

COVENANTS OF SUBDIVISION-BRITTON PLACE SOUTH

COVENANTS MADE this 7 day of October, 1993, by DAVID R. MANNING of Sherman, Illinois, hereinafter referred to as Developer.

WHEREAS, Developer owns and possesses a tract of land in Sangamon County, Illinois, which is legally described on Exhibit A (hereinafter referred to as the Tract) and commonly referred to as Britton Place South; and

WHEREAS, Developer desires to sell certain parcels of said tract as residential homesites, the Purchasers thereof being hereafter referred to as Owners; and

WHEREAS, Developer desires to develop an attractive residential area on said tract; and

WHEREAS, Developer desires to regulate and limit the uses of the entire tract.

NOW THEREFORE, Developer sets out the following covenants and restrictions:

SECTION ONE

USE

1. The parcel shall be used for single family residential purposes only.
2. Owners shall make all reasonable efforts to maintain the rural environment of the tract and no natural flora or fauna thereon shall be unreasonably destroyed or disturbed.

SECTION TWO

DURATION AND SURVIVABILITY OF AGREEMENT

The terms and conditions of this Covenant are for the benefit of the Owners and shall inure to and pass with each parcel of the tract and shall bind the respective successors in interest of the

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93-44181

Owners. The covenants, conditions, reservations and restrictions are imposed upon the parcel and are to be construed as restrictive covenants running with the title to the parcel. The Owners in any and all reconveyances of the parcel shall be bound by the terms of this Covenant.

### SECTION THREE

#### IMPROVEMENTS

1. Any dwelling erected or maintained on the tract shall contain no less than 1950 square feet of living space, excluding fully underground basements.

2. All buildings erected or maintained on the tract shall be constructed of first class materials and using first class construction techniques.

3. All construction of improvements on the tract shall be completed within six months from its start unless such completion is prevented by acts of God or other unusual conditions beyond the control of Owner.

4. All construction on the tract shall be performed in such a way as to maintain the natural drainage of the tracts.

5. All construction shall be in strict conformity with all state, county and local laws and ordinances.

### SECTION FOUR

#### COMMON AREAS

Certain portions of the tract shall be designated as common areas. All Owners shall have the free, reasonable use of said common areas.

### SECTION FIVE

#### SUBDIVISION

1. Subject to the exception set forth in paragraph 2 of this

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Section, Owners are prohibited from selling or otherwise transferring to any person or entity, other than Developer, any less than the entire parcel originally platted and purchased. This restriction is intended to prevent further subdivision of this parcel and shall be strictly enforced. Any such sale or transfer in violation of this provision shall be void.

2. In the event an Owner has substantially completed the construction of his residence on the parcel, said Owner shall be permitted to sell or otherwise transfer no more than one homesite of no less than three acres from the parcel. This is a limited exception to the general prohibition set forth in paragraph 1 of this Section, and shall be strictly interpreted and enforced.

#### SECTION SIX

##### REQUIRED YARDS, UTILITIES, SIDEWALKS

1. No dwelling or other permanent structure shall be erected or maintained on the parcel less than thirty (30) feet from any boundary of said parcel.

2. Developer shall grant to Owner or to any utility company such easements or licenses as are reasonably necessary for Owner's maintenance of a single-family residence dwelling and attendants permitted uses on said parcel.

3. Owner shall, within six (6) months of the substantial completion of the construction of Owner's residence, install, or at Owner's sole expense have installed, a concrete sidewalk of standard construction along all road frontages of Owner's homesite within one (1) foot of the property line and shall be four feet in width.

#### SECTION SEVEN

##### NUISANCES

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1. No farm animals of any sort shall be kept on the parcel. No more than three domestic dogs or five domestic cats at any one time shall be kept on the parcel.

2. No refuse pile, unused vehicles, or other unsightly objects, nor any material emitting foul odors or that will cause obnoxious noise shall be allowed to remain on the parcel. Nor shall more than one of the combination of boats, campers, or motorcycles be left outside of any garage or outbuilding.

#### SECTION EIGHT

#### ENFORCEABILITY

All of the terms, covenants and restrictions described herein shall be enforceable by any person who then owns any portion of the above described tract. This Covenant of Subdivision shall be recorded with the Sangamon County Recorder of Deeds and shall be appended to the offered plots of subdivision.

#### SECTION NINE

#### MISCELLANEOUS

1. Developer will permit Owner to erect and maintain a letter box at the end of any access road serving the tract where said road enters Peoria Road.

2. No hunting or trapping of any animals shall be permitted on the tract. No discharge of firearms shall be permitted on the tract.

#### SECTION TEN

#### AMENDMENTS

1. This Covenant contains all of the agreements and representations of the Developer and Owner. No prior written or oral statements are binding and have no effect on the terms hereof.

2. Amendments to this Covenant shall require a writing,

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executed by the persons then holding the positions of Developer and Owner, as defined herein. Said amendments shall be appended to this Agreement.

3. This Covenant can only be terminated in accordance with the method for amendments set forth above.

IN WITNESS WHEREOF, the Developer has set his hand and seal the day and year first above written.

  
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David R. Manning

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Part of the Southwest Quarter of Section 19, Township 17 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

From the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 19, South on the West line of the aforesaid Quarter Quarter Section, 21.79 feet to the point of beginning; thence deflecting to the left  $89^{\circ}55'04''$ , 400.50 feet; thence deflecting to the right  $89^{\circ}55'04''$ , 201.00 feet; thence deflecting to the left  $89^{\circ}55'04''$ , 200.00 feet; thence deflecting to the left  $90^{\circ}04'56''$ , 201.00 feet; thence deflecting to the right  $90^{\circ}04'56''$ , 167.83 feet; thence deflecting to the right  $63^{\circ}59'06''$ , 92.42 feet; thence deflecting to the right  $60^{\circ}57'03''$ , 1409.38 feet; thence deflecting to the right  $144^{\circ}58'55''$ , 1238.46 feet to the point of beginning containing 11.30 acres, more or less.

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R.N.  
DAVID R. MANNING  
P.O. Box 27  
SHERMAN, IL.  
62684

SANGAMON COUNTY  
ILLINOIS

93-44181

93 OCT -8 AM 11:55

*Mary Ann Hammel*  
RECORDER

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COVENANTS OF SUBDIVISION-BRITTIN PLACE SOUTH

COVENANTS MADE this 25<sup>th</sup> day of February, 1994, by DAVID R. MANNING of Sherman, Illinois, hereinafter referred to as Developer.

WHEREAS, Developer owns and possesses a tract of land in Sangamon County, Illinois, which is legally described on Exhibit A (hereinafter referred to as the Tract) and commonly referred to as Brittin Place South; and

WHEREAS, Developer desires to sell certain parcels of said tract as residential homesites, the Purchasers thereof being hereafter referred to as Owners; and

WHEREAS, Developer desires to develop an attractive residential area on said tract; and

WHEREAS, Developer desires to regulate and limit the uses of the entire tract.

NOW THEREFORE, Developer sets out the following covenants and restrictions:

SECTION ONE

USE

1. The parcel shall be used for single family residential purposes only.
2. Owners shall make all reasonable efforts to maintain the rural environment of the tract and no natural flora or fauna thereon shall be unreasonably destroyed or disturbed.

SECTION TWO

DURATION AND SURVIVABILITY OF AGREEMENT

The terms and conditions of this Covenant are for the benefit of the Owners and shall inure to and pass with each parcel of the tract and shall bind the respective successors in interest of the

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Owners. The covenants, conditions, reservations and restrictions are imposed upon the parcel and are to be construed as restrictive covenants running with the title to the parcel. The Owners in any and all reconveyances of the parcel shall be bound by the terms of this Covenant.

### SECTION THREE

#### IMPROVEMENTS

1. Any dwelling erected or maintained on the tract shall contain no less than 1950 square feet of living space, excluding fully underground basements. Notwithstanding the above, Developer shall have the right to waive the size restrictions in extraordinary situations, if Developer, in his sole discretion, determines that the proposed dwelling is substantially in conformity with this document and with the purposes of this agreement.

2. All buildings erected or maintained on the tract shall be constructed of first class materials and using first class construction techniques.

3. All construction of improvements on the tract shall be completed within six months from its start unless such completion is prevented by acts of God or other unusual conditions beyond the control of Owner.

4. All construction on the tract shall be performed in such a way as to maintain the natural drainage of the tracts.

5. All construction shall be in strict conformity with all state, county and local laws and ordinances.

### SECTION FOUR

#### COMMON AREAS

Certain portions of the tract shall be designated as common areas.

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areas. All Owners shall have the free, reasonable use of said common areas.

SECTION FIVE  
SUBDIVISION

1. Subject to the exception set forth in paragraph 2 of this Section, Owners are prohibited from selling or otherwise transferring to any person or entity, other than Developer, any less than the entire parcel originally platted and purchased. This restriction is intended to prevent further subdivision of this parcel and shall be strictly enforced. Any such sale or transfer in violation of this provision shall be void.

2. In the event an Owner has substantially completed the construction of his residence on the parcel, said Owner shall be permitted to sell or otherwise transfer no more than one homesite of no less than three acres from the parcel. This is a limited exception to the general prohibition set forth in paragraph 1 of this Section, and shall be strictly interpreted and enforced.

SECTION SIX

REQUIRED YARDS, UTILITIES, SIDEWALKS

1. No dwelling or other permanent structure shall be erected or maintained on the parcel less than thirty (30) feet from any boundary of said parcel.

2. Developer shall grant to Owner or to any utility company such easements or licenses as are reasonably necessary for Owner's maintenance of a single-family residence dwelling and attendants permitted uses on said parcel.

3. Owner shall, within six (6) months of the substantial completion of the construction of Owner's residence, install, or at Owner's sole expense have installed, a concrete sidewalk of

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standard construction along all road frontages of Owner's homesite within one (1) foot of the property line and shall be four feet in width.

#### SECTION SEVEN

##### NUISANCES

1. No farm animals of any sort shall be kept on the parcel. No more than three domestic dogs or five domestic cats at any one time shall be kept on the parcel.

2. No refuse pile, unused vehicles, or other unsightly objects, nor any material emitting foul odors or that will cause obnoxious noise shall be allowed to remain on the parcel. Nor shall more than one of the combination of boats, campers, or motorcycles be left outside of any garage or outbuilding.

#### SECTION EIGHT

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#### SECTION NINE

##### MISCELLANEOUS

1. Developer will permit Owner to erect and maintain a letter box at the end of any access road serving the tract where said road enters Peoria Road.

2. No hunting or trapping of any animals shall be permitted on the tract. No discharge of firearms shall be permitted on the tract.

#### SECTION TEN

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AMENDMENTS

1. This Covenant contains all of the agreements and representations of the Developer and Owner. No prior written or oral statements are binding and have no effect on the terms hereof.

2. Amendments to this Covenant shall require a writing, executed by the persons then holding the positions of Developer and Owner, as defined herein. Said amendments shall be appended to this Agreement.

3. This Covenant can only be terminated in accordance with the method for amendments set forth above.

IN WITNESS WHEREOF, the Developer has set his hand and seal the day and year first above written.

  
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David R. Manning

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EXHIBIT A

BRITTIN PLACE SOUTH

Part of the Southwest Quarter of Section 19, Township 17 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

From the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 19, South on the West line of the aforesaid Quarter Quarter Section, 21.79 feet to the point of beginning; thence deflecting to the left 89 degrees 55 minutes 04 seconds, 400.50 feet; thence deflecting to the right 89 degrees 55 minutes 04 seconds, 201.00 feet; thence deflecting to the left 89 degrees 55 minutes 04 seconds, 200.00 feet; thence deflecting to the left 90 degrees 04 minutes 56 seconds, 201.00 feet; thence deflecting to the right 90 degrees 04 minutes 56 seconds, 167.83 feet; thence deflecting to the right 63 degrees 59 minutes 06 seconds, 92.42 feet; thence deflecting to the right 60 degrees 57 minutes 03 seconds, 1409.38 feet; thence deflecting to the right 144 degrees 58 minutes 55 seconds, 1238.46 feet to the point of beginning.

Situated in Sangamon County, Illinois.



LEE K. ZELLE

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SANGAMON COUNTY  
ILLINOIS

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94 APR 12 PM 12:17

*Mary Ann Samuel*  
RECORDER

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