

AMENDMENT TO DECLARATION

An amendment dated September 15, 1997, to Declaration of Covenants recorded as R89-38213 for Country Club Estates of Green Garden Subdivision Unit No. 1, pursuant to plat recorded as Document R89-038212, Will County, Illinois, amending and restating said covenants, and

An amendment dated September 15, 1997, to Declaration of Covenants recorded as R94-114791 for Country Club Estates of Green Garden Subdivision Unit No. 2, pursuant to plat recorded as Document R93-58139, Will County, Illinois, amending and restating said covenants.

WITNESSETH

Whereas, both Declarations of Covenants provide in Paragraph B, that said Declarations may be amended by recording in the office of the Records of Will County, Illinois an instrument signed by the owners of not less than 60% of the lots of each respective subdivisions.

Now therefore, for the purpose of enhancing and protecting the value, attractiveness and desirability of homes and/or lots, the said Declaration of Covenants, Conditions, Restorations, Restrictions, Equitable Servitudes, Grants and Easements is amended and restated as follows and shall hereafter constitute the Declaration of Covenants for all lots in Country Club Estates of Green Garden Subdivision, Units No. 1 and 2.

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines are hereby imposed on all lots in the above described Country Club Estates of Green Garden Subdivision, Units No. 1 and 2 and shall be considered running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, leasees and assigns.

FAMILY RESIDENT BUILDINGS ONLY

(1) Only one residential building shall be erected or allowed to exist upon any of the lots in said Country Club Estates of Green Gardens and said residential building shall be used or occupied as a single family only. None of said lots, as originally placed and subdivided on the attached plat, shall be divided or resubdivided except for the purpose of combining portions thereof with an adjoining lot or lots, provided that no additional building site is created thereby. Any single ownership or single holding by and person or persons which comprises the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots shall, for the purposes of this Declaration, be deemed to constitute a single lot upon which only one residential building may be erected, constructed or allowed to exist.

Said building on said premises or any part or portion thereof shall be used or occupied for single family, private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, home occupation business, or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty salons, motels and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or professional purposes. In addition such non-permissive uses prohibited above may not be established as incidental to any single family use on the premises.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of any entire residence as a single unit to a single family. No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this subdivision, except the business of the sale of lots and houses in the subdivision constructed by the Association or its successors or assigns. Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to

prevent the Association or its assigns or successors from erecting a single family residential building or buildings on any lot or lots in the subdivision and using and maintaining such building(s) as a sales office, model home(s), business office, storage area, and/or construction area, for the purpose of the development and sale of lots or homes in the subdivision and any adjoining property.

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 2400 square feet of living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least 1700 square feet of living area, on the first floor exclusive of garage breezeway, porches and basement with a total of 3000 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 1700 square feet of living area on the first floor with a total of 3000 square 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.

Changed

FRONT LINE SET BACKS

(3) No building or portion thereof shall be erected closer to the front lot line or street right of way than the building set back line shown on the plat of the subdivision for the particular lot.

SIGNS

(4) No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number not exceeding 2' by 1' in size and except for a "For Sale" or "For Rent" sign not exceeding 3' by 3' in size. This provision shall not apply to any sign which the Association may erect identifying and/or advertising the subdivision and adjoining land, any model homes which may be deemed necessary by the Association for the operation and sale of the subdivision and adjoining property or any house or any lots therein, which said signs the Association may erect and maintain.

ANIMALS

(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two dogs, cats or other bona fide household pets may be kept, provided that 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 inconveniences shall forthwith be removed from the premises by the person having custody of the same.

EASEMENTS

(6) An easement of the widths shown on said plat is hereby reserved for the use of Commonwealth Edison Company, Ameritech Telephone Company, Northern Illinois Gas Company and the County of Will, and a cable television operator who obtains a franchise from the County of Will, their successors and assigns, and anyone working by, through, or under them, as shown by dotted or broken lines on the plat attached hereto and marked "Utility Easement" or "P.U" Easement", to install, lay, construct, renew, operate, under and beneath the ground only, which are necessary appurtenances for the purpose of serving this subdivision and adjoining property with electric, telephone, cable television, gas, sewer and/or water service together with the right to enter upon said easements at all times to install, lay, construct, renew, operate, and maintain said pipes, mains, tiles, conduits, manholes, and cables. All such utility pipes, mains, tiles conduits, cables and appurtenances (except necessary pedestals and transformers required to serve the underground facilities so constructed in the subdivision) and lines of any nature and whether constructed, installed, laid or reconstructed in such easements or in a street or right of way in the subdivision, must be buried under and beneath the ground; no permanent building, fence, tree or shrubs shall be placed on said easement, but same may be landscaped and used for other purposes that do no interfere with the use of said easement for public utility purpose.

ACCEPTANCE BY GRANTEES

(7) Each grantee of a lot in this subdivision, by the acceptance of a deed conveying any lot in this subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, servitudes, grants and easements herein contained, and by such acceptance shall for himself, heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.

TRUCKS, CAMPERS, ETC.

(8) No trucks, truck mounted campers, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right of way in the subdivision and the dedication of any such right of this provision. No truck, truck mounted campers, trailers, house trailers, buses, boats, boat trailer, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored, or parked on any of the lots in the subdivision unless housed or garaged completely in a structure which complies with this Declaration and so as to fully screen them from view from the streets and from neighboring yards. This shall not apply to a non lettered van, non lettered pickup truck, or R. V.'s. Nothing herein contained shall prohibit the temporary storage of boats, campers or recreational vehicles in driveways of any lot for the purposes of loading same provided they are not stored for a period of time in excess of 48 hours. Permission shall be obtained from Association for visiting recreational vehicles for length of stay parking. Overnight parking on the street is not permitted.

JUNK MACHINERY AND MATERIALS

(9) No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lots, 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 wrecking yards.

WEED CUTTING AND CLEAN UP

(10) Each lot shall at all times be kept in a clean and sightly condition, No trash, litter, junk, boxes, containers, bottles or cans shall 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 each year on such lot so as to conform with the requirements, ordinances and regulations of Green Garden Township, and Will County, Illinois.

ARCHITECTURAL COMMITTEE

(II) Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, structure or improvement whatsoever on any of said lots in the said subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Committee"). A set of construction plans for such building or structure, which plans shall include drawings, exterior elevations, construction materials, finished ground elevation, a site plan showing location of the building, (all of which for convenience shall be referred to herein as the "construction plans") and no such building, improvement or structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in said subdivision unless and until said construction plans, including but not limited to the site plan and foundation grade and elevations, finished ground elevation and location of any building with respect to the topography of the land, have received written approval of the Architectural Committee as herein provided.

Within thirty (30) days after said construction plans have been submitted to it, the Committee shall in writing notify the owner of the lot for which disapproval of said construction plans, the date of mailing or personal delivery of said notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding recording in the Office of the Recorder of Deeds in Will County of any such notice disapproving of said construction plans or disapproving of the construction of any such building, improvement or structure commenced prior to approval by the Committee of such building shall be sufficient notice to the owner and all persons of such nonconformity and shall preserve the right of the Committee, the developer or any lot owner in the subdivision to file suit to enjoin the construction of said building, improvement or structure, and the removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for one hundred twenty (120) days after the date of filing of said notice.

If the Committee shall fail to file such notice of approval or disapproval within thirty (30) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or the Developer or any lot owner to enjoin the construction of the proposed building or structure, it shall be presumed that the Committee has approved such proposed construction plans.

Any suit filed by the Developer, the Committee or the owners of any lots in the subdivision to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this Subparagraph (4) or any other of these restriction shall be timely if filed within one hundred twenty (120) days after the date the nonconforming owner shall have been notified of such default, provided such notice shall have been given within fifteen (15) days after discovery of said nonconformance.

The Committee shall have the right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the opinion of the Committee:

(a) Such construction plans are not in accordance with all of the provisions of this Declaration; or

(b) If the design, exterior and interior size, exterior, shape exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent building or structures; or

(c) If such construction plans as submitted are incomplete; or

(d) If the committee shall, within its opinion and discretion, deem the construction plans or any part thereof of the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes, as shall depreciate or adversely affect the values of other building sites or buildings in the subdivision.

Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

From and after the date of this Agreement and until ten (10) years after the date of this Declaration, the Architectural Committee shall consist of three members of the Golfview Homeowners Association and shall be elected by a majority vote of the Golfview Homeowners Association, or its successor, assignee or appointee. From and after ten (10) years after the date of this Declaration, the number and members of the Committee shall be determined by a majority vote of the Golfview Homeowners Association. If, at any time with ten (10) years after the date hereof, Golfview Homeowners Association, or its appointee, assignee or successor shall expressly relinquish or refuse to exercise its power to determine the number and members of the Architectural Committee, the number and members of the Committee shall be determined by the majority vote of the owners of all the lots of this subdivision.

Ken Bartels a member of the Committee has been designated by Golfview Homeowners Association, and the Committee to act for the Committee as its representative, in its name, and on its behalf; in addition, a majority of the Architectural Committee may designate any other member thereof to act for it as its representative, in its name and on its behalf, such designation to be evidenced by a writing so stating which is signed by no less than a majority of the Committee.

FENCE, SWIMMING POOLS, OUTSIDE MATERIALS, OUT BUILDINGS

(12) No temporary or accessory houses, sheds, barns, campers, habitable motor vehicles, boats and/or trailers, tents, recreational appurtenances, shacks, basement or other structure or building of an accessory or temporary character shall be constructed, placed, allowed to exist or used on any lot at any time as a residence either temporarily or permanently. No permanent accessory houses, sheds, barns or shacks shall be erected. No above ground swimming pools shall be allowed on any lot. No fences or dog runs or enclosures shall be erected on any lot. No aluminum, vinyl, plywood siding shall be permitted on any residence. Flat roofs shall not be permitted. Pitch of roof shall be approved together with the architectural design by the Architectural Committee. No antennae, towers, satellite dishes shall be allowed, excluding 18" dish satellite.

HOMEOWNERS ASSOCIATION

(13) There is hereby created a Homeowners Association known as Golfview Homeowners Association and the Developer by executing this Amendment hereby assigns all his rights and title as Developer to said Association. The Golfview Homeowners Association shall consist of all lot owners in both Country Club Estates of Green Garden subdivision Units No. 1 and No. 2.

B. The covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines herein contained all of which may hereafter be referred to as the "restrictions" shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Association, its successors and assigns and all the owners of lots in said subdivision, and their successors and assigns. A violation of the restrictions herein contained shall warrant the Association, its successors and assigns or any other lot owner(s) benefiting thereby to apply to any court of law or equity having jurisdiction for any 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 Association or their successors or assigns in interest, or the owner or owners of any other lot or lots in said subdivision in exercising any right, power or remedy herein provided for, in the event of any breach of any other restrictions herein contained, shall be construed as a waiver thereof or any acquiescence therein; nor shall neglect of the Association or its successors and assigns to exercise any right, power or remedy herein

provided for, in the event of any such breach, prevent the Association from imposing any of the restrictions herein; and said restrictions herein shall continue in effect until September 1, 2007, at which time they shall continue for successive period of ten years unless by a majority vote of the owners of the lots in said Country Club Estates of Green Garden subdivision Units No. 1 and No. 2 at the beginning of each successive ten year period they are amended or terminated.

At any time and from time to time while these restrictions are in effect, they may be amended or revoked by the Association (or its successor and assigns) or by the then owners of not less than sixty percent (60%) of the lots in said Country Club Estates of Green Garden subdivision Units No. 1 and No. 2, which Declaration shall be effective from and after the date of its recording. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument or amendment or revocation has been signed by the then owners of not less than sixty percent (60%) of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots. In the voting provided for herein and in making amendments and revocations of this Declaration, each of said originally platted lots shall be entitled to one vote and shall count as one owner in determining the number of votes and owners.

The word "Association" as used in this Declaration is defined as and intended to include and mean Country Club Estates of Green Garden Homeowners Association and its successor and assigns.

The invalidity of any covenant, conditions, restriction, reservation, equitable servitude, grant, easement or set back line hereby imposed and created or any provision hereof or any part of such provision shall not impair or effect in any manner the validity, enforceability or effect of the remainder of this instrument.

The paragraph headings or marginal identifications contained herein are for convenience only and do not define, limit or describe the contents thereof.

Any acquiescence or failure to enforce any violations of the covenants, conditions, restrictions, reservations, equitable servitudes, grants or easement contained herein shall not be deemed to be a waiver of any of the other provisions of this document in any other instance.

In witness whereof, the Developer and at least sixty percent (60%) of the lot owners in each unit have set their hands and seals the day and date first above written.

Country Club Estates of Green Garden
Golfview Homeowners Association

President

Don L. Allemand

Member of the Board

W. R. [Signature]

Member of the board

Jeffrey A. Berry

Member of the Board

K.E. Daniels

Member of the Board

Mark J. Quinn

Secretary/ Treasurer

James J. Rollin

Vice President

[Signature]

Prepared by:
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