



P1011.001 jcv/km 04/15/10 4th

Doc#: 1013429031 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/14/2010 11:54 AM Pg: 1 of 11

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE
SHENANDOAH RIDGE
TOWNHOME ASSOCIATION**

This Fourth Amendment to the Declaration of Covenants and Restrictions for the Shenandoah Ridge Townhome Association (hereinafter referred to as "First Amendment") is made and entered into this 5TH day of MAY, 2010.

WHEREAS, there has heretofore been recorded a plat of subdivision for Shenandoah Ridge Townhome Association, which plat was recorded in the office of the Recorder of Deeds, Cook County, Illinois on December 29, 1994 as Document Number 04082554.

WHEREAS, there is heretofore been recorded a Declaration of Covenants and Restrictions for the Shenandoah Ridge Townhome Association (hereinafter referred to as "Declaration") which Declaration was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on March 23, 1995 as Document Number 95196655.

WHEREAS, there subsequently was recorded at the former developer's direction a First Amendment to the Declaration which First Amendment was recorded with the Recorder of Deeds, Cook County, Illinois on October 2, 1995 as Document Number 95665391.

WHEREAS, there subsequently was recorded a First Amendment to the Declaration (which was inadvertently named The First Amendment due to the lack of the awareness of the previously developer recorded First Amendment). This latter amendment being recorded with the Recorder of Deeds, Cook County, Illinois on December 4, 1998 as Document Number 08097258.

WHEREAS, there subsequently was recorded a Second Amendment to the Declaration which Second Amendment was recorded with the Recorder of Deeds, Cook County, Illinois on May 30, 2007 as Document Number 0715046014.

This Document Prepared By and Return To:
John C. Voorn
Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.
10759 West 159th Street
Suite 201
Orland Park, Illinois 60467
(708) 403-5050

Common Address:
Shenandoah Drive and Wolf Road
Orland Park, Illinois 60467
PINs: See Exhibit "A"

RECORDING FEE 56
DATE 5/14/10 COPIES 6x
OK BY AE

11 ps

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WHEREAS, the Shenandoah Ridge Townhome Development is governed by the Board of Directors of the Shenandoah Ridge Townhome Association (an Illinois not-for-profit corporation) (hereinafter "Association").

WHEREAS, the townhome owners are all members of the Association.

WHEREAS, the Declaration contains an Article XIV providing for amendments to the Declaration and Article XIV, Section 3 provides as follows:

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to (sic) benefit of and be enforceable by the Association, or the Owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. ***The covenants and restrictions of this Declaration may be amended during the first three (3) year period by an instrument signed by not less than ninety (90%) percent of the unit Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the unit Owners. Any amendment must be properly recorded. Emphasis Added***

WHEREAS, the Board of Directors and the townhome owners have determined that an amendment to the Declaration is necessary in order to make selective amendments on the previously recorded documents and also to facilitate an easier amendment process in the future.

WHEREAS, the Board and in excess of seventy-five percent (75%) of the townhome owners with one (1) vote per townhome have voted in favor of this Fourth Amendment by affixing their signatures hereto.

NOW THEREFORE, Declaration Article XIV, Section 3 as set forth above is deleted in its entirety and the following is substituted in its place:

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns. The owners may modify, amend or supplement in whole or in part any or all of the covenants, conditions and restrictions contained in this Declaration. Any such modification, amendment or supplement may be made effective upon the approval of owners for at least seventy-five percent (75%) of the townhome

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units. Such approval may be evidenced (1) at a duly called meeting of the owners in which in excess of seventy-five percent (75%) of the owners present in person or by proxy vote in favor of the amendment or (2) by a written instrument signed and acknowledged by in excess of seventy-five percent (75%) of the owners for the lots. Each lot shall have one (1) vote in accord with the terms of the Declaration and Bylaws. The Secretary of the Association or other officer shall attach to the Amendment their certification that the requisite approval of the owners was secured. The amendment shall be effective upon its recording with the Office of the Recorder of Deeds, Cook County, Illinois.

WHEREAS, the Second Amendment amended Declaration Article VIII, Section 8 relative to "Covenants for Maintenance Assessments" as follows:

Section 8. ***Effect of Non-Payment of Assessments: Remedies of the Association.*** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date a fee equal to 11% (eleven percent) of the unpaid assessment shall be imposed upon the owner. An additional 11% of any unpaid amount shall be assessed for each 15 day period thereafter. Thus, by way of example, the following represents the late fees imposed upon a \$135.00 assessment:

<i>Amount of Assessment:</i>	\$135.00
15 days late (11%)	<u>14.85</u>
Total	\$139.85
30 days late (11%)	<u>15.38</u>
Total	\$155.23
45-days late (11%)	<u>17.08</u>
Total	\$172.31

Said 11% late charge shall continue to be imposed as above for each 15-day period thereafter until payment is received by the Association.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit. A collection agent may be designated by the Board of Directors who is also the mortgagee (or its servicing agent) of the Owner's mortgage on his unit, and the mortgage may be declared in default in the event such assessment shall become delinquent and is not paid within thirty (30) days after the delinquency date, it being understood and agreed that the non-payment of such

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assessment materially affects and jeopardizes the value and security of the unit so mortgaged.

NOW THEREFORE, Section 8 as set forth in Declaration Article VIII, as amended in the Second Amendment is hereby deleted in its entirety and the following is substituted in its place:

Section 8. **Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date a late charge (the amount to be specified in the Rules and Regulations of the Association) shall be imposed upon the owner. The Association may bring an action at law against the owner personally obligated to pay the same, and record against the townhome unit a lien and foreclose that lien or seek possession of the townhome unit pursuant to Article IX of the Illinois Code of Civil Procedure. The townhome development is a common interest community as defined in 735 ILCS 5/9-102(c) and has the right to avail itself of the procedure set forth in 5/9-102(a)(5) to collect its delinquent assessments. The costs and reasonable attorneys' fees and managing agent's fees attributable to the collection of the delinquent assessments shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his unit. A collection agent may be designated by the Board of Directors who is also the mortgagee (or its servicing agent) of the owners mortgage on his unit and the mortgage may be declared in default in the event said such assessments shall become delinquent and is not paid within thirty (30) days after the due date, it being understood and agreed that the non-payment of such assessments materially affects and jeopardizes the value and security of the units so mortgaged. All remedies for collecting delinquent assessments permitted by Illinois law shall be available to the Association.

The policy set forth in this Article VIII, Section 8 is determined to be a new association policy governing assessment collection procedures from and after the date of recording of this Amendment.

NOW THEREFORE, the purported First Amendment to the Declaration referred to above which was recorded on December 4, 1998 as Document Number 08097258 shall henceforth be known as the Second Amendment.

NOW THEREFORE, the Second Amendment heretofore referred to and to which was recorded on May 30, 2007 as Document Number 071504614 will henceforth be referred to as the Third Amendment.

Except for the above-described provisions of the Declaration and prior amendments amended hereby, all other provisions of said Declaration and prior recorded amendments are hereby confirmed and ratified.

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This Fourth Amendment shall be effective upon the date of its recording with the Recorder of Deeds, Cook County, Illinois.

APPROVAL OF THE BOARD OF DIRECTORS OF THE SHENANDOAH RIDGE TOWNHOME ASSOCIATION

Mary Bratsos

Mary Bratsos, President

Carole Harmon

Carole Harmon, Secretary

Ronald Longawa

Ronald Longawa, Treasurer

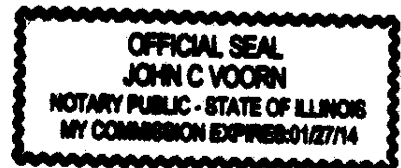
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

JOHN C. VOORN, Notary Public in and for said county in the State aforesaid, does hereby certify that Mary Bratsos, President, Carole Harmon, Secretary and Ronald Longawa, Treasurer, being all of the members of the Board of Directors of the Shenandoah Ridge Townhome Association, an Illinois not-for-profit corporation, personally known to be the same persons whose name is subscribed to this instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5TH day of MAY, 2010.

My Commission Expires: JANUARY 27, 2014 *John C. Voorn*



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CERTIFICATION BY SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

Carole Harmon being first duly sworn on oath deposes and states that she is the Secretary of the Shenandoah Ridge Townhome Association, an Illinois not-for-profit corporation, and that she hereby certifies that townhome owners having in excess of seventy-five percent (75%) of the total votes in the Association have approved the above and foregoing Fourth Amendment to the Declaration of Covenants and Restrictions for the Shenandoah Ridge Townhome Association, said approval being evidenced on the attached Exhibit C.

Carole Harmon

Carole Harmon

Subscribed and sworn to before me this 5TH day of
MAY, 2010.

[Signature]

Notary Public



N:\VOORN\shenandoah ridge amendment 03-23-10

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EXHIBIT "A"

Legal Description:

Lots 1 through 30 inclusive in Shenandoah Ridge, Orland Park, Illinois, being a subdivision of part of the West half of the Southwest Quarter of Section 17, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "B"**

LOT NUMBER	PIN
1	27-17-307-001
2	27-17-307-002
3	27-17-307-003
4	27-17-307-004
5	27-17-307-005
6	27-17-307-006
7	27-17-307-007
8	27-17-307-008
9	27-17-307-009
10	27-17-307-010
11	27-17-307-011
12	27-17-307-012
13	27-17-307-013
14	27-17-307-014
15	27-17-307-015
16	27-17-307-016
17	27-17-307-017
18	27-17-307-018
19	27-17-308-001
20	27-17-308-002
21	27-17-308-003
22	27-17-308-004
23	27-17-308-005
24	27-17-308-006

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<i>LOT NUMBER</i>	<i>PIN</i>
25	27-17-308-007
26	27-17-308-008
27	27-17-308-009
28	27-17-308-010
29	27-17-307-019
30	27-17-307-011

Property of Cook County Clerk's Office

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EXHIBIT "C"

ADDRESS	SIGNATURE
15644 Shenandoah Drive Orland Park, Illinois 60467	<i>Luis Smayac</i>
15638 Shenandoah Drive Orland Park, Illinois 60467	<i>Juana M. Mungton</i>
15634 Shenandoah Drive Orland Park, Illinois 60467	
15630 Shenandoah Drive Orland Park, Illinois 60467	
15622 Shenandoah Drive Orland Park, Illinois 60467	<i>Marilyn Cunningham</i>
15618 Shenandoah Drive Orland Park, Illinois 60467	<i>Charles Daniels</i>
15614 Shenandoah Drive Orland Park, Illinois 60467	<i>MA</i>
15610 Shenandoah Drive Orland Park, Illinois 60467	<i>Beverly J. Flesch</i>
15606 Shenandoah Drive Orland Park, Illinois 60467	
11150 Shenandoah Drive Orland Park, Illinois 60467	<i>Janice & Candee</i>
11146 Shenandoah Drive Orland Park, Illinois 60467	<i>Ed Felt</i>
11142 Shenandoah Drive Orland Park, Illinois 60467	<i>Glenn Kirby</i>
11138 Shenandoah Drive Orland Park, Illinois 60467	<i>Mary Bratsos</i>
11130 Shenandoah Drive Orland Park, Illinois 60467	<i>James E. DuLande</i>
11126 Shenandoah Drive Orland Park, Illinois 60467	<i>Chris</i>

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ADDRESS	SIGNATURE
11122 Shenandoah Drive Orland Park, Illinois 60467	<i>Carol E. Harmon</i>
11118 Shenandoah Drive Orland Park, Illinois 60467	<i>Wayne H. Lye</i>
11114 Shenandoah Drive Orland Park, Illinois 60467	<i>Ronald C. Longawa</i>
11123 Shenandoah Drive Orland Park, Illinois 60467	<i>Linnette G. McMinick</i>
11127 Shenandoah Drive Orland Park, Illinois 60467	<i>James D. O'Malley</i>
11131 Shenandoah Drive Orland Park, Illinois 60467	<i>Mary Ann Wass</i>
11135 Shenandoah Drive Orland Park, Illinois 60467	<i>Armand Bonagura</i>
15625 Shenandoah Drive Orland Park, Illinois 60467	<i>Mal Kenn</i>
15629 Shenandoah Drive Orland Park, Illinois 60467	<i>W. J. J. J.</i>
15633 Shenandoah Drive Orland Park, Illinois 60467	
15637 Shenandoah Drive Orland Park, Illinois 60467	
15641 Shenandoah Drive Orland Park, Illinois 60467	
15645 Shenandoah Drive Orland Park, Illinois 60467	<i>Patricia A. Johnston</i>
Common Area Lot Orland Park, Illinois 60467	
Common Area Lot Orland Park, Illinois 60467	