



Larry D. Ehmen, County Recorder

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Schmiedeskamp, Robertson

**TENTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF KINGS POINTE**

This Tenth Amendment to Declaration of Condominium of Kings Pointe ("Amendment") is made and entered into this 30 day of July, 2004, by the Kings Pointe Homeowners Association ("Association") acting by and through its authorized officer.
WITNESSETH:

WHEREAS, by Declaration of Condominium of Kings Pointe (the "Declaration") recorded in the office of the Recorder of Deeds of Adams County, Illinois on the 10th day of November, 1994 in Book 91 of Miscellaneous at Page 582, Mercantile Trust & Savings Bank, as Trustee under the provisions of a Trust Agreement dated August 9, 1997 and known as Trust No. 49-6669, having its principal offices at 133 North 33rd Street, Quincy, Illinois 62301 (the "Developer") submitted certain real estate therein described (the "Parcel") to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, by various amendments to the Declaration, the Developer has annexed and added additional land to the Parcel and has submitted such additional property to the Act; and

WHEREAS, pursuant to the Declaration, the Association has been organized as a not for profit corporation and has duly elected a board of directors; and

WHEREAS, the board of directors unanimously and the Unit Owners by an affirmative vote of at least seventy-five percent (75%) have approved, as evidenced by the Affidavit attached hereto, this Amendment and the specific changes to the Declaration set forth herein, all in accordance with paragraph 18 of the Declaration; and

WHEREAS, a copy of this Amendment was mailed by certified mail, return receipt requested, to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of the approval of this Amendment.

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

1. Paragraph 7 of the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

"7. Sale or Other Alienation. Any Unit Owner who desires to sell his Unit (the "Selling Unit Owner") and has executed a bona fide offer in writing with respect thereto, together with the purchaser under such offer and any mortgagee's which has an interest or prospective interest in the Unit to be sold upon a request within ten (10) days advance notice to the Association and upon the payment of a reasonable fee fixed by the Association, not to exceed Twenty Dollars (\$20.00) shall be entitled to receive and the Association shall furnish a statement of the Selling Unit Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Selling Unit Owner. The Selling Unit Owner, the purchaser or mortgagee may rely on such statement as an accurate statement of the Selling Unit Owner's account status and the funds due the Association from them for any and all regular and special assessments including interest, penalties, attorney fees and costs."

2. Paragraph (c) of paragraph 11 is deleted in its entirety and the following is inserted in lieu thereof:

"(c) Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean, order and repair. The use and covering of the 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. Notwithstanding this provision, beginning two (2) years after a Unit is added to the Condominium, the Association shall maintain and repair the exterior walls of each such Unit and the driveways and outside garden areas which constitute a portion of the Limited Common Elements of each such Unit. In addition, while the Association shall be responsible for repair and maintenance of the Common Elements, the Association shall have no responsibility or liability for any damages caused directly or indirectly to the Unit or the Limited Common Elements appurtenant thereto as a result of or arising out of any situation, condition or circumstance existing in the Common Elements, unless such damage to the Unit or the Limited Common Elements appurtenant thereto is the result of the Association's gross negligence or willful misconduct in making the required repairs or in maintaining the Common Elements."

3. Paragraph 13(a) is deleted in its entirety and the following inserted in lieu thereof:

"(a) Developer reserves the right, from time to time, 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 thereof by recording an amended plat in accordance with Section 5 of the Act and then an Amended Declaration in accordance with Section 6 of the Act. No rights of any character whatsoever within the additional land attach to any owner except as to that portion described on Exhibit "A" and except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the Condominium created by this Declaration."

4. Other than the modifications hereinabove provided, the Declaration shall continue in full force and effect and all remaining provision of the Declaration are incorporated herein and are hereby modified or supplemented to the extent necessary to conform herewith and in all other respects shall be and continue in full force and effect. This Amendment shall be effective as of the date the Declaration was originally signed, being October 31, 1994, as if said provisions had been included and had been a part of the Declaration executed on that date. Words and phrases having a defined meaning when used in the Declaration shall have the same meanings when used herein.

5. This Amendment shall be construed under and in accordance with the laws of the State of Illinois and has been adopted by the Association in accordance with Section 18 of the Declaration, as evidenced by the Affidavit of the Association's Secretary which is attached hereto and incorporated herein by reference.