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MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL

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PAGES: 15

# INDENTURE OF TRUST AND RESTRICTIONS

## TANGLEWOOD

### CASEYVILLE, ILLINOIS



# *TANGLEWOOD*

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# **INDENTURE OF TRUST AND RESTRICTIONS**

## **TANGLEWOOD**

### **CASEYVILLE, ILLINOIS**

**WHEREAS**, the maker of this **Indenture of Trust and Restrictions** (hereinafter referred to as "**Indenture**") is **Forrest Lakes Acquisition LLC**, an Illinois limited liability Corporation, (hereinafter referred to as "**Forrest Lakes**"), being the owner and subdivider of all the real estate contained in **Tanglewood Subdivision**, a subdivision of the City of Caseyville, St. Clair County, Illinois, as per plat thereof to be recorded with the Office of the Recorder of Deeds, St. Clair County, Illinois, which plat and lots shown thereon, and this instrument shall be complimentary to each other; and which property is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as "**Tanglewood**" or "**Subdivision**").

**WHEREAS**, it is hereby intended to impose upon all the lots in said Subdivision certain conditions, restrictions, reservations, and limitations which said conditions, restrictions, reservations, and limitations shall run with the land, and shall be binding upon and inure to the benefit of all purchasers of lots or tracts of land in said Subdivision whether or not the said restrictions be incorporated in the conveyance of any said lot or tract of land; and

**WHEREAS**, there may be designated, established and recited on the recorded plats of Tanglewood certain streets, Common Ground easements, and other non-public items which are for the exclusive use and benefit of the residents of Tanglewood except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining, and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of Tanglewood; and

**WHEREAS**, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of the land described on future plats which are made subject to this Indenture, including all Common Ground, and mutually to benefit, guard, and restrict future residents of Tanglewood, and to foster their health, welfare and safety; and

**WHEREAS**, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are sometimes hereinafter termed "restrictions", are jointly or severally for the benefit of all persons whom may purchase, hold or reside upon, any of the property covered by this instrument; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises, covenants and agreements made to the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive

title to or otherwise hold through them, together with their heirs, successors, or assigns, any of the lots and parcels of land in plats of Tanglewood, all as described herein as follows, to wit:

See Exhibit A

### **I. HOMEOWNER'S ASSOCIATION**

Forrest Lakes shall establish a 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 hereinafter to be known as **Tanglewood Homeowner's Association ("THA")** or **"Homeowner's Association"**.

Forrest Lakes reserves the right and retains all votes and control until three quarters (3/4) of all the lots are sold. After all lots have been sold, each lot of the subject premises automatically constitutes one vote in all matters of voting. All lot owners are automatically members of the Homeowner's Association. If any lot is held by co-owners, they shall delegate among themselves the party who shall exercise the vote of said parcel before THA and they shall further certify that name of said party to THA in writing. If the co-owners cannot agree and fail to certify the name in writing, that lot shall not be entitled to a vote.

### **II. RESERVATION OF EXPENDITURES**

Forrest Lakes reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision in the tracts described on Tanglewood plats.

### **III. CONVEYANCE TO THA**

**WHEREAS**, Forest Lakes may by warranty deed or by designation of "Common Ground" on plats of Tanglewood, convey to the THA herein or the City of Caseyville, Illinois designated in perpetuity, the following described real estate, situated in the City of Caseyville, County of St Clair, State of Illinois:

Areas designated as "Common Ground" on plats of Tanglewood, same having been recorded with the Office of the Recorder of Deeds, St. Clair County, Illinois; as well as "Common Ground" which may be reflected on future plats of Tanglewood, which may be made subject to restrictions contained hereby by Forrest Lakes.

THA or the Village of Caseyville, Illinois shall continue ownership of the real estate for the duration of Tanglewood, a subdivision to be developed under the ordinances of the City of Caseyville, Illinois, it being the intent of Forrest Lakes that the common properties held hereunder be and remain used and maintained for the common benefit of all lot owners and residents of Tanglewood and/or the citizens of the City of Caseyville, so long as all or part of Tanglewood

shall be developed for residential purposes. Upon vacation of the Subdivision constituting this residential development, title to the Common Ground, if held by THA at that time, shall thereupon be conveyed from THA to the then lot owners of Tanglewood as tenants in common.

#### **IV. THA DUTIES AND POWERS**

Forrest Lakes hereby invests THA and its successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1. To acquire and hold the Common Ground hereinabove described when and if, conveyed to THA by separate instrument on even date herewith, which said Common Ground is set forth and shown on plats of Tanglewood all in accordance with and subject to provisions of this instrument, and to deal with any Common Ground acquired under the provisions hereinafter set forth.

2. To exercise such control over the Common Ground, retention ponds, shrubbery, entrance markers, and any other non-public items, and such facilities as may be shown on any recorded plat of Tanglewood as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said non-public items by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over any easement for services to the lot as shown on the plat.

3. To exercise control over any Common Ground as shown on said plats: pay real estate taxes and assessments herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation entertainment, education and general use of the owners of lots in Tanglewood all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground, all for the benefit and use of the owners of the lots in Tanglewood and according to the discretion of the THA.

4. To prevent any infringement and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by THA conveying the use of said Common Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any property owner to proceed in his/her own behalf, but the power and authority herein granted to THA is intended to be discretionary and not mandatory.

5. To dedicate to public use any private streets constructed or to be constructed on the tract of land described above, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. THA, its agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

7. THA shall have the power to grant such set back variances (as are not prohibited by the Village of Caseyville, Illinois' Zoning Code) as they deem necessary.

8. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said parcel or parcels in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent parcel or parcels, and that any and all damages to Subdivision improvements shall be repaired.

9. To purchase and maintain in force, liability insurance, protecting THA, its officer and Directors from all claims, for personal injuries and property damage arising from use of Common Ground and facilities.

10. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, loan agreements, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Homeowner's Association, its agents, and employees.

11. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to THA for any public purpose, THA is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only THA need be made a party, and in any event the proceeds received shall be held by THA for the benefit of those entitled to the use of the Common Ground, roads or easements.

12. Notwithstanding any other condition herein, THA shall make suitable provisions for compliance with all Subdivision and other ordinances, rules and regulations of Tanglewood or any municipality of which the Subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, THA shall make provision for the maintenance and operation of all easements, Common Ground, retention ponds, shrubbery, entrance markers and any and all other non-public items, if any.

## **V. ASSESSMENTS**

THA and its successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Tanglewood for the purposes herein stated,

at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument.

1. (a) THA and its successors are authorized and shall make uniform assessments, except as hereinafter provided, in the sum of, but not to exceed, Two Hundred Dollars (\$200.00) per lot in each calendar year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of THA as described and for the further purpose of enabling THA to defend and enforce restrictions, adequately, if required. Common Ground, shrubbery, retention ponds, and trees and grass and landscaping as required and other recreational facilities, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owned.

(b) If at any time THA considers it necessary to make any expenditure requiring an assessment additional to the annual assessment, it shall submit a written outline of the contemplated project and the amount of the assessment required, to the owners of each lot in the Subdivision. This additional assessment must then be approved in writing by fifty five percent (55%) of such owners. The approval may be obtained by THA by securing the signatures of not less than fifty five percent (55%) of the owners of lots in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least fifty five percent (55%) of such owners in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

(c) Any lots or parcels owned by Forrest Lakes shall not be subject to any assessment provide for herein.

(d) That the Tanglewood Subdivision and all of its lots are subject to a Special Services Area Assessment per lot as passed and approved by the Village of Caseyville. That should the lot owners or THA ever dissolve the Special Services Area Assessment any debt still outstanding for repayment under said Special Services Area Assessment shall be the responsibility and debt of individual lot owners and the THA for payment directly to the Developer Forrest Lakes in the same amounts and same time period that remains payable pursuant to the Special Services Area Assessment.

2. All assessments shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the lot or parcel against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, THA may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded with the Office of the Recorder of Deeds, St Clair County, Illinois. Such assessment may be enforced in the same manner as is provided by law for the enforcement of a mortgage lien against real estate, except that such assessment shall not have priority over existing mortgages. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, THA shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (as the expense of the owner of the property affected) a release of such assessment with respect to any lot or parcel affected, and THA shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

THA shall deposit the funds received in a bank, savings and loan association, or other account protected by the Federal Deposit Insurance Corporation. The treasurer shall be bonded for the proper performance of his/her duties in an amount fixed by THA.

THA is authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

## **VI. INDENTURE AND RESTRICTIONS**

Forrest Lakes, being the owner of real estate lying and situated in Caseyville, St. Clair County, Illinois, and being more particularly described in the final development plats of Tanglewood, by this Indenture, does impose upon all property as described on **Exhibit A**, attached hereto and made a part hereof, the following restrictions and conditions, to wit:

1. Term. These restrictions are to run with the land and shall be personally binding on all parties and all persons claiming any interest in any parcel, now or hereafter, for a period of thirty (30) years from the date from when these covenants are recorded, after which time said covenants will automatically extend for continuing successive periods of thirty (30) years each, unless an instrument signed by the owners of seventy five percent (75%) of the parcels and lots has been recorded, agreeing to change said covenants in whole or in part, or agreeing to terminate the same.

2. Architectural Control. No improvement will be commenced, constructed, placed or altered on any parcel until the building plans (including plot plans and specifications) and sufficient description for each allowed type of improvement have been submitted to Forrest Lakes and approved in writing. Forrest Lakes may, in its discretion, provide a checklist to be completed. In granting such approval, Forrest Lakes may consider the conformity and harmony of external design of all the improvements; the aesthetics including specifications of principal exterior materials and color schemes; location thereof in relation of lot lines, topography, grade, the location and character and method of utilization of all utilities, including water supply, electricity and sewage disposal. Forrest Lakes agrees to use reasonable judgment in passing upon said submitted plans and descriptions, but shall not be liable to any person for Forrest Lakes actions in connection with submitted plans and descriptions, unless it shall be showing that it acted with malice and wrongful intent. If Forrest Lakes fails to approve or disapprove the submitted plans and descriptions in any instance within sixty (60) days after same have been submitted to it, the approval of Forrest Lakes hereunder shall be presumed.

Forrest Lakes must approve any house or improvement plans in writing prior to construction. A full comprehensive and complete copy of blueprints, plans and specifications, as well as front, rear, and side elevation drawings, site and retaining wall plans and specifications, information as to materials, color and texture of all exteriors, including roof coverings, walls, etc., for the home must be submitted to Forrest Lakes and to be retained by Forrest Lakes in a permanent file of the parcel on which the home is to be built. Forrest Lakes may also, in its discretion, require plans to be submitted for landscape and rip rap.

3. Building Size, Type of Construction and Quality. All improvement plans shall be subject to the approval of Forrest Lakes and improvements shall be constructed by a qualified contractor, approved in writing by Forrest Lakes. Forrest Lakes' decision with regard to the same

shall be binding on all parcel and lot owners.

All homes must contain a minimum square footage of one thousand four hundred (1,400) square feet, not including garages, porches, basements, breezeways, verandas or terraces, etc.

All residential lots must have at least a two (2) car attached garage and minimum size of four hundred eighty four (484) square feet. Carports are prohibited.

A minimum of Fifty percent (50%) of the exposed wall surface of the front of all homes shall be stone or brick.

No underground homes, mobile homes or modular homes are permitted.

All driveways and parking areas shall be concrete surfacing and such surfacing shall be completed prior to occupancy.

Each lot owner shall cause the lot to be seeded or sodded with grass and to be landscaped within three (3) months of occupancy. Landscaping is to include at least two trees in the front yard area to be planted within the same time period.

Each residential lot owner shall cause to be constructed on each lot a sidewalk in the size, shape and quality required by Forrest Lakes in a location set forth on the plat of the Subdivision. All sidewalks shall be constructed in said manner prior to occupancy.

Each residential lot owner shall cause to be constructed, in a location designated by Forrest Lakes, identical free-standing black cast iron mail boxes. The name, brand and type shall be at the sole discretion of Forrest Lakes. Forrest Lakes' decision with regard to the same shall be binding on all lot owners. At the option of Forrest Lakes bulk mailboxes may be allowed in certain Areas.

4. Accessory Buildings. Appropriate accessory buildings, compatible with the permitted use and style of the dwelling shall be permitted. Size and materials of any accessory building are to be submitted for approval and must be approved by Forrest Lakes prior to its construction in accordance with the provisions of paragraph VI.2 above. No accessory building is allowed before the primary residence is constructed and completed, and no such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building is allowed per lot, however, gazebos and bath houses shall be excluded in calculating this limitation as to the number of accessory buildings.

5. Land Use and Building Type. All land in Tanglewood shall be developed in accordance with preliminary and final development plats submitted by Forrest Lakes, its heirs, successors, and assigns.

6. Easements. The easements depicted on and created by dedication in the plat or plats for Tanglewood, for municipal and/or public utility easements and drainage easements, are reserved for and dedicated to those uses and purposes and may not be used and occupied by lot owners for any different usage or purpose.



7. Signs. No signs shall be erected or displayed in public view on any lot other than those used for commercial use except, one (1) sign, not larger than five (5) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by Forrest Lakes in the development of the Subdivision. Should Forrest Lakes not develop all the land and should it convey any part to other buildings. Forrest Lakes may grant such other builders or developers the right to place suitable signs on lots during construction and prior to the initial sale of the buildings constructed thereon. The permitted sign shall not exceed five (5) square feet in size.

Furthermore, any and all signs provided for herein are subject to compliance with the Village of Caseyville, Illinois' Sign Code as it now exists or may hereafter be amended.

8. Animals. No animals, livestock, rabbits, goats, hogs, pigeons or poultry of any kind shall be raised, bred, or kept on any lot or parcel, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes whatsoever and do not exceed two (2) in number per lot.

No dog house or kennel is permitted. No dog or cat shall be permitted to run at large. No dog or cat shall be allowed outside except within an invisible fence.

9. Fences. No fence or screening of any kind shall be erected or maintained on any lot, except as hereinafter provided.

10. Swimming Pools. No swimming pool, spa or hot tub shall be located in a front or side yard. No swimming pool, spa or hot tub shall be located within twenty (20) feet of any interior lot line. Swimming pools must be of a permanent structure, built below grade level and properly screened. Spas or hot tubs must be enclosed or screened. The location and construction of any swimming pool, spa or hot tub, and screening shall be subject to the provisions of paragraph VI.2 above.

11. Satellite Dishes, Solar Panels and Antennae: No satellite dishes may be placed on any lot or improvement thereon except with appropriate screening and shall be located behind the rear of the dwelling structure. The location and construction of any satellite dish and appropriate screening shall be subject to the provisions of paragraph VI.2 above. The construction and installation of any satellite dish shall be in accordance with the Village of Caseyville, Illinois' Municipal Code and ordinances as they now exist or may hereafter be amended.

No television or radio antennae shall be permitted on any buildings or elsewhere on the lot except hidden within the dwelling structure.

No solar panels may be installed on a building, improvement or lot of the Subdivision.

12. Fuel Storage. Flammable fuels such as gas, including LP gas, and oil may not be stored upon the lots.

13. 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.

14. 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 properties.

15. Above Ground Structures. No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip of the Subdivision. No basketball net, backboards or other equipment or apparatus may be placed on any lot or improvement except such equipment may be located behind the rear of the dwelling structure.

16. Abandoned Vehicles. No commercial trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind or description may be parked on any of the driveways or streets of the tract of land covered hereunder. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Ground or the lot areas of this Subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, THA shall take the necessary action to remove same.

No trucks or other commercial or industrial rolling stock or equipment may be stored or suffered to remain upon said tract of land covered hereunder except such as may be conveniently garaged within the buildings upon the premises save for his/her personal transportation. No motor vehicle which is non-useable, inoperative or in a neglected state or disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

17. Motorized Vehicles, Cycles, Carts. Motorized cycles or carts not requiring license registration with the State of Illinois shall be prohibited from using the roads within the Subdivision or any part of the Subdivision (excluding construction, landscaping or maintenance equipment).

No bicycles, carriages or other articles shall be outside the dwelling of the owner thereof except when in use and except for automobiles parked in the areas designated therefore.

18. Nuisances. No noxious or offensive activity 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 a volume or frequency as to be unreasonably offensive at or beyond the property line.

No obnoxious, toxic, 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 cause injury to or damage to property.

No lot shall be used for storage of wrecked, junked or permanently disabled automobiles or trucks. Any accumulation of trash or failure to cut grass and weeds as required shall constitute a nuisance.

19. 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.

Any grading of the parcel that the property owner shall undertake shall be in accordance with the established and recognized landscaping and/or soil engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by the property owner or occupant, THA shall not be liable or responsible for the same, and shall be held safe, harmless, free and indemnified by the property owner for any and all consequences to adjacent parcels.

20. Slope Control Areas. Slope control areas, **if any**, are reserved as shown on the recorded Subdivision plat. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot area and all improvements in them shall be maintained continuously by the owners of the lot, except for those improvements for which public authority or utility company is responsible.

21. Sight Distance at Intersections. No fence, wall, hedge, or shrub plantings which obstructs sight lines at elevations between two (2) and three (3) 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 property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

22. Owner's Obligation to Rebuild or Demolish. If all or any part of a residence or accessory building or improvement on a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with due diligence either: (i) to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to its casualty, or (ii) to demolish the same and remove the debris thereof (including concrete foundations, concrete floors and footings, etc.) and to backfill any excavation or cavity created thereafter. Reconstruction or demolition shall be undertaken within two (2) months after the damage occurs, and reconstruction shall be completed within nine (9) months, or demolition shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner.

23. Commercial or Business Activities. The rendering of commercial or professional services, or the sale, distribution or manufacture of products from any structure is prohibited.

24. 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, and also lawful for the THA, 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 attorneys' fees, for such violation. No failure on the part of any property owner to enforce any covenants or restrictions herein

contained 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.

25. Enforcement. Any property owner possessing a fee simple interest in any lot shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein, in a lawful manner.

In consideration of the purchase of any parcel in this development, the property owner and all subsequent owners of title to any lot agree to hold THA, its agents and employees, safe, harmless, free and indemnified from any and all claim for damages, of any nature whatsoever, caused by the property owner's use, occupancy or development of the lot.

Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this Indenture, 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 THA be responsible for the payment of the foregoing fees costs unless THA is the party violating any of the easements, conditions, restrictions, reservations and limitations herein contained.

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.

26. Severability. Invalidity of any of the covenants contained herein or any part thereof by any judgment, court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

27. Rights Assignable. When Forrest Lakes, its successors or assigns, has conveyed the last lot or parcel of the subject premises set forth on **Exhibit A**, all the rights of Forrest Lakes herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, are hereby assigned and transferred to THA.

28. Liability of THA. THA, its agents, directors and employees shall not be responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items, if any, in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. THA shall not be entitled to any compensation for services performed pursuant to this covenant.

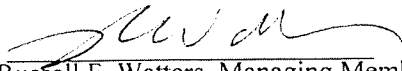
29. Amendment. After all lots have been sold, this Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement by the then record owners of the fee simple title of three fourths (3/4) of the lot owners in the Subdivision then included under the terms of this Indenture,. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by THA and recorded with the Office of the Recorder of Deeds, St. Clair County, Illinois, become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance

shall require the consent of Forrest Lakes so long as it is an owner of one lot in any plat of Tanglewood Estates.

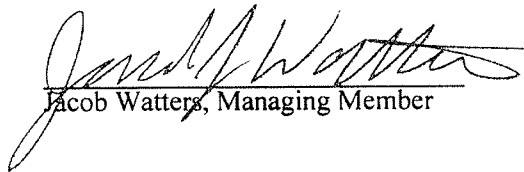
30. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

**IN WITNESS WHEREOF, FORREST LAKES AQUISITIONS LLC.**, has hereunto executed this Indenture of Trust and Restrictions as of the 15 day of June, 2015.

**FORREST LAKES AQUISITIONS LLC.**

By:   
Russell F. Watters, Managing Member

**ATTEST:**

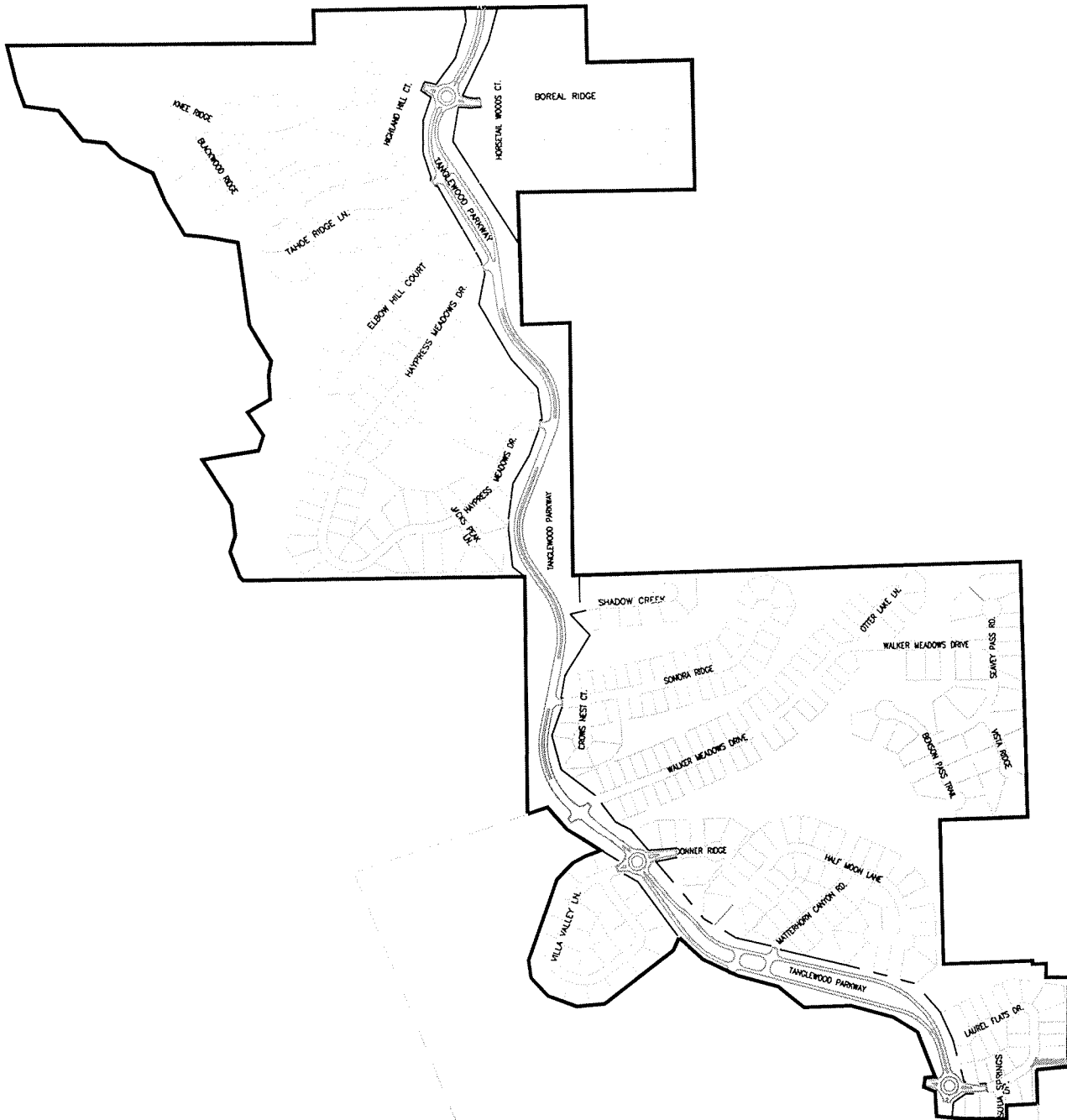
  
Jacob Watters, Managing Member

**Exhibit A**

Property

[See attachment hereto.]

ILLINOIS RTE. 159 (NORTH ILLINOIS STREET)



GRAPHIC SCALE



(FEET)