

SIXTH AMENDMENT TO DECLARATION OF

CONDOMINIUM OF KINGS POINTE

This declaration made and entered into this 20<sup>TH</sup> of APRIL, ~~1999~~<sup>2000</sup> by  
the undersigned, being the Board of Directors of Kings Pointe Homeowners Association and  
with the affirmative vote of at least 75% of the unit owners of Kings Pointe Condominium, as

shown by the attached affidavit. WITNESSETH:

WHEREAS, by Declaration of Condominium of Kings Pointe (the "Declaration") recorded in the Office of the Recorder of Deeds for Adams County, Illinois on the 10<sup>th</sup> day of November, 1994 in Book 91 of Miscellaneous at page 582, Mercantile Trust and Savings Bank as Trustee under the provision of a Trust Agreement dated August 9, 1979 and known as Trust Number 49-6669, having its principal office at 133 North 33<sup>rd</sup> Street, Quincy, IL 62301 (The "Developer") submitted certain real estate therein described to the provisions of the Illinois Condominium Property Act (the "Act"); and,

WHEREAS, by various and consecutively numbered amendments to the Declaration, the Developer has annexed and added to the original Parcel and Property and has submitted such additional parcels and property to the "Act"; and,

WHEREAS, pursuant to the original declaration, there has been formed an Illinois Not for Profit Corporation known as Kings Pointe Homeowners Association which has duly elected a Board of Directors; and,

WHEREAS, it is the desire and vote of the Board of Directors and 75% of the current unit owners of the association that the original declaration as defined above and its subsequent amendments be further amended in accordance with paragraph 18. Amendments of the original Declaration; and,

WHEREAS, a copy of this amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of approval of these amendments.

NOW, THEREFORE, the above defined Board of Directors and Unit Owners do hereby amend the Declaration as previously amended as follows:

1. No unit shall be leased, rented, or in any manner be anything other than an Owner occupied Unit.
2. All provisions within the original Declaration as defined above which are in conflict with this amendment are hereby deleted.
3. Any unit being leased as of the date of this amendment shall be allowed to continue to be leased until it is sold or in any manner transferred to a subsequent purchaser or owner.
4. Except as so amended, all of the provisions of the Declaration shall remain in full force and effect in accordance with its terms which are hereby ratified and confirmed.

IN WITNESS WHEREOF, the above have caused their names to be affixed hereto on the day and year first above written.