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LIS PENDENS NOTICE

In the Circuit Court of Cook County
County Department, Chancery Division

PETER COURI, PHILIP DOMENICO,)
VICTOR KOPIDLANSKY AND)
DIANA KOPIDLANSKY, JAMES)
JURTH, DAVID MCMURRAY, JOHN)
WALSH and 1700-08 WEST CHICAGO)
AVENUE CONDOMINIUM)
ASSOCIATION, individually and as a)
representative of its members and all others)
similarly situated)

Plaintiffs,)

vs.)

ALEXANDER BOLTIN, EDWARD)
NAVARRO, and UKRAINIAN VILLAGE)
DEVELOPMENT GROUP, INC., an)
Illinois Corporation)

Defendants.)

Case No. 04 CH 06588



Doc#: 0413344057
Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 05/12/2004 01:36 PM Pg: 1 of 10

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled cause was filed on the 19th day of April, 2004, and is now pending in said Court; a copy of the Verified Complaint is attached hereto. The property which may be affected by said cause is described as follows:

LOTS 4 AND 5 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF CHICAGO AVENUE) IN BLOCK 22 IN JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-06-438-040-1006
Commonly known as: 1700 West Chicago Avenue, Chicago, Illinois
P.I.N.: 17-06-438-040-1011
Commonly known as: 1700 West Chicago Avenue, Chicago, Illinois
P.I.N.: 17-06-438-040-1001
Commonly known as: 1700 West Chicago Avenue, Chicago, Illinois

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P.I.N.: 17-06-438-040-1002
 Commonly known as: 1702 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1007
 Commonly known as: 1702 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1012
 Commonly known as: 1702 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1008
 Commonly known as: 1704 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1013
 Commonly known as: 1704 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1003
 Commonly known as: 1704 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1009
 Commonly known as: 1706 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1014
 Commonly known as: 1706 West Chicago Avenue, Chicago, Illinois

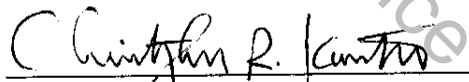
P.I.N.: 17-06-438-040-1004
 Commonly known as: 1706 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1010
 Commonly known as: 1708 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1015
 Commonly known as: 1708 West Chicago Avenue, Chicago, Illinois

P.I.N.: 17-06-438-040-1005
 Commonly known as: 1708 West Chicago Avenue, Chicago, Illinois

Prepared By/Mail To:
 Atty No. 36564
 Name: Christopher R. Karsten
 Attorney for: Plaintiffs
 Address: 150 N. Wacker Dr. #1550
 City/State/Zip Chicago, IL 60606
 Telephone: 312-422-9999


 Christopher R. Karsten



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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

PETER COURI, PHILIP DOMENICO,)
 VICTOR KOPIDLANSKY AND)
 DIANA KOPIDLANSKY, JAMES)
 JURTH, DAVID MCMURRAY, JOHN)
 WALSH and 1700-08 WEST CHICAGO)
 AVENUE CONDOMINIUM)
 ASSOCIATION, individually and as a)
 representative of its members and all others)
 similarly situated)

Plaintiffs,)

vs.)

ALEXANDER BOLTIN, EDWARD)
 NAVARRO, and UKRAINIAN VILLAGE)
 DEVELOPMENT GROUP, INC. an)
 Illinois Corporation)

Defendants.)

Case No. **04CH06588**

VERIFIED COMPLAINT

Plaintiffs, PETER COURI, PHILIP DOMENICO, VICTOR KOPIDLANSKY AND DIANA KOPIDLANSKY, JAMES JURTH, DAVID MCMURRAY, JOHN WALSH and 1700-08 WEST CHICAGO AVENUE CONDOMINIUM ASSOCIATION, individually and as a representative of all others similarly situated, by their attorneys, Christopher R. Karsten and DALEY & MOHAN, P.C., for, and complaining against defendants ALEXANDER BOLTIN, EDWARD NAVARRO and UKRAINIAN VILLAGE DEVELOPMENT GROUP, INC., an Illinois Corporation, state as follows:

PARTIES AND BACKGROUND FACTS

1. Plaintiff, 1700-08 WEST CHICAGO AVENUE CONDOMINIUM ASSOCIATION ("Association"), is an incorporated Illinois Association, suing

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individually and also as a representative of all of its members and all others similarly situated. The Association and its members own units at a condominium known as 1700-08 WEST CHICAGO AVENUE CONDOMINIUM ("Condominium") located at 1700-1708 West Chicago Avenue, City of Chicago, County of Cook, State of Illinois.

2. Plaintiffs, PETER COURI, PHILIP DOMENICO, VICTOR KOPIDLANSKY AND DIANA KOPIDLANSKY, JAMES JURTH, DAVID MCMURKAY and JOHN WALSH are individuals who purchased units at the Condominium in 2002 and 2003.

3. Defendant, UKRAINIAN VILLAGE DEVELOPMENT GROUP, INC. ("UVDG"), is an Illinois Corporation, with its principal place of business located in Illinois, in the County of Cook.

4. ALEXANDER BOLTIN ("BOLTIN") is a principal of UVDG and is a resident and citizen of the State of Illinois.

5. EDWARD NAVARRO ("NAVARRO") is a principal of UVDG and is a resident and citizen of the State of Illinois.

6. At all times relevant to the issues in this Complaint BOLTIN and NAVARRO operated and controlled defendant UVDG without regard to the supposed financial separation of this so-called independent entity, providing sales assistance and financial support to and for UVDG, and engaging in other activities without which UVDG could not have operated as a purportedly independent entity.

7. As a result of the matters set forth in paragraph 6 above, UVDG was the alter ego of BOLTIN and NAVARRO, had no separate and independent existence, and

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the conduct and liabilities of UVDG are and should be considered as the conduct and/or liabilities of defendants BOLTIN and NAVARRO.

COUNT I

DECLARATORY RELIEF

8. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 7 as this paragraph of Count I as if fully set forth herein.

9. The nature of this Count is a proceeding for declaratory relief under 735 ILCS 5/2-701 for the purpose of determining a question in actual controversy between the parties concerning the existence of written contracts.

10. On or about December, 2002 and thereafter, plaintiffs PETER COURI, PHILIP DOMENICO, VICTOR KOPIDLANSKY AND DIANA KOPIDLANSKY, JAMES JURTH, DAVID MCMURRAY and JOHN WALSH and defendants UVDG, BOLTIN and NAVARRO entered into written agreements which provided that UVDG shall accept liability and be solely responsible for all real estate taxes for the tax year 2002 upon the property of the Condominium, and shall indemnify said plaintiffs from any responsibility or liability for 2002 real estate taxes upon the property of the Condominium.

11. In particular, and as an example of the agreements entered into between defendants and plaintiffs, in December, 2000, plaintiff PHILIP DOMENICO and defendants UVDG, BOLTIN and NAVARRO entered into a written agreement which provided that UVDG "shall be solely responsible for payment of all real estate taxes for [the Condominium] and shall indemnify [plaintiffs] from responsibility or liability from the same for the following tax periods: All real estate taxes levied upon the property for

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the tax years 2002 and prior years thereto.” A copy of this agreement is attached to this Complaint as Exhibit “A” and incorporated herein by reference.

12. Defendants UVDG, BOLTIN and NAVARRO entered into nearly identical agreements with plaintiffs PETER COURI, VICTOR KOPIDLANSKY AND DIANA KOPIDLANSKY, JAMES JURTH, DAVID MCMURRAY and JOHN WALSH who purchased Condominium units from said defendants.

13. Since the purchase of the Condominium units by the plaintiffs, real estate taxes for the year 2002 have been assessed for the Condominium property (for which there was one Property Index Number at that time – 17-06-438-023-0000). The second installment amount of these taxes was \$63,188.06. Currently, with late penalties, the amount owing on the second installment of the 2002 real estate taxes is \$68,874.98.

14. On numerous occasions, plaintiffs have demanded that defendants pay the amount owing on the 2002 real estate taxes for the Condominium. Defendants have refused and continue to refuse to honor their contractual obligations by paying these taxes.

15. An actual controversy has arisen and now exists between the plaintiffs and defendants regarding their respective rights and duties under the agreements. Plaintiffs contend that defendants UVDG, BOLTIN and NAVARRO are contractually obligated to pay all 2002 real estate taxes assessed for the property of the Condominium. Defendants contend that they are not obligated to pay these real estate taxes and, despite numerous requests to do so, have refused to pay these taxes.

16. Plaintiffs desire a judicial determination of plaintiffs’ rights and duties, and a declaration as to the validity of the agreements, and whether defendants are

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obligated to perform the act specified in the agreements, namely, pay the outstanding 2002 real estate taxes for the Condominium, as alleged herein.

17. A judicial determination is necessary and appropriate at this time under all the circumstances so that plaintiffs may determine plaintiffs' rights and duties under the agreements.

18. Furthermore, losses have been accruing and will continue to accrue due to the uncertainty resulting from the controversy.

WHEREFORE, plaintiffs request judgment as follows:

- (i) Adjudging and declaring the rights of plaintiffs and defendants under the agreements with respect to the matters set forth in this Complaint;
- (ii) Adjudging and declaring that the defendants are obligated to pay the full amount owing on the 2002 real estate taxes of the Condominium;
- (ii) Costs of suit; and
- (iii) Such other and further relief as the Court deems just and proper.

COUNT II

BREACH OF CONTRACT

19. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 18 as this paragraph of Count I as if fully set forth herein.

20. On or about December, 2002, plaintiffs and defendants entered into written agreements that provided that UVDG "shall be solely responsible for payment of all real estate taxes for [the Condominium] and shall indemnify [plaintiffs] from responsibility or liability from the same for the following tax periods: All real estate

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taxes levied upon the property for the tax years 2002 and prior years thereto." See, Exhibit A.

21. The consideration set forth in the agreements was fair and reasonable.

22. Plaintiffs have performed all conditions, covenants and promises required on their part to be performed in accordance with the terms and conditions of the agreements.

23. Despite repeated requests by plaintiffs, or their duly authorized representatives, defendants breached the agreements by failing to pay all real estate taxes levied upon the property of the Condominium for the tax year 2002.

24. By reason of defendants' breach of the agreements, the plaintiffs have suffered damages, including, but not limited to, increased interest and penalties on outstanding real estate taxes, inability to refinance their mortgages due to the outstanding tax delinquency, and an imminent tax sale for the unpaid 2002 real estate taxes, as well as other further damages.

WHEREFORE, plaintiffs pray judgment against defendants as follows:

- (i) For compensatory damages in the sum of \$68,874.98, including prejudgment interest;
- (ii) For costs of suit herein incurred and such other and further relief as the Court deems just and proper.

COUNT III

FRAUD

25. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 24 as this paragraph of Count III as if fully set forth herein.

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26. At the time BOLTIN, NAVARRO and/or UVDG were negotiating with the plaintiffs for the sale of the units, they knew that plaintiffs were concerned about the payment of the Condominium's real estate taxes for the year 2002.

27. In order to induce the plaintiffs to purchase the units, BOLTIN, NAVARRO and/or UVDG, either alone or through their agents, servants or representatives, falsely and fraudulently misrepresented at various times during the course of negotiations for the sale of certain units of the Condominium, that they would pay the real estate taxes assessed against the Condominium for the full tax year of 2002.

28. In reliance upon these material factual misrepresentations, the plaintiffs purchased various units of the Condominium.

29. These material factual misrepresentations were false when made.

30. The defendants knew or should have known that the representations were false and they were made with the intent to defraud the plaintiffs.

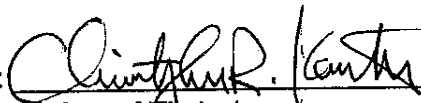
31. As a result of these misrepresentations the plaintiffs have sustained substantial loss and damage.

WHEREFORE, the plaintiffs request that this Court determine that BOLTIN, NAVARRO and/or UVDG, their agents, servants or representatives made misrepresentations of material facts to the plaintiffs, and award to the plaintiffs damages, prejudgment interest, costs, and any other relief that this Court deems appropriate.

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Respectfully submitted,

PETER COURI, PHILIP DOMENICO,
VICTOR KOPIDLANSKY AND
DIANA KOPIDLANSKY, JAMES
JURTH, DAVID MCMURRAY, JOHN
WALSH and 1700-08 WEST CHICAGO
AVENUE CONDOMINIUM
ASSOCIATION, individually and as a
representative of its members and all others
similarly situated

By: 
One of Their Attorneys

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