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SANGAMON COUNTY
ILLINOIS

15.00
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

BRANSON SUBDIVISION

Restrictive Covenants and Easements

1. No mobile home may be placed nor kept upon any lot in the subdivision.
2. Weeds, rubbish or debris of any kind shall not be permitted to accumulate upon or be placed upon any lot.
3. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the real estate. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
4. No inoperable nor unlicensed vehicles shall be permitted to remain on any lot for more than seven (7) days and vehicles shall be parked only in a garage or upon a paved or graveled drive or driveway.
5. Any dwelling erected upon any lot shall be designed for and is to be exclusively used for a single-family residence. Only one residence may be erected upon any lot. No lot shall be subdivided nor shall any divisions be made or sales of a part or parts of any lot in said subdivision.
6. No person, firm or corporation shall strip, excavate or otherwise remove top soil for sale or for use other than on the lot from which the same shall be taken, except in connection with the construction or alteration of a building on such lot and excavation or grading incidental thereto.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall no be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

8. Horses and cows will be allowed. No other animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot except that no more than two dogs, cats or other common household pets, in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In the event that such pets are housed outside the dwelling, the housing provided for said pets shall be in conformity with the architectural design of the house.
9. No barbed wire fences may be erected or permitted on any lot.
10. The use of any lot shall conform to the zoning ordinance of the County of Sangamon, State of Illinois.
11. An easement and right-of-way shall be granted to Menard Electric cooperative, or its successors or assigns, of 30 feet in even width, in, over, upon, across, through and under the land of the undersigned, situated in the county of Sangamon, State of Illinois.
12. Any lot owner or group of lot owners shall have the right by appropriate proceedings at law, or in equity, to proceed against any person or persons violating or attempting to violate any covenant or restriction contained herein, said right to extend to the restraining of the violation or attempted violation and to the removal of a violation and the recovery of damages including costs of suit and attorney's fees for the termination of such violation.
13. If it shall be held at any time that any of the covenants, restrictions and reservations herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other covenant, restriction, or reservation or any part thereof, shall be thereby affected or impaired in its effect and enforceability.
14. All travelways crossing the natural drainage way will be constructed so that the final surface remain at the existing grade, to prevent the distrupction of the natural flow of the surface waters from and to adjoining lot and land owners.
15. The covenants, restrictions and reservations herein contained shall be construed and held to run with the land, as is hereinabove provided and shall be binding upon all lots and all owners of said lots and all persons claiming under them for a period of fifty (50) years from the date that this Certificate of Owners is placed of record, except that any of the foregoing restrictions may be altered at any time by a written stipulation to that effect signed by the owners of record of 75% of the lots in said subdivision which said stipulation shall be effective when the same is filed for record with the recorder of Deeds of Sangamon County, Illinois, the same to reflect the agreed

alteration, modification or change of such restrictive covenant or covenants so affected and the same to reflect the result and change brought about by such alteration, modification or change.

IN WITNESS WHEREOF, the owners have executed this Certificate of Owner this 10th day of Sept, 1999.

Roger D. Branson
Roger D. Branson

Marsha S. Branson
Marsha S. Branson

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that ROGER D. BRANSON and MARSHA S. BRANSON, Personally known to me to be the same persons whose name are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and notarial seal this 10th day of Sept, 1999.



Carol A. Jones
Notary Public

Prepared by: M.T.A

RETURN TO
ROGER D BRANSON SR.
5438 FORREST LANE
SHERMAN, IL. 62684

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