

Third 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") and the Village of West Dundee desire to consent to the provisions of this Amendment as required by the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The reference to “chain link fences” on page 27 of the Residential Community Design Guidelines constituting Exhibit D to the Declaration (the “Design Guidelines”) shall be clarified to eliminate the reference to “chain link fences” as same are prohibited elsewhere in the Declaration.
2. As to the items contemplated on page 17 of the Design Guidelines, the use of composite materials, including but not limited to “TREX”, shall be permissible in addition to wood, provided same is first approved by the Architectural Review Committee.
3. As to the roof materials contemplated on page 13 of the Design Guidelines, so-called “Architectural Grade/Style” shingles shall also be permissible as a roofing material. In addition, natural color cedar shingles shall be permissible on gazebo type freestanding structures.
4. Article VIII(3)(p) on page 34 of the Declaration shall have additional language added at the end of said paragraph as follows:
“Notwithstanding the foregoing, satellite dishes of 24" in diameter, or less, shall be permissible provided, however, the Owner shall use reasonable efforts to place such satellite dish in such a manner so as to keep same hidden to the extent possible by utilizing roof lines, overhangs or landscaping if placed on the ground.”
5. Article VIII (3)(r) on page 34 of the Declaration shall be amended to also allow TREX or other composite materials to be utilized for fencing provided same must first be approved by the Architectural Review Committee.

6. With respect to Article VIII(3)(q) on page 34 of the Declaration, shrubbery, trees and plants may be placed within a Landscaping Easement area or a Municipal Utility Easement area; provided, however, the Owner who places such shrubbery, trees or plants shall be responsible for the loss/replacement of such items if utilization of such easement area is needed by the Association or the Village.
7. Except as set forth in this Amendment, 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 VILLAGE OF WEST DUNDEE

The Village of West Dundee hereby consents to the amendment set forth in Paragraph 6 of this Amendment subject to the following limitations and modifications:

1. The Village of West Dundee will permit landscaping to be placed within public utility easements, but under no circumstances will landscaping impact, deter, or deflect or otherwise disrupt the overland flow of stormwater runoff including overflow routes as identified within the Fairhills grading plans. In the event that additional storm water system improvements are made to the subdivision, the Village agrees to provide the homeowner's association two copies of the revised storm system plan, and grading plans within 60 days.
2. The Village and the utility companies reserve the right to remove any landscaping located within the public utility easements that disrupts the convenience of stormwater runoff, or impacts utility service or repair. In addition, the Village reserves the right to recapture any funds expended in the removal and grading or restoration from the property owner in the event of disruption or the need to remove.
3. All landscaping installed within the public utility easement is done so at the owner's risk with the understanding that utility companies including the Village have access rights to utilize these easements and are not required to remove, replace or repair or otherwise restore the landscaping other than to rehabilitate the area with black dirt and seed, to pre-landscaping installation condition.

Village of West Dundee, an Illinois municipal corporation

By: _____
Its: _____

Subscribe and Sworn to Before me
this ____ day of _____, 2005

Notary Public

CONSENT OF OWNERS OF AT LEAST 75% OF LOTS

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.