



8 0 7 7 7 6 0

Tx:4054508

**2015R-02609**

**CHUCK R. VENVERTLOH  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS**

**RECORDED ON**

**04/09/2015 2:33 PM**

**REC FEE: 22.00**

**GIS RECORDER FEE: 1.00**

**GIS COUNTY FEE: 19.00**

**RHSP HOUSING FEE: 9.00**

**ELECTRONICALLY RETURNED**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS**

This Declaration of Covenants, Conditions, Easements and Restrictions is made on April 7, 2015, by FIM, Inc. referred to as "Declarant."

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of real estate described on Exhibit A, attached hereto and expressly incorporated herein by reference; and

**WHEREAS**, Declarant intends to establish a subdivision called "Robert R. Frese Business Park" and to sell lots in the above described property in accordance with a common plan designed to preserve the value and qualities of said land for the benefit of future owners.

**NOW, THEREFORE**, Declarant declares that said real estate shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and each and every person or entity who now or in the future own any portion or portions of said real property

**ARTICLE I**  
**Definitions**

1. "Lots" shall mean and refer to, separately, Lots 1, 2, 3, 4, 5 and 6 identified on the Plat of Subdivision recorded on 4/9 2015, as Document Number ~~4~~, in the Recorder's Office of Adams County, Illinois. \*2015R-02608

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

**ARTICLE II**  
**Land Use, Building Type, and Condition of Sale**

1. Buildings on the real property shall be used, consistent with zoning requirements, for residential purposes, manufacturing purposes or for commercial purposes of the type normally found in a manufacturing or commercial development, including without limitation, manufacturing facilities, service shops, offices, warehouses, and retail stores.

2. At the time Declarant sells any of the Lots, it shall be a condition of said sale that the buyer will take all steps necessary to bring all exterior and party walls into compliance with the building code and the fire code within 30 days from the date of closing of the sale. Declarant shall advise the City of a sale prior to the sale by Declarant of any Lot.

**ARTICLE III**  
**Easements**

1. An easement for installation and maintenance of the City sewer is reserved as shown on the recorded subdivision plat (the "Sewer Easement"). Within this easement, no

structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of and maintenance of the sewer, other than the structures currently in existence on Lot 1 and Lot 4, and any future structures placed or constructed on Lot 1 and Lot 4 at the same or similar location as the current structure ("Future Reconstruction"), as long as the Future Reconstruction does not damage the City sewer. The Sewer Easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

2. Access easement through Lot 5. A nonexclusive twenty (20) foot wide easement is reserved across Lot 5 for use by the Owners of Lot 1 and Lot 5 (hereinafter the "Lot 5 Easement"), as shown in the plat of survey and subdivision recorded on April 9, 2015, in Book     of Plats at page     as Document Number \* in the Recorder's Office of Adams County, Illinois. \*2015R-02608

a) No permanent buildings or structures shall be erected on the Lot 5 Easement. No vehicles shall be parked on the Lot 5 Easement nor shall any other obstructions be placed upon the Lot 5 Easement.

b) The Lot 5 Easement shall be used by the Owners of Lot 1 and Lot 5 solely for ingress and egress to Lot 1 and Lot 5, and may be used by any vehicle that is commercially reasonable for the servicing and use of Lot 1 and Lot 5.

c) The Lot 5 Easement shall be a perpetual nonexclusive access easement and shall be binding upon the heirs, successors and assigns of the Owners of Lot 5 and Lot 1. This Lot 5 Easement shall run with the land.

d) All costs and expenses including but not limited to labor, time, material and supplies incurred by the Owners of Lot 1 and Lot 5 in connection with maintaining, repairing, replacing, upgrading, patching, resurfacing, rebuilding, sealing, coating, stripping, clearing of snow and ice and other similar work to the Lot 5 Easement as may be reasonably necessary to keep it in drivable condition shall be shared pro rata between the Owner of the Lot 1 and Owner of Lot 5. The Owner of Lot 5, or their designate, shall initiate the general maintenance of that easement at their reasonable discretion and may collect the pro rata share from the Owner of Lot 1. Any Owner not paying their proportionate share of the cost and expenses within thirty (30) days after the request is made to them shall pay a late fee of \$25.00 per day until their proportionate share of such expense is paid in full. The Owners shall have all remedies at law and equity to collect the unpaid share of such cost and expenses and late fees from the delinquent Owner.

e) The Lot 5 Easement shall inure to the benefit of and bind the Owners of Lot 1 and Lot 5, their successors, legal representatives, heirs and assigns.

3. Access easement #1 through Lot 4. A nonexclusive thirty (30) foot wide easement is reserved across Lot 4 for use by the Owners of Lots 1, 2, 3, 4, 5, and 6 (hereinafter "Lot 4 Easement #1"), as shown in the plat of survey and subdivision recorded on

April 9, 2015, in Book — of Plats at page — as Document Number \* in the Recorder's Office of Adams County, Illinois. \*2015R-02608

a) No permanent buildings or structures shall be erected on the Lot 4 Easement #1. No vehicles shall be parked on the Lot 4 Easement #1 nor shall any other obstructions be placed upon the Lot 4 Easement #1.

b) The Lot 4 Easement #1 shall be used by the Owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, solely for ingress and egress to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, and may be used by any vehicle that is commercially reasonable for the servicing and use of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6. Notwithstanding the foregoing, the Owners, guests and invitees of Lots 1 and 3 may use Lot 4 Easement #1 to access the Lot 4 Parking Easement.

c) The Lot 4 Easement #1 shall be a perpetual nonexclusive access easement and shall be binding upon the heirs, successors and assigns of the Owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6. This Lot 4 Easement #1 shall run with the land.

d) All costs and expenses including but not limited to labor, time, material and supplies incurred by the Owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 in connection with maintaining, repairing, replacing, upgrading, patching, resurfacing, rebuilding, sealing, coating, stripping, clearing of snow and ice and other similar work to the Lot 4 Easement #1 as may be reasonably necessary to keep it in drivable condition shall be shared pro rata between the Owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6. The Owner of Lot 4, or their designate, shall initiate the general maintenance of that easement at their reasonable discretion and may collect the pro rata share from the Owners of Lot 1, Lot 2, Lot 3, Lot 5 and Lot 6. Any Owner not paying their proportionate share of the cost and expenses within thirty (30) days after the request is made to them shall pay a late fee of \$25.00 per day until their proportionate share of such expense is paid in full. The Owners shall have all remedies at law and equity to collect the unpaid share of such cost and expenses and late fees from the delinquent Owner.

e) The Lot 4 Easement #1 shall inure to the benefit of and bind the Owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, their successors, legal representatives, heirs and assigns.

4. Access easement #2 through Lot 4. A nonexclusive twenty (20) foot wide easement is reserved across Lot 4 for use by the Owners of Lots 4, 2 and 3 (hereinafter the "Lot 4 Easement #2") as shown in the plat of survey and subdivision recorded on April 9, 2015, in Book — of Plats at page — as Document Number \* in the Recorder's Office of Adams County, Illinois. \*2015R-02608

a) No permanent buildings or structures shall be erected on the Lot 4 Easement #1. No vehicles shall be parked on the Lot 4 Easement #2 nor shall any other obstructions be placed upon the Lot 4 Easement #2.

b) The Lot 4 Easement #2 shall be used by the Owners of Lot 2, Lot 3 and Lot 4, solely for ingress and egress to Lot 2, Lot 3 and Lot 4, and may be used by any vehicle that is commercially reasonable for the servicing and use of Lot 2, Lot 3 and Lot 4.

Notwithstanding the foregoing, the Owners, guests and invitees of Lots 1 and 3 may use Lot 4 Easement #2 to access the Lot 4 Parking Easement.

c) The Lot 4 Easement #2 shall be a perpetual nonexclusive access easement and shall be binding upon the heirs, successors and assigns of the Owners of Lot 2, Lot 3 and Lot 4. This Lot 4 Easement #2 shall run with the land.

d) All costs and expenses including but not limited to labor, time, material and supplies incurred by the Owners of Lot 2, Lot 3 and Lot 4 in connection with maintaining, repairing, replacing, upgrading, patching, resurfacing, rebuilding, sealing, coating, stripping, clearing of snow and ice and other similar work to the Lot 4 Easement #2 as may be reasonably necessary to keep it in drivable condition shall be shared pro rata between the Owners Lot 2, Lot 3 and Lot 4. The Owner of Lot 4, or their designate, shall initiate the general maintenance of that easement at their reasonable discretion and may collect the pro rata share from the Owners of Lot 2 and Lot 3. Any Owner not paying their proportionate share of the cost and expenses within thirty (30) days after the request is made to them shall pay a late fee of \$25.00 per day until their proportionate share of such expense is paid in full. The Owners shall have all remedies at law and equity to collect the unpaid share of such cost and expenses and late fees from the delinquent Owner.

e) The Lot 4 Easement #2 shall inure to the benefit of and bind the Owners of Lot 2, Lot 3 and Lot 4, their successors, legal representatives, heirs and assigns.

5. Parking Easement on Lot 4. A nonexclusive easement is reserved on the entirety of the area of Lot 4 on which no building or other permanent structure is erected (the "Parking Area"), for use by the Owners of Lots 1 and 3, and for the tenants, guests and invitees of the Owners of Lots 1 and 3 (the Owners of Lots 1 and 3 and their tenants, guests and invitees shall be collectively referred to as the "PE Grantees"), solely for the purpose of parking vehicles on the Parking Area and for ingress to and egress from the Parking Area, all as more fully set forth herein (hereinafter the "Lot 4 Parking Easement").

a) The Owner of Lot 1, and its tenants, guests and invitees, shall be allowed to park their vehicles on the Parking Area. However at no time may they park more vehicles on the Parking Area than the number off-street parking spaces required by the then-current City of Quincy Municipal Code (the "Code") applicable to the use of Lot 1. By way of example and not by way of limitation, if the then-current Code requires the Owner of Lot 1 to have 3 off-street parking spaces, then the Owner of Lot 1, and its tenants, guests and invitees, may park 3 vehicles at any one time on the Parking Area.

b) The Owner of Lot 3, and its tenants, guests and invitees, shall be allowed to park their vehicles on the Parking Area. However at no time may they park more vehicles on the Parking Area than the number off-street parking spaces required by the then-current Code applicable to the use of Lot 3.

c) The Lot 4 Parking Easement shall be used only by the PE Grantees, solely for off-street parking and ingress to and egress from the Parking Area. No vehicles may be parked in

the Parking Area overnight. The Owner of Lot 4 may designate the space to be used for this purpose, but if no space is designated, then the Owners of Lots 1 and 3 shall ensure that parked vehicles do not interfere with any another easement on or over Lot 4 or interfere with any use by the Owner of Lot 4.

d) No permanent buildings or structures shall be erected on Lot 4 that, at the time of the proposed construction, would result in Lot 1 or Lot 3 being non-compliant with the then-current Code provisions regarding off-street parking. Notwithstanding the foregoing, nothing herein shall prohibit the Owner of Lot 4 from constructing or reconstructing a permanent building or structure on the same location the current building is located, as shown in the plat of survey and subdivision recorded on April 9, 2015, in Book — of Plats at page — as Document Number ~~\*~~ in the Recorder's Office of Adams County, Illinois.

*\* 2015R-02608*  
e) The Lot 4 Parking Easement shall be a perpetual nonexclusive easement and shall be binding upon the heirs, successors, guests, tenants, invitees and assigns of the Owners of Lot 1, Lot 3 and Lot 4. This Lot 4 Parking Easement shall run with the land.

f) The Owner of Lot 4 shall be responsible for all costs and expenses to maintain the Lot 4 Parking Easement.

g) The Lot 4 Parking Easement shall inure to the benefit of and bind the Owners of Lot 1, Lot 3 and Lot 4, their successors, legal representatives, heirs and assigns.

6. General Utilities Easement. An easement is hereby reserved over the entirety of Lots 1, 2, 3, 4, 5 and 6, for the benefit and use of the Owners of Lots 1, 2, 3, 4, 5 and 6 for the sole purpose of installation and maintenance of any and all utilities (hereinafter the "General Utility Easement"). Any utilities, including but not limited to water, sewer, gas, and electric, currently in place may remain in place and may be replaced, repaired or upgraded at their current location at the expense of the Owner served by the utility. Any damage resulting from the installation or maintenance of utilities in the General Utility Easement area shall be repaired by the Owner served by the utility. Further, any utilities not currently in place may be installed in the General Utility Easement area, subject to the following: no utilities shall be installed below any building located on a Lot other than utilities serving that specific lot; and all utilities shall be installed in a location solely on the Lot to which the utility provides service, if possible.

#### **ARTICLE IV** **Party Walls**

1. General Rules of Law Apply. Each wall which is built as a part of the original construction of a building upon the Lots 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.

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 party wall in proportion to such use.

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 uses 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.

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

5. Right of Entry. Each Owner is granted the right to enter the other Owner's Lot or building, 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.

6. New Construction. Party walls exist between Lot 1 and Lot 2, Lot 2 and Lot 3, Lot 3 and Lot 4, and Lot 5 and Lot 1. No new party walls shall be created, other than in circumstances related to the reconstruction of a building, or part thereof, that was previously constructed utilizing a party wall on one of the aforementioned Lots. Each and every Owner is prohibited from erecting a new building or other structure using a wall on an adjacent Lot as a party wall, other than as outlined in the previous sentence related to reconstruction.

7. 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 arbitrators.

#### **ARTICLE V** **Site Maintenance**

1. The Owners of Lots shall be responsible for the maintenance and general upkeep of the landscaping on individual lots. No direct dumping of any garbage or refuse shall be allowed on any Lot in the subdivision.

#### **ARTICLE VI** **Street Lights and Sidewalks**

1. The Owner of any Lot shall be responsible for the costs of all lights and sidewalks required to be installed in accordance with rules and regulations of the City of Quincy.

#### **ARTICLE VII** **Term**

1. These covenants, conditions, and restrictions, excluding the easements outlined in Article III, (collectively the "Non-Easement Covenants") shall run with the land and shall be binding on all Owners and all persons claiming under them for a period of forty (40) years from the date these Non-Easement Covenants are recorded, after which time the Non-Easement Covenants shall be automatically extended for successive periods of ten (10) years unless the majority of the then Owners of the Lots sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part.

2. The easements outlined in Article III shall run with the land and shall continue for a perpetual term.

**ARTICLE VIII**  
**Enforcement**

1. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**ARTICLE IX**  
**Attorney's Fees**

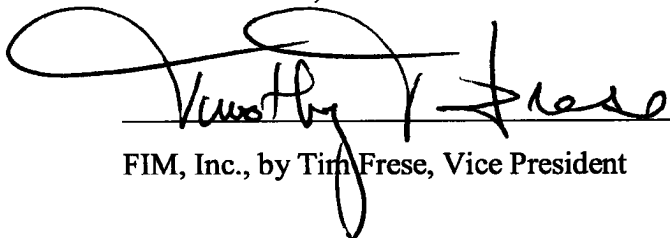
1. The prevailing party in any suit at which one or more violations of these covenants are alleged shall be entitled to attorney's fees from the non-prevailing party.

**ARTICLE X**  
**Severability**

1. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF**, Declarant has executed this Declarations of Covenants, Conditions, Easements and Restrictions the day and year first written.

DECLARANT,

  
FIM, Inc., by Tim Frese, Vice President

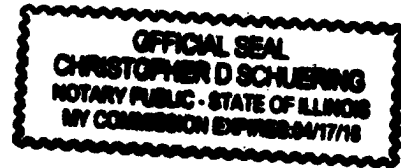


STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF ADAMS     )

The foregoing instrument was acknowledged before me this 7 day of April,  
20 15, by Tim Frese, known to me to be the person who executed the foregoing instrument.

Christopher D. Schuering  
Notary Public

Commission Expires: 4/17/18



Prepared by: Christopher D. Schuering  
Goehl, Schuering, Cassens & Bier  
506 Vermont Street  
Quincy, IL 62301  
(217) 224-2555

## EXHIBIT A

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Robert R. Frese Business Park, being a subdivision of Block 56 in John Wood's Addition to the Town now City of Quincy, Illinois and being more particularly bounded and described as follows: Beginning at the northeast corner of said Block 56, thence South 00 degrees 00 minutes 15 seconds East on the east line of said Block 56 a distance of 399.95 feet to the southeast corner of said Block 56, thence North 89 degrees 22 minutes 55 seconds West on the south line of said Block 56 a distance of 397.82 feet to the southwest corner of said Block 56, thence North 00 degrees 01 minute 57 seconds West on the west line of said Block 56 a distance of 273.69 feet to a corner on the boundary of said Block 56 said corner being the intersection of the east line of South 4th Street and the southeasterly line of Delaware Street, thence North 56 degrees 50 minutes 29 seconds East on said southeasterly line and the northwesterly line of Block 56 a distance of 227.02 feet to a corner on the boundary of said Block 56 said corner being the intersection of the southeasterly line of said Delaware Street and the south line of Ohio Street, thence South 89 degrees 23 minutes 40 seconds East on said south line and the north line of said Block 56 a distance of 207.88 feet to the point of beginning. I do further state that the attached plat and Subdivision known as ROBERT R. FRESE BUSINESS PARK contains 6 lots numbered 1 through 6 consecutively, and that the northeast corner of Lot 2 is the same as the northeast corner Block 56 in John Wood's Addition and that the southwest corner of Lot 4 of said ROBERT R. FRESE BUSINESS PARK is the same as the southwest corner of Block 56 in John Wood's Addition.