

PROTECTIVE COVENANTS
Riverbend Subdivision
Unit Five



The following Protective Covenants are established for all the numbered lots shown hereon. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2014, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

A Covenants Committee, hereafter referred to as the "Committee", is hereby established to enforce the Covenants of this subdivision. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to approve or disapprove proposals submitted to it, and to designate a representative with like authority.

Members of the Covenants Committee shall not be entitled to compensation for services performed pursuant to this Covenant.

The members of the Covenants Committee are: MARK F. SUCHY and JO-ANNE LOVRO, both of Genoa IL, and any of their representatives.

1. An easement is hereby reserved for the use of public utility companies and Governmental bodies, as shown by dotted lines on the plat, to install, lay, construct, renew, operate and maintain gas pipes, water pipes, sewers, storm drains, conduits, cables, poles and appliances for the purpose of serving the subdivision with gas, electric, telephone, cable TV, water and sewer services, as well as drainage.

Included is the right, when necessary, to use the streets and to enter upon the lots at all times to perform the above functions as well as to trim, and keep trimmed, any trees, shrubs or saplings that interfere or threaten to interfere with service or equipment.

No permanent buildings or trees shall be placed or permitted to remain on said easement, however, same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for Governmental bodies and/or public utility companies. All public utilities in this subdivision shall be underground.

2. No buildings shall be erected, placed or altered on any plot in this subdivision until the building plans, specifications and the plot plan showing the location of such building has been approved in writing by a majority of the Committee or their authorized representative.

3. All lots in the tract known and used as residential single family lots will have no structure permitted other than one single family dwelling, not exceeding two stories in height above ground and containing not less than 1,200 square feet of living space (excluding basement, garage, porches, patios, and other open spaces) for a single story dwelling, 1,400 square feet for a one and one-half story dwelling, and 1800 square feet for a two story dwelling.

4. Each single-family dwelling shall have an attached, private garage for not less than two nor more than three cars.

5. The construction of any dwelling upon the premises shall be under roof and properly sided within one year from the start of construction.

6. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other outbuilding) shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No structure shall be sided nor covered, in whole or in part, with material which simulates brick or stone, nor shall tar paper stripping be used for outside coverings on any building.

8. No building in this subdivision may be located nearer to the street line than the minimum building line shown on the plat, nor farther from the street line than ten feet behind said minimum building line, unless approved by the Committee.

9. Vehicular parking shall not be permitted on the streets in this subdivision except during emergencies or short periods of congregation or occasional social entertainment by a residence. Parking space must be provided on all lots for not less than two vehicles. For purposes of this covenant, spaces on a drive leading to a garage shall be considered as parking space, however no vehicles shall be parked on same in such a way as to impede the ability of pedestrians to fully utilize the sidewalks.

10. Within one year after residential construction begins on any lot, all driveways and walkways on said lot shall be of a hard surface construction.

11. No mobile trailer coaches, camper vehicles, trailers, or boats, whether set on a foundation or not, shall be allowed to be placed or parked in or upon any residential lot or street in this subdivision, either temporarily or permanently, unless stored in a garage or under roof, excepting guests of a resident, traveling

in or towing such a vehicle, will be allowed a maximum of two weeks parking on the resident's property, either in the driveway or behind the building lot line, in the event said dwelling is a residential single-family lot.

12. Clothes lines shall not be erected, installed nor used on the outside of any residence in this subdivision. TV antennas and satellite dishes shall be permitted only by the review and direction of the Committee as to type, location and appearance.

13. No commercial machinery or rental equipment including trucks larger than a pickup may be parked temporarily or permanently in or upon lots or streets of this subdivision, except for vehicles used for the development of the subdivision or by a contractor during construction of a house or improvement of a lot. Vehicles in disrepair or not regularly being used must be stored inside of the garage.

14. All lot owners shall have complete landscaping finished within one year of occupancy, including a grass lawn and a minimum of one two inch diameter tree in parkway (tree type to be approved by Committee) and four foundation plantings on front elevation.

15. Drainage easements, together with utility easements as shown on the plat, have been provided for surface water drainage. Individual lot owners shall not impede drainage upon and across the areas indicated as drainage easements or utility easements. It shall be the individual lot owner's duty and obligation to establish building elevations and grading of individual lots so as to provide adequate drainage on individual lots and to protect the lot and facilities from surface water flow.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other similar household pets may be kept provided they are not kept, bred nor maintained for any commercial purpose, and further provided that such household pets shall be under the owner's control at all times.

17. No hunting nor trapping of any animal is permitted within the subdivision. If an animal is suspected of being sick or dangerous, the proper county or state authority is to be called.

18. No lot is to be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition

19. No trees over six (6) inches in diameter shall be removed from this subdivision without the permission of the Committee, except as required for the

construction and maintenance of the various improvements permitted.

20. No above-ground swimming pools are permitted. In-ground swimming pools, and the fences required by law around them, must first be approved by the Committee.

21. All property lines shall be kept free and open and no fence, wall, hedge, or other obstruction (except retaining walls constructed for structural purposes only, or approved dog runs) shall be permitted in areas designated as residential single-family lots.

22. No soil or excavated material from any lot in this subdivision shall be deposited on lands other than the lot from which it was excavated or lands held by the developers. No soil or excavated material shall be removed from this subdivision unless approved by the Committee.

23. No sump pump is permitted to be connected to the sewage system.

24. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction or sale.

25. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

26. All areas known as and to be used for the purposes of commercial development, shall have no buildings constructed prior to review and approval by the Committee. All such commercial development and construction shall comply with city ordinances.

27. No property owner within Riverbend Subdivision shall conduct his or her occupation from their residence unless the following conditions are met:

- 1) No signs shall be permitted on the property relating to such business.
- 2) No vehicles, equipment, tools or other appliances used for business purposes shall be present on the property, except that such items may be kept in a closed garage.
- 3) All federal, state and local regulations regarding in home businesses shall be fully complied with.

28. No firewood shall be stored in any manner which allows it to be visible by neighboring residents. Covering firewood, which is stored outside, with temporary coverings such as tarps, does not constitute a valid means by which to obstruct the view of said firewood.

29. If any property owner shall lease or rent his or her property to a tenant or otherwise allow another person or persons to occupy or control the use of said property, then such lessee or other person shall be subject to all the terms and conditions of these covenants and any breach thereof shall be considered a breach by the owner, lessee, or any other person, both jointly and severally. In any event, the property owner shall always remain bound by all of the obligations set forth herein.

30. Enforcement of these covenants shall first be by order of the Covenants Committee or their designee, then by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, or condition, either to restrain said violation or to fully enforce said covenant. All reasonable costs of enforcement or litigation shall be borne by the property owner or owners upon whose property said violation exists. Failure by the Covenants Committee to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter. The Covenants Committee shall have the authority to grant exceptions to said covenants when such requests are reasonable and do not conflict with the spirit of the declarations made herein. Any such granted exceptions do not constitute a waiver of the Covenant Committee's right to enforce such covenants at a later date if the property owner, his or her tenants, or any other person in control of the property exploit the restrictions set forth in any granted exception. The disposition of applications for exceptions to these covenants shall be at the sole discretion of the Covenants Committee, and said committee shall not be required to justify any approvals or denials it sets forth.

By: _____
Mark F. Suchy, Manager
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