



Adams County Clerk/Recorder
Book: 706 Page: 3644

Receipt #: 200200612
Pages Recorded: 4

Recording Fee: \$25.00
Rental Housing Support Program
State Surcharge Pd 4/18/2006:
\$10.00

Date Recorded: 4/18/2006 10:45:50 AM



FIRST BANKERS TRUST CO.

(Above for Recorder's use only)

DUPLEX COVENANTS

Dan Vonderhaar is the owner of the following described real estate:

All of Lot 3 in Block 5 in Frese Meadows First Addition, a subdivision in the City of Quincy, Adams County, IL.

Reference is hereby made to plat of subdivision recorded in Book 15 of Plats at page 890.

Permanent Index No: 23-6-1129-084-00

Said owner has constructed upon said Lot 3 a duplex residential structure, and he intends to sell each unit of the duplex separately. Reference is hereby made to and plat of survey recorded in Book 706 of Plats at page 3320 where the units are designated as 3342 Genevieve and 3340 Genevieve.

Said Lot 3 and each unit of the duplex structure, along with all other lots in said Frese Meadows First Addition Subdivision, are subject to Declaration of Covenants, Conditions, Easements and Restrictions filed in Book 92 of Miscellaneous Records at page 428 and easements and restriction as appear on the Plat of Subdivision recorded in Book 15 of Plats at page 890. In addition, Dan Vonderhaar, hereby declares that said Lot 3 is held and will be held, conveyed, encumbered, leased, rented, occupied and improved subject to the following further conditions and covenants, all of which are declared to be in furtherance of a plan for the purpose of enhancing and protecting the value, desirability and attractiveness of the two units of the duplex structure located on the property. These conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property.

A. **Effective Date:** These covenants shall take effect immediately upon the recording of this document and shall apply immediately to said Lot 3.

B. **Violation and Enforcement:** If the owner(s) of any duplex unit shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning other interest in said Lot 3 to prosecute any proceeding at law or in equity against any party violating or attempting to violate any such covenant to prevent that party from so doing or to recover damages for such violation or violations or for such other legal or equitable relief as may be allowed. In addition, the party found to be in violation of any covenant shall be liable to the person or persons prosecuting such violations for expenses of such prosecution including reasonable attorney's fees and other litigation expenses incurred. Any judgment against any party found to be in violation shall include the amount of such expenses in favor of the person or persons prosecuting such violation. The rights and responsibility for enforcement of these covenants is with each duplex unit owner.

C. **Covenants:** The covenants are as follows:

1. The dividing wall between the two dwelling units which are placed on the dividing line between the North and South halves of said Lot 3 is declared to be a party wall between the adjoining units. The drywall and other improvements attached to said party wall on either side is not considered to be a part of the party wall.

2. Neither owner(s) of the adjoining units will alter or change the party wall, interior decoration excepted, unless specifically agreed to in writing by all owners and such writing filed of record.

3. Each owner will be responsible for keeping the roof over his, her, or their dwelling unit in good condition for the benefit of each dwelling unit. If a decision is made to install a new roof, each dwelling unit owner(s) will contribute one-half of the cost thereof.

4. Each dwelling unit owner(s) will be responsible for maintaining in good condition all exterior walls and foundation of such unit.

5. Any alteration, additions, or improvements to the exterior of any dwelling unit will require the written consent of the owner(s) of the other dwelling unit, which consent will not unreasonably be withheld.

6. Each dwelling unit owner(s) shall maintain his, her, or their yard in a neat and orderly condition.

7. All driveways will be maintained in good condition.

8. Each covenant shall be severable. That is, invalidation of any one of these covenants by a judgment or Court order shall in no way affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, Dan Vonderhaar has executed this document on April 12, 2006.

Part of Lot 3 in Block 5 in Frese Meadows First Addition, an addition to the City of Quincy, Adams County, IL, described as follows: Beginning at the Northwest corner of said lot, thence South along the West line of said lot 46.18 feet, thence East to a point on the East line of said lot which is 46.21 feet South of the Northeast corner of said lot, thence North along the East line of said lot to the Northeast corner thereof, and thence West along the North line of said lot to the Northwest corner of said lot and the point of beginning.

Reference is hereby made to plat of survey recorded in Book 706 at page 3320.

PERMANENT INDEX NUMBER: 23-6-1129-084-00 (SPLIT)