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Miss 90 - Page 103

RESTRICTIVE COVENANTS

MONTY RAGAN and BECKY ANN RAGAN, of R. R. 5, McLeansboro, Illinois 62859, owners of Hillcrest Acres, being described as:

Part of the East Half, of the S.E. 1/4, of the N.W. 1/4, Section 22, T5S, R6E, of the Third Principal Meridian, all in Hamilton County, Illinois, more particularly described as follows: Commencing at the S.E. Corner, of the N.W. 1/4, of Sec. 22, T5S, R6E, 3rd P.M.;

Thence on an assumed bearing of N 1°03'18" E, along the East line of said N.W. 1/4, a distance of 297.75 feet;

Thence S 88°56'42" W, a distance of 30.00 feet, to an iron pin, said point to be hereinafter known as the Point of Beginning;

Thence continuing S 88°56'42" W, a distance of 495.00 feet, to an iron pin;

Thence S 1°03'18" E, a distance of 37.23 feet, to a concrete monument;

Thence S 88°56'42" W, a distance of 143.34 feet, to a concrete monument;

Thence N 1°37'28" W, a distance of 998.58 feet, to an iron pin adjacent to a corner fence post;

Thence N 88°37' 05" E, a distance of 649.51 feet, to a concrete monument;

Thence S 1°03'18" E, a distance of 965.00 feet, to the point of beginning, enclosing an area of 14.37 acres, more or less.

hereby establish these Restrictive Covenants for the above described property for the purpose of creating and maintaining attractive and harmonious homesites, and to maintain value levels by the regulatic of type, size and placement of buildings on said property.

1. EXTENT OF COVERAGE --- The restrictions herein set forth shall apply to the property above described.

2. LAND USE --- All lots shall be known and described as residential lots. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two (2) stories in height above the finished grade and a private garage for not less than one (1) car.

*Assignment of Rights Received  
Under Restrictive Covenants  
of Hillcrest Acres Subdivision  
See Miss Rec. 187, Page 196-198*

3. DWELLING COSTS, QUALITY AND SIZE --- No dwelling shall be erected or placed on any lot having a ground floor area of less than 600 square feet. Nor shall any lot, once improved or built upon be reduced in size to less than the above stated square footag  in area. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

4. CONSTRUCTION DEADLINE --- All Construction of dwellings shall be completed six (6) months after commencement.

5. LOT SIZE --- No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,800 square feet. The front building setback line shall be twenty (20) feet.

6. ARCHITECTURAL CONTROL --- No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure in accordance with the standards set forth herein are approved by MONTY RAGAN or BECKY ANN RAGAN, as owners of Hillcrest Acres or their assigns.

7. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES are reserved as shown on the recorded plat, ranging from seven and one-half (7½) feet to fifteen (15) feet on each lot.

8. DRIVEWAY shall be kept in solid, all-weather condition, including gravel, asphalt, or concrete.

9. MAINTENANCE --- All houses, garages or other buildings and all lawns shall be properly maintained and neat.

10. NUISANCES --- No noxious or offensive activities shall be carried on on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL --- No lot 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 and in compliance with pollution requirements.

12. SIGNS --- No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot; one sign of not more than five (5) square feet, advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and the sales period.

13. FENCES, WALLS and HEDGES --- No fence, wall, hedge or shrub planting shall obstruct sight lines at elevations between two (2) and six (6) feet above the roadways or be placed or permitted to remain on any corner lot or on any lot whereby road vision would be affected.

14. TERM--- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until \_\_\_\_\_, 2007, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of the majority of the then owners of the real estate hereinabove described it is agreed to change the said covenants in whole or in part.

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15. ENFORCEMENT --- If the parties hereto or any one of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in said proposed development hereinabove described, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations.

16. INSEPARABILITY --- Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions that shall remain in full force and effect.

Dated this 13 day of Sept, 1972.

*Notary Public Seal*  
MONTY RAGAN (SEAL)  
Becky Ann Ragan (SEAL)  
Becky Ann Ragan

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF HAMILTON )

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MONTY RAGAN and BECKY ANN RAGAN, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13 day of Sept, 1972.

*Notary Public Seal*  
Notary Public

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15. ENFORCEMENT --- If the parties hereto or any one of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in said proposed development hereinafter described, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violations.

16. INSEPARABILITY --- Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions of this instrument.

Dated this 14 day of September, 1972.

This instrument was filed for Record in the Recorder's Office of Hamilton County, Ohio on SEP 14 1972.

(SEAL) 150 at 150 of 103 in book 103

(SEAL) Becky Ann Ragan

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF HAMILTON )

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MONTY RAGAN and BECKY ANN RAGAN, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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, including the release and waiver of the right

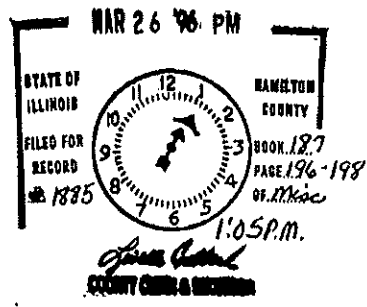
of homestead.

Given under my hand and notarial seal this 14 day of September, 1972.

Becky Ann Ragan  
 Notary Public

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Misc Rec 187, Page 196



COVER SHEET FOR  
ASSIGNMENT

MONTY RAGAN AND BECKY ANN RAGAN ASSIGNS  
 ALL RIGHTS TO ARCHITECTURAL CONTROL  
 COMMITTEE FOR HILLOREST ACRES SUBDIVISION  
 TO

- MIKE STAUB
- JOAN BELVA
- KENNETH MITCHELL

NEW ARCHITECTURAL CONTROL COMMITTEE MEMBERS,

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ASSIGNMENT OF RIGHTS RESERVED  
UNDER RESTRICTIVE COVENANTS  
OF HILLCREST ACRES SUBDIVISION

For value received, MONTY RAGAN and BECKY ANN RAGAN, of RFD #5, McLeansboro, Illinois, hereby assign and transfer to the ARCHITECTURAL CONTROL COMMITTEE, as hereafter described, all rights, regulations and duties, reserved in the Restrictive Covenants, Paragraph #6, dated September 13, 1972, and Recorded in Misc. Record 90, Page 103, in the Office of the RECORDER, Hamilton County, Illinois, regarding Hillcrest Acres, being a subdivision of the City of McLeansboro, Illinois, described as follows:

Hillcrest Acres Subdivision, Recorded in Plat 1 of Hillcrest Acres Subdivision, also found in Deed Record 172, at Page 491, and a second Dedication found in Deed Record 173, at Page 499.

The Architectural Control Committee shall consist initially of three (3) persons who are hereby appointed as follows:

Mike Stanart

John Belva

Kenneth Mitchell,

who are property owners and reside in Hillcrest Acres subdivision, and who shall act until his voluntary resignation and written assignment to his successor, and in case of death, the remaining two shall appoint his successor.

On resignation or termination for any reason, the 3 remaining members shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise Architectural Control Committee authority. Replacements shall own, and reside, in property located in Hillcrest Acres Subdivision.

The Architectural Control Committee shall consider plans and specifications of building and improvements in Hillcrest Acres Subdivision.

Approval or disapproval of the Architectural Control Committee, as required in said Restrictive Covenants, shall be in writing. Written approval, or disapproval, must be signed by a majority of the Architectural Control Committee Members, and mailed or delivered to the applicant's last known address. In case of disapproval, said Committee shall include a statement of the reasons for disapproval, and shall indicate in a general way the kind of plans and specification which the Committee will approve for the subject property.

Failure of the Committee to give either written approval or disapproval of a submitted plan within 30 days after submission of the plan, by mailing such written approval or disapproval to the

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last known address of the applicant for approval as shown by the submitted plan, shall operate to release such building plot from the Committee provisions of these restrictions in regard to the submitted plan.

Dated this 25<sup>th</sup> day of March, 1996.

\* Monty Ragan  
Monty Ragan

\* Becky Ann Ragan  
Becky Ann Ragan

CERTIFICATION

Under the penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned Certify that the statements set forth in this instrument are true and correct, except as to matters stated on information and belief, and as to such matters the undersigned Certify as aforesaid that they verily believe the same to be true.

\* Monty Ragan  
Monty Ragan

\* Becky Ann Ragan  
Becky Ann Ragan

PREPARED BY BERNARD L. MITTON, McLEANSBORO, IL