

# UNOFFICIAL COPY



Doc#: 1510041154 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/10/2015 04:20 PM Pg: 1 of 7

This instrument was prepared by  
and after recording to be mailed to:  
Rebecca B. Wimbush  
307 West Harris Avenue, #A-1  
LaGrange, IL 60525  
Tel: (708) 579-0824

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE DALESHIRE CONDOMINIUM ASSOCIATION

Original Document recorded in Cook County, Illinois: June 20, 1989  
Document #89279175

First Amendment recorded in Cook County Illinois: May 19, 1999  
Document #99483508

Second Amendment recorded in Cook County Illinois: May 05, 2009  
Document #0912548001

Third Amendment recorded in Cook County Illinois: June 4, 2010  
Document #1015548000

# UNOFFICIAL COPY

**Legal Description of the land:**

Lot A according to the plat of consolidation of Lot 15 and Lot 16 to be known hereafter as lot A in Block 26 in LaGrange in the East 1/2 of the South West 1/4 and part of the North West 1/4 lying South of the Chicago Burlington and Quincy Railroad in Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded October 3, 1956 as Document #16716020 in Cook County, Illinois

Commonly known as: 307 West Harris  
LaGrange, Illinois 60525

# UNOFFICIAL COPY

In accordance with Article XV, Section 15.07 of the Bylaws of the Daleshire Condominium Association,

BE IT HEREBY RESOLVED, THAT Article IX, Section 9.02 Lease (a thru f), and as previously amended by the First Amendment, shall be deleted in its entirety and replaced with the following new language:

**“9.02 LEASE a)** No unit shall be leased at any time except under unusual, extenuating circumstances. If a unit owner finds it necessary to lease their unit, they shall submit a written request to the Board of Directors outlining the specific circumstances and reasons under which they need to lease their unit. Within ten (10) days of receipt of such written request, the Board President shall call a special meeting of the Association members to review the owner's request and to determine if an extenuating circumstance exists to allow a lease. Three-fourths of the total votes shall be required for consent to be given for a lease. If a lease is approved by the Association membership, such lease shall be for a term of one (1) year only from date of lease. For a Lease extension, the unit owner may submit a written request to the Board of Directors for board review and approval. All monthly assessments for leased unit shall be paid directly to the Association by the Owner/Lessor of the unit and not by the Lessee. If Lessee defaults on rent to Owner/Lessor, Owner/Lessor shall remain responsible for the monthly assessment to the Association. The Lessee shall be required to follow all the provisions of the Bylaws and the Rules and Regulations of the Association. If Lessee fails to follow this requirement, such failure shall result in termination the Lease.

b) Subleases shall be prohibited.

BE IT FURTHER RESOLVED, THAT Article XVIII, Section 18.02 (f) shall be and is further amended as follows:

f) To pay for landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of all common elements ~~(but not including~~ excluding limited common elements dedicated to a specific unit including the cleaning of the interior and exterior of unit windows and the interior of doors appurtenant to a unit, if any, and the interior surfaces of the units and of the interior surfaces of hallway doors appurtenant thereto, which the unit owner shall paint, clean, decorate, maintain, and repair, except if necessitated by repairs to the common elements) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the common elements. Anything in the foregoing to the contrary notwithstanding, and, except where the need for repair or replacement is due to the act or omission of a unit owner, guests, occupant, family member or pet, the Association shall be responsible for the repair and replacement (and cleaning of the interior and exterior surfaces) of all common area windows in accordance with Section 8.02.

# UNOFFICIAL COPY

DATED: April , 2015

**ACKNOWLEDGED:**

Unit 3B: 1804-124-034-1005  
Daniel Moynihan

Unit BB: 1804-124-034-1008  
Joan Zahorik  
Trustee of the Helene McInerney Trust

Unit 2B: 1804-124-034-1003  
Nancy Kelley

Unit 1B: 1804-124-034-1001  
Joan Zahorik

Unit AB: 1804-124-034-1007  
Marie Griffin

Unit 1A: 1804-124-034-1002  
Rebecca Wimbush

Unit 3A: 1804-124-034-1006  
Lisa Bower

Unit 2A: 1804-124-034-1004  
Heidi Aguilar

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK )

I, Sharon P. Sherrick a Notary Public in and for said County of Cook in the State of Illinois, do hereby certify that Daniel Moynihan, Joan Zahaorik, a Trustee of the Helene McInerney Trust, Nancy Kelley, Joan Zahorik, Marie Griffin, Rebecca Wimbush, Lisa Bower, and Heidi Aguilar, personally known to me to be the same people whose names are subscribed to the foregoing instrument as the Owners of the eight units of the Daleshire Condominium Association, Inc., appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act.

GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of April 2015.

Sharon P. Sherrick  
Notary Public



My Commission Expires: 2-15-2019

# UNOFFICIAL COPY

## RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE DALESHIRE CONDOMINIUM

In accordance with Article XV, Section 15.07 of the bylaws of the Daleshire Condominium Association,

BE IT HEREBY RESOLVED, THAT Article IX, Section 9.02 Lease (a. thru f.), and as previously amended by the First Amendment, shall be deleted in its entirety and replaced with the following new language:

**“9.02 LEASE** a) No unit shall be leased at any time except under unusual, extenuating circumstances. If a unit owner finds it necessary to lease their unit, they shall submit a written request to the Board of Directors outlining the specific circumstances and reasons under which they need to lease their unit. Within ten (10) days of receipt of such written request, the Board President shall call a special meeting of the Association members to review the owner’s request and to determine if an extenuating circumstance exists to allow a lease. Three-fourths of the total votes shall be required for consent to be given for a lease. If a lease is approved by the Association membership, such lease shall be for a term of one (1) year only from date of lease. For a Lease extension, the unit owner may submit a written request to the Board of Directors for board review and approval. All monthly assessments for leased unit shall be paid directly to the Association by the Owner/Lessor of the unit and not by the Lessee. If Lessee defaults on rent to Lessor, Owner/Lessor remains responsible for monthly assessment to the Association. The Lessee shall be required to follow all the provisions of the Bylaws and the Rules and Regulations of the Association. If Lessee fails to follow this requirement, such failure shall result in termination the Lease.

b) Subleases shall be prohibited.

BE IT FURTHER RESOLVED, THAT Article XVIII, Section 18.02 (f) shall be and is further amended as follows:

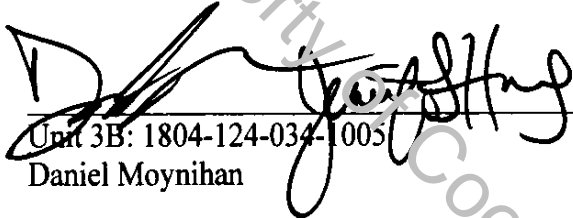
f) To pay for landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of all common elements (~~but not including~~ excluding limited common elements dedicated to a specific unit including the cleaning of the interior and exterior of unit windows and the interior of doors appurtenant to a unit, if any, and the interior surfaces of the units and of the interior surfaces of hallway doors appurtenant thereto, which the unit owner shall paint, clean, decorate, maintain, and repair, except if necessitated by repairs to the common elements) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty

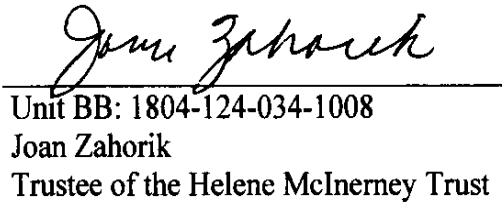
# UNOFFICIAL COPY

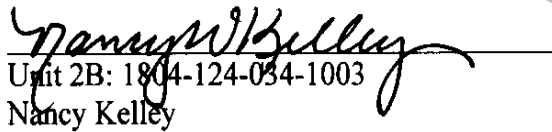
notwithstanding, and, except where the need for repair or replacement is due to the act or omission of a unit owner, guests, occupant, family member or pet, the Association shall be responsible for the repair and replacement (and cleaning of the interior and exterior surfaces) of all common area windows in accordance with Section 8.02.

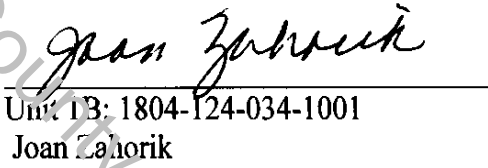
**DATED:** April , 2015

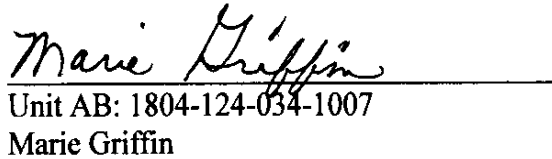
**ACKNOWLEDGED:**

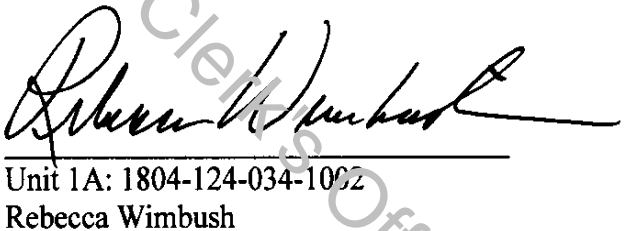
  
Unit 3B: 1804-124-034-1005  
Daniel Moynihan

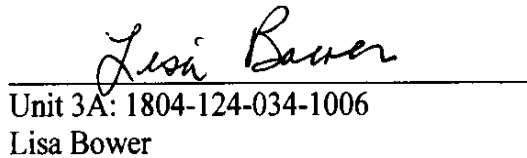
  
Unit BB: 1804-124-034-1008  
Joan Zahorik  
Trustee of the Helene McInerney Trust

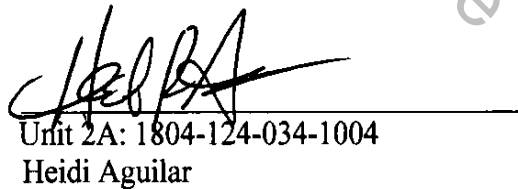
  
Unit 2B: 1804-124-034-1003  
Nancy Kelley

  
Unit 1B: 1804-124-034-1001  
Joan Zahorik

  
Unit AB: 1804-124-034-1007  
Marie Griffin

  
Unit 1A: 1804-124-034-1002  
Rebecca Wimbush

  
Unit 3A: 1804-124-034-1006  
Lisa Bower

  
Unit 2A: 1804-124-034-1004  
Heidi Aguilar