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AFTER RECORDING RETURN TO:

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CHUCK R. VENVERTLOH

ADAMS COUNTY CLERK/RECORDER

ADAMS COUNTY, ILLINOIS

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RECORDING FEE	36.00
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COUNTY GIS	19.00
RECORDER GIS	1.00

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COVER SHEET FOR RECORDING**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
GLENNVIEW SUBDIVISION AND GLENNVIEW FIRST ADDITION**

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
GLENNVIEW SUBDIVISION AND GLENNVIEW FIRST ADDITION

THIS DECLARATION, is made as of this 6th day of July, 2018, by:

Glenn M. Bemis and Dawn M. Bemis, husband and wife;

David F. Calabotta; and,

Michael D. Klingner and Barbara J. Klingner, husband and wife,

all hereinafter referred to as the "Declarants".

WITNESS THAT:

WHEREAS, the Declarants, respectively, own certain of the lands and together own or will own all of the lands which comprise the hereinafter described Glennview Subdivision, Glennview First Addition, and the Bemis Real Estate; and,

WHEREAS, the Declarant David F. Calabotta is the owner of all of the lands contained in the area known as Lot 1 of Glennview Subdivision, as shown and described on the plat thereof recorded on April 2, 2007, in Book 707 of Plats, at page 3045, as Document Number 200210533, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois, and referenced herein as "Glennview Subdivision"; and,

WHEREAS, in connection with Glennview Subdivision, a certain Declaration of Covenants, Conditions, Easements and Restrictions for Glennview Subdivision and Additions, was adopted and was recorded April 10, 2007, in Book 707 at Page 3394, of the Office of the Adams County Clerk/Recorder (herein "Glennview Subdivision 2007 Covenants"); and,

WHEREAS, the Glennview Subdivision 2007 Covenants refer to certain other real estate that was not then subdivided which is described in the attached exhibit, marked "Exhibit A," incorporated by reference and entitled "Original Unsubdivided Remainder" as updated based on a subsequent survey but being the same real estate constituting the Unsubdivided Remainder in the Glennview Subdivision 2007 Covenants and the hereafter referenced Easement Agreement; and,

WHEREAS, the Original Unsubdivided Remainder has since been subdivided, the plat of which was recorded on June 14, 2018, in the Office of the Adams County Clerk/Recorder, as Document 2018R-0480, and is now referred to as and is Glennview First Addition (herein "Glennview First Addition") which includes an Easement Lot, and Lots 1, 2, 3, 4 and 5, inclusive; and,

WHEREAS, the Bemis Real Estate (as supplemented) is described in the attached exhibit, marked "Exhibit B," incorporated by reference and entitled "Bemis Real Estate"; and,

WHEREAS, the Declarants are the sole and only owners of Glennview Subdivision, the Original Unsubdivided Remainder, Glennview First Addition, and the Bemis Real Estate; and,

WHEREAS, by virtue of the Glennview First Addition encompassing the Original Unsubdivided Remainder, reference to such Original Unsubdivided Remainder no longer is necessary; and,

WHEREAS, in addition to the Glennview Subdivision 2007 Covenants, an Access & Utility Easement Agreement was entered into which was recorded April 10, 2007, in Book 707 at Page 3393, in the Office of the Adams County Clerk/Recorder (herein "Easement Agreement"); and,

WHEREAS, Declarants desire to subject and impose upon Glennview Subdivision, Glennview First Addition, and the Bemis Real Estate mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of the lots in Glennview Subdivision, Glennview First Addition, the Bemis Real Estate, and the future owners thereof; and,

WHEREAS, these Restrictions amend, restate, and replace in their entirety the Glennview Subdivision 2007 Covenants and Easement Agreement so that they are to be of no further force and effect and, instead, these Restrictions shall hereupon apply and the easements herein stated established.

NOW, THEREFORE, the Declarants hereby incorporate the recitals to these Restrictions and declare, amend, and restate that the real property located within the Glennview Subdivision, Glennview First Addition, and Bemis Real Estate (collectively referred to as "Subdivision" unless otherwise specified or the context requires) shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Glennview Subdivision and Glennview Subdivision First Addition, established by the Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot and parcel situated thereon.

1. **RESIDENTIAL CHARACTER OF THE SUBDIVISION**

A. **IN GENERAL:**

1.) Every lot in the Subdivision is a residential lot and shall be used exclusively for single family residential purposes. No building or structure shall be erected, placed or permitted to remain upon any of said lots other than one (1) single family dwelling with a private garage. A private garage must be provided for each lot at the time of construction. Other outbuildings as well as address posts/mail structures may be erected, placed or constructed only after obtaining written consent from the "Architectural Trustee" hereinafter described.

Outbuildings include, but are not limited to, a garage, shed, playhouse or other structure which persons may enter or in which goods may be located or stored.

2.) "Family", for purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit. Applicable zoning ordinances, rules or regulations may impose a more restrictive definition.

3.) References to "lot" or "lots" includes the land constituting Glennview Subdivision (as to its single lot known as Lot 1), each numbered lot in Glennview Subdivision First Addition (each of which is a separate lot, those being Lots 1, 2, 3, 4, and 5), and the Bemis Real Estate (which is a lot). However, it does not include the Easement Lot. References to the Easement Lot are specific.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Trustee shall be binding on all parties concerned.

C. DIVISION OF LOTS:

1.) Lots may be redivided for the purpose of increasing the size of an adjoining lot or lots and thereby decreasing the size of a lot or lots. If redivided, the appropriate lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered. These Restrictions, further, shall apply as if the combined lot was an original lot within the subdivision.

2.) Lots may not be redivided to create a new lot unless approved in writing by the "Architectural Trustee" hereinafter described. Such approval is entirely discretionary on the part of the Architectural Trustee and approval of a redivision in one circumstance shall not entitle an owner to redivide any other lot. Approval may be made subject to specified conditions being met. Where approval is received, a plat of survey of the redivided lot shall be recorded along with the Architectural Trustee's written approval. The lot shall thereafter be treated and considered a distinct and separate lot for all purposes under this Restrictions.

3.) In connection with or after the approval of these Restrictions, a portion of Lot 5 may be added to the Bemis Real Estate. Further, a portion of the Bemis Real Estate may be added to the Easement Lot. Accordingly, Lot 5 is or will be Lot 5 excepting that portion added to the Bemis Real Estate so transferred. The Bemis Real Estate will be the Bemis Real Estate including the additional portion added from Lot 5 but without that portion added to the Easement Lot. Exhibit B reflects these anticipated changes with respect to the Bemis Real Estate. References

to the Easement Lot will be the Easement Lot including the portion added from the Bemis Real Estate.

D. COMMERCIAL: No business or commercial activity shall be carried on in said Subdivision other than a home occupation employing person(s) who reside in the home so long as such home occupation does not result in an increased client, patron or customer vehicle traffic within the Subdivision.

2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF

A. MINIMUM LIVING SPACE AREAS:

1.) Dwellings constructed after the date of these Restrictions on any lot in the Subdivision shall not exceed the height hereafter stated and shall have the stated minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breeze ways, terraces, garages, car ports and other buildings.

2.) Dwellings on any lot shall not exceed two and one-half (2 ½) stories in height. The ground floor area of the dwelling, exclusive of open porches, breeze ways, garage and basement, if any, shall not be less than two thousand (2,000) square feet for a one (1) story dwelling. If such dwelling exceeds more than one (1) story, there shall be a minimum of one thousand four hundred (1,400) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling if more than one (1) story shall have a total of at least two thousand eight hundred (2,800) square feet, exclusive of open porches, breeze ways, garage and basement.

3.) The garage to be provided shall contain at least four hundred (400) square feet but not exceeding nine hundred (900) square feet.

4.) An outbuilding may be permitted if approved by the Architectural Trustee but shall not exceed two hundred fifty (250) square feet. The outbuilding shall be architecturally compatible with the dwelling on the lot. No outbuilding may be used as a dwelling, whether temporarily or permanently.

5.) The Architectural Trustee may allow variances in square footage requirements or limitations where the size and nature of the dwelling and improvements will be otherwise compatible with the dwellings in the Subdivision. This may be increases or decreases in footage.

6.) All dwellings and improvements located in the Subdivision as of the date of these Restrictions, that is, all dwellings and improvements now located in Glennview Subdivision (currently owned by David F. Calabotta) and the Bemis Real Estate (currently owned by Glenn M. Bemis and Dawn M. Bemis) shall be considered to be in full compliance or exempt from compliance and not in violation of these Restrictions. Should they not be in compliance,

such provision or provisions are inapplicable to the dwellings and improvements. Any new or subsequent construction or material replacements, however, shall be in conformity with these Restrictions.

B. SET-BACK REQUIREMENTS: Except as may be otherwise provided in these Restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded Subdivision Plat (which is 60 feet), the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more.

C. FENCES OR WALLS: No fence or wall shall be erected or constructed in whole or in part nearer to the front lot line than the minimum building setback lines shown on the recorded Subdivision Plat (again, 60 feet) or further as provided in subparagraph 2(B). No fence or wall shall exceed six (6) feet in height).

D. CONSTRUCTION MATERIALS:

1.) The finished exterior of every dwelling building constructed or placed on any numbered lot in the Subdivision shall be of brick, stone, and/or wood, on that portion of the dwelling that faces the street. The sides and rear of the finished dwelling and the garage may be of brick, stone, wood, or vinyl siding. Tar paper, roll brick siding, or any other similar material may not be used. No building shall have aluminum siding although aluminum may be used for soffits, gutters, and incidental purposes without the written approval of the Architectural Trustee. Fiber/cement board and stucco may be used but only with the written approval of the Architectural Trustee.

2.) The dwelling on any lot shall be of standard construction materials or goods. Mobile homes, prefabricated homes, modular homes, or transportable homes are not allowed to be permanently or temporarily placed in the Subdivision.

E. DILIGENCE IN CONSTRUCTION OR INSTALLATION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision shall be new. No used structures shall be relocated or placed on any such lot, except to the discretion of the Architectural Trustee.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated

thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

1.) Mow said lot at such times as may be reasonably required in order to prevent grass of an excessive height or the unsightly growth of vegetation and noxious weeds thereon and, in all events, grass and weeds shall not exceed a general height of eight (8) inches.

2.) Remove all debris or rubbish from said lot.

3.) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

4.) Cut down and remove dead, dangerous, or diseased trees, from said lot where located within the required front yard set-back or at other locations where liable to fall upon neighboring property.

5.) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.

6.) Keep and maintain driveways, entrance ways and parking areas following the initial occupancy of a dwelling.

H. DIRT: No dirt shall be removed from the Subdivision without the approval of the Architectural Trustee. Should any lot owner have dirt to be removed from the lot, it shall be located at such owner's expense to another location within the Subdivision approved or designated by the Architectural Trustee.

I. ASSOCIATION'S RIGHT TO PERFORM MAINTENANCE: In the event that the owner of any lot in the Subdivision shall fail to maintain said lot or any improvements situated thereon in accordance with the provisions of these Restrictions, and which may be relevant to these Restrictions, the Glennview Homeowner's Association (described in paragraph 6) shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and the improvements situated thereon (if any) conform to the requirements of these Restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge or a separate charge to which said lot is subject, and may be collected in any manner in which a charge may be collected. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage which may result from any maintenance work performed hereunder.

3. GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious or offensive activities shall be carried on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

B. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. ANIMALS:

1.) Except as provided herein, no animals, livestock, swine, or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision.

2.) There may be kept in any dwelling the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae naturae by law. Household pets may not be regularly kept or housed outside of the dwelling. The household pets may not exceed three (3) in number in any dwelling.

3.) In addition to household pets, there also may be kept on a lot where approved in writing either by the Architectural Trustee or a majority of the owners of lots at the time approval is sought: a.) up to two (2) goats; b.) up to six (6) egg producing chickens (but not roosters); and/or c.) up to three (3) bee hives. However, none of these exceptions allow these to be kept, raised, bred or maintained for commercial purposes or sale. They and production resulting from them are for household use only. The goats and chickens may be kept outside but are to be suitably housed, retained, and secured behind the dwelling. Allowing goats is to provide an effective and natural way to control Honeysuckle and other brush growth in wooded areas and on slopes. The approval may include conditions required to be followed. The Architectural Trustee or a majority of the owners of lots may revoke approval where the conditions are not met, the animals or hives have become a nuisance under common law standards, or the animals or hives are not cared for consistent with humane or generally accepted standards. The three (3) bee hives or replacements thereof belonging to Glenn M. Bemis and/or Dawn M. Bemis are permitted on the Bemis Real Estate without further approval or conditions so long as they or either of them own the Bemis Real Estate or any other lot in the Subdivision on which the hives are located.

D. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in good and neat appearance, including, but not limited to, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or diseased trees.

E. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

F. PARKING AND VEHICLES: Boats and recreational vehicles may be located on a lot but shall be located in a designated parking area out of the view of persons using the roadway in front of the premises. No inoperable, abandoned, junk or unlicensed (if required

to be licensed) vehicles, or other types of junk, scrap, iron, metal or other materials shall be kept or maintained on any lot.

G. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

H. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. SANITATION SYSTEMS: Each dwelling located in the Subdivision shall have a lawful sanitation or septic system as approved by applicable authorities including, but not necessarily limited to, Adams County and the Adams County Health Department. In addition to any other means of enforcement, this obligation may be enforced by the County of Adams or the Adams County Health Department which are hereby declared to be third party beneficiaries of this covenant.

J. TREES: In order to preserve the natural quality of the Subdivision and insure the proper drainage and avoid erosion, natural stands of trees shall not be removed or materially modified without the approval of the Architectural Trustee. Routine maintenance and upkeep of such areas that do not damage trees is not prohibited. Further, dead, dangerous, or diseased trees are subject to removal.

4. EASEMENTS:

A. GENERALLY: This Paragraph 4 establishes certain easements. These easements replace in their entirety the easements set forth in the Access & Utility Easement Agreement entered into which was recorded April 10, 2007, in Book 707 at Page 3393, in the Office of the Adams County Clerk/Recorder ("Easement Agreement") or those inconsistent herewith located in Glennview Subdivision which are hereby released. The easements set forth in this Paragraph 4 are permanent and non-exclusive easements running with the land and shall survive any other terminations of these Restrictions unless approved by all then owners of the lands or real estate to which they apply.

B. LOCATION: Except for such natural drainage easements and as otherwise specified herein, the easements established are located on the Easement Lot shown on the Plat of Glennview Subdivision First Addition. In addition, underground utilities (other than pedestals

required to be above ground) may be located on any lot in Glennview Subdivision or Glennview Subdivision First Addition and the Bemis Real Estate, within ten (10) feet of the Easement Lot.

C. RESERVATION AND TRANSFER: The Easement Lot is reserved to Declarants Michael D. Klingner and Barbara J. Klingner. No later than the sale of all lots in the Glennview Subdivision First Addition they will convey (and Glennview Homeowner's Association will accept) ownership of the Easement Lot subject to these Restrictions.

D. ROADWAY PURPOSES: An easement is hereby established on the Easement Lot for purposes of ingress and egress to and from any lot in Glennview Subdivision, Glennview Subdivision First Addition, and the Bemis Real Estate. The streets and appurtenances remain private unless Glennview Homeowner's Association dedicates the streets and appurtenances. So long as ingress and egress is afforded, Glennview Homeowners Association may establish reasonable rules and regulations relating to the streets and appurtenances as well as the Easement Lot.

E. UTILITIES:

1.) An easement is hereby established on the Easement Lot for the construction, establishment, installation, maintenance, repair, replacement, and operation of utilities and accessories serving any lot in Glennview Subdivision or Glennview Subdivision First Addition and the Bemis Real Estate. Within the Easement Lot and within ten (10) feet from the boundary of the Easement Lot, no building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

2.) "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna, and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities. Utilities do not necessarily have to be public utilities.

3.) All utility lines and apparatus provided to or in the subdivision including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground. No antenna, satellite disc or dish or similar television, radio or other wave reception apparatus or wires shall be installed within set-back lines in a rear yard but may be attached to the residence where not visible from the street.

F. DRAINAGE: Drainage easements are established as shown on the Plat of Glennview Subdivision First Addition. No owner may change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements or otherwise naturally existing in the Subdivision.

5. ARCHITECTURAL CONTROL:

A. GENERALLY: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The Architectural Trustee is also authorized to provide interpretation of these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEE:

1.) The Architectural Trustee as to Glennview Subdivision was Beverly A. Bemis who resigned from that position.

2.) The Architectural Trustee as to Glennview Subdivision and Glennview Subdivision First Addition is Michael D. Klingner. In the event of the death, resignation or inability to act of Michael D. Klingner to serve, Barbara J. Klingner is Architectural Trustee. If neither is able or willing to serve and any undeveloped lot is owned by an entity (e.g., limited liability company) of which one (1) or more of their descendants or their spouses are the owners, that entity shall be the Architectural Trustee.

3.) In the event that the designation of the Architectural Trustee is not otherwise provided for under the preceding subparagraphs 1 and 2, a successor Architectural Trustee may be designated and, if designated, removed and replaced, from time to time by a majority of the then owners of the lots determined as provided in paragraph 7 below. The designation of the Architectural Trustee shall be recorded in the Recorder's Office of Adams County, Illinois.

4.) The Architectural Trustee may designate a representative to act for him, her, or it.

5.) An Architectural Trustee is not designated for the Bemis Real Estate.

C. PROCEDURES: The approval or disapproval as required in the covenants shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent, thereof, nor the Declarants, shall be responsible in any way for any defects in any plans

specifications or other materials submitted to it, nor for any defects in any work done according thereto.

6. THE GLENNVIEW HOMEOWNER'S ASSOCIATION:

A. IN GENERAL: There has been or will be created by the Declarants Michael D. Klingner and Barbara J. Klingner, under the laws of the State of Illinois, a not-for-profit corporation known as the "Glennview Homeowner's Association" or other appropriate name which is sometimes herein referred to as the "Association". Every person who acquires and holds title (legal or equitable) to any residential lot in the Subdivision (expressly including Glennview Subdivision, Glennview Subdivision First Addition, and Bemis Real Estate) shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member; all other co-owners will be associate members. The foregoing provision requiring that owners of residential lots within the Subdivision be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon such persons' security and become the real owner of a residential lot within the Subdivision, the person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of residential lots within the Subdivision and on members of the Association, including but not limited to those provisions with respect to the payment of an annual charge.

B. PURPOSES OF THE GLENNVIEW HOMEOWNER'S ASSOCIATION: The general purposes of the Association are:

- 1.) To promote the Subdivision as a residential area;
- 2.) To provide a means whereby any streets, appurtenances, or amenities within the Subdivision as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced;
- 3.) To provide for the operation, maintenance, repair and replacement of street lights, entrance sign, fencing, and other amenities within or about the Subdivision for the general benefit of residents; and,
- 4.) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Subdivision amenities.

C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

- 1.) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual charge or special charges (herein "charge" or "charges") against the members of the Association. As among members, the annual charge or charges shall be uniform. Special charges shall relate to individual lots. It is recognized that general services, such as streets, storm sewers,

street lighting, signage, landscaping, fencing, walls and other amenities apply to the entire Subdivision. Charges are imposed irrespective of whether a residence has been constructed on the lot.

2.) No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision including, but not limited to, the Easement Lot. Further, no charge or assessments shall be assessed against: (a.) the Declarants Michael D. Klingner and Barbara J. Klingner as to any undeveloped and unsold lot or any undeveloped and sold but thereafter reacquired lot; (b.) Declarants Glenn M. Bemis and Dawn M. Bemis so long as they or either of them own the Bemis Real Estate (considered a lot for purposes of these Restrictions); or (c.) Declarant David F. Calabotta so long as they or either of them own Glennview Subdivision (considered a lot for purposes of these Restrictions). However, they may voluntarily pay annual charges. Charges are otherwise assessed and payable annually on each lot whether or not developed. Charges are payable for the entire calendar year without proration for the calendar year of purchase, with an initial payment being due on the sale or transfer of a lot other than as stated as being excepted from payment.

3.) There shall be three (3) categories of charges assessed generally to members (and lot owners):

a.) There shall be an annual charge for annual operating expenses of the Association such as street lighting, street cleaning and snow removal, landscaping, and general maintenance, as well as the Association's administrative expenses or costs. The initial annual charge shall be Four Hundred and Fifty Dollars (\$450.00). The charge is generally known as the "Annual Operating Charge."

b.) There shall be an annual charge to establish a reserve and to provide for the major repair or replacement of streets, amenities, or other improvements belonging to the Association and for extraordinary or emergency purposes. Although primarily intended for such purposes, such funds may be used for the purposes of the Annual Operating Charge where approved by the Board determining that the reserve is in excess of what would be required as a reserve. The annual charge for such purpose shall initially be Six Hundred and Fifty Dollars (\$650.00). This charge is generally known as the "Annual Reserve Charge."

c.) There may be special assessments as may be needed for specific and identified purposes of the Association. This charge is to be known as a "Special Assessment."

d.) Commencing effective January 1, 2020, the Annual Operating Charge and the Annual Reserve Charge may be increased by the Board without action of members or lot owners by the same percentage as the Consumer Price Index (CPI) for All Urban Consumers increases from and after January 1, 2019, through the effective date or dates of changes less increases previously made under this authority.

4.) Individual assessments may be made with respect to individual lots consistent with these Restrictions or the Association Articles of Incorporation or Bylaws. As an example, individual assessments are permitted under subparagraph 6(C)5(c) of these Restrictions.

Individual assessments are a separate charge applicable to a specific lot, member, or owner. Such an assessment is known as an "Individual Lot Assessment."

5.) Assessments shall be approved as follows:

a.) The Annual Operating Charge and Annual Reserve Charge shall be approved by the Board of Directors of the Association in accordance with the Bylaws of the Association and consistent with these Declarations. The Annual Operating Charge may be increased or decreased by the Board of Directors. The Annual Reserve Charge may be increased only if approved by a majority of the then owners of lots and may be decreased from the then established amount if approved by two-thirds (2/3) of the then owners of lots.

b.) Special Assessments applicable to all members shall be approved by the Board of Directors and, also, two-thirds (2/3rds) of the members.

c.) Individual Lot Assessments may be made by the Board of Directors whenever circumstances warrant consistent with these Restrictions.

6.) Billing:

a.) The Annual Operating Charge and Annual Reserve Charge shall be paid by the member of the Association within thirty (30) days after billing. The Board of Directors of the Association shall fix the amount of the annual charges per member by the first day of February of each year or as soon thereafter as is practicable, and written notice of the charges so fixed shall be sent to each member within thirty (30) days after being established. The charges shall be assessed for the initial partial year of ownership of lot on a pro-rated basis.

b.) Any Special Assessments shall be billed and due as provided for in the approval of the assessment.

c.) Any Individual Lot Assessment shall be paid by the member of the Association within thirty (30) days after billing.

7.) If any charge levied or assessed against any lot subject to these Restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such charge or charges and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these Restrictions shall bear interest at the judgment interest rate then established by the State of Illinois until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person

who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

8.) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. No certificate shall be required where the conveyance is by Declarants Michael D. Klingner and Barbara J. Klingner where an undeveloped lot is involved.

9.) Where a lot is redivided so as to create a new lot, the obligation as to that lot shall be as if an original lot. Where a lot is consolidated so as to reduce the number of lots, the obligation to pay assessments shall be increased proportionally based on the portion of the original lot transferred to the lot with which consolidated so that a greater than one (1) share will be due and payable.

7. **DURATION:**

A. **RUN WITH LAND:** These covenants shall run with the land and shall be binding on the Declarants and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of five (5) years unless two-thirds (2/3rds) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. At any time, four-fifths (4/5ths) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. The said instrument of written consent shall be recorded with the Office of Recorder of Deeds, Adams County, Illinois.

B. **LOT OWNERS:** In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right.

C. **CONSOLIDATION OR REDIVSION:** Where lots are consolidated, the number of lots shall be deemed reduced. Where lots are redivided so as to create a new lot, the new lot shall be considered a distinct lot for all purposes under this Restrictions.

D. ELABORATION ON ACTION REQUIREMENTS: Taking into account that there is a single lot in Glennview Subdivision, five (5) initial lots in Glennview First Addition (including the transfer of a part of Lot 5 to the Bemis Real Estate), and the Bemis Real Estate which is treated as one (1) lot, there are seven (7) initial lots. The Easement Lot is not a lot for this purpose. Accordingly, a majority of the lots would be four (4) lots, two-thirds would be five (5) lots, and four-fifths would be six (6) lots.

8. ENFORCEMENT:

A. RIGHT TO PROCEED: The Glennview Homeowner's Association or any party to whose benefit these Restrictions inure, including the Declarants, their successors and assigns, and lot owners, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction without bond to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, neither the Declarants nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce, or carry out any of these Restrictions.

B. FAILURE TO PROCEED: No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party) to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.: The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarant, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES, ETC.: The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. LIMITED LIABILITY COMPANY: Michael D. Klingner and/or Barbara J. Klingner may transfer lots to a limited liability company including, but not necessarily limited to Rich Mar of Quincy, LLC, an Illinois limited liability company. Any reference to either or both

Michael D. Klingner and Barbara J. Klingner includes such limited liability company where such a transfer is made. There is no requirement, however, that such a transfer be made.

12. **SEVERABILITY:** Invalidation of any one (1) of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

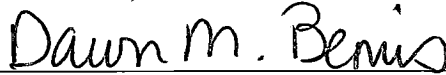
IN WITNESS WHEREOF, Declarants have duly executed this Declaration of Covenants, Conditions, Easements and Restrictions the day and year first above written.

[SIGNATURES FOLLOW ON NEXT PAGE]

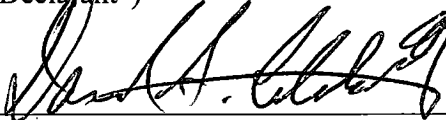
DECLARANTS



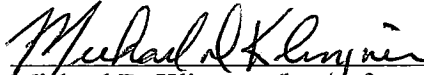
Glenn M. Bemis (heretofore referred to as
"Declarant")



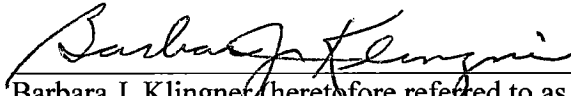
Dawn M. Bemis (heretofore referred to as
"Declarant")



David F. Calabotta (heretofore referred to as
"Declarant")



Michael D. Klingner (heretofore referred to as
"Declarant")



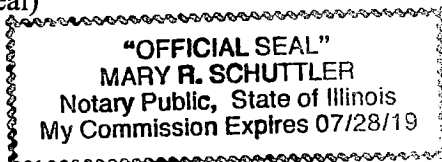
Barbara J. Klingner (heretofore referred to as
"Declarant")

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) SS.

I, Mary R. Schuttler, a Notary Public in and for said County and State aforesaid, do hereby certify that Glenn M. Bemis and Dawn M. Bemis, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of July, 2018.

(Seal)



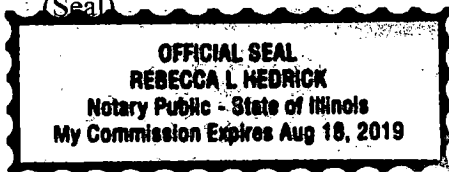
Mary R. Schuttler
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) SS.

I, Rebecca L. Hedrick, a Notary Public in and for said County and State aforesaid, do hereby certify that David F. Calabotta, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 18th day of July, 2018.

(Seal)



Rebecca L. Hedrick
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) SS.

I, Mary R. Schuttler, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael D. Klingner and Barbara J. Klingner, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of July, 2018.

(Seal)

Mary R. Schuttler
Notary Public

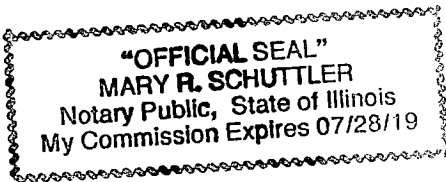


EXHIBIT A

ORIGINAL UNDIVIDED REMAINDER (Using Updated Surveyed Description) (PIN: 22-0-0527-003-00)

A part of the Southwest Quarter of Section 23 in Township 1 South of the base Line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Commencing at the southwest corner of Section 23, thence South 89 degrees 53 minutes 40 seconds East on the south line of said Section 23 a distance of 759.60 feet to the point of commencement of a 22.315 acre tract described in a deed and recorded in Book 705 at Page 2757 in the Office of the Adams County Recorder of Deeds, thence leaving said south line North 28 degrees 48 minutes 18 seconds West on the boundary of said tract 37.70 feet to the true point of beginning, thence continuing North 28 degrees 48 minutes 18 seconds West on the boundary of said tract 51.23 feet; thence following the boundary of said tract North 23 degrees 44 minutes 20 seconds East 66.54 feet; thence continuing on said boundary North 00 degrees 00 minutes 21 seconds West 107.83 feet; thence North 12 degrees 42 minutes 26 seconds East on said boundary 140.25 feet; thence South 76 degrees 21 minutes 01 second West on said boundary 416.00 feet to a point on the east line of a 3.26 acre tract of land described in a deed and recorded as Document No. 2017R-08961 in said Recorder's Office, thence North 00 degrees 06 minutes 21 seconds East on said east line 100.83 feet to the northeast corner of said tract, thence North 89 degrees 54 minutes 26 seconds West on the north line of said tract 287.03 feet to a point on the east line of Bonansinga Drive described in a warranty deed to the People of Adams County and recorded in Book 507 at Page 164 and shown on a plat in Book 12 of Right of Ways at Page 1169; thence North 06 degrees 17 minutes 41 seconds East on said east line 279.94 to a point on the south line of Lot 1 of Glennview Subdivision, a one lot subdivision recorded in Book 707 at Page 3045 in said Recorder's Office; thence South 89 degrees 58 minutes 06 seconds East on said south line of said Lot 1 a distance of 204.52 feet to a corner on said lot, thence South 00 degrees 03 minutes 49 seconds West on the boundary of said lot 118.68 feet; thence South 61 degrees 47 minutes 58 seconds East on said boundary 142.94 feet; thence South 89 degrees 58 minutes 06 seconds on said boundary 115.03 feet; thence North 09 degrees 11 minutes 44 seconds East on said boundary 155.46 feet; thence North 16 degrees 01 minute 53 seconds West 101.63 feet to a corner of said Lot; thence continuing on said boundary northwesterly 80.22 feet on a non-tangential curve to the right, having a central angle of 83 degrees 34 minutes 00 seconds and a radius of 55.00 feet, a chord distance of North 70 degrees 38 minutes 16 seconds West 73.29 feet; thence South 55 degrees 07 minutes 05 seconds West on said boundary 51.27 feet, thence North 89 degrees 58 minutes 06 seconds West on said boundary 324.35 feet to a point on the east line of said Bonansinga Drive; thence North 06 degrees 17 minutes 41 seconds East on said east line 442.59 feet to a point on the south line extended of a strip formally used as a lane and described in a Quit Claim Deed from Glenn H. and Beverly A. Bemis to Silas J. and Dorothy M. Morton and recorded in Book 500 at Page 453; thence South 89 degrees 52 minutes 37 seconds East on said south line 961.95 feet to a point on the east line of the aforementioned 22.315 acre tract; thence South 00 degrees 01 minute 59 seconds East on the east line of said tract 471.47 feet to the north corner of a 1.18 acre tract recorded in Book 521 at Page 233; thence South 38 degrees 47 minutes 50 seconds

West on the north line of said 1.18 acre tract 318.55 feet; thence South 18 degrees 00 minutes 00 seconds East on the west line of said tract 60.01 feet; thence South 54 degrees 28 minutes 15 seconds East on said west line 204.12 feet; thence South 00 degrees 01 minute 10 seconds West on said west line 234.92 feet to the north right of way line of Kochs Lane recorded in Book 14 of Right of Ways at Page 2826; thence North 89 degrees 53 minutes 40 seconds West on said north right of way line 374.88 feet to the point of beginning, containing 18.75 acres, more or less.

EXHIBIT B

BEMIS REAL ESTATE (PIN: 22-0-0527-002-00)

Part of the Southwest Quarter of Section 23, Township 1 South, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, described as follows:

Commencing at a Railroad Spike marking the Southwest corner of Section 23; thence South 89 degrees 54 minutes 28 seconds East along the South line of said Section 23, a distance of 1116.31 feet to the Point of Beginning; thence North 00 degrees 01 minutes 10 seconds East, 267.67 feet; thence North 54 degrees 29 minutes 13 seconds West, 204.07 feet; thence North 18 degrees 00 minutes 00 seconds West, 60.01 feet; thence North 38 degrees 47 minutes 50 seconds East, 318.55 feet to a 5/8" pin with cap; thence South 00 degrees 01 minutes 59 seconds East, 691.57 feet to the South line of said Section 23; thence North 89 degrees 54 minutes 28 seconds West along said South line, 15.43 feet to the Point of Beginning, containing 1.18 acres.

Subject to Right of Way along Koch's Lane (Bluff Road) on South side of said Tract. Also, subject to an Access and Utility Easement as recorded in Book 707, Page 3393. Also, subject to all recorded and non-recorded Easements lying across said Tract.

ALSO:

A part of Lot 5 of Glennview First Addition, a subdivision of part of the Southwest Quarter of Section 23 in Township 1 South of the Base Line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Beginning at the southeast corner of said Lot 5, thence South 38 degrees 47 minutes 50 seconds West on the south line of said Lot 5 a distance of 311.40 feet to the southwest corner of said Lot 5, thence northwesterly on the west line of said Lot 5 a distance of 29.53 feet on a non-tangential curve to the right, having a central angle of 06 degrees 12 minutes 06 seconds and a radius of 272.86 feet, a chord distance of North 21 degrees 02 minutes 23 seconds West 29.46 feet, thence North 17 degrees 56 minutes 43 seconds West on said west line 40.57 feet, thence leaving said west line North 51 degrees 00 minutes 43 seconds East 280.71 feet to the point of beginning, containing 0.21 acres, more or less.

BUT EXCEPTING (being added to the Easement Lot):

A part of a 1.18 acre tract being a part of the Southwest Quarter of Section 23 in Township 1 South of the Base Line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Commencing at the southwest corner of a 1.18 acre tract recorded in Book 521 at Page 233 in the Office of the Adams County Recorder of Deeds, thence North 00 degrees 01 minute 10 seconds East on the west line of said tract 234.92 feet; thence North 54 degrees 29 minutes 13 seconds West on said west line 65.04 feet to the true point of beginning, thence continuing on said west line North 54 degrees 29 minutes 13 seconds West 139.03 feet, thence North 18 degrees 00 minutes

00 seconds West on said west line 60.01 feet, thence North 38 degrees 47 minutes 50 seconds East on the north line of said tract 7.15 feet to the easterly right of way line of Glennview Drive, thence leaving said north line southeasterly on said easterly right of way line 144.56 feet on a non-tangential curve to the left, having a central angle of 30 degrees 21 minutes 19 seconds and a radius of 272.66 feet, a chord distance of South 39 degrees 18 minutes 43 seconds East 142.88 feet, thence continuing on said easterly right of way line, southeasterly 49.38 feet on a non-tangential curve to the right, having a central angle of 12 degrees 37 minutes 52 seconds and a radius of 223.97 feet, a chord distance of South 48 degrees 10 minutes 26 seconds East 49.28 feet to the point of beginning, containing 0.04 acres, more or less.