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Doc#: 0812016010 Fee: \$142.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 09:16 AM Pg: 1 of 23

**SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
For ZEN CONDOMINIUM
AND THE
ZEN CONDOMINIUM ASSOCIATION**

**This Instrument Prepared by
and after Recording Return to**

**Permanent Real Estate Tax Numbers:
17-17-220-004 through 17-17-220-007**

**Address of Property
225 S. Sangamon
Chicago, Illinois 60607-2509**

**David S. Dordek
Dordek, Rosenburg & Associates, P.C.,
8424 Skokie Boulevard, Skokie, Illinois
60077**

**Send Tax Bills to
Jackson-Sangamon, LLC
1202 West Monroe
Chicago, Illinois 60607**

\\Time1\wpdocs\Gianone-Oculus\ZEN\Seventh Amendment to Zen adding 807P69, 612P87,909P83 and Article 15 2008-04-23.wpd

RECORDING FEE \$ 142-
DATE 4-29-08 COPIES 6K
OK 89

23pgs

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**SEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
For ZEN CONDOMINIUM
AND THE
ZEN CONDOMINIUM ASSOCIATION**

THIS SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ZEN CONDOMINIUM (this "SEVENTH AMENDMENT") is made this March 3, 2008 by JACKSON-SANGAMON LLC an Illinois Limited Liability Company ("Declarant" and "Developer")

RECITALS

- I. The Declaration of Condominium for The ZEN Condominium (the "Original Declaration") was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on June 29, 2007, as Document No. 0718003072 and the First Amendment was recorded on July 11, 2007 as Document No. 0719215082 and the Second Amendment was recorded on August 1, 2007 as Document No. 0721322071 and the Third Amendment was recorded on September 17, 2007 as Document No. 0726015048 and the Fourth Amendment was recorded on October 25, 2007 as Document No. 0729815072 and the Fifth Amendment was recorded on December 12, 2007 as Document No. 0734615026, and the Sixth Amendment was recorded on March 4, 2008 as Document No. 0806406017.
- II. Capitalized terms used in this SEVENTH Amendment but not otherwise defined in this Amendment shall have the same meanings ascribed to such terms in the Declaration.
- III. Pursuant to Section 13.12 of the Declaration, Owner reserved the right to modify the Declaration to correct clerical or typographical errors in the Declaration and to amend the Plat to reflect the actual location, dimensions and elevations of those Units and Limited Common Elements located on the Property which were not substantially completed by Owner on the date of recording of the Declaration or any Amendment thereto.
- IV. Pursuant to Article 14 of the Declaration, Owner reserved the right to add-on and annex to the Property the Additional Parcel, and to reallocate percentage interests in the Common Elements by recording an amendment to the Declaration.
- V. Owner desires to add-on and annex to the Property additional residential units to the condominium, so that the Parcel is now legally described as set forth in Third Amended Exhibit D, and platted as set forth in SEVENTH Amended Exhibit B both attached hereto and made a part hereof, and to submit the new property to the provisions of the Act, and to reallocate the percentage interests of the Unit Owners in the Common Elements, as set forth in SEVENTH Amended Exhibit C, attached hereto and made part hereof, all in accordance with the provisions of Article 14 of the Declaration.

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- VI. Owner is the owner of the property which is being added.
- VII. Pursuant to Section 13.12 the Declarant has the right and power to record a Special Amendment to, *inter alia* (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act and the requirements of the Federal Government agencies above have changed and the Declarant has determined that it is necessary to add Article XV set forth below in order to be compliant with such agencies' requirements.
- VIII. Pursuant to the provisions of Section 28(e) of the Declaration, the Unit Owners and their mortgagees have consented to this SEVENTH AMENDMENT.

NOW, THEREFORE, Owner hereby declares as follows:

The foregoing recitals are hereby incorporated in and made a part of this Amendment.

1. The Plat attached as Exhibit B to the Declaration is hereby deleted and replaced by SEVENTH Amended Exhibit B
2. Exhibit C to the Declaration is hereby deleted and replaced by SEVENTH Amended Exhibit C.
3. Exhibit D to the Declaration is hereby deleted and replaced by SEVENTH Amended Exhibit D.
4. All references in Article 14 to Exhibit B as the Exhibit which reflects the Unit Owner Percentages in the Common Elements is hereby corrected to reflect Exhibit C.
5. The following Article is hereby added to the Declaration as if fully set forth therein:
ARTICLE 15
 - a. This Article is added in order to comply with FHA HUD Appendix 24 as of the date of the recording of this Article. Any construction of this Article shall be construed in such a manner that would yield compliance with the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Federal Housing Administration (FHA), the Government National Mortgage Association (GNMA), and any other public or private secondary mortgage market entity (Agencies), provided such Agency is participating in purchasing or guarantying mortgages of Units in the Property.

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- b. No material amendment shall be made to any of the Condominium Instruments without approval from Eligible Mortgagees (as hereinafter defined) representing at least 51 percent of the votes of the Units that are subject to mortgages held by Eligible Mortgagees. A change to any of the following in the Condominium Instruments shall be considered "material" for purposes of this section: (i) voting rights; (ii) the manner of computing assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation, or withdrawal of property to or from the Property; (ix) insurance; (x) rights to lease Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer the Unit; (xii) a decision by the Association to establish self-management; (xiii) restoration or repair of the Property or Building (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Instruments; (xiv) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit mortgage holders, insurers, or guarantors.
- c. First mortgagees that request the Association to notify them regarding any proposed action that requires the consent of a specified percentage of eligible mortgage holders shall be deemed "Eligible Mortgagees."
- d. The Unit Owners may not terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Property without approval of Eligible Mortgagees representing at least 67 percent of the votes of the Units that are subject to mortgages held by Eligible Mortgagees.
- e. Upon written request, any Eligible Mortgagee shall be entitled to (i) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (ii) receive a copy, within 120 days after the end of the Association's fiscal year, of the annual audited financial statement of the Association; (iii) receive written notice of all meetings of the Association and designate a representative to attend all such meetings; (iv) receive notice of any default in the obligations hereunder of the Unit Owner or Owners of a Unit or Units encumbered by a first mortgage lien if such default is not cured within any applicable grace period after notice of the default has been sent to such Unit Owner or Owners by the Association; and (v) receive notice of any material amendment to the Condominium Instruments. However, the Association's failure to provide any of the foregoing to a first mortgagee who has so requested shall not affect the validity of any action or decision related to the foregoing.
- f. Upon written request, an Eligible Mortgagee of any one or more Units shall be entitled to timely written notice in the event of any substantial damage to or destruction of such Unit or Units, or of any part of the Common Elements, or in the event that any portion or all of such Unit or Units or the Common Elements is made

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- the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. Provided that any applicable restoration provisions contained in this Declaration or in the Grant and Reservation of Easements have been complied with, no Unit Owner or other Person shall be entitled to priority over any mortgagee with respect to the distribution to such Unit Owner or other Person, with respect to such Unit, of any insurance proceeds payable by reason of the damage or destruction or the proceeds of any condemnation award or settlement.
- g. The provisions hereof are in addition to any other rights of mortgagees contained herein or under applicable law.
 - h. When notice is to be given to any Eligible Mortgagee hereunder, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Federal Housing Administration (FHA), the Government National Mortgage Association (GNMA), and any other public or private secondary mortgage market entity (Agencies), provided such Agency is participating in purchasing or guarantying mortgages of Units in the Property and further provided that the Board has notice of such participation by the Agency to be notified.
 - i. In the event approval of any Eligible Mortgagee is required hereunder, such approval shall be deemed to have been received by the Association in the event no written notice providing disapproval is received from such Eligible Mortgagee within 30 days after a written request for approval is sent to the Eligible Mortgagee by registered or certified mail, return receipt requested.
 - j. Upon written request by any holder, insurer, or guarantor of a first mortgage for an audited financial statement for the preceding fiscal year, the Association shall cooperate to obtain such a statement at the expense of such holder, insurer, or guarantor within 120 days after the end of such fiscal year.
 - k. Upon written request by the holder, insurer, or guarantor of the mortgage on any Unit, provided that such request states the name and address of the holder, insurer, or guarantor and the unit number of the Unit on which it holds, insures, or guarantees the mortgage, the Association shall provide timely written notice to such party of (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees pursuant to subsection (a) or (c) above.
 - l. No provision in the Condominium Instruments shall be construed to give a Unit Owner or any other party priority over the rights of any first mortgagee of a Unit with respect to distribution by the Association of insurance proceeds or a condemnation award for losses to or a taking of condominium Units and/or Common Elements.

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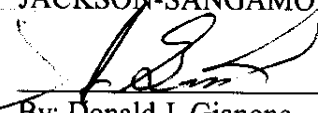
- m. all improvements on the property to be added shall be substantially completed before such property is added to the existing condominium.
6. The Declaration, as modified and amended by this SEVENTH AMENDMENT and all prior Amendments, is hereby ratified and confirmed, and is in full force and effect.
[SIGNATURE PAGES FOLLOW]

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Declarant's Signature

IN WITNESS whereof, Jackson-Sangamon, LLC., an Illinois Limited Liability Company has caused its name to be signed to these presents by its Manager, this 27 Day of August, 2008.
JACKSON-SANGAMON, LLC

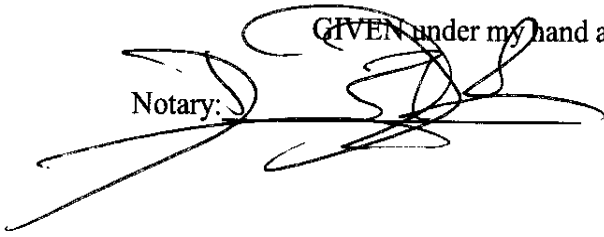

By: Donald J. Gianone
Its: Manager

ACKNOWLEDGMENT

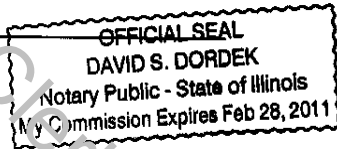
State of Illinois }
 }
County of Cook }

SS

I, DAVID S. DORDEK, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Donald J. Gianone, as Manager of Jackson-Sangamon, LLC, an Illinois Limited Liability Company, 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 to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said Limited Liability Company and as (his/her/their) own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27 day of August, 2008.
Notary: 

Affix Seal:




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Consent of Mortgagee

THE PRIVATE BANK AND TRUST COMPANY holder of the mortgage on the Property dated November 28, 2005 and recorded on December 1, 2005, as document no 0533527082, hereby consents to the execution and recording of the within **AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR ZEN CONDOMINIUM AND ZEN CONDOMINIUM ASSOCIATION**

In witness whereof the undersigned, a(n) John J. Presberg, Managing Director has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf; all done at Lake Forest, Illinois on this 24TH Day of APRIL, 2008.

THE PRIVATE BANK AND TRUST COMPANY


By: John J. Presberg
Its: Managing Director

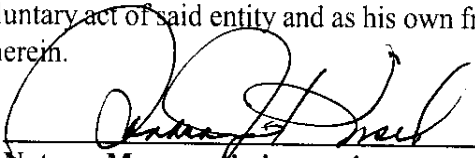
ACKNOWLEDGMENT

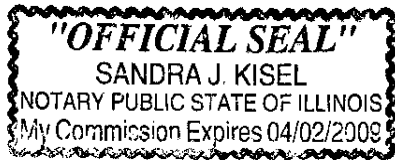
State of Illinois

County of Cook

I, Sandra J. Kisel Notary Public, in and for the County and State aforesaid, DO

HEREBY CERTIFY that John J. Presberg, as Managing Director of The Private Bank and Trust Company, personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged to me that (he/she/they) being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said entity and as his own free and voluntary act for the uses and purposes set forth therein.


Notary, My commission expires 04.02.2009



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EXHIBIT C Unit Owner's percentage of ownership in the Common Elements

<u>Unit #</u>	<u>Percent Ownership</u>
301	1.4900%
302	1.1834%
303	1.1692%
304	1.1456%
305	1.1221%
306	1.4805%
307	1.5843%
308	1.3862%
309	1.3862%
310	1.3862%
311	1.3862%
402	1.1079%
403	1.0938%
404	1.0702%
405	1.0466%
406	1.4947%
407	1.5182%
408	1.3201%
409	1.3201%
410	1.3201%
411	1.3201%
412	1.5371%
501	1.5748%
502	1.1268%
503	1.1126%
504	1.0890%
505	1.0555%
506	1.5135%
507	1.5371%
508	1.3390%
509	1.3390%
510	1.3390%
511	1.3390%
601	1.5984%
602	1.1456%
603	1.1315%
604	1.1079%
605	1.0843%
607	1.5560%
608	1.3579%
609	1.3579%

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<u>Unit #</u>	<u>Percent Ownership</u>
610	1.3579%
611	1.3579%
612	1.5748%
701	1.6314%
702	1.1692%
703	1.1551%
704	1.1315%
705	1.1079%
706	1.5560%
707	1.5796%
708	1.3815%
709	1.3815%
710	1.3815%
711	1.3815%
802	1.1928%
804	1.1645%
805	1.1315%
806	1.5796%
807	1.6031%
808	1.4050%
810	1.4050%
811	1.4050%
906	1.6079%
908	1.4333%
909	1.4333%
910	1.4333%
911	1.4333%
P-4	0.1391%
P-5	0.1391%
P-6	0.1391%
P-7	0.1391%
P-8	0.1391%
P-9	0.1391%
P-10	0.1391%
P-11	0.1391%
P-12	0.1391%
P-13	0.1391%
P-16	0.1391%
P-17	0.1391%
P-18	0.1391%
P-19	0.1391%
P-20	0.1391%

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<u>Unit #</u>	<u>Percent Ownership</u>
P-21	0.1391%
P-22	0.1391%
P-23	0.1391%
P-24	0.1391%
P-25	0.1391%
P-26	0.1391%
P-27	0.1391%
P-28	0.1391%
P-29	0.1391%
P-30	0.1391%
P-31	0.1391%
P-35	0.1391%
P-37	0.1391%
P-38	0.1391%
P-36	0.1391%
P-39	0.1391%
P-40	0.1391%
P-42	0.1391%
P-43	0.1391%
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P-56	0.1391%
P-57	0.1391%
P-58	0.1391%
P-59	0.1391%
P-60	0.1391%
P-64	0.1391%
P-66	0.1391%
P-67	0.1391%
P-68	0.1391%
P-69	0.1391%
P-70	0.1391%
P-72	0.1391%

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<u>Unit #</u>	<u>Percent Ownership</u>
P-73	0.1391%
P-80	0.1391%
P-82	0.1391%
P-83	0.1391%
P-84	0.1391%
P-85	0.1391%
P-86	0.1391%
P-87	0.1391%
TOTAL	100.0000%

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EXHIBIT D Legal Description of Condominium Property

Units: 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 601, 602, 603, 604, 605, 607, 608, 609, 610, 611, 612, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 802, 804, 805, 806, 807, 808, 810, 811, 906, 908, 909, 910, 911 P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-35, P-36, P-37, P-38, P-39, P-40, P-42, P-43, P-44, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-64, P-66, P-67, P-68, P-69, P-70, P-72, P-73, P-80, P-82, P-83, P-84, P-85, P-86 and P-87 IN ZEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CONDOMINIUM PARCEL 1

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.18 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 59.00 FEET; THENCE NORTH 00°00'35" EAST, 36.00 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 27.00 FEET; THENCE SOUTH 89°58'15" WEST, 1.66 FEET; THENCE NORTH 00°00'35" EAST, 17.25 FEET; THENCE SOUTH 89°58'15" WEST, 5.53 FEET; THENCE NORTH 00°00'35" EAST, 18.75 FEET; THENCE SOUTH 89°58'15" WEST, 42.31 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°00'35" WEST, ALONG THE WEST LINE OF SAID TRACT, 99.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM PARCEL 2

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 59.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'35" EAST, 36.00 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 27.00 FEET; THENCE SOUTH 89°58'15" WEST, 1.66 FEET; THENCE NORTH 00°00'35" EAST, 17.25 FEET; THENCE SOUTH 89°58'15" WEST, 5.53 FEET; THENCE NORTH 00°00'35" EAST, 18.75 FEET; THENCE SOUTH 89°58'15" WEST, 42.31 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'35" EAST, ALONG THE WEST LINE OF SAID TRACT, 71.67 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°59'51" EAST, ALONG THE NORTH LINE OF SAID TRACT, 126.14 FEET TO THE NORTHEAST CORNER THEREOF; THENCE

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SOUTH 00°00'04" WEST, ALONG THE EAST LINE OF SAID TRACT, 170.60 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°58'15" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 67.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM PARCEL 3A

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.87 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 45.59 FEET; THENCE NORTH 00°10'50" WEST, 25.57 FEET; THENCE NORTH 89°49'10" EAST, 13.49 FEET; THENCE NORTH 00°00'35" EAST, 10.39 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 17.95 FEET; THENCE SOUTH 89°49'10" WEST, 49.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°00'35" WEST, 53.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM PARCEL 3B

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "A", "B" AND "C" AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 45.59 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO HORIZONTALLY POINT "A" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°10'50" WEST, 25.57 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "B" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 89°49'10" EAST, 13.49 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "C" WHICH HAS AN ELEVATION OF +26.22 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°00'35" WEST, 25.61 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89°58'15" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 13.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONDOMINIUM PARCEL 3C

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE

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NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "D", "E" AND "F" AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 59.00 FEET; THENCE NORTH 00°00'35" EAST, 36.00 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 17.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO HORIZONTALLY POINT "D" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°00'35" EAST, 9.05 FEET; THENCE SOUTH 89°58'15" WEST, 1.66 FEET; THENCE NORTH 00°00'35" EAST, 17.25 FEET; THENCE SOUTH 89°58'15" WEST, 5.53 FEET; THENCE NORTH 00°00'35" EAST, 18.75 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "E" WHICH HAS AN ELEVATION OF +29.61 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 89°58'15" WEST, 42.31 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING ALSO HORIZONTALLY POINT "F" WHICH HAS AN ELEVATION OF +29.61 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°00'35" WEST, ALONG THE WEST LINE OF SAID TRACT, 45.18 FEET; THENCE NORTH 89°49'10" EAST, 49.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOT INCLUDED - RETAIL PARCEL 1A

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -26.87 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.18 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 45.59 FEET; THENCE NORTH 00°10'50" WEST, 25.57 FEET; THENCE NORTH 89°49'10" EAST, 13.49 FEET; THENCE NORTH 00°00'35" EAST, 10.29 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 17.95 FEET; THENCE SOUTH 89°49'10" WEST, 49.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE SOUTH 00°00'35" WEST, 53.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOT INCLUDED - RETAIL PARCEL 1B

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "A", "B" AND "C" AND

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LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.18 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 45.59 FEET TO THE POINT OF BEGINNING SAID POINT BEING ALSO HORIZONTALLY POINT "A" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°10'50" WEST, 25.57 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "B" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 89°49'10" EAST, 13.49 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "C" WHICH HAS AN ELEVATION OF +26.22 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°00'35" WEST, 25.61 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89°58'15" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 13.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOT INCLUDED - RETAIL PARCEL 1C

THAT PART OF LOTS 9, 10, 11 AND THE SOUTH 25.00 FEET OF LOT 12 IN BLOCK 13 IN DUNCAN'S ADDITION TO CHICAGO A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "D", "E" AND "F" AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.18 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89°58'15" EAST, ALONG THE SOUTH LINE THEREOF, 59.00 FEET; THENCE NORTH 00°00'35" EAST, 36.00 FEET; THENCE SOUTH 89°58'15" WEST, 9.50 FEET; THENCE NORTH 00°00'35" EAST, 17.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO HORIZONTALLY POINT "D" WHICH HAS AN ELEVATION OF +26.87 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°00'35" EAST, 9.05 FEET; THENCE SOUTH 89°58'15" WEST, 1.66 FEET; THENCE NORTH 00°00'35" EAST, 17.25 FEET; THENCE SOUTH 89°58'15" WEST, 5.53 FEET; THENCE NORTH 00°00'35" EAST, 18.75 FEET TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "E" WHICH HAS AN ELEVATION OF +29.61 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 89°58'15" WEST, 42.31 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING ALSO HORIZONTALLY POINT "F" WHICH HAS AN ELEVATION OF +29.61 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 00°00'35" WEST, ALONG THE WEST LINE OF SAID TRACT, 45.18 FEET; THENCE NORTH 89°49'10" EAST, 49.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0718003072 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

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Permanent Real Estate Tax Numbers: 17-17-220-004 through 17-17-220-007
Address of Property: 225 S. Sangamon, Chicago, Illinois 60607-2509


\\Time1\wpdocs\Gianone-Oculus\ZEN\Seventh Amendment to Zen adding 807P69, 612P87,909P83 and Article 15 2008-04-23.wpd

Property of Cook County Clerk's Office

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EXHIBIT

ATTACHED TO


Doc#: 0812016010 Fee: \$142.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 09:16 AM Pg: 1 of 23

DOCUMENT

SEE PLAT INDEX