



Larry D. Ehmen, County Recorder

PIN: 19-0-0582-000-00(PT)
19-0-0832-000-00(PT)

HUTMACHER, RAPP

WISMANN RIDGE BUSINESS PARK
DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION is made as of this 10th day of January, 2003, by Mississippi Valley Development, Inc., an Illinois corporation, hereinafter referred to as the "Declarant".

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of all of the lands contained in the area known as Wismann Ridge Business Park (herein "Wismann Ridge" or "Business Park"), as shown and described on the plat thereof recorded in Book 610, at Page 16762, in the Office of the Recorder of Deeds, in and for the County of Adams State of Illinois (herein the "Plat"); and,

WHEREAS, Wismann Ridge consists of the following described real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) of Wismann Ridge Business Park, a Subdivision of a part of the Southeast Quarter of Section Twenty-nine (29) and part of the North Fifty (50) acres of the East One-half of Section Thirty-two (32), in Township One (1) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, subject to easements as the same appear of record.

WHEREAS, Declarant desires to subject and impose upon the Business Park mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement the lots in the Business Park and the future owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property located within the Business Park shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Business Park, established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Business Park as a whole and of each lot and parcel situated thereof.

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1. CHARACTER OF THE BUSINESS PARK:

A. Every numbered lot in Wismann Ridge Business Park is subject to these restrictions to protect the owners of the building sites against such improper use of surrounding building sites and to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials.

B. All property or lots shall be used for commercial purposes only as now or hereafter allowed by applicable building and zoning ordinances including, but not necessarily limited to those of the City of Quincy, Adams County, Illinois.

2. **SETBACK REQUIREMENTS:** There shall be a minimum setback of twenty-five (25) feet building line from the front property line. 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, excepting park entrance signs for which this twenty-five (25) foot setback shall not apply.

3. **CONSTRUCTION:** No construction shall be initiated without review of site plan, building floor plan and elevations, driveways, parking areas, loading and dock areas, signs, drainage, exterior material samples and landscaping plan by Declarant prior to commencement of construction. Any addition to any an existing building should be of similar construction and material as the original construction.

4. **CONSTRUCTION MATERIALS:** No building or structure, except fencing, screening or signs, shall be erected, permitted or placed 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 is secured from the Declarant.

5. GENERAL PROHIBITIONS:

A. TEMPORARY STRUCTURES: 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.

B. PARKING:

1.) **ON-STREET PARKING:** No on-street parking shall be permitted in Wismann Ridge Business Park. Adequate off-street parking, loading and unloading facilities shall be provided by the owner and/or tenants and/or occupants of all building sites for all

employees, customers, agents, invitees and all other persons, transacting business with either the owners, tenants, or occupants of any part of all of any building site.

2.) **OFF-STREET PARKING:** Off-street parking, loading and unloading, and docking shall be permitted in any area of any lot consistent with applicable zoning regulations, except that off-street parking shall not be permitted in any required setback from the front property line. Parking areas shall be of hard surface material.

C. LANDSCAPING: 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. All landscaped areas shall be maintained thereafter in an attractive and well-kept condition by the building site owner and/or tenant and/or occupant.

D. STORAGE: No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, 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 Declarant or fee simple owners of two-thirds (2/3) of the land composing lots in the Business Park has been obtained and the area secured and adequately screened, fenced, and are otherwise in compliance with any other conditions required as part of such approval.

E. GARBAGE AND REFUSE DISPOSAL: 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.

F. SIGNS: No signs of any type, except for appropriate street signing deemed necessary by the City of Quincy, shall be erected or placed on any part of any building site without first being approved by the Declarant. The following restrictions shall apply to any sign:

1.) No sign shall be placed in such a manner as to obstruct the view and cause danger to any street traffic.

2.) 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.

3.) Real estate signs, including signs advertising sale of or rental of premises and directions signs, shall not exceed sixteen (16) square feet on one side of such sign.

4.) Signs indicating the location and direction of premises in process of development shall not exceed twenty-four (24) square feet on one side.

5.) Signs attached to any building shall not extend more than six (6) feet from the building and shall not extend over any setback area and shall not exceed three hundred (300) square feet on one side.

6.) No sign shall be erected that exceeds three hundred (300) feet on one side.

7.) 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.

G. ANIMALS: 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.

H. TOPSOIL AND FILL: No topsoil or other fill materials shall be removed for any reason from the Business Park without first receiving written approval from the Declarant. Any excess dirt remaining after the construction or modification of any building site shall be placed on other areas of the Business Park.

I. NUISANCE: 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 emissions 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 federal and state laws, rules and regulations now established, and as may be amended, regarding environmental protection.

J. UTILITIES: Except where not practicable as determined by the Declarant, all utilities shall be underground.

6. WATER DRAINAGE, RETENTION AND DETENTION:

A. GENERALLY: No drainage channel now or hereafter established by the Declarant shall be changed, altered, obstructed, or retarded, without the consent and approval of the Declarant and the owner of the land on which the channel is located.

B. EASEMENT: The Business Park has been granted an easement from Ray C. Shortridge for drainage, retention and detention, which easement is recorded in the Office of the Recorder of Deeds, Adams County, Illinois, in Book 620, at Page 640. Each owner of lots in the Business Park shall be obligated to contribute to the costs of establishing, constructing, reconstructing, operating and maintaining the retention and detention area as provided in said easement, the terms and conditions of which are incorporated herein by this reference. Where an owner fails to make the required payments when due, the Declarant may, in addition to any other remedies, file a notice with the Adams County Recorder of the amount due, the payment of which shall be an obligation of the owner and any successor in interest. Lots Nine (9) and

Eleven (11) which adjoin the easement area are subject to the obligation to provide the Declarant and the owner of the easement area reasonable rights of ingress and egress to and from the easement area as necessary for constructing, reconstructing, operating and maintaining such area.

7. **TRANSFER OF OBLIGATIONS**: For purposes of these covenants, the Declarant is Declarant. At any time, the Declarant may assign and transfer its obligations and responsibilities hereunder. Further, the then fee simple owners of two-thirds (2/3) of the land composing lots in the Business Park may at any time or from time to time transfer such obligations and responsibilities to a person, firm, or corporation designated by them.

8. **DURATION**: These covenants shall run with the land and shall be binding on the Declarant and all persons claiming under them for a period of ten (10) years from the date these restrictions are recorded, after which time said covenants shall be automatically extended for successive periods thereafter of ten (10) years each, unless modified by execution and recording of Amendments with the written consent of the then fee simple owners of two-thirds (2/3) of the land composing lots in the Business Park.

9. **ENFORCEMENT**: Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any restriction either to restrain violation or to recover damages. An action may be brought by any person, firm or corporation having any interest in a lot in the Business Park, or the Declarant. Should a party be successful in the enforcement of any covenant, such party shall also be entitled to recover attorneys fees and costs.

10. **SEVERABILITY**: Invalidation of any one (1) of these Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.