

Prepared by; Return To:  
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*(the space above is reserved for Recorder's use only)*

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OWNERSHIP; EASEMENTS AND RESTRICTIONS, COVENANTS  
AND RESTRICTIONS OF RECORD  
1030 W. HIGGINS OFFICE CONDOMINIUM**

THIS FIRST AMENDMENT ("Amendment") is made and entered into by SRY, LLC, a Delaware Limited Liability Company (hereinafter referred to as the "Declarant") at 1030 W. Higgins, Suite 101, Park Ridge, IL 60068.

WITNESSETH:

WHEREAS, the Declarant holds legal title to that certain parcel of real estate situated in Park Ridge, Cook County, Illinois (hereinafter called the "Parcel" or the "Property") legally described as follows and commonly known as 1030 W. Higgins Rd., Park Ridge, IL 60068:

**LOT 1 IN MANU LIFE SUBDIVISION IN THE EAST ½ OF THE  
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.**

**P.I.N.: 12-02-300-116-0000**

**COMMON ADDRESS: 1030 West Higgins Rd. , Park Ridge, Illinois 60068**

WHEREAS, by a Declaration of Condominium (Declaration) recorded November 8, 2006 in the Recorder's Office of Cook County, Illinois, as Document No. 0631215084, the Declaration submitted the above-indicated Property to the provisions of the Illinois Condominium Property Act (Act);

WHEREAS, the Declaration reserves to the Declarant (as defined in the Declaration) the right to grant easements and rights to grantees of the Property or

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any part thereof and to amend the Declaration to provide for the combination, division, reconfiguration or resubdivision of Units owned by the Declarant or the creation of new Units therefrom and adjustment in the respective interests in the Common Elements of such Units, provided that such adjustment does not change the interest of any other Unit Owner in the Common Elements or the aggregate interest in the Common Elements of all such Units so combined, divided, reconfigured, resubdivided or created; and

WHEREAS, the Declarant wishes to amend the Declaration in order to create certain easements and rights appurtenant to Units #103 and #104; to identify all of the parking spaces on the Property as Common Elements; to authorize the installation of a monument sign with five (5) separate identification panels, each of which will be designated as Limited Common Elements for the exclusive use of certain Unit Owners; and to adjust the percentage ownership of certain Units owing to the combination, division and reconfiguration of such Units.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Designation of Parking Spaces and Facilities as Common Elements. Article 1.12 of the Declaration is hereby deleted in its entirety and in place thereof is substituted the following new Article 1.12:

“1.12 Parking Lot and Parking Facilities. The area set aside and designated on page 1 of the amended Plat as Common Elements is to be used solely for the parking of motor vehicles by Owners, Tenants, Occupants as such terms are defined herein and their respective employees, customers, clients, guests and invitees and subject to the provisions of this Declaration and rules and regulations regarding use of the Parking Facilities as adopted from time to time by the Declarant or the Association. The parking area so set aside and the number of parking spaces provided to Owners, Tenants and Occupants shall never be less than the minimum number of spaces required by the Village of Park Ridge under its then current zoning requirements.”

2. Adjustment of Percentage Ownership of Combined and Reconfigured Units. Exhibit “C” of the Declaration is hereby deleted and in place thereof is substituted the attached amended Exhibit “C”. The percentage of ownership in the Common Elements appurtenant to each Unit is hereby changed to the percentages set forth in amended Exhibit “C”.

3. Grant of Easement for Facade Signage. The Owner of Units #103 and #104 (the “Units”) is hereby granted the exclusive right and continuing easement to install, keep, maintain and replace a sign on the facade immediately above Units facing Higgins Road (“Facade Sign”) with the exact location, size and lighting, if any, for such sign being in compliance with the Park Ridge Zoning Ordinance and applicable rules and regulations pertaining thereto. Any permits or consents required in connection with the installation

and maintenance of such sign be obtained at the sole cost and expense of the Unit Owner. Additionally, the Unit Owner shall be responsible for all costs related to the repair, maintenance or replacement of such sign and further provided that the Declarant or the Association has no responsibility or obligation whatsoever with respect thereto. This easement shall be deemed appurtenant to and for the benefit of the Owner of the Units and its tenants and any successors and/or assigns of the Owner and/or its tenant(s).

4. Installation of Monument Sign and Designation of Display Panels as Limited Common Elements. Declarant is authorized to install, and shall install no later than December 31, 2007 a monument sign ("Monument Sign") in the location depicted on page 1 of the Amended Plat; such sign to be located approximately midway along the front lot line on the east side of the Building with such sign containing no less than five (5) separate display panels of approximately equal size with such display panels being consecutively numbered 1 through 5. from the top down and designated as Limited Common Elements as such term is defined in the Declaration and set aside for the exclusive use of one or more Unit Owners. The Owner of Units 103 and/or 104 is entitled to the exclusive use of panel 2 on the Monument Sign and this right will succeed to said Owner's successors and assigns and to said Owner's tenant(s). The exact location, size and lighting of the Monument Sign will be determined in compliance with the Park Ridge Zoning Ordinance and applicable rules and regulations pertaining thereto. Each Unit Owner having a right to the exclusive use of a display panel will be responsible for the prorata cost of repair, maintenance and replacement of the Monument Sign. Each display panel granted to a Unit Owner shall be deemed appurtenant to and for the exclusive benefit of such Unit Owner and any successors and/or assigns.

5. Clarification of "Permitted Use". Article 5.01 of the Declaration is hereby amended by deleting the first full sentence thereof and substituting in place thereof, the following: "Each Unit of the Building shall be used exclusively for professional or office purposes only which purposes shall be deemed to include medical office use."

6. Subdivision of Unit #220. The Unit in the original Plat and Exhibit C to the Declaration identified as Unit #220 has been subdivided and reconfigured into two separate Units of equal size and now known and identified as existing Unit #220 and new Unit #215 with the aggregate total of percentage ownership for each of Units #215 and #220 as shown in amended Plat and amended Exhibit C with no other changes in percentage ownership for any other Unit or Units.

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

SEE NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the undersigned in his capacity as Manager of SRY, LLC, a Delaware Limited Liability Company as the Declarant has caused this First Amendment to be signed as of this 13th day of September, 2007.

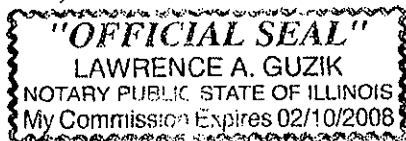
SRY, LLC ("Declarant"),  
a Delaware Limited Liability  
Company

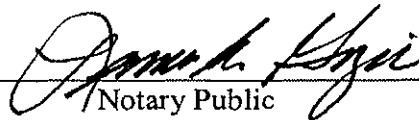
By:   
Its: Manager

STATE OF ILLINOIS                    )  
COUNTY OF COOK                    )

I, LAWRENCE A. GUZIK, a Notary Public in and for the County and State aforesaid, do hereby certify that Ruben Ybarra, 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 Amended Declaration as his own free and voluntary act, and as the free and voluntary act of said SRY, LLC, for the purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of September, 2007.



  
Notary Public

CONSENT BY MORTGAGEE

Amcore Bank, N.A. (the "Bank") as holder of a Mortgage on the Property dated May 1, 2006 and recorded on May 5, 2006 as Document No. 0612542130 hereby consents to the execution and recording of the First Amendment to Declaration of Condominium Ownership; Easements, Restrictions, Covenants for 1030 W. Higgins Office Condominium and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the undersigned officer of the said Bank has caused this Consent of Mortgagee to be signed on its behalf, all done at Elgin, Illinois on this 13TH day of August, 2007. SEPT.

Amcore Bank, N.A.

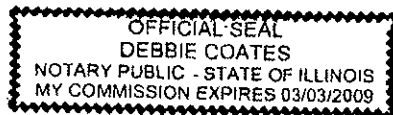
By: David C. Rasmussen Its: VICE PRESIDENT

STATE OF ILLINOIS ) ) ss. COUNTY OF KANE )

I, DEBBIE COATES, a Notary Public in and for said County and State, do hereby certify that DAVID C. RASMUSSEN of Amcore Bank, N.A. VICE PRESIDENT appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13TH day of August, 2007. SEPT

Debbie Coates Notary Public



**AMENDED EXHIBIT "C"**  
**PERCENTAGE OF OWNERSHIP INTEREST**  
**IN THE COMMON ELEMENTS:**

<u>Unit Number:</u>	<u>Percentage Ownership:</u>
101	9.40%
102	6.90
103	6.90
104	9.40
200	7.70
205	3.60
210	2.20
212 (formerly Unit 250)	3.40
215 (formerly part of Unit 220)	4.45
220	4.45
230	4.10
260	3.60
305 (combined Units 310; 302 and 305)	9.80
310	16.10
360	2.30
365	5.70
Total:	100.00%

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