

This instrument prepared by and
to be mailed to:
Herbert A. Kessel
Beermann, Swerdlove,
Woloshin, Barezky, Becker,
Genin & London
161 North Clark Street, #2600
Chicago, IL 60601-3221
312/621-9700

MARY ANN STUKEL

Will County Recorder

Will County

R 2003038181

PC1 Date 02/21/2003

Recording Fees:

Page 1 of 4

Time 08:32:39

18.00

RECORDER'S STAMP

**FIRST AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This First Amendment to that certain Devonshire at Kipling Estates Declaration of Covenants, Conditions, Restrictions and Easements recorded with the Recorder of Will County, Illinois on October 10, 2002 as Document No. R 2002 169697 ("Declaration") is executed by McCoy Farm, L.L.C., an Illinois limited liability company, ("Declarant").

WITNESSETH

COPY

WHEREAS, the real estate described on Exhibit A attached hereto, located in the County of Will and State of Illinois, has been subjected to the terms of the Declaration ("Submitted Property"); and

WHEREAS, the Declarant, pursuant to Section 12.03 of the Declaration, as a Member, as such term is defined in the Declaration, is entitled to cast more than seventy-five percent (75%) of the total votes as provided in Article III, Section 3.01 of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, the Declarant, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The following section is added to the terms of the Declaration:

"Section 12.17 Notwithstanding anything contained herein to the contrary, in the event any sidewalk constructed by Declarant upon a Lot encroaches or shall hereafter encroach upon any part of any other Lot or the Common Area, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain in place."

2. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed to these presents this 13th day of February, 2003.

Mc Coy Farm, L.L.C.,
an Illinois limited liability company

By: Kipling Development Corporation,
an Illinois corporation, its manager

By: _____

Its: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Pasquale Salvaggio of Kipling Development Corporation, an Illinois corporation, as Manager of McCoy Farm, L.L.C., an Illinois limited liability company, personally known to me to be the Vice President of Kipling Development Corporation, an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of Feb 2003.

Kimberly A. Davis
Notary Public

My Commission Expires: July 31st, 2004

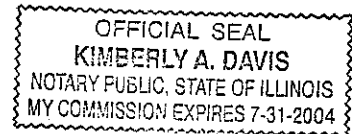


EXHIBIT A

TO

**FIRST AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

SUBMITTED PROPERTY

LOTS 301 THROUGH 310, BOTH INCLUSIVE, LOTS 341 THROUGH 395, BOTH INCLUSIVE, LOTS A, B, C AND OUTLOT N, ALL IN KIPLING ESTATES UNIT 6, PHASE 1, A PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2002153129.

Common Address: Devonshire Lane and Wynstone Drive
Shorewood, Illinois

P.I.N. Part of 06-20-100-010 and Part of 06-20-100-011

CONSENT OF MORTGAGEE

Oxford Bank & Trust, holder of a Mortgage on the Property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within First Amendment to Devonshire at Kipling Estates Declaration of Covenants, Conditions Restrictions and Easements and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Oxford Bank & Trust has caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf; all done at _____ on this 14TH day of FEBRUARY, 2003.

Oxford Bank & Trust

By: _____

Its SVP

STATE OF ILLINOIS)

SS.

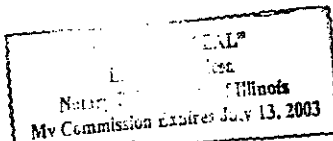
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for County and State aforesaid, do hereby certify that Frank H. Lakofka, as SVP of Oxford Bank & Trust, personally known to me to be the same person whose names is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, the uses and purposes therein set forth.

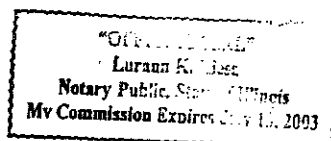
Given under my hand and Notarial Seal this 14th day of February, 2003.

Shirley K. Kiser

Notary Public



My Commission Expires: _____



This instrument prepared by and
to be mailed to:

Herbert A. Kessel
Beermann, Swerdlove,
Woloshin, Barezky, Becker,
Genin & London
161 North Clark Street, #2600
Chicago, IL 60601-3221
312/621-9700

MARY ANN STUKEL

6P

Will County Recorder

Will County

R 2003266460

Page 1 of 6

PC1 Date 10/22/2003 Time 13:12:58

Recording Fees: 20.00

RECORDER'S STAMP

**SECOND AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This Second Amendment to that certain Devonshire at Kipling Estates Declaration of Covenants, Conditions, Restrictions and Easements recorded with the Recorder of Will County, Illinois on October 10, 2002 as Document No. R 2002 169697, as amended, ("Declaration") is executed by McCoy Farm, L.L.C., an Illinois limited liability company, ("Declarant").

WITNESSETH

COPY

WHEREAS, the real estate described on Exhibit A attached hereto, located in the County of Will and State of Illinois, has been subjected to the terms of the Declaration ("Submitted Property"); and

WHEREAS, the Declarant, pursuant to Article X of the Declaration, reserved the right to annex and add to the Submitted Property; and

WHEREAS, the Declarant, pursuant to Article X of the Declaration, desires to annex and add to the Property (as defined in the Declaration), the real estate legally described in Exhibit B attached hereto ("Additional Property"); and

WHEREAS, the Additional Property is a portion of the additional lands as described on Exhibit B to the Declaration.

NOW, THEREFORE, the Declarant, as holder of the legal title to the Additional Property, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Property is hereby annexed to the Submitted Property and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is subject to the terms of the Declaration.

2. Exhibit A of the Declaration is hereby amended by adding thereto the legal description of the Additional Property.

3. Exhibit D of the Declaration is hereby amended by adding thereto the legal description of the property described on Exhibit C attached hereto.

4. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Second Amendment and the Declaration, this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed to these presents this 17th day of OCTOBER, 2003.

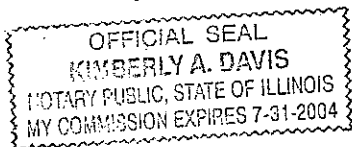
Mc Coy Farm, L.L.C.,
an Illinois limited liability company

By: Kipling Development Corporation,
an Illinois corporation, its manager
By: [Signature]
Its: Exec Vice Pres

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Pasquale Selvaggio of Kipling Development Corporation, an Illinois corporation, as Manager of McCoy Farm, L.L.C., an Illinois limited liability company, personally known to me to be the ^{Exec.}Vice President of Kipling Development Corporation, an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ^{Exec.}Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of Oct 2003.



Kimberly A. Davis
Notary Public

My Commission Expires: 07/31/04

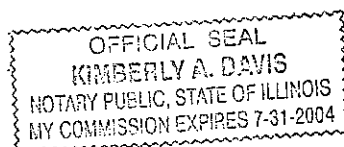


EXHIBIT A

TO

**SECOND AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

SUBMITTED PROPERTY

LOTS 301 THROUGH 310, BOTH INCLUSIVE, LOTS 341
THROUGH 395, BOTH INCLUSIVE, LOTS A, B, C AND
OUTLOT N, ALL IN KIPLING ESTATES UNIT 6, PHASE 1,
A PLANNED UNIT DEVELOPMENT OF PART OF THE
NORTHEAST QUARTER AND THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35
NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING
TO THE PLAT THEREOF RECORDED AS DOCUMENT NO.
R2002153129.

EXHIBIT B

TO

SECOND AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

ADDITIONAL PROPERTY

LOTS 311 THROUGH 340, BOTH INCLUSIVE, LOTS 396
THROUGH 410, BOTH INCLUSIVE, LOTS D AND E, ALL
IN KIPLING ESTATES UNIT 6, PHASE 2, A PLANNED
UNIT DEVELOPMENT OF PART OF THE EAST HALF OF
THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP
35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING
TO THE PLAT RECORDED AS DOCUMENT NO.
R2003252807.

Common Address: Devonshire Lane and Wynstone Drive
Shorewood, Illinois

PART OF
P.I.N. 06-20-100-014

EXHIBIT C

TO

SECOND AMENDMENT TO DEVONSHIRE AT KIPLING ESTATES
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

ADDITIONAL COMMON AREA

LOTS D AND E, ALL IN KIPLING ESTATES UNIT 6,
PHASE 2, A PLANNED UNIT DEVELOPMENT OF
PART OF THE EAST HALF OF THE NORTHWEST
QUARTER OF SECTION 20, TOWNSHIP 35 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN WILL COUNTY, ILLINOIS,
ACCORDING TO THE PLAT RECORDED AS
DOCUMENT NO. R2003252807.

Common Address: Devonshire Lane and Wynstone Drive
Shorewood, Illinois

PART OF
P.I.N. 06-20-100-014

CONSENT OF MORTGAGEE

Oxford Bank + Trust, holder of a Mortgage on the Property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within Second Amendment to Devonshire at Kipling Estates Declaration of Covenants, Conditions Restrictions and Easements and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Oxford Bank + Trust caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf; all done at Addison, IL on this 21st day of October, 2003.

By:

Its Sup

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for County and State aforesaid, do hereby certify that Frank H. Lakofka, as Sr. Vice Pres. of Oxford Bank + Trust, personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Sr. Vice Pres. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of October, 2003.



Lurann K. Harmon
Notary Public

My Commission Expires: _____

AMENDMENT

TO THE

BY-LAWS OF

DEVONSHIRE AT

KIPLING ESTATES

HOMEOWNERS ASSOCIATION

R2018087645

KAREN A. STUKEL
WILL COUNTY RECORDER
RECORDED ON
12/17/2018 01:32:53 PM
REC FEE: 134.75
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**AMENDMENT
TO
BY-LAWS OF
DEVONSHIRE AT
KIPLING ESTATES
HOMEOWNERS ASSOCIATION**

WHEREAS, the Devonshire at Kipling Estates Declaration of Covenants, Conditions, Restrictions and Easement ("Declaration") was recorded with the Will County Recorder of Deed as Documents No. R2002169697 on October 10, 2002; and

WHEREAS, the Declaration created the Devonshire at Kipling Estates Homeowners Association (the "Association"); and

WHEREAS, the By-Laws of the Association are attached as Exhibit B to the Declaration; and

WHEREAS, the Board of Directors (the "Board") has determined that this Amendment to the By-Laws relating to the reserve fund will benefit the safety and welfare of the members of the Association; and

WHEREAS, Article X of the By-Laws provides for amendments to the By-Laws; and

WHEREAS, the Board has called a meeting of the Board, pursuant to notice, on 9/11/18, at which this proposed Amendment was considered, discussed, and approved; and

WHEREAS, the Board has caused a copy of this Amendment to be mailed to the Owners along with the notice of said meetings; and

WHEREAS, at least fifty-one percent (51%) of the Owners have approved this Amendment pursuant to Article X of the By-Laws; and

NOW, THEREFORE, the following shall be considered an Amendment to Article VI, Section 6.02 of the By-Laws, whereby the following language shall be added to Article 8.04 of the Declaration, which

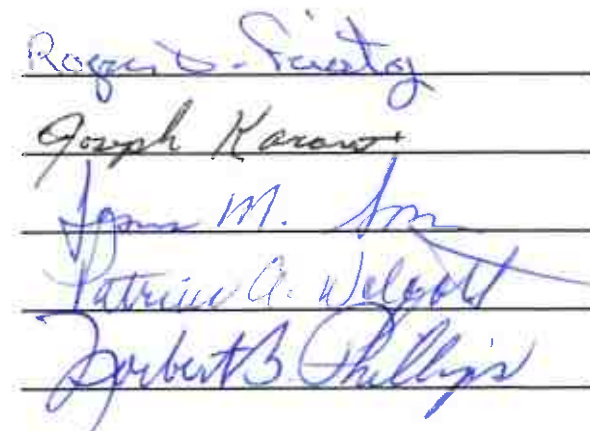
additions are noted below by **bold**, and Article VI, Section 6.02 of the By-Laws shall thereafter read as follows:

Section 6.02 Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve fund for authorized capital expenditures, contingencies, replacements and deficits in the Association's operating account ("Extraordinary Expenditures") not originally included in the annual estimate. **The reserve fund shall support the funding level provided for in the Association's most recent reserve study. The Board shall obtain a reserve study at a minimum of every five (5) years.** Extraordinary Expenditures which may become necessary during the year shall be charged against such reserve fund. If such reserve fund proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided prorata among the remaining installments for such fiscal year and assessed among the Owners. In the event, however, that the Board determines that there exists a surplus in the reserve for Extraordinary Expenditures, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount. At the time of the closing of the sale of each Lot by the Declarant, the Owner shall pay an amount as determined by the Declarant which shall be used and applied as a working capital fund in the manner herein provided.

Except to the extent expressly set forth herein above, the remaining provisions of the By-Laws shall continue in effect without change.

This Amendment shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOW THEREFORE, we the undersigned members of the Board of Devonshire at Kipling Estates Homeowners Association consent to the aforementioned.


The block contains five handwritten signatures in blue ink, each written over a horizontal line. From top to bottom, the signatures appear to be: Roger S. Searcy, Joseph Karawick, James M. [unclear], Patricia A. Welcott, and Robert B. Phillips.

BEING ALL OF THE MEMBERS OF THE

BOARD OF DIRECTORS

PREPARED BY: email to

Katerina Tsoukalas-Heitkemper
TRESSLER LLP
550 E. Boughton Road, Suite 250
Bolingbrook, IL 60440
(630) 759-0800
#710013

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

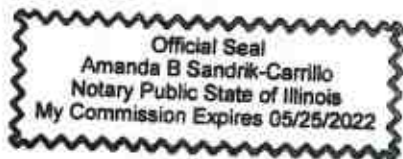
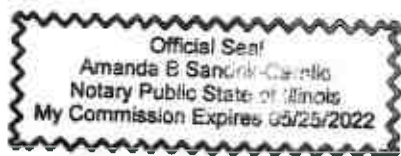
Joe Kararo, being first duly sworn on oath depose and state that the Owner(s) whose name(s) are subscribed to the foregoing Amendment are the true and correct Owners at Devonshire at Kipling Estates Homeowners Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me
this 11th day of September, 2018.

Joe Kararo

Amanda Sandrik-Carrillo

Notary Public



AFFIDAVIT

I, Joe Kararo, do hereby certify that I am the duly qualified and acting Secretary of Devonshire at Kipling Estates Homeowners Association, an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association.

I do further certify that at least fifty-one percent (51%) of the Owners have approved this Amendment as required under the By-Laws and as set forth in Article X of the By-Laws.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this 11th day of September, 2018.

Joe Kararo
Secretary

SUBSCRIBED and SWORN to before me
this 11th day of September, 2018.

Amanda Sandrik-Carrillo
Notary Public

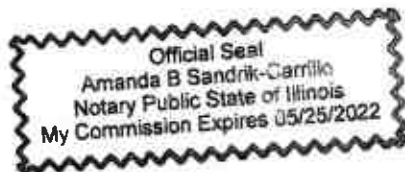


EXHIBIT A

LEGAL DESCRIPTION

LOTS 301 THROUGH 310, BOTH INCLUSIVE, LOTS 134 THROUGH 395, BOTH INCLUSIVE, LOTS A,B, C AND OUTLOT N, ALL IN KIPLING ESTATES UNIT 6, PHASE 1, A PLANNED DEVELOPMENT PART OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2002153129.

Common Address: Devonshire Lane and Wynstone Lane
Shorewood, Illinois

PIN: Part of 06-20-100-010 and Part of 06-20-100-011

EXHIBIT B

ADDITIONAL PARCEL

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, THENCE NORTH 00 DEGREES 07 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF, 423.61 FEET TO THE SOUTHWESTERLY CORNER OF KIPLING ESTATES UNIT 6 PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2002, AS DOCUMENT NO. R2002153129, THENCE NORTH 89 DEGREES 52 MINUTES 40 SECONDS EAST 226.00 FEET, ALONG THE SOUTHERLY LINE OF SAID KIPLING ESTATES UNIT 6 PHASE 1, THENCE NORTH 00 DEGREES 07 MINUTES 20 SECONDS WEST 40.89 FEET, ALONG SAID SOUTHERLY LINE SAID KIPLING ESTATES UNIT 6 PHASE 1, THENCE SOUTH 89 DEGREES 05 MINUTES 40 SECONDS EAST 634.40 FEET, ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, THENCE SOUTH 43 DEGREES 25 MINUTES 27 SECONDS EAST 201.32 FEET, ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, THENCE NORTHERLY ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 68.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 67.72 FEET AND A BEARING NORTH 40 DEGREES 59 MINUTES 41 SECONDS EAST, THENCE SOUTH 62 DEGREES 03 MINUTES 06 SECONDS EAST 230.18 FEET, ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, THENCE SOUTH 44 DEGREES IN 54 MINUTES 16 SECONDS WEST 53.77 FEET, ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, THENCE SOUTH 89 DEGREES 05 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE OF KIPLING ESTATES UNIT 6 PHASE 1, A DISTANCE OF 250.89 FEET TO THE EAST LINE OF SAID HALF OF THE NORTHWEST QUARTER OF SECTION 20, THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST 90.01 FEET, ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 20, THENCE NORTH 89 DEGREES 05 MINUTES 52 SECONDS WEST 1324.71 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 20, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

EXHIBIT C

COMMON AREA

LOTS A, B, AND C ALL IN KIPLING ESTATES UNIT 6, PHASE 1, PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2002153129.

EXHIBIT D

NATURAL WILDLIFE CORRIDOR RESTRICTIVE COVENANT

THE WEST 800 FEET OF THE NORTH 14 FEET OF THE SOUTH 90 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.