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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

PREPARED BY:
 DESMOND PATRICK CURRAN
 MAIL TO:
 SULLIVAN & HINCKS
 22 W. 22ND ST.
 ATR 350

is hereby amended to read as follows:

JAK BROOK, IL
 60523

8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

First United Bank
 By: Shirley M. O'Leary
 Owner Chief Lending Officer

Owner _____
 Owner _____
 Owner _____
 Owner _____
 Owner _____

Owner _____
 Owner 0010058874
 8704/3104 38 001 Page 1 of 38
 Owner 2001-01-23 15:15:17
 Cook County Recorder 187.00
 Owner _____
 Owner _____
 Owner _____
 Owner Michael Conrad
 Director

F		A
P		P
T		V
I		(M)

Desmond Curran
 Director
Mary P. Curran
 Director

APPROVED, RATIFIED AND CONFIRMED
POND VIEW DRIVE ASSOCIATES, L.P.

By: POND VIEW DRIVE, L.L.C.

By: Desmond Curran
 Desmond Curran
 Its Manager

RECORDING FEE 187⁰⁰
 DATE 1/23/01 COPIES 6
 OK BY DM 38 pgs

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0010058874

SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

I. Article XI of the Declaration, which currently reads as follows:

1. Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. **Sale.** Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units. (1) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

First United Bank

Thomas G. O'Leary
Owner Chief Lending Officer

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Desmond Curran
Director

Michael J. Conroy
Director

Mary P. Curran
Director

APPROVED, RATIFIED AND CONFIRMED
POND VIEW CRIVE ASSOCIATED, L.P.

By: POND VIEW DRIVE, L.L.C.

By: Desmond Curran
Desmond Curran
Its Manager

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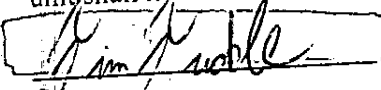
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Owner

Owner

Owner

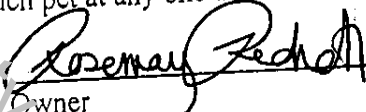
Owner

Owner

Owner

Director

Director


Owner

Owner

Owner

Owner

Owner

Owner

Director

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE
SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

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WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring, and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

Ann K. Hall
Owner

Loemay Reddy
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

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Frank E. Jones
Owner

Catherine L. Jones
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

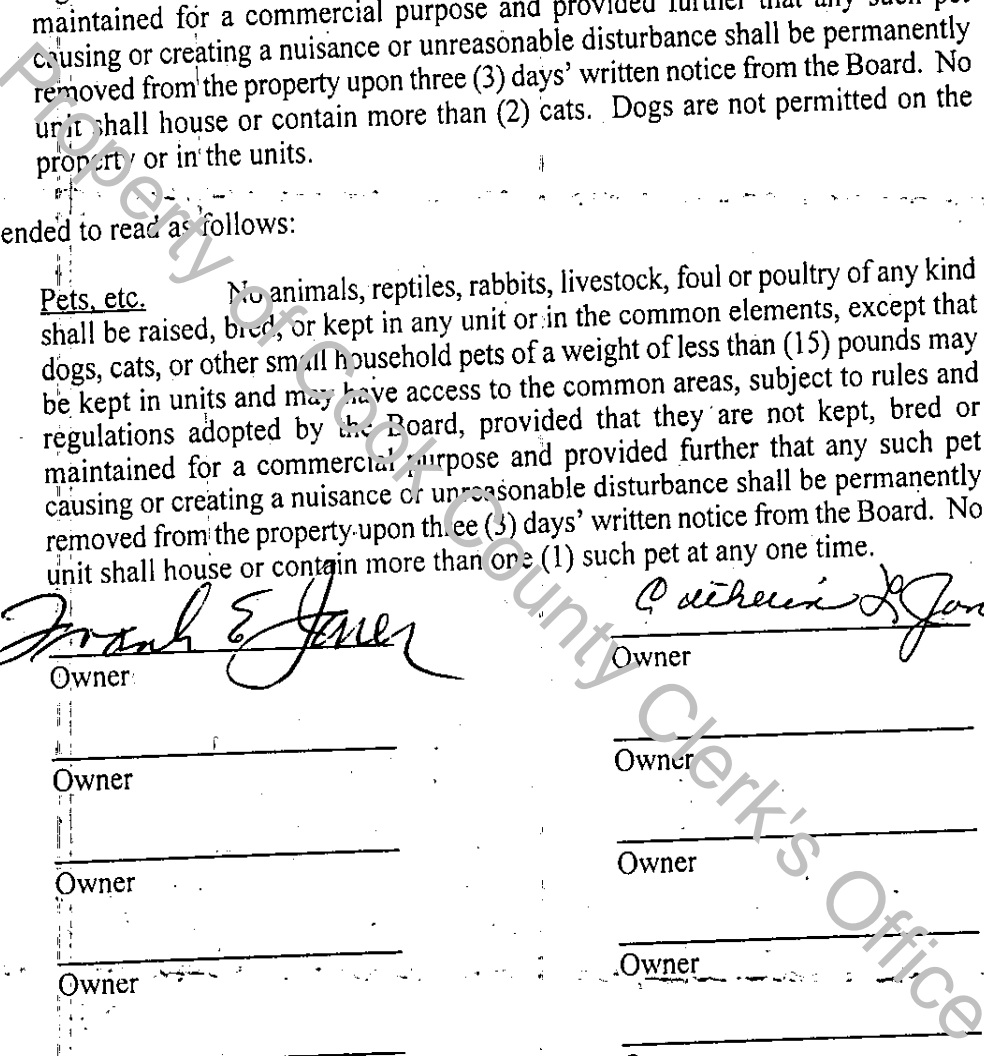
Owner

Owner

Director

Director

Director



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**SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE
SOUTH POINTE CONDOMINIUMS OF TINLEY PARK**

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WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

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is hereby amended to read as follows:

JONES

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Frank E. Jones
Owner

Catherine L. Jones
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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Frank J. Licba
Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Elizabeth A. Licba
Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

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is hereby amended to read as follows:

LICKA

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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15. Limitation on the Leasing of Units. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

Frank J. Lucha
Owner

Betty A. Lucha
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

is hereby amended to read as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

<u>Arlene Welch</u>	_____
Owner	Owner
_____	_____
Owner	Owner
_____	_____
Owner	Owner
_____	_____
Owner	Owner
_____	_____
Owner	Owner
_____	_____
Director	Director
_____	_____
Director	

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

I. Article XI of the Declaration, which currently reads as follows:

1. Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. Sale. Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

Andrea Welch
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

is hereby amended to read as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

Sergey N. Kishin

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Owner

Owner

Owner

Owner

Owner

Owner

Director

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

I. Article XI of the Declaration, which currently reads as follows:

1. Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. Sale. Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

George Nicholas

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

is hereby amended to read as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

Owner

Owner

Owner

Owner

1) small Dog Only

Owner

Owner

Estelle Pebes

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

Thank You!

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

I. Article XI of the Declaration, which currently reads as follows:

1. Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. Sale. Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

_____ Owner	_____ Owner
_____ Owner	_____ Owner
<i>Estelle Debes</i> _____ Owner	_____ Owner
<i>6745 S. Pointe Dr 2C</i> _____ Owner	_____ Owner
_____ Owner	_____ Owner
_____ Owner	_____ Owner
_____ Owner	_____ Owner
_____ Director	_____ Director
_____ Director	

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

is hereby amended to read as follows:

8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

Estelle Thamm
Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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**SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE
SOUTH POINTE CONDOMINIUMS OF TINLEY PARK**

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

1. Article XI of the Declaration, which currently reads as follows:

Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. Sale. Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

Estelle Thamm

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Owner

Director

Director

Director

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FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

Paragraph 8 of Article XVII of the By-Laws, which currently reads as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that cats, or other small household pets not greater than the size of a normal cat and of a weight of less than fifteen (15) pounds may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

is hereby amended to read as follows:

- 8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other small household pets of a weight of less than (15) pounds may be kept in units and may have access to the common areas, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for a commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

[Handwritten Signature] 9/20/00 _____
 Owner Owner

 Owner Owner

 Owner Owner

 Owner Owner

 Owner Owner

 Owner Owner

 Owner Owner

 Director Director

 Director Director

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SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS OF THE SOUTH POINTE CONDOMINIUMS OF TINLEY PARK

WHEREAS, the current owners of units in the South Pointe Condominiums of Tinley Park ("the Project") are concerned about the potential decrease in the value of their units if there were a large number of units within the Project which were leased by their owners and not owner-occupied; and

WHEREAS, for their greater enjoyment of their units, the owners would like the Project to remain a residential community free from the transiency that a large number of leased units might bring; and

WHEREAS, the owners understand that a particular owner may sometime suffer a personal and/or financial hardship which may dictate that the owner may need to temporarily lease a unit; and

WHEREAS, the owners wish to limit the number of units per building within the Project which are leased or rented and not owner-occupied;

NOW THEREFORE, the owners shown below hereby amend the Declaration and By-Laws as follows:

I. Article XI of the Declaration, which currently reads as follows:

Sale or Lease. Any unit owner other than the Developer who wishes to sell or lease his unit ownership (or any lessee of any unit wishes to assign or sublease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment of) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the unit owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

is hereby amended to read as follows:

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1. Sale. Any unit owner other than the Developer who wishes to sell his unit ownership shall give to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

II. Article XVII of the By-Laws is hereby amended by adding the following:

15. Limitation on the Leasing of Units. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any building may be leased or rented at one time.

(b) To the extent that any unit owner wishes to lease or rent a unit, that unit owner must first provide the Board with not less than thirty (30) days prior written notice of his intent to lease, along with a copy of the contract by which the unit owner wishes to lease or rent a unit and the name and address of the proposed lessee.

(c) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) other units then being leased, the Board shall approve the lease by written notice to the unit owner and the proposed lessee.

(d) To the extent that the building housing the unit that an owner wishes to lease then has less than two (2) units then being leased, the Board shall advise the unit owner that the proposed lease is in violation of the By-Laws and will not be permitted absent the Board's approval of a petition for a hardship exception. The Board shall also provide the unit owner and the proposed lessee with a copy of this Paragraph and any rule or regulation which the Board may issue setting out procedures for the implementation of this Paragraph.

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(e) Upon the receipt of a petition for a hardship exception to this Paragraph, the Board may approve a request to lease or rent a unit even where there are two (2) or more other units within the same building then being leased if the Board determines that the inability of the unit owner to lease his or her unit would pose a financial or personal hardship upon the unit owner. The determination of the Board as to the application of this hardship exception shall be final.

(f) To the extent that a unit owner is leasing a unit at the time that this Amendment is filed, the unit owner shall immediately provide the Board with a copy of the lease and the name and address of the lessee. This Amendment shall not apply to such a lease during the then current term of the lease. However, the parties must advise the Board of any transfer or assignment of such lease and the parties may only extend the term of such lease by complying with the provisions of this Paragraph and obtaining the approval of the Board for such an extension.

(g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

(h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

Owner

Owner

Owner

Owner

Owner

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Owner

Owner

Director

Director

Director

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SOUTH POINTE CONDOMINIUMS
OF TINLEY PARK

EXHIBIT "A"

LEGAL DESCRIPTION

UNITS 6745 - 1A, 1B, 1C, 1D,; 2A, 2B, 2C, 2D; 3A, 3B, 3C AND 3D; AND GARAGE UNITS 6745 - 1 THROUGH 12, IN SOUTH POINTE CONDOMINIUMS OF TINLEY PARK, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 26 IN SOUTH POINTE PHASE 3, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98580691, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property address: 6745 South Pointe Drive, Tinley Park, IL 60477

PIN: 31-06-200-038-0000
31-06-103-007-0000
31-06-103-008-0000
31-06-103-013-0000

31-06-210-030-1001 through 1024

ADDITIONAL PROPERTY

LOTS 24, 25 AND 27 IN SOUTH POINTE PHASE 3, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#s: 31-06-210-028, 31-06-210-029, and 31-06-210-031

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AFFIDAVIT OF SERVICE

I, Desmond Curran, an officer and director of South Pointe Townhome Association of Tinley Park, certify that I served copies of the First and Second Amendments to the Declarations and By-Laws attached hereto to all parties obligated to receive service thereof under the Declarations and the Condominium Property Act by U.S. Mail on APRIL 13, 2000

Desmond Curran

Subscribed and sworn to before me this 28th day of December, 2000.

Sheila Russell
Notary Public

"OFFICIAL SEAL"
SHEILA RUSSELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/18/02

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