



08040974

**DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND
EASEMENTS
FOR
THE WEXFORD
NEIGHBORHOOD
ASSOCIATION**

(FOR RECORDER'S USE ONLY)

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**PLEASE MAIL TO:
VILLAGE OF PALATINE
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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE WEXFORD NEIGHBORHOOD ASSOCIATION**

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This Declaration is made on July 15, 1998, by The Wexford Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., an Illinois corporation, its sole general partner ("Declarant").

RECITALS

A. Declarant is the owner in fee simple of a certain parcel of real estate in Cook County, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof ("Property").

B. Declarant and Developer, as hereinafter defined desire to develop a single family residential development on the Property, known as Wexford ("Development").

C. Declarant is desirous of submitting the Property, in whole, to the provisions of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as the "Declaration") hereinafter set forth.

ARTICLE I DECLARATION PURPOSES

Section 1. General Purposes. The Declarant is or will be the owner of the Property located in Palatine and Rolling Meadows, Cook County, Illinois, and desires to create thereon a free-standing single-family residential development for future owners of lots and residences to be created upon the Property.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants, conditions, restrictions and easements, as hereinafter set forth, for the benefit of the Property and the Owners, as hereinafter defined, thereof.

(b) The Declarant, by the imposition of covenants, conditions, restrictions and easements and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential community ("Wexford").

(c) The Declarant desires to protect the Owners of the Lots, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property.

(d) The Declarant desires to provide for maintenance, repair and replacement of monuments and landscaping at the entryway to the Development and the maintenance and management of the Community Area, as hereinafter defined in accordance with the Wetland Management and Maintenance Plan.

Section 2. Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitude upon each Lot becoming subject to this Declaration in favor of each and all other such Lots; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration, and the respective Owners of such Lots, present and future.

ARTICLE II **DEFINITIONS**

Section 1. The following words and terms, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Wexford Neighborhood Association, an Illinois not-for-profit corporation, and its successors and assigns.

(b) "Board" shall mean and refer to the Board of Directors of the Association as constituted from time to time.

(c) "By-Laws" shall mean the By-Laws of the Association, as amended from time to time, which are attached hereto as Exhibit B and made a part hereof.

(d) "City" shall mean the City of Rolling Meadows, Cook County, Illinois.

(e) "Community Area" shall mean all real property, which is legally described in Exhibit "C" attached hereto and made a part hereof, owned, to be owned or maintained by the Association for the common use and enjoyment of all members of the Association and such uses thereto by

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way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners.

(f) "Declarant" shall mean and refer to The Wexford Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., an Illinois corporation, its sole general partner, and its successors and assigns, whether such succession of assignment applies to all or any part of the Property. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or a portion of the rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes.

(g) "Developer" shall mean Kimball Hill, Inc., an Illinois corporation, and its successors and assigns.

(h) "Dwelling Unit" or "Unit" shall mean a single-family residence located on a Lot and intended for the shelter and housing of a Single Family, as hereinafter defined. Dwelling shall include any Structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment. Developer intends that each Lot which is made subject to this Declaration as part of the Premises shall be improved with a building consisting of one free standing residential unit.

(i) "Dwelling Unit Exterior" shall mean the roof, foundation, steps, footings, crawl space, outer surfaces of exterior walls of the residence which is part of the Dwelling Unit, and all portions of the Dwelling Unit which are not improved with such residence, including, without limitation, the driveways, walkways, patios, landscaped areas and fences.

(j) "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established by Declarant pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.

(k) "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

(l) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of Developer or of Declarant as contract seller of any Lot.

(n) "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made part hereof.

(o) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

(p) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

(q) "Subdivision Plat" shall mean the Wexford Planned Unit Development as recorded or may be recorded at the Office of the Recorder of Deeds of Cook County, Illinois and includes one or more phases or units thereof.

(r) "Village" shall mean the Village of Palatine, Cook County, Illinois.

ARTICLE III

GENERAL RESTRICTIONS

Section 1. Land Use - Single-Family Residential. All Lots, shall be used only for free-standing single-family residences. Each Dwelling shall be used for private residential purposes only; provided, that no Owner shall be precluded from (i) maintaining his personal professional library therein, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

Section 2. Standards for Construction. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village and City.

Section 3. Nuisances. No noxious or offensive activity or trade shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, excepting a temporary sales office.

Section 4. Temporary Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Structure shall, except as otherwise herein provided, be located upon the Lots.

Section 5. Lot Appearance. Each Lot shall be properly maintained and landscaped in such a way as to enhance the appearance of the Lot and the surrounding Lots and shall be neat in appearance and in good order. No person shall accumulate on a Lot junked vehicles, litter, refuse

or other unsightly materials. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon.

Section 6. Maintenance. Each Owner shall cause his Dwelling to be maintained so that the appearance of the Dwelling and the Dwelling Exterior is substantially similar to its appearance when first constructed, ordinary unavoidable wear and tear excepted.

Section 7. Vehicle Repair. The repair or body work on any motorized vehicle shall not be permitted except within the confines of the garage. Such repair or body work shall be on an occasional basis, during reasonable hours, and shall be on an Owner's vehicle only.

Section 8. Construction Equipment and Parking. Following the construction of a Dwelling Unit and sale of the Lot by the Developer, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of each Lot. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Lot, or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

Section 9. Other Prohibited Matters. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot and no Lot shall be used for the keeping of any bees, fowl or livestock, such as but not limited to sheep, cattle and pigs of any type or breed. The breeding or keeping of dogs or cats or other animals for sale or profit is expressly prohibited. The operation of a "ham" radio station shall not be allowed. No communications discs over 18 inches shall be permitted on any Lot.

Section 10. Detention Areas and Storm Drainage Service. Each Owner shall maintain any drainage areas, Dwelling Unit storm drainage services and appurtenances located upon the Owner's Lot.

Section 11. Use During Construction and Sale Period. During the period of construction of the Dwelling Units on the Property by the Declarant, the Developer and Declarant, contractors and subcontractors and their respective agents and employees, shall without charge, cost or rent be entitled to access, ingress and egress to said Dwelling Units and Property as may be required in connection with said construction.

During the period in which sales of the Dwelling Units are conducted by the Declarant or Developer and for a reasonable time after conveyance by Declarant or Developer of the last Unit, the Declarant or Developer may occupy or grant permission to any person or entity to occupy, with or without rental, one or more Units for business or promotional purposes, including all business activities of Declarant or Developer regardless of any connections with the herein described real estate, including promotional activities, sales offices, model Units for display and the like and may maintain customary signs in connection therewith; provided, that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner.

ARTICLE IV
INSURANCE/REBUILDING

Section 1. Insurance. Each Owner of a Dwelling Unit shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Dwelling for not less than the full insurable replacement cost thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate.

Section 2. Rebuilding of Damaged Dwelling. In the event of damage to or destruction of any Dwelling Unit by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the Dwelling Unit in a workmanlike manner with material comparable to those used in the original structure and, in all respects, in conformity with then applicable laws or ordinances. The Dwelling Exterior when rebuilt, shall be substantially similar to, and its architectural design shall be in substantial conformity with the original plans and specifications for the Dwelling Exterior. The Owner shall not be relieved of his obligation to repair or rebuild his Dwelling Unit under these sections by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

ARTICLE V
WEXFORD NEIGHBORHOOD ASSOCIATION

Section 1. Creation and Purposes. The Developer shall form an Illinois not-for-profit corporation to be known as the Wexford Neighborhood Association which shall provide for maintenance and operation of the Community Area and in general to maintain and promote the desired character of the Property.

Section 2. Board of Directors and Officers. The Association shall have a Board of not less than 5 directors who shall be elected by the Members of the Association at such intervals as the By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the By-Laws and that the first Board and subsequent Boards (until Developer has turned over control of the Association to the Members, as provided in Section 3 of this Article VI) shall be appointed by the Developer and shall be 3 in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Articles of Incorporation or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and 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 By-Laws of the Association shall include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. The directors and officers of the Association

shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability arising out of contracts made by such directors or officers on behalf of the Owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this 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 such Owner's proportionate share of the total liability.

Section 3. Turnover Date. The Developer shall through the Board appointed by it in accordance with Section 2 of this Article, exercise control over all Association matters, until the first to occur of (a) 3 years from the date of this Declaration, (b) the individual sale and conveyance of legal or equitable title to 75% of the Lots to Owners other than Declarant, or (c) Developer elects to voluntarily turn over to the Members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members shall be hereinafter referred to as the "Turnover Date". On or before the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, any Community Area to be owned by the Association hereunder and the Association shall undertake to maintain pursuant to the terms hereof the Community Area owned by the Association.

Section 4. Membership and Voting.

(a) Every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to 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 its successors in interest, if any, owns one or more Lots.

(b) From and after the time that the Developer has relinquished its authority to appoint the directors as hereinabove provided, each Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

Section 5. Powers and Duties of the Association. The Association, through the Board, shall have the following powers and duties:

(a) Own, maintain and otherwise manage the Community Area, including all facilities, all detention areas located in the Community Area, improvements and landscaping thereon and all other property acquired by the Association or which the Association agrees to maintain, to maintain the landscaping located within center islands located in the cul-de-sacs and parkways of roads in the Development and various easement areas, to maintain, repair and replace the entryway monuments, if any, and the landscaping located in the entryway areas on the Development area, and to pay utility expenses for the entryway features, if any.

(b) Own, maintain and otherwise manage the wetlands ("Wetlands Area") portion of the Community Area in accordance with the following Wetland Management Plan:

(i) Observe and carry out the terms and provisions of the Wexford Development Deed Restriction/Covenant that has been or will be recorded as to the wetlands portion of the Community Area and is marked "Exhibit D" attached hereto and made a part hereof.

(ii) Manage all weedy, invasive species of vegetation located in the Wetlands Area through a prescribed burning of the area on a periodic basis on a two- or three-year basis.

(iii) Discourage activity of individuals in the Wetlands Area that would be inconsistent with the Deed Restriction/Covenant.

(iv) Remove rubbish from the Wetlands Area on a regular basis.

(c) In the event the Association fails to fulfill such responsibilities, the Village and City may, but shall not be obligated to do so, and the costs thereof, including reasonable attorneys fees may be recorded as a lien on the title to all Lots, which may be foreclosed by court action initiated by the Village and City and in addition, the Village and City may bring an action at law against the Owner or Owners of record of such Lots.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or one appointed as a manager or managing agent shall provide for the right of the Association to terminate the contract for cause by the Association on 30 days written notice and without cause or payment of a termination fee by either party on 90 days written notice.

(e) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(f) Provide for maintenance, landscaping, grass mowing and repairs as set forth above in the Community Area, entryways and the cul-de-sacs.

(g) At its option, mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of

the Board to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant.

(h) Make such improvements to the Association property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of 2/3 of the Members of the Association acting in accordance with By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or By-Laws.

Section 6. Maintenance Assessments.

(a) Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot, the sum of \$50, \$25 of which shall be allocated as a "Contingency and Replacement Reserve" for the Association to be utilized for repair and replacement of capital improvements made or to be made on the Community Area, and \$25 of which shall be allocated to the "Working Capital Fund" for the Association to be utilized for the Association's working capital needs from time to time plus the prorata amount of the Annual Assessment due for the portion of such year following the closing, which assessment amount shall be determined by the Board.

After the Turnover Date, the Developer shall assign to the Association all proceeds of the Contingency and Replacement Reserve to be applied by the Association for the purposes set forth in the preceding paragraph. The Declarant and Developer shall have no right to utilize any of funds received from an initial purchaser prior to the Turnover Date. However, all of the above collected funds, except the Contingency and Replacement Reserve, may be used for, but not limited to, maintenance and landscaping as described in Section 5(a) above and the insurance expenses described in Section 8 of this Article.

(b) Each Owner, by acceptance of a deed or other conveyance from the Declarant, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided in this Declaration, together with By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the foregoing, Declarant shall be obligated to pay its share of assessments only for purposes of the maintenance, repair, upkeep and insurance of the

Community Area and for no other purpose. The portion of the assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Declarant.

(c) The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Community Area. Such uses shall include, but are not limited to, the cost of the Association of all taxes, snow removal, insurance, repair, replacement and maintenance and other charges required by the Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified herein.

(d) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Community Area, including the necessary fixtures and personal property related thereto, if any.

(e) Both annual and special assessments must be fixed at a uniform amount for all Lots. Annual assessments shall be collected, in advance, on a yearly basis.

(f) The annual assessments provided for herein shall commence for all Lots then subject to assessment hereunder on the first day of the month following the initial closing of the sale of a Lot to a purchaser for value. The Board shall fix the amount of the annual assessment of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Any Lot conveyed by Declarant to a third-party purchaser after the commencement of the obligation to pay assessments shall be payable as follows: The Owner shall pay to Declarant (for delivery to the Association) the pro rata amount of the annual assessment due for the portion of such year following the closing. The Association shall upon demand at any time furnish a certificate in writing signed by an Officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest for the date of delinquency at the rate allowed by law or 18%, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Owner, by such Owner's

acceptance of a deed to a Lot, hereby expressly vest in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. In addition, if any Owner shall default in the payment when same shall be due, of the aforesaid charges or assessments and default shall continue for 30 days after notice to the Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot and the Dwelling from the defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Compiled Statutes, as amended from time to time.

(h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording to such deed.

(i) The Association shall be obligated to pay and discharge all general and special real estate tax assessments levied by any public authority with respect to the Community Area applicable for the period commencing with earlier of the conveyance of the Community Area to the Association or the Turnover Date.

(j) The regular yearly assessment shall be determined by the affirmative vote of the majority of the members serving on the Board.

Section 7. All Owners, by acceptance of a deed to a Lot, covenant and agree that in the event the Association shall be dissolved, all restrictions and obligations created herein shall remain in full force and effect.

Section 8. Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Section 6 of this Article. The Association shall be further responsible for maintaining such policies of insurance for the Community Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the

Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. Upon request, the Board shall furnish unto the Village and City copies of certificates of insurance or other adequate evidence of such insurance as the Association is required or authorized to maintain by the provisions hereof.

Section 9. Interim Procedure.

(a) Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee) the Developer shall, with respect to each such unsold Lot, have all of the rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the initial meeting of the Members, the Developer may appoint the Board (as more fully provided in Section 3 of this Article) which shall have the same powers and authority as given to the Board generally.

(c) Until the Turnover Date, Developer shall have the obligation to maintain the Community Area, but shall be only responsible for payment of its proportionate share of all expenses and costs in connection with the Community Area, including, without limitation, the costs of maintaining the Community Area (and any signs or monuments located thereon) and real property taxes payable in connection with the Community Area. The Association shall reimburse Developer for its maintenance expenditures, if Developer's costs of maintaining the Community Area before Turnover exceed its proportionate share. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis for such real property taxes. Declarant shall, not later than the Turnover Date, convey that portion of the Community Area not dedicated to the Village and City, if any to the Association.

(d) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Community Area and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Development.

ARTICLE VI **VILLAGE OF PALATINE AND CITY OF ROLLING MEADOWS RIGHTS**

Section 1. EASEMENTS. The Village of Palatine and City of Rolling Meadows are hereby granted the right and easement of access over, across and through the Property for any

purposes reasonably related to the proper exercise of the rights and powers of the Village of Palatine and City of Rolling Meadows, including without limitation, the right and easement to come upon the Property to install, lay, construct, renew, operate, maintain, repair and replace lines, pipes, pumps and other equipment (including housings for such equipment) into, over, under, along and through the Property (including the Community Area and Lots) for the purpose of providing water, storm sewer and sanitary sewer services and storm water detention areas, if any, to the Property or any part or parts thereto and to adjacent property and for the purpose of maintaining the Community Area, as more fully described in Section 2 of this Article.

Section 2. MAINTENANCE. The Association shall maintain the Community Area in compliance with all applicable laws and ordinances of the Village and City and all governmental bodies having jurisdiction over the Property, as such laws and ordinances may be amended and enforced from time to time and pursuant to requirements under this Declaration.

If the Association fails to maintain any Community Area, the Village and City shall have the right (but shall not be obligated) to give notice to the Association of its failure to perform its obligations under this Section. If such notice is given and the Association does not perform to the satisfaction of the Village and City within 30 days after the giving of such notice, then the Village and City may (but shall not be obligated to) enter the Community Area and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Village and City. The Village and City shall be entitled to recover its reasonable attorneys fees and court costs incurred by the Village or the City in connection with enforcing the terms and conditions of the Declaration. The Unit Owner of the Association, as the case may be shall, upon demand, reimburse the Village and City for the reasonable cost of such work, including reasonable attorneys fees and if payment is not made within 30 days after demand, then, with respect to each Unit Ownership, the amount due shall become a lien on the Unit Ownership. If the payment is not paid within said 30 days after the due date, the amount due shall bear interest from the date of delinquency at the rate allowed by law or 18%, whichever or less. Each such lien shall be subordinate to the lien of the First Mortgage on the Unit Ownership, but shall be superior to the Association's assessment lien with respect to the Unit Ownership for assessments which become due after the date on which the Village and City's lien attaches to the Unit Ownership. At the request of the Village and City the Association shall levy a special assessment for the payment of any such amounts which become due to the Village and City and the Village and City shall have the right to seek an injunction causing the Association to make such a special assessment or, in the alternative, to record an appropriate notice of lien against all of the Unit Ownerships and to foreclose any such lien as provided for or permitted under applicable law.

ARTICLE VII

DEVELOPER'S RESERVED RIGHTS

Section 1. In General. In the event of conflict between any rights or powers reserved of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this

Article shall govern. Except as otherwise provided in this Article, Declarant's rights under this Article shall terminate at such time as the Declarant is not longer vested with or controls title to a portion of the Property.

Section 2. Promotion Efforts. Declarant shall have the right, in its discretion, to maintain on the Property model Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Units, all without the payment of any fee or charge whatsoever. The Declarant shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Wexford Neighborhood Area and this Declaration in order to exercise the rights reserved under this section and Section 3 below. The Declarant shall have the right and power to sell or lease a Unit to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

Section 3. Construction. Declarant, its agents and contractors shall have the right to come upon the Property for the purpose of making alterations or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

Section 4. Control of Board. Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, title, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration or the By-Laws shall be held and performed by the Declarant. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of 3 individuals designated by the Declarant from time to time. If the initial Board of Directors is not elected by the Owners at the time so established, the Declarant or Directors designated by the Declarant shall continue in office for a period of 30 days whereupon written notice of resignation shall be sent to all Unit Owners entitled to vote at such election. Prior to the Turnover Date, the Developer may appoint from among the Owners 3 non-voting counselors to the Board, who shall serve at the pleasure of the Developer.

ARTICLE VIII

EASEMENTS AND PROPERTY RIGHTS IN THE COMMUNITY AREA

Section 1. Easements of Use and Enjoyment. An easement is hereby declared and created over and upon the Community Area for the benefit of the entire Property, and every Member shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Community Area, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Limitations on Easements. The foregoing easements shall be subject to the following:

(a) The right of the Association in accordance with its By-Laws to adopt rules and regulations governing the use, operation and maintenance of the Community Area.

(b) The right of the Association to suspend the use of the recreational facilities by any Member for the period during which any assessment against his Lot remains unpaid and for a reasonable period for any infraction of its published rules and regulations.

(c) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Community Area and facilities located thereon and in aid thereof to mortgage the Community Area provided that the rights of any such mortgagee in and to the Community Area and facilities located thereon shall, in the event of default, be limited to a right after taking possession of such properties, to charge admission and other fees for the use of any recreational facilities hereon as a condition to continued use and enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(d) The rights of the Association to dedicate or transfer all or any part of the Community Area or any utility system thereon, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Owners of two-thirds (2/3) of the Lots has been recorded, and provided further that, as long as the Developer has the power to appoint any Director of the Association, such instrument must also be signed by the Declarant.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. 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 Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of 20 years, subject to amendment as hereinabove set forth.

Section 2. If and to the extent that any of the covenants or restrictions 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 21 years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of William Clinton, President of the United States and James Edgar, Governor of Illinois.

Section 3. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of the Illinois Compiled Statutes presently in force, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members of the Association called upon not less than 10 days notice, and unless at such meeting at least 2/3 of such Members shall vote against such rerecording, the Association shall have, and is hereby granted power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of the Owners and the rerecorded document executed and acknowledged by each of them.

Section 4. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 4 or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. Developer, Association and each Owner or Owners of any of the Property from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot in the Property and Structure which is and remains in violation of the covenants above set forth, or any of them, for a period of 30 days after actual receipt of written notice of such violation from Declarant or the Association by the Owner of such Lot, then Developer and Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove same and such action shall not be deemed a trespass. In no event shall the failure of Developer, Association or such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 6. Subject to the provisions of Section 7 of this Article, the record Owners in fee simple of the Lots in the Property may, by a 2/3 written vote of all Voting Members revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions

contained in this Declaration and may release from any part or all of such covenants all or any part of the real property subject thereto. Any such change or changes may be made effective at any time by the Developer, so long as Declarant owns any Lots in the Development, and the Owners of at least 2/3 of the Lots not owned by Declarant consent thereto. Any such change or changes may be made effective at any time by the Developer, so long as Declarant owns any Lots in the Development, and the Owners of at least 2/3 of the Lots not owned by Declarant consent thereto. Any amendment effecting the rights or obligations of the Village or the City hereunder must be approved in writing by the Village or the City. Any such changes shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 7. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) 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 Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or any in the future that may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering any Lot ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto.

In addition, a Special Amendment shall be also deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each mortgage, trust deed, other evidence or obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

Section 8. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 9. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such

Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

Section 10. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 11. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 12. At any time or times Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 13. Each Owner of a Lot shall file the correct mailing address of such Owner with the Board of the Association and shall notify Declarant promptly in writing of any subsequent change of address. The Board of the Association shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Board of the Association shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

Section 14. The singular shall include the plural wherever the Declaration so requires, and the masculine shall include the feminine and neuter and vice versa.

Section 15. In the event provisions in this Declaration and provisions of a Village and City Ordinance apply to a situation, then the more restrictive provision shall apply.


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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the date first set out above.

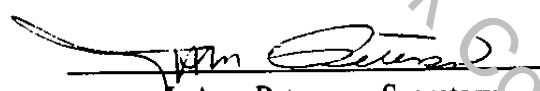
THE WEXFORD LIMITED PARTNERSHIP,
an Illinois limited partnership,

by **Kimball Hill, Inc.,** its sole general partner

BY


David K. Hill, Chairman of the
Board and Chief Executive Officer

ATTEST:


JoAnn Peterson, Secretary

Property of Cook County Clerk's Office

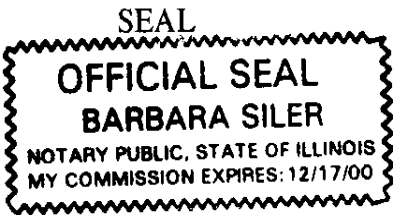
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STATE OF ILLINOIS)
) SS
) *McHenry*
COUNTY OF ~~COOK~~)

I, *Barbara Siler*, notary public in and for said county and state aforesaid, do hereby certify that David K. Hill, Chairman of the Board and Chief Executive Officer of Kimball Hill, Inc., and JoAnn Peterson, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman of the Board and Chief Executive Officer and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purpose therein set forth.

GIVEN under my hand and Notarial Seal this July 15, 1998.



Barbara Siler
Notary Public

My commission expires: 12/17/00

This instrument was prepared by and should be mailed after recording to:

John R. Nyweide
HILL & SIMPSON, P.C.
8500 Sears Tower
Chicago, Illinois 60606
(312) 876-0200
(312) 876-0898 (fax)

Address of Property: Unimproved property
Euclid Avenue and Quentin Road
Palatine and Rolling Meadows, Illinois

- PIN NO.:** 02-27-301-003
 02-27-301-004
 02-27-301-007
 02-27-400-003
 02-27-400-005
 02-27-400-006

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**EXHIBIT A
TO THE
DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE
WEXFORD NEIGHBORHOOD ASSOCIATION**

Legal description for the "Property" as defined in the Declaration:

Legal description after recordation of Plats of Subdivision:

LOTS 1 TO 65, INCLUSIVE, AND LOTS A, B, AND C IN WEXFORD UNIT 1, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PALATINE)

LOTS 1 TO 31, INCLUSIVE, AND LOTS D, E, AND H IN WEXFORD UNIT 2, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (ROLLING MEADOWS)

LOTS 66 TO 79, INCLUSIVE, AND LOTS F AND G IN WEXFORD UNIT 3, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (PALATINE)

EXHIBIT B
TO
THE DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE WEXFORD NEIGHBORHOOD ASSOCIATION

BY-LAWS OF
THE WEXFORD NEIGHBORHOOD ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME OF CORPORATION

The name of this corporation is the Wexford Neighborhood Association.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES. The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the Members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit B to the Declaration of Covenants, Conditions, Restrictions and Easements for the Wexford Neighborhood Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS. The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

2.03 PERSONAL APPLICATION. All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Unit or the mere act of occupancy of a Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

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ARTICLE III OFFICES

3.01 REGISTERED OFFICE. The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02. PRINCIPAL OFFICE. The Association's principal office shall be maintained on the Development or at the office of a managing agent engaged by the Association.

ARTICLE IV MEETINGS OF MEMBERS

4.01 VOTING RIGHTS. The Association shall have one class of membership. There shall be one individual with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Unit is one individual, then such individual shall be the Voting Member. If the Record Ownership of a Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or by a majority of Owners in writing to the Board. If in the case of multiple individual Owners no designation is given and only one of the multiple Owners is present at a meeting of the Owners, then he is entitled to cast all the votes allocated to that Unit. If in the case of multiple individual Owners no designation is given and more than one of the multiple Owners are present at a meeting, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners, provided that the Board shall consider a majority agreement if any one of the multiple Owners casts the votes allotted to the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed and dated in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, each Voting Member shall have one vote.

4.02 PLACE OF MEETING; QUORUM. Meetings of the Owners shall be held on the Property or at such other place in the County in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding 20% of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a

quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (c) purchase or sale of land or of Units on behalf of all Owners.

4.03 ANNUAL MEETINGS. The initial meeting of the Owners shall be held upon not less than 21 nor more than 30 days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held on or before the Turnover Date. Thereafter there shall be an annual meeting of the Owners within 30 days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

4.04 SPECIAL MEETINGS. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least 20% of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS. Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Property, giving Owners not less than 10 nor more than 30 days notice of the time, place, and purpose of the meeting.

ARTICLE V
BOARD OF DIRECTORS

5.01 IN GENERAL. The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which (after the Turnover Date) shall consist of 5 persons or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members ("Directors"). The Board shall have all of the powers granted to it under the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 DEVELOPER DESIGNATED BOARDS. Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date the Board shall consist of 3 individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

5.03 BOARDS AFTER TURNOVER DATE. At the first meeting of the Owners (which shall be held no later than the Turnover Date) the Voting Members shall elect the initial Board in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. The Declarant shall give at least 21 days notice of the first meeting of the Owners to elect the initial Board and shall provide to any Owner within 10 working days of a

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written request from the Owner, the names, addresses and telephone numbers (if available) of each Owner entitled to vote at such meeting. Any Owner shall be provided with this same information within 10 working days of the request, with respect to each subsequent meeting to elect members of the Board. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within 60 days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board:

(a) All original documents as recorded or filed pertaining to the Property, its administration and the Association, such as the Declaration, the By-Laws, Articles of Incorporation, other Association instruments, annual reports, minutes and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Declarant, or an officer or agent of the Declarant, as being a complete copy of the actual document as recorded or filed.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant designated Boards and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding.

(c) All Association funds and bank accounts.

(d) A schedule of all real or personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association, warranties, if any, for all real or personal property and equipment, deeds, title insurance policies and all tax bills.

(e) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Owners and the Association, originals of all documents relating to everything listed in this subparagraph.

5.04 ELECTION. At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. The three Directors receiving the highest number of votes shall serve a term of two years and the two other Directors shall serve a term of one year. Thereafter each Director shall serve a term of two years. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Unit shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with

respect to the number of offices to be filled shall be deemed to be elected. If there are multiple Owners of a Unit, only one of the Owners shall be eligible to serve as a member of the Board at any one time.

5.05 ANNUAL MEETINGS. The Board shall hold an annual meeting within 10 days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.06 REGULAR MEETINGS. Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that from and after the Turnover Date, not less than four such meetings shall be held during each fiscal year.

5.07 SPECIAL MEETINGS. Special meetings of the Board may be called by the President or by at least one-third ($\frac{1}{3}$) of the Directors then serving.

5.08 NOTICE OF BOARD MEETINGS. Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least 48 hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Paragraph 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

5.09 OPEN MEETINGS. Each meeting of the Board shall be open to any Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of the Assessment attributable to expenses of the Association. Any vote taken on any of the matters set forth in subparagraphs (i), (ii) or (iii) above shall be taken at a meeting or portion thereof open to any Owner. Notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Property at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. Any Owner may record the proceedings at a meeting required to be open by tape, film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

5.10 QUORUM. A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the

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Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES. No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR. Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation.

A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a two-thirds (2/3) majority of the remaining Directors to serve until the next meeting of the Owners or for a period terminating no later than 30 days following the filing of a petition signed by the Owners holding 20% of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. Such meeting of the Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by the Owners holding 20% of the votes of the Association requesting such a meeting.

5.13 POWERS AND DUTIES OF THE BOARD. The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) To procure insurance as provided for in the Declaration;
- (b) To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;
- (c) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(d) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Property and entryway features for which the Association is responsible under the Declaration, these By-Laws and the Wetland Management and Maintenance Plan, including but not limited to the power to enter into and carry out an agreement with any homeowner and to carry out powers and duties of the Board of Directors in such a manner that would be economical to the Association and its members;

(e) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(f) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(g) To pay expenses related to maintaining and repairing the Community Property and entryway features;

(h) To adopt rules and regulations as provided in the Declaration;

(i) To delegate the exercise of its power to committees appointed pursuant to Paragraph 7.01 of these By-Laws;

(j) To own, convey, encumber, lease, or otherwise deal with Units or other real property conveyed to or purchased by the Association;

(k) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(l) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property;

(m) To impose charges for late payments of an Owner's proportionate share of the Association's expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

(n) To assign the Association's right to future income, including the right to receive assessments;

(o) To record the dedication of a portion of the Community Property to a public body for use as, or in connection with, a street or utility where authorized by the Owners; and

(p) To record the granting of an easement for the laying and installation of cable television cable where authorized by the Unit Owners.

(q) To provide for the maintenance of the Wetlands Area in the Community Area and in accordance with the terms of the Declaration and the Wexford Development Deed Restriction/Covenant attached as Exhibit D.

ARTICLE VI
OFFICERS

6.01 OFFICERS. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Vice President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 VACANCY OF OFFICE. Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS. The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Declaration or these By-Laws; and

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books

of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting officers.

ARTICLE VII
COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL COMMITTEES. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 TERM. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN. One member of each committee shall be appointed chairman.

7.05 VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 QUORUM. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES. Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 PAYMENTS. All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 BANK ACCOUNTS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 FISCAL YEAR. The fiscal year of the Association shall be determined by the Board and may be changed from time to time, as the Board deems advisable.

9.02 ANNUAL STATEMENT. Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Association's expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE. Annual assessments and special assessments shall be made and collected as provided in Article V of the Declaration, and the provisions of Article V are incorporated herein by reference.

If an adopted budget requires assessment against the Owners in any fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Owners with 20% of the votes of the Association filed within 14 days of the Board action, shall call a meeting of the Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

9.04 NO FORBEARANCE ON ASSESSMENT PAYMENT. Neither the Association nor the Board shall have authority to forbear the payment of assessments by any Owner.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Illinois".

ARTICLE XII
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Article IX of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration.

These By-Laws may also be amended by the Developer for the purposes and by the procedure set forth in Section 7 and Article IX of the Declaration. No amendment to these By-Laws shall become effective until Recorded.

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**EXHIBIT C
TO THE
DECLARATION
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE
WEXFORD NEIGHBORHOOD ASSOCIATION**

Legal description for the "Community Area", as defined in the Declaration:

LOTS A, B, AND C IN WEXFORD UNIT 1, BEING A SUBDIVISION IN THE SOUTH $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

LOTS D, E AND H IN WEXFORD UNIT 2, BEING A SUBDIVISION IN THE SOUTH $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS F AND G IN WEXFORD UNIT 3, BEING A SUBDIVISION IN THE SOUTH $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Lot A shall be used only as a wetland, flood plain and open space in perpetuity and the wetland shall be maintained and managed by the Association in accordance with the Wetland Management and Maintenance Plan.

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**EXHIBIT D
TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE WEXFORD NEIGHBORHOOD ASSOCIATION**

**WEXFORD DEVELOPMENT
DEED RESTRICTION/COVENANT**

**[NOTE: THIS DEED RESTRICTION/COVENANT IS SUBJECT
TO APPROVAL BY THE U.S. ARMY CORPS OF ENGINEERS
AND MAY BE MODIFIED.]**

WHEREAS, the Wexford Limited Partnership, an Illinois limited partnership, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property", which property is described as follows:

THE AREA DESIGNATED "WETLANDS" IN LOT A IN WEXFORD UNIT 1, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Restricted Property is a wetland under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit, number 199800190, to place fill in wetlands other than that property called restricted property, hereinafter called "other wetlands", in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 199800190 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in other wetlands in accordance with the terms and conditions of Corps of Engineers permit number 199800190, and; that in consideration for the Grantor to place fill in other wetlands, the Grantor will mitigate the adverse environmental effects resulting from the placement of fill material in other wetlands by purchasing mitigation in an offsite wetlands bank which when completed will be what is described as the Restricted Property and dedicating the realty described as Restricted Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in other wetlands would not have been granted but for the dedication of the Restricted Property for environmental mitigation, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a certified copy of this document, as recorded in the office of the County Recorder for Cook County, Illinois; and the Grantor specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above, enters into the following covenants and deed restrictions on behalf of itself, its successors and assigns:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right.
2. Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or its successors or assigns, is complying with the covenants and deed restrictions herein.
3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 199800190.
4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Restricted Property.
5. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 199800190 and the associated special conditions.
6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 199800190.

7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of insecticides or herbicides except as specified by U.S. Army Corps of Engineers permit number 199800190.

8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock.

9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property.

10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers.

11. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of its legal and/or equitable interest in Restricted Property, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor and its successors and assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or incumbrance of Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or incumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Chairman of the Board and Chief Executive Officer, and attested by its Secretary, this April 15, 1998.

The Wexford Limited Partnership, an Illinois limited partnership,
by Kimball Hill, Inc., an Illinois corporation, its sole general partner

IMPRESS
CORPORATE SEAL
HERE

BY *David K. Hill*
David K. Hill, Chairman of the Board and Chief Executive Officer

ATTEST: *JoAnn Peterson*
JoAnn Peterson, Secretary

State of Illinois)
 McHENRY) SS
County of ~~Cook~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David K. Hill, personally known to me to be the Chairman of the Board and Chief Executive Officer of the corporation, and Jo Ann Peterson, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Board and Chief Executive Officer and Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this April 15, 1998.



Barbara Siler
Notary Public

My commission expires: *12/17/00*