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This instrument prepared by  
and is to be mailed to:

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**2020-10391**  
**KAREN L. MILLER**  
**LASALLE COUNTY RECORDER**  
**OTTAWA, IL**  
**RECORDED ON**  
**07/17/2020 02:22 PM**  
**PAGES: 47**  
**PLAT ACT: 0**

**REC FEE**  
**RHSP FEE**

**556.50**  
**9.00**

**FILED**

Above Space for Recorder's Use Only

COMBINED  
SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
AND  
AMENDED AND RESTATED BY-LAWS  
OF  
GLENWOOD RESORT OWNERS' ASSOCIATION

THIS COMBINED SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS AND AMENDED AND RESTATED BY-LAWS "Declaration") is made and entered into as of this 11<sup>th</sup> day of July, 2020 by Glenwood Resort Owners' Association, an Illinois not-for-profit corporation (the "Association"), which is the governing association of Glenwood RV Camping/Resort.

RECITALS:

- A. A certain Declaration of Covenants and Restrictions, dated August 10, 1987, was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R87-09760 (the "1987 Declaration"). Said 1987 Declaration submitted certain real property in LaSalle County, Illinois to its terms; and
- B. The 1987 Declaration was amended and supplemented by a certain Supplemental Declaration attached to the 1987 Declaration, and by the following additional Supplemental Declarations:
1. Supplemental Declaration dated May 24, 1988, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R88-05054; and
  2. Supplemental Declaration dated September 24, 1990, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R90-12337; and

3. Supplemental Declaration dated February 10, 1995, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R95-02819 (together, the "Supplemental Declarations"); and

- C. The Supplemental Declarations together submitted certain additional real property to the terms of the 1987 Declaration; and
- D. The 1987 Declaration was also amended from time to time. The 1987 Declaration, as so amended and supplemented is referred to hereafter as the "Original Declaration"; and
- E. The Original Declaration, as amended, was amended, and restated by a certain Amended and Restated Declaration of Covenants and Restrictions, dated June 28, 2014, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R2014-12472 (the "2014 Declaration"); and
- F. The 2014 Declaration has itself been amended from time to time. The 2014 Declaration, as amended, is referred to hereafter as the "A&R Declaration"; and
- G. The A&R Declaration is the current Declaration governing the Association; and
- H. The legal description of the real property now subject to the A&R Declaration and to be governed by this Declaration, is as shown in Exhibit "A" attached hereto and incorporated by this reference herein; and
- I. To the extent that any additional real property has at any time been deeded to the Association or made subject to the Original Declaration or the A&R Declaration, but such real property is not listed on said Exhibit "A" it is the intent of the Association that all such real property shall be deemed subject to this Declaration; and
- J. The Association was incorporated as an Illinois not-for-profit corporation on June 4, 1987; and
- K. From time to time thereafter, the Association has adopted By-Laws; and
- L. The current By-Laws of the Association are the Amended Bylaws dated April 1, 2014 and recorded in the Office of the Recorder of LaSalle County, Illinois as document R2014-05716 (the "Amended By-Laws"); and
- M. The Association is subject to and governed by the Common Interest Community Association Act, 765 ILCS 160/1-1, et seq., (the "Act"). Under the provisions of the Act, some portions of the Act control and supersede the provisions of an association's Community Instruments (as that terms is defined in the Act and in this Declaration), and other portions of the Act allow an association's Community Instruments to control over the provisions of the Act; and
- N. Over time, changes in the Act have caused the A&R Declaration and the Amended By-Laws to be at variance to, and sometimes in conflict with, provisions of the Act, with the

result that the Association can no longer rely upon the A&R Declaration and the Amended By-Laws, without also investigation as to possible countervailing provisions of the Act; and

- O. The Board of Directors of the Association, as defined below (the "Board"), pursuant to the authority of Section 1-60(a) of the Act, has declared that there are omissions, errors and/or inconsistencies in the A&R Declaration and the Amended By-Laws such that portions of those documents do not conform to the Act, and/or to other statutes; and
- P. Section 1-60(a) of the Act permits the Board to correct such errors, omissions and inconsistencies by amending such documents so as to conform them to the Act and/or to other applicable statutes on the vote of not less than 2/3rds of the full Board, without the vote of the membership of the Association; and
- Q. The Board has determined that it is in the best interests of the Association to take such actions as are necessary to bring the A&R Declaration and the Amended By-Laws into compliance with the Act, as now in effect, by amending and restating those document, and, for ease of reference, to combine this Second Amended and Restated Declaration (the "Declaration") and the Amended and Restated By-Laws (attached as Exhibit "B" to the Declaration) into one document; and
- R. As a result, Board members being not less than 2/3rds of the full Board voted on July 11, 2020 to correct such omissions, errors and/or inconsistencies by causing this Declaration and the Amended and Restated By-Laws to be promulgated to correct such omissions, errors and/or inconsistencies. The Affidavit of the Secretary of the Association to the action of the Board is attached hereto as Exhibit "C" and incorporated by this reference herein; and
- S. This Declaration supersedes and replaces the A&R Declaration, and the Amended and Restated By-Laws attached hereto supersede and replace the Amended By-Laws; and
- T. Other than the vote of the Board, no other action by the Association is needed to adopt this Declaration and the Amended and Restated By-Laws; and
- U. The Board intends that this Declaration and the Amended and Restated By-Laws shall be effective upon recording in the Office of the Recorder of LaSalle County, Illinois.

Now Therefore, the Association, for the uses and purposes set forth above, hereby declares that the A&R Declaration and the Amended By-Laws be and hereby are, amended, restated, and replaced by this Second Amended and Restated Declaration of Covenants and Restrictions and by the Amended and Restated By-Laws attached as Exhibit "B" to said Second Amended and Restated Declaration, as follows:

Glenwood Resort Owners' Association  
Marseilles, Illinois  
Second Amended and Restated Declaration of Covenants and Restrictions

I. DEFINITIONS

The following terms as used in this Declaration are defined as follows:

- 1.1 "Acceptable Technological Means" (also "ATM") includes without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by Rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- 1.2 "Act" means the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1 et seq., as amended from time to time.
- 1.3 "Articles" means the Articles of Incorporation of the Association, filed of record on June 4, 1987 with the Illinois Secretary of State, with file number 5468-772-9.
- 1.4 "Association" means the Glenwood Resort Owners' Association (also "GROA"), which is an Illinois Not-for-Profit corporation organized to further promote the common interest of the Lot Owners in the Property, and acting through its Board. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and its By-Laws, and in accordance with the Act.
- 1.5 "Board" (also "Board of Directors") is the group of people elected by the Members of the Association as the governing body to exercise for the Members of the Association all powers, duties, and authority vested in the Board of Directors under the Act, this Declaration and By-Laws.
- 1.6 "By-Laws" means the Amended and Restated By-Laws attached to this Declaration as Exhibit "B", and as the same may be amended from time to time.
- 1.7 "Committee" means any committee created in compliance with Section 108.40 of the NFP Act, including the Association's Rules, Regulations & Beautification Committee ("RR&B") described at Article IV, below.
- 1.8 "Common Areas" means the portion of the Property other than a Lot, including all of the real property which has been conveyed to the Association for the use by Members of the Association and their invitees.
- 1.9 "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Association.
- 1.10 "Community Instruments" means all documents and authorized amendments thereto recorded by the Association, including, but not limited to this Declaration, the By-Laws,

the Plat, the Articles (whether or not recorded), and the Rules (whether or not recorded). The Property is subject to the Community Instruments. In the event of any conflict between the provisions of the Act and the Community Instruments, the Act shall be given priority, followed by the Declaration, the Plat, the By-Laws, and the Rules, in that order.

- 1.11 "Declaration" means this Second Amended and Restated Declaration of Covenants and Restrictions, and as the same may be amended from time to time.
- 1.12 "Developer" means Goldman Properties II, Inc., and its successors and assigns, an Illinois corporation. Developer was the owner of that certain real property located in LaSalle County, State of Illinois, known as GLENWOOD RV CAMPING/RESORT described in the Supplemental Declarations referenced in the above Recitals.
- 1.13 "Household" means a family group who regularly and customarily reside together in the same house or home as a principal residence.
- 1.14 "Improvements" means all buildings, out buildings, 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.
- 1.15 "Lot" is the equivalent of "Unit" under the Act, and means any numbered tract for occupancy and use for RV usages subject to the Community Instruments.
- 1.16 "Lot Owner" is the equivalent of "Unit Owner" under the Act, and means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute title of a Lot.
- 1.17 "Majority of the Members" means the Lot Owners of more than 50% of the Lots. Any specified percentages of the Members mean the Lot Owners owning such percentage of the Lots.
- 1.18 "Member" means the person or entity designated as a Lot Owner with membership rights and entitled to one vote as defined by Community Instruments. The terms "Member" and "Lot Owner" may be used interchangeably as defined by the Community Instruments, except in situations in which a matter of legal title to a Lot is involved or at issue, in which case the term "Lot Owner" would be the applicable term used.
- 1.19 "Membership" means the collective group of Members entitled to vote as defined by the Community Instruments.
- 1.20 "NFP Act" means the Illinois General Not-For Profit Corporation Act, 815 ILCS 105/101.01 et seq., as amended from time to time.
- 1.21 "Parcel" means the lot or lots or tract or tracts of land referenced in the Plats attached as Exhibit "A" to this Declaration.

- 1.22 "Plat" means the plat or plats of survey of the Parcel and of the Lots in the Association. Exhibit "A" to this Declaration identifies the plats constituting the Plat.
- 1.23 "Prescribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all members, electronic transmission, or other delivery method that is approved in writing by the Member and authorized by any of the Community Instruments.
- 1.24 "Property" means all the land, property, and space comprising the Parcel, all Improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Members, under the authority or control of the Association.
- 1.25 "RV Site" means a Lot designated by a number on a Plat for occupancy and use for RV and other Camping Purposes in accordance with the Community Instruments.
- 1.26 "Recreational Vehicle" or "RV" means a Vehicular type unit initially designated as temporary living quarters for recreational, camping, or travel use, which either has its own motive of power or is mounted on or drawn by another vehicle. All "Recreational Vehicles" must have the "Recreational Vehicle Institute" (RVI) seal of approval, and meet the current requirements of the Association. The basic types of recreational vehicle are:
- (a) 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.
  - (b) 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, and
  - (c) 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.
- 1.27 "Rules" means the rules and regulations of the Association as further defined at Article IV, below.
- 1.28 "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 Purposes.

## II. ASSESSMENTS

### 2.1 General.

Pursuant to the powers granted in its Community Instruments, the Association is expressly authorized and empowered to assess annual and separate (special) assessments against Lots, and to take actions, as specified in the By-Laws, to collect unpaid assessments, fines and other charges.

## III. LAND USE

3.1 All Lots and RV Sites, and their uses, are subject to the provisions of the Community Instruments. In the event a use is designated for which no such provisions are contained herein (e.g., commercial, governmental, schools, mobile home, single family residence, etc.) the same may be set forth in an amendment hereto.

3.2 All Lots shall be designated and utilized as RV Sites, unless otherwise permitted. Subject to the Rules, a Lot Owner may place a Tent and/or RV on the Lot Owner's RV Site. A mobile home designed for permanent placement or permanent occupancy shall be prohibited and excluded from use on any RV Site. No Recreational Vehicle other than those defined in Article I, above, shall be placed on any RV Site. In no event shall any RV Site be occupied for more than eleven (11) months (in any 12-month consecutive period) out of a year, nor shall it be the primary residence of a Lot Owner or any occupant thereof, it being the express intention of the Association that all RV Sites are intended for use of occupancy for the recreational and Camping Purposes only and are not to be used for primary residential purposes.

3.3 All parts of the Property designated as Common Areas 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 Areas.

3.4 Subject to the provisions of the Community Instruments, Developer conveyed all Common Areas to the Association, which Common Areas 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 they appear of record.

3.5 The use and enjoyment of the Common Areas and all Improvements thereon, whether before or after conveyance to the Association, shall be subject to the Community Instruments.

3.6 At any time after conveyance to the Association of any Common Areas, the Association may upon the vote of a Majority of Members, at any regular or special Members' Meeting, offer any such Common Areas for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards

3.7 Each Recreational Vehicle or Tent placed upon a RV Site shall be at set back at least Fifteen (15) feet from the front Lot line, and set back at least Ten (10) feet from the back and side lines of the Lot.

3.8 The following restrictions shall be applicable to all Lots designated as RV Sites, subject to the approval of the RR&B Committee. Any exception to this Section 3.8, or any further specific restriction, shall require the approval of the RR&B Committee. Each Lot 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, contractors, and/or employees, to make such RV Site comply with this section, the cost of which shall be added to the annual assessment to which such RV Site 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 Property or any part thereof. No Lot Owner shall permit anything to be done or kept on the Lot Owner's Lot or in the Common Areas which will result in the cancelation of insurance on the Property, or contents thereof, or which would be a violation of any law, government rule or regulation, or any provision of any of the Community Instruments. No waste shall be committed in, on or to the Common Areas.
- (c) No Lot 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 on the Property except in places designated therefore by the Association. No outside toilets shall be erected or maintained on any RV Site. All plumbing fixtures shall be attached to the sewage disposal system servicing that particular 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 permitted on any Lot.
- (f) All property lines shall be free and open, and no fences, hedges, or walls shall be permitted thereon.
- (g) Signs, advertising (for sale) or other displays (no more than eighteen (18) inches in length and width) shall be permitted on any Lot with the approval of the RR&B.
- (h) No exterior lighting shall be installed without the written consent of the RR&B.
- (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 (Car Port) approved by the RR&B on the Lot or in other storage areas approved by the RR&B.



- (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, the RR&B 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 or un-licensed trailers (other than Recreational Vehicle travel trailers) may not be stored on a Lot. No Recreational Vehicle and any other vehicles shall be parked on any street or roadway.
- (k) One (1) storage building may be placed on a Lot. From and after the effective date of this Declaration, no metal sheds are permitted. A storage shed shall have a floor dimension of not more than 12 feet x 12 feet x 10 feet. The design, materials, construction, color, and placement of such shed must be approved in writing by the RR&B.
- (l) Skirting of Recreational Vehicles may be approved by the RR&B. Recreational Vehicles can be blocked and leveled only with manufactured jacks and/or three core concrete blocks 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 permitted with the prior written consent of the RR&B.
- (n) Propane gas tanks must be mounted on a Recreational Vehicle or placed per the instruction of the supplier of propane.
- (n) 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 RR&B, pets shall be kept on leashes. All pets must be inoculated against rabies. "Vicious -animals" as defined by City ordinance need approval of the RR&B to be on the Property. All Lot Owners and guests with pets shall pick up after their pets. The RR&B may assess a fine for negligent behavior.
- (o) 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 Lot Owner shall permit the accumulation of liter or refuse or junk vehicles on any RV Site.
- (p) All personal property on a RV Site shall be maintained in good condition so as not to become unsightly. A Lot Owner wishing to erect a Tent upon the Lot Owner's RV Site may do so, subject to the RR&B.
- (q) 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 the roadway. No living tree more than two (2) inches in diameter shall be removed nor shall any other foliage (other than poisonous plants) within five (5) feet of the boundary of any Lot be removed except with the consent of the RR&B.

- (r) Each Lot Owner shall keep drainage ditches and swales located on the Lot Owner's RV Site free and unobstructed and in good repair and shall allow the installation of such culverts upon the RV Site as may be reasonably required for proper drainage. The prevention on a RV Site is the Lot Owner's responsibility.
- (s) No drilling, refining, quarrying, or mining operation of any kind shall be permitted on any RV Site, which includes installing new waterlines to a RV Site.
- (t) The use of the Briarwood Pond situated within the Development shall be subject to the Association's disclosure.
- (u) Lot Owners may lease their Lots only thirty (30) days during any calendar year with the prior written consent of the Board. All leases must be in writing and a copy must be filed before its inception with the Association. Administration fees may be required by the Association for all leases. Leasing shall not relieve the Lot Owner of the Lot Owner's obligations hereunder and each lessee/tenant shall be bound by and subject to all of the obligations of the Lot Owner with respect to the occupancy of any Lot or may be evicted without cause. Lot Owners are responsible to provide the Board with a credit and criminal background check, if requested. No more than 25% of the Lots owned by Members shall be leased each year. The Board reserves its rights to deny the leasing of a Lot.

#### IV. RR&B COMMITTEE

- 4.1 General Powers. All Improvements constructed or placed on any RV Site must have written approval from the RR&B Committee pursuant to the Association's Rules, Regulations & Beautification Guidelines Handbook ("Handbook") or other Community Instrument.
- 4.2 Committee Membership. The RR&B Committee shall be the committee composed of a minimum of three (3) and a maximum of five (5) members appointed by, and reporting to, the Board. A majority of the RR&B Committee members shall be members of the Board. The Board shall appoint a chairman of the RR&B. The Committee shall be responsible for the administration of the rules, regulations & beautification, through the approval of the Board. The power to appoint or remove a Committee member will be at the discretion of the Board. Committee members shall serve a term of one (1) year, but can be reappointed.
- 4.3 Grounds for Disapproval. The RR&B Committee may disapprove any application if such application does not comply with the Community Instruments; or because of the reasonable dissatisfaction of the RR&B Committee with the grading plans, location of the proposed Improvement on the 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.
- 4.4 Subject to Board approval, the RR&B 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, which shall be documented in the Handbook.

4.5 Variances. The Board, with input from the RR&B Committee, may grant reasonable variances or adjustments from the Community Instruments, subject to local ordinance or state law.

4.6 Certification of Compliance. At any time prior to completion of the construction of an Improvement, the RR&B Committee may require certification, upon such form as it shall furnish, from the contractor, Lot Owner or a licensed surveyor that such Improvement violate any set-back rule, city ordinance or statute, nor encroach upon any easement or right-of-way of record.

4.7 Administration Fees. As a means of defraying its expense, the Board may institute and require a filing fee to accompany the submission of permits, plans and specifications.

4.8 Liability. Notwithstanding the approval by the RR&B Committee of plans and specifications or its inspection of the work in progress, neither the Board, nor any person acting on behalf of any of them shall be responsible in any way 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 the Improvements constructed pursuant thereto.

4.9 Appeals. In conformance with the Handbook any applicant shall have the right to appeal to the Board any decision. An applicant reserves the right to a dispute-resolution process through Arbitration.

## V. EASEMENTS

5.1 Reservations. The following easements over each Lot and RV Site and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association, its successors, assigns and licensees.

5.2 Utilities. A five (5) foot wide strip running along the inside of all RV Site lines except those RV Sites 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, fiber optics, and television transmission cables and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and planting wherever necessary upon such RV Sites in connection with such installation, maintenance and operation.

5.3 Slope and Drainage. 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 slops and drainage courses.

5.4 Private Streets State of Illinois and LaSalle County recorded as Document R87-09759:

“That the undersigned hereby dedicates for the private non-exclusive use of (Lot Owners) in the Outback of Glenwood Phase 1 or any subsequent Phase, the lands shown on the Plat for the thoroughfares or streets, and public services and hereby also reserves for the Marseilles telephone company and the Illinois power company, the easement provisions which are stated in their

standard form. Signed by Glenwood Properties, George N. Goldman, President D/B/A Glenwood RV Camping Resort". Common Areas means all of the real property which has been conveyed to the Association for the use of the members of the Association and their guests. It includes all real property designated as Common Areas in the Plat and amendments thereto and all real property acquired by the Association for such use whether from Developer or otherwise, together with Improvements which at any time may be constructed thereon including, but not limited to, recreational and community facilities, RV Sites established pursuant of the Community Instruments, lakes, parks and streets. The Original Declaration states that the water and sewer systems constructed or to be constructed shall be Common Areas. On August 10, 1987 an additional Exhibit to the 1987 Declaration was signed and added declaring that "the following property shown on the Plats shall be designated as Common Property (Common Areas) and shall be used as private streets and roads: Koala Lane".

Included in the "Outback Phase or Phases" as per recorded in LaSalle County, Illinois. Member Governing Body of Six (6), platted Common Interest Community subdivisions within the Development commonly known as (1) "Outback Phase I" (per plat thereof recorded August 28, 1987 as Document #R87-09759), (2) "Thornridge" (per plat thereof recorded 24 May, 1988 as Document #R88-05053}, (3) "Southfork" (per plat thereof recorded 24 May, 1988 as Document #R88-05052}. (4) "Briarwood" (per plat recorded on 1 October, 1990 as Document #R90-12337), (5) "Deertrail" (per plat thereof recorded 1 October, 1990 as Document #R90-12336), and (6) "Northfork" (per plat thereof recorded on 25 September, 1990 as Document #90-12101) (Together, the "Association Subdivisions").

All of the streets and roadways shown on any recorded Plat shall be private, streets and roadways are private non-exclusive use of the Lot Owners in any of the "Outback Phases". The Association on behalf of itself, its successors, assigns and licensees, reserves as easements over, upon and under said streets and roadways for installation, maintenance and operation of public utility services; for the purposes of drainage control; for non-exclusive assess to RV Sites and other Common Areas by Lot Owners of RV Sites, the Association and for use by any Governmental Vehicle or Employee.

5.5 Other Easements. Any other easements shown on any recorded Plat upon all lands for the enforcement of any of the Community Instruments.

5.6 Use of Maintenance by Lot Owners. The areas of any Lots affected by the easement reserved herein shall be maintained continuously by the Lot Owner of such Lot, but no structures, planting 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 Lot Owner except those for which a public authority or utility company is responsible.

5.7 Liability for Use of Easements. No Lot Owner shall have any claim or cause of action against the Association or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on a Plat, except in cases of willful negligence or gross misconduct.

## VI. WATER AND SEWER SERVICES

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

## VII. VIOLATION OF COVENANTS

7.1 The violation of any provisions of any of the Community Instruments, shall in addition to any other rights provided for in this Declaration or the By-Laws, give the Association, to the extent permitting by law, the right:

- (a) 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 Association nor the officers, employees or agents thereof shall thereby be deemed guilty in a manner of trespass; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either law or in equity, the continuance of any breach; or
- (c) To take possession of such Lot Owner's interest in the Property and to maintain and action for possession of such Lot in the manner provided by law.
- (d) After notice and an opportunity to be heard, and as provided in the By-Laws, to impose a fine(s) for violation of any of the Community Instruments.

Provided, however that except in cases of emergency where damage to a persons or property is threatened, the Association shall not take any such action (other than the assessment of fines under subsection (d), above) unless (1) the Association has first given the Lot Owner alleged to have violated any restrictions, condition or regulation adopted by the Association. (2) the Association shall have determined such allegations to be true; and, (3) the Lot Owner shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time not on excess of thirty (30) days unless otherwise determined by the Association as determined by the Association and communicated to the Lot Owner.

7.2 Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Article, including but not limited to arbitration costs, reasonable attorney's fees as determined by a court of competent jurisdiction and cost of labor and materials, shall be paid by the Lot Owner, shall constitute a lien on the interest of such Lot Owner in the Lot Owner's Lot, which lien may be perfected and foreclosed in the manner provided by law with respect to liens and failure to pay maintenance assessments. Any such lien shall be junior and subordinate to the lien of the first mortgagee with respect to such Lot.

- 7.3 (a) 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, the Association against 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 said Lot Owner on account of the violation of the 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.
- (b) The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorney's 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 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 condition of any such sale, the decree shall so provide, that the purchaser shall take the Interest in the property sold subject to the Community Instruments.

7.4 Any Lot Owner in default hereunder or under any provision of the Community Instruments shall pay to the Association, as agreed Common Expenses with respect to said Lot Owner's Lot, all attorney's fees incurred by the Association in enforcing the provisions of the Community Instruments 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 Lot Owner's Lot, which lien may be perfected and foreclosed in the manner provided by the law with respect to liens for failure to pay a share of the Common Expenses.

7.5 Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude as aggrieved party's resort to any other remedy at law or in equity. The aggrieved party shall attempt to resolve any dispute arising out of or relating to any of the Community Instruments through negotiations. If the matter is not resolved by negotiations within 120 days of receipt of a written "invitation to negotiate", the parties attempted to resolve the dispute in good faith and may then proceed to file an arbitration complaint. No delay or failure on the part of the aggrieved party to invoke an available remedy in respect of a violation of any provision of the Community Instruments of any right available shall be held to be a waiver by that party of any right available to him upon the reoccurrence of a different violation. Notwithstanding the foregoing, the parties hereby agree an arbitration decision may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"). Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

## VIII. GRANTEE'S ACCEPTANCE

8.1 Each grantee or purchaser of any Lot and/or RV Site shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Lot Owner of such RV Site and/or Lot, accept such deed or contract upon and subject to each and all of the provisions of the Community Instruments, and to the jurisdiction, rights, powers, privileges and immunities of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, covenant, consent and agree with the Association and the grantee or purchaser of each RV Site and/or Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in the Community Instruments.

## IX. SUSPENSION OF RESTRICTIONS

9.1 Each provision on Improvements, use and/or occupancy set forth herein (or in any other Community Instrument) shall be suspended as to any RV Site, Lot and/or other area so long as the same is owned by or leased to the State of Illinois or any Governmental agency, or public or private utility. When such ownership or leasing shall end, all such provisions shall become applicable again in their entirety. While so owning and leasing, such government, governmental agency, and public or private utility shall have no rights as a Member of the Association, nor shall it be liable for any Association assessments.

## X. SEVERABILITY

10.1 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 valid or unenforceable, all remaining provisions shall continue unimpaired all in full force and effect.

## XI. CAPTIONS

11.1 Article and section captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions thereof.

## XII. TERM AND AMENDMENT

12.1 The provisions of this Declaration (including all Exhibits hereto) shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Property. Except as provided by law, this Declaration cannot be reverted back, nor changed by any future Board of Directors without the express consent of Fifty percent plus one (50%+ 1) of the Members, as defined in the Association's By-Laws.

12.2 This Declaration may be amended by the affirmative Majority Vote of the Members, entitled to vote, of the Lots on the Property by recording an amendment to this Declaration duly executed by:

- (a) The requisite number of such Lot 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 Members to effect such amendment, certified by the Secretary of the Association; or

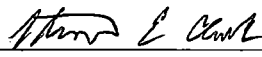
(c) As otherwise permitted by law.

All of the first-stated Recitals are incorporated by this reference herein.

IN WITNESS WHEREOF, the Association, by its duly authorized agents, has caused its name to be signed to this Declaration (including the Amended and Restated By-Laws) at Marseilles, Illinois, as of the date and year first written above.

Glenwood Resort Owners' Association

By:   
President

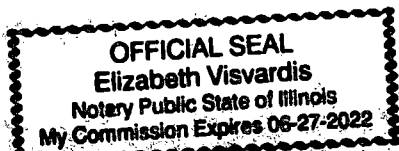
Attest:   
Secretary



State of Illinois                    )  
  ) ss  
County of Cook                    )

The Undersigned, a Notary Public in and for the State aforesaid, Do Hereby Certify that Dorothy Lennon, personally known to me to be the President and Steven Clock, personally known to me to be the Secretary of Glenwood Resort Owners' Association, an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person in the County aforesaid and acknowledged that they signed and delivered this instrument as their own free and voluntary act, and as the free and voluntary act of the said not-for-profit corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 14 day of July, 2020.



Seal

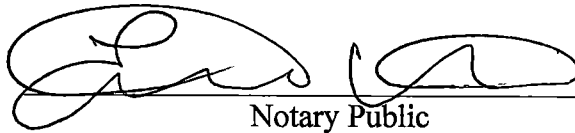
  
Notary Public

EXHIBIT "A"

Legal Description

All Plats listed were recorded in the Office of the Recorder of LaSalle County, Illinois

The real property as shown on the following plats:

- OB 1. <sup>09759</sup>~~R87-09579~~, recorded 8/28/87
- SF 2. R88-05052, recorded 5/24/88
- TR 3. R88-05053, recorded 5/24/88
- NF 4. R90-12101, recorded 9/25/90
- DT 5. R90-12336, recorded 10/1/90
- BW 6. R90-12337, recorded 10/1/90
- OB(II)  
OB(III) 7. R95-02819, recorded 3/9/95

*[Handwritten signature]* 7-17-2020

PHASE I  
R.V. CAMPING RESORT

P-1 03

87-09759

DESCRIPTION OF AREA DEVELOPED

Part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 33 North, Range 5 East of the Third Principal Meridian, described as follows: Beginning at the Southeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 8; Thence North 89°47'10" West 664.08 feet along the South Line of the Northwest Quarter of the Southwest Quarter of said Section 8 to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 8; Thence North 5°57'30" East 77.36 to a point; Thence North 32°37'30" West 62.27 feet to a point; Thence South 57°22'30" West 129.10 feet to a point; Thence South 86°39'00" West 104.14 feet to a point; Thence North 88°36'10" West 75.0 feet to a point; Thence North 1°23'50" East 70.0 feet to a point; Thence North 70°07'10" East 55.08 feet to a point; Thence North 27°44'30" East 124.47 feet to a point; Thence North 8°41'30" East 40.29 feet to a point; Thence North 16°55'00" East 66.15 feet to a point; Thence North 12°36'40" East 55.05 feet to a point; Thence North 24°17'10" East 66.15 feet to a point; Thence North 2°58'00" West 66.44 feet to a point; Thence North 12°21'00" East 83.12 feet to a point; Thence North 22°26'20" West 77.90 feet to a point; Thence South 72°27'50" East 28.0 feet to a point; Thence North 10°53'00" East 163.33 feet to a point; Thence North 88°34'20" East 67.0 feet to a point; Thence South 62°08'50" East 61.92 feet to a point; Thence South 72°49'00" East 55.75 feet to a point; Thence North 67°18'10" East 63.05 feet to a point; Thence North 81°10'40" East 82.68 feet to a point; Thence South 76°34'10" East 94.63 feet to a point; Thence South 74°58'30" East 348.22 feet to a point on the East Line of the Northwest Quarter of the Southwest Quarter of said Section 8; Thence South 1°15'14" East 726.75 feet along the East Line of the Northwest Quarter of the Southwest Quarter of said Section 8 to the Point Of Beginning, containing 14.967 Acres, being situated in Manlius Township, LaSalle County, Illinois.

N 88° 34' 00" E

— 20' DRAINAGE E —

N.W. CORNER  
SEC. 17-33-5

# MAIN ACCESS ROAD

( PRIVATE )

## PHASE 1

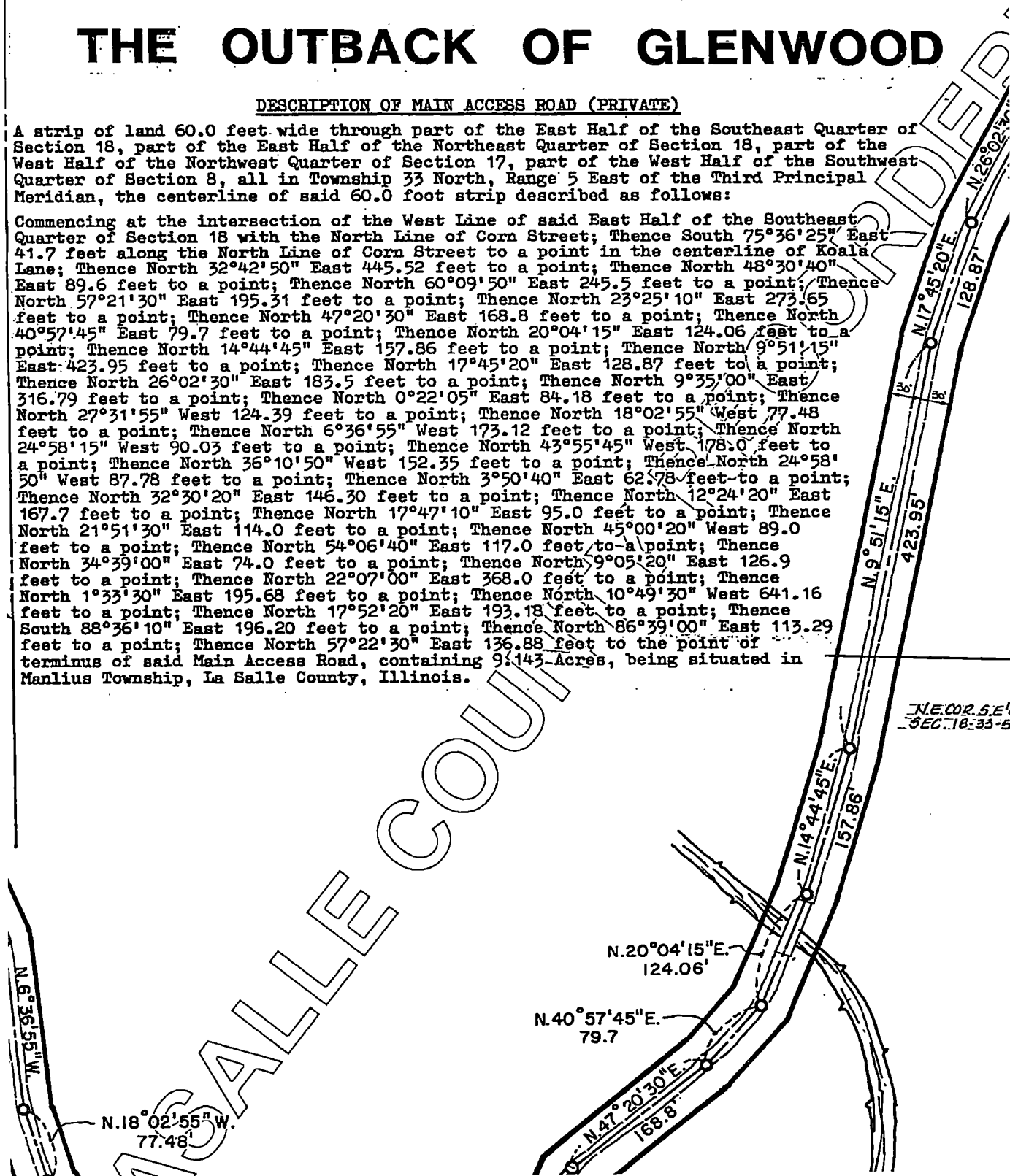
# THE OUTBACK OF GLENWOOD

### DESCRIPTION OF MAIN ACCESS ROAD (PRIVATE)

A strip of land 60.0 feet wide through part of the East Half of the Southeast Quarter of Section 18, part of the East Half of the Northeast Quarter of Section 18, part of the West Half of the Northwest Quarter of Section 17, part of the West Half of the Southwest Quarter of Section 8, all in Township 33 North, Range 5 East of the Third Principal Meridian, the centerline of said 60.0 foot strip described as follows:

Commencing at the intersection of the West Line of said East Half of the Southeast Quarter of Section 18 with the North Line of Corn Street; Thence South  $75^{\circ}36'25''$  East 41.7 feet along the North Line of Corn Street to a point in the centerline of Koala Lane; Thence North  $32^{\circ}42'50''$  East 445.52 feet to a point; Thence North  $48^{\circ}30'40''$  East 89.6 feet to a point; Thence North  $60^{\circ}09'50''$  East 245.5 feet to a point; Thence North  $57^{\circ}21'30''$  East 195.31 feet to a point; Thence North  $23^{\circ}25'10''$  East 273.65 feet to a point; Thence North  $47^{\circ}20'30''$  East 168.8 feet to a point; Thence North  $40^{\circ}57'45''$  East 79.7 feet to a point; Thence North  $20^{\circ}04'15''$  East 124.06 feet to a point; Thence North  $14^{\circ}44'45''$  East 157.86 feet to a point; Thence North  $9^{\circ}51'15''$  East 423.95 feet to a point; Thence North  $17^{\circ}45'20''$  East 128.87 feet to a point; Thence North  $26^{\circ}02'30''$  East 183.5 feet to a point; Thence North  $9^{\circ}35'00''$  East 316.79 feet to a point; Thence North  $0^{\circ}22'05''$  East 84.18 feet to a point; Thence North  $27^{\circ}31'55''$  West 124.39 feet to a point; Thence North  $18^{\circ}02'55''$  West 77.48 feet to a point; Thence North  $6^{\circ}36'55''$  West 173.12 feet to a point; Thence North  $24^{\circ}58'15''$  West 90.03 feet to a point; Thence North  $43^{\circ}55'45''$  West 178.0 feet to a point; Thence North  $36^{\circ}10'50''$  West 152.35 feet to a point; Thence North  $24^{\circ}58'50''$  West 87.78 feet to a point; Thence North  $3^{\circ}50'40''$  East 62.78 feet to a point; Thence North  $32^{\circ}30'20''$  East 146.30 feet to a point; Thence North  $12^{\circ}24'20''$  East 167.7 feet to a point; Thence North  $17^{\circ}47'10''$  East 95.0 feet to a point; Thence North  $21^{\circ}51'30''$  East 114.0 feet to a point; Thence North  $45^{\circ}00'20''$  West 89.0 feet to a point; Thence North  $54^{\circ}06'40''$  East 117.0 feet to a point; Thence North  $34^{\circ}39'00''$  East 74.0 feet to a point; Thence North  $9^{\circ}05'20''$  East 126.9 feet to a point; Thence North  $22^{\circ}07'00''$  East 368.0 feet to a point; Thence North  $1^{\circ}33'30''$  East 195.68 feet to a point; Thence North  $10^{\circ}49'30''$  West 641.16 feet to a point; Thence North  $17^{\circ}52'20''$  East 193.18 feet to a point; Thence South  $88^{\circ}36'10''$  East 196.20 feet to a point; Thence North  $86^{\circ}39'00''$  East 113.29 feet to a point; Thence North  $57^{\circ}22'30''$  East 136.88 feet to the point of terminus of said Main Access Road, containing 9.143 Acres, being situated in Manlius Township, La Salle County, Illinois.

MATCH  
LINE B-B



88-0552

DESCRIPTION OF PROPERTY SUBDIVIDED  
(SOUTH FORK)

Part of the East 1/2 of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian, described as follows.

Commencing at the Southeast corner of the Northeast 1/4 of Section 18; Thence North 89°50'54" West 769.95 feet along the South Line of said Northeast 1/4 Section to the True Point of Beginning; Thence North 3°00'25" East 68.67 Feet to a Point; Thence South 79°28'23" West 69.61 Feet to a Point; Thence North 66°15'23" West 60.6 Feet to a Point; Thence North 42°39'45" West 66.39 Feet to a Point; Thence North 79°43'59" West 55.42 Feet to a Point; Thence North 47°37'41" West 56.40 Feet to a Point; Thence North 41°31'09" West 54.82 Feet to a Point; Thence North 42°08'50" West 55.68 Feet to a Point; Thence North 44°23'12" West 75.31 Feet to a Point; Thence North 28°02'11" West 80.68 Feet to a Point; Thence North 68°00'07" West 79.02 Feet to a Point; Thence North 66°58'29" West 94.29 Feet to a Point; Thence North 32°40'24" West 316.55 Feet to a Point; Thence North 43°55'23" West 89.10 Feet to a Point; Thence South 77°26'07" West 91.74 Feet to a Point; Thence North 83°51'44" West 112.89 Feet to a Point; Thence North 59°14'53" West 143.51 Feet to a Point; Thence North 1°32'00" West 82.93 Feet to a Point; Thence South 88°28'00" West 125.0 Feet to a Point on the East Right-of-Way Line of Chicago Street, Thence North 1°32'00" West 498.41 feet along said East Right-of-Way Line of Chicago Street to a Point; Thence South 87°50'45" East 172.37 Feet to a Point; Thence North 89°38'03" East 100.25 Feet to a Point; Thence South 85°49'54" East 104.15 Feet to a Point; Thence South 41°19'38" East 68.22 Feet to a Point; Thence South 66°59'30" East 99.06 Feet to a Point; Thence South 62°37'14" East 68.91 Feet to a Point; Thence South 87°19'06" East 57.92 Feet to a Point; Thence South 69°38'10" East 149.46 Feet to a Point; Thence South 87°26'06" East 84.92 Feet to a Point; Thence South 62°19'29" East 74.09 Feet to a Point; Thence South 68°08'09" East 66.08 Feet to a Point; Thence South 47°12'40" East 39.41 Feet to a Point; Thence South 83°49'35" East 86.94 Feet to a Point; Thence South 62°35'23" East 34.56 Feet to a Point; Thence North 76°05'27" East 65.60 Feet to a Point; Thence North 72°35'40" East 68.83 Feet to a Point; Thence South 68°55'55" East 95.89 Feet to a Point; Thence South 80°52'20" East 78.86 Feet to a Point; Thence South 80°35'29" East 64.90 Feet to a Point; Thence South 87°31'49" East 46.18 Feet to a Point; Thence North 68°48'48" East 72.85 Feet to a Point; Thence South 83°20'21" East 25.26 Feet to a Point; Thence South 22°31'30" East 140.64 Feet to a Point; Thence North 39°18'35" East 214.47 Feet to a Point; Thence North 60°07'35" East 183.09 Feet to a Point on the Westerly Right-of-Way Line of Koala Lane; Thence South 6°36'55" East 65.30 Feet along said Westerly Right-of-Way Line of Koala Lane to a point; Thence South 60°07'35" West 146.26 Feet to a Point; Thence South 39°18'35" West 110.02 Feet to a Point; Thence South 50°10'26" West 35.38 Feet to a Point; Thence South 45°07'45" East 87.37 Feet to a Point; Thence South 40°35'21" East 71.72 Feet to a Point; Thence South 7°02'38" East 94.76 Feet to a Point; Thence South 40°25'08" West 121.71 Feet to a Point; Thence South 1°46'45" West 67.96 Feet to a Point; Thence South 60°25'56" West 78.63 Feet to a Point; Thence South 0°31'27" East 99.46 Feet to a Point; Thence South 32°14'46" West 55.03 Feet to a Point; Thence North 82°29'00" West 100.91 Feet to a Point; Thence South 33°20'09" West 49.35 Feet to a Point; Thence South 11°32'45" West 60.00 Feet to a Point; Thence South 13°34'54" West 80.70 Feet to a Point; Thence South 42°41'36" West 54.46 Feet to a Point; Thence South 13°59'25" East 151.46 Feet to a Point; Thence South 21°29'45" East 246.12 Feet to a Point; Thence North 82°40'25" West 215.52 Feet to a Point; Thence North 86°59'35" West 144.44 Feet to a Point; Thence North 3°00'25" East 99.85 Feet to the point of Beginning, containing 34.029 Acres, Being Situated in the City of Marseilles, Manlius Township, LaSalle County, Illinois.

24-18-210-000

24-18-211-000

24-18-340-000

24-18-437-000

24-18-438-000

24-18-402-000

24-18-413-000

TR

## R.V./ CAMPING

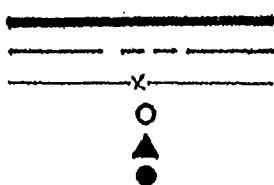
88-00-05053

DESCRIPTION OF PROPERTY SUBDIVIDED

Part of the East Half of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter Section 18; Thence North  $89^{\circ}50'54''$  West 769.95 Feet along the North Line of said Southeast Quarter Section to the True Point of Beginning; Thence South  $3^{\circ}00'25''$  West 99.85 Feet to a point; Thence South  $86^{\circ}59'35''$  East 144.44 Feet to a point; Thence South  $82^{\circ}40'25''$  East 215.52 Feet to a point; Thence South  $36^{\circ}30'35''$  East 206.21 Feet to a point on the Northwesternly line of Koala Lane; Thence South  $20^{\circ}04'15''$  West 50.27 Feet along the Northwesternly Right-of-Way Line of Koala Lane to a point; Thence South  $40^{\circ}57'45''$  West 18.52 Feet along said Northwesternly Right-of-Way Line of Koala Lane to a point; Thence North  $36^{\circ}30'35''$  West 260.88 Feet to a point; Thence North  $82^{\circ}40'25''$  East 155.44 Feet to a point; Thence North  $86^{\circ}59'35''$  West 154.56 Feet to a point; Thence South  $45^{\circ}06'29'50''$  West 6.14 Feet to a point; Thence South  $31^{\circ}09'50''$  East 201.99 Feet to a point; Thence South  $62^{\circ}29'50''$  West 73.0 Feet to a point; Thence South  $62^{\circ}36'45''$  West 94.29 Feet to a point; Thence South  $23^{\circ}55'13''$  West 121.44 Feet to a point; Thence South  $80^{\circ}00'29''$  West 75.71 Feet to a point; Thence North  $87^{\circ}29'04''$  West 225.0 Feet to a point; Thence North  $86^{\circ}51'20''$  West 108.5 Feet to a point; Thence North  $45^{\circ}13'12''$  West 62.58 Feet to a point; Thence North  $6^{\circ}49'05''$  East 127.52 Feet to a point; Thence North  $28^{\circ}47'48''$  West 63.86 Feet to a point; Thence North  $57^{\circ}52'26''$  West 7 Feet to a point; Thence South  $85^{\circ}26'17''$  West 75.12 Feet to a point; Thence North  $86^{\circ}25'54''$  East 166.50 Feet to a point; Thence North  $41^{\circ}15'20''$  West 115.31 Feet to a point; Thence North  $35^{\circ}34'27'20'43''$  West 56.26 Feet to a point; Thence North  $49^{\circ}46'57''$  West 24.04 Feet to a point; Thence North  $27^{\circ}20'43''$  West 92.95 Feet to a point; Thence North  $1^{\circ}32'00''$  West 61.01 Feet to a point; Thence South  $88^{\circ}28'00''$  West 190.0 Feet to a point on the East Right-of-Way Line of Chicago Street; Thence North  $1^{\circ}32'00''$  West 621.76 Feet along said East Right-of-Way Line of Chicago Street to a point; Thence North  $88^{\circ}28'00''$  East 125.0 Feet to a point; Thence North  $1^{\circ}32'00''$  West 152.05 Feet to a point; Thence South  $59^{\circ}14'53''$  East 143.51 Feet to a point; Thence South  $83^{\circ}51'44''$  East 11 Feet to a point; Thence North  $77^{\circ}26'07''$  East 91.74 Feet to a point; Thence South  $43^{\circ}55'23''$  East 89.10 Feet to a point; Thence South  $32^{\circ}40'24''$  East 316.55 Feet to a point; Thence South  $66^{\circ}58'28'02'11''$  East 80.68 Feet to a point; Thence South  $44^{\circ}23'12''$  East 75.31 Feet to a point; Thence South  $42^{\circ}08'50''$  East 55.68 Feet to a point; Thence South  $41^{\circ}31'09''$  East 54.82 Feet to a point; Thence South  $47^{\circ}37'41''$  East 56.40 Feet to a point; Thence South  $79^{\circ}43'59''$  East 55.42 Feet to a point; Thence South  $42^{\circ}39'45''$  East 66.39 Feet to a point; Thence South  $66^{\circ}15'23''$  East 60.6 Feet to a point; Thence North  $79^{\circ}28'23''$  East 69.61 Feet to a point; Thence South  $3^{\circ}00'25''$  West 6 Feet to a point of the beginning, containing 22.723 Acres, being situated in the City of Marseilles, Manlius Township, LaSalle County, Illinois.

24-18-210-000  
24-18-211-000  
24-18-340-000  
24-18-437-000

24-18-438-000  
24-18-462-000  
24-18-413-000

- LEGEND -

BOUNDARY OF PROPERTY SUBDIVIDED  
U.S. GOVERNMENT SUBDIVISION LINE  
FENCE LINE  
SET 3/4" DIA. IRON PIPE ~ 30" ± LONG  
RECOVERED STONE MONUMENT  
RECOVERED IRON PIPE

- NOTES:
- 1) ALL ROADS ARE PRIVATE
  - 2) ALL ANGLES AND DISTANCES ON CURVED LINES ARE TO CHORDS.
  - 3) 5' UTILITY EASEMENTS ADJACENT TO ALL SIDE & REAR LOT LINES.
  - 4) 10' UTILITY EASEMENT ADJACENT TO ALL LOT LINES ABUTTING STREETS.

01-053

240.15'

20' DRAINAGE  
RECREATIONAL  
EASEMENT

S. 41° 31' 00" E

NF

90-12101

**FINAL PLAT**  
**THE OUTBACK OF GLENWOOD**  
**NORTHFORK PHASE**

**DESCRIPTION OF PROPERTY SUBDIVIDED**

Part of the Northeast Quarter of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian described as follows: BEGINNING at the intersection of the East right-of-way line of Chicago Street and the South line of Ninth Street; Thence North  $89^{\circ}-58'-50''$  East 708.6 feet along the South line of Ninth Street to a point on the West line of the East half of the Northeast Quarter of said Section 18; Thence South  $82^{\circ}-58'-34''$  East 572.02 feet to a point; Thence South  $80^{\circ}-32'-53''$  East 200.93 feet to a point; Thence North  $64^{\circ}-28'-10''$  East 318.18 feet to a point; Thence South  $47^{\circ}-32'-56''$  East 134.40 feet to a point on the West line of Koala Lane; Thence South  $21^{\circ}-43'-55''$  West 25.15 feet along said West line to a point; Thence South  $17^{\circ}-57'-04''$  West 40.09 feet along said West line to a point; Thence North  $47^{\circ}-32'-58''$  West 111.73 feet to a point; Thence South  $38^{\circ}-41'-30''$  West 402.95 feet to a point; Thence North  $78^{\circ}-53'-34''$  West 182.15 feet to a point; Thence South  $59^{\circ}-57'-34''$  West 272.28 feet to a point; Thence South  $55^{\circ}-27'-45''$  West 265.22 feet to a point; Thence South  $78^{\circ}-18'-56''$  West 175.31 feet to a point; Thence South  $86^{\circ}-29'-11''$  West 215.54 feet to a point; Thence North  $87^{\circ}-54'-10''$  West 342.47 feet to a point; Thence South  $89^{\circ}-50'-45''$  West 156.90 feet to a point on the East right-of-way line of Chicago Street; Thence North  $1^{\circ}-33'-20''$  West 663.32 feet along the East right-of-way line of Chicago Street to the POINT OF BEGINNING containing 20.016 Acres more or less all situated in Manlius Township, LaSalle County, Illinois.

24-18-340-000

24-18-462-000

90-12336 DT

DESCRIPTION OF DEERTRAIL (PHASE I)

Parts of the Northwest Quarter of Section 17, and the Northeast Quarter Northeast Quarter of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 17; Thence South  $1^{\circ}-01'-10''$  East 175.21 feet along the East line of said Northwest Quarter to a point on the centerline of Corn Street; Thence South  $35^{\circ}-25'-30''$  West 170.63 feet along said centerline to a point; Thence South  $42^{\circ}-57'-30''$  West 847.82 feet along said centerline to a point; Thence South  $38^{\circ}-28'-20''$  West 241.42 feet along said centerline to a point; Thence South  $34^{\circ}-11'-40''$  West 80.89 feet along said centerline to a point; Thence North  $71^{\circ}-47'-20''$  West 251.20 feet to the POINT OF BEGINNING; Thence continue North  $71^{\circ}-47'-20''$  West 30.00 feet to a point; Thence South  $26^{\circ}-27'-30''$  West 240.00 feet to a point; Thence North  $89^{\circ}-29'-20''$  West 320.45 feet to a point; Thence North  $79^{\circ}-04'-14''$  West 267.65 feet to a point; Thence South  $82^{\circ}-45'-18''$  West 360.65 feet to a point; Thence South  $75^{\circ}-50'-32''$  West 146.68 feet to a point; Thence South  $73^{\circ}-52'-02''$  West 296.83 feet to a point on the East line of Koala Lane; Thence North  $6^{\circ}-37'-45''$  West 174.92 feet along said East line to a point; Thence North  $25^{\circ}-00'-42''$  West 75.64 feet along said East line to a point; Thence North  $74^{\circ}-40'-05''$  East 292.26 feet to a point; Thence North  $79^{\circ}-32'-03''$  East 56.69 feet to a point; Thence South  $73^{\circ}-55'-31''$  East 102.96 feet to a point; Thence North  $82^{\circ}-37'-10''$  East 326.08 feet to a point; Thence North  $85^{\circ}-37'-51''$  East 271.77 feet to a point; Thence North  $67^{\circ}-31'-20''$  East 214.96 feet to a point; Thence North  $74^{\circ}-15'-59''$  East 180.55 feet to a point; Thence North  $44^{\circ}-38'-17''$  East 165.73 feet to a point; Thence South  $23^{\circ}-47'-22''$  East 127.17 feet to a point; Thence South  $25^{\circ}-58'-18''$  East 26.84 feet to a point; Thence South  $29^{\circ}-35'-10''$  East 67.54 feet to a point; Thence South  $31^{\circ}-32'-18''$  West 115.06 feet to the Point of Beginning containing 9.017 Acres more or less all situated in Manlius Township, LaSalle County, Illinois.

DESCRIPTION OF DEERTRAIL (PHASE II)

Part of the Northwest Quarter of Section 17, Township 33 North, Range 5 East of the Third Principle Meridian described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 17; Thence South  $1^{\circ}-01'-10''$  East 175.21 feet along the East line of said Northwest Quarter to a point on the centerline of Corn Street; Thence South  $35^{\circ}-25'-30''$  West 170.63 feet along said centerline to a point; Thence South  $42^{\circ}-57'-30''$  West 847.82 feet along said centerline to a point; Thence South  $38^{\circ}-28'-20''$  West 122.31 feet along said centerline to the POINT OF BEGINNING; Thence continue South  $38^{\circ}-28'-20''$  West 119.11 feet along said centerline to a point; Thence South  $34^{\circ}-11'-40''$  West 80.89 feet along said centerline to a point; Thence North  $71^{\circ}-47'-20''$  West 251.20 feet to a point; Thence North  $31^{\circ}-32'-18''$  East 115.06 feet to a point; Thence North  $29^{\circ}-35'-10''$  West 67.54 feet to a point; Thence North  $25^{\circ}-58'-18''$  West 26.84 feet to a point; Thence North  $23^{\circ}-47'-22''$  West 127.17 feet to a point; Thence North  $86^{\circ}-39'-16''$  East 115.00 feet to a point; Thence South  $51^{\circ}-30'-19''$  East 357.23 feet to the Point of Beginning containing 1.876 Acres more or less, all situated in Manlius Township, LaSalle County, Illinois and subject to the rights of the public to that portion being used for a public roadway.

24-18-340-000  
24-18-462-000  
24-17-100-000  
24-17-101-000  
24-17-107-000  
24-17-112-000  
24-17-120-000

N.  
TH.  
OF



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BW

90-12337

DESCRIPTION OF BRIARWOOD (PHASE I)

Parts of the Northwest Quarter of Section 17, and the Northeast Quarter of Section 18, Township 33 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 17; Thence North  $1^{\circ}09'05''$  West 130.00 feet along the West line of said Northwest Quarter to the POINT OF BEGINNING; Thence continue North  $1^{\circ}09'05''$  West 230.81 feet along said West line to a point; Thence Westerly 78.72 feet along a nontangent curve concave to the North whose central angle is  $7^{\circ}02'49''$ , whose radius is 640.00 feet, and whose chord bears North  $81^{\circ}20'01''$  West to a point on the East line of Koala Lane; Thence North  $17^{\circ}41'18''$  East 60.31 feet along said East line to a point; Thence Easterly 202.92 feet along a nontangent curve concave to the North whose central angle is  $20^{\circ}02'45''$ , whose radius is 580.00 feet, and whose chord bears South  $88^{\circ}24'14''$  East to a point; Thence Northeasterly 119.26 feet along a curve concave to the Northwest whose central angle is  $47^{\circ}07'30''$ , whose radius is 145.00 feet, and whose chord bears North  $58^{\circ}00'39''$  East to a point; Thence North  $0^{\circ}00'55''$  West 156.16 feet to a point; Thence North  $2^{\circ}22'06''$  West 263.20 feet to a point; Thence North  $16^{\circ}48'51''$  East 133.86 feet to a point; Thence North  $64^{\circ}35'02''$  East 132.49 feet to a point; Thence North  $80^{\circ}04'21''$  East 64.78 feet to a point; Thence South  $57^{\circ}48'50''$  East 187.77 feet to a point; Thence South  $22^{\circ}17'42''$  East 119.89 feet to a point; Thence South  $67^{\circ}27'38''$  East 148.92 feet to a point; Thence South  $30^{\circ}19'50''$  West 208.88 feet to a point; Thence South  $89^{\circ}16'10''$  East 153.82 feet to a point; Thence South  $2^{\circ}46'00''$  West 132.93 feet to a point; Thence South  $64^{\circ}39'30''$  West 29.63 feet to a point; Thence South  $1^{\circ}00'49''$  West 150.00 feet to a point; Thence South  $56^{\circ}02'48''$  West 218.92 feet to a point; Thence South  $0^{\circ}00'00''$  East 121.86 feet to a point; Thence North  $88^{\circ}16'30''$  West 620.43 feet to the Point of Beginning containing 12.310 Acres more or less all situated in Manlius Township, LaSalle County, Illinois.

DESCRIPTION OF BRAIRWOOD (PHASE II)

Part of the Northwest Quarter of Section 17, Township 33 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 17; Thence North  $1^{\circ}09'05''$  West 360.81 feet along the West line of said Northwest Quarter to a point; Thence Westerly 78.72 feet along a nontangent curve concave to the North whose central angle is  $7^{\circ}02'49''$ , whose radius is 640.00 feet, and whose chord bears North  $81^{\circ}20'01''$  West to a point on the East line of Koala Lane; Thence North  $17^{\circ}41'18''$  East 60.31 feet along said East line to a point; Thence Easterly 202.92 feet along a nontangent curve concave to the North whose central angle is  $20^{\circ}02'45''$ , whose radius is 580.00 feet, and whose chord bears South  $88^{\circ}24'14''$  East to a point; Thence Northeasterly 119.26 feet along a curve concave to the Northwest whose central angle is  $47^{\circ}07'30''$ , whose radius is 145.00 feet, and whose chord bears North  $58^{\circ}00'39''$  East to a point; Thence North  $0^{\circ}00'55''$  West 156.16 feet to a point; Thence North  $2^{\circ}22'06''$  West 263.20 feet to a point; Thence North  $16^{\circ}48'51''$  East 133.86 feet to a point; Thence North  $64^{\circ}35'02''$  East 132.49 feet to a point; Thence North  $80^{\circ}04'21''$  East 64.78 feet to a point; Thence South  $57^{\circ}48'50''$  East 187.77 feet to a point; Thence South  $22^{\circ}17'42''$  East 119.89 feet to a point; Thence South  $67^{\circ}27'38''$  East 148.92 feet to a point; Thence South  $30^{\circ}19'50''$  West 208.88 feet to a point; Thence South  $89^{\circ}16'10''$  East 153.82 feet to the POINT OF BEGINNING; Thence continue South  $89^{\circ}16'10''$  East 442.42 feet to a point on the centerline of Corn Street, Thence South  $35^{\circ}43'00''$  West 304.10 feet along said centerline to a point; Thence North  $66^{\circ}10'40''$  West 296.54 feet to a point; Thence North  $2^{\circ}46'00''$  East 132.93 feet to the POINT OF BEGINNING containing 1.688 Acres more or less, all situated in Manlius Township, La Salle County, Illinois and subject to the rights of the public to that portion being used for a public roadway.

24-18-340-000  
 24-18-462-000  
 24-17-100-600  
 24-17-101-000  
 24-17-107-000  
 24-17-112-000  
 24-17-120-000

95-02819

OB P-2 &amp; P-3

24-07-400-000  
 24-07-402-000  
 24-07-403-000  
 24-07-411-000  
 24-08-308-000

95 MAR 29 PM 2:42

R95-0281

# FINAL PLAT OF THE OUTBACK OF GLENWOOD PHASES II & III

## DESCRIPTION OF PROPERTY SUBDIVIDED

### Phase II & III

The East Half of Lot 16, part of Lots 14 & 29, part of the North Half of Lot 15, and part of the East Half of Lot 17 of the Assessor's Subdivision of Section 7, Township 33 North, Range 5 East of the Third Principal Meridian, also part of Lot 7 of the Assessor's Subdivision of the West Half of Section 8, Township 33 North, Range 5 East of the Third Principal Meridian all described as follows: BEGINNING at the northeast corner of the Southeast Quarter of said Section 7; thence North 89°49'03" West 1990.68 feet along the north line of said Southeast Quarter to the west line of the East Half of Lot 16 in said Section 7; thence South 1°25'14" East 323.58 feet along the west line of said Southeast Quarter to the west line of the East Half of Lot 16 in said Section 7; thence South 89°34'55" East 888.46 feet; thence South 51°57'59" East 566.79 feet to the southeast corner of the North Half of Lot 15 in said Section 7; thence South 1°08'19" East 767.94 feet along the west line of Lots 14 & 29 in said Section 7; thence South 89°29'40" East 575.66 feet; thence North 1°08'19" East 673.69 feet; thence South 86°49'17" East 595.95 feet to the west line of the Outback of Glenwood Phase I, according to the plat thereof recorded as Document #87-09759 in the LaSalle County Recorder's Office; thence North 2°58'00" West 5.00 feet along said west line; thence North 12°21'00" East 83.12 feet along said west line; thence North 10°53'00" East 163.33 feet along said west line; thence South 72°27'50" East 28.00 feet along said west line; thence North 88°34'20" East 67.00 feet along the north line of said Outback of Glenwood Phase I; thence South 62°08'50" East 61.92 feet along said north line; thence South 72°49'00" East 55.75 feet along said north line; thence North 67°18'10" East 63.05 feet along said north line; thence North 81°10'40" East 82.68 feet along said north line; thence South 76°34'10" East 94.63 feet along said north line; thence South 74°58'30" East 348.22 feet along said north line to the east line of Lot 7 in the West Half of said Section 8; thence North 1°15'14" West 600.67 feet along said east line to the north line of the Southwest Quarter of said Section 8; thence North 89°58'50" West 1329.95 feet along said north line to the POINT OF BEGINNING, containing 51.308 acres, more or less, situated in the City of Marseilles, LaSalle County, Illinois.

N.W. CORNER  
SEC. 17-33-5

# MAIN ACCESS ROAD

( PRIVATE )

## PHASE 1

# THE OUTBACK OF GLENWOOD

### DESCRIPTION OF MAIN ACCESS ROAD (PRIVATE)

A strip of land 60.0 feet wide through part of the East Half of the Southeast Quarter of Section 18, part of the East Half of the Northeast Quarter of Section 18, part of the West Half of the Northwest Quarter of Section 17, part of the West Half of the Southeast Quarter of Section 8, all in Township 33 North, Range 5 East of the Third Principal Meridian, the centerline of said 60.0 foot strip described as follows:

Commencing at the intersection of the West Line of said East Half of the Southeast Quarter of Section 18 with the North Line of Corn Street; Thence South  $75^{\circ}36'25''$  41.7 feet along the North Line of Corn Street to a point in the centerline of Koa Lane; Thence North  $32^{\circ}42'50''$  East 445.52 feet to a point; Thence North  $48^{\circ}30'40''$  East 89.6 feet to a point; Thence North  $60^{\circ}09'50''$  East 245.5 feet to a point; Thence North  $57^{\circ}21'30''$  East 195.31 feet to a point; Thence North  $23^{\circ}25'10''$  East 273.65 feet to a point; Thence North  $47^{\circ}20'30''$  East 168.8 feet to a point; Thence North  $40^{\circ}57'45''$  East 79.7 feet to a point; Thence North  $20^{\circ}04'15''$  East 124.06 feet to a point; Thence North  $14^{\circ}44'45''$  East 157.86 feet to a point; Thence North  $9^{\circ}51'15''$  East 423.95 feet to a point; Thence North  $17^{\circ}45'20''$  East 128.87 feet to a point; Thence North  $26^{\circ}02'30''$  East 183.5 feet to a point; Thence North  $9^{\circ}35'00''$  East 316.79 feet to a point; Thence North  $0^{\circ}22'05''$  East 84.18 feet to a point; Thence North  $27^{\circ}31'55''$  West 124.39 feet to a point; Thence North  $18^{\circ}02'55''$  West 77.48 feet to a point; Thence North  $6^{\circ}36'55''$  West 173.12 feet to a point; Thence North  $24^{\circ}58'15''$  West 90.03 feet to a point; Thence North  $43^{\circ}55'45''$  West 178.0 feet to a point; Thence North  $36^{\circ}10'50''$  West 152.35 feet to a point; Thence North  $24^{\circ}58'50''$  West 87.78 feet to a point; Thence North  $3^{\circ}50'40''$  East 62.78 feet to a point; Thence North  $32^{\circ}30'20''$  East 146.30 feet to a point; Thence North  $12^{\circ}24'20''$  East 167.7 feet to a point; Thence North  $17^{\circ}47'10''$  East 95.0 feet to a point; Thence North  $21^{\circ}51'30''$  East 114.0 feet to a point; Thence North  $45^{\circ}00'20''$  West 89.0 feet to a point; Thence North  $54^{\circ}06'40''$  East 117.0 feet to a point; Thence North  $34^{\circ}39'00''$  East 74.0 feet to a point; Thence North  $9^{\circ}05'20''$  East 126.9 feet to a point; Thence North  $22^{\circ}07'00''$  East 368.0 feet to a point; Thence North  $1^{\circ}33'30''$  East 195.68 feet to a point; Thence North  $10^{\circ}49'30''$  West 641.16 feet to a point; Thence North  $17^{\circ}52'20''$  East 193.18 feet to a point; Thence South  $88^{\circ}36'10''$  East 196.20 feet to a point; Thence North  $86^{\circ}39'00''$  East 113.29 feet to a point; Thence North  $57^{\circ}22'30''$  East 136.88 feet to the point of terminus of said Main Access Road, containing 9.143 Acres, being situated in Manlius Township, La Salle County, Illinois.

## EXHIBIT "B"

### AMENDED AND RESTATED BY-LAWS OF GLENWOOD RESORT OWNERS' ASSOCIATION

#### ARTICLE I DEFINITIONS

- 1.1 To the fullest extent possible, all terms in these Amended and Restated By-Laws should be read in a manner consistent with any definition of that term contained in the Declaration. These By-Laws attempt to capitalize all such defined terms, but the failure to capitalize any such term is not intended to allow a use of that term different from its definition in the Declaration, unless the context otherwise requires.

#### ARTICLE II ASSOCIATION DUTIES

- 2.1 It shall be the duty of the Association to provide for the maintenance, repair and replacement of the Common Areas and such other areas of the Property as shall now or hereafter be the obligation of the Association to maintain, repair and/or replace.
- 2.2 The Board shall provide for the payment for all expenses, charges, and costs of such maintenance, repairs and/or replacements, and any other expenses, charges, or costs which the Association may incur or expend pursuant to the Community Instruments. All such expenses, charges, and costs shall be approved prepared and signed by the Treasurer.

#### ARTICLE III ASSOCIATION MEMBERSHIP

- 3.1 Classes of Members
  - (a) There shall be two classes of members: Members and Association Members.
  - (b) Membership in a class shall be subject to the privileges and limitations of these By-Laws.
- 3.2 Members
  - (a) Each Lot Owner shall, by reason of Lot Ownership, be a member of the Association and shall be subject to the obligation to pay the Association's assessments, as set by the Board, and to be a Member in good standing.
  - (b) There shall be one vote and one voting member for each Lot regardless of the number of persons who may have a Lot Ownership interest in such Lot, or the manner in which they hold title. At the request of the Association, the voting member shall be designated (in writing) prior to the exercise of any vote.

### 3.3 Associate Members

- (a) If not otherwise a Member, each of the following shall be entitled to be an Associate Member in the Association.
  - (1) The spouse, and each child 24 years of age or younger, of a Member who has the same principal residence as a Member, and provided that the Board may take into consideration hardship cases and may grant special approval in special cases.
  - (2) Any person who, by virtue of a contractual agreement with the Developer, is entitled to membership in the Association.
- (b) No Associate Member shall have the right to vote on Association business or right to notice of any regular or special meeting of Members. The privileges and duties of an Associate Member shall be established from time to time by the Board by resolution. The privileges and duties of an Associate Member need not be the same as those Member.

### 3.4 Privileges of Members

Each Member shall have the right to use of the Common Areas, and each Associate Member shall have a license to use the Common Areas, both subject to the provisions of the Declaration, these By-Laws, and to the Rules of the Association.

### 3.5 Suspension of Privileges of Membership

- (a) The Board may suspend the voting privileges of any Member and the right of any Member in the license of any Associate Member to use the Common Area for:
  - (1) Any period during which any Association assessment or other charge on such Member's Lot remains unpaid after the due date; or
  - (2) The period of any continuing violation by such Member or Associate Member of the provisions of any of the Community Instruments after the existence of such violation shall have been declared by the Board; or
  - (3) A period to be determined by the Board, for repeated violations of Community Instruments.
- (b) Pursuant to the Order of Court entered October 13, 2004 in the case of Stanley v. Turek, case no. 03-MR-178 in the Circuit Court of the Thirteenth Judicial Circuit, LaSalle County, Illinois, the Board shall cause to be posted quarterly, at a prominent location within the Property, separate lists of voting members in good standing and the Owners of Lots according to the records of the Association. Said written notice shall be prominently posted either at the door of the office located

in the "hi-tech" house of the Association or upon the bulletin board located adjacent to the parking lot of said office.

### 3.6 Responsibilities of Members

- (a) Each Member, by acceptance of a deed or contract purchaser's interest in any Lot, shall be subject to all the provisions of the Community Instruments. Each Member is responsible for the actions of that Member's Associate Members, invitees, and tenants.

## ARTICLE IV TRANSFER

### 4.1 Transfer

When a Member ceases to be an Lot Owner, such person's Membership and those Associate Memberships existing through relationships to such person shall cease (other than tenancies under continuing leases), but such person shall remain liable for all Association charges incurred prior to the giving of written notice to the Association that such person is no longer an Lot Owner.

## ARTICLE V MEETINGS OF MEMBERS

### 5.1. Place of Meetings

Any meeting of the Members of the Association shall be held in the State of Illinois at such place therein as may be stated in the notice of such meeting.

### 5.2 The Annual Meeting of the Members

- (a) The annual meeting of the Members of the Association shall be held on the last Sunday of August in each year.
- (b) The election of Board members shall be held at the annual meeting of Members of the Association in even numbered years.

### 5.3 Special Meeting of Members

- (a) Special meetings of the Membership may be called by the President, the Board, or by written petition of 20% of the Membership.
- (b) Notice of the special meeting shall set forth the purpose of such meeting.

### 5.4 Notice of Meeting of the Members of the Association

- (a) Written notice of the place, date and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given not less than ten (10) and not more than thirty (30) days before the date of the meeting, by a PDM. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the records of the Association, with postage prepaid. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

## 5.5 Quorum

20% of the Membership shall constitute a quorum at any meeting of the Members of the Association.

## ARTICLE VI BOARD OF DIRECTORS

## 6.1 Powers

- (a) The Board shall:
  - (1) Manage and control the affairs of the Association.
  - (2) Designate a banking institution, institutions, or an accounting firm as depository for the Association's funds; and the officer or officers authorized to make withdrawals there from and to execute obligations on behalf of the Association. (All bank accounts must bear the name of Glenwood Resort Owners' Association d/b/a GROA/Members of the Glenwood Resort Owners' Association. All deposits into banking institutions must be in the name of Glenwood Resort Owners Association d/b/a GROA/Members of Glenwood Resort Owners' Association. All banking institutions must be located in the immediate area of the GROA office. The Board will authorize the officers who make withdrawals from and to execute obligations on behalf of the Association.)
  - (3) Perform other acts the authority for which has been granted herein or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interest of the Association requires borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. The Board may, if it determines that the same shall be reasonably necessary, assign, pledge, mortgage, or encumber any Association property as security for such borrowing and it may pledge or assign future revenues of the Association as security therefor.
  - (4) Adopt such rules and regulations relating to the operation and use of Association property, as well as sanctions for noncompliance with the

Community Instruments, as it may deem reasonably necessary for the best interest of the Association and its members.

- (5) Cause the Association to employ sufficient personnel to adequately perform the responsibilities of the Association.
- (6) Select the officers of the Association from among the members of the Board. It may establish committees of the Association in compliance with Section 108.40 of the NFP Act, and establish commissions pursuant to Section 108.40(d) of the NFP Act. It may assign to such committees such responsibilities and duties not inconsistent with provisions of these By-Laws or with law as it may deem appropriate.
- (7) In order to facilitate the business of the Association and to further the interests of the Members of the Association, the Board may enter into agreements with the Developer relating to the orderly transfer of Common Areas and other real estate from the Developer to the Association. Such agreements may contain provisions as the Board may in its judgment decide are appropriate and in best interests of the Association and its Members. However, the existence of such agreements and provisions and terms thereof shall be made known to the general Membership in such manner as may be deemed appropriate by the Board, but in no event, later than the next annual meeting of the Members following the creation of such contract or agreement.
- (8) Prior to the annual meeting of the Members of the Association in each year, adopt a budget for the purpose of determining the annual assessment for each Lot for the following year. The Board shall, taking into consideration other sources of income that the Association may have, (if any), levy the annual assessment for each Lot for the following year. Upon the adoption and approval of the budget by the Board, the Board shall be bound by the same. The Board may, by resolution, fix the time for payment of annual assessments, which may be on monthly, quarterly, semiannual, or annual basis. In the event that the Board does not timely adopt a year's budget, the previous year's budget will stay in effect, unless the new budget is adopted.
  - (i) Each Member shall receive through a PDM, at least 30 days but not more than 60 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures, or repairs, or payment of real estate taxes.
  - (ii) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by



Members with 20% of the votes of the Association delivered to the Board within 14 days after the Board's action, shall call a meeting of the Members within 30 days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

- (iii) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or to the provisions of subsection 7(ii), above. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Common Areas or any of the common facilities of the Association. "Emergency" also includes a danger to the life, health, or safety of the Membership.
  - (iv) Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.
  - (v) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections 7(iii) and (iv), above, the entire amount of the multi-year assessment shall be 1 year considered and authorize in the first fiscal year in which the assessment is approved.
  - (vi) If the total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variation to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.
- (9) Have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction there with, subject to the requirements of the Tenant Utility Payment Disclosure Act.
  - (10) The Association shall use generally accepted accounting principles in fulfilling any accounting obligations under the Act or this Declaration.
  - (11) Provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members and itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures, repairs, or payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves, or (ii)

provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

- (12) Obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association.

## 6.2 Number of Directors

The number of Directors shall be three (3).

## 6.3 Term

- (a) A director's term of office is 4 years (and until the director's successor has qualified), commencing on October 1 of a given year. However, an election of directors is required by law to take place at least every 24 months. Therefore, at the annual Members meeting of 2020, all three director seats will be up for election. The two candidates with the most votes shall be deemed elected for a 4-year term. The candidate with the 3<sup>rd</sup> highest vote count will serve for a 2-year term. Thereafter, commencing in 2022, the terms of office shall be staggered, with one director elected in 2022 and every four years thereafter. Two directors will be elected in 2024 and every four years thereafter. Directors may succeed themselves in office.

## 6.4(\*) Qualifications of Directors

Directors shall be at least twenty-one (21) years of age. A director elected or appointed must be a Member in good standing of the Association. Where there is more than one Lot Owner of a Lot and there is only one Member vote associated with that Lot, if only one of the multiple Lot Owners is present at a meeting of the Membership, he or she is entitled to cast the Member vote associated with that Lot. Only one Member of the same family shall be eligible to serve on the Board at one time. Only the voting member is eligible to be elected or appointed to the position of director.

- (\*) Article VI - Section 6.4 - Qualifications of Director  
This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

## 6.5 Election of Directors

- (\*) (a) On or after June 1st but no later than the third Sunday in June of the election year, any member in good standing that is interested and is qualified to run as a candidate for the position of director of the Glenwood Resort Owners Association must pick up their statement of candidacy form and nominating petitions from the

secretary at the Association office between the hours of 10 a.m. and 2 p.m.. Only the secretary will be able to give out the statement of candidacy and nominating petitions. All petitions along with the statement of candidacy and a brief biographical statement of the candidate must be turned in with no less than fifty (50) signatures of members in good standing to the secretary by the second Saturday in August of the election year between the hours of 10 a.m. and 2 p.m. at the Association office.

(\*) Article VI - Section 6.5(a) - Election of Directors

This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

- (\*) (b) By the second Saturday in August of each election year any member in good standing must file with the Secretary of the Association, between the hours of 10 a.m. and 2 p.m. at the Association office, a statement of his or her candidacy for election as a director of the Association for the term beginning October 1 of the election year, together with the endorsement of his or her candidacy and a brief biographical statement of each candidate. In the event that there are only three (3) qualified candidates, the formal election process need not take place and the three (3) qualified candidates will be empowered as directors for the full term. In the event that there are only three candidates running for election at the 2020 annual meeting of Members, the candidates shall draw cards from a poker deck (ace being high). The candidates drawing the two highest cards shall serve a 4-year term until 2024. The third candidate shall serve until 2022.

(\*) Article VI - Section 6.5(b) - Election of Directors

This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

- (c) All elections to the Board shall be made on written ballot which shall:

- (1) Describe the vacancy to be filled.
- (2) Set forth the names of those people who have become candidates for the office of director in the order in which they filed their statements and endorsements of candidacy with the Secretary of the Association. Such ballots shall be prepared and mailed by the Secretary to each person entitled to vote simultaneously with the mailing of the notice of the Annual Meeting of the Members of the Association. The notice shall also contain a copy of the brief biographical statement filed by each candidate as per section 6.5(b), above).

(\*\*) (d) Each Member entitled to vote should receive one (1) ballot for each Lot for which he is the voting member. Each voting member must have a signature form on file at the Association office no later than thirty (30) days before election.

(\*\*) Article VI - Section 6.5(d) - Election of Directors

This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

(e) The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one (1) ballot and each voting member in good standing shall be advised that because of the verification procedures hereinafter set forth, the inclusion of more than one (1) ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bare on its face the name and signature of the (voting) member (in good standing), his Lot number and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in Ballot of Ballots contained therein. The Ballots shall be returned (and must be postmarked) to the Secretary of the Association at such address as the Board may from time to time determine, no later than seven (7) days prior to the election date.

(f) Upon receipt of each return, the Secretary shall immediately place It In a safe or other locked place until the day fixed by the Board for the counting of such Ballots. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee consisting of the Secretary, the then existing Board, and a representative of each candidate for the office of Director.

The Election Committee shall then adopt procedure that shall establish:

- (1) That the signature of the Member on the outside envelope is genuine.
- (2) That such Member is a Member in good standing. Such procedure shall be taken in such manner that the vote of any member shall not be disclosed to anyone, including the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one (1) Ballot, all Ballots contained in such envelope shall be disqualified. The Election Committee shall certify the results of the count at the Annual Meeting and the terms of the Directors so elected.

(g) All outside envelopes, Ballots and statement of candidacy shall be retained by the Association for a period of not less than one (1) year.

## 6.6 Proxies

Proxies may be used consistent with the requirements of Section 1-25(h-5)(1) of the Act; provided however, that if a rule complying with Section 1-25(i) is adopted by the Association, use of proxies may be prohibited in connection with voting for the election of directors.

## 6.7 Meetings of the Board of Directors

- (a) The Board shall meet at least 4 times annually. Special meetings of the Board may be called by the President, by 25% of the members of the Board. Board meetings shall be held at such place as the call or notice of the meeting shall designate.
- (b) Notice of a Board meeting (whether regular or special) shall be given to all Members at least 48 hours prior to the meeting by sending notice by using a PDM or by posting copies of a notice of meeting in the entranceways or other conspicuous places in the Common Areas at least 48 hours prior to the meeting except where there is no common entranceway for seven or more Lots, the Board may designate one or more locations in the proximity of these Lots where the notice of meeting shall be posted. Notwithstanding the above, the Board shall give members notice of any Board meeting, through a PDM, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment, not less than 10 and not more than 30 days prior to the Board meeting.
- (c) All Members requesting to be heard must be in good standing. Members being those who are named on the title of Lot Ownership. Members in good standing being those who have paid to date all Association assessments, late fees fines, and other charges. A list of all members who are not in good standing will be posted in the Association's office. Family members and/or friends who are not Lot Owners will not be allowed to attend any Board meeting. One Associate Member per Lot can attend any Board meeting. A Board meeting will proceed uninterrupted. The Board shall reserve a portion of the meeting of the Board for comments by Members; provided, however the duration and meeting order for the Member comment period is within the sole discretion of the Board. Members who do not conduct themselves in an orderly manner will be warned once. If the unruly conduct continues those Members may be subject, after notice and an opportunity to be heard, to a fine.
- (\*) Article VI - Section 6.7 - Meetings of the Board of Directors  
This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.
- (d) Meetings of the Board shall be open to any Lot Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting:

(i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third-party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss vacancies violations of rules and regulations of the Association, (v) to discuss a Member's or Lot Owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

#### 6.8. Action without Meeting

No action of the Board may take place without proper notice.

#### 6.9 Quorum

A majority of the directors shall constitute a quorum to transact business of the Board and, unless otherwise required by the Community Instruments, the act of the majority of the directors present at any meeting shall be deemed to be the act of the Board. No director may act by proxy on any matter.

#### 6.10 Vacancies

- (a) If there is a vacancy on the Board the remaining members of the Board may fill the vacancy by a two-thirds vote of the remaining Board members until the next annual meeting of the Membership or until Members holding 20% of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Members holding 20% of the votes of the Association requesting such a meeting.
- (b) If the remaining two directors cannot agree to appoint a new member of the Board, the following procedure will be followed. This procedure cannot be followed if there is only one remaining director, as one director does not constitute a quorum. The remaining Board will call for a Special Meeting of the Members in good standing. A date will be set for the Special Meeting. Notice will be sent to all Members in good standing and advise the members that a Special Meeting will be needed since the two remaining directors are "deadlocked". The members will be asked to elect a Member to fill the director position. Members will be asked to send in resumes to the Board. All resumes must be postmarked no later than ten (10) days before the Special Meeting. Each Member will be given an appointment for director sheet listing all tile qualified members names. One sheet for each Lot owned. The qualified candidates will each have fifteen (15) minutes to talk to the Members. The Members will then vote. Only one Member's name can be selected for each director position that needs to be filled. Once the Members have marked

all the appointment for Director sheets, the forms will be collected and counted by the remaining director(s). When the Board acknowledges the final count and the Member accepts the appointed Directors position, the position will be filled. The director so elected shall only serve until the next annual meeting.

#### 6.11 Removal

Two-thirds of the Members may remove a Board member as a director at a duly called special meeting of the Members of the Association.

### ARTICLE VII OFFICERS OF THE ASSOCIATION

- 7.1 The Officers of the Association shall be the President, one or more Vice-President, the Secretary, the Treasurer and such other Officers and Assistant Officers, as the Board may from time to time appoint. The President, Secretary and Treasurer must be members of the Board. The majority of the Board shall appoint all Officers. Officers shall serve at the will of the Board. Any two (2) or more offices may be held by the same person, except the President cannot hold the Secretary's position.

{\*} Article VII - Section 7.1 - The Officers

This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

#### 7.2 President

The President shall be the general managerial officer of the Association, except as otherwise determined by the Board and he shall be vested with the powers and duties generally incident to the office of President of a not-for-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws.

#### 7.3 Vice-President

In the absence of the President, or in the event of his inability or refusal to act, the Vice-President is empowered to act and shall there upon be vested with the powers and duties of the President. In the event that there is more than once Vice-President, the Board shall establish the order in which they serve.

#### 7.4 Secretary

The Secretary of the Association shall keep the minutes of the business and other matters transacted at the meetings of the members and the Board. The Secretary shall mail, or cause to be mailed, all notices required under the By-Laws. The Secretary shall have custody of records and maintain a list of the Members and their addresses and perform all other duties incident to the office of Secretary.

## 7.5 Treasurer

The Treasurer and or an Accounting Firm designated by the Board, shall have custody of the funds of the Association, collect monies due, pay the obligations of the Association out of its fund and perform such other duties as incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may determine.

## 7.6 Removal of Officers

Any officers may be removed when, in the judgment of the Board, the best interests of the Association will be served by such removal.

# ARTICLE VIII DUTIES OF MEMBERS

## 8.1 Payment of Assessments.

(a) The charges for assessments levied by the Association on each Lot shall be paid to it on or before the date or dates fixed by resolution of the Board. If not so paid, the amount of such assessments, plus fines and all other charges thereon, including interest at the maximum limit provided by law per annum or such lesser rate as the Board may specify by rule from date of delinquency, and costs of collection, including attorneys' fees, if any, shall constitute and become a lien on the Lot as assessed when the Board causes to be recorded in the Office of the LaSalle County Recorder, a notice of assessment lien which shall state the amount of such assessment and such other charges and a description of the Lot which has been assessed. The Secretary of the Association on behalf of the Association shall sign such notice of lien. 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 satisfaction and the release of said lien.

## 8.2 Priority of Lien

Conveyance of any Lot 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.

## 8.3 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 bidder at the foreclosure sale. The Association may also pursue any other remedy against any Lot Owner (Member) owing money to it, which is available to it by law or equity for collection of debt, including use of the Eviction Law (735 ILCS 5/9-101 et seq.) The Lot Owner (Member) will be responsible to reimburse the Association for all legal fees and costs incurred by the Association in attempting to enforce the lien or other remedies.



(\*) Article VIII - Section 3 - Enforcement

This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

8.4 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.

8.5 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 Lot Owner or to any persons claiming under them unless or until all assessments and charges to which the Lot Owner (or the Lot) is subject, have been paid.

8.6 Fines

- (a) It shall be the duty of each Member and Associate Member of the Association to comply with the Community Instruments. In the event that a Member or Associate Member, or other occupant, shall be charged with violation of any one or more of the Community Instruments, he or she shall, upon notice and an opportunity to be heard, be instructed to appear before a hearing committee established by the Board to be convened to hear his or her case. The hearing committee may, after the hearing, and in open session, vote on the alleged violation or refer it to the Board for a vote. If a Member or Associate Member is found to have violated one or more of the Community Instruments, he or she shall be subject to a fine of \$25.00 to \$150.00. The decision of the hearing committee may NOT be appealed, but may be referred by the hearing committee to the Board. The decision of the Board is final.
- (b) In the event a Member or Associate Member does not appear before the hearing committee or board, after notice to appear, he or she shall be subject to suspension of Membership privileges.
- (c) If a Member or Associate Member is found violated the same provision of the Community Instruments third time in a twelve (12) month period, Membership privileges shall be suspended.
- (d) Membership privileges shall not be suspended for a period to exceed four (4) months unless acted on by the Board of Directors.

ARTICLE IX  
BOOKS AND RECORDS

- 9.1 Books and Records of the Association may be inspected by any Member, or that Member's Agent or attorney, as limited by and provided in Section 1-30(i) of the Act, as amended.

ARTICLE X  
CONTROVERSIES AND CLAIMS SUBJECT TO ARBITRATION

- (\*) Any action, claim or suit by an Lot Owner against the Association or its Board Members arising out of or related to the Community Instruments, or breach thereof, breach of fiduciary duty, or any other matter, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators or arbitrators may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the Association and with the Chicago Illinois Office of the American Arbitration Association. A demand for arbitration shall be made within reasonable time after the claim has arisen, but in no event after the date when institution of legal or equitable proceedings on such claim would be barred by the applicable statute of limitations. Lot Owner (Member) shall pay all costs and legal fees of the Association and/or its Board and Officers shall be paid by the Lot Owner (Member) in the event that the Association and/or its Board and Officers obtain a finding or verdict of no liability or dismissal of the action by the Lot Owner (Member) on any issue raised against the Association and/or its Board or Officers.
- (\*) Article X - Controversies and Claims Subject to Arbitration  
This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

ARTICLE X  
TECHNOLOGY

- 10.1 Any notice required to be sent or received, or signature, vote, consent, or approval required to be obtained under any Community Instrument or any provision of the Act may be accomplished using Acceptable Technological Means.
- 10.2 Voting on, consent to, and approval of any matter under any Community Instrument or any provision of the Act may be accomplished by any Acceptable Technological Means; provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.
- 10.3 If any person does not provide written authorization to conduct Association business using Acceptable Technological Means, the Association shall, at its expense, conduct Association business with the person without the use of Acceptable Technological Means.

ARTICLE XI  
AMENDMENTS

- (\*) These Amended and Restated By-Laws may be amended by a majority of the Board, except for those provisions which state that the provision can only be amended by the affirmative vote of two thirds (2/3) of the voting members in good standing. Notwithstanding the above, these Amended and Restated By-Laws may be amended as provided by law.
- (\*) Article XI - Amendments  
This amendment to the By-Laws of the Glenwood Resort Owners' Association can only be amended, changed, or altered by the affirmative vote of two-thirds (2/3) of the Glenwood Resort Owners' Association (GROA) voting members in good standing.

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EXHIBIT "C"

Affidavit

The undersigned person, being first duly sworn on oath, deposes and states as follows:

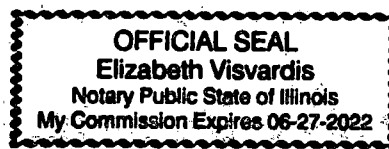
1. The undersigned is the duly elected, and now acting, Secretary of Glenwood Resort Owners' Association, an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing COMBINED SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS AND AMENDED AND RESTATED BY-LAWS OF GLENWOOD RESORT OWNERS' ASSOCIATION was duly approved by the affirmative vote of 3 out of 3 of the members of the Board of Directors of the Association at a duly called and properly noticed open meeting of said Board held on July 11, 2020.
4. A true, correct, and complete copy of the Board resolutions so adopting the above and foregoing document on that date is attached hereto and incorporated herein by this reference.

Date: July 14, 2020

Attest & Subst

Subscribed and sworn to before me  
this 14 day of July, 2020

[Signature]  
Notary Public



**RESOLUTIONS OF THE BOARD OF DIRECTORS OF  
GLENWOOD RESORT OWNERS' ASSOCIATION**

Recitals:

- A. A certain Declaration of Covenants and Restrictions, dated August 10, 1987, was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R87-09760 (the "1987 Declaration"). Said 1987 Declaration submitted certain real property in LaSalle County, Illinois to its terms; and
- B. The 1987 Declaration was amended and supplemented by a certain Supplemental Declaration attached to the 1987 Declaration, and by the following additional Supplemental Declarations:
  - 1. Supplemental Declaration dated May 24, 1988, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R88-5054; and
  - 2. Supplemental Declaration dated September 24, 1990, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R90-12337; and
  - 3. Supplemental Declaration dated February 10, 1995, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R95-02819 (together, the "Supplemental Declarations"); and
- C. The Supplemental Declarations together submitted certain additional real property to the terms of the 1987 Declaration; and
- D. The 1987 Declaration was also amended from time to time. The 1987 Declaration, as so amended and supplemented is referred to hereafter as the "Original Declaration"; and
- E. The Original Declaration, as amended, was amended, and restated by a certain Amended and Restated Declaration of Covenants and Restrictions, dated June 28, 2014, which document was recorded in the Office of the Recorder of LaSalle County, Illinois as document no. R2014-12472 (the "2014 Declaration"); and
- F. The 2014 Declaration has itself been amended from time to time. The 2014 Declaration, as amended, is referred to hereafter as the "A&R Declaration"; and
- G. The A&R Declaration is the current Declaration governing the Association; and
- H. The legal description of the real property now subject to the A&R Declaration and to be governed by this Declaration, is as shown in Exhibit "A" attached hereto and incorporated by this reference herein; and
- I. To the extent that any additional real property has at any time been deeded to the

Association or made subject to the Original Declaration or the A&R Declaration, but such real property is not listed on said Exhibit "A" it is the intent of the Association that all such real property shall be deemed subject to this Declaration; and

- J. The Association was incorporated as an Illinois not-for-profit corporation on June 4, 1987; and
- K. From time to time thereafter, the Association has adopted By-Laws; and
- L. The current By-Laws of the Association are the Amended Bylaws dated April 1, 2014 and recorded in the Office of the Recorder of LaSalle County, Illinois as document R2014-05716 (the "Amended By-Laws"); and
- M. The Association is subject to and governed by the Common Interest Community Association Act, 765 ILCS 160/1-1, et seq., (the "Act"). Under the provisions of the Act, some portions of the Act control and supersede the provisions of an association's Community Instruments (as that term is defined in the Act and in this Declaration), and other portions of the Act allow an association's Community Instruments to control over the provisions of the Act; and
- N. Over time, changes in the Act have caused the A&R Declaration and the Amended By-Laws to be at variance to, and sometimes in conflict with, provisions of the Act, with the result that the Association can no longer rely upon the A&R Declaration and the Amended By-Laws, without also investigation as to possible countervailing provisions of the Act; and
- O. This Board, pursuant to the authority of Section 1-60(a) of the Act, declares that there are omissions, errors and/or inconsistencies in the A&R Declaration and the Amended By-Laws such that portions of those documents do not conform to the Act, and/or to other statutes; and
- P. Section 1-60(a) of the Act permits the Board to correct such errors, omissions and inconsistencies by amending such documents so as to conform them to the Act and/or to other applicable statutes on the vote of not less than 2/3rds of the full Board, without the vote of the membership of the Association; and
- Q. The Board has determined that it is in the best interests of the Association to take such actions as are necessary to bring the A&R Declaration and the Amended By-Laws into compliance with the Act, as now in effect, by amending and restating those documents, and, for ease of reference, to combine this below Second Amended and Restated Declaration (the "Declaration") and the Amended and Restated By-Laws (attached as Exhibit "B" to the Declaration into one document; and
- R. As a result, Board intends to vote to correct such omissions, errors and/or inconsistencies by causing the Declaration and the Amended and Restated By-Laws to be promulgated to correct such omissions, errors and/or inconsistencies.

- S. This Declaration supersedes and replaces the A&R Declaration, and the Amended and Restated By-Laws attached hereto supersede and replace the Amended By-Laws; and
- T. Other than the vote of the Board, no other action by the Association is needed to adopt this Declaration and the Amended and Restated By-Laws; and
- U. The Board intends that this Declaration and the Amended and Restated By-Laws shall be effective upon recording in the Office of the Recorder of LaSalle County, Illinois.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. RESOLVED, the above-mentioned Recitals are hereby incorporated into these Resolutions as though fully set forth herein.
2. FURTHER RESOLVED, that the attached Combined Second Amended and Restated Declaration, with Exhibits, including the Amended and Restated By-Laws, is adopted as the Declaration and By-Laws of this Association, effective upon its recording in the Office of the Recorder of LaSalle County, Illinois.
3. FURTHER RESOLVED, that said Second Amended and Restated Declaration (and exhibits, including the Amended and Restated By-Laws) having been adopted by the necessary vote of this Board, the President and Secretary are directed to cause such other or further actions to be taken, and such other and further documents to be executed and delivered on behalf of this Association as the President deems necessary to comply with the provisions of law in order to complete the amendment process, including the placing of the Second Amended and Restated Declaration into a final recordable form, and the recording of said document with the Office of the Recorder of LaSalle County, Illinois.

Date of Board Vote: July 11, 2020

Board members voting for: Dorothy Lennon Steven Cluck  
and Randy (Donald) Bray

Board members voting against: NONE

Board members abstaining or not present: N/A

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