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FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION

WHEREAS, the Declaration for Fairhills of Canterfield Homeowners Association ("Declaration") was recorded with the Recorder of Deeds of Kane County, Illinois, as Document No. 96K000847 on January 4, 1996; and

WHEREAS, the First Amendment to the Declaration was recorded with the Recorder of Deeds of Kane County, Illinois, as Document No. 96K024706 on April 8, 1996; and

WHEREAS, an Amendment to the Declaration was recorded with the Recorder of Deeds of Kane County, Illinois, as Document No. 2005K122875 on October 13, 2005; and

WHEREAS, an Amendment to the Declaration was recorded with the Recorder of Deeds of Kane County, Illinois, as Document No. 2005K122876 on October 13, 2005; and

WHEREAS, the Board of Directors has determined that certain Amendments to the Declaration will benefit the safety and welfare of the members of the Association; and

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1367 ANGLE TARN
WEST DUNDEE, IL 60118

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WHEREAS, the Declaration provides under Article VIII, Paragraph 6 for Amendments to the Declaration; and

WHEREAS, the Board has approved the following amendments and at least seventy-five percent (75%) of the Unit Owners have approved the change.

NOW, THEREFORE, the following shall be considered as Amendments to the Declaration whereby the following Articles and paragraphs shall either be deleted, revised or further clarified and replaced either in their entirety or partially as follows:

1. Article 1, Paragraph 4 of the Declaration is amended to include Lots in the conservancy Easement, and shall be deleted in its entirety and replaced with the following:

> 4. "Conservancy Easements" shall mean and refer to the conservancy easements in favor of the Village and Association, located on portions of Lots 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 53, 54, 55, 59, 60, 61, 62, 63, 64, 65, ~~and~~ 66, 78, 79, 80, 81, and 82 as delineated on the Plat of Subdivision, which are created to preserve trees and open space on the Property, the legal title to which is owned by the Owners of said Lots, but which is to be maintained by the Association for the benefit of all Owners and the Village, as hereinafter defined.

2. Article 1, Paragraph 18 of the Declaration is amended to include the Lots within the Private Trail Easement, and shall be shall be deleted in its entirety and replaced with the following:

> 18. "Private Trail Easements" shall mean and refer to those areas delineated as such over the rear portions of Lots 9, 10, 15, 16, 17, 18, 84, 85, 86, 87, 88, 89, 94, 95, 97, 98, and 99, as depicted on the Plat of Subdivision, the legal title to which is owned by the Owners of said Lots, but which Private Trail Easements shall be granted to the Association and which shall be maintained by the Association. Such easements may be used as an equestrian and pedestrian trail only by the Permitted Private Trail Users. No fencing or other structures may be located within the Private Trail Easements. In addition, Declarant acknowledges that the easement located over Lot 100 is a continuation of the Public Trail Easement which was incorrectly labeled as a Private Trail Easement.

3. Article III, Paragraph 7, shall be deleted in its entirety.

4. Article V, Paragraph 3(f) is amended to comply with current statutes and shall be deleted in its entirety and replaced with the following:

> (f) Effective January 1, 2018, a common interest community association with 100 or more units must use Generally Accepted Accounting Principles (GAAP) in preparing its financial statements. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Expenses specifying and itemizing maintenance and repair expenses and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

5. Article VI, Paragraph 5, shall be deleted in its entirety and replaced with the following:

> 5. "Private Trail Easement and Off Site Trail Easement. The Association shall maintain and keep in repair the surface of the trail located within the Private Trail Easement and Off Site Trail Easement, except that the affected Lot Owners shall mow those accessible lawn portions of Lots and maintain all landscaping located on Lots encumbered thereby.

6. Article VIII, Paragraph 3(r), shall be deleted in its entirety and replaced with the following:

> (r) Fences of any kind are highly discouraged as it is desirable to maintain an open yard appearance without obstructions between Lots. Fencing, under certain circumstances, may be approved at the sole discretion of the Architectural Review Committee. Invisible (e.g. underground) fencing is encouraged to restrain pets. No Owner shall install any fencing on the Lots which is not constructed of all natural materials accepted 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 as approved under Amendment 3. Street side of fences is to be landscaped to soften the look. Chain link fences shall not be installed on any Lots.

Paragraph 7 replaced by Solar Panel Policy (2024)

7. Article VIII, Paragraph 3(y), shall be deleted in its entirety and replaced with the following:

~~(y) No solar energy collector panels or attendant hardware or other energy conservation equipment visible on the exterior shall be constructed or installed on any Dwelling Unit or Lot.~~

8. Article VIII, Paragraph 4, shall be deleted in its entirety and replaced with the following:

4. Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or any Rules and Regulations of the Association, the Association and the Board of Directors of the Association shall each have all the rights and remedies which may be provided for in this Declaration, the By-Laws and said Rules and Regulations and those which may be available at law or in equity and each may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, for specific performance, for judgment for payment of money and collection thereof, for any combination of remedies or for any other relief provided, however, notwithstanding anything contained herein to the contrary, the Association may avail itself of any remedies under the Eviction Act. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the Common Expenses (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his additions and improvements thereto and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Association, are mutually enforceable by and among the members of the Association. Any member who believes that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true and that corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation as unworthy of action or fail to investigate the alleged violation within thirty (30) days of notice, then the

complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

9. Article VIII, Paragraph 8, shall be deleted in its entirety and replaced with the following:

> 8. Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when sent by email, United States regular, registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof.

10. Article III, Paragraph 1, of Exhibit B constituting the By-Laws attached to the Declaration shall be deleted in its entirety and replaced with the following:

> 1. Annual Meetings. The first annual meeting of the members shall be held within two (2) years from the date of the proper recordation of the Declaration in Kane County, Illinois and each subsequent regular annual meeting of the members shall be held within the first quarter of each year thereafter at a time and place to be announced. Notice must be posted ten (10) days before but no earlier than forty (40) days in advance, and must be sent out in the manner prescribed in Article VIII, Paragraph 8.

11. Article VII, Paragraph 1(a), of Exhibit B constituting the By-Laws attached to the Declaration shall be deleted in its entirety and replaced with the following:

> (a) Adopt and publish rules and regulations governing the use of the Landscape Easements, Detention Facilities, Private Trail Easements, Off Site Trail Easement, Conservancy Easements, the Sign Easements, the Property and any facilities thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, provided that in all instances such rules and regulations are consistent with the provisions of the Declaration. The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from its Members or Unit Owners for violations of the Declaration, By-Laws and Rules and Regulations;

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12. Article VII, Paragraph 1(c), of Exhibit B constituting the By-Laws attached to the Declaration shall be deleted in its entirety and replaced with the following:

> (a) Enforce the Rules & Regulations and By-Laws of the Association. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

13. Article VII, of Exhibit B constituting the By-Laws attached to the Declaration shall be amended to add a Paragraph 3 to state as follows:

> 3. Non-Liability of the Directors, Board and Officers. The Board and Officers of the Association shall not be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board, or Officers except for any acts or omissions found by a court to constitute gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the Directors, Officers, and Board, their heirs, executors and administrators, successors and assigns fraud.

14. Article XI of Exhibit B constituting the By-Laws attached to the Declaration shall be deleted in its entirety and replaced with the following:

> As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear a Late Fee of Fifty Dollars ($50.00) per month from the date of delinquency and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of his Lot. Every member, except Declarant, who has mortgaged his Lot, authorizes his mortgagee to collect and pay to the Association this assessment. Should the mortgagee decline to do so, then payments shall be made periodically as determined by the Association to the Association.

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15. The following changes shall be made to Exhibit D, which is referenced as Residential Community Design Guidelines:

A. Page 12, Exterior Materials and Finishes, the third sentence shall be deleted and replaced with the following:

> Aluminum and vinyl sidings are acceptable but must be accented and trimmed with painted wood materials.

B. Page 12, under the APPROPRIATE category, the following bullet point shall be deleted:

> Wood, vinyl or metal soffits and reinforced facias

and shall be replaced with the following:

- Wood, vinyl or aluminum soffits are permitted.
- Wood fascias are permitted

C. Page 15, Windows, under the APPROPRIATE category, the following bullet point shall be deleted:

> Muntins on front, side and rear elevations with traditional styles are required

and shall be replaced with the following:

- All exterior windows must be white in color, and ALL windows, transoms, etc. must have traditional style Muntins (Grids).

D. Page 16, Front Entry, Service, Patio and Garage Doors, under the APPROPRIATE category, the following bullet point shall be deleted:

> Accent color at front entry doors is encouraged

and shall be replaced with the following:

- Accent color on front entry doors must be consistent with the "Color Matrix" for specific home models or another colors, both of which must be approved by the Architectural Review Committee.

E. Page 18, Exterior Colors, under the APPROPRIATE category, the following bullet point shall be deleted:

> Roof areas medium, warm earth tones ranging from light browns, subtle greys to rusty reds

and shall be replaced with the following:

- Roof area colors of Weathered Wood, Black and Charcoal Gray may be submitted to the Architectural Review Committee for consideration for approval.

F. Page 18, Exterior Colors, under the INAPPROPRIATE category, the following bullet point shall be deleted:

Roof areas in pure white, light greys or black

and shall be replaced with the following:

- Any roof area colors not previously approved by the Architectural Review Committee.

G. Page 26, Community Fence Program, the first paragraph shall be deleted in its entirety and replaced with the following:

The approved fence will be required where a rear yard abuts a roadway. This fence will be a 6 foot tall board fence with top cap detail. Fencing on corner lots must be no taller than 4'. Fencing on non-corner lots shall also be 4' maximum height unless approved otherwise under certain circumstances by the Architectural Review Committee but will have a maximum height of 5' ft. Structural framing shall be on the lot side of the fence whose owner wishes to erect the fence, or by agreement with adjacent property owner, or on the lot side of the fence where adjacent a roadway. Style will be of the board-on-board style, not of the stockade type (e.g. there must be space between boards to provide some see through and without pointed tops). Rounded or dog-eared tops are required. Street side of fences is to be landscaped to soften the look.

H. Page 26, Community Fence Program, the second bullet point shall be deleted in its entirety and replaced with the following:

- The final location of the actual fence setback will be determined by the Architectural Review Committee based on the proper location for the preceding house on either side.

I. Page 27, Courtyards Walls, Privacy Screening & Pool Enclosures, under the APPROPRIATE category, the following bullet point shall be deleted:

- Natural cedar fence, stained or painted

and shall be replaced with the following:

- Natural wood fences (cedar or pressure treated other approved wood) to be sealed/ stained with either transparent or approved color stain. TREX or other approved composite materials may also be utilized.

J. Page 29, Landscape Character & Style, the third paragraph shall be deleted in its entirety and replaced with the following:

The recommended landscape character should emphasize an informal pastoral scene by use of native plant materials and natural areas. Front yard plantings should be sympathetic to the overall

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neighborhood streetscape in form, texture and simplicity of design. This can be achieved, in the single family areas, by limiting the front yard planting to lawn, trees and informal foundation plantings. Plantings on either side of public sidewalks and within park strips are prohibited. Appropriate plantings around mailboxes may be permitted with prior Architectural Review Committee approval.

K. Any reference in the Exhibit D Residential Community Design Guidelines stating "Preferable, Encouraged and Recommended" are hereby deleted and replaced with "Required unless otherwise approved by the Architectural Review Committee".

16. The Rules and Regulations dated January 31, 2018, attached hereto as Exhibit A shall be incorporated and made a part of this Fourth Amendment.

17. The Declaration Enforcement Policy attached hereto as Exhibit B shall be incorporated and made a part of this Fourth Amendment.

NOW THEREFORE, we the undersigned members of the Board of Directors of Fairhills of Canterfield Homeowners Association consent to the Amendments aforementioned.

Ann Heiger

Thomas L. Wolfe

Nicole Triveri

[illegible]

Evan [illegible]

BEING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS

EXHIBIT A

FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
(R9 – 2.8.19)

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ADDITIONAL FORMS – See HOA Web Site at [http://fairhillshoa.com]
Express ARC Review Application
Application to ARC Review
Homeowner Information Form

FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION
WEST DUNDEE, IL 60118

INTRODUCTION

1. The Fairhills of Canterfield Homeowners Association consists of 122 Single Family Homes and common areas. The Association is responsible for the maintenance of all common areas.

2. The purpose of this manual is to provide information that will help us all live in comfort and safety at Fairhills of Canterfield. The rules are designed to maintain a high quality of life for the residents, which in turn will make Fairhills of Canterfield a desirable place to live and will contribute to the appreciation in the value of our homes.

3. Membership in the association includes every person or entity that owns in fee simple title any lot, including contract purchasers, and any beneficiaries of trusts holding legal title. Each member has certain rights, which are defined in the Declaration of Covenants, Conditions and Restrictions with amendments. (CCRs).

4. The Board of Directors (herein referred as to the Board) is comprised of unit owners that are elected at large by the members. Directors serve two-year terms after they are elected. The Board administers the functions of the Association.

5. Any homeowner who is in good standing with the Association is eligible to serve on the Board. If there are multiple owners of a home, including spouses, only one owner can serve on the Board.

6. Board meetings are open to all HOMEOWNERS. Each March the members of the Association meet to elect members to fill the positions on the Board. Notices are sent to all members within 30-days prior to the Annual Meeting.

7. The Board may retain the services of a professional management agency (herein referred to as Management or Managing Agent) to execute business matters and to enforce all policies as established by the Board. All inquiries regarding assessments or services should be directed to the Management Company, or if none has been retained, then to the Board directly.

8. Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them. Each unit homeowner will be held responsible for compliance with the Rules and Regulations as set forth in this manual. Failure to do so will result

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in action by the Board of Directors, which could lead to the levying of fines and/or penalties. The Declaration provides that the cost and fees incurred by the Board in enforcement of these rules shall be borne by the homeowner.

This manual has been created in good faith to provide the homeowner with additional important information and is believed to be correct; however, it does not in any way supersede the CCRs.

ENFORCEMENT

1. Notice of violation of the rules will be given by means of a letter from Management stating the rule violations, date and if available, the approximate time of the violation, as well as any other pertinent data. These letters may result from complaints of neighbors, the Management Company, or any Board Member. Letters will be sent to the Homeowner. It is the responsibility of the homeowner to confer with their tenant, if applicable.

2. Homeowners will have a stated number of days noted to correct any violation or contact the Board with a plan for correcting the violation. If the violation is not corrected the homeowner may be fined.

3. If applicable, homeowners also have a stated number of days from the receipt of the notice of the fine imposed, to inform the Board in writing that the violation will be protested. The Board of Directors, at its next meeting, may conduct a hearing into the matter. The Board's decision will be binding.

4. If a violation is to be protested, the homeowner may appear at the next scheduled Board meeting. If unable to attend, a special meeting may be arranged between the alleged violator and the Board, at the alleged violator's request. The meeting must be arranged within twenty-one (21) days after receipt of the violation notice.

BASIC HOMEOWNER RESPONSIBILITY

1. All homeowners and residents should keep the Board of Directors and/or the Management Company informed about problems, suggestions, questions, etc., that they might have. The Board and Management Company can only work to correct problems when they become aware of them. Inquires must be submitted to the Board using either Email BoardOfDirectors@FairhillsHOA.com or by US Mail.

2. Homeowners and residents are strongly encouraged to assist the Board and Management in keeping Fairhills of Canterfield and all the Common Areas of the property and elements in good, clean, neat & orderly condition. Homeowners are encouraged to practice good housekeeping skills in order to maintain the condition, attractiveness, and value of the properties within the Fairhills of Canterfield community. In addition, this will help to keep the association fees at a reasonable rate.

3. All homeowners and residents are expected to read all correspondence sent by the Board or Management Company and to respond to any questionnaires, forms, etc.

4. Homeowners must pay their Annual Assessment and/or fines on time. If not paid within thirty (30) days after the due date, the assessment and/or fines shall bear a Late Fee of Fifty Dollars ($50.00) per month from the date of delinquency.

5. Homeowners whose fees have not been paid by the March 30th deadline will be sent an account ledger and/or a Collection Warning Notice.

6. Homeowners whose fees are more than 60-days overdue will be sent a certified demand letter. If payment, or payment arrangements, is not received within this time frame, the account will be referred to the association's attorney for collection. All fees/costs associated with this matter are the homeowner's responsibility and will be charged back to their account. These fees include, but not limited to, attorney's fees, and costs.

7. Homeowners are encouraged to attend Board Meetings. Dates and times will be announced in mailings, newsletters, or the homeowner's association website.

8. Any acts of vandalism or security concerns shall first be reported to the West Dundee Police Department, and then to the Board/Management so that the necessary repairs may be completed, if needed.

9. Door to door soliciting is prohibited.

10. All storm doors and/or windows must be a color consistent to the original colors, which is similar to the existing exterior structure. All replacements must have written approval by the Architectural Review Committee (ARC).

11. All maintenance issues must be approved by the ARC. Any homeowner contemplating any exterior maintenance to their home must receive written approval from the ARC. Please visit our web site at http://fairhillshoa.com for instructions or contact any member of the Board of Directors.

12. No lot shall be subdivided or change its boundary lines without written approval by the Board of Directors and/or the ARC.

13. No timesharing or exclusive use of the dwelling via rotation among residents is permitted.

14. No firearms or discharging of firearms, including BB guns, pellet guns, or other similar types of firearms, is permitted.

15. Any homeowner that wants to install a Satellite Dish must receive prior written approval from the ARC.

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APPEARANCE OF DWELLING UNITS AND COMMON AREAS

1. No personal items are allowed to be stored, attached, tied to, or adhered to any of the Common Areas.

2. Nothing shall be done by any resident or homeowner to alter, modify/add/change a structure, or provide landscaping improvements without prior written approval of the ARC.

3. Change in exterior color any dwelling is not permitted, unless written approval by the ARC is provided.

4. At no time may any homeowner or lot render any endangerment or provide an unhealthy environment.

5. All homeowners are to keep their lawn mowed to a length not to exceed 4 inches, and to keep weeds under control. If not properly controlled, weeds will spread to the lawns of neighbors. Homeowners are also to keep all bushes & shrubs trimmed and looking neat and orderly at all times.

6. Interior window coverings are to be hung neatly and kept clean as to present an attractive appearance to the exterior of the home. No materials shall be used as window or door coverings that are not commercially considered to be a curtain, drapery, shade or blind.

Temporary coverings may be used for a maximum of 4-weeks after the resident's first move into a home. Paper or paper products are not permitted as temporary coverings. The use of exterior plastic on any window is NOT permitted. All windows & screens are to be kept in good repair. Unsightly & unkempt conditions are not permitted.

7. Balconies, Decks & Patios:

   A. Homeowners and residents are to keep balconies, decks, and patios clean, orderly and free from unsightly clutter, rubbish & debris.

   B. Only patio style furniture and grills are permitted for seasonal usage on the balconies, decks, and patios. Nothing is to be stored in these areas.

   C. Balconies, decks, and patios are not be used as pet runs. Pets are not permitted to be tied up to/on balconies, decks, patios or porches OR any common areas.

8. No clothing, laundry, sheets, blankets, rugs or other similar items is permitted to be hung out or exposed on the balconies, decks or patios.

9. Residents are encouraged to remove all delivered newspapers by the end of the day, to keep a neat and orderly appearance.

10. No trailer, tent, shack, garage, barn, storage structure that is temporary in character is to be used for any residence.

11. No plants, seeds or other landscaping shall harbor or breed any infectious diseases or noxious insects.

12. No trees shall be removed except for diseased or dead/dying trees, or those prohibiting the growth of other trees, is permitted without the written authorization of the ARC.

13. No overhead utility lines, including cable television, or solar energy collector panels, or other energy conservation equipment is permitted without the written authorization of the ARC.

14. No use, fishing, swimming, boating, playing, or use of personal flotation devices is permitted in any wetland, lake, ponds or streams within the Common Area.

15. The use of motorized vehicles, bicycles, unicycles, or other wheeled vehicles, of any kind, by any resident or guest, is strictly prohibited on the Public Trail Easements or Private Trail Easements.

16. One "For Sale" or "For Rent" sign is allowed for display in a window or in front of an owner's home, of not more than five (5) square feet. No billboards, unsightly objects or nuisances, or erected signage is permitted. Exceptions: Security or neighborhood watch signs and American Flags.

CONDUCT

1. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any home. However, a home office would be permitted provided that no outside signage is displayed.

2. No litter or waste may be deposited on the property.

3. In the spirit of community living, no loud disturbances such as overly loud playing of radio, stereo, TV, obnoxious or offensive activity, annoyance or nuisance to other residents are permitted in or near any home or the common area. West Dundee Village Code, Title 6, Chapter 5 declares additional requirements regarding this subject.

4. Nothing shall be done to a home or common area, which will increase the rate of insurance on the property.

5. The homeowner is responsible for their pets, tenants, and guests. In the event the homeowner fails to maintain, repair, or replace portions of the common area damaged or destroyed by their pets, any occupants or guests, the Board may make such necessary repairs and replacements and charge back the cost to the unit owner.

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6. The operation of ham or amateur radios, or the erection of any antenna is not permitted.

7. No homeowner shall install any fencing, shrubbery, trees, plants, retaining walls or other structures to any designated area NOT within their plat as recorded in the Kane County Recorder's Office.

8. Only fences of approved materials are permitted. These include composite materials (i.e. TREX), wood, brick, stone and wrought iron. No chain link or stockade wood fences are permitted. The ARC prior to the installation must approve all installations in writing.

9. No above-ground swimming pools are permitted. Jacuzzis, hot tubs, or spas are allowed in accordance with the Declarations & Covenants.

10. Seasonal/Holiday décor is permitted to be displayed no earlier than 30-days before and no more than 30-days after the holiday. An exception to the removal deadline may be made for the Christmas Holiday, only if weather does not permit its removal.

11. Approval by the ARC for any basketball hoops or backboards must be received prior to any installation.

INSURANCE

1. All Homeowners are responsible for providing homeowners insurance for their homes, including the contents, furnishings and personal property therein, and may be required to provide proof of insurance to the Board/Managing Agent from time to time. This information will be kept confidential and on file.

2. The association shall maintain liability insurance on the common property. A Certificate of Insurance may be obtained upon request from the insurance provider.

GARBAGE

1. All garbage other than recyclables must be placed in garbage cans. Plastic bags will not be permitted unless the content of the bag is of a size that will not fit into the garbage can.

2. On all days excepting the day of collection, containers must be stored on the owner's premises on the side of a structure or otherwise out of site so as not to be seen from any neighboring home and street. All containers shall be removed to the garage promptly after scavenger pick up. No trash is to be burned on any lot.

SALES OF UNITS

1. No property can be sold without obtaining a Paid Assessment Letter from Management.

2. No Paid Assessment Letter or financial information will be released by the management unless the following has been taken care of:

   A. All applicable fees must be received by the management company.

   B. The Declaration of Covenants, Conditions & Restrictions, and Rules & Regulations must be turned over to the new owner/buyer. If the Declarations of Covenants, Conditions & Restrictions, and Rules & Regulations are not turned over to the new owner, the Board of Directors directs the new owner to visit the Association's website at http://fairhillshoa.com to view and/or print copies of all Declaration documents.

3. Realtor open houses will only be permitted when the listing agent provides an attendant at the unit. This is to allow only authorized persons and agents access to the unit. No doors are to be propped open and no unit it to be left unattended.

RENTALS & NON-RESIDENT OWNERS

1. If you intend to rent your home, you must contact the Management Company in writing at least ten (10) days prior to occupancy of your unit. The Management Company must have on file a current Homeowner Information Form. Any homeowner who does not reside in their home shall provide the management company with their permanent resident address and phone numbers where they can be reached in an emergency, both at home and at work, as well as a cell number if applicable.

2. The homeowner is responsible for all fees, fines, charges, etc., on their account.

3. In the event any tenant or guest violates the Rules & Regulations, management will notify the homeowner in writing. The homeowner is responsible for ensuring that his/her tenant complies with the Declaration and Rules & Regulations of the Association.

4. No homeowner may lease less than the entire home; nor may the unit be leased for transient or hotel purposes.

5. Any expenses incurred by the association in trying to locate any homeowner who fails to provide any of the above information, shall be charged back to the homeowner. Unless otherwise provided by law, any homeowner who fails to provide such information shall be deemed to have waived their right to receive notices at any address other than the address of the unit, and the association or management shall not be liable for any loss, damage, injury or prejudice to the rights of any such homeowner caused by an delays in receiving notice resulting therefrom.

PETS

1. Only domestic household pets may be kept in the home providing they are not maintained for commercial purposes and providing their owners abide by all rules pertaining to pets.

2. No resident shall keep more than two (2) household pets.

3. Only 1 exterior animal structure is permitted, and shall not be visible from the street.

4. The unit owner is financially responsible for all damages to the common area as the result of their or their tenants or guests pet's behavior (i.e. damage to bushes, trees, grass, etc.).

5. All pet fecal matter deposited on any common area must be cleaned up immediately and properly disposed of.

6. Pets are not to create a nuisance (i.e. continual barking), disturbance, or health hazard for other residents or their property.

7. Pets must be accompanied by the pet owner and under control at all times. Pets are to be leashed at all times when out of doors. Pets, including cats, are not allowed out of doors unleashed unless an invisible fence has been installed on the property.

8. If any pet owner continually violates the rules, the Board may, on an individual basis, require the owner to remove the pet from the residence. If legal means are necessary, all fees associated are the homeowner's financial responsibility and will be charged back to their unit account.

VEHICLE PARKING

1. Parking shall be done so as not to obstruct ingress or egress to any mailboxes, sidewalks, fire hydrants, and stop signs or fire lanes.

2. Off-street parking shall be permitted in either the front or side yard provided that the off street parking occurs on a paved driveway perpendicular to the street leading to a garage.

3. Only operable vehicles are permitted to be parked in a homeowner driveway. No mobile homes, trailers, commercial vehicle, snowmobiles or boats are allowed to be stored on any driveway. They must be kept in garages only.

FINE SYSTEM

1. A violation of any Declaration of Covenants, Conditions & Restrictions or Rule & Regulation will be subject to a fine not to exceed $5,000 per violation, plus legal expenses as

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applicable. If applicable, all homeowner privileges shall be revoked until all fines are paid and the violation corrected. The Board of Directors reserves the right to implement a daily fine for continuing violations until such time as the violation is corrected.

2. The following is the adopted fine schedule that will be applied to all offenses. Each notice will require 7-days to correct or respond by providing the Board of Directors with a date as to when it will be corrected.

1st Offense – Warning Notice sent via 1st class mail; no fine assessed.
2nd Offense – Fine Notice sent via 1st class mail, and a $50.00 fine assessed.
3rd Offense – Fine Notice sent via 1st class mail, and a $75.00 fine assessed.
4th Offense – Fine Notice sent via 1st class mail, and a $100.00 fine assessed.
5th and all subsequent offenses – Fine Notice sent 1st class mail and a $100.00 fine assessed.

3. The rights to modify such fines, penalties and charges will be at the discretion of the Board. Any offense not corrected within the required time frame will be considered an uncorrected offense and will be handled accordingly.

4. If the homeowner feels that the violation has been wrongfully or unjustly charged, a written request for a hearing must be received by the Association requesting a Hearing with the Board. The request must be in writing and must be received by the Board/Managing Agent within fourteen (14) days after the date of the second violation notice.

5. Should no protest be filed within this time frame, the owner waives the right to a Hearing with the Board and the allegations of the second violation notice will be considered true.

6. Should a protest be filed, a Hearing on the matter will be scheduled with the Board/Managing Agent no later than four (4) weeks after receipt of the written protest. Notice of the date, time, and location of the Hearing will be send via First Class mail.

At the Hearing, the Board will listen to and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board will state its determination. The decision of the Board will be final and binding on the owner. Notification of the determination will be mailed to the owner.

PAYMENT OF FINES

Payment of any fines assessed under this policy will become due and owing immediately or not more than thirty (30) days. However, the Board may pursue other legal or equitable remedies during this time. Notices are deemed made when mailed to the owner. Homeowners are responsible for violation and fines caused by their guests.

REPEAT/CONTINUED OFFENSES

1. Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer, or Lien Foreclosure. All attorney's fees and costs incurred will be charged back to the homeowner's account.

2. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration of Covenants, Conditions & Restrictions and/or Rules and Regulations of the Association.

3. The remedies in this policy are not exclusive and the Board may, in addition, take any action available at law or provided in the Declaration of Covenants, Conditions & Restrictions and/or Rules & Regulations to prevent or eliminate violations.

2)

EXHIBIT B

DECLARATION ENFORCEMENT POLICY
(6.17.14-Final v3)

FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION

DECLARATION ENFORCEMENT POLICY

ADOPTED JUNE 17, 2014

A. CONDITIONS OF ISSUING A VIOLATION NOTICE.

If someone is believed to be in violation of any of the provisions of the Declaration, an owner, the Architectural Review Committee, or the Board of Directors, must submit a signed written complaint to the management company.

B. FEES AND COSTS.

Any violations will result in the following fees, plus any other expenses incurred by the Association because of the violation. All fees and expenses will be charged to the assessment account of the homeowner in violation and shall be placed as a lien on the owner's property if not paid.

1. **FIRST NOTICE** – No charge will be associated with this notice provided the violation is remedied within (15) fifteen days or the Board of Directors receives written notice of a target remedy completion date. There will be a re-inspection after the remedy date. If the violation is not remedied within 15 days of the remedy date following the FIRST NOTICE, then,

2. **SECOND NOTICE - $50.00**. This charge will be associated with this notice provided the violation is remedied within (15) fifteen days or the Board of Directors receives written notice of a target remedy completion date. There will be a re-inspection after the remedy date. If the violation is not remedied within 15 days of the remedy date following the SECOND NOTICE, then,

3. **THIRD NOTICE - $75.00**. This charge will be associated with this notice provided the violation is remedied within (15) fifteen days or the Board of Directors receives written notice of a target remedy completion date. There will be a re-inspection after the remedy date. If the violation is not remedied within 15 days of the remedy date following the THIRD NOTICE then,

4. **EACH SUBSEQUENT NOTICE - $100.00**. This charge will be associated with this notice provided the violation is remedied within (15) fifteen days or the Board of Directors receives written notice of a target remedy completion date. There will be a re-inspection after the remedy date. If the violation is not remedied within 15

days of the remedy date following this SUBSEQUENT NOTICE then additional SUBSEQUENT NOTICES will continue to be issued with associated fees until such fees are paid. All fees and expenses will be charged to the assessment account of the homeowner in violation and shall be placed as a lien on the owner's property if not paid.

C. VIOLATION NOTICE RETENTION.

1. Each violation will be retained in the owner's file of a period of one year.

2. Any other like violations issued within this period are subject to the listed table of fees.

3. If Corrective measures are taken and no other like violations are issued within a (1) year period, any previous violation(s) will not be considered as a subsequent violation.

D. RIGHT TO REQUEST A HEARING.

1. The homeowner charged with any violation will be given written notice of the violation. Within (14) fourteen days following the date of the violation letter, the homeowner may send a written request for a hearing to the property management company. In the event that a hearing is not requested and received by the property management company within (14) fourteen days following the date of the violation letter, no hearing will be conducted and the validity of the violation shall be deemed as admitted by the homeowner.

2. In the event that a hearing is requested, the homeowner shall be notified in writing of the time and place where the Board of Directors or its duly authorized Committee will conduct a hearing to review the violation. The homeowner and all interested parties have the opportunity to attend and be heard at the hearing. All hearings shall proceed with or without the presence of the homeowner. Following deliberation, the findings of the hearing shall be sent to the homeowner in writing. There will be no further right to a hearing before the Association regarding the violation.

3. In the event of any finding that a violation or any part thereof is valid, the homeowner shall be informed of the fine in accordance with the provisions of Paragraph B above.

4. The Association reserves the right to pursue any and all legal and equitable remedies to compel enforcement or collection. The homeowner shall be liable for any and all expenses, costs, and attorney's fees to compel enforcement or collection.

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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Ann Meyer, do hereby certify that I am the duly qualified and acting President of the Fairhills of Canterfield 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 seventy-five percent (75%) of the Unit Owners have approved the change.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this the 1ST day of MAY, 2019.

By: Ann Meyer
Printed Name: Ann Meyer
Title: HOA Board President

SUBSCRIBED and SWORN to before me
this 01st day of MAY, 2019.

Notary Public

"OFFICIAL SEAL"
KAMALJIT KALIA
Notary Public - State of Illinois
My Commission Expires March 01, 2021

4835-7165-8375.2.29990.68084

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Dundee Township - Office of the Assessor - Property PIN Numbers

Pin	Address	City
03-27-303-001	801 WINTERCRAG	WEST DUNDEE
03-27-301-001	802 AUTUMN HILL	WEST DUNDEE
03-27-302-002	802 WINTERCRAG	WEST DUNDEE
03-27-302-001	805 AUTUMN HILL	WEST DUNDEE
03-27-301-002	816 AUTUMN HILL	WEST DUNDEE
03-27-303-002	817 WINTERCRAG	WEST DUNDEE
03-27-301-003	832 AUTUMN HILL	WEST DUNDEE
03-27-303-003	835 WINTERCRAG	WEST DUNDEE
03-27-304-015	907 ANGLE TARN	WEST DUNDEE
03-27-303-009	910 ANGLE TARN	WEST DUNDEE
03-27-304-014	929 ANGLE TARN	WEST DUNDEE
03-27-303-008	936 ANGLE TARN	WEST DUNDEE
03-27-304-013	937 ANGLE TARN	WEST DUNDEE
03-27-352-006	951 FOX PATH	WEST DUNDEE
03-27-304-012	955 ANGLE TARN	WEST DUNDEE
03-27-304-011	963 ANGLE TARN	WEST DUNDEE
03-27-303-007	968 ANGLE TARN	WEST DUNDEE
03-27-304-010	971 ANGLE TARN	WEST DUNDEE
03-27-352-005	987 FOX PATH	WEST DUNDEE
03-27-304-018	1010 FOX PATH	WEST DUNDEE
03-27-305-002	1011 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-004	1013 FOX PATH	WEST DUNDEE
03-27-303-006	1022 ANGLE TARN	WEST DUNDEE
03-27-305-003	1023 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-009	1025 ANGLE TARN	WEST DUNDEE
03-27-304-008	1041 ANGLE TARN	WEST DUNDEE
03-27-304-019	1042 FOX PATH	WEST DUNDEE
03-27-303-005	1044 ANGLE TARN	WEST DUNDEE
03-27-352-003	1045 FOX PATH	WEST DUNDEE
03-27-304-007	1067 ANGLE TARN	WEST DUNDEE
03-27-303-004	1068 ANGLE TARN	WEST DUNDEE
03-27-304-020	1068 FOX PATH	WEST DUNDEE
03-27-302-006	1086 ANGLE TARN	WEST DUNDEE
03-27-304-021	1108 FOX PATH	WEST DUNDEE
03-27-304-016	1112 FAIRHILLS DRIVE	WEST DUNDEE
03-27-305-004	1113 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-022	1116 FOX PATH	WEST DUNDEE
03-27-304-023	1124 FOX PATH	WEST DUNDEE
03-27-302-005	1128 ANGLE TARN	WEST DUNDEE
03-27-304-006	1129 ANGLE TARN	WEST DUNDEE

03-27-305-005	1131 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-024	1132 FOX PATH	WEST DUNDEE
03-27-352-023	1133 MILLSFELL	WEST DUNDEE
03-27-352-024	1136 MILLSFELL	WEST DUNDEE
03-27-352-022	1141 MILLSFELL	WEST DUNDEE
03-27-302-004	1144 ANGLE TARN	WEST DUNDEE
03-27-352-025	1144 MILLSFELL	WEST DUNDEE
03-27-352-002	1145 FOX PATH	WEST DUNDEE
03-27-304-017	1146 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-025	1146 FOX PATH	WEST DUNDEE
03-27-304-005	1147 ANGLE TARN	WEST DUNDEE
03-27-305-006	1149 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-021	1153 MILLSFELL	WEST DUNDEE
03-27-352-001	1157 FOX PATH	WEST DUNDEE
03-27-304-026	1158 FOX PATH	WEST DUNDEE
03-27-352-020	1163 FOX PATH	WEST DUNDEE
03-27-304-004	1165 ANGLE TARN	WEST DUNDEE
03-27-302-003	1166 ANGLE TARN	WEST DUNDEE
03-27-304-027	1166 FOX PATH	WEST DUNDEE
03-27-352-019	1171 FOX PATH	WEST DUNDEE
03-27-304-038	1204 SUMMERWOOD	WEST DUNDEE
03-27-305-007	1205 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-003	1207 ANGLE TARN	WEST DUNDEE
03-27-304-037	1207 SUMMERWOOD	WEST DUNDEE
03-27-304-002	1215 ANGLE TARN	WEST DUNDEE
03-27-304-036	1225 SUMMERWOOD	WEST DUNDEE
03-27-304-001	1227 ANGLE TARN	WEST DUNDEE
03-27-304-039	1228 SUMMERWOOD	WEST DUNDEE
03-27-351-010	1230 FAWN HOLLOW	WEST DUNDEE
03-27-351-014	1231 FAWN HOLLOW	WEST DUNDEE
03-27-304-035	1233 SUMMERWOOD	WEST DUNDEE
03-27-304-040	1236 SUMMERWOOD	WEST DUNDEE
03-27-351-011	1242 FAWN HOLLOW	WEST DUNDEE
03-27-351-013	1243 FAWN HOLLOW	WEST DUNDEE
03-27-352-007	1246 FAIRHILLS DRIVE	WEST DUNDEE
03-27-353-001	1253 FAIRHILLS DRIVE	WEST DUNDEE
03-27-351-012	1254 FAWN HOLLOW	WEST DUNDEE
03-27-353-002	1271 FAIRHILLS DRIVE	WEST DUNDEE
03-27-353-003	1303 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-034	1305 ANGLE TARN	WEST DUNDEE
03-27-304-033	1311 ANGLE TARN	WEST DUNDEE
03-27-352-008	1318 FAIRHILLS DRIVE	WEST DUNDEE
03-27-353-004	1321 FAIRHILLS DRIVE	WEST DUNDEE

03-27-304-032	1323 ANGLE TARN	WEST DUNDEE
03-27-304-031	1337 ANGLE TARN	WEST DUNDEE
03-27-304-030	1341 ANGLE TARN	WEST DUNDEE
03-27-352-009	1342 FAIRHILLS DRIVE	WEST DUNDEE
03-27-351-002	1344 ANGLE TARN	WEST DUNDEE
03-27-353-005	1347 FAIRHILLS DRIVE	WEST DUNDEE
03-27-304-029	1355 ANGLE TARN	WEST DUNDEE
03-27-351-003	1358 ANGLE TARN	WEST DUNDEE
03-27-351-004	1366 ANGLE TARN	WEST DUNDEE
03-27-304-028	1367 ANGLE TARN	WEST DUNDEE
03-27-351-005	1372 ANGLE TARN	WEST DUNDEE
03-27-352-010	1374 FAIRHILLS DRIVE	WEST DUNDEE
03-27-353-006	1385 FAIRHILLS DRIVE	WEST DUNDEE
03-27-353-007	1401 FAIRHILLS DRIVE	WEST DUNDEE
03-27-351-009	1402 SPRING LEAF	WEST DUNDEE
03-27-352-018	1403 ANGLE TARN	WEST DUNDEE
03-27-351-006	1410 ANGLE TARN	WEST DUNDEE
03-27-351-023	1411 SPRING LEAF	WEST DUNDEE
03-27-351-007	1422 ANGLE TARN	WEST DUNDEE
03-27-351-022	1425 SPRING LEAF	WEST DUNDEE
03-27-352-017	1427 ANGLE TARN	WEST DUNDEE
03-27-353-008	1431 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-016	1433 ANGLE TARN	WEST DUNDEE
03-27-351-021	1437 SPRING LEAF	WEST DUNDEE
03-27-351-008	1438 ANGLE TARN	WEST DUNDEE
03-27-351-015	1438 SPRING LEAF	WEST DUNDEE
03-27-351-020	1441 SPRING LEAF	WEST DUNDEE
03-27-351-016	1444 SPRING LEAF	WEST DUNDEE
03-27-351-017	1450 SPRING LEAF	WEST DUNDEE
03-27-351-019	1453 SPRING LEAF	WEST DUNDEE
03-27-351-024	1454 ANGLE TARN	WEST DUNDEE
03-27-352-015	1455 ANGLE TARN	WEST DUNDEE
03-27-353-009	1457 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-011	1460 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-014	1461 ANGLE TARN	WEST DUNDEE
03-27-351-025	1462 ANGLE TARN	WEST DUNDEE
03-27-351-018	1467 SPRING LEAF	WEST DUNDEE
03-27-352-012	1480 FAIRHILLS DRIVE	WEST DUNDEE
03-27-352-013	1498 FAIRHILLS DRIVE	WEST DUNDEE

122 Homes