

# DRAFT

## Covenants 2022

### DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HARRISON PARK SUBDIVISION

Whereas, the Harrison Park Homeowners Association, an Illinois not-for-profit corporation, herein referred to as "the Association" consists of all homeowners in the Harrison Park Subdivision in Springfield, Illinois, as Members; and

Whereas, the Harrison Park Subdivision consists of Plat I, Plat II and Plat III and is comprised of real estate originally described as:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 36; and the East Half of the Northwest Quarter of said Section 36, all in Township Sixteen North, Range Six West of the Third Principal Meridian, except the right of way of the Chicago and Northwestern Railway Company. And, except that part of the Southeast Quarter of the Northwest Quarter of said Section lying Southeasterly of the right of way of the Chicago and Northwestern Railway Company. Also except the East 600 feet of that part of the Northwest Quarter of said Section lying North of the Chicago and Northwestern Railroad right of way, all in Sangamon County, Illinois; and

Whereas, the Association desires to maintain the best use and highest maintenance of the lots therein, and to protect the owners of such lots against such use of other lots as would depreciate the value of such property; and

Whereas, the Association aspires to prevent such actions that would degrade the quality of the subdivision, having achieved a uniform standard of architectural harmony, with a consistency of housing features such as building materials, exterior styles, landscaping, and use; and

Whereas, the Harrison Park homeowners have been subject to the Declaration of Protective Covenants and Restrictions (the Covenants) recorded on January 14, 1987 and recorded on September 28, 1987; and said documents describe the process of changing or rescinding said covenants in whole or in part after a period of twenty-five years from the date of the recording of said document if signed by seventy-five percent (75%) of the lot owners; and whereas the last day of that twenty-five-year period was January 14, 2012; and

Whereas, a subsequent Declaration of Protective Covenants and Restrictions was recorded on January 13, 2012, which modified and extended the Covenants to January 14, 2022, and for successive 10-year periods under an instrument in writing signed by more than 75% of the lot

owners in Harrison Park Subdivision agreeing to change or rescind the Covenants in whole or in part is recorded in the Office of the Sangamon County Recorder of Deeds.

NOW THEREFORE, the members of the Association hereby attest by the signatures, affixed to this Declaration, of at least 103 members comprising the minimum number of 75% of the lots in Harrison Park, that this Declaration is declared to govern all homes/lots in Harrison Park, replacing in whole the previous Declaration of Protective Covenants and Restrictions recorded on January 14, 1987, September 28, 1987, and January 13, 2012. The signature of any beneficial owner or record owner of a lot whether there be more than one owner shall constitute the approval of this Declaration for such lot.

1. CONTROL COMMITTEE: The Association will have an Architectural Control Committee (hereinafter referred to as Committee or ACC), consisting of the president of the Harrison Park Homeowners Association and at least three additional members who are residents of the subdivision, to be appointed by the Association Board.
  - a. If a property owner desires to remodel, alter, change exterior materials including roofing, siding or painting, or construct a fence, shed, or pool, or otherwise significantly alter the exterior of the house or other structure, the property owner shall, prior to obtaining a construction permit from the City or commencing with such activities, submit a written plan specifying any proposed alterations in detail and gain the written approval of the Architectural Control Committee.
  - b. The said Committee will consider the quality of workmanship and materials, external design, location, color and general harmony with the neighborhood in deciding to approve or deny approval for such alterations or construction.
  - c. If the Architectural Control Committee takes no action within fourteen days after the submission of written plans for property owner's changes, the plans shall be deemed to have been approved by said Committee.
  - d. It shall be the responsibility of both, the property owner submitting alteration plans, and the Association to maintain records and copies of the relevant documents showing the dates involved, and the written decision of the Committee, or lack of a written decision by the Committee.
  
2. EASEMENTS: Rights of way and easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or impair the function, or interfere with the installation and maintenance of utilities, or easements. Any improvements so located shall be removed upon the request of the Association or any public utility using said area, at the expense of the owner of said lot or tract. The easement area of each lot and all improvements in it, shall be maintained continuously by the owner of the lot, except those improvements which a public utility or authority is obligated to maintain. The existing grade in elevation of the easement areas in each lot shall not be altered. No swell within the easement of any lot shall be altered or

partially filled so as to interfere with or prohibit the free flow of surface water; however, if such swell be altered, it shall be restored at the expense of such lot owner where such alteration occurs.

3. MEMBERSHIP: Each owner (or beneficial owner) of a lot within Harrison Park subdivision is a member of Harrison Park Homeowners Association, an Illinois Not-For-Profit Corporation. Each lot owner shall be responsible for his/her proportionate share (in proportion to the 137 total number of lots in the subdivision) of the cost of maintaining the common area consisting of only the boulevard entryway center isle and the Association expenses. Such expenses shall be paid by means of the dues and/or special assessments described in Paragraph 4 below. There shall be one membership vote per lot.
4. ASSESSMENTS: Any fees/dues and/or special assessments, more particularly described in the By-Laws of the Association, assessed by the Association and not paid within thirty days of its assessment shall constitute a lien upon the property of the delinquent owner. Said lien will be released by the Association when the delinquent owner pays all past due assessments plus interest penalty not to exceed the applicable legal interest rate limit, plus all costs associated with the filing of the lien and release of said lien.
5. NUISANCES: No noxious or offensive trade or activities, or business of any kind, except what is allowed/permitted by City of Springfield R-1 Zoning, shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.
6. VEHICLES: (PER CITY OF SPRINGFIELD CODE OF ORDINANCES)
  - A. ON-STREET PARKING
    1. Vehicles must be properly licensed and tagged.
    2. Trucks, other than class B, busses with a capacity of 20 or more, farm and construction equipment, may not be parked on the street for longer than 5 consecutive hours.
    3. Motor homes may be parked on a public street up to 48 consecutive hours.
    4. Any other vehicles may be parked on a public street for no longer than 7 consecutive days.
    5. The owners of vehicles in violation of these regulations will be issued a notice from the Springfield Police Department. They will then have 7 days to comply before being towed.
  - B. OFF-STREET PARKING
    1. No campers, boats, etc. are allowed to be parked in the first 30' beyond the sidewalk, either on the lawn or the driveway.

2. These vehicles can be parked on a paved surface alongside of the house as long as they are beyond the 30' requirement, and that they are licensed, tagged and operational.
3. Campers, motor homes, etc. are permitted on the driveway for two days prior to a trip, and two days after a trip.
4. The owners of vehicles in violation of these regulations will be issued a notice from the Springfield Police Department. They will then have 7 days to comply before being towed.
5. Vehicles stored in the garage do not need to meet these requirements.

7. FENCES:

- a. Proposals for fence construction, or alteration, must be approved by the ACC prior to applying for a required City permit.
- b. Construction must adhere to City of Springfield ordinances.
- c. No permanent fence shall be constructed in front of a residence at any time, however, small decorative fences in front or on the side of the property are allowed upon approval of the ACC.
- d. Back, and side yard fences require a City building permit if over 4' in height.
- e. On corner lots, a side yard fence is subject to the same 15' setback requirement as a building zoned R-1.

8. SHEDS AND OTHER OUTBUILDINGS:

- a. Proposals for construction, or alteration, of these buildings must be approved by the ACC prior to applying for a required City permit.
- b. Construction must adhere to City of Springfield ordinances.
- c. Must be in harmony with the neighborhood, and be unobtrusive from the street.
- d. A City permit is required for sheds greater than 120 square feet.
- e. Sheds must be 3' from the property line, and 6' from other buildings.

9. REFUSE CONTAINERS:

- a. Refuse containers are not allowed in front of a residence, enclosed or not.
- b. Refuse containers may be stored in the garage, or on the side of the house, preferably in an enclosed structure.

10. ANIMALS: (PER CITY OF SPRINGFIELD CODE OF ORDINANCES)

- a. No animals other than dogs, cats, or other common pets shall be raised, bred, or kept on any lot in the subdivision.
- b. No commercial production of any animals is allowed in the subdivision.

- c. Pets must be kept in the confines of the Owner's Lot, or must be kept on a leash and under control by a responsible person when allowed on common areas.
- d. Pets shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise which may affect the tranquility of the subdivision.

11. LANDSCAPING:

- a. Landscaping should be trimmed 10' above the sidewalk, and 15' above the street, and managed to avoid obstructing sidewalks and curbs.
- b. Landscaping should not obscure the front of the residence, and no grasses or weeds should be greater than 12" in height.
- c. There are restrictions for planting in the parkway.
- d. Landscaping must comply with City of Springfield Code of Ordinances.

12. POOLS:

Proposals for all pool construction must be approved by the ACC prior to applying for a required City permit, and pool construction must comply with and adhere to Springfield City ordinances.

13. SATELLITE DISHES; ANTENNAS; AND AERIALS: No satellite dish, antenna, or aerial to be used for television, radio or data reception or transmission shall be erected upon any building site until and unless the size and location of such satellite dish, antenna, or aerial has been approved by the Architectural Control Committee in the manner set forth hereinabove in Section 1.

14. SIGNS:

- a. No sign of any kind shall be maintained or displayed on any building site except one sign of not more than one (1) square foot in area, identifying the occupants of the dwelling, one sign of not more than ten (10) square feet in area advertising the property for sale or lease, and signs used by contractors during the construction of any improvements thereon, or sign advertising or endorsing a candidate for political office; however, such a political sign shall be taken down immediately after the election.
- b. Any large screening, banner, flag or other such covering in front of or attached to a dwelling must not detract from the architectural harmony of the neighborhood and must be approved by the ACC before being erected.

15. CONSTRUCTION STANDARDS:

- a. Driveways shall be constructed of concrete.
- b. Roof materials shall be shingles, shakes, or tiles, and the colors shall be black, brown, or grey, and be in harmony with the neighborhood.

- c. The roof pitch of the main roof of a building shall not rise less than five vertical feet in twelve horizontal feet.
- d. Solar panels and other electrical generating equipment should complement the architectural design of the home, and comply with all City, State, and Federal ordinances.
- e. The existing grade in elevation of each lot shall not be altered without advanced written approval of the Architectural Control Committee.
- f. Construction and/or installation plans must be submitted to the Architectural Control Committee prior to purchase and installation.
- g. Any deviations from these standards requires written approval by the Architectural Control Committee.

16. RENTAL OR LEASING:

- a. Except as specifically provided in this Section 16, each lot owner shall occupy and use the Dwelling on his/her lot as a private dwelling. Rental or leasing of the Dwellings is prohibited, except as otherwise specifically provided in this Section. For purposes of this Section, rentals or leasing to a member of the Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association and shall not be considered a rental for purposes of the cap limitations on renting of Dwellings contained in paragraph (b) of this Section.
- b. The maximum number of Dwellings that may be leased in Harrison Park Subdivision at any given time shall be six (6) Dwellings, and no more than six (6) Dwellings shall be rented or leased at any time. In order to ensure that the maximum allowed number of leased Dwellings is not exceeded, each owner desiring to lease his/her Dwelling must notify the Association's Board of Block Representatives (the Board) or its authorized agent, in writing, of such desire prior to leasing such Dwelling. The Board shall inform such owner whether or not his/her desired leasing would exceed the maximum allowed number of leased Dwellings. The Association may also from time to time adopt rules and regulations pertaining to the leasing of Dwellings, including policies and procedures to further the goals and objectives of this Section.
- c. In the event that a lot owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy his/her Dwelling for a period in excess of four (4) months and based on said hardship desires to lease said Dwelling, the owner shall make written application to the Board which may, by majority vote and review of the application, grant to the owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply. Provided, however, that the maximum period of time an owner that is granted a hardship exception may lease his/her Dwelling is twenty-four (24) months.
- d. No multifamily rentals are allowed, and no lease of a dwelling may be for a term in excess of three (3) years.
- e. The Association shall be exempt from any lease restrictions provided in this Section, pursuant to the Illinois Forcible Entry and Detainer Act (735 ILCS 519-101 et. seq.) for

the purposes of collecting delinquent assessments, costs, fees and other properly assessed expenses to the Lot and Dwelling.

- f. All lot owners leasing their Dwellings shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. Any owner leasing his/her Dwelling shall not lease less than the entire Dwelling on his/her Lot, shall not lease his/her Dwelling for transient or hotel purposes, and shall not lease his/her Dwelling for other than housing or set forth in the Declaration, By-Laws, or rules and regulations of the Association, the Association may seek to evict a tenant from the Dwelling and Lot under Article IX of the Illinois Code of Civil Procedure, as well as pursue any and all other legal and (or equitable remedies available to the Association as to the owner. Furthermore, all provisions of the Declaration, By-Laws and rules and regulations of the Association shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease executed or renewed. The Association may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of the provisions of the Declaration, By-Laws or rules and regulations of the Association.
- g. The lot owners are responsible for their tenants adhering to these covenants.

17. DURATION: These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by at least seventy-five percent of the record owners of the lots in Harrison Park Subdivision, agreeing to change or rescind said covenant in whole or in part, has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, each lot having one vote. These covenants may be amended from time to time, by an Amendment executed by at least seventy-five percent of the record owners of the lots, agreeing to such Amendment, which Amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, each lot having one vote.

18. REMEDIES FOR VIOLATION: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants either to restrain violations or to recover damages. In the event that the Harrison Park Homeowners Association or any lot owner files an action to enforce such party's rights hereunder, such party shall be entitled to recover its reasonable attorneys' fees and costs associated with such action.

19. SEVERABILITY: Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and affect.

IN WITNESS WHEREOF, the Harrison Park Homeowners Association has caused this instrument to be executed by its duly authorized officers, pursuant to authority of its Board of Directors, with approval indicated by the signature of one owner of record of at least seventy-five percent of the lots in the subdivision.

\_\_\_\_\_

Attest: \_\_\_\_\_

President, Harrison Park Homeowners Association

Secretary-Treasurer, Harrison Park Homeowners Association

DRAFT