DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLA VALLEY AT TANGLEWOOD

KNOW ALL MEN BY THESE PRESENTS, that whereas FORREST LAKES
ACQUISITIONS, LLC, an Illinois limited liability Corporation is the owner of the following
described real estate and Declarant herein, to-wit:

Lots 1 through 23 of “VILLA VALLEY AT TANGLEWOOD”, a subdivision of
Part of the Northeast Quarter of Section 8 and U.S. Survey 785, Township 2
North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois,
reference being had to the plat thereof recorded July 28, 2015, as Document No.
A02462507 in the Recorder’s Office of St. Clair County, Illinois.

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to
accrue to the undersigned by reason of the Covenants, Conditions and Restrictions imposed upon
said real estate as hereinafter set forth, and as part of a plan for the use, improvement,
development, sale and purchase of said real estate, the undersigned do hereby stipulate, agree
and declare that they, their successors and assigns, do hereby subject and bind the aforesaid real
estate to the following covenants, conditions and restrictions, and do hold each and every lot
above described (“Lot”), or portion thereof, for use and sale, subject to the following covenants,
conditions and restrictions and do declare that no Lot or Lots, or portion thereof, shall be sold,
used or conveyed by them, their heirs, executors, administrators, successors or assigns, except
subject to the following covenants, conditions and restrictions, whether expressly stated in the
Deed of conveyance or not, to-wit:
Villa Valley at Tanglewood (also referred to herein as “Villas of Tanglewood” and/or “the Villas”) is an active 55+ adult community, which is intended specifically for the housing of persons 55 years of age or older. At least one occupant in each Villa must be 55 or older, and no one under the age of 18 can live in the community on a permanent basis. The Developer or its designee shall establish rules, regulations, policies, and procedures for the purpose of assuring that the foregoing requirements of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a Villa by any person(s) who would thereby create a violation of the aforesaid requirements of adult occupancy. Permanent occupancy or Villas of Tanglewood may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Developer or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a Villa. This community meets the standards set forth and established under the guidelines of the Housing for Older Persons Act of 1995 (“HOPA”). HOPA was adopted to clarify the Fair Housing Act exception for qualifying senior housing. It is the intent to comply with the Federal Fair Housing Act and any other applicable federal or state law or regulation as amended from time to time thereafter, collectively, the “Act”, which allows the Declarant or its Designee to restrict the occupancy of the Lots and Villas based on familial status provided certain criteria are met.

1. **TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants, Conditions and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, until August 17, 2046, at which time said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of thirty (30) years, unless an instrument signed
by the Owners of 75% of the lots in Villa Valley at Tanglewood has been recorded, agreeing to change said Covenants, Conditions and Restrictions in whole or in part. Until the last lot in Villas of Tanglewood is sold by the undersigned these Covenants, Conditions and Restrictions may be rescinded or amended by the undersigned. If the parties hereto, or any of them, or their heirs, successors, personal representatives, or assigns shall violate or attempt to violate any of the Covenants, Conditions and Restrictions, herein, it shall be lawful, and power and authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants, Conditions and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney’s fees incurred in such proceedings. Invalidation of any of one of these Covenants, Conditions or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. **LAND USE AND BUILDING TYPE.** All Lots shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one of the following:

1) two attached single-family dwellings (“Villa”); or

2) two detached single-family dwellings (each considered a “Villa”); or

3) a single family dwelling (“Villa”).
No Villa shall exceed two stories in height, excluding the basement, and must include an attached garage capable of housing two (2), but not more than three (3) automobiles.

All dwellings shall be uniform throughout. Declarant and the Architectural Control Committee reserve the right to approve or disapprove any dwelling (Villa) plans to assure uniformity of look throughout the Villas. Any lot may be used for roadways or access to additional property if needed for development purposes or dedicated as common ground.

3. BUILDING LOCATION. No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer to side lot line than permitted by the City of Caseyville, Illinois zoning requirements other than variances approved by the Village of Caseyville, Illinois. For purposes of these Covenants, Conditions and Restrictions, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established, which shall initially be comprised of Jacob Watters, Russell Watters and Joe Koppeis, (hereinafter call the "Architectural Committee"). The following documents shall be submitted to the Architectural Committee along with any other documents reasonably required by the Architectural Committee, for approval prior to the commencement of any site preparation or construction on any Lot, to-wit:
A. Floor Plans for Attached and Detached Villas;
B. Front, sides and rear elevations;
C. Exterior materials and color selections that are uniform;
D. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot;

The Architectural Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants, Conditions and Restrictions. The Architectural Committee shall serve without pay, and, in discharging the duties imposed upon it hereunder, is hereby granted an easement prior to and during the construction of any structure, to enter upon any Lot in the Villas, and will not be deemed to be trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Committee shall be held personally liable for any negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Committee shall hold office until all Lots in the Villas at Tanglewood are sold. In case of the death, disability or resignation of any initial member of the Architectural Committee, Developer, its successors, and assigns, shall have the right to name the members of the Architectural Committee until all of the Lots in the Villas of Tanglewood are sold.
Commencing with the sale of the last lot in the Villas, the Homeowners Association hereinbelow described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one-year terms, and one member for a two-year term. At subsequent meetings of the Homeowners Association, new members of the Architectural Committee shall be elected for two-year terms, to replace the member or members of the Architectural Committee whose terms have expired. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Committee who fails to remain in office, until a successor is elected.

5. DWELLING SIZE AND MISCELLANEOUS. No Villa shall be permitted, on any Lot, which has less than 1400 square feet of livable floor space on the ground floor, excluding garages, any space below ground level, and open porches and balconies. The character and design of garages must conform to the character and design of the dwelling structure.

No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house. Exterior satellite dishes may not exceed one meter in diameter and shall be mounted on the rear of the building. No window or wall air conditioning units are permitted.

The Architectural Committee shall have absolute discretion as to the location of, and to approve or disapprove the installation or construction of, any recreational construction or apparatus or swimming pools. Any pools must be in-
ground pools fitting within the confines of any easements and building lines of the backyard with an approved fence pursuant to these Covenants, Conditions and Restrictions. No pools or recreational apparatus may be constructed, placed, or installed without the approval of the Architectural Committee.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn or basement on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, vans, motor homes, boats, boat trailers, motorcycles or recreational vehicles will be permitted to be stored outside the dwelling (Villa) or garage on any Lot.

No on-street parking is allowed for any vehicle. Any exterior parking area will be restricted to operable, automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee.
Any and all mechanical work or vehicle maintenance will be performed in the garage of each residence.

No structure of any kind shall be allowed on any Lot, except the dwelling (Villa), attached garage, and any storage buildings that have been approved by the Architectural Committee. Nothing shall be stored in the open, outside said dwelling, garage, or storage building with the exception of neatly stacked firewood, for use in the residence on that Lot, except during the period of construction of the dwelling (Villa). It is the intent that, among other things, by way of example and not by way of limitation, no garbage cans, or visible clotheslines shall be allowed outside the confines of any approved structure.

No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-Frame design, modular, split foyer, or mobile homes are allowed. All fronts of all structures to be 100% masonry (i.e., brick, natural stone or a combination thereof) approved by the Architectural Committee, with the exception of gables. The balance of the exterior walls shall be fully enclosed and finished including by way of example and not by way of limitation, all soffit, undereave, overhead and porch ceilings. All garage interiors must be finished and painted.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner, and shall be subject to approval of the Architectural Committee. Such lighting must be attached to the approved structure it serves. Installation of additional light poles will not be approved. A
reasonable number of building and religious lights, signs or decoration may be
displayed on a lot for up to 30 days prior to and after a public or religious observation.

All roofs shall be 6-12 pitch minimum and shall be covered with architectural grade shingles or better. All roofs to be constructed of fiberglass or asphalt shingles.

No retail business of any kind shall be permitted in the Villas of Tanglewood, nor any other business except home offices not open to the public, which are permitted under the applicable zoning ordinances.

The occupied unitsshall be occupied by at least one person who is 55 years of age or older.

No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a dwelling (Villa) along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over forty two (42 inches) inches in height shall be allowed on any Lot, nor shall any wall, fence or fences be located closer than one foot to any Lot line, except Declarant may install fence along any common areas where deemed appropriate. All fences and fencing shall be professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, vinyl, or other metal wall, fence or fencing shall be permitted. All walls, fences and fencing must be submitted to, and approved by the Architectural Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after
60 days’ notice, such walls, fencing and fencing may be removed by the Homeowners Association and the cost thereof billed to the Lot or Villa Owner, as the case may be. No arbor, trellis, gazebo, pergola (or similar item), awning, fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Declarant or Homeowners Association. Permission must be secured from the Declarant or Home Owners Association prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Declarant or Home Owners Association.

The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

Window air-conditioners are prohibited and only central air conditioners are permitted.

Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

The Declarant and Homeowners Association reserve the right to establish such other reasonable Rules and Regulations covering the utilization of Lots by the Owners in order to maintain the aesthetic qualities of the Villas of Tanglewood, all of which apply equally to all of the parties in the Villas of
Tanglewood. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these Covenants, Conditions and Restrictions.

The Homeowners Association shall, at all times it is in existence, carry property, casualty, and general liability insurance covering all common areas in form and amount reasonable and customary for the area.

All Lot and Villa owners are required to carry property, casualty, and general liability insurance for all Lots and/or Villas owned by such owners. Such coverages shall be in form and amount acceptable to the Homeowners' Association, which acceptance shall not unreasonably be withheld. All Lot and Villa owners shall produce a certificate of insurance upon request of the Homeowners Association, but at least annually, documenting proof of the insurance required by this paragraph. If any such owner fails to provide such proof, the Homeowners Association is hereby irrevocably authorized and appointed, but not required, by such owner, to procure sufficient coverages as
required by this paragraph, and to charge any amount paid by the Homeowners Association as an additional special assessment against all Lots and/or Villas owned by such owner, which special assessment may be enforced in the same manner as any other assessment authorized by these Convenants, Conditions and Restrictions.

Each Lot owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of Villa Valley at Tanglewood.

All yard lights and mailboxes, and the location, shall be approved in advance by the Architectural Committee, and of the design and construction approved for the first Villa constructed in the Subdivision.

6. **ASSESSMENTS.** Annual and/or special assessments may be established or levied against each Villa and its owners for snow removal of all driveways and sidewalks, maintenance of yard, mowing, turf maintenance, fertilizing, tree plantings, entrance landscaping, berms, drainage, sprinkler and irrigations systems, watering lawns, and entrance improvements, or any other amenities or common areas in the Villas of Tanglewood for the use of the Villa owners, and for any other duties, powers, and responsibilities of the Declarant, Homeowners Association or Architectural Committee established by these Covenants, Conditions and Restrictions or as established by the Declarant or Homeowners Association. Annual assessments of two assessments per Lot, (initially up to $125.00 per month per assessment), shall be established by the Declarant or a majority vote of the members of the Homeowners Association, once established. Each Villa owner shall have one vote to be cast in the aggregate or in the fractions
as agreed by and between the owners after January 1 of each calendar year. The amount of each such assessment shall be established by reference to the bills for the year past and unless approved by the Declarant or a two-thirds majority vote of the Homeowners Association. The amount of the assessment shall be allocated between the owners of those Villas that have been sold by the Declarant and apportioned equally between them. Special assessments shall be established as determined by the Declarant or Homeowners Association. Additionally, Villa owners shall have the obligations and privileges for participating in the established Homeowners Association of the Villas of Tanglewood.

Any unpaid assessment against a Villa shall be the personal obligation of each owner of that Villa at the time of assessment, jointly and severally and shall also become a lien against that Villa upon filing of a notice thereof in the Recorder’s Office of St. Clair County, Illinois. Any purchaser, lender or title company shall have the right to rely upon any statement or assurance by any officer of the Declarant or Homeowners Association of the amount of and payment status of any such assessment or lien. The lien for dues and assessments created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Villa, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Villa or Villas.

The Declarant or the Homeowners Association, (once established), shall have the right to set, levy and collect assessments as provided above and in furtherance of said authority it shall have the authority to engage collection
agencies and/or attorneys for the purpose of collecting any amount that is more than thirty (30) days past due. In the event collection by agency or attorney is initiated, the building area owner who is delinquent in payment shall be liable and responsible for all attorney’s fees, costs and expense with expenses to include an agency costs or fees. Attorney’s fees may at the discretion of the Declarant or Homeowners Association, be fixed in amount, hourly or contingent.

7. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that each Villa may house up to two (2) total dogs and/or cats. No pets of any kind will be allowed to be maintained for any commercial purpose. All household pets must be on a leash when outside in unfenced areas. No pets shall be permanently leashed or fenced outside (house pets only).

8. CONSTRUCTION OF RESIDENCES. MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any Villa or Lot, any littering or damage to the public and private roadways and easements in the Villas of Tanglewood, and any cleanup of them, shall be the responsibility of the Owner of any Lot upon which such work is being performed.

The burning of any material outside of any dwelling house shall be prohibited except for exterior patio fireplaces/pits.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one Lot to another without erosion or damage. Under no circumstances shall the Owner of any Lot or parcel of land in the Villas of Tanglewood alter the topographic conditions of said Owner’s property in any
way that will permit or cause additional quantities of water to flow from or across said Owner’s property and onto any adjoining property or public right of way. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent Lot without the need for retaining walls. Gutter down spout run-off water may be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. Major changes to landscaping, as determined by the Architectural Committee, must be approved by the Architectural Committee.

9. GARBAGE SOLID WASTE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

To maintain the Subdivision in a clean and sanitary condition and to minimize heavy commercial traffic within the Subdivision, garbage and trash service shall be provided by Declarant or Declarant’s designee, and the charges therefore shall be paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner’s dwelling (Villa). Owner acknowledges that garbage and trash service is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. Declarant reserves the right to require all Owners to participate in a curbside recycling program if and when one is instituted.
Prior to being placed curbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view.

Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by the Declarant and placed curbside no earlier than the day before scheduled pick-up.

10. SPRINKLERS FOR LAWNS

The sprinkler system providing water to the front and side lawns of all the Villa lots shall be installed by the Declarant herein and shall be maintained by the Declarant until such time as the Homeowners Association is established and at such time the sprinkler system shall thereafter be maintained by the Homeowners Association. The water provided from such system is suitable for lawn maintenance purposes only and the water from such system cannot be used for human or pet consumption, bathing, washing, car washing or any other use except lawn maintenance. Owners covenant to ensure that no one uses sprinkler water for any non-lawn maintenance purpose.

Operation of the Sprinkler System. The water distribution system is not a water on demand system. Upon purchasing a Villa, Owner will receive a schedule of dates and times during which sprinkler water service will be available for the Villa site (“Sprinkler Water Service Schedule”). The Sprinkler Water Service Schedule shall continue unaltered until such time as
Owner is notified of changes to the Sprinkler Water Service Schedule. The Sprinkler Water Service Schedule shall be determined solely by Declarant and subsequently by the Homeowners Association based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted. The cost of the system maintenance and water bills each month shall be borne by the Homeowners Association and be paid from the general assessments collected by the Homeowners Association. There will be a separate water meter system established for the sole purpose of this system in the name of the Homeowners Association.

11. SIGNS. No signs of any kind shall be displayed to the public view on any Lot, except signs used by a developer/builder to advertise the property during construction and sale of Lots and residences, or signs used by the undersigned to identify the Villas of Tanglewood, and to advertise sales of Lots and residences in the Villas of Tanglewood. Any such sign for sale or rent shall be no larger than twelve (12) inches wide and twelve (12) inches high. All signs as described herein, are subject to Architectural Committee review and approval and the Architectural Committee shall have the authority to approve or disapprove any such sign. Lawn ornaments are prohibited, except for seasonal displays not exceeding a thirty (30) day duration.

12. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of Villa Valley at Tanglewood. No building or
any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot Owner or Villa Owner, as the case may be.

13. **HOMEOWNERS ASSOCIATION.** A Homeowners Association shall be established as a general not for profit corporation and shall be vested with all the powers, duties and responsibilities of the “Homeowners Association” set out in these Covenants, Conditions and Restrictions and provided by law. Said corporation shall be known as “Villas of Tanglewood Homeowners Association” if permitted by law, and if not so permitted, then another appropriate name may be used.

Villa Valley at Tanglewood is an active 55+ community which is intended specifically for the housing of persons 55 years of age or older.

It is the duty of the Homeowners Association through by laws to publish and adhere to policies and procedures that demonstrate the intent that the Villas of Tanglewood be and remain an active 55 and over adult community. It is the duty of the Homeowners Association to verify by ensuring that at least one occupant of each Villa is 55 years of age or older, and that no person under the age of 18 permanently resides in the Villas of Tanglewood.

The Homeowners Association will be responsible for maintenance, including mowing front, side and rear lawns, yearly fertilizing, pruning and trimming of such lawns and landscaping installed on the lots as part of construction and for maintenance of the Entrances and Boulevard Landscaping.
and maintenance and repair commons property deeded to and adjacent to the Villas of Tanglewood. The lot owner and Villa owner shall be responsible for the upkeep, pruning and trimming of any exterior landscaping the Lot or Villa Owner place on the lot in keeping with the general landscaping and pruning in the Villas, keeping said area clean and neat and properly maintained. Should an owner of a Villa elect to install an approved fence or pool with a fence then the Owner shall be responsible for the lawn maintenance within the fenced in area and shall maintain such lawn in a way consistent with the overall lawn maintenance throughout the Villas of Tanglewood.

Should the Lot owner and Villa owner purchase a single attached Villa on a Lot in Villas of Tanglewood, then any such owner will be responsible for the payment of two monthly assessments as if there are two Villas located on the lot.

The Homeowners Association is responsible for enforcement of these Covenants, Conditions and Restrictions, and for the initial establishment and collection of assessments. The Homeowners Association shall have the right and duty to assess fees to cover the cost of the aforesaid maintenance or other improvements to the common property. The Homeowners Association shall have the right and duty to file liens against Villa Owners for non-payment of fees. Fees for maintenance shall be assessed only upon completion and sale and/or occupancy of each home.

The Declarant shall appoint the initial three directors of the Homeowners Association who shall administer the Homeowners Association until the election at the first annual meeting of members. Said members shall be held on date fixed
by the Declarant no later than the earlier of a) four years from the date of recording of these Covenants, Conditions and Restrictions or b) 60 days from the date when 75% of the lots have been conveyed by the Declarant.

14. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TANGLEWOOD.

In addition to these Covenants, Conditions, and Restrictions, Lots are also subject to the Declaration of Covenants, Conditions, and Restrictions of Tanglewood dated August 15, 2016, and filed for record on August 17, 2016, as Document A02505964 in the Recorder's Office of St. Clair County, Illinois. To the extent any conflict exists between these Covenants, Conditions, and Restrictions and the Tanglewood Covenants, Conditions, and Restrictions (hereinafter "Tanglewood Covenants, Conditions, and Restrictions"), this document shall control, provided however, and without limitation, all dues and/or assessments levied by the Tanglewood Homeowners Association shall be applicable to the Villas of Tanglewood, and shall be in addition to all dues and assessments levied by the Homeowner's Association established hereunder. For purposes of Tanglewood dues and assessments, each Villa shall be considered a "Lot" as referred to in the Tanglewood Covenants, Conditions, and Restrictions.

15. ENFORCEMENT.

All owners shall have the right and duty to prosecute in proceedings at law or in equity against any person or persons violating or attempting to violate any of these Covenants, Conditions and Restrictions, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. The cost of such proceedings, including a reasonable
attorney's fee, shall be paid by the party losing said suit. In addition, the Declarant shall also have the right, but not the duty, to enforce any such Covenants, Conditions and Restrictions as though Declarant were the Owner of the Home site, and to recover reasonable attorney's fees and costs to a person, committee, or governmental entity.

16. INVALIDITY. Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

17. AMENDMENTS. The Declarant shall have the right to amend the Covenants and Restrictions of this Declaration from time to time by duly recording an instrument executed and acknowledged by the Declarant in the public records of the county where the Subdivision is located.

IN WITNESS WHEREOF, the undersigned have set their hands this 7 day of September, 2017.

Forrest Lakes Acquisition LLC.

By: RUSSELL F. WATTERS
Operating Manager
STATE OF ILLINOIS )
COUNTY OF MONROE ) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT RUSSELL F. WATTERS, personally known to me to an operating member of Forrest Lakes Acquisitions LLC. and, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he signed, sealed and delivered the said instrument as said member limited liability corporation, and pursuant to authority given by the members of said limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of September, 2017.

Notary Public

INSTRUMENT PREPARED BY, AND AFTER RECORDING, RETURN TO:

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