

UNOFFICIAL COPY

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. 0010605959 in the Office of the Recorder of Deeds of Cook County, Illinois, on the 10th day of July 2001. Article 6 Section 6.10 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 April 1, 2007 through and including December 1, 2007 is in the amount of \$ 5,151.61 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 1000 ADAMS CONDOMINIUM ASSOCIATION

By: Tammy Hasley
Legal Manager

DATE: January 17, 2008

Tammy Hasley, being first duly sworn, on oath deposes and says, that she is the Legal Manager of 1000 Adams Condominium Association, an Illinois not-for-profit Corporation, the above named Claimant, that she has authority to make this affidavit on behalf of said Claimant, that she has read the foregoing Claim for Lien, that she knows the contents thereof, and that all the statements therein contained are true.

Tammy Hasley
Tammy Hasley, Legal Manager

SUBSCRIBED AND SWORN to
before me this 17th day
of January 2008

Janet S. Mang
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 314 IN THE 1000 ADAMS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS OR PARTS THEREOF AND VACATED ALLEYS AJOINING SAID LOTS IN C. S. SHERMAN'S SUBDIVISION OF THE SOUTH 245 FEET OF THE EAST 189 FEET OF TWO TRACTS KNOWN AS BLOCK 6 IN DUNCAN'S ADDITION AND BLOCK 13 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010605959, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Commonly known as:

1000 W. Adams Street, Unit 602
Chicago, IL 60607

Permanent Tax Number (P. I. N.):
17-17-211-027-1080

Cook County Clerk's Office

fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and Garage Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

6.08 CAPITAL RESERVE: The Condominium Association shall segregate and maintain a special reserve accounts to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment and Garage Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners.

6.09 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Condominium Association in an amount equal to three (3) months of the current year's Annual Assessment for that Unit and three (3) months of the Garage Assessment for each Garage Space assigned to the Unit (as shown on the Stabilized Budget included in the Property Report, defined in Section 8.01), which amounts shall be held and used by the Condominium Association for its working capital needs. In addition, the purchasing Owner shall pay to the Condominium Association (a) an amount equal to the next annual insurance premium allocable to the Unit and (b) the sum of One Hundred Dollars (\$100.00) to be added to the Capital Reserve.

6.10 NON-PAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest at eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit or the Garage Space assigned to his Unit.

6.11 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments