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Tx:4040627

2013R-09880

GEORGIA VOLM

ADAMS COUNTY CLERK/RECORDER

ADAMS COUNTY, ILLINOIS

RECORDED ON

10/02/2013 08:56 AM

REC FEE: 19.00

GIS RECORDER FEE: 1.00

GIS COUNTY FEE: 19.00

RHSP HOUSING FEE: 9.00

**First Amendment to the
Restrictions and Covenants
of the Summer Creek Subdivision
located in the Melrose Township in Adams County.**

The Summer Creek Subdivision contains nineteen (19) lots, numbered one (1) through nineteen (19).

**Also recorded with this Amendment is Exhibit #1,
which allows the property owners of Lot #13 to have an exemption for Covenant #4.**

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Restrictions and Covenants - Summer Creek Subdivision

These restrictions and covenants have been put into effect to uphold the property values of the homes within the neighborhood and to ensure a safe, well-maintained subdivision for all Summer Creek property owners and residents. In addition to the restrictions and covenants outlined below, the lots within the Summer Creek subdivision are subject to the building and zoning rules applicable to the City of Quincy because the subdivision is located within a one and one-half mile radius of the Quincy city limits. Furthermore, City of Quincy nuisance ordinances and/or property maintenance violations are applicable, with exceptions and exemptions noted herein.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one half (2 ½) stories in height, excluding basement or foundation, and a private garage, which may not be detached from the residence for not more than two (2) cars. Lots eight (8), nine (9), seventeen (17) and eighteen (18) are exempt from the above, in that multiple dwellings will be permitted. An approved family protection or "fall out" shelter may be exempted from this paragraph. New construction of additional dwellings or detached garages for non-commercial use will be subject to written approval of the majority of the property owners.
2. Minimum building set back lines from the street property line to be as indicated on plat and ten (10) feet from side lot lines.
3. No building shall be permitted of less than one thousand five hundred (1,500) square feet, exclusive of attached porches or garages and basements. This applies to new structures erected after the effective date of this document.
4. All detached existing or future sheds or outbuildings must be kept behind a line parallel to the rear wall of the dwelling. Additionally, no such building can exceed two hundred twenty-five (225) square feet or exceed one and one half (1 ½) stories in height. Exceptions can be granted by written approval of the majority of the property owners.
5. During the construction period of buildings, all mud, debris, etc., shall be kept clear of street lines.
6. The exterior of all homes including their attached garages shall be of clay brick veneer or clay brick, except that a small amount of other material will be permitted on the gables, windows, trim, etc. Concrete bricks/blocks will not be allowed. Brick lines on all homes

shall be a maximum of one (1) foot above ground level. All EXISTING modifications and/or additions to dwellings not in compliance with this covenant are exempt.

7. From the time of purchase, any and all lots shall be neatly maintained – grass mowed, landscaping trimmed in a neat and orderly manner in compliance with City of Quincy ordinances. Grass clippings and yard debris are not to be left in the street, but may be burned on the property lots in compliance with Adams County ordinances. Property owners shall keep the exterior of the dwelling or all improvements in such a state of repair or maintenance as to avoid their becoming unsightly or a detriment to other lots/homes in the subdivision. Property owners are to prevent the existence of any condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate of the individual lot or the real estate of the subdivision.
8. Easements for installing and maintenance on utilities and drainage facilities are reserved as shown on plat. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, of which may change the direction, obstruct or slow the flow of water through drainage channels within the easements. The easement area of each lot, and all improvements on it shall be maintained by the owner of the lot except for improvements for which a public authority or utility company is responsible.
9. No temporary structure such as a trailer, tent, shack, and barn or out building shall be used on any lot at any time as a residence either permanently or temporarily.
10. No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or for rent or a sign used by the builder during the construction, re-modeling, or sales period. Existing signs not in compliance with this covenant are exempt.
11. No animals, livestock or poultry of any kind shall be raised, bred or maintained for any commercial purposes.
12. No COMMERCIAL vegetable gardens will be permitted within the subdivision.
13. No lot shall be used or maintained as a dumping and/or storage ground for exposed organic or inorganic rubbish, unused or inoperative equipment, or items subject to EPA disposal regulations. Trash should be kept in appropriate containers, disposed of properly and in a prompt and timely manner. Incinerators or other equipment for the storage and disposal of waste shall be kept in a clean and sanitary condition and in compliance with Adams County ordinances.

14. No lot shall be used for commercial or private repair of any vehicle other than temporary repairs that can be completed within two (2) days, unless kept in a closed garage.
15. No wrecked, junked, disabled, unlicensed, or non-street legal vehicle shall remain in or on any street or on any lot for more than two (2) days unless kept in a closed garage.
16. All vehicles owned and/or operated by dwelling occupants shall be parked in the lot driveway. If necessary to park in the street, all said vehicles shall be parked within the lot boundary lines and on the same street side as the lot. Recreational vehicles, boats, boat trailers or similar vehicles may be temporarily parked on streets for cleaning, packing, and short-term maintenance issues. The occupants of the multi-family dwellings are exempt from this specific covenant, which also does not apply to parking needs as the result of a temporary gathering.
17. No fence, wall, hedge, or shrub planting which obstructs the sight line at elevations between two (2) feet and six (6) feet above the driveways shall be placed or permitted to remain within the triangular area formed by the street, property lines and a line connecting them of points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent any obstruction of such sight lines.
18. These restrictions and covenants are to run with the land and shall be binding upon all parties and persons claiming them for a period of thirty (30) years from the date these restrictions and covenants are recorded, and shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said restrictions and covenants in the whole or in part.
19. Invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These restrictions and covenants, posted with the Adams County Recorder of Deeds on October 1, 2013, have been agreed upon by property owners within the Summer Creek Subdivision and are binding on all property owners as outlined in #18 above.

Summer Creek Property Owners

- Lot #1 – Bryan & Shelley Swift: Shelley Swift / Bryan Swift 9/44/13
- Lot #2 – Lee & Lolie Johnson: Lolie Johnson / Lee Johnson
- Lot #3 – Mae Shierling: Declined
- Lot #4 – Robert & Ann Tierney: Robert Tierney / Ann Tierney 9-13-13
- Lot #5 – William & Stacey Winkle: Declined
- Lot #6 – Andrew & Cheryl Stuckman: Declined
- Lot #7 – Richard & Phyllis McDonald: Richard McDonald / Phyllis McDonald 9/22/13
- Lot #8 – Richard & Beth Deters: Beth Deters 9/23/13
- Lot #9 – Edward & Emily Robbearts: Edward Robbearts / Emily Robbearts 9/22/13
- Lot #10 – Tony & Angela Metz: Angela Metz 9/29/13
- Lot #11 – Robert & Bonnie Bissler: Robert Bissler 9-13-13 Robert J. Bissler 9/13/13
- Lot #12 – Robert & Carol Welding: Robert Welding 9-22-13
- Lot #13 – Leonard & Carol Gross: Leonard Gross 9/22/13
- Lot #14 – Leonard & Carol Gross: Leonard Gross 9/22/13
- Lot #15 – David & Judy Jones: David Jones 9/23/13
- Lot #16 – Stan & Carman Brown: Carman Brown 9/29/13
- Lot #17 – John & Tammy Rupp: John Rupp / Tammy Rupp 9/29/13
- Lot #18 – John & Tammy Rupp: John Rupp / Tammy Rupp 9/29/13
- Lot #19 – Edward & Emily Robbearts: Edward Robbearts / Emily Robbearts 9/22/13
- 2512 Rebecca Court – Amy Pabisiak: Declined
- 2515 Rebecca Court – Willard & Ruth Walker: Willard Walker / Ruth Walker
- 4208 Rebecca Court – Richard & Donna Shatz: Richard Shatz 9/17/13 Donna Shatz 9/17/13

Property Owners Adjacent to the Summer Creek Subdivision

- 2408 Summer Creek – Timothy & Kristie Haubrich: _____
- 2409 Summer Creek – Edward & Betty Ann Neff: _____

Exhibit #1

September 12, 2013

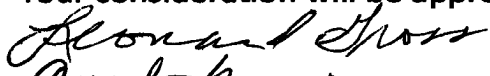

Neighbors of Summer Creek:

We are asking for an amendment or exemption to #4 of the restrictions and covenants for Summer Creek.

Our lot #13, being a corner lot, we have two smaller out buildings at the south of our drive way surrounded by a wooden fence and shrubbery that have been there for approximately 20 years.

To comply with #4 as presented, we would have to tear down the existing and build a larger outbuilding to the rear of our home. Due to our lot having streets on two sides, we feel this would be much more visible to anyone entering our subdivision as our back yard is one of the first things you see.

Your consideration will be appreciated.



Leonard & Carol Gross

217 223 3658

leg1935@hotmail.com

Summer Creek Property Owners

Lot #1 – Bryan & Shelley Swift: Shelley Swift
Lot #2 – Lee & Lolie Johnson: Lee Johnson
Lot #3 – Mae Shierling: _____
Lot #4 – Robert & Ann Tierney: Ann Tierney
Lot #5 – William & Stacey Winkle: Stacey & Bill Winkle
Lot #6 – Andrew & Cheryl Stuckman: Andrew Stuckman
Lot #7 – Richard & Phyllis McDonald: Richard & Phyllis McDonald
Lot #8 – Richard & Beth Deters: Beth Deters
Lot #9 – Edward & Emily Robbearts: Emily Robbearts Edward Robbearts 9/22/13
Lot #10 – Tony & Angela Metz: Angie Metz 9/28/13
Lot #11 – Robert & Bonnie Bisser: Bonnie Bisser Robert F. Bisser
Lot #12 – Robert & Carol Welding: Robert Welding
Lot #13 – Leonard & Carol Gross: Leonard Gross 9/22/13
Lot #14 – Leonard & Carol Gross: Leonard Gross 9/22/13
Lot #15 – David & Judy Jones: David Jones 9/22/13
Lot #16 – Stan & Carman Brown: Carman 9/29/13
Lot #17 – John & Tammy Rupp: John Rupp Tammy Rupp 9/30
Lot #18 – John & Tammy Rupp: John Rupp Tammy Rupp 9/30
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2512 Rebecca Court – Amy Pabisiak: _____
2515 Rebecca Court – Willard & Ruth Walker: Willard
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Property Owners Adjacent to the Summer Creek Subdivision

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2409 Summer Creek – Edward & Betty Ann Neff: _____