


Larry D. Ehmen, County Recorder

**PROTECTIVE COVENANTS AND
HOMEOWNERS ASSOCIATION**

SHADY CREEK SUBDIVISION

23-3-3344-000-00 +
P.I.N.: 23-3-3345-000-00

GOEHL, SCHUERING & CASSENS

KNOW ALL MEN BY THESE PRESENTS, that we, Eugene J. Goerlich and Loretta M. Goerlich, Husband and Wife, (hereinafter "Declarants"), being owners of the real estate herein described, do hereby declare and establish the following Protective Covenants and Homeowners Association.

1. The real estate subject to these Protective Covenants is legally described on "Exhibit A" attached hereto and also being known as Lots 1 and 2 in Clear Creek Subdivision and incorporated herein by reference, and is further described on the Plat of Survey dated March 5, 2004, prepared by Chester V. Brown, Professional Land Surveyor No. 35-2474, a copy of which Plat is attached hereto as "Exhibit B" and incorporated herein by reference. This real estate shall be known as the "Shady Creek Subdivision." It is the intent of the Declarants that portions of the herein described real estate will be sold by them from time to time for use as building lots, i.e., construction of single family dwellings. For the purpose of the Covenants stated hereinafter

the terms "lot" and "lots" shall mean, and these Covenants shall apply to, that portion of the real estate owned by Declarants and designated as "lots" on Exhibit B.

2. All lots shall remain as surveyed and described on Exhibit B, and no such lot thereafter be divided, subdivided, or reduced in size, or sold except as a whole.

3. All lots shall be used for the purpose of constructing and maintaining a single family residence. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached singly family dwelling not to exceed two stories in height excluding basement or foundation and a garage, which shall be attached to the residence for not less than two cars. The garage shall not be located in the basement.

4. Each lot shall have minimum building set back lines as provided in a certain Plat recorded in Book 704 of Plats at page 5441 in the Office of the Recorder of Deeds in and for Adams County, Illinois and shown on Exhibit B.

5. No residence building shall be permitted of less than 1,500 square feet on the first floor, exclusive of attached porches or garages and basements, and no two story buildings shall be permitted of less than 2,000 total square feet with at least 1,100 square feet on the main floor, exclusive of attached porches or garages and basements. No garage shall be permitted of less than 500 square feet and the exterior materials used thereon shall match the house.

6. It being the intention and purpose of these Covenants to assure that all dwellings shall be of a high quality, workmanship and materials, no dwelling shall be constructed of other than new standard construction material. Any and all roll coverings, imitation brick or stone, and imitation siding or used material are prohibited on any dwelling. No mobile or manufactured homes shall be permitted.

7. No building of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Eugene J. Goerlich and Loretta M. Goerlich, the developers of the real estate, or their appointee, as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these Covenants, and location of improvements with respect to topography and finish grade elevation.

8. The work of construction of any building or structure shall be prosecuted diligently and continuously from time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed. The dwelling house which may be built on any of said lots shall be under permanent roof and shall be completely painted within one (1) year from the date construction of said dwelling house is commenced.

Construction of any garages must be completed within a reasonable time after said construction is commenced, and no garage may be allowed to remain in an unfinished or neglected state of repair. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted. All construction and improvements made on said lot shall be in accordance with applicable laws, ordinances and government regulations.

9. Any private entry or driveway on a lot leading to a residence and/or a garage from any public or common access road shall be finished with reinforced concrete and the owner of such lot shall be responsible for maintaining the same.

10. No fence or wall shall be erected, placed or altered on any lot nearer to the property line for such lot than the minimum building set back line, nor erected nearer to the front building line than the rear walls of the dwelling, except for small, ornamental landscaping fencing. No fence or wall shall exceed 5 feet in height.

11. Parking, without the written consent of the Homeowners Association, of vehicles, boats or R.V.'s on any street or common access road for more than one (1) week is prohibited, except for two (2) weeks during any calendar year.

12. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any lot at any time for a residence, either permanently or temporarily.

13. 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 the builder during the construction and sales period, with all said signs to be painted in a professional manner.

14. No noxious or offensive activity shall be maintained or pursued on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on any vacant lots shall be cut during the summer months. The owner or owners of each lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, and the lot shall be maintained in a presentable condition.

15. No animals, livestock or poultry of any kind shall be raised, bred or maintained for any commercial purposes, and domestic animals shall be limited to one dog and one cat which shall be confined at all times in the house, garage, basement or outbuilding, or contained by fence or kennel at the rear of the house.

16. No vegetable gardens for commercial use shall be permitted, but a garden for private use in the back of the house will be allowed.

17. No lot shall be used or maintained 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 materials shall be kept in a clean and sanitary manner.

18. No commercial vehicle, construction vehicle or construction equipment, including but not limited to, semi-tractor trailers, backhoes, cranes, bulldozers, and pickup trucks over one (1) ton, shall be permitted on any of the lots or any common access road unless kept in a garage and completely enclosed, provided that equipment being used in the construction or necessary repair of a permitted building shall be excepted from the prohibition.

19. Satellite dishes or large radio antennas shall not be allowed in the front or side yards.

20. Easements for installation and maintenance of utilities, slope control and drainage facilities are reserved. These easements are located in the areas outside of the dashed lines drawn on each indicated lot on the attached Exhibit B, except that an additional drainage easement is situated on Lot 6 located between the diagonal dashed lines drawn on said lot on the aforesaid Exhibit B. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may create erosion or sliding problems, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area located on each lot and all

improvements permitted on said area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

22. All utility lines shall be placed underground and no outside electrical lines or cable lines shall be placed overhead.

23. No individual sewage disposal system and/or water supply system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Adams County Health Department. Approval of such system as installed shall be obtained from such authority.

24. These restrictions and covenants herein shall run with the land and be a charge upon the real estate herein described, and shall be binding upon the parties hereto and all persons claiming under, by and through them. These covenants shall extend for a period of forty (40) years from the date of these restrictions and covenants and shall be automatically extended thereafter for successive periods of five (5) years, provided said covenants may be modified by agreement of eight (8) of the then owners of the above-described real estate. One vote shall be allotted to each of the lots in Shady Creek Subdivision for such purpose.

25. Invalidity of any of the covenants herein contained by order of any court shall not invalidate the other provisions of these protective covenants and the provisions not so invalidated shall remain in full force and effect.

26. If the parties hereto or any of them or 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 any real property situated in Shady Creek Subdivision to prosecute any proceeding at law

or in equity against the person or persons violating or attempting to violate any such covenant and to either prevent such party or parties from so doing or to recover damages for such violation.

27. A Homeowners Association, to be known as the Shady Creek Subdivision is hereby established. Every person owning a lot in the Shady Creek Subdivision shall be a member of the Association. Each lot shall have one (1) vote in the Association. The Association shall meet at least annually on the first Sunday in May of each year. At the annual meeting, the Association shall elect a Chairperson who shall manage the affairs of the Association. At the annual meeting, the owners of each lot shall be required to pay to the Association an annual dues for each lot owned by them to equal 1/11 of the cost of normal maintenance during the next succeeding year in regard to all common utilities, but not limited to common access road lighting, the repair and maintenance of all common access roads not maintained by any governmental body and the repair and maintenance of any common easements as well as the maintenance of the detention pond easement as shown on Exhibit B attached hereto. In the event that the repair and/or maintenance charges for the foregoing exceed the amount assessed in any year, the Chairperson shall call a special meeting by giving a written notice ten (10) days prior to the special meeting to all the remaining lot owners, and at said meeting the lot owners, by a majority vote, shall determine the amount of any assessment required in regard to the repairs and/or maintenance of the areas requiring said repair and/or maintenance. The Chairperson shall be responsible for paying all of such common area charges from the annual dues. By a majority vote, the Association may adopt such other Bylaws and rules in order to facilitate its business not inconsistent with this covenant. Upon the failure of the Association to meet, or to assess and collect dues, or to pay any such common area charges, any individual lot owner in Shady Creek

No. 200409585 Book 704 Page 9585

Subdivision shall have the right to enforce this covenant to contributing to the aforementioned
common area charges against all other lot owners.

"Exhibit A"

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) in Shady Creek Subdivision, a subdivision of Part of the Southeast Quarter of Section 5, Township 2 South Range Eight West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois

REFERENCES

1) REVERSED BOUNDARY PLAT
RECORDED IN BK 704,
PG. 2489, DATED 3/5/04.

SHADY CREEK SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 5, T. 2 S., R. 8 W.
4th P.M., ADAMS COUNTY, ILLINOIS

No. 200405441 Book 704 Page 5441

RECORDED

May 6, 2004 2:24 PM Fees \$63.00

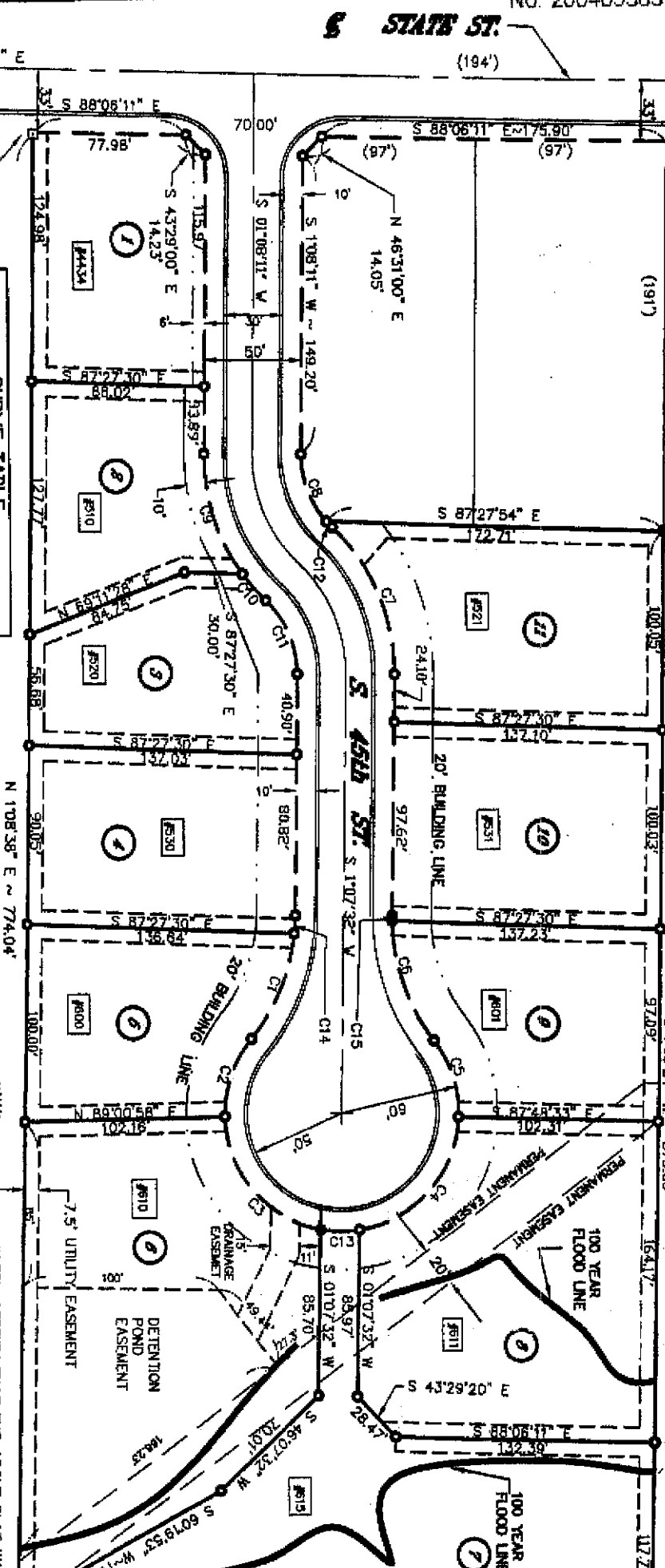
File

Larry D. Ennen, County Recorder

[Signature]

THE SHERIDAN
COUNTY SCHOOL

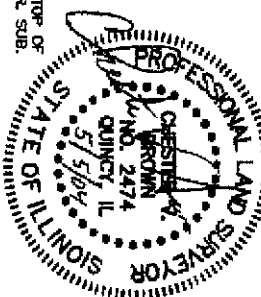
- FOUND CONCRETE
- FOUND 5/8" REB
- SET 5/8" REBAR
- SET CONCRETE 1



CURVE TABLE

| CURVE | LENGTH | RADIUS | CHORD | BEARING |
|-------|--------|---------|--------|---------------|
| C1 | 58.18' | 100.00' | 57.36' | S 23°14'38" W |
| C2 | 40.62' | 60.00' | 41.76' | S 19°23'00" W |
| C3 | 80.99' | 60.00' | 75.76' | S 10°07'32" W |
| C4 | 82.89' | 60.00' | 76.00' | N 41°38'40" E |
| C5 | 41.56' | 60.00' | 41.74' | N 17°37'13" W |
| C6 | 65.89' | 100.00' | 63.86' | N 67°32'40" W |
| C7 | 83.85' | 100.00' | 80.78' | N 62°41'33" W |
| C8 | 37.83' | 50.00' | 36.39' | N 60°19'17" W |
| C9 | 63.53' | 100.00' | 61.17' | S 17°34'44" E |
| C10 | 17.65' | 100.00' | 17.83' | S 10°07'32" E |
| C11 | 41.56' | 50.00' | 40.39' | S 52°41'30" E |
| C12 | 41.44' | 50.00' | 41.44' | N 44°09'02" W |
| C13 | 20.69' | 60.00' | 20.00' | S 88°32'28" E |
| C14 | 9.23' | 100.00' | 9.23' | S 88°32'28" E |
| C15 | 2.41' | 100.00' | 2.41' | N 0°25'00" E |

| LOT | NO. | ACRES | SQ. FT. |
|-----|-----|-------|---------|
| 1 | 1 | 0.23 | 10,390 |
| 2 | 2 | 0.24 | 10,400 |
| 3 | 3 | 0.24 | 10,393 |
| 4 | 4 | 0.23 | 10,386 |
| 5 | 5 | 0.23 | 10,386 |
| 6 | 6 | 0.23 | 10,386 |
| 7 | 7 | 0.23 | 10,386 |
| 8 | 8 | 0.23 | 10,386 |
| 9 | 9 | 0.23 | 10,386 |
| 10 | 10 | 0.23 | 10,386 |
| 11 | 11 | 0.23 | 10,386 |



I HEREBY CERTIFY THAT THE ABOVE PLAT WAS UNDER MY DIRECT SUPERVISION AND THAT THE CONFORMS TO THE CURRENT ILLINOIS MINIMUM BOUNDARY SURVEY AND THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS. I DO FURTHER STATE THAT THE ATTACHED PLAT CERTIFICATE IS ENDORSED, IS TO BE KNOWN AS A SUBDIVISION, CONTAINING ELEVEN (11) LOTS, A THE WEST HALF OF THE SOUTHEAST 1/4, SECTION 5, TOWNSHIP TWO (2) SOUTH OF THE BASELINE 1/4, OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS.

[Signature]
CHESTER V. BROWN, PROFESSIONAL LAND SURVEYOR
MY CURRENT LICENSE EXPIRES NOV. 30, 2005

SHADY CREEK SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 5, T. 2 S., R. 8 W., 4th P.M., ADAMS COUNTY, ILLINOIS

4th P.M., ADAMS COUNTY, ILLINOIS

LEGAL DESCRIPTION

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, T. 2 S., R. 8 W., 4th P.M., ADAMS COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE N 105°24' E, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 1563.95 FEET TO THE POINT OF BEGINNING; THENCE N 88°06'11" W, 324.62 FEET; THENCE N 108°38" E, 774.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE S 88°06'11" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET, 129.86 FEET; THENCE S 105°24' W, 192.84 FEET; THENCE S 87°27'54" E, 194.07 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE S 105°24' W, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 579.08 FEET TO THE POINT OF BEGINNING, CONTAINING 4.90 ACRES AND BEING SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

STATE OF ILLINOIS) SS
COUNTY OF ADAMS)

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED, EUGENE J. GOERLICH AND LORETTA M. GOERLICH ARE THE LEGAL OWNERS OF THE PROPERTY DESCRIBED BY THE PLAT HEREON DRAWN AND HEREON SHOWN AS SUBDIVIDED AND WE HAVE CAUSED SAID LAND TO BE SURVEYED, SUBDIVIDED, STAKED AND PLATTED AS SHOWN HEREON, FOR THE PURPOSES OF CREATING AND ESTABLISHING A SUBDIVISION TO BE KNOWN AS SHADY CREEK SUBDIVISION AND HAVING THIS PLAT RECORDED AS PROVIDED BY LAW.

THE UNDERSIGNED DOES FURTHER ACKNOWLEDGE SAID SURVEY AND SUBDIVISION TO BE CORRECT AND HEREBY DEDICATE THE STREETS SHOWN ON SAID PLAT FOR THE LOCATION, CONSTRUCTION, ESTABLISHMENT, MAINTENANCE AND OPERATION OF ALL PUBLIC UTILITIES OF EVERY KIND AND NATURE, NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE ERECTED ON SAID EASEMENTS.

DATED THIS 5th DAY OF May, 2004.

Eugene J. Goerlich
EUGENE J. GOERLICH

Loretta M. Goerlich
LORETTA M. GOERLICH

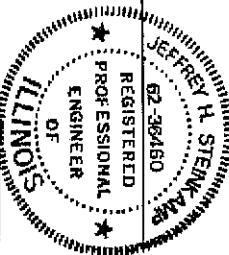
STATE OF ILLINOIS) SS
COUNTY OF ADAMS)

I, JEFFREY H. STEINKAMP, CITY ENGINEER OF THE CITY OF QUINCY, ILLINOIS, DO HEREBY CERTIFY THAT THE ATTACHED PLAT HAS BEEN EXAMINED BY ME AND IS FOUND TO COMPLY WITH THE REQUIREMENTS OF ARTICLE VII "SUBDIVISION" OF THE CODE OF THE CITY OF QUINCY, ILLINOIS.

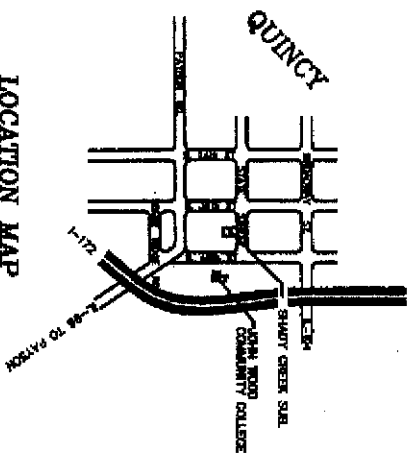
DATED THIS 6th DAY OF May A.D. 2004.

Jeffrey H. Steinkamp
JEFFREY H. STEINKAMP, P.E.
CITY ENGINEER

PSBA PROFESSIONAL DESIGN FIRM
REGISTRATION # 184-000493



LOCATION MAP



STATE OF ILLINOIS) SS
COUNTY OF ADAMS)

I, JENNY HAYDEN, AS CITY CLERK OF THE CITY OF QUINCY, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED WAS APPROVED BY THE QUINCY PLAN COMMISSION, AND WAS DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF QUINCY AT A REGULAR MEETING HELD April 13, A.D. 2004. I FURTHER CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENT TAXES, THAT ANY REQUISITE BOND OR OPTION HAS BEEN SUFFICIENTLY POSTED, THAT THE PLAT IS THEREFORE ENTITLED TO RECORD.

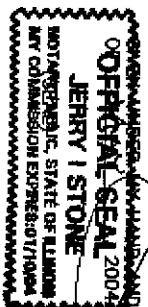
WITNESS MY HAND AND SEAL THIS 6th DAY OF May, A.D. 2004.

Jenny Hayden
JENNY HAYDEN
AS CITY CLERK AFORESAID



STATE OF ILLINOIS) SS
COUNTY OF ADAMS)

I, JERRY L. STONE, A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT AND LORETTA M. GOERLICH, OWNERS OF THE A AND ARE PERSONALLY KNOWN TO ME TO BE THE NAMES ARE SUBSCRIBED TO THE FOREGOING AND EXECUTED THE SAME, APPEARED BEFORE ME AND ACKNOWLEDGED THAT THEY SIGNED, SEAL AND INSTRUMENT AS THEIR FREE WILL AND FOR THE USES AND PURPOSES THEREIN SET FORTH.



I HEREBY CERTIFY THAT THE ABOVE PLAT UNDER MY DIRECT SUPERVISION AND THAT IT CONFORMS TO THE CURRENT ILLINOIS MINIMUM BOUNDARY SURVEY AND THAT I AM A PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

I, DO FURTHER STATE THAT THE ATTACHED CERTIFICATE IS ENDORSED, IS TO BE KNOWN SUBDIVISION, CONTAINING ELEVEN (11) LOTS, THE WEST HALF OF THE SOUTHEAST 1/4, S. TOWNSHIP TWO (2) SOUTH OF THE BASELINE OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS.

Chester V. Brown
CHESTER V. BROWN, PROFESSIONAL LAND SURVEYOR
MY CURRENT LICENSE EXPIRES NOV. 30.