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Tx:4050675

**2014R-08819**

**GEORGIA VOLM  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS**

**RECORDED ON  
11/03/2014 10:29 AM**

**REC FEE: 18.00**

**GIS RECORDER FEE: 1.00**

**GIS COUNTY FEE: 19.00**

**RHSP HOUSING FEE: 9.00**

# PROTECTIVE COVENANTS

Prepared by:

GOEHL, SCHUERING, CASSENS & BIER  
506 Vermont Street  
Quincy, IL 62301

KNOW ALL MEN BY THESE PRESENTS that the undersigned **Roger L. Mowen and Marvin W. Mowen**, hereinafter called "Developers", **Timmy D. Smith, Jr. and Laura J. Smith**, hereinafter called "Owners," being the Purchasers of the hereinafter described real estate, do hereby make and establish the following Protective Covenants which shall cover the following described real estate (hereinafter called the "Land"):

A tract of land lying in the Northeast Quarter of Section 28, Township 2 South, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, and being more fully described as follows, to-wit: Commencing at a found stone marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 28, thence South 02 degrees, 11 minutes and 47 seconds West along the West line of the East half of the Northeast Quarter of said Section 902.47 feet to a 5/8" iron pin marking the True Point of Beginning; thence North 90 degrees, 00 minutes and 00 seconds East leaving said West line 145.02 feet to a found 5/8" iron pin; thence South 61 degrees, 33 minutes and 06 seconds East 218.36 feet to a found 5/8" iron pin; thence South 76 degrees, 36 minutes and 41 seconds East 213.69 feet to a found 5/8" iron pin; thence South 54 degrees, 15 minutes and 50 seconds West 41.45 feet to a found 5/8" iron pin; thence South 00 degrees, 32 minutes and 38 seconds West 413.09 feet to a found 5/8" iron pin; thence North 88 degrees, 08 minutes and 02 seconds West 529.60 feet to a found 5/8" iron pin on the West line of the East half of the Northeast Quarter of said Section 28; thence North 02 degrees, 11 minutes and 47 seconds East along said West line 573.96 feet to the Point of Beginning, containing 6.2 Acres, more or less, with the above described having the right of use of a 20.00 feet wide ingress/egress easement lying 20.00 feet South of and coincident with the following described line to-wit: Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 28, thence South 02 degrees, 11 minutes and 47 seconds West along the West line of the East half of the Northeast Quarter of said Section 902.47 feet; thence North 90 degrees, 00 minutes and 00 seconds East leaving said West line 145.02 feet; thence South 61 degrees, 33 minutes and 06 seconds East 218.36 feet; thence South 76 degrees, 36 minutes and 41

seconds East 213.69 feet; thence South 54 degrees, 15 minutes and 50 seconds West 41.45 feet to the True Point of Beginning of said line; thence North 54 degrees, 15 minutes and 50 seconds East 41.45 feet; thence North 58 degrees, 49 minutes and 14 seconds East 265.75 feet to the West line of Mowen Drive; thence South 74 degrees, 15 minutes and 58 seconds East along said West line 40.88 feet to the Point of Termination of said line. Also with the above described being subject to easements and rights-of-way of record, if any. As per Survey #2014-003781 of Randall A. Rees, Illinois Professional Land Surveyor #035-003217 during October of 2014 filed as Document No. 2014R- 08318 in the Office of the Adams County Recorder of Deeds.

Developers have previously established Oakwood Forest Estates, Lots 1-19 of Plat 1 and Lots 111 of Plat 2 (hereinafter called "Oakwood Forest Estates" and the lots located therein are hereinafter called "Lot" or "Lots") recorded in the Office of the Recorder of Deeds of and for Adams County, Illinois on June 25, 2010, as Document No. 2010R-05755 and is described as follows:

Lots One (1) through Nineteen (19) in Oakwood Forest Estates Plat 1 Revised, being a part of the Northwest Quarter of Section Twenty-seven (27) and part of the Northeast Quarter of Section Twenty-eight (28) in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

Lots One (1) through Eleven (11) in Oakwood Forest Estates Plat 2 Revised, being a part of the Southeast Quarter of Section Twenty-one (21) and part of the Northeast Quarter of Section Twenty-eight (28) in Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

Developers will convey the Land to the "Owners" as described herein, subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

These Covenants shall take effect upon the recording hereof and shall apply to the Land.

The restrictions established may be amended by a duly recorded instrument properly signed and acknowledged by sixty percent (60%) or more of the ownership of the Land and all Lots of Oakwood Forest Estates. The owners of the Land shall have one vote and the owner or owners of a Lot shall have one vote. If there are multiple owners of the Land or a Lot, a majority interest shall exercise the right of the Land or Lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed conveying the Land or Lot to said owners shall exercise the right. These Protective Covenants shall not be amended unless the same provision is reflected in the Protective Covenants of Oakwood Forest Estates, recorded in the Office of the Adams County, Illinois Recorder on June 25, 2010 as Document No. 2010R-05755 by a duly recorded instrument properly signed. Notwithstanding anything to the contrary herein, the owners of the Lots shall not have the right to amend these Protective Covenants to open the Land up for development for common areas.

These covenants shall run with the Land and shall be binding on all parties and all persons claiming under them.

If the Owners of the Land, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning a Lot located in Oakwood Forest Estates to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate any such covenant either to prevent him, or her, or them from so doing or to recover damages for such violations. Any action may be brought by a person, firm or corporation having an ownership interest in the Oakwood Forest Estates. If a violation is established the violator or violators shall be liable for the attorney fees and cost of the person, firm or corporation seeking enforcement.

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants herein contained, which shall remain in full force and effect.

1. The Land shall be used as a residential lot or tract and all buildings constructed thereon are to be used for residential purposes only.
2. No commercial activity shall be carried on upon any of said Land.
3. No walls, fences or fencing shall be allowed in the front yard, other than landscaping. No fences or hedge shall be erected, placed or suffered upon any said lot or tract, which shall exceed five (5) feet in height. Any such wall or fencing shall be compatible with the natural surrounding, and shall be subject to the conditions herein set out for materials. No chain link, wire, or metal walls, or fence shall be permitted, except that professionally constructed wrought iron fences may be approved by the Developers, their heirs or assigns as described herein. All walls, and fencing must be continually maintained to present an attractive appearance, or such walls or fencing will be removed at the expense of the lot owner. Any wall or fencing must meet the signed approval of the Developers, his heirs, or assigns.
4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any said Land, except that no more than 3 household pets such as dogs or cats or other household pets may be legal on said premises, and at no time shall they become a nuisance to any other party.
5. No part of the Land shall be used or maintained as a dumping ground for rubbish, or trash. Trash, garbage or any other waste shall not be kept except for in sanitary containers. All such sanitary containers shall be kept out of site, in the garage or other covered and enclosed area. On collection day and during collection hours, containers may be placed at the collection spot. Except for construction debris which shall be cleaned up in an appropriate period of time as determined by the Developers, their heirs and assigns.
6. No septic system or any part thereof shall be located nearer than seventy-five (75) feet from any well site or any site designated as a future well by the developers.
7. No fuel tanks shall be located above ground, unless such tank is otherwise completely hidden from view.
8. Any septic tank installed on any said Land shall not be less than one thousand (1,000) gallons capacity.
9. No inoperable, abandoned or junk vehicles or other types of junk, scrap, iron, metal or other material shall be maintained or kept on any said Land.
10. No mobile home, double wide, modular or other types of moveable residential facilities shall be placed or located on any said Land.
11. Boats and recreational vehicles may be located on said Land, but shall be located in a designated parking area completely out of the view of persons using the roadway in front of the premises, and may not be stored during or prior to the construction period.
12. The exterior of all structures shall be completed within 18 months of the date of commencement of construction.

13. Any construction site must be kept in a neat and orderly state, and no vehicles, equipment, or other large objects shall be allowed to remain on the site in excess of 14 days unless the same are required in the construction of the residence being constructed on the premises, any such items may be subject to review by the Developers.
14. Any alternative material, except as specifically provided herein, shall be approved by the Developers, their heirs or assigns prior to commencement of construction.
15. All yards and buildings located on the Land shall be maintained in a neat and tidy manner. The number, type and location of lawn ornaments, and fixtures shall be placed and maintained in good taste and shall be subject to the approval of the Developers, their heirs or assigns.
16. Any dwelling which may be built on the Land shall be under permanent roof, and the exterior shall be completely finished within 18 months from the date of commencement of construction of said dwelling. Construction of any garages or outbuildings must be completed within 6 months after construction is commenced, and no dwelling, garage, or outbuilding shall remain unfinished or in neglect of repair. There shall be permitted only one outbuilding on the Land.
17. Any house plan to be built on the Land shall meet the written approval of the Developers, their heirs or assigns, prior to the beginning of construction.
18. Wherever feasible, all dwellings on the Land shall contain a full basement. Crawl space or slabs shall not be allowed unless ground conditions will not permit digging of such basement. Any such case is at the sole discretion of the Developers, their heirs or assigns.
19. Building location. No building shall be located on the Land nearer than 35 feet to a street property line, or nearer than 20 feet to any adjoining property line. For these purposes, porches, steps and sidewalks shall be considered a part of the building, and no portion thereof shall encroach upon any adjacent land.
20. All building and structures shall meet all requirements of the local building codes, ordinances and regulations.
21. During the construction, maintenance, or refurbishment of any building on the Land, any littering or damage to the public and private roadways and easements or any adjacent land and any cleanup of them, will be the responsibility of the Owners.
22. Owners shall be responsible for mowing and landscaping, maintenance of said Land up to the property line of said Land, and up to the street such that the Land will always present a neat and attractive appearance, prior to, during and after the construction period.
23. Homeowners Association. The Owners shall agree by the purchasing of said Land to join and become a member of the homeowners association for said Land and agree to pay an annual assessment in the amount of \$110.00 for each calendar year, for the purpose of carrying out all of the general duties and powers of the homeowners association. This fee may be adjusted to compensate for the increase in maintenance cost, rise of utilities for street lighting and other reasons that cause the cost of the duties of the homeowners association to rise and will be adjusted on an annual basis, if necessary. These duties and powers include enforcement of all the covenants, conditions, reservations and restrictions herein, and the general maintenance of streets, street lighting and entrance lighting, subdivision fences or berms, drainage and entrance improvements, entrance signs, and any amenities within said Land of or for the use by the Owners of nearby streets or improvements. Any unpaid assessments against the Land or its owners shall be the personal responsibility and obligation of each owner of said Land at the time of assessment, jointly and severally, and shall also become a lien against the Land upon filing of a notice thereof in the Recorder's Office of Adams County, IL. Remedy of such lien given to the Homeowners Association shall not be exclusive of any other remedy, but the Homeowners Association shall, in the event of default or breach for any reason herein contained, have every other remedy given by law or equity and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture or any other right.
24. The Developers, their heirs or assigns, shall establish and maintain control of said Homeowners Association as President and Vice-president until such time that the Developers decide to relinquish or turnover said positions to a majority vote of the Homeowners of the Land. Eligible parties for these positions must be homeowners within the Land.

25. No noxious or offensive trade or activity shall be carried on upon the Land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or to adjacent property owners.
26. No recreational apparatus will be permitted in any front yard, or any side yard next to a platted street. No recreational apparatus, including swing sets, swimming pools, basketball courts, playground equipment or similar devices shall be located at any point in front of a line drawn parallel with the front of any dwelling structure.
27. No lot, driveway or street shall be used for blocking or jacking automobiles or other vehicles for repair, or any other reason, for any longer than a 24 hour period, and no repair garage of any type shall be located or operated on the Land.
28. No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on the Land shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be constructed or used as a residence.
29. All exterior lighting on the Land, including, but not limited to directional lighting, or drive, and sidewalk lighting shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining land owner.
30. Term extensions. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times, and run with the Land, as against the owners of the Land, regardless of how he acquired title.
31. Expenses. If the Developers of the Land, their heirs or assigns, or any Lot owner of Oakwood Forest Estates employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions or a breach thereof, all costs incurred in the successful enforcement of such, including but not limited to attorneys' fees, shall be paid by the owners of the Land which have violated such covenant.
32. Severability. In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner effect, modify, change or nullify any of the covenants, conditions, reservations or restrictions not declared to be void or unenforceable. All of the remaining covenants, conditions, reservations or restrictions, not expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF WE THE DEVELOPERS, Roger L. Mowen and Marvin W. Mowen, have caused our names to be signed to these Protective Covenants and approve the same this 30 day of October, 2014.

Roger L. Mowen  
 Roger L. Mowen

Marvin W. Mowen  
 Marvin W. Mowen

STATE OF ILLINOIS            )  
   )SS  
 COUNTY OF ADAMS            )

Subscribed and sworn to me this 30th day of October, 2014 by Roger L Mowen.



Melinda Madison  
 Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF ADAMS )

Subscribed and sworn to me this 30 day of October, 2014 by **Marvin W. Mowen**.



Rebecca L. Owsley  
Notary Public

IN WITNESS WHEREOF WE THE OWNERS OF THE LAND cause our names to be signed to these Protective Covenants and approve the same this 30 day of October, 2014.

Timmy D. Smith, Jr.  
Timmy D. Smith, Jr.

Laura J. Smith  
Laura J. Smith

STATE OF ILLINOIS )  
 )SS  
COUNTY OF ADAMS )

Subscribed and sworn to me this 30th day of October, 2014 by **Timmy D. Smith, Jr.**

Melinda Madison  
Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF ADAMS )

Subscribed and sworn to me this 30th day of October, 2014 by **Laura J. Smith**.



Melinda Madison  
Notary Public