



Doc#: 1108255044 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/23/2011 02:37 PM Pg: 1 of 9

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
MAISON DU COMTE

This Amendment is made by Maison Du Comte, Inc., an Illinois corporation ("the Owner/Declarant").

The Declaration of Covenants, Conditions and Restrictions Maison Du Comte (hereinafter "Declaration") was RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON MAY 1, 2003, AS DOCUMENT NUMBER 0312145108 AFFECTING PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

MAISON DU COMTE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 01, 2003 AS DOCUMENT NUMBER 0312145106, IN COOK COUNTY, ILLINOIS.
Address: 1580 W. Algonquin Rd, Palatine, IL 60067 P.I.N 02-28-301-040-0000

WITNESSETH

Whereas, the Owner/Declarant desires to amend the Declaration Pursuant to Paragraph 11.10 of the Declaration which provides that ...“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.” and,

Whereas, the following Amendments have been adopted by the Owner/Declarant on June 1, 2009.

Now therefore the following amendments shall occur as of June 1, 2009:

1. The provisions of Paragraph 2.13 of the Declaration shall be changed to:
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 25th the day of November, 2002, as its Ordinance No. 0-213-02 including amendments thereto, if any.

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2. The provisions of Paragraph 2.16 of the Declaration shall be changed to:
2.16 Turnover Date: The date of Turnover is July 1, 2009.

3. The provisions of Paragraph 3.1 of the Declaration shall be changed to: Developer shall remove all temporary signage in Maison Du Comte of Palatine.

4. The provisions of Paragraph 3.2 of the Declaration shall be changed to: Developer shall no longer operate a temporary sales office in Maison Du Comte of Palatine

5. The provisions of Paragraph 3.4 of the Declaration shall be changed to:
3.4 Improvements to Areas Maintained by the Homeowners Association: 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.

6. The provisions of Paragraph 4.1 of the Declaration shall be changed to: Each Owner of a Unit, 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.

7. The provisions of Paragraph 5.2 c. of the Declaration shall be changed to: No unit may hereafter be used for more than one attached single-family town home residence, and no more than sixty eight (68) 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.

8. The provisions of Paragraph 5.9 of the Declaration shall be changed to: No animals of any kind shall be raised, bred or kept in 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 one (1) dog and one (1) cat in any unit. Dog(s) must be leashed and when outside must be accompanied by owner. Electronic fences are permitted so long as dogs do not violate

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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.

9. The provisions of Paragraph 5.14 of the Declaration shall be changed to: Developer rights end on 9/1/2009.

10. The provisions of Paragraph 5.15 of the Declaration shall be changed to: 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.

11. The provisions of Paragraph 5.16 of the Declaration shall be changed to: 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. Unit owner shall have a homeowners insurance policy (coverage equal or greater than the current market value of the unit) covering their unit for the building and contents. A copy of the policy must be provided to the management company for Maison Du Comte of Palatine.

12. The provisions of Paragraph 5.25 of the Declaration shall be changed to: Wood decks will all be the same natural or stain color. Color may not be changed without the consent of the Board. Decks will be properly maintained by owner and will be repaired or replaced by the owner, as necessary. In the event the owner does not properly maintain or repair/ replace the deck and stairs, after ten (10) days notice, the Association may elect to do so and assess owner for the expense thereof. Patios will be properly maintained by owner. In the event the owner does not properly maintain the patio, after ten (10) days notice, the Association may elect to do so and assess owner for the expense thereof.

13. The provisions of Paragraph 6.2 of the Declaration shall be changed to: 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 the Village Manager or his or her designee shall have the opportunity to inspect such excavation and foundation and to consult with the Board'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.

14. The provisions of Paragraph 6.5 of the Declaration shall be changed to:

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6.5 Village Maintenance: The storm sewer system shall be maintained by the Homeowners Association following completion by the Developer in accordance with the approved final engineering plans and specifications and acceptance as hereinafter provided, subject to Village approval and the right, but not the duty of the Village to enter the property for purposes of maintenance.

15. The provisions of Paragraph 7.3 a. of the Declaration shall be changed to: Care of all tree stock shall include routine maintenance. Routine maintenance for existing, proposed, and transplanted trees includes watering, pruning, fertilizing, mulching, or other remedial work as required by the Village Manager. The care shall be the responsibility of the Homeowners Association; provided that the individual homeowners shall assist in watering trees on their lots in extreme weather situations, especially to protect new plantings.

16. The provisions of Paragraph 7.4 of the Declaration shall be changed to: 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 as required. The care shall be the responsibility of the Homeowners Association; provided that the individual homeowners shall assist in watering trees on their lots in extreme weather situations, especially to protect new plantings.

17. The provisions of Paragraph 9.1 of the Declaration shall be changed to: 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 Board within thirty (30) days after submission of such plans and specifications; (3) any exterior alteration is subject to the Village codes and ordinances and also subject to the development ordinances of this project, and permits may need to be obtained from the Village of Palatine. In no event shall any exterior alterations to any building be made without the consent of the Board and seventy-five percent (75%) of the unit owners in Maison Du Comte of Palatine, voting in person or by proxy, at a meeting called to discuss these exterior alterations. This provision applies to 1568 W. Rue James Place, only after a certificate of occupancy has been issued by the Village of Palatine, and does not apply to any construction which occurred prior to the issuance of the certificate of occupancy.

Unit #11 Special Requirements: The owner of 1568 Rue St. James Place (not the Maison Du Comte Homeowners Association) is responsible for cost of maintaining and repairing the roof top deck, and that portion of the roof that surrounds the deck as a shroud. Flammable materials may not be used on the roof top deck except as may be required for maintenance and upkeep nor may they be stored on the roof top deck. The Village of Palatine has the right to inspect the deck.

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18. The provisions of Paragraph 9.2 of the Declaration shall be changed to: 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, 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 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.

19. The provisions of Paragraph 9.5 c. of the Declaration shall be changed to: This paragraph is deleted as of the turnover date.

20. The provisions of Paragraph 11.2 of the Declaration shall be changed to: The maximum allowable statutory interest not to exceed 18% per annum.

21. The provisions of Paragraph 11.2 of the Declaration, in the last two sentences of the initial paragraph, shall be changed to:

11.2 Rights of the Village of Palatine: Further, the Village of Palatine shall have the unconditional right, but not the duty to enter upon the Property for the purpose of furnishing municipal or emergency 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.

22. The provisions of Paragraph 11.5 of the Declaration shall be changed to: 11.5 Maintenance by the Village: The Village of Palatine is hereby authorized, and shall have the unconditional right, but not the duty to enter upon the Property for the purpose of providing 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.

23. The provisions of Paragraph 11.10 of the Declaration shall be changed to: Board reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplemental or amendment thereto. Notwithstanding any of the foregoing the Board may not record a Special Amendment which in any manner diminishes the duties and obligations of the Board, unit owners, or which impacts, reduces or changes in any way the rights of the Village of Palatine under this Declaration 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.

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24. The provisions of Paragraph 11.17 of the Declaration shall be changed to: Developer rights are terminated.

25. The provisions of Paragraph 11.18 of the Declaration shall be changed to: Developer rights are terminated and as of Turnover, Developer shall pay assessments on unit(s) it owns.

26. The provisions of Paragraph 11.19 of the Declaration shall be changed to: Developer rights are terminated.

In reference to the Maison Du Comte By Laws:

1. The provisions of Paragraph 2.2 of the By Laws shall be changed to: Maison Du Comte Homeowners Association (hereinafter referred to as the "Association"), acting through a seven (7) person Board or such number as may be determined by subsequent 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 seven-member board is available. The Association shall not engage in or be deemed to be engaged in any business of any kind. Every owner shall be a member therein, 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. The provisions of Paragraph 2.6 A. i. of the By Laws shall be changed to: The Board of Directors shall consist of seven (7) members. Board members may succeed themselves in office. At the first annual meeting following adoption of this Amendment (meeting of June of 2011), the four (4) candidates for Board member receiving the greatest number of votes shall hold office for a term of two years and the three (3) candidates for Board member receiving the next greatest number of votes shall hold office for a term of one (1) year. Thereafter, all Board members shall be elected for two (2) year terms.

3. The provisions of Paragraph 2.6 A. ii. of the By Laws shall be changed to: 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.

4. The provisions of Paragraph 2.6 G. iii. of the By Laws shall be changed to: Developer rights are terminated.

5. The provisions of Paragraph 2.6 G. v. of the By Laws shall be changed to: Developer rights are terminated.

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6. The provisions of Paragraph 2.8 I. of the By Laws shall be changed to: At the first meeting following the Turnover Date, the Board shall set late payment charges of 1.5% per month and reasonable fines for rule violations. The Board reserves the right to modify the late payment charges percentage rate and/or to assess late payment fees.

These Amendments shall be effective as of June 1, 2009.

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In witness whereof, Maison Du Comte, Inc. has caused its name and corporate seal to be affixed to these presents this date, 03/30/10.

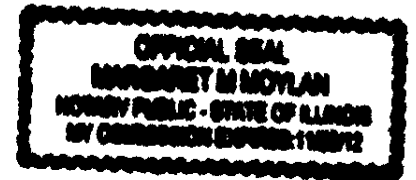
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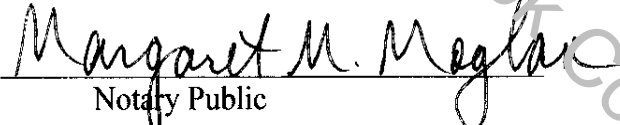
MAISON DU COMTE, INC., an Illinois Corporation

BY: 
 RUSSELL MCELWAIN, it's President

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Under Oath, subscribed and sworn to and affirmed before me on this 30th day of March 2010





Notary Public

Prepared by:

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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF MAISON DU COMTE AGREED TO AND RATIFIED:

MAISON DU COMTE HOMEOWNERS ASSOCIATION

BY: [Signature]
President of the Board

Attest: [Signature]
Secretary

Under Oath, subscribed and sworn to and affirmed before me on this 22 day of march 2011

[Signature]
Notary Public



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