

2014
River Bend West Community Association
Amended and Restated
Declaration of Covenants and Restrictions

The undersigned, River Bend West Community Association Board of Directors, being the developer's "Successors" (hereinafter referred to as "The Board") of the real estate described as "River Bend West" (hereinafter referred to as "Subdivision"), which real estate is described as follows:

Commencing at an iron pipe at the Southeast corner of the Northwest Quarter of Section 23, Township 31 North, Range 11 East of the 3rd P.M. in Kankakee County, Illinois; thence South 86 56'00" West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 23 a distance of 35.0 feet to an iron rod; said point to be known as the point of beginning. From said point of beginning thence continuing South 86 56'00" West a distance of 862.86 feet to an iron rod; thence North 18 00'00" West a distance of 291.09 feet to an iron rod; thence South 72 00'00" West a distance of 20.00 feet to an iron rod; thence North 00'00" West a distance of 70.00 feet to an iron rod; thence North 43 54'55" West a distance of 50.00 feet to an iron rod; thence North 26 49'53" East a distance of 219.00 feet to an iron rod; thence North 20 30'00" East a distance of 70.00 feet to an iron rod; thence South 69 30'00" East a distance of 33.02 feet to the point of curvature of a curve to the right having an I angle of 51 30'00" and a radius of 220.00 feet; thence Southeasterly along said curve to the right a chord bearing of South 62 19'10" East a chord bearing of 55.00 feet to an iron rod; thence north 30 04'46" East a distance of 211.44 feet to an iron rod; thence North 20 31'00" East a distance of 245.00 feet to an iron rod; thence South 69 29'00" East a distance of 55.67 feet to an iron rod; thence North 20 25'00" East a distance of 234.53 feet to an iron pipe; thence South 69 34'10" East along the Southerly line of Riverview Haven Subdivision a distance of 475.09 feet to an iron rod; thence South 05 02'00" East a distance of 999.22 feet to the point of beginning.

A tract of land in the West Half of Section 23 and in the east Half of Section 22, Township 31 North, Range 11 East of the 3rd P.M. in Kankakee County, Illinois, described as follows: Commencing at an iron rod at the Southwest corner of Lot 13 in River Bend West Subdivision, being a subdivision in part of the Northwest Quarter of the Southwest Quarter of said Section 23; thence North 20 degrees 25' 50" East along the Westerly line of said lot 13 a distance of 149.53 feet to an iron pipe; thence North 70 degrees 14' 48" West a distance of 504.21 feet to an iron pipe, thence North 19 degrees 25' 23" East a distance of 84.74 feet to an iron pipe; thence North 70 degrees 02' 17" West a distance of 31.68 feet to an iron pipe; thence North 73 degrees 31' 33" West a distance of 169.02 feet to an iron pipe; thence North 16 degrees 24' 29" East a distance of 211.20 feet to an iron pipe on the center line of S.B.I. Route 113, thence North 76 degrees 46' 06" West along said center line a distance of 222.16 feet to an iron pipe; thence North 14 degrees 25' 07" East a distance of 119.77 feet to an iron pipe; thence continuing North 14 degrees 25' 07" East a distance of approximately 64 feet to a point on the low water line of the Southerly bank of the Kankakee River, said point to be known as point of beginning. From said point of beginning; thence South 14 degrees 25' 07" West a distance approximately 64 feet to an iron pipe, thence continuing South 14 degrees 25' 07" East along said center line a distance of 222.16 feet to an iron pipe; thence South 16 degrees 24' 29" West a distance of 211.20 feet to an iron pipe; thence South 70 degrees 31' 33" East a distance 504.21 feet to an iron pipe on the Westerly line of Lot 13 in River Bend Subdivision; thence South 20 degrees 25' 50" West a distance of 149.53 feet to an iron rod at the Southwest corner of said Lot 13; thence North 69 degrees 29' 00" West along the Westerly line of River Bend West Subdivision a distance of 245.00 feet to an iron rod at the Northwest corner of Lot 11 in River Bend West Subdivision thence South 30 degrees 04' 46" West along the Westerly line of River Bend West Subdivision a distance of 211.44 feet to an iron rod at the Southwest corner of Lot 10 in River Bend West Subdivision, said point being a curve to the left having an I angle of 51 degrees 30' 00" and a radius of 220.00 feet; thence Northwesterly along said curve to the left also being the Northerly line of Stone Ridge Drive a chord bearing of North 62 degrees 19' 10" West a chord distance of 55.00 feet to an iron rod; thence North 69 degrees 30' 00" West along the Northerly line of Stone Ridge Drive a distance of 33.02 feet to an iron rod; thence South 20 degrees 30' 00" West along the Westerly line of River Bend West Subdivision a distance of 70.00 feet to an iron rod; thence North 72 degrees '00' 00" East along the Westerly line of River Bend West Subdivision a distance of 20.00 feet to an iron rod at the Northwest corner of Lot 8 in said River Bend Subdivision; thence South 18 degrees 00' 00" East a distance of 291.09 feet to an iron rod at the Southwest corner of said River Bend West Subdivision; thence South 86 degrees 56' 00" West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 23 and the South line of the Northeast Quarter of the Southeast Quarter of said Section 22 a distance of 1,494.83 feet to an iron rod; thence North 02 degrees 57' 42" West a distance of 10.00 feet to an iron rod; thence South 86 degrees 56' 00" West a distance of 70.00 feet to an iron rod; thence South 02 degrees 57' 42" East a distance of 10.00 feet to an iron rod on the South line of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 86 degrees 56' 00" West a distance of 200.00 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 22' thence North 02 degrees 57' 42" West along the West line of the Northwest Quarter of the Southeast Quarter of said Section 22 a distance of 1,333.28 feet to an iron pipe at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 22 thence North 88 degrees 49' 12" East along the North line of the Northeast Quarter of the Southeast Quarter of said Section 22 a distance of 606.29 feet to an iron pipe; thence North 04 degrees 02' 42" East a distance of 716.85 feet to an iron pipe; thence continuing North 04 degrees 02' 42" East a distance of approximately 32 feet to a point on the low water line of the Southerly bank of the Kankakee River; thence Easterly and upstream along said low water line to the beginning point, containing approximately 66.97 acres. The North Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 22, also the Southeast Quarter of the Southeast Quarter of Section 22, lying South of the South line of River Bend Subdivision, First Addition; ALSO the Southwest Quarter of the Southwest Quarter of Section 23, lying South of the South line of River Bend Subdivision, and River Bend Subdivision, First Addition, all in Township 31 North, Range 11 East of the Third Principal Meridian, in Kankakee County, Illinois.

Execute this amended and restated Declaration of Covenants and Restrictions for River Bend West Community Association.

NOW THEREFORE, the River Bend West Community Association declares that the real property described above shall be held, transferred, sold, and conveyed and occupied subject to the following covenants and restrictions.

1. Single Family Residential Buildings Only - No buildings other than one single-family residential dwelling, and accessory structure and uses therewith shall be permitted to be constructed, reconstructed or maintained on any lot.

2. Building Restrictions - No one-story private dwelling shall be erected which shall have a square foot floor area, exclusive of basement, attics, porches and garages of less than one thousand seven hundred (1,700) square feet.

No tri-level or one and one-half (1 ½) story private dwelling shall be erected which has a ground coverage square foot area exclusive of basement, attics, porches and garages of less than one thousand (1,000) square feet and total living area of not less than two thousand (2,000) square feet.

No two-story private dwelling shall be erected which shall have a ground coverage square foot area exclusive of basement, attics, porches and garages of less than one thousand (1,000) square feet and total living area of two thousand (2,000) square feet.

3. Mandatory Approval of House Plans - No construction of any building or improvement shall commence until a complete set of construction plans for such building has been submitted to the River Bend West Community Association Board of Directors and written approval has been received from the River Bend West Community Association Board of Directors. The construction plans shall include drawings, specifications, exterior elevations, construction materials, placement of hardwood trees (landscaping), and a site plan showing the location of all buildings, fences, yard lights, or other proposed structures.

4. Garages - A two car garage minimum (four car garage maximum) is required and must be attached to the residential dwelling as an integral part thereof or attached by a covered breeze way. Such garage shall not be used at any time as a residence, either temporarily or permanently.

5. Outbuildings - Any permanent detached outbuilding on said lot shall be architecturally compatible in appearance and materials with the dwelling. Structures shall be a minimum size of eight by eight (8x8) square feet and a maximum of twenty by twenty (20 x 20) square feet with a roof pitch no greater than the existing dwelling. Before construction shall commence on any outbuilding, a complete set of construction plans must be submitted to the River Bend West Community Association Board of Directors and written approval received from the River Bend West Community Association Board of Directors.

6. Signs - No advertising, signs, entry monuments of any type shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number not exceeding 2 ' x 1' in size, except for a "For Sale" or "For Rent" sign not exceeding 3' x 3' in size. Allowable signs shall include "Life Safety"

signs indicating that a person with a handicapping condition such as Deaf, Blind, Autistic, etc., is residing in the area.

7. Exterior Lights - Each lot shall have a minimum of one exterior yard light fronting the paved road on an electrical photocell device from dusk to dawn.

8. Garbage Cans - No garbage, trash or refuse cans, containers or receptacles shall be maintained or kept on any portion of the lot other than at the immediate rear of any building constructed thereon, except on pick-up day or the evening prior to pick-up day. No burning of refuse shall be permitted, except that the burning of leaves shall be permitted subject to applicable laws and ordinances.

9. Animals - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or bona fide household pets, over four months of age, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

10. Fences and Dog Runs - No fence or enclosure shall be erected on any lot except in accordance with applicable laws or ordinances. All lot/homeowners must obtain written approval of the River Bend West Community Association Board of Directors prior to any construction of said fences. No chain-link fences will be allowed on any lot. No dog runs will be allowed on any lot.

11. Swimming Pools - No above ground swimming pool, semi above ground or semi in ground pools, or above ground pool buried in ground shall be erected on any lot. All finished pools must be at grade. All in-ground swimming pools and required fencing shall comply with applicable Kankakee County ordinances.

12. Satellite Dishes, Towers, etc. - No satellite dishes, radio tower or television transmitters or receivers will be permitted without prior approval of the River Bend West Community Association Board of Directors with the exception of satellite receivers measuring no greater than thirty (30) inches.

13. Buried Utility Lines - All public utility, cable television and radio wires, pipes, mains, tiles, conduits, cables, service lines or other appurtenances constructed or laid in the subdivision must be buried beneath the ground except the necessary pedestals and transformers required to serve the underground facilities in the subdivision.

14. Tanks - No tanks, except septic tanks, buried or exposed, of any kind shall be permitted in the subdivision.

15. Air Conditioning Units - All air conditioning units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the subdivision.

16. Paved Driveways - All driveways and other paved areas 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, concrete, brick, paving stone or the equivalent thereof as approved by the River Bend West Community Association Board of Directors. No residence shall be occupied at any time prior to the installation of a paved drive from the street to the garage: however, this requirement may be extended by the River Bend West Community Association Board of Directors for a period not to exceed one hundred eighty (180) days in the event such building is ready for occupancy during a time when inclement weather or labor strike shall prevent construction of such paved driveway.

17. Culverts - All driveways will be required to have culverts so as to not impede the natural drainage ditches.

18. Elevation and Contours – No substantial changes in the elevations or contours of the lots shall be made by any party without first obtaining the approval of the River Bend West Community Association Board of Directors. No obstructions or diversions of the natural surface storm water flow upon or across any lot shall be made by the lot owner in such manner as to cause damage to other property.

19. Lot Maintenance - Each owner shall be responsible for maintaining his lot including the buildings thereon. It shall be the obligation of each owner to insure that such maintenance is carried on promptly and that all improvements and landscaping are properly maintained in such a manner as to insure a first-rate appearance of his lot and the improvements thereon by keeping said lot free of overgrown grass or weeds greater than 6" in height, refuse, debris and litter.

20. Vehicle Parking - No trucks or commercial vehicles over 1 ton gross weight, junk automobiles, dilapidated or disabled vehicles, trailers, semi-trailers, jet skis, snowmobiles or motorcycles of any kind shall be maintained or parked on any lot in the subdivision. Exceptions include trailers which are totally screened from view of

neighbors, travel trailers and recreational vehicles being serviced or maintained for travel or storage, not to exceed 48 hours.

21. Construction Completion - Construction must be completed within the time constraints of the building permit and allowable extensions after the date construction of any residence commences. All construction materials must be new. No structure shall be moved onto the subdivision from any off site location.

22. Lawns, Trees, Landscaping - Within one (1) year after occupancy, the owner shall lay, install or establish a grass lawn on such lot upon which no building, driveway, planting, or other approved improvement exists.

Each lot owner shall plant a minimum of three (3) hardwood tree in the yard of said lot at owner's expense. Such trees must be a minimum of one and one half (1 ½ “) inches in diameter.

23. Public Sewer and Water Hook Up - If public sewers and public water lines are extended so that they are adjacent to individual lots within the subdivision, connection to the public sewers and water lines will be made within one (1) year at the property owner's expense. The political subdivision of government putting in the lines to the subdivision will enforce the land owner's connections.

24. Acceptance by Grantees - Each grantee of a lot in this subdivision, by the acceptance of a deed conveying any lot in this subdivision, will accept title thereto upon and be subject to each and all of these covenants, conditions and restrictions.

25. Amendment - At any time and from time to time, while these restrictions are in effect, they may be amended or revoked by the Recording Office of the Recorder of Kankakee County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed by the River Bend West Community Association Board of Directors.

26. General Provisions - The invalidity of any covenant, condition, restriction, reservation, equitable servitude, grant, easement, or setback of line hereby imposed and created or any provision hereof or any part of such provision shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of this instrument. An acquiescence or failure to enforce any violation of the covenants, conditions, restrictions, reservations, equitable servitudes, grants or easement contained hereof shall not be deemed to be a waiver of any of the other provisions of this document in any other instances.

27. Enforcement - If any lot owner shall violate any of the covenants or restrictions or provisions of this Declaration of the regulations adopted by the River Bend West Community Association, and such violation shall not be cured within thirty (30) days after notice in writing from the River Bend West Community Association Board of Directors as the case may be, the River Bend West Community Association Board of Directors may file either legal action for damages or in equity for a decree of mandatory injunction or specific performance against such defaulting owner or occupant. All expenses incurred by the River Bend West Community Association in connection with any such proceedings, including court and deposition costs and attorney and paralegal fees, and the amount of any monetary judgment entered against the lot owner shall, together with interest thereon, at the maximum legal rate, be charged to and assessed against any lot owner violating any such provisions and shall be added to and deemed a part of his assessment and constitutes a lien on his lot.

28. Association dues are to be paid by April 1st.

In Witness Whereof, The Board of Directors of River Bend West Community Association, (The Board") and its President, Vice-President, Secretary, Treasurer and Directors, have caused this instrument to be signed on this ___ day of October 2014, pursuant to the authority and vote of the association.

PRESIDENT AND DIRECTOR - STEVE DEVINE

VICE-PRESIDENT AND DIRECTOR - DAVE BARON

SECRETARY, TREASURER, DIRECTOR- DEBBIE TURNER

DIRECTOR - ANDREA CINNAMON