

200300011106  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
04-04-2003 At 02:12 pm.  
AMEND LAND 21.00

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

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

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

This Second Amendment (the "Second Amendment") to Declaration of Covenants and Restrictions for Deerpath Creek Homeowners Association is made this 20th day of February, 2003 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") as amended by the First Amendment thereto (the "First Amendment") dated December 19, 2002 and recorded in Kendall County as Document Number

200200032260. (The Original Covenants as amended by the First Amendment are referred to herein as the "Covenants");

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, Declarant believes it is in the best interest of the current and future owners of Deerpath Creek Subdivision to amend the Covenants as set forth in this Second Amendment, and the Board of Directors of Deerpath Creek Homeowners' Association (the "Board") and TJB each consent and agree to this Second Amendment and acknowledge that this Second 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 Units 7 & 8 are and shall be held, transferred, sold, conveyed and accepted subject to this Second Amendment.

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

1. The second sentence of Exhibit C to the First Amendment "Fence Restrictions" is replaced with the following sentence in order to increase the height of the permitted fence from four feet to five feet:

"The fence is five feet (5') high at the top of the post and fifty-four inches (54") high at the lowest point of the arc (scallop) between the posts."

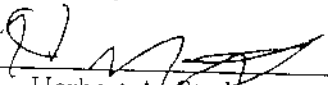
2. The recitals set forth at the beginning of this Second Amendment are incorporated herein by this reference as if they were fully set forth herein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Covenants.

3. In the event of conflict between the terms of this Second Amendment and the Covenants, this Second Amendment shall control. All provisions of the Covenants that are not inconsistent with this Second Amendment shall remain in full force and effect.

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

**DECLARANT:**

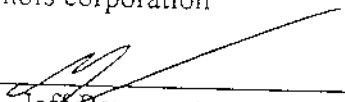
DEERPATH DEVELOPMENT CORP.,  
an Illinois corporation

By:   
Herbert A. Stade  
President

**T.J. BAUMGARTNER CUSTOM HOMES CORPORATION:**

T.J. Baumgartner Custom Homes Corporation does hereby acknowledge, consent to and agree that the foregoing Second 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.

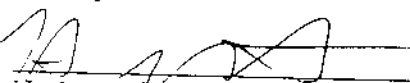
T.J. BAUMGARTNER CUSTOM HOMES CORPORATION,  
an Illinois corporation

By:   
Jeff Baumgartner  
President

**DEERPATH CREEK HOMEOWNERS ASSOCIATION:**

Deerpath Creek Homeowners Association does hereby acknowledge, consent to and agree that the foregoing Second Amendment is in the best interests of current and future owners of Deerpath Creek Subdivision and that said Second 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 Second Amendment is in the best interests of current and future owners of Deerpath Creek Subdivision and that said Second 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 Second Amendment on behalf of the Association and the Board of Directors.

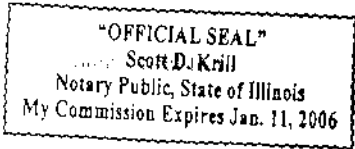
*Karen E. Krill*

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 Deerpath Development Corp. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he 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 his 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 20th day of February, 2003.



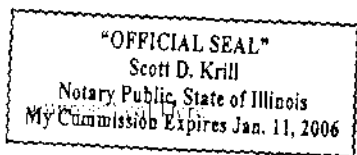
*Scott D. Krill*  
\_\_\_\_\_  
NOTARY PUBLIC


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 personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he 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 his 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 20th day of February, 2003.



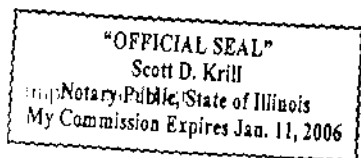
  
NOTARY PUBLIC

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 20th day of February, 2003.



  
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, 360, 361, 366, 385, 386, 388, 389, 394, 396, 400,  
401 AND 407

DEERPATH CREEK UNIT 8: LOTS 408, 418, 433, 435 AND 456