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No.7726

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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:

PREPARED BY: Desmino PATRIOK CULLAN MAIL TO? Sullivan & HINCKS 22 W. 22 NOST.

No animals, reptiles, rabbits, livestock, foul 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 property or in the units.

cousing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No urit hall house or contain more than (2) cats. Dogs are not permitted on the HR 350 is hereby amended to read at follows: No animals, reptiles, rabbits, livestock, foul or poultry of any kind 60523 shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other smill 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 unce sonable disturbance shall be permanently removed from the property upon thise (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 Owner Chief Lending Officer Owner 10058874 Owner 8784/3184 38 881 Page 1 of Owner 2001-01-23 15:15:17 Owner Cook County Recorder . Owner Owner Owner: Owner Owner, Owner Director Director POND VIEW DRIVE, L.L.C. RECORDING FEE By: COPIES DATE 1/23/01

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

> Desmond Curra Its Manager

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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;

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 and

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

WHEREAS, the owner 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 s lown below hereby amend the Declaration and By-Laws as follows:

Article XI of the Declaration, which surrently 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 that (30) days prior written notice of his intent to sell or lease and subsequently, the terrus 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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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 aption 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.

- III Article XVII of the By-Laws is hereby amended by adding the following:
- 15 Limitation on the Leasing of Units. (i) 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 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 app ove 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 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 that the proposed lease is in violation for a hardship exception. The Board shall 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 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.

County Clarks

(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 or 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 establis's reasonable rules or regulations for carrying out the provisions of this Paragraph. Chief Lending Officer Owner Owner Owner Owner Owne Owner Owner Owner Owner Owner

Owner

Director

Directo/

Owner

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

By:

POND VIEW DRIVE, L.L.C.

Desmond Curran Its Manager

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<u>ENT TO THE DECLARATION AND BY-LAWS OF T</u> OINTE CONDOMINIUMS OF TINLEY PARK

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

No animals, reptiles, rabbits, livestock, foul 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 ca ising or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No un t 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:

No mimals, reptiles, rabbits, livestock, foul 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 smill 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 ur reasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. No.

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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 where we will be 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 owner, shown below hereby amend the Declaration and By-Laws as follows:

- Article XI of the Declaration, which (urrently 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 art 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 bereinafter together with a copy of such contract, the name, address and financial and competer 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 recuir tof such notice of contract. If said option is not exercised by the Board within said the y (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:

Property of Cook County Clark's Office

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.

H. 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 least 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 case.
 - (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 that 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

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provis	ions of this Paragraph		Pour	2 du L
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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, foul 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 ur it 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, foul 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 surpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon thee (3) days' written notice from the Board. No unit shall house or contain more than one (1) such pet at any one time.

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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 nards by 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 sun ently 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 correcter 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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- 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 is 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 her in reovided.
- II. Article XVII of the By-Law, is hereby amended by adding the following:
- 15. <u>Limitation on the Leasing of Units</u>. (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 (3(1) days prior written notice of his intent to lease, along with a copy of the contract by which he unit owner wishes to lease or rent a unit and the name and address of the proposed tessee.
- (c) To the extent that the building housing the unit that an owner wisnes 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.

Cook County Clarks O

- (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 ouring 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 or such lease by complying with the provisions of this Paragraph and obtaining the up roval 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 Owner Owner Owner' Owner Owner Director

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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, foul 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 emoved 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.

No animals, reptiles, rabbits, livestock, foul or poultry of any kind

is hereby amended to read as follows:

Pets, etc.

Director

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shall be raised, erect, or kept in any unit or in the common elements, except that dogs, cats, or other small i ousehold 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 the ee (3) days' written notice from the Board. No unit shall house or contain more than or e (1) such pet at any one time. Owner Director Director

Property of Cook County Clark's Office

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 hardstap 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 conce ning 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 receips 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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- 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 optical; 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. <u>Limitation on the Leasing of Units</u>. (a) Except as otherwise provided in this Paragraph, no more than two (2) units in an / building may be leased or rented at one time.
- (b) To the extent that any unit owner wishes to least 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 coproval of the Board for such an extension.
- (g) This Paragraph shall apply to any lessee wishing to assign or sublease a unit.

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(h) The Board may establish reasonable rules or regulations for carrying out the

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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, foul 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 apit shall house or contain more than (2) cats. Dogs are not permitted on the property or in the units.

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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 hardsrup 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 kereinafter together with a copy of such contract, the name, address and financial and cheracter references of the proposed purchaser or lessee and such other information conce ming 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 receip of such notice of contract. If said option is not exercised by the Board within said thuty (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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- 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 optican 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 nereby amended by adding the following:
- 15. <u>Limitation on the Leasing of Units</u> (a) Except as otherwise provided in this Paragraph, no more than two (2) units in an / building may be leased or rented at one time.
- (b) To the extent that any unit owner wishes to least 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 crany 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.

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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, foul 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.

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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

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

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- 15. <u>Limitation on the Leasing of Units</u>. (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.
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- (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.

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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

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- II. Article XVII of the By-Laws is hereby amended by adding the following:
- 15. <u>Limitation on the Leasing of Units</u> (a) Except as otherwise provided in this Paragraph, no more than two (2) units in an building may be leased or rented at one time.
- (b) To the extent that any unit owner wishes to least 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 basee.
- (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 ouring 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.
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- (h) The Board may establish reasonable rules or regulations for carrying out the provisions of this Paragraph.

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

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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 'ne 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

Article XI of the Declaration, which currently reads as follows

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

- 15. <u>Limitation on the Leasing of Units</u> (a) Except as otherwise provided in this Paragraph, no more than two (2) units in any oulding may be leased or rented at one time.
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- (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.
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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 ouring 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 coursel of the Board for such an extension.
- (g) This Paragraph hall 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.

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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, foul 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 23 follows:

8. Pets, etc. No animals, reptiles, rabbits, livestock, foul or poultry of any kind shall be raised, 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 in 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.

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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;

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 hards up which may dictate that the owner may need to temporarily lease a unit and

WHEREAS, the cyners 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

- 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 he cinafter together with a copy of such contract, the name, address and financial and course ter references of the proposed purchaser or lessee and such other information conceining 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 recent of such notice of contract. If said option is not exercised by the Board within said thin, (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.

shereby amended to read as follows:

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- 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 optionic 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 evolution 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.
- III Article XVII of the By-Laws is hereby amended by adding the following:
- Paragraph, no more than two (2) units in any building may be leased or rented at one
- (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 this 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 case.
 - (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 the has less than two (2) units then being leased, the Board shall advise the unit owner 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

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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 SOUTE 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, Linley 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

agh 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, I'LINOIS.

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

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AFFIDAVIT OF SERVICE

I, <u>Desmond Curran</u>, 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

Subscribed and sworn to before me this 28th 2000.

Notary Public

"OFFICIAL SEAL"
SHEILA RUSSELL

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/18/02

UNOFFICIAL COPY (%)

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