

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
HYDE PARK**

Scanned copy Amendments relevant in 2003 are incorporated herein. Amendments that relate only to involvement of the Developer have not been included)
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This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 31st day of December, 1973, by and between Roosevelt National Development Corporation, a corporation having its principal place of business located in Springfield, Illinois (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereinafter acquiring any of the property legally described as

Part of the East Half of Section 27 described as beginning at a point on the West line of the East Half of the Southeast Quarter of said Section 27, 1,914.28 feet North of the Southwest corner of the East Half of the Southeast Quarter of said Section, thence East parallel with the South line of said Section 1,251.62 feet to the Westerly right-of-way line of the Illinois Central Railroad, said point being 66 feet West of the East line of said Section; thence North on said right-of-way line 1,601.52 feet; thence West on the South line of the tract taken by the United States of America by a Civil Action No. 324 in the District Court of the United States for the Southern District of Illinois, Southern Division, a distance of 1,251.13 feet; thence South on the West line of the East half of the Northeast Quarter of said Section 27 a distance of 396.28 feet; thence deflecting to the left 93 degrees 38 minutes for a distance of 369.14 feet; thence deflecting to the right 93 degrees 38 minutes for a distance of 236.36 feet; thence deflecting to the right 88 degrees 22 minutes for a distance of 369.34 (?) feet to the West line of said Half Quarter Section; thence South on the West line of said Half Quarter Section line and the West line of the East Half of the Southeast Quarter of said Section 979.83 feet to the place of beginning, containing 44.152 acres, more or less; in Township 15 North, range 5 West of the Third Principal Meridian.  
Situating in the City of Springfield, County of Sangamon, State of Illinois,

part of which has been presently platted as Hyde Park Addition, and the balance of which will be subsequently as additional Subdivision plats. (Amended by 1<sup>st</sup> Amendment to Declaration)

WHEREAS, it is in the best interest of the developer as well as to the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the heretofore described property that certain covenants and restrictions governing the regulation, the use and occupancy of the same be established, fixed, and set forth and declared to be covenants running with the land; and

WHEREAS, the developer desires to provide the preservation of the values and amenities and the desirability and attractiveness of said real property and for the continued maintenance and operation of such recreational and common areas as may be provided, and to facilitate such goals Developer will within thirty (30) days after the recording hereof, establish a Home Owner's Association called Hyde Park Association (hereinafter referred to as "Association") for the enforcing of all regulations and covenants stated in this Declaration.

NOW, THEREFORE, in consideration of the premises, the developer agrees with any and all persons, firms, corporations or any other entities hereafter acquiring any of the said property that the same shall be and is hereby subject to the following restrictions and covenants (all hereinafter collectively referred to as "restrictions") relating to the use and occupancy thereof, said restrictions to be construed to be covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the property by acceptance of a deed, contract for deed or other conveyance of any interest in or to said properties, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to the same.

## **ARTICLE I - DEFINITIONS**

The following words, when used in this Declaration or any supplemental Declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Developer" shall mean and refer to Roosevelt National Development Corporation, an Illinois corporation, having a principal place of business in Springfield, Illinois, its successors and assigns.
2. "Owner" shall mean and refer to the record owner (whether one of more persons or entities) in fee simple in any lot, which is part of the Hyde Park Additions, excluding, however, those parties having such interests merely as a security interest for the performance of an obligation.
3. "Association" shall mean and refer to Hyde Park Association, a non-profit corporation organized and existing under the laws of the State of Illinois, its successors and assigns.
4. "Member" shall mean and refer to any person who is a member of the Association.
5. "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so designated on any subdivision plat or survey of the Hyde Park Additions which shall be a public record.
6. "Declaration" shall refer to the Declaration of Covenants and Restrictions for Hyde Park above referred to, as herein or hereafter modified or amended (Amended by Amendment No.1)
7. "Common Areas" shall mean and refer to any and all real property owned by Developer and transferred to Association for the use benefit and enjoyment of the members of the Association. Common areas may include streets, recreation areas, green areas or utility areas.

## **ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

### Section 1. Membership

1. Every person or entity who is the owner of record of, or a contract purchaser of, a fee interest in any Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, by-laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lots shall be the sole qualification for membership.

2. No membership of initiation fee shall be charged nor shall members be required to pay at

any time any amount to carry on business of the Association except to pay, when due, the charges, assessments and special assessments levied upon the member's lot as specified in the declarations, the by-laws or as members of the Association may from time to time hereinafter adopt.

### Section 2. Voting and Voting Rights

The owner or owners of each lot as designated on the survey plat encompassing the Association shall be entitled to one (1) vote. The Developer will be initially entitled to one (1) vote for each of 94 lots in the Hyde Park Additions (whether or not the Second and Third Plats have been approved by the City of Springfield), but as each lot is sold and conveyed, the purchaser(s) thereof will be entitled to one (1) vote, and the Developer will thereupon lose one (1) vote for each lot so sold and conveyed.

### Section 3. By-Laws.

The Association shall adopt such By-Laws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder.

## **ARTICLE III COMMON AREA PROPERTY RIGHTS**

Section 1. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, subject to:

1. The right of the Association to limit the use of the common areas to owners, tenants, contract purchasers, their families and guests.

2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any assessment against his lot remains unpaid or for any infraction of the Association's rules and regulations.

3. The right of the Association to dedicate all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless two-thirds of the members entitled to vote agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water, sewage, utilities and drainage facilities upon, over, under and across the Common Areas without the assent of the membership when such easements are requisites for the convenient use and enjoyment of the properties.

Section 2. The Developer hereby agrees to build the following facilities for the mutual benefit of all members of the Association upon the following conditions and at the following times:

(a) To build a swimming pool, adequate for the residential area, upon the sale by Developer of the sixteenth (16th) lot in the properties. The swimming pool will be completed within one hundred twenty (120) suitable construction days from the sale of the sixteenth (16th) lot.

(b) Upon sale by Developer of the fortieth (40th) lot in the properties, the Developer agrees to build two (2) tennis courts. The completion of these tennis courts will be within ninety (90) suitable construction days from the sale of the 40th lot.

(c) Developer agrees to spend \$50,000.00 for landscaping of Common Areas. The Developer will have the exclusive control as to where and for what purposes the \$50, 000.00 will be spent. The \$50, 000.00 for landscaping will be spent pursuant to the following time schedule:

- (1) \$10. 000.00 during the development of the area encompassing the First Plat.
- (2) \$20. 000.00 during the development of the area encompassing the Second Plat.
- (3) \$20,000.00 during the development of the area encompassing the Third Plat.

The Association shall have the right to review and re-bid all of the above landscaping costs.

#### **ARTICLE IV COVENANTS FOR MAINTENANCE AND ASSESSMENTS**

Section 1. For each lot within the properties, every owner covenants, and each subsequent owner of any such lot by acceptance of deed or other transfer of title therefor, whether or not it is so expressed in such deed or transfer is deemed to covenant and agree to pay to the Association an annual assessment or charge for the creation and continuation of a maintenance fund, and such special assessments as may be levied as hereafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its members, which purpose may include maintenance, improvement, landscaping and beautification of the Common Areas. Funds may also be used to provide other services for the Association's members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement, maintenance of properties, services and facilities related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys and accountants; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise. The Developer of Hyde Park Additions envisions the total sale of ninety-four (94) lots in the Additions. All costs for maintenance, management, taxes, improvements and all other expenses for the swimming pool and two tennis courts within the common area will be borne by the lot owners upon the assumption that each lot owner will be assessed 1/94<sup>th</sup> of the maintenance costs. Should the developer not sell ninety-four (94) lots with the Hyde Park Association each lot owner will still only be assess 1/94<sup>th</sup> of the total maintenance costs for the abovementioned facilities and the Developer will contribute the difference.

Section 3. Creation of the Lien and Personal Obligation of the Assessment. In order to secure payment at and after the due date as each assessment becomes due, there shall arise a continuing lien charge against each lot, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section 4. Exempt Property. The assessments, charges and liens created under Article IV shall not apply to the Common Areas. Any lot (other than Lots I through 94) which Developer may hereinafter designate for common use as part of the Common Areas or otherwise shall be exempt from the assessments and charges created therein.

Section 5. Annual Maintenance Assessment. The annual assessment shall be fixed by the Associations' Board of Directors, and shall be in an amount which will be sufficient in the judgment of the Board to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. The initial assessment will not exceed \$15.00 per month until January 1, 1975 or until the swimming pool is completed, whichever first occurs.

Section 6. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the approval of two-thirds of the members.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and to the extent allowed by law. The Association, its agents, or representatives, may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 8. Subordination of the Lien to the Mortgage. The liens provided for herein shall be subordinate to the lien of any mortgage on any lot if, but only if, all assessments with respect to such lot having a due date on or prior to the date of such mortgage as filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage. The sale or transfer of any lot shall not affect any assessment lien. The sale or transfer of any lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. But the Association shall have a lien upon the proceeds from the foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgage owner. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due from the lien thereof.

## **ARTICLE V ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

The Developer shall have the responsibility of enforcing the restrictions in this Article prior to the formation of the Committee which upon the appointment shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

### Section 1. Approval of Plans and Architectural Committee.

(a) No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any

construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with.

(b) At such time as houses are constructed on Lots in the Hyde Park Addition, the Committee shall then become elected by the Association. Prior thereto, Roosevelt National Development Corporation will act as the Committee whether or not it still retains title to all or any lots in the Additions.

Section 2. Design and Site Approval. Buildings shall be erected on Lots in a manner to provide architectural value to the Hyde Park Additions. Therefore, no house, garage, carport, playhouse, outbuilding, fence, wall, or other above-ground structure shall be commenced, erected or maintained nor shall any exterior addition to, change in or alteration of any of said structure be made, until a site plan, final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors, and graphics, and floor plans thereof, proposed driveway location, and front, side, and rear elevations thereof, have been submitted to and approved in writing by the Committee as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. The Committee shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reasons for disapproval and the Committee's recommendations to remedy same. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. **Amendment 2022 (replaces 2014 amendment) Outbuildings shall have the similar construction of the residence in siding, roofing and color. Outbuildings shall have a maximum size limit of 10' x 12' x 9' tall. No metal storage buildings will be allowed.**

Section 3. Subdivision of Lots. By or with the written consent of the Committee, one or more lots as shown on the Subdivision plat or parts thereof, may be subdivided or combined to form one single building lot, provided, how ever, In such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

Section 4. Improvements. Setback and Use Restrictions.

(a) All structures must be built to comply substantially with the plans and specifications as approved by the Committee and before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.

(b) (i) Minimum setback lines shown on the recorded plat of the properties are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate. The Committee reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as the Committee shall deem sufficient.

(ii) For the purpose of determining compliance with the forgoing building line requirements, porches, wing-walls, eaves, and steps extended beyond the outside wall of a structure shall not be considered as part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-way.

(c) Unless otherwise approved in writing by the Committee, the ground floor living area of the main structure upon any Lot, exclusive of open porches, porticos, garages, carports, and breezeways, shall not be less than 1600 square feet for a one-story dwelling, nor shall any dwelling of multiple stories or floor levels be permitted having a total area less than 1800 square feet.

(d) Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3) feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed Six (6) feet in height from the minimum building setback line to the rear property line.

(e) Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling.

(f) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of neighboring lots, roads, streets, or open areas. Plans for all screens, walls and enclosure must be approved by the Committee prior to construction.

(g) No lumber, brick, stone, cinder block, concrete, or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

(h) Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.

(i) No outdoor television antenna may be erected or installed after Developer shall provide cable television reception to a lot. This covenant shall not be deemed to require Developer to install cable television. (Amendment) Direct broadcast satellite (DBS) less than one meter (39") in diameter may be installed. The installation of the DBS shall be done in a manner in which the exterior satellite unit provides reception of an acceptable quality signal while preserving the aesthetics of the residence and neighborhood. DBSs larger than one meter in diameter are strictly prohibited.

Note: The Telecommunication Act of 1996 prohibit restrictions which prevents the installation of DBSs less than one meter (39") in diameter.

(j) No Owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

(k) All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion, deemed necessary.

(l) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc., shall be stored out of sight when not in use.

(m) Any mail boxes not attached to the main dwelling structure shall be of a type consistent with the character of The Hyde Park Addition and shall be placed and maintained to complement the houses in the neighborhood.

(n) No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Committee.

(o) No house trailer, boat, boat trailer, camper, tent, or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any lot unless screened from view of adjoining lot, streets, and Common Areas, provided, however, temporary buildings and other structures shall be permitted during the construction period of houses or as a temporary real estate sales office of the Developer for the sale of lots. No garage, outbuilding, or other appurtenant structure shall be used for residential purpose, either temporarily or permanently.

(p) Setback provisions herein prescribed be altered by the Developer whenever in its sole discretion the topography or configuration of any lot in said Subdivision will so require.

(q) Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

(r) No spirituous, vinous or malt liquors be sold or kept for sale on said premises.

#### Section 5. Maintenance.

(a) All lots, together with the exterior of all Improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners, according to standards and guidelines adopted by the Board of Directors and approved by the Association. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walls and other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added and shall become part of the assessment to which said Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided in Article V, entitled "Covenant for Maintenance and Assessments." Although notice given as provided in Section 9 of the Article shall be sufficient to give the Association the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

(b) To preserve the natural integrity and beauty of the land, water, runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more twelve (12) inches above the ground shall be cut, destroyed or mutilated except with the prior written consent and permission of the Committee; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from and Lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 6. Residential Use. Each Lot shown on said Subdivision plan subject to this Declaration shall be used only for private, single family residential purposes and not otherwise.

Section 7. Hobbies and Activities. The pursuit of inherently dangerous hobbies or activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to ensue disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks, or pyrotechnic devices of any type or like; and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Area without the consent of the Developer or Association.



Section 8. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purposes of the occupants but not for any commercial or other purpose. Birds shall be confined in cages.

Section 9. Nuisances and Unsightly Materials. Each Owner shall refrain from any act or Use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance in the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for pickup by garbage and trash removal service units. In the event any Owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot enforceable to the same extent and collectible as provided for in Article V, entitled "Covenant for Maintenance Assessments." By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

Section 10. Governmental Regulations. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and regulations applicable to his Lot. In the event of any conflict between any provisions of this Declaration, the more restrictive provision shall apply.

## **ARTICLE VI EASEMENTS**

Section 1. General. Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in time future and utility service lines to, from or for each of the individual subdivision Lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for these improvements for which a public authority or utility company is responsible. Within ten (10) days prior written notice to Owner, the Committee may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so. For the purpose of this covenant, the Committee reserves the right to modify or extinguish the herein reserved easements along any Lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Committee; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from the Committee, The Association may likewise reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities in,

across, under, and over the Common Areas.

Section 2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. The foregoing restriction shall be construed to be covenants running with the land and shall be binding and effective for twenty-five (25) years from date of recordation, at which time they shall be automatically extended for successive periods of ten (10) years each unless after said twenty-five (25) year period, it is agreed by the vote of a majority in interest of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions; of this Declaration may be extended as provided in this Article.

Section 2. Enforcement. If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm, or corporation owning any property within the Hyde Park Addition to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm, or corporation from so doing such acts or to recover damage for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees and charges. Any failure by Developer on any property Owner to enforce any of said covenants and restrictions or other provisions in no event shall be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly validated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

**(Amendment) The Hyde Park Homeowners Association, as well as its attorneys, designated agents and Board of Directors, shall have the right to enforce any and all of these rules and by-laws through injunctive relief with a court of law with appropriate jurisdiction, and the Association shall also have the power and authority to recover attorneys fees and costs associated with said action from any individual or entity found to be in violation of any said rules and by-laws.**

Section 3. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee, or assignee shall take such rights subject to all obligations of Developer also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from his failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section 4. Headings and Binding Effect. Headings are inserted only for convenience and are in no

way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section 5. Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith for value, the holder thereof on becoming Owner of such interest through whatever means, or the Seller at any sale under a power of sale therein contained, shall otherwise sell and the Purchaser shall take subject to the terms, covenants and provisions contained herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be duly signed this 31<sup>st</sup> day of December, 1973.

ROOSEVELT NATIONAL DEVELOPMENT CORPORATION  
Signed by: Thomas A. Roose (?), Vice President  
Sealed by Philip Sansom, Assistant Secretary  
Notarized by Marian Fitzpatrick

**Filed in Sangamon County, Book 1187 Pages 610-620**

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### AMENDMENTS

**1<sup>st</sup> Amendment – March 21, 1975 (3 pp.)**

- First paragraph of Declaration amended (incorporated above).
- Amends Article I, Paragraph 6, revised definition of Declaration (incorporated above)
- Balance of changes relate to involvement of the Developer (not incorporated herein).  
Filed in Sangamon County, Book 1219 Pages 407-409

**2<sup>nd</sup> Amendment – September 23, 1976 (2 pp.)**

- Relates to involvement of the Developer (not incorporated herein).  
Filed in Sangamon County, Book 1273 Pages 187-188

**3<sup>rd</sup> Amendment – April 13, 1978 (2 pp.)**

- Added parcels 95-100
  - Added 2.26 acres to the Common Area
- Filed in Sangamon County, Document Numbers 025915-025917

**Amendment – November 1998**

The following amendments to Article V, Section 2 and Article V, Section 4- subpart (I) of the Declaration of Covenants and Restrictions for Hyde Park were approved by the Hyde Park Association and Owners in accordance with the procedures outlined in the Declaration in November 1998. The amendments are to be incorporated in the Declaration of Covenants and Restrictions for Hyde Park and apply to all additions of Hyde Park.

Signed: Thomas R. Poludniak, Secretary (2-15-1999)

ARTICLE V, Section 4,- Subpart (I) of the covenants will be amended to:

Direct broadcast satellite (DBS) less than one meter (39") in diameter may be installed. The installation of the DBS shall be done in a manner in which the exterior satellite unit provides reception of an acceptable quality signal while preserving the aesthetics of the residence and neighborhood. DBSs larger than one meter in diameter are strictly prohibited.

Note: The Telecommunication Act of 1996 prohibit restrictions which prevents the installation of DBSs less than one meter (39") in diameter.

The following will be amendment to ARTICLE V, Section 2.:

Outbuildings shall have the similar construction of the residence in siding, roofing and color. Outbuildings shall have a maximum size limit of 8' x 12' x 8' tall. No metal storage buildings will be allowed.

#### **Amendment – January 2014**

The following amendment shall be added as a second paragraph to Article 7, General Provisions, Section 2, Enforcement, of the Declaration of Covenants and Restrictions for Hyde Park. This amendment was approved by the Hyde Park Homeowner's Association Board and Homeowners in accordance with the procedures outlined in the Declaration of Covenants and Restrictions for Hyde Park in January 2014. The amendment is to be incorporated in the Declaration of Covenants and Restrictions for Hyde Park and apply to all additions of Hyde Park.

Signed: Kathleen Barnhart, Treasurer      Date: 07/07/2014

Signed: Alan Barnhart, Architectural Board      Date: 07/07/2014

"The Hyde Park Homeowners Association, as well as its attorneys, designated agents and Board of Directors, shall have the right to enforce any and all of these rules and by-laws through injunctive relief with a court of law with appropriate jurisdiction, and the Association shall also have the power and authority to recover attorneys fees and costs associated with said action from any individual or entity found to be in violation of any said rules and by-laws."

Filed in Sangamon County, document number 1974R553172, 2014R17449 on 07/08/2014 at 9:11 am.



\* 2 0 1 5 R 2 5 1 5 3 \*

2015R25153

08/31/2015 04:24PM

REC FEE: 30.00

RHSP FEE: 9.00

TOTAL: \$39.00

PAGES: 3

CHRISTINE

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

## **AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HYDE PARK**

Following are amendments to:

Original **Declaration of Covenants and Restrictions for Hyde Park**, dated December 1, 1973, such document having been filed for record on February 19, 1974, in Sangamon County, Book 1187 pages 601-620,

also identified by Sangamon County Recorder's Office number 1974R553172,

as amended;

the following amendments having been approved by the Hyde Park Homeowner's Association at its Special Meeting on August 3, 2015, in accordance with the procedures outlined in the Declaration of Covenants and Restrictions for Hyde Park, as amended and stated in January 2014; and

as such the following amendments are incorporated in the Declaration of Covenants and Restrictions for Hyde Park and apply to all plats and additions of Hyde Park, being:

Hyde Park 01, Hyde Park 02, Hyde Park 03, Hyde Park 04 and Hyde Park 05,

the legal description for which is attached:

**Article 1 - Definitions is amended by adding the following:**

8. "Contract Purchaser" shall mean and refer to any person who has entered into an installment contract for purchase of a Lot from an Owner under which it is anticipated that the Owner will convey and transfer title to the Lot to such person upon performance in full of the contract.

**Article III, Section 1.1 is amended to:**

1. The right of the Association to limit the use of the common areas to Owners, Contract Purchasers, tenants, their families and/or their guests, subject to the limitation that only one Owner, Contract Purchaser or tenant per Lot shall have such right to use and invite their families and guests to use the common areas, and no Owner, Contract Purchaser or tenant shall be allowed to defeat the intent of this term by inviting an Owner, Contract Purchaser or tenant to use the common areas as a guest, noting that if at the time of recording this term there is any Lot for which an Owner or Contract Purchaser and a tenant of that Lot are both utilizing common areas, then both an Owner or Contract Purchaser and a tenant of such Lot shall each retain such right until the conveyance or transfer of said Lot.

**Article V, Section 6. Residential Use, is amended to:**

Section 6. Residential Use.

(a) Each Lot shown on said Subdivision plan subject to this Declaration shall be used and occupied by the Owner, Contract Purchaser and/or their families only for private, single family residential purposes and not otherwise.

(b) After the recording of this term, no Owner or Contract Purchaser shall lease any Lot to any Third Party, being someone who is not an Owner, Contract Purchaser and/or member of their families. Any Owner or Contract Purchaser engaged in leasing or subleasing activities as of the date of recording of this term may continue leasing or subleasing activities until said Lot is sold, conveyed or otherwise transferred.

(c) Any Owner or Contract Purchaser engaged in leasing or subleasing activities as of the date of recording of this term must, upon the sale, conveyance or transfer of said Lot notify any potential buyer or transferee taking title that no Lot within Hyde Park may be leased at any time to any Third Party (as defined hereinabove).

(d) Any Owner or Contract Purchaser may apply for a hearing before the Board for permission to lease a Lot on a temporary basis; however, in no event shall any Owner or Contract Purchaser make an application to lease the property for a term exceeding twelve (12) months, inclusive of any provisions for extension of a lease term, no Owner or Contract Purchaser shall allow a holdover tenancy of the Lot by any lessee beyond a term of twelve (12) months, and no Owner or Contract Purchaser shall make such application more than once every three (3) years while owning such Lot. The Board may require that the Owner or Contract Purchaser applying for such permission submit any proposed lease agreement before considering such application. The Board shall have sole discretion to either grant or deny such permission.

Signed:   
Chuck Weyhenmeyer, Jr.  
President, Hyde Park Homeowners Association

Dated: August 8, 2015

Signed:   
Marcia A. Strow  
Secretary, Hyde Park Homeowners Association

Dated: 8/8/2015

Said Declaration of Covenants and Restrictions for Hyde Park

and the Amendments thereto apply to Hyde Park and to all plats and additions of Hyde Park, being:

Hyde Park 01, Hyde Park 02, Hyde Park 03, Hyde Park 04 and Hyde Park 05,

legally described as

Part of the East Half of Section 27 described as beginning at a point on the West line of the East Half of the Southeast Quarter of said Section 27, 1,914.28 feet North of the Southwest corner of the East Half of the Southeast Quarter of said Section, thence East parallel with the South line of said Section 1,251.62 feet to the Westerly right-of-way line of the Illinois Central Railroad, said point being 66 feet West of the East line of said Section; thence North on said right-of-way line 1,601.52 feet; thence West on the South line of the tract taken by the United States of America by Civil Action No. 324 in the District Court of the United States for the Southern District of Illinois, Southern Division, a distance of 1,251.13 feet; thence South on the West line of the East Half of the Northeast Quarter of said Section 27 a distance of 396.28 feet; thence deflecting to the left 93 degrees 38 minutes for a distance of 369.34 feet; thence deflecting to the right 93 degrees 38 minutes for a distance of 236.36 feet; thence deflecting to the right 86 degrees 22 minutes for a distance of 369.34 feet to the West line of said Half Quarter Section; thence South on the West line of said Half Quarter Section line and the West line of the East Half of the Southeast Quarter of said Section 979.83 feet to the place of beginning, containing 44.152 acres, more or less; in Township 15 North, Range 5 West of the Third Principal Meridian.  
Situating in the City of Springfield, County of Sangamon, State of Illinois,

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**INSTRUMENT PREPARED BY:**

David V. White  
Kopec, White & Spooner  
801 South MacArthur Boulevard  
Springfield, Illinois 62704  
(217) 726-7540

**RETURN DOCUMENT TO:**

Mr. Chuck Weyhenmeyer  
6 Delano Lane  
Springfield, Illinois 62703



DocId:8359906

Tx:4204199

**2022R22703**

10/24/2022 02:10 PM

REC FEE 28.00

GIS FEE 18.00

RHSP FEE 9.00

TOTAL: 55.00

PAGES: 2 CHANDLER

JOSHUA A LANGFELDER  
SANGAMON COUNTY RECORDER

## **AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HYDE PARK**

Following are amendments to:

Original **Declaration of Covenants and Restrictions for Hyde Park**, dated December 1, 1973, such document having been filed for record on February 19, 1974, in Sangamon County, Book 1187 pages 601-620,

also identified by Sangamon County Recorder's Office number 1974R553172, as amended;

the following amendment having been approved by the Hyde Park Homeowner's Association at its meeting on June 22, 2022, in accordance with the procedures outlined in the Declaration of Covenants and Restrictions for Hyde Park, as amended and stated in August 2015; and as such the following amendments are incorporated in the Declaration of Covenants and Restrictions for Hyde Park and apply to all plats and additions of Hyde Park, being:

Hyde Park 01, Hyde Park 02, Hyde Park 03, Hyde Park 04 and Hyde Park 05, the legal description for which is attached:

**Article V, Section 2 – is amended by adding the following:**

Outbuildings shall have the similar construction of the residence in siding, roofing and color. Outbuildings shall have a maximum size limit of 10' x 12' x 9' tall. No metal storage buildings will be allowed.



Signed: Aaron Van Dyke  
Aaron VanDyke

Dated: 9-21-22

President, Hyde Park Homeowners Association

Signed: Blake Wood

Dated: 9-21-22

Blake Wood

Secretary, Hyde Park Homeowners Association

Said Declaration of Covenants and Restrictions for Hyde Park

and the Amendments thereto apply to Hyde Park and to all plats and additions of Hyde Park, being:

Hyde Park 01, Hyde Park 02, Hyde Park 03, Hyde Park 04 and Hyde Park 05,  
legally described as

Part of the East Half of Section 27 described as beginning at a point on the West line of the East Half of the Southeast Quarter of said Section 27, 1,914.28 feet North of the Southwest corner of the East Half of the Southeast Quarter of said Section, thence East parallel with the South line of said Section 1,251.62 feet to the Westerly right-of-way line of the Illinois Central Railroad, said point being 66 feet West of the East line of said Section; thence North on said right-of-way line 1,601.52 feet; thence West on the South line of the tract taken by the United States of America by Civil Action No. 324 in the District Court of the United States for the Southern District of Illinois, Southern Division, a distance of 1,251.13 feet; thence South on the West line of the East Half of the Northeast Quarter of said Section 27 a distance of 396.28 feet; thence deflecting to the left 93 degrees 38 minutes for a distance of 369.34 feet; thence deflecting to the right 93 degrees 38 minutes for a distance of 236.36 feet; thence deflecting to the right 86 degrees 22 minutes for a distance of 369.34 feet to the West line of said Half Quarter Section; thence South on the West line of said Half Quarter Section line and the West line of the East Half of the Southeast Quarter of said Section 979.83 feet to the place of beginning, containing 44.152 acres, more or less; in Township 15 North, Range 5 West of the Third Principal Meridian.

Situated in the City of Springfield, County of Sangamon, State of Illinois.

*n e Ref. to:*

Prepared by Blake Wood, Secretary, Hyde Park Homeowners Association.

12 Hyde Park, Springfield, IL 62703