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Cook County Recorder of Deeds  
Date: 10/25/2007 01:46 PM Pg: 1 of 5

Michael C. Kim & Associates  
19 S. LaSalle Street  
Suite 303  
Chicago, Illinois 60603

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LIEN

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

BOARD OF MANAGERS OF  
STAR TOWER CONDOMINIUM  
ASSOCIATION,  
an Illinois Not-for-Profit Corporation.

Claimant,

v.

MICHAEL HINES & LEETA CONNER

Defendant,

)  
)  
)  
)  
) Claim for the lien in the amount of \$2,604.94  
) plus additional unpaid assessments which  
) hereafter become due and owing and  
) attorneys fees and costs.  
)  
)  
)  
)  
)

CLAIMANT, BOARD OF MANAGERS OF STAR TOWER CONDOMINIUM ASSOCIATION ("Association"), an Illinois not-for-profit corporation, hereby files a Claim for Lien against certain property owned by the Defendant, MICHAEL HINES & LEETA CONNER, of Cook County, Illinois and states as follows:

As of the date hereof, the said Defendants owned or claimed an interest in the following described property located in the Association, to-wit:

See Legal Description & Pin Attached Hereto As Exhibit A.

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The said property is subject to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for the Association recorded as Document No. 0416734054 in the Office of the Recorder of Deeds of Cook County, Illinois, on the 15th day of June 2004. Article VI Section 6.8 of said Declaration and Section 9(g) (1) of the Illinois Condominium Property Act provide for the creation of a lien for the Defendants' unpaid assessments and fines or other lawful charges, together with interest, late charges, reasonable attorney's fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Directors, or any applicable statute or ordinance, and costs of collection, and other lawful charges.

The balance of the Defendants' unpaid assessments and fines or other lawful charges together with interest, late charges, reasonable attorney's fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Directors, or any applicable statute or ordinance, and costs of collection, and other lawful charges, after allowing all credits, for the period of December 1, 2006 through and including October 25, 2007 is in the amount of \$2,604.94 for which, the Claimant claims a lien on said property and improvements as of the aforesaid date, plus the amount of any subsequent common expenses, unpaid fines, interest, late charges, reasonable attorney's fees, and costs of collection, and other lawful charges which become due and owing and remain unpaid subsequent to the aforesaid date.

BOARD OF MANAGERS OF STAR TOWER CONDOMINIUM ASSOCIATION

By: Michael Compeli agent  
Agent for Star Tower

DATE: 10-25, 2007

Michael Compeli, being first duly sworn, on oath deposes and says, that he is the agent for Star Tower Condominium Association, an Illinois not-for-profit Corporation, the above named Claimant, that he has authority to make this affidavit on behalf of said Claimant, that he has read the foregoing Claim for Lien, that he knows the contents thereof, and that all the statements therein contained are true.

Michael Compeli agent  
Michael Compeli, As Agent

SUBSCRIBED AND SWORN to  
before me this 25<sup>th</sup> day  
of October, 2007.

Kellie Velasquez  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION:

UNIT NUMBER 204, IN THE STAR TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND; THE EAST 100 FEET OF LOT 1 IN BLOCK 41 IN HYDE PARK, BEING A SUBDIVISION IN THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  SECTION 11. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORD AS DOCUMENT NUMBER 0416734054; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

Permanent Tax Number (P. I. N.):  
20-11-425-040-1004

Address  
5400 S Harper Avenue, Unit 204  
Chicago, IL 60615

Clerk of Cook County Clerk's Office

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**Section 6.6 Reserves.** The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Declarant shall collect from each Unit Owner upon conveyance by the Declarant of a Unit to such Unit Owner, an amount equal to one fourth of the Annual Budget as initially established by the Declarant and as allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate.

**Section 6.7 Special Assessments.** If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 3.4 of the Bylaws) by a statement in Writing: giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$500, such further assessment for all Units shall not be effective until approved by 66-2/3 % of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

**Section 6.8 Book of Account, Default, Statement of Account.**

(a) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

(b) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of ten percent (10%) (or such other percentage or amount as the Board shall determine, by rule or regulation enacted as set forth herein, to substitute as a service charge hereunder to be assessed for every month or part month that said balance remains unpaid) of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may take possession of such Defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. Each such assessment, together with interest, costs and attorneys' fees shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

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(c) Upon ten (10) days' notice to the Board and the payment of a reasonable fee fixed by the Board, not to exceed Fifteen Dollars (\$15), any Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner; provided there shall be no charge to a Unit Owner for an Association Letter confirming current payment status in connection with the sale of any Unit.

**Section 6.9 Priority of Liens.** Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed or deed (or assignment) in lieu of foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

**Section 6.10 User Charges.** The Board, or the Declarant acting, pursuant to Section 3.1 hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used or used proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, fees for such services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses.

Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges, and the Board or Declarant may elect to treat all or any portion thereof as Common Expenses.

## **Section 6.11 Other Powers and Duties.**

(a) Either the Declarant or the Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however, that the Association shall have the right of access to all such storage spaces which contain pipes or other portions of the Common Elements, which the Association has the duty or right to maintain, repair or replace. Any such designation by the Association shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Association nor any other Unit Owner shall be considered a bailee or otherwise responsible therefor.

(b) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

**Section 7.1 Contracts.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.