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PREPARED BY:  
James A. Rapp, Attorney  
Schmiedeskamp, Robertson,  
Neu & Mitchell LLP  
525 Jersey Street  
Quincy, IL 62301

**2013R-04998**  
GEORGIA VOLM  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS  
RECORDED ON  
05/20/2013 09:05 AM  
REC FEE: 23.00  
GIS RECORDER FEE: 1.00  
GIS COUNTY FEE: 19.00  
RHSP HOUSING FEE: 9.00  
ELECTRONICALLY RETURNED

**DECLARATION OF DETENTION AREA**  
**COVENANTS, EASEMENTS AND RESTRICTIONS**  
**FOR**  
**CERTAIN STONE CREEK SUBDIVISION LOTS**

THIS DECLARATION is made as of this 13<sup>th</sup> day of May, 2013, by Duane T. Shaffer and Pamela J. Shaffer, husband and wife, Thomas A. Shaffer and Janel K. Shaffer, husband and wife, Shaffer Enterprises L.L.C., an Illinois member managed limited liability company, and JCM Enterprises, LLC, an Illinois limited liability company, hereinafter collectively referred to as the "Declarant".

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of certain lots in the Stone Creek Subdivision developments.

WHEREAS, the specific properties owned by Duane T. Shaffer and Pamela J. Shaffer being subjected to these Restrictions are:

Lots Three (3), Four (4), Five (5), Seven (7) and Eight (8) in Block Five (5) of Stone Creek Phase Four;

Lots Seven (7) and Eight (8) in Block Six (6) of Stone Creek Phase Four;

All of which are parts of a Subdivision of Lots Five (5) and Six (6) of Von Goerr's Subdivision, a recorded Subdivision, and parts of the Northwest Quarter of Section Twenty-five (25) in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in Adams County, Illinois, together with and subject to easements, restrictions, and matters of record.

PIN: 23-6-1129-228-00  
23-6-1129-229-00  
23-6-1129-230-00  
23-6-1129-232-00  
23-6-1129-233-00  
23-6-1129-240-00  
23-6-1129-241-00

WHEREAS, the specific properties owned by JCM Enterprises, LLC, an Illinois limited liability company, being subjected to these Restrictions are:

Lots Ten (10) and Eleven (11) in Block One (1) in Stone Creek Phase Three;

Lots One (1), Two (2), Fifteen (15) and Sixteen (16), in Block Two (2) of Stone Creek Phase Three;

All of which are parts of a Subdivision of Lots Five (5) and Six (6) of Von Goerr's Subdivision, a recorded Subdivision, and parts of the Northwest Quarter of Section Twenty-five (25) in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in Adams County, Illinois, together with and subject to easements, restrictions, and matters of record.

PIN: 23-6-1129-205-00  
23-6-1129-206-00  
23-6-1129-207-00  
23-6-1129-208-00  
23-6-1129-211-00  
23-6-1129-212-00

WHEREAS, the specific properties owned by Thomas A. Shaffer and Janel K. Shaffer, being subjected to these Restrictions are:

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22) in Block Seven (7) of Stone Creek Phase Four;

All of which are parts of a Subdivision of Lots Five (5) and Six (6) of Von Goerr's Subdivision, a recorded Subdivision, and parts of the Northwest Quarter of Section Twenty-five (25) in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in Adams County, Illinois, together with and subject to easements, restrictions, and matters of record.

PIN: 23-6-1129-244-00  
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23-6-1129-251-00  
23-6-1129-256-00  
23-6-1129-257-00  
23-6-1129-258-00  
23-6-1129-259-00  
23-6-1129-260-00  
23-6-1129-261-00  
23-6-1129-262-00  
23-6-1129-263-00

WHEREAS, the specific properties owned by Shaffer Enterprises L.L.C., being subjected to these Restrictions are:

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block Eight (8) in Stone Creek Phase Four situated in the City of Quincy, Adams County, Illinois.

All of which are parts of a Subdivision of Lots Five (5) and Six (6) of Von Goerr's Subdivision, a recorded Subdivision, and parts of the Northwest Quarter of Section Twenty-five (25) in Township One (1) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in Adams County, Illinois.

PIN: 23-6-1129-269-00  
23-6-1129-270-00  
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23-6-1129-272-00  
23-6-1129-273-00  
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23-6-1129-278-00  
23-6-1129-279-00  
23-6-1129-280-00

WHEREAS, the above-described lots are benefited from lakes and/or detention ponds and areas ("Detention Areas").

WHEREAS, the Detention Areas and related rights or easements are owned by Duane T. Shaffer and Pamela J. Shaffer and more particularly described as follows:

Area 1:

Part of Stone Creek Phase 4 Subdivision, in the Northwest Quarter of Section Twenty-five (25), in Township One (1) South of the Base Line, Range Nine (9) West of the

Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the West line of said Northwest Quarter Section a deed record 1452 feet North of the Southwest corner of said Northwest Quarter measured as North 00° 54' 52" East 1452.69 feet; thence South 89° 47' 13" East 327.84 feet to the point of beginning; thence South 89° 47' 22" East 660.71 feet to a ½" iron bar; thence South 00° 07' 07" West 110.00 feet to a ½" iron bar; thence North 89° 47' 22" West 660.98 feet to a ½" iron bar; thence North 00° 15' 34" East 110.02 feet to the point of beginning, containing 1.67 acres, more or less, with the above described tract being subject to easements and rights of way of record and not of record, if any; ALSO

Area 2:

Part of Stone Creek Phase 4 Subdivision, in the Northwest Quarter of Section Twenty-five (25), in Township One (1) South of the Base Line, Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the West line of said Northwest Quarter Section a deed record 1452 feet North of the Southwest corner of said Northwest Quarter measured as North 00° 54' 52" East 1452.69 feet; thence South 89° 47' 13" East 858.84 feet to the point of beginning; thence North 00° 15' 34" East 80.00 feet to a ½" iron bar; thence South 89° 44' 26" East 221.00 feet to a ½" iron bar; thence North 00° 15' 35" East 62.00 feet to a ½" iron bar; thence South 89° 44' 26" East 55.00 feet to a ½" iron bar; thence Southeasterly 14.59 feet along a 10 feet radius curve to the right, having a chord bearing and length of South 57° 46' 12" East 13.33 feet; thence Southeasterly 51.18 feet along a 60 feet radius curve to the left, having a chord bearing and length of South 42° 40' 40" East 49.64 feet; thence South 00° 15' 34" West 98.44 feet to a ½" iron bar; thence North 89° 47' 22" West 321.12 feet to the point of beginning, containing 0.71 acres, more or less, with the above described tract being subject to easements and rights of way of record and not of record, if any; ALSO

Area 3:

Part of Stone Creek Phase 4 Subdivision, in the Northwest Quarter of Section Twenty-five (25), in Township One (1) South of the Base Line, Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois; being more particularly bounded and described as follows, to-wit:

Beginning at a point on the West line of said Northwest Quarter Section a deed record 1452 feet North of the Southwest corner of said Northwest Quarter measured as North 00° 54' 52" East 1452.69 feet; thence South 89° 47' 13" East 302.84 feet to the point of beginning; thence North 00° 15' 34" East 142.22 feet to a ½" iron bar; thence South 89° 44' 26" East 50.00 feet to a ½" iron bar; thence South 00° 15' 34" West 141.87 feet to a ½" iron bar; thence North 89° 47' 22" West 50.00 feet to the point of beginning, containing 0.16 acres, more or less, with the above described tract being subject to easements and rights of way of record and not of record, if any; ALSO

Area 4:

Part of Stone Creek Phase 4 Subdivision, in the Northwest Quarter of Section Twenty-five (25), in Township One (1) South of the Base Line, Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the West line of said Northwest Quarter Section a deed record 1452 feet North of the Southwest corner of said Northwest Quarter measured as North 00° 54' 52" East 1452.69 feet; thence North 00° 54' 52" East 542.85 feet; thence South 89° 44' 26" East 1370.00 feet to the point of beginning; thence continuing South 89° 44' 26" East 108 feet to a ½" iron bar; thence South 00° 15' 34" West 154.00 feet to a ½" iron bar; thence North 89° 44' 26" West 108.00 feet to a ½" iron bar; thence North 00° 15' 34" East 154.00 feet to the point of beginning, containing 0.38 acres, more or less, with the above described tract being subject to easements and rights of way of record and not of record, if any,

all situated in the City of Quincy, Adams County, Illinois.

PIN: 23-6-1129-290-00  
23-6-1129-289-00

WHEREAS, Declarant desires to subject and impose upon the said lots various mutual and beneficial covenants, easements, and restrictions, as well as related liens and charges (hereinafter referred to as the "Restrictions") for the benefit of and to complement the lots subject to this Declaration and the future owner or owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the above described lots (which include any other lot or lots that become subject to this Declaration) shall be held, conveyed, hypothecated or encumbered, leased, rented, used, and occupied, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the lots, established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots and the Subdivision of which they are a part as a whole; all of these Restrictions shall run with the land and shall be binding upon the Declarant and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereto (such persons being sometimes hereinafter referred to as "owner" or "owners").

1. LAKES AND/OR DETENTION PONDS:

A. ESTABLISHMENT: The Detention Areas are established for the benefit of the lots subject to these Restrictions. For this purpose, the Detention Areas are not considered a lot.

B. OTHERS BENEFIT: Other lots may benefit from the Detention Areas that are not initially made subject to these Restrictions. With the approval of the Declarant, other lots or property may join and be subject to these Restrictions as if originally listed as lots subject to these Restrictions. However, where a lot or other property is not subject to these Restrictions,

nothing in these Restrictions is intended to limit the right of the owners of lots subject to these Restrictions, the Declarant, or the Association hereafter referenced from bringing any actions against others benefiting from the Detention Areas in order to seek contribution, damages, or other amounts from them on account of their use and benefit from the Detention Areas.

C. NO ADVERSE RIGHTS: No adverse rights shall exist with respect to the Detention Areas even if they are utilized, occupied, or maintained by others. It is anticipated, for example, that unless prohibited that an adjoining property owner may well voluntarily mow or otherwise maintain a portion of the Detention Areas. Such use, occupation, or maintenance is at such adjoining property owners own risk.

D. TRANSFER: Declarants Duane T. Shaffer and Pamela J. Shaffer, or their successors in interest, including but not limited to, the association referred in in paragraph 4, may withdraw Area 3 from these covenants and sell or transfer such Area.

## 2. EASEMENTS:

A. DETENTION AREA ACCESS: The Declarant shall have the right of reasonable access over and across lots and the areas around the Detention Areas to access the Detention Areas. This shall in no way prevent or limit construction or improvement of lots. Such ingress and egress is for the purposes of the maintenance, repair, improvement, or other purposes related thereto.

B. DRAINAGE AND UTILITY: Easements are reserved as shown on the recorded Subdivision Plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may interfere with the use of the easements for purposes indicated. Further, nothing may be done which changes 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 of each lot and adjoining public areas, if any, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C. STABILIZATION: Each lot shall be subject to an easement for the maintenance and permanent stabilization control of slopes including, but not limited to, those relating to or affecting the Detention Areas or any retaining walls and devices.

D. ACTION: No owner of any lot shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any rights reserved or established hereunder, excepting in cases of willful or wanton negligence.

## 3. POWER TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

A. GENERALLY: The Declarant shall have the power to levy an annual charge or special charges (herein "charge" or "charges") against the owner or owners of lots to cover the costs relating to the Detention Areas and appurtenances. The costs are intended to include, by way of example, the maintenance, repair, improvement, insurance, taxes specially levied, or

other costs related thereto. Charges also may include a reasonable reserve. Charges are imposed irrespective of whether a residence has been constructed on a lot. Charges shall first be assessed for the year 2014. The charges shall be the same for each lot and imposed per lot.

**B. BILLING:**

1.) The charge or charges shall be paid by lot owners within thirty (30) days after billing. Payment will not be due, however, prior to February 1<sup>st</sup> of each year for which charges are imposed.

2.) Billings are to be accompanied by a budget. The budget may include, by way of example, anticipated expenses, past expenses to be paid or reimbursed, and a reserve fund.

3.) In lieu of payment, the Declarant (or any of them) may provide in kind services having a value of at least the payment due on lots owned by Declarant where approved by Declarant Shaffer Enterprise L.L.C., or upon transfer of the Detention Areas, then the Association referred to in paragraph 4.

4.) If any charge levied or assessed against any lot subject to these Restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the person or persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these Restrictions shall bear interest at the judgment interest rate then established by the State of Illinois until paid in full. If, in the opinion of the Declarant, such charges have remained due and payable for an unreasonably long period of time, the Declarant may institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Declarant in collecting the same. Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot subject to these Restrictions is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay all charges.

5.) The Declarant shall, upon demand, at any time, furnish a certificate certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. No certificate shall be required where the conveyance is by Declarant.

4. TRANSFER OF DETENTION AREAS: Declarant Duane T. Shaffer and Pamela J. Shaffer own the Detention Areas. They may, at any time, transfer and convey the Detention Areas of a homeowner's association. At such time, all rights, obligations, and powers of the Declarant under these Restrictions including, but not limited to, powers to maintain, repair, and improve, and to levy charges relating thereto, shall be vested entirely and exclusively in the association. References to Declarant in these Restrictions shall thereupon refer solely to the association.

5. OTHER RIGHTS UNAFFECTED: Nothing in these Restrictions is intended to limit or affect other rights that may exist with respect to the Detention Areas.

6. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.: The Owner or Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to these Restrictions.

7. TITLES, ETC.: The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8. DURATION AND APPLICATION:

A. RUN WITH LAND: These Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of five (5) years unless at least two-thirds (2/3) of the then owners of the lots subject hereto sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. At any time, at least four-fifths (4/5) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part. The revocation or change of these Restrictions shall not affect any common law or other rights or obligations regarding drainage.

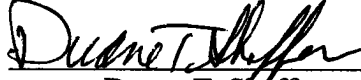
B. LOT OWNERS: In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right. The Declarant is considered an owner of any lots held by Declarant.


9. SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.



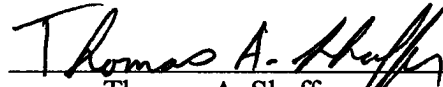
DECLARANT

DUANE T. SHAFFER and PAMELA J.  
SHAFFER, husband and wife

  
Duane T. Shaffer

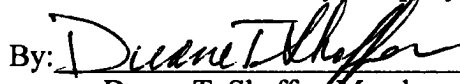
  
Pamela J. Shaffer

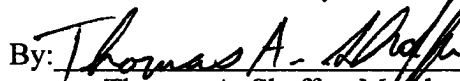
THOMAS A. SHAFFER and JANEL K.  
SHAFFER, husband and wife

  
Thomas A. Shaffer

  
Janel K. Shaffer

SHAFFER ENTERPRISES L.L.C.,  
an Illinois limited liability company


By:   
Duane T. Shaffer, Member

By:   
Thomas A. Shaffer, Member

Being the sole and only members

JCM ENTERPRISES, LLC,  
an Illinois limited liability company

By:   
Jason D. Connoyer, Member

By:   
Maria L. Connoyer, Member

Being the sole and only members

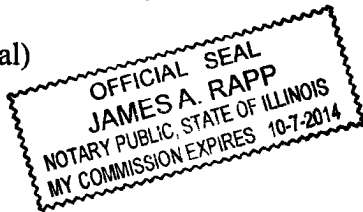
**ACKNOWLEDGEMENT**

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF ADAMS     )

I, James A. Rapp, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Duane T. Shaffer and Pamela J. Shaffer, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 13<sup>th</sup> day of May, 2013.

(Seal)



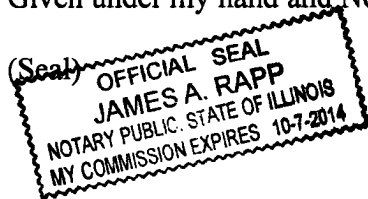
[Signature]  
Notary Public

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF ADAMS     )

I, James A. Rapp, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that Thomas A. Shaffer and Janel K. Shaffer, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 13<sup>th</sup> day of May, 2013.



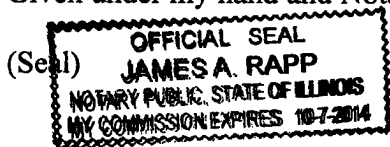
[Signature]  
Notary Public


**ACKNOWLEDGEMENT**

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF ADAMS       )

I, James A. Rapp, a Notary Public in and for said County in the State aforesaid, do hereby certify that Duane T. Shaffer and Thomas A. Shaffer, personally known to me to be the Members of Shaffer Enterprises, L.L.C., an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Members, they signed and delivered the said instrument as such Members of said limited liability company, pursuant to authority given by them as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 13<sup>th</sup> day of May, 2013.



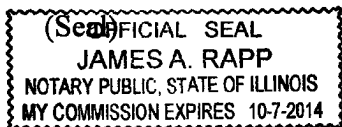
  
\_\_\_\_\_  
Notary Public


**ACKNOWLEDGEMENT**

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF ADAMS       )

I, James A. Rapp, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jason D. Connoyer and Maria L. Connoyer, personally known to me to be the Members of JCM Enterprises, LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Members, they signed and delivered the said instrument as such Members of said limited liability company, pursuant to authority given by them as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 13<sup>th</sup> day of May, 2013.



  
\_\_\_\_\_  
Notary Public