

ATTORNEY # 19046

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

1400 LAKE SHORE DRIVE CONDOMINIUM)
ASSOCIATE, an Illinois Not-for-Profit)
corporation,)

Plaintiff,)

v.)

ANNETTE GOGGINS)
JP MORGAN CHASE BANK, N.A., and)
UNKNOWN OWNERS AND OCCUPANTS,)

Defendants.)

09CH17499

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

COMES the plaintiff, 1400 LAKE SHORE DRIVE CONDOMINIUM

ASSOCIATION, (the "Association") by Gregory A. Bedell of Knabe, Kroning & Mainzer, and David L. Rudolph of the Law Offices of David L. Rudolph, its attorneys, and for its complaint against ANNETTE GOGGINS, ("Goggins"), states as follows:

1. The Association is a not-for-profit corporation organized under the laws of the State of Illinois and is organized for the purpose of a condominium association for the property located at 1400 North Lake Shore Drive, Chicago, Illinois (the "Condominium").

2. Goggins is the owner of Unit 3P of the Condominium; the Association is informed and believes that defendant JP Morgan Chase is holder of a first mortgage on Unit 3P executed by Goggins.

3. The Association is governed by a Declaration of Condominium dated January 17, 2006, and Bylaws adopted pursuant to the Declaration. All units owners' use and occupancy is subject to and controlled by the Declaration and Bylaws; and, when purchasing a unit, each

owner agrees to abide and be bound by them.

4. Paragraph 11 of the Declaration contains provisions relating to “Use and Occupancy of Units and Common Elements.” Subparagraph (g) provides:

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, that may be or become an annoyance or nuisance to the other Owners or occupants.

A copy of the relevant portions of the Declaration and Rules and Regulations, including Paragraph 11, are attached hereto as Group Exhibit A to this Complaint and by this reference is incorporated herein.

5. Pursuant to the Declaration, Bylaws and the Illinois Condominium Property Act, the Association adopted Rules and Regulations for the administration of the property. Rule 24 of the Rules and Regulations provides, in pertinent part:

No resident shall make or permit any disturbance in the building or common areas by themselves, their family or their guest, nor permit anything by such persons that will disturb or interfere with the right, comforts or convenience of other residents.

See Group Exhibit A.

6. In direct violation of Paragraph 11(g) of the Declaration and Rule 24 of the Rules and Regulations, Goggins has engaged in a unending course of conduct which has caused not only annoyance and nuisance to other Unit Owners and Residents but has also caused them to fear for their safety.

7. Beginning at the latest in February, 2009, Goggins has verbally abused and threatened other unit owners and management company employees. On numerous occasions she has screamed at residents and at least once has blocked a unit owner from entering the building.

Goggins often sits on the front steps of the building, verbally abusing unit owners and their guests as they enter the building. On one occasion she approached the front desk smoking what management believed to be a marijuana cigarette.

8. Most distressing is that on one occasion, Goggins brandished a straight razor in the lobby of the building. After dropping the razor on the front desk the agent on duty retreated to the office in fear of his safety. The Affidavit of management employee Garrick Green is attached hereto as Exhibit B and by this reference is incorporated herein.

9. Goggins has also marred the front door of another unit with a sharp object. The occupant who was in the unit at the time noted someone was pushing on the front door and trying to turn the door knob. When he looked through the peep hole he saw it was Goggins and that she had something shiny in her hand. The police were called and found, on examining the door, that it had been damaged. The Affidavits of the Unit Owner and the Occupant are attached as Exhibits C and D respectively and by this reference they are incorporated herein. Copies of photographs of the damage done to the door, are attached as Group Exhibit E.

10. The Association contains two commercial units, a convenience store and a beauty salon. On one occasion, Goggins punched the owner of the convenience store; and, on another occasion, Goggins tried to force her way yelling and screaming into the store after being told by the owner she would not be permitted in. Goggins has also harassed employees and patrons of the beauty salon. The Affidavit of the convenience store is attached hereto as Exhibit F and by this reference is incorporated herein.

11. On at least two occasions, Goggins knocked on other unit owners' doors at 2 and 3 a.m. and has walked up and down the hallway at this hour yelling. Attached as Exhibit G is the

affidavit of the Unit Owner Grace Woods, which, by this reference, is incorporated herein.

12. Unit owners and management staff have repeatedly had to summon the Chicago Police to protect the owners and staff from Goggins' threats and abuse. The police have in fact forcibly removed Goggins on several occasions. The Affidavit of management employee Nakeisha Cole is attached hereto as Exhibit H and by this reference is incorporated herein. Attached as Exhibit I is the Affidavit of Lisa Alberts, property manager for the Association.

13. The frequency of Goggins violative conduct has increased over the last several weeks. Between May 8 and May 13 there were almost daily incidents, including those when Goggins was wielding sharp objects. During this time, the Chicago Police Department was called 9 times because of Goggins dangerous and disruptive conduct.

14. The Association requested politely and informally that Goggins observe the requirements of the Declaration and the Rules and Regulations. When Goggins continued to violate the Declaration and the Rules and Regulations, the Association initiated formal action.

15. By letter dated March 13, 2009, counsel for the Association advised Goggins that she had violated Paragraph 11(g) of the Declaration and Section 24 of the Rules and Regulations on several occasions and requested that she cease and desist from further violations; the letter also advised her of her right to request a hearing on the violations. This letter was served on her by Certified and Regular Mail. A copy of this letter, which contained Incident Reports describing the violations, is attached as Group Exhibit J.

16. Goggins neither requested a hearing nor appeared at the violation hearing held by the Board on March 31, 2009. The Board considered the allegations, found Goggins violated the Declaration and Rules and levied a fine of \$500 plus \$1,000 in attorneys' fees and costs.

Counsel for the Association notified Goggins of this determination by letter dated April 1, 2009, which was served on her by Certified and Regular Mail. A copy of this letter is attached as Exhibit K.

17. By letter dated April 14, 2009, counsel for the Association advised Goggins that she had committed additional violations of Paragraph 11(g) of the Declaration and Section 24 of the Rules and Regulations on several occasions and requested that she cease and desist from further violations; the letter also advised her that a hearing on these violations would occur on Wednesday, April 22, 2009, at 6:30 p.m. in the leasing office of the Condominium. This letter was served on her by Certified Mail and Hand Delivery to her unit. A copy of this letter, which contained Incident Reports describing the violations, is attached as Group Exhibit L.

18. On April 22, 2009, the Board considered the allegations, found Goggins violated the Declaration and Rules and levied a fine of \$500 plus \$771.23 in attorneys' fees and costs. Counsel for the Association notified Goggins of this determination by letter dated April 24, 2009, which was served on her by Certified and Regular Mail. A copy of this letter is attached as Exhibit M.

19. Despite two Notices of Violation and two hearings, Goggins has continued to violate the Declaration and Rules and Regulations and has done so in a more violent and threatening way. Unit Owners, residents, guests and patrons have truly come to fear for their safety because of Goggins' erratic and threatening behavior. See Exhibits B, C, D, Group E, and G.

20. Paragraph 13 of the Declaration provides, in pertinent part:

The violation of any rule or regulation adopted by the Association or the breach of any

covenant or provision contained herein or in the Bylaws shall, in addition to any other rights provided for in this Declaration or the Bylaws, give the Association the right: . . . (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or equity, the continuance of any breach; and, (c) to take possession of such Owner's interest in the Condominium Property and to maintain an action for possession of such Unit in the manner provided by law.

21. In the case where a unit owner, such as Goggins, *continues* to violate the Declaration and Rules despite a hearing and a determination by the Association that the allegations of violation are true, Paragraph 13 of the Declaration gives the Association the right to seek a judicial declaration terminating the unit owner's right to use and occupancy of her unit and, in addition, the right to seek a judicial sale of the unit owner's interest:

Furthermore, if, after hearing and finding as aforesaid, the Owner fails to desist from such violation or take such corrective action as may be required, the Association shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against the defaulting Owner for an order declaring termination of the defaulting Owner's right to occupy, use, or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all right, title, and interest of the Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption that may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale.

See Group Exhibit A.

22. By letter dated May 15, 2009, which was hand delivered to Goggins Unit and mailed to her by Certified Mail, the Association gave Goggins the 10 day notice required by Paragraph 13. A copy of this letter is attached hereto as Exhibit N and by this reference is incorporated herein.

23. The Association has repeatedly notified Goggins that she is violation of the

Declaration and Rules; it has given her an opportunity to be heard; it has found that Goggins repeatedly violated the Declaration and Rules and has done so in a way that endangers safety and quiet enjoyment of other Unit Owners and residents; and it has demanded that this conduct cease and desist.

24. Despite the Association's best efforts to gain compliance and protect the health and safety of the Unit Owners, residents and staff, while respecting Goggins' rights, Goggins failed to desist from violating the Declaration and Rules and, therefore, the Association is entitled under the Declaration to an Order of Court declaring termination of Goggins' right to occupy, use, or control Unit 3P on account of her violations of the rules and her breach of covenants and provisions of the Declaration as outlined above; and an Order that all Goggins' right, title, and interest in the Condominium Property shall be sold at a judicial sale.

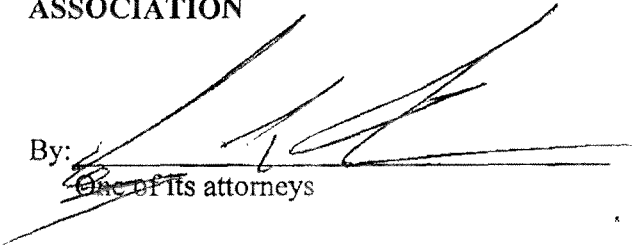
25. In addition, due to Goggins' assaults, battery and repeated threats of violence, the Association also seeks, on behalf of all Unit Owners and management employees, that Goggins be enjoined and restrained from entering the Condominium, including any of the Commercial Units, and from coming within 100 feet of the building or any resident or employee of Association.

Wherefore, the plaintiff, 1400 LAKE SHORE DRIVE CONDOMINIUM

ASSOCIATION prays this Honorable Court grant the following relief:

- a. Order that Goggins' right to occupy, use or control Unit 3P is terminated;
- b. Order that Goggins' right title and interest in the Condominium Property be sold at a judicial sale in accordance with the terms of the Declaration and Order of this Court;
- c. Enjoin Goggins from bidding at any judicial sale of Unit 3P, as provided in the Declaration;
- d. Order that all court costs, reasonable attorneys' fees and other reasonable expenses be paid from the proceeds of any judicial sale.
- e. Order that, after payment of costs, fees and expenses as prayed for above, that any existing first mortgage be retired out of the proceeds of the judicial sale;
- f. Order that any balance of proceeds, after satisfaction of any liens, charges, fees and unpaid assessments, be paid to Goggins;
- g. Enter an Order enjoining Goggins from entry into the Condominium Property, including the Commercial Units.
- h. Enter an Order enjoining Goggins from being within 100 feet of the entrances to the Condominium Property, including the Commercial Units.
- i. Enter an Protective Order enjoining Goggins from coming within 100 feet of Unit Owners or staff;
- j. Award the Association its fees and costs; and
- k. Grant such other and further relief as this Honorable Court deems just.

**1400 LAKE SHORE DRIVE CONDOMINIUM
ASSOCIATION**

By: 
~~One of its attorneys~~

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