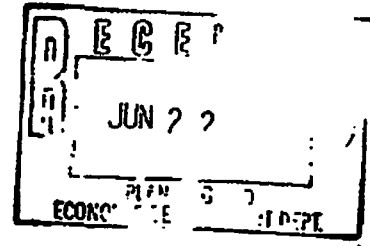


THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Jeffrey L. Richman, Esq.  
Jenner & Block LLP  
One IBM Plaza  
Chicago, IL 60611



Above Space for Recorder's Use Only

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amendment to Declaration of Restrictions and Easements (this "Second Amendment") is made and entered into as of this 22 day of JUNE, 2004, by and between LASALLE BANK N. A., not personally, but solely as successor trustee to American National Bank and Trust Company of Chicago, under a Trust Agreement dated July 22, 1985 and known as Trust No. 65033 ("Trustee"), and SEVEN BRIDGES DEVELOPMENT LLC, an Illinois limited liability company ("SBD").

**RECITALS:**

A. Trustee is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions recorded with the Recorder of Deeds, DuPage County, Illinois (the "Recorder's Office"), on December 13, 1993, as Document 93-293268 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 17, 1995, and recorded with the Recorder's Office on March 23, 1995 as Document Number 95-034246 (the "First Amendment"; the Original Declaration, as amended by the First Amendment, shall hereinafter be referred to as the "Declaration").

B. The Declaration relates to approximately 92 acres of land located in the Village of Woodridge, County of DuPage, State of Illinois, as more particularly described on Exhibit 1 attached hereto (the "Property").

C. Trustee intends to convey to SBD a portion of the Property.

D. In connection with the conveyance of a portion of the Property to SBD, the parties desire to amend the Declaration as hereinafter set forth, but not otherwise.

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### AGREEMENTS:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Defined Terms. All capitalized terms used herein and not specifically defined shall have the meanings ascribed to such terms in the Declaration.
  2. SBD as Declarant. Trustee hereby assigns all of its right, title and interest in, to and under the Declaration to SBD, and SBD accepts the assignment of the Declaration and agrees to be bound by, and to keep, observe and perform, the terms, covenants and conditions of the Declaration from and after the date hereof.
  3. Property Site Plan. As permitted by Preamble 2 of the Original Declaration, the Property Site Plan attached as Exhibit 2 to the First Amendment is hereby deleted and replaced with the Property Site Plan attached hereto as Exhibit 2.
  4. Common Areas. As permitted by Section 3.1 of the Original Declaration, the definition of "Common Areas" in Section 2.1 of the Original Declaration is hereby modified as follows: the phrase "the Development Signs, the Development Irrigation Lines (as defined below)," is added immediately after the phrase "the Entrance Monument," and before the phrase "the Landscaping Wall."
  5. Declarant. The first sentence of the definition of "Declarant" in Section 2.1 of the Original Declaration is deleted and replaced with the following:  
  
Seven Bridges Development LLC, an Illinois limited liability company.
  6. Declarant's Affiliates. In the definition of Declarant's Affiliates in Section 2.1 of the Original Declaration, the phrase "Declarant's Beneficiary" is deleted each time it appears and replaced with the word "Developer".
  7. Declarant's Beneficiary. The definition of Declarant's Beneficiary in Section 2.1 of the Original Declaration is deleted and replaced with the following:  
  
"Developer": Seven Bridges Development LLC, an Illinois limited liability company.
- In addition, throughout the Declaration, the phrase "Declarant's Beneficiary" is deleted and replaced with the word "Developer."
8. Development Signs. The following definition is added to Section 2.1 of the Original Declaration after the definition of "Detention Area":

"Development Signs": those signs currently installed or to be installed by Declarant at the following locations, as shown on the Property Site Plan, as such signs may be modified or replaced from time to time: the southwest corner of the intersection of Mulligan Drive and Route 53; the northwest corner of the intersection of Seven

Bridges Drive and Route 53; and either the northwest corner or the northeast corner of Double Eagle Drive and Hobson Road.

9. Reciprocal Easement Agreement. following definition is added to Section 2.1 of the Original Declaration after the definition of "Property":

"REA": that certain Reciprocal Easement Agreement by and among Trustee, Harris Seven Bridges Theaters, LLC and Double Eagle Venture, LLC dated February 15, 2002 and recorded in the Recorder's Office on February 26, 2002 as Document No. R2002-057290, as the same may be amended or modified from time to time.

10. Obligations for Common Areas.

(a) In Section 3.3(a)(i) of the Original Declaration, the phrase "(including but not limited to the Development Signs)" is added after the word "signs" and before the comma.

(b) Also in Section 3.3(a), the phrase "and (ix)" is deleted and replaced with the following: "(ix) the maintenance and repair of the Irrigation Lines (as defined in Section 4.2(a) of the REA) in the Rights of Way (as defined in the REA) (the "Development Irrigation Lines"), to the extent required by, and otherwise in accordance with, Section 4.2(a) of the REA; and (x)".

(c) Finally, the following sentence is added at the end of Section 3.3(a):

After completing any construction, installation, maintenance, repair or replacement of any of the Development Signs (each, a "Development Sign"), Declarant shall restore the area in which such Development Sign is located as nearly as possible to the condition thereof as existed immediately prior to such work.

11. Costs of Maintenance. The following sentence is added at the end of Section 3.3(b) of the Original Declaration:

Notwithstanding anything to the contrary contained herein, "Costs of Maintenance" shall also include all costs incurred by Declarant pursuant to Section 4.2 of the REA.

12. Notice. The notice address for Declarant in Section 6.11 of the Original Declaration is deleted and replaced with the following:

Seven Bridges Development LLC  
3540 Seven Bridges Drive  
Suite 320  
Woodridge, Illinois 60517  
Attn: Accounting

13. Suparossa Parcel and Chevys Parcel. Article 3 of the First Amendment is deleted in its entirety.

14. Integration of this Second Amendment and the Declaration. Except as and to the extent amended by this Second Amendment, the Declaration and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

15. Successors and Assigns. All provisions of this Second Amendment and the Declaration, as amended hereby, including the benefits and burdens set forth herein, shall run with the Property and are binding on and shall inure to the benefit of Declarant, Developer, the respective successors and assigns of the foregoing parties, and all parties having or acquiring any right, title and interest in or to any portion of, or interest or estate in any of the property comprising the Property.

16. Trustee Exculpation. This Second Amendment is executed by LaSalle Bank N. A., as Trustee as aforesaid, in exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any personal liability on said bank, any such liability being payable or enforceable solely against the property which is the subject matter of the trust created by the Trust Agreement.

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The parties have executed this Second Amendment to Declaration of Restrictions and Easements the day and year first above written.

This instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

DECLARANT:  
NATIONAL ASSOCIATION

LaSalle Bank ~~N.A. of Chicago~~, not personally,  
but as Trustee as aforesaid

By:

  
Its: ~~ASSISTANT VICE PRESIDENT~~

SBD:

Seven Bridges Development, LLC,  
an Illinois limited liability company

By: Seven Bridges Associates Limited  
Partnership, an Illinois limited partnership,  
Manager

By: Harris Seven Bridges, Inc., an  
Illinois corporation, general partner

By: \_\_\_\_\_  
Peter E. Martin, President

The parties have executed this Second Amendment to Declaration of Restrictions and Easements the day and year first above written.

DECLARANT:

LaSalle Bank N.A. of Chicago, not personally,  
but as Trustee as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SBD:

Seven Bridges Development, LLC,  
an Illinois limited liability company

By: Seven Bridges Associates Limited  
Partnership, an Illinois limited partnership,  
Manager

By: Harris Seven Bridges, Inc., an  
Illinois corporation, general partner

By:   
Peter E. Martin, President

STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS POPOVICS, personally known to me to be the Asst. Vice President of LaSalle Bank N.A., not personally but as Trustee under a Trust Agreement dated July 22, 1985 and known as Trust No. 65033, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Asst. Vice President, pursuant to authority given by the Board of Directors of said corporation, as his 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 Notarial Seal this 17<sup>th</sup> day of June, 2004.

Mariana Vaca  
Notary Public

\*NATIONAL ASSOCIATION

STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )



I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Martin, personally known to me to be President of Harris Seven Bridges, Inc., an Illinois corporation, the general partner of Seven Bridges Associates Limited Partnership, an Illinois limited partnership, which is the sole Manager of Seven Bridges Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as President of said corporation, which is the general partner of the Manager of said limited liability company, pursuant to authority given by the members of said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ President of LaSalle Bank N.A., not personally but as Trustee under a Trust Agreement dated July 22, 1985 and known as Trust No. 65033, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as \_\_\_\_\_ President, pursuant to authority given by the Board of Directors of said corporation, as his 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 Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

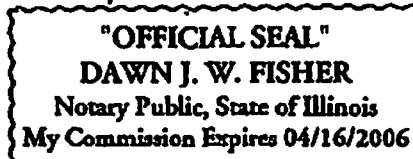
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, Dawn J. W. Fisher, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Martin, personally known to me to be President of Harris Seven Bridges, Inc., an Illinois corporation, the general partner of Seven Bridges Associates Limited Partnership, an Illinois limited partnership, which is the sole Manager of Seven Bridges Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as President of said corporation, which is the general partner of the Manager of said limited liability company, pursuant to authority given by the members of said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of June, 2004.

Dawn J. W. Fisher  
Notary Public



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**EXHIBIT 1**

**Legal Description of the Property**

LOTS 1 THROUGH 11, INCLUSIVE, LOT CA1, LOT CA2, OUTLOT 1 AND OUTLOT 2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE-COMMERCIAL-RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23, ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990, AS DOCUMENT NO. R90-84384, IN THE VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, ALL ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. R93-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

AND

LOTS A, B, C, D, E AND F, INCLUSIVE, IN SEVEN BRIDGE'S OFFICE-COMMERCIAL-RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23 ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990 AS DOCUMENT NO. 490-84384, In the VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PORTION OF LOT F CONSTITUTING OUTLOT 2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE-COMMERCIAL-RETAIL SUBDIVISION, ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. 493-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

AND

LOT I IN THE DIVISION OF LOT 5 IN HOBSON VALLEY, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1982, AS DOCUMENT NUBMER R82-46011, BEING A PART OF THE SOUTWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

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**EXHIBIT 1 (page 2)**

**P.I.N. #**

**08-22-416-001 thru -002**

**08-22-416-003 thru -048**

**08-22-401-008**

**08-22-314-003**

**08-23-314-001**

**08-23-115-002**

**08-23-115-003**

**08-23-115-005**

**08-22-201-035**

**08-23-100-027**

**08-23-100-028**

**08-23-100-025**

**08-23-100-026**

**08-23-100-023**

**08-23-100-024**

**08-23-201-036**

**08-23-100-022**

**08-22-201-020**

**08-22-201-019**

**08-23-114-002**

**08-23-114-001**

**08-22-201-033**

**08-22-205-003**

**08-22-205-002**

**08-22-205-001**

**08-22-201-034**

EXHIBIT 2  
Property Site Plan

DECATUR R.O.W.

COMMON AREA (LANDSCAPE AREA)

LANDSCAPE WALL

DOUBLE EAGLE DRIVE WALL

DEVELOPMENT SIGN

HOBSON ROAD R.O.W. AREA

PEDESTRIAN BRIDGE OVER EAST BRANCH OF DUMAS RIVER

HOBSON ROAD EAST DEDICATED R.O.W.

"RUSCO DETENTION AREA"