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FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE COBBLER'S CROSSING MASTER ASSOCIATION

This Fifth Amendment to Declaration is made as of October 1, 1993 by Kimball Hill, Inc., an Illinois corporation, the Cobbler's Crossing Country Homes Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner, Cobbler's Crossing Fine Homes Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner, Coventry Homes of Cobbler's Crossing Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner, Cobbler's Crossing Lake Homes East Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner, Cobbler's Crossing Premier Limited Partnership, an Illinois limited partnership by Kimball Hill, Inc., its sole general partner and Cobbler's Crossing North Limited Partnership, an Illinois limited partnership, by Kimball Hill, Inc., its sole general partner (collectively sometimes referred to herein as the "Declarant").

RECITALS

A. By the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89185738 ("Declaration"), on April 26, 1989 certain real estate, was subjected to various easements, restrictions and covenants.

B. Subparagraph 7.02 (a) of Article VII provides that the Developer may amend the Declaration and its Exhibits at any time prior to the conveyance of all the Community Area.

C. Cobbler's Crossing North Limited Partnership is the legal title holder of a certain parcel in the Cook County, Illinois, the legal description of which is set forth in Exhibit A, attached hereto and made a part hereof and intends to improve or cause to improve the parcel described on Exhibit A with condominium buildings, which will be subject to a Plat of Subdivision known as Cobbler's Crossing Units 13 A and 13 B and also will be subject to the Declaration of Condominium Ownership for Country Homes North at Cobbler's Crossing.

D. Kimball Hill, Inc. is the legal title holder of a certain parcel in Cook County, Illinois, the legal description of which is set forth in Exhibit A, attached hereto and made a part hereof and intends to improve or cause to improve the parcel described in Exhibit A with single family dwellings, which is subject to a Plat of Subdivision known as Cobbler's Crossing Unit 14.

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E. Paragraph 6.07 of Article VI provides that Kimball Hill, Inc. and Cobbler's Crossing North Limited Partnership may subject the parcels described in Exhibit A to the terms of this Declaration and add such parcels to the Cobbler's Crossing Development Area. Kimball Hill, Inc. and Cobbler's Crossing North Limited Partnership desire to add such parcels, which are known as Lots 1 and 2 in Cobbler's Crossing 13A and Lots 1-33, inclusive and Outlots A, B and C in Cobbler's Crossing Unit 14 and which will be known as Lots 3 and 4 in Cobbler's Crossing Unit 13B.

F. Subparagraph 2.02(a) of Article II provides for representation of townhome or condominium members through delegates at the Country Homes, Lofts, Lake Homes or Lake Homes East areas in the Cobbler's Crossing Development Area and Subparagraph 2.05(a) of Article II provides that the Master Association Board shall be limited to 7 persons.

G. Paragraph 5.01 of Article V of the By-Laws of Cobbler's Crossing Master Association Exhibit E to the Declaration ("By-Laws") provides that the Board shall not be more than 7 persons and Paragraph 4.01 of Article IV of the By-Laws provides that members of the townhome and condominium associations in the Cobbler's Crossing Development Area shall be limited to the Country Homes, Lofts, Lake Homes, and Lake Homes East Areas of the Cobbler's Crossing Development Area.

H. Declarant desires to expand the Board of Directors to 8 members, which will include an Association Delegate from the Country Homes North at Cobbler's Crossing Condominium Association.

I. Declarant desires to modify and correct various provisions in the Declaration to clarify that a majority of the Directors serving constitute a quorum for transacting business at Paragraph 5.04 of the By-Laws.

J. Developer and Declarant desire to add Outlots A, B and C of the Cobbler's Crossing Unit 14 Subdivision, legally described in Exhibit B which is attached hereto and made a part hereof to the Community Area of the Cobbler's Crossing Master Association and to amend Exhibit F of the Declaration to add such property.

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

1. Cobbler's Crossing North Limited Partnership hereby declares that the real estate described in Exhibit A (Units 13A and 13B) and at Exhibit L, attached hereto and made a part of the Declaration shall be part of the Cobbler's Crossing Development Area and shall be transferred, held, sold, conveyed and accepted subject to the Declaration of Covenants, Conditions, Easements and Restrictions for the Cobbler's Crossing Master Association, as amended from time to time.

2. Kimball Hill, Inc. hereby declares that the real estate described in Exhibit A (Cobblers Crossing Unit 14) attached hereto and made a part hereof shall be part of the Cobbler's Crossing Development Area and shall be transferred, held, sold, conveyed and accepted subject to the Declaration of Covenants, Conditions, Easements and Restrictions for the Cobbler's Crossing Master Association, as amended from time to time.

3. The following are added to the columns at paragraph B of "RECITALS" of the Declaration:

OWNER	LEGAL DESCRIPTION AT EXHIBIT	TYPE OF ASSOCIATION	NAME OF ASSOCIATION
Cobbler's Crossing Lake Homes East Limited Partnership	K	Neighborhood	Lake Homes East at Cobbler's Crossing Neighborhood Association
Cobbler's Crossing North Limited Partnership	L	Condominium	Country Homes North at Cobbler's Crossing Condominium Association

4. A comma and the words ", or Country Homes North" shall be added after the words "Lake Homes East" in Subparagraph 2.02(a) of Article II.

5. The following paragraphs shall be added to Subparagraph 2.02(b) of Article II:

> Such Members shall elect two Association Delegates at the initial Members' meeting. The candidate receiving the highest number of votes shall serve a term of two years and the candidate receiving the second highest number of votes shall serve a term of one year. The candidate receiving the third highest number of votes shall serve as an alternate Association Delegate for a one year term and will serve if an Association Delegate is unable to serve his or her complete term. Thereafter, each Association Delegate shall serve a term of two years which shall be elected on an annual basis after the initial meeting. Each Association Delegate shall hold office until his or her term expires or until his or her successor shall have been elected and qualified. Association Delegates may succeed themselves in office. In all elections for Association Delegates, the Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Association Delegates to be elected multiplied by the number of votes to which such Member is entitled (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.

Whenever a vote of the Members of the Association is required, at such meeting, such vote shall be cast by the Voting Members or their proxies and each voting Member shall have one vote per Dwelling Unit represented by the Voting Member. Meetings of the Members shall be held on the Community Area or at such other place that is convenient to the Members as may be designated in any notice of a meeting. Voting Members holding 10% of the votes, represented in person or by proxy, shall constitute a quorum. A 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 election of Association Delegates. After the Turnover Date, there shall be an annual meeting of the Members not more than 14 days prior to the meeting of the Master Board of Directors at such time and on such date designated by the Master Board of Directors. The annual meetings of such Members shall be for the sole purpose of electing one Association Delegate who, after the initial meeting of the Members shall be elected for a term of two years and an Alternate Association Delegate, who will serve a one year term. Written notice of any Members' meeting shall be mailed or personally delivered and posted conspicuously on the Community Area, giving Members not less than 10 nor more than 30 days notice of the time, place and purpose of the meeting.

6. The number "7" in Subparagraph 2.05(a) of Article II shall be deleted and the number "8" shall be substituted in lieu thereof.

7. The following sentence shall be added to Paragraph 4.03(b) of Article IV:

In the event a Member's assessment is paid on an annual basis, then such further assessment shall become effective, due and payable on the first day of the month after the meeting held to approve such further assessment.

8. The word "or" and the period at the end of the last sentence of Paragraph 4.06 of Article III shall be deleted and a comma shall be added after the word "Lofts" and the following phrase shall be added after the words "Lake Homes Areas", ", Lake Homes East or Country Homes North."

9. The letter "F" in Paragraph 2.01 of Article II of the By-Laws shall be deleted and the "E" shall be substituted in lieu thereof.

10. A comma shall be added after the word "Lofts" in Paragraph 4.01 of Article IV of the By-Laws and the word "or" shall be deleted and the words ", Lake Homes East or Country Homes North" shall be added after the words "Lake Homes Areas".

11. The number "50%" in Paragraph 5.01 of Article V of the By-Laws shall be deleted and the number "62⅔%" shall be substituted in lieu thereof.

12. The number "7" shall be deleted in Paragraph 5.01 of Article V of the By-Laws and the number "8" shall be substituted in lieu thereof.

13. The words, "the following after" in the second sentence of Paragraph 5.03 of Article V of the By-Laws shall be deleted.

14. The words "35 percent of the votes, represented in person or by proxy," in the third sentence of Paragraph 5.04 of Article V of the By-Laws shall be deleted and the words "a majority of the Directors serving from time to time" shall be substituted in lieu thereof.

15. The following sentences shall be added after the second sentence of Paragraph 5.12 of Article V of the By-Laws:

> "If an Association Delegate, who is selected under Paragraph 2.02(b) of the Declaration is removed or resigns, then the alternate Association Delegate who has been selected pursuant to that paragraph shall serve in his or her place. If such alternate Association Delegate is unwilling or unable to serve, then the Master Association shall cause an election to take place to select an Association Delegate to serve in place of the removed or resigned Association Delegate and an alternate Association Delegate, which election process shall follow the election procedures outlined in Subparagraph 2.02(b) of Article II of the Declaration."

16. Outlots A, B and C in Cobbler's Crossing Unit 14 Subdivision, which are legally described in the attached Exhibit B, shall be added to Exhibit F of the Declaration.

Except as expressly set forth herein, the Declaration, as amended from time to time shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by and sealed by its respective officers thereunto duly authorized as of the day and year first above written.

Kimball Hill, Inc.

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Cobbler's Crossing Country Homes
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,
its sole general partner

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Cobbler's Crossing Fine Homes
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Coventry Homes of Cobbler's Crossing
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,
its sole general partner

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Cobbler's Crossing Lake Homes East
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,
its sole general partner

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Cobbler's Crossing Premier
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,
its sole general partner

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

Cobbler's Crossing North
Limited Partnership,
an Illinois limited partnership, by
Kimball Hill, Inc.,
its sole general partner

By: David K. Hill, Jr., President

ATTEST:

Barbara G. Cooley, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, John R. Nyweide, a Notary Public in and for Cook County, Illinois, do hereby certify that David K. Hill, Jr., as President of Kimball Hill, Inc. and Barbara G. Cooley, as Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the foregoing instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this October 1, 1993.

Notary Public
My commission expires 11/16/93

SEAL

"OFFICIAL SEAL"
John R. Nyweide
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires 11/16/93

MAIL TO

This instrument was prepared by and
MAIL TO AFTER RECORDING to:

John R. Nyweide,
HILL, STEADMAN & SIMPSON, P.C.
8500 Sears Tower
Chicago, IL 60606

(312) 876-0200

Address of property: Vacant land
Golf Road
Elgin, Illinois

93820659

EXHIBIT A
TO
FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS FOR THE COBBLER'S CROSSING MASTER ASSOCIATION

The following are legal descriptions of the additional property which will be developed with condominium and single family residences and added to the Cobbler's Crossing Development Area:

COBBLER'S CROSSING UNIT 13 A, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- and -

LOTS 1-33, INCLUSIVE AND OUTLOTS A, B AND C IN COBBLER'S CROSSING UNIT 14, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (Unit 14) PIN No. 06-07-202-007

- and -

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF COBBLER'S CROSSING UNIT 7, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1989 AS DOCUMENT NO. 89343561, SAID POINT OF COMMENCEMENT BEING ON THE WEST LINE OF TOASTMASTER DRIVE ACCORDING TO THE PLAT OF DEDICATION RECORDED NOVEMBER 16, 1990 AS DOCUMENT NO. 90562719; THENCE NORTH 86 DEGREES 12 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID COBBLER'S CROSSING UNIT 7, 900.87 FEET TO THE SOUTHEAST CORNER OF COBBLER'S CROSSING UNIT 10A, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1992 AS DOCUMENT NO. 92416861; THENCE NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF SAID COBBLER'S CROSSING UNIT 10A, 360.46 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID COBBLER'S CROSSING UNIT 10A, 505.80 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST, 955.24 FEET TO SAID WEST LINE OF TOASTMASTER DRIVE; THENCE SOUTH 03 DEGREES 38 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE OF TOASTMASTER DRIVE, 230.76 FEET TO A POINT ON SAID WEST LINE, 694.54 FEET NORTH OF SAID POINT OF COMMENCEMENT;

THENCE	NORTH 86	DEGREES	21	MINUTES	21	SECONDS	WEST, 210.57	FEET;
"	SOUTH 03	"	38	"	39	"	WEST, 79.74	" ;
"	NORTH 86	"	21	"	21	"	WEST, 87.32	" ;
"	SOUTH 03	"	38	"	39	"	WEST, 111.12	" ;
"	NORTH 86	"	21	"	21	"	WEST, 98.14	" ;
"	SOUTH 41	"	31	"	18	"	WEST, 304.00	" ;
"	NORTH 43	"	55	"	05	"	WEST, 108.83	"

TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 210.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE 51.21 FEET (THE CHORD OF SAID ARC BEARS NORTH 36 DEGREES 55 MINUTES 57 SECONDS WEST, 51.08 FEET); THENCE NORTH 89 DEGREES 50 MINUTES 11 SECONDS WEST, 226.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

This parcel will be known as: LOTS 1 AND 2 IN COBBLER'S CROSSING UNIT 13B, BEING A SUBDIVISION OR PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
TO
FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS FOR THE COBBLER'S CROSSING MASTER ASSOCIATION

The following are legal descriptions of property to be added to the Community Area in the Cobbler's Crossing Development Area under Exhibit F of the Cobbler's Crossing Master Declaration:

OUTLOTS A, B AND C IN COBBLER'S CROSSING UNIT 13 A, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT K
TO
FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS FOR THE COBBLER'S CROSSING MASTER ASSOCIATION

The legal description for the Lake Homes East at Cobbler's Crossing Development Area is as follows:

Lots 1-17, inclusive and Outlots A, B, C and D in Cobbler's Crossing Unit 15 being a subdivision of part of the East of 1/2 Fractional Section 7, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT L
TO
FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS FOR THE COBBLER'S CROSSING MASTER ASSOCIATION

The legal description of the Country Homes North at Cobbler's Crossing Development Area is as follows:

COBBLER'S CROSSING UNIT 13 A, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- and -

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF COBBLER'S CROSSING UNIT 7, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1989 AS DOCUMENT NO. 89343561, SAID POINT OF COMMENCEMENT BEING ON THE WEST LINE OF TOASTMASTER DRIVE ACCORDING TO THE PLAT OF DEDICATION RECORDED NOVEMBER 16, 1990 AS DOCUMENT NO. 90562719; THENCE NORTH 86 DEGREES 12 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID COBBLER'S CROSSING UNIT 7, 600.87 FEET TO THE SOUTHEAST CORNER OF COBBLER'S CROSSING UNIT 10A, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1992 AS DOCUMENT NO. 92446861; THENCE NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF SAID COBBLER'S CROSSING UNIT 10A, 360.46 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID COBBLER'S CROSSING UNIT 10A, 505.80 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 04 SECONDS EAST, 955.24 FEET TO SAID WEST LINE OF TOASTMASTER DRIVE; THENCE SOUTH 03 DEGREES 38 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE OF TOASTMASTER DRIVE, 230.76 FEET TO A POINT ON SAID WEST LINE, 694.54 FEET NORTH OF SAID POINT OF COMMENCEMENT;

THENCE	NORTH 86	DEGREES	21	MINUTES	21	SECONDS	WEST, 210.57	FEET;
"	SOUTH 03	"	38	"	39	"	WEST, 79.74	" ;
"	NORTH 86	"	21	"	21	"	WEST, 87.32	" ;
"	SOUTH 03	"	38	"	39	"	WEST, 111.12	" ;
"	NORTH 86	"	21	"	21	"	WEST, 98.14	" ;
"	SOUTH 41	"	31	"	18	"	WEST, 304.00	" ;
"	NORTH 43	"	55	"	05	"	WEST, 108.83	"

TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 210.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE 51.21 FEET (THE CHORD OF SAID ARC BEARS NORTH 36 DEGREES 55 MINUTES 57 SECONDS WEST, 51.08 FEET); THENCE NORTH 89 DEGREES 50 MINUTES 11 SECONDS WEST, 226.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

This parcel will be known as: LOTS 1 AND 2 IN COBBLER'S CROSSING UNIT 13B, BEING A SUBDIVISION OR PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.