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

See Legal Description Attached Hereto As Exhibit A.

The said property is subject to a Declaration of Covenants, Conditions, Restrictions, and Easements recorded as Document No. 26017894 in the Office of the Recorder of Deeds of Cook County, Illinois, on the 2nd day of October, 1981, and Article X of said Declaration provides for the creation of a lien for the Defendant's unpaid share of certain expenses as described in Article V of said Declaration and related exhibits thereto, together with interest and other permitted lawful charges.

The principal balance of the Defendant's unpaid share of such expenses is in the amount of \$707,857.29 for the years 2004 through February of 2008, as of March 10, 2008, for which the Claimant claims a lien on said property and improvements as of the aforesaid date, plus the amount of any interest and other permitted lawful charges which become due and owing and remain unpaid subsequent to the aforesaid date.

BOARD OF MANAGERS OF STREETERVILLE CENTER CONDOMINIUM ASSOCIATION

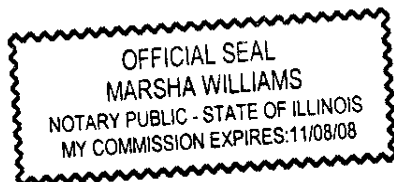
By: Suzette P. Johnson
Its: Account Supervisor

DATE: 3/17/08

Suzette Johnson, being first duly sworn, on oath deposes and says, that he/she is the ACCOUNT SUPERVISOR of STREETERVILLE CENTER CONDOMINIUM ASSOCIATION, an Illinois not-for-profit Corporation and an Illinois Condominium, the above named Claimant, that he/she has authority to make this affidavit on behalf of said Claimant, that he/she has read the foregoing Claim for Lien, that he/she knows the contents thereof, and that all the statements therein contained are true.

Marsha Williams

SUBSCRIBED AND SWORN
to before me this 17 Day
of MARCH, 2008.
Marsha Williams
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: ALL OF THE LAND; PROPERTY, AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26-STORY BUILDING SITUATED. ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING ON THE DIVIDING LINE BETWEEN LOTS 25 AND 26), EXCEPTING FROM SAID PROPERTY AND SPACE THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8-STORY BUILDING SITUATED ON SAID PARCEL OF LAND) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF SAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32, EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF, IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH; RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF LOT 25 OF THE RIGHT TO MAINTAIN PARTY WALL AS ESTABLISHED BY AGREEMENT BETWEEN EDWIN B. SHELDON AND HEATON OWSLEY RECORDED AUGUST 11, 1892 AS DOCUMENT NUMBER 1715549 ON THAT PART OF LOTS 25 AND 26 IN KINZIE'S ADDITION AFORESAID OCCUPIED BY THE WEST 1/2 OF THE PARTY WALL, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 26017894, AS GRANTED FOR THE BENEFIT OF PARCEL 1.

P.I.N. NUMBER: 17-10-203-026

COMMONLY KNOWN AS: 233 East Erie Street
Chicago, Illinois 60611

ARTICLE X

LIENS, DEBTS, INTEREST AND REMEDIES

10.1. If, at any time, either the Owner of the Commercial Property or the Owner of the Residential Property (the "Defaulting Owner") shall fail within ten (10) days after demand therefor to pay to the other Owner (the "Creditor Owner") any sum of money due the Creditor Owner under or pursuant to the provisions of this Declaration, then, in addition to any rights of subrogation the Creditor Owner may have by operation of law or otherwise, the Creditor Owner shall have a lien against the portion of the Total Property owned by Defaulting Owner and a lien against any insurance proceeds payable to Defaulting Owner to secure the repayment of such sum of money and all interest accruing pursuant to the provisions of this Article X.

10.2. The liens imposed in this Article X shall take precedence over any mortgage or other encumbrance constituting a lien on the portion of the Total Property owned by Defaulting Owner other than a bona fide mortgage or trust deed which is a first and prior lien against such portion of the Total Property at the time of the recording of the notice of lien as herein-after provided. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner in the Office of the Recorder of Deeds of Cook County, Illinois and may be enforced by a proceeding in equity to foreclose or by any other remedy available at law or in equity.

10.3. So long as the Residential Property remains subject to the provisions of the Act: (1) no Unit Owner shall be liable for all or any part of any claim against the Owner of the Residential Property in excess of an amount equal to the amount of the claim multiplied by the percentage of ownership interest in the Common Elements (as defined and set forth in the Condominium Declaration) allocated to such Unit Owner's Unit; and (2) enforcement of any such liability shall be subject to the terms and provisions of the Act and of Sections 14.2 and 14.3 of this Declaration. Upon payment of such amount for which a Unit Owner may be liable, (a) any lien arising against such Unit Owner's interest in the Residential Property on account of such claim shall be deemed released against such Unit Owner's interest in the Residential Property without further act or deed by any such Unit Owner, and (b) upon the written request of such Unit Owner, the Creditor Owner who has recorded notice of said lien shall deliver to said Unit Owner a written release of said lien. In the event said Creditor Owner fails within ten (10) days after receipt of said written request to deliver said release, the Creditor Owner shall be liable to the aggrieved Unit Owner in the amount of \$100 per day until said release is delivered to the Unit Owner.

10.4. When a Unit Ownership is owned by more than one "person" (as defined in the Act) the liability of each such person for any claim against the Unit Ownership shall be joint and several.

10.5. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Article X, and any lien which would have arisen against any property pursuant to this Article X had there been no conveyance or divestiture of title shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.6. A mortgagee of all or any portion of the Commercial Property or of all or any portion of the Residential Property shall have the right to an assignment of any lien affecting the property secured by its mortgage upon payment of the amount secured by such lien and shall in the event of said pay off or

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satisfaction, be subrogated to such other lien and any additional security held by the holder thereof. Such mortgagee may at any time give to the holder of the lien a written notice of its election to pay such amount. On a date not less than ten (10) and not more than thirty (30) days thereafter, the mortgagee shall pay the full amount of such lien, and the holder of the lien shall deliver to the mortgagee an instrument in recordable form assigning the lien together with the debt secured thereby.

10.7. Whenever the Owner of the Commercial Property or the Owner of the Residential Property is obligated to pay a sum of money to the other Owner, interest shall accrue on such sum and shall be payable thereon at a rate of interest equal to the lesser of: (a) three percentage points above the corporate base rate of interest announced from time to time by The First National Bank of Chicago, Chicago, Illinois, as the rate to be charged at Chicago, Illinois to its corporate customers of the highest credit rating on ninety (90) day unsecured borrowings, or (b) the maximum lawful rate of interest then in effect in Illinois, from the date any such sum first became due hereunder until paid in full.

10.8. Subject to the limitations set forth in Article XIV hereof, the rights and remedies of the Creditor Owner provided for in this Article X or elsewhere in this Declaration with respect to any Owner to whom a sum of money or performance of any obligation under this Declaration is owed, are cumulative and not intended to be exclusive of any other remedies to which Creditor Owner may be entitled at law or in equity. The exercise by such Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other such right or remedy.

10.9. Each claim of any Owner arising under this Declaration shall be separate and distinct, and no defense, or set-off arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense or set-off against the enforcement of any other lien or claim.

ARTICLE XI**ARBITRATION**

All questions, differences, disputes or controversies arising hereunder, except those to be settled by the Architect or where otherwise provided herein, shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association. Such arbitration shall be conducted at the request of either Owner before three arbitrators (unless the Owners agree to use one arbitrator) designated as follows: The Owner requesting the arbitration shall designate, in writing within fifteen (15) days after the date of any such request, the name of an arbitrator who is a member of the American Arbitration Association and knowledgeable in the issues being arbitrated, and the other Owner shall make a similar designation within said fifteen (15) day period.

Within twenty (20) days after the selection of the last of the two arbitrators designated as aforesaid, the two arbitrators shall select and designate a third arbitrator. In the event the two arbitrators chosen are unable to agree upon a third arbitrator, then the third arbitrator shall be designated by the American Arbitration Association within ten (10) days after the expiration of said twenty (20) day period. The arbitrators designated and acting under this Declaration shall make their award in strict conformity with the Association's rules and shall have no power to depart from or change any of the provisions thereof. Any such award shall be binding upon the Owner of the Commercial Property and the Owner of the Residential Property and shall be enforceable by any court.

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fees of the Architect shall be borne by the Owner responsible for such reduction.

4.2. In the event that the Architect determines that substitute or additional structural support is required in a portion of the Building in which the structural support has been reduced and the responsible Owner fails to commence the construction of such substitute support within a reasonable time, as determined by the Architect, or having commenced such construction fails to proceed diligently to cause the completion of such construction (the "Defaulting Owner"), the Owner of the other portion of the Building (the "Creditor Owner") shall have the right to complete the construction of the substitute or additional support at the expense of the Defaulting Owner and to enter upon the portion of the Building owned by the Defaulting Owner for such purpose, and all costs and expenses incurred by the Creditor Owner in effecting such repair or substitution shall be due from Defaulting Owner on demand and shall be secured by a lien against the portion of the Total Property owned by the Defaulting Owner as provided in Article X hereof.

4.3. If the Owner responsible for reduction of support cannot be immediately identified, then the Owner of the portion of the Building in which the reduction occurs shall provide substitute or additional structural support, as required; provided, the Owner (ultimately determined by the Architect to be responsible for reduction of support shall be liable for and pay all costs incurred in providing the substitute or additional support.

4.4 No Owner shall make any alterations or changes to the Building which would adversely affect the structural integrity of the Building.

ARTICLE V

SERVICES TO OWNER OF COMMERCIAL PROPERTY AND TO OWNER OF RESIDENTIAL PROPERTY

5.1 The Owner of the Residential Property shall furnish the following services to the Owner of the Commercial Property when, as and if required:

(A) Heating System.

Through the heating system, the heating requirements necessary in accordance with Exhibit L attached hereto.

(B) Air Conditioning System.

Through the air conditioning system, the air conditioning requirements necessary in accordance with Exhibit M attached hereto.

(C) City Water Supply System.

All city water required by the Owner of the Commercial Property from city mains through the water supply systems located in the Commercial Property, consisting of cold water and also hot water heated on the 25th floor, all upon the terms and conditions set forth in Exhibit N attached hereto.

(D) Sanitary Waste System.

Maintenance, repair and replacement of the drain lines and risers upon the terms and conditions set forth in Exhibit O attached hereto.

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(E) Roof; Storm Drains; Parapet.

Maintenance and repair of the roofs of the Building, the storm drains and parapet excluding the roof, storm drains and parapet located on the second floor of the Building upon the terms and conditions set forth in Exhibit P attached hereto.

(F) Building Security.

Security service at the entrance to the Residential Lobby and at the loading dock, upon the terms and conditions set forth in Exhibit Q attached hereto.

(G) Residential Elevators.

Maintenance, repair, inspection and replacement of the Residential Elevators and all shafts, equipment and other components related thereto, including the shafts and rails located in the Commercial Property, at the sole cost and expense of the Owner of the Residential Property.

(H) Scavenger Service; Maintenance of Service Area and Trash Chute.

Scavenger service from the service area located on the first floor of the Commercial Building and maintenance and repair of the trash chute, service area, lavatory, receiving room (prior to construction of the Future Bicycle Storage Area), Present Bicycle Storage Area (prior to construction of the Management Office) and Future Bicycle Storage Area (if and when constructed) all depicted in Exhibit G hereto in accordance with Exhibit R attached hereto.

(I) Recreational Area.

Use of the Recreational Area in accordance with Exhibit S attached hereto.

(J) Music System.

Maintenance and repair of the Music System in the event said system is put into operation by the Owner of the Residential Property upon the terms and conditions set forth in Exhibit T attached hereto.

5.2 The Owner of the Commercial Property shall furnish the following services to the Owner of the Residential Property, when, as and if required:

(A) Heating and Air Conditioning for Residential Lobby; Heating for Management Office.

Operation, maintenance and repair of the air handler and related heating and cooling equipment, duct work and grills, providing heat and air conditioning to the Residential Lobby and the lobby of the Commercial Building and the electric heater providing heat to the Management Office (if and when said Management Office is constructed), upon the terms and conditions set forth in Exhibit U attached hereto.

(B) Electrical Supply System.

Electrical requirements for use in the Residential Building and Commercial Building in accordance with Exhibit V attached hereto.

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(C) Fire Protection System.

Operation, maintenance and repair of the sprinkler system for the Residential Lobby and the fire pumps located on the first floor of the Building, upon the terms and conditions set forth in Exhibit W attached hereto.

(D) Street Level Snow Removal and Landscaping; Sidewalk and Alley Repair; Canopy Repair.

Snow removal, landscaping, maintenance and repair when necessary upon the terms and conditions set forth in Exhibit X attached hereto.

(E) Cleaning and Maintenance of Facade of Commercial Building.

Maintenance and repair upon the terms and conditions set forth in Exhibit Y attached hereto.

(F) Cleaning and Maintenance of Management Office.

Cleaning, maintenance and repair when necessary upon the terms and conditions set forth in Exhibit Z attached hereto.

5.3 (A) Each Owner shall make a good-faith effort to operate its Facilities and furnish all services, including but not limited to the temperature condition, (A) at the lowest possible costs reasonably available without degrading the quality of any services furnished and (B) in a manner so as to provide each Owner with comfortable occupancy and enjoyment of the Commercial Property for its intended use as a commercial office building and the Residential Property for its intended use as an apartment or condominium building, respectively.

5.4. Statements for services rendered pursuant to Article V hereof, provisions for payment thereof and provisions for additional payments incurred in connection with such services shall be made in accordance with the terms and provisions of Exhibit Z-1 attached hereto and made a part hereof.

5.5. (A) If the Owner of the Residential Property shall fail to perform any service described in Section 5.1 of this Declaration in accordance with the terms and conditions therein stated (except when the Owner of the Commercial Property has failed to make payments to the Owner of the Residential Property when due in accordance with Exhibit Z-1 hereof), and such failure shall continue for a period of five (5) days after written notice thereof to the Owner of the Residential Property from the Owner of the Commercial Property, the Owner of the Commercial Property shall have the right to take possession and control of and to operate, maintain, repair and replace the Facilities (wherever located) required for the furnishing of such service until such time as the Owner of the Residential Property cures its failure to perform. Such notice shall not be required in an Emergency Situation resulting from such failure and affecting the Commercial Property or the Owner of the Commercial Property.

(B) During any period in which the Owner of the Commercial Property is operating the Facilities pursuant to Section 5.5(A) hereof, it shall make payments as provided in Paragraph 4 of Exhibit Z-1 hereof.

5.6 (A) If the Owner of the Commercial Property shall fail to perform any service described in Section 5.2 hereof in accordance with the terms and conditions therein stated (except when the Owner of the Residential Property has failed to make payments to the Owner of the Commercial Property when due in accordance with Exhibit Z-1 hereof), and such failure shall continue for a period of five (5) days after written notice

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Property shall have the right to take possession and control of and to operate, maintain, repair and replace the Facilities (wherever located) required for the furnishing of such service until such time as the Owner of the Commercial Property cures its failure to perform. Such notice shall not be required in an Emergency Situation resulting from such failure and affecting the Residential Property or the Owner of the Residential Property.

(B) During any period in which the Owner of the Residential Property is operating the Facilities pursuant to Section 5.6(A) hereof, it shall make payments as provided in Paragraph 4 of Exhibit 2-1 hereof.

5.7 If, at any time, either Owner ("Defaulting Owner") shall fail to pay to the other Owner ("Creditor Owner") any sum of money payable to the Creditor Owner pursuant to the provisions of Section 5.4 hereof for ten (10) days after written notice from the Creditor Owner demanding payment of said sum of money, then the Creditor Owner may discontinue furnishing of the services for which payment has not been received until said sum of money is paid; provided, however, that if the Defaulting Owner in good faith disputes the Defaulting Owner's obligation to pay said sum of money and diligently contests any action or proceeding brought to collect said sum of money or to enforce any lien therefor, the Defaulting Owner shall not be deprived of any such services unless and until it shall finally be determined by unfavorable court proceedings, arbitration or otherwise that the Defaulting Owner is obligated to pay said sum of money and thereafter said sum of money remains unpaid.

5.8 If any Owner (the "Protesting Owner") in good faith believes that any item of cost of maintenance, repair or replacement under Article V hereof is not reasonably allocated between the Owner of the Commercial Property and the Owner of the Residential Property, then the Protesting Owner, on or after April 1 and before June 1 of any calendar year may give to the other Owner written notice of objection to such allocation. Such notice shall specify the cost allocation to which the Protesting Owner objects, the reason or reasons why the Protesting Owner believes that such cost is not reasonably allocated under Article V and the Protesting Owner's suggested revision of Article V which would fairly allocate such cost. If within thirty (30) days after the service of such notice, the Owner of the Commercial Property and the Owner of the Residential Property shall not have agreed upon the allocation of such cost, then their dispute shall be settled by the Architect. In such event, if the Architect finds that the Protesting Owner has clearly and convincingly proved that such cost is not reasonably allocated under the provisions of Article V, then the Architect shall decide what would be the most reasonable allocation of such cost, and shall set forth such finding and decision in writing, in which event Article V shall be deemed revised in accordance with such determination of the Architect. The Architect shall decide whether, and, if so, to what extent, the new cost-sharing allocation shall be retroactive; provided, however, that said new cost-sharing allocation shall not be made retroactive to a date prior to the first day of January of the calendar year immediately preceding the calendar year in which the Protesting Owner shall have given written notice of objection to the prior allocation. If such new allocation is made retroactive under the provisions of the immediately preceding sentence, then appropriate reimbursement (the "Reimbursement Allocation") shall be made between the Owner of the Residential Property and the Owner of the Commercial Property to give effect to such decision of the Architect with respect to retroactivity. The Reimbursement Allocation may be paid, at the option of the paying Owner, over a period of time equal to the length of time that the new allocation is made retroactive, provided that interest as provided in Paragraph 10.7 hereof is also paid thereon.

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If, pursuant to the immediately preceding paragraph, the allocation of any cost shall be revised, then the Owner of the Commercial Property and the Owner of the Residential Property shall both execute, acknowledge and deliver to each other an instrument in recordable form modifying this Declaration to conform to such revision. The failure of any Owner to execute such a modification shall not affect the force or effect of any such revision made in accordance with this Section and in such event the other Owner shall be authorized to execute the modification on behalf of the Owner who has failed to execute such modification and to record said modification in the office of the Recorder of Deeds of Cook County, Illinois.

5.9 Terms used in Exhibits L through Z are defined in Exhibit Z-2 hereto.

ARTICLE VI**COMPLIANCE WITH LAWS; REMOVAL OF LIENS**

6.1. The Owner of the Commercial Property and the Owner of the Residential Property:

(A) shall comply with all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, City of Chicago and any other municipality or agency now or hereafter having jurisdiction of the respective properties and applicable to it or its portion of the Total Property, if non-compliance would subject the other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to such other Owner or for the Building itself, or would result in the imposition of a lien against the property of the other Owner, and

(B) shall comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Total Property or any portion thereof, if such non-compliance would increase the rate of premiums of any policy of insurance maintained by the other Owner or any policy of insurance maintained by both the Owner of the Commercial Property and the Owner of the Residential Property.

6.2. The Owner of the Commercial Property or the Owner of the Residential Property shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen' or any other like lien on its portion of the Total Property or the other Owner's portion of the Total Property arising by reason of any work or materials ordered or any act taken, suffered or omitted by such Owner if the effect of such lien might adversely affect the other Owner's property. In the event such Owner (the "Defaulting Owner") fails to remove any such lien within such thirty (30) day period, the other Owner (the "Creditor Owner") may take such action as the Creditor Owner may deem necessary to remove such lien. The Creditor Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in removing or attempting to remove such lien and shall have a lien against the portion of the Total Property owned by the Defaulting Owner to secure the repayment of any such costs or expenses as provided in Article X hereof. However, the Defaulting Owner shall not be required to remove such lien within thirty (30) days after the filing thereof, so long as within said thirty (30) day period the Defaulting Owner (a) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the Creditor Owner of its intention to contest the validity or amount of such lien and (b) shall deliver to the Creditor Owner either: (1) cash or a surety bond of a responsible surety company acceptable to the

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