

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS FOR 3200-3210 GENEVIEVE,  
QUINCY, ADAMS COUNTY, ILLINOIS**

**THIS DECLARATION**, made on the date hereinafter set forth by Brian T. Schuette and Kimberly L. Schuette, hereinafter referred to as "Declarants."

**WITNESSETH:**

WHEREAS, Declarants are the owners of certain property in the County of Adams, State of Illinois, which is more particularly described in Exhibit A, attached hereto and expressly incorporated herein by reference; and

WHEREAS, Declarants will convey the real estate described in Exhibit A, subject to certain protective covenants, conditions, restrictions, easements, charges and liens as hereinafter set forth:

NOW THEREFORE, Declarants hereby declare that all of the real estate described in Exhibit A shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants, conditions, restrictions, easements, charges and liens shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the real estate described in Exhibit A or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Properties" shall mean and refer to all of that certain real property described on Exhibit A hereto.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel or tract that is part of the Property, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation. In the event that any one parcel or tract is owned by more than one person or entity, all such owners shall be collectively referred to as "Owner."

Section 3. "Lot" shall mean and refer to, separately, parcel A and parcel B identified on Exhibit A hereto.

Section 4. "Unit" shall mean and refer to any portion of a building situated within the Properties in an area designated and intended for use and occupancy as a residence by a single family.

## **ARTICLE II PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the Properties placed upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of Entry. Each Owner is granted the right to enter the other Owner's Lot or Unit, or to authorize entries by a contractor or his agents, at reasonable times and upon reasonable notice, to the extent reasonable and necessary to repair, construct, or maintain the party wall.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE III EASEMENTS OF ENCROACHMENT**

Section 1. Reciprocal appurtenant easements exist as between the Lots and Units for any encroachment due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed, or altered on it, provided the construction, reconstruction, or alteration is in accordance with the terms of this declaration. The easement exists to a distance of not more than two (2) feet as measured from any point on the common boundary between the Lots, along a line perpendicular to the boundary at that point. No easement for encroachment will exist as to any encroachment occurring due to the willful conduct of an Owner.

**ARTICLE IV  
ARCHITECTURAL CONTROL**

Section 1. Any exterior additions or modifications shall only be made in harmony with the external design, including but not limited to color scheme and materials, of the Units on the Lots, absent written consent of all Owners.

**ARTICLE V  
EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. The repair and replacement of the roof shall be the responsibility of the Owners. In the event of a leak needing repair, the affected Owner shall be responsible for said repair. In the event that the entire roof requires replacement, it shall be agreed upon by all the Owners and the cost of replacing the roof shall be born equally by all Owners.

Section 2. Right of Entry. Each Owner is granted the right to enter the other Owner's Lot and Unit, or to authorize entries by a contractor or his agents, at reasonable times and upon reasonable notice, to the extent reasonable and necessary to repair, construct, or maintain the roof.

Section 3. Arbitration. In the event of any dispute arising concerning the roof, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VI  
RESTRICTIONS & COVENANTS**

Section 1. Each Unit shall be used for housing and related common purposes for which the Property was designed and for no other purpose.

Section 2. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit and Lot and all improvements thereon.

Section 3. Nothing shall be done or kept in any Unit or Lot which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the other Owners.

Section 4. No noxious or offensive activity shall be carried on in any Unit or Lot, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

Section 5. Nothing shall be done in any Unit or Lots which will impair the structural integrity of the building located on the Properties, or which would structurally change the building except as is otherwise provided herein. No Owner shall overload the electric wiring in the building, or operate machines, appliances, accessories or equipment in such manner as to cause, an unreasonable disturbance to others.

Section 6. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit or Lots.

Section 7. During the period of construction of the Units by Declarants, the Declarants and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Units as may be required in connection with said construction. Until all of the Units have been sold by the Declarants and occupied by the purchasers, the Declarants may use and show one or more of such unsold or unoccupied Units as a model, and may maintain customary signs in connection therewith.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Enforcement. Any Owner shall have the right to enforce, by proceeding at law or in equity, charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in now way affect any other provisions that shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by all the Owners. Any Amendment must be property recorded.

**EXHIBIT A**

Parcel A:

Lot 2 of Block 6 of Frese Meadows First Addition, a subdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 24 in Township 1 South of the Base Line and in Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, EXCEPT the South Half thereof.

Parcel B:

The South Half of Lot 2 of Block 6 of Frese Meadows First Addition, a subdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 24 in Township 1 South of the Base Line and in Range 9 West of the Fourth Principal Meridian, Adams County, Illinois.