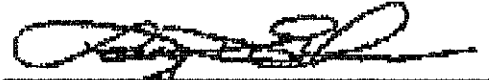


RECORDED

Jan 29, 2003 3:55 PM Fees \$22.00



Larry D. Ehmen, County Recorder

**DECLARATION OF
COVENANTS, EASEMENTS
AND RESTRICTIONS OF CAMP
POINT BUSINESS PARK**

CLAUSE I

STATEMENT OF DECLARATION

1. This declaration is made this 23rd day of December, 2002, by Adams Electric Cooperative, hereinafter called the COOPERATIVE.
2. Whereas, the COOPERATIVE is the owner of real property described as the Camp Point Business Park Subdivision, herein after called the BUSINESS PARK, is desirous of subjecting said real property to the restrictions, covenants, conditions and easements herein after set forth, each and all of which is and are for the benefit of said property, and shall apply to and bind the successors in interest and any owners thereof.
3. Now, therefore, Adams Electric Cooperative hereby declares that the property described and referred to as the Camp Point Business Park is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and easements herein after set forth.
4. The real property is more particularly described as: Camp Point Business Park Subdivision of the Southeast Quarter of Section 26 in Township 1 North of the Base Line and in Range 6 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to wit:

Beginning at the East Quarter corner of said Section 26; thence South 01°25'15" West along the East line of the Southeast Quarter of said Section 26 a distance of 799.38 feet to the North Right-of-Way line of U.S. Route 24; thence North 78°21'39" West along said North line 1232.95 feet; thence North 33°48'53" West 77.11 feet; thence North 01°12'38" East 456.24 feet; thence North 66°56'45" East 76.76 feet; thence North 01°21'38" East 33.00 feet to the North line of the Southeast Quarter of said Section 26; thence South 88°25'00" East along said North line 1189.80 feet to the Point of beginning, containing 19.77 acres, including road Right-of-Way, all according to the plat thereof on file and of record as Document 200212131 in Book 610 of Plats at Page 12131, and a Surveyor's Correction Certificate as Document 200300165 in Book 620 at Page 165 in the office of the Adams County Recorder of Deeds, Quincy, Illinois.

Adams County Abstract

CLAUSE II - DEFINITION OF TERMS

1. "Subdivision Committee," when referred to herein, shall mean the Executive Committee or such other Committee as appointed by the Board of Directors of Adams Electric Cooperative.
2. "Building Site" shall mean a lot, two or more contiguous lots, or portions thereof, or a parcel of land upon which a building and appurtenant structures may be erected in conformity with the requirements of these conditions, covenants, restrictions and easements.
3. "Improvements" shall mean the construction, erection, demolition, or other modification of any building, appurtenant structures, parking areas, loading areas, docking areas, material storage areas, fences, signs, walls, hedges, lawns, plantings and any other structures of any type or kind located above ground.
4. "Building Line" (or "Lines") shall mean the minimum distance which any building structures, loading areas, docking areas, material storage areas, fences, walls, signs, or other similar structures shall be set back from the property or street line and from adjacent building site lines and reference is hereby made to the recorded plat of the Camp Point Business Park for the location of such building lines.

CLAUSE III - PURPOSE AND CONTROL

1. The general purpose of the BUSINESS PARK shall be for retail sale of consumer goods, commercial offices, and uses related thereto.
2. The real property described in Clause I hereof is subject to the conditions, covenants, restrictions and easements hereby declared for the following purposes:
 - a. To protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property;
 - b. To preserve, so far as practicable, the natural beauty of such property;
 - c. To guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials;
 - d. To insure the highest and best development of said property;
 - e. To encourage and secure the erection of attractive buildings thereon with appropriate locations thereof;
 - f. To prevent the haphazard and inharmonious improvement of building sites;
 - g. To secure and maintain proper setbacks from streets and adequate space between buildings, and;

- h. To provide adequately for a high type and quality of improvements in said property and thereby to enhance the values of investments made by purchases of building sites therein.
3. There is hereby established a Subdivision Committee, which may be the same as the Executive Committee, as appointed by the Board of Directors of COOPERATIVE. The decisions on approval or disapproval of any and/or all plans, specifications, alterations, or improvements on any building site shall carry the full authority of the Board of Directors of COOPERATIVE except that an appeal of a decision of the Subdivision Committee may be made to the full Board of Directors. The decision of the Board of Directors of COOPERATIVE on any appeal shall be final, subject only to judicial review.

CLAUSE IV - CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS

1. No construction, or exterior alteration of the buildings, utilities, signs, landscaping, parking areas, loading and docking areas, or other improvements or exterior modifications may be initiated without review of plans and developments and approval by the Subdivision Committee to effectuate the purposes set forth herein, but which approval shall not be unreasonably withheld. The following information, as appropriate, shall be submitted to the Secretary of the Subdivision Committee for its consideration of plans:
 - a. Preliminary architectural plans for proposed building or buildings;
 - b. A building site plan showing location and design of buildings, driveways and driveway access to streets, parking areas, loading and docking areas, maneuvering areas, structures, signs, drainage, storm water detention areas, exterior materials, storage areas and their screening, and landscaping;
 - c. A grading and planting plan showing future grade contours or elevations and proposed landscaping including screen walls and fences, if any, for analysis of adequacy of visual screening and erosion control.
 - d. A plan showing utilities and utility easements;
 - e. A plan showing location, design, sizes, color and lighting of any sign or signs;
 - f. A description of proposed operations in any building including an estimate of the initial and maximum number of employees contemplated;
 - g. Any other information required or requested by the Subdivision Committee in order to ensure compliance with the requirements contained herein.
2. The Subdivision Committee shall give approval or disapproval of any plan within thirty (30) days from

the date on which the complete plans and specifications are submitted to its Secretary. Any appeal of the Subdivision Committee to the Board of Directors of COOPERATIVE shall be acted on by said Board within thirty (30) days from the date such appeal is received in writing by the Secretary of the Board of Directors. Such approval or disapproval by the Subdivision Committee, or the Board of Directors in cases of appeal, shall be in writing. In the event said Subdivision Committee or the Board of Directors fails to approve or disapprove said plans within said time limits, such approval shall not be required; however, it shall be the duty of the person or persons submitting such plans to ascertain from the appropriate Secretary whether such plans have been approved or disapproved within said time limit.

3. No part of any building site or any building structure or improvement shall be used for purposes other than the retail sale of goods and products, and commercial offices, and related uses of said activities.
4. Each owner and tenant, and each of their respective heirs, devisees, legatees, grantees, assigns, transferees, donees, executors, administrators, guardians, and other personal representatives, of any lot or lots, or portion thereof, hereby agrees to cooperate in the planning, granting, executing, acknowledging and recording of all easements or right-of-ways as may be deemed necessary and reasonable by COOPERATIVE for the further development of said BUSINESS PARK. Said easements or right-of-ways may include, but are not limited to, those reasonably necessary for electric, telephone, gas, water, sanitary sewer, railroads, streets, highways, entrances, and access roads and the determination of what is reasonably necessary shall be within the sole discretion of COOPERATIVE.
5. There shall be a minimum setback of a thirty (30) feet building line from the front property line. Said building line shall be applicable to any building, parking area, loading or docking area, signs or other above ground structure that is permanent in nature, excepting BUSINESS PARK entrance signs for which this thirty (30) feet setback shall not apply.
6. There shall be a minimum ten (10) foot setback, building line to side property line, where the property line divides two (2) building sites. Said building line shall be applicable to any building, fence, screening, parking area, loading or docking area, signs or other above ground structure that is permanent in nature.
7. No building, fenced or screened area, parking area, loading or docking area, sign or other above ground structure that is permanent in nature, or any combination thereof, shall occupy more than seventy percent (70%) of any building site.
8. No on-street parking shall be permitted in said BUSINESS PARK. Adequate off-street parking, loading and unloading facilities shall be provided by the owner and/or tenants of all building sites for all employees, customers, agents, invitees and all other persons transacting business with either the owners or occupants of any part or all of any building site. (Adequate off-street parking should be approximately one hundred eighty (180) square feet of parking space for each employee, customer, agent, invitee or person as described previously.)

9. Off-street parking, loading and unloading, and docking shall be permitted in any area of any building site, except in areas designated as setback areas. Said parking areas shall be of hard surface material or treated in such a manner as to eliminate, as much as practicable, any dust.
10. No building or structure, except fencing, screening or signs, shall be erected, permitted or placed, except as permitted in section eleven (11) of this clause, on any building site unless the exterior structure thereof is of stone, steel, brick, reinforced concrete, glass, equivalent masonry construction, or a combination of these materials unless prior written approval for use of other materials is secured from the Subdivision Committee. All buildings and/or other structures shall meet the then current building codes, as amended, of the Village of Camp Point.
11. No trailer, tent, shack, garage, barn or other similar outbuilding shall at any time be used for human habitation, temporarily or permanently; nor shall any structure of a temporary character be maintained upon any building site, except during periods of construction.
12. No materials, inventory, parts, rubbish, waste materials or other personal property shall be kept, stored, maintained or accumulated on any part of any building site outside of buildings erected thereon except where prior written approval of the Subdivision Committee is secured and adequate screening, fencing, setbacks and compliance with any other conditions required by said Committee.
13. No garbage or decomposable animal or vegetable wastes shall be placed or stored upon any building site except in tightly covered containers constructed of suitable materials, and said containers shall be maintained in an orderly and sanitary condition. All other refuse shall be placed in containers or enclosures in a manner not constituting a nuisance by reason of wind-litter, disorderly appearance or abnormal fire hazard. Appropriate fencing and/or screening of refuse storage shall be provided.
14. No signs of any type, except for appropriate street signing deemed necessary by the Village of Camp Point, shall be erected or placed on any part of any building site without first being approved in writing by the Subdivision Committee. The following restrictions shall apply to any sign:
 - a. No sign shall be placed in such a manner as to obstruct the view and cause danger to any street traffic.
 - b. No sign, other than official traffic signs, shall be erected within the lines of any street unless specifically required or authorized by ordinances or regulations.
 - c. Real estate signs, including signs advertising sale of or rental of premises and direction signs, shall not exceed thirty-two (32) square feet on one (1) side of such sign.
 - d. Signs indicating the location and direction of premises in process of development shall not exceed twenty-four (24) square feet on one (1) side.
 - e. Signs attached to any building shall not extend more than six (6) feet from the building, shall not

- extend over any setback area and shall not exceed three hundred (300) square feet on one (1) side.
- f. No sign shall be erected that exceeds three hundred (300) square feet on one (1) side.
 - g. Other than real estate and direction signs, signs erected on any building site shall be limited to identifying the names of the person or persons, companies or corporations together with the type of business or its products.
15. No part of any building site or any building or structure shall be used in such a manner as to constitute a nuisance to the occupants or owners of any other building site by way of creation or emission of odors, gasses, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials or any other means or substances. All property owners or tenants shall conform to all rules and regulations now established, and as may be amended, of the Federal and State Environmental Protection Agencies, Adams County Health Department, Village of Camp Point and any similar governing agency.
 16. No live animals or poultry of any kind shall be kept or maintained on any part of any building site except such animals as may reasonably be used for protection or safeguarding of property and then only when controlled in a proper manner.
 17. All those portions of any building site not used for a building, structure, parking area, loading or docking area, access street, sidewalk, material storage, natural or man-made waterways, or similar use shall be landscaped attractively with lawn, trees, shrubs and similar materials. The building site owner and/or tenant shall maintain all landscaped areas thereafter in an attractive and well-kept condition.
 18. No topsoil or other fill materials shall be removed for any reason from the BUSINESS PARK without first receiving written approval from COOPERATIVE. Any excess dirt remaining after the construction or modification of any building site shall be placed on other areas of the BUSINESS PARK when and as directed by COOPERATIVE.
 19. Property owners of Lots 1, 2, 3 and 4 are required to install a sanitary sewer holding tank and pump that meets Village of Camp Point specifications. The property owner's pump will discharge into a private sewer force-main that will be installed to Village specifications. Each property owner that is connected to the private force-main will be jointly and equally financially responsible for the routine operations and maintenance including replacement, if necessary. If a gravity sanitary sewer system is installed, to Village specifications, each property owner will be required to abandon and remove their private sewer holding tank/pump and connect to the Village's gravity sanitary sewer system, pay a sewer connection charge and monthly Village sewer charges.
 20. If any purchasers of any building site shall not have reasonably commenced construction of an acceptable building on said site within one (1) year from the date of execution and delivery of a deed, by COOPERATIVE, COOPERATIVE retains the option to refund the purchase price and enter into possession of said site unless arrangement for extension of this clause, either prior to or after the date

of execution and delivery of the deed, has been made in writing by the COOPERATIVE to the purchaser. If the COOPERATIVE exercises such option to repurchase, the owner or owners of such building site or sites shall immediately execute and deliver to the COOPERATIVE a proper warranty deed of conveyance of the site or sites involved, free and clear of all liens and encumbrances.

CLAUSE V - PENALTIES, LIMITS AND AMENDMENTS

1. These covenants, restrictions and easements shall become effective upon the recording of this instrument with the Recorder of Deeds of Adams County, Illinois. All of the foregoing restrictions are intended to constitute a general plan for the benefit of and enforceable by all present and future owners of or parties interested in any of the lots in the subdivision aforesaid or any part thereof and their heirs and assigns as well as by Adams Electric Cooperative.
2. Except as set forth herein, these covenants herein set forth shall run with the land and shall bind the present owner, its successors and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owner of said building sites, with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereof.
3. These restrictions shall be effective and binding on grantor, grantee, their respective assigns, successors in interest and all parties claiming by, under or through them until December 31, 2012, at which time these restrictions shall be automatically extended for successive periods thereafter of ten (10) years each, unless modified by execution and recording of Amendments by COOPERATIVE, with the written consent of the then fee simple owners of two-thirds (2/3) of the land area subject to these covenants.
4. These conditions, covenants, restrictions and easements may be amended by the Board of Directors of COOPERATIVE until such time as three-fourths (3/4) of the land area is sold. Thereafter, these conditions, covenants, restrictions, and easements may be amended upon the written consent and/or request of the then fee-simple owners of two-thirds (2/3) of the land area subject to these covenants.
5. Invalidation of any of these covenants, or any part thereof, by law, Court Order, or Village Ordinance, shall in no way affect any of the other provisions that shall remain in full force and effect.
6. If any owner, tenant or assignee of any part of any building site, or any other person, should violate any of these conditions, covenants, restrictions or easements, it shall be lawful and permissible for any one (1) or more of the other owners of any building site within said BUSINESS PARK, to prosecute any proceedings at law or in equity against the person or persons committing such violation for any remedies that are available including, but not limited to, actions for injunctive relief and damages. The COOPERATIVE shall be entitled to recover from any person or persons violating or attempting to violate any of these conditions, covenants, restrictions or easements, all attorneys fees, costs and expenses, incurred by COOPERATIVE, with respect to securing the enforcement of or the compliance with these conditions, covenants, restrictions or with respect to any actions, either at law or in equity, commenced by COOPERATIVE for such purpose or purposes.