

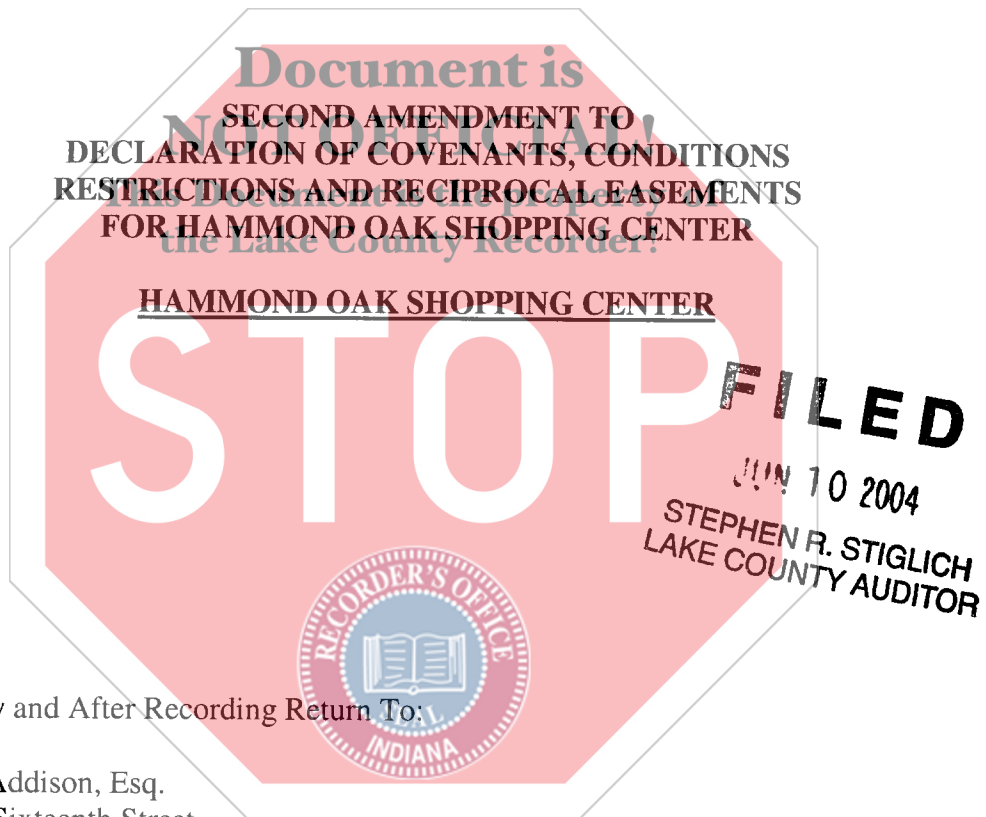
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MOBILE COUNTY RECORDER



Prepared By and After Recording Return To:

Larissa A. Addison, Esq.  
1603 West Sixteenth Street  
Oak Brook, Illinois 60523

000935

HOLD FOR MERIDIAN TITLE CORP

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MTDC

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND RECIPROCAL EASEMENTS  
FOR HAMMOND OAK SHOPPING CENTER**

**THIS SECOND AMENDMENT** (the “**Second Amendment**”) is made and entered into as of March 1, 2003 by and between Rubloff-Hammond II, L.L.C., an Illinois limited liability company (“**Rubloff Hammond II**”), Rubloff-Hammond, L.L.C., an Illinois limited liability company (“**Rubloff Hammond**”), Wal-Mart Real Estate Business Trust, a Delaware Business Trust (“**Wal-Mart**”), Dominick’s Finer Foods, LLC, a Delaware limited liability company as successor in interest to Dominick’s Finer Foods, Inc., a Delaware corporation (“**Dominick’s**”) and Inland Commercial Property Management, Inc., an Illinois corporation (“**Inland**”).

**RECITALS:**

**A.** Rubloff-Hammond, entered into that certain Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for Hammond Oak Shopping Center dated April 18, 1997 and was recorded in Lake County, Indiana on April 24, 1997, as Document No. 97025605 and re-recorded on May 6, 1997 as Document No. 97026420 (the “**Original Declaration**”);

**B.** Rubloff-Hammond II, Rubloff-Hammond, Wal-Mart and Dominick’s further amended the Original Declaration by entering into that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for Hammond Oak Shopping Center dated April 20, 1999 and recorded on April 30, 1999 as Document No. 99037126 (the “**First Amendment**”). The Original Declaration, First Amendment and this Second Amendment may be collectively referred to herein as the Declaration.;

**C.** As of the date of this Second Amendment, Inland is the Owner of Lot 1 and Dominick’s is the Primary Lessee of Lot 1, Rubloff-Hammond II is the Owner of Lots 3, 4, 6 and 7, Wal-Mart is the Owner and Occupant of Lot 8 Rubloff-Hammond, Rubloff-Hammond II, Wal-Mart, Dominick’s and Inland are sometimes collectively referred to herein as the “Parties”;

**D.** The Parties desire to further amend certain terms and conditions of the Original Declaration as set forth herein.

**E.** Capitalized terms not otherwise defined herein are given the definitions ascribed to them in the Original Declaration.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Section 4.2(b)**: Section 4.2(b) of the Original Declaration as further modified by the First Amendment shall be deleted in its entirety and the following language substituted for same:

“The total square footage of all Floor Areas of all buildings or structures on each Perimeter Lot shall not be more than allowed by all applicable laws and ordinances for the size of such Perimeter Lot. No building or structure on any Perimeter Lot shall exceed 7,500 square feet in size or exceed the greater of: (i) one (1) story in height or (ii) twenty-five (25) feet in height. No rooftop signs shall be erected on any building constructed on a Perimeter Lot. Notwithstanding anything to the contrary contained in this Paragraph 4.2(b), no building or structure on Lot #3 shall exceed 9,500 square feet in size, so long as such building or structure is constructed on Lot #3 in the location depicted on the Site Plan attached hereto and made a part hereof as Exhibit A, nor shall such building or structure exceed the greater of (i) one (1) story in height or (ii) twenty-five (25) feet in height.”.

2. **Binding Effect**: The terms, conditions and covenants of this Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

3. **Captions**: The paragraph headings herein contained are for convenience and shall not be deemed to govern or control the substance hereof.

4. **Modification**: The Declaration or this Second Amendment may not be modified or amended except by written agreement executed by the parties hereto.

5. **Governing Law**: The Declaration and this Second Amendment shall be governed and construed under the laws of the State of Indiana.

6. **Inconsistencies**: Except as modified and amended herein, the terms, conditions and covenants of the Original Declaration, as modified by the First Amendment, shall remain unchanged and otherwise in full force and effect and are hereby ratified and reaffirmed. In the event of any inconsistency between this Second Amendment, the First Amendment and the Original Declaration, the terms herein shall control.

7. **Multiple Counterparts**: This Second Amendment may be signed in multiple counterparts.

IN WITNESS WHEREOF, the Parties have set their hands as of the date set forth above.

{SIGNATURE PAGES TO FOLLOW}

RUBLOFF HAMMOND II, L.L.C., an Illinois limited liability company

BY: Robert J Brown

ITS: Member

RUBLOFF-HAMMOND, L.L.C., an Illinois limited liability company

BY: Robert J Brown

ITS: Member

STATE OF ILLINOIS )  
 )SS  
WINNEBAGO COUNTY)

I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Robert J Brown as Member of Rubloff-Hammond, L.L.C. and Rubloff Hammond II, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of October, 2003.

"OFFICIAL SEAL"  
ANITA R. BURKHOLDER  
Notary Public, State of Illinois  
My Commission Expires 6/12/2004

Anita Burkholder  
NOTARY PUBLIC

REAL ESTATE  
WAL-MART BUSINESS TRUST, a  
Delaware statutory trust

BY: Robert L Rickard

ITS: Senior Realty Manager

ATTEST:

By: D. Leann Ross

Printed Name: D. Leann Ross

Approved as to legal terms only  
by Michelle Taylor  
WAL-MART LEGAL DEPT.  
Date: 9-17-03

STATE OF ARKANSAS)

)SS  
BENTON COUNTY )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO  
HEREBY CERTIFY THAT Robert L. Rickard and D. Leann Ross,  
who acknowledged themselves to be Senior Realty Manager and Assistant Secretary  
of Wal-Mart Business Trust, a Delaware statutory business trust, and that  
they as such Senior Realty Manager and Assistant Secretary being authorized so  
to do executed the foregoing instrument for the purposes therein contained by signing the  
name of the corporation by themselves as Senior Realty Manager and  
Assistant Secretary.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal in my  
office in Benton County, the day and year last written above.

Michelle L Rhoden  
Notary Public

"NOTARY SEAL"  
Michelle L. Rhoden, Notary Public  
Benton County, State of Arkansas  
My Commission Expires 3/14/2007

**DOMINICK'S FINER FOODS, LLC**, a Delaware limited liability company, as successor in interest to **DOMINICK'S FINER FOODS, INC.**, a Delaware corporation

**BY:** *Debra Mitchell*

**ITS:** Assistant Vice President

**By:** *Marilyn K. Bromberg*  
**Its:** Assistant Secretary

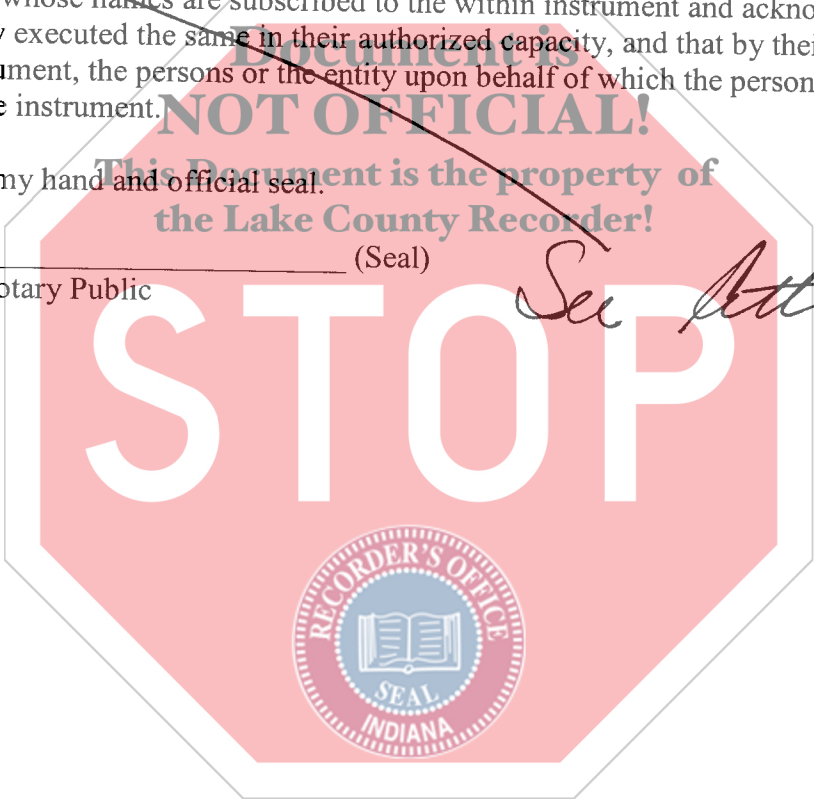
**STATE OF CALIFORNIA)**  
**)SS**  
**COUNTY OF ALAMEDA)**

On \_\_\_\_\_ before me \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)  
Notary Public

*See Attached*



ACKNOWLEDGMENT

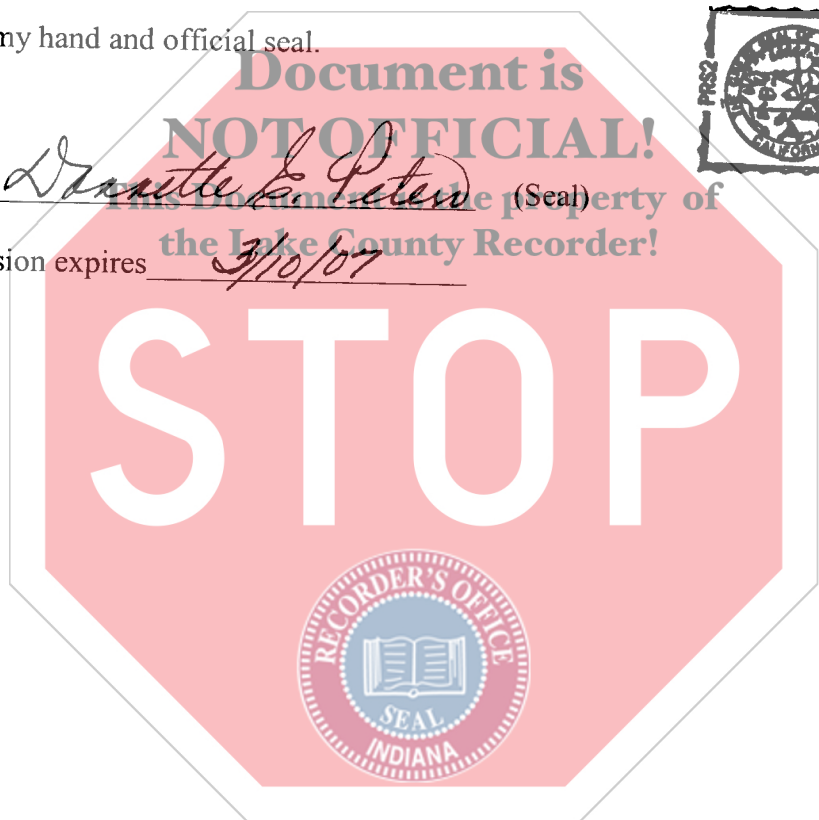
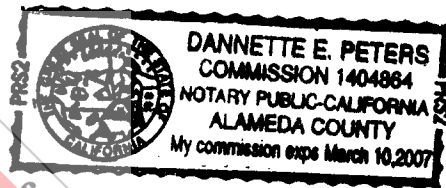
STATE OF CALIFORNIA )  
County of Alameda ) ss.

On May 26, 2004 before me, Dannette E. Peters, Notary Public, personally appeared Wendall Mitchell and Marilyn K. Beardsley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Dannette E. Peters* (Seal)

My commission expires 3/10/07







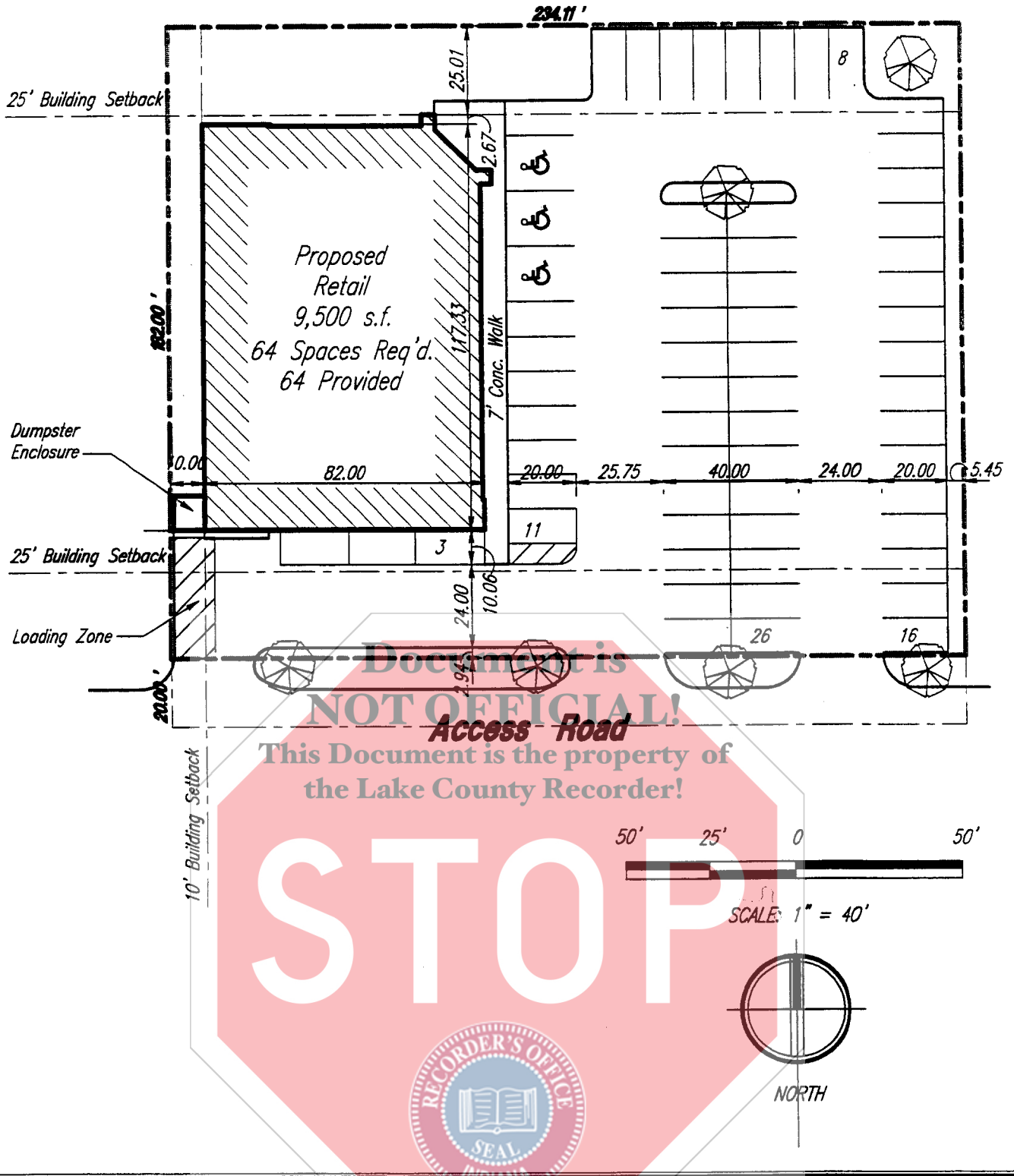


**EXHIBIT A**  
**SITE PLAN**

**SEE ATTACHED**

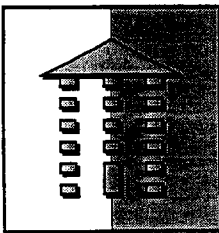


165 th Street



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STOP



**RIDGELAND ASSOCIATES INC.**

830 North Blvd.  
Oak Park  
Illinois 60301  
708.435.0300  
708.435.0305 fax



InSite Development Services, LLC  
1603 Sixteenth Street  
Oak Brook, Illinois 60521  
(630) 617-9100

PRELIMINARY PLAN FOR INFORMATIONAL PURPOSES ONLY. NOT TO BE ASSUMED AS ACCURATE FIELD CONDITIONS. FINAL LAYOUT MAY VARY.

**MURRAY'S**  
Discount Auto  
Scheme A

165 th. Street  
Hammond, Indiana

Drawing Date	9/3/03
Project Number	03111
Scale	
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