

# **Cider Mill Home Owners Association**

***Protective Covenants***

# **A Users Guide to the Protective Covenants of Cider Mill**

## **What do the Covenants mean to home owners in Cider Mill?**

In a word, they are important. They are a contract that all Cider Mill homeowners enter when they purchase land within the Cider Mill development. They are on file with the title to your property and as such are a legally binding agreement that everyone "knowingly" enters when they purchase property. That the terms in the covenants are legally binding means that any Cider Mill homeowner can enforce the terms of the covenants as an independent entity, without the Association's knowledge or support or without the knowledge or support of any other homeowner. That means if a neighbor has performed some act that violates any of the terms of the covenant, like any of those listed below, they can be sued by any other Cider Mill homeowner, or by the Cider Mill Association. The covenants themselves carry a great deal of weight in court proceedings.

Of course, it has been the desire of the Board, and all previous Boards, to achieve the spirit of the covenants in neighborly ways, not adversarial court proceedings. However, if good will and cooperation do not successfully resolve infractions, the covenants may be enforced and should be followed if they are to continue to hold meaning and sustain the characteristics of the neighborhood that were the original intent for Cider Mill.

Below summarizes the highlights of the covenants, section by section.

## **Introduction**

The first paragraph means that the rules and restrictions as described are tied to the land and pass from owner to owner, binding them to the terms described as in a contract. Because they are filed with the title to the land, as the title passes from owner to owner, the legal responsibility to maintain the covenants pass with them.

## **Section I**

Gives a legal description of the area we know as Cider Mill.

## **Section II**

Restrictions and rules are set forth for the purpose of preserving the natural beauty of the area, controlling improvements to the land and its use so that the property values are not adversely affected.

The restrictions and conditions can be summarized as follows:

1. Only one single family residence can be erected on any lot.
2. No residence can contain less than 2000 square feet for a one-story building, nor 2600 square feet for a two-story building. Garages must provide space for at least two cars and they must be attached to the house (unless approved by the Architectural Control Committee – contact Mark Selvaggio currently).
3. Set back allowances are stated from the front and rear of the lot as well as from the lot lines on either side. All residences must face the street. The width of driveways and the materials used in their construction are also stated.
4. All utility cables must be underground.
5. Each residence must be connected to the public sewer.
6. Nothing, -- no thing -- can be built or erected on the external structure without first receiving approval of the Architectural Control Committee (contact Mark Selvaggio currently). This includes a porch, replacement of a porch, a satellite dish, antenna, swimming pool, or a fence or driveway constructed or altered. Again, although not stated in the covenants, the Board in 1998 decided that the small digital disks are allowable, however, with the stated preference that they be placed discreetly. This interpretation was rendered due to the changing technology since the original covenants had been filed.

7. Any construction should be completed within a reasonable period of time, and never lasting longer than one year. No temporary structures should be used on any site at any time for residential purposes.
8. No owner shall allow any commercial vehicle or trailer, camper, boat or other similar vehicle to be stored on a lot, in the driveway or in the street for more than 48 hours.
9. No machinery or structure of any kind is allowed on any lot for the purposes of carrying out a trade or business.
10. The owner of a vacant lot must cut the weeds and maintain their lot.
11. Easements are reserved as shown in the recorded plat for utility lines. Easements must be maintained by the owner of the lot.
12. The elevation and grade lines of any lot must be consistent with other lots in the sub-division.
13. No offensive, annoying, or nuisance activity shall be conducted on any lot or on any common area within the subdivision.
14. No sign shall be displayed to the public that exceeds one square foot for a professional sign or 5 square feet for a "For Sale" sign of the property itself. Although not written in the covenants case law has set a precedent that posting of political signage may not be denied, although the allowable size can be defined. The Board decided in 1995 that political signage would be restricted to no larger than the size of a standard For Sale Sign (19 in. X 30 in.).
15. No livestock or poultry shall be raised on any lot. Household pets are allowed provided that they are not kept or bred for commercial purposes.
16. No lot shall be used as a dumping ground. Garbage and trash must be kept in sanitary containers.
17. No owner may cut or remove any living tree that is greater than 4 inches in diameter without the approval of the Architectural Control Committee (currently contact Mark Selvaggio).
18. No oil drilling, refining, quarrying or mining of any kind is permitted, regardless of how high your heating bill is.

### **Section III Homeowners Association**

A homeowners association exists to maintain the common areas and the custom street lights. Membership is mandatory for all lot owners. Each lot owner has one vote. Originally there were 53 lots, but since the lot on the corner of Cider Mill and Coventry Point was purchased to extend the yard of an existing lot, there are now 52 lots and 52 mandatory members.

A three-member board is elected annually as the governing body of the association. The Board determines the annual mandatory dues. These three members constitute the Architectural Control Board.

### **Section IV**

The covenants are filed as part of the title and pass with the title. They are binding on all parties. They will be in existence for 25 years (from the recording date in 1986 through 2011). They will be automatically extended for 10-year periods unless 70 percent of the owners agree to change them in any way.

### **Section V**

Enforcement of the covenants will be through legal proceedings or "in equity."

### **Section VI**

Invalidation of any one of the covenants through legal proceedings will not affect any of the other provisions. All other provisions, in such a case, will remain in force and in effect.

These covenants were recorded in 1986 by the developer. They are filed with the title of every lot and as such are a contract to which a buyer enters when gaining title to the property.

PROTECTIVE COVENANTS

FOR CIDER MILL

000 R **E 03218**  
RECORDED

1983 MAY 20 AM 9 07

*May Ann Klemm*  
RECORDED

KNOW ALL MEN BY THESE PRESENTS:

That John W. Klemm, being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this declaration is more particularly described as follows:

All that part of the Northwest Quarter of the Northwest Quarter of Section Thirty (30), which lies South of Spring Creek except the East 191.40 feet of said tract; also the West 15 acres of the East Half of the Southwest Quarter of the Northwest Quarter of Section

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Thirty (30); also the West Half of the Southwest Quarter of the Northwest Quarter of Section Thirty (30), all the above situated in Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, EXCEPTING all coal underlying said real estate. Also the Southeast part of the Northeast Quarter of Section Twenty-five (25) Township Sixteen (16) North, Range Six (6) West of the Third Principal Meridian, bounded as follows: Beginning at a stone in the Southeast corner of said Quarter Section and running thence North along the East line of Section Twenty-five (25), 24.51 chains to the point where the East line of the Northeast Quarter of said Section intersects the center line of Spring Creek, thence South 67 degrees West 17 1/2 links to the point where the East line of the land of the Chicago and Northwestern Railroad intersects the center line of Spring Creek, thence in a Southwesterly direction along the East line of said railroad land 200 feet, thence Northwesterly at right angles with the center line of said railroad land 25 feet, thence Southwesterly along the East line of the land of the said Chicago and Northwestern Railroad to the South line of said Quarter Section, and thence East along the South line of said Quarter Section 5.17 1/4 chains to the place of beginning, containing 5 acres more or less; EXCEPTING and reserving a roadway 1 rod wide off the South side

of said tracts of land, ALSO EXCEPTING all coal underlying said land with the right to mine and remove the same by extending entries thereunder, situated in the County of Sangamon and State of Illinois, containing in all exclusive of said excepted parts, 46.77 acres, more or less, ALSO EXCEPTING therefrom: Part of the West Half of the Southwest Quarter of the Northwest Quarter of Section Thirty (30), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, described as follows: Beginning at an iron pin 94 feet East of the Southwest corner of the northwest Quarter of said Section Thirty (30); thence North and parallel with the West line of said Northwest Quarter, 208.71 feet to an iron pin; thence East and parallel with the South line of said Northwest Quarter, 208.71 feet; thence South 208.71 feet to a point in the South line of said Northwest Quarter; and thence west along said South line 208.71 feet to the point of beginning. EXCEPT the coal and other minerals underlying the surface the said land and all rights and easements in favor of the estate of said coal and minerals; Lots 1 - 53, inclusive, of Cider Mill.

#### SECTION II

To insure the best use and most appropriate development and improvement of each lot, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable,

the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at anytime more than one single family residence.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 2000 square feet for a one story dwelling, or a ground floor area of 1200 square feet and a total of 2400 square feet for a dwelling of more than one story. Each garage must at a minimum provide space for at least two cars and must be attached to the dwelling unless otherwise approved by the Architectural Control Committee.

3. No residential unit, including attached porches, breezeways and garages, shall be erected on any lot nearer to the front lines of said lot than as follows: Lots 1-11, 13-20 will have a 40 foot setback line; all other lots will have a 30 foot setback line, or closer than 10 feet to either side of the lot line, or closer than 20 feet to the rear lot line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum setback line as indicated above). Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of eighteen (18) feet to serve at least a two car garage, except for driveways leading to rear or side entrance garages, which shall have a minimum width of ten (10) feet. All driveways shall be paved with concrete, blacktop, or brick its entire length.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be underground.
5. Each dwelling shall be connected to public sewer.
6. No building, including detached structures temporary or permanent, shall be erected, driveway constructed, swimming pool installed, television antenna or tower installed, or transformers and distribution pedestals for main lines and house leader installed, or any of the same altered or relocated until the construction



plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. Said grade lines shall be in conformity with the adjacent lots and shall not interfere with the drainage from adjoining lots. No above ground swimming pools, satellite dishes or solar panels may be installed. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee. The Architectural Control Committee is composed of John W. Klemm, Anthony R. Agatucci and Lynn Frasco. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the committee, within 30 days after the plans and specifications or plot plans or other

requests have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requests of paragraphs 1 through 7 of these Protective Covenants), all submissions under this Paragraph shall be in writing and submitted to John W. Klemm at 450 South Durkin, Springfield, Illinois or such other place as he may designate from time to time.

7. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as a residence either temporarily or permanently.

8. No lot owner or occupant shall permit any commercial vehicle, trailer including without limitation, cargo trailer, camper, boat trailers, house trailers, mobile

homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage on the premises.

9. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.
10. The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility. An easement is hereby reserved for telephone and electric lines to extend underground which shall be located on the utility easement or on the public highway across any property in the

subdivision to serve improvements on other properties in the subdivision.

12. The topography and finished grade elevation of each home site must be consistent with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
14. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
15. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.
17. No lot shall be used or maintained as a dumping ground or rubbish, and all trash, garbage or other waste shall

be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

18. No lot owner shall cut or remove any living tree having a diameter of 4 inches or more measured at a point 12 inches above the ground, without the approval of the Architectural Control Committee .
19. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
20. No one shall alter the flood plain as it is shown on the final recorded plot.

### SECTION III

A homeowners association will be formed to maintain the common areas at the entrance to the subdivision and at the cul-de-sac at the north end of Coventry Point. The Association will also maintain the custom street lights if the City of Springfield determines that it will not maintain the lights.

Membership in the Association is mandatory and each lot owner shall have one (1) vote (a total of 53 votes). A three-member board shall be elected by the membership as the governing

body of the Association. The board shall determine the annual dues to be paid by each member and the amount shall be the same for each lot. If any owner shall fail to pay the annual dues within thrity (30) days of the due date, the board may file a lien against the real estate and bring suit to enforce collection. For the first year, the Architectural Control Committee shall serve as the board. Thereafter, the three member board shall also serve as the Architectural Control Committee.

#### SECTION IV

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part, except for Section II, item 20 and all of Section III, which shall run in perpetuity. These covenants apply to Lots 1 - 53 of Cider Mill, although the single-family structure on Lot 46 is grandfathered in under these covenants. Any new structure constructed on Lot 46 must abide by these covenants.

#### SECTION V

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SECTION VI

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION VII

IN WITNESS WHEREOF, John W. Klemm, of Springfield, Sangamon County, Illinois, have caused his name to be affixed hereto this 19<sup>th</sup> day of April A.D. 1981.

John W. Klemm

Frank H. Helmer  
Witness

cc to: John Klemm  
c/o Sangamon Realty  
450 So. Dirken Dr  
Springfield, IL 62760



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