



Doc#: 0631215064 Fee: \$238.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/08/2006 10:22 AM Pg: 1 of 50

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

THIS DECLARATION is made and entered into by SRY, LLC a Delaware Limited Liability Company (hereinafter referred to as the "Declarant") at 1030 W. Higgins Rd., Suite #230, Park Ridge, IL 60068.

WITNESSETH:

WHEREAS, the Declarant holds legal title to the 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, Illinois 60068:

LOT 1 IN MANU LIFE SUBDIVISION IN THE EAST 1/2 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, Park Ridge, Illinois 60068

WHEREAS, Declarant desires and intends to and does hereby submit the Parcel, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the terms, provisions, covenants, restrictions and easements of this Declaration; and

WHEREAS, Declarant desires and intends to and does hereby submit the Parcel, together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (collectively referred to herein as the "Condominium Property" or the "Property") to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (the "Act"); and

WHEREAS, the Property is presently improved with a three story office

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building containing seventeen (17) office suites (the "Units") and approximately 200 parking spaces all as depicted on the plat of survey of the Property attached hereto as Exhibit "A" (the "Plat");

WHEREAS, upon the recording of the Declaration, all of the Property shall be made subject to this Declaration and the Condominium Property shall consist of and include the entire Building, including, without limitation, the foundation, stairwells, roof and exterior walls and structural components of the Building, including the exterior walls of the Building which are delineated on the Plat; and

WHEREAS, Declarant desires and intends to establish for its own benefit and the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use and maintenance thereof; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereinafter acquiring an interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as legal title holder of the above described real estate and for the purposes above set forth, hereby declares as follows:

ARTICLE 1 **DEFINITIONS**

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 Act. The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 Association. The 1030 W. Higgins Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 Board. The Board of Directors of the Association, as constituted at any time and from time to time, which shall constitute the Board of Managers provided for in the Act. The Developer shall manage the affairs of the Association prior to the election of the first Board by the Unit Owners. The Board is the governing body of the Association responsible for the day-to-day management of the affairs of the Association.

1.04 Building. Each structure now or hereafter located on the Parcel containing one or more Units and as shown on the Plat and any amendments thereto.

1.05 By-Laws. The By-Laws of the Association which are attached hereto as Exhibit "B".

1.06 Declaration. This instrument and all Exhibits hereto by which the Property is

submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.07 Common Elements. All portions of the Property, except the individual Units and the Limited Common Elements, if any, unless otherwise specified.

1.08 Common Expenses. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board. Such expenses shall include, without limitation, the expenses of administration, maintenance, operation, repair, alteration, addition, improvement and replacement of the Common Elements (including reserves for such purpose); the cost of water, heat, waste removal, electricity and other necessary utility services, if any, for the Common Elements and the Units if the Units are not separately metered for such services; as well as any expenses so designated as Common Expenses pursuant to this Declaration, the By-Laws, Rules and Regulations of the Board, or otherwise lawfully incurred by the Association for the common benefit of all of the Unit Owners. By way of example and not limitation, Common Expenses shall be deemed to include any and all customary expenses, costs, fees and disbursements paid or incurred (as determined on an accrual basis) by or on behalf of the Association for managing, operating, maintaining and repairing the Building, the Property, and the personal property and equipment used exclusively in connection with the Building or the Property. Expenses shall exclude real estate taxes, but shall include the following: cost of security and security devices and systems; cost of snow, ice and trash removal services and equipment; maintenance, painting and lighting of the parking lot and entryways; cleaning and sweeping equipment and services; planting services, decorations, flowers and landscaping; maintenance, repair and of utility systems, elevators and heating, ventilating and air conditioning systems; gas, water; sewers; fuel; window cleaning; janitorial service; insurance (including but not limited to property, rent loss, liability, workmen's compensation, elevator and any other insurance carried by the Association and applicable to the Property); painting; management fees; supplies; sundries; sales or use taxes on supplies or services; legal, accounting and clerical expenses or any other expense or charge, whether or not hereinbefore mentioned, which, in accordance with generally accepted accounting and management principles, would be considered as an expense of managing, operating, maintaining or repairing the Property, Building and Common Elements.

1.09 Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and the Plat of Survey.

1.10 Condominium Property. All the land, property and space comprising the property legally described herein and depicted and designated as the "Condominium Property" on the Plat of Survey and all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, hereby submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

1.11 Declarant. SRY, LLC, a Delaware limited liability company.

1.12 Parking Lot or Parking Facilities. The area set aside or designated on the Plat 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.

1.13 Director. A member of the Board.

1.14 Limited Common Elements. That portion of the Common Elements so designated in the Declaration or on the Plat of Survey as being reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units.

1.15 Maintenance Fund. All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

1.16 Mortgage; First Mortgage. Any recorded mortgage, trust deed or other assignment or security interest creating a lien on any Unit. The "First Mortgage" with respect to any Unit is that Mortgage which is prior to all other Mortgages with respect to the Unit by virtue of its prior Recording, by operation of law or otherwise.

1.17 Mortgagee. Any person named as a mortgagee or beneficiary under any Mortgage under which the interest of any Unit Owner is encumbered, or any successor to the interest of any such person under such mortgage.

1.18 Occupant. A person or persons, other than a Unit Owner lawfully in possession of a Unit.

1.19 Parcel or Property. The real estate herein described, as amended from time to time, submitted to the provisions of this Declaration, including the Condominium Property .

1.20 Percentage of the Ownership Constituting Majority. Except as otherwise provided by the Act, "majority of the Unit Owners" means those Unit Owners who, without regard to their number; own more than 50% in the aggregate in interest of the undivided percentage ownership of the Common Elements. Any specified percentage of the Unit Owners or of Mortgagees shall, except as otherwise required by the Act, mean those Unit Owners or their Mortgagees who, in the aggregate, own or are Mortgagees with respect to such percentage in interest of such undivided ownership of the Common Elements.

1.21 Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.22 Plat. The Plat or Plats of Survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A", as such Plat may be amended from time to time.

1.23 Property. The Condominium Property.

1.24 Record; Recorded; Recording. To record, recorded or recording in the Office of the Recorder of Deeds of Cook County, Illinois.

1.25 Undivided Interest. The undivided percentage interest of ownership in the Common Elements of a Unit Owner, or one or more Unit Owners as the context may require, such undivided percentages being set forth in Exhibit "C" attached hereto, as amended from time to time.

1.26 Unit. A part of the Property designed or intended for office use and which is so designated in this Declaration or on the Plat.

1.27 Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit. The Declarant shall be deemed to be a Unit Owner with respect to each Unit owned by the Declarant. The term "Unit Owner" shall include the beneficiary of a trust, shareholder of a corporation, member of a limited liability company or general partner of a general or limited partnership holding legal title to a Unit. The term "Unit Owner" includes a contract seller of a Unit prior to the time of conveyance of the Unit to the purchaser, whether or not the purchaser is in possession of the Unit. The term "Unit Owner" shall not include any person whose sole interest in a Unit consists of a leasehold interest, a mortgage any other lien on the Unit.

1.28 Unit Ownership. A part of the Property consisting of one Unit and an undivided interest in the Common Elements allocated thereto as provided in this Declaration.

1.29 Tenant. Any Person or Persons who has or have executed a written lease for a Unit with a Unit Owner.

1.30 Party Wall. A non-load bearing partition wall dividing two Units. Party Walls are Limited Common Elements, as defined by the Act and are assigned to the Units which the Party Wall separates.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION.

2.01 Land. The Property is submitted to the Condominium Property Act and all Units and improvements located on the Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration.

ARTICLE 3
EASEMENTS

3.01 General Ingress and Egress. An easement for ingress and egress to and from public roads is hereby declared upon, over and along the Common Elements for the benefit of each Owner, Tenant and Occupant in the Condominium, their directors officers, partners, managers, employees, agents, clients, patients, customers, immediate family members , guests and other invitees, and for the benefit of the Park Ridge Fire Protection District, or any successor thereof for the purpose of providing police and fire protection, as well as any other county or municipal purposes.

3.02 Easement for Improvements and Amenities. An easement on the Land designated herein as the Common Elements is hereby declared for the purpose of constructing and maintaining parking areas, berms, entranceways, signage, walks and related amenities and facilities to be used by all Unit Owners, Tenants and Occupants in the Condominium Property, and their respective directors officers, partners, managers, members, employees, agents, clients, customers, immediate family members, guests and other invitees.

3.03 Utilities. An easement is hereby declared over, upon and along that part of Land delineated on the Plat in favor of the utility companies for the purpose of providing natural gas service, electrical service, telephone service, and water and sanitary sewer system to the Building and each Unit and to the Common Elements.

3.04 Scope of Easements. The easements over, upon, across, along and under the Common Elements established pursuant hereto shall be with respect to the entire Common Elements. At any time hereafter Declarant, its successors, assigns and legal representatives may:

- a. limit the easements to a specific part of the Common Elements;
- b. delineate and restrict that part of the Common Elements to be used for parking facilities and access thereto;
- c. record a document or documents setting forth that a part of the Common Elements so delineated and restricted, provided, however, that in no event shall any selection deny to any Owner, Occupant or Tenant access or egress from the Building.

3.05 Easements to Run with the Land. All easements and rights described herein are easements appurtenant to and running with the Land, perpetually in full force and effect, and at all times shall inure to benefit of and be binding upon Declarant, its successors and assigns, and any Owner, Tenant, purchaser, mortgagee and other Persons having an interest in the Condominium Property or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, deed of conveyance, lease, mortgage, trust deed or other evidence of obligation shall be sufficient to grant the easements and rights to the respective grantees, lessees, mortgagees or trustees of the Land, or any part thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the Condominium Property as fully and completely as though the easements and rights were recited fully and set forth in their entirety in the document.

3.06 Structures on the Common Elements. Except, as constructed by Declarant, or as herein provided, and except as permitted in the By-Laws of the Association and only if compatible to original construction, there shall be no additional structures or enclosures above the ground level of the Common Elements, and no residential, industrial, or manufacturing use of any kind shall be permitted therein or thereon.

3.06 Special Easement for Condensers. Declarant hereby grants to individual Unit Owners, the right to place condenser units on the roof of the Building for supplementary air conditioning systems used to cool computer rooms located in individual Units. The exact location and procedure for installation, repair, maintenance and removal of such condenser units shall be subject to the prior approval of the Declarant or the Board of Directors. The cost for the installation, repairs, maintenance and removal of such condensers shall be charged to the individual Unit Owner benefited thereby.

ARTICLE FOUR
RIGHT TO USE; AND TITLE
TO THE COMMON ELEMENTS AND FACILITIES

4.01 Use of the Common Elements. Each Owner, Tenant and Occupant shall have the right to use and enjoy the Common Elements in common with all other Owners, Tenants and Occupants. The rights herein granted shall extend to Owners, Tenants and Occupants, their directors officers, partners, managers, employees, agents, clients, patients, customers, immediate family members, guests and other invitees. The use of the Common Elements shall be subject to and governed by the provisions of this Declaration, the

Association's Articles of Incorporation, its By-Laws and the rules and regulations promulgated from time to time by the Association through its Board of Managers.

4.02 Limitations upon Rights of Use and Enjoyment. The rights of use and enjoyment established hereby shall be limited by and subject to the following:

a. the rights of Declarant and the Association (through its Board of Managers) to prescribe rules and regulations for the use of the Common Elements;

b. the right of the Association, as provided in its By-Laws or in any rules or regulations promulgated thereunder by its Board of Managers, to suspend the enjoyment rights of any Owner for any period during which any assessment provided for therein remains unpaid and for any period during which any infraction of its published rules and regulations continues, provided, however, that the Association may not, for any reason, deny to any Owner, Tenant or Occupant, the easements established pursuant to Article 3.01 hereof;

c. the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility, for purposes and subject to conditions that may be agreed upon by the Association in accordance with its Articles of Incorporation and By-Laws:

d. the reserved right of Declarant to grant easements as provided in Article 3:04 hereof;

e. the reserved right of Declarant to utilize any part of the Common Elements for the purposes required with respect to the construction, sale, rental and promotion of the Condominium Property, including, but not limited to, the right to establish and maintain general construction, sales, and rental offices, storage and fabricating facilities, parking areas for their employees, agents, representatives and prospective customers, and advertising signs or other materials.

4.03 Mortgages. So long as Declarant shall be the holder of record title to any Unit or part of the Common Elements, Declarant shall have, and there is hereby reserved, the right to place thereon one or more mortgages upon any Unit or Units to secure the loan or loans of funds that Declarant may obtain, from time to time; provided, however, that each mortgage upon any Unit or Units shall be subject to the provisions of this Declaration and shall be released prior to the conveyance of the Unit or Units.

4.04 Owner Mortgages. Each Owner shall have, and is hereby granted, the right, from time to time, to mortgage his, her, their or its Unit Ownership to secure loans made for his, her, their or its benefit, and those mortgages shall have the rights and privileges accruing to the Owner, but subject to the burden of all of the covenants, conditions and easements herein set forth. For all purposes of this Declaration, the term "mortgage" shall be deemed to include mortgages, trust deeds and other documents in the nature of mortgages.

ARTICLE FIVE
COMMON RESTRICTIONS, MAINTENANCE AND
SERVICES PROVIDED BY ASSOCIATION, COMBINING UNITS AND
REMOVAL AND REPLACEMENT OF PARTY WALLS

5.01 Restrictions Relating to Permitted Uses. Each Unit of the Building shall be

used exclusively for professional or office business purposes only. No Unit shall be used for any residential, retail, manufacturing, or industrial use. In addition, no space in the Building will be used for trade schools or other educational training facilities or other public or quasi-public use that would unreasonably result in a large volume of personal or vehicular traffic, or which is not in keeping with the standard of a first class office building. In addition, as long as Chicago Title Insurance Company, its successors and/or assigns occupies a Unit as an Owner, Tenant or Occupant, no other Person will be permitted to own, lease or otherwise occupy a Unit, the primary business purpose of which is the conduct of a title insurance and real estate escrow office; provided however, nothing herein shall be construed prohibiting or restricting the ownership, use or occupancy of a Unit for purposes of conducting real estate agency and escrow closings by attorneys as incidental to their legal practices or acting as agents for a title company or conducting refinancing transactions by any mortgage broker, bank or other lender. This restriction shall terminate, lapse and be of no further force and effect upon the earlier of: (i) such time as Chicago Title Insurance Company no longer owns, leases or occupies a Unit in the Building; or (ii) the date occurring fifteen (15) years from the date of the recording of this Declaration.

5.02 Restrictions Relating to Common Elements. Common Elements shall be preserved for the same purposes and shall be maintained in the same character as installed by Declarant and no improvements, structures, buildings or encroachments shall thereafter be placed upon the Common Elements except as authorized by the Declarant or the Board of Managers of the Association. No above grade improvements to the Common Elements shall be installed thereon except as shall be necessary to provide access, driveways, sidewalks, or which facilitate and implement the use and enjoyment thereof. Notwithstanding, the Declarant may, for the convenience of the Owners, Tenants and Occupants of the Building, grant a license or concession in the Common Areas for the operation of a mini-food, beverage, newspaper or sundries stand or kiosk, or alternatively, the Declarant may set aside a portion of the lobby or other Common Area for installation of vending machines and other concessions for the convenience and use of the Owners and Occupants of the Building appropriate for a first class suburban office building.

5.03 Subdivision. No part of the Land shall be divided or subdivided, or a fraction thereof sold or conveyed so as to be held in undivided ownership. This restriction, however, is not intended to be applicable to the further subdivision and sale of the individual Units.

5.04 Business and Commercial Activities. No Unit or Common Elements shall be used at any time for residential, retail, manufacturing or industrial activities; provided, however, that Declarant or its nominee or nominees, may use any part of the Building or specific Unit or Units for promotions, displays and sales offices, specific areas for storage of equipment and necessary open storage of equipment, as more fully provided in Section 4.04 (e) hereof, or to provide the services necessary and required pursuant to the provisions hereof evidenced by agreements with the Association.

5.05 Maintenance of Property. All Common Elements and Units shall be kept and maintained in a clean, safe and attractive condition and in good order and repair.

5.07 Noxious or Offensive Activities. No noxious or offensive activities shall be carried on in any part of the development, nor shall anything be done which is or may become a nuisance or cause a disturbance or annoyance to others.

5.08 No Hazardous Activities. No activities shall be conducted on any part of the Property and no improvements constructed on any part of the Development that are, or might be unsafe or hazardous to any person or property. Without limiting the generality of

the foregoing, no firearms shall be discharged upon any part of the Development, and no open fires shall be lighted or permitted on any part of the Property.

5.09. Unsightliness. No unsightliness shall be permitted on any part of the Property. Without limiting the generality of the foregoing, no masts, antennas, satellite dishes, radio towers, microwave dishes or other structures designed for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of the Building without the prior written approval of the Declarant or the Association. This restriction is not intended to restrict the Declarant from constructing masts, antennas, etc., as part of the conversion, or such construction or installation is required to perform the provisions of any agreement between the Declarant or the Association and any person, firm or corporation.

5.10 Animals. No dogs, cats, birds, other household pets, rabbits, poultry or animals of any kind character or species shall be permitted or kept on the property. Nothing in this paragraph shall be construed to prohibit trained "seeing-eye" or similar type dogs used by disabled or visually impaired persons.

5.11 Window, Window Treatments. All exterior windows shall be the same color as currently installed and in all respects uniform, consistent and appropriate for a first class office building. No signs, banners, or other items shall be hung out any window, or attached to the Building.

5.12 Unit Ceilings. Ceilings within the Units shall be suspended or similar construction or material which will permit direct access to the Common Elements above the Units. In the event that a Unit's ceiling is of such construction that does not allow easy or direct access, any additional costs to the Association in accessing the Common Elements above the Units shall be assessed to that Unit.

5.13 No Annoying Lights, Sounds or Odors. No Owner, Tenant or Occupant shall have lights emitting from any Unit or from any part of the Common Elements. The previous sentence shall not be construed to prohibit interior and exterior lights originally installed by the Declarant, lights deemed necessary by the Declarant or the Association for illuminating the hallways and other Common Elements, and exterior accent lighting. No sounds shall be emitted that are unreasonably loud and annoying, and no odor shall be emitted from any Unit or Common Element that is noxious or offensive to others.

5.14 No temporary structures. No tent, shed or temporary building or improvement shall be placed upon any part of the Land or Common Elements; provided, however, that this restriction does not apply to construction sheds and temporary construction buildings and other like above-grade structures required by Declarant or the Association in the course of providing improvements to the Property or as otherwise provided by the provisions hereof.

5.15 Restriction on signs, Permitted Signs. No "For Sale" "For Rent" or other signs or advertising device shall be erected or maintained on the Property, Building, Common Elements or in any window; provided however, that Declarant, or its nominee or nominees, may, subject to the applicable laws, erect temporary construction signs, signs indicating safety requirements and signs that are reasonable and necessary to facilitate the sale of Units. Nothing in this paragraph shall prohibit the placement of a building directory or directories in the lobby, or near entryways, signs at or near elevators and stairways directing persons to the location of units or suites, suite and unit number signs; and signs identifying the business or business within each Unit or suite of Units (collectively referred

to as "Permitted Signs"). All Permitted Signs shall be uniform as to size, color, location, lettering style and size and content, as determined by the Declarant or the Association. Any cost related to a change of sign or replacement of a sign shall be charged to the Unit Owner, Tenant or Occupant requesting the change or replacement. The Declarant or the Association may grant exclusive rights to additional signage to a Unit Owner, Tenant or Occupant as determined from time to time in the discretion of the Declarant or the Board. Declarant has granted the Owner of Unit 200 and its Tenant, Chicago Title and Trust Company ("CT&T"), the exclusive license and right to the following signage in the Common Areas of the Building:

- a) Monument. The right to install a monument in a location determined by Declarant sign identifying CT&T in the top slot of the sign. The relative position of the remaining Owner or Tenant placards in the monument sign shall be determined by Declarant or the Association in its or their sole and absolute discretion, except that CT&T shall retain the top position so long as CT&T occupies space in the Building. The Declarant or the Association may remove Tenant's placard from the monument at any time that CT&T no longer occupies space in the Building.
- b) Building Sign. Declarant, at CT&T's request and cost, may install a Building sign on the rooftop HVAC penthouse identifying CT&T as a Tenant in the Building. The Declarant or the Association may remove CT&T's rooftop sign from the Building sign at any time that CT&T no longer occupies space in the Building.

5.16 Restrictions on Alterations and Additions. No architectural changes or additions may be made to the Building, Common Areas or exterior of the Units, nor shall any exterior storm doors, canopies or awnings of any kind be attached to the Units or the Building without prior approval of the Declarant or the Association.

5.17 Grading. Except as shall be designated or performed by Declarant or the Association, there shall be no change in the grading of improvements, Parking Areas and Building nor shall any established pattern of drainage of surface waters be altered without the approval of the Association, through its Board of Managers or Declarant.

5.18 Parking Areas and Facilities. Owners, Occupants and Tenants, their directors officers, partners, managers, employees, agents, clients, patients, customers, immediate family members, guests and other invitees shall have use of: (i) the Parking Areas designated for general parking of motor vehicles during regular business hours; and (ii) specifically assigned Parking Areas or spaces designated by the Declarant or the Association for visitors, handicapped use or restricted spaces as to hours or purposes, i.e., loading and unloading or for deliveries in the Building. Declarant or the Association may designate specific parking spaces for use of individual Unit Owners or Tenants as determined in the sole discretion of the Declarant or the Association. The parking of commercial vehicles is generally prohibited except as provided herein, except for such vehicles used by Owners, Occupants and Tenants, their directors officers, partners, managers, employees, agents, clients, customers, immediate family members, guests and other invitees as a personal vehicle. No recreational vehicles shall be parked in the parking areas. Recreational vehicles shall include, but shall not be limited to, campers, mobile homes, trailers, boats, snowmobiles and trailers. All parking shall be further regulated by rules and regulations promulgated by the Association through its Board of Managers. Overnight parking is strictly prohibited.

5.19 Planting. No plants or seeds, trees, shrubberies or bushes will be permitted with the exception of those placed by Declarant or the Association, and no plants, trees or

shrubberies shall be removed without the prior written approval of Declarant or the Association.

5.20 Snow Removal, Scavenger Service and Security. The Association:

a. shall provide:

- i. snow removal service, including snow removal from the Common Elements, all front walks, entrance walks, and Parking Areas;
- ii. regular removal of garbage and debris except for bulk items and hazardous materials which shall be undertaken by such Owner, Tenant or Occupant.

b. may, if it elects, provide a reasonable security system.

5.21 Electrical Service. The Association shall be responsible for the supply of electrical service and the maintenance of facilities for illumination of the Common Elements and Parking Areas.

5.22 Taxes and Insurance. The Association shall be responsible for the payment of taxes, if any, on the Common Elements. The Association shall be responsible for procuring, maintaining and paying the premiums for the insurance as required by the Act.

5.23 Water and Sanitary Sewer Systems and Utility Charges. Each Unit Owner shall be separately responsible for all charges for electrical, natural gas and other services and utilities serving each Unit which utilities and services shall be separately metered to each of the respective Units. Unless separately metered to individual Units, water, sewer and other utilities and services shall be part of the Common Expenses.

5.24 Exterior. There shall be no change in any exterior color of the Building, except under the direction and approval of the Association acting through its Board of Managers from time to time.

5.25 Landscaping. The Association shall:

- a. maintain all landscaping of the Common Elements and the cost thereof shall be allocated as is provided for other Common Expenses.
- b. provide landscaping services which include cutting lawns, cultivating, trimming and feeding evergreens and shrubs, reseeding, fertilizing, weed control programs, spraying, feeding and trimming of trees to all landscaped areas and those services shall include lawn sprinkling or watering of evergreens, and shrubberies, and the replacement of lawns, shrubberies, trees, evergreens and plantings, as may be required from time to time. All replacements shall be of a kind and quality substantially similar to those as originally installed.

5.26 Combining Units. When two or more Units that share a Party Wall are owned by the same Owner, and subject to the strict compliance with the provisions of this Declaration and the rules and regulations subsequently adopted the Board, upon the written request of the Owner, the Party Wall may be removed, in whole or in part, and the Units may be combined to be used and occupied as though one Unit. Prior to undertaking any physical act to remove the party wall or combine the Units, the Owner shall strictly adhere to the following requirements:

a. Submit a written request to the Board which shall include the following documentation: proposed floor plan, construction and design plans including an architect's or engineer's certified cost estimation and construction schedule; sample of proposed materials to be used; identification of contractor or contractors hired to perform the work; copies of all construction contracts; a certificate of insurance from the Owner and the contractor(s) identifying the Association as an additional insured party; a description of the business or use of the proposed combined space; evidence satisfactory to the Board that the Owner shall sufficient financial resources to complete the construction; and such other documents as the Board may reasonably request (the documents set forth in this subparagraph a shall be referred to as "Submittals").

b. All work must be performed by licensed and competent contractors. The Board may reject a contractor if the Owner fails to present sufficient information as to the contractor's qualifications and experience.

c. The Board may, at the cost of the Owner, retain an architect, engineer and/or contractor to review the Submittals and supervise the construction. In the event that the Board elects to retain one or more of the professionals, the Owner shall deposit with the Board, a sufficient cash deposit to pay for the retained professional. The Owner and Owner's contractor(s) shall strictly adhere to the requirements of the Board's retained professional. The Board may, by rule or regulation, require a requesting Owner to pay a construction supervision fee. The construction supervision fee shall be reasonably related to the costs associated with reviewing and considering the request.

d. The Owner shall strictly comply with all local, county, state and federal ordinances and laws and obtain all necessary permits and approvals pertaining to the proposed construction.

5.27 Procedure for Combining Units. Upon the Board or the building manager, if any, receiving a request by an Owner including all required Submittals to combine two or more units, the Board shall review same and advise the Owner in writing of any changes it may require. Required changes shall be limited to:

a. the safe and orderly modification or relocation of utilities of other facilities within Party Wall to be removed;

b. the design plans conforming to the general appearance of the building;

c. the quality of construction materials equal to or greater than those of the building generally;

d. limiting or modifying the construction schedule to minimize the impact upon the other Units, Occupants and Owners; and

e. and other matters reasonably required by the Board or its retained professionals.

The Board shall submit its written response within fifteen (15) days after the request and all required Submittals are received by the Board or its designated manager. The Board shall then give notice to the other Unit Owners of the proposed combination and that the matter will be discussed at the next Board meeting. The notice shall be delivered at least ten (10) days prior to the proposed meeting. The Board shall convene a meeting not later

than thirty days after it issues its written response to the request to combine Units. At the meeting during which the request to combine is to be considered, the Board, its manager or the requesting Owner shall give a description of the project, including but without limitation, the construction schedule. The requesting Unit Owner shall not be required to disclose, nor shall the Board or its manager permit the disclosure of the Owner's financial information, other than to confirm whether the Board is satisfied with the financing of the proposal. The members may provide questions or concerns to the Board. At the conclusion, the Board shall either approve or disapprove of the request to combine, taking into account that the Building was converted in contemplation of the combination of Units, and that combination is not to be discouraged. In the event that the Board rejects the request, the written statement shall be submitted to the requesting Owner detailing the reasons for the rejection and the steps to be complete in order to obtain approval. Upon approval and only after the requesting Owner incorporates into the plans, the Board's required changes, Board shall issue its letter authorizing construction to begin.

5.28 Replacing Party Walls. The Owner of two or more combined Units may replace a Party Wall provided that requesting unit owner complies and adheres to the procedure set forth in Sections 5.26 and 5.27 above, in the same manner as though requesting to combine Units. The location of the Party wall shall be as located on the Plat of Survey. The Board may, by rule or regulation, limit or streamline the Submittals and procedures for replacing a Party Wall.

5.29 Declarant. The Declarant, its successors and/or assigns are exempt from the requirements of Sections 5.26, 5.27 and 5.28, above. Notwithstanding, any such work undertaken by the Declarant shall be carried out in a good and workmanlike manner and in such a manner so as to not restrict access to any Unit or cause any unreasonable noise, commotion or interruption of any Unit Owner or Tenant's business activities.

ARTICLE 6

ASSOCIATION

In order to carry out the intent and purposes hereof, a not-for-profit corporation to be known as 1030 W. Higgins Condominium Association (the "Association") will be organized pursuant to the General Not-for-Profit Act of the State of Illinois, at a time deemed appropriate by the Declarant but in no event shall the Association be organized later than the time at which 75% of the Units have been conveyed. The Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Declaration. The By-laws of the Association are attached and made a part hereof as Exhibit "B".

ARTICLE 7

MEMBERSHIP AND VOTING RIGHTS

7.01 Membership in the Association. Each Unit Owner shall be a member of the Association. When more than one Person constitutes an Owner, those Persons shall be the members of the Association. Declarant, for itself and its successors and assigns hereby covenants and each Owner and Tenant by acceptance of deed or lease, whether or not the same shall be so expressed in any deed or lease, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations promulgated from time to time by, the Association through its Board of Managers.

7.02 Votes. The number of votes of each Unit shall be equal to the proportionate share of common ownership of the Common Elements, so that the sum of the total votes ("Total Votes") which can be cast in any election shall equal One Hundred (100). The proportionate share of common ownership of the Common Elements allocated to each Unit are set forth in "C' attached hereto and made a part hereof.

ARTICLE 8 ARBITRATION

8.01 Intention of Declarant Concerning Deadlock Between Owners and Board Members. Declarant is aware that, from time to time, the Unit Owners or Board members may disagree as to any course of action that may be in question. Such disagreements may result in a condition of deadlock on matters of great importance to the Property and to present and future Unit Owners, which condition Declarant finds to be potentially injurious to the Property and to the Unit Owners. It is the desire and intention of Declarant to provide herein for the submission of such disagreements to binding arbitration as hereinafter provided.

8.02 Arbitration of Voting Deadlock. In the event that this Declaration provides for the vote of Unit Owners or of the Board on any question, and a condition of deadlock (as hereinafter defined) occurs, the question to be voted upon must be submitted to arbitration in the City of Chicago, Illinois within a reasonable period of time. Any submission to arbitration hereunder shall be instituted upon the action of any Unit Owner or Board member; as the case may be, by written notice thereof mailed to the other Unit Owners and/or Board members. In the event that such notice is given, the Unit Owners and/or Board members, as the case may be, shall meet within ten (10) days after the date of such notice and appoint an individual to act as an arbitrator who is experienced with the subject matter of the disagreement and who is mutually acceptable to the Unit Owners or Board members, as the case may be. In the event that an arbitrator is appointed, the matter of disagreement shall be submitted to the arbitrator; who shall render a decision which shall be final, binding and conclusive upon both Board members, as the case may be. In the event that the Unit Owners or Board members, as the case may be; can not agree concerning such appointment within the said ten (10) day period, then each shall appoint an individual who is experienced with the subject matter of the disagreement to act as an arbitrator on his behalf within five (5) days after the expiration of the said ten (10) day period. In the event that either Unit Owners or Board members, as the case may be, fails to appoint an arbitrator within the said five (5) day period, then the arbitrator selected by the Unit Owner or Board member shall appoint such arbitrator within five (5) days after the expiration of the said five (5) day period. The two arbitrators so chosen shall meet within ten (10) days after the date of appointment of the second arbitrator and appoint a third arbitrator. The three arbitrators shall meet within ten (10) days after the date of appointment and render a decision (concurred on by at least two of the three arbitrators) which shall be final, binding and conclusive upon Unit Owners or Board members, as the case may be. For all purposes, a condition of "deadlock" shall exist whenever neither side to a question shall obtain a majority of the votes cast on such question at a meeting of the Board or of the voting members, whichever is applicable, which meeting has been duly called and constituted in accordance with this Declaration.

ARTICLE 9 MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND FACILITIES

9.01 Maintenance and repair. The By-Laws of the Association and the rules and

regulations adopted by the Association through its Board of Managers, will contain provisions for the maintenance, insurance, upkeep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, ecological balance, decorating, replacement and improvement and organization of the Common Elements and Condominium Property.

9.02 Assessments. The By-Laws of the Association contain provisions for the levying and the lien of assessments on the Unit Owners for the providing of monies, as and when may be required from time to time, for the purposes set forth in section 9.01 above. Declarant hereby, and each Unit Owner by acceptance of a deed of conveyance shall be deemed to have covenanted and agreed to pay to the Association the assessments provided for in such By-Laws, whether or not the covenant or condition shall be expressed in any deed or other conveyance.

9.03 Lien and Personal Obligation of Assessments. Declarant covenants for each Unit and for each Unit Owner as evidenced the such Owner's acceptance of the deed for such Unit, whether or not it shall be so expressed in the deed, to pay to the Association: (i) annual assessments, paid monthly; and (ii) special assessments for capital improvements. Such assessments will be established and collected as therein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the individual Unit and a continuing lien on the Unit against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the Person or Persons who owned the Unit at the time the assessment fell due as well as any successors in title of such Person or Persons. Upon Declarant conveying title of a Unit to an Owner, assessments for that Unit shall commence and, thereafter, become due and payable on a monthly basis.

9.04 Purpose of Annual Assessment. The annual assessments levied by the Association shall be used exclusively to maintain, operate, repair and improve the Common Elements. Annual assessments shall include and the Association shall acquire and pay for out of the funds derived from annual assessments, for the purposes set forth in this Declaration and, in the discretion of the Board of Directors, Workmen's compensation insurance to the extent necessary to comply with applicable law and any other insurance deemed necessary by the Board of Managers; a standard fidelity bond covering all members of the Board of Managers of the Association and all other employees of the Association in an amount to be determined by the Board of Managers; and any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Managers of the Association for the operation of the Common Elements for the benefit of Unit Owners or for the enforcement of any obligations or restrictions set forth in this Declaration.

9.05 Special Assessments for Capital Improvements. In addition to the monthly 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, reconstruction, repair, or replacement of capital improvement on the Common Elements, including fixtures and personal property related thereto. Any special assessment in excess of \$15,000 in the aggregate must be approved by a majority of the Unit Owners.

9.06 Notice for Action Authorized Under 9.04 or 9.05. Written notice of any meeting called for the purpose of taking any action authorized by 9.04 or 9.05 shall be sent

to all Unit Owners not less than ten (10) nor more than thirty (30) days in advance of such meeting.

9.07 Rate of Assessment. Both annual and special assessments shall be assessed to the Units based upon each Unit's proportionate share of ownership in the Common Elements as set forth in the attached Exhibit C.

9.08 Commencement and Collection of Monthly Assessments. The monthly assessments provided for herein shall commence as to all Units on the first day following the conveyance of said Unit from Declarant and the first monthly installment of the annual assessment due from a Unit Owner following the closing of his Unit from Declarant shall be due on the first day of the following month. The Board of Managers or Declarant prior to the election of the Board of Managers shall fix the amount of the monthly assessment against each Unit at least fifteen (15) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments are to be payable monthly. Notice of the monthly assessments shall be sent to every Owner subject thereto. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Unit has been paid.

9.09 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of the Owner's Unit.

9.10 Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding, a sale or transfer of any Unit shall not affect the assessment lien and the original Unit Owner and any transferee shall be jointly and severally liable for unpaid assessments. However, the sale or transfer of any Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

9.11 Maintenance Reserve. At the time each Unit is closed, the Owner purchasing the Unit shall pay to the Declarant or the manager or the managing agent or as otherwise directed by the Declarant or the Board, an amount equal to two (2) times the first monthly assessment for such Unit, which amount shall be used and applied as an operating or maintenance reserve, as determined by the Declarant or the Board.

ARTICLE 10 **AMENDMENTS**

10.01 Power to Amend. After the transfer of the Common Elements to the Association by the Declarant, the Association shall have, and it is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Managers and approved by the affirmative vote of any proportion of its members stipulated by the By-Laws of the Association, together with the written consent of

any mortgagees of any Unit, subject to the limitation that such action shall not cause the Land or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation.

10.02 Evidence of Amendment. Any action, when taken pursuant to section 10.01 hereof, shall be evidenced by an appropriate written instrument issued by the Association, and shall become and be effective as of the date designated in that instrument, but not earlier than the date upon which the instrument shall be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois.

10.03 Additional Powers. The Association shall have, and it is hereby granted, the power to adopt rules and regulations or amend, modify or otherwise alter and enforce previous rules and regulations adopted by Declarant or the Association bearing upon the use and manner of occupancy and maintenance of the Land, the Building including all of the Common Elements and Units, or any part thereof, at any time and from time to time by action recommended by its Board of Managers, subject only to the limitations that any action bearing upon Units shall be applied uniformly to all Units, and that the action shall not cause the Land, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation.

10.04 Evidence of Exercise of Additional Powers. Any new rules and regulations adopted by the Association, and any amendment, modification or alteration of previous rules and regulations adopted by the Declarant or the Board of Managers of the Association pursuant to the authority granted to it in section 10.03, shall be evidenced by an appropriate written instrument issued by the Association, and the same shall become and be effective as to each Unit Owner on the date upon which the same shall be transmitted to him in the manner herein provided for the service of notice.

10.05 Copies of Evidence of Exercise of Amendment or Additional Powers. Whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to section 10.01 hereof, and whenever the Association shall exercise the additional powers granted to it pursuant to section 10.03 hereof, it shall be the duty of the Association to promptly transmit a full, true and complete copy of the amendment, modification or alteration to each then Unit Owner, provided however, that failure to do so shall not invalidate or delay the effective date of any action effectuated by the instrument.

ARTICLE 11

PROVISIONS REGARDING INDIVIDUAL UNIT OWNERSHIP

11.01 Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company: Utilities which are not separately metered or billed shall be treated as Common Expenses.

11.02 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with the respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber, in any manner whatsoever, the Property or any part thereof, except his own Unit and his respective ownership interest in the Common Elements, as aforesaid.

11.03 Separate Real Estate Taxes. It is intended that real estate taxes are to be separately taxed to each Unit Owner for each Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his Unit calculated as set forth in Exhibit C. Such taxes shall be considered a Common Expense of each such Unit and each Unit Owner will be responsible for each Owners proportionate share.

11.04 Mandatory Insurance by Unit Owners. Each Owner shall, at Owner expense, maintain in force the following insurance policies: for (i) commercial general liability insurance on a primary basis without any right of contribution from any insurance carried by the Association on an occurrence basis in amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate or such other amounts as the Association may from time to time reasonably require, insuring against all liability for injury to or death of a person or persons or damage to property arising from use and occupancy of the Unit; and (ii) "all risk" fire and extended coverage in an amount equal to the fair market value of Unit Owner's or any Tenant's improvements, furniture and fixtures located in the Unit. Each Owner shall furnish renewal policies to the Association at least thirty (30) days before expiration of such policies. The insurance required herein shall designate the Association and other party designated by the Association as named additional insureds and loss payees. In the event that any Unit Owner fails to furnish the Association with the said policies of insurance within the time required hereunder, the Association may, but shall not be obligated to, obtain such insurance, and the cost thereof shall be charged directly to the Unit Owner. The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner unless and until such Unit Owner shall request the Board, in writing, to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its Officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage caused to the Common Elements by fire or other form of casualty to the extent that such damage is covered by fire or other form of casualty insurance.

11.05 Maintenance, Repairs and Replacements.

(a) By the Board. The Association, through the Board, at its expense, shall be responsible for the maintenance, repair and replacement of the Common Elements. In addition, the Association shall maintain, repair and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association acting through the Board as part of the Common Expenses, subject to the provisions of this Declaration, the By-Laws or rules and regulations of the Association.

(b) By the Unit Owner. Except as otherwise provided in this Declaration, each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, the Limited Common Elements exclusively serving such Unit, doors appurtenant thereto, and all internal

installations of such Units including lighting fixtures and other electrical fixtures and plumbing fixtures, and any portion of any other utility service facilities located within such Unit, provided however, that such maintenance, repairs and replacements as may be required for the water, electricity and other utilities to the Units shall be furnished by the Board as part of the Common Expenses.

11.06 Negligence of Owner. If, due to the willful misconduct or negligent act or omission of a Unit Owner, Tenant, Occupant or any client, customer, guest, employee, agent or invitee of such Unit Owner, Tenant or Occupant, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance.

11.07 Alterations, Additions and Improvements. Except as herein set forth, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as made and provided in the By-Laws. Any Unit Owner may make alterations, additions and improvements within his own Unit, without the prior written consent of the Board, but such Unit Owner shall be responsible for any damage caused to other Units, the Common Elements or the Property, as a result of such alterations, additions or improvements.

11.12 Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time consistent with the provisions of this Declaration and the rules and regulations of the Association, including, without limitation, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. Each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units, as above provided) and any redecorating of the Units to the extent made necessary by any damage to the existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

11.13 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be in all respects reasonable as it affects the other Unit Owners and shall be subject to the rules and regulations of the Board. The Board shall have reasonable access to each Unit from time to time as may be necessary for the maintenance, repair and replacement of any Common Elements therein or accessible therefrom and for making emergency repairs therein to prevent damage to the Common Elements or to the Units.

ARTICLE 12

GENERAL PROVISIONS

12.01 Sale or Transfers.

a. Sale or Transfer by Owner. In the event an Unit Owner shall desire to sell, lease or otherwise transfer any interest in the same, the Owner shall cause prior written notice thereof to be served upon the Board of Managers of the Association. The notice shall specify the name and address of the prospective recipient of the interest of the Owner, and all of the terms and conditions of the contemplated sale, lease or transference of interest, and Owner shall arrange for a conference with the intended purchaser, lessee or transferee, and the Board of Managers of the Association. There shall be granted to the Association an option to acquire the interest of the Owner upon the same terms and conditions as set forth in the notice for a period of ten (10) days commencing two (2) business days after the intended purchaser, lessee or transferee of the interest of Owner shall have met with the Board of Managers or, in the event that the Association waives such meeting, two (2) business days after the Association issues a written statement waiving such meeting. Any sale, lease or transfer by an Owner of a Unit (except sales, leases or transfers by Declarant), which shall not be in strict compliance with the terms hereof, shall be voidable, and the Association shall, at its discretion) have the right and option to institute proceedings at law or in equity to set aside the conveyance, lease or other transfer by the Owner, and acquire for itself for themselves, the interest in the Unit and the Common Elements that the Unit Owner had prior to the wrongful conveyance. The cost of setting aside the wrongful conveyance, together with an attorney fee, shall be the personal obligation of the Owner effectuating the wrongful conveyance, lease or transfer of interest.

b. Transfer without Consent. Record title of any Unit Owner may be held from time to time in the name of one or more trustees acting pursuant to a trust agreement by which all powers of management, operation and control of Unit Ownership held by the trustees, remain in the trust beneficiaries or their agents: those trustees shall not personally be bound to any of the obligations of a Unit Owner hereunder, but all of the property held in any trust, and all beneficiaries of any trust shall be and remain personally subject to the terms of this Declaration. Whenever Unit Ownership is held in any land trustee (except for Ownership of Declarant), a transfer of the record title from the trustee to a successor trustee or trustees pursuant to the same trust agreement may be made without compliance with the provisions of this Section but any transfer of any beneficial interest in any trust shall be deemed to be a transfer of an interest in the Unit Ownership held of record by the trust and shall confer upon the Board of Managers of the Association the right of first refusal as provided by the terms and provisions of this Declaration.

c. Devise. Each Owner shall have, and is hereby granted, the right to, make transfers without valuable consideration of the Unit owned, or of any interest therein, to and among the members of their immediate family and to or among a trust or trustee established for the benefit of such Owner or for the benefit of members of his immediate family, either during his or her lifetime, free of restriction and without compliance with any of the terms and provisions of this Section and may, by will, devise and transfer the Unit in any manner and among any devisee or devisees as such Unit Owner shall therein determine. Any other transfer of an interest in a Unit, whether by an Owner or any family members or trusts shall be subject to and shall be made only in compliance with all of the terms and provisions contained within this Declaration.

d. Involuntary Sale. In the event that the interest of any Owner of a Unit is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through the sale shall, before taking possession of the interest so sold, give thirty (30) days prior written notice to the Board of Managers of the Association of the intention to do so, whereupon the Board of Managers acting on behalf of the Association, shall have an irrevocable option to purchase that interest at the same price for which it was

sold at the sale. If the option is not exercised by the Board of Managers of the Association within said thirty (30) days after receipt of the notice, it shall thereupon expire and the purchaser may thereafter take possession of the Unit. The Board of Managers of the Association shall be deemed to have exercised their option if they tender the required sum of money to the purchaser of the Unit within the thirty (30) day period.

e. Financing of purchase under Option. Acquisition of the interest of any Owner by operation of the provisions of this Section shall be made from funds of the Association. The members of the Board of Managers of the Association, in their discretion, may borrow money to finance the acquisition of the interest of any Owner therein authorized by this section, provided however, that no financing may be secured by an encumbrance or hypothecation of any part of the Condominium Property other than the Unit therein to be acquired.

f. Title to Acquired Interests. The interest of any Owner acquired pursuant to the terms of this Section shall be held of record in the name of the Members of the Board of Managers of the Association and their assigns or successors in office, or other such entity or Person that they designate, for the benefit of the Association. The interest therein shall be sold or leased by the Board of Managers of the Association in the manner that the Board of Managers of the Association or beneficiaries shall determine without complying with the foregoing provisions relating to right of first refusal. All proceeds of the sale and or leasing shall be deposited into the funds of the Association.

g. Remedies. Any sale, lease or transfer by an Owner not in strict compliance with the terms hereof shall be null and void and of no force and effect and the Association shall, at its election, have the right and option to institute proceedings at law or in equity to set aside the conveyance, lease or other transfer by the Owner and acquire for themselves the interest in the Unit the Owner had prior to the wrongful conveyance. All costs incurred by reason of the setting aside wrongful conveyance, together with attorney fees and interest at the rate of Nine Percent (9%) per annum shall be the personal obligation of the Owner, effectuating the wrongful conveyance, lease or transfer or interest.

h. Compliance Certificate. A certificate issued by any officer of the Association shall be conclusive evidence that an Owner has complied with the provisions of this Section 12.04.

12.02 Declarant to Act. Until such time as the Board provided for in this Declaration is formed, the Declarant shall exercise any of the powers, rights, duties and functions of the Board.

12.03 No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may occur.

12.04 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class office condominium.

12.04 Special Amendment. 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 the requirements of any agencies or entities that make, purchase, sell, insure or guarantee first mortgages covering Unit

Ownerships; (ii) to bring this Declaration into compliance with the Act; (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto; or (iv) 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. 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 and consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed a grant and acknowledgment of, and consent to the reservation of the power to Declarant to vote in favor of, make, execute and record Special Amendments. The power of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate as of the initial meeting of the Unit Owners.

12.05 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the Rule Against Perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such statutory provision shall continue only until twenty one (21) years after the death of the now living lawful descendants of George W. Bush, President of the United States of America.

12.06 Severability. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby and the remainder of the Declaration shall be construed as if such invalid part was never included therein.

12.07 Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

12.08 Headings. The headings in this Declaration are for convenience of reference only and shall not be considered in the interpretation of this Declaration.

12.09 Rights and Obligations. Each grantee by the acceptance of a deed of conveyance or 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 an interest or estate in said land and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

12.10 Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case

may be; at the following addresses:

If to the Association or Board: 1030 W. Higgins Condominium
Association
1030 W. Higgins Rd., Suite 230
Park Ridge, IL 60068

If to a Unit Owner: [Name of Unit Owner]
[Unit Designation] at
1030 W. Higgins Condominium
Park Ridge, IL 60068

or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notice to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

12.11 Delivery of Documents. Within sixty (60) days following the first meeting of the Unit Owners, the Declarant shall deliver to the Board the following:

(a) All original documents as recorded or filed pertaining to the Property, its administration and the Association, including, without limitation, the Declaration, Articles of Incorporation of the Association, other Condominium Instruments, Minutes, Annual Reports, 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 recorded or filed;

(b) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property, and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(c) Any Association funds on hand which shall have been at all times segregated from any other funds of the Declarant;

(d) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies and all tax bills; and

(e) A list of all litigation, administrative action and arbitration 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 Unit Owners, originals of all documents relating to everything listed in this subparagraph.

IN WITNESS WHEREOF, the undersigned in his capacity as Manager of SRY, LLC, an Illinois Limited Liability Company as the Declarant has caused this Declaration of Condominium to be signed as of this 12th day of October, 2006.

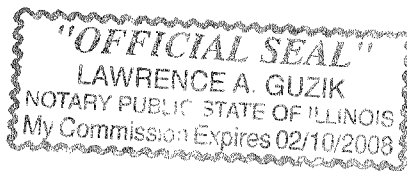
SRY, LLC ("Declarant"),
a Illinois Limited Liability Company

By: [Signature]
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.

Signed and Sealed this 12th day of OCTOBER 2006.
[Signature]
Notary Public



CONSENT BY MORTGAGEE

Amcore Bank, N.A. (the "Bank") as holder of a Mortgage and Assignment of Rents (the "Mortgage") on the Property dated May 1, 2006 and recorded May 5, 2006 as Document No. 0612542130, hereby consents to the execution and recording of the within Declaration of Condominium Ownership; Easements, Restrictions, Covenants for 1030 W. Higgins Condominium and 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 Chicago, Illinois on this 12TH day of October, 2006.

Amcore Bank, N.A.

By: David C. Rasmussen
Its: VICE PRESIDENT

STATE OF ILLINOIS)

) ss.

COUNTY OF KANE)

I, _____, a Notary Public in and for said County and State, do hereby certify that DAVID C. RASMUSSEN ~~and~~ _____, ~~and~~ _____, respectively of AMCORE BANK, N.A., as such VICE PRESIDENT ~~and~~ _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 12TH day of ~~June~~ ^{OCTOBER}, 2006.

Debbie Coates
Notary Public



CERTIFICATION OF DEVELOPER

The undersigned, in his capacity as Manager of SRY, LLC (the "Developer"), does hereby certify that each existing tenant of 1030 W. Higgins Condominium was given written notice by certified mail, return receipt requested or by personal service (the "Tenant's Notice") stating that: (i) any existing tenant's lease would be fully honored in accordance with its terms; (ii) any existing tenant would have the right of first refusal to purchase the tenant's Unit at the purchase price stated in the Tenant's Notice with such right to be exercised by any existing tenant within thirty (30) days after the date of the Tenant's Notice; and (iii) any existing Tenant would have the right of first refusal to purchase the Unit on substantially the same terms and conditions as set forth in a duly executed contract to purchase the Unit by a third party within 120 days of the date of Tenant's Notice.

Dated: October 12, 2006

Developer:
SRY, LLC

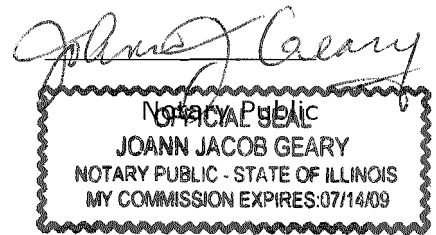
By: [Signature]
Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Joann Geary, a Notary Public in and for said County and State, do hereby certify that Ruben Ybarra in his capacity as Manager of SRY, LLC and personally known to me to be the same person appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of October, 2006.

My Commission expires:



PLAT OF SURVEY

by
Michael J. Emmert Surveys, Inc.
of

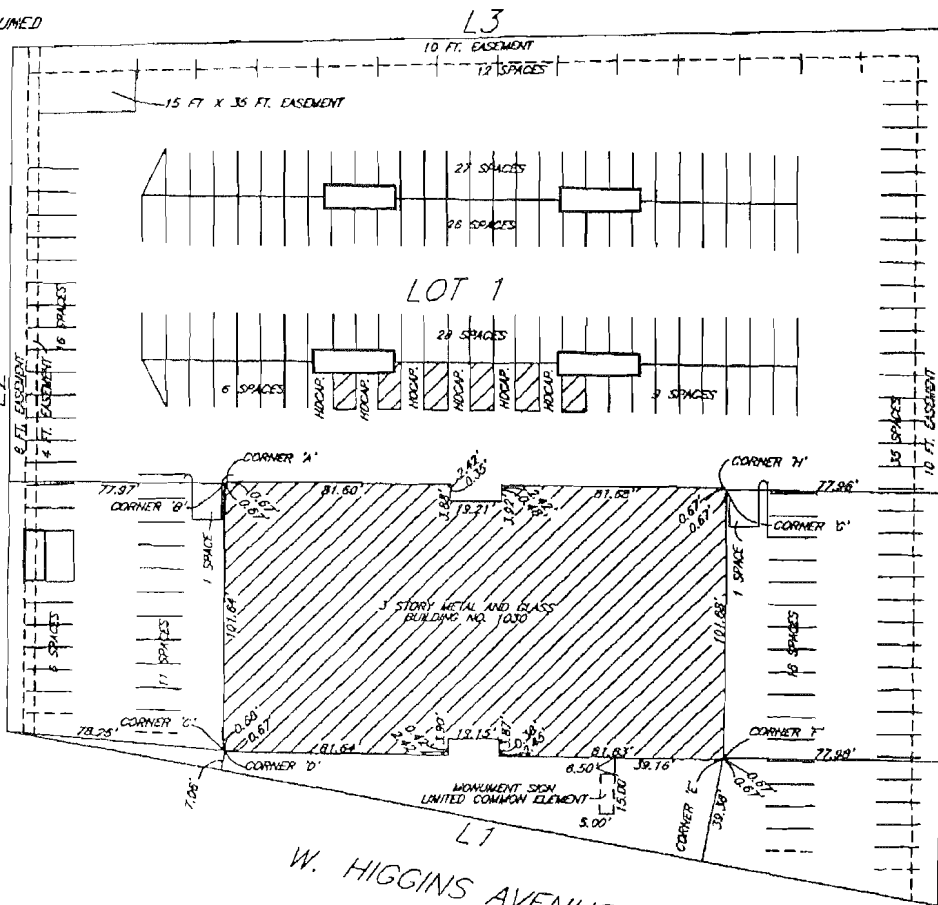
Property located at: 1030 W. HIGGINS AVENUE
Legally described as:

LOT 1 N MANU LIFE SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



1 IN. = 40 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

BASIS OF BEARINGS IS ASSUMED



COMMON ELEMENT
PARKING SUMMARY
REGULAR SPACES - 194
HANDICAP - 6
TOTAL SPACES 200

LINE TABLE

Line	Bearing	Distance	Measure
L1	N. 79°00'48"W.	344.43'	344.43'
L2	N. 00°41'43"E.	258.77'	258.77'
L3	N. 88°52'20"E.	339.16'	339.16'
L4	S. 00°42'47"W.	331.09'	331.09'

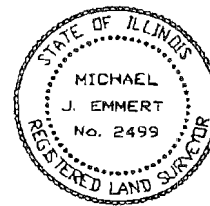
W. HIGGINS AVENUE

1030 W. HIGGINS
CONDOMINIUM
FIRST AMENDMENT
TO EXHIBIT A
PAGE 1 OF 4

State of Illinois)
County of Du page) ss

Michael J. Emmert Surveys, Inc. does hereby certify that we have prepared the plat thereon drawn and that said plat correctly represents said property. We further certify that the walls of said property and plumb and that there are no encroachments of buildings or structures from said land nor overlap of building or structures onto said land, except as noted. This Survey conforms to the requirements of 765 Ilsc 605/5 for a Condominium Survey.
Dated this 24th. day of July, 2007

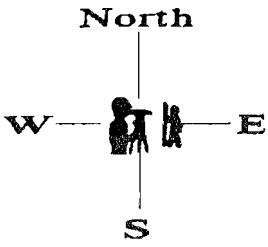
By: _____
Professional Illinois Land Surveyor No. 2499



Michael J. Emmert Surveys, Inc.
136 West Vallette Street
Suite 3
Elmhurst, Illinois 60126-4377
Office 630-516-0383
Fax 630-516-0387

PLAT OF SURVEY

by
Michael J. Emmert Surveys, Inc.



HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF FINISHED FLOOR TO BOTTOM OF SUSPENDED CEILING.
UPPER ELEVATION OF UNITS ON THIS PAGE IS + 108.53 FEET
LOWER ELEVATION OF UNITS ON THIS PAGE IS + 100.00 FEET

VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR FINISHED FACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR FINISHED FACE OF INTERIOR WALLS

ALL EXTERIOR WALLS ARE 0.58 FEET THICK (EXCEPT AS NOTED)
ALL INTERIOR WALLS ARE 0.32 FEET THICK (EXCEPT AS NOTED)

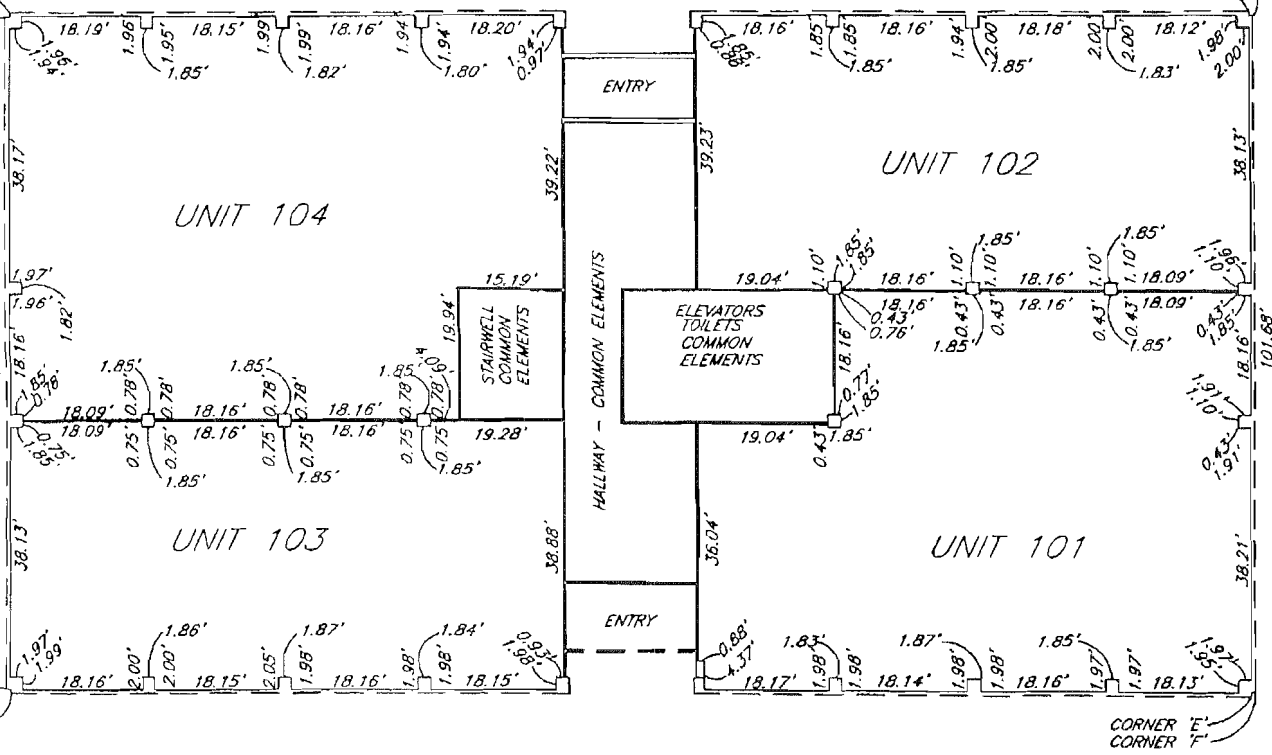
ELEVATIONS SHOWN HEREON ARE IN RELATION TO CITY OF PARK RIDGE BENCHMARK

NOTE: UNITS SHOWN HEREON ARE PROJECTIONS OF FUTURE CONSTRUCTION

1 IN. = 16 FT.
VERIFY SCALE AGAINST THIS GRAPHIC

BUILDING IS 0.00' SOUTH

CORNER 'G'
CORNER 'H'



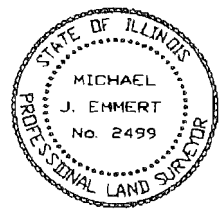
	1/8"	3/8"	1/2"	5/8"	3/4"	7/8"	
1 AND	21	22	23	24	25	26	27 = 1 INCH
2 AND	28	29	30	31	32	33	34 = 2 INCHES
3 AND	35	36	37	38	39	40	41 = 3 INCHES
4 AND	42	43	44	45	46	47	48 = 4 INCHES
5 AND	49	50	51	52	53	54	55 = 5 INCHES
6 AND	56	57	58	59	60	61	62 = 6 INCHES
7 AND	63	64	65	66	67	68	69 = 7 INCHES
8 AND	70	71	72	73	74	75	76 = 8 INCHES
9 AND	77	78	79	80	81	82	83 = 9 INCHES
10 AND	84	85	86	87	88	89	90 = 10 INCHES
11 AND	91	92	93	94	95	96	97 = 11 INCHES
12 AND	98	99	100	101	102	103	104 = 1 FOOT

1030 W. HIGGINS
CONDOMINIUM
FIRST AMENDMENT TO
EXHIBIT A
FIRST FLOOR
PAGE 2 OF 4

State of Illinois)
County of Du Page) ss.

Michael J. Emmert Surveys, Inc. does hereby certify that we have prepared the plat thereon drawn and that said plat correctly represents said property. We further certify that the walls of said property and plumb and that there are no encroachments of buildings or structures from said land nor overlap of building or structures onto said land, except as noted. This Survey conforms to the requirements of 765 Ilsc 605/5 for a Condominium Survey.
Dated this 24th day of July, 2007

By: _____
Professional Illinois Land Surveyor No. 2499



Michael J. Emmert Surveys, Inc
136 West Vallette Street
Suite 3
Elmhurst, Illinois 60126-4377
Office 630-516-0383
Fax 630-516-0387

North

PLAT OF SURVEY

by
Michael J. Emmert Surveys, Inc.



HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF FINISHED FLOOR TO BOTTOM OF SUSPENDED CEILING.
UPPER ELEVATION OF UNITS ON THIS PAGE IS + 119.89 FEET
LOWER ELEVATION OF UNITS ON THIS PAGE IS + 111.35 FEET

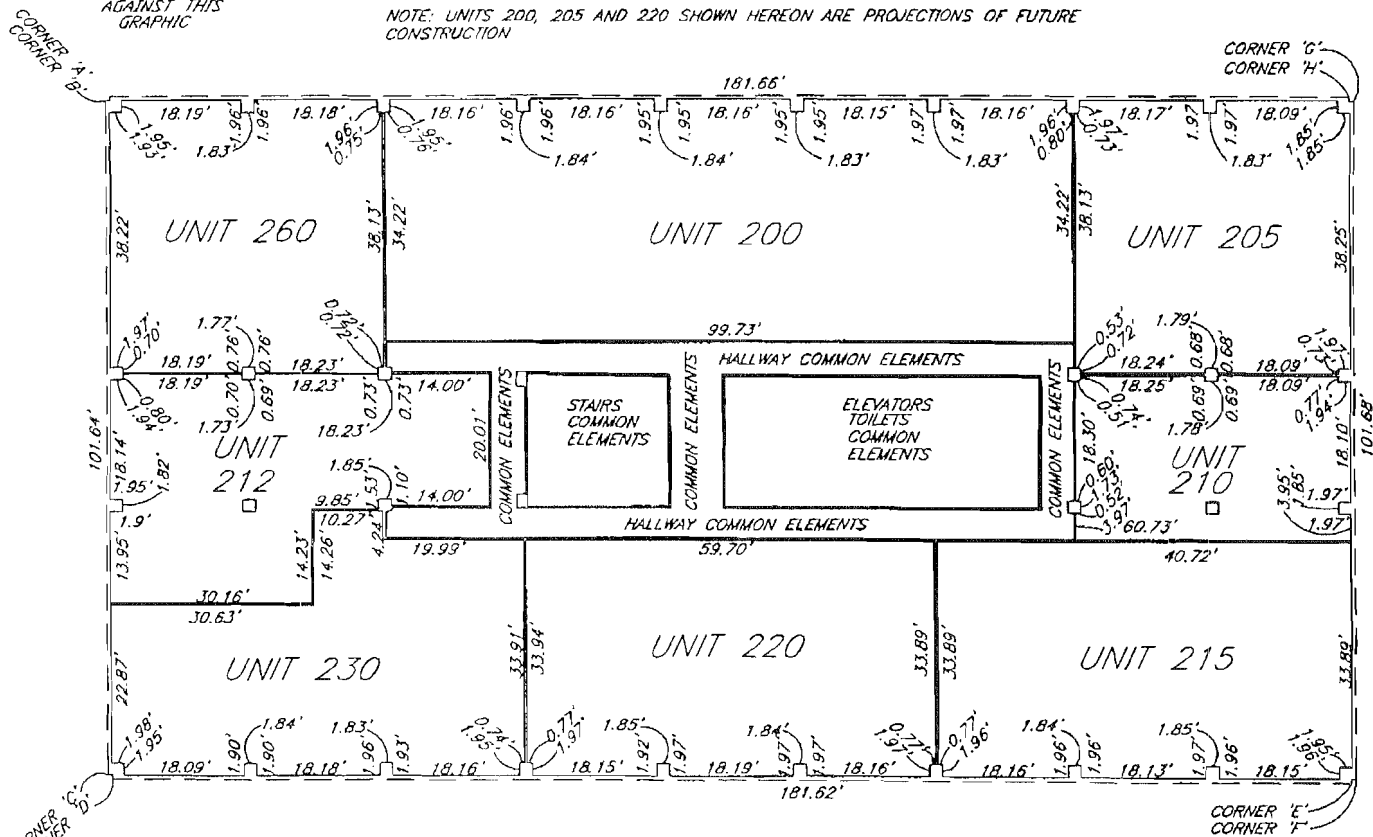
VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR FINISHED FACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR FINISHED FACE OF INTERIOR WALLS.

ALL EXTERIOR WALLS ARE 0.58 FEET THICK (EXCEPT AS NOTED)
ALL INTERIOR WALLS ARE 0.32 FEET THICK (EXCEPT AS NOTED)

ELEVATIONS SHOWN HEREON ARE IN RELATION TO CITY OF PARK RIDGE BENCHMARK

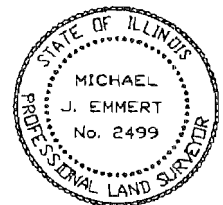
NOTE: UNITS 200, 205 AND 220 SHOWN HEREON ARE PROJECTIONS OF FUTURE CONSTRUCTION

1 IN. = 16 FT.
VERIFY SCALE AGAINST THIS GRAPHIC



	18	19	20	21	22	23	24	25	26	27
1 AND	28	29	30	31	32	33	34	35	36	37
1 AND	38	39	40	41	42	43	44	45	46	47
3 AND	48	49	50	51	52	53	54	55	56	57
3 AND	58	59	60	61	62	63	64	65	66	67
4 AND	68	69	70	71	72	73	74	75	76	77
5 AND	78	79	80	81	82	83	84	85	86	87
5 AND	88	89	90	91	92	93	94	95	96	97
6 AND	98	99	100	101	102	103	104	105	106	107
7 AND	108	109	110	111	112	113	114	115	116	117
7 AND	118	119	120	121	122	123	124	125	126	127
8 AND	128	129	130	131	132	133	134	135	136	137
8 AND	138	139	140	141	142	143	144	145	146	147
9 AND	148	149	150	151	152	153	154	155	156	157
9 AND	158	159	160	161	162	163	164	165	166	167
10 AND	168	169	170	171	172	173	174	175	176	177
10 AND	178	179	180	181	182	183	184	185	186	187
11 AND	188	189	190	191	192	193	194	195	196	197
11 AND	198	199	200	201	202	203	204	205	206	207
12 AND	208	209	210	211	212	213	214	215	216	217
12 AND	218	219	220	221	222	223	224	225	226	227
13 AND	228	229	230	231	232	233	234	235	236	237
13 AND	238	239	240	241	242	243	244	245	246	247
14 AND	248	249	250	251	252	253	254	255	256	257
14 AND	258	259	260	261	262	263	264	265	266	267
15 AND	268	269	270	271	272	273	274	275	276	277
15 AND	278	279	280	281	282	283	284	285	286	287
16 AND	288	289	290	291	292	293	294	295	296	297
16 AND	298	299	300	301	302	303	304	305	306	307
17 AND	308	309	310	311	312	313	314	315	316	317
17 AND	318	319	320	321	322	323	324	325	326	327
18 AND	328	329	330	331	332	333	334	335	336	337
18 AND	338	339	340	341	342	343	344	345	346	347
19 AND	348	349	350	351	352	353	354	355	356	357
19 AND	358	359	360	361	362	363	364	365	366	367
20 AND	368	369	370	371	372	373	374	375	376	377
20 AND	378	379	380	381	382	383	384	385	386	387
21 AND	388	389	390	391	392	393	394	395	396	397
21 AND	398	399	400	401	402	403	404	405	406	407
22 AND	408	409	410	411	412	413	414	415	416	417
22 AND	418	419	420	421	422	423	424	425	426	427
23 AND	428	429	430	431	432	433	434	435	436	437
23 AND	438	439	440	441	442	443	444	445	446	447
24 AND	448	449	450	451	452	453	454	455	456	457
24 AND	458	459	460	461	462	463	464	465	466	467
25 AND	468	469	470	471	472	473	474	475	476	477
25 AND	478	479	480	481	482	483	484	485	486	487
26 AND	488	489	490	491	492	493	494	495	496	497
26 AND	498	499	500	501	502	503	504	505	506	507
27 AND	508	509	510	511	512	513	514	515	516	517
27 AND	518	519	520	521	522	523	524	525	526	527
28 AND	528	529	530	531	532	533	534	535	536	537
28 AND	538	539	540	541	542	543	544	545	546	547
29 AND	548	549	550	551	552	553	554	555	556	557
29 AND	558	559	560	561	562	563	564	565	566	567
30 AND	568	569	570	571	572	573	574	575	576	577
30 AND	578	579	580	581	582	583	584	585	586	587
31 AND	588	589	590	591	592	593	594	595	596	597
31 AND	598	599	600	601	602	603	604	605	606	607
32 AND	608	609	610	611	612	613	614	615	616	617
32 AND	618	619	620	621	622	623	624	625	626	627
33 AND	628	629	630	631	632	633	634	635	636	637
33 AND	638	639	640	641	642	643	644	645	646	647
34 AND	648	649	650	651	652	653	654	655	656	657
34 AND	658	659	660	661	662	663	664	665	666	667
35 AND	668	669	670	671	672	673	674	675	676	677
35 AND	678	679	680	681	682	683	684	685	686	687
36 AND	688	689	690	691	692	693	694	695	696	697
36 AND	698	699	700	701	702	703	704	705	706	707
37 AND	708	709	710	711	712	713	714	715	716	717
37 AND	718	719	720	721	722	723	724	725	726	727
38 AND	728	729	730	731	732	733	734	735	736	737
38 AND	738	739	740	741	742	743	744	745	746	747
39 AND	748	749	750	751	752	753	754	755	756	757
39 AND	758	759	760	761	762	763	764	765	766	767
40 AND	768	769	770	771	772	773	774	775	776	777
40 AND	778	779	780	781	782	783	784	785	786	787
41 AND	788	789	790	791	792	793	794	795	796	797
41 AND	798	799	800	801	802	803	804	805	806	807
42 AND	808	809	810	811	812	813	814	815	816	817
42 AND	818	819	820	821	822	823	824	825	826	827
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43 AND	838	839	840	841	842	843	844	845	846	847
44 AND	848	849	850	851	852	853	854	855	856	857
44 AND	858	859	860	861	862	863	864	865	866	867
45 AND	868	869	870	871	872	873	874	875	876	877
45 AND	878	879	880	881	882	883	884	885	886	887
46 AND	888	889	890	891	892	893	894	895	896	897
46 AND	898	899	900	901	902	903	904	905	906	907
47 AND	908	909	910	911	912	913	914	915	916	917
47 AND	918	919	920	921	922	923	924	925	926	927
48 AND	928	929	930	931	932	933	934	935	936	937
48 AND	938	939	940	941	942	943	944	945	946	947
49 AND	948	949	950	951	952	953	954	955	956	957
49 AND	958	959	960	961	962	963	964	965	966	967
50 AND	968	969	970	971	972	973	974	975	976	977
50 AND	978	979	980	981	982	983	984	985	986	987
51 AND	988	989	990	991	992	993	994	995	996	997
51 AND	998	999	1000	1001	1002	1003	1004	1005	1006	1007

1030 W. HIGGINS
CONDOMINIUM
FIRST AMENDMENT TO
EXHIBIT A
SECOND FLOOR
PAGE 3 OF 4



State of Illinois)
County of Cook) ss.

Michael J. Emmert Surveys, Inc. does hereby certify that we have prepared the plat thereon drawn and that said plat correctly represents said property. We further certify that the walls of said property and plumb and that there are no encroachments of buildings or structures from said land nor overlap of building or structures onto said land, except as noted. This Survey conforms to the requirements of 765 Ilsc 605/3 for a Condominium Survey.
Dated this 24th. day of July, 2007

Michael J. Emmert Surveys, Inc
136 West Vallette Street
Suite 3
Elmhurst, Illinois 60126-4377
Office 630-516-0383
Fax 630-516-0387

By: _____
Professional Illinois Land Surveyor No. 2499

PLAT OF SURVEY

by
Michael J. Emmert Surveys, Inc.

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF FINISHED FLOOR TO BOTTOM OF SUSPENDED CEILING.
UPPER ELEVATION OF UNITS ON THIS PAGE IS + 131.33 FEET
LOWER ELEVATION OF UNITS ON THIS PAGE IS + 122.75 FEET

VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR FINISHED FACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR FINISHED FACE OF INTERIOR WALLS.

ALL EXTERIOR WALLS ARE 0.58 FEET THICK (EXCEPT AS NOTED)
ALL INTERIOR WALLS ARE 0.32 FEET THICK (EXCEPT AS NOTED)

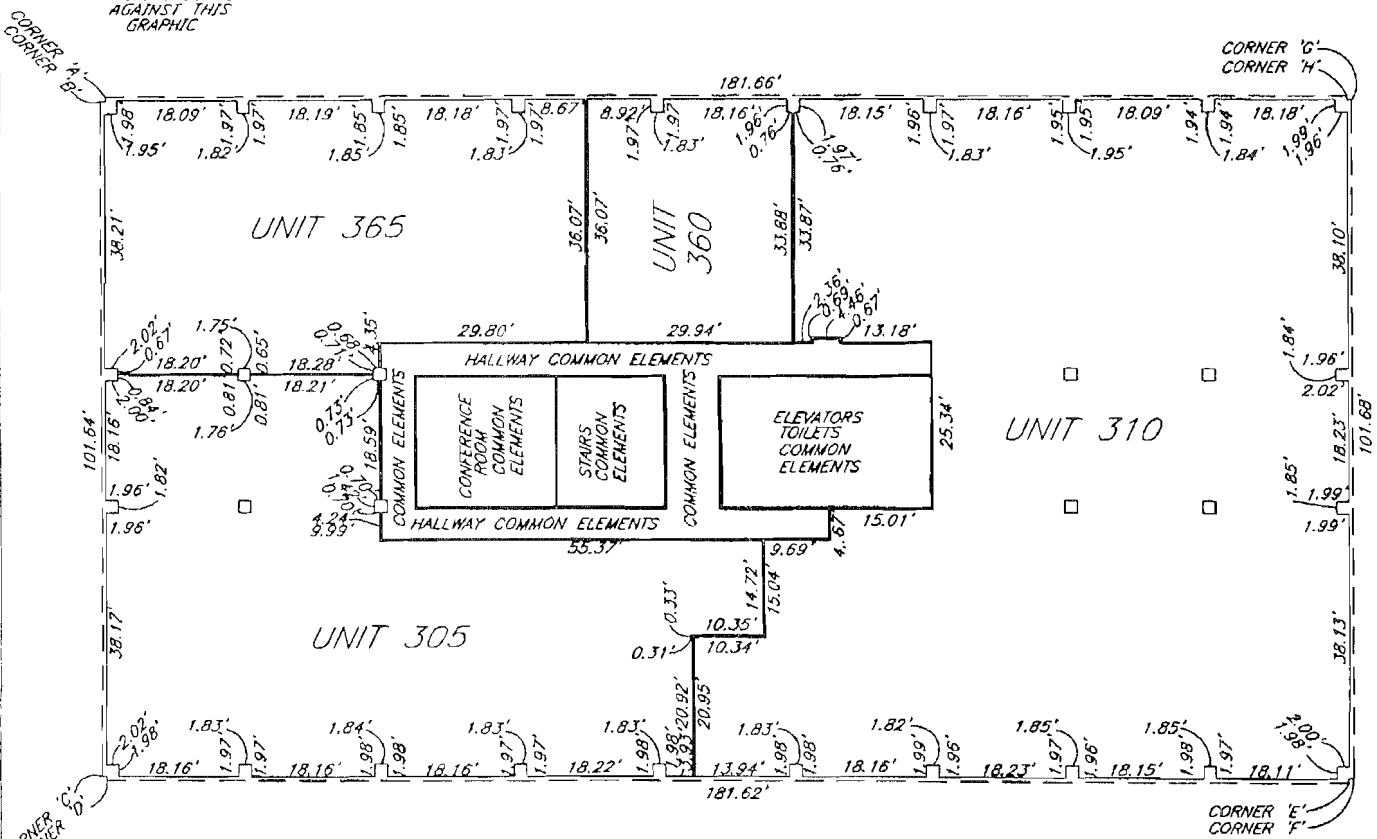
ELEVATIONS SHOWN HEREON ARE IN RELATION TO CITY OF PARK RIDGE BENCHMARK

NOTE: UNIT 305 SHOWN HEREON IS A PROJECTION OF FUTURE CONSTRUCTION

North



1 IN. = 16 FT.
VERIFY SCALE AGAINST THIS GRAPHIC



1030 W. HIGGINS
CONDOMINIUM
FIRST AMENDMENT TO
EXHIBIT A
THIRD FLOOR
PAGE 4 OF 4

	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
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1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
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1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110	112	114	116	118	120
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1 AND	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	68	70	72	74	76	78	80	82	84	86	88	90	92	94	96	98	100	102	104	106	108	110</					

EXHIBIT "C"

PERCENTAGE OF OWNERSHIP INTEREST
IN THE COMMON ELEMENTS:

<u>Unit:</u>	<u>S.F.:</u>	<u>% Ownership:</u>
101	5,091	9.40%
102	3,734	6.90%
103	3,734	6.90%
104	5,091	9.40%
200	4,161	7.70%
205	1,938	3.60%
210	1,172	2.20%
220	4,843	8.90%
230	2,252	4.10%
250	1,816	3.40%
260	1,938	3.60%