

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTION,
RESERVATIONS, EQUITABLE SERVITUDES,
GRANTS AND EASEMENTS

The undersigned, Golfview Homeowner's Association, by its duly authorized President and Secretary, hereby files for record this Third Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements for County Club Estates of Green Gardens, a subdivision of part of Section 22, Township 34 North, Range 12 East of the third principal meridian, Will County, Illinois, recorded as Document Numbers R89-038212 (Unit 1) and R93-58139 (Unit 2).

WITNESSETH

This Third Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements of Green Garden Units 1 and 2 amends the following documents recorded in the office of the Recorder of Deeds of Will County, Illinois.

Declaration of Covenants recorded as Document No. R89-38213, Declaration of Covenants recorded as Document No. R94-114791, Amendment to Declaration recorded as Document No. R99-051742 and Second Amendment to Declaration recorded as Document No. R2002-040655.

Sections 2(a) through 2(d) inclusive of the Second Amendment to Declaration recorded as Document No. R2002-040655 entitled **Minimum Living Area** is hereby deleted in its entirety and the following is substituted therefore.

MINIMUM LIVING AREA

(2). In addition to all other requirements in this Declaration, residences erected on the lots in this subdivision shall be as follows, and no such residence shall be erected or allowed to exist which does not conform to the following requirements:

(a) A one-story residence shall contain at least 2800 square feet of living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least 2000 square feet of living area on the first floor, exclusive of garage, breezeway, porches and basement with a total of 3,100 square feet of living area. For all purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level.

(c) A two-story residence shall contain at least 1950 square feet of living area on the first floor with a total of 3400 feet of living area, exclusive of garage, breezeway, porches and basement.

(d) Multi-level, split-level, bi-level, tri-level or any other common staggered level residence or tract house design shall not be erected.

(e) Said home must be completed and ready for occupancy no later than one year from the date of issuance of building permit.

PROHIBITION ON RENTAL OF SINGLE FAMILY RESIDENCE

Notwithstanding any to the contrary in any prior covenants, no room or rooms in any residence or part thereof may be rented or leased and no paying guest shall be quartered in any residence. This provision is expressly designed to prohibit the renting or leasing of an entire residence as a single unit to a single family or any part thereof.

All other terms and conditions of the Declarations and Amendments to Declaration previously recorded which are not in conflict with the terms of this Third Amendment shall remain in full force and effect.

Country Club Estates of Green Garden
Golfview Homeowners Association

Date: November 26, 2012

Richard T. Hall
President

Vicki Alagna
Secretary

Subscribed and Sworn to before me
this 26 day of NOVEMBER, 2012.

Thomas J. Knuth
Notary Public

