DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF TANGLEWOOD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
made this 15th day of August, 2016, by Forest Lakes Acquisition, LLC, an Illinois Limited
Liability Corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of the following described real estate known as
Tanglewood, to wit:

Part of sections 4, 9, and 10, all in township 2 north, range 8 west of the Third Principal
Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning at the northeast corner of Lot 1 of "Boreal Ridge at Tanglewood," referenced
being had to the plat thereof recorded as Document Number A02462506 in the St. Clair
County Recorder of Deeds' office; thence South 00 degrees 03 minutes 14 seconds East, 546.94 feet to the north line of Lot 138 of Hollywood Heights Assessment Plat as shown by
plat recorded in Assessment Plat #1 on Page 8 of the St. Clair County records; thence South 89 degrees 31 minutes 28 seconds West, along the north line of said lot, 53.36 feet to
the west line of said subdivision; thence South 00 degrees 44 minutes 17 seconds East, along
said west line, 556.84 feet to the north line of Brooksfield Subdivision as shown by plat
recorded in Plat Book 50 on Page 9 of the St. Clair County records; thence South 89 degrees 38 minutes 26 seconds West along the north line of said subdivision a distance of 674.62 feet to the east line of a tract conveyed to Guge by a deed recorded in Book 2475 on Page 452 of the St. Clair County records; thence North 00 degrees 25 minutes 25 seconds West along the east line of said Guge tract 935.64 feet to the south line of the southeast quarter of Section 4; thence South 89 degrees 00 minutes 31 seconds West, along said south line, 697.99 feet to an old stone marking the southwest corner of the southeast quarter of said Section 4; thence South 01 degrees 19 minutes 52 seconds East, along the east line of the northwest quarter of Section 9, a distance of 254.08 feet to an iron pipe at the southeast corner of a tract conveyed to Johnson by a deed recorded in Book 2491 on Page 1440 of the St. Clair County records; thence North 89 degrees 51 minutes 30 seconds West, along the south line of said Johnson tract, said line also being the southerly right of way line of the "George E. Chance Parkway," reference being had to the plat thereof recorded as Document No. A02023998 of the St. Clair County records, a distance of 1335.94 feet to the east line of the west half of the northwest quarter of Section 9; thence South 01 degrees 06 minutes 42 seconds East, along said east line, 2363.72 feet to an old stone at the southeast corner of the west half of the northwest quarter of said Section 9; thence South 89 degrees 11 minutes 33 seconds West, along the south line of the northwest quarter of Section 9, a distance of 1344.29 feet to stone found at the southwest corner of the northwest quarter of section 9; thence North 01 degrees 27 minutes 11 seconds West, 463.21 feet to a point; thence South 89 degrees 23 minutes 24 seconds West, 758.76 feet to the east line of "Hollywood Heights at Tanglewood," reference being had to the plat thereof recorded as Document No. A02462512 in the St. Clair County records; thence South 01 Degrees 25 Minutes 05 Seconds East, 471.35 feet; thence South 88 degrees 46 minutes 29 seconds West 17.62 feet; thence South 00 degrees 47 minutes 08 seconds East 70.39 feet; thence North 89 degrees 19 minutes 03 seconds West 71.94 feet; thence South 00 degrees 39 minutes 20 seconds West 120.09 feet; thence North 88 degrees 53 minutes 27 seconds West 418.53 feet; thence South 81 degrees 34 minutes 29 seconds West 51.08 feet; thence North 04 degrees 51 minutes 49 seconds West 177.72 feet; thence South 88 degrees 46 minutes 29 seconds West 180.52 feet; thence North 02 degrees 14 minutes 54 seconds West 165.64 feet; thence South 89 degrees 59 minutes 47 seconds West 72.01 feet; thence North 00 degrees 00 minutes 13 seconds West 50.00 feet; thence North 01 degrees 01 minutes 10 seconds East 173.47 feet to the southern right of way line of the George E Chance Parkway-Part B as shown by the Plat recorded as Document Number A02023998 of the St. Clair County records; thence North 06 degrees 00 minutes 56 seconds East 148.34 feet to a point; thence North 87 degrees 30 minutes 07 seconds East 130.64 feet; thence North 22 degrees 09 minutes 09 seconds East, 64.43 feet; thence South 81 degrees 43 minutes 27 seconds East 50.00 feet; thence South 05 degrees 17 minutes 01 seconds East 53.66 feet; thence North 69 degrees 17 minutes 03 seconds East 252.89 feet; thence North 32 degrees 08 minutes 35 seconds East 150.06 feet; thence North 15 degrees 40 minutes 33 seconds East 232.07 feet; thence North 01 degrees 14 minutes 57 seconds West 246.94 feet; thence North 24 degrees 39 minutes 10 seconds East 399.80 feet; thence North 23 degrees 23 minutes 23 seconds East 50.00 feet; thence North 31 degrees 36 minutes 54 seconds East 140.64; thence North 43 degrees 01 Minute 50 seconds East 169.20 feet; thence North 64 degrees 07 minutes 47 seconds West 74.18 feet; thence North 37 degrees 16 minutes 11 seconds West 460.06 feet; thence North 04 degrees 20 minutes 36 seconds West 146.44 feet; thence North 20 degrees 17 minutes 11
seconds East 163.29 feet; thence North 47 degrees 43 minutes 21 seconds East 130.41 feet; thence North 82 degrees 15 minutes 14 seconds East 93.35 feet; thence South 69 degrees 42 minutes 49 seconds East 452.87 feet; thence South 44 degrees 44 minutes 10 seconds East 121.98 feet; thence South 27 degrees 03 minutes 19 seconds East 70.87 feet to the northerly right of way of the aforementioned "George E Chance Parkway-Part B;" thence along said northerly right of way line the following courses and distances: North 59 degrees 03 minutes 54 seconds East, 74.67; South 49 degrees 36 minutes 48 seconds East 93.10 feet; North 40 degrees 23 minutes 12 seconds East 69.61 feet; North 22 degrees 03 minutes 11 seconds West, 33.14 feet; North 50 degrees 23 minutes 12 seconds East 50.00 feet; South 67 degrees 03 minutes 20 seconds East 21.70 feet; North 47 degrees 11 minutes 32 seconds East 200.91 feet; North 00 degrees 08 minutes 33 seconds East 77.64 feet to a point on the north line of the northwest quarter of Section 9; thence South 89 degrees 51 minutes 27 seconds East, along said north line, 1102.08 feet to a stone at the northeast corner of the northwest quarter of Section 9; thence North 00 degrees 18 minutes 42 seconds West along the west line of the east half of the southwest quarter of Section 4, a distance of 1485.62 feet to the centerline of Canteen Creek; thence following said centerline: North 55 degrees 29 minutes 50 seconds East 42.82 feet; thence North 69 degrees 18 minutes 57 seconds East 115.01 feet; thence South 71 degrees 11 minutes 33 seconds East 93.59 feet; thence North 83 degrees 17 minutes 55 seconds East 157.02 feet; thence North 57 degrees 52 minutes 50 seconds East 286.02 feet; thence South 09 degrees 45 minutes 22 seconds East 301.48 feet; thence South 72 degrees 30 minutes 17 seconds East 84.43 feet; thence North 56 degrees 58 minutes 21 seconds East 145.41 feet; thence South 30 degrees 59 minutes 29 seconds East 138.39 feet; thence North 85 degrees 34 minutes 55 seconds East 132.24 feet; thence South 78 degrees 14 minutes 02 seconds East 77.29 feet; thence North 60 degrees 00 minutes 01 second East 223.44 feet; thence North 83 degrees 41 minutes 38 seconds East 428.25 feet to the northwesterly line of "Commons Area C" of "Blackwood Ridge at Tanglewood," reference being had to the plat thereof recorded as Document No. A02462508 in the St. Clair County records; thence along said northwesterly line of "Commons Area C" the following courses and distances: North 10 degrees 22 minutes 21 seconds East 173.87 feet; North 06 degrees 38 minutes 21 seconds East 114.35 feet; North 60 degrees 15 minutes 21 seconds East 204.15 feet; North 67 degrees 41 minutes 21 seconds East 163.50 feet; North 25 degrees 51 minutes 21 seconds East 192.65 feet; North 46 degrees 00 minutes 38 seconds East 102.60 feet; North 06 degrees 43 minutes 38 seconds East 125.02 feet; North 50 degrees 33 minutes 38 seconds East 200.68 feet; North 07 degrees 48 minutes 38 seconds East 179.15 feet; North 70 degrees 21 minutes 38 seconds East 131.55 feet; North 75 degrees 52 minutes 23 seconds East 199.35 feet to the northeast corner thereof; thence South 00 degrees 03 minutes 23 seconds East, along the east line of said "Blackwood Ridge at Tanglewood," a distance of 1449.81 feet to the northwest corner of Lot 4 of the "Landholt Tracts," reference being had to the plat thereof recorded in Plat Book 54 on Page 37 of the St. Clair County records; thence continuing South 00 degrees 03 minutes 23 seconds East, along the west line of said Lot 4 of the Landholt Tracts, 175.34 feet to the southwest corner thereof; thence North 88 degrees 59 minutes 48 seconds East, along the south line of said Lot 4 of the Landholt Tracts, 97.75 feet to a point on the east line of Lot 5 of said "Blackwood Ridge at Tanglewood;" thence South 00 degrees 36 minutes 28 seconds East, along the east line of said "Blackwood Ridge at Tanglewood," a distance of 771.46 feet to the northern right of
way line of the "George E Chance Parkway - Part A," as shown by the plat recorded as Document Number A02020537 of the St. Clair County records; thence South 89 degrees 43 minutes 26 seconds West, along said northern right of way line, 151.00 feet to a point; thence exiting said northern right of way line, South 05 degrees 33 minutes 09 seconds West, 119.99 feet to the point of beginning.

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of and enforceable by its future owners, and their heirs, successors and assigns, and to provide a plan enforceable by the Homeowners' Association or Governing Body of said "Tanglewood."

NOW THEREFORE, in consideration of the mutual advantages to accrue to the Declarant, the Homeowners' Association as well as to the future owners of the parcels to be conveyed from the subject premises, there is hereby imposed on each parcel of the subject premises, and the "common ground" or property, the following easements, conditions, restrictions, reservations and limitations, to-wit:

1. AMENDMENT OF EXISTING COVENANTS, CONDITIONS AND RESTRICTIONS. The provisions of the Indenture of Trust and Restrictions for Tanglewood recorded as Document No. 2462513 on July 28, 2015, in the public records of St. Clair County are expressly and fully altered, amended, discontinued and supplemented and are no longer of any force or effect in imposing any conditions, restrictions, reservations or limitations on the lots of Tanglewood.

2. RESTRICTION PERIOD. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date when these covenants are recorded, after which time said covenants shall be
automatically extended for continuing successive periods of thirty (30) years each, unless an instrument signed by the owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. **FULLY PROTECTED RESIDENTIAL AREA.** All lots in this subdivision shall be used exclusively for residential purposes and buildings accessory to the principal residence only. The rendering of commercial services, or the sale or manufacture of products from any structure is prohibited. Only intermittent, casual and irregular professional office-type services may be rendered from any dwelling, and no sign advertising same shall be permitted. Any business or occupation conducted on a lot in Tanglewood must comply with the Ordinances of the Village of Caseyville, Illinois.

4. **ARCHITECTURAL CONTROL AND OPTION TO PURCHASE.** No improvements including, but not limited to exterior remodeling, additions, porches or decks shall be commenced, constructed, placed or altered on any lot or plot until the building plans including plot plans, building locations and specifications, and sufficient description for each allowed type of improvement have been in each instance submitted to the Declarant and in Declarant's sole discretion approved in writing; such approval to cover landscaping, conformity and harmony of the external design of all the improvements with existing structures; specifications and principal exterior materials and color schemes; potential of the proposed improvement to obstruct the views of other lots within reason; the location of the improvement in relation to lot lines, topography and grade; the location and character and method of utilization of all utilities, including water supply and sewage disposal; and the quality of workmanship and materials. Declarant agrees to use reasonable judgment in passing upon such submitted plans and descriptions, but shall not be liable to any person for Declarant's actions in connection with
submitted plans and descriptions. If Declarant fails to approve or disapprove the submitted plans
and descriptions in any instance within thirty (30) days after same have been submitted to him
personally, the approval of Declarant hereunder shall be presumed. A One Hundred Dollar
($100.00) fee shall be paid to Declarant and a Five Hundred Dollar ($500.00) deposit shall be
made with Declarant in order to insure that the obligations set out in Paragraph 3 are complied
with. The Five Hundred Dollar ($500.00) deposit will be refunded at the time the Occupancy
Permit is issued.

The Declarant may, at his option, designate a Committee to be composed of three or
more persons, or in the alternative, in the event that there shall have been formed a Homeowners’
Association, Community Council or Board of Governors, whose purpose shall specifically
include the control of all properties in the area with respect to conformance with the restrictions
and covenants herein created. Declarant may, at his option, assign the control herein set up to
said Homeowners’ Association in lieu of the Committee hereinbefore authorized. In the event a
lot owner elects to resell a lot prior to the commencement of the construction of a residence,
Declarant will have the first option to repurchase it. The lot owner agrees to resell the lot to
Declarant for the purchase price paid for the lot plus the actual costs of any permanent
improvements made to the lot. This option will extend for a period of thirty (30) days,
commencing with the day lot owner has notified Declarant in writing of their intention to resell
the lot. If at the end of thirty (30) days Declarant has not indicated in writing its intention to
exercise its option to repurchase the lot, lot owner is free to resell the lot to the general public. If
Declarant does indicate in writing to lot owner his intent to repurchase the lot, the closing on the
repurchase will be accomplished within sixty (60) days of notification of intention to repurchase.

5. BUILDING LOCATIONS.
a. No building or structure, or any part thereof, may be erected or maintained in the space outside the front building lines shown on the recorded plat.

b. Driveways shall not be constructed nor maintained nearer than five (5) feet from any adjoining lot.

6. **BUILDING SIZE, TYPE OF CONSTRUCTION AND QUALITY.**

a. All building plans, site plans and elevations for houses and accessory buildings shall require the approval of the Declarant in his sole judgment and shall be constructed under the supervision of a qualified contractor.

b. The proposed Contractor has to be approved by Declarant in his sole judgment and needs to supply two (2) like projects, a Certificate of Insurance and all the required licensing, for himself and all sub-contractors.

c. All one story homes must contain square footage, not including garages, porches, breezeways, verandas and terraces which comply with the Village of Caseyville, Illinois Zoning Code.

d. All residences must have an attached garage and carports are prohibited.

e. Accessory buildings shall be no less than 100 square feet and no greater than 900 square feet in size.

f. At least 50% of the total front wall or surface area of each residence shall be of brick or stone or cultured stone unless a variance is approved by Declarant. No underground homes, log homes, or mobile homes permitted.

g. All driveways and parking areas shall be covered with concrete, and such shall be done at the completion of the residential structure on the lot.
h. Each lot owner shall cause the lot to be seeded or sodded with grasses and to be landscaped with a minimum of one (1) approved tree placed 7 feet from curb center of lot and four (4) shrubs at completion of the dwelling structure.

i. Aluminum or vinyl additions or “add-on” rooms are prohibited unless approved by Declarant.

j. Each residential lot owner shall cause to be constructed, in a location designated by Declarant, identical free-standing black cast iron mail boxes. The name, brand and type shall be at the sole discretion of Declarant. Declarant’s decision with regard to the same shall be binding on all lot owners. At the option of Declarant, bulk mailboxes may be allowed in certain areas. Declarant may approve a variance from all of the foregoing requirements in its sole discretion.

7. ACCESSORY BUILDINGS. Appropriate accessory buildings, compatible with the permitted use and style of the dwelling shall be permitted.

Size and materials of any out-building are to be submitted for approval and must be approved by the Declarant in writing prior to its construction.

No accessory building is allowed before the primary residence is constructed and completed, and no such building shall be used or occupied for commercial or industrial use. An accessory building may be used for lawful storage of business tools, supplies, equipment or materials provided they are kept in an enclosed accessory building.

Only one accessory building is allowed per lot; however gazebos and bath houses shall be excluded in calculating this limitation as to number of accessory buildings.

All accessory buildings shall be of a complimentary nature to the residential building, shall be behind the residential building and shall not substantially block the immediate neighbors' view.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any person dwell in any structure which is not 100% completed, (excluding landscaping) and prior to receiving an occupancy permit from the Village of Caseyville.

All structures will be completed within one (1) year of start of construction.

9. **FENCES, WALLS AND LANDSCAPING.** Fences, walls, or like structures, cannot be constructed or built in front of the point which is ten (10) feet in front of the back edge of the residence, except decorative fences which do not enclose an area. None of the aforementioned structures shall substantially block the immediate neighbors' view. Fences shall be set back a minimum of two (2) feet from the property line unless the Village of Caseyville, Illinois requires more set back by municipal ordinance. The location, construction and height of fences shall in any event comply with all ordinances of the Village of Caseyville, Illinois.

Fences, walls or other obstructions may not block off easements including utility easements.

No fence, unless approved by the Declarant, in writing, shall be erected or maintained, in the subdivision. All fences shall be of a quality and design compatible with the general decor of the subdivision. The owners shall not be entitled to recover any damages or indemnity caused by the removal of offending fences which violate these restrictions, or damages ensuing therefrom. No permanent fence or retaining wall shall be constructed or erected within any easements and/or utility property easement unless approved by Declarant. In any event, the removal of such fence for maintenance or other purpose, removal and/or replacement of such fence or other
improvement shall be the responsibility of the property owner. However, in the event of removal of any hedge, shrub, fence, or like structures which violate these restrictions there shall be no liability accrued by those properly authorized to make such removal and no right for damages shall accrue to the property owner as a result of the aforesaid removal.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Utilities include but are not limited to electric, water, sewer, gas, telephone and cable television (if applicable). Within these easements the Declarant reserves the exclusive control of all the easements to be used for public utilities, sewers and drainage purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. DRAINAGE. Nothing shall be done on said lots to constitute an interference with surface water run off or rain water drainage from an adjacent lot so as to interfere with proper drainage of any part of the subdivision as shown on the improvement plans, without prior approval of the subdividers and the Village of Caseyville, Illinois. All lots shall be so graded and sloped so that a drainage course shall be along the side property lines, equally spaced on both adjoining lots. Each lot owner shall at the time of improving his lot construct and continue
thereafter to maintain a drainage swale at the side and back perimeter of his lot sufficient to prevent drainage of storm water onto the real estate bordering his property.

12. EARTH REMOVAL. No sod or earth may be removed from Tanglewood without the written consent of the Declarant. If consent is not given, the earth or sod removed from any lot must be available for use by the Declarant in the development of Tanglewood or any further additions thereto. The expense of transporting the earth or sod to a useable location will be the expense of the lot owner.

13. RESUBDIVISION. No grantee, or any assigns, shall further subdivide any lot in any way except with the express written permission of the Declarant and the Village of Caseyville, Illinois.

14. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any lot be used for storage of wrecked, junked, or permanently disabled automobiles or trucks, or automobiles or trucks which are not currently licensed or for keeping and storing anything that may make the property unsightly. Any accumulation of trash or the failure to cut grass and weeds as required shall constitute a nuisance.

No vehicles of any kind shall be parked in driveways on a daily basis for continuous storage. A vehicle parked in a driveway for three (3) days without being used will be considered a “stored vehicle.”

All garage doors shall be kept closed except when it is necessary to have them open for entry into or out of the garage.
No vacant lot is to be used for a parking lot. No commercial vehicles or equipment, including, but not limited to, gas or oil trucks, dump trucks, trailers, trucks (except small pick-up trucks less than one ton in size), tractors (except tractors under 30 horsepower), etc., shall be parked in the driveway of residences for overnight or daily storage.

No recreational vehicles, campers, trailers or boats shall be parked or stored outside the residential garage or accessory building for more than seven (7) days in any calendar year.

15. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet advertising the property for sale or for rent, or for use by the builder to advertise the property during construction.

16. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Such pets shall not be permitted to run at large or constitute a nuisance to other property owners in the subdivision as a result of the noise they cause or their excretions. No dog houses or kennels are permitted.

17. **GARBAGE AND REFUSE DISPOSAL, WEEDS.** There shall not be permitted any accumulation of trash, garbage, or other debris on a lot. All trash, garbage and other debris shall be stored in closed refuse containers in such manner that the storage is not conducive to the attraction or breeding of insects, rodents, or vermin. All refuse and/or waste shall be disposed of on a weekly basis at a minimum. Declarant reserves the right, at his option, to designate the individual or corporate trash hauling service for Tanglewood along with the right to modify, change, negotiate or terminate trash hauling services to Tanglewood. Seller will not be responsible for any charges to Tanglewood for trash hauling services. When the common areas
are transferred to the Homeowners' Association, the Homeowners' Association will assume the foregoing responsibility.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material.

No weeds exceeding eight (8) inches in height shall be allowed on any site sold, such violation of same thereby causing the Declarant to arrange mowing of said weeds or brush, which expense the lot owner shall pay. This charge may be added to the assessment when made for that year and become a lien upon the property.

No refuse, garbage, cans or bottles, or any deleterious material whatsoever, shall be thrown or deposited into any lake, creek or pond.

18. MAINTENANCE OF LAWN, LAND, ETC. The land and all improvements shall be maintained by the owner of any parcel, in good condition and repair. All lawns are to be kept properly cut and trimmed, not to exceed five (5) inches in height.

NO HUNTING ON GROUNDS on land sold by Declarant, except for damaging animals or rodents, according to control to be determined by the Declarant.

No tree cutting beyond five (5) inch diameter, said tree to be measured six (6) inches above ground (except with written permission of Declarant).

Any grading of the parcel that the grantee shall undertake shall be in accordance with established and recognized landscaping and/or engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarant is herewith held harmless from any and all consequences to adjacent parcels and such owner or occupant disturbing or changing any grade shall be considered as
having violated this Declaration. In the event that dirt is removed in constructing a driveway and/or lane, the dirt must be removed from the lot or used so as not to interfere with surface drainage as established above, or for terracing immediately adjacent to the foundation of the house only.

Parcel owners in Tanglewood may not cut down or harvest the trees on their parcel to the extent that it has the effect of clearing in excess of 85% of the land area of any parcel. The intention of this paragraph being to promote the natural aesthetics by maintaining wooded areas on 15% of the land area of all parcels.

19. BICYCLES AND OTHER VEHICLES. No bicycles, carriages, or other vehicles shall be upon the common ground or outside the residential units of the owner thereof, except when in use and except for automobiles parked in areas designated therefor.

20. NOXIOUS, OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on upon any parcel, nor shall anything be done thereon which may be, or become an annoyance or a nuisance to the occupants of the other parcels. Noise emanating from any use shall not be of such volume or frequency as to be unreasonably offensive at or beyond the property line. Unreasonably offensive noises, due to intermittence, beat frequency, or shrillness, shall be muffled so as not to become a nuisance to adjacent property owners.

No noxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air, or across the boundaries of any lot in such concentrations as to be detrimental to or endanger the public health, safety, comfort, or welfare or to cause injury to person or damage to property.

21. SWIMMING POOLS. No public or private swimming pool shall be located in any front yard or side yard nor closer than fifteen (15) feet to any interior lot line. All pools must be
of permanent structure, built below grade level. Portable bubble-type enclosures or other temporary enclosures over swimming pools (not traditional covers) are forbidden except with the written permission of Declarant.

22. SATELLITE DISHES, SOLAR PANELS, WINDOW AIR CONDITIONERS AND ANTENNAE.

a. No satellite dishes larger than twenty inches in diameter may be placed on any lot. The location of satellite dishes smaller than twenty inches in diameter must be approved by Declarant and Tanglewood Homeowner's Association.

b. No television or radio antennae are allowed on top of any buildings or elsewhere on the lot.

c. No solar panels may be placed on any lot without permission of Declarant.

d. No window unit air conditioners are permitted.

23. FUEL STORAGE. Flammable fuels such as gas, including L.P. gas, and oil may only be stored upon the lots in appropriate, safe tanks buried below the surface of the ground. This section is not intended to preclude the storage of less than ten (10) gallons of gasoline or diesel fuel in proper containers for private use.

24. 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.

25. MINERAL RIGHTS. The rights to all gas, oil or minerals underlying the lots and streets in this subdivision are reserved to the Seller.
26. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and twelve (12) feet above the established street grade 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 lines extended. A fifteen (15) foot sight line shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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. Fences or other structures installed or vegetation planted at street intersections shall comply with the open space requirements of the Village of Caseyville, Illinois Subdivision Code and Zoning Ordinance.

27. USE OF COMMON GROUND. Declarant or his assigns such as a Community Council or Homeowners' Association accepts no liability or responsibility for any injury or losses resulting from the use of the common grounds by anyone. Homeowners accept and assume the risk of using the common property.

Persons using any common property which abuts homeowners' yards shall not loiter. The common property abutting and adjacent to yards is to be used only for casual, temporary or intermittent ingress and egress; however, loitering or any activity that would cause any prolonged used of those common areas are forbidden. The purpose of this paragraph is to forbid any prolonged activity of any nature on the common property which is in close proximity to a homeowner's yard.
After Declarant deeds any common ground to the Homeowner's Association, there will be no continuing responsibility of the Declarant for the maintenance, design or any liability whatsoever in connection with the common ground. Declarant specifically disclaims any expressed or implied warranty in connection with the design, construction or maintenance of the common ground, including a warranty of habitability or suitability for a particular purpose.

28. **LIGHTING CONTROLS.** Any light used for the illumination of signs, parking areas, swimming pools or for any other purpose, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Style and design must be approved by the Declarant.

29. **HOMEOWNERS' ASSOCIATION.**

a. Whenever the phrase "Homeowners' Association" is used herein, same shall be defined as the not-for-profit corporation to be formed under the laws of the State of Illinois, for the purposes of assuming the rights and liabilities delegated the same in this document, said corporation to be known as "TANGLEWOOD HOMEOWNERS' ASSOCIATION", if permitted by law, and if not so permitted, then another appropriate name as may be used. Said not-for-profit corporation, or its successors, shall be the sole entity exercising the powers of, and assuming the duties of the "Homeowners' Association" as that phrase is herein used.

b. Each parcel, sold and unsold, of the subject premises automatically constitutes one vote in all matters of voting. In determining the number of votes entitled to be counted in member votes taken by the Homeowners' Association, each parcel of the subject premises constitutes one vote. All parcel owners are automatically members of the Homeowners' Association. If any parcel is held by co-owners, they shall delegate among themselves the party
who shall exercise the vote of said parcel before the Homeowners' Association, and they shall further certify the name of said party to the Homeowners' Association.

c. Until the sale of 75% of the lots in Tanglewood, Declarant will have the authority to make rules and regulations concerning the use, maintenance, possession and enforcement of all common property and landscaping easements.

After the sale of 30% of the lots in Tanglewood, the succeeding Tanglewood Homeowners' Association shall make such rules and regulations and appropriate by-laws as are deemed necessary subject to approval of a majority of the Homeowners.

30. ASSESSMENT.

a. There are areas within the subdivision which are common ground to be transferred by Declarant to a Homeowners' Association, community council or a like organization which is to be controlled by the lot owners of the subdivision.

b. Annual Assessments will be levied on January 1st of each year beginning January 1, 2017, and the same shall be due and payable on the date of a buyer's closing of his purchase of a lot, pro-rated from the date of closing to December 31st. Assessments will be due and owing to the Homeowners' Association or like organization, and unpaid assessments will draw interest from the date it is first overdue at the highest legal rate permitted under the laws of the State of Illinois.

c. In determining the amount of the subsequent annual assessment, there shall also be included in said assessments, sufficient sums to pay the various costs and expenses of the Homeowners' Association, including but not limited to fees, salaries, equipment, rentals, and supplies. Said costs and expenses need not relate to road maintenance or improvements, and
may be incurred for any legitimate purpose for which the Homeowners' Association was created. Examples of expenses to be paid out of said assessment are as follows: e.g. Maintenance of all common grounds, cul de sac, lake frontage, landscaping easements, etc., insurance and taxes for the common grounds, and trash pick-up, if any.

d. Until the Homeowners' Association is organized, the Declarant, and after organized, the Homeowners' Association and the Declarant shall determine the amount of each assessment.

e. Each assessment shall constitute a lien on each assessed parcel, and each assessment shall be paid within thirty (30) days of assessment, or within thirty (30) days of assessment due date as determined by the Declarant or the Homeowner's Association. If an assessment is not paid within thirty (30) days of said assessment due date, the Declarant (or Homeowners' Association, if organized) shall have the right to:

   i. Record a Statement of Lien with the Recorder of Deeds of St. Clair County, Illinois, and

   ii. Institute suit against owners for all amounts due, and

   iii. Foreclosure upon the lien as in the case of other liens.

f. If the Homeowners' Association fails to pursue the collection of any assessment after a reasonable time, then any other party having an interest in the subject premises or any parcel may do the same for the benefit of the Homeowners' Association.

Assessments are to provide the funds necessary to make all payments and defray all costs, which may be incurred for the benefit of the property owners in said Subdivision.

Declarant has no obligation or duty to fund reserve accounts or collect from Lot owners funds in order to fund reserve accounts for the benefit of the property owners, Homeowners' Association or common grounds. The Lot owners and Homeowners' Association agree to
indemnify Declarant from all expenses, including attorneys' fees, for any claim brought against
Declarant or any developer of Tanglewood for failure to do so.

g. In case any assessment is not paid when due, then, in addition to the amount of said
assessment and interest thereon, all costs, attorneys' fees and expenses of whatever kind incident
to enforcing and collecting said assessment, shall also be a lien upon the lot involved and
enforceable as such.

31. COMMON GROUND.

a. All of the property that shall be set aside by the Declarant as the "Common Ground",
shall be held subject to the covenants, agreements, easements and restrictions set forth in this
Declaration, to be and remain in effect until such time as amended, modified or revoked in
accordance with the provisions of this Declaration.

b. The areas designated in the plat of Tanglewood, filed in the office of the Recorder of
Deeds for St. Clair County, Illinois, as Common Areas, shall not be deemed to be dedicated by
the Declaration for use by the general public but shall be deemed to be dedicated to the common
use and enjoyment of the Homeowners in Tanglewood, their families and guests, and to the use
and enjoyment of those persons only in accordance with the provisions of the Declaration.

c. Declarant reserves the right to add improvements and fixtures upon the Common
Area. Declarant further reserves the right to approve or disapprove any plans for improvements
to be made upon the Common Areas by the Homeowners' Association or by any parcel owner,
and no improvement shall he commenced without consent in writing from Declarant.

d. Declarant reserves the right to confer upon the owners of any property subdivided or
developed by Declarant contiguous to Tanglewood the right to go upon and use the Common
Areas of Tanglewood. Such rights may be conferred only if the persons given such rights and their property are subject to easements, covenant, conditions, restrictions, reservations, and limitations substantially similar to those imposed on owners of and property in Tanglewood by the Declaration. Declarant's power to confer such shall be exclusive for 20 years, and thereafter shall be concurrent with the Homeowners' Association's power to confer such rights in accordance with its Articles of Incorporation.

e. Declarant will shape and rock any original walking paths (if applicable) on the common grounds; however, Declarant is not obligated to maintain or construct any further or future improvements on any such walking paths or common ground.

f. The Homeowners and Homeowners' Association will accept a deed to the common grounds and all the responsibilities set out in this Declaration in connection with said common grounds at such time as the Declarant in his sole judgment deems it appropriate to convey the common grounds to them. Said conveyance will not be later than the sale of 75% of the lots in Tanglewood. Declarant may transfer whatever portion of the common grounds that it determines to the Village of Caseyville provided the Village agrees to accept the common grounds subject to these restrictions.

32. ENFORCEMENT OF COVENANTS. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision, including the Declarant, to institute proceedings at law or in equity to enforce the provisions of these covenants and restrictions to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney fees, for such violation. No failure on the part of any such person,
grantor or Declarant, to enforce any covenants immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

33. ENFORCEMENT. Any person possessing an interest in any parcel on the subject premises shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein in a lawful manner.

In consideration of the sale of any parcel in this development, the purchaser and all subsequent owners of title to any plot agree to hold the Declarant harmless from any and all claim for damages or alleged damages, of any nature whatsoever, caused by any owners, renters, occupants, or anyone.

The Homeowners' Association, as agent of the property owners, under an irrevocable agency, coupled with an interest, is also vested with the right, in its own behalf, and in behalf of all owners and parties interested in the subject premises, to enforce all of the easements, conditions, restrictions, reservations and limitations herein contained.

Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this agreement, in addition to any other relief granted by law, said party's reasonable attorney fees, court costs, witness fees, deposition fees, investigation fees and surveying fees, provided, however, in no event shall the Declarant be responsible for the payment of the foregoing fees and costs.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.
34. **VACATION OF PLAT.** The Declarant reserves the right, and it is covenanted and agreed that the Declarant may vacate any of the recorded plat so long as the right, title and interest in and to the lands in said portion of said plat to be vacated is owned by the Declarant.

35. **SEVERABILITY.** Invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

36. **DECLARANT'S RIGHTS ASSIGNABLE.** All of the rights of the Declarant, herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, shall be freely assignable, and any assignee shall succeed to all of the rights of any assignor thereof.

37. **COVENANTS RUNNING WITH LAND.** All of the provisions of this document are covenants running with the land at law, as well as in equity, and are binding upon, and inure to the benefit of, the heirs, successors and assigns of:

   a. The Declarant, and

   b. All present and future persons owning or having an interest in any portion of the premises, and

   c. The Homeowners' Association.

38. **MODIFICATION, AMENDMENT OR ELIMINATION.** These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

   a. While the Declarant has retained ownership of any portion of the subject premises by majority affirmative votes of the property owners, including an affirmative vote of the Declarant,
until seventy five percent (75%) of the subject parcels are sold, and subsequent thereto, by unanimous affirmative votes of the property owners, including those of the Declarant.

b. Thereafter, when the Declarant, or his assigns, heirs or successors, has conveyed the last parcel of the subject premises, by the affirmative vote of at least three-fourths of the voting membership of the Homeowners' Association.

The provisions of this document shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Declarant and Homeowners' Association, and all present and future persons or parties owning an interest or having an interest in any portion of the subject premises, as platted. Whenever the phrase "Homeowners' Association" is used herein, same shall apply to the successor, by merger or otherwise, of same.

IN WITNESS WHEREOF, Forest Lakes Acquisition, LLC, has hereunto executed this Declaration of Covenants, Conditions and Restrictions this 15\textsuperscript{th} day of August, 2016.

FOREST LAKES ACQUISITION, LLC

By: Jacob F Watters, Managing Member

STATE OF ILLINOIS  )
COUNTY OF  ) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Jacob F Watters 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 has signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 15\textsuperscript{th} day of August, 2016.

NOTARY PUBLIC
Exhibit A Property:
See attachment herein