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P.I.N.

02-28-301-040-0000

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS**

**MAISON DU COMTE**

THIS DECLARATION, (the "Declarant") made this 27<sup>th</sup> day of February, 2002, by the Developer, Maison Du Comte, Inc., an Illinois Corporation, (hereinafter referred to as "Developer"), which is bound to perform all of the Declarant's obligations contained in this Declaration.

WITNESSETH:

WHEREAS, Declarant is the Owner in fee simple and legal titleholder if a certain parcel of real estate in the Village of Palatine, County of Cook, State of Illinois, which is legally described in Exhibit "A" attached hereto, and incorporated herein by reference, (the "Property").

WHEREAS, Declarant, by reference, desires to develop an attached single family town home residential development on the Property, said development to be known as Maison Du Comte, (the "Development") and to create a homeowners association for the purposes of maintaining and administering certain portions of the Property and the improvements thereon, as hereinafter provided; and

WHEREAS, Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW THEREFORE, Declarant and Developer, Maison Du Comte, Inc., an Illinois Corporation, hereby declare that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easement reservations and restrictions, all of which shall run with the Property, and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each Owner thereof.

Village of Palatine  
Village Clerk's Office  
200 E. Wood Street  
Palatine, IL 60067

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## ARTICLE 1

### DECLARATION PURPOSES AND OBLIGATIONS

1. General Purposes. The Declarant is the Owner of the Property located in Cook County, Illinois, and desires to create thereon an attached single family town home residential community development for future Owners of residential units thereon.

a. The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of an attached single family community by the establishment of covenants and restrictions, as hereinafter set forth, for the benefit of the Property and the Owners thereof, as hereinafter defined.

b. The Declarant, by the establishment of covenants and restrictions and the reservation of certain powers unto itself, intends to provide a development plan for the Property that will enhance and protect the value of Declarant's attached single family town home residential community (Maison Du Comte).

c. The Declarant is intended to protect the Owners of units, as hereinafter defined, from depreciation in the value of their units caused by activities within or upon their own or other units, and is generally intended to prohibit the use of improper or unsuitable building design or materials, to ensure adequate and reasonable development of the Property, to encourage the construction of attractive improvements, included therein being the location of the improvements, to prevent haphazard and inharmonious design or plan from implementation, and in general, to provide for the highest quality of improvement with the general purpose of maintaining the desired character of the community for the benefit of the Owners therein.

2. Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns hereby declares that the Property, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitude's upon each unit becoming subject to this Declaration in favor of each and all other such units; to create privity of contract and estate between the grantees of such units, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such units becoming subject to this Declaration, and the respective Owners of such units, present and future.

3. Obligations of the Homeowners Association. Shall include but not be limited to those matters required of the Homeowners Association in maintaining the detention area and outlots A & B; the subdivision entry monumental sign and all common fencing and perimeter walls, landscaping, any utilities not located in a private unit, the maintenance

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repair and or replacement of the emergency access gate as required by the Village of Palatine, and any other items or matters exterior to the unit or units, and any other matters as required of the Homeowners Association in accordance with the provision contained in this Declaration, and any other matters that may arise as a result or work done by the Village owing to the failure of a Homeowners or Homeowners to complete the same in accordance with the obligations contained in this Declaration.

## ARTICLE 2

### DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

2.1 Association. Shall mean and refer to Maison Du Comte Homeowners Association, an Illinois not-for-profit corporation, and a common interest community as defined in Section 9-102 (a through d, both inclusive), of the Illinois Code of Civil Procedure as from time to time amended, its successors and or assigns.

2.2 Board. Shall mean and refer to the Board of Directors of Maison Du Comte Homeowners Association, an Illinois not-for-profit corporation, the entity which shall govern and control administration and operation of the Property.

2.3 By-Laws. Shall mean and refer to The By-Laws of Homeowners Association as published on the date of recording of the Declaration, and as subsequently amended from time to time.

2.4 Common Expense. Shall include but not be limited to those expenses incurred by the Homeowners Association in maintaining the detention area and outlots A & B; the subdivision entry monumental sign and all common fencing and perimeter walls, landscaping, any utilities not located in a private unit, the maintenance repair and or replacement of the emergency access gate as required by the Village of Palatine, and any other items or matters exterior to the unit or units, and any other expenses as approved by the Homeowners Association in accordance with the provision contained in this Declaration, and any other charges that may be incurred as a result or work done by the Village owing to the failure of a Homeowners or Homeowners to complete the same in accordance with the obligations contained in this Declaration.

2.5 Developer. Shall mean and refer to Maison Du Comte, Inc., an Illinois corporation.

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2.6 Declarant. Shall mean and refer to Maison Du Comte, Inc., an Illinois corporation which is bound to perform all obligations to the Declarant as contained in the Declaration.

2.7 Dwelling. Shall mean any attached single-family town homes building located on a unit and intended for the shelter and housing of a single family.

2.8 Owner. Shall mean and refer to the record Owner, whether one or more persons, individuals or entities, of a fee simple title to any unit or group of units, which is part of the Property, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.

2.9 Member or Membership. Shall mean and refer to every person or entity that holds Membership in the Association as provided in Article 2 hereof.

2.10 Person. Shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.11 Plat. Shall mean the Plat of Subdivision of the Property as first recorded in the official records of Cook County, Illinois, and as thereafter from time to time amended or supplemented, together with all subsequent plats of subdivision for any additional real property annexed to the Property as set forth in Exhibit "B".

2.12 Property. Shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

2.13 Special Use Ordinance. Shall mean and refer to the Residential Planned Development Ordinance or any Ordinance (Re: Maison Du Comte Residential Planned Development) adopted by the Village of Palatine on the \_\_\_ the day of \_\_\_\_\_, 2002, as its Ordinance No. \_\_\_\_\_ including amendments thereto, if any.

2.14 Single Family. Shall mean and refer to one or more persons, each related to other by blood, marriage, or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household.

2.15 Story. Shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and ceiling next above.

2.16 Turnover Date. Shall mean the date upon which the Declarant transfers its control of the Property pursuant to the Declaration to the Homeowners Association. Said transfer shall occur at a time chosen by Developer, but shall not occur prior to the sale by Declarant of fifty-one percent (51%) of the units.

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2.17 Town home. Shall mean a building or any dividable portion thereof constructed as an attached single-family residential dwelling.

2.18 Unit. Shall mean and refer to that portion of the Property as individually surveyed and numerically described at the closing of each said unit within the individual lots which are shown upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit "B" attached hereto, and for purposes of establishing the maintenance obligation of the Homeowners Association shall mean all component parts within or upon the exterior of any exterior wall of any unit whether or not said wall is common to another unit.

2.19 Village or Village of Palatine. Shall mean and refer to the Village of Palatine, Illinois, its successors and assigns.

## ARTICLE 3

### EASEMENTS AND PROPERTY RIGHTS

3.1 Developer's Temporary Signage. The Developer may erect one temporary double-faced subdivision sales and identification sign on the site, not to exceed one hundred (100) square feet of total surface area each side. The design and construction of said temporary sign shall be approved in advance of its installation by the Village. Said sign shall be removed from the Property five (5) years from the effective date of that certain Agreement between the Village and the Owner and Developer with respect to the Property, or when the Developer's sales activities terminate, whichever occurs first.

3.2 Developer's Temporary Sales Office. The Developer may maintain a temporary sales office within the Development, provided that it is constructed and located in accordance with a plan approved in writing in advance by the Village and shall be maintained to the reasonable satisfaction of the Village. Said office may be located in a trailer or in a model or residential home. If a trailer is utilized for sales purposes, it shall be removed from the premises three and one-half (3 ½) years from the effective date of that certain Agreement between the Village and the Owner and Developer with respect to the Property, or when the Developer's initial sales activities terminate, whichever occurs first.

3.3 Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Nicor Gas Company, Village of Palatine, all other suppliers of utilities and their successors and assigns serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housing for such equipment, into, under, on and through



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areas designated as Easements for Public Utilities and Drainage on the Plat of Subdivision for the purpose of providing utility services to the Property. Every Owner is also hereby granted an easement of ingress and egress over and upon other units in designated easement areas as shown on the Plat of Subdivision for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's unit. All the units in the development shall be subject to such utility, drainage, access and maintenance easements in favor of the Village as determined by the Village Manager to be reasonably necessary for the development of the Property.

### 3.4 Improvements to Areas Maintained by the Homeowners Association.

Subsequent to the Turnover Date no structures or improvements of any kind, including pavement or fences, will be placed or erected upon any landscape easement area or any outlot area or any other property maintained by the Homeowners Association except with prior Village approval and approval of the Homeowners Association, and then only in accordance with the terms and provisions of this Declaration.

## ARTICLE 4

### COVENANTS FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Unit (excluding Declarant), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each unit owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the unit against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such unit at the time such assessment fell due. The Declarant and the Developer shall be exempted from obligations of the Homeowners Association that are not mandated by the Village of Palatine or are not required in accordance with the Agreement and the Special Use Ordinance for Maison Du Comte. The purpose of this exemption is to permit the Developer to construct a model home which is not subject to additional costs which are not required by the Village, and to allow the Developer sufficient time to dispose of all units without additional costs which are not required by the Village.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for maintenance, improvement and additions of and to all improvements to the subdivision in accordance with the ordinance of approval, including but not limited to maintenance of all utilities whether or not within the right-of-way, maintenance of the outlot areas and the improvements thereon, for all insurance, professional and other services, materials, supplies, equipment and other costs and expenses incident to the maintenance thereof, and

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all facilities and improvements thereon, and for payment of fees levied by the Village of Palatine and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

4.3 Assessment Procedure - Annual Assessments. Each year, on or before September 1, the Board shall prepare a budget for the Association for the following calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the detention outlot area and the landscape easement area, to include a reserve for repairs and replacement of those portions of the improvements for the stormwater detention areas and outlots for which the Association is responsible, and for other areas maintained by the Association and for such other contingencies as the Board may deem proper, and shall, on or before October 1, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The notice to each Owner shall contain the estimated budget, the monthly assessment amount that will become due from each Owner, a request that the Owner provide to the Board within 30 days, any comments or suggestions regarding the budget, and a statement that the Board will consider the responses received from the Owners and will adopt a resolution which levies the annual assessment based upon the estimated budget at a meeting called for that purpose prior to January 1 of the following year. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before September 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.

a. If said annual assessments prove inadequate for any reason, including non-payment of any Owners assessment, the Board may subject to the limitations on the use of capital reserves in Paragraph 4.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all units subject to assessment. The Board shall serve notice of such further assessment on all Owners by a statement in writing showing the amount due and reasons therefore, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

b. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owners obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual

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estimate or adjusted estimate the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement to areas maintained by the Homeowners Association and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed One Thousand Six Hundred and no/100 Dollars (\$1,600.00) sum total for all units involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the members present at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the members owning two-thirds (2/3) of the units. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

4.5 Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the areas maintained by the Homeowners Association, which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

4.6 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the members shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. At the first such meeting called, the presence of twenty percent (20%) of the voting members in person or by proxy shall constitute a quorum. If 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 ten percent (10%) of the Owners. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Uniform Assessments. Both annual and special assessment charges must be applied in exact equal amounts to each of all units. Any reserve capital required shall be charged in exact amounts to all units.

4.8 Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after



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the due date, the Board may, upon notice to such Owner of such delinquency, charge interest at a rate not to exceed the statutory allowable rate on the unpaid balance, plus statutorily allowable administrative fees. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any case law decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorney's fees as above provided, when payable shall be and become a lien or charge in favor of the Homeowner's Association of the Village in the event that the Village has provided services, said lien or charge being against the delinquent Owner's unit, and may be foreclosed by any action brought in the name of the Association, the Village or its assignees. To the extent permitted by statute, the Village of Palatine may bring an action in Forcible Entry and Detainer or in any other manner as provided at Law or Equity as now or hereafter amended to collect any delinquent assessments for any work which it has completed as a result of the failure of any unit owner or the Homeowner's Association to perform, and for which it has not been paid.

4.9 Notice and Cure of Lien. In the event that a lien has been created in favor of the Homeowner's Association or the Village for services provided, then the party against whom there is a charge shall be notified at the unit taxpayers address by Certified U.S. Mail (Return Receipt Requested), shall have thirty (30) days from the date of mailing which to cure said charge and lien, and in the event that it is not cured then the party in whose favor said charge and lien is created may record said lien at the Office of the Recorded or Deeds for the purpose of providing third parties with notice.

4.10 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the areas maintained by the Homeowner's Association, or abandonment of his unit. Any claim by an Owner against the Association shall be separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

4.11 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a unit by a bonafide lender. Each holder of a first mortgage on a unit who obtains title or comes into possession of that unit pursuant to the remedies provided in the mortgage or by foreclosure and any purchaser at a foreclosure sale, will take the unit without having satisfied any claims for unpaid assessments or charges, unless having satisfied the first mortgage there remains a balance of funds sufficient to satisfy said charges. In the event that there is not sufficient balance then the charges will be paid for from the capital reserves of the Homeowner's Association or special assessment where required.

4.12 Undivided Tax Prorations and Common Area Assessments. Developer shall contribute its pro rata share of any unpaid real estate taxes based upon the undivided tax

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bill whether or not any unit has been taxed as part of a new tax division. Developer will not contribute to tax prorations on fully constructed and or occupied units. All common area tax assessments whether correct or incorrect are the responsibility and obligation of the homeowners association whether or not the common areas have been deeded to the homeowners association.

## ARTICLE 5

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The following covenants and restrictions as to use and occupancy, paragraphs numbered 5.1 through 5.28, are subordinate to the "Site Development Restrictions" required by the Village of Palatine which are included in this Article 5, and where there may be conflicting provisions the requirements of the sub-section "Site Development Restrictions", as now or hereafter amended, take precedence over the other covenants and restrictions contained in this article.

5.1 Foundation Landscaping. Custom individual foundation landscaping for each residence shall be provided by the Homeowner's Association. Subsequent to installation the maintenance of landscaping shall be the responsibility of the Association. Additional landscaping is permitted on individual units so long as normal and customary material and designs.

5.2 Permitted Uses. The only use which may be established for each unit is one attached, single-family dwelling, excluding trailers, mobile homes, and prefabricated package homes. All units shall be used only for housing, parking and related common purposes for which the property was designed. Each dwelling shall be used as a residence for a single family and no other purpose. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any unit. A resident will not be considered to be actively engaged in the activities listed in this paragraph if from time to time he meets with a customer, client or business associate at his house and said meetings do not occur on a frequent and regular basis. The restriction in Paragraph 5.1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of any provision of this paragraph.

a. Each of the allowed attached single-family dwelling units shall be limited to a maximum height of thirty-five (35) feet, which height shall be measured from the highest point of the ground immediately adjacent to the structure to the mid-point of the roof.

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b. No building shall be erected or maintained as any unit except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family. After completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of and attachments to such dwelling house provided that such structures are permitted by, and in accordance with, applicable Village ordinances, and the terms and provisions of the declaration. No more than one such dwelling house shall be permitted on any unit. All garages shall be attached to the residences.

c. No unit may hereafter be used for more than one attached single-family town home residence, excluding trailers or mobile homes, and no more than thirty (30) units will be permitted on the Property. No sheds, storage buildings, tents or other detached temporary or permanent structures other than an attached single family town home residence shall be erected on any part of the Property.

5.3 Permitted Activities. No noxious or offensive activity shall be conducted on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant disease or noxious or dangerous insects (specifically including bees) shall be introduced or maintained upon any part of a unit. The use of bug lights that attract by fluorescent or other lamp and then eradicate by electrical current is prohibited.

5.4 Permitted Dwellings. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar improvement shall be permitted, except by Developer for construction purposes while Developer owns property in the development. No building shall be erected or maintained as any unit except a building designed as a attached dwelling house and equipped for occupancy as a private residence by a single family. No more than one such dwelling house shall be permitted as any unit. All garages shall be attached to the residences.

5.5 Subdivision of Units. No unit shall be divided or subdivided, and no part of less than the whole thereof may be conveyed.

5.6 Storage of Materials. No person shall accumulate, store or allow on, adjacent to or in his unit abandoned or junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in receptacles and stored inside garages. No unit 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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and inside the garage.

5.7 Garaging of Vehicles. Trucks, boats, recreational vehicles, or trailers shall at all times be parked in the garage of a dwelling. Recreational vehicles which are not garaged may not be parked in this subdivision. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a

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Dwelling. Automobiles shall be garaged except where necessity dictates otherwise, and then on a temporary basis only (not exceeding 3 days in any given month). Garage doors shall remain closed except when in use.

5.8 Driveway Access. There shall be no obstruction in the driveways, nor shall ready access to a garage or entrance to a unit be obstructed or impeded in any manner.

5.9 Animals and Pets. No animals of any kind shall be raised, bred or kept on any unit except that dogs, cats or other household pets may be kept subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon ten (10) day's written notice from the Board. No owner shall have more than two (2) dogs or two (2) cats or any combination thereof. Dog(s) must be leashed and when outside must be accompanied by owner. Electronic fences are permitted so long as dogs do not violate the perimeter which must be within the unit property line. Barking dogs or noisy animals must not be allowed outside except as reasonably required for sanitary purposes.

5.10 Radios and Antennae. The operation of a "ham" or other amateur radio station or the erection of any communication antennae or similar device (other than simple mast antennae less than 2 feet tall or 2 feet in diameter located on a roof of a dwelling) shall not be allowed unless provided in writing in advance by the Developer prior to the Turnover Date, or the Association thereafter. Satellite dishes up to 2 feet in diameter are permitted with an acceptable landscape plan and approval from the Association. All antennae and satellite dishes must conform to and be permitted by the provisions of the Palatine Zoning Ordinance. Building permits must be obtained from the Village of Palatine prior to the installation of any antennae or satellite dish. No satellite dish or antennae may be installed until the subdivision is fully occupied. Notwithstanding any of the provisions of this paragraph, all satellite dishes must comply with all provisions of any federal and state regulations as they pertain to the installation and use of satellite dish receivers.

5.11 Storm Drainage. All areas of the units designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be moved regularly. Trees, planting, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any unit by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise, and so long as said plantings are approved by Developer or Association. Each owner acknowledges, by acceptance of a deed to a unit, that each drainage or detention area is for the benefit of the entire Property.



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5.12 Sump Drains. Sump pump drainage from residential structures shall be directed towards adjacent storm sewers.

5.13 Window Coverings. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board, at such time as the same are enacted, but the same shall not be unreasonably regulated. Until turnover and adoption of rules and regulations only neutral tone window coverings with no design or image are permitted, and no stained glass is permitted.

5.14 Developer Rights. There is also reserved to the Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the areas maintained by the Homeowners Association, or incident to sales or leasing purposes and, during construction by the Developer, the right of ingress and egress in and through the areas maintained by the Homeowners Association and other areas in connection with such construction.

5.15 For Sale Signs. Except for the Developer as provided herein, no "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except such locations and in such form as shall be reasonably determined by the Board.

5.16 Owner Maintenance. Each Owner shall maintain his unit and all improvements located thereon in a clean, neat and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required. The association will remove snow from streets, walks and private entry walks.

5.17 Homeowners Association Maintained Areas. Nothing shall be altered in or removed from the areas maintained by the Homeowners Association except upon the written consent of the Board.

5.18 Storage of Excavation. No Owner shall allow excavation or pit to be created or installed upon or adjacent to a unit.

5.19 Drainage and Erosion Control. No Owner shall allow a change in the natural or existing drainage for surface waters upon any unit subsequent to construction by Developer. Furthermore, the Developer and the Owner or Owners of each respective unit shall be obligated to comply with all applicable provisions of ordinances adopted by the Village of Palatine, specifically including, but not limited to, the provisions relating to erosion and sedimentation control contained therein.

5.20 Swimming Pools. Notwithstanding any terms or provisions of the Ordinance which may make reference to the permit provisions for above-ground and in-ground pools, no individually owned above ground pools are allowed in Maison Du Comte, and as



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to other commonly owned pools, they must be built in common areas and be in-ground, and they are allowed only if proper government regulations are fulfilled, and subject to architectural review of the Developer or the Board.

5.21 Tennis Courts. Tennis courts are not permitted.

5.22 Garaging of Developers Vehicles. No commercial vehicles, mobile homes, motor homes, boats, trailers, recreational motorcycles, all terrain vehicles, and snowmobiles, or other such vehicles, shall be parked on any unit unless enclosed within a garage, except on a temporary and non-recurring basis, with the exception of construction equipment owned by the Developer, which may be permitted on any unit owned by it, or on any unit on which it is working subsequent to the sale of that unit to complete any "punch list" items or other requirements of the Ordinance or Special Use Ordinance for Maison Du Comte. (Temporary means 6 hours within a 30-day period, and then for the sole purpose of loading and unloading such vehicle).

5.23 Fences by Developer. There is reserved to the Developer or its agents the right, subject to Village approval, to construct and maintain temporary fences of any type or materials on units owned by the Developer.

5.24 Fences. No above ground fences may be constructed for the benefit of any individual owner; only commonly owned fences constructed for the benefit of all owners may be installed, and then only by approval of the Board.

5.25 Decks. Decks will all be the same natural or stain color. Color may not be changed without the consent of the Developer or the Board.

5.26 Mailboxes. Mailboxes may not be removed or altered.

5.27 Doors. Doors may not be altered in appearance.

5.28 Seal Coating Driveways. Seal coating will be done annually with all units on a fixed schedule as provided by the Board.

5.29 Fertilizers. No synthetic non-biodegradable herbicides, pesticides or fertilizers may be used in Maison Du Comte.

5.30 Tree Preservation. All units in Maison Du Comte are subject to tree preservation restrictions referred to in the Ordinance of Approval and P.U.D. plan. Each homeowner in Maison Du Comte shall be responsible for complying with the Ordinances as approved by the Village of Palatine. No homeowner may remove undamaged trees following closing without consent of the Developer, who must comply with the intent of the plan for the tree preservation approved by the Village of Palatine. The Homeowners Association is responsible for the cost of replacement of any tree(s) that perish(es) anywhere in the development. Homeowners must comply with the provisions of a tree

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preservation document provided to them at closing by Developer/Owner and which document is entitled "Tree Preservation Requirements". With respect to tree preservation the purchasers may have additional obligations included in their purchase agreement which overlap, reinforce or otherwise support the obligation to strictly comply with the tree preservation requirements of the Village of Palatine.

5.31 Notices. Article 5 shall be enforced by written notice delivered to the alleged violator in person or by U.S. Mail, and if delivered by mail, then mailed by Certified Mail, postage prepaid, properly addressed, return receipt requested. If any violation is not corrected within 10 days, or within such time as may be designated in said notice, then a notice of hearing shall be delivered in the same manner as set forth above at least seven (7) business days prior to the hearing date for the violation, whether at a regular or special board meeting. If the violation is not remedied by the meeting date, then the violator shall be subject to fines as established by the Board, a copy of which fine amounts shall be mailed to the alleged violator at least seven (7) business days prior to the meeting. The Board may grant the violator additional time to correct the violation. The Board may also initiate third party action to remedy the problem and charge the violator for the cost of the same. Each Homeowner by acceptance of deed from the Developer does hereby grant to the Homeowners Association, its successors and assigns, a temporary easement onto his or her property for the limited purpose of remedying any violation which the Homeowner refuses or neglects to do after the Homeowners Association has complied with the notice provisions of this paragraph.

## ARTICLE 6

### SITE DEVELOPMENT RESTRICTIONS

The following Site Development Restrictions as outlined in the Ordinance and Special Use Ordinance for Maison Du Comte approved by the Village of Palatine shall be adhered to by all unit and homeowners in Maison Du Comte.

6.1 Minimum Square Footage and Elevation Requirements. No dwelling shall be erected or maintained on any unit in the Property unless said dwelling complies with the P.U.D. and the architectural style of the development. All residential structures constructed within the Development shall include overhead sewers.

6.2 Grading. In order that the Property shall remain as nearly as practicable in its natural state with respect to its topography and natural resources, all substantial grading and excavation shall be limited to that necessary for roads, foundations, and development of any storm water control facilities if required, all as shown on the approved final engineering plans. The Village Manager shall be notified at least two (2) business days in advance of the date of any planned excavation and installation of any foundations so that

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the Village Manager or his or her designee shall have the opportunity to inspect such excavation and foundation and to consult with the Developer's soil expert to determine the suitability of the soils for the use intended, and to assure that appropriate construction methods are utilized. The Village Manager shall have no duty or obligation to perform such inspections or consultation, but may, if he or she, in his or her sole discretion, deems it appropriate.

6.3 Storm System Maintenance. The Storm water storage facilities and other portions of the storm water system to serve the Development which are not located within dedicated rights-of-way shall be owned and maintained by the Homeowners Association of Maison Du Comte (hereinafter sometimes referred to as "Homeowners Association"), which entity shall be created by the Developer at its sole expense. If the Homeowners Association fails to adequately maintain said facilities, (including, but not limited to the maintenance of such facilities in such a manner that the same are able to operate at their capacity as designed) the Village may, but shall not be obligated to do so. If the Village incurs costs as a result thereof, and if such costs are not immediately paid to the Village by the Homeowners Association, the Village may file and record as a lien on the title to each of the units in said Development, an amount equal to such costs, which liens may be foreclosed by court action initiated by the Village. In addition to the foregoing remedy, the Village may bring an action at law against the Owner or Owners of record of each such unit. The Declaration of Covenants and Restrictions of Record, hereinafter referred to, shall create in the Village, the right to do such work, file liens for nonpayment and foreclosure thereon in the same manner as in the case of mechanics liens. The aforesaid facilities shall be subject to easements in favor of the Village for the purpose of access to, maintenance of, and preservation of facilities as in the opinion of the Village Manager are reasonably required for the development of the Property. Such easements shall be designated "Village Easements", and shall be further designated for preservation, detention, drainage, access and for maintenance purposes, as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures except as approved by the Village.

6.4 Storm Water Storage. Storm water control facilities shall be designed, constructed, and maintained in accordance with the Village's Development Ordinance, in force and effect from time to time, and shall be improved so as to provide adequate water retention capacity for a 100-year storm and such facilities shall be in general conformity with the engineering plans and specifications attached hereto and made a part hereof as Exhibit A, and also, in conformity with the final engineering plans as prepared in accordance therewith, which final engineering shall be submitted to and approved in writing in advance by the Village Manager.

6.5 Village Maintenance. The storm sewer system, to the extent located in rights-of-way dedicated to and accepted by the Village shall be maintained by the Village following completion by the Developer in accordance with the approved final engineering plans and specifications and acceptance as hereinafter provided.

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6.6 Development Ordinance. The Developer and the Owner or Owners of each respective unit shall be obligated to comply with all applicable provisions of the Village of Palatine Development Ordinance including, but not limited to, the provisions relating to erosion and sedimentation control contained therein.

6.7 Erosion Control Plan. As directed by the Village, the Developer shall cause erosion control measures to be effectuated in compliance with the Village of Palatine.

6.8 Issuance of Building Permits. Building permits may be issued to the Developer only after all public improvements other than the roadway asphalt and landscaping have been completed and reasonable access to the units in question is available.

6.9 Loading and Unloading of Excavation Equipment. Following the construction of each attached single family town home dwelling, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within near proximity to the boundary lines of each unit.

6.10 Commercial Trucks and Garaging. No truck or commercial vehicle shall be permitted upon any unit except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle, which is restricted to the interior confines of the private garage. No private vehicle shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the unit or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

## ARTICLE 7

### TREE PRESERVATION AND LANDSCAPE PLAN

7.1 Tree Preservation and Landscape Plan. The Developer has landscaped the Property generally in accordance with the final landscaping plan and specifications, which are attached hereto and expressly made part hereof as Exhibits C and D respectively.

7.2 Seeding and Parkway Trees. All detention areas, drainage swales and parkways shall be planted by the Developer with grass and/or other appropriate vegetation, which will inhibit erosion. Such planting shall be accomplished prior to acceptance by the Village of the required public improvements. All parkway trees shall conform to the Village of Palatine Subdivision Control Ordinance, and shall be in a condition which meets the approval of the Village Manager prior to acceptance by the Village.

7.3 Tree Preservation. All existing, proposed, or transplanted trees on the entire site will be protected pursuant to the following regulations, and in addition thereto, pursuant to provision of the Planned Development Ordinance now or as hereafter

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amended, and in the event of a conflict between the provisions of this article and the provisions of the Planned Development Ordinance, then the conflict shall be resolved in favor of the Planned Development Ordinance.

a. Care of all tree stock shall include routine maintenance throughout construction. Routine maintenance for existing, proposed, and transplanted trees includes watering, pruning, fertilizing, mulching, or other remedial work required by the Village Manager. The developer shall be responsible for the implementation of such care until a certificate of occupancy is issued and the home is occupied by the homeowner, thereafter the care shall be the responsibility of the unit owner.

b. The Developer or any subsequent homeowner upon remodeling or adding to an existing home (only by Village permit) shall install staked snow fencing with posted notice at such locations delineating where construction may take place, and areas where no construction related activity is permitted. The construction zones shall be limited to the immediate areas where each building is to be constructed, driveways, street right-of-way and utility easements. No construction activities, storage or material, walking, driving or other construction related activity will be permitted in any protected areas.

c. At the time a building permit is applied for each unit, the developer shall provide a plat of survey showing the location, species, size and condition of all trees on the unit as of a date not less than six months prior to the date of any such building permit application. The said plat shall include the location, species, size and condition on all trees on the unit and on the adjacent portion of the public right-of-way to be known as Maison Du Comte. The said plat of survey shall also include the location of each proposed building and driveway.

d. In addition to the foregoing restrictions, other requirements and guidelines have been incorporated into a document presented to each homeowner at the time of execution of contract for the purchase of a home in Maison Du Comte, which document is known as the "Tree Preservation Pamphlet". These requirements and guidelines must be complied with by each and every homeowner in Maison Du Comte.

7.4 Routine Tree Maintenance. Care of all tree stock shall include routine maintenance. Routine maintenance for existing, proposed, and transplanted trees include watering, pruning, fertilizing, mulching, or other remedial work required by the Village Manager or the Developer during construction. The Developer shall be responsible for the implementation of such care until a certificate of occupancy is issued and the home is occupied by the homeowner. Thereafter the care shall be the responsibility of the homeowner.



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## ARTICLE 8

### RIGHTS OF FIRST MORTGAGEES

**8.1 Right to Notice.** Upon written request, any first mortgagee of a unit shall be entitled to and shall receive from the Association notices of any of the following as shall be requested.

- a. Any condemnation loss or casualty loss which affects a material portion of the units or which affects the unit on which its mortgage is held.
- b. Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association.
- c. Any restoration or repair of the Property after partial condemnation or damage.
- d. Any termination of the legal status of the Property.

## ARTICLE 9

### ARCHITECTURAL CONTROL

**9.1 Architectural Control.** No dwelling of any type shall be erected, placed or permitted to remain, and no exterior alterations shall be made to any such dwelling house type, until and unless: (1) the plans and specifications for the same have been drawn showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost; (2) such plans and specifications shall have been submitted to and approved in writing by the Developer, or its successors and assigns. In the event that such plans and specifications have not been approved or disapproved by the developer in writing, its successors, or assigns, within thirty (30) days after submission of such plans and specifications, or in the event the developer is not in existence and its successors or assigns cannot be determined, then such plans and specifications shall be submitted to and approved by the Board of the Homeowners Association, and in no event shall any exterior alterations to any building be made without the unanimous consent of all unit owners in Maison Du Comte.

**9.2 General Review and Approval.** Except for improvements constructed by Developer, no building, or other structure shall be commenced, erected or maintained upon the Property or upon any unit, Dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected and approved by the Developer, until written plans and specifications showing the nature kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the

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Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board or the architectural committee appointed by it will have thirty (30) days to act in writing upon any request made pursuant to this paragraph.

9.3 Architectural Approval. The Developer agrees that it will exercise its architectural approval power as set forth in the covenants and restrictions hereinafter described to assure that all residences constructed will be of an architectural design and exterior appearance harmonious with one another and, in general, with the residential structures in surrounding neighborhoods. In pursuance of the foregoing, the Developer agrees that all residences shall be approved in advance by the Village Manager in order to insure compliance with the requirements of this provision.

9.4 Repairs and Reconstruction. In the event of damage to or destruction of any Dwelling, garage or other improvement on any unit, the owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with the materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction unless approval is obtained pursuant to paragraph 9.1. If an owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done without further notice and the cost of thereof shall be charged to such owner as his personal obligation and shall be a lien of his unit subject to recordation and collection in accordance with all statutes and case law as now or hereafter amended. Pursuant to this paragraph the owner of each unit hereby grants a temporary easement to the Homeowners Association for the limited purpose of repair and reconstruction in accordance with the terms of this paragraph.

9.5 Construction. If there are conflicts between the applicable building code and this Declaration, then the provisions of the building code of the Village of Palatine shall supersede the provisions of this Declaration.

a. Exterior Surfaces. The exterior surfaces of all Dwellings shall be restricted as follows: only materials approved by the developer or the Homeowners Association may be used.

b. Patios and Courtyards. Patios and courtyards should be designed as an integral part of the architecture of the Dwelling.

c. Solar Appliances. Solar collectors may result in excessive glare and reflection, and will only be approved by the Declarant or the Board if they are integrated into the structure of the dwelling, and if being retrofitted into any existing structure the

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design must be approved by all owners of units in Maison Du Comte. Solar panel surfaces shall be flush with the surface of roof.

d. Building Height. The Declarant intends to discourage, and has the right to prohibit, the construction of any dwelling which would appear excessive in height when viewed from the street or other units anywhere in Maison Du Comte. The maximum allowable roof height is 35 feet measured from the highest ground elevation at the foundation to the mid-point of the roof.

e. Underground Wiring. No above ground communication, electric or television lines or cables shall be permitted to be placed on the Property, other than within Dwellings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed or maintained underground.

f. General Restrictions. The intent of Article 9 is to assure that the improvements to any unit or the areas maintained by the Homeowners Association shall not diminish the value or environment of all properties generally. The construction of decks should be of materials that conform to existing use. No outbuildings are permitted and no dog houses, dog runs or other structures or facilities designed for pets may be located on any unit or areas maintained by the Homeowners Association.

g. Unit Lines. All unit lines are delineated on the Plat of Subdivision.

## ARTICLE 10

### LEASE OF UNITS

Any lease agreement between an owner and lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, and Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under the lease. To verify this, a rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Notwithstanding, a lease shall not be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of Owner, including Declarant or Developer, to lease any unit it owns.

## ARTICLE 11

### GENERAL PROVISIONS

11.1 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at

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law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and the failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorney's fees, together with interest thereon at the highest rate of interest permissible by law, shall be charged to and assessed against any owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his unit and be enforceable as provided in this Declaration. If any owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the owner an opportunity to be heard, levy a reasonable fine (not to exceed \$250.00 in any given instance) against such owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his unit and be enforceable as provided in this Declaration.

11.2 Rights of the Village of Palatine. In addition to all rights granted the Association, the Village of Palatine shall also have rights to enforce this Declaration, the Ordinance and the Special Use Ordinance effecting the Property and approved by the Village of Palatine. The Property must conform and be maintained in conformance with the Ordinance, Special Use Ordinance and engineering plans approved by the Village of Palatine. All maintenance, repairs and replacement of the areas maintained by the Homeowners Association, and specifically the maintenance of Outlots A and B and the emergency access gate, shall be made in accordance with the provisions of this declaration and the applicable requirements of the Village of Palatine pursuant to the Ordinance, the Special Use Ordinance and the engineering plan. In the event that the Association does not provide the necessary maintenance of the site improvements, within or upon the landscaped areas or any other areas, including but not limited to the on site utilities and specifically, constituting the areas maintained by the Homeowners Association, all municipally owned utilities, any detention areas, and traffic signs and related equipment, then the Village of Palatine is expressly authorized, as provided under Illinois Compiled Statutes and other applicable law, to provide such necessary maintenance. If required to perform this service because the Association fails or refuses to so provide, then the Association shall be obligated to repay the Village of Palatine for all expenses incurred for said maintenance, including reasonable attorney's fees, if any, and maximum allowable statutory interest not to exceed 118% per annum. The Village of Palatine shall also have the right, in furtherance of its enforcement of its claim for reimbursement, to record a lien against the areas maintained by the Homeowners Association and all units, which said lien shall be effective as of the date of recordation. All such costs and expenses are hereby declared to be a common expense of the Association, as provided under Illinois Compiled Statutes or applicable law. Notwithstanding any other provisions of this Declaration, the provisions of this paragraph may not be altered, amended, or deleted without the written consent of the Village of Palatine, and then only in accordance with the rules adopted by the Homeowners Association. Further, the Village of Palatine shall have the unconditional right to enter upon the Property for the purpose of furnishing municipal or emergency

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services to the owners or the areas maintained by the Homeowners Association, to enforce its traffic and other ordinances and regulations. Notwithstanding anything contained herein to the contrary, no amendments may be made to any of the terms and provisions of this Declaration without the prior written consent of the Village.

a. The Village shall have the right but not the responsibility to maintain any lots, and specifically Outlots A and B and the emergency access gate, if the owner of said lots fails to maintain same and may place a lien on the property of an owner if the Village does maintenance work on a lot and may collect interest on the amount owed to the Village for the maintenance work to be paid at 18% per annum.

b. In the event the Village files an action against a lot owner (or the Association) for the cost and expense the Village has incurred to complete maintenance work on a lot (or the Common Areas) the Village shall have the right to collect its reasonable attorney's fees and court costs incurred in collecting said amounts.

11.3 Compliance with Village Ordinances. The Property shall at all times conform to and be maintained in accordance with the engineering plan, and the RPDO or Ordinance approved by the Village of Palatine and as amended from time to time.

11.4 Maintenance of Areas by the Homeowners Association. All maintenance, repairs and replacements of areas by the Homeowners Association shall be made in accordance with the provisions of this Declaration and the applicable requirements of the Ordinance and the Special Use Ordinance for Maison Du Comte by the Village of Palatine.

11.5 Maintenance by the Village. The Village of Palatine is hereby authorized to provide the necessary maintenance of site improvements within the landscaped areas constituting a portion of the areas maintained by the Homeowners Association, also including without limitation, all municipally owned utilities, any detention area, traffic signs and related equipment.

11.6 Obligations to Village. If the Village of Palatine elects to furnish services which are the obligation of the Association to provide and the Association has failed or refused to so provide, then the Association shall be obligated to and shall pay to the Village of Palatine for all expenses incurred in connection with said maintenance, including reasonable attorney's fees, if any, incurred by the Village in enforcing the rights herein established and established pursuant to the Ordinance and the Special Use Ordinance. The Village shall have the right, in furtherance of its enforcement of its claim for reimbursement to record a lien against units, including the land and all improvements thereon, and said lien shall be effective as of the date of recordation. In addition any lien amount filed by the Village shall accrue interest at the usual and customary rate charged by the Village in such instances. All such costs and expenses are hereby declared to be a common expense of the Association. The Village shall have the right to pursue any and all



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remedies at law or equity to enforce collection of any amounts to which it is entitled hereunder.

11.7 Severability. Invalidation of any provisions of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

11.8 Title in Land Trust. In the event title to any unit is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such unit or improvements thereon. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester fund or trust property to apply in whole or in part against such lien or obligation, unless and until the beneficiary of said trust is more than 30 days in arrears. The amount of such lien or obligation shall continue to be a charge or lien upon the unit, the improvements thereon, if any, and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such unit.

11.9 Amendments. Subject to the Ordinance and the Special Use Ordinance, the applicable provisions of this Declaration and the rights of the Village of Palatine, this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by the owners. The remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by fifty one percent (51%) of the Members, or that is approved at a duly called and held general or special meeting of Members, by the affirmative vote, either in person or by proxy, of a majority of the total votes of the members, and containing a certification by an Officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the office of the Recorded of Deeds of Cook County, Illinois. Notwithstanding the foregoing no amendment may be made to the rights of first mortgagees, and no amendment may be made which would diminish the duties and obligations to or the rights of the Village contained in the Ordinance and the Special Use Ordinance adopted by the Village of Palatine. Furthermore, notwithstanding anything to the contrary indicated herein or otherwise no amendment to the Declaration, the Ordinance or the Special Use Ordinance may be made without the prior written consent of the Village.

11.10 Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time prior to the Turnover Date and from time to time prior to Turnover Date which amends this Declaration (I) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan

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Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any public, quasi-public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any unit, or (iii) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplemental or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the owners hereunder or materially increase the expense to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant prior to the Turnover Date to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney in fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservations of the power to the Declarant to vote in favor of making, execute and record Special Amendments. Notwithstanding any of the foregoing the Declarant may not record a Special Amendment which in any manner diminishes the duties and obligations of the Declarant, unit owners, the Village of Palatine or the Homeowners Association in accordance with the provisions contained in this Declaration, the ordinance or the Special Use Ordinance during the term of each.

11.11 Limitations. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine and feminine and neuter and vice versa.

11.12 Assignment. Notwithstanding anything herein to the contrary, Declarant and/or Developer reserves the right to transfer, assign, mortgage or pledge any and all of either respective privileges, rights, title and interests hereunder, or in the Property, by means or recording an assignment of such with the Office of the Recorder of Cook County, Illinois.

11.13 Mailing Address. Each owner of a unit shall file the correct mailing address of such owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however that if any Owner shall fail to so notify the Association, the mailing address for such owner shall be the street address of the unit owned by such owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States Mail, postage prepaid, and addressed to any Owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner shall be deemed delivered on the third (3<sup>rd</sup>) day after deposit in the United States mail. In the event that no residence has been constructed upon a unit then the unit taxpayer's address shall suffice as the address for mailing purposes.

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11.14 Binding Effect. This Declaration shall be of perpetual duration unless canceled in a written document signed by all unit owners. The unit owners may not cancel this Declaration during the term of the Ordinance or the Special Use Ordinance during which time the rights of the Village of Palatine may not be diminished. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and enforceable by the Association or the Owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

11.15 Resale of Unit. In the event of any resale of a unit by an owner other than the Declarant such owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand the following:

- a. A copy of the Declaration, By-Laws and any rules and regulations.
- b. A statement of any liens, assessments due or other charges due and owing.
- c. A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- d. A statement of the status and amount of any reserve or replacement fund or any portion of such fund earmarked for any specified project by the Board.
- e. A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- f. A statement of the status of any pending suits or judgments in which the Association is a party.
- g. A statement setting forth the insurance coverage that is provided for all Owners by the Association.

The President of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board to the seller for providing such information.

11.16 Records of the Association - Availability for Examination. The Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by each owner or their mortgagees and their duly authorized agents or attorneys.

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a. Copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available.

b. Detailed accurate records in chronological order of the receipts and expenditures affecting the areas maintained by the Homeowners Association specifying and itemizing the maintenance and repair expenses and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

c. The minutes of all meetings of the Association and the Board shall be maintained for a period of not less than seven (7) years.

d. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained.

e. A reasonable fee may be charged by the Association or its Board for the cost of copying.

All units made subject to the Declaration shall continue to be subject to the covenants and restrictions contained in this Agreement perpetually unless canceled. No cancellation or amendment which in any manner affects the rights of the Village may occur during the term of the Ordinance of the Special Use Ordinance unless approved by the Village and then only if Owners representing fifty-one percent (51%) of all Owners of all units in the Maison Du Comte shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement, signed, approved and acknowledged by such Owner or Owners stating that such restrictions, or portions thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions, or those specified in such written statement shall become ineffective as of the date stated in such written statement.

11.17 Until the Turnover date the Developer shall have the unilateral right to amend this declaration to comply with the purpose and intent of this document, and further shall have the right to make any changes to the plans or design or to include any additional phases of Maison Du Comte in the homeowners association at such time as any additional phases reach Turnover date.

11.18 Until Turnover or five (5) years from the date of this Declaration whichever occurs later, the Developer, its successors or assigns to two (2) units shall pay no association fee nor have any obligation to pay said fees on said two (2) units in Maison Du Comte unless said units are resold.

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11.19 Upon Turnover these Declarations and By-Laws may be amended or restated but may not change or limit rights accruing to Developer that would have survived except for any amendment to this Declaration or By-Law.

## ARTICLE 12

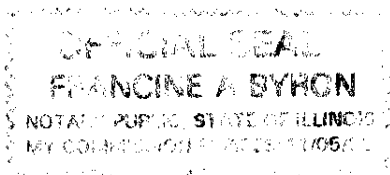
### COMMON INTEREST COMMUNITY

The Association shall act and operate as a Common Interest Community as defined in Illinois Compiled Statutes, as from time to time amended. The Declaration and By-Laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities, and the Developer or Board may record such documents as are necessary to effect this compliance.

IN WITNESS WHEREOF, Maison Du Comte, Inc. has caused its name to be affixed to these presents as of the date and year first above mentioned.

STATE OF ILLINOIS     )  
                                          )SS.  
COUNTY OF COOK     )

Under oath, signed, sworn to and affirmed before me this 10<sup>th</sup> day of October 2002.



*[Handwritten Signature]*  
Maison Du Comte, Inc.

*[Handwritten Signature]*  
Francine A. Byron  
Notary Public

Prepared By:

Russell J. McElwain, Attorney at Law  
1642 Colonial Parkway  
Inverness, IL 60067  
(847) 991-4000

Mail To:

Maison Du Comte  
1642 Colonial Parkway  
Inverness, IL 60067  
(847) 991-4000



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## BY LAWS

### MAISON DU COMTE

#### Administration

2.1 Administration of the Property. The direction and administration of the property shall be vested in a Board of Directors (the "Board") of the Association. No member of the Board need be a resident owner. If an owner is a corporation, partnership, trust or other legal entity other than a natural individual, then any officer, director or other designated agent of such corporation, partnership or beneficiary or other designated agent of such trust or manager of such other legal entity shall be eligible to serve as a member of the Board. Every owner of a unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit. Ownership of a unit shall be the sole qualification for membership.

2.2 Association. Maison Du Comte Homeowners Association (hereinafter referred to as the "Association"), acting through a three (3) person Board or such greater number as may be determined by Board resolution, shall be governing body for all the owners for maintenance, repair, replacement, administration and operation of the areas maintained by the Homeowners Association, and the brick and stone monuments located near the entry right-of-way, and adjacent thereto. In the event that less than the requisite number of members of the Board shall become available then said lesser sum shall act with authority until such time as a three-member board is available. A two (2) member board may use an independent arbitrator to resolve issues; said independent arbitrator need not be a resident but must be selected unanimously by a two member Board. Said independent arbitrator may be compensated for his services and paid by special assessment in accordance with the provisions contained hereinafter. The Association shall not engage in or be deemed to be engaged in any business of any kind. Every owner shall be a member herein, which membership shall automatically terminate upon sale, transfer or other disposition of such owners unit or ownership, at which time the new owner shall automatically become a member therein.

#### 2.3 Voting Rights.

A. The Association shall have one class of membership and each member shall have one vote for each unit such member owns, provided that in no event shall more than one (1) vote be cast with respect to the unit. If more than one (1) person is the record owner of any unit, or if an owner is a trustee, corporation, partnership or other legal entity, the vote for such unit shall be exercised as such owner or owners of that unit shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws. Any owner who fails to pay the

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Association's assessments or additional charges, levied by the Homeowners Association pursuant to paragraph 2.8, will not be entitled to vote. A Homeowner shall be in default thirty (30) days subsequent to the date notice of payment due is delivered. An owner may vote by proxy executed in writing by him or by his duly authorized attorney-in-fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and the proxy must bear the date of execution.

B. If there are multiple owners with respect to a unit ownership and if only one of such multiple owners is present at a meeting of the Association, he shall be entitled to cast the vote allocated to that unit ownership; however, if more than one of the multiple owners are present, the vote allocated to the unit ownership may be cast only in accordance with the agreement of a majority of the multiple owners present. For purposes of this paragraph, there is majority agreement if any one of the multiple owners casts the vote allocated to that unit ownership without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit ownership. If multiple owners can not reach a majority agreement then no vote may be cast until such time as a majority agreement is reached, and if no vote may be cast by multiple owners of any unit owing to the lack of agreement between or among them for any particular purpose it shall not impede the progress of any issue for which a vote is required by other unit owners, generally.

C. It shall be the duty of each owner to inform the Association of changes in Ownership. Any change of ownership shall be on such forms as are determined by the Board. If such forms are not completed prior to the date of a meeting, the owner shall have no voting rights until such forms are completed, by the transferee owner.

## 2.4 Meetings.

A. Meetings of the Association. Meetings of the Association shall be held at the property or at such other place in the Village as may be designated in any notice of a meeting. The presence in person or by proxy of eight (8) owners shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the owners at which a quorum is present upon the first affirmative vote of the owners having a majority of the total votes present at such meetings.

B. Annual Meetings. There shall be an annual meeting of the Association at a time and place to be set by the Board. One of the purposes of the annual meeting shall be to elect members of the Board.

C. Special Meetings. Special meetings of the Association may be called upon written notice at any time for the purpose of considering matters which, by the terms of the Declaration require approval of all or some of the owners, or for any other reasonable purpose. Special meeting may be called by the President of the Association, a majority of the Board or by twenty percent (20%) of the owners.

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2.5 Notice of Meetings. Written notice of any membership meeting shall be mailed or delivered as herein provided giving owners no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting. Special assessment requests must be contained in said notice and special assessments may be approved only at said meeting.

## 2.6 Board of Directors.

### A. Election.

i. At the first annual meeting after the Turnover Date, the three candidates of the Board members receiving the highest number of votes shall be elected for the terms as follows: The candidate receiving the highest number of votes shall be elected for a term of three years. The candidate receiving the second highest number of votes shall be elected for a term of two years, and the candidate receiving the third highest number of votes shall be elected for a term of one year. Subsequent to the first election of three Board members at the first annual meeting after the Turnover Date all elected Board members shall serve three-year terms.

ii. At each annual meeting thereafter, as applicable, the owners shall elect a Board member to replace any Board member whose term has expired, who shall be elected at large and who must be an owner, or, in the alternative, re-elect the incumbent Board member. The Board shall consist of three (3) members. Subsequent to the first election, the terms of the office for each members shall be three (3) years.

iii. Each member of the Board shall hold office until a successor has been duly elected and qualified; provided that Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board and approved by two thirds (2/3) or more of the owners.

iv. At each election, those individuals asserting voting rights shall present their credentials for voting under such terms and on such forms as prescribed by the Board.

B. Counting of Election Ballots. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

C. Contract Purchaser's. The purchaser of a unit from a seller pursuant to an installment contract for purchase shall be counted toward a quorum for purposes of electing members of the Board at any meeting of the owners called for purposes of electing members of the Board and shall be eligible to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights regardless of whether the sellers continue to reside on the premises with Maison Du Comte. In no

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event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subparagraph, "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures" approved August 11, 1967, as amended.

D. Vacancies and Removal. Vacancies on the Board due to resignation, removal for cause or death, shall be filled by the remaining members of the board by unanimous vote until the next meeting of the Association. Any Board member may be removed for cause from office by the affirmative vote of two thirds (2/3) or more of the owners, at any annual or special meeting of the Association called for that purpose. The basis for removal for cause of any Board member includes but is not limited to any act or omission of any Board member in his capacity as a Board member. Removal for cause must be based upon acts or omissions of any Board member which are reasonably connected to the responsibilities of a Board member in carrying out the duties and obligations of the Homeowners Association. The failure of any Board member to attend three (3) consecutive regular meetings of the Board without good cause shall constitute automatic removal from the Board.

A successor, who is to fill the vacancy created by removal of a member of the Board shall be elected by the remaining members of the Board by unanimous vote until the next annual meeting of the Association or for a period terminating no later than thirty (30) days following the filing of a petition sign by twenty percent (20%) of the owners in the Association requesting a special meeting of the Association to fill the vacancy for the balance of the term. A meeting of the Association shall be called for the purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by twenty percent (20%) of the owners in the Association requesting such a meeting.

E. Management of Property. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total members on the Board shall constitute a quorum.

F. Meetings. Meetings of the Board may be called, held and conducted in accordance with such rules and regulations as the Board may adopt. There shall be not less than one (1) Board meeting during each calendar year. Meetings of the Board shall be open to any owner, except for that portion of any meeting held (I) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (II) to consider information regarding appointment, employment or dismissal of an employee, or (III) to discuss violations of rules and regulations of the Association or an owners unpaid share of common expenses; however, any vote on these matters shall be taken at a meeting or portion thereof open to any owner. Any owner may record the

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proceedings of meetings, or portions thereof, required to be open by statute, ordinance or other applicable laws by tape, film or other means, subject to such reasonable rules and regulations as the Board may prescribe. Notice of such meeting shall be telephoned, mailed or delivered to Board members at least forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board may be posted as the Board may designate at one or more locations in proximity of the units.

## G. Developer Rights.

i. Until the Turnover Date, the Developer shall have the right and powers herein granted to the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take as herein provided.

ii. Until the Turnover Date, Developer shall maintain the area maintained by the Homeowners Association and all signs and monuments located thereon and shall pay all expenses and costs in connection therewith, including without limitation, the costs of improving and maintaining the areas maintained by the Homeowners Association (and any signs and monuments located thereon).

iii. Developer shall be entitled at all times to conduct sales of units and homes from the property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, areas maintained by the Homeowners Association and all other portions of the property, excluding sold units, for such purposes until all units are sold. Subject to the Ordinance with the Village of Palatine and all ordinances relative thereto, the Developer may at all times utilize signage, lighting and establish temporary construction and sales office, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the property.

iv. Developer shall, through the Board appointed by it in accordance with Section 2.2, exercise control over all Association matters, until the first to occur of the following dates: a) five (5) years from the date of this Declaration, b) the sale and conveyance of legal title to all of the units to owners other than the Declarant or an assignee of Declarant, or c) Developer elects in writing to voluntarily turn over to the members the authority to elect the Board, which election it shall evidence by letter to each owner setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept the responsibility of areas to be maintained by the Homeowners Association, and the Association shall undertake to maintain these areas pursuant to the terms hereof.



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v. Developer shall have the right to connect to any utilities or the street stub at the east end of the cul-de-sac at the northeast corner of the site, the driveway stub at the northwest corner of the site or any other area or common area which Developer feels is suitable for the purposes of improving or adding to this development, including but not limited to building additional comparable homes. In addition, Developer may make any changes or modifications to the development plan as may be necessary or desired by the Developer so long as notice of the same is given to effected parties. This right may not be removed without Developers consent.

## 2.7 Officers.

A. The Board shall elect the following officers from among the members of the Board: a President who shall preside over both its meetings and those of the Association, and who shall be the chief executive officer of the Board and the Association, who shall carry out orders and resolutions of the Board; a Secretary who shall keep the minutes of all meetings of the Board and of the Association and who shall in general, perform all the duties incident to the office of Secretary including, but not limited to, recording votes, keeping and affixing the corporate seal, serving notices of all meetings, keeping all current records showing the members of the Association together with their addresses, and maintaining custody of such books, papers and documents as the Board may prescribe; and a Treasurer who shall keep the financial records and books of account. The officers shall have such other duties as is prescribed by law or as determined by a Board Resolution which is not contrary to law.

B. Such officers shall serve at the will of the Board, which shall be elected at the first meeting of the Board immediately following each annual meeting of the Association. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by resolution of the Board.

C. Except as expressly provided otherwise by the corporation charter, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, limited to by-laws, adopted rules and regulations and/or the General Not-For-Profit Corporation Act, shall be vested in its Board from time to time and its officers under the direction of the Board and shall not be subject to the approval of the members. The corporate charter of the Association may include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. The directors and officers of the Association shall not be liable to the owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors and officers.

2.8 General Powers and Duties of the Board. The Board for the benefit of all the owners, shall acquire the following goods and services, do any of the following things, shall pay for such goods, services and things as a common expense as follows, and shall

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have the power to obtain the funds necessary to effectuate the foregoing by assessment, levy, lien and foreclosure of lien, to collect said assessments from any and all homeowners, all in accordance with the provisions contained in this Declaration which provide for the acquisition and payment for goods and services including but not limited to the following:

A. To maintain and otherwise manage the areas to be maintained by the homeowners association and all improvements thereon and own, maintain and otherwise manage all property acquired by the Association or which the Association agrees to maintain, including but not limited to, detention areas including grading areas and embankment areas surrounding detention areas, storm water management facilities not located in Village right of way, vegetation and brick and stone signage at the entrance, and adjacent thereto, and to maintain any signage, fencing, gates and lighting located in the areas to be maintained by the homeowners Association or in any easement. All maintenance, repairs and replacements in the areas to be maintained by the Homeowners Association shall be done in accordance with the provisions of this Declaration and the applicable requirements of the Village of Palatine.

B. To provide landscaping, gardening, snow removal and maintenance of the areas to be maintained by the Homeowners Association and of structures thereon, if any, and such furnishings and equipment for these areas as the Board shall determine are necessary and proper. The Board shall have the exclusive right to designate, employ and remove personnel necessary for the maintenance of these areas and other areas and the structures thereon. Each owner shall own and be responsible for the maintenance, repair and replacement of his home and unit and all property therein and on.

C. To provide any other materials, supplies, furnishings, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class common interest community or for the enforcement of the Declaration, By-Laws, rules and regulations or any applicable statute.

D. To discharge of mechanic's lien or other encumbrance levied against the entire property or any part thereof which may, in the opinion of the Board, constitute a valid lien against the property, rather than merely against the interest therein of a particular owner. Where one or more owners (or the occupants of his or their units) are responsible for the existence of such lien, they shall be jointly and severally liable for the cost or discharging it and any costs (including attorney's fees) incurred by the Board by reason of such lien shall be specially assessed to such owners, regardless of whether or not such lien is later determined to be false or fraudulent.

E. To adopt such reasonable rules and regulations and amendments thereto as it may deem advisable for the maintenance, operation, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the owners and occupants of the property, after a meeting of the owners called for the

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specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting of owners. No rule or regulation shall impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Written notice of the adoption of such rules and regulations shall be given to all owners.

F. To retain a professional managers for the property, if and to the extent deemed advisable by the Board. Any agreement for professional management of the property or any other contract providing for services for the Association, may not exceed a term of two (2) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days written notice.

G. To assign the Association's right to future income, including the right to receive common expense assessments. The intent of this paragraph is to avoid special assessments where possible.

H. In the event that a homeowner fails to comply with Article 5.0 then the homeowners Association shall have the right to arrange to provide service in compliance with said Article and charge the individual homeowner for the same. The homeowners Association may collect said charge in accordance with the terms of this Declaration. The homeowner hereby grants to the Homeowners Association an assignable temporary easement onto his unit for the express purpose of effecting compliance with the terms of Article 5.0 of "Covenants and restrictions as to Use and Occupancy".

I. To impose charges for late payments on an owner's proportionate share of the common expense, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws and rules and regulations of the Association. At the first meeting following the Turnover Date, the Board shall set late payment charges not to exceed 1.5% per month and reasonable fines for rule violations. The Board may in its discretion waive late fees or fines in extraordinary circumstances or in the event of administrative error.

J. Nothing hereinabove contained shall be construed to limit the powers and duties of the Board as set forth in the Not-For-Profit Corporation Act. The Declaration and the powers and duties set forth in these By-Laws shall be construed as a clarification and, where permissible, an expansion of such statutory powers and duties.

K. To obtain fidelity bond coverage for all persons who either handle or have responsibility for funds held or administered by the Association in such amounts and held in such manner as required by law or as necessary to comply with the guidelines of FNMA and FHLMC.

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L. To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the members by this Declaration, the corporate charter or the By-Laws.

M. To levy assessments for payment of any Common Expense, to collect payment by creation of lien for nonpayment, and to foreclose on liens, all in accordance with the terms and provisions contained in this Declaration.

2.9 Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the owners or the Association for any mistake of judgment or for any other act or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the owners or the Association or arising out of their status as directors or officers unless such contract or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (I) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for his gross negligence or fraud in the performance of his duties as such director or officer, or (II) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his/her duties as such directors or officers.

2.10 Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Article 4. The Association shall be further responsible for maintaining such policies of insurance against loss or damage by fire as may become necessary, and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to

