIA COUNTY, ILLINOIS, ALL OF WHICH ARE SUBJECT TO THE PREDATORY LENDING DATABASE PROGRAM ACT (765 ILCS 77/70 ET SEQ.) (THE ACT). A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.
- W) GREATER ILLINOIS TITLE COMPANY IS REQUIRED BY FEDERAL LAW TO COLLECT ADDITIONAL INFORMATION ABOUT CERTAIN TRANSACTIONS IN SPECIFIED GEOGRAPHIC AREAS IN ACCORDANCE WITH THE BANK SECRECY ACT. IF THIS TRANSACTION IS REQUIRED TO BE REPORTED UNDER A GEOGRAPHIC TARGETING ORDER ISSUED BY FINCEN, GREATER ILLINOIS TITLE COMPANY MUST BE SUPPLIED WITH A COMPLETED ALTA INFORMATION COLLECTION FORM ("ICF") PRIOR TO INSURING THE TRANSACTION CONTEMPLATED HEREIN.

- X) NOTE FOR INFORMATION:

THE STATE OF ILLINOIS HAS ENACTED PUBLIC ACT 96-1454 EFFECTIVE JANUARY 1, 2011 WHICH AMENDS THE ILLINOIS TITLE INSURANCE ACT AND REQUIRES THE ISSUANCE OF CLOSING PROTECTION LETTERS (CPLS) FOR LENDERS, BORROWERS, BUYERS AND SELLERS IN ALL RESIDENTIAL AND NON-RESIDENTIAL REAL ESTATE TRANSACTIONS UNDER \$2,000,000 WHERE A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENCY ACTS AS THE ESCROW AGENT CONDUCTING THE CLOSINGS.

FOR ALL CLOSINGS TAKING PLACE ON OR AFTER JANUARY 1, 2011, GREATER ILLINOIS TITLE COMPANY WILL FOLLOW THE GUIDELINES FOR THE MINIMUM FEES FOR CPLS AND WILL COLLECT FROM THE PARTIES THE FEES NOTED ON THE TITLE INVOICE AND REMIT THE FEES TO OUR UNDERWRITER AS REQUIRED BY STATUTE.

- Y) NOTE FOR INFORMATION:

ALL CLOSING PACKAGES SHOULD BE SENT TO : E.DOC@GITC.COM (EMAIL PACKAGE FEE = \$50 PER LOAN PACKAGE)

CLOSING PROTECTION LETTER REQUESTS (CPL REQUESTS) : CLOSINGS@GITC.COM

NOTE: PURSUANT TO THE ILLINOIS GOOD FUNDS LAW EFFECTIVE JANUARY 1, 2010 (SECTION 215 ILCS 155/26) GREATER ILLINOIS TITLE COMPANY SHALL NOT MAKE DISBURSEMENTS IN CONNECTION WITH ANY ESCROWS, SETTLEMENTS OR CLOSINGS UNLESS THE FUNDS IN THE AGGREGATE AMOUNT OF \$50,000 OR GREATER ARE "GOOD FUNDS" DEFINED AS (A) WIRED FUNDS (B) CHECKS ISSUED BY A GOVERNMENT ENTITY (C) CHECKS DRAWN ON THE TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT OR (D) IF THE FUNDS ARE "COLLECTED FUNDS" AS DEFINED IN THE ABOVE STATUTE AS FUNDS THAT ARE DEPOSITED, FINALLY SETTLED AND CREDITED TO THE TITLE COMPANY'S FIDUCIARY TRUST ACCOUNT.

FUNDS IN THE AGGREGATE AMOUNT OF LESS THAN \$50,000 FROM ANY SINGLE PARTY MAY BE IN THE FORM OF (1) WIRED FUNDS (2) CASHIER'S CHECKS OR CERTIFIED CHECKS (3) CHECKS DRAWN ON THE TRUST ACCOUNT OF ANY LICENSED LAWYER OR REAL ESTATE BROKER (4) CHECKS ISSUED BY A GOVERNMENT ENTITY (5) CHECKS DRAWN ON THE FIDUCIARY TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT.

ALL CHECKS MUST BE MADE PAYABLE ONLY TO GREATER ILLINOIS TITLE COMPANY.

UNDER ALL CIRCUMSTANCES, GREATER ILLINOIS TITLE COMPANY RESERVES THE RIGHT TO APPROVE ALL FUNDS AND TO MAKE DETERMINATIONS OF WHETHER THERE ARE SUFFICIENT FUNDS AVAILABLE FOR WITHDRAWAL IN THE ACCOUNT UPON WHICH THE FUNDS ARE DRAWN AT THE TIME OF DISBURSEMENT.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

File Number: **41086216**Customer Reference Number: **Attn: Christopher Ordoyne**Commitment Date: **August 20, 2025****END OF SCHEDULE B - PART I REQUIREMENTS**

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010-UN ALTA Commitment for Title Insurance Schedule BI(07-01-2021)



A Policy Issuing Agent of Stewart Title Guaranty Company

ALTA Commitment - Schedule B-II

File Number: **41086216**

Customer Reference Number: **Attn: Christopher Ordoyne**

Commitment Date: **August 20, 2025**

Issued by: **Greater Illinois Title Company**
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

SCHEDULE B - PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.
7. GENERAL REAL ESTATE TAXES FOR THE YEARS 2024 AND 2025.

TAX NO. 16-07-129-036-1003, VOL. 141.

NOTE: THE AMOUNT OF THE 2023 TAXES WAS \$25,101.80.

NOTE: THE FIRST INSTALLMENT OF THE 2024 TAXES HAS BEEN PAID, \$13,805.99.

NOTE: THE SECOND INSTALLMENT OF THE 2024 TAXES AND THE 2025 TAXES ARE NOT YET DUE AND PAYABLE.

NOTE: IN THE EVENT THAT THE PERMANENT TAX NUMBER SHOWN ON THE CERTIFICATE OF COMPLIANCE OR EXEMPTION ATTACHED TO THE INSURED MORTGAGE PURSUANT TO "S.B. 1167" IS DIFFERENT THAN THE TAX NUMBER SHOWN ABOVE, THE LENDER IS ADVISED THAT TAX PAYMENTS SHOULD NOT BE MADE BASED ON THE CERTIFICATE TAX NUMBER WITHOUT VERIFICATION OF THE CORRECT TAX NUMBER.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)





File Number: **41086216**

Customer Reference Number: **Attn: Christopher Ordoyne**

Commitment Date: **August 20, 2025**

8. TERMS, PROVISIONS, COVENANTS, RESTRICTIONS AND OPTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. [0701015042](#), AS AMENDED FROM TIME TO TIME.

END OF SCHEDULE B - PART II EXCEPTION

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



PRIVACY NOTICE

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.

- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
 Attn: Mary Thomas, Chief Compliance and Regulatory Officer
 1360 Post Oak Blvd., Ste. 100, MC #14-1
 Houston, TX 77056

Effective Date: January 1, 2020

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION

PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

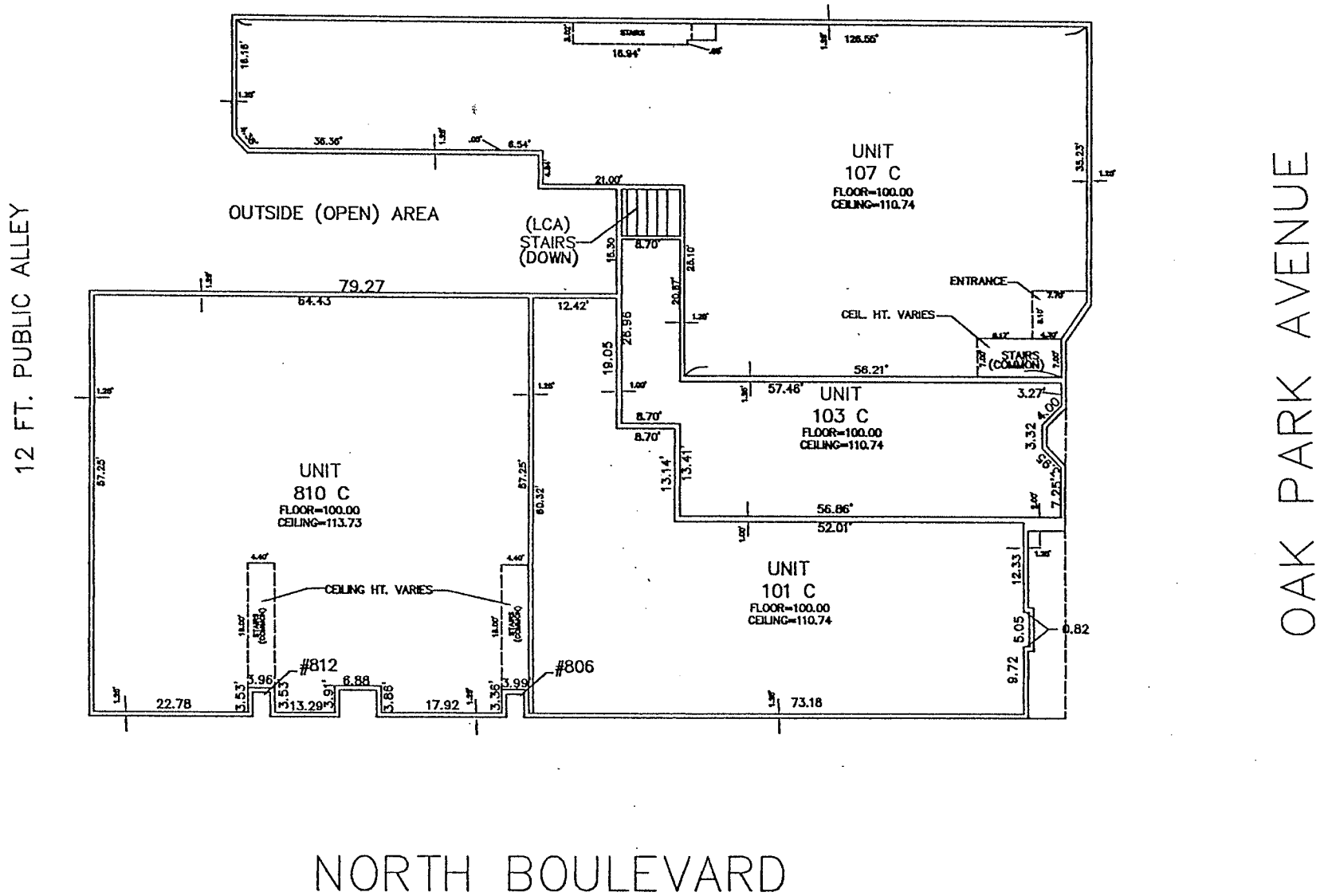
Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

"EXHIBIT A"
TO
PLAT OF SURVEY
FOR
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
AVENUE LAKE CONDOMINIUMS

LOTS 22 AND 23 IN HOLLEY AND SMITH'S SUBDIVISION OF LOT 18 IN
KETTLESTRING'S SUBDIVISION AND OF LOTS 1 AND 2 N SCOVILLE'S
SUBDIVISION OF LOT 17 IN SAID KETTLESTRING'S SUBDIVISION OF LAND IN
THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 13 IN THE EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

FIRST FLOOR
(SCALE 1"=10')



LCA - LIMITED COMMON AREA

NOTES:

- 1.) THE VERTICAL PLANES OF THE UNITS SHOWN HEREON ARE FORMED BY THE INTERIOR SURFACES OF THE UNFINISHED PERIMETER WALLS AND LATERAL EXTENSIONS THEREOF.
- 2.) THE HORIZONTAL PLANES OF THE UNITS SHOWN HEREON ARE FORMED BY THE TOP OF THE UNFINISHED FLOOR AND BY THE BOTTOM OF THE UNFINISHED CEILING. THIN DASHED LINES SHOWN WITHIN THE UNITS INDICATE CHANGES IN ELEVATION OF FLOORS AND CEILINGS.
- 3.) EXTERIOR DIMENSIONS SHOWN AROUND OUTSIDE OF BUILDING ARE MEASURED TO EXTERIOR FOUNDATION WALLS.
- 4.) REFER TO RECORDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEFINITION OF OWNERSHIP, RIGHTS AND RESTRICTIONS.
- 5.) ELEVATIONS SHOWN HEREON ARE BASED UPON AN ASSUMED DATUM.

COMMON ADDRESS: 806-812 NORTH BLVD.

OAK PARK, ILLINOIS

ORDER NO: 04-115.01

SCALE: 1" = 10'

REVISIONS: 10/22/2006

PREPARED FOR:

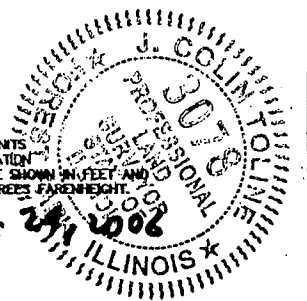
PRUDENTIAL REALTY
OAK PARK, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MEASURED THE CONDOMINIUM UNITS AS SHOWN HEREON, AND THAT THE SAME IS A CORRECT REPRESENTATION OF SAID SURVEY AND MEASUREMENTS AND THAT ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 31, 2006.
PROFESSIONAL LAND SERVICES

DATE: OCT. 24, 2006



REVISIONS

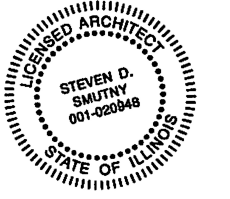
1.	REV.	10/19/2006	PER CLIENT

PREPARED BY: PROFESSIONAL LAND SERVICES 7518 W. MADISON ST. FOREST PARK, IL 60130
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS PH. / FAX: # 708.488.1733 / -1765

FIRST FLOOR
SHEET 3 OF 5

dearborn
architects

141 W JACKSON BLVD, SUITE 3820
CHICAGO, IL 60604
P: 312-939-3838 F: 614-559-0984
EMAIL : ARCH@DEARBORNARCHITECTS.COM
PROFESSIONAL DESIGN FIRM #184-001977



THIS DRAWING IS NOT A STAND-ALONE ITEM BUT PART OF A SET OF CONSTRUCTION DOCUMENTS. OTHER ITEMS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK BY THE CONTRACTOR MAY BE SHOWN ON OTHER SHEETS OR IN WRITTEN SPECIFICATIONS. HENCE, IF AN ITEM IS SHOWN ON ONE DRAWING IT SHALL BE AS BINDING AS IF IT WAS SHOWN ON ALL DRAWINGS REGARDLESS OF WHETHER IT BE A STRUCTURAL, MECHANICAL, ELECTRICAL, OR PLUMBING DRAWING.

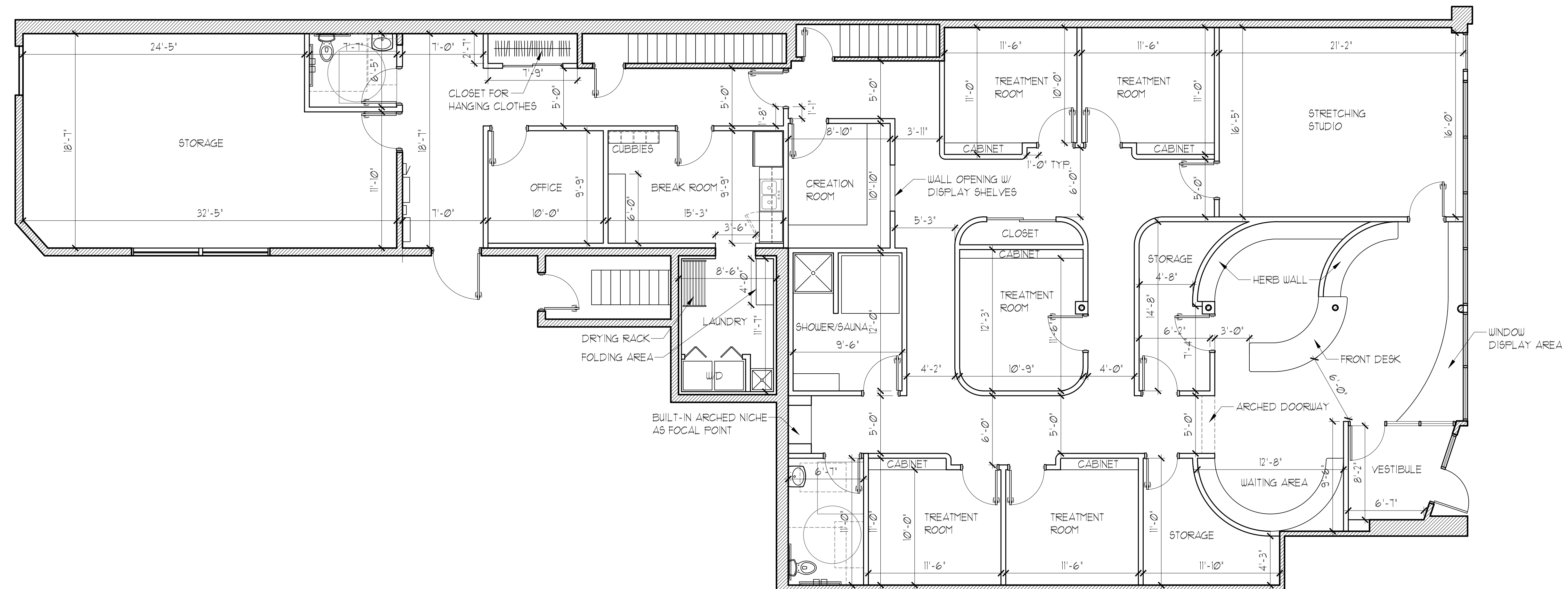
PERFORMANCE BY THE CONTRACTOR SHALL BE REQUIRED ONLY TO THE EXTENT CONSISTENT WITH THE DRAWINGS AND SPECIFICATIONS AND REASONABLY INFERABLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INDICATED RESULTS.

[illegible]

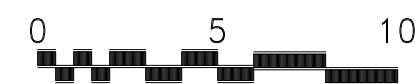
**MOON
RABBIT**
107 N OAK PARK,
OAK PARK, IL 60301

A101

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 EXISTING WALL
 NEW WALL





107 N Oak Park - Project scope which the requested variation will apply



107 N Oak Park -
Project Scope

Adjacent properties to the north



Public Alley

Continue - Adjacent properties to the north



South-east corner of the building



107 N Oak Park - Project Scope



South view of the building



Continue - South view of the building