

COVENANTS AND RESTRICTIONS
AS TO HILLBROOK.

DATED: *13 August 1959*

COVENANTS AND RESTRICTIONS AS TO
HILLBROOK, a Subdivision of Lands
described below.

WHEREAS, Paul H. Huddleston and Mildred L. Huddleston,
husband and wife, of Sangamon County, Illinois, on the *13th*
day of *August*, 1959, filed in the Office of the Re-
corder of Deeds of Sangamon County, Illinois the Plat of
"HILLBROOK", a Subdivision of real estate described as:

A part of the W. 1/2, S.E. 1/4, Section 29, T. 15 N., R.
5 W. of the 3rd P.M. in Sangamon County, Illinois, the
boundary of said part being further described as follows:

Beginning at a stone at the N.E. corner, N.W. 1/4, S.E.
1/4, Sec. 29, T. 15 N., R. 5 W. of the 3rd P.M., thence
westerly along the north line of the N.W. 1/4, S.E. 1/4
of said Section 29, 697.3 feet to an iron pin; thence
southerly at right angles to the last described course,
1792.5 feet to an iron pin; thence easterly 206.4 feet
to an axle on the west line of the E. 3/4 of the N.E.
1/4; S.W. 1/4, S.E. 1/4 of Section 29; thence northerly
along said west line 687.0 feet to an iron pin at the
N.W. corner of the S. 1/3, E. 3/4, S.E. 1/4, N.W. 1/4,
S.E. 1/4 of Section 29; thence easterly 165.1 feet along
the north line of said S. 1/3, E. 3/4, S.E. 1/4, N.W.
1/4, S.E. 1/4 of Section 29 to an iron pin; thence norther-
ly 440.7 feet along the west line of the E. 1/2, N. 2/3,
S.E. 1/4, N.W. 1/4, S.E. 1/4 of Section 29 to an iron
pin; thence easterly 329.5 feet along the northline of
said E. 1/2, N. 2/3, S. E. 1/4, N. W. 1/4, S. E. 1/4 of
Section 29 to an iron pin on the east line of the N. W.
1/4, S. E. 1/4 of Section 29; thence northerly along said
east line 667.0 feet to a stone at the N.E. corner of
the N.W.1/4, S.E. 1/4 of Section 29, the point of be-
ginning, excepting 0.5 acre belonging to the Methodist
Episcopal Church, containing 17.2 acres more or less, sub-
ject to drainage and utility easements; also subject to
the easement of the City of Springfield to back the water
up the branch for not more than 20 rods;

said Plat being recorded in Book *17* of Plats, at Page *54*

NOW, THEREFORE, in consideration of and as an inducement to the purchase and improvement of the lots in the above described subdivision, the undersigned Paul H. Huddleston and Mildred L. Huddleston, husband and wife, hereby provide and declare that all of the lots in said subdivision as aforesaid shall be subject to the following covenants and restrictions, the same to constitute covenants and restrictions running with the land, which shall be binding on the undersigned and all purchasers of lots in said subdivision and all persons claiming by, through or under them, and being for the benefit of all of the owners of lots in said subdivision, and their successors in interest.

I. (a) No intoxicating liquor shall be sold on any of the premises situated in said subdivision.

(b) No lot in said subdivision shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, together with a private garage for not more than three cars.

II. It is expressly provided that the property in the subdivision may be conveyed by the undersigned and subsequent owners in fractions of lots, provided: That no tract shall be used as a building site on other than within the confines of the present lot lines, unless approved by the architectural control committee hereinafter set forth, and in no event shall the frontage of a building site be less than 80 feet.

III. No dwelling shall be constructed having less than 1250 square feet of living area, excluding unfinished basement.

IV. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, and no building shall be located nearer than 30 feet to any side street line

or nearer than 10 feet to any interior lot line, and the front of all detached garages shall be 60 feet from the front lot line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

V. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

VI. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No industrial equipment shall be stored on the premises.

VII. 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.

VIII. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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.

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

X. 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.

XI. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XII. Storage tanks used to supply fuel for heating or cooking on any of the premises shall be underground or screened by shrubs.

XIII. (a) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in this paragraph.

(b) The architectural control committee is composed of Henry Meyer, Gloria Meyer, Paul H. Huddleston, and Mildred L. Huddleston, all of Sangamon County, Illinois. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument

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to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(c) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

XIV. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

XV. If it be necessary to commence suit to enjoin any person or persons for violation of these covenants or to take any other type of legal action in connection with violation of these covenants, the party or parties so enjoined shall be liable for all costs and reasonable attorney fees incurred by the party or parties who initiated the suit.

XVI. Invalid: If any one of these covenants by judgment or court order not invalidate any other covenants herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of August, A. D. 1959.

Paul H. Huddleston (SEAL)

Mildred L. Huddleston (SEAL)

STATE OF ILLINOIS)
COUNTY OF SANGAMON) ss.

I, Anna J. Carr.....

a Notary Public in and for said County and State
aforesaid, DO HEREBY CERTIFY that Paul H.
Huddleston and Mildred L. Huddleston, husband
and wife, who are 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.



Given under my hand and Notarial Seal
this 12th day of August....., A. D. 1959.

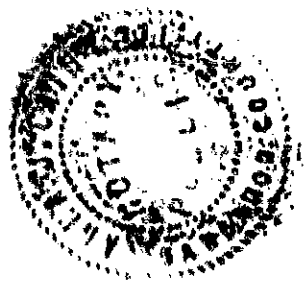
Anna J. Carr
Notary Public

REPRODUCED FROM THE ORIGINAL

Five copies of this instrument shall be filed for record in the office of the County Clerk of the County of Hamilton, New York, on this 12th day of August, A. D. 1959.

August

Notary Public



COVENANTS AND RESTRICTIONS

HILL BROOK

a Subdivision of Land located and shown herein.

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Notary Public
Hamilton County, New York
Notary Public
AUG 11 1959

Robert M. Nagel

ROBERT M. NAGEL
Attorney at Law
First Nat. Bank Bldg.
Springfield, Ill.

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