



DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

(for Forest Glen Community Homeowners' Association IL # N 5103-985-8)

THIS DECLARATION made this 17th day of June, 1976, by OAK BROOK BANK, not individually, but solely as Trustee under Trust Agreement dated January 8, 1976, and known as Trust No. 8-1193, Owner of the Property (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate in the Counties of DuPage and Cook, State of Illinois, and legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of submitting a portion of the Property legally described in Exhibit A attached hereto to the provisions of this Declaration (said portion described in Exhibit B attached hereto and referred to as the "Property"); and

WHEREAS, TORODE ASSOCIATES (hereinafter referred to as "TORODE") is the sole owner of the beneficial interest in and to the Property described in Exhibit B attached hereto; and

WHEREAS, Declarant and TORODE are desirous of subjecting the Property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and every one of which is and are for the benefit of the Property and each owner thereon and shall inure to the benefit of and run with the Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied, subject to the conditions, covenants, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

General Purposes of This Declaration

The Property is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvements of the Property and every part thereof; to protect each Owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

ARTICLE II

Definitions

The following words and terms when used in this Declaration will be defined as follows:

Section 1. "ASSOCIATION": The Forest Glen Community Association, an Illinois Not-for-Profit Corporation, its successors and assigns.

Section 2. "BASEMENT": A story having part, but not more than one-half of its floor to clear ceiling height below grade. When a basement is used for storage, or garages for use of occupants of the building, or other facilities common for the operation and maintenance of the entire building, it shall not be counted as a story.

Section 4. "BUILDABLE AREA": That portion of a lot which meets at least the minimum width requirements and set-back lines of the district within which it is located

Section 5. "BUILDING": A structure having a roof designed or built for the enclosure, shelter or protection of persons, animals, chattels, or movable property of any kind and which is permanently affixed to the land.



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Section 6. "BUILDING, ACCESSORY": A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

Section 7. "CELLAR": A story having more than one-half of its floor to clear ceiling height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement

Section 8. "PARK LAND": The real property owned by the OAK BROOK PARK DISTRICT referred to on the Plat of Subdivision and easements created for the common use and enjoyment of the Owners, but shall not include Lots or any part of the Property conveyed or dedicated to any other municipal corporation. Park Land shall include for Association maintenance only the entranceway lying west of the Woodside Subdivision from Woodside Drive to the York Road intersection.

Section 9. "PARK FACILITIES": The paths, playgrounds, landscaping, lakes, recreational facilities, and such other improvements or structures from time to time located or constructed in the Park Land and not conveyed to any other municipal corporation

Section 10. "DECLARANT": OAK BROOK BANK, not individually but solely as Trustee under Trust Agreement dated January 8, 1976, and known as Trust No. 8-1193, and its successors and assigns, whether such succession or assignment applies to all or any part of the Property.

Section 11. "FAMILY": One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

Section 12. "LIVING UNIT": Any building or a portion thereof situated on a Lot on the Property and intended for the use and occupancy of a single family dwelling for which an occupancy permit has been issued.

Section 13. "LOT": That portion of the Property shown on recorded subdivision plat or plats of the Property, improved or intended to be improved with one Living Unit as herein described. A Lot may or may not coincide with a lot of record.

Section 14. "LOT AREA": The area of a horizontal plane bounded by lot lines. **Section 15. "LOT LINE, FRONT":** The boundary of a lot abutting a street. On a corner lot either lot line may be construed to be the front lot line by the owner.

Section 16. "LOT LINE, REAR": An interior lot line which is most distant from and is or is almost parallel to the front lot line, and in the case of an irregular or triangular-shaped lot a line 10 feet in length within the lot, which is parallel to and at maximum distance from the front lot line.

Section 17. "LOT LINE, SIDE": An interior lot line which is not a front lot line or a rear lot line,

Section 18. "MEMBER or MEMBERSHIP": Shall mean or refer to every per son or entity holding membership in the Association.

Section 19. "OCCUPANT": Any person or persons in possession of a Living Unit other than the Owner

Section 20. "OWNER": The record holder of fee simple title to any Lot on the Property, whether such Owner shall be one or more persons or entities, the beneficiary or beneficiaries of a trust, shareholder of a corporation, or partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

Section 21. "PARKWAYS": The unpaved strip of land within a street right -of- way and which is parallel to the roadway.

Section 22. "PRINCIPAL CORNERS": Not more than five (5) corners of a structure, two of which are the corners having the lowest and next lowest elevations of all corners in the structure at the point where they intersect natural ground level.

Section 23. "STORY": That portion of a building other than a cellar included between the top surface of the next floor or roof above, except that a space used exclusively for the housing of mechanical services of the building shall not be construed to be a story if access to such space may be had only for maintenance of such services. The floor of a story may have split levels provided that there are not more than four feet difference in elevation between the different levels



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of the floor Except as otherwise provided for herein, a basement shall be counted as a story and a mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below if to the floor next above it is 24 feet or more.

Section 24. "STORY, HALF": A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than three feet above the floor of such story.

Section 25. "STRUCTURAL ALTERATION": Any change in the supporting members of a structure, such as bearing walls, columns, beams, or girders; or any substantial change in the roof or in the exterior walls, excepting such repair or replacement as may be required for the safety of the building.

Section 26. "STRUCTURE": Anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground. A sign or other advertising device detached or projected shall be construed as a separate structure.

Section 27. "STRUCTURE HEIGHT": The height of a structure as measured from a base elevation determined by averaging the elevations of the principal corners in the perimeter wall of the structure at natural ground level to the highest point of the structure.

Section 28. "YARD LINE, FRONT": A line in a lot that is parallel to the front lot line and which is not nearer to the front lot line at any point than the required front yard depth

Unless the provisions of this Declaration otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular shall include the plural; and words imparting the plural shall include the singular.

The definitions contained herein and found in the Zoning Ordinance of the VILLAGE OF OAK BROOK are substantially the same, In the event the definitions set forth in the Zoning Ordinance of the Village of Oak Brook are modified or altered, the definitions contained herein shall be considered to have been modified in accordance with said Zoning Ordinance.

If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, except as provided in the Annexation Agreement affecting the property described in Exhibit A, dated November 15, 1975, then any such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.

Section 29. "DIRECTORS": The Association shall have a Board of seven (7) Directors who shall constitute the Board of Directors. All rights, titles, powers, privileges and obligations vested in or imposed upon the Board pursuant to the Illinois Not-for-Profit Act (Ch 32, Sec. 1 63a et seq. 1975 ed.) and upon the Association in this Declaration shall be held and executed by this Association through the duly elected members of the Board of Directors and their successors in office.

ARTICLE III

Property Subject to This Declaration

Section 1. Existing Property. The Property which is and shall be held, occupied, sold and conveyed subject to this Declaration is located in the Village of Oak Brook, Cook and DuPage Counties, Illinois, and is more particularly described in Exhibit B attached hereto, and any subdivision of said Property.

Section 2. Annexation.

(a) Annexation by Owners: Additional property may be annexed to the Property but such annexation shall require the assent of two-thirds of the Owners of Lots located on the Property. Any Property so annexed must be subject to the Declaration of Covenants, Conditions and Restrictions compatible with those established for the Property. Notwithstanding the foregoing, any such Declaration need not conform exactly to the terms of this Declaration but may contain such additions, deletions or modifications as are compatible with the terms of this Declaration as determined by the Board.



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(b) Annexation by Declarant: The Declarant, its successors and assigns, hereby reserve to themselves and their successors and assigns the right to add on and annex to the Property all or any portion of the remaining area set forth in Exhibit A within a period of ten (10) years after the date of recording this Declaration by recording an amended declaration which shall set forth the legal description of the area, or portion thereof, and which shall state the intention of the Declarant and its respective successors and assigns thereby, to submit said additional parcel to the provisions of this Declaration. Upon the recording of such amended declaration the additional parcel therein described shall be deemed to be governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. No portion of the area described in Exhibit A, except the Property, shall be subject to any of the provisions of this Declaration unless and until an amended declaration is recorded annexing such portions to the Property as herein provided. No rights of any character whatever of any Owner shall attach to any portions of the area described in Exhibit A, except the Property, unless and until an amended declaration is recorded annexing such portions to the Property as aforesaid. Upon the expiration of said period of ten (10) years after the date of recording of this Declaration the right to annex shall expire if such annexation has not occurred.

ARTICLE IV

Use Restrictions

Section 1. Land Use and Building Type. All Lots on the Property shall be used for single family residential purposes only and no building shall be erected, reconstructed or maintained thereon except one Living Unit designed by a licensed architect and having an attached garage containing not more than four (4) parking spaces for the sole use of the Owner or Occupant of the Living Unit. Said garages may have living quarters in connection therewith for the sole use of the servants of the Owner or Occupant but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided, or as approved in writing by TORODE, its successors or assigns.

Section 2. Building Height. No Living Unit shall be erected, altered or placed, which is more than two and one-half stories or thirty (30) feet in height, whichever is lesser. No accessory building or structure shall exceed seventeen (17) feet in height unless a greater height is approved in writing by TORODE, or its successors or assigns.

Section 3. Living Unit - Quality and Size. It is the intention and purpose of these Covenants to assure that all Living Units shall be of a quality of design, workmanship and materials approved by TORODE, or its successors or assigns. All Living Units shall be constructed in accordance with the applicable governmental Building Codes and with more restrictive standards than may be required by TORODE, or its successors or assigns. The ground floor area of the Living Unit, exclusive of attached garages, carports, open terraces and breezeways, shall be:

(a) For one-story Living Units, not less than 1,500 square feet.

(b) For Living Units of more than one-story, not less than 1,000 square feet and the total living area in the Living Unit shall not be less than 1,750 square feet.

Section 4. Location on Lot. No building shall be located on a lot nearer to the front lot line than the front yard line shown on a recorded plat of subdivision of the Property, which setback shall not be less than 40 feet except for those Lots specifically identified on any such plat permitting a reduction of this setback requirement. Tennis courts and swimming pools shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by TORODE, or its successors or assigns. No tennis court or swimming pool shall be located on a Lot nearer to the front lot line than the minimum set back shown on said recorded plat and shall not be located within any side yard setback.

Section 5. Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt or concrete or the equivalent thereof and shall not be located nearer to any side or rear lot line than three (3) feet. Plans and specifications for driveways, culverts, pavement edgings or markers shall be approved in writing by TORODE, or its successors or assigns.

Section 6. Natural Drainage Ways. Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, the Lot Owner may with the written approval of TORODE,



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or its successor or assigns, take such steps as shall be necessary to remedy such condition, provided that no alteration or diversion of such natural flow proposed by the Lot Owner will cause damage to other property, either in side or outside the confines of the Property.

Section 7. Restriction on Vehicles. No boat, airplane, trailer, truck, house trailer, motorized recreational vehicle, commercial vehicle, or snowmobile shall be stored (permanently or temporarily) in the open on any of the Property, except that conventional passenger vehicles of the Owners, Occupants and their guests shall be permitted to be parked on the Owner's driveway. The Parkway located between the pavement and the Lot Line Front of each Lot shall not be used for the parking of any private or commercial vehicles, boats, trailers, trucks, recreational vehicles, or snowmobiles. The term "Commercial Vehicles" shall include all automobiles, station wagons, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

Section 8. Home Occupations. No home occupation or profession shall be conducted in any Living Unit or accessory building located on the Property, except as provided by the Board.

Section 9. Noxious or Offensive Activities. No noxious or offensive activities shall be conducted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

- (a) Unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects.
- (b) The burning of refuse outside a Living Unit (except as the burning of leaves may be permitted by Ordinance of the appropriate municipal authority).
- (c) Exterior television or radio antennae, poles, wires, rods, or other devices in connection with the reception or transmission of any television, radio or any other electrical signal, except within buildings or structures on the Property, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.
- (d) The hanging of laundry or other articles, or the erection of laundry drying equipment outside the Living Unit.
- (e) The raising, breeding or maintaining of any livestock, poultry, or animals, excepting there from two (2) dogs or cats over four (4) months of age per Living Unit.
- (f) The storage of garbage outside the Living Unit.
- (g) "For Sale" or "For Rent" signs, advertising or other displays on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by the Declarant and TORODE, its successors and assigns, to maintain upon the Property until the sale of the last Living Unit, all models, sales offices, and advertising signs or banners, if any, and lighting in connection therewith; provided the same is in compliance with the ordinances of the Village of Oak Brook.

The Board may from time to time adopt or amend such additional rules and regulations governing the operation, maintenance, beautification and use of the Lots not inconsistent with the terms of this Declaration as it sees fit, and the Lot Owner shall conform and abide by such rules and regulations. Written notice of such rules and regulations shall be given to all Owners and Occupants. A violation of such rules and regulations shall be deemed a violation of the terms of this Declaration.

Section 10. Nameplates and Hospitality Light Standards, Flag Poles or Mail Boxes. There shall be not more than one nameplate on each Lot. A nameplate shall not be more than forty-eight (48) square inches in area, and contain the name of the occupant and/or the address of the Living Unit. It may be located on the door of the Living Unit or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing on the front or side yard, provided that the height of the nameplate is not more than twelve (12) inches above the adjoining ground grade. One hospitality light standard of a design approved by TORODE, or its successors or assigns, may be located within the front yard. No flood lights shall be permitted which illuminate adjoining Lots without the prior written approval of the then Owner of the adjoining Lot or Lots. Flag poles are permitted, provided the pole is not more than twenty-five (25) feet in height, unless otherwise approved by TORODE, or its successors or assigns. All mail boxes shall be constructed, maintained, replaced and repaired in accordance with the standards and specifications established by TORODE, its successors or assigns.



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Note: The Board has adopted guidelines regarding mailboxes as of May 2004. Contact the Board for these guidelines.

Section 11. Temporary Structures. No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Living Unit shall be on the same Lot as the Living Unit, and such buildings or structures shall be removed promptly upon the completion of construction.

Section 12. Maintenance of Parkways and Boundary Easement. The Owners of Lots in the Property shall be responsible for the maintenance of (a) the parkways located between their Lot lines and the edge of the street pavements on which said Lots abut, (b) the lake shores that but and form property lines; and (c) the 30 foot landscape easement, if any, on Lots located on the peripheral boundaries of the Property.

Section 13. Deviations by Agreement with TORODE ASSOCIATES.

Declarant hereby grants and gives TORODE, or its successors or assigns, the right to enter into agreements with the owners of any Lot or Lots (without the consent of Owners of other Lots or adjoining or adjacent property) to deviate from any and all of the covenants set forth in this ARTICLE IV, provided there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviation (which shall be manifested by an agreement in writing shall not constitute a waiver of the particular covenant involved or any other Covenant as to the remaining Property

Section 14. Park Land. No Owner, his family, guests or employees shall deposit any refuse on the Park Land, including (but not limited to) (garbage, grass clippings, Christmas trees, branches, or waste material of any type. Snowmobiles, motorcycles, trail bikes or mini-bikes shall neither be stored nor operated in the Park Land or in the Parkways.

ARTICLE V

Easements

In the recorded Flat or Flats on the subdivision of the Property Declarant may incorporate the following easements:

(a) Grant of easement to Illinois Bell Telephone Company, Northern Illinois Gas Company, Hinsdale Sanitary District, Village of Oak Brook and the Commonwealth Edison Company, and their respective successors and assigns, within the areas noted on the plat as Utility Easements, to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and any other underground equipment for the purpose of serving the subdivision with telephone, water, gas, sanitary sewer and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment, and finally the right to cut down and remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted,

(b) Create an easement for surface drainage swales and detention in and along the streets and such other locations noted as Drainage Easement and/or Detention Areas on the plat; and

(c) Grant of easement to the Village of Oak Brook for the planting and maintaining of evergreens, trees, shrubs, grass and other landscaping and the maintenance of parkways and woods in and along the streets as shown on the plat

(d) Create an easement for landscaping on the rear thirty (30) feet of certain lots abutting highways on the external boundaries of the Property. No permanent buildings shall be placed on said easement but the same may be used for gardens, shrubs and landscaping.



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ARTICLE VI

Architectural Controls

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations) until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, and proposed location on Lot and approximate cost of such building or other structure and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by TORODE, or its successors or assigns. TORODE, or its successors or assigns, shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of TORODE, or its successors or assigns, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, TORODE, or its successors or assigns, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other Lot in the Property be permitted except as permitted by TORODE, or its successors or assigns.

All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of TORODE, or its successors or assigns, together with the payment of FIFTY (\$50.00) DOLLARS for approval or disapproval. A report in writing setting forth the decision of TORODE, or its successors or assigns, and the reasons therefore shall thereafter be transmitted to the applicant by TORODE, or its successors or assigns, within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. TORODE, or its successors or assigns, following the submission of the aforesaid, will aid and assist the prospective residents, or their agents, and will make every attempt to reasonably cooperate with the wishes of the Lot Owner. Lot Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) TORODE, or its successors or assigns, fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications or other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

ARTICLE VII

Right of First Refusal

(This has expired as of July 15, 1997)

Owners, upon acceptance of record title to any Lot within the Property, hereby grant and give TORODE and its successors and assigns, a right of first refusal to purchase their Lot, together with any improvements thereon, in the Property, on the same terms and conditions as may be contained in any bona fide offer that said Owner of such property and improvements may receive from time to time for the purchase thereof. TORODE, or its successors or assigns, shall have fifteen (15) days from actual receipt by it or notice from any such Owner of any such offer to exercise its right of first refusal to purchase said property and improvements. Said notice shall be given to TORODE, or its successors or assigns, within five (5) days after any such offer is received by such Owner and shall specify the terms and conditions contained in such offer, the names of the offeror, his residence address and his business address, if available. Said right of first refusal shall be effectively exercised, if at all, by a written notice from TORODE, or its successors or assigns, mailed or delivered to said Owner within said fifteen (15) day period wherein TORODE, or its successors or assigns, agrees to purchase said premises on the same terms and conditions. Should TORODE, or its successors or assigns, fail to act within said period so as to exercise its right of first refusal, then the Owner of said premises shall have the right to sell said premises to said offeror on the said terms and conditions, subject to each and every restriction, limitation and condition herein contained. This right of first refusal shall terminate twenty-one (21) years after the date on which this Declaration is first recorded, unless sooner terminated at the discretion of TORODE, or its successors or assigns.



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ARTICLE VIII

Forest Glen Community Association

Section 1. Creation and Purposes. There shall be formed an Illinois Not-for-Profit Corporation to be known as the Forest Glen Community Association whose purposes shall be to cooperate with TORODE, its successors or assigns, to insure high standards of maintenance and operation of all the Property, and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Property following the initial sale of Lots by TORODE, or if 5 successors or assigns.

Section 2. Membership. Every person or entity who is the record owner of a fee or an undivided fee interest in any Lot, upon the vesting of such interest and without any further act, shall be a member of the Association subject to the rights and obligations provided herein, in the Articles of Incorporation and the duly enacted By-Laws of the Board. The presence at membership meeting of any one or several members of a Lot shall be sufficient for the purposes of determining the presence of a quorum and the voting on any matter properly before the meeting, except as otherwise provided for herein. The foregoing is not intended to include persons or entities who hold an interest merely for the performance of an obligation. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 3. Voting Rights. Owners as defined in ARTICLE II of this Declaration shall be entitled to one vote for each Lot in which they hold the interest required for membership under Section 2 of this ARTICLE VIII. When the ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot.

Section 4. Powers of the Board of Directors of the Association. The Board of Directors of the Association shall have the following powers;

(a) To the extent such services are not provided by any other governmental body and as such services are authorized by this Declaration or the Board;

(1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the Parkways which are in the right of ways.

(2) To spray and to take other measures for mosquito and fly abatement within the Property.

(3) To replace, replant and repair any area disturbed by any Governmental body which has easements on or adjoining the Property.

(b) To mow, care for and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the Judgment of the Board of the Association to keep any private property and parkways in front of any property in the Property neat in appearance and in good order and to make and collect reasonable charges, not to exceed 110% of the cost to the Association, from the owners of such Property.

(c) To provide for the maintenance of landscaping and signs for the Property on the entranceway to the Property, lying West of Woodside Sub division from Woodside Drive to the York Road intersection

(d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

(e) To make such improvements, maintenance and repairs to the entranceways to the Property and Parkways within streets in the Property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its Constitution and By-Laws; provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(f) To establish and enforce architectural controls as approved by two-thirds of the members of the Association.



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(g) To settle any dispute or disagreement between any Owners, relating to the Property or any question of interpretation or application of the provisions of the Declaration, the By-Laws or any rules or regulations promulgated thereunder, the Board's determination with respect to such dispute or disagreement shall be final and binding on each and all of such Owners.

Section 5. Maintenance Assessments.

1. Covenant for Maintenance Assessments. The Declarant with respect to each Lot owned within the Property and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association (a) regular assessments or charges; and (b) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided in this Declaration, together with the Articles of Incorporation and By-Laws of the Association.

2. Purpose and Use of Assessments. All assessments levied by the Board shall be for the purpose of insuring the high standards of maintenance and operation of the Property and, in general, to promote the character of the Property. Such purposes and uses of assessments shall include (but are not limited to) the cost of the Association of all taxes, insurance, repair, replacement, and maintenance and other charges by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

Section 6. Assessment Procedure. Regular Assessments.

~~1. Until January 1, 1978, the regular assessments shall not exceed \$10.00 per month per Lot. From and after January 1, 1978, the regular assessments shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association, as provided in this Declaration and the By-Laws of the Association, but the annual rate of assessments may not be increased without the affirmative vote of two-thirds of the entire membership except for the following:~~

~~(a) 31/100ths of a cent per square foot of each Lot when approved by the affirmative vote of a majority of the voting Members of the Association; or~~

~~(b) 51/100ths of a cent per square foot of each Lot when approved by the affirmative vote of two-thirds of the voting Members, present at a meeting thereof called and held in accordance with the By-Laws of the Association.~~

~~No annual assessment or increase in the amount thereof may be made for more than one year at a time and the maximum annual rate of assessment which may be levied for any year shall be 85/100ths of a cent per square foot.~~

As of January 21, 2003, Article VIII, Section 6, is hereby amended for the purpose of determining the regular assessment for each lot subject to the Association's Declaration of Easements, Covenants and Restrictions and By-laws. From and after January 1, 2003, the regular assessment for each year, beginning with the year 2003, shall be determined by the affirmative vote of two-thirds of the Board of Directors present at a meeting for the purpose of determining the regular assessment. The regular assessment, as so determined by the Board of Directors, beginning with the year 2003, shall not exceed 110 percent of the previous year's regular assessment, which in the case of the year 2003, would be the year 2002, and so on. Any increase in the regular assessment of the preceding year of more than 110 percent shall require the affirmative vote of two-thirds of the voting members present at a meeting thereof called and held in accordance with the By-laws of the Association.

2. On or before December 1st of each year commencing December 1, 1977, and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:

(i) To estimate all expenses provided for in Section 2 of this ARTICLE VIII;

(ii) To fix the amount assessed against the individual Lots for the forthcoming year; and

(iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association and in lieu thereof the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish payment dates, all regular assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which they are assessed. The annual assessment on Lots added through annexation shall commence on the first day of the month following annexation of such property.



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3. The Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessment to each Owner subject thereto.

Section 7. Assessment Procedure. Special Assessments.

1. Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction, or unexpected repair or replacement of any capital improvements on the property or required pursuant to this Declaration. Unforeseen expenses shall be deemed to be those expenses not provided for in paragraph 2 of Section 5 of ARTICLE VIII.

(a) Whenever the Board of Directors shall determine that there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment, and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

2. Allocation of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots except as may be otherwise provided in this Declaration. Any assessment and any installment thereof provided for herein, shall commence on the Lot on the due date for such assessment in the month following the conveyance, transfer or lease of such Lot by the Declarant. The initial assessment shall be adjusted according to the number of months remaining in any calendar year.

Section 8. Non-Payment of Assessments. Any assessments, regular or special, which are not paid on the due date, shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase the Property.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois.

The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

The enforcement of liens or charges shall be limited to a period of five (5) years.

The venue for all actions at law provided for in this ARTICLE VIII shall be in DuPage County, Illinois.

The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Lot.

Section 9. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

Section 10. Expenditures Limited to Assessment for Current Year. The Association shall not expend more money within any one year than the total amount of the estimate and subsequent assessment levied for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract



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binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforce able against the Association.

Section 11. Indemnity of Directors. The Directors and Officers of the Association shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Section 12. Liability Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents, from liability in connection with the park lands, park facilities, parkways and paths, and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE IX

Rights of the Village

In the event the Association, or any Owner or Owners of a Lot or Lots, fails to comply with any of the covenants and conditions contained herein, relating to maintenance, use or capital improvements and such delinquency shall exist for a period of thirty (30) days after notification by the Village of Oak Brook of such failure, to the Association or the Owners of Lots responsible for said maintenance, use or capital improvement, the VILLAGE shall have the right to provide such maintenance or make such capital improvements as are required and shall have the right to lien the Owner of all Lots if against the Association or the Owners of Lots responsible for said maintenance and capital improvements, and shall be entitled to enforce said liens against said Owners as if said liens were assessed by the Association.

ARTICLE X

Amendments

Section 1. This Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the Owners having at least two-thirds (2/3) of the total vote, and certified by the Secretary of the Board; provided, however, that all lien holders of record have first been given ten (10) days' written notification by certified mail of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing is a part of such instrument.

Section 2. Any change, modification or rescission shall not be effective until such instrument is duly recorded in the Office of the Recorder of Deeds of DuPage County; provided, however, that no provision in this Declaration may be changed, modified or rescinded in such manner or so as to conflict with any State Statute.

Section 3. Notwithstanding the foregoing, Declarant shall have the right to amend any Section or portion thereof of this Declaration at any time prior to the conveyance by Declarant of two-thirds (2/3) of the individual Lots within the Property at the time of such amendment by filing said amendment in the Office of the Recorder of Deeds for DuPage County and sending notice of such amendment to all Owners of the Lots within the Property Thereafter, said amendment shall be in full force and effect and binding on the Property.



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ARTICLE XI

General Provisions

Section 1. Declarant's Reserved Rights. Notwithstanding any provision here in to the contrary, the easements under ARTICLE V shall be subject to;

(a) The right of the Declarant to execute all documents and do all other acts and things affecting the Property which, in the Declarant's opinion, are desirable in connection with Declarant's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner or of the Association.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes or any other utility services serving any Living Units or any of the Common Facilities.

Section 2. Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid. The validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 3. Existence of Declarations. Each of the options, privileges, covenants or rights created by this Declaration, or otherwise, shall continue for the initial period of thirty (30) years from the date of the first recordation in the Office of the Recorder of Deeds of DuPage County and thereafter for successive periods of twenty-five (25) years each.

Section 4. Rights and Obligations. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot Ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate if S purpose of creating a uniform plan for development.

Section 6. Lot Ownership in Trust. In the event title to any Lot Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot Ownership.

Section 7. Power and Authority of Declarant. Until such time as the Board provided for in this Declaration is formed, the Declarant shall exercise any of the powers, rights, duties and functions of the Board.

Section 8. Covenant in Event of Dissolution of Association. All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all restrictions and obligations created herein shall remain in full force and effect.

Section 9. Captions. All articles and section headings set forth herein are in tended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.



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Section 10. Remedies and Breach of Covenants, Restrictions and Regulations.

1. Default. In the event of any default of any Owner under the provisions of this Declaration, By-Laws or rules and regulations of the Board, or any amendment thereof, the Board shall have each and all of the rights which may be provided for in this Declaration, By-Laws or rules and regulations, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses shall be charged to and assessed against such defaulting Owner.

2. No Waiver of Rights. The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration, By-Laws or the rules and regulations of the Board, shall not constitute a waiver of the right or of continuing right to enforce such a right, provision, covenant or condition in the future, irrespective of the number of violations, defaults or breaches which may occur

3. Remedies Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, By-Laws or rules and regulations of the Board of the Association, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to the Association at law or in equity.

Section 11. List of Addresses of Owners. Each Owner of a Lot in Forest Glen shall file the correct mailing address of such Owner with TOIRODE, or its successors or assigns, and shall notify TORODE, or its successors or assigns, promptly in writing of any subsequent change of address. TORODE, or its successors or assigns, shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner of any last address filed by such Owner with TORODE, or its successors or assigns, shall be sufficient and proper notice to such Owner whenever notices are required in this Declaration.

Section 12. Assignment by Declarant. At any time or times, Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its executions of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.



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IN WITNESS WHEREOF, OAK BROOK BANK, not individually, but solely as Trustee under Trust Agreement dated January 8, 1976, and known as Trust No. 8-1 193, as owner of record, has caused this instrument to be executed by its Trust Officer, attested by its Secretary, and its corporate seal to be hereto affixed, on the day and year first above written,

OAK BROOK BANK, not individually but solely as Trustee under Trust Agreement dated January 8, 1976, and known as Trust No 8-1193.

By George S. Trees, Jr.

Trust Officer

Attest:

Richard L. Panozzo

Secretary

STATE OF ILLINOIS }

} SS

COUNTY OF DU PAGE }

IN WITNESS WHEREOF, we, being all of the Directors of the FOREST GLEN COMMUNITY HOMEOWNERS' ASSOCIATION, have hereunto set our hands this 8th day of August, 1977.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that GEORGE S TREES, JR. and RICHARD L. PANOZZO personally known to me to be the TRUST OFFICER and Secretary, respectively, of OAK BROOK BANK 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 severally acknowledged that as such TRUST OFFICER and Secretary, they signed and delivered the said instrument as such TRUST OFFICER and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of said Corporation, 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 official seal, this 17th day of June 1976

Nancy S Gilmore
Notary Public
My Commission Expires 8-22-78

Recorded
DU PAGE COUNTY
R76-46769
July 15, 1976

This document prepared by:
S. LOUIS RATHJE
Wheaton, Illinois

AMENDMENT HISTORY

At a special meeting on January 26, 2003 with 112 Owners or Proxies voting, ARTICLE VIII, Section 6 (page 9 of 14) was amended by a more than 2/3's affirmative vote of the 159 members to revise the Boards powers to establish the annual assessments. The Ballots have been saved in the Forest Glen Associations permanent files.

Board Policy Decisions that relates to these declarations

May 2004 - Mailbox designs that are acceptable have been adopted by the Board. Contact the Board for details.