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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/03/2018 11:13 AM PG: 1 OF 5

**FIFTH AMENDMENT TO  
DECLARATION OF  
COVENANTS AND  
RESTRICTIONS FOR THE  
LAKE KATHERINE  
TOWNHOME ASSOCIATION**

This FIFTH AMENDMENT is made on the date hereinafter set forth by the LAKE KATHERINE TOWNHOME ASSOCIATION, an Illinois not-for-profit corporation, hereinafter referred to as the "Association":

By a vote of more than seventy-five percent (75%) of the owners of LAKE KATHERINE TOWNHOMES at a duly convened meeting of the owners, held on May 19, 2018, the following FIFTH AMENDMENT to the Declaration of Covenants and Restrictions for the LAKE KATHERINE TOWNHOME ASSOCIATION has been adopted as an Amendment to the Declaration of Covenants and Restrictions for the LAKE KATHERINE TOWNHOME ASSOCIATION dated November 15, 1990 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 26, 1990 as Document Number 90573807.

WHEREAS, the Declaration of Covenants and Restrictions for the LAKE KATHERINE TOWNHOME ASSOCIATION ("Declaration") was recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 26, 1990 as Document Number 90573807 relating to the following legally described property:

LOTS ONE THROUGH NINE (1-9) IN LAKE KATHERINE TOWNHOMES, A PLANNED UNIT DEVELOPMENT, BEING A RESUBDIVISION OF PART OF LOT 2 AND PART OF 76<sup>TH</sup> AVENUE IN THE PALOS MEDICAL SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs:	23-24-300-184	23-24-300-225	23-24-300-316
	23-24-300-185	23-24-300-226	23-24-300-317
	23-24-300-186	23-24-300-227	23-24-300-318

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23-24-300-187	23-24-300-228	23-24-300-319
23-24-300-188	23-24-300-305	23-24-300-320
23-24-300-189	23-24-300-306	23-24-300-321
23-24-300-190	23-24-300-307	23-24-300-322
23-24-300-191	23-24-300-308	23-24-300-323
23-24-300-192	23-24-300-309	23-24-300-324
23-24-300-193	23-24-300-310	23-24-300-325
23-24-300-194	23-24-300-311	23-24-300-326
23-24-300-195	23-24-300-312	23-24-300-327
23-24-300-196	23-24-300-313	23-24-300-328
23-24-300-197	23-24-300-315	23-24-300-329

**WHEREAS**, the Association has determined that an amendment to the Declaration will benefit the general welfare of the members of the Association; and

**WHEREAS**, Article XIV, Section 3 of the Declaration of Covenants and Restrictions for **LAKE KATHERINE TOWNHOME ASSOCIATION** provides for amendments to said Declaration.

**WHEREAS**, the Association has approved the following amendment to said Declaration; notice of this amendment having been signed and acknowledged by the President and Secretary of the Association while certifying that at least seventy five percent (75%) of the Unit Owners have approved such amendment at the meeting of such Unit Owners as required.

**NOW THEREFORE**, the following shall be considered an amendment to the Declaration:

**Article VII, Section 8** is hereby amended as follows:

**Article VII, Section 8** as presently stated in the Declaration and as amended by the **THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LAKE KATHERINE TOWNHOME ASSOCIATION**, recorded in the office of the Recorder of Deeds of Cook County, Illinois on June 16, 2005 as Document Number 0516708025, is hereby rescinded and deleted in its entirety, being replaced by the following new Article VII, Section 8 as follows:

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## ARTICLE VII

### COVENANTS FOR MAINTENANCE ASSESSMENTS

#### Section 8: Effect of Non-payment of Assessments: Remedies of the Association.

Assessments are due on the first day of the month. 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, there shall be assessed a late charge of twenty-five dollars (\$ 25.00). Late fees for a second consecutive monthly delinquency beyond fifteen (15) days of the due date shall increase to fifty dollars (\$ 50.00). After a third consecutive monthly delinquency beyond fifteen (15) days of the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, bring an action under the Forcible Entry and Detainer Act, or foreclose the lien against the property. Late charges, costs and reasonable attorney's 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 collecting 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 assessment materially affects and jeopardizes the value and security of the unit so mortgaged.


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IN WITNESS WHEREOF, LAKE KATHERINE TOWNHOME ASSOCIATION has caused its name to be signed hereto by its duly authorized officers this 23rd day of October, 2018.

LAKE KATHERINE TOWNHOME ASSOCIATION,  
An Illinois Not-For-Profit Corporation

By:   
\_\_\_\_\_  
President

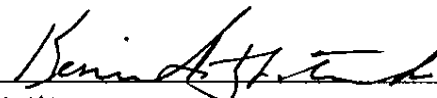
ATTEST:

By:   
\_\_\_\_\_  
Secretary

Prepared by:  
Scott L. Ladewig  
Ladewig and Ladewig, P.C.  
5600 W. 127th Street  
Crestwood, Illinois 60418

### CERTIFICATE OF SECRETARY AS TO ADOPTION

The undersigned, being the duly elected Secretary of Lake Katherine Townhome Association, certifies that, at a duly convened meeting of the Owners of Lake Katherine Townhome Association, the above Fifth Amendment to the Declaration of Covenants and Restrictions for Lake Katherine Townhome Association was adopted by affirmative vote of at least seventy-five percent (75%) of the Owners.

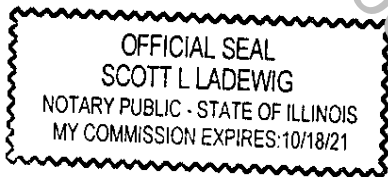
  
\_\_\_\_\_  
Secretary

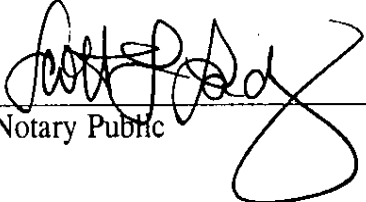
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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, SCOTT L. LADEWIG, a Notary Public in and for the State and County aforesaid, do hereby certify that PAUL KUBIK, as President of Lake Katherine Townhome Association, and KEVIN FITZPATRICK, as Secretary of Lake Katherine Townhome Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Lake Katherine Townhome Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23RD day of OCTOBER, 2018.



  
\_\_\_\_\_  
Notary Public