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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/16/2015 11:24 AM Pg: 1 of 17

**Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.**

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS
FOR
RIVER WALK LOFTS CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for River Walk Lofts Condominium (hereafter the "Association"), which Declaration was recorded on March 9, 2000, as Document No. 00170100 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "1", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Section 27(c) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers at a meeting called for this purpose unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent (20%) of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

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WHEREAS, the copy of the Declaration available from the Cook County Recorder of Deeds, and therefore the public record, does not include the entire Declaration that was presented to the Cook County Recorder of Deeds for recording on March 9, 2000, as page (v) through and including page (ix) of the By-Laws (attached to the Declaration as Exhibit "C") are missing;

WHEREAS, the Board of Managers of the Association has obtained a true, correct, and complete copy of the Declaration that was presented to the Recorder of Deeds of Cook County on March 9, 2000 for recording;

WHEREAS, the Board of Managers of the Association desires to record a true, correct, and complete copy of the missing pages of the Declaration that was presented to the Recorder of Deeds of Cook County on March 9, 2000 for recording so that the copy in the public record is complete; and

WHEREAS, Section 27(b) of the Act provides a procedure for amending the Declaration to correct such an error or omission in the Declaration; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held March 18, 2015; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty (30) days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

NOW THEREFORE, the true, correct, and complete copy of page (i) through and including page (ix) of the By-Laws (attached to the Declaration as Exhibit "C") that was presented to the Recorder of Deeds of Cook County on March 9, 2000 for recording is attached hereto as Exhibit "2" and made a part hereof.

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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Anita Birsa, am the President of the Board of Managers of River Walk Lofts Condominium Association, an Illinois condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 18th day of March, 2016


BY: Anita Birsa
President

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BOARD MEMBER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the River Walk Lofts Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of River Walk Lofts Condominium Association held on March 18, 2018.


Printed name: Amrita Birsa


JOLES A. HEINEMANN III
Printed name: ~~JOLES A. HEINEMANN III~~


Printed name: Nicholas C. Doran

Sisoumang Sannakone
Printed name: Sisoumang Sannakone


Printed name: DANIEL W. BULTES

Being the members of
the Board of Managers of River Walk Lofts Condominium
Association


ATTEST: 
Secretary

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AFFIDAVIT OF SECRETARY

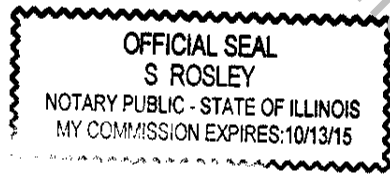
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sisouphone Souvannakone, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of River Walk Lofts Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on March 18, 2014 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.


Secretary of the
River Walk Lofts Condominium Association

SUBSCRIBED AND SWORN to
before me this 18 day
of March, 2014


Notary Public



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EXHIBIT "1" **LEGAL DESCRIPTION**

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 101, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, AND 513 IN THE RIVER WALK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00170100, AS AMENDED FROM TIME TO TIME, IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known As: 2911 North Western Avenue
Chicago, Illinois 60618

Permanent Index Number: 14-30-116-023-1001
through and including: 14-30-116-023-1065

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EXHIBIT "2"

TRUE, CORRECT, AND COMPLETE COPY OF PAGE (i) THROUGH AND INCLUDING PAGE (ix) OF THE BY-LAWS (ATTACHED AS EXHIBIT "C" TO THE DECLARATION) THAT WAS PRESENTED TO THE RECORDER OF DEEDS OF COOK COUNTY ON MARCH 9, 2009 FOR RECORDING

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "C"****BY-LAWS OF
RIVER WALK LOFTS CONDOMINIUM ASSOCIATION****ARTICLE 14****MEMBERS****(UNIT OWNERS)**

14.1 Eligibility. The Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the Unit Owners of the Property in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners. The foregoing and other capitalized terms herein are used in these By-Laws as such terms are defined in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for River Walk Lofts Condominium, which Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and incorporated herein by this reference. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration.

14.2 Succession. The membership of each Unit Owner shall terminate when such Unit Owner ceases to be a Unit Owner. Upon the sale, transfer or other disposition of a Unit Owner's ownership interest in the Property, such Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

14.3 Annual Meeting. The Unit Owners shall hold regular meetings one of the purposes of which shall be to elect members to the Board (the "Initial Board"). The first meeting of Unit Owners (the "Initial Meeting") shall be held not more than sixty (60) days after the earlier of: (i) the date that the Developer has sold and delivered its deeds for at least 75% of the Units, or (ii) three (3) years from the date of recording of the Declaration. At the Initial Meeting, the voting members shall elect the "Initial Board".

The Developer shall give no less than twenty-one (21) days notice of the Initial Meeting to elect the Initial Board and shall provide to any Unit Owner within three (3) working days of the request, the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at such meeting. Subsequent to the Initial Meeting, there shall be a regular

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annual meeting of Unit Owners held each year on or about the first Monday of October of each year or at such other time as the Board shall designate. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting. In the event the Developer does not call a meeting for the purpose of election of the Initial Board within the time provided in this paragraph, Unit Owners holding 20% of the aggregate interest in the Association may call a meeting by filing a petition for such meeting with the Developer, after which said Unit Owners shall have authority to send notice of said meeting to the Unit Owners and to hold such meeting.

14.4 Special Meetings. Special meetings of the Unit Owners may be called by the President, the Board or by 20% of the Unit Owners. Matters subject to the approval of Unit Owners, as set forth in the Act, Declaration or these By-laws shall be submitted to the Unit Owners for their approval at special meetings which shall be called for such purpose by the President or the Board.

14.5 Delivery of Notice of Meetings. Notices of meetings stating the time, place and purpose thereof shall be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board. All such notices shall be delivered to all Unit Owners not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting. Any notice of any meeting mailed to a Unit Owner shall be deemed delivered on the second regular mail delivery day following the day of deposit of such notice in the United States mail, postage prepaid, addressed as aforesaid.

14.6 Voting.

a. The aggregate number of votes for all Unit Owners shall be one hundred (100), and, except as otherwise herein provided, shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit "D" to the Declaration. Notwithstanding the foregoing, if 30% or fewer of the Units, by number, possess over 50%, in the aggregate of the votes in the Association, any percentage vote of the members of the Association specified herein or in the Declaration or Act shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to the Units that would otherwise be applicable.

(b) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group comprising all of the Owners of a Unit Ownership, or may be some person designated to act by proxy for such Owner(s) and who need not be an Owner. Such designation shall be made in writing to the Board by the Owner or the Owner's duly authorized attorney in fact and shall be revocable at any time by actual notice to the Board of the death or

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judicially declared incompetence of any designator, or by written notice to the Board by the Owner(s). The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Any proxy distributed for elections to the Board shall give the Unit Owners the opportunity to designate any person as proxy holder and shall give the Unit Owners the opportunity to express a preference for any of the known candidates for election to the Board or to write in a name. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. If only one of the multiple Unit Owners is present at a meeting of the voting members, such Unit Owner shall be entitled to cast the votes allocated to such Unit. If more than one of the multiple Unit Owners are present, the votes allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such multiple Unit Owners. If any one of such multiple Unit Owners casts the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any of the other multiple Unit Owners of such Unit, such votes shall be counted. In the event of such protest, the votes attributable to such Unit shall not be counted.

(c) The affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements shall be required in order to approve any of the following proposed actions: (i) merger or consolidation of the Association; (ii) sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all, of the Property and assets of the Association; and (iii) the purchase or sale of land or Units on behalf of all Unit Owners.

14.7 Quorum. A quorum of Unit Owners for any meeting shall be constituted by the presence in person or by proxy at such meeting of at least twenty percent (20%) of the Unit Owners unless the Unit Owners, in accordance with the Act, provide otherwise. If a meeting must be adjourned as a result of failure to obtain a quorum, the quorum requirement for any immediately subsequent reconvening of such meeting, or immediately subsequent meeting called for the same purpose as such meeting shall have been called, shall be one-half of that initially required.

ARTICLE 15

BOARD OF DIRECTORS

15.1 Number, Election and Term of Office. The first Board of Directors of the Association (referred to in the Act as the "board of managers," and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter sometimes referred to as "directors").

Directors shall be elected at the regular annual meeting of voting members, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") or appointed by Developer shall serve until the Initial Meeting of voting

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members. At the Initial Meeting of the voting members, the Board shall be increased to five (5) members. Those candidates for election as director who receive the greatest number of votes cast at the meeting shall be elected. Directors elected at the Initial Meeting shall serve as directors until the first regular annual meeting of voting members and until their successors shall have been elected and qualified. At the first regular annual meeting of members, the three candidates receiving the greatest number of votes shall be elected to serve as directors for a term of two years and the two candidates receiving the next highest number of votes shall be elected for a term of one year, and shall serve until their successors shall be elected and qualified. Except as provided in Section 14.4, each successor to a director elected at the first regular annual meeting of members shall serve for a term of two years and shall serve until their successor shall be elected and qualified. Directors may be elected to succeed themselves but the term of any director shall not exceed two years. All members of the Board shall be elected at large.

15.2 Biographical Information. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (i) no preference is expressed in favor of any candidate; and (ii) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

15.3 Qualification. Each director (except for directors appointed by the Developer or Trustee) shall be a Unit Owner, or, if a Unit Owner is a corporation, a director may be an officer of such Unit Owner, or if a Unit Owner is a partnership, a director may be a partner of such Unit Owner, or if a Unit Owner is a trust, a director may be a beneficiary of such Unit Owner. If a director shall cease to meet such qualifications during their term, they shall thereupon cease to be a director and their place on the Board shall be deemed vacant. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

15.4 Vacancies.

(a) Except as hereinbelow provided, any vacancy occurring on the Board, other than a vacancy among any directors appointed by the Developer, may be filled by not less than a two-thirds vote of the remaining members thereof, and any director so elected to fill a vacancy (an "Interim Director") shall hold office for a term expiring on the date of the next annual meeting of voting members. Notwithstanding the foregoing, if the Board shall receive a petition signed by not less than Unit Owners holding 20% of the votes in the Association requesting a meeting of Association members to fill any such vacancy (other than that of a director appointed by the Developer), the Board shall call a special meeting for such purpose within 30 days of the date of receipt of such petition and, at such special meeting, a successor shall be elected by a majority vote of those members present at such meeting either in person or by proxy to serve as director for the unexpired remainder of the term of the director whom he succeeds.

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(b) Notwithstanding anything to the contrary contained in subparagraph 4(a), if an Interim Director is chosen by the Board to fill a vacancy on the Board, and the term of the member of the Board whose vacancy has been so filled would not otherwise have expired until one year after the next annual meeting of members of the Association, then the successor to such Interim Director to be elected at the next annual meeting of members shall be elected for a term of one year only in lieu of two years.

(c) Vacancies among directors appointed by Developer may be filled by appointment by the Developer.

15.5 Meetings.

(a) The Board shall meet at least four (4) times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Unit Owners. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than seventy-two (72) hours prior to the date of each such meeting.

(b) Special meetings of the Board shall be held upon a call by the President or by 25% of the members of the Board on not less than seventy-two (72) hours' notice in writing to each director, delivered personally or by mail or telegram at the address given to the Board by said director for such purposes.

(c) Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute their waiver of notice of said meeting.

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(d) Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses or User Charges. Any vote on the matters listed in subparagraphs (i), (ii), and (iii) above shall be taken at a Board meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board required by the Act to be open to any Unit Owner by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right of Unit Owners to make such recordings. Except where such meetings concern the adoption of the proposed annual budget or any increase or establishment of an assessment (in which case each Unit Owner shall receive notice in the same manner as provided for membership meetings), notice of each such meeting shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Unit Owner entitled to such notice before the meeting is convened. With respect to any meeting of the Board where adoption of the annual budget for the Association is on the agenda, all Unit Owners shall receive written notice of such meeting not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting, stating the time and place of said meeting and the matters to be considered. Copies of notices of meetings of the Board shall be posted in entrance ways, elevators, or other conspicuous places in the Property at least forty-eight (48) hours prior to the meeting of the Board.

15.6 Removal. Any director may be removed from office for cause by the vote of Unit Owners owning at least two-thirds (2/3) of the total ownership interest in the Common Elements.

15.7 Compensation. Directors shall receive no compensation for their services.

15.8 Quorum. A majority of directors shall constitute a quorum.

15.9 Counting of Votes. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots for such election.

15.10 Contract Purchasers. In the event of a resale of a Unit the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such times as he resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and shall have the right to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this

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subsection "installment contract" shall have the same meaning as set forth in Section 15-1214 of the Illinois Mortgage Foreclosure Law effective July 1, 1987.

15.11 Powers and Duties. The Board shall have the following powers and duties, subject to the provisions of the Declaration:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to, at its option, engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) after a meeting of the Unit Owners, at which a quorum of Unit Owners need not be present, called for the specific purpose of discussing proposed rules and regulations, or amendments thereto, notice of which shall contain the full text thereof, to adopt and from time to time amend rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements; provided, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution; nor may any rules or regulations conflict with the provisions of the Act or the Declaration and these By-Laws;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, accountants and attorneys and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the manager or Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

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- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (j) to have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to such Unit or to another Unit or Units;
- (k) to obtain adequate and appropriate kinds of insurance as provided in the Declaration;
- (l) to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable;
- (m) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (n) to enter into agreements or arrangements for premises suitable for use as apartments for building personnel, upon such terms as the Board may approve;
- (o) to bid for and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other private or public sale, upon the consent or approval of two-thirds of the Unit Owners other than the Unit Owner whose Unit is subject to such sale, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit;
- (p) to make such mortgage arrangements and special assessments proportionately among the Unit Owners, and such other financing arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association; provided, however, that no such financing arrangements shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto;
- (q) to obtain a fiduciary or other bond as the Act may require in amounts and covering all persons required by the Act, the cost of which shall be a Common Expense;
- (r) to own, encumber, lease, convey, and otherwise deal with Units conveyed to or purchased by it;

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- (s) to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interest may appear;
- (t) to obtain loans in the name of the Association for the purpose of providing funds for the repair, replacement and renovation of the Common Elements and to assign future income of the Association including assessments due from Unit Owners as security for repayment thereof;
- (u) to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, User Charges or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, these By-laws or the rules and regulations of the Association, all in the manner set forth in the Declaration;
- (v) to acquire and pay out of the maintenance fund hereinafter provided for, the following:
- (i) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments of the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and nonadverse to each other. The cost of such services shall be Common Expenses or User Charges as appropriate.
 - (ii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (including the cost of maintenance, repair and replacement of balcony structures, but not including the interior surfaces of the Units and of windows and hallway and perimeter doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain, and repair), and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
 - (iii) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs, or structural alterations which the Board is required to secure or pay for, pursuant to the terms of the Declaration and By-Laws, in which in its opinion shall be necessary or proper for the maintenance and operating of the Property as a quality condominium development or for the enforcement of the restrictions contained herein.
 - (iv) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and

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severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien shall be specifically assessed to said Unit Owners.

- (v) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, and if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (w) to grant and record easements for installation of cable and associated equipment to companies furnishing pay television service to the Property as permitted by law;
- (x) to exercise all other powers and duties of the Board provided for by the Act, the Declaration, the Illinois Not-For-Profit Corporation Act or otherwise permitted by law;
- (y) to record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners in conformity with the Act;
- (aa) to record any easement pursuant to the provisions of the Declaration;
- (ab) to grant leases and licenses with respect to the Common Elements;
- (ac) subsequent to the Initial Meeting of members, except for (i) litigation seeking to enforce any remedy available to the Association at law or in equity, including those provided for in the Declaration, in the case of a violation of any provision of the Declaration, these By-laws or the rules and regulations of the Association, including by way of example and not limitation, failure by a Unit Owner to pay their proportionate share of Common Expenses or User Charges, (ii) litigation in connection with real estate tax assessments on the Property, or (iii) litigation against a contractor by reason of the claimed breach of a contract entered into by the Board, the Board shall have the authority to commence any litigation without the prior consent of not less than two-thirds (2/3) of the total ownership interest in the Common Elements.