

UNOFFICIAL COPY



1921145084

This document was prepared by,
and after recording, return to:

F. Kevin Murnighan, Esq.
Carey White Boland
Murnighan & Murray, LLC
33 W. Jackson Blvd., Suite 500
Chicago, IL 60604

Doc# 1921145084 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/30/2019 04:14 PM PG: 1 OF 1

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF THE COLONNADES HOMEOWNERS
ASSOCIATION**

This First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of the Colonnades Homeowners Association, as Amended and Restated (this "Amendment") is made and entered into effectively as of July 1, 2019.

The Colonnades Homeowners Association ("Association") Board of Directors administers the property located in Northbrook, Illinois and legally described on Exhibit "A" attached hereto, pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions of the Colonnades Homeowners Association, as Amended and Restated, dated June 7, 2011 which was recorded with the Recorder of Cook County on June 30, 2011 as document #1118122070 ("Declaration").

Pursuant to Article III, Section 2 b. of the Declaration, the Board of Directors and at least two-third (2/3) of the total the unit Owners desire to amend the Declaration to provide as hereinafter set forth.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Membership and Voting. Article III, Section 2 b. of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

2.b. The provisions of this Declaration may be changed, modified or rescinded only by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and containing an affidavit signed by the Secretary or other appropriate officer of the Board certifying that the Owners having at least two-thirds (2/3) of the total votes have approved such amendment at a meeting of Owners duly called for such purpose. Notwithstanding the foregoing, changes to Rules and Regulations, Article V of this Declaration, may be made by the Board of Directors. (Please see Article III, Section 3.b, below.)

2. Landscaping and Lawns. Article IV, Section 2 b. of the Declaration is hereby deleted in its entirety and the following two Sections, b. and c., are substituted in lieu thereof:

2 b. The Association will be responsible for maintenance, removal, replacement, or addition of all trees located on front lawns of unit owners. Unit owners will continue to be

S
P
S
M
SC
E
INT

UNOFFICIAL COPY

responsible for shrubs, bushes and other plantings immediately in front of buildings.

2.c. Such service will not include lawn sprinkling or watering of evergreens or shrubs, on individual Lots, nor care of Owners' private patios, except for weekly blow-off and mowing of grass, and spring and fall clean-up.

3. Landscaping. Article IV, Section 12 b. of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof: (p. 8)

12 b. The Owner or Occupant of each Unit shall be responsible for the replacement of his/her lawn, shrubbery, evergreens or plantings that die. Any such replacement must be in kind, unless a change has been permitted by the Board.

4. Subordination to Mortgage. In Article IX, Section 5, the following is hereby inserted prior to the first sentence:

Subject to applicable Illinois law indicating otherwise,

5. Rules and Regulations. Updated Rules and Regulations, as amended and approved by the Board, are attached hereto as Appendix II. Current fines and penalties are attached hereto as Appendix III.

6. Inconsistencies. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms. Any inconsistencies between the declaration and this Amendment shall be resolved in favor of the provisions contained in this Amendment.

IN WITNESS WHEREOF, pursuant to the written consent of two-thirds of the Owners of the Association, signed and acknowledged by said Owners as set forth in Appendix I attached hereto, this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions is executed effective as of July 1, 2019 The Colonnades Homeowners' Association.

By: Shelley Frame
Its: President

STATE OF ILLINOIS) SS
COUNTY OF COOK)

Shelley Frame

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of The Colonnades Homeowners' Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24 day of July, 2019.

Ritesh Kumar Rathod



Shelley Frame

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

The Colonnades Unit No. 1, being Irvin A. Blietz' Resubdivision in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois;

Also The Colonnades Unit No. 2, being Irvin A. Blietz' Resubdivision in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois; and

Also The Colonnades Unit No. 3, being Irvin A. Blietz' Resubdivision of Lots 13, 14 and part of 15 in Block 1 of Hughes-Brown-Moore Corp's "Collinswood," being a Subdivision of part of the Northeast $\frac{1}{4}$ and part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

UNOFFICIAL COPY

APPENDIX I

We, the undersigned, constituting at least two-thirds of the Owners of the Association, affixing our names and addresses to this instrument, do hereby certify that we are the Owners and voting members at the Colonnades Homeowners Association, an Illinois not-for-profit corporation, and that we are desirous of subjecting this property to all the conditions, restrictions and easements as set forth in this First Amendment to the Declaration dated effective as of July 1, 2019.

NAME

ADDRESS

<u>Nestling</u>	<u>721 York Ct.</u>
<u>Margie Blake</u>	<u>733 Lexington Ct.</u>
<u>Megan Walls</u>	<u>732 York Ct.</u>
<u>Loraine Dickerson</u>	<u>714 Raleigh Ct.</u>
<u>Magdalena DOBES</u>	<u>706 Gregg Rd</u>
<u>Lucie Bruck</u>	<u>720 York Ct</u>
<u>Katie Collins</u>	<u>711 Lexington</u>
<u>Shelley Fram</u>	<u>722 York Ct</u>
<u>J. Dyl</u>	<u>730 Lexington</u>
<u>Andzejus Misevic</u>	<u>737 Lexington Ct.</u>
<u>Wanda Kunk</u>	<u>717 York Ct.</u>

UNOFFICIAL COPY

NAME

ADDRESS

~~Michael A. Smith~~
Michael A. Smith

712 YORK Ct. NORTHBROOK, IL

~~[Signature]~~

714 York Court

C.A.P.

723 York COURT.

Karen Johnson

735 York Ct.

Beverly Kriss

733 York Ct.

[Signature]

716 York Ct

Gemine Stewart

734 York Court

Barbara O'Brien

738 York Ct

Hillary Robinson

739 YORK Ct.

Laura Schutte

737 York Ct.

Richter

735 Lexington Ct.

Ernie Shy

728 Lexington Ct.

Dawn Verne

732 Lexington Ct

Patricia Meyer

710 Gregg Rd

UNOFFICIAL COPY

NAME	ADDRESS
Donald Field	724 Raleigh
Yoni Min	719 York Ct.
Ami Zoyan	736 York Ct
Esther Pagan (Norm)	734 Lexington Ct
Sevim Arslan	721 Lexington Ct
Ar Ar	719 Lexington Ct.
Ann Martin	705 Lexington
Sam Stacey	708 Lexington
Mary Grand	815 Colonnades
Sam Rosyth	812 Midway Rd.
C. W. W. W.	811 Colonnade Dr.
J. W.	814 Colonnades Dr.
J. W.	718 York Ct.
Becky Karabic	715 York Ct.

UNOFFICIAL COPY

APPENDIX II

RULES AND REGULATIONS

(Attached hereto)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

APPENDIX II

ARTICLE V

Rules and Regulations Effective as of July 1, 2019

1. If an Owner or Occupant is believed to be in violation of these rules and regulations, the Board will notify the Owner in writing. The Owner or Occupant will have the right to present an explanation and evidence, and the Board will determine if a fine should be levied.

2. Architecture.

a. NO INDIVIDUAL BOARD MEMBER, OFFICER OR COMMITTEE CHAIR MAY ALLOW OR AUTHORIZE VARIATIONS.

b. No architectural changes or additions, including selection of garage and front & storm doors, may be made to any Unit or Building. *Exceptions may be made for owner's who receive prior approval for changes to front and storm doors that are slightly different.* No Owner shall install exterior storm sashes, storm doors, canopies or awning of any kind on any Unit or build enclosures for the front or patio entrances unless the Owner has submitted a plan in writing to the Board and received approval.

c. Masts or satellite dishes for transmitting or receiving messages, or for radio or television, shall be permitted on the roof of any building in a location that provides the best reception. Subject to the prior approval of the Board for size and location, if such a mast or dish is installed, it is preferable that it be attached to the back wall of the Unit so that the integrity of the roof is not jeopardized and must be 39 inches or less in diameter.

d. Air conditioners moved from the attic to the patio must have the attic-to-patio line covered or concealed.

e. Architectural Violations are subject to a fine of \$250.00 and must be brought into conformity at the earliest possible time, not to exceed six months, after a decision by the Board and notice to the Owner.

f. Please refer also to Article IV, Maintenance, Owner and Co-Owner responsibilities.

3. Fences.

a. No patio fence may be erected unless approved by the Board upon a request submitted in writing by an Owner. Rear areas of patios may be open (fence-less), but sides of end units must have a fence separating it from the common area, if adjoining an alley or street.

b. If a patio is completely fenced in, there must be an unlocked gate to provide for emergency ingress and egress.

UNOFFICIAL COPY

4. Fire and Other Hazards.

a. In the event of damage to a Unit or Units by fire or other hazards, said Unit or Units shall be restored by the Owner or Owners thereof to substantially the same condition and design in which they existed prior to the fire or other damage, with the same type of materials as previously used and with the same vertical and horizontal boundaries as before, and at the earliest possible time. If the Owner(s) fail to do so, the Association may do such construction as deemed necessary and, if the cost thereof is not repaid by such Owner(s) or the Owner(s)' insurance company, such amount shall be assessed against the Owner(s) and constitute a lien on the Unit(s).

b. For each Owner's self-interest and as an obligation to adjacent Owners, it shall be mandatory for the Owner of each Unit to install a smoke/fire alarm system that can be heard outside their building or monitored by a certified alarm company and to provide access to the Unit for an inspection every odd year. Failure to comply within 30 days will cause that Owner to be fined \$100.00 per month if the system has not been inspected or repaired if necessary.

c. The Village of Northbrook requires all outdoor fires meet the requirements of the 2006 International Fire Code. Portable, approved fire pits must be a minimum of 25 feet from combustibles (including decks and fences) and buildings. Only cut, natural wood shall be burned. Fire pits without chimneys must be fully enclosed to keep in large sparks. ***It is unlikely that fire pits used in the Conionades conform to these requirements.***

5. Insurance.

a. It shall be mandatory for the Owner of each Unit to insure his/her Unit for an amount equivalent to 100% of the replacement value of the Unit, and a copy of the declaration page of such homeowner's insurance policy shall be deposited with the Insurance Chairman of the Association within 30 days of the renewal date. If the Owner fails to do so, the Association shall have the right, but not the obligation, to purchase such insurance and assess the Owner of the Unit for the cost; and if the cost thereof is not repaid by the Owner, such amount shall become a lien on the Unit.

b. Homeowner's insurance must be purchased; condominium or renters insurance are not acceptable.

6. Landscaping.

a. NO INDIVIDUAL BOARD MEMBER, OFFICER OR COMMITTEE CHAIR MAY ALLOW OR AUTHORIZE VARIATIONS.

b. No plants or seeds harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained on any part of a Unit or a common area.

c. No in-ground flowers permitted on front lawns. Up to 2 containers allowed in front of units.

UNOFFICIAL COPY

d. Violations are subject to a fine of \$250.00 and must be brought into conformity at the earliest possible time, not to exceed six months, after a decision by the Board.

e. Please refer also to Article IV, Maintenance, Owner and Co-Owner responsibilities.

7. Land Use

a. Each Unit in the Colonnades shall be used exclusively as a private single family residence of the Owner or Occupant and shall at all times be in compliance with current ordinances of the Village of Northbrook and other applicable laws. Each Owner shall be assessed, and shall pay, the real estate taxes allocated to his/her Unit.

b. No "For Sale" or "For Rent" signs, advertising or political signs are permitted on lawns or in windows.

c. No activity which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to other Owners or Occupants or may interfere with the use and enjoyment of the other Owners or Occupants of their Units or the Common Property shall be allowed and the Board may take such action as is necessary to prevent the continuance of any such activity.

8. Parking.

a. Owners shall first use their garages (and driveways) for parking of motor vehicles. Permits are required for overnight parking in a Colonnades-only common Parking Area. Parking permits assigned to Owners and Occupants are to be displayed on rear-view mirrors of all vehicles using a Colonnades-only common Parking Area. This permission is not to be construed as permitting permanent parking. Owners, Occupants or their invitees using their permits will be limited to 30 days parking in a Colonnades-only common Parking Area.

b. The use of any driveway or Parking Area as a habitual parking space for commercial vehicles is prohibited. A commercial vehicle is any vehicle with signage and/or commercial or truck license plates.

c. There shall be no boats, campers, trailers or any vehicles weighing more than 5,000 pounds parked in driveways or a Parking Area.

d. Overnight parking on Private Streets, i.e., Raleigh Court, Lexington Court and York Court, and overnight parking on Colonnades between Lexington and York, is prohibited.

e. Overnight parking is permitted on Colonnades between Raleigh and Lexington.

UNOFFICIAL COPY

f. Parking is prohibited in a Parking Area upon (i) the occurrence of a “Snow Event” which is defined as a continuous snowfall in excess of two inches triggering snowplowing and (ii) the presence of snow in a Parking Area accumulated as a result of a Snow Event.

g. Violations of this section will be subject to a \$75.00 fine per day. Appendix III (Summary of Fines and Penalties), Section 6 (Parking) attached to the Declaration of Covenants, Conditions, Easements and Restrictions of the Colonnades Homeowners Association, as Amended and Restated, is hereby amended to reflect this fine instead of towing.

9. Pets

a. There shall be a limit of one dog per household.

b. There shall be a limit of two cats per household.

c. The Board reserves the right to adopt additional rules and regulations governing the keeping of domestic dogs, cats or other common household pets (which do not include pigs, livestock, poultry and reptiles) calculated to prevent such pet or pets from becoming a nuisance to other Owners or Occupants. “Nuisance” for the purposes of this section, is defined as that which, by the existence or action of any household pet, causes annoyance or damage to other Owners or Occupants or to their Unit or other property.

d. Household pets must be restrained by leash (Northbrook leash laws also apply) whenever they are outside any Unit in the Colonnades or outside the private patio of the Owner or Occupant.

e. Pet Owners are responsible for immediately picking up after their pets and following all ordinances of Northbrook related to pets.

f. Complaints against Colonnades homeowners who repeatedly violate these regulations shall cause action to be taken by the Board. Failure to comply with this Section shall result in a fine of \$25.00 per day after the date of notification or Board review of an Owner’s appeal. Appendix III (Summary of Fines and Penalties), Section 9 (Pets) attached to the Declaration of Covenants, Conditions, Easements and Restrictions of the Colonnades Homeowners Association, as Amended and Restated, is hereby amended to reflect that this fine is applicable to all violations of Section 9

10. Solicitation. There shall be no solicitation for donations of Colonnades residents by Colonnades residents.

UNOFFICIAL COPY

APPENDIX III

FINES AND PENALTIES

(Attached hereto)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

APPENDIX III

Summary of Fines and Penalties effective as of July 1, 2019

1. Assessments \$100.00 per month for each month of unpaid assessment
Article III, 5b.
2. Architecture \$250.00 fine and bring into conformity
Article V, 2e
3. Alarm System \$100.00 per month for each month of non-compliance
Article V, 4b.
4. Insurance Association will purchase insurance and charge the Owner
Article V, 5
5. Landscaping \$250.00 fine and bring into conformity
Article V, 6d
6. Parking \$75.00 fine per day
Article V, 8g
7. Pets \$25.00 per day
Article V, 8f
8. Failure to Maintain Association will have work done and charge the Owner
Article IX, 1
9. Failure to Pay Interest and Lien
Article IX, 2