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ABOVE SPACE FOR RECORDER'S USE ONLY

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DEERPATH TRAILS SUBDIVISION**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
DEERPATH TRAILS SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for Deerpath Trails (the "Declaration") is made this 8th day of March, 2004, by DEERPATH TRAILS DEVELOPMENT LLC, an Illinois limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant and WILLOW GROVE ASSOCIATES LLC, an Illinois limited liability company ("WGALLC") are the owners in fee simple of the real estate legally described on Exhibit A hereto and commonly known as Deerpath Trails Subdivision (hereinafter referred to as the "Development Tract"); and

WHEREAS, Declarant intends to develop the Development Tract as a residential community named Deerpath Trails Subdivision, and a portion of the Development Tract has already been subdivided and final platted as Unit 1 of Deerpath Trails Subdivision; and

WHEREAS, Declarant desires to preserve the values and amenities in Deerpath Trails Subdivision by subjecting the Development Tract to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, as each unit of the Development Tract is subdivided and final platted, said unit shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in and the harmonious appearance of Deerpath Trails Subdivision, to create an agency to which should be delegated and assigned the powers of (i) caring for and maintaining certain landscaped areas and other property owned or maintained by the Association (as defined below) and (ii) administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration.

NOW, THEREFORE, Declarant, declares and WGALLC consents to and joins in such declaration, that the Development Tract is and shall be held, transferred, sold, conveyed, transferred, mortgaged, encumbered and occupied subject to the terms, reservations, covenants, restrictions, easements, charges, liens and other provisions set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the attributes of Deerpath Trails Subdivision for the use and enjoyment of the residents and owners thereof. This Declaration shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the Development Tract, and shall inure to the benefit of each owner thereof.

ARTICLE I RECITALS AND EXHIBITS

The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference as if they were fully set forth herein.

ARTICLE II DEFINITIONS

Section 2.01. "Annual Assessments" shall mean assessments levied by the Association to fund recurring Association maintenance expenses and other typical annual costs and expenses.

Section 2.02. "Articles of Incorporation" or "Articles" shall mean the Articles of Incorporation of the Deerpath Trails Homeowners Association, Inc.

Section 2.03. "Association" shall mean and refer to the Deerpath Trails Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 2.04. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Deerpath Trails Homeowners Association, Inc. "Director" shall mean a member of the Board.

Section 2.05. "Bylaws" shall mean the Bylaws of the Deerpath Trails Homeowners Association, Inc. The Bylaws in effect as of the date of this Declaration are attached hereto as Exhibit B.

Section 2.06. "Declarant" shall mean and refer to Deerpath Trails Development LLC, its successors and assigns (other than the purchaser of a lot).

Section 2.07. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements.

Section 2.08. "Deerpath Trails Subdivision" shall mean the single-family residential community into which the Development Tract is being developed. The preliminary plat for Deerpath Trails Subdivision is recorded as Exhibit B to the Annexation Agreement for Deerpath Trails Subdivision, dated March 15, 2001, filed for record on April 3, 2001 as Document No. 200100005358. As of the date of this Declaration, the land described in said preliminary plat is the same land described in Exhibit A to this Declaration. In the event any additional property is added to this Declaration as provided for herein, the term "Deerpath Trails Subdivision" as used herein shall be expanded to include any such additional property.

Section 2.09. "Development Tract" shall mean the real property herein referred to and legally described in Exhibit A, and any other property added to this Declaration as provided for herein, which is subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described in this Declaration.

Section 2.10. "Dwelling", "dwelling", "Dwelling Unit" or "dwelling unit" shall mean a single-family residential building permanently constructed on a Lot in accordance with this Declaration.

Section 2.11. "Family" or "family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, maintaining a common household in a dwelling.

Section 2.12. "Garage" or "garage" shall mean an enclosed storage area with doors designed or used for storage of motor vehicles.

Section 2.13. "Initial Meeting of Members" shall mean the first meeting of Members called for the purpose of electing Directors to replace the Board appointed by the Declarant, and shall be held on the Turnover Date.

Section 2.14. "Lot" or "lot" shall mean and refer to a parcel of land described or depicted on any final recorded plat as a lot, under common fee ownership, occupied by or intended for occupancy by one or more dwellings and having frontage on a platted street.

Section 2.15. "Member" or "member" shall mean and refer to a person(s) or entity which holds membership in the Deerpath Trails Homeowners Association.

Section 2.16. "Occupant" or "occupant" shall mean a person or persons, other than an owner, in lawful possession of one or more residences.

Section 2.17. "Owner" or "owner" shall mean the person(s) or entity(ies) whose estates or interests, individually or collectively, aggregate fee simple record ownership of a Lot, and their successors and assigns. For the purpose of this Declaration unless otherwise specifically provided herein, the word "owner" shall include any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal record title to a lot and the Declarant as to all unsold lots which are or will be constructed on the Development Tract.

Section 2.18. "Parkway" or "parkway" shall mean the unpaved strip of land within a street right-of-way which is parallel to the roadway.

Section 2.19. "Person" or "person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 2.20. "Record" or "record" shall mean to record a document in the Office of the Recorder of Deeds of Kendall County, Illinois.

Section 2.21. "Special Assessments" shall mean assessments levied by the Association to fund nonrecurring or atypical expenses and capital improvements.

Section 2.22. "Structure" or "structure" shall mean anything other than a building erected or constructed on a lot, the use of which requires a more or less permanent location on or in the ground. Ornamental masonry walls and fences shall be construed to be structures.

Section 2.23. "Turnover Date" shall mean the earlier of: (i) the date on which all property in the Development Tract (including any additional property) has been subdivided pursuant to the recording of a final plat and one hundred percent (100%) of the Lots in such subdivided property have been conveyed from Declarant to purchasers of Lots; and (ii) the date on which the Declarant gives written notice to the Association that Declarant has elected to turnover to the Members the authority to elect the Board at the Initial Meeting of Members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

Section 3.01. Development Tract.

The real property legally described in Exhibit A hereto and commonly known as Deerpath Trails Subdivision is hereby and shall hereby be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration. A portion of the Development Tract (Unit 1 of Deerpath Trails Subdivision) has been subdivided into lots. The remainder of the Development Tract has not yet been subdivided into lots, but will be subdivided as final plats of successive units of Deerpath Trails Subdivision are recorded:

- a) Property that Has Been Subdivided into Lots. Unit 1 of Deerpath Trails Subdivision has been subdivided into lots pursuant to a final plat recorded on June 6, 2003 as Document No. 200300019028. All of the Lots contained in said Unit 1 shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.
- b) Unsubdivided Property. The remaining portion of the Development Tract has not yet been subdivided into lots as of the date of this Declaration, but will be developed and subdivided into lots as final plats for each successive unit of Deerpath Trails Subdivision are recorded. Each lot that results from such subdividing shall automatically be deemed subject to this Declaration and to all provisions, terms, covenants and restrictions hereof without further action of the Declarant, and every Person who is an Owner of such newly-formed lots shall automatically become a Member of the Association. The intent of this paragraph is that in all respects the unsubdivided property in the Development Tract shall continue to be subject to all of the provisions of this Declaration after the same becomes subdivided into lots pursuant to recording of final plat(s) without further action of Declarant of any kind.

Section 3.02. Additional Property.

Declarant reserves the right for itself and its successors and assigns to subject any other additional property to this Declaration pursuant to Article XI, below.

Section 3.03. Exempted Property.

The following property included in the Development Tract shall be exempted from and shall not be subject to this Declaration:

- a) Any parcels of property or lots designated on any final recorded plat as park, right-of-way or similar public sites to be deeded, dedicated or transferred to the appropriate governmental authority;
- b) Any parcels of property or lots designated on any final recorded plat to be deeded, dedicated or transferred to the Association; and
- c) Any parcels of property or lots owned by Declarant or its agents where enforcement of the provisions of this Declaration may interfere with Declarant's development and sale of Lots in the Development Tract as set forth in Section 10.02, below.

Section 3.04. Burden of Declaration Runs with the Land.

The Declarant declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall run with the land, and same shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the Person to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a lot as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE IV
ASSOCIATION CREATION AND PURPOSES

Section 4.01. Creation.

The Declarant shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named "Deerpath Trails Homeowners Association, Inc."

Section 4.02. Powers, Duties and Responsibilities.

The Association shall be the governing body for all the Owners of lots in Deerpath Trails, and shall be responsible for the operation, maintenance, repair and replacement of the property entrusted to the care of the Association as specified in Section 4.03, below, the enforcement of this Declaration, and the carrying out of the purposes of this Declaration. It shall exercise all powers necessary to fulfill its obligations as delineated in this Declaration, its Articles, and its Bylaws, including without limitation levying Annual Assessments and other assessments in order to fund the same.

Section 4.03. Maintenance of Certain Property.

The Association shall be responsible for the operation, use, maintenance, repair and replacement of the following property in or adjacent to the Development Tract:

- (a) the subdivision entrance monuments and features, gatehouses, sprinkling and electrical and lighting systems, and all associated vegetation, grass, fencing and other improvements;
- (b) all property owned by the Association, including without limitation: (i) the Association-owned lots adjacent to the Plainfield Road and Grove Road entrances (the lots adjacent to the Plainfield Road entrance have been platted as Lots 500, 501 and 502 of Unit 1); (ii) the Association-owned detention basin located in Unit 1 (platted as Lot 503 of Unit 1); and (iii) any other Lots in the Development Tract that are designated in a final plat to be deeded to the Association;
- (c) the berms and rights-of-way along Plainfield and Grove Roads, landscape easements, and the conservation and drainage easement along Morgan Creek as shown in a final recorded plat of Deerpath Trails Subdivision; and
- (d) any other property the Board, in its sole discretion, determines the Association should operate, use, maintain, repair or replace to further the purposes of this Declaration.

ARTICLE V

ASSOCIATION MEMBERSHIP, VOTING AND ADMINISTRATION

Section 5.01. Membership.

Every Person or entity who is an Owner of a Lot shall automatically be a Member of the Association, irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other document of conveyance. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. If more than one Person is the record Owner of a Lot, all such Persons shall be considered collectively as one Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and ceases upon termination of such ownership. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any successors in interest owns one or more Lots.

Section 5.02. Member Voting Classes.

The Association shall have two classes of voting membership:

- (a) Class A. Class A Members shall be all Owners, provided that the Declarant shall not be a Class A Member until the Turnover Date. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by this Article V. When more than one Person holds such interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot.

- (b) Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to (i) five (5) votes for each Lot and (ii) fifteen (15) votes for each unsubdivided acre of property remaining in the Development Tract in which it holds the interest required for membership by this Article V, provided that the Class B membership shall cease and be converted to Class A membership on the Turnover Date.

Section 5.03. No Member Action Prior to Turnover Date; Voting as Right of Membership.

Prior to the Turnover Date: (i) There will be no meetings or voting of Members; and (ii) all powers that can be exercised or actions that can be taken by the Members shall be vested solely in the Declarant.

The provisions of membership in this Article V shall be mandatory. No Owner of any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

Section 5.04. Meetings of Members.

- (a) Initial Meeting of Members. The Initial Meeting of Members shall occur on the Turnover Date. At that meeting, the Members shall elect five (5) directors to serve on the Board to replace the Board appointed by the Declarant. Each Director elected at the Initial Meeting of the Members shall be a Member in good standing, and shall hold office until the first Annual Meeting of the Members.
- (b) Annual Meeting. The first Annual Meeting of the Members shall be held on the first Tuesday of May following the Initial Meeting of the Members. Thereafter, there shall be an Annual Meeting at the same date and time in each succeeding year as more fully described in the Bylaws. The purpose of each Annual Meeting shall be to elect Directors and to conduct Association business. There shall be no Annual Meeting of Members prior to the Turnover Date. (The Board is appointed by the Declarant until the Turnover Date.)
- (c) Special Meetings. Special Meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these Bylaws, require the approval of all or some of the Members, or for any other reasonable purposes. Said meetings may be called by the President, the Board, or Members having, in the aggregate, not less than thirty-three percent (33%) of the total votes of the Association.

For more information regarding administration of the Member meetings, such as quorum, proxies and notice, as well as other matters, please see the Bylaws which are attached hereto as Exhibit B as in effect as of the date of this Declaration.

Section 5.05. Board of Directors.

The affairs of the Association shall be managed by a Board of Directors. The initial Board shall be appointed by the Declarant and shall consist of three (3) Directors who need not be Members. This initial Board shall hold office until the Turnover Date. As was discussed in Section 5.04, above, the Initial Meeting of Members shall be held on the Turnover Date, at which time the Members shall elect five (5) Directors to replace the Board that was appointed by the Declarant. Thereafter, election of Directors by the Members shall take place at the Annual Meetings of the Members.

The Board shall elect such officers of the Association as shall be appropriate from time to time to manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by this Declaration or the Bylaws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board and, from time to time, its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members.

The Bylaws of the Association in effect as of the date of this Declaration are attached hereto as Exhibit B. The Bylaws contain more information regarding the general powers of the Board, the number, tenure, and qualification of Directors, their term of office, manner of election and removal, and method of operation of the Board. The Articles and Bylaws may include provisions for the protection and indemnification of its officers and Directors to the maximum extent permissible by law. Directors shall not receive any compensation for their service on the Board.

Section 5.06. Board Interpretation, Determination Final.

The determination of the Board shall be final and binding on each and all Members and Owners with respect to: (a) use, operation, maintenance, repair or replacement of real or personal property undertaken or directed by the Association; (b) selection of work or items that will be performed, operated, maintained, repaired or replaced by the Association; and (c) application or interpretation of any provision of this Declaration, the Bylaws or any rules or regulations of the Association, the Board or committees thereof.

Section 5.07. Not for Profit Corporation.

The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next assessment(s) may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of, or increase in, such assessments when required.

Section 5.08. Rules and Regulations.

The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations (and amend the same) governing the Lots and the use thereof and the maintenance of property by the Association, provided, however, that no rule or regulation shall conflict with this Declaration or any applicable laws, ordinances or codes.

ARTICLE VI

ASSESSMENTS

Section 6.01. Creation of Assessments.

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of assessments under this Declaration: (a) Annual Assessments to fund recurring Association maintenance expenses and other typical annual costs and expenses for the benefit of all Members; and (b) Special Assessments for non-recurring or atypical expenses or capital improvements as described in Section 6.04 below. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or entities affiliated with Declarant for the payment of some portion of the Association maintenance expenses.

Section 6.02. Lien and Personal Obligation of Assessments.

All assessments and all other amounts due to the Association by an Owner, together with interest, attorney's fees, costs, and reasonable late charges, shall be a lien on the Lot and shall be a continuing lien upon the Lot until paid. All such amounts (including late charges, interest, costs, and attorney's fees) shall also be the personal obligation of the Person who was the Owner of such Lot at the time the obligation arose, and if title to such Lot is held in trust, then each beneficiary thereof shall also be jointly and severally liable therefor. Upon transfer of title to a Lot, the grantee, by acceptance of the deed to such Lot, is deemed to assume such personal obligation for past due assessments (including late charges, costs, interest, and attorney's fees), and shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Each Owner, by acceptance of a deed or other method of conveyance for any Lot, is deemed to covenant and agree to pay the assessments in this Declaration whether or not it shall be so expressed or disclaimed in such deed or other method of conveyance. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by nonuse, abandonment or transfer of the Lot or completion of maintenance or repair of items to be performed by the Association himself. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order of directive of any municipal or other governmental authority.

Section 6.03. Computation of Annual Assessment.

It shall be the duty of the Board before the beginning of each fiscal year, to prepare a budget covering the estimated expenses of the Association during the coming year and compute the amount of the Annual Assessment. The Annual Assessment shall be allocated equally against all Lots (excluding those Lots that are exempt from assessment) in the Development Tract. The budget shall include a capital contribution (if any) establishing a reserve fund in an amount sufficient to meet the projected capital needs of the Association based on the number and nature of covered replaceable assets, the expected life of these assets and expected repair or replacement cost. The Board shall cause a copy of the Association budget and notice of the amount of the Annual Assessment to be levied against each Lot for the following year to be mailed to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Annual Assessments shall be due and paid on February 1 of each year or such other day as the Association may determine. The Annual Assessment for the year 2004 shall be One Hundred Twenty Dollars (\$120.00) per Lot.

In the event the Board fails for any reason to so determine the budget and/or compute the Annual Assessment for any year, then, and until such time as a budget and Annual Assessment shall have been determined as provided herein, the budget and Annual Assessment in effect for the immediately preceding year shall continue for the current year. The failure or delay of the Board to prepare or serve notice of the annual budget or Annual Assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Annual Assessment(s) whenever the same shall be determined, and in the absence of notice of an Annual Assessment, each Owner shall continue to pay the Annual Assessment in effect for the immediately preceding year for the current year.

Section 6.04. Special Assessments.

In addition to the regular Annual Assessments set forth in Sections 6.03, above, the Association may levy in any assessment year a Special Assessment, applicable to that year only, to fund nonrecurring or atypical expenses or capital improvements, provided that any such Special Assessment must be approved by a majority of the Board at a meeting duly called for that purpose. Notice of the time, date and place of such meeting which shall include general information regarding the proposed Special Assessment shall be provided to the Members not less than ten (10) days prior to said meeting in the event the amount of the proposed Special Assessment exceeds 200% of the latest Annual Assessment on a per Lot basis. The Special Assessment shall be allocated equally against all Lots (excluding those Lots that are exempt from assessment) in the Development Tract.

Section 6.05. Certificate of Owner's Payment Status.

The Association shall, upon reasonable demand and with reasonable notice, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or the managing agent of the Association setting forth whether such assessment and other amounts have been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment and other amounts therein stated to have been paid. The Association may require the advance payment of a processing fee, the amount of which shall be approved by the Board. The Association may delegate this obligation and assign the right to

receive said fee to its managing agent. No charge shall be made for issuing such certificates to Declarant from time to time.

Section 6.06. Recording of Lien for Assessments.

Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage with the first priority over other mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure (a) no right to vote shall be exercised on its behalf, and (b) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid expenses incurred by the Association and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The lien of assessments, including interest, late charges (subject to the limitations of Illinois law), and costs (including attorney's fees) provided for herein shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee holding first mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer.

Section 6.07. Date of Commencement of Assessments.

The assessments provided for herein shall commence and begin accruing as to each Lot on the first day of the month following the date on which such Lot is conveyed from the Declarant to a builder or homeowner not affiliated with the Declarant. The first Annual Assessment shall be prorated according to the number of days remaining in the fiscal year at the time assessments commence on the Lot. No assessments shall commence or accrue on any Lot prior to the date on which said Lot is conveyed from the Declarant to a builder or homeowner not affiliated with the Declarant.

Section 6.08. Initial Capitalization of Association.

The first purchaser of a Lot with a Dwelling Unit thereon for which a certificate of occupancy has been issued (*i.e.*, the first homeowner) shall make a contribution to the working capital of the Association in an amount equal to one-half (1/2) of the amount of the annual Assessment for a Lot for that year, or such other amount as the Board shall determine. Such contribution shall not be considered an advance payment of assessments and shall be in addition to, not in lieu of, assessments then or thereafter coming due. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering

operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration. The funds so contributed shall not be transferable or refundable to any subsequent Owner or otherwise, and the Association shall have no obligation to pay interest to any Owner or other person in relation thereto. The Board may elect, in its sole discretion, to increase, decrease or waive the contribution set forth in this Section 6.08 at any time and from time to time.

Section 6.09. Property Exempt from Assessments.

The following property shall be exempt from assessment hereunder:

- (a) all Lots exempted from all provisions of this Declaration by Section 3.03, above, that have been or will be deeded, dedicated or transferred to a governmental authority or the Association;
- (b) all Lots owned by Declarant upon which a dwelling unit has not yet been constructed; and
- (c) all portions of the Development Tract (including any additional property added pursuant to Article XI) that have not yet been subdivided into lots.

Section 6.10. Indemnification of Declarant and Board.

The Association shall indemnify and hold harmless the Declarant, the Association and their respective officers and directors 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 Turnover Date, 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.

ARTICLE VII
ARCHITECTURAL STANDARDS AND APPROVALS

The following architectural standards apply to all lots in the Development Tract:

Section 7.01. Approval of Plans for Dwelling Units and Alterations.

No Dwelling Unit or other building shall be constructed on any Lot unless the plans therefor (including building materials and color schemes to be used) have been approved in writing by the Architectural Review Committee prior to construction, pursuant to Section 7.02, below. 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. Further, 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.

Section 7.02. Architectural Control.

The Board may establish an Architectural Review Committee to consist of one (1) to five (5) members, all of whom shall be appointed by the Board. 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 and materials to be used in Dwelling Units, alterations to the exterior of the Dwelling Units, swimming pools, fences, decks, patios, gazebos, and other structures and improvements as set forth in this Article VII. Exhibit C hereto describes the process that must be followed to seek approval of the Architectural Review Committee.

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 Bylaws and resolutions or rules of the Board.

Section 7.03. Minimum Square Footage of Dwelling Units.

All Dwelling Units shall provide at least the following square footage of finished living quarters (specifically not including walkout, lookout or standard basements, garages or patios):

- (a) One story Dwellings shall contain at least 1,600 square feet of finished living area;
- (b) Two story Dwellings shall contain at least 2,400 square feet of finished living area (at least 1,200 square feet of which shall be located on the ground floor); and
- (c) All other Dwellings (including split level Dwellings) shall contain at least 2,000 square feet of living area including ground level and all levels above.

ARTICLE VIII
LOT MAINTENANCE AND USE RESTRICTIONS

The following obligations and use restrictions apply to all Lots in the Development Tract. As is discussed in other sections of these Declarations, the determination of the Architectural Review Committee or Board regarding whether an Owner or Lot is in compliance with these obligations and restrictions shall be final and binding on all Owners:

Section 8.01. Lot Use.

All lots shall be used for private single-family residence purposes, and shall be improved with one (1) dwelling unit occupied by one (1) Family only.

Section 8.02. Sodding and Landscaping of Lot.

Front and side yards shall be sodded within two (2) weeks after construction of a Dwelling Unit on a lot has been completed and a certificate of occupancy is issued, subject to winter or other adverse weather conditions or water restrictions directed by the Village of Oswego. Basic landscaping, including bushes and shrubs, consistent and harmonious with other landscaping in Deerpath Trails Subdivision shall also be established and maintained in the first growing season after issuance of a certificate of occupancy for a Dwelling Unit.

Section 8.03. 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 8.04. Fences.

No fences of any kind other than those described in Exhibit D 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 7.02, above, prior to construction.

Section 8.05. Mailboxes.

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

Section 8.06. 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 7.02, above.
- (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 7.02, above.
- (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 7.02, above.

“Permanent” as used in this Section 8.06 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 or can be attached together or together comprise one structure or improvement).

Section 8.07. Swimming Pools.

Only in-ground swimming pools may be constructed, installed or maintained on any lot, and the same must be approved prior to construction thereof by the Architectural Review Committee in accordance with Sections 7.01 and 7.02, above. Outdoor hot tubs and Jacuzzis may be installed above ground only if they are included and approved as part of a deck, patio or gazebo by the Architectural Review Committee in accordance with Sections 7.01 and 7.02, above. 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.

Section 8.08. Application of Government Regulations.

All structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

Section 8.09. Temporary Structures Used as Residence.

No trailer, basement of any uncompleted building, tent, shack, garage or other temporary building or structure of any kind shall be used at any time for a residence of any person, either temporary or permanent.

Section 8.10. Garages.

All dwelling units shall provide at a minimum a two-car attached garage. No detached garages, carports or similar structures shall be permitted. Overhead garage doors will be kept fully closed except when vehicles or other items are being pulled into or out of the garage.

Section 8.11. Trailers, Boats, Recreational Vehicles, Etc.

No trailers, boats, watercraft, tractors, trucks, motorcycles, mobile homes, recreational vehicles, or other vehicles of any type or kind (or parts thereof) whatsoever are to be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in a garage with the garage door fully closed; provided that operable automobiles or other passenger vehicles being regularly used by the Owners, Occupants and their invitees of the Lots may be parked on the Owners' driveway and public streets as permitted by law. No unlicensed or covered vehicles may be parked anywhere except in a garage with the garage door closed. No vehicles of any kind shall be repaired or rebuilt anywhere other than within a garage with the garage door fully closed. The foregoing restrictions do not apply to the parking of any builders' construction vehicles and trailers during construction on a Lot owned by such builder.

Section 8.12. Trucks.

Trucks with Class B or higher license plates shall not be parked, stored or left unattended, permanently or temporarily, on any lot, except in an enclosed garage. The foregoing restrictions do not apply to trucks used by service companies or any builders' construction vehicles during construction on a Lot owned by such builder.

Section 8.13. Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no more than two dogs or two cats over four months of age shall be kept or maintained on any lot at any time. No dog kennels or other shelter for dogs, dog runs, or permanent chains to restrain dogs of any type shall be kept or maintained on any lot. No household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the lots except **inside** the dwelling units or garages with the door(s) fully closed.

Section 8.14. Home Occupations.

All lots must be used only for residential purposes. An owner may conduct his or her occupation in the residence provided that the following conditions are met:

- (a) no retail or similar commercial activities shall be permitted;
- (b) only office or light professional use shall be allowed;
- (c) only the owner of the residence or an occupant thereof shall be permitted to conduct the home occupation;

- (d) no signs whatsoever shall be permitted; and
- (e) all laws, rules, ordinances and regulations of the appropriate governmental authorities shall be complied with.

The foregoing restrictions shall not prohibit a builder from maintaining and selling homes in Deerpath Trails Subdivision from a model home constructed on a Lot owned by such builder, provided such use of the model home has been approved by Declarant.

Section 8.15. Antennae and Satellite Dishes.

No exterior television antennae, tower, radio antennae, or large satellite dishes of any type whatsoever shall be erected, installed, or maintained, temporarily or permanently, on any lot. "Large satellite dishes" shall mean satellite dishes larger than three feet (3') in diameter. Any restrictions in this Section 8.15 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.

Section 8.16. Signs, Flagpoles.

No private signs, flags or banners of any kind shall be placed on any Lot, except:

- (a) temporary banners and flags which are regularly moved inside the Dwelling Unit or garage;
- (b) a maximum of one (1) permanent flagpole that is not free-standing and does not exceed 5 feet in height. (In other words the flagpole must be attached to the Dwelling Unit or deck and be five (5) feet or less in height). Flags on such pole must comply with paragraph (a) above; and
- (c) "For Sale" and political signs as set forth in the following two sentences. "For Sale" and political signs shall be: (i) placed on the Lot that is for sale; (ii) limited to no more than two signs on said Lot; (iii) no larger than two feet by three feet in size; and (iv) 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 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 or the Board.

Section 8.17. Laundry Drying, Window Air Conditioning Units, Nameplates.

No laundry drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise. 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 Article 7.02, above. There shall be not more than one nameplate on each lot, which nameplate shall be located on the door of the dwelling or the wall of any structure.

Section 8.18. Underground Wiring.

No above ground communication, electric or television lines or cables shall be permitted to be placed anywhere in the Development Tract other than within buildings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

Section 8.19. Guns.

The discharge of firearms within the Development Tract is prohibited. The term "firearm" shall include "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 8.20. Maintenance of Lot and Improvements.

Each Owner of a Lot 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 Deerpath Trails Subdivision. 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 as he is required to maintain his Lot."

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. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. All trash, garbage, or other waste shall be stored, kept, or maintained within the dwelling unit or garage, except on such days as such trash, garbage, or other waste material is to be collected and removed. Bicycles, toys, carriages and similar articles shall be stored, kept or maintained within the garage or dwelling unit, except when the same are being used.

Section 8.21. Quiet Enjoyment.

No unlawful, noxious, immoral or offensive activity shall be conducted on any lot or in any structure nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents. No owner or occupant shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No burning of refuse shall be permitted outside the

dwelling, except that the burning of leaves will be permitted if and as allowed by ordinance of the Village of Oswego from time to time. No exterior mercury vapor or sodium vapor lighting shall be permitted on any lot at any time.

Section 8.22. Liability for Damage to Association Property.

Each Lot Owner in the Development Tract shall be liable for all expenses of any maintenance, repair, or replacement of any of the property or items that the Association is responsible to maintain as specified in Article IV of this Declaration which are incurred or paid by the Association as a result of his act, neglect or carelessness or by that of his family, guests, employees, agents, or lessees. Upon notice to such Owner from the Association, such Owner shall promptly pay all such expenses or reimburse the Association within ten (10) days thereof; if not so paid, such non-payment shall be treated in the same manner as non-payment of assessments due for such Lot, and the Association shall have the same rights in connection therewith as set forth in Article XII of this Declaration. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance companies of rights of subrogation.

ARTICLE IX
EASEMENTS

Section 9.01. Easements Granted by Declarant.

Public utility, stormwater management, drainage, landscape and conservation easements have been and will be granted by Declarant as shown on each final recorded plat of each unit of Deerpath Trails Subdivision. These easements are typically for the installation and maintenance of sanitary sewer, water, gas, storm sewer, drainage, electric, telephone and other public utility or similar facilities, as well as for the maintenance of landscape, conservation and stormwater management areas. Declarant may also grant certain other easements that are not shown on a final plat. Each Owner of a Lot must comply with the declarations for such easements shown in the final plat or other document granting said easement. Any violation of said easement declarations may be enforced by the Board or any Owner as a violation of this Declaration as provided in Article XII, below.

Section 9.02. Easement to Cure Violations.

The Association, its successors, assigns, agents and employees, are hereby granted the perpetual right and easement to enter in and upon any Lot to correct or eliminate nuisances or violations of this Declaration, to perform maintenance, repair or replacement, or for any other reason contemplated by or to further the purposes of this Declaration.

Section 9.03. Easements to Run with the Land.

All easements on or over or with respect to any Lot within the Development Tract are easements appurtenant to and running with the land perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the parties identified in such easement and an Owner, Occupant, purchaser, mortgagee and other persons having an interest in any Lot upon which such easement is located, and its or his heirs, grantees, successors and assigns.

ARTICLE X
RESERVED RIGHTS OF DECLARANT AND
PROVISIONS COVERING DEVELOPMENT PERIOD

Section 10.01. Duration of Rights.

In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Bylaws, the Declarant shall have the rights and powers set forth in this Article X. Anything in this Declaration or the Bylaws to the contrary notwithstanding, the provisions set forth in this Article X shall govern. If not sooner terminated as provided in this Article, the provisions of this Article X shall terminate and be of no further force and effect from and after such time as the Declarant no longer is vested with nor in control of title to any part of the Development Tract. This Article X may not be amended or Declarant's rights hereunder adversely affected without the prior, written consent of the Declarant.

Section 10.02. Rights During Development, Promotion and Sale of Lots.

Declarant and its agents shall be exempt from any provisions of this Declaration that may, in Declarant's sole and absolute discretion, interfere with Declarant or its agents during the development, promotion and sale of Lots in the Development Tract. Without in any way limiting the generality of the foregoing sentence, Declarant and its agents:

- (a) may construct and maintain model Dwelling Units, sales or leasing offices, parking areas, advertising signs, flags, lighting and banners, or other promotional facilities or other temporary or permanent improvements at such locations and in such forms as the Declarant may deem advisable or appropriate in its sole and absolute discretion;
- (b) may grade, excavate, divert or detain stormwater, or otherwise make such alterations, additions or improvements to the Development Tract and improvements thereto (including landscaping) as the Declarant may deem advisable or appropriate in its sole and absolute discretion;
- (c) may change, replace, add to or eliminate any landscaping, entrance monuments or features in or on the Development Tract which Declarant, in its sole discretion deems advisable or appropriate;
- (d) will not be required to grade, seed, sod or otherwise improve or maintain any Lot or any portion of the Development Tract in any manner other than the manner Declarant determines, in its sole discretion, to be appropriate; and
- (e) shall have the right of ingress, egress and parking anywhere on the Development Tract (including Lots) and the right to store construction equipment, storage trailers and sheds, vehicles and materials anywhere on the Development Tract as the Declarant deems to be advisable or appropriate, in its sole and absolute discretion.

Section 10.03. Necessary Acts.

The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Development Tract which Declarant determines, in Declarant's sole and absolute discretion, are necessary or desirable to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

Section 10.04. Special Amendments to Declaration Prior to Turnover Date.

Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record with the Kendall County Recorder's office against all or any portion of the Development Tract, regardless of whether Declarant is the fee owner of such portions of the Development Tract, special amendments ("Special Amendments") to this Declaration at any time and from time to time prior to the Turnover Date which amend this Declaration:

- (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Authority, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;
- (b) to induce any agencies or entities set forth in Section 10.04(a), above, to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots;
- (c) to correct errors in this Declaration;
- (d) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or
- (e) to make any other revisions to this Declaration which Declarant determines (in its sole and absolute discretion) are desirable or necessary to effectuate the purposes of this Declaration, including without limitation to preserve the values and amenities and provide for consistent and harmonious design and the highest-quality appearance of the Dwelling Units and Deerpath Trails Subdivision.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to such Special Amendments on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

Section 10.05. Future Easements.

The Declarant reserves the right to grant easements which it, in its sole discretion, determines to be desirable for the development of Deerpath Trails Subdivision at any time hereafter over, under, along and in any portion of the Lots or the Development Tract for the

purposes of providing water, electricity or other utilities, stormwater management facilities (including detention basins and drainage courses) and the maintenance of certain property through conservation or landscape easements. Provided, however, that in the event said easement(s) are located on a Lot containing a Dwelling Unit for which a certificate of occupancy has been issued, such grant cannot unreasonably interfere with the reasonable use and occupancy of the Dwelling Unit. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to grant said easement(s) on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to grant, execute and record such easement. The right and power to grant easements as set forth in this Section 10.05 shall terminate on the Turnover Date.

Section 10.06. No Adverse Effect on Development Tract.

Subsequent to the Turnover Date, but until such time as the Declarant no longer holds title to any Lot, the Board, and any committees, shall not enter into any contract, amend this Declaration in any manner, implement any decision which may adversely affect the sales, marketing, development or financial projections of the Development Tract or modify any of the existing standards within the Development Tract, without the prior written consent of the Declarant.

Section 10.07. Assignability of Declarant Rights.

All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

ARTICLE XI
ANNEXATION OF ADDITIONAL PROPERTIES

Section 11.01. Declarant's Rights.

The Declarant and its successors and assign hereby reserve the right and option, at any time and from time to time, without notice to or consent of any Owner or any mortgagee of any Lot or Dwelling Unit, to annex to the Development Tract other additional parcel(s) of land (the "Additional Parcel") in its sole and absolute discretion, although no provision hereof shall be construed as requiring the Declarant to do so.

Section 11.02. Supplementary Declaration.

In the event the Declarant or its successors or assigns elects from time to time to annex to the Development Tract one or more Additional Parcel(s), the Additional Parcel(s) shall be made

expressly subject to all provisions of this Declaration and the Declarant shall record a "Supplementary Declaration" which shall contain the legal description of the Additional Parcel which is to become subject to this Declaration.

Section 11.03. Terms and Conditions of Supplementary Declaration.

Upon compliance with this Article XI, the Supplementary Declaration and the real estate covered therein shall be subject to the following terms and conditions:

- (a) The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described in this Declaration shall run with and bind the land of the Additional Parcel covered by said Supplementary Declaration and inure to the benefit of and be the personal obligation of the owners of lots thereon in the same manner, to the same extent and with the same force and effect that this Declaration apply to the Development Tract previously subjected hereto;
- (b) Every Person who is or becomes an owner of any lot in the Additional Parcel covered by a Supplementary Declaration shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are then Owners;
- (c) Any Supplementary Declaration may contain such complimentary additions and modifications to the provisions of this Declaration affecting the Additional Parcel as may be necessary to effectuate the development of the Additional Parcel in the Declarant's sole and absolute discretion; and
- (d) In all other respects, all of the provisions of this Declaration shall apply to the additional portions of the Development Tract included in any such Supplementary Declaration and the Owners, mortgagees and lessees thereof with equal meaning and of like force and effect.

Section 11.04. Owner Consent.

Each Owner and his successors and assigns, by acceptance of a deed to his Lot, and each mortgagee of a Lot by acceptance of a mortgage, acknowledge, consent and agree for themselves and their successors and assigns as follows, with respect to the Supplementary Declaration and each other amendment to this Declaration recorded pursuant to this Article XI:

- (a) An amendment to this Declaration pursuant to this Article XI may contain such modification of, and additions to, the provisions of this Declaration as the Declarant deems reasonably necessary to comport with the character of the construction upon the Additional Parcel described in such Supplementary Declaration; provided, however, that any such modifications or additions shall be applicable only to the Additional Parcel described in such Supplementary Declaration. Such Supplementary Declaration shall not refer to and revise the maintenance responsibilities of the Declarant and/or Association. Any such Supplementary Declaration shall contain such reasonable terms and provisions as the Declarant deems necessary to annex and add the Additional Parcel to the Development Tract under terms equitable to all Owners.

- (b) The Additional Parcel described in each such Supplementary Declaration shall be governed in all respects by the provisions of this Declaration as modified by such Supplementary Declaration.
- (c) The recording of any such Supplementary Declaration shall not alter the amount of the lien for expenses assessed against a Lot prior to such recording.
- (d) The Declarant and its successors and assigns have the right to amend this Declaration in the manner provided in this Article XI, and each Owner agrees to execute and deliver any documents necessary or desirable to effect any such Supplementary Declaration.

ARTICLE XII

REMEDIES FOR BREACH OR VIOLATION

Section 12.01. Agreement to Pay Charges.

The Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and hereby agrees to pay to the Association all assessments and charges, including but not limited to Annual Assessments and Special Assessments, made under this Declaration with respect to the Owner or the Owner's Lot, except where exempt as provided in this Declaration. Any assessment and all other amounts and charges, late fees and interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which same is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

Section 12.02. Delinquency; Liens.

Any assessment and all other amounts and charges not paid to the Association when due shall be deemed delinquent. Any assessment and all other amounts and charges which are delinquent for fifteen (15) days or more shall give rise to a late charge, in an amount to be determined by the Board. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees. Any assessment, charge, late charge, or other amount which remains unpaid for more than thirty (30) days after due, shall bear interest at the lower of eighteen percent (18%) per annum or the maximum amount permitted by law.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. 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 may (i) bring an action against the Owner personally obligated to pay the assessment or other charges to recover the same (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." In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape liability for an assessment or other charge or payment provided for herein by nonuse, abandonment or transfer of his Lot, or completion of maintenance or repair of items to be maintained or repaired by the Association himself.

Section 12.03. Board Right to Cure.

In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the Bylaws, or rules or regulations of the Board, the Board on behalf of the Association shall, in addition to any other remedies available in this Declaration or otherwise, have the authority to enter upon that part of the 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. All costs incurred by the Association pursuant to this Section 12.03, including reasonable attorneys' fees, shall be charged to the Owner who committed the subject breach or violation.

Section 12.04. Equitable Proceedings.

In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be had by proceeding at law or in equity by the Association against any Person(s) violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder.

Section 12.05. No Waiver; No Requirement to Enforce Consistently.

Failure by the Declarant, Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of its right to do so thereafter. Neither the Declarant nor the Association shall be required to enforce the provisions of this Declaration consistently among the Lots or Owners. Without limiting the generality of the foregoing, the Declarant or Association may, in its sole and absolute discretion, elect to enforce a provision or cure a breach of this Declaration with respect to one Lot or Owner, and not enforce the same provision or cure the same breach with respect to one or more other Lot(s) or Owner(s) if the Declarant or Association believes its action is in the best interest of Deerpath Trails Subdivision or the Owners taken as a whole. This means, by way of example, an Owner of a Lot may not raise as a defense to an enforcement action brought to remedy a breach of this Declaration, the fact that other Owner(s) or Lot(s) in Deerpath Trails Subdivision are breaching the same provision.

Section 12.06. Owner Enforcement Rights.

Enforcement of provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any Person or Persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

Section 12.07. Recovery of Costs; Venue.

All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the lower of eighteen percent (18%) per annum or the maximum amount permitted by law until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon said Owner's Lot as provided in this Article XII.

Venue for all actions at law provided for in this Article XII shall be in Kendall County, Illinois. The persons in possession of a Dwelling Unit shall be authorized to accept summons on behalf of the Owner or Owners of such Dwelling Unit.

ARTICLE XIII
AMENDMENT, MODIFICATION OF DECLARATION

Section 13.01. Amendment, Modification of Declaration by Owners.

Except as otherwise provided herein, this Declaration may not be changed, modified, or rescinded, except by a written instrument setting forth such change, modification or rescission, signed and acknowledged by the President of the Association, and approved by the Owners having fifty-one percent (51%) or more of the total votes for each class of voting membership then in existence, after notice and a meeting of the Members has been held for such vote, provided that neither this Declaration nor the Bylaws may be changed, modified or rescinded so as to eliminate, impair, limit or abridge any rights of the Declarant under this Declaration or the Bylaws without the prior written consent of the Declarant.

Section 13.02. Amendment by Declarant Prior to Turnover Date.

The Declarant may amend this Declaration as provided in Section 10.04 at any time prior to the Turnover Date.

Section 13.03. Recording.

Any change, modification or rescission of this Declaration, whether accomplished under the provisions of this Article XIII or another provision of this Declaration, shall be effective only upon recording of the instrument which accomplished such change, modification or rescission with the Kendall County Recorder's Office against the Development Tract or affected portion thereof.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01. Acquisition of Insurance Coverage.

The Board shall obtain insurance coverage for the entrance monuments and features, gatehouses, and other Association-owned improvements to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of said property and the insurance premiums shall be a common expense of the Association. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance policies shall be payable to, the Association. The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem advisable, and workman's compensation insurance, and other liability insurance as it may deem advisable, insuring the Declarant, the Association, and their respective officers and directors from liability in connection with any property owned or maintained by the Association, and insuring the Association and its directors and officers from liability for good faith actions. The premiums for all such insurance shall be a common expense of the Association.

Section 14.02. Indemnification of Declarant, Board of Directors and Officers.

None of the Declarant, Board of Directors, officers, members of the Architectural Review Committee or other committee members of the Association (for purposes of this Section 14.02, "Indemnified Parties") shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual (rather than constructive) active fraud. The Association and Owners shall indemnify and hold harmless each of the Indemnified Parties and his or its heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Indemnified Parties on behalf of the Owners or the Association or arising out of the Indemnified Parties' status as Declarant, Director, officer, or member of the Architectural Review Committee, unless any such contract or act shall have been made criminally, or with actual active fraud or gross negligence. It is intended and agreed that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' 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 Indemnified Party may be involved by virtue of such person being or having been such Declarant, Director, officer, or member of the Architectural Review Committee.

Section 14.03. Liability of Declarant.

The liability of the Declarant shall be limited to and enforceable solely against the interest of the Declarant in the Development Tract and not against any other assets of Declarant or its members, shareholders, officers or directors.

Section 14.04. Leasing of Dwelling Unit.

If any Owner shall lease his Dwelling Unit, such lease shall be in writing and shall provide that the lease and all lessees shall be subject to this Declaration and the applicable Bylaws and rules of the Association and any breach thereof shall constitute a default under such lease. The Owner shall remain primarily bound by all obligations set forth in this Declaration. A copy of such lease will be given to the Association at the time the lease is executed.

Section 14.05. Special Tax Service Area Agreement and Ordinance.

The Development Tract is subject to a back-up special assessment area created by the Village of Oswego to provide a back-up funding mechanism for maintenance of the landscape easements, conservation easements, berms, and other property owned or maintained by the Association. Should the Association fail to maintain such property, the Village of Oswego may levy assessments on the Lots to fund the maintenance of said property.

Section 14.06. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Village of Oswego, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument certified by the Secretary of the Association stating otherwise is recorded in Kendall County, after approval by sixty-six percent (66%) of the votes of the then Owners of Lots.

Section 14.07. Perpetuities.

If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, President of the United States, living at the date of this Declaration.

Section 14.08. Notices.

Any notices required under the provisions of this Declaration to be sent to any Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing.

Section 14.09. Liberal Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class housing development.

Section 14.10. Headings.

The headings, subheadings and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

Section 14.11. Severability.

Invalidation of any portion of this Declaration by judgment or order shall in no way affect any other provisions herein which shall remain in full force and effect.

Section 14.12. Village of Oswego Ordinance Controls.

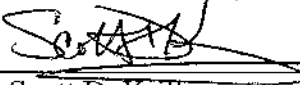
In the event any provision of this Declaration shall be in conflict with any applicable ordinance of the Village of Oswego, the applicable provisions of such ordinance shall control.

IN WITNESS WHEREOF, Declarant has executed and WGALLC has consented to and acknowledged this Declaration of Covenants, Conditions, Restrictions and Easements for Deerpath Trails Subdivision as of the date first above written.

DECLARANT:

DEERPATH TRAILS DEVELOPMENT LLC,
an Illinois limited liability company

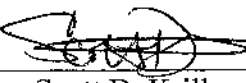
By: _____


Scott D. Krill
Manager

WILLOW GROVE ASSOCIATES LLC:

Willow Grove Associates, an Illinois limited liability company does hereby acknowledge, consent to and agree that the foregoing Declaration shall be binding upon it and any portion of the Development Tract owned by it.

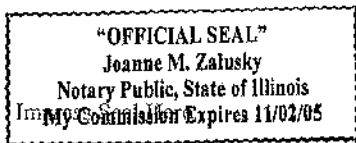
WILLOW GROVE ASSOCIATES LLC,
an Illinois limited liability company

By: 
Scott D. Krill
Manager

STATE OF ILLINOIS)
)ss.
COUNTY OF KANE)

I, Joanne M. Zalusky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. Krill personally known to me to be the Manager of Deerpath Trails Development LLC, 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 Manager, he signed and delivered the said instrument and caused the seal of said limited liability company to be affixed thereto, pursuant to authority given by the members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of March, 2004.




NOTARY PUBLIC

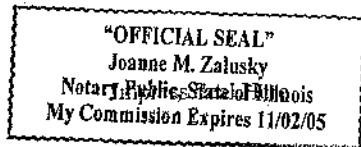
My commission expires: November 2, 2005

STATE OF ILLINOIS)
)ss.
COUNTY OF KANE)

I, Joanne M. Zalusky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. Krill personally known to me to be the Manager of Willow Grove Associates LLC, 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 Manager, he signed and delivered the said instrument and caused the seal of said limited liability company to be affixed thereto, pursuant to authority given by the members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of March, 2004.

My commission expires: November 2, 2005



Joanne M. Zalusky
NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Development Tract]

PARCEL 1:

DEERPETH TRAILS UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2003 AS DOCUMENT 200300019028.

PARCEL 2:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WESTERLY 660.29 FEET OF THE NORTHERLY 330.00 FEET THEREOF AS MEASURED ALONG THE WESTERLY AND NORTHERLY LINES OF SAID NORTHEAST QUARTER AND EXCEPT THAT PART THEREOF PLATTED AS DEERPETH TRAILS UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS) IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND:

PARCEL 3:

THAT PART LYING WESTERLY OF THE CENTERLINE OF PLAINFIELD ROAD OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, 1811.60 FEET FOR THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 392.70 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 509.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE, 325 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF PLATTED AS DEERPETH TRAILS UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS) IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS, AND:

PARCEL 4:

THAT PART THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE S88°24'03"E ALONG THE NORTH LINE OF SAID SOUTH HALF, 1788.89 FEET; THENCE S1°35'57"W, 56.23 FEET; THENCE S69°33'23"W, 37.23 FEET; THENCE S77°13'13"W, 123.18 FEET; THENCE S87°38'03"W, 65.50 FEET; THENCE N83°38'32"W, 78.24 FEET; THENCE N77°04'20"W, 94.70 FEET; THENCE S70°17'49"W, 127.28 FEET; THENCE S73°30'02"W, 77.28 FEET; THENCE N89°30'39"W, 146.03 FEET; THENCE S79°57'55"W, 65.66 FEET; THENCE S56°02'48"W, 328.48 FEET; THENCE S68°04'21"W, 118.53 FEET; THENCE S74°28'48"W, 60.21 FEET; THENCE N84°51'32"W, 35.98 FEET; THENCE N71°32'40"W, 169.82 FEET; THENCE N80°58'16"W, 72.73 FEET; THENCE S88°40'02"W, 48.49 FEET; THENCE S69°02'14"W, 62.32 FEET; THENCE S54°12'35"W, 133.86 FEET; THENCE S68°34'13"W, 76.45 FEET TO THE WEST LINE OF SAID SOUTH HALF; THENCE N0°28'13"E ALONG SAID WEST LINE, 499.38 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF PLATTED AS DEERPETH TRAILS UNIT 1, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS) IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXHIBIT B
[Bylaws of the Association]

**BYLAWS OF
DEERPATH TRAILS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I
PURPOSES AND POWERS

The Deerpath Trails Homeowners Association, Inc. (the "Association") shall have the duties and responsibilities set forth in that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Deerpath Trails Subdivision" dated March 8, 2004 recorded on March 9, 2004 in Kendall County as Document No. **200400005565** (the "Declaration"). Defined terms in these Bylaws shall have the same meaning as set forth in the Declaration. The Association shall generally be responsible for the operation and maintenance of the entrance monuments and features and certain common landscaped areas of Deerpath Trails Subdivision as more fully described in the Declaration and these Bylaws, and shall have all the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois where consistent with the purposes specified herein and in the Declaration.

ARTICLE II
OFFICES

2.01. Registered Office. The Association shall have and continuously maintain a Registered Office in the State of Illinois with a Registered Agent whose office shall be the same as such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.02. Principal Office. The principal office of the Association shall be initially maintained in care of Krill & Krill, Attorneys at Law, 18 South Fifth Street, in the City of Geneva, Kane County, Illinois, 60134.

ARTICLE III
MEMBERS

3.01. Voting Members. Every Person who is a record owner of a fee simple or undivided fee interest in any Lot in Deerpath Trails Subdivision shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. If more than one Person is the record Owner of a Lot, all such Persons shall be considered collectively as one Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any

successors in interest owns one or more Lots. Voting rights with regard to each Member are set forth in Section 3.02, below.

3.02. Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, provided that the Declarant shall not be a Class A Member until the Turnover Date. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one Person holds such interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot.

(b) Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to (i) five (5) votes for each Lot and (ii) fifteen (15) votes for each unsubdivided acre of property remaining in the Development Tract in which it holds the interest required for membership, provided that the Class B membership shall cease and be converted to Class A membership on the Turnover Date.

“Turnover Date” shall mean the earlier of: (i) the date on which all property in the Development Tract (including any additional property) has been subdivided pursuant to the recording of a final plat and one hundred percent (100%) of the Lots contained within such subdivided property have been conveyed from Declarant to purchasers of Lots; and (ii) the date on which the Declarant gives written notice to the Association that Declarant has elected to turnover to the Members the authority to elect the Board at the Initial Meeting of Members.

Prior to the Turnover Date: (i) There will be no meetings or voting of Members; and (ii) all powers that can be exercised or actions that can be taken by the Members shall be vested solely in the Declarant.

3.03. Meetings of Members.

(a) Initial Meeting of Members. The Initial Meeting of Members shall occur on the Turnover Date. At that meeting, the Members shall elect five (5) directors to serve on the Board to replace the Board appointed by the Declarant. Each Director elected at the Initial Meeting of the Members shall be a Member in good standing, and shall hold office until the first Annual Meeting of the Members.

(b) Annual Meeting. The first Annual Meeting of the Members shall be held on the first Tuesday of May following the Initial Meeting of the Members. Thereafter, there shall be an Annual Meeting at the same date and time in each succeeding year. If the date for the Annual Meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day succeeding such date which is not a legal holiday. The hour and place of such meeting shall be set by the Board. The purpose of each Annual Meeting shall be to elect Directors and to conduct Association business. There shall be no Annual Meeting of Members prior to the Turnover Date. (The Board is appointed by the Declarant until the Turnover Date.)

- (c) Special Meetings. Special Meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these Bylaws, require the approval of all or some of the Members, or for any other reasonable purposes. Said meetings may be called by the President, the Board, or Members having, in the aggregate, not less than thirty-three percent (33%) of the total votes of the Association.

3.04. Quorum; Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place in Kane County or Kendall County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Members having fifty percent (50%) of the total votes shall constitute a quorum; withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting. In the absence of a quorum, the Members present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Unless otherwise expressly provided herein, the Articles, the Declaration or required by the General Not-For-Profit Corporation Act, any action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting.

3.05. Notice of Meetings. Written notice stating the place, date and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting not less than ten (10) days before the date of such meeting. In the case of a Special Meeting of Members, the notice shall state the purpose and the nature of the business for which the meeting is called, and no business may be transacted at the Special Meeting other than that specified in the notice. Neither the business to be transacted at, nor the purpose of any Annual Meeting or the Initial Meeting of Members need be specified in the notice. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any; business because the meeting is not lawfully called or convened.

Notices of meetings required to be given herein may be delivered either personally or by mail. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his address as it appears in the records of the Association, with postage prepaid. If the Association's records do not show an address for a Member, said notice may be sent to the Dwelling Unit of the Owner with respect to which such voting right appertains.

3.06. Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

3.07. Installment Contract Purchases. In the event of a resale of a Dwelling Unit in the Association, the purchaser of a Dwelling Unit from a seller other than the Declarant pursuant to an installment contract for purchase shall, during such times as he or she resides in the Dwelling Unit, be counted toward a quorum for purposes of electing Directors of the Board at any meeting

of the Owners called for purposes of electing Directors, and shall have the right to vote for the election of Directors and to be elected to serve on the Board unless the seller expressly retains in writing any or all of those rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents.

ARTICLE IV **BOARD OF DIRECTORS**

4.01. Number, Tenure and Qualifications of Directors.

The direction and administration of the Association shall be vested in the Board of Directors in accordance with the provisions of the Declaration. The initial Board shall be appointed by the Declarant and shall consist of three (3) Directors who need not be Members. This initial Board shall hold office until the Turnover Date. The Initial Meeting of Members shall be held on the Turnover Date, at which time the Members shall elect five (5) Directors to replace the Board that was appointed by the Declarant. Thereafter, election of Directors by the Members shall take place at the Annual Meetings of the Members as set forth in Section 3.03, above.

Each Director, with the exception of the Directors initially appointed by the Declarant (or its designee), shall be one of the Owners (including the Declarant), provided that: (a) in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director, officer, employee, agent or representative of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a Director; and (b) in the event a Director has entered into a contract to sell his Dwelling Unit and vacates the Dwelling Unit prior to the consummation of that transaction, such Director shall no longer be eligible to serve on the Board, and his term of office shall be deemed terminated.

4.02. Election of Directors. In all elections for Directors to serve on the Board on and following the Turnover Date, each Member shall be entitled to vote on a non-cumulative basis. The candidate(s) receiving the highest number of votes shall be deemed to be elected. The initial Board of Directors designated by the Declarant, shall serve for a period commencing on the date the Declaration is executed and ending upon the qualification of the Directors elected at the Initial Meeting of Members held as provided in Section 3.03, above. Directors elected at the Initial Meeting of Members shall serve until the first Annual Meeting. Three of the five Directors elected at the Initial Meeting of Members shall hold office for a term of two years, the remaining two Directors shall be elected for a term of one year. Upon the expiration of the terms of office of the Directors so elected at the Initial Meeting of Members and thereafter, all successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure, prior to the Turnover Date, the Declarant or its designees may appoint a Board which shall have the same powers and authority as given to the Board generally herein.

4.03. Election of Officers. The Board shall elect from among the Directors: a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association; a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall perform all the duties incident to the office

of Secretary; and a Treasurer to keep the financial records and books of account. The Board may also elect Vice Presidents and such other additional officers as the Board shall see fit to elect, which officers need not be Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Unless otherwise determined by the Board, all officers shall be elected at each Annual Meeting of the Board and shall hold office until the next Annual Meeting. Officer(s) shall serve at the pleasure of the Board and may be removed by the Board.

4.04. Meetings of the Board; Quorum. Prior to the Turnover Date, the Board shall meet at such times and places as it or the Declarant determines. The Board elected at the Initial Meeting of Members shall hold its first meeting immediately following the Initial Meeting of Members and at the same place. Thereafter, the Board shall hold an Annual Meeting of the Board immediately following each Annual Meeting of the Members and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board. A majority of the number of Board members shall constitute a quorum for the transaction of business; withdrawal of Director(s) from any meeting shall not cause failure of a duly constituted quorum at that meeting. Unless otherwise expressly provided herein or in the Declaration, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.05. Notice of Meetings. Annual Meetings of the Board shall be held without other notice than that provided in these Bylaws immediately after, and at the same place as the Annual Meetings of Members. Any Board member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Written notice stating the place, date and hour of any Special Meeting of the Board shall be delivered to each Director not less than ten (10) days before the date of such meeting. Notices of meetings may be delivered either personally or by mail. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Director at his address as it appears in the records of the Association, with postage prepaid. Neither the business to be transacted at, nor the purpose of any meeting of the Board need be specified in the notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any; business because the meeting is not lawfully called or convened.

4.06. Action without a Meeting; Attendance by Telephone. Any action to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Directors may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

4.07. Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Section 4.08, below, including vacancies due to any increase in the number of persons on the Board, shall be filled by a majority of the Board already in office and shall hold office until the next Annual Meeting of the Members and until their successor(s) have been elected and qualified.

4.08 Removal of Board Members. Any Director may be removed from office, with or without cause, by the affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Director removed shall be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.09. Compensation. Directors shall receive no compensation for their services. However, any Director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.10. Execution of Instruments. The Board may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Prior to the Turnover Date, the officers and any one of them shall be authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, except for the dissolution, merger or sale of substantially all of the assets of the Association.

4.11. Determination of Board to be Binding. All matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration or these Bylaws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners subject, however, to the jurisdiction of any applicable court of law.

ARTICLE V

POWERS OF THE BOARD

5.01. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these Bylaws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to be the governing body for all Owners of lots in Deerpath Trails Subdivision;
- (c) to exercise all powers necessary to fulfill its obligations as required by law or delineated in the Declaration and these Bylaws, including without limitation levying Annual Assessments and other assessments in order to fund the same;
- (d) to be responsible for the operation, maintenance, repair, and replacement of the property specified in the Declaration;
- (e) to enforce the provisions of and carry out the purposes of the Declaration;
- (f) subject to Section 5.04(b) below, to engage the services of a manager or managing agent to whom the Association may delegate its responsibilities under the Declaration and these Bylaws;

- (g) to adopt administrative rules and regulations governing the administration of its duties as set forth in the Declaration and these Bylaws, and to amend such rules and regulations from time to time;
- (h) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases to fulfill its obligations under or further the purposes of the Declaration or these Bylaws, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of Lots, in the manner as provided by the Declaration; and
- (j) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Owners by the Articles of Incorporation, the Declaration or these Bylaws.

5.02. Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to any structure for which the Association is responsible pursuant to the Declaration, having a total cost in excess of Seventy-Five Thousand Dollars (\$75,000.00), without in each case the prior approval of the Owners holding two-thirds (2/3) of the total votes of the membership.

5.03. Tax Relief. In connection with its responsibility to operate and maintain certain property in Deerpath Trails Subdivision as described in the Declaration, the Board shall have the power to seek relief from the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04. Rules and Regulations; Not For Profit.

- (a) Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of Deerpath Trails Subdivision, and for the health, comfort safety and general welfare of the Owners and Occupants.
- (b) No Business for Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

5.05. Liability of the Board of Directors. The Board of Directors and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Directors. To

the fullest extent permitted by law, the Owners shall indemnify and hold harmless each of the Directors and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the Directors or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VI **COVENANTS AND RESTRICTIONS** **AS TO USE AND OCCUPANCY**

All Owners shall maintain, occupy and use their Dwelling Units and Deerpath Trails Subdivision only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action it may deem necessary or advisable.

ARTICLE VII **INTERIM PROCEDURE**

Until the Turnover Date, the Declarant (or its designee) shall appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE VIII **AMENDMENTS**

Following the Turnover Date, these Bylaws may be amended or modified from time to time by an instrument signed by those Members (Class A and Class B) then entitled to cast fifty-one percent (51%) of the total votes of the Association. Prior to the Turnover Date, the Declarant may amend these Bylaws as Declarant deems necessary or advisable, in its sole discretion. The Declarant may amend these Bylaws after the Turnover Date only as provided for in the Declaration. The Bylaws may contain any provisions for the regulation and management of the affairs of the Association that are not inconsistent with law, the Articles or the Declaration.

EXHIBIT C
[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. At the date of this Declaration, said application shall be delivered to 172 Amherst Circle, Oswego, IL 60543 (telephone (630) 554-2444). 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 generally 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 improvements(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 improvements(s) or their compliance with applicable laws, codes, rules, regulations or standards.**

EXHIBIT D
[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 can be either four feet (4') or five feet (5') high. The four foot fence is four feet (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. The five foot 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. Both fences are 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 FENCES ARE 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 7.02 of these Declarations.

(Exhibit D - Page 1 of 4)

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 Turnover Date. 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.

2. Fence Must Be Located On Property Line; Consent of Neighbors. All fences in Deerpath Trails Subdivision **must be located on the property line of the Lot** unless the fence borders a swimming pool as provided in paragraph 3, below. As of the date of this Declaration, the Village of Oswego requires fences to be placed six inches (6") away from the property line to avoid encroachments onto the neighboring lot, unless all neighboring lot owners consent in writing to the fence being placed directly on the shared property line. A form consent to be used for this purpose is included in page 4 of this Exhibit D. A copy of this consent form that has been signed by all Lot Owners who share a property line with the Lot requesting the fence must be submitted to the Architectural Review Committee along with plans for the proposed fence. (The Village will require the original consent form(s) to issue a permit for the proposed fence.) **The Architectural Review Committee will not issue a letter of approval unless all adjoining Lot Owners have consented in writing to the construction of the fence as set forth above.**

If one or more neighboring Owners has already constructed a fence on the property line, the proposed fence must attach to each such existing neighboring fence. In other words, if there is an existing fence on the property line shared with a neighboring Lot, the proposed fence must attach to that fence rather than having two fences placed next to each other. This ensures there will not be a strip of land or gap between the proposed fence and an existing neighboring fence that is impossible or impractical to maintain. The proposed fence must be attached so that it matches the scallop pattern of the existing neighboring fence. Further, if the proposed fence is five feet (5') high and an existing neighboring fence is only four feet (4') high or vice versa, the proposed fence must be attached so as to blend visually with the existing fence in the manner required by the Architectural Review Committee. **By installing a fence, each Owner, on behalf of himself and all future Owners of the Lot hereby consents to any future neighboring fence(s) being located on the property line and attached to his fence and agrees to sign the form consent discussed above or other similar document required by the Village of Oswego.**

3. Fences Around Approved In-Ground Swimming Pools. Notwithstanding the general restrictions set forth above, where an approved in-ground swimming pool is installed on a Lot, a fence may be installed: (i) on the property line of the Lot constructed of cedar in a board on board pattern as set forth in paragraphs 1 and 2 above; and/or (ii) along the perimeter of the pool deck to enclose such pool (a "Pool Enclosure Fence").

All Pool Enclosure Fences shall be constructed of wrought iron (or heavy gauge aluminum that is the aesthetic and functional equivalent of wrought iron) which may have brick or stone pillars. Pool Enclosure Fences may be either four feet (4') or five feet (5') in height. The plans and proposed materials for any Pool Enclosure Fence and swimming pool must be submitted to and approved by the Architectural Review Committee before construction. Such plans will provide the specific brand, style and color of such fence and a sample of the same.

(Exhibit D - Page 2 of 4)

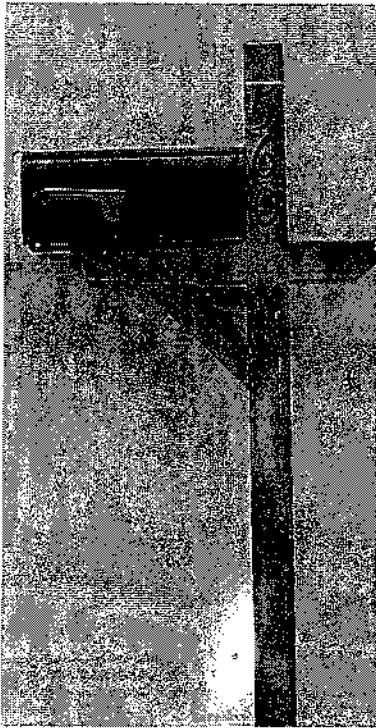
4. Lots Abutting Natural Areas or Parks. In the case of a Lot that abuts a park or natural area maintained by the park district or Association, if said park or natural area is bordered by a split rail fence, the Owner of the Lot must place his fence at least twelve inches (12") from the split rail fence, 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.

5. Landscape and Stormwater Management Easements. No fences shall extend into any part of a landscape easement or stormwater management easement. (Landscape easements and stormwater management easements are delineated on the recorded final plat for the relevant unit of Deerpath Trails Subdivision.)

(Exhibit D - Page 3 of 4)

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 MUST BE FINISHED WITH SIKKENS ROBBOL® SOLID STAIN IN TAUPE COLOR (NO. 202). As of the date of these Covenants, this stain is available at Oswego Paint, 2725 Route 34, Oswego, IL 60543 (630) 554-2747. No other stain, paint or finish of any kind may be used on the mailbox post unless approved in writing by the Association or Architectural Review Committee.

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 the first mailbox for that Dwelling Unit at Owner's cost. 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.

(Exhibit E – Page 2 of 2)