



8 0 5 9 1 6 3
Tx:4041659

2013R-11278
GEORGIA VOLM
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
11/06/2013 2:39 PM
REC FEE: 19.00
GIS RECORDER FEE: 1.00
GIS COUNTY FEE: 19.00
RHSP HOUSING FEE: 9.00
ELECTRONICALLY RETURNED

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF GARDENDALE CONDOMINIUM**

This Fourth Amendment to Declaration is made and entered into this 2 day of October, 2013, by The Gardendale Homeowners Association (the "Association"), pursuant to Section 18 of the Declaration.

WITNESSETH:

WHEREAS, by Declaration of Condominium of Gardendale Condominium dated June 27, 1994 and recorded in the Office of the Recorder of Deeds of Adams County, Illinois on July 25, 1994, in Book 91 of Miscellaneous at page 440 as amended by a First Amendment to Declaration of Condominium of Gardendale Condominium dated December 19, 1994 and recorded on December 21, 1994, in Book 91 of Miscellaneous at page 636 and as amended by a Second Amendment to Declaration of Condominium of Gardendale Condominium dated May 31, 1996 and recorded on June 4, 1996, in Book 92 of Miscellaneous at page 49 and as amended by a Third Amendment to Declaration of Condominium of Gardendale Condominium dated October 28, 1997 and recorded on October 30, 1997, in Book 92 of Miscellaneous at page 685 (the "Declaration"), the Declarant submitted certain real estate therein described to the provisions of the Act; and

WHEREAS, Section 13 of the Declaration reserved unto the Declarant or Developer for a period of seven (7) years, commencing July 25, 1994 and ending July 24, 2001 (the "Seven Year Deadline Date"), the right to annex and add to the Parcel and Property, and thereby to add to the Condominium created by the Declaration, all or any portion of the Additional Land; and

WHEREAS, more than seven (7) years has passed since the Declaration was filed of record, thereby requiring, if Additional Land is to be added to the Condominium, that Section 13 be amended in accordance with the terms of the Declaration; and

WHEREAS, pursuant thereto, the Association wishes to amend Section 13 of the Declaration to allow the Declarant or the Developer, with the consent and approval of the Association, to add any of the Additional Land to the Condominium at any time after the Seven Year Deadline Date; and

WHEREAS, further, pursuant to the process set forth in the Declaration, the Association wishes to amend Section 11(c) of the Declaration so as to shift the cost of maintenance, repair and replacement of the Limited Common Elements and some Common Elements from the Association to the Unit Owners as provided hereinafter.

NOW, THEREFORE, the Association does hereby amend the Declaration as follows:

1. Section 11(c) of the Declaration is amended in its entirety to read as follows:

"(c) Each Unit Owner shall be obligated to maintain and keep his Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. Without limiting the generality of the foregoing, each Unit Owner, at his own expense, shall maintain the interior and exterior surface, windows, ledges, gutters and downspouts, including the boundary surfaces of his Unit, shall keep the interior and exterior of his Unit in a clean and sanitary condition; shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his Unit, and shall be responsible financially for the maintenance and repair of the doorways, walkways adjacent to or serving his Unit and for all personal property, including carpets, furnishings, fixtures and appliances within the Unit. The use of coverings on interior and exterior surfaces of windows,

whether by draperies, shades, or other items visible on the exterior of the Building shall be subject to the rules and regulations of the Association. Each Unit Owner shall also be responsible for maintaining and replacing the plumbing fixtures, water heaters, cabinets, fireplaces, furnaces, and other heating equipment, light fixtures, refrigerators, air conditioning equipment, dishwashers, washers, dryers, disposals or ranges in or connected with his Unit and for his exclusive use. The Unit Owner shall also, at his own expense, keep in a clean and sanitary condition the patio and garage which are part of the Unit. The Association shall not be liable or responsible for any loss or damage caused by theft or otherwise or articles which may be stored by the Unit Owner on such patio, garage or in his Unit. As more fully set forth in the Bylaws, the Association shall maintain all Common Elements whether limited or general, except as otherwise provided in the Bylaws.”

2. The first sentence of Section 13 of the Declaration is amended in its entirety to read as follows:

“Declarant or Developer reserves the right, unilaterally, from time to time, within seven (7) years of the date of the recording of this Declaration, being until July 25, 2001 and after July 25, 2001, only with the written consent and approval of the Association, to annex and add to the Parcel and Property and thereby add to the Condominium created by this Declaration, all or any portion of the additional land legally described in Exhibit E, attached hereto and made a part hereof (the “Additional Land”) by an amendment thereto and by recording an amended plat in accordance with Section 5 of the Act and an Amended Declaration in accordance with Section 6 of the Act.”

3. The Association states and verifies hereby, as evidenced by the attached Affidavit (Exhibit A), that the Board of Directors, unanimously, and Members, by more than three-fourths (3/4ths) thereof, have approved, in writing, this Fourth Amendment as required by Section 18 of the Declaration.

4. The Association also hereby acknowledges that the Developer has designated Beck Properties, Inc., as the Developer (“Designated Developer”), of a portion of the Additional Land, being the real estate described on Exhibit B (the “Additional Property”). Such designation will be effective upon the Designated Developer’s purchasing the Additional Property from

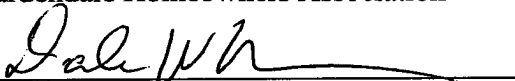
Developer with the understanding and agreement that the Designated Developer will build one or more Units thereon which, with the Additional Property, will be added by the Designated Developer to the Parcel and Property and submitted thereby to the provisions of the Act as part of the Condominium in accordance with, and to be governed in all other respects by, the terms and provisions of the Declaration.

5. This Amendment shall be effective as if executed on the date the original Declaration was signed, as if the terms hereof were part and parcel thereof from and after the original date thereof.

6. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its original terms. All capitalized words and phrases having a defined meaning when used in the Declaration shall have the same meaning when used herein.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment by and through its designated representative on the date hereof.

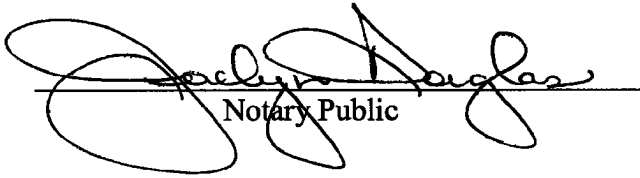
The Gardendale Homeowners Association

By: 
Its President

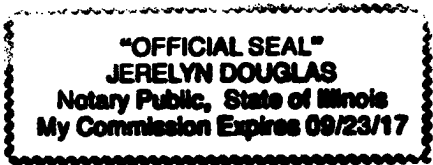
STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, Jerelyn Douglas, a Notary Public in and for said county and state, do hereby certify that Dale Craver, the President, of The Gardendale Homeowners Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Dale Craver, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3 day of Oct, 2013.



Notary Public



THIS INSTRUMENT PREPARED BY:
William M. McCleery, Jr.
Schmiedeskamp, Robertson, Neu & Mitchell LLP
525 Jersey Street, P.O. Box 1069
Quincy, Illinois 62306
217/223-3030

EXHIBIT A
AFFIDAVIT

AFFIDAVIT

STATE OF ILLINOIS)
) ss
COUNTY OF ADAMS)

The undersigned, being a duly authorized officer of Gardendale Condominium Association, and being of legal age and under no disability and having been first duly sworn upon his oath states as follows:

1. That I am the president of the Gardendale Condominium Association (the "Association").

2. That the Association is a Condominium Association created by a Declaration of Condominium of Gardendale Condominium dated June 27, 1994 recorded in the Office of the Recorder of Deeds of Adams County, Illinois on July 25, 1994 in Book 91 of Miscellaneous at Page 440 (as amended, the "Declaration").

3. That under the Bylaws of the Association duly adopted in accordance with the Declaration, a three (3) person Board of Directors is charged with the management and oversight of the Association.

4. The Declaration requires that amendments to Sections 11(c) and 13 of the Declaration be approved by all of the Directors and by not less than 75% of the Unit Owners/Members.

5. The Bylaws of the Association require that amendments thereto ("Bylaw Amendments") must be approved by 66 2/3% of the Unit Owners/Members.

6. That the Fourth Amendment to the Declaration was approved by the Board of Directors by unanimous written consent a copy of which is attached hereto.

7. That not less than (i) 75% of the Unit Owners/Members and, in fact, 10 out of 10 or 100 % approved the Fourth Amendment and (ii) 66 2/3% of the Unit Owners/Members and, in fact, 10 out of 10 or 100 % approved the Bylaw Amendments as evidenced by the Certificate of Approval which is also attached hereto.

8. That to the best of my knowledge and belief, all of the requirements for amending Sections 11(c) and 13 of the Declaration and for adopting the Bylaw Amendments, in each case, pursuant to the Declaration and Bylaws, have been met and satisfied.

FURTHER AFFIANT SAYETH NOT.

Gardendale Homeowners Association

By: 
Dale W. Craven, President

EXHIBIT B

A part of the Southwest quarter of Section 6 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, being described as follows:

Beginning at the southeast corner of Emery Gardens, a subdivision recorded in Book 13 of Plats at Page 839 in the Office of the Adams County Recorder of Deeds, thence North 0 degrees 26 minutes 00 seconds East along the east line of said Emery Gardens 660.00 feet to a point on the south line of State Street, thence South 89 degrees 10 minutes 00 seconds East along the south line of said State Street a distance of 75.00 feet to the true point of beginning, thence from the true point of beginning South 0 degrees 26 minutes 00 seconds West parallel with the east line of said Emery Gardens 182.50 feet, thence South 89 degrees 10 minutes 00 seconds East parallel with the south line of said State Street a distance of 90.00 feet, thence North 0 degrees 26 minutes 00 seconds East parallel with the east line of said Emery Gardens 182.50 feet, thence North 89 degrees 10 minutes 00 seconds West 165 feet to a point on the south line of State Street being the true point of beginning and being 0.38 acres, more or less.