

# **Cider Mill Home Owners Association**

***By-Laws***

BY-LAWS  
Of  
CIDER MILL ASSOCIATION, INC.  
January 25, 1993  
Amended August 19, 2002

OF ..... I

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## ARTICLE I: NAME and OFFICES

SECTION 1. NAME AND PRINCIPAL OFFICE. The name of this corporation shall be Cider Mill Association, Inc, hereinafter called the "Association", and, unless modified by resolution of its Board of Directors, its principal office shall be located at the home address of the President, the mailing address of the principal office shall be P.O. Box 862, Springfield, IL 62705. Meetings of members and directors may be held at such places as the Board of Directors shall from time to time designate and determine.

SECTION 2. REGISTERED OFFICE AND AGENT. Unless modified by resolution of the Association's Board of Directors, the registered office of this corporation shall be P.O. Box 7486, Springfield, Illinois, and its registered agent at that address shall be Robert E. Wagner.

## ARTICLE II: PURPOSES and POWERS

### PURPOSES AND POWERS

SECTION 1. PRIMARY PURPOSES. This Association does not contemplate pecuniary gain or profit to the members of the Association, and the primary and specific purposes for which the Association is formed are: (i) to provide for the purchase, ownership, operation, maintenance, regulation, preservation, improvement and control of the common areas described below and lots immediately adjoining the same and any additions thereto or improvements subsequently situated thereon, hereinafter referred to as the "common areas", all located or to be located within Cider Mill First and Second Addition Final Plat (hereinafter referred to as Cider Mill Subdivision), according to the plats thereof recorded or to be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

(ii) to develop within Cider Mill Subdivision a community designed for safe, healthful and harmonious living, and consistent therewith, to aid and cooperate with all members of the Association and all other property owners in Cider Mill Subdivision in the implementation and enforcement of such architectural controls and other conditions, covenants, restrictions, reservations, rules or regulations as are appurtenant to any of the common areas and all other property, buildings and improvements located or situated within Cider Mill Subdivision and (iii) to promote the collective and individual civic and social interests, and the health, safety and welfare of Association members.

SECTION 2. GENERAL PURPOSES AND POWERS. In addition to the foregoing primary purposes, the Association shall have the following general purposes and powers:

- (a) To enforce and implement such other rules and regulations as hereafter may be adopted by the Association's Board of Directors relative to the use, care and enjoyment by Association members and their guests of both the common areas and all other property, buildings or improvements located or situated within Cider Mill Subdivision;

- (b) To fix, levy, collect and enforce payment of, by any lawful means, all annual dues, periodic assessments and fines levied pursuant to these By-Laws;
- (c) To pay all costs incurred in connection with the Association's affairs and operations including all overhead, clerical, and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against, the common areas and other real and personal property of the Association; and
- (d) To have and exercise any and all powers, rights and privileges which a corporation organized under the General Not For Profit Corporation Act of the State of Illinois by law may now or hereafter have or exercise.

### ARTICLE III: MEMBERSHIP

SECTION 1. CLASS OF MEMBERS. The Association shall have one class of members; to-wit: mandatory members.

SECTION 2. MANDATORY MEMBERSHIP. Mandatory membership shall be required of each owner of record or beneficial owner (as distinguished from a security owner) of Lots one (1) through fifty-three (53) of Cider Mill Subdivision.

On any matter submitted to a vote of the Association's membership, each owner of record or beneficial owner (as distinguished from a security owner) of any of the lots in Cider Mill Subdivision shall have one vote, except in the event that a single residential dwelling is constructed on two adjacent lots, in which case the two lots together shall have one vote.

In the event all or any portion of any one of the aforesaid lots is owned by two or more persons, whether in joint tenancy, tenancy in common, common ownership under any form of condominium program or otherwise, the membership as to each such lot shall be joint; and a single membership for each such lot shall be issued in the names of all such persons who shall designate in writing to the secretary of the Association, at the time of issuance, one of their number who shall hold the membership with respect to said lot and who shall have the power to vote said membership; provided, however, that in the absence of such designation and until the same is made as aforesaid, the Board of Directors shall make such designation.

Mandatory membership shall be appurtenant to and may not be separated from ownership of any of the aforesaid lots, and the record or beneficial (as distinguished from security) owner of all or any portion or any of said lots, and the time he acquires such ownership and as a condition thereof, shall automatically become and remain a member of the Association. Mandatory membership in the Association held by any such lot owner shall not be transferred, pledged or alienated in any way, except

(i) upon the transfer of the title of any such lot, and then only to the transferee of such title, and (ii) such membership may be pledged to a lending institution as additional security for a purchase money real estate loan on the lot to which the membership is appurtenant. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the lot owner of any such lot or portion thereof should fail or refuse to transfer the membership registered in his name to the transferee of such lot or portion thereof, the secretary of the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the transferee, and thereupon the old certificate outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Mandatory membership shall include an obligation by the member to comply with and be bound by the Articles of Incorporation; these By-Laws and amendments thereto; such architectural controls and other conditions, covenants, restrictions and reservations as are appurtenant to any of the aforesaid lots and the common areas, all as set forth in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision; and such other rules and regulations as are from time to time adopted by the Association's Board of Directors.

#### ARTICLE IV: DUES, ASSESSMENTS and LIENS

SECTION 1. MANDATORY ANNUAL DUES. Mandatory annual dues for each mandatory member, or – in the case of a joint mandatory membership – for the person designated as provided in Section 2 of Article III and Section 13 of Article VII of these By-Laws as the person who shall hold such joint mandatory membership, shall be \$100 for the period of June 1, 1991 to May 30, 1992, and thereafter as the Board from time to time shall determine. The Assessment, collection and expenditure of mandatory annual dues shall be limited to the following purposes.

To maintain the common areas at the entrance to the subdivision and at the cul-de-sac at the north end of Coventry Point, and to maintain the custom street lights hereinafter referred to as the "common areas," all located within Cider Mill First and Section Addition Final Plat (hereinafter referred to as Cider Mill Subdivision), according to the plats thereof recorded in the Office of the Recorder of Deeds, Sangamon County, Illinois.

Mandatory annual dues shall be payable in full and in advance on the first day of the month following the month in which a person becomes a mandatory member of the Association, and shall continue to be paid in full and in advance on the first day of the same month of each succeeding calendar year for so long as such person's membership in the Association continues. No person shall be entitled to a refund of any portion of the mandatory annual dues paid by him even though such person's membership in the Association terminated prior to the expiration of the 12 month period for which said mandatory annual

dues were paid by him; provided, however, that if such person's membership in the Association is terminated by reason of his sale to another of the lot or portion thereof which required him to become a member of the Association, such person shall be entitled to assign the to the transferee of such lot or portion thereof the benefit of his paid up mandatory annual dues. Any amount of mandatory annual dues or assessments and liens levied by the Board in excess of those amounts required to satisfy the purposes set forth in this section, or to establish annual a reasonable reserve for payment of expenditures for such purposes, may be returned to the members pro rata.

SECTION 2. VOLUNTARY ANNUAL FEES. The Board may establish voluntary dues for each mandatory member, or in the case of a joint mandatory membership, for the person designated as provided in Section 2 of Article III of these By-Laws as the person who shall hold such joint mandatory membership. Said voluntary dues shall be payable at the discretion of the Board to be used for purposes which include but which may be in addition to the purposes of the Association set forth in Section 1 of this Article IV. No members shall be required to pay any portion of the voluntary dues and said member shall not be subject to any assessment or lien on such member's property for failure to pay such voluntary dues.

SECTION 3. ASSESSMENTS AND LIENS. In addition to the annual dues payable by mandatory members of the Association as provided in Section 1 of Article IV of these By-laws, and with respect to such matters for which mandatory dues may be expended, each owner of record or beneficial owner of the same shall be subject to assessments for such lot's proportionate share of:

- (a) All costs incurred in connection with the Association's affairs and operations, including all overhead, clerical affairs and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common areas and other real and personal property of the Association;
- (b) Such sums as the Board of Directors shall determine, after due consideration of all accumulated and unexpended annual dues, to be reasonable and prudent for the establishment of a reserve for payment of the aforesaid expenditures of the Association; and
- (c) Such additional sums as the Board of Directors shall determine to be necessary to meet the primary purposes of the Association including the purchase and acquisition of the common areas; provided that the total amount of any one assessment levied under this subparagraph (c) against all aforesaid lots – including any assessment for capital improvements or to make up for a deficiency in insurance proceeds received by reason of damage to the common areas or other real and personal property of the Association – shall not exceed an amount equal to one year's dues in

the aggregate, except upon the prior affirmative vote of two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose.

Such assessments or liens can be imposed for and are limited to the purposes described in Section 1 of this Article IV.

Invoices for such assessments shall be submitted to the appropriate lot owners monthly, or at such other regular intervals as may be determined by the Board of Directors. Each owner shall pay all assessments levied upon his lot or lots pursuant to this Section 2 of the Association within thirty (30) days of the mailing or delivery of an invoice for same to such owner.

Upon ten (10) days' notice to the Board of Directors and the payment fee of \$1.00, any mandatory member shall be furnished a statement of his account setting forth the amount of any unpaid annual dues, assessments or other charges due and owing the Association from such mandatory member.

If any owner of all or any portion of any of the aforesaid lots is in default for a period of thirty (30) days either in the payment of his annual dues provided in Section 1 of this Article IV, or in the payment of his proportionate share of any assessment levied under this Section 2, the members of the Board of Directors may bring suit to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. The amount of any delinquent and unpaid annual dues or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the lot of the owner involved with payable, and may be foreclosed by an action brought by the members of the Board of Directors as in the case of foreclosure of liens against real estate. Such lien shall be in favor of the members of the Board of Directors and their successors in office and shall be for the benefit of all other mandatory members of the Association. The Board of Directors shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien, upon the recording of notice thereof in the Office of the Recorder of Deeds of Sangamon County, Illinois shall be prior to all other liens and encumbrances, recorded or unrecorded except only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois or other State of Federal taxes which by law are a lien on the interest of the owner of such lot prior to preexisting recorded encumbrances thereon, and (ii) encumbrances on the interest of the owner of such lot recorded prior to the date the aforesaid notice of lien is recorded, which encumbrances by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, and provided further that if and whenever and as often as the Board of Directors shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the

amounts and due dates of all delinquent and unpaid annual dues and assessments with respect to such lot, then such prior recorded encumbrance shall be subject to the lien of all delinquent and unpaid dues and assessments with respect to such lot which become due and payable within a period of ninety (90) days after the date of mailing of each such notice, together with interest thereon and costs and fees as above provided. Any encumbrancer holding a lien on such lot may pay any delinquent and unpaid annual dues and assessments with respect thereto, and interest, costs and fees as above provided, and upon such payment such encumbrancer shall have a lien on such lot for the amounts so paid at the same rank as the lien of his encumbrance. The aforesaid notice of lien shall be signed by members of the Board of Directors, shall contain a good and sufficient legal description of the lot subject to the lien, the amount and nature of the lien, and the name and nature of the interest of the owner, or reputed owner of such lot.

No owner of any of the aforesaid lots may avoid or escape liability for the annual dues provided for in Section 1 of this Article IV or for the assessments provided for in this Section 2 by waiver or non-use of the benefits of mandatory membership, or of the common areas or other real or personal property of the Association.

ARTICLE V: SALE, LEASE, MORTGAGE  
or OTHER ALIENATION of COMMON AREAS or  
PROPERTY of ASSOCIATION – No Right to Partition

Title and ownership of the common areas shall be vested in the Association, and neither mandatory membership in the Association nor ownership of any lot in Cider Mill Subdivision shall create any right or cause of action in or on behalf of any Association member or lot owner for a partition of the common areas or any part thereof. The Association shall not exercise its power to mortgage, encumber, lease, convey, or otherwise alienate or dispose of the common areas or other property of the Association unless such action has been approved by the vote of three-fourths (3/4) of the votes cast by mandatory members of the Association at any meeting called for that purpose.

ARTICLE VI: MEMBERSHIP MEETINGS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held on July 25, 1991 and thereafter as set by the Board.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time for the purpose of considering matters which, by statute or the terms of the Articles of Incorporation, these By-Laws or the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision require the approval of the mandatory members of the Association, or for any other reasonable purpose. Said meetings shall be called by written notice authorized by a majority of the Board of Directors or by

the mandatory members of the Association having one-third (1/3) of the total votes. The notice of such meeting shall be given by the Board of Directors to each member of the Association not less than ten (10) days prior to the date of said meetings and shall specify the date, hour and place of the meeting and the matters to be considered.

SECTION 3. TIME AND MANNER OF NOTICE. Notice of any annual or special meeting shall be deemed given when delivered personally to the person entitled to such notice, or when deposited in the United States mails, postage prepaid, and addressed to such person at his last known address or delivered to the member's premises.

SECTION 4. QUORUM, MAJORITY VOTE. The presence in person or by proxy at any membership meeting of those mandatory members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided in the Articles of Incorporation, these By-Laws or in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, any action may be taken at any meeting of the members at which a quorum is present upon the affirmative vote of the mandatory members having a majority of the total votes present at such meeting.

SECTION 5. PROXIES. At all meetings of members, each mandatory member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable, and shall automatically cease upon conveyance by a mandatory member of his lot.

SECTION 6. ADJOURNMENT OF MEETING. If any meeting of the members cannot be held because a quorum has not attended, a majority of the mandatory members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period seven (7) days in any one (1) case.

#### ARTICLE VII: BOARD of DIRECTORS

SECTION 1. NUMBER. The direction and administration of the Association shall be vested in a Board of Directors (hereinafter sometimes called the "Board"), consisting of three (3) persons who shall be elected in the matter hereinafter provided. Each member of the Board shall be a mandatory member of the Association; provided, however, that in the event a mandatory member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officers or directors of such corporation, partners of such partnership, beneficiaries of such trust, or managers of such other legal entity, shall be eligible to serve as a member of the Board.

SECTION 2. ELECTION AND TERM OF OFFICE. Directors will be elected by majority vote of the mandatory members at each annual meeting. The term of office of Board members shall be one (1) year. Directors shall serve until their successors are selected.

SECTION 3. REMOVALS. Any Board member may be removed from office by the affirmative vote of at least two-thirds (2/3) of the votes cast by mandatory members of the Association at any meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the mandatory members at the same meeting or any subsequent meeting called for that purpose.

SECTION 4. VACANCIES. Vacancies in the Board shall be filled by election by the mandatory members present at the next annual meeting or at a special meeting of the members called for such purpose.

SECTION 5. ORGANIZATION MEETING. The organization meeting of a newly-elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Board at the meeting at which it was elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

SECTION 6. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each member, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

SECTION 7. SPECIAL MEETINGS. Special meetings of the Board may be called by the president of the Association and must be called by the secretary of the Association at the written request of either two members of the Board or by the mandatory members of the Association having one-third (1/3) of the total votes. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

SECTION 8. WAIVER OF NOTICE. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

SECTION 9. QUORUM, MAJORITY VOTE. A quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required.

SECTION 10. ACTION TAKEN WITHOUT A MEETING. The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting, by obtaining the written approval of all members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

SECTION 11. COMPENSATION OF BOARD. Members of the Board shall receive no compensation for their services, provided, however, that any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 12. POWERS AND DUTIES OF THE BOARD REGARDING ANNUAL DUES.

(a) The Board shall have the following powers and duties:

- (i) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the Articles of Incorporation, other provisions of these By-Laws or the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision;
- (ii) To formulate policies for the administration, management and operation of the common areas, and to provide for the maintenance, repair, alteration and improvement of the common areas and other property of the Association;
- (iii) To employ any person, firm or corporation to act as manager or managing agent for the common areas and other real and personal property of the Association, to engage the services of such other employees or personnel, including accountants and lawyers, as the Board shall deem necessary, and to prescribe the duties of and provide reasonable compensation for such manager or managing agent and other employees or personnel;
- (iv) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (v) To adopt rules and regulations governing the administration, management, maintenance, operation, use, enjoyment, conservation and beautification of the common areas, and other property of the Association, for the health, safety, comfort and welfare of Association members; to amend such rules and regulations from time to time; and to cause notice of all such rules and regulations; and any amendments thereto, to be sent or otherwise given to the members of the Association;
- (vi) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by the mandatory members of the Association having one-third (1/3) of the total votes;
- (vii) As more fully provided herein and in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision:
  - (1) To fix the amount of the assessments provided in Section 2 of Article IV of these By-Laws;

- (2) To send, or cause an appropriate officer to send, written notice of annual dues and of each assessment to every mandatory member subject thereto;
  - (3) To enforce collection and payment of fines, dues and assessments in the manner provided for herein;
  - (viii) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
  - (ix) To procure and maintain adequate liability insurance; and adequate fire, casualty and hazard insurance on property owned and maintained by the Association;
  - (x) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (xi) To perform, or to cause an appropriate officer to perform, all other duties of the Association or Board set forth in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, or necessary to accomplish the purposes for which the Association was formed.
- (b) The exercise of the powers contained in this section is subject to the provisions of Article IV, Section 2.

## ARTICLE VIII: OFFICERS

SECTION 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president, vice-president, secretary and treasurer, and such other officers as the Board may from time to time by resolution create. Except for the Treasurer, the officers may also be Board members.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. TERM. The officers of the Association shall be elected by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. RESIGNATION AND REMOVAL. Any officer other than the president may be removed from office with or without cause by the Board. The President may be removed only by a

majority vote of the members. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. VACANCIES. A vacancy in any office may be filled in the matter prescribed for regular election. The officer so elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. MULTIPLE OFFICES. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. DUTIES. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer; shall preside at all meetings of both the Board of Directors and members of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act as president, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and members of the Association; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing all members of the Association and those of their number who have the power to vote their membership, together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit or cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse or cause to be disbursed such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep full and accurate financial records and books of account showing all receipts and disbursements; and shall prepare all required financial statements and statements of income and expenditures.

#### ARTICLE IX: BOOKS and RECORDS

The Articles of Incorporation, By-Laws, books, records and papers of the Association, and all the rules, regulations, architectural controls, conditions, covenants, restrictions and reservations now in

existence or hereafter adopted by the Association relative to the use, care and enjoyment of the common areas and all other property, buildings or improvements located or situated within Cider Mill Subdivision shall at all times, during reasonable business hours, be subject to inspection by any member.

#### ARTICLE X: CONTRACTS, LOANS, CHECKS and DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the treasurer and co-signed by the president of the Association, or shall be signed in such other manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE XI: COMMITTEES

SECTION 1. ESTABLISHMENT OF COMMITTEES. Subject to the applicable provisions of the General Not For Profit Corporation Act of the State of Illinois, the Board of Directors may appoint, by resolution adopted by a majority of the directors then in office, such committees as it deems appropriate to assist the Association in carrying out its purposes and the Board of Directors in the management of the Association.

SECTION 2. ARCHITECTURAL CONTROL COMMITTEE. The Board of Directors shall serve as the Architectural Control Committee. The Architectural Control Committee shall have those powers and duties as set forth in the Protective Covenants for Cider Mill dated March 31, 1986.

#### ARTICLE XII: GENERAL PROVISIONS

SECTION 1. RIGHTS AND OBLIGATIONS OF MANDATORY MEMBERS. Each owner of record or beneficial owner (as distinguished from a security owner) of the following lots in Cider Mill Subdivision, to-wit: Lots one (1) through fifty-three (53) each subsequent grantee of such owner, and each particular purchaser of any such lot under any contract for a deed of conveyance thereto, accepts the

same subject to all conditions, covenants, restrictions, reservations, rules, regulations, architectural controls, liens and charges, and the jurisdiction, rights and powers created or reserved by these By-Laws or the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision; and all rights, benefits and privileges of every character granted, created, reserved or declared, and all impositions and obligations imposed, by these By-Laws or the aforesaid Declaration shall be deemed and taken to be covenants running with the land, and shall bind any person (including a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property) having at any time interest or estate in said lots, and shall inure to the benefit of any such person in like manner as though the provisions of these By-Laws and the aforesaid Declaration were recited and stipulated at length in each and every deed of any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of these By-Laws or in the aforesaid Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such lots and all improvements situated thereon as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

SECTION 2. ARCHITECTURAL CONTROLS. Each mandatory member of the Association shall be subject to and bound by the architectural control provisions set forth and contained in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, and without in any manner attempting to limit the architectural control provisions contained in the aforesaid Declaration, no mandatory member of the Association shall:

- (a) build, construct, install, alter, repair or restore the exterior of structural portions of any residence, dwelling unit, garage, carport or outbuilding;
- (b) build, construct, install or alter any wall, fence, parking area, poles or wires for the transmission of electricity or telephone messages, or sign;
- (c) build, construct, install, alter, repair, restore, store or maintain any house trailer or mobile home;
- (d) install, locate or maintain above-ground (i.e., in a non-buried location) any propane storage tank;
- (e) cut or remove any tree having a diameter of four (4) inches or more, measured at a point twelve (12) inches above the ground line;

on or upon any of the lots in Cider Mill Subdivision without the prior written approval of the Architectural Control Committee created by the aforesaid Declaration, and until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the buildings, structures, alterations, repairs, restorations or improvements narrated in subparagraphs (a), (b), (c) and (d) of the Section have been submitted to and approved in writing by the aforesaid Architectural Control Committee as to conformity or harmony of exterior construction materials, color, height, configuration and architectural style and design, correlation of building types to terrain, and

location and natural grouping of structures with respect to other existing structures, open spaces, wooded areas and street patterns within Cider Mill Subdivision.

SECTION 3. USE AND OCCUPANCY RESTRICTIONS. Each mandatory member of the Association shall be subject to and bound by the use and occupancy restrictions set forth and contained in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, and without in any manner attempting to limit the use and occupancy restrictions contained in the aforesaid Declaration, the use and occupancy of the common areas and the following described lots in Cider Mill Subdivision shall be limited and restricted as follows:

- (a) All lots of Cider Mill Subdivision and the improvements now or hereafter situated thereon shall be used or leased only for single family residential purposes, and such recreational activities as are incident to such residential uses, and for no other purpose;
- (b) The common areas shall be used only for such recreational or social activities as are incident to the residential purposes to which the use of Lots one (1) through fifty-three (53) of Cider Mill Subdivision has been restricted as provided in subparagraph (a) of this Section, and for no other purposes.

SECTION 4. RULES AND REGULATIONS. Each mandatory member of the Association shall be subject to and bound by the following rules and regulations in connection with the use and enjoyment of the common areas:

- (a) No person shall use the common areas or any part thereof in a manner contrary to the rules and regulations set forth and contained in these By-Laws or in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, or contrary to such other rules and regulations as the Board of Directors from time to time adopt in accordance with these By-Laws;
- (b) Use of the common areas shall be limited to such recreational and social activities as are incidental to the residential use and occupancy Cider Mill Subdivision, and no business, commercial, or industrial activities, and no incidental home industries or occupations shall be permitted or conducted, either temporarily or permanently on the common areas;
- (c) The Board of Directors may hereafter grant easements over, under, along or on any portion of the common areas for utility purposes benefiting the common areas or other property located within Cider Mill Subdivision including the right to install, lay, maintain, replace and repair water mains and pipes, sewer lines, a sewer or lift pump station, gas mains, telephone wires, equipment and electrical conduits, and in furtherance thereof, and in order for the Board of Directors to provide for and facilitate the proper management, operation, maintenance, repair and improvement of the common areas as required by these By-Laws and the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, the Board of Directors may authorize entry into the

common areas (in both the restricted use and exclusive use areas) for such purposes, causing as little inconvenience to the use and enjoyment of the common areas as is practicable under the circumstances;

- (d) No trees, bushes, shrubbery, sod or other form of landscaping may be removed from the common areas without the prior express written consent of the Board of Directors;
- (e) No noxious or offensive activity shall be engaged in, nor shall any waste be committed by any licensee in or upon the common areas nor shall any record or beneficial owner (as distinguished from security owner) of any lot situated within Cider Mill Subdivision use or permit the use of said lot or any improvements or other property situated thereon in such manner as will interfere with, or cause an annoyance or nuisance to the use, enjoyment, maintenance and operation of the common areas;
- (f) No motor vehicles, campers, camper trailers, trailers, house trailers, tents or similar objects shall be erected, placed, parked or otherwise located or allowed to remain, temporarily or permanently, on the common areas (either in restricted or exclusive use areas);
- (g) No dogs, cats, rabbits, household pets, livestock, fowl, poultry or other animals may be raised, bred, quartered, penned, chained, kept or allowed to enter upon or remain on the common areas; provided, however, that cats and dogs which are not dangerous or vicious may be allowed to enter upon the common areas unless they thereby create a nuisance or reasonable disturbance in which event they shall be permanently removed from the common areas upon three (3) days prior written notice from the Board of Directors.

SECTION 5. FINES AND REMEDIES. If any owner of record or beneficial owner (as distinguished from security owner) of any of the lots in Cider Mill Subdivision, to-wit: Lots one (1) through fifty-three (53) either by his own conduct or by the conduct of any other occupant of his lot or any improvements situated thereon, shall violate any of the conditions, covenants, restrictions, reservations, rules, regulations or architectural controls set forth and contained in Article XII of these By-Laws or in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, or any rules and regulations from time to time hereafter adopted by the Board of Directors in accordance with these By-Laws, and such violation shall not be cured within five (5) days after written notice thereof is deposited by the Board in a United States Post Office mailbox, certified mail, return receipt requested, addressed to such owner at his last known address, or shall recur more than once thereafter, the Board shall have the power and authority, upon three (3) days prior written notice given by the Board to such owner (in the same manner as the aforesaid five (5) day notice is required to be given) to levy and assess a fine against such owner of not less than \$10.00 nor more than \$50.00 for each day after the date on which the aforesaid five (5) day notice was postmarked and during or on which

such violation occurred, existed or continued uncured. The Board or its agents may institute such legal or equitable actions or proceedings against any such aforesaid owner of record or beneficial owner (as distinguished from security owner) as may be required to enforce payment and collection of all or any part of any fine or fines levied against such owner pursuant to these By-Laws or to the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision: and in addition thereto, the Board or its agents shall have such other rights and remedies as are available at law or in equity, and may prosecute such other actions or proceedings, including actions for damages or for mandatory or other injunctions against any aforesaid owner of record or beneficial owner, in order to enforce, and to compel such owner to comply with and observe, all of the conditions, covenants, restrictions, reservations, rules, regulations and architectural controls as are set forth and contained in these By-Laws or the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision. Any and all of the aforesaid rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or its agents, and in any action, suit or proceeding instituted by the Board or its agents as aforesaid, all expenses incurred by the Board or its agents in connection therewith, including court costs, attorney's fees and other fees and expenses, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree therein entered or rendered in favor of the Board or its agents.

#### ARTICLE XIII: FISCAL YEAR

Unless modified by resolution of the Board of Directors of the Association, the fiscal year of the Association shall begin on the first day of July and end of the 30<sup>th</sup> day of June every year, except that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE XIV: AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members of the Association, by a vote of sixty-seven percent (67%) of the total voting power of the membership.

#### ARTICLE XV: CONFLICTS

In the event of any conflict or inconsistency between any of the provisions of these By-Laws and any of the provisions set forth and contained in the Declaration of Covenants and Restrictions applicable to Cider Mill Subdivision, the provisions of said Declaration shall control.

In witness whereof, we, being all of the Directors of Cider Mill Association, Inc., have set our hands on August 19, 2002.

CIDER MILL ASSOCIATION

DATE:

[Mark Selvaggio]

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August 19, 2002

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[Stephen Povse]

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August 19, 2002

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[Robert Wagner]

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August 19, 2002

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