

DECLARATION OF BUILDING AND USE
RESTRICTION ON CROWN POINT, SECOND ADDITION ^{1st Plat}

KNOW ALL MEN BY THESE PRESENTS that A.L. CASSON CONSTRUCTION, INC., an Illinois corporation, being the owner of all of the lots in Crown Point, Second Addition, an addition to the Village of Sherman, Illinois, as platted by the plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book _____ of Plats at Page _____ in consideration of the purchase of other acquisition of any lot, lots or parts thereof, in said Crown Point, Second Addition, and as an inducement thereto, and in order to secure the best use and improvement of the building sites in said Crown Point, Second Addition, to protect the owners of building sites therein against the depreciation in value of their properties, to prevent the erection of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said Crown Point, Second Addition, to locate the buildings therein with a proper regard to the topographical features of said Crown Point, Second Addition, and to provide for a quality development of said Crown Point, Second Addition, does hereby for itself, its successors and assigns, covenant and agree with each and every purchaser or grantee of any lot, lots or parts thereof, in said Crown Point, second Addition, that the following restrictions as to building and use shall be covenants running with the land in said Crown Point, Second Addition.

1. Lots One (1) to Forty-two (42) inclusive shall be used only for single family residential purposes.

2. No building shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height and a private garage for not more than three cars.

3. No building shall be erected, placed or altered on any building site until the construction plans, including elevations, and specifications and a plot plan showing the location of the structure and of the driveway have been approved in writing by the Architectural Control Committee (or by a representative designated by a majority of the members of said committee) as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation and building lines. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line unless similarly approved. All dwelling structures shall meet the following requirements: the ground floor area of the main structure, excluding cellars, basements, open porches, breezeways and garages, shall be not

less than 1400 square feet, measured from the outside of the exterior walls, for a one-story dwelling and every dwelling of more than one story shall have a total floor area, measured from the outside of the exterior walls, of not less than 1800 square feet, including utility room, but excluding cellars, basements, open porches, breezeways and garages. In addition, any bi-level or tri-level shall have at least 1200 square feet on its main floor, excluding cellars, basements, open porches, breezeways and garages.

Said Architectural Control Committee shall be composed of A.L. Casson, H.K. Casson, A.L. Casson, Jr., and T.L. Casson. In the event of the death or resignation of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy. In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications and plot plans have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty (30) days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to violation of paragraph 10 following). Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and or its designated representative shall cease on January 1, 2010, and thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority in area of the land within the boundaries of said lots and shall have been duly recorded in the Office of the Recorder of Deeds of said County appointing a representative or representatives who shall thereafter, for the time specified in said agreement, exercise the same powers exercised by said Committee. All construction work must be diligently pursued to completion within a reasonable time as determined by the Architectural Control Committee.

4. All plans for the location of private swimming pools shall be submitted to the Architectural Control Committee. The Architectural Control Committee's decision as to location

shall be controlling notwithstanding any restrictions to the contrary.

5. There shall not be erected, placed or suffered to remain any dwelling or other building on any building site having an area of less than the area of the smallest lot as shown on the Plat of said Crown Point, Second Addition, as originally filed.

6. No automobile, truck or commercial vehicle, trailer, camper or boat shall be kept or parked on any building site or in the streets in said Crown Point, Second Addition, other than for periods of less than eight hours except in a garage.

7. Any structure having a floor area below grade shall have footing drains and a sump pump that discharge in the rear yard.

8. There shall be a side yard of at least 10 feet on each side of any structure erected on any building site.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said Crown Point, Second Addition.

10. All electric, telephone and cable TV service lines, and wire in said Crown Point, Second Addition, and any building site therein shall be installed underground, except that, during the construction of any building therein, temporary above ground electric service to the building site on which such construction is taking place will be allowed.

11. No structure of a temporary character, trailer, camper, basement, tent, garage, barn or other outbuilding or partially complete permanent structure shall be used on any building site at any time as a residence, either temporarily or permanently.

12. No noxious or offensive activities shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

14. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said Crown Point,

Second Addition, and any such house pet shall be kept in the yard of its owner or on a leash when outside of its yard.

15. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. "Building site", as used in this instrument, means all or any part of any single tract of land, all of which is owned by the same person or persons.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, executed by the then record owners of a majority in area of the land within the boundaries of said lots shall have been recorded in the Office of the Recorder of Deeds in said County agreeing to change or revoke said covenants in whole or in part.

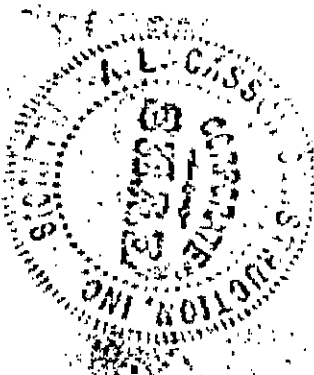
18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

20. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained on violation hereof, is hereby reserved to the several owners of the several lots in said Crown Point, Second Addition, and to their heirs, successors or assigns.

A.L. CASSON CONSTRUCTION, INC., an
Illinois corporation

By: A.L. Casson
Its President



(Corporate Seal)

ATTEST:

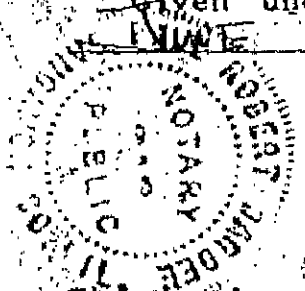
Helen Kay Casson
Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Paul Robert Barber, a Notary Public, in and for said County in the State aforesaid, do hereby certify that AUGUST L. CASSON, President, and HELEN KAY CASSON, Secretary, of A.L. CASSON CONSTRUCTION, INC., an Illinois corporation, personally known to me to be the President and Secretary, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 8 day of JUNE, 1989.

Paul Robert Barber
Notary Public



This instrument was prepared by:
William E. Feurer, Ltd.
919 South Eighth Street
Springfield, Illinois 62703
Telephone: (217) 525-6690

89H014259

MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

RETURN A.L. CASSON
Box 1
WILLIAMSVILLE, IL 62693

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A.L. CASSON CONSTRUCTION, INC., an Illinois corporation

By: *[Signature]* 901004573
Its President

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(Corporate Seal)

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