

Second Amendment - 9/12/05

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FAIRHILLS OF CANTERFIELD**

This Amendment of Declaration of Covenants, Conditions and Restrictions for Fairhills of Canterfield (this "Amendment") is entered into as of this 12th day of September, 2005.

W I T N E S S E T H:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Fairhills of Canterfield was recorded January 4, 1996 in the Kane County, Illinois, Recorder's Office as Document No. 96K000847 providing for various covenants, conditions, and restrictions with respect to the real estate legally described on Exhibit A attached hereto ("Property") and which was amended by that certain First Amendment dated March 28, 1996 (collectively the "Declaration").

WHEREAS, unless defined herein, all terms used herein shall have the same meaning ascribed to them in the Declaration.

WHEREAS, it is recognized that the Declarant no longer owns any portion of the Property and that not less than seventy-five percent (75%) of the Owners desire to amend certain portions of the Declaration.

WHEREAS, HLC Partners, an Illinois general partnership ("HLC") desires to consent to the provisions of this Amendment as required by the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article VIII, Section 8(d) of Exhibit B constituting the By-Laws attached to the Declaration shall be deleted and replaced with the following language:

“Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year. This requirement may be waived by the Association Board of Directors if a third party bonded property management company is under contract to provide Association financials, billing, collecting and disbursements.”

2. Except as set forth herein, the Declaration shall remain in full force and effect as unmodified.

CONSENT BY HLC PARTNERS

HLC Partners hereby consents to the foregoing Amendment.

HLC Partners, an Illinois general partnership

By: Haeger Industries, Inc.

By: _____
Craig S. Zachrich, its Chief Operating Officer

Subscribed and Sworn to Before me
this _____ day of _____, 2005.

Notary Public

Prepared by and after recording mail to:

Keith A. Spong
Brady & Jensen, LLP
2425 Royal Boulevard
Elgin, Illinois 60123

CONSENT OF OWNERS OF AT LEAST 75% OF LOTS

Owner of Lot _____

Owner of Lot _____

Owner of Lot _____

Owner of Lot _____

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EXHIBIT A
LEGAL DESCRIPTION

Lots 1 through 122 inclusive and Lots A through F inclusive of:

Fairhills at Canterfield being a subdivision of part of the Southwest quarter of Section 27 and the Northwest quarter of Section 34, both in Township 42 North, Range 8 East of the Third Principal Meridian according to the plat of thereof recorded September 12, 1995 as Document No. 95K053597 and Document No. 95K053598, in Kane County, Illinois.