

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

CHRISTOPHER PARKER, an individual,)
)
Plaintiff,)

v.)

PARK TOWER CONDOMINIUM)
ASSOCIATION, an Illinois not-for-profit)
Corporation; and DAVID NICOSIA,)
an individual,)
Defendants.)

11CH19867
Cause number: _____

**VERIFIED COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

Plaintiff CHRISTOPHER PARKER (“Parker”), by his undersigned attorneys, ANDREW R. SCHWARTZ, LLC, brings his Verified Complaint for Declaratory and Injunctive Relief, pursuant to §2-701 of the Code of Civil Procedure (the “Code”), 735 ILCS 5/2-701, *et. seq.*, complaining as follows against defendants PARK TOWER CONDOMINIUM ASSOCIATION (“Park Tower”) and DAVID NICOSIA (“Nicosia”).

PARTIES

1. Plaintiff Parker is an individual who, at all times relevant, has owned a condominium unit, number 414, in the high rise condominium tower located at 5415 North Sheridan Road, in Chicago, Illinois, County of Cook (“the Building”).

2. A significant factor in Parker’s decision to purchase the unit was that the Building does not permit cats and dogs to be kept on the premises.

3. Defendant Park Tower is an Illinois not-for-profit corporation which administers the Building as an association in accordance with and subject to the Illinois Condominium Property Act, 765 ILCS 605/1, *et. seq.* (“the Act”). Park Tower is governed by the members of its board of managers (the “Board”).

4. Defendant David Nicosia is an individual who, at all times relevant, owned a unit in the Building. Nicosia was a member of the Board. He currently keeps a dog in his unit. He keeps the dog in the belief that the Board authorized him to do so. One of his reasons for keeping the dog is to permit Park Tower to use the dog to sniff for bed bugs in all units throughout the Building. The allegations in this paragraph are made upon information and belief. Mr. Nicosia is named for the limited purpose of permitting him the opportunity to assert any rights he may claim to keep a dog in his unit.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this lawsuit pursuant to §2-209(a)(3) of the Code, 735 ILCS 5/2-209(a)(3), because it arises from the ownership, use, or possession of real estate situated in this State and County.

6. Venue is proper pursuant to §2-101 of the Code, 735 ILCS 5/2-101, because defendant resides in Cook County, and all or some part of the transactions at issue occurred in Cook County.

THE DECLARATION

7. The rights and responsibilities of Park Tower and Parker, as well as the Board and its members, are governed by a condominium declaration.

8. A true and correct copy of the Declaration of Condominium Pursuant to the Condominium Property Act for Park Tower (the "Declaration"), recorded with the Cook County Recorder of Deeds Office on February 1, 1979, as document Number 24874688, is attached as **Exhibit C**.

9. The following provision has been in the applicable declaration at all times relevant:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes ... (Emphasis supplied).

10. The preceding provision is located in Appendix B, §11(a), page 13, of the Declaration

(Id.).

11. The following provision has also been in the applicable declaration at all times relevant:

(b) [N]o industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part if the Property ... (Bracketed material supplied).

12. The preceding section is located in Appendix B, §11(b), page 13, of the Declaration

(Id.).

13. The following provision has also been in the applicable declaration at all times relevant:

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Units or in the Common Elements, except that household pets, other than dogs or cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rule or regulation may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently

removed from the Property upon three (3) days' written notice from the Association. Dogs or cats which are kept in Units as of the date this Declaration is recorded and dogs or cats owned by grantees of the Developer at the time Units are converted to such grantees may be kept in Units subject to the terms of this paragraph, but once said dog or cat dies, or is otherwise no longer kept in a Unit, the Unit Owner owning said dog or cat may not replace it with another dog or cat. Provided, further, that no Unit Owner shall use a passenger elevator for such purposes, the dog or cat shall be conclusively presumed to have created a nuisance (Emphasis supplied).

14. The preceding section is located in Appendix B, §11(f), page 15, of the Declaration (Id.).

15. The following provision has also been in the applicable declaration at all times relevant:

Failure to Enforce. No terms, obligations, conditions, restrictions of provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. The preceding section is located in Appendix B, §17, page 20, of the Declaration (Id.).

17. Pursuant to §11(f), no dogs or cats may be kept on the premises, regardless of whether they are household pets, and even permissible household pets may not be kept for commercial purposes.

18. Pursuant to §§11(a) and (b), no commercial activity may be conducted, regardless of whether the activity involves an animal, even if done with good intentions and for no remuneration.

19. Pursuant to §17, if Park Tower failed to enforce §11 in the past, then it is no defense to the requirement that it enforce the provision now.

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RECENT FAILURE TO AMEND THE DECLARATION

20. The appropriate remedy for association and Board members who may want to keep animals on the premises is and should be essentially political and not legal. That is, instead of requiring Parker to protect his rights by forcing him to litigate, anyone interested in permitting animals in the Building must instead look to those provisions in the Act describing the process for amending the declaration. The Board attempted to obtain the necessary votes to change the declaration in 2007 -- and failed.

21. The Board minutes for April 9, 2007 state: "To permit cats in the units (beyond the grandfather clause approved by the board) would require an amendment to Appendix B, Section 11(f), page 15" (parenthetical in original) (Exhibit D, at p. 8).

22. At the same meeting, the Board voted to extend the opportunity to amend the Declaration to allow cats and stated that a vote of 75% of the membership would be required (Id. at p. 5).

23. To that end, the Board subsequently distributed proxies, as well as a draft proposed amendment prepared by the law firm of Kovitz Shiffrin Nesbit (Exhibit E).

24. At the annual meeting held July 16, 2007, the Board voted to close all issues regarding amendments to the Declaration and to not continue to collect ballots and proxies (Exhibit I, p. 5).

25. The necessary votes were not collected and the amendment was not adopted.

A DOG IS BEING KEPT ON THE PREMISES AND PARK TOWER IS DEMANDING THAT PARKER PERMIT THE DOG TO ENTER HIS UNIT.

26. On August 9, 2010, the Board voted to permit a contractor to enter units with a dog for the purpose of sniffing for bed bugs (Exhibit F, p. 2).

27. In November 2010, the Board directed competitive proposals from vendors. The Board considered "the possibility that a Unit Owner has proposed acquiring a bed bug dog that would

essentially be at the buildings (*sic*) disposal to fight this pest.” (Exhibit G, pp. 3-4). Management expressly noted that the “... dog would live on site” if the AEGIS vendor’s proposal was accepted (Id.)

28. The agenda for a special meeting held January 4, 2011 contains the following statements in section IV, titled “**DOG TO RESIDE AT PARK TOWER**”:

A. Declaration prohibits cats and dogs from being “kept on the premises”

B. Summary Legal Consideration; the Declaration could be amended by a vote of the owners to permit dogs, otherwise the Board must weigh the advantages and disadvantages of the dogs (*sic*) presence against the risk of hypothetical adverse judicial ruling; on the flip side, enforcing the ban on pets could subject to the Association (*sic*) to adverse judicial ruling as well due to a previous Boards (*sic*) action ‘grand-fathering’ cats (Exhibit H) (Quotation in original) (paranthenicals supplied).

29. The Board voted to permit a dog to be kept on the premises even though it acknowledged in its own agenda that the Declaration “prohibits cats and dogs from being ‘kept on the premises.’” (Exhibit A), p. 2). The Board voted to approve the vendor’s proposal (Id.).

30. The Board decided to risk an “adverse judicial ruling” if an owner asserted his or her right to live in a building without animals (Exhibit H).

31. The Board approved a resolution whereby a unit owner would obtain a dog to live in his unit for the use of a contractor to conduct inspections for bed bugs (Exhibit G, pp. 3-4; Exhibit A, p.2).

32. Upon information and belief, that unit owner is defendant Nicosia, who was a Board member. Defendant Nicosia abstained from voting on the specific proposal whereby a dog would be kept on the premises (Exhibit A, p. 2)

33. On February 1, 2011, Park Tower distributed a notice to Parker stating that he has no choice but to permit entry of the animal into his unit (Exhibit B).

34. The notice contained the following statement:

BECAUSE BED BUGS ARE CONSIDERED A SERIOUS HEALTH AND SAFETY ISSUE, AND BECAUSE IT IS POSSIBLE THEY CAN SPREAD FROM UNIT TO UNIT, IF YOU ARE NOT HOME AND IF WE DO NOT HAVE A KEY, WE WILL DRILL THE LOCK AND ENTER. THE LOCK WILL BE REPLACED AT THE EXPENSE OF THE UNIT OWNER. OWNERS WHO RENT THEIR UNIT MAY BE ABLE TO CHARGE THIS COST BACK TO THEIR RENTER AS A DAMAGE (Id.) (Lettering, bold and emphasis all in original).

35. Parker's rights are being violated because the dog is being kept at the premises. Parker's rights are being further violated because Park Tower has begun the process of bringing the animal into every unit, regardless of consent, and is demanding access by threatening to break through locked doors (Id.).

36. On Wednesday, June 1, 2011, between 4:00 p.m. and 7:00 p.m., someone placed another notice (Exhibit J) in front of Parker's unit. Parker did not see or learn of the notice until 7:00 p.m.

37. The notice issued on June 1, 2011, is dated "June 3, 2011" and states that Park Tower's agents will enter his unit with a dog the same day, "Friday, June 3, 2011" (Id.) Presumably, the date on the notice is in error and should have read "June 1, 2011."

38. The notice issued on June 1, 2011 (Exhibit J) contains the same threat of forcible entry.

COUNT I
(Declaratory Relief)

39. Parker realleges and incorporates §§ 1 through 38 as if set forth herein.

40. There is an actual and legal controversy as to whether Park Tower may enter Parker's unit with a dog without his permission.

41. There is an actual and legal controversy as to whether Park Tower may authorize defendant Nicosia to keep a dog on the premises.

42. There is an actual and legal controversy as to whether Park Tower may authorize anyone to keep a dog on the premises.

43. The instant controversy is susceptible to an immediate and definitive determination of the parties' rights, the resolution of which will aid in the termination of the controversy of some part thereof.

44. By virtue of his ownership of his unit in the Building, his interest in preventing unwelcome, illegal and unauthorized entry into his own unit, his standing as a member of Park Tower, his interest in ensuring compliance with the management, administration and direction of Park Tower in accordance with the Act and the Declaration, plaintiff Parker has a tangible and legal interest in said controversies.

WHEREFORE, for the foregoing reasons, plaintiff Parker prays that this Court enter an Order for the following declaratory relief directed against defendant PARK TOWER CONDOMINIUM ASSOCIATION and DAVID NICOSIA:

A. *Declaration regarding entering Parker's unit.* Declaring all resolutions, votes or actions to be invalid, null, and without legal effect insofar as any purport to authorize Park Tower, its directors, officers, managers, residents, employees, agents and/or contractors, to enter Parker's unit with a dog or any other animals for any purpose, including but not limited to sniffing for bed bugs;

B. *Declaration regarding enforcement of Resolution against Parker.* Declaring all resolutions, votes or actions to be invalid, null, and without legal effect insofar as any purport to authorize Park Tower, its directors, officers, managers, residents, employees, agents and/or contractors to enforce any such actions against Parker, including a declaration that no such action authorizes anyone to enter Parker's unit without his permission with a dog or any other animals for any purpose, including but not limited to sniffing for bed bugs, or to otherwise seek redress against Parker for refusing to comply with directives arising from said actions, including but not limited to assessments, liens, fines, or other financial or legal redress;

C. *Declaration regarding keeping animals on the premises for purposes of sniffing for bed bugs.* Declaring all resolutions, votes or actions to be invalid, null, and without legal effect insofar as they purport to authorize any person or entity to raise, breed or keep a dog or any other animal in any unit or in the common elements for the purposes of sniffing for bed bugs including, upon information and belief, David Nicosia;

D. *General prayer.* For such other and further relief as this Court deems necessary and proper.

COUNT II
(Injunctive Relief)

45. Parker realleges and incorporates §§ 1 through 38 as if fully set forth herein.

46. Parker has certain clearly ascertainable rights in connection with his ownership of his unit and his membership in Park Tower, including those arising pursuant to the Act and the Declaration, which include:

- a. His right to require that Park Tower and Nicosia comply with the Act and the Declaration;
- b. His right to require that Park Tower and Nicosia not keep a dog on the premises;
- c. His right to prohibit anyone from entering his unit without his permission for any unauthorized reason, either on June 3, 2011 or any other date;
- d. His right to prohibit anyone from entering his unit with a dog or any other animal without his permission;
- e. His right to prevent and/or limit the keeping of animals in the Building generally.

47. Parker is likely to succeed on the ultimate merits of this case because clear and convincing evidence establishes that Park Tower and Nicosia are in violation of the Act and the Declaration, including:

- a. The Act applies to Park Tower and Nicosia and requires them to comply with the terms of the Declaration;
- b. The Declaration states that no dogs or cats may be kept on the premises, regardless of whether they are household pets, and even permissible household pets may not be kept for commercial purposes. Moreover, no

commercial activity may be conducted, regardless of whether the activity involves an animal, even if done with good intentions and for no remuneration. In addition, even if Park Tower failed to enforce §11 in the past, then it is no defense to the requirement that it enforce the provisions now;

- c. The resolutions, votes and actions of Park Tower violate the Declaration insofar as they purport to authorize anyone to keep an animal on the premises. Said actions also violate the Declaration insofar as they purport to authorize Park Tower and Nicosia to keep a dog for the purpose of sniffing for bed bugs. The Board retained legal counsel to provide opinions. Counsel expressly warned the Board prior to its January 4, 2011 special meeting, in the context of bed bugs, that the Board risked an "adverse judicial ruling." The Board acknowledged in its own agenda for the same special meeting that the "Declaration prohibits cats and dogs from being "kept on the premises"" (quotation in original) (Exhibit H);
- d. Defendant Nicosia is currently keeping a dog in violation of the Act and Declaration;
- e. Park Tower has ordered Parker to permit agents to enter his unit with a dog, regardless of whether his permission is obtained, and threatened to drill his door locks at his' expense if he does not submit (Exhibit B).

48. Parker has demonstrated a clear and immediate threat of irreparable harm to his interests, including:

- a. Defendant Nicosia is currently keeping a dog in clear violation of the Act and Declaration;
- b. Park Tower has ordered Parker to permit agents to enter his unit with a dog, regardless of whether his permission is obtained, and threatened to drill his door locks at his expense if he does not submit (Exhibit B);
- c. Park Tower is currently and systematically proceeding with entries into all units with a dog to sniff for bed bugs, regardless of whether any owners object. Park Tower may demand access to Parker's unit and break through his locked door at any time.

49. Parker has also demonstrated that he has no adequate remedy at law, including:

- a. There is no political process available to Parker under the Act. In fact, in 2007, the Board failed in its own attempt to change the Declaration (Exhibit D, p. 8; Exhibit I, p. 5). Parker seeks no change in the law and simply wants the Declaration to be applied as required;

- b. The relief and remedies Parker seeks cannot be satisfied by the payment of monetary damages. Parker seeks to void illegal and unauthorized resolutions and acts and money damages would not change the purported legal status of said resolution and acts. Keeping a dog is an on-going violation of the Declaration that affects Parker's rights. Moreover, Park Tower's threat of forcible entry into Parker's unit is imminent and subsequent money damages after the fact would do nothing to prevent defendant from violating Parker's rights in the first place;
- c. If this Court does not grant equitable relief, then Park Tower will likely seek redress against Parker if he does not submit to Park Tower's threats, pursuant to §9 of the Act, 765 ILCS 605/9, and §13 of the Declaration (Exhibit C), in the form of liens, fines and reimbursement of attorneys' fees.

50. The equities otherwise favor Parker, including:

- a. Parker seeks only to protect his ownership and membership interests in his unit;
- b. The fact that the Building is required to be free of cats and dogs was a significant factor in his decision to purchase the unit;
- c. In 2007, members of the Board attempted the appropriate political process pursuant to the Act by seeking the votes necessary to change the Declaration. However, their efforts failed and the Building is still required to be free of cats and dogs. (Exhibit D, p. 8; Exhibit I, p. 5);
- d. In January 2011, the Board unequivocally acknowledged, in the specific context of whether to permit a dog to live in the Building for the purposes of sniffing for bed bugs, that the "Declaration prohibits cats and dogs from being "kept on the premises"" and were warned by legal counsel that they risked an "adverse judicial ruling" (quotations in original) (Exhibit H). The Board was therefore cognizant at the time that it risked this lawsuit and must now live with the consequences of ignoring counsel's accurate warning;
- e. It is Parker who seeks to maintain the *status quo* by compelling defendants to comply with the Act and the Declaration, and by permitting him to own a unit in a building free of cats and dogs;
- f. It is Park Tower who seeks change by cognizantly choosing to ignore the Declaration at the risk of this lawsuit, and who threatens to forcibly break into Parker's property by drilling his door locks if he does not submit to its threat (Exhibit B);

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□
- g. No circumstances exist permitting the Board to authorize one of its members or any other unit owner to keep an animal on the premises in violation of the Declaration. In addition to being free of cats and dogs, the Declaration also states that there is to be no commercial activity (Exhibit C). No acceptable explanation exists requiring the use of a dog to sniff out bed bugs for commercial purposes when other generally accepted and roughly equivalent commercial means exist to perform the same function which do not require violation of the Declaration. Furthermore, the dog is a diagnostic tool only and does nothing to correct the problem – exterminators would be required anyway. Moreover, there is no reason under any circumstances to permit the animal to live in the Building. The decision to ignore the Declaration was based on no more than convenience and, at best, perhaps minor cost savings. The allegations in this subparagraph are upon information and belief.

WHEREFORE, plaintiff CHRISTOPHER PARKER prays that this Court enter an Order for the following declaratory and equitable relief directed against defendant PARK TOWER CONDOMINIUM ASSOCIATION and DAVID NICOSIA:

A. *Injunction prohibiting entry into Parker's unit.* Issuance of a temporary, preliminary and permanent injunction prohibiting Park Tower, it's directors, officers, managers, residents, employees, agents and/or contractors, from entering Parker's unit with a dog or any other animals without his permission for any purpose, including but not limited to sniffing for bed bugs, on June 3, 2011 or any other date;

B. *Injunction against enforcement of Resolution against Parker.* Issuance of a temporary, preliminary and permanent injunction prohibiting Park Tower, it's directors, officers, managers, residents, employees, agents and/or contractors, from enforcing any resolutions, votes or actions against Parker, including a prohibition against entering Parker's unit with a dog or any other animals for any purpose, including but not limited to sniffing for bed bugs, or to otherwise seek redress against Parker for refusing to comply with directives arising from said invalid resolution, vote or action, or to otherwise seek redress against Parker for refusing to comply with directives arising from said actions, including but not limited to assessments, liens, fines, or other financial or legal redress;

C. *Injunction against keeping animals on the premises for purposes of sniffing for bed bugs.* Issuance of a temporary, preliminary and permanent injunction prohibiting Park Tower, it's directors, officers, managers, residents, employees, agents and/or contractors, from enforcing all resolutions, votes or actions insofar as they purport to authorize anyone, including defendant Nicosia, to raise, breed or keep a dog or any other animal in any unit or in the common elements for the purposes of sniffing for bed bugs, and that any such animal be removed from the premises immediately;



Park Tower CONDOMINIUM ASSOCIATION

5415 N. SHERIDAN ROAD • CHICAGO, IL 60640 • (773) 769 3250, FAX (773) 769 0047

February 16, 2011

Sandra Gold
5415 N. Sheridan Road, Unit 809
Chicago, IL 60640

Re: Treatment of Bed Bugs

Dear Owner,

Your unit was inspected for bed bugs on February 4, 2011, and the presence of bed bugs was confirmed. The confirmation was both visual and by canine. As the letter, dated February 4th stated, the deadline for a plan of action regarding the confirmation of bed bugs was set for February 11, 2011.

I contacted you on February 14, 2011, and spoke to you by telephone. You stated that you called an exterminator of your choice the day before and then asked me for more time to make a decision regarding treatment. I recommended that you have your exterminator contact me directly so I could convey what documentation was needed.

To date, we have not been contacted by any exterminator on your behalf or by yourself.

If you choose to have extermination handled by a vendor of your choice, this must be authorized by the Association. They must contact the Management Office and provide the Association with proof of insurance and the Material Safety Data Sheets for any chemicals being used. You may recall, this did not happen in the past. It resulted in a resident on your floor ending up in the



Emergency Room, and the Board assessed a fine to your account. Should you proceed without authorization, you will likely be fined again.

We are extending the deadline to provide a plan of action to 5PM on Monday, February 21, 2011. If you do not contact us by that date, we will schedule your unit for extermination and assess your account for the expenses of doing so. Additionally, you may be subject to fines for your inaction.

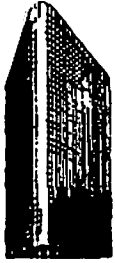
Please contact the Management Office if you need further clarification or have any questions.

Sincerely,



Jacquie Smith
Assistant Manager

cc: Tim Patricio, Property Manager
Board of Directors



Park Tower CONDOMINIUM ASSOCIATION

5415 N. SHERIDAN ROAD • CHICAGO, IL 60640 • (773) 769 3250, FAX (773) 769 0047

February 24, 2011

Sandra Gold
5415 N. Sheridan, Unit 809
Chicago, IL 60640

Re: Pest Control Issue

We were contacted by Zap Pest Control regarding treatment of your unit for bed bugs. Due to insufficient insurance, we cannot approve them to work on the property.

As you have not contacted the Management Office since then regarding a plan for treatment, **we have scheduled your unit for extermination by the Association's vendor. This will be conducted on Tuesday, March 1, 2011 between 9AM and 1PM.**

Please be ready and prepared to have your unit treated at this time. Also note that you cannot be present for treatment and the unit must remain vacant for four hours after treatment.





4301 WILMETTE AVENUE
ROLLING MEADOWS, ILLINOIS 60008

CHICAGO • 773-545-7777
WINNETKA • 847-446-1111
ORLAND PARK • 708-873-1111
FAX # 847-348-1100

OAKBROOK • 630-573-8888
AURORA • 830-897-8300
ARLINGTON HEIGHTS • 847-255-8888

Park Tower Condominiums
5415 N. Sheridan Rd.
Chicago, IL
Account # 7693250

Website www.aerex.com
e-mail aerex@aerex.com

PLAINTIFF'S EXHIBIT
H

SPECIAL INSTRUCTIONS					PESTS TREATED + <i>Bed bugs</i>	COMMERCIAL <input checked="" type="checkbox"/>
DATE <i>3.1.11</i>	TIME IN <i>9:15</i>	TIME OUT	SERVICEMAN NO. <i>55</i>	POINTS	CLEAN-OUT <input type="checkbox"/>	SPECIAL <input type="checkbox"/>
					RECALL <input checked="" type="checkbox"/>	POWER SPRAY <input type="checkbox"/>
					GROUND SPRAY <input type="checkbox"/>	
AMOUNT PAID \$ _____						

COMMENTS
Unit 909 was minimally prepared for bed bugs. Will need follow up treatment.

AREAS TREATED AND/OR INSPECTED	MATERIALS USED	PERCENTAGE	FINISH AMOUNT	EPA REG. #
ENTIRE FACILITY	TALSTAR P.E.C.	0.03 0.08 0.012	<i>1/2 pt.</i>	279-3206
OFFICES	GENTROL E.C.	0.07		2724-351
COMMON AREAS	EXCITER E.C.	2 / 0.24		655-788
EXTERIOR WORK	APICIDE DUST	5.0		36272-14
HALLWAYS	ALPINE DUST	0.25 / 95		499-527
WASHROOMS	FIRST STRIKE BAIT	.0025		7173-258
KITCHEN	MAXFORCE F.C. ANT BAIT STATIONS	.01		432-1256
BASEMENT	ADVION ANT GEL	.05		352-746
LAUNDRY ROOM	AVERT ROACH GEL	.05		489-410
GARBAGE ROOM CHUTES	MAXFORCE F.C. ANT GEL	0.001		432-1264
WAREHOUSE	ADVANCE ANT FINE GRANULE	.011		499-370
CRAWL SPACE	MAXFORCE FINE GRANULE	1.0		432-1262
BOILER ROOM	CB-80 AEROSOL	0.50 / 4.0		9444-175
CAFETERIA	PCO FOGGERS AEROSOL	0.5 / 1.0 / 1.0		9444-185
VENDING AREA	GENTROL AEROSOL	0.36		2724-484
LOCKER ROOM	BEDLAM AEROSOL	0.40 / 1.8		1021-1767
NUMBER OF APARTMENTS TREATED? <i>1</i>	ALPINE AEROSOL	0.5		499-531
ENTRANCES / DOORWAYS	NUVAN PROSTRIPS	18.6 / 1.4		5481-553
STORAGE AREAS	GLUEBOARDS	MICE / RAT		
ELEVATOR				
GARAGE				
STAIRS				
OTHER				

O = ONLY INSPECTED
✓ = INSECTICIDE
X = RODENTICIDE

SERVICE TECHNICIAN'S SIGNATURE

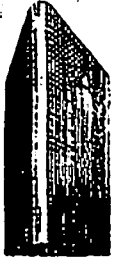
CUSTOMER'S SIGNATURE

Lenny

X Jerry Garcia

CUSTOMER RECEIPT

REVISION 1/2010



Park Tower CONDOMINIUM ASSOCIATION

5415 N. SHERIDAN ROAD • CHICAGO, IL 60640 • (773) 769 3250, FAX (773) 769 0047



March 11, 2011

Sandra Gold
5415 N. Sheridan Road, Unit 809
Chicago, IL 60660

RE: UNIT 809 Bed Bug Infestation

On February 4, 2011, your unit was inspected by the canine and the presence of bed bugs was confirmed. A notice was sent for you to present an action plan by February 11th for treatment. Jacquie Smith followed up with you on February 14th and you stated that you contacted "Zap" Pest Control the day before. She advised you to have Zap contact the Management Office. They contacted Jacquie on February 18th, and subsequently presented an insufficient certificate of insurance, thus they could not exterminate at Park Tower. On February 24th, we issued notice that we scheduled our exterminator to visit and treat your unit on March 1, 2011. This included instructions to prepare the unit for treatment.

As we had discussed and instructed in our notice, extermination requires that your unit be fully prepared. Multiple pest control professionals have advised us that your

lack of preparation will contribute to a continued presence and possible spread of bed bugs. They have recommended that we plan on a second extermination, and possibly a third. **YOU MUST TAKE IMMEDIATE STEPS TO COMPLETELY AND THOROUGHLY PREPARE YOUR UNIT FOR THE NEXT EXTERMINATION.** Please see the attached instructions. The date for extermination has been scheduled for Friday March 25th between 12 and 3 PM. **YOUR UNIT MUST BE PREPARED.**

Also, based on recommendations from multiple pest control professionals, each unit surrounding yours is being proactively treated. While recent canine inspections have not detected a bed bug presence, our exterminator insisted that the severity of the infestation in your unit warrants this treatment as a preventative measure. Because these treatments are warranted due to the condition of your unit, your account will be charged for the cost of these treatments.

Consistent with the Declaration and By-Laws, Section 11, Part G, "No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants." Because you failed to properly prepare for the recent extermination, the Board of Directors will be considering this matter at their March 14th Board of Directors meeting, and a second notice may be sent to you if they find reason to believe you have violated the Declaration in this

respect. You will have an opportunity to request a hearing at that time. Should you be found in violation, you may be fined, and you may be assessed the cost of inspection and extermination of the surrounding units.

Also, should you fail to prepare completely and thoroughly for the March 25th extermination, we anticipate the Board will direct the Association's attorney to file suit for an injunction, and force you to comply with our demands.

Please contact the Management Office if you need further clarification or have any additional questions.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Tim Patricio", with a large, sweeping underline that extends to the right.

Timothy Patricio
Property Manager

cc: Board of Directors



PARK TOWER CONDOMINIUM ASSOCIATION
5415 N. SHERIDAN ROAD • CHICAGO, IL 60640 • (773) 769 3250.

Date: March 23, 2011
To: Sandra Gold Unit 809
From: Property Manager, Tim Patricio
Re: Bed Bug Treatment

REMINDER - TREATMENT SCHEDULED

CONSISTENT WITH OUR LETTER TO YOU DATED MARCH 11, your next treatment for bed bugs has been scheduled for Friday March 25th between 12 and 3PM. Attached again is the list of instructions that are mandatory for proper preparation. Not completely and thoroughly preparing consistent with these instructions could complicate treatment. Also, upon arrival of the exterminator you must not be present or return to the unit for 4 hours.

It is likely, due to the severity of your infestation, that we may need to treat your unit yet again. Inspections will be conducted the next two Wednesdays and Fridays (March 30th, April 1st, 6th and 8th) so we can monitor the conditions and make decisions as to when such follow up treatments should be conducted. Also, we have required proactive treatments to the units above you, below and on both sides, and we are treating the entire hallways on the 7th, 8th and 9th floors. Your assessment account will be charged for these treatments.

If you do not fully and properly prepare and if you do not cooperate with this treatment, the conditions in your unit could worsen and spread, and we will refer the matter to the Rules and Regulations Committee and Board of Directors for consideration. Units that have not cooperated with preparation and treatment have been fined up to \$1000.

Please contact Jacquie Smith or myself in the office with any questions. We thank you in advance for your time and full cooperation.

...Tim P.



Enclosed is information about bed bugs and preparation for such treatment. Please note that the entire unit will be treated and it must be completely prepared in order for the exterminator to guarantee to work. The effects of the recent treatment may take up to 30 days. In that time period, you may see live and dead bed bugs in the unit.

The amount of \$120.00 will be added to your account. This amount is for a one time treatment and includes a re-inspection by the canine 30 days after treatment.

Please contact the Management Office if you need further clarification or have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jacquie Smith".

Jacquie Smith
Assistant Manager

cc: Tim Patricio, Property Manager
Board of Directors



3/25/11

Bed Bug Unit Inspection List

0 = No bed bug sightings
 1 = Minimal bed bug sightings
 2 = Moderate bed bug sightings
 3 = Severe bed bug sightings

Account No. 7693250

Technician GARY B. #32

Building/Unit #	Visual Inspection Code (See legend)	Comments
2514	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> Prepared <input type="checkbox"/> Not Prepared <input type="checkbox"/> Minimally Prepared	Minimal sightings/All Dead in L.R. + Bedroom
2309	<input checked="" type="checkbox"/> 0 <input type="checkbox"/> Prepared <input type="checkbox"/> Not Prepared <input type="checkbox"/> Minimally Prepared	No live activity. stains on mattresses
1714 *	<input checked="" type="checkbox"/> 0 <input type="checkbox"/> Prepared <input type="checkbox"/> Not Prepared <input type="checkbox"/> Minimally Prepared	No live activity. Plenty of dead ones. Unit vacants.
809 *	<input checked="" type="checkbox"/> 3 <input type="checkbox"/> Prepared <input type="checkbox"/> Not Prepared <input type="checkbox"/> Minimally Prepared	No live activity. Hundreds of dead ones. Please throw out mattress.
609	<input checked="" type="checkbox"/> 0 <input type="checkbox"/> Prepared <input type="checkbox"/> Not Prepared <input type="checkbox"/> Minimally Prepared	NO ACTIVITY FOUND
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PLAINTIFF'S EXHIBIT
 K

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

4299d
6246d

PARK TOWER CONDOMINIUM)
ASSOCIATION, an Illinois not-for-profit)
corporation,)

Plaintiff,)

v.)

Case No. 11 CH 14096

SANDRA L. GOLD,)

Defendant.)

AGREED ORDER

This matter coming to be heard for Case Management Conference and for Setting of Preliminary Injunction Hearing, all parties given due notice and the Court being fully advised;

It is hereby ordered:

1. Plaintiff and Defendant (hereinafter Mrs. Gold) agree to take the following actions to remedy the conditions found in the Condominium unit owned by Mrs. Gold (5415 N. Sheridan Rd., Unit 809, Chicago, IL 60640) (the "Unit"):

A. Mrs. Gold is hereby granted until April 26, 2011 at 10:00 a.m. to perform preparation of her unit, as outlined in the "Bed Bug Preparation Instructions", which have been supplied to her, to the extent she is physically able to do so. Gold represents that she is elderly, can only walk with a walker, and has only recently returned from a week's hospital stay and four weeks in a nursing home. She is in frail condition.

B. After the above date/time, the Plaintiff, upon giving 24 hour notice of its intent to enter, may enter the Unit to perform necessary services to complete the preparation of the Unit as to those requirements to which Mrs. Gold is unable to perform and to perform extermination services. All such preparation and extermination services must be rendered within a 24 hour time period during which Mrs. Gold will vacate the premises for her health and safety. *It is understood by the parties that certain outside services, such as dry cleaning and/or laundry, may require additional time.*

C. The Plaintiff and Defendant understand and agree that future preparation and extermination services may be necessary from time to time based on the nature of this issue and agree to work together to resolve issues of preparation and access to the unit for such preparation and extermination services..

This matter is entered and continued until May 4, 2011, at 10:00AM, for further case management, completion of the above preparation and extermination and resolution of pending issue of attorneys' fees/costs.

Park Tower Condominium Association,

By: [Signature]
One of Its Attorneys

Michael G. Kreibich -38862
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, Illinois 60089
847.777.7238

Sandra L. Gold
By: [Signature]
Her attorney - Ralph J. Schindler, Jr.

Circuit Court - 1652

APR 22 2011

JUDGE LEE PRESTON

ENTERED:

Dated: _____
Judge: [Signature] Judge's No: _____