

FIRST AMENDMENT FOR
DECLARATION OF COVENANTS,
RESTRICTIONS, RESERVATIONS,
EQUITABLE SERVITUDES, GRANDS AND
EASEMENTS FOR RIVER RIDGE SUBDIVISION,
WILL COUNTY, ILLINOIS

THIS AMENDMENT made the 21st day of March, 2006

WHEREAS, the Declaration of Covenants, Restrictions, Reservations, Equitable Servitudes, Grands and Easements for River Ridge Subdivision, of Will County, Illinois, dated April 1, 1995, recorded in the Office of the Will County Recorder of Deeds of Will County, Illinois April 11, 1995, as Document No. R95023118, and provided for the formation of the River Ridge Homeowners Association, and Illinois not-for-profit organization; and

WHEREAS, the property subject to the covenants and obligations is: The real property known and referred to as "River Ridge Homeowners Association", Plainfield; Illinois. (Exhibit C)

WHEREAS, the Declaration provides for amendments with signatures of not less than sixty-seven percent (67%) of the owners of the lots with a certificate signed and acknowledged by a title company verifying the signature of the sixty-seven percent (67%) of the owners agreed to the amendments.

WHEREAS, the copy of the certificate provided by a licensed Illinois Title company has been attached hereto and incorporated herein as Exhibit "A" satisfying the requirement to pass these amendments.

NOW, THEREFORE, the amended Declaration of Covenants, Restrictions, Reservations, Equitable Servitudes, Grands and Easements for River Ridge Subdivision, of Will County, Illinois, as amended are attached hereto and incorporated herein, are approved.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this the 21st day of March, 2006.

RIVER RIDGE HOMEOWNERS ASSOCIATION OF PLAINFIELD, ILLINOIS

(Signed on original by President and Secretary)

EXHIBIT "A"

Residential Closing Services, Inc.
Attorney's Title Guaranty Fund, Inc.
P.O. Box 359
Naperville, Illinois 60566-0359
(630) 753-8085

**Certification of Acceptance of Amendments by the Owners of the Property Governed by the
River Ridge Homeowner Association**

WHEREAS, Residential Closing Services, Inc. an agent for Attorney's Title Guaranty Fund, Inc. , a licensed Illinois Title Company has been provided information to verify the River Ridge Homeowners Association has obtained the necessary documents to make amendments to its Declaration.

WHEREAS, Residential Closing Services, Inc. has reviewed the documents of amendments signed by the alleged homeowners.

WHEREAS, Residential Closing Services, Inc. has reviewed the recorded deeds and made copies of said documents to compare with the signatures obtained above.

WHEREAS, Residential Closing Services, Inc., after reviewing said documents has verified that the homeowners association} has a minimum of fifty-eight (58) signatures on each of the amendments, representing sixty-seven percent (67%) of the owners of the River Ridge Homeowners Association.

Signed this the ____ day of ____ , 2006



By: Jonathan Y. Moss
Authorized Agent of Residential Closing Services, Inc.

EXHIBIT B

First Amendment to the Declaration of Covenants, Restrictions, Reservations, Equitable Servitudes, Grands and Easements for River Ridge Subdivision, of Will County, Illinois.

1. Paragraph 8 of Article III is hereby revoked and in lieu thereof we declare the following:

ARTICLE III General Restrictions

8. **ACCESSORY BUILDINGS AND IMPROVEMENTS.** No dwelling accessory buildings may be erected upon any lot, except as approved by the Committee. Without limiting the previous statement, no shed, out building, camper, habitable motor vehicle, boat, trailer, above ground swimming pool (as defined or may be defined by the rules and regulations established by the Committee), stand, shack, barn, basement, or structure of a temporary character shall be constructed, placed, allowed to exist or be used on any lot, either temporarily or permanently at any time, whether as a dwelling or otherwise; and no dwelling erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with plans approved by the Committee. For the purpose of this paragraph, athletic courts, in-ground swimming pools, hot tubs and their appurtenances, gazebos and swing sets approved by the Committee in its sole discretion shall not be considered outbuildings or prohibited structures.

2. Paragraph 13 of Article III is hereby revoked and in lieu thereof we declare the following:

13. **FENCES:** No fence, dog run or animal run or enclosure, shall be erected or construed on any lot or elsewhere in the subdivision without the Committee's specific written approval, which may be given or withheld for any reason or no reason in its absolute and unrestricted discretion. Without limiting the generality of the previous statement, all fences must be made of high quality materials to be determined and approved from time to time by the Committee in its sole and complete discretion. All fences must be no more than five feet in height. No chain link fences shall be permitted.

3. Paragraph 22 of Article III is hereby revoked and in lieu thereof we declare the following:

22. **CURBSIDE MAILBOX:** In the extent curbside mail boxes (boxes not attached to a residence) are required by law for delivery of the U.S. Mail in the Subdivision, the owner of each lot upon which a dwelling is located shall install, erect or place mail boxes or receptacles and a post holding such mail box or receptacle having materials (of high quality as the Committee may determine from time to time in their Rules and Regulations) matching subdivision.

4. Article V is hereby revoked in its entirety and in lieu thereof we declare the following:

Article V
ENFORCEMENT AUTHORITY AND PROCEDURE

1. **AUTHORITY:** The Committee shall be authorized and empowered to (i) make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties; (ii) impose reasonable fines, which shall constitute a lien upon the lot of a member, and /or suspend such member's right to use the common areas and the right to vote, for not more than thirty (30) days, or such time. as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the Association; (iii) begin any action in any court on behalf of the Association and all owners to abate any nuisance, or otherwise to protect the values and integrity of the community.

2. **PROCEDURE:** The Committee shall not impose a fine, suspend voting, bring court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

- a) Demand - Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation, and
 - (iii) A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is continuing.

- b) Notice - Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Committee shall serve the violator with written notice of a hearing to be held by the Committee in executive session. The notice shall contain:
 - (i) The nature of the alleged violation;
 - (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
 - (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses and his or her behalf; and
 - (iv) The proposed sanction to be imposed.

- c) Hearing - The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered

by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

5. Paragraph 2 of Article VII is hereby revoked and in lieu thereof we declare the following:

2. Covenants. The Covenants shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Covenantor and the owners, and all of their successors and assigns, and all the lots. A violation of the Covenants shall warrant the Committee, under the enforcement procedures outlined previously in this declaration, to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the Plaintiff his or its court costs and reasonable attorney's fees. No delay or omission on the part of the Committee, any owner, or Covenantor, its beneficiaries, or their successors and assigns, in exercising any right power or remedy shall be construed as a waiver, estoppel, or an acquiescence therein, nor shall neglect of Covenantor, its beneficiaries, Owner, the Committee or their successors and assigns, be otherwise prevented from exercising any such right, power or remedy, or from enforcing any of the covenants herein.

In all other respects we reaffirm the Declaration of Covenants, Restrictions, Reservations, Equitable Servitudes, Grands and Easements for River Ridge Subdivision, of Will County, Illinois, and approve this First Amendment.

RIVER RIDGE HOMEOWNERS ASSOCIATION OF PLAINFIELD, ILLINOIS

(Signed on the original by President and Secretary)