

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is 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

with the land for the benefit of each and all other such Lots in the Development and their respective owners, present and future.

I. **DEFINITIONS.** The following terms as used in this Declaration are defined as follows:

- A. **"Articles"** means the articles of incorporation of the Association.
- B. **"Association"** means the GLENWOOD RESORT OWNERS' ASSOCIATION, an Illinois not-for-profit corporation.
- C. **"Board"** means the Board of Directors of the Association.
- D. **"By-Laws"** means the by-laws of the Association.
- E. **"RV Site"** means: A Lot designated by a number on the recorded plats or in the Supplemental Declaration or amendments thereto for occupancy and use for RV and camping purposes in accordance with these restrictions.
- F. **"Committee"** means the Environmental Committee described in Article IV hereof.
- G. **"Common Property"** means all of the real property which has been conveyed to the Association for the use of members of the Association and their guests. It includes all real property designated as Common Property in the plats and amendments thereto and all real property acquired by the Association for such use whether from Declarant or otherwise, together with improvements which may at any time be constructed thereon including, but not limited to, recreational and community facilities, RV Sites established pursuant to Paragraph XI of this Declaration, lakes, parks and streets.
- H. **"Declaration"** means the Declaration of Covenants and Restrictions and any amendments hereto.
- I. **"Development"** means all that real property situated in LaSalle County, State of Illinois, described in Exhibit A attached hereto and all other real property which may be annexed thereto as provided herein.

- J. **"Household"** means a family group who regularly and customarily reside together in the same house or home as a principal residence.
- K. **"Improvements"** means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennae, wells, septic fields and underground pipes and any other structures of any type or kind.
- L. **"Lot"** means any numbered tract for occupancy and use for RV usages or camping purposes in accordance with these restrictions.
- M. **"Owner"** means:
1. Any person or legal entity, including Declarant who holds fee simple title to any RV Site.
 2. Any person or legal entity who has contracted to purchase fee simple title to a RV Site pursuant to a written agreement entitling such person to occupancy in which case the seller under this agreement shall cease to be the owner while said agreement is in effect.
- N. **"Parcel"** means any named or lettered tract within the Development shown on a Plat as an outlot.
- O. **"Plat"** means the maps of the Development as they are from time to time recorded.
- P. **"Recreational Vehicle" or "RV"** means a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic types of recreational vehicles are:
1. **Travel Trailers.** A vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle.
 2. **Motor Homes.** A vehicular unit built on a self-propelled motor vehicle chassis. Slide-on

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.
- 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.

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 Supplemental Declaration or amendments thereto.

A. Unless otherwise stated in such Supplemental Declaration all Lots shall be designated and utilized as RV Sites. Subject to the rules and regulations of the Association, Owners thereof may place thereon tents and RVs on their RV Sites. Except as approved by the Committee, no permanent or semi-permanent structure may be erected on any RV Site, nor may any mobile home designed for permanent occupancy be located or placed thereon, it being the intention of Declarant to exclude such mobile homes from use on the RV Sites shown on the Plats. No recreational vehicle other than those described or defined above shall be placed on any RV Site unless approval therefore shall have been obtained from the Committee.

In no event shall any RV Site be occupied for more than eleven (11) months (or such shorter period established by any law or ordinance or by the Rules and Regulations) in any consecutive twelve (12) month period, and in no event shall any RV Site be the primary or principal residence of the owner or occupant thereof, it being the express intention of DECLARANT that all the RV Sites are intended for use

and occupancy for recreational purposes only and are not to be used for primary residential purposes.

B. **Common Property.** All parcels in the Development designated as Common Property are and shall remain private property and the recordation of a Plat shall not be construed as a dedication to the public of any such Common Property located therein.

1. **Ownership.** Subject to the provisions of an agreement dated August 1, 1987, Declarant will convey all Common Property to the Association which Common Property shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements, rights-of-way, and restrictions as then appear of record.
2. **Use.** The use and enjoyment of Common Property and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association, as set forth in its Articles and By-Laws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association. Provided, however, Declarant reserves the right to the use of such Common Property in connection with its sales and development programs.
3. **Subsequent Dedication.** At any time after conveyance to the Association of any Common Property, the Association may upon the affirmative vote of two-thirds of its members entitled to vote, offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

C. **Set-Back Requirements.** Each Recreational Vehicle or Tent placed upon a RV Site shall be at least:

1. Fifteen (15) feet from the front Lot line;
2. Seven (7) feet from all remaining Lot lines;

III. **RV SITE RESTRICTIONS.** The following restrictions shall be applicable to all Lots designated as RV Sites within the Development. Each Owner or occupant of a RV Site shall be bound to observe and perform the following restrictions:

- A. All RV Sites whether occupied or unoccupied and any improvements placed thereon shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to make such RV Site comply with this paragraph, the cost of which shall be added to the annual assessment to which such RV Site is subject. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any work thus performed.
- B. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance on the Development or any part thereof without prior written consent of the Declarant. No Lot Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the property, or contents thereof, or which would be in violation of any law, government rule or regulation, or any provision of this Declaration. No waste shall be committed in, on or to the Common Areas.
- C. No owner or occupant of any RV Site shall permit or allow the dumping or placement of any sanitary or other waste anywhere upon any RV Site or elsewhere within the Development except in places designated therefore by the Association or Declarant. No

outside toilets shall be erected or maintained on any RV Site. All plumbing fixtures shall be attached to the sewage disposal system servicing the subdivision.

- D. All areas shall be kept free and clear of rubbish, debris, and other unsightly materials.
- E. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any RV Site, except with respect to the Developer or its assigns.
- F. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon.
- G. No sign, advertising or other displays shall be permitted on any Lot or on or in any recreational vehicle except an Owner identification sign which shall be no larger than 1.5 square foot in size and shall be of a type and design approved by the Declarant. Notwithstanding anything herein to the contrary, however, the right is reserved by the Declarant and its agents, to maintain on the property until the sale of the last Lot, all models, sales offices, and advertising signs, banners, and lighting in connection therewith without restriction, at such locations and in such forms as they shall determine, together with the right of ingress, egress, and transient parking therefor through and upon the Common Areas.
- H. No exterior lighting shall be installed without the written consent of the Declarant or the Association.
- I. Storage of boats, snowmobiles, toboggans, cycles, garden and lawn equipment, and all similar kinds of personal property on any Lot shall be allowed only in a storage building approved by the Committee on the Lot or in other storage areas approved by the Committee on the Property. There can be no storage

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 10' x 10' and a height (from peak of roof) of not more than 8' 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

house with a maximum of 150 square feet may be placed on a Lot from May 1st through September 30th, but must be stored during the remainder of the year.

- N. Propane gas tanks must be mounted on a Recreational Vehicle or placed in a storage building with proper ventilation.
- O. No animals may be kept or maintained on any Lot except the usual household pets. Pets shall be confined so as not to become a nuisance. Unless otherwise approved by the Committee, pets shall be kept on leashes. All pets must be inoculated against rabies if appropriate.
- P. No person shall burn trash, garbage or other like refuse on any RV Site. All such refuse shall be placed and kept in approved receptacles for the same. No owner shall permit the accumulation of litter or refuse or junk vehicles on a RV Site.
- Q. All personal property on a RV Site shall be maintained in good condition so as not to become unsightly. Owners wishing to erect Tents upon a RV Site may do so, subject to the Rules and Regulations of the Association.
- R. No more than 25% of a Lot shall be cleared except as may be required for installation or maintenance of utility service, drainage control or access to the Lot from a roadway. No living tree more than two (2) inches in diameter shall be removed nor shall any foliage (other than poisonous plants) within five (5) feet of the boundary of any Lot be removed except with the consent of the Association.
- S. Each owner shall keep drainage ditches and swales located on his RV Site free and unobstructed and in good repair and shall allow the installation of such culverts upon his RV Site as may be reasonably required for proper drainage. He shall also prevent erosion on his RV Site.

- T. No drilling, refining, quarrying or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any RV Site.
- U. The use of any lake situated within the Development shall be subject to such Rules and Regulations as the Declarant or Association may from time to time establish.
- V. Except with the written permission of Declarant or the Association, Lot Owners may lease their Lots only once during any calendar year. No leases may provide for subleases. All leases must be in writing and a copy of same filed before its inception with Declarant or the Association. Leasing shall not relieve the owner of his obligations hereunder and each lessee shall be bound by and subject to all of the obligations of the owner with respect to the occupancy of any Lot.

IV. THE ENVIRONMENTAL COMMITTEE.

- A. **General Powers.** All improvements constructed or placed on any RV Site other than by Declarant must first have written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said RV Site, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.
- B. **Committee Membership.** The Committee shall be composed of three members. Committee members shall

be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Developer's failure to do so within two (2) months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when ninety percent (90%) of all RV Sites in the Development have been sold by Declarant.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration; or
2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
3. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other RV Sites.

D. Rules and Regulations. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval.

E. Variances. The Committee may grant reasonable variances or adjustments from the Declaration where literal application thereof results in unnecessary

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 OWNER'S 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. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

- B. **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.
- C. **Rights, Duties, Privileges and Obligations.** The rights, duties, privileges and obligations of membership in the Association, including voting rights, are as set forth in its Articles and By-Laws.

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 and become a lien on the RV Site so assessed. The Board may cause to be recorded in the office of the Recorder of LaSalle County, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the RV Site

which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges or other satisfaction thereof, the Board shall within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

- C. **Priority of Lien.** Conveyance of any RV Site shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.
- D. **Enforcement.** The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt. This Association shall be deemed a "Common Interest Community" association as that term is defined in Chapter 110, §9-102(c), Illinois Revised Statutes, and shall have all powers of such an association including the power to file an action for Forcible Entry and Detainer.
- E. **Proof of Payment.** Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- F. **Suspension.** The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

VII. **EASEMENTS.**

- A. **Reservations.** The following easements over each RV Site and the right of ingress and egress to the

extent reasonably necessary to exercise such easements, are reserved to Declarant, its successors, assigns and licensees:

1. **Utilities.** A five (5) foot wide strip running along the inside of all RV Site lines except those RV Site lines coincident with street right-of-way lines, in which case such strip shall be ten (10) feet wide, for the installation, maintenance and operation of utilities, including telephone, radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such RV Sites in connection with such installation, maintenance and operation.
 2. **Slope and Drainage.** A twenty (20) foot wide easement running along the inside of all RV Site lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.
- B. **Private Streets.** All of the streets and roadways shown on the recorded Plats of the Development shall be private streets and shall be Common Properties. Declarant, on behalf of itself, its successors, assigns and licensees, reserves an easement over, upon and under said streets and roadways for installation, maintenance and operation of public utility services; for purposes of drainage control; for non-exclusive access to RV Sites and other Common Properties by Owners of RV Sites, the Association and Declarant; and, for use by any governmental vehicle or employee.
- C. **Other Easements.** Any other easements shown on the recorded plats; and, an easement in favor of

Declarant its agents employees, assigns, licensees and successors upon all lands within the Development for the enforcement of this Declaration.

- D. **Use or Maintenance by Owners.** The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.
- E. **Liability for Use of Easements.** No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

VIII. RIGHT OF FIRST REFUSAL.

Any Owner who desires to sell or transfer his Lot or any interest therein to any person shall first obtain from the proposed purchaser a bona fide executed offer in writing, setting forth all of the terms and conditions of said proposed transaction. The offer shall be expressly subject to the terms of this Section VIII. If any Owner receives such an offer which he intends to accept, he shall accept such offer subject to the terms of this Section and give written notice to the Developer of such offer and acceptance, stating the name and address of such proposed purchaser, the terms of the proposed transaction, and such other information as the Developer may reasonably require, and shall furnish a copy of such executed offer and acceptance to the Developer. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer, and all information contained in said notice to be bona fide, true and correct

in all respects. During the period of thirty (30) days following receipt by the Developer of such written notice, the Developer shall have the first right and option to purchase such Lot (or to cause the same to be purchased by any designee or assignee, corporate or otherwise, of the Developer) upon the same terms and conditions as stated in the aforesaid notice received by the Developer. If the Developer shall give written notice to the Owner within said thirty (30) day period of the exercise of its first right and option, the transaction between the Lot Owner and the Developer or its designee shall be consummated upon the same terms as set forth in the notice to the Developer,

If the Developer shall have given written notice to the Owner within said thirty (30) day period that it has elected not to exercise such first right and option, or if the Developer shall fail to give any notice within said thirty (30) day period, then the proposed transaction as described and set forth in the notice to Developer may be consummated within ninety (90) days after the expiration of said thirty (30) day period. If the Owner fails to consummate such transaction within such ninety (90) day period, then such Lot and all rights with respect thereto shall again become subject to the first right and option of the Developer as provided herein.

Where title to any Lot is held by a trust, the assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed a transfer of the Lot owned by the trust.

Where title to any Lot is held by a corporation or a partnership, or where a corporation or a partnership is beneficiary of a trust in title to a Lot, the transfer of 50% or more of the issued and outstanding shares of such corporation or 50% or more of the interest in such partnership, shall be deemed a devise of the Lot owned by

the corporation or partnership or such trust.

The terms of this Section and the first right and option herein provided for shall not be applicable to

- A. transfer or conveyance by operation of law or otherwise, of the interest of a co-owner of any Lot to any other co-owner of the same Lot or the interest of a co-owner of the beneficial interest in a land trust holding title in trust to a Lot to any other co-owner of such beneficial interest, where such co-owners hold title to such Lot or such beneficial interest as tenants in common or as joint tenants;
- B. the transfer by sale, gift, devise or otherwise of any Lot or interest therein or beneficial interest of a land trust holding title to a Lot to or for the sole benefit of any spouse, descendant, ancestor or sibling (or the spouse of any such person) of the transferor;
- C. the execution of a bona fide trust deed, mortgage or other security instrument;
- D. the sale or conveyance of a Lot by the holder of a mortgage or trust deed who has acquired title to such Lot by deed in lieu of foreclosure or foreclosure of a mortgage or trust deed on the property, or any Lot, or by any other remedy set forth in the mortgage or trust deed provided such holder is a bank, savings and loan association, insurance company or like institutional mortgagee;
- E. any sale, conveyance, or transfer of a Lot by the Developer or any entity holding title on behalf of the Developer or any assignee or successor to the Developer.

Upon the written consent of the Developer, any of the rights or options contained in this Section may be released or waived and the Lot or interest therein which is subject to the right and option of the Developer set forth in this paragraph may be sold, conveyed, given or devised free and

clear of the provisions of this paragraph.

Upon the written request of any prospective transferor, purchaser or mortgagee of a Lot, the Developer shall issue a written and acknowledged certificate evidencing

- A. that the provisions of this section have been complied with or are duly waived by the Developer and that the first right and option of the Developer has been terminated, if such is the fact;
- B. that any conveyance or deed is, by the terms hereof, not subject to the provisions of this paragraph, if such is the fact.

and such a certificate shall be conclusive evidence of the facts contained therein.

IX. RETAINED PARCELS.

Declarant may retain ownership of certain parcels within the Development shown on the Plats, for use for commercial purposes. Declarant reserves the right and privilege to develop said Parcels for such commercial purposes as it may deem appropriate and compatible with the Development. It further reserves the right to conduct all commercial enterprises of any type or kind whatsoever which may at any time be lawfully conducted with the Development. This reservation shall include the right to conduct commercial enterprises on Common Property both before and after any transfer to the Association and the right to free and unrestricted access thereto for such purposes. These rights may be exercised by Declarant or assigned by it to whomever it may see fit. At the sole election by Declarant, those rights may be assigned to the Association at any time hereafter upon such terms and conditions as Declarant may deem appropriate at the time of assignment, but unless the Association acting through its Board, shall otherwise agree, such assignment shall be

without cost to the Association and shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements, rights-of-way, and restrictions as then appear of record. Any assignment of these rights, whether to the Association or otherwise may be of all or any part of said rights and, may, include transfer or conveyance of some or all of said Parcels.

Declarant reserves for itself, agents, employees, successors and assigns full rights of access across all Common Property required to implement this reservation. By reservation of these rights, Declarant assumes no affirmative duties to establish or maintain any commercial enterprise whatsoever.

X. ANNEXATION.

- A. **Property to be Annexed.** Declarant may, from time to time and in its sole discretion, annex to the Development any other real property then owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Development.
- B. **Manner of Annexation.** Declarant shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:
 - 1. Describe the real property being annexed and designate the permissible uses thereof;
 - 2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Property; and,
 - 3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration. Upon the recording of such Plat

and Supplemental Declaration, the annexed area shall become a part of the Development, and shall be subject to the provisions hereof as amended as fully as if such area were part of the Development on the date of recording this Declaration.

XI. RECIPROCAL RIGHTS

In the event that Declarant or any of its affiliated corporations shall establish another development or developments; and, in the establishment thereof, shall provide that the members of GLENWOOD RESORT OWNERS' ASSOCIATION shall have the privilege of the use of any portion thereof, then in that event, the members in such other developments shall have reciprocal and equal rights to the use of Common Properties within the Development. The Association will be responsible for the expense of providing such rights in the Developer, including the costs attendant to ownership, maintenance and operation of RV Sites which may be established for such use and which shall therefore become Common Properties.

XII. WATER AND SEWER SERVICES.

The water and sewer systems constructed, or to be constructed, shall be Common Property. Each owner shall be required to utilize said systems. The drilling or use of alternative water sources is prohibited.

XIII. VIOLATION OF DECLARATION

A. The violation of any rule or regulation adopted by Declarant or the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Declarant or the Association the right to:

1. to enter upon the Lot, or any portion of the Property upon which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the

defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither Declarant or the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or

2. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
3. to take possession of such Lot Owner's interest in the Property and to maintain an action for possession of such Lot in the manner provided by law.

B. Provided, however, that, except in cases of emergency where damage to persons or property is threatened, Declarant or the Association shall not take any such action unless (1) Declarant or Association has first given the Lot Owner alleged to have violated any restrictions, condition or regulation adopted by Declarant or the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, an opportunity for a hearing on such allegations pursuant to rules and regulations adopted by Declarant or the Association, (2) Declarant or the Association shall have determined such allegations to be true; and, (3) the Lot Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time not in excess of thirty (30) days unless otherwise determined by the Association as determined by Declarant or the Association and communicated to the Lot Owner. Any and all costs and expenses incurred by Declarant or the Association in the exercise of its authority

as granted in this paragraph, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Lot Owner in violation, and, until paid by such Lot Owner, shall constitute a lien on the interest of such Lot Owner in the Property, which lien may be perfected and foreclosed in the manner provided by law with respect to liens for failure to pay maintenance assessments. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Lot.

- C. Furthermore, if after opportunity for a hearing and finding as aforesaid and failure of the Lot Owner to desist from such violation or to take such corrective action as may be required, Declarant or the Association shall have the power to issue to the defaulting Lot Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Lot Owner to continue as a Lot Owner and to continue to occupy, use or control his Lot and thereupon an action in equity may be filed by Declarant or the Association against the defaulting Lot Owner for a decree declaring the termination of the defaulting Lot Owner's right to occupy, use or control the Lot owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Lot Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Lot Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be

retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Lot Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Lot Owner. Upon the confirmation of such sale, the purchaser there at shall thereupon be entitled to a deed to the Lot and to immediate possession of the Lot sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

- D. Any Lot Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by Declarant or the Association shall pay to Declarant or the Association, as an agreed Common Expense with respect to his Lot, all attorneys' fees incurred by Declarant or the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of Declarant or the Association as to which the Lot Owner is in default. Until such fees are paid by the Lot Owner, the amount thereof shall constitute a lien on the interest of the Lot Owner in the Property, which lien may be perfected and foreclosed in the manner provided by law with respect to liens for failure to pay a share of the Common Expenses.
- E. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of

an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the reoccurrence or continuance of said violation or the occurrence of a different violation.

- XIV. **GRANTEE'S ACCEPTANCE.** Each grantee or purchaser of any RV Site shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such RV Site, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other RV Site to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

XV. **SUSPENSION OF RESTRICTIONS.**

The provisions on improvements, use and occupancy set forth herein shall be suspended as to any RV Site or other area while and so long as the same is owned by or leased to the State of Illinois or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such RV Site or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such Owner or lessee shall have no rights as a member of the Association, nor shall it be liable for any Association assessments.

XVI. **SEVERABILITY.**

Every provision of this Declaration is hereby

declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XVII. CAPTIONS.

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XVIII. TERM AND AMENDMENT.

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 Declaration this 10th day of August, 1987.

GOLDMAN PROPERTIES II, INC.

By: _____

GEORGE N. GOLDMAN
PRESIDENT

ATTEST: _____

RODNEY H. PIERCEY
SECRETARY

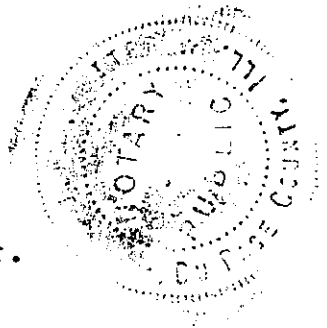


STATE OF ILLINOIS)
) SS
COUNTY OF)

I, MARIE K EHER, a Notary Public, in and for said County and State, DO HEREBY CERTIFY that GEORGE N GOLOMAN personally known by me to be the President of Goldman Properties II, Inc., a corporation, and ROONEY H PIERCE personally known by me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10TH day of April, 1987.

Marie K. Eher
My Commission expires: 4/89



This instrument prepared by: Herbert C. Steinmetz, Jr.
403 W. Galena Blvd.
Aurora, IL 60506
(312) 897-0465

Return recorded document to: Lowe and Steinmetz, Ltd.
P. O. Box 1605
Aurora, IL 60507-1605

CONSENT OF MORTGAGEE
TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, The Northern Trust Company, holder of a Note secured by a Mortgage, Security Agreement and Assignment of Leases and Rents dated November 25, 1986 and recorded November 25, 1986 as document number R86-13360, hereby consents to the execution and recording of the attached Declaration of Covenants and Restrictions and consents to the imposition of such covenants and restrictions to the real estate described therein.

The Northern Trust Company

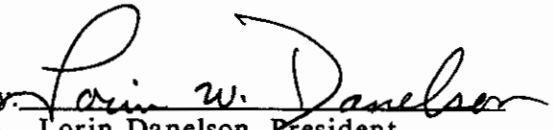
By:

Ynda A. George
its: *Commercial Banking Officer*

CONSENT OF MORTGAGEE
TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Glenwood Ranch, Inc., holder of a Non Recourse Subordinated Note secured by a Junior Purchase Money Mortgage dated November 26, 1986 and recorded November 25, 1986 as document number R86-13362, hereby consents to the execution and recording of the attached Declaration of Covenants and Restrictions and consents to the imposition of such covenants and restrictions to the real estate described therein.

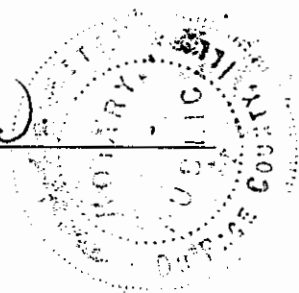
Glenwood Ranch, Inc.

By 
Lorin Danelson, President

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid do hereby certify that GLENWOOD RANCH, INC., AN ILLINOIS CORPORATION, hath hereunto caused these presents to be signed by its President, this 10th day of August, 1987.

Marie K. Citer
Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

)
) SS
)

I, the undersigned, a Notary Public in and for said County in the State aforesaid do hereby certify that the NORTHERN TRUST COMPANY, AN ILLINOIS CORPORATION, hath hereunto caused these presents to be signed by its Commercial Banking Officer this 10th day of August, 1987.

Marie K. Eiter
Notary Public

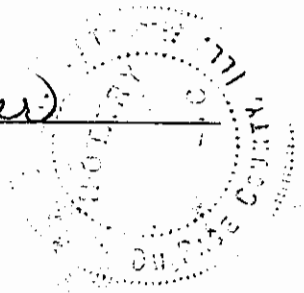


EXHIBIT A
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
GLENWOOD RV CAMPING/RESORT
SUPPLEMENTAL DECLARATION OF COVENANTS

Phase 1, The Outback of Glenwood
Glenwood RV Camping/Resort

This Declaration ("Supplemental Declaration") is made this 10 day of AUGUST, 1987, by Goldman Properties II, Inc., an Illinois corporation ("Declarant").

Declarant has recorded on the 28th day of AUGUST, 1987, in the Office of the Recorder, LaSalle County, Illinois, in ~~Book AS Doc. #~~ at Page R87-09760a a certain Declaration of Covenants and Restrictions, subjecting Glenwood RV Camping/Resort (the "Development") to the provisions thereof pursuant to an incremental plan of development and improvements.

NOW, THEREFORE, Declarant hereby declares that:

1. Phase 1, The Outback of Glenwood, to Glenwood RV Camping/Resort, the Development, includes all of the real property set forth and described in the Plats thereof recorded in the Office of the Recorder, LaSalle County, Illinois on the 28 day of AUGUST, 1987, in ~~Book AS Doc. #~~ R87-09759 ~~Page~~ et. seq.

2. That all of the said real property is made subject to the provisions of the Declaration, as and to the extent applicable, which provisions are incorporated herein by reference.

3. Pursuant to the provisions of the Declaration, all of the numbered lots shown on said plats are designated for utilization as campsites.

4. Each of said Campsites (Lots) shall carry with it as an

appurtenancy a membership in the Glenwood Resort Owners' Association, subjecting said Campsites and the Owner thereof to the privileges and obligations pertaining to such membership as set forth in the Association's Articles and By-Laws.

5. Pursuant to the provisions of the Declaration, the following property in Glenwood RV Camping/Resort, as shown on said Plats, is designated as Common Property, and shall be used as private streets and roads:

Koala Lane
Kookaburra Court

Wombat Way

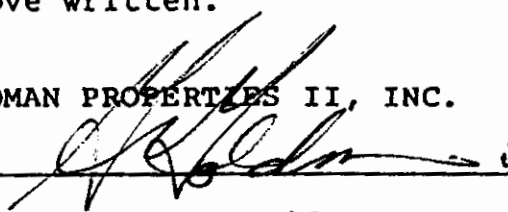
6. Pursuant to the provisions of the Declaration, the following property as shown on said Plats is designated as Common Property and shall be used either for private parks, recreational areas, well housing and septic fields or any related use:

Outlot A
Outlot B

Outlot C
Outlot D

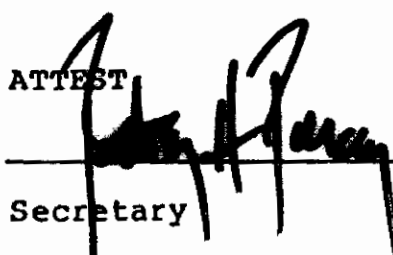
IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

GOLDMAN PROPERTIES II, INC.

By: 

President

ATTEST


Secretary

This Document prepared by: H. C. Steinmetz, Jr.
403 W. Galena Blvd.
Aurora, IL 60506

Return Recorded Document to: Lowe and Steinmetz, Ltd.
P. O. Box 1605
Aurora, IL 60507-1605

SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
THE VACATED SOUTH HALF OF
NINTH STREET - ADDED TO THE
NORTHFORK PHASE

LASALLE COUNTY RECORDER

94 NOV 30 PM 3:07

R94-19166

Eugene B. Hartney

The Outback of Glenwood
Glenwood RV Camping/Resort

The Declaration
("Supplemental Declaration")
is made this 16th. day of
November, 1994, by GLENWOOD
PROPERTIES, INC, an Illinois
Corperation organized under
the laws of the State of
Illinois ("Declarant").

Declarant's Predecessor's Predecessor in Title, Goldman Properties II, Inc., has recorded on the 28th day of August 1987, in the Office of the Recorder, LaSalle County, Illinois, as Document Number R87-09760 that certain "Declaration of Covenants and Restrictions", and "Exhibit A Supplemental Declaration of Covenants and Restrictions" subjecting Phase I of the Outback of Glenwood, Glenwood RV Camping/Resort (the "Development") to the provisions thereof pursuant to an incremental plan of development improvements.

Declarant's Predecessor in Title, Glenwood RV Resort Operating Partnership, a co-venture organized under the laws of the State of Illinois, has recorded on the 24th day of May 1988, in the Office of the Recorder, LaSalle County, Illinois, as Document Number 88-0502 that certain "Supplemental Declaration of Covenants and Restrictions" subjecting the Southfork Phase and the Thornridge Phase of the Outback of Glenwood, Glenwood RV Camping/Resort (the "Development") to the provisions thereof pursuant to an incremental plan of development improvements.

Declarant's Predecessor in Title, Glenwood Properties, Inc. an Illinois Corperation, venture organized under the laws of the State of Illinois, has recorded in the Office of the Recorder, LaSalle County, Illinois on the 25th day of September and October 1st, 1990, as Document Number 90-12101, Document Number 90-12336, and Document Number 90-12337 that certain "Supplemental Declaration of Covenants and Restrictions" subjecting the The Northfork Phase, Deertrail Phase, and the Briarwood Phase of The Outback of Glenwood, Glenwood RV Camping/Resort (the Development) to the provisions thereof pursuant to an incremental plan of development improvements.

NOW, THEREFORE, Declarant hereby declares that:

1. The South half of Ninth Street from the east line of Chicago Street East to the east line of Lehigh Street in Gum and Harrington's Addition to the City of Marseilles in the Northeast Quarter of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian, LaSalle County, Illinois, Contiguous to The Outback of Glenwood, Northfork Phase, Glenwood RV Camping/Resort (the Development) includes all of the real property set forth and also described in the Plat of Vacation thereof recorded in the Office of the Recorder, LaSalle County, Illinois as Document Number 94-01972.

2. That all of the said real property is made subject to the provisions of the Declaration, as and to the extent applicable, which provisions are incorporated herein by reference.

3. Pursuant to the provisions of the Declaration, all of the numbered lots shown on said plats are designated for utilization as campsites or RV lots.

4. Each of said Lots shall carry with it as an appurtenancy a membership in the Glenwood Resort Owner's Association, subjecting said Lots and the Owner to the privileges and obligations pertaining to such membership as set forth in the Association's Articles and By-Laws.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

GLENWOOD PROPERTIES, INC, an Illinois Corporation

BY: *David E. Goldman*
David E. Goldman, President and Secretary

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David E. Goldman, of Glenwood Properties, Inc., personally known to me to be the President and Secretary of said Corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of November, 1994

Patricia M. Lagioia
NOTARY PUBLIC



This instrument was prepared by:

David E. Goldman,
Goldman Management Co., Inc.
800 E. Northwest Hwy., Suite 833,
Palatine, IL 60067

**RETURN THIS INSTRUMENT AFTER
RECORDING DEED TO GRANTEES:**

David E. Goldman
Goldman Management Co., Inc.
800 E. Northwest Hwy., Suite 833,
Palatine, IL 60067

LASALLE COUNTY RECORDER

94 NOV 30 PM 3:07

Eugene J. Kostney

R94-19166