

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
HARRISON PARK PLATS I AND II

Whereas, the Harrison Park Homeowners Association, an Illinois not-for-profit corporation, herein referred to as “the Association” consisting of all homeowners in the Harrison Park Subdivision, Plats I and II, 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 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 recorded on January 14, 1987; and said document describes 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 owners; and whereas the last day of that twenty-five year period is January 14, 2012;

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 137 homes, 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.

1. CONTROL COMMITTEE: The Association will have an Architectural Control Committee, 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. Any member desiring to remodel, alter, change exterior materials, or otherwise significantly alter the exterior of the house or other structure, the member shall, prior to obtaining a construction permit 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 member property changes, the plans shall be deemed to have been approved by said Committee. It shall be the responsibility of both the member 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 of 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 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 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.
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 eighteen percent annual rate or applicable legal 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 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.
  - a. No derelict vehicles shall be kept or stored on any lot.
  - b. No animals other than dogs, cats, or other common pets shall be raised, bred, or kept on any lot in the subdivision. No commercial production of any animals is allowed in the subdivision.
  - c. No sheds or other outdoor buildings are to be constructed or placed on any lot without the written permission of the Architectural Control Committee. Any such outbuilding shall be constructed of good quality materials and no old building shall be placed on or moved to a lot. No permanent fence shall be constructed in front of a residence at any time.
6. CONSTRUCTION STANDARDS: Any deviation from the following standards requires written approval by the Architectural Control Committee.
  - a. Driveways shall be constructed of concrete, or asphalt.
  - b. The roof pitch of the main roof of a building shall not rise less than five vertical feet in twelve horizontal feet. The color and type of material of the roof covering shall be brown or black shingles, shakes, or tiles.
  - c. The existing grade in elevation of each lot shall not be altered without advanced written approval of the Architectural Control Committee.
7. 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 building sites delineated in Plats I and II, 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 building site 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 building sites delineated in Plat I and Plat II,

agreeing to such Amendment, which Amendment must be recorded in the Office of the Recorder of Deeds of Sangamon County, each building site having one vote.

- 8. 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.
- 9. 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.

\_\_\_\_\_  
President, Harrison Park Homeowners Association

Attest: \_\_\_\_\_  
Secretary-Treasurer, Harrison Park Homeowners Association

STATE OF ILLINOIS  
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be, respectively, the President and the Secretary-Treasurer of Harrison Park Homeowners Association, an Illinois not-for-profit corporation and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, and delivered the aforesaid instrument, as their free and voluntary act and as their free and voluntary act of such Association, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of May, 2011.

\_\_\_\_\_  
Notary Public

Signatures of members of the Harrison Park Homeowners Association

<i>Street Address</i>	<i>Signature</i>
3800 Indian Lands Lane	
3801 Indian Lands Lane	
3804 Indian Lands Lane	
3805 Indian Lands Lane	
3808 Indian Lands Lane	
3809 Indian Lands Lane	
3812 Indian Lands Lane	
3813 Indian Lands Lane	
3816 Indian Lands Lane	
3820 Indian Lands Lane	
3704 N.W. Territory Drive	
3705 N.W. Territory Drive	
3708 N.W. Territory Drive	
3709 N.W. Territory Drive	
3712 N.W. Territory Drive	
3713 N.W. Territory Drive	
3716 N.W. Territory Drive	
3800 N.W. Territory Drive	
3801 N.W. Territory Drive	
3804 N.W. Territory Drive	
3805 N.W. Territory Drive	
3809 N.W. Territory Drive	
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3700 Tyler Court	
3701 Tyler Court	
3704 Tyler Court	
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