

EXHIBIT A

This Instrument Prepared by
and return to:
Curtis R. Tobin II
TOBIN & RAMON
530 South State St., #200
Belvidere, IL 61008

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RIVERBEND PARTNERS, L.L.C., an Illinois Limited Liability Company, is the owner in fee simple of certain real estate situated in Boone County, Illinois, known by official Plat designation as Lots 1 through 86, 237, 238 and 239 inclusive as designated upon Plat 2 of Riverbend North being a subdivision of part of the Southeast Quarter of Section 24, Township 44 North, Range 3 East of the Third Principal Meridian, and Lots 144 through 186, and 235 inclusive as designated upon Plat 3 of Riverbend North, being a subdivision of part of the Southeast Quarter of Section 24, Township 44 North, Range 3 East of the Third Principal Meridian, in the City of Belvidere, Boone County, Illinois, as platted and recorded in the Recorder's Office of Boone County, Illinois, on _____, 1999, as Document No. 99-_____ in Plat Index File Envelope No. _____ (both tracts are hereinafter referred to as the "Subdivision"); and

WHEREAS, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such Subdivision, the Declarant hereby declares that all of the real property described above, and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land, and shall be binding upon all parties having any rights, title or interest in the above-

described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

WHEREAS, Declarant will cause the incorporation of Riverbend Homeowner's Association under the laws of the State of Illinois as a not-for-profit corporation to which should be delegated and assigned the powers of maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Declarant does hereby declare and make known:

I. DEFINITION.

- A. "Architectural Review Agent" shall mean Declarant - Riverbend Partners, L.L.C. or its successors or assigns.
- B. "Association" shall mean Riverbend Homeowner's Association.
- C. "Common Properties" shall mean those areas of the property shown or designated on any recorded subdivision plat of or other instrument recorded relating to, the properties intended to be devoted to the common use of the owners of the properties, as indicated by appropriate legends or notes upon said recorded subdivision plats or instruments.
- D. "Declarant" and "Developer" shall be deemed to be Riverbend Partners, L.L.C., an Illinois Limited Liability Company.
- E. "Existing Property" shall have the meaning as designated herein.
- F. "Improvement" shall mean any construction or structure on or with respect to a Lot, including but not limited to:
 - 1. As a residence for people; and/or
 - 2. Garages, storage sheds, gazebos, driveways, patios, decks, porches and permanent roofed play structures are all included within the definition of "Improvements".
- G. "Living Area" shall mean that portion of any residential dwelling normally used for human habitation, and specifically excluding any basement areas, garage (whether attached or unattached) and attic.

- H. "Lot" shall mean any plot of land on a recorded subdivision map referred to above.
- I. "Member" shall mean each owner who is a member of the Association as provided herein.
- J. "Owner" shall mean the owner of record, whether one or more persons are entities of fee simple title to any lot which is a part of the Subdivision and shall include contract sellers but shall not include those holding title merely as security for the performance of an obligation.
- K. "Subdivision" shall mean the subdivided real property hereinbefore stated.
- L. "The Properties" shall mean and refer to all such existing property and additions thereto, as are subject to this Declaration or any supplemental declarations.

II. PROPERTY SUBJECT TO THIS DECLARATION.

- A. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied and subject to this Declaration is more particularly described heretofore and referred to as "Subdivision".
- B. Additions to Existing Property. Additional lands may become subject to this Declaration in the manner following:
 - 1. Additions In Accordance With The General Plan Of Development. The Declarant shall have the right to subject additional properties owned by it to this Declaration, provided that such addition are substantially in accordance with the general plan of development of Riverbend Subdivision as shown as Exhibit A and attached to this Declaration.
 - a. Exhibit A shows the general plan intended to be followed in the development of Riverbend Subdivision and indicates the approximate size, location and proposed land uses of additional areas.
 - b. The proposed additions, if made, will become subject to assessment for their just share of Association expenses.
 - c. Notwithstanding the foregoing, the Declarant is not under any obligation to make the proposed addition or in the exact manner shown on Exhibit A.

- d. Any additions authorized under this Section may be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.
- e. Such supplementary declaration may contain such complementary additions and variations of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the Existing Property.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

- A. Membership. Every person or entity who is an Owner shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.
- B. Voting Rights. Each Member is entitled to one vote, except that: 1) where there is more than one Member for a particular Lot or Residential Dwelling no more than one vote may be cast for that Lot or Residential Dwelling; and 2) where a Member is an Owner of more than one Lot or Residential Dwelling, the Member may cast one vote for each Lot or Residential Dwelling of which he is an owner. If any Duplex permitted by this Declaration is developed as a condominium, then one vote may be cast for each separate condominium interest in that Duplex.
 - 1. Notwithstanding anything to the contrary herein the Developer shall exercise all voting rights of the Declarant as record Owner of Lots or Residential Dwellings.
 - 2. Any Member's voting rights may be suspended by the Board of Directors of the Association in accordance with the Bylaws if such Member is delinquent in the payment of assessments imposed by the Homeowner's Association.

IV. PROPERTY RIGHTS IN THE COMMON PROPERTIES

Title to Common Properties. The Association shall hold fee simple legal title to the Common Properties, subject to the Covenants and Restrictions contained herein.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS.

- A. Creation of the Lien and Personal Obligation of Assessments. Subject to the conditions and limitations expressed below in this Article, each owner of any Lot or Residential Dwelling, other than the Declarant by acceptance of a deed therefor, whether or not it be so expressed in such deed or other conveyance, shall be deemed to covenant and agree from and after his Lot or Residential Dwelling has once become occupied, or if not occupied, six months after becoming such Owner, to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- B. Limited Liability of Declarant. Declarant covenants and agrees that it will pay all maintenance and public liability insurance expense and taxes in connection with the Common Properties for a period of one year after the date of this Declaration. It shall not be liable for any annual or special assessment at any time; nor for any capital improvement, expense or the cost of maintenance of any capital improvement after said one year period.
- C. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents within The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
- D. Basis of Annual Assessments. The annual assessment shall be Fifty Dollars (\$50.00) per Lot or Residential Dwelling, subject to such increase or decrease as is hereinafter provided.
- E. Change in Annual Assessments. The Association may change the assessments fixed hereunder prospectively, provided that any such change shall have the approval of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purpose of the meeting.

F. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

G. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the property in favor of the Association which shall bind such property in the hands of the then owner, his heirs, devisee, personal representatives and assigns until paid. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied. Such lien may be perfected by the filing of a written notice thereof in the Recorder's Office.

If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

H. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a transfer of such property pursuant to a decree of a foreclosure, or any other proceeding in lieu of foreclosure. Such transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

I. Exempt Property. The following property interests subject to this declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Properties as defined in Article I hereof; and (b) all properties owned by the Declarant. The grantee of an easement or other interest therein dedicated or granted to a public utility shall not be subject to any assessments, charges or liens created herein.

VI. RULES GOVERNING USE OF COMMON PROPERTIES.

Rules and restrictions governing use of the Common Properties shall be those prescribed from time to time in accordance with the Bylaws of the Association.

VII. CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND.

- A. General. The conditions and restrictions of this declaration, with the express exception of Article VIII, apply to The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2020. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by owners of at least two-thirds (2/3) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.
- B. Residential Lot Restrictions. The conditions and restrictions of Article VIII shall apply only to Residential Lots and Common Properties, and shall be construed to be covenants running with the land for those Residential Lots, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2020. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Residential Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

VIII. CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS AND COMMON PROPERTIES.

- A. No building shall be erected or maintained on any lot unless it is a dwelling house designed and equipped for occupancy as a private residence by a single family only. No building shall be erected, altered, placed or permitted to remain on any lot, other than a single family dwelling not to exceed two and one-half stories in height. Garages must be attached to the dwelling house and must be a minimum size to accommodate two cars. No accessory buildings are permitted other than one dog house.
- B. Only residential dwellings may be constructed on any residential lot. Residential dwellings must comply with the following minimum living area requirements:
1. The total floor area of the main structure, exclusive of one story, open porches and garages, shall not be less than 1,600 square feet, for a one story building, nor less than 1,800 square feet for a dwelling of more than one story for Lots 1-86.

2. The total ground floor area of the main structure, exclusive of one story, open porches and garages, shall not be less than 1,800 square feet, for a one story building, nor less than 2,000 square feet for a dwelling of more than one story for Lots 87-233.

For the purposes of this paragraph, a split-level or multi-level house shall be considered to be a one story dwelling and for the purposes of calculating the total floor area thereof, there shall be taken into account the aggregate floor area of both lower housing levels of the main structure. The construction of any house or garage upon the premises shall be under roof and properly sided not less than one year from the time of start of construction.

- C. Construction must be commenced on the lot within three (3) years from the date of purchase and in the event construction is not commenced within three (3) years from the date of the purchase, then the Declarant shall have the option to repurchase or reacquire the property at the same price for which it was sold. The date of the purchase is the date of any contract for the purchase of a lot or the date of the deed conveyance whichever date is first.
- D. No dwelling shall be erected or maintained until and unless the plans and specifications for the same have been submitted to and approved in writing by Declarant or its successor or assignees. The general contractor for the erection or construction of any improvement must be approved in writing in advance of construction by the Architectural Review Agent. If such plans and specifications are not disapproved within thirty (30) days from the date all required materials are submitted, they shall automatically be deemed to be approved.
- E. A gravel driveway shall only be permitted for six (6) months from the date of occupancy. Thereafter, the driveway must be completed with asphalt, concrete or other permanent driveway material. The Architectural Review Agent may grant written extension of this time limit upon showing that the weather did not permit compliance with this requirement.
- F. No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes and no noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance.
- G. Before any building shall be occupied or used, facilities for the disposal of sewage shall be erected and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination, and shall comply with all applicable requirements of the governmental bodies having jurisdiction over the property.

- H. Except as hereinafter provided, no sign of any kind including but not limited to advertising signs or billboards, including "For Sale" or "For Rent" advertising signs shall be erected or maintained on any lot. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house provided that the sign does not exceed twelve (12) square feet in area and is removed immediately after completion of the house. The Declarant may erect one or more signs on the property for the purpose of advertising the property, providing that such signs shall be removed immediately after all lots are sold subject to the terms of a sales agreement, including an installment contract for deed.
- I. No visible tank for the storage of oil, gas or any other material shall be erected or maintained on any Lot.
- J. No stables or other quarters shall be erected, maintained or used on any lot for breeding, raising, stabling or accommodating any horses, cattle, swine, goats, sheep, bees, fowl or any other animals. Dogs, cats and other household pets may be kept provided they are not bred or maintained for any commercial purpose and all local and state ordinances affecting the number of animals are followed.
- K. No trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boat, inoperable vehicles, unlicensed vehicles or horse carriers, or similar vehicles and accessories may be kept on any lot unless the same are fully enclosed within the garage located on said lot. No automobile or other motor vehicle shall be parked or placed on any portion of a lot other than a driveway or within a garage located on such lot.
- L. No dwelling house or garage shall be sided or covered with asbestos stripping which simulates brick or stone and the use of tar paper for the outside surface of any building shall not be permitted nor shall roll roofing be permitted on the outside surface of any building.
- M. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.
- N. Declarant has selected a standard United States Postal Service approved mailbox that each Owner will be required to purchase and install on the Lot. This information will be provided at the time of plan approval pursuant to Section D above.
- O. Each vacant Lot not owned by Declarant shall be maintained by the Owner. Weeds shall be cut at least three times each summer and no trash, garbage, yard trimmings or other debris shall be allowed to accumulate on said Lot.

- P. No satellite dish exceeding 24 inches, antenna, or similar device shall be erected or maintained on any Lot.
- Q. No fences shall be erected or maintained until or unless plans and specifications have been submitted and approved in writing by the Declarant or its successor or assignees. Any such fence shall be of a high quality wood, stained or painted on both sides, and of a height not greater than five (5) feet. If such fence plans and specifications are not disapproved within thirty (30) days from the date submitted, they shall automatically be deemed to be approved.
- R. Sidewalks shall be installed according to City of Belvidere specifications at the expense of the owner of each lot and the installation thereof shall be completed no later than ninety (90) days after occupancy of the improvements on the premises unless a shorter time limit shall be imposed by the City of Belvidere.
- S. No above ground swimming pools shall be erected or maintained on any Lot.

IX. GENERAL PROVISIONS.

- A. Declarant or the transferees of Declarant shall undertake the work of developing the lots included within the subdivision. In order that such work may be completed and the subdivision established, nothing in this declaration shall be understood or construed to prevent the Declarant or the Declarant's transferees or employees, contractors or subcontractors of the Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by the Declarant or the Declarant's transferees, whatever they determine necessary or advisable in connection with the completion of such work.
- B. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers of Declarant created or reserved by this Declaration, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein inure to the benefit of every owner in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance. Enforcement of the provisions hereof by any such owner, as aforesaid, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions either to restrain violation, to remove such violation or to recover damages.
- C. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches occur.

- D. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by unanimous consent of the owners of said subdivision property.
- E. No breach of any of the conditions herein contained or re-entry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.
- F. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner thereof until July 1, 2020 as set forth in Article III. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.
- G. The Declarant, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, PROVIDED, that owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction.
- H. In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the prevailing party shall be entitled to its attorneys fees.
- I. In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restrictions and Conditions shall remain in full force and effect.
- J. The rights, privileges, and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.
- K. Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be executed by its duly authorized representatives this 11th day of January, 1999.

RIVERBEND PARTNERS, L.L.C.,
an Illinois Limited Liability Company

By *[Signature]*
Manager

State of Illinois)
) ss.
County of Boone)

I, a Notary Public in and for said County and State, do hereby certify that Gregory W. Brown, President of DareCloud Development, Inc., an Illinois Corporation as Manager of Riverbend Partners, L.L.C., is the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he has read and signed said instrument, and that each of the statements contained therein are true.

Given under my hand and seal this 11th day of January, 1999.

Tammy S. Kerch
Notary Public

