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Doc#: 1521534091 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/03/2015 02:58 PM Pg: 1 of 10

## CONSENT DECREE AND ORDER

### DESCRIPTION OF THE PROPERTY

COMMON ADDRESS: 8923 Knight, Unit 418, Des Plaines, Illinois 60016

### LEGAL DESCRIPTION

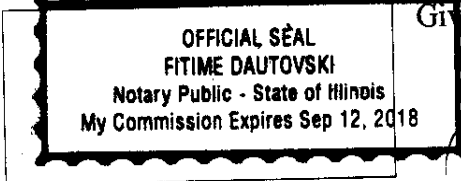
UNIT E-418 IN BALLARD POINT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTH WEST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, AND PART OF THE SOUTHEAST ¼ OF SECTION 15; TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, WHICH SURVEY IS ATACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDIMINIUM RECORDED AS DOCUMENT 25261198, AND FILED AS LR3133750, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Index Numbers (PIN): 09-14-308-016-1359

By: Mark D. Roth

I, undersigned, a Notary Public in and for said County, in the State of aforesaid DO HEREBY CERTIFY that Mark Roth being 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of July, 2015



(Notary Public)

Commission expires September 12, 2018

Bm

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**This instrument was prepared by and After Recording Mail To:**

Mark D. Roth  
Orum & Roth, LLC  
53 W. Jackson Blvd. Suite 1315  
Chicago, Illinois 60604  
Phone: 312-922-6262 Ext. 240  
Email: Mark@orumroth.com

Property of Cook County Clerk's Office

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

Ballard Point Condominium Association,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 14 CH 14621
	)	
Grazyna Rukawiczkin and	)	
Paul Rukawiczkin,	)	
	)	
Defendants.	)	

**CONSENT DECREE AND ORDER**

This Consent Decree and Order ("Consent Decree") is entered by the Court at the request of the Plaintiff, Ballard Point Condominium Association ("Association"), and the Defendant, Grazyna Rukawiczkin (the Association and Grazyna Rukawiczkin are collectively referred to as the "Parties") in order to settle disputes between and among the Parties.

The Association is a condominium association located in Des Plaines, Illinois. The Association brought this action by filing a complaint against Defendant, Grazyna Rukawiczkin (aged 52), the owner of a condominium unit located within the Association, with an address of 8923 Knight, Unit 418, Des Plaines, IL (the "Unit") and Paul Rukawiczkin (aged 24), who is Ms. Rukawiczkin's son. Paul Rukawiczkin formerly resided in the Unit. The Association has alleged that Paul Rukawiczkin while he lived in the Unit has continuously caused numerous disturbances and vandalism on the Association's property, all in violation of the Association's Declaration and Rules and Regulations. Paul Rukawiczkin does not own any interest in the Unit as is not a member of the Association. The Complaint did not allege that Grazyna Rukawiczkin committed any alleged acts of vandalism or public disturbances. The Complaint sought various forms of

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relief, including but not limited to an injunction against both Grazyna and Paul Rukawiczkin occupying the Unit and a judicial sale of the Unit.

The Parties have now agreed to settle and resolve all disputes raised in the Complaint pursuant to the terms and provisions of this Consent Decree.

### Findings

Having carefully examined the terms and provisions of this Consent Decree, the Court finds the following:

WHEREAS, the terms and provisions of the Consent Decree are adequate, fair, reasonable, equitable, and just;

WHEREAS, the Consent Decree constitute a good faith settlement of the disputes raised by the Complaint in this action;

WHEREAS, the Consent Decree resolves all claims as between and among the Parties that were raised in the Complaint; and

WHEREAS, the rights of all parties and the interests of the public are adequately protected by the Consent Decree.

NOW THEREFORE, the Parties stipulate and agree as follows upon the consent of the Parties, IT IS ORDERED, ADJUDGED AND DECREED:

### Restrictions on Grazyna Rukawiczkin and Remedies in the Event of a Breach of this Consent Decree.

1.a. Effective January 31, 2015, Grazyna Rukawiczkin will no longer permit her son Paul Rukawiczkin to reside in the Unit. In the event Grazyna Rukawiczkin authorizes Paul Rukawiczkin to enter her Unit or the Association's property or any unit controlled by the Association and he enters said property after the date of entry of this Consent Decree, she must first obtain written permission for her to do so from the Association subject to whatever reasonable restrictions the Association may elect to impose (including the posting of a reasonable bond). In no event shall Grazyna Rukawiczkin authorize Paul Rukawiczkin to remain in her Unit or on Association property for a period greater than one hour. After being invited by Grazyna Rukawiczkin, should Paul Rukawiczkin determine to stay in the Unit or on Association

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property without authority, in violation of this Consent Decree, or in violation of the restrictions the Association has placed upon him, than Grazyna Rukawiczkin shall take whatever reasonable steps are necessary to have him removed from the area, including but not limited to calling the police. In the event of breach of these terms by Grazyna Rukawiczkin then, upon written notice mailed or delivered to the Unit, Grazyna Rukawiczkin shall be liable for the sum of seven hundred fifty dollars (\$750.00) for each separate violation ("Stipulated Non-Compliance Fee"). The amount of any such Stipulated Non-Compliance Fee by Grazyna Rukawiczkin may, at the Association's option, be added to the Unit's assessment account. In the alternative, the Association may maintain an action to enforce the terms of this Consent Decree. The Association acknowledges that Paul Rukawiczkin is over the age of majority and that Grazyna Rukawiczkin does not have control over him and cannot and will not be held liable in the event another unit owner or the Association invites him to the property or comes to the property of his own free will or volition .

1.b. In the event Grazyna Rukawiczkin authorizes Paul Rukawiczkin to enter her unit or personally invites him to enter the Association's property or any unit controlled by the Association and he enters said property, unless otherwise authorized by the Association as stated above, on more than three (3) occasions from the date of this Consent Decree and continuing for a period of ten (10) years, then Grazyna Rukawiczkin consents to and agrees to the entry of a court order in any complaint or counterclaim by the Association containing the following provisions in subsections (i) and (ii), among others.

(i) Allowing the Association, or a third party retained by the Association, to sell her interest in the Unit, and that of any other person with an ownership interest in the Unit, at a judicial sale. The proceeds of any judicial sale of the Unit or other interest of a Unit

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Owner in the Unit resulting from the proceedings shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and expenses, and all other expenses of the litigation and proceeding and sale, and all such items shall be taxed against Grazyna Rukawiczkin and any other Unit Owner of the Unit in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments, Stipulated Non-Compliance Fees or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the related ownership interest in the Common Elements, to the use of the appurtenant Limited Common Elements and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to and subordinate to the lien of the first mortgage or other unreleased mortgage or trust deed on the interest of such Unit Owner.

(ii.) Entering a permanent injunction enjoining Paul Rukawiczkin from entering any part of the Association's Property and from entering the Unit.

1.c. In any action (i) for a breach of the terms of this Consent Decree by Grazyna Rukawiczkin; (ii) to enforce any of the terms of this Consent Decree; or (iii) related to the enforceability of any of the terms of this Consent Decree, Grazyna Rukawiczkin shall be liable for, and shall pay, all of the Association's reasonable attorney's fees, disbursements and costs.

1.d. Nothing in this Consent Decree shall be construed to waive or abrogate any rights and remedies that the Association may have, including but not limited to those rights and remedies provided by law and in the Association's Declaration, By-laws and rules and regulations, as may be amended from time to time.

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1.e. To secure the obligations of this Consent Decree, Grazyna Rukawiczkin hereby authorizes, irrevocably, within 10 days after being served with any lawsuit contemplated by the terms of this Consent Decree, any attorney licensed to practice law in the State of Illinois to appear for Grazyna Rukawaczkin in such Court, and to confess a judgment without further process, in favor of the Association for any and all of the relief specified in this Consent Decree together with interest, costs and reasonable attorneys' fees, admitting the allegations of any complaint and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon said judgment, hereby ratifying and confirming all that their said attorney may do by virtue hereof.

### Monetary Consideration

2. In settlement of the Association's claim to its attorney's fees and costs related to the present action, Grazyna Rukawaczkin shall pay to the Association the sum of the \$4,200 at the rate of \$100.00 per month conditioned upon her obtaining permanent employment that pays at least the equivalent of \$40,000 yearly and to continue while she is employed and while she lives at the Unit. In the event that there is a balance of the \$4,200 due and owing to the Association at the time of any sale of the Unit, then Grazyna Rukawaczkin, or her heirs and beneficiaries, shall pay any such balance of the \$4,200 then due and owing to the Association out of the proceeds of any such sale, after payment of her first mortgage on the Unit and any closing costs.

### Miscellaneous

3. Descriptive Headings. The descriptive headings used and inserted in this Consent Decree are for convenience, only, and shall not be deemed to affect the meaning or construction of any provisions of this Agreement.

4. Governing Law. This Consent Decree shall be governed by and construed according to the laws of the State of Illinois.

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5. Entire Understanding of the Parties. This Consent Decree constitutes the entire agreement between the Parties pertaining to the subject matter contained in it, and supersedes all prior agreements, representations and understandings of the Parties.

6. Successors and Assigns. The terms and conditions of this Consent Decree shall be binding on the Parties' successors, assigns, heirs and beneficiaries, as applicable.

7. Strict Construction. This Consent Decree is and shall be deemed and construed to be the joint and collective work product of the Parties and, as such, this Consent Decree shall not be construed against either party, as the otherwise purported drafter of same, by any Court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any, contained herein.

8. Venue. The Litigation shall be dismissed without prejudice, with the Court retaining jurisdiction to enforce the terms of this Consent Decree. This Consent Decree shall be enforceable in the Circuit Court of Cook County, Illinois, and in no other venue except in the event of the bankruptcy of one or more of the parties or their successors in interest, in which case, this Agreement may be enforced in the appropriate bankruptcy court.

9. Consent Decree to Be Recorded. This Consent Decree may be recorded with the Cook County Recorder of Deeds on the title to the Unit.

10. Notices. Any notice, demand, request or other communication which either party hereto may be required or may desire to give under this Consent Decree shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery) or (b) sent by a nationally recognized overnight delivery service (effective one (1) day after delivery to



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such courier) addressed as set forth below, or to such other or additional addresses as either party might designate by written notice to the other party.

If to Ballard Point:

Ballard Point Condominium Association  
8888 East Point Drive  
Des Plaines, IL 60016

With copy to:

Mark Roth  
Orum & Roth, LLC  
53 West Jackson Blvd.  
Suite 1315  
Chicago, IL 60604

If to Grazyna Rukawiczkin:

Grazyna Rukawiczkin  
8923 Knight, Unit 418  
Des Plaines, IL 60016

with a copy to  
Grzymala Law Offices PC  
10024 Skokie Blvd, Suite 206  
Skokie, IL 60077

WHEREFORE, the Parties below have executed this Consent Decree as of the dates set forth below.

Ballard Point Condominium Association

Grazyna Rukawiczkin

Date: \_\_\_\_\_

Date: 7-22-15

\_\_\_\_\_  
Its Attorney

Grazyna Rukawiczkin

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WHEREFORE, the Parties below have executed this Consent Decree as of the dates set forth below.

Ballard Point Condominium Association

Grazyna Rukawiczkin

Date: July 28, 2015

Date: 7-22-15

by John P. Barzditis  
Its Attorney

Grazyna Rukawiczkin

John P. Barzditis, board member and treasurer

ENTERED  
 JUDGE FRANKLIN LALYSSER VALDERRAMA-1968  
 ENTERED:  
 JUL 31 2015  
 DOROTHY BROWN  
 CLERK OF THE CIRCUIT COURT  
 OF COOK COUNTY, IL  
 DEPUTY CLERK

Date: \_\_\_\_\_

Mark D. Roth  
 ORUM & ROTH  
 Atty. No.: 37547  
 53 W. Jackson Boulevard  
 Suite 1315  
 Chicago, IL 60604  
 312.922.6262  
 Fax: 312.922.7747  
[markdroth@gmail.com](mailto:markdroth@gmail.com)

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