February 2022 revisions

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; any changes will be considered approved by the HOA as a whole if 75% of the homeowners vote and approve accordingly.

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.

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. The homeowner and the ACC are equally responsible for keeping any/all documents that are brought to the ACC to make a decision on changes to any property.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. NUISANCES: No noxious or offensive trade or activities 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.
8. VEHICLES:
9. OFF-STREET PARKING
10. No campers, boats, etc. are allowed to be parked in the first 30’ beyond the sidewalk, either on the lawn or the driveway.
11. 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.
12. Campers, motor homes, etc. are permitted on the driveway for two days prior to a trip, and two days after a trip.
13. Vehicles stored in the garage do not need to meet these requirements.

7. FENCES:

1. Proposals for fence construction, or alteration, must be approved by the ACC prior to applying for a required City permit.
2. Construction must adhere to City of Springfield ordinances.
3. 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.

8. SHEDS AND OTHER OUTBUILDINGS:

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

9. REFUSE CONTAINERS:

1. Refuse containers - Reasonable efforts should be made to store them out of street view to keep the neighborhood looking nice for visitors and homeowners.

10. ANIMALS:

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

11. 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.

12. SATELLITE DISHES; ANTENNAS; AND AERIALS: No large 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 ACC in the manner set forth hereinabove in Section 1.

13. CONSTRUCTION STANDARDS:

1. Driveways shall be constructed of concrete.
2. Roof materials shall be shingles, shakes, tiles, or metal and the colors shall be in harmony with the neighborhood.
3. The roof pitch of the main roof of a building shall not rise less than five vertical feet in twelve horizontal feet.
4. Solar panels and other electrical generating equipment should complement the architectural design of the home, and comply with all City, State, and Federal ordinances.
5. The existing grade in elevation of each lot shall not be altered without advanced written approval of the Architectural Control Committee.
6. RENTAL OR LEASING:
7. 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.
8. The maximum number of Dwellings that may be leased in Harrison Park Subdivision at any given time shall be twelve (12) Dwellings, and no more than twelve (12) 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 Architectural Control Committee (ACC) or its authorized agent, in writing, of such desire prior to leasing such Dwelling. The ACC 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.
9. 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 ACC, shall be unable to occupy his/her Dwelling for a period in excess of six (6) months and based on said hardship desires to lease said Dwelling, the owner shall make written application to the ACC 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 ACC 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.

 g. The lot owners are responsible for their tenants adhering to these covenants. If a property is rented the lot owner is required to provide a copy of these covenants to the renters.

1. 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.
2. 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.
3. 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 Secretary-Treasurer, Harrison Park

Association Homeowners Association