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THIS DOCUMENT PREPARED BY

Trinity Creeks Community Association Board of Directors
Willie Johnson, Victoria Hill, Kevin Richard, Patrick Peterson, Melody Seaton

Trinity Creeks Community Association
P.O. Box 2117
Matteson, IL 60443



AFTER RECORDING RETURN TO

Trinity Creeks Community Association
P.O. Box 2117
Matteson, IL 60443

Doc# 2416308010 Fee \$176.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
DATE: 6/11/2024 11:51 AM
PAGE: 1 OF 5

FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SINGLE-FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS SUBDIVISION IN MATTESON, IL

THIS FORTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SINGLE FAMILY DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS SUBDIVISION IN MATTERSON, IL, made this 5th date of June 2024 by the Trinity Creeks Community Association Board of Directors (hereinafter called the "Board"). The Fourth Amendment will be effective at midnight, January 1, 2025.

WITNESSETH

WHEREAS, BY ARTICLE VII of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS SUBDIVISION IN MATTESON, IL (hereinafter referred to as "Declaration") recorded in the Office of the Recorder of Deeds of Cook County Illinois on September 21, 2005, as Document No. 0526418073, the Declaration may be amended by the authority of the majority of the Owners (hereinafter referred to as the "Owners") of Lots in the Subdivision and filed of record in the Office of the Recorder of Deeds of Cook County Illinois;

WHEREAS the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS SUBDIVISION IN MATTESON, IL (hereinafter referred to as the "First Amendment") recorded in the Office of the Recorder of Deeds of Cook County Illinois on November 16, 2006, as Document No. 0632033101.

WHEREAS the Owners intend to amend said original Declaration, Article V, Paragraph 9. The amendment will add Section E:

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OK BY JP

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The amendment will read as follows:

Should any assessment remain unpaid for 90 days after it has become due, such assessment shall be subject to a cumulative late fee of \$25 per quarter. The late fee will increase by \$25 per quarter. The late fee schedule will be as follows:

First Quarter (04/01/2025) \$25
 Second Quarter (07/01/2025) \$50
 Third Quarter (10/01/2025) \$75
 Fourth Quarter (01/01/2026) \$100

The total late fee shall not exceed \$250.

The homeowner can avoid a late fee by having an authorized payment schedule before the annual assessment is due. The payment schedule can't exceed 6 months. A missed payment will place the account into the late fee schedule.

WHEREAS the Owners herewith intend to amend said original Declaration, Article V, Paragraph 9, section C, the current section reads as follows

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois.

The amendment will read as follows:

Should any assessment remain unpaid 12 months (365) days after it has become delinquent, such assessment shall bear simple interest from the start of the 13th month. The interest rate will be based on the laws of the State of Illinois. Hence, the rate will be 2 percent per year or .17% per month of the assessment outstanding balance.

WHEREAS the Owners herewith intend to amend said original Declaration, Article I, Paragraph 3, Section B, the current section reads as follows:

All plans, specifications and supporting and related materials for which the approval of the Committee is required, shall be delivered to the Committee, together with the payment of a \$75.00 fee (at Committee's option) to defray the costs of review. The Committee shall approve or disapprove the submitted material as soon as practicable, but the Committee's written approval or disapproval shall in any event be given within 30 days after all the necessary material has been delivered to the Committee. If the Committee disapproves any submitted material, or if the Committee requires a modification of any kind, it shall, within said 30-day period, inform the Owner by whom the material was submitted, of the reasons for the Committee's disapproval or the Committee's requirement that changes be made; but, notwithstanding the obligation of the Committee to state the reason for disapproval or for the required modifications, the decision of the Committee, reasonably made, shall be conclusive and binding on all parties. If the Committee does not approve, or disapprove, or require modifications, within the aforesaid 30-day period, then at the expiration of said period, the material submitted to the Committee shall be deemed to have been fully approved, and the Owner who has submitted the material deemed to have been approved by lapse of time, shall have the right to proceed as if the Committee's written approval has been procured.

The amendment will read as follows:

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All plans, specifications, and supporting and related materials for which the approval of the Committee is required shall be delivered to the Committee, together with the payment of a \$75.00 fee (at the Committee's option) to defray the costs of review. The Committee shall approve or disapprove the submitted material as soon as practicable. Still, the Committee's written approval or disapproval shall, in any event, be given within 30 days after all the necessary material has been delivered to the Committee. If the Committee disapproves any submitted material, or if the Committee requires a modification of any kind, it shall, within said 30-day period, inform the Owner by whom the material was submitted of the reasons for the Committee's disapproval or the Committee's requirement that changes be made, but notwithstanding the obligation of the Committee to state the reason for disapproval or the required modifications, the decision of the Committee, reasonably made, shall be conclusive and binding on all parties. Suppose the Committee does not approve, disapprove, or require modifications within the aforesaid 30-day period. In that case, the material submitted to the Committee at the expiration of said period shall be deemed to have been fully approved. The Owner who has submitted the material deemed to have been approved by lapse of time shall have the right to proceed as if the Committee's written approval has been procured.

One noted exception to the article is that the Owner must be current in their assessment payment to get services from the Committee. If the Owner is six months or more past due with their assessment, the Committee may deny services. If the Owner is past due with their assessment, the Committee will provide a written disapproval letter to the Owner within 10 days of the request. The Committee will review any extenuating circumstances about the request, i.e., a natural disaster.

IN WITNESS of which, the Owners by majority vote have caused this Amendment to the Declaration to be signed and sealed on the day, month, and year first written above. Trinity Creeks Community Association Board of Directors:

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Trinity Creeks Community Association, Board of Directors

Willie Johnson Willie Johnson

Victoria Hill Victoria Hill

Kevin Richard Kevin Richard

Patrick Peterson Patrick Peterson

Melody Seaton Melody Seaton

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Schedule of Exhibits

Exhibit A

Legal Descriptions

LOTS 1-50 IN TRINITY CREEKS, PHASE 1, BEING A SUBDIVISION OF THE
NORTHEAST X OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PERMANENT PARCEL NUMBER: 31-20-202-008-0000

COMMON LOCATION: LINCOLN HIGHWAY AND HOGER DRIVE, MATTESON,
ILLINOIS 60443

LOT 51 IN TRINITY CREEKS, PHASE 2A, BEING A SUBDIVISION OF PART OF THE
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PERMANENT PARCEL NUMBER: 31-20-200-003-0000 AND 31-20-200-004-0000

COMMON LOCATION: 902 DESTINY DRIVE, MATTESON, ILLINOIS 60443

LOT 52 – 90 IN TRINITY CREEKS, PHASE 2, BEING A SUBDIVISION OF THE
NORTHEAST X OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PERMANENT PARCEL NUMBER: 31-20-200-003-0000 AND 31-20-200-004-0000

COMMON LOCATION: COLGATE LANE, DESTINTY DRIVE, SPIRIT DRIVE &
LIBERTY LANE, MATTESON, IL