

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Ruth A. Schoenmeyer  
Jenner & Block LLP  
330 North Wabash Avenue  
Chicago, Illinois 60611

Above Space for Recorder's Use Only

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

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Third Amendment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by SEVEN BRIDGES DEVELOPMENT, LLC, an Illinois limited liability company ("SBD").

**RECITALS:**

A. SBD is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions dated as of December 13, 1993 and 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 as of March 17, 1995 and recorded with the Recorder's Office on March 23, 1995 as Document Number 95-034246 (the "First Amendment"), and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded with the Recorder's Office on June 25, 2004 as Document Number R2004-171862 (the "Second Amendment"; the Original Declaration, as amended by the First Amendment and the Second 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. Declarant intends to resubdivide a portion of the Property located near the intersection of Double Eagle Drive and Mulligan Drive.

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D. In connection with such resubdivision, SBD, as Declarant, pursuant to the authority reserved in Section 6.2 of the Original Declaration and elsewhere in the Declaration, desires to amend the Declaration as hereinafter set forth, but not otherwise.

**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. **Property Site Plan.** As permitted by Preamble 2 of the Original Declaration, the Property Site Plan attached as Exhibit 2 to the Second Amendment is hereby deleted and replaced with the Property Site Plan attached hereto as Exhibit 2.
3. **Integration of this Third Amendment and the Declaration.** Except as and to the extent amended by this Third 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. If there is a conflict between this Third Amendment and any unmodified portion of the Declaration, the terms of this Third Amendment shall control.
4. **Successors and Assigns.** All provisions of this Third Amendment and the Declaration, as amended hereby, including the benefits and burdens set forth herein, shall run with the Parcels and are binding on and shall inure to the benefit of the Declarant, Developer and the Owners and the respective successors and assigns of the Declarant, Developer and the Owners, and all Persons 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.
5. **Counterparts.** This Third Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to Declaration of Covenants, Conditions and Restrictions to be signed on the date first above written.

**DECLARANT:**

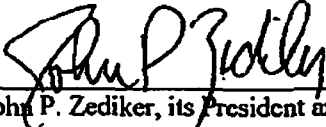
SEVEN BRIDGES DEVELOPMENT, LLC, an Illinois limited liability company

By: Seven Bridges Associates Limited Partnership, an Illinois limited partnership, its co-manager

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

By:   
Peter E. Martin, its President

By: Moser Enterprises, Inc., an Illinois corporation, its co-manager

By:   
John P. Zediker, its President and CEO

STATE OF ILLINOIS )  
 ) DuPage ) SS  
COUNTY OF ~~COOK~~ )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter E. 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 a co-manager of Seven Bridges Development, L.L.C. 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, in its capacity as the general partner of said limited partnership, as a co-manager of said limited liability company, pursuant to proper authority duly given by said corporation, said limited partnership and said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said corporation, said limited partnership and said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of May, 2007.

Gerri Rumney  
Notary Public

My Commission Expires: 5/6/10



STATE OF ILLINOIS )  
 ) DuPage ) SS  
COUNTY OF DuPage )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John P. Zediker, personally known to me to be President and CEO of Moscr Enterprises, Inc., an Illinois corporation, a co-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 and CEO of said corporation, in its capacity as a co-manager of said limited liability company, pursuant to proper authority duly given by said corporation and said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said corporation and said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of May, 2007.

Regina L. Pesch  
Notary Public

My Commission Expires: 4/2/2009



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**CONSENT OF MORTGAGEE**  
(Cole Taylor Bank)

I, Gerald J. Eberhardt, the SVP of Cole Taylor Bank, an Illinois banking corporation, holder of a Construction Mortgage on Lots 3, 4, 9, 10, 16, 17 and 19 of Main Street at Seven Bridges Subdivision and Lots 11 through 16 inclusive and Lot 18 of the Northwest Quadrant of Main Street Subdivision, which Construction Mortgage is dated June 15, 2004, and recorded July 20, 2004 as Document Number R2004-194776, as amended from time to time, hereby consents to the execution and recording of the within Third Amendment to Declaration of Covenants, Conditions and Restrictions and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Gerald J. Eberhardt, the SVP of Cole Taylor Bank has executed this Consent of Mortgagee at Burbank, Illinois on the 30th day of May, 2007.

Cole Taylor Bank, an Illinois banking corporation

By: *Gerald J. Eberhardt*  
Name: GERALD J. EBERHARDT  
Its: S.V.P.

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF Cook                    )

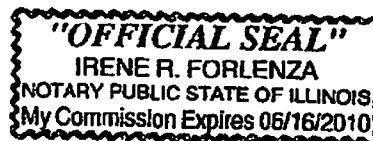
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerald J. Eberhardt, personally known to me to be the SVP of Cole Taylor Bank, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as SVP of said banking corporation, pursuant to authority given by the Board of Directors of said banking corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of May, 2007.

*Irene R. Forlenza*  
Notary Public

My Commission Expires: 6-16-2010

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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. R93-0509999 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.

PERMANENT INDEX NUMBERS: 08-22-207-001 through 08-22-207-355  
08-22-205-005  
08-22-416-001 through 08-22-416-049  
08-22-401-008  
08-23-314-003  
08-23-314-001  
08-23-115-002

(PINS continued on next page)

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(Continuation of PINS)

08-22-201-035  
08-22-205-003  
08-23-100-025  
08-23-100-026  
08-23-114-001  
08-22-206-003  
08-22-206-004  
08-23-114-004  
08-23-114-006  
08-23-114-007  
08-23-114-008  
08-23-114-009  
08-22-206-011  
08-22-206-010  
08-22-206-009  
08-23-114-003  
08-22-201-037  
08-23-114-005  
08-22-206-008  
08-22-206-007  
08-22-206-005  
08-22-206-002  
08-22-206-001  
08-22-206-006  
08-22-201-019  
08-23-115-003  
08-23-115-005  
08-23-100-027  
08-23-100-028

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**EXHIBIT 2**

**Revised Property Site Plan**

[see attached]

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EXHIBIT 2  
Property Site Plan

