

THIS DOCUMENT PREPARED BY

Trinity Creeks Community Association Board of Directors

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P.O. BOX 2117

Matteson, IL 60443



AFTER RECORDING. RETURN TO

Trinity Creeks Community Association

P.O. BOX 2117

Matteson, IL 60443

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Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/19/2015 12:24 PM Pg: 1 of 7

SECOND AMENDMENT

TO

DECLARATION OF COVENTNATS, CONDITIONS AND RESTRICTIONS

FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS

SUBDIVISION IN MATTESON, IL

THIS **SECOND AMENDMENT** TO THE DECLARATION OF COVENTNATS, CONDITIONS AND RESTRICTIONS FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS SUBDIVISION IN MATTESON, IL, made this 18 day of October, 2015 by Trinity Creeks Community Association Board of Directors (hereinafter referred to as the "Board").

WITNESSETH:

WHEREAS, BY ARTICLE VII of the DECLARATION OF COVENTNATS, 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 a 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 COVENTNATS, 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;

Bm

WHEREAS the Owners herewith intends to amend said original Declaration, Article II, Paragraph 16. (MAILBOXES), which was amended by the First Amendment as follows:

Delete "Each mailbox erected on each lot within a particular Phase will be identical in design to each other mailbox within that Phase; for this purpose, Phases 2A and 2 shall be considered as one-in-the-same Phase."

And in its place, **add**:

"Each home shall have in the parkway of their home, a U. S. Postal Service mailbox. The mailbox can either be painted Hunter Green, similar to those originally built by the developer, or a brick mailbox where the bricks will match the bricks on the home. All replacement mailboxes must be approved by the Trinity Creeks Community Association Board of Directors and comply with the Village Codes. Maintenance of said mailbox will be the responsibility of the homeowner."

WHEREAS the Owners herewith intends to amend said original Declaration, Article II and **ADD** Paragraph 17. (RENTERS), which will read as follows:

"17. (RENTERS) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Notwithstanding any foregoing provisions of the Declaration to the contrary, rental or leasing of Dwellings is prohibited, except as hereinafter provided:

(a) The term "leasing" includes a transaction wherein the title holder of a Dwelling, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing" shall include any transaction wherein possession of a Dwelling is provided prior to transfer of title.

(b) The provisions of the Declaration, By-Laws and Rules and Regulations (the "Governing Documents") that relate to the use of the Dwelling or the Common Elements shall be applicable to any persons leasing a Dwelling and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(c) Occupancy of a Dwelling by an Immediate Family Member(s) of an Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Immediate Family Member(s) shall be defined as a spouse, parents, grandparents, children and grandchildren of the Owner.

- (d) Any Owner properly leasing his or her Dwelling prior to the effective date of this Amendment shall be allowed to continue to lease the Dwelling for so long as they own the Dwelling, provided that a copy of the current lease be on file with the Board no later than sixty (60) days subsequent to the recordation of said Amendment. Said Owner shall be deemed to be "grandfathered." Upon the sale or transfer of ownership of the Dwelling, the new Owner shall come into compliance with the provisions of this entire section and will not be "grandfathered" as set forth in this subparagraph.
- (i) No lease shall be less than twelve (12) months, nor greater than twenty-four (24) months in duration.
 - (ii) All tenants shall acknowledge in writing that they have received copies of the governing documents of the Association. A copy of the written receipt shall be submitted to the Board no later than sixty (60) days subsequent to the recordation of said Amendment with respect to current tenants. With respect to future tenants, a copy of the written receipt shall be submitted to the Board no later than the date of occupancy or no later than ten (10) days subsequent the execution of the lease agreement.
 - (iii) Any renewals of the lease to the same tenant must be on file with the Board no later than ten (10) days subsequent the execution of the renewal of the lease agreement.
- (e) Hardship: If a hardship, as determined by the Board, exists, the Owner may apply for a hardship waiver of the leasing restrictions as set forth herein in the following manner:
- (i) The Owner must submit a request in writing to the Board requesting not less than a six (6) month and not greater than a twelve month (12) hardship waiver setting forth the reasons why they are entitled to same.
 - (ii) If, based on the data supplied to the Board of Directors by the Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver of not less than six (6) months or not greater than twelve (12) months. Any lease entered into shall be in writing and evidence the period of the lease. The lease must also contain a provision that failure by the tenant or the Owner to abide by the governing documents of the Association may, in the discretion of the Board, result in termination of the lease by the Board. All decisions of the Board shall be final.
 - (iii) In the event an Owner has been granted hardship status, they must re-apply in writing to the Board within thirty (30) days of the expiration of each hardship period if they wish to request an extension.
- (f) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner or their tenant or both, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.
- (g) This Amendment shall not prohibit the Board from leasing any Dwelling owned by the Association or any Dwelling which the Association has been issued an Order of Possession by the Circuit Court of Cook County.
- (h) Leasing of less than the entire Dwelling is strictly prohibited."

NOW, THEREFORE, the Owners hereby declares that the Declaration be and hereby amended as follows:

1. The Owners herewith amends said original Declaration, Article II, Paragraph 16. (MAILBOXES) as follows:

Delete

"Each mailbox erected on each lot within a particular Phase will be identical in design to each other mailbox within that Phase; for this purpose, Phases 2A and 2 shall be considered as one-in-the-same Phase."

And in its place, **add:**

"Each home shall have in the parkway of their home, a U. S. Postal Service mailbox. The mailbox can either be painted Hunter Green, similar to those originally built by the developer, or a brick mailbox where the bricks will match the bricks on the home. All replacement mailboxes must be approved by the Trinity Creeks Community Association Board of Directors and comply with the Village Codes. Maintenance of said mailbox will be the responsibility of the homeowner."

2. The Owners herewith amends said original Declaration, Article II and adds Paragraph 17. (RENTERS) as follows:

"17. (RENTERS) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Notwithstanding any foregoing provisions of the Declaration to the contrary, rental or leasing of Dwellings is prohibited, except as hereinafter provided:

(a) The term "leasing" includes a transaction wherein the title holder of a Dwelling, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing" shall include any transaction wherein possession of a Dwelling is provided prior to transfer of title.

(b) The provisions of the Declaration, By-Laws and Rules and Regulations (the "Governing Documents") that relate to the use of the Dwelling or the Common Elements shall be applicable to any persons leasing a Dwelling and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(c) Occupancy of a Dwelling by an Immediate Family Member(s) of an Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Immediate Family Member(s) shall be defined as a spouse, parents, grandparents, children and grandchildren of the Owner.

(d) Any Owner properly leasing his or her Dwelling prior to the effective date of this Amendment shall be allowed to continue to lease the Dwelling for so long as they own the Dwelling, provided that a copy of the current lease be on file with the Board no later than sixty (60) days subsequent to the recordation of said Amendment. Said Owner shall be deemed to be "grandfathered." Upon the sale or transfer of ownership of the Dwelling, the new Owner shall come into compliance with the provisions of this entire section and will not be "grandfathered" as set forth in this subparagraph.

(i) No lease shall be less than twelve (12) months, nor greater than twenty-four (24) months in duration.

(ii) All tenants shall acknowledge in writing that they have received copies of the governing documents of the Association. A copy of the written receipt shall be submitted to the Board no later than sixty (60) days subsequent to the recordation of said Amendment with respect to current tenants. With respect to future tenants, a copy of the written receipt shall be submitted to the Board no later than the date of occupancy or no later than ten (10) days subsequent the execution of the lease agreement.

(iii) Any renewals of the lease to the same tenant must be on file with the Board no later than ten (10) days subsequent the execution of the renewal of the lease agreement.

(e) Hardship: If a hardship, as determined by the Board, exists, the Owner may apply for a hardship waiver of the leasing restrictions as set forth herein in the following manner:

(i) The Owner must submit a request in writing to the Board requesting not less than a six (6) month and not greater than a twelve month (12) hardship waiver setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver of not less than six (6) months or not greater than twelve (12) months. Any lease entered into shall be in writing and evidence the period of the lease. The lease must also contain a provision that failure by the tenant or the Owner to abide by the governing documents of the Association may, in the discretion of the Board, result in termination of the lease by the Board. All decisions of the Board shall be final.

(iii) In the event an Owner has been granted hardship status, they must re-apply in writing to the Board within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(f) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner or their tenant or both, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

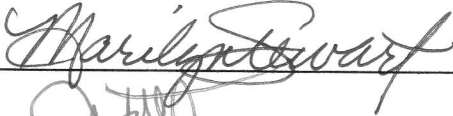
(g) This Amendment shall not prohibit the Board from leasing any Dwelling owned by the Association or any Dwelling which the Association has been issued an Order of Possession by the Circuit Court of Cook County.


(h) Leasing of less than the entire Dwelling is strictly prohibited."

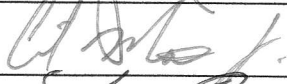
3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

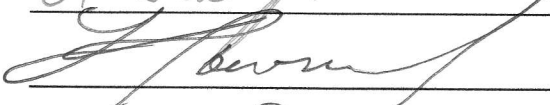
IN WITNESS WHEREOF, the Owners have caused this Amendment to the Declaration to be signed and sealed on the day, month and year first above written.


Trinity Creeks Community Association Board of Directors











Schedule of Exhibits

Exhibit A

Legal Descriptions

**LOTS 1-50 IN TRINITY CREEKS, PHASE 1, BEING A SUBDIVISION OF THE NORTHEAST ¼ 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 ¼ 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