

AUGUST

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
AS OF JUNE 01 2026

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is hereby made as Amended Declaration
replacing and superseding the Original Declaration of Covenants and
Restrictions made on AUGUST 10 , 1987, by
GOLDMAN PROPERTIES II, INC., an Illinois Corporation,
(hereinafter referred to as "Declarant").

R E C I T A L S

DECLARANT is the owner and developer of that certain real property located in LaSalle County, State of Illinois, known as GLENWOOD RV CAMPING/RESORT (the Development), described in the Supplemental Declaration attached hereto as Exhibit A and made a part hereof.

DECLARANT intends to sell and convey the lots situated in the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the Lots and Parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, Declarant declares that all of the Lots and Parcels in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots; to create reciprocal rights between the respective owners of all such Lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to the owner of each Lot, his heirs, successors or assigns, operate as covenants running

pick-up camper units and chassis mounts shall not be considered Motor Homes.

3. **Park Models.** A permanently towable unit built on a single chassis containing 400 square feet or less when measured at the largest horizontal floor projection, not including any bay windows, roof projections, overhangs or eaves under which there is no interior space, when factory equipped for the road, exclusive of slide-out or tip out extensions.

All "Recreational Vehicles" must have the "Recreational Vehicle Institute" (RVI) seal of approval, and meet the then current requirements of the Association regarding age of the Recreational Vehicle.

- Q. **"Mobile Home"** means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of construction to the location or subsequent locations at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place for one or more persons.
- R. **"Tent"** means a movable shelter made of canvas or other similar new material and supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.
- S. **"Declarant"** means Goldman Properties II, Inc., an Illinois corporation which owns the real estate known as Glenwood RV Camping/Resort, or its current and/or future successor(s).
- T. **"Supplemental Declaration"** means:
1. The recorded Supplemental Declaration of Declarant attached hereto as Exhibit A; or ,
 2. In the case of real property being annexed to the Development, the recorded Supplemental Declaration of Goldman Properties II, Inc., its successor and/or assigns which incorporates the provisions of this

Declaration therein by reference.

- U. "Successor Declarant"** means Glenwood Properties Inc., and any current and/or future successor(s) in title to common property and/or unsold lots within Glenwood Subdivisions subject to these DECLARATION OF COVENANTS AND RESTRICTIONS. When the terms "Declarant", "Successor Declarant," and "Developer" are not used to identify a specific entity within a specific date or time, the terms shall be interchangeable and refer to the most recent "Successor Declarant".
- V. "General Assessments"** means the annual assessment approved by the membership at the annual meeting each year and assessed against all lots subject to assessments.
- W. "Special Assessments"** means any assessment(s) approved by the membership at the annual meeting each year, or at a special meeting properly noticed and called for the purpose of considering and voting on one or more assessments other than General Assessments, being assessed against all lots subject to assessments by the Association.
- X. "Other Assessments and Charges"** means any and all Assessments and/or charges by the association against an individual lot or group of lots that are not assessed against all lots subject to assessments, as specifically under subsections "V" or "W" as seen above.
- Y. "Member Rights"** means the rights granted to all members who are subject to the authority of the Association, by statute or through this declaration.
- II. LAND USE.** The RV Sites in the Development shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of the Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., commercial, governmental, school, mobile home, single family residence, etc.) the same may be set forth in such

of any kind under or on a Recreational Vehicle or deck.

- J. Each Lot shall have only one (1) Recreational Vehicle in use or being occupied at any one time. No second Recreational Vehicle may be parked or stored on any Lot. However, Declarant may grant permission to park a second Recreational Vehicle on a Lot when it is used as primary transportation. Non-licensed vehicles may not be parked or stored on a Lot. Licensed and unlicensed trailers (other than Recreational Vehicle Travel Trailers) may not be stored on a Lot. No vehicle shall be parked on any street or roadway.
- K. A Lot Owner may place one storage building on his Lot. Such storage building shall have a floor dimension of not more than ~~120'~~ 120' x ~~120'~~ 120' and a height (from peak of roof) of not more than ~~8'-10'~~ 8'-10' and shall be constructed with a barn type (gambrel) roof. The design, materials, construction, color and placement of such building must be approved by the Environmental Committee in writing prior to placement on a Lot.
- L. Skirting of Recreational Vehicles and any device which tends to give a Recreational Vehicle the appearance of a mobile home is prohibited, except as may be approved in writing by the Committee. Recreational Vehicles can be blocked and leveled only with manufactured jacks and/or three-core concrete block with two (2) inch concrete blocks and wooden wedges.
- M. Permanent screen porches, enclosures or attachments to Recreational Vehicles not manufactured as a part thereof are prohibited except with the prior written consent of the Committee. However, awnings are allowed but must be rolled up when the Recreational Vehicle is not occupied. One free-standing screen

hardship and if the granting thereof will not be materially detrimental or injurious to owners of other RV Sites.

- F. **Certification of Compliance.** At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.
- G. **Administrative Fees.** As a means of defraying its expense, the Committee may institute and require a filing fee to accompany the submission of plans and specifications.
- H. **Liability.** Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- I. **Appeals.** Any applicant shall have the right to appeal to the Board any decision of the Committee within thirty (30) days after entry of such decision.

V. THE GLENWOOD RESORT OWNERS' ASSOCIATION.

A. General. The Association is an Illinois not-for-profit corporation organized to further and promote the common interests of owners in the Development.

B. Operational Guidelines. Any rules, regulations, requirements or other similar guidelines not specifically addressed herein shall be governed by "The Illinois Condominium Property Act, 765 ILCS

, The Illinois Not-For-Profit Corporation Act of
1986 - 805 ILCS 105.

605/18.5 titled "Master Associations" subsection c
through h. as well as the "Common Interest Community
Association Act" 765 ILCS 160.

A.C. Powers and Authority. The Association shall have
such powers in the furtherance of its purposes as
are set forth in its Articles and By-Laws, in so
much as said By-Laws do not circumvent any applicable
and governing statutes of the State of Illinois, this
"Amended Declaration of Covenants and
Restrictions", or any valid court order, unless
such court order allows for such modifications.

D. Membership. Every person or entity who is a record
owner of a fee or undivided fee interest in any site
which is subject by covenants of record to assessment
by the Association, including contract purchasers,
entitled to possession of a Lot shall be a member of
the Association. The foregoing is not intended to
include persons or entities who hold an interest
merely as security for the performance of an
obligation. Membership shall be appurtenant to and
may not be separated from ownership of any RV Site
which is subject to assessment by the Association.

i. Member Voting Rights:

a) One vote for any order of business shall be
provided to the owner(s) of each lot. Lots with
multiple owners shall be provided with a single
vote total for the lot, rather than one vote for
each owner.

b) The Members' Vote may be cast by any means
authorized by the applicable and governing
statutes of the State of Illinois

ii. "Protected Members Voting Rights":

The voting rights of members that cannot be taken
away by the action of the Board of Directors of
the Association, directly or indirectly, are as
follows:

1. The vote on the Annual Budget, any
modification thereof, or Special Assessment;
2. Any vote that deals with the election to the
Board of Directors of the Association

includes, but is not limited to, the following:

- i. The signing of nominating petition(s) for the Board of Directors;
- ii. The voting for electing a Board of Directors to the Association;
- iii. The voting for electing a replacement for one of the Board of Directors due to a vacancy;
- iv. The rights of a voting member regarding any part of the Board of Directors election process.

~~i.~~iii. Members' Other Rights:

- 1. The Board cannot take away any other rights the governing statutes or this declaration provides to the voting member, including but not limited to accessing the Association's books and records or signing a petition to request a special meeting;
- 2. Such "Member Rights" that are not covered ("MRNC") by either this covenant and/or the governing statutes of the State of Illinois, cannot be taken away by the Board of Directors of the Association or its agents unless approved by the membership at the annual meeting or at a special meeting called for that vote, with at least eighty (80) of the voting members attending in person, through electronic means (i.e. Zoom meeting), or by proxy;
- 3. Requirements to have a meeting for the purpose of discussing or making changes to the "MRNC" are as follows:
 - i. A reasonable effort must be made to notify all members in writing of said meeting, its time, location, and its purpose, including instructions on how to attend the meeting virtually with said notice being provided a minimum of three

(3) weeks before said meeting;

ii. Members who are opposed to any changes to "Member Rights" being proposed shall be given a reasonable amount of time to speak in opposition at said meeting before the vote is taken.

iii. A simple majority of those attending said meeting are required to approve any changes or modifications. In such instances, the Board of Directors shall take the appropriate actions to put said changes into effect, including notifying the entire membership of the approved changes.

E. Rights, Duties, Privileges and Obligations. The rights, duties, privileges and obligations of membership in the Association, including voting rights, are as set forth above, in its Articles and By-Laws, and by state statute.

F. The Board of Directors for the Association, Officers and/or Agents at all times shall have a fiduciary duty to the Association and its Members:

- i. Changes to Community Instruments as defined in the governing statutes must be presented to all members, subject to said Community Instruments, in writing to each lot owner's last known address, email or text message, not less than Twenty (20) business days prior to final approval;
- ii. If a member brings a complaint against the Board of Directors for the Association, its officers and/or agents as a result of or with respect to a violation of these covenants, the governing statutes or valid court orders, and the court or arbitrator finds that said action was unnecessary, improper, illegal or otherwise against the rules and requirements contained herein, the court shall order the Association to reimburse said member(s) their direct and indirect costs for bringing said action including but not limited to filing fees, service fees, attorney fees and other costs of

- bringing said action;
- iii. If the Board of Directors for the Association, their Officers and/or Agents are found to have willfully and intentional violated these covenants, the Governing Statutes and/or valid Court Orders, by a Court or Arbitrator of competent jurisdiction, said Board of Directors for the Association, Officer(s) or Agent(s) will be personally responsible to reimburse the Association for all cost paid by the Association for defending the improper activity;
- iv. If the Board of Directors for the Association, their Officer(s) and/or Agent(s) are found to have willfully and intentional violated these Covenants, the Governing Statutes and/or Valid Court Orders, by a Court or Arbitrator of competent jurisdiction, said Board of Directors for Association, Officer(s) and/or Agent(s) shall resign their position immediately and will thereafter be barred from any position with the Association for a period of not less than five (5) years.

VI. ASSESSMENTS.

- A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is expressly authorized and empowered to levy annual assessments against RV Sites in the Development. Provided, however, no assessments shall ever be levied against RV Sites owned by Declarant.
- B. Collection and Lien. The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including a basic late charge, interest at an amount not to exceed the maximum limit provided by law per annum from the date of delinquency and costs of collection, including reasonable attorneys' fees, if any, shall constitute

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2010, after which time the same shall be extended for successive periods of ten (10) years each. Prior to January 1, 2010, this Declaration may be amended by the affirmative vote of the Owners of two-thirds (2/3) of the RV Sites in the Development entitled to vote and thereafter by a majority of said Owners by recording an amendment to this Declaration duly executed by

- A. the requisite number of such Owners required to effect such amendment; or,
- B. the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, Declarant has executed this Amended Declaration this 10th day of August, 2026~~1987~~.