

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

*KRILL & KRILL, ATTORNEYS AT LAW
18 S. FIFTH STREET
GENEVA, IL 60134
(630) 845-8600*

ABOVE SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR DEERPATH CREEK HOMEOWNERS
ASSOCIATION APPLICABLE TO UNITS 7 & 8 OF DEERPATH CREEK
SUBDIVISION**

***NOTE: THIS FIRST AMENDMENT APPLIES ONLY TO UNITS 7 & 8 OF DEERPATH
CREEK SUBDIVISION***

This First Amendment (the "Amendment") to Declaration of Covenants and Restrictions for Deerpath Creek Homeowners Association is made this 19th day of December, 2002 by Deerpath Development Corp., an Illinois corporation (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has previously caused to be incorporated under the laws of the State of Illinois, a not-for-profit corporation, Deerpath Creek Homeowners Association, Inc. (the "Association"), for the efficient preservation of the values and amenities of the entire Deerpath Creek Subdivision in Oswego, Illinois;

WHEREAS, Declarant has delegated and assigned to the Association certain rights, duties and powers related to Deerpath Creek Subdivision contained in the "Declaration of Covenants and Restrictions for Deerpath Creek Homeowners Association" executed by Declarant on November 28, 1997 and recorded in Kendall County as Document Number 9712439 on December 5, 1997 and rerecorded as Document Number 9800193 on January 8, 1998 (the "Original Covenants"). Deerpath Creek Subdivision is referred to as the "Development Tract" in the Original Covenants and this Amendment;

WHEREAS, the Association is responsible for administering the Original Covenants which includes, among other things, maintaining, repairing and replacing all entrance monuments, trees, grass, berms and other landscaping or improvements which were installed by

the Declarant or the Association within recorded landscape easements, monument easements and property owned by the Association within the Development Tract and mowing parkways adjacent to the Development Tract relating to Deerpath Creek Subdivision;

WHEREAS, Declarant has begun development of Units 7 & 8 of Deerpath Creek Subdivision which are the last two units of Deerpath Creek Subdivision and are located south of Morgan Creek. Units 7 & 8 of Deerpath Creek Subdivision (sometimes referred to herein individually as "Unit 7" or "Unit 8" and collectively as "Units 7 & 8") are legally described on Exhibit A hereto;

WHEREAS, Declarant is the record owner and legal title holder of Units 7 & 8, except for certain lots listed in Exhibit B hereto that have previously been sold and deeded to T.J. Baumgartner Custom Homes Corporation, an Illinois corporation ("TJB");

WHEREAS, the Original Covenants cover all of Deerpath Creek Subdivision, including Units 7 & 8;

WHEREAS, Declarant believes it is in the best interest of the current and future owners of Deerpath Creek Subdivision to amend the Original Covenants with respect to Units 7 & 8 as set forth in this Amendment;

WHEREAS, the Board of Directors of Deerpath Creek Homeowners' Association (the "Board") and TJB each consent and agree to this Amendment and acknowledge that this Amendment is in the best interests of the current and future owners of Deerpath Creek Subdivision; and

NOW, THEREFORE, Declarant hereby declares, and TJB and the Board consent to and agree, that in addition to the Original Covenants, Units 7 & 8 are and shall be held, transferred, sold, conveyed and accepted subject to this Amendment. Further, the easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens herein contained shall: (a) be binding upon and inure to the benefit of each Owner of a lot and each lot in Units 7 & 8; (b) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of Units 7 & 8; and (c) run with the land and shall be held, sold and conveyed subject to this Amendment.

The Original Covenants are hereby amended as follows with respect to Units 7 & 8 of Deerpath Creek Subdivision:

1. The recitals set forth at the beginning of this Amendment and all exhibits attached hereto are incorporated herein by this reference as if they were fully set forth herein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Original Covenants. In the event of conflict between the terms of this Amendment and the Original Covenants, this Amendment shall control. All provisions of the Original Covenants that are consistent with this Amendment shall remain in full force and effect.

2. Article I (“Definitions”) of the Original Covenants is amended as follows to specifically take into consideration the construction of Duplex Units in Unit 8:

a. The following new Sections 25-28 are added:

“Section 25. ‘Amended Covenants’ shall mean the Original Covenants together with the amendments made by this Amendment.”

“Section 26. ‘Duplex Building’ shall mean a building containing two separate Dwelling Units that share a common wall.”

“Section 27. ‘Duplex Unit’ shall mean one residence in a Duplex Building which is intended to constitute living quarters for one Family. Each side of a Duplex Building shall be considered a separate Duplex Unit.”

“Section 28. ‘Final Platted Lot’ shall mean a buildable lot shown on the Final Plat recorded in Kendall County for a particular unit(s) of Deerpath Creek Subdivision.”

b. Section 11 (“Dwelling Unit” or “dwelling unit”) is modified to provide that a Duplex Unit shall be considered a Dwelling Unit.

c. Section 15 (“Lot” or “lot”) is modified by adding the following paragraphs to the end of such section:

“For Unit 8, there are 48 Final Platted Lots shown on the Final Plat (recorded in Kendall County on January 29, 2002 as Document Number 200200002753 (as the same may be amended)). A Duplex Building may be constructed on each of these 48 Final Platted Lots. At the time a certificate of occupancy is issued and title transferred for either Duplex Unit contained in that Duplex Building, the Final Platted Lot will be divided into two separate lots, one for each Duplex Unit. The precise legal description of these two separate lots will be set forth on the deeds that convey such Duplex Units. For purposes of the definition of “Lot” or “lot” as used in these Amended Covenants:

a. Until such time as a certificate of occupancy is issued for at least one Duplex Unit thereon, a Final Platted Lot in Unit 8 will constitute one ‘lot’ hereunder.

b. At the time a certificate of occupancy is issued, said Final Platted Lot will be divided along the common wall extended of the Duplex Building into two separate ‘lots’. Each such ‘lot’ will contain one Duplex Unit and each such ‘lot’ will be considered a ‘lot’ hereunder.”

3. The following sentence is added to the end of Article V, Section 3 (“Regular Assessments”) of the Original Covenants:

“For purposes of Sections 3, 4, 6 and 7 of Article V, ‘Each lot in the Development Tract’ and ‘all lots in the Development Tract’ shall mean lot(s) which have been sold or transferred by Developer to a builder, homeowner or other third party and are no longer owned by Developer.”

4. Article VII (“Architectural Standards and Use Restrictions for Dwelling Units”) of the Original Covenants is amended as follows:

a. Section 2 (“Intent and Purpose”) is replaced with the following:

“Section 2. Approval of Plans for Dwelling Units and Alterations. No Dwelling Unit or other building shall be constructed on any Lot in Units 7 & 8 unless the plans therefor have been approved in writing by the Architectural Review Committee prior to construction, pursuant to Section 20 of this Article VII. Once constructed in accordance with approved plans as set forth in the foregoing sentence, an Owner may not make or allow to be made any material alteration, addition or improvement to the exterior of the Dwelling Unit without the prior written consent of the Architectural Review Committee. ‘Material alteration’ shall include without limitation any change in the design, color, material or finish of the exterior of a Dwelling Unit. No approval is required to repaint or refinish the exterior of a Dwelling Unit in accordance with the originally approved color/finish scheme or to rebuild in accordance with the approved plans for such Dwelling Unit. No approval is required for an Owner to repaint, redecorate or otherwise alter the interior of a Dwelling Unit.

It is the intent and purpose of this Article VII to ensure that all Dwelling Units and other improvements on the Lots shall be well-designed, constructed of high quality materials by skilled craftsmen, and be harmonious with neighboring Dwelling Units and subdivision landscaping and design. The Owner of each Lot is solely responsible (and the Declarant, Association, Board and Architectural Review Committee are specifically not responsible in any way whatsoever) for ensuring that the Dwelling Unit and/or other improvements on the Lot are properly designed and constructed so that they are safe and meet all applicable governmental building codes and other relevant requirements or standards.”

b. The second sentence of Section 5 (“Garages”) is replaced with the following:

“No detached garages, carports or similar structures shall be permitted. Overhead garage doors will be kept closed except when vehicles or other items are being pulled into or out of the garage.”

c. Section 6 (“Signs”) is replaced with the following:

“Section 6. Signs, Flagpoles. No private signs, flags or banners of any kind shall be placed on any Lot in Units 7 & 8, except for:

- (i) temporary banners and flags which are regularly moved inside the Dwelling Unit or garage;
- (ii) flagpoles that are not free-standing (*i.e.*, attached to the Dwelling Unit or deck) and do not exceed 5 feet in height (flags must comply with paragraph (i) above); and
- (iii) “For Sale” and political signs as set forth in the following two sentences. “For Sale” and political signs shall be: (A) placed on the Lot that is for sale; (B) limited to no more than two signs on said Lot; (C) no larger than two feet by three feet in size; and (D) placed outside all landscape easements, monument easements and street rights of way. Political signs may only be installed for the two weeks immediately preceding an election, referendum or other matter to be voted upon and must be removed immediately thereafter.

This section shall not apply to the Declarant, signs installed by the Declarant or any signs installed by a builder of Dwelling Units on any lot owned by such builder on the Development Tract that have been approved by Declarant.”

d. Section 7 (“Recreational or Commercial Vehicles”) is replaced with the following:

“Section 7. Recreational or Commercial Vehicles. Commercial vehicles, tractors, mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other watercraft, snowmobiles, all-terrain vehicles, and boat, snowmobile and recreational vehicle trailers shall be parked only inside garages with the garage door closed. No inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored on any driveway. No vehicles of any kind shall be repaired or rebuilt anywhere other than within a garage. The foregoing restrictions do not apply to the Declarant or to the parking of any builder’s construction vehicles and trailers during construction on a Lot owned by such builder. Violation of the parking regulations set forth in this paragraph shall be deemed a nuisance hereunder.”

e. The following phrase is added after the word “kennels” in the third sentence of Section 8 (“Animals”):

“or other shelter for dogs, dog runs, or permanent chains to restrain dogs”

f. The first sentence of Section 9 (“Condition of Property”) is replaced with the following:

“No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse or compost pile or unsightly objects or materials shall be allowed to be placed, kept or maintained on any Lot. Vegetable gardens are permitted, provided they: (1) do not exceed fifty (50) square feet in size; (2) are located in the rear yard immediately adjacent to the Dwelling Unit; (3) are screened from view from the neighboring properties; and (4) are kept in a neat and clean condition. No artificial vegetation shall be permitted outside the Dwelling Unit or garage on any Lot except for typical holiday decorations that are installed at the beginning of the relevant holiday period and removed within fifteen (15) days after the holiday has passed. No decorations that are unsightly or offensive shall be permitted.”

g. The following text is added before the period at the end of Section 10 (“Swimming Pools”):

, and the same must be approved prior to construction thereof by the Architectural Review Committee in accordance with Section 20 of this Article. Outdoor hot tubs and Jacuzzis may be installed above ground only if they are included and approved as part of a deck or patio by the Architectural Review Committee in accordance with Sections 14 and 20 of this Article. Small, temporary children’s pools may be used on a Lot; provided the pool is emptied and moved inside at the end of each day.”

h. Section 11 (“Fences”) is replaced with the following:

“Section 11. Fences. No fences of any kind other than those described in Exhibit C hereto shall be installed or maintained on any Lot. The location, dimensions, construction materials and finish of all fences must be submitted to and approved by the Architectural Review Committee pursuant to Section 20 of this Article prior to construction. This section shall not apply to the Declarant or fences installed by the Declarant.”

i. Section 14 (“Accessory Structures”) is replaced with the following:

“Section 14. Accessory Structures.

a. No storage buildings, sheds, greenhouses, enclosed playhouses or other outbuildings may be installed on any Lot.

b. Patios, decks and gazebos may be installed only after having first been approved by the Architectural Review Committee pursuant to Section 20 of this Article.

c. Permanent landscaping structures, including without limitation fountains, ponds, trellises and planter boxes, may be installed only after first having been approved by the Architectural Review Committee pursuant to Section 20 of this Article.

d. Permanent swing sets and other permanent play structures or equipment may be installed only after first having been approved by the Architectural Review Committee pursuant to Section 20 of this Article.

'Permanent' as used in this Section 14 shall mean any structure or other improvement that either: (1) is not periodically moved by the Owner inside the garage or Dwelling Unit or (2) weighs more than one hundred fifty pounds (150 lbs.) (collective weight of 150 lbs. if there are several pieces that are attached together or together comprise one structure or improvement).

This Section 14 shall not apply to the Declarant or improvements made by the Declarant. The Declarant may maintain in or upon the Development Tract as Declarant shall determine in its sole discretion storage buildings, sheds, sales and construction trailers and offices, signs, storage areas, parking lots and areas, and such other items or improvements as it deems convenient during such times as new homes are being constructed and sold in Units 7 & 8."

j. The following sentence is added to the end of Section 15 ("Antennae and Satellite Dishes"):

"'Large satellite dishes' shall mean satellite dishes larger than three feet (3') in diameter. Any restrictions in this Section 15 that are violative of 47 CFR 1.4000 or other rules or regulations of the FCC shall be deemed revised to the extent necessary to comply therewith."

k. Section 18 ("Laundry Drying, Flag Poles, Nameplates") is modified as follows:

1) The phrase "Flag Poles" which appears in the heading of this Section 18 is replaced with the phrase "Window Air Conditioning Units".

2) The second sentence of Section 18 is replaced with the following:

"No window air conditioning units may be installed on any Lot, except for temporary use in a model home approved by the Declarant or as may be approved by the Architectural Review Committee pursuant to Section 20 of this Article."

l. Section 20 ("Architectural Control") is amended to read as follows:

"Section 20. Architectural Review Committee." The Board of Directors of the Association may establish an Architectural Review Committee to consist of at

least three (3), but no more than five (5) members, all of whom shall be appointed by the Board of Directors. Directors may be members of the committee. If the Board does not establish the Architectural Review Committee, the Board shall act as the Architectural Review Committee until such time as Board establishes the committee. The Architectural Review Committee shall have exclusive jurisdiction over the approval of construction plans for Dwelling Units, alterations to the exterior of the Dwelling Units, swimming pools, fences, decks, gazebos, and other structures and improvements as set forth in this Article VII. Exhibit D hereto describes the process that must be followed to seek such approval.

The Architectural Review Committee shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the review process and operation of the Architectural Review Committee, subject to the terms of this Declaration, the Association Bylaws and resolutions or rules of the Board.”

m. The following new Sections 23-26 are added:

“Section 23. Mailboxes. No mailboxes of any kind other than those described in Exhibit E hereto shall be installed or maintained on any Lot.

Section 24. Guns. The discharge of firearms within Units 7 & 8 is prohibited. The term “firearm” shall include “B-B” guns, pellet guns, and other firearms of all types, regardless of size.

Section 25. Sump Pump Discharge. All sump pump discharge lines must be buried under the lawn so as not to be visible. Discharge from the line must be dissipated so the flow is not concentrated in one spot and there is no erosion of surrounding areas, standing water or other unsightly conditions. Sump lines may not be discharged directly onto a neighboring property.

If the Architectural Review Committee determines, in its sole discretion, that the discharge of water from a Dwelling Unit’s sump pump is causing erosion or other damage or is creating an unsightly condition, the Committee may require the Owner of such Dwelling Unit to tie his sump pump discharge line into a storm drain or structure or take other remedial action at the Owner’s sole cost and expense. Any such “tie-in” to a storm drain or structure must be approved both by the Village of Oswego (or other relevant governmental authority) and the Architectural Review Committee.

Section 26. Maintenance of Lot and Improvements. Each Owner of a Lot in Units 7 & 8 shall maintain his Lot and any improvements thereon in a first class manner, so as to maintain the highest quality appearance of the Lot and Units 7 & 8. Such maintenance shall include without limitation mowing and maintaining the lawn and trimming and maintaining landscaping and trees in a healthy and visually pleasing condition. The Owner shall promptly remove and replace any

dead or diseased grass, landscaping or trees on his Lot with healthy plants. The Owner shall replace any improvements or parts thereof that are in disrepair. For purposes of this section, "improvements" shall include without limitation, the exterior of a Dwelling Unit, decks, patios, fences, gazebos and any other approved structures that have been constructed or placed on the Lot. Each Owner shall also maintain the parkway adjacent to his Lot in the same manner he is required to maintain his Lot."

5. Article XII ("General Provisions") of the Original Covenants shall be revised as follows:

a. The following sentence is added after the first sentence of Section 4 ("Leasing of Residence"):

"All leases shall be for a term of at least one (1) year. A copy of such lease will be given to the Association at the time the lease is executed."

b. The second sentence of Section 9 ("Property Ownership in Trust") is deleted.

c. The following paragraphs are added at the end of Section 10 ("Enforcement"):

"In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of these Amended Covenants, the By-Laws, or rules or regulations of the Board, the Board on behalf of the Association shall (in addition to any other remedies available in these Amended Covenants or otherwise) have the authority to enter upon the Owner's Lot where the violation or breach exists to remove or rectify the violation or breach; provided that the Association shall provide the Owner with seven (7) calendar days prior written notice before proceeding. The Association shall send an invoice to the Owner for all costs and expenses incurred by the Association in connection with such self-help by the Association, including reasonable attorney's fees. Invoices not paid within thirty (30) days shall be deemed delinquent and the Association shall have the same rights with respect thereto as provided for delinquent assessments.

The phrase "Covenants and Restrictions" as used in this Section 10 shall mean all covenants, restrictions or provisions contained in this Declaration or in any rules, bylaws or regulations of the Board or the Architectural Review Committee.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable for assessments charged to such Lot. 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 the property. The Association, Declarant and Lot Owners in the Development Tract, individually or collectively, may (i) bring an action against the Owner personally obligated to pay the assessment to recover the assessment (together with interest, costs and reasonable attorneys' fees for any such action,

which shall be added to the amount of the assessment and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which may exist for its benefit, and (iii) maintain for the benefit of all Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" 735 ILCS 5/9-101, *et seq* as amended or any successor statute. In addition, the Board may add a reasonable late fee it shall determine to any installment of an assessment which is not paid within 30 days of its due date. No Owner may waive or otherwise escape liability for the assessment or other charges or payment provided for herein by nonuse, abandonment or transfer of his Lot.

All costs and expenses incurred by the Association in connection with any action, proceeding or self-help in connection with the exercise of its rights and remedies under this section, together with interest thereon at the lower of eighteen percent (18%) per annum or the maximum rate allowed by law, shall be charged to and assessed against the defaulting Owner. The Association shall have a continuing lien for the same upon such Owner's Lot as provided in Article V. Venue for all actions at law provided for herein shall be in Kendall County, Illinois. Any person in possession of a Dwelling Unit on a Lot shall be deemed authorized to accept summons on behalf of the Owner(s) of such Lot."

d. The following new Section 14 ("Assessments on Lots Under Construction") is added:

"Section 14. Assessments on Lots Under Construction. With regard to any portions of the Development Tract upon which Lots are being constructed or have been completed and title has not been conveyed by Declarant, the assessment respecting any such portion of the Development Tract (if there is any assessment due for such portion of the Development Tract) shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such portion of the Development Tract, provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on such Lot on the same basis as any other Owner. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering maintenance and operation and shall not include capital expenditures, amounts to be set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable in whole or in part to subsequent periods.

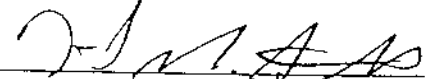
The Association shall indemnify and hold harmless the Declarant and its officers and directors and each of the directors and officers of the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever, including without limitation the funding of reserve accounts, that were carried out during or relating to the time period prior to the initial Annual Membership Meeting, except for any acts or omissions found by a court to constitute criminal

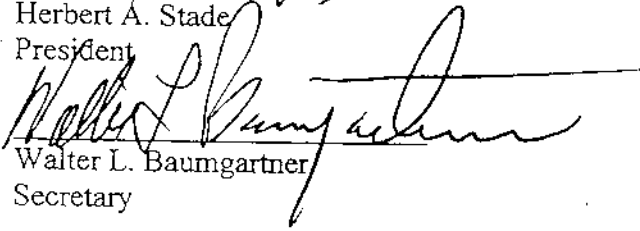
conduct, gross negligence or actual (rather than constructive) active fraud. It is intended and agreed that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director or officer may be involved by virtue of such person being or having been such director or officer."

IN WITNESS WHEREOF, Declarant has executed and TJB and the Board have consented to and acknowledged this First Amendment to Declaration of Covenants and Restrictions for Deerpath Creek Homeowners Association as of the date first above written.

DECLARANT:

DEERPATH DEVELOPMENT CORP.,
an Illinois corporation

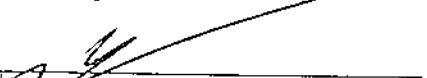
By: 
Herbert A. Stade
President

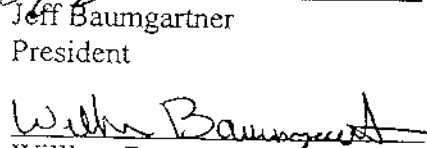
Attest: 
Walter L. Baumgartner
Secretary

T.J. BAUMGARTNER CUSTOM HOMES CORPORATION:

T.J. Baumgartner Custom Homes Corporation does hereby acknowledge, consent to and agree that the foregoing Amendment shall be binding upon it and any lots owned by it as well as all current and future owners in Deerpath Creek Units 7 & 8.

T.J. BAUMGARTNER CUSTOM HOMES CORPORATION,
an Illinois corporation

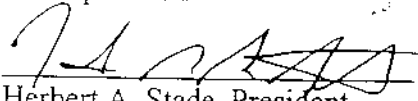
By: 
Jeff Baumgartner
President

Attest: 
William Baumgartner
Secretary

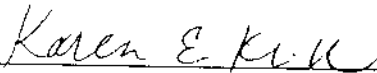
DEERPATH CREEK HOMEOWNERS ASSOCIATION:

Deerpath Creek Homeowners Association does hereby acknowledge, consent to and agree that the foregoing Amendment is in the best interests of current and future owners of Deerpath Creek Subdivision and that said Amendment shall be binding upon all lots and current and future owners in Deerpath Creek Units 7 & 8.

DEERPATH CREEK HOMEOWNERS ASSOCIATION, INC.
an Illinois corporation

By: 
Herbert A. Stade, President

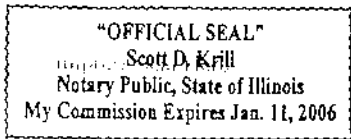
I, Karen E. Krill, as the Secretary of Deerpath Creek Homeowners Association, certify and confirm that the Board of Directors of Deerpath Creek Homeowners Association by duly adopted resolution did consent to and agree that the foregoing Amendment is in the best interests of current and future owners of Deerpath Creek Subdivision and that said Amendment shall be binding upon all lots and current and future owners in Deerpath Creek Units 7 & 8, and directed the President of Deerpath Creek Homeowners Association to execute this First Amendment on behalf of the Association and the Board of Directors.


Karen E. Krill
Secretary, Deerpath Creek Homeowners Association, Inc.

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

I, Scott Krill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert A. Stade personally known to me to be the President of the Deerpath Development Corp. and Walter Baumgartner personally known to me to be the Secretary of Deerpath Development Corp., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 2002.



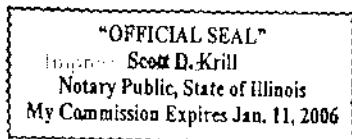

NOTARY PUBLIC

My commission expires: January 11, 2006

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

I, Scott Krill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Baumgartner personally known to me to be the President of T.J. Baumgartner Custom Homes Corporation and William Baumgartner personally known to me to be the Secretary of T.J. Baumgartner Custom Homes Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 2002.



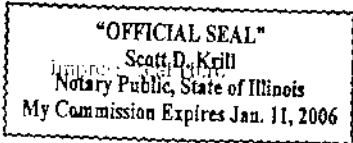

NOTARY PUBLIC

My commission expires: January 11, 2006

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

I, Scott Krill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert A. Stade and Karen E. Krill personally known to me to be the President and Secretary of Deerpath Creek Homeowners Association, Inc., respectively, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of December, 2002.





NOTARY PUBLIC

My commission expires: January 11, 2006

EXHIBIT A

[Legal Description of Units 7 & 8]

LOTS 346 THROUGH 407, INCLUSIVE, 434 AND 458 OF DEERPATH CREEK UNIT 7, ACCORDING TO PLAT THEREOF RECORDED JANUARY 29, 2002 AS DOCUMENT 200200002752, IN KENDALL COUNTY, ILLINOIS

LOTS 408 THROUGH 433, INCLUSIVE, AND 435 THROUGH 457, INCLUSIVE OF DEERPATH CREEK UNIT 8, ACCORDING TO PLAT THEREOF RECORDED JANUARY 29, 2002 AS DOCUMENT 200200002753, IN KENDALL COUNTY, ILLINOIS

EXHIBIT B

[Lots Owned By T.J. Baumgartner Custom Homes Corporation]

DEERPATH CREEK UNIT 7: LOTS 355, 361, 366, 385, 394, 396, 400, 401 AND 407

DEERPATH CREEK UNIT 8: LOTS 408, 418, 435 AND 456

EXHIBIT C
[Fence Restrictions]

1. General. All fences shall be of the type shown in the picture and described below and shall be subject to the further restrictions set forth below:



The fence is four (4') high at the top of the post and forty-two inches (42") high at the lowest point of the arc (scallop) between the posts. It is constructed of rough sawn cedar in a board on board, semi private pattern. The vertical boards are secured to two horizontal beams that span and attach to the posts. The vertical boards (panels) are one inch thick by six inches wide (1" x 6"), posts are four inches thick by four inches wide (4"x 4"), horizontal beams are two inches thick by four inches wide (2"x 4"). The span between the posts is eight feet (8'). The posts are securely set a minimum of three feet (3') below ground in gravel or concrete. **THE FENCE IS CONSTRUCTED OF NATURAL CEDAR, AND MAY BE FINISHED ONLY WITH A CLEAR FINISH. NO TINTED OR COLORED STAIN OR PAINT OF ANY KIND IS PERMITTED.**

Fencing may only be installed and maintained along the perimeter of the rear yard of the Lot. "Rear yard of the Lot" shall mean the yard beginning at the back wall of the Dwelling Unit and extending to the rear of the Lot. No fence shall be placed or extended into any part of the side or front yard. The location, dimensions, constructional materials and finish of all fences must be submitted to and approved by the Architectural Review Committee pursuant to Section 20 of Article VI prior to construction.

Notwithstanding anything to the contrary herein, the Declarant may add to or change the type of fence(s) that may be approved hereunder or approve any fence in its sole discretion prior to the

(Exhibit C Page 1 of 2)

Annual Membership Meeting. Owner shall be solely responsible for ensuring that any fence permitted by this Section is well-designed and constructed, and is safe, and complies with the ordinances of the Village of Oswego and/or any other appropriate governmental authority. The provisions of Article VII, Section 11 ("Fences") and this Exhibit C shall not apply to Declarant or fences installed by Declarant.

2. Fences Around Approved In-Ground Swimming Pools. Notwithstanding the general restriction set forth above, a five (5') high fence may be installed and maintained around an in-ground swimming pool in order to comply with Village of Oswego ordinances. The construction and finish of any such fence shall be the same as described above. If the Village changes its ordinances or other requirements to require a higher or different type of fence around pools, the Architectural Review Committee may approve such fence. Any such fence and swimming pool must be submitted and approved by the Architectural Review Committee before construction.

3. Lots Abutting Natural Areas or Parks. In the case of a Lot that abuts a park or natural area maintained by the park district or Homeowners association, if said park or natural area is bordered by a split rail fence, the Owner of the Lot must place his fence at least twelve inches (12") from the split rail fence, and the Owner of the Lot shall ensure there is a healthy stand of grass or other vegetation in the area between the fences and that said area is regularly mowed and maintained so that it blends with the adjacent park or natural area.

4. Landscape Easements. No fences shall extend into any part of a landscape easement.

5. Stormwater Management Easements. Any Owner who places a fence in a stormwater management easement is responsible for ensuring the fence does not impede the flow of water through such easement or alter the grade of such easement, and agrees to remove or alter such fence at Owner's sole expense if the Declarant, Village of Oswego or other governmental authority determines (in its sole discretion) that the fence alters or impedes the flow or detention of water in said stormwater management easement. The Owner of a fence placed in a stormwater management easement assumes the risk and agrees to be responsible for any destruction or damage done to the fence by stormwater detained and flowing through said easement.

(Exhibit C Page 2 of 2)

EXHIBIT D

[Architectural Review Committee Procedures]

In the event an Owner wishes to obtain the approval of the Architectural Review Committee, the Owner must follow the following procedures:

1. The Owner shall submit a written application to the Architectural Review Committee. Such application shall include all plans and documents reasonably required by the committee. Typically, the committee will require at a minimum: (1) architectural design plans and specifications showing the proposed improvement which shall include construction materials, finish material and color scheme, (2) a site plan showing the location of the proposed improvement as well as all existing and proposed grades, property lines, setbacks and locations of existing improvements on the Lot, (3) a landscape plan showing existing landscaping and proposed landscaping on the site, and (4) a construction schedule. All documents must be submitted in duplicate.

2. The committee shall use reasonable efforts to review the application and approve or disapprove the application within thirty (30) days after all requested documents and fees have been submitted. The decision of the committee shall be conclusive and binding on the Owner/applicant.

The committee shall inform the applicant of its decision in writing in a letter addressed to the Owner/applicant. If the committee disapproves all or any part of the application or requires changes to the application, it shall provide the reasons therefor in its letter. Any revisions submitted by the Owner/applicant shall be reviewed in the same manner as the original application.

No improvement shall be considered approved by the committee unless such approval is in writing contained in a letter from the committee and the committee has stamped or signed each page of the application "Approved".

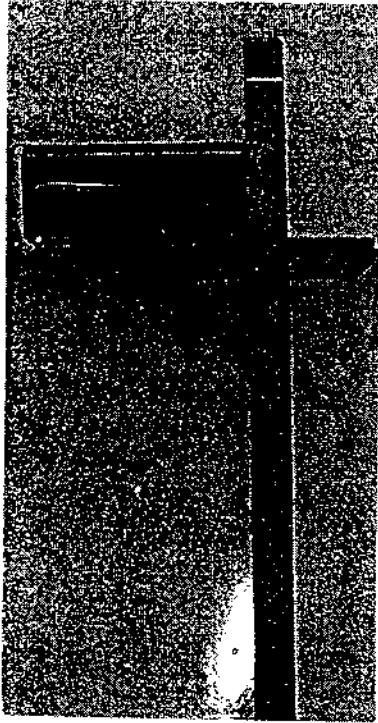
3. The Owner/applicant shall be responsible for providing erosion control and other protections to ensure neighboring lots and rights of way are protected.

4. The committee may from time to time adopt rules and regulations governing the review and approval process, including standardized approvals of certain frequently requested and non-controversial items.

5. **The Owner/applicant is solely responsible for ensuring that the proposed improvement(s) are properly designed and constructed so that said improvement(s) are safe and meet all applicable building codes and other relevant requirements or standards. The Owner/applicant understands and agrees the Architectural Review Committee shall have no responsibility whatsoever regarding the design, construction, propriety or safety of the proposed improvement(s) or their compliance with applicable laws, codes, rules, regulations or standards.**

EXHIBIT E
[Mailbox Restrictions]

All mailboxes shall be of the type shown in the picture and described below and shall be subject to the further restrictions set forth below:



The vertical post, horizontal arm and brace for the arm are all constructed of 4"x 4" (four inches thick by four inches wide) natural cedar secured with rust-resistant screws. The vertical post is seven-feet (7') tall (or more depending on the depth the post is buried in the ground) and shall be securely set a minimum of three feet (3') below ground in compacted gravel. The arm is twenty-six inches (26") long and extends fifteen inches (15") from the vertical post toward the street. When installed, the top of the arm (bottom of the mailbox) should be forty inches (40") above street level. **THE POST, ARM AND BRACE ARE ALL CONSTRUCTED OF NATURAL CEDAR, AND MAY BE FINISHED ONLY WITH A CLEAR FINISH.** No tinted or colored stain or paint of any kind is permitted.

The mailbox itself is a Standard Size "T1" mailbox with a black, satin finish. It is approximately nineteen inches (19") long, six and one-half inches (6.5") wide and eight and one-half inches (8.5") tall. The mailbox shall be constructed out of sturdy, rust-resistant steel or aluminum. Numbers showing the address (no street name, just numbers) of the Dwelling Unit shall be securely nailed to the top part of the vertical post above the arm on the same side of the post as the mailbox flag. Numbers are installed on one side of the post only. The numbers shall be made of rust-resistant steel or aluminum, painted black and shall be four inches (4") tall and of the style shown in the picture above.

The mailbox post shall be installed in the right-of-way directly in front of the relevant Dwelling Unit approximately two feet (2') from the driveway apron (unless otherwise directed by the Architectural Review Committee) and in accordance with postal service requirements. When the Dwelling Unit is first constructed, the builder of such Dwelling Unit will supply (at Owner's cost) the first mailbox for that Unit. It shall be the Owner's responsibility to ensure the mailbox for his Dwelling Unit is placed and constructed in accordance with postal service and any other appropriate governmental requirements. The Owner shall maintain the mailbox for his Dwelling Unit in first-rate condition and shall repair or replace the mailbox to the same standards set forth herein and in the same location as the original mailbox.

Notwithstanding anything to the contrary herein, the Declarant may add to or change the type or location of mailbox(es) that is permitted under this section in its sole discretion prior to the Annual Membership Meeting.