



Doc# 0526418073 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2005 02:24 PM Pg: 1 of 18

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS -
TRINITY CREEKS SUBDIVISION -
MATTESON, IL

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

THIS DECLARATION made this 13th day of Sept. 2005 by FIRST MIDWEST BANK, not personally but as Trustee under Trust Agreement dated May 19, 1993 and known as Trust No. 93-4907.

WITNESSETH

WHEREAS, Declarant is the Owner of record of the property legally described on Exhibit A, as the Trinity Creeks Subdivision (the "Subdivision"); and

WHEREAS, Declarant, by a duly executed letter of direction signed by the beneficiary, Amlin Residential, Inc. (the "Developer") of Trust No. 93-4907 aforesaid, has been directed to execute this Declaration; and

WHEREAS, this Declaration sets forth covenants, conditions, restrictions, controls and limitations on the uses to which any Lot in the Subdivision may be put; and

WHEREAS, THE PURPOSE OF THIS Declaration is to keep and maintain the Subdivision as desirable, attractive, uniform and suitable in architectural design and use, to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, and to provide for the highest level and quality of improvements and maintenance thereto, as more fully set below.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE I

GENERAL RESTRICTIONS

1. **LAND USE AND BUILDING TYPE:** No Lot or building site may be improved used or occupied for other than private residence purposes and all Lots are hereby restricted to single family residential use only. One main dwelling only approved by the Developer and designed for occupancy by one family only may be erected on any Lot.
2. **ARCHITECTURAL CONTROLS:** No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on Lot and approximate cost of such building or other structures, and the grading plan and landscape plan

of the Lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee (the "Committee"). The Committee shall have the right to refuse to approve any such constructions plan or specifications, grading plan or landscape plan, which is not suitable or desirable, in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the committee shall have the right to take into consideration the suitability of the proposed building or other structure from the outlook to adjacent or neighboring properties. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal. The quality of architectural design will be considered in relation to this principal. Such approval shall not be arbitrarily, capriciously or unreasonably withheld.

3. **ARCIDTECTURAL REVIEW COMMITTEE:**

a. The Committee shall consist of the Developer and its appointees or successors, or nominees of same. Said Committee may, at its discretion, provide and formulate its own rules and provide for its own succession.

b. 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.

c. All residential construction must be undertaken and completed only by qualified builders so that the quality of workmanship on said buildings so constructed conforms to professional standards.

4. **DWELLING QUALITY, SIZE AND MINIMUM CONSTRUCTION STANDARDS:** It is the intention and purpose of these Covenants to assure that all dwellings shall be of quality design, workmanship and materials approved by the Committee. All dwellings on said real estate shall be constructed in accordance with the stricter of the applicable ordinances of the Village of Matteson in effect on the date hereof or in effect from time to time hereafter. However, the Committee may apply additional and/or more restrictive standards at its discretion. The total living area of the dwelling, exclusive of attached garages, open terraces basements, and breezeways, shall be:

- a. A minimum of 1,800 square feet above grade for a one level or split level residence on any Lot.
- b. A minimum of 2,400 square feet for a 2-story residence on any Lot.

5. **EXTERIOR BUILDING MATERIALS AND ROOF SPECIFICATIONS:** All residences must be constructed of brick veneer on the first floor or lowest exposed elevation on all four sides. All roofs must be a minimum of 20 year shingles or better with no rolled roofing.

ARTICLE II

BUILDING AND USE RESTRICTIONS

1. **COMMENCEMENT OF CONSTRUCTION:** All Owners of any Lot in Subdivision shall commence construction thereon within twenty-four (24) months from the date of the closing of said purchase of such Lot from Developer, unless pre-arranged otherwise with the Developer. Once commenced, such construction shall be completed within twelve (12) months from the date of commencement.

2. **MINIMUM GARAGE REQUIREMENTS:** Each single family- detached home must have an attached garage which will house a minimum of three standard sized automobiles and shall be used only by the Owners, occupants or their guests and shall not be used for rental purposes.

3. **LOCATION ON LOT; SET BACK REQUIREMENTS:** All structures including any portion of the attached garage shall be set back from the front Lot line in accordance with the recorded Final Plat of Subdivision.

4. **FOUNDATION, EXCAVATION AND SITE GRADING:** The Owner of any Lot in the Development

on which any excavation or site grading activity is planned shall be solely responsible for ensuring that such excavation and/or grading activity takes place according to the Master Grading Plan approved by the Village of Matteson. The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for a building constructed in tile Subdivision shall be set and established by the Architectural Committee and no building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith. Neither the Declarant nor the Developer can be held responsible for any failure of an individual Owner to adhere to such Master Grading Plan . Prior to commencement of construction on any Lot, the Owner of said Lot must have written permission from the Committee regarding the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of foundation of said dwelling unit, in connection with and as the siting of said structures may affect the grading of said Lot.

5. **BUILDING HEIGHT:** No dwelling shall be erected, altered or placed which is more than 2.5 stories or 30 feet in height, whichever is lesser. The height shall be measured to the mean height of the roof between ridge and eave.

6. **DRIVEWAYS:** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt, concrete or brick pavers.

7. **CLEAN AND ORDERLY CONSTRUCTION SITE:** All purchasers of a Lot or Lots in Subdivision are required to maintain a clean and orderly construction site. Upon commencement of the construction of any structure on any Lot the following standards must be met:

a. A minimum depth of five (5) inches of crushed stone must be spread in the area from the concrete curb to tire front of the garage. Said stoned area must be a minimum of twelve feet wide. This crushed stone must be in place prior to the start of any carpentry work.

b. The Lot area must be kept free of miscellaneous debris. All construction debris is to be placed in Lot Owner's on-site dumpster.

8. **PARKWAY TREES AND SOD:**

a. Each homesite shall have at least one tree of a hardwood variety (minimum 3 inches in diameter, measured one-foot above ground level) planted in the parkway, with at least two parkway trees on corner Lots,

planted by the builder as part of its landscaping obligations. All parkway trees shall be the variety approved by the Village of Matteson.

b. Maintenance of trees and landscaping is the responsibility of the Owner. Replacement of dead trees is the responsibility of the Owner.

c. Trees, shrubbery and other vegetation shall not be situated so as to obstruct the field of vision at vehicular intersections.

d. Front and side yards must be landscaped and grassed with sod. Rear yards may be seeded.

e. Site landscaping (including, but not limited to, the parkway adjoining the street at the front or side of each Lot) shall be sodded and planted with the required parkway trees which must be completed within six (6) months of the completion of the structure built thereon. No structure shall be deemed completed until installation of approved landscaping and hard surface driveway.

9. **FENCES, SHEDS, POOLS, EXTERIOR ANTENNAS AND RECREATION EQUIPMENT:**

a. Construction of fences and sheds is permitted consistent with the regulations of the Village of Matteson, Illinois and after procurement of a permit from the Village, if necessary.

b. Swimming pool enclosures shall be governed by local ordinances. Detached buildings for the purpose of housing equipment necessary for in-ground pools are permitted, but must have the approval of the Committee and the Village as above stated.

c. Outside television and radio antennas, satellite dishes greater than 18 inches in diameter, or other apparatus used to receive or transmit communication signals are prohibited. Allowed Satellite dishes shall be placed behind the roof ridge line and(or) not obvious to street traffic.

 d. No recreational equipment shall be installed temporarily or permanently in the driveway, front or side yard areas of any dwelling. This includes basketball posts, horseshoe pits, swing sets, etc.

10. **PARKING OF VEHICLES:** Pickup trucks and cargo vans are permitted on driveways, provided they are kept in a sightly manner. Except as provided in the preceding sentence, no type of commercial vehicle shall be parked outside any garage on any Lot in the Subdivision; provided, however, that commercial vehicles may be so parked when same are engaged in delivery or service to any residence located in the Subdivision. Further, no aircraft, recreation vehicle, commercial vehicle, boat or snowmobile shall be stored, either temporarily or

permanently, outside any garage or otherwise in the open on any Lot in the Subdivision.

II. **JUNK MACHINERY AND MATERIALS:** No implements, machinery, lumber, landscape material dirt piles, stone piles or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No part of the Subdivision shall be used for storage of junk or for wrecking yards.

12. **PLANT DISEASES OR NOXIOUS INSECT:** No plants or seeds, other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

13. **NUISANCES, PETS, AND LIVESTOCK:**

a. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

b. No burning of refuse shall be permitted outside the dwelling and no Owner shall accumulate on his homesite any litter, refuse or other unsightly materials. Garbage will be contained in closed refuse receptacles and protected from view.

c. No Owner may keep at residence more than two dogs and two cats at any one time. All animals must be tagged and licensed in accordance with Village of Matteson ordinance. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except household pets, provided they are not kept, bred or maintained for any commercial purposes, and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Subdivision. Any pets which cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same.

14. **WEED CUTTING AND LOT CLEAN UP:** Each Lot shall at all times be kept in a clean and sightly condition. No trash, litter, jW1k boxes, containers, bottles or cans can be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. The Owner of each Lot shall be responsible for the cutting or removal of weeds on such Lot so as to conform with the requirements, ordinances and regulations of the Village of Matteson.

15. **TEMPORARY STRUCTURE:** No trailer, mobile home, recreational vehicle, tent, shack or other structure, except 8S otherwise permitted herein, and no temporary building or structure of any kind shall be used for

permanently, outside any garage or otherwise in the open on any Lot in the Subdivision.

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15. **TEMPORARY STRUCTURE:** No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for

a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same Lot as the structure and such temporary structures shall be removed upon completion of construction. Nothing contained herein shall prevent Developer or builder designated by Developer from maintaining construction and/or sales trailers as permitted by the Village of Matteson.

16.  **MAILBOXES:** The Developer will install, in the parkway of every home, a U. S. Postal Service-approved painted, metal mailbox of design to approximate and compliment the design of the street light posts in the subdivision. Each mailbox will be identical in design and will be the only design allowed in the subdivision. Maintenance of said mailbox will be the responsibility of the homeowner. Any repainting of the mailbox must be in the same color and character of the original design.



ARTICLE III

VARIATIONS AND DEPARTURES

Developer hereby reserves the absolute unqualified right to enter into agreements with the Owner or Owners of any Lot or Lots, without the consent of the Owner or Owners of other Lot or Lots, to depart from or vary any and all of the covenants set forth above, provided there are practical difficulties or particular hardships or other good and sufficient reasons evidenced by the Owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other Lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

ARTICLE IV

MODEL HOMES

The Developer and only builders as designated by the Developer, shall be allowed to construct residences of its choosing in the Subdivision. These residences shall be used as "model homes" to advertise the construction product of aforementioned entities, with appropriate signage as approved by the Village of Matteson. Plans for all model homes shall be subject to the approval of the Architectural Review Committee.

I. **ADVERTISING AND SIGN AGE:** Until the sale of all Lots by the Developer, no advertising, sign or

billboard, including "For Sale" or "For Rent" advertising signs, shall be erected or maintained on any Lot; except:

- a. A sign, meeting the Village of Matteson Codes, may be erected during the construction of the house, displaying the name of the Builders, which sign shall be removed immediately after occupancy of the house,
- b. One temporary sales and identification sign, meeting the Village of Matteson Codes, may be constructed on each vacant Lot.
- c. Nothing in this section shall be construed to restrict the erection of any signs by Developer designed to advertise generally the name of the Development, or to call attention to the homes, when approved by the Village of Matteson.

ARTICLE V

TRINITY CREEKS COMMUNITY ASSOCIATION

1. **CREATION AND PURPOSES:** There shall be formed an Illinois not-for-profit corporation to be known as the TRINITY CREEKS COMMUNITY ASSOCIATION (hereinafter, the "Association"), to be organized by the Developer, which purpose shall be to cooperate with Developer, its successors or assigns, to ensure high standards of maintenance and operation of the entrance signage and landscaping, and to monitor and enforce with the Developer, the compliance of all Trinity Creeks residents with all covenants, conditions and restrictions contained herein.
2. **MEMBERSHIP:** Every person or entity who is the record Owner of a fee or an undivided fee interest in the Lots of the Subdivision, with the exception of Lots A and B (Homestead Lots), upon the vesting of such interest and without any further act, shall be a member of the Association subject to the obligations provided in the Articles of Incorporation and duly enacted Bylaws of the Board of Directors. The presence at a membership meeting of any one or several members of the Lots of the Subdivision shall be sufficient for the purpose of determining the presence of a quorum and the voting on any matter properly before the meeting, except as otherwise provided for herein; the foregoing is not intended to include persons or entities who hold an interest merely for the performance of a security obligation. Membership shall be appurtenant to and may not be separated from Ownership of any of the Lots of Subdivision. Ownership of such Lot shall be the sole qualification for membership, and membership shall cease upon termination of such Ownership.

3. **VOTING RIGHTS:** Owners of the Lots of the Subdivision shall be entitled to one vote for each Lot in which they hold the interest required for membership under Section 2 of ARTICLE V. When the Ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be members and the vote for such Lot shall be exercised among them , but in no case shall there be allowed more than one vote for anyone Lot.

4. **POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION:** Upon conveyance of the last Lot in the Association, or at such earlier time at the option of the Declarant/Developer, which Lots may or may not be developed, the Board of Directors of the Association shall have the following powers and obligations:

a. To maintain, repair and reconstruct the entrance signage monument(s) and adjoining landscaping on the dedicated easement(s) located on the entry Lot(s) to the Subdivision at Lincoln Highway.

b. To monitor and enforce the covenants, conditions and restrictions of record contained herein.

5. **MAINTENANCE ASSESSMENTS:**

a. **Covenant and Maintenance Assessments:** The Owner, with respect to any of the Lots of Subdivision, by acceptance of a Deed thereof, whether or not it shall be so expressed in any such Deed or conveyance, is deemed to covenant and agree to pay to the Association regular assessments or charges; and special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided in this Declaration, together with the Articles of Incorporation and ByLaws of the Association.

b. **Purpose and Use of Assessments:** All assessments levied by the Board shall be for the purpose of insuring the high standards of maintenance, repair and replacement of the entrance signage monument and adjoining landscaping. Such purposes and uses of such assessment shall include (but are not limited to) the costs of the Association of all legal, insurance, repair, replacement, maintenance and other charges by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

6. **ASSESSMENT PROCEDURE; REGULAR ASSESSMENTS:**

a. Until the last day of the first full calendar year of the Association's incorporation, the regular assessments shall not exceed \$ 100.00 per year per Lot. From and after such date, the regular assessments shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association, as provided in

this Declaration and the By-Laws of the Association, but the annual rate of assessments may not be increased without the affirmative vote of two-thirds of the entire membership except for the following:

(1) 5% per year when approved by the affirmative vote of just a simple majority of the voting members of the Association; or

(2) 10% per year when approved by the affirmative vote of two-thirds(2/3) of the voting members present at a meeting thereof called and held in accordance with the Bylaws of the Association.

b. On or before December 1" of each year commencing the first calendar year of the Association's incorporation, and pursuant to the Bylaws of the Association, the Board of Directors shall hold a meeting or meetings for the following purposes:

(1) To estimate all expenses provided for in Section 2 of ARTICLE VII;

(2) To fix the amount assessed against the individual Lots for the forthcoming year; and

(3) To establish the date or dates on which such assessments or installments thereof shall be due the Association; in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish a payment date, all regular assessment shall be due in twelve (12) equal installments on the first day of each month of the year for which they are assessed.

c. The Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessment to each Owner subject thereto.

7. ASSESSMENT PROCEDURE; SPECIAL ASSESSMENTS:

a. Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction or unexpected repair or replacement of the entrance signage monument and landscaping. Unforeseen expenses shall be deemed to be those expenses not provided for in paragraph b of Section 5 of ARTICLE V.

b. Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided) the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose. However, assessments related to compliance with any Legal Agreement

with the Village of Matteson or other outside agency-is mandatory and subject only to the approval of the Board of Directors (see Article VI hereafter).

8. **ALLOCATION OF ASSESSMENTS:** Both annual and special assessments must be fixed at a uniform rate for all Lots except as may be otherwise provided in this Declaration. Any assessment and any installment thereof provided for herein. shall commence on the Lot on the due date for such assessment in the month following the conveyance, transfer or lease of such Lot to a new Owner. The initial assessment shall be adjusted according to the number of months remaining on any calendar year. The Developer shall not be obligated to pay assessments on any Lot owned in fee or beneficially by the Developer, prior to the completion of construction thereon.

9. **NON-PAYMENT OF ASSESSMENTS:**

a. Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a constituting lien and equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

b. Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase any Lot.

c. 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 pennitted by the usury laws of the State of Illinois.

d. The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Owner.

12. **INDEMNITY OR DIRECTORS:** The Directors and Officers of the Association shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

13. **LIABILITY INSURANCE:** The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents, from liability in connection its duties as described herein and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be a common expense.

ARTICLE VI
OBLIGATIONS TO THE VILLAGE OF MATTESON
AND RIGHTS OF THE VILLAGE

1. **SIGNAGE MONUMENT(S):** The signage monument(s) shall be located upon Lot 18 and (or) Lot II in an easement(s) dedicated for that purpose by the Developer in accordance with the plan approved by the Village of Matteson(the "Village"), a municipal corporation in Cook County. Said monument(s) shall be maintained by Developer until such time as the Association is established and thereafter by the Association in good condition and in substantial conformance with the initial plan approved by the Village. In the event the Developer or the Association fails to maintain the said monument(s) as herein above required, the Village shall have the right, but not the duty, to enter upon said easement, and perform such maintenance. The Village's maintenance rights may be exercised thirty (30) days after written notice is mailed to the Developer or the Association of the failure to perform the maintenance work; provided, however, in the event the failure to perform the maintenance work constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as it practical under the circumstances before the exercise of its rights under this Article. The Village shall be reimbursed by the Developer or the Association for the Village's cost in performing maintenance work within thirty (30) days of mailing of a bill for such work. In the event the Developer or the Association fails to pay such bill within the time requires, the Village may place and enforce a lien, pro-rata, against each Lot, which lien and right of recovery shall include the Village's attorneys' fees, expenses and costs of investigation, settlement and litigation.

Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. Notwithstanding any other provision of this Declaration, the right granted to the village under this Section shall not be modified in any manner without the written approval of the Village. The obligations of the Developer under this Article shall become the Association's obligation upon the establishment of the Association.

2. **SPECIAL VILLAGE ASSESSMENTS AND TAXATION:** Owners herewith agree to participate in any future, lawfully approved special service areas concerning Trinity Creeks Subdivision and shall cooperate with the Village in the establishment of a specific special service area tax as provided in Section 3SILCS27-S et, seq. of the Illinois Compiled Statutes, as a backup for providing for maintenance of all municipal elements within the Subdivision including, but not limited to, parks, detention basins, credited wetlands and other storm water storage areas. This establishment, if any, will occur only at the Village's direction and no sooner than upon the approval of the Final Plat of Subdivision of each Phase.

ARTICLE VII

AMENDMENTS

This Declaration may be amended by the Declarant or Developer until such time as it has conveyed all Lots of the Subdivision. Thereafter, this Declaration may be amended by vote of the majority of the Owners of the total phases of single family residential Lots in the Subdivision. No Amendment shall be effective unless or until a copy of the same is signed by the Declarant or, where appropriate, by the authority of a majority of the Owners of Lots in the Subdivision, and filed of record in the office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE VIII

GENERAL PROVISIONS

1. The covenants, conditions and restrictions contained herein, and all Amendments thereto, shall run with the land and be binding upon Declarant and upon all Personnel claiming by, under and through Declarant until the date which is twenty-five (25) years from the date of execution of this Declaration;
2. Upon the date referenced in Paragraph 1. above, this Declaration and all amendments thereto, shall be automatically extended for successive ten (10) year periods;
3. In the event that the Owner of any Lot in the Subdivision shall violate or attempt to violate any of the

covenants, conditions and restrictions, controls and limitations contained herein, any Owner of any other Lot in the Subdivision shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, and to recover attorney fees, expenses and damages based on such violation or attempted violation.

4. In the event that a court of competent jurisdiction finds any section, part, provisions, term or phrase of this Declaration invalid, said invalidity shall not affect the validity of the remainder hereof;

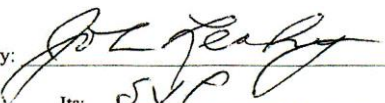
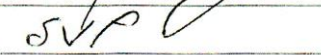
5. This Declaration shall be effective upon the filing of record of same in the office of the Recorder of Deeds of Cook County, Illinois.

6. Declarant/Developer hereby reserves the right to enter into agreements with the grantee of a Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in the General Restrictions provided there are practical difficulties or particular hardships evidenced by the grantee; and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in the Subdivision.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be signed and sealed on the day and year first above written.

Seal:

Attest:

By: 
Its: 

First Midwest Bank, not personally but as
Trustee under Trust Agreement dated May 19, 1993
and known as Trust 93-4907

By: *Jeanette E. Koff*
Its: _____

RECEIVED BANK OF AMERICA
AT CHICAGO ILLINOIS

SCHEDULE OF EXHIBITS

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1-50 IN TRINITY CREEKS, PHASE I, 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 No.: 31-20-202-008-0000

Common Location: Lincoln Highway and Hoyer Drive, Matteson, Illinois 60443

PREPARED BY AND MAILED TO:

AMLIN RESIDENTIAL, INC.

320 MARYVIEW COURT

MATTESON, IL. 60443

RIDER ATTACHED AND MADE A PART OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY
CREEKS SUBDIVISION IN MATTESON, ILLINOIS.

DATED SEPTEMBER 13, 2005

This instrument is executed by FIRST MIDWEST BANK not personally but solely as Trustee under trust No. 93-4907, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Authorized Signer this 13th day of September 2005.

First Midwest Bank as Trustee as aforesaid and not personally
But as Trustee under Trust No. 93-4907

By: *Jennifer E. Koff*
Trust Officer
Attest: *John E. Leahy*
Authorized Signer

STATE OF ILLINOIS, Ss:
COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jennifer E. Koff, Trust Officer of FIRST MIDWEST BANK, and John E. Leahy, the attesting Authorized Signer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Authorized Signer 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 Bank, for the uses and purposes therein set forth; and the said attesting Authorized Signer did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of September 2005,



Martha A. Kimzey
NOTARY PUBLIC

THIS DOCUMENT PREPARED BY

Trinity Creeks Community Association Board of Directors
Marilyn Stewart; Judson Mitchell; Cecil Matthews; Lee Townsend; Willie Johnson
P.O. BOX 2117
Matteson, IL 60443



AFTER RECORDING. RETURN TO

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

Doc#: 1529219090 Fee: \$80.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
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

Marilyn Swart

[Signature]

[Signature]

[Signature]

Willie Johnson

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

JCM

THIS DOCUMENT PREPARED BY

Trinity Creeks Community Association Board of Directors
Kevin Richard, Diane Hodges, Ronald Wright, Judson Mitchell
P.O. Box 2117
Matteson, IL 60443

AFTER RECORDING RETURN TO

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

THIRD AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SINGLE FAMILY, DETACHED HOMES IN CONNECTION WITH TRINITY CREEKS

SUBDIVISION IN MATTESON, IL

THIS **THIRD 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 14th day of November, 2020 by the Trinity Creeks Community Association Board of Directors (hereinafter referred to as the "Board").

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 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 herewith intends to amend said original Declaration, Article II, Paragraph 9d, (FENCES, SHEDS, POOLS, EXTERIOR ANTENNAS AND RECREATIONAL EQUIPMENT), which was amended by the First Amendment as follows:

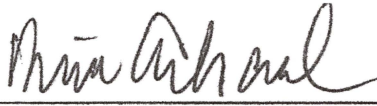
Delete "No recreational equipment shall be installed temporarily or permanently in the driveway, front or side yard areas of any dwelling. This includes basketball posts, horseshoe pits, swing sets, etc.

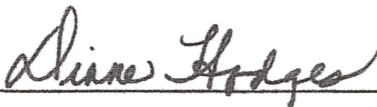
And in its place, **ADD:**

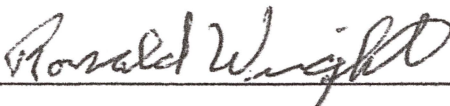
"No recreational equipment, except "Portable Basketball Hoops" may be temporarily or permanently installed in the driveway, front or side yard of and dwelling. Portable Basketball Hoops may be temporarily installed in the driveway of the homeowners and must be weighed down with sand or water; no external weight is permitted. The time period will be from April 1 to October 31. All portable Basketball Hoops must be removed from driveways by November 1."

IN WITNESS WHEREOF, THE Owners 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

Kevin Richard 

Diane Hodges 

Ronald Wright 

Judson Mitchell 