

Second Amended and Restated Declaration of Covenants,  
Conditions, Easements and Restrictions for  
The Regency at the Woods of South Barrington  
Association



Regency at the Woods  
of South Barrington  
Homeowners' Association

4/16/2019

**for**

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Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Regency at the Woods of South Barrington Association

**THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS and RESTRICTIONS FOR THE REGENCY AT THE WOODS OF SOUTH BARRINGTON ASSOCIATION** (the "Declaration"), and the Amended and Restated By-Laws of the Regency at the Woods of South Barrington Association, attached hereto as Exhibit "C", (the "By-Laws") are recorded for the purposes of replacing, in their entirety, the Amended and Restated Declaration of Covenants, Conditions, Easements, Restrictions for the Regency at the Woods of South Barrington Association (the "2011 Declaration") and the By-Laws of The Regency at the Woods of South Barrington Association (the "2011 By-Laws"), attached thereto as Exhibit "C", which were recorded on May 17, 2011 with the Recorder of Deeds of Cook County, Illinois as document number 1113710021, and all prior amendments thereto.

This Declaration is adopted pursuant to the provisions of Article 8, Section 8.1 and Article 13, Section 13.4 of the 2011 Declaration. This Declaration, the text of which is set forth below, shall become effective following its written approval by voting Members having at least sixty-six and two-thirds percent (66.67%) of the total votes of Members in the Regency Association, the written consent of the Board of Directors of the Master Association, the written approval of at least fifty-one percent (51%) of the first mortgagees of individual Lots, and upon its Recording in the Office of the Recorder of Deeds, Cook County, Illinois.

The By-Laws are adopted pursuant to the provisions of Article VI of the 2011 By-Laws. The By-Laws, attached hereto as Exhibit "C", shall become effective following the written approval of the Lot Owners entitled to cast sixty-six and two-thirds percent (66.67%) of the total votes in the Regency Association, and upon their Recording in the Office of the Recorder of Deeds, Cook County, Illinois.

**PREAMBLES:**

**WHEREAS**, the property described in Exhibit A of this Declaration was submitted to the 2011 Declaration, which was recorded with the Recorder of Deeds of Cook County, Illinois on May 17, 2011 as Document Number 1113710021; and

**WHEREAS**, the 2011 Declaration was amended by the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for the Regency at the Woods of South Barrington Association, which was recorded with the Recorder of Deeds of Cook County, Illinois on September 1, 2011 as Document Number 1124455055; and

**WHEREAS**, the Board and the Owners of the Regency Association desire to amend and restate the 2011 Declaration replacing it, in its entirety, with this Declaration; and

**WHEREAS**, the Board and the Owners of the Regency Association desire to amend and restate the 2011 By-Laws replacing them, in their entirety, with the By-Laws attached hereto as Exhibit "C"; and

**WHEREAS**, this Declaration is adopted pursuant to Article 13, Section 13.4 of the 2011 Declaration,

having been approved by voting Members having at least sixty-six and two-thirds percent (66.67%) of the total votes of Members in the Regency Association, with such Members' approval being indicated by their signatures attached hereto; and

**WHEREAS**, the By-Laws, attached hereto as Exhibit "C", are adopted pursuant to Article VI of the 2011 By-Laws, having been approved by Lot Owners entitled to cast **sixty-six and two-thirds percent (66.67%)** of the total votes in the Regency Association, with such Owners' approval being indicated by their signatures attached hereto; and

**WHEREAS**, at least fifty-one percent (51%) of the first mortgagees of individual Lots in the Regency Association have given their written approval to this Declaration or have had their approval deemed granted pursuant to Section 1-20(e) of the Act as a result of the first mortgagee's failure to deliver a negative response to the Regency Association within sixty (60) days of a request for consent sent by the Regency Association to the first mortgagee, by certified mail; and

**WHEREAS**, this Declaration has received the written consent of the Board of Directors of the Master Association, with such written consent attached hereto; and

**WHEREAS**, this Declaration and the By-Laws, attached hereto as Exhibit "C", shall become effective upon recordation in the Offices of the Recorder of Deeds of Cook County, Illinois.

NOW THEREFORE, the 2011 Declaration is hereby amended and restated as follows:

## Article I. Definitions

The following words, when used in the Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings.

- 1) **Act:** Shall mean and refer to The Illinois Common Interest Community Association Act (CICAA) as amended from time to time (765 ILCS 160/1-1 et. seq.).
- 2) **Acceptable Technological Means:** Shall mean and refer to the inclusion, without limitation, of electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by the rule of the Regency Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- 3) **Assessments:** Shall be divided into two categories:
  - a) **Regular Assessments:** Shall mean and refer to those funds collected from Members to pay for the Common Expenses/current year's operating budget (landscaping, snow removal, pool maintenance, clubhouse maintenance, insurance, real estate taxes, etc.), and to build Reserves for long term expenditures and replacements (roof replacement, road repaving, etc.).
  - b) **Special Assessments:** Shall mean and refer to those funds collected from Members separate from the annual Regular Assessment and used for a specific purpose, as further detailed within this Declaration and the By-Laws.
- 4) **Board or Board of Directors:** Shall mean and refer to the Board of Directors of the Regency Association.
- 5) **Board Member:** Shall mean and refer to a member of the Board of Directors.
- 6) **Building:** Shall mean and refer to any structure, attached or unattached.
- 7) **By-Laws:** Shall mean and refer to the Amended and Restated By-Laws of the Regency at the Woods of South Barrington Association, which is attached hereto and made a part hereof as Exhibit "C". The By-Laws are incorporated into this Declaration by this reference.
- 8) **Commission:** Shall mean and refer to an advisory body of volunteer Owners which may or may not have Board members, as further detailed in Article VI of the By-Laws. This body may not act on behalf of the Association or bind it to any actions but may make recommendations to the Board for consideration.
- 9) **Committee:** Shall mean and refer to a group of Owners appointed by the Board, with a minimum of two Board Members on such committee. Each committee may exercise the authority of the Board of Directors as defined in section 108.40 of the Illinois Not-For-Profit Corporation Act of 1986. The Regency Association shall not create any Committees.
- 10) **Common Areas:** Shall mean and refer to all real property and improvements thereon to be owned or maintained by the Regency Association for the common use and enjoyment of all Members of the Regency Association, including but not limited to the clubhouse, swimming pool, gates and private roads located within the Property. The Common Areas shall include that portion of the Property legally described on Exhibit "D", which is attached hereto and made a part hereof.
- 11) **Common Expenses:** Shall mean and refer to the proposed or actual expenses affecting the Property, including reserves, lawfully assessed by the Regency Association.
- 12) **Community Instruments:** Shall mean and refer to all documents and authorized amendments thereto recorded by the Regency Association, including, but not limited to, this Declaration, the By-Laws, Plat and Rules and Regulations.



- 13) **Community Systems**: Shall mean and refer to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, alternative sources of energy, materials, and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by the developer of the Property or pursuant to any grant of easement or authority by such developer within the Property.
- 14) **Declaration**: Shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Regency at the Woods of South Barrington Association
- 15) **Electronic Transmission**: Shall mean and refer to any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- 16) **Lot**: Shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit "B", attached hereto.
- 17) **Majority of the Members of the Board**: Shall mean and refer to more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-Laws.
- 18) **Management Company**: Shall mean and refer to a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the Regency Association for the purpose of carrying out duties, responsibilities and other obligations necessary for the day to day operations and management of the Property.
- 19) **Master Association**: Shall mean and refer to The Woods of South Barrington Master Association, an Illinois Not-For-Profit corporation.
- 20) **Master Association Declaration**: Shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions for The Woods of South Barrington Master Association dated the 10<sup>th</sup> day of January 2007 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on March 28, 2007, as Document Number 0708715095, as amended from time to time.
- 21) **Meeting of the Board or Board Meeting**: Shall mean and refer to any gathering of a quorum of the members of the Board of the Regency Association for the purpose of conducting Board business.
- 22) **Member**: Shall mean and refer to the person(s) or entity designated as an Owner and entitled to one vote as defined by the Community Instruments. The term Member and Owner may be used interchangeably as defined in the Declaration and By-Laws except in situations in which a matter of legal title to the Lot is involved or at issue, in which case the term Owner would be the applicable term used.
- 23) **Membership**: Shall mean and refer to the collective group of members entitled to vote as defined by the Declaration and By-Laws.
- 24) **Mortgage**: Shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 25) **Owner**: Shall mean and refer to the Owner of record, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 26) **Person**: Shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 27) **Plat**: Shall mean and refer to a plat or plats of survey of the Property and of all Lots in the Regency

Association, which may consist of a three-dimensional horizontal and vertical delineation of all such Lots, structures, easements, and Common Areas on the Property.

- 28) **Prescribed Delivery Method**: Shall mean and refer to mailing, delivering, posting in a Regency Association's publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the Community Instruments.
- 29) **Property**: Shall mean and refer to the real estate legally described in Exhibit A, attached hereto and made a part hereof, and shall also mean and refer to all the land, property, and space comprising such real estate, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Members, under the authority or control of the Regency Association.
- 30) **Purchaser**: Shall mean and refer to any Person or Persons who purchase a Lot in a bona fide transaction for value.
- 31) **Record**: Shall mean and refer to record in the Office of the Recorder of Cook County, Illinois.
- 32) **Regency Association**: Shall mean and refer to The Regency at The Woods of South Barrington Association, an Illinois Not-For-Profit corporation and its successors and assigns.
- 33) **Reserves**: Shall mean and refer to those sums paid by Members which are separately maintained by the Regency Association for purposes of capital expenditures, contingencies and all permitted purposes as specified by the Board of Directors, the Declaration and By-Laws.
- 34) **Security System**: Shall mean and refer to any combination of hardware, software or manpower used to monitor and protect Common Areas on the Property from intrusion and add protection against burglary, fire or property damage; such systems may include not only the clubhouse access and monitoring devices (e.g. code access for door locks, cameras, monitors, alarms), but also physical manning of the gatehouses.
- 35) **Single Family**: Shall mean and refer to one or more persons, each related to each other by blood, marriage, adoption or in a partnership, or a group of not more than four (4) persons not all so related, maintaining a common household.
- 36) **Subdivision Plat**: Shall mean and refer to the Plat of Subdivision for The Woods of South Barrington Subdivision as recorded with the office of the Recorder of Deeds of Cook County, Illinois, attached to the 2011 Declaration as Exhibit "B" and by this reference made a part hereof.
- 37) **Village**: Shall mean and refer to the municipality of the Village of South Barrington, Cook County, Illinois.

## Article II. General Restrictions

### Section 2.01 Residential Use

Each Lot shall be used for residential purposes only; provided that occupations carried on in the Lot are permitted only if such use is incidental to the Lot's primary residential use; provided further that the Owners who pursue such incidental occupational use of their Lots shall have no employees, customers or clients at the Lot and shall obtain prior approval from all authorities having jurisdiction over the use of the Lot. However, as to each Lot, this Section shall not be construed in such a manner as to prohibit an Owner from:

- 1) maintaining their personal professional library therein;
- 2) keeping their personal business records or accounts therein; or
- 3) handling their personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of this Section.

### Section 2.02 Occupancy Limitation

Lots shall be occupied by no more Persons than the maximum permitted by law for the Lot.

### Section 2.03 Alteration or Obstruction of Common Areas and Easements

Nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Areas without the prior written approval of the Board. Owners or occupants may not obstruct the Common Areas in any way including, but not limited to, interfering with any storm water drainage. Owners or occupants may not store anything in or on the Common Areas. Common Areas shall not be used for the purpose of raising vegetation thereon.

### Section 2.04 Condition/Maintenance of Lot

Each Owner or occupant shall maintain their Lot in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules and Regulations or By-laws which may be applicable hereunder or under law. No Person shall accumulate on their Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. In the event that the Lot is not so maintained, the Board of Directors shall have the right to enter upon the Lot to maintain the same, after giving the Owner written notice to cure any maintenance problems or deficiencies. In the event that the Board exercises its right of entry for maintenance purposes, the Board shall have the right to assess the Owner for the cost of such maintenance. The Board shall have the right to establish Rules and Regulations governing the maintenance of any Lot.

### Section 2.05 Quiet Enjoyment/Offensive Behavior

No Lot Owner or occupant of any Lot shall carry on, or permit to be carried on, any practice on their Lot or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Lot or the Common Areas by the Owner or occupant of any other Lot, or which creates or

results in a hazard or nuisance on the Property. No noxious or offensive activity is permitted on any Lot or any other portion of the Property.

#### Section 2.06 Signs, Banners, Etc.

No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, "for sale" or "for rent" signs and those of contractors and subcontractors, shall be erected on any Lot, unless otherwise provided in the Rules and Regulations, without the prior written consent of the Board, and shall be in accordance with applicable Village ordinances and/or laws.

#### Section 2.07 Clotheslines, Exterior Hangings, Window Air Conditioners, Antennas

No clotheslines and no outdoor clothes drying or hanging shall be permitted on any Lot or the Common Areas of the Property. Any art, wall hanging, or decoration placed on the outside walls of any of the Lots or Common Areas must follow the guidelines of the Rules and Regulations. No permanent awning, canopies or shutters (except those that were installed by the developer of the Property) shall be affixed or placed upon the exterior walls or roofs of Lots, or any part thereof, nor relocated or extended without the prior written approval of the Board. Window air conditioners and exterior antennas are prohibited.

#### Section 2.08 Garage Sales/Estate Sales

Garage sales are not permitted anywhere on the Property. Estate Sales may be conducted according to Regency Association's Rules and Regulations and with the prior written approval of the Board.

#### Section 2.09 Zoning

- (a) Commercial, industrial, recreational or professional activity not permitted by the present zoning or other applicable laws or ordinances, shall not be pursued on any Lot, at any time. If zoning regulations change to expand the scope of activities that Owners may pursue lawfully within the Lot, an Owner may apply to the Board for approval to commence the permitted use of their Lot. Each application shall be considered by the Board on an individual basis. Once the Board has given its written approval to a particular use of a Lot, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Owner shall permit their Lot to be used or occupied for any prohibited purpose.
- (b) No Lots may be subdivided or portioned.
- (c) The use restrictions contained herein are not intended to and do not expand permitted uses under the applicable zoning code of the Village.

#### Section 2.10 Pets

Owners shall not keep animals, wildlife, livestock, or poultry of any kind, other than domesticated household birds, fish, reptiles, house dogs or cats in any Lot. All animals and pets shall be leashed and/or kenneled (if outdoors) or kept within the Lot and shall not be permitted to roam free. The Regency Association may restrict the walking of pets to certain areas. Owners who walk their pets

on Common Areas must remove all pet excrement immediately. No pets are allowed in the Clubhouse and pool area. If, in the opinion of the Board, any pet becomes a nuisance or source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Property. Pursuant to Rules and Regulations, the Board may further regulate pets including, but not limited to, the number and types of permitted pets.

#### Section 2.11 No Dumping

No portion of the Property shall be used as a dumping ground for yard waste, rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste.

#### Section 2.12 Parking of Vehicles/Recreational Vehicles

Occupant vehicles shall be parked in garages with the overhead door closed on a consistent basis. Daytime parking is allowed on driveways, streets (as designated by street signs and Rules and Regulations) and in the Clubhouse parking lot. Overnight parking on streets is prohibited. One (1) vehicle per Lot may be parked overnight in the driveway for the Lot. The Board may, within the Rules and Regulations, adopt further requirements for parking and may, in its discretion, allow additional vehicles to be parked outside overnight on the driveway for the Lot. Any Owner or occupant parking a vehicle, or allowing a vehicle to be parked, in the driveway for his or her Lot does so at his or her own risk. In the event of snowfall in such an amount that the Regency Association's snowplowing contractor performs snow removal from the driveways, all vehicles parked in driveways must be removed from the driveways to allow for snow removal. The Regency Association shall have no responsibility for removing snow from a driveway in the event a vehicle is parked within the driveway during or after a snowfall event; in the event a vehicle parked within a driveway prevents the Regency Association's snowplowing contractor from removing snow from the driveway, the Owner of the Lot shall be responsible for removing such snow from the driveway. Vehicles not requiring license plates (i.e. Golf carts) are prohibited from being driven in the Regency. Motorcycles and other validly licensed vehicles are allowed, providing the driver is a resident, guest, or person attending to legitimate Regency business and has a valid, current driver's license. Refer to Rules and Regulations for detailed information on parking for guests, oversized vehicles, extended clubhouse Lot parking and exceptions to these provisions.

#### Section 2.13 Work on Lot

No Owner shall perform or permit to be performed any work to any portion of their Lot, which work may require access to, over or through the Common Areas or other Lots without the prior review of the Architectural Review Commission and written approval of the Board and Owners of affected Lot(s), except in case of an emergency. Prior to the start of such work, the Owner shall submit the required completed documents to the Board that:

- 1) releases the Board and the Regency Association of all claims that such Person may assert in connection with such work;
- 2) indemnifies the Board and the Regency Association, holding each and all of them harmless from

and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Areas or other Lots;

- 3) provides certificates of insurance, including liability and workers' compensation coverage, in amounts and with companies reasonably acceptable to the Board; and
- 4) provides all other information and protections which the Board may reasonably require.

#### Section 2.14 Prohibition of Use of Common Areas

The Board may prohibit or restrict the use of the Common Areas from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons.

#### Section 2.15 Fences and Other Structures

No Owner shall erect or permit to be erected on any Lot any fence, tennis court or other outdoor game court, storage shed, detached garage, sauna, pool (in-ground or above-ground), or hot tub. Under no circumstances may any hedges, fountains or mass plantings of any type be erected or planted in front, side or in the rear portion of the yard preventing landscaper access. Pergolas, gazebos, cabanas, screened enclosures, seasonal structures, camping tents, shacks or similar structures are not permitted by the Village since all homes on the Property, including garages, fill the entire envelope of the building setback line (BSL).

#### Section 2.16 Drainage Areas

No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property. Refer to Section 11.12 for additional information and restrictions.

#### Section 2.17 Rate of Insurance.

No Owner shall permit anything to be done or kept on their Lot or in the Common Areas which will increase the rate charged for or cause the cancellation of insurance carried by the Regency Association.

#### Section 2.18 Window Covering

The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the Rules and Regulations of the Board.

#### Section 2.19 Type of Driveways

All driveways must be constructed of poured reinforced concrete.

#### Section 2.20 Mailboxes

Owner shall be responsible for maintaining in good condition and repair their mailbox and replace, if necessary, said mailbox with a mailbox of exactly the same height, material and styling as originally

installed (including perpendicular to the ground), or a replacement mailbox as approved by the Board.

#### Section 2.21 Wiring

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground. Written Board approval is required for any exception.

#### Section 2.22 American/Military Flags and Flagpoles

A short, temporary flagpole may be attached to the front porch or garage for the purpose of flying the American or Military flag consistent with Section 4 through 10 of Chapter 1 of Title 4 of the United States Code. Free standing flag poles are prohibited within the Property.

#### Section 2.23 Basketball Hoops

Basketball hoops (portable or permanent) shall not be installed on the Owner's Lot or Common Areas.

#### Section 2.24 Age Restrictions

- (a) The Lots within the Property are intended for the housing of persons fifty-five (55) years of age or older, and the following requirements and exceptions shall apply pursuant to the Fair Housing Amendment Act of 1988 and the Illinois Fair Housing Act (collectively the "Fair Housing Acts").
- (i) *Except as may be otherwise permitted pursuant to section 2.24 (b)(i) and (d) below, each Lot within the Property, if occupied, shall be occupied by at least one individual fifty-five (55) years of age or older (the "Age Qualified Occupant").*
  - (ii) *Except as may be otherwise permitted pursuant to the section 2.24 (d) below, no person under nineteen (19) years of age shall occupy or reside on a Lot within the Property.*
  - (iii) *The Regency Association publishes and adheres to policies and procedures that demonstrate the intent required under the Fair Housing Acts.*
  - (iv) *The Regency Association complies with the Rules issued under the Fair Housing Acts for verification of occupancy, which shall:*
    - 1) Provide for annual verification by reliable surveys and affidavits; and
    - 2) Include examples of the types of policies and procedures relevant to a determination of compliance with the requirements of section 2.24 (a)(iii) above. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of such verification.
    - 3) Failure by Owner to complete and submit annual survey shall be fined per the Rules and Regulations.
- (b) These provisions are intended to be consistent with and are set forth in order to comply with the

Fair Housing Acts regarding discrimination based on familial status. The Regency Association, acting through its Board of Directors, shall have the power to amend these provisions, without consent of the Members, for the purpose of making these provisions consistent with the Fair Housing Acts, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of the Fair Housing Acts.

- (i) *Except as may be otherwise permitted pursuant to section 2.24 (d) below, each Lot within the Property, if occupied, shall be occupied by an Age Qualified Occupant. Provided, however that once a Lot is occupied by the Age Qualified Occupant, other qualified residents (as hereinafter defined) of that Lot may continue to occupy a Lot within the Property, regardless of the demise or incapacitation requiring a move to a care facility of the Age Qualified Occupant. Notwithstanding the above, at all times, at least eighty percent (80%) of the Lots within the Property shall be occupied by at least one (1) individual who is fifty-five (55) years of age or older.*
- (ii) *No Lot within the Property shall be occupied by any persons under the age of nineteen (19) years of age. For the purposes of section 2.24, the terms "occupy", "occupies", "occupant", "occupancy" or "reside" shall mean and refer to staying overnight on a particular Lot within the Property for at least ninety (90) days in any consecutive twelve (12) month period. For purposes of section 2.24 the terms "resident" or "qualified resident" shall mean and refer to any of the following persons occupying a Lot within the Property:*
  - 1) Any Age Qualified Occupant;
  - 2) Any person nineteen (19) years of age or older occupying a Lot with an Age Qualified Occupant, and;
  - 3) Any person nineteen (19) years of age or older who occupied a Lot with an Age Qualified Occupant and continues, without interruption, to occupy the same Lot after the demise or incapacitation requiring a move to a care facility of the Age Qualified Occupant.
- (c) The provisions set forth in this section 2.24 are not intended to restrict Ownership of or transfer of title to any Lot; however, no Owner may occupy a Lot in violation of the requirements set forth herein, nor shall any Owner permit occupancy of a Lot in violation of this section 2.24.
- (d) Any Owner may, in writing, request the Board of Directors of the Regency Association make exception to the requirements of this section 2.24 with respect to his or her Lot. The Board of Directors of Regency Association may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exception from the Fair Housing Acts would still be met.
- (e) No occupancy of any Lot shall be made by any Owner or other occupant until the name, address and age of all intended residents of the Lot is provided to the Board, together with evidence that occupancy of the Lot will meet all qualifications set forth in this section 2.24. Verification of age may consist of copies of driver's licenses, birth certificates or similar recognized substantiation.

### Section 2.25 Weapons

Guns and other weapons are prohibited within the Common Areas.



## Article III. Membership and the Board of Directors

### Section 3.01 Membership

Every Owner of a Lot shall be a Member of the Regency Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

### Section 3.02 Voting Rights

The Regency Association shall have one class of Membership and each Member shall have one vote for each Lot such Member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be only one (1) person with respect to each Lot who shall be entitled to vote at any meeting of the Members of the Regency Association. Such person shall be known in this Declaration and the By-Laws and referred to as a "Voting Member". Such Voting Member may be the Owner of, or one of a group composed of all of the Owners of, a Lot or may be some person designated by such Owner or Owners to act as proxy on his, her or their behalf and who need not be an Owner. The vote of the Voting Member shall be exercised as determined by the various Owners themselves but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. The designation of the Voting Member shall be made in writing to the Board and shall be revocable at any time by actual notice of the death or judicially declared incompetence of any designator or by written notice to the Board by the designator. Any or all of such Owners may be present at any meeting of the Members and (those constituting a group acting as a unit) may vote or take any other action as a Voting Member either in person or by proxy. Provided, however, that when record Ownership of a Lot shall be in more than one (1) Person, if only one (1) of the Owners of such Lot is present at a meeting of the Members, he or she shall be considered the Voting Member for such meeting and entitled to cast the vote associated with such Lot. Additionally, when record Ownership of a Lot shall be in more than one (1) Person, if more than one (1) of the Owners of such Lot are present at a meeting of the Members and only one (1) of the Owners of such Lot cast a vote for such Lot without any objection from the other Owners of such Lot, then the Owner casting a vote for such Lot shall be considered the Voting Member for such meeting and entitled to cast the vote associated with such Lot.

### Section 3.03 Board of Directors

The Regency Association shall be governed by a Board of Directors comprised of five (5) Owners or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Areas and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

### Section 3.04 Officers

The Regency Association shall have such officers as shall be appropriate from time to time, who shall be determined by the Board and who shall manage and conduct the affairs of the Regency Association under the direction of the Board. All power and authority to act on behalf of the Regency Association shall be vested in its Board, and its officers under the direction of the Board and shall not

be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Regency Association may include such added provisions for the protection and indemnification of its officers as shall be permissible by law.

#### Section 3.05 Director and Officer Liability

Neither the directors nor the officers of the Regency Association shall be personally liable to the Owners or the Regency Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute fraud or a willful intentional act. The Regency Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Regency Association or arising out of their status as directors or officers unless any such contract or such act shall have been made fraudulently. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to:

- (i) *any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for fraud in the performance of their duties as such director or officer; or*
- (ii) *any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for fraud in the performance of their duties as such director or officer.*

#### Section 3.06 Board Powers & Duties

(a) The Regency Association, through the Board, shall have the following powers and duties:

- (i) *Maintain and otherwise manage the Common Areas and all improvements thereon, and all other properties which the Regency Association agrees to maintain or which it is required to perform under this Declaration.*
- (ii) *Engage the services of a manager or Management Company to perform all or any part of the duties and responsibilities of the Regency Association.*
- (iii) *Establish and maintain a working capital and Reserve fund in an amount to be determined by the Board.*
- (iv) *Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements located within the Common Areas.*
- (v) *Make such improvements to the Common Areas and provide such other facilities and services as may be authorized in accordance with the By-laws.*
- (vi) *Deny an Owner access to the Common Areas for such Owner's failure to pay assessments,*

- finer, and/or late charges in accordance with the terms and conditions of this Declaration.*
- (vii) *After notice and an opportunity to be heard, levy and collect reasonable fines from Members or Owners for violations of the Declaration, By-laws, and Rules and Regulations of the Regency Association.*
  - (viii) *Exercise all other powers and duties vested in or delegated to the Regency Association, and not specifically reserved to the Members by this Declaration or the By-Laws.*
- (b) In the event of any dispute or disagreement between any Owners relating to the Property, the Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Owners.

### Section 3.07 Insurance

- (a) The Board shall have the authority to obtain:
- (i) *Comprehensive liability insurance, including liability for injuries to and death of persons, and property damage;*
  - (ii) *Workers' compensation insurance;*
  - (iii) *Other liability insurance as it may deem necessary, insuring each Owner, the Regency Association, Board of Directors, Regency Association employees and Management Company from liability and insuring the members of the Board from liability for good faith actions beyond the scope of their respective authority, including but not limited to errors and omissions coverage for directors and officers of the Board. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties;*
  - (iv) *Fidelity insurance covering Persons who control or disburse funds of the Regency Association for the maximum amount of coverage that is commercially available or reasonably required to protect the funds in the custody or control of the Regency Association. The premiums for such insurance shall be Common Expenses payable out of the proceeds of the Assessments;*
  - (v) *Policies of insurance for the Common Areas against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Regency Association may deem necessary; and*
  - (vi) *Other kinds of insurance as the Regency Association shall from time to time deem prudent.*
- (b) The insurance coverage obtained by the Regency Association shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Regency Association. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, Owners and mortgagees.

## Article IV. Easements and Property Rights

### Section 4.01 Easements of Use and Enjoyment

An easement is hereby declared and created over and upon the Common Areas for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (i) *The right of the Regency Association, in accordance with its By-Laws, to adopt Rules and Regulations governing the use, operation and maintenance of the Common Areas.*
- (ii) *The right of the Regency Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Areas. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Areas unless such mortgage is approved by the Board and by a majority (more than fifty (50) percent) of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.*
- (iii) *Subject to the written consent of the Board of Trustees of the Village, the right of the Regency Association to dedicate or transfer all or any part of the Common Areas or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by sixty-six and two-thirds percent (66.67%) of the Members of the Board of Directors, has been recorded.*

### Section 4.02 Rights of Occupants

All Persons who reside on a Lot shall have the same rights to use and enjoy the Common Areas and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

### Section 4.03 Utility Easements

The authorized telephone, electric, cable television, gas and water companies, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the Property.

### Section 4.04 Easements for Community Systems

The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same.

#### Section 4.05 Easement to Regency Association

An easement is hereby declared, reserved and created over and upon the Property for the benefit of the Regency Association. The Regency Association shall have the right and easement of access to and of ingress and egress on, over, across, in, upon and to the Property for the purposes of maintaining the Common Areas and other areas of the Property for which the Regency Association is responsible or for which the Regency Association has agreed to perform maintenance.

#### Section 4.06 Easement Run with the Land

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any Owner, Purchaser, mortgagee or to the Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### Section 4.07 Watering Costs

The Board reserves for itself and for the Regency Association, their designees, successors and assigns, the right to attach hoses and other water sprinkling devices to and obtain water from water faucets located on the outside of any Lot improvement in order to assist in carrying out their duties and responsibilities as provided for herein. If said water faucets are "metered" to a particular Lot, the Owner of said Lot shall promptly be reimbursed by the Regency Association as to said costs incurred. The method of implementation in the amount of said reimbursement shall be decided by the Board based upon estimated water use at current water rates and the Owners whose water is to be used will be notified by the Board.

## Article V. Covenant for Assessments

### Section 5.01 Purpose of Assessments

The Assessments levied by the Regency Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Regency Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Areas and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Areas and all facilities and improvements thereon, for certain maintenance and for otherwise carrying out the duties and obligations of the Board and of the Regency Association as stated herein and in its Articles of Incorporation and By-Laws.

### Section 5.02 Creation of Lien and Personal Obligation for Assessments

Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Regency Association, for each Lot owned by such Owner, all Assessments and charges levied pursuant to this Declaration. Such Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest and costs, shall also be the continuing personal obligation of the Person who was the Owner of such Lot at the time when such Assessment fell due.

### Section 5.03 Annual Assessment and Budgeting Procedure

#### (a) Budgets and Annual Assessments

Each year, on or before December 1, the Board shall prepare a budget for the Regency Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts for repairs to and replacement of the improvements on the Common Areas, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Regency Association. Owners shall receive notice of any Board meeting concerning the adoption of the proposed budget and regular Assessment at least ten (10) and not more than sixty (60) days prior to the Board meeting. Additionally, Owners shall receive through a Prescribed Delivery Method, at least thirty (30) days but not more than sixty (60) days prior to adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. On or before the next January 1, following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Regency Association the annual Assessments in a manner as shall be approved and directed by the Board, which may be in one yearly installment, quarterly, monthly or other incremental installments. On or before May 1 of each year, the Board

shall provide all Members with a reasonably detailed summary of the receipts, Common Expenses, and Reserves for the preceding budget year and shall either (i) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or Assessment, and showing the net excess or deficit of income over the sum of expenses plus Reserves, or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Regency Association. Any such excess may, at the discretion of the Board, be retained by the Regency Association and shall be placed in a Reserve account.

(b) Inadequate Assessments

If said annual Assessments prove inadequate for any reason, including non-payment of any Owner's Assessment, the Board may, subject to the limitations on the use of capital Reserves in Section 5.04, charge the deficiency against existing Reserves, or levy a further Assessment which shall be assessed equally against all Lots subject to Assessment. The Board shall serve notice for such further Assessment on all Owners by a written statement via a Prescribed Delivery Method showing the amount due and reasons therefor, and such further Assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further Assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly Assessment.

(c) Owner Obligation

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary Reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his or her monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5.04 Capital Reserves

To the extent the annual budget includes or establishes a Reserve portion thereof or an amount specifically designated as a capital Reserve, then that proportion of each installment of the annual Assessments paid to the Regency Association as the amount so designated as a capital Reserve bears to the total annual budget shall be segregated and maintained by the Regency Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Areas and the improvements thereon which the Regency Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Regency Association in connection with its duties hereunder.

### Section 5.05 Special Assessment Procedure

- (a) In addition to the annual Assessments authorized above, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Areas and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such Assessments which in one (1) year exceed fifty thousand and no/100 dollars (\$50,000.00) for all Lots involved shall first be approved by a majority (more than fifty (50) percent) of the Board and thereafter by a majority (more than fifty (50) percent) of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning sixty-six and two-thirds percent (66.67%) of the Lots. Special Assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the Members, and shall be used only for the specific purpose for which such Assessment was levied.
- (b) Owners shall receive notice of any Board meeting concerning the adoption of a proposed Special Assessment at least ten (10) and not more than sixty (60) days prior to the Board meeting.
- (c) If a budget or Special Assessment adopted by the Board would result in the sum of all Regular and Special Assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of Regular and Special Assessments payable during the preceding fiscal year, the Regency Association, upon written petition by Members with twenty (20%) of the votes delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of Owners within thirty (30) days of the date of delivery of the petition to consider the budget or Special Assessment. Unless a majority (more than fifty (50) percent) of the total votes of Owners are cast at the meeting to reject the budget or Special Assessment, it shall be deemed ratified.
- (d) However, Special Assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subjected to Owner approval or the provisions of paragraphs (c) or (e) of this Section 5.05. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Areas or any of the common facilities of the Regency Association or to the life, health or safety of Owners.
- (e) Assessments for additions and alterations to Common Areas or to Regency Association owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of a simple majority (more than fifty (50) percent) of the total Members at a meeting called for that purpose.
- (f) The Board may adopt Special Assessments payable over more than one fiscal year. With respect to multi-year Assessments not covered by subsections (d) and (e) of this Section, the entire amount of the multi-year Assessment shall be deemed considered and authorized in the first fiscal year in which the Assessment is approved.

### Section 5.06 Special Assessment Notice and Quorum

Written notice of any meeting called for the purpose of authorizing Special Assessments which requires approval of the Members shall be sent via a Prescribed Delivery Method to all Members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. At the first such



meeting called, the presence of voting Members in person or by proxy having twenty percent (20%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### Section 5.07 Uniform Assessments

Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

#### Section 5.08 Master Association Assessments

The Regency Association shall act as the collecting association, as defined under the terms and conditions of the Master Association Declaration, with respect to the Property. The Regency Association shall act as the agent for the Master Association for the purpose of collecting assessments under the terms and conditions of the Master Association Declaration from the Members of the Regency Association at such times and in such amounts as shall be determined from time to time by the Master Association Board, as defined in the Master Association Declaration. The Regency Association shall be required to remit funds to the Master Association if and when funds are actually collected and received by the Regency Association; provided, that, if the Regency Association receives a partial payment of an amount due which is not sufficient to satisfy the amounts then due to both the Regency Association under this Declaration and the Master Association under the terms and conditions of the Master Association Declaration, the Regency Association shall remit to the Master Association an amount equal to that portion of the amount received which is equal to the ratio of: (i) the amount due to the Master Association to (ii) the total due to both the Master Association and the Regency Association, multiplied by (iii) the amount actually received by the Regency Association. The Regency Association shall use reasonable efforts to secure amounts due to the Master Association with respect to each Unit and shall pursue collection of delinquent amounts in the same manner as it pursues collection of delinquent amounts due to the Regency Association for its own account. Notwithstanding the foregoing, the Regency Association shall not be obligated to make payments to the Master Association except and to the extent the Regency Association has actually received funds from a Unit Owner as provided for in this Section; it being understood that the Regency Association shall act merely as a Collection Agent for the Master Association with respect to the Property and shall use its best efforts to collect delinquent accounts, but shall not be in any way liable for payment of any amounts which are not successfully collected by the Regency Association.

#### Section 5.09 Collection of Delinquent or Unpaid Assessments

Any installment of an Assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current Assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a monthly late charge for all delinquent assessments as determined in its

sole and exclusive discretion. The Regency Association may bring an action against the Owner personally obligated to pay Assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such Assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or Assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Regency Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent Assessments. In addition, in the event an Owner fails to pay his/her Assessments as provided in this Declaration, the Regency Association shall have the right to deny such Owner's access to the Common Areas.

#### Section 5.10 No Waiver of Liability

No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot. Any claim by an Owner against the Regency Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Regency Association to collect Assessments.

#### Section 5.11 Subordination of the Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid Assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

## Article VI. Exterior Maintenance by Regency Association and Owners

### Section 6.01 Regency Association

- (a) In addition to other rights, powers and duties of the Regency Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws, the Regency Association shall maintain, repair, replace and manage the Common Areas and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, all as a Common Expense of the Regency Association.
- (b) Except as otherwise provided in this Declaration, the Regency Association shall furnish, as a Common Expense of the Regency Association, the following for the Lots:
  - (i) *Removal of accumulated fall and winter debris from turf and plant beds;*
  - (ii) *Core aeration of lawns;*
  - (iii) *Application of grub control to turf;*
  - (iv) *Mowing of lawns;*
  - (v) *Edging of walks and curbs;*
  - (vi) *Spade edge and cultivate plant beds and tree rings;*
  - (vii) *Basic fertilizer, pre-emergent and weed control to turf, plant beds and tree rings (provided, that, the ultimate responsibility for weed control for each Lot shall be that of the Owner of such Lot);*
  - (viii) *Pruning of shrubs that are less than six feet (6') in height;*
  - (ix) *Trimming of hedges;*
  - (x) *Fall removal of annuals planted by the Regency Association's lawn care contractor;*
  - (xi) *Pruning of perennials; and*
  - (xii) *Snow removal from driveways and stoops when snowfall accumulation is more than the threshold to be determined by the Board.*

The Regency Association's obligation to provide the work and services outlined within this paragraph shall be only in an amount, and in such frequency, as determined in the discretion of the Board.

- (c) Additionally, the Regency Association shall have the right, but not the obligation, to perform additional maintenance, repair and/or replacement work and/or services to the Lots that would, in the sole determination of the Board, be in the best interests of the Regency Association and Owners. In the event the Board elects to exercise this right, any such maintenance, repair and/or replacement work and/or services may be performed by the Regency Association either as a Common Expense of the Regency Association or, alternatively, as a charge back to the individual Owners for the work and/or services provided to such Owners' Lots.

### Section 6.02 Owner Responsibilities

Except for that which the Regency Association is required to provide under Section 6.01(b) of this Declaration, or which the Board chooses to have the Regency Association provide under Section 6.01(c) of this Declaration, each Owner, at such Owner's sole cost and expense, shall maintain, repair

and replace his or her Lot, the dwelling (including the interior and exterior thereof) and the improvements thereon, and shall keep the same in good condition and repair.

#### Section 6.03 Owner Failure to Maintain

In the event any Owner shall fail, in the judgment of the Board, to keep and maintain his or her Lot, or the dwelling located thereon, in good condition and repair, the Regency Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractors, upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Lot and if required, into any dwelling or garage, to repair and maintain the Lot, dwelling and the improvements situated thereon. Each Owner, by acceptance of a deed for the Owner's Lot, hereby covenants and agrees to pay the Regency Association the cost of such repairs and maintenance, upon demand, and the Regency Association shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration. The failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any Assessments levied hereunder when due, as herein provided. The Regency Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder.

#### Section 6.04 Enforcements by Village

In the event the Regency Association fails to maintain, repair, replace and manage the Common Areas as set forth in this Article VI or as otherwise provided in this Declaration, the Village shall have the right to enforce the provisions of this Declaration as set forth in Article X below.

#### Section 6.05 Willful and Negligent Damage

If, due to the act or omission of an Owner, his or her family, tenants, servants, pets, guests or invitees or other authorized occupant of the Owner's Lot, damage is caused to the Common Area or another Lot and maintenance, repairs, or replacements shall be required thereby, which would otherwise be a Common Expense of the Regency Association, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as determined by the Board, and the cost of such maintenance, repairs, or replacements, and any damage, shall be added to and become a part of the Assessment to which such Owner's Lot is subject and the Regency Association shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any Assessments levied hereunder when due, as herein provided.

## Article VII. Rights of First Mortgagees

### Section 7.01 Examination of Books

First Mortgagees shall have the right to examine the books and records of the Regency Association at reasonable times upon reasonable notice.

### Section 7.02 Payment of Taxes

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Areas and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Regency Association.

### Section 7.03 Notice of Default

Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-Laws or Rules and Regulations of the Regency Association which is not cured within thirty (30) days.

### Section 7.04 Notice

First Mortgagees are entitled to timely written notice, if requested in writing of any:

- 1) Condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;
- 2) Sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds mortgage;
- 3) Lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' association; and
- 4) Proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request for the above items must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article VII may be amended only with the written consent of fifty percent (50%) of the First Mortgagees (based upon one vote for each first mortgage owned).

## Article VIII. Architectural Control

### Section 8.01 General Review and Approval

Limited external improvements, as listed in the Rules and Regulations, maybe completed by an owner without prior approval. All other external improvements, changes and/or additions upon any Lot, dwelling, garage, patio/deck or other improvement thereon require the prior written approval of the Board before any such projects are started. To request this approval, the Owner must submit a completed Architectural Review Application form, including all proposed plans and specifications showing the nature, kind, shape, height, materials and location for the desired exterior improvement, change and/or addition. The completed application will first be reviewed by the Architectural Review Commission (ARC), which will make a recommendation to the Board, and then the Board will review the application for either approval or denial. The Board shall review such proposed addition, alteration or improvement as to the harmony of external design and location in relation to surrounding buildings and other improvements on the Property and may withhold its approval to a proposed addition, alteration or improvement for any reason which the Board, in its absolute discretion, deems appropriate including, but not limited to, aesthetic judgments. The Board shall have the right to adopt reasonable Rules and Regulations governing such alterations, additions or improvements and the application for same. The Board may, but shall not be required to, condition its approval to the making of an addition, alteration or improvement to a Lot or any improvement thereon that requires the approval of the Board upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Common Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement that requires Board approval hereunder is made to a Lot or improvement thereon by an Owner without the prior written approval of the Board, then the Board may, in its discretion and in addition to all other rights of enforcement provided to the Association as set forth in the Declaration, By-Laws, Rules and Regulations or as provided at law or in equity, take any of the following actions:

- 1) Require the Owner to remove the addition, alteration or improvement and restore the Lot and all improvements thereon to the condition existing prior to addition, alteration or improvement, all at the Owner's expense; or
- 2) If the Owner refuses or fails to properly perform the work required under subsection (a) hereof, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- 3) Ratify the action taken by the Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions that it may impose upon the giving of its prior approval under this Section.

### Section 8.02 Devices Designed for the Air Reception of Television Broadcast Signals

In compliance with Section 207 of the Telecommunications Act of 1996, and the Rules and Regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multi-channel multi-point distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted and may be secured free standing, affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot. Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided, that this placement permits reception of any acceptable signal. Any and all dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, Cook County and local municipalities and the Regency Association. The placement, installation and use of antennas and satellite dishes on or upon the Lots by Owners shall be subject to all applicable provisions of the Rules and Regulations adopted by the Board. Notwithstanding anything contained herein to the contrary, the installation of any satellite dish or antenna shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any satellite dish or antenna causes any damage or destruction to any dwelling or other improvement on any Lot or the Common Area or voids or impairs any warranty which runs for the benefit of the Association or any Owner, the Owner installing and owning the satellite dish or antenna shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. This provision, however, is not intended to interfere with the Owners' rights to adequate reception under the 1996 Telecommunications Act or other present, or future, federal or Illinois statutes.

### Section 8.03 Repair and Reconstruction

In the event of damage to or destruction of any dwelling, garage, landscaping or other improvement on any Lot, the Owner agrees to submit a plan to the ARC that details the repair / reconstruction plan, names the contractors and provides the anticipated completion date, within sixty (60) days after such destruction, or within a longer period of time permitted by the Board on a case-by-case basis in the event of significant and extraordinary damage or as warranted by other circumstances. All such submitted plans shall be reviewed by the ARC, who shall make a recommendation to the Board, and then must be approved by the Board in writing prior to any reconstruction work commencing. Upon approval of the plans by the Board, the Owner agrees to repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. Such reconstruction shall be completed within one hundred and eighty (180) days of approval of the plans by the Board, or within such additional time as permitted by the Board on a case-by-case basis in the event of significant and extraordinary damage or as warranted by other circumstances. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within the timeframe outlined in this

Section, the Board, after providing written notice to the Owner, may, but shall not be obligated to, cause the work to be done and the cost thereof shall be charged to such Owner as their personal obligation and shall also be a lien on their Lot and the Association shall have all of the rights to collect such costs, including legal fees, as provided within this Declaration to the Regency Association with respect to an Owner's failure to pay Assessments.

#### Section 8.04 Disclaimer

No approval of plans and specifications submitted by an Owner pursuant to this Article by the Board shall be construed as representing or implying that such plans and specifications shall, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any dwelling or Lot or other improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither the Regency Association, the Board nor any commission of the Regency Association shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damages to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.



## Article IX. Lease of Lots

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Regency Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. The Owner leasing his or her Lot and dwelling shall deliver a copy of the signed lease to the Regency Association not later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. In addition to providing a copy of the signed lease, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. No Owner may lease his or her Lot and dwelling for a period of less than one (1) year. Furthermore, to assist the Regency Association in complying with the terms of Section 2.24 of this Declaration, any Owner desiring to lease his or her Lot and dwelling shall provide the Board with the name, address and age of all intended tenants of the Lot, together with evidence that occupancy of the Lot will meet all qualifications set forth in Section 2.24 of this Declaration, prior to the occupancy of the Owner's Lot by any tenants. Verification of age may consist of copies of driver's licenses, birth certificates or similar recognized substantiation. No tenant may occupy an Owner's Lot and dwelling until such age verification is submitted to the Board. Failure of an Owner to submit such age verification documentation shall be considered a default under the lease. Additionally, the leasing of a Lot shall not release an Owner from any of his or her obligations under the Declaration, By-Laws or Rules and Regulations including, but not limited to, such Owner's obligation to pay assessments to the Regency Association. The Board may also from time to time adopt Rules and Regulations pertaining to the leasing of Lot, including policies and procedures to further the goals and objectives of this Section. In the event that an Owner fails to comply with any leasing requirements set forth in the Declaration, By-Laws, or Rules and Regulations of the Regency Association, the Regency Association may seek to evict a tenant from the Lot and dwelling under Article IX of the Code of Civil Procedure, as well as pursue any and all other legal and/or equitable remedies available to the Regency Association as to the Owner. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a Lot and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of the provisions of the Declaration, By-Laws or Rules and Regulations.

## Article X. Rights of the Village of South Barrington

### Section 10.01 Access and Maintenance

An irrevocable license and easement is hereby granted to the Village and police, fire, water, public works, engineering, development, health and other authorized officials, employees and vehicles of the Village, to go upon the Property at any time and from time to time for the purpose of performance of official duties, emergency services, and for the purpose of enforcing Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States and any easements granted herein or on the Subdivision Plat. In addition, duly designated officials and employees of the Village are hereby granted an easement to enter upon, on and over the Property, including the Common Areas, for the purposes of maintaining and repairing, except as otherwise provided hereunder, the storm water management areas, storm and sanitary sewers, water mains, and any other utility or public services located, or which may be located in the Property. Said easement rights shall be exercised only to the extent and for such period of time as is required to accomplish said maintenance or repair. Except in the event of emergency situations, the Village shall serve written notice upon the Regency Association setting forth the manner in which the Regency Association has failed to comply with its obligations under this Declaration or the Subdivision Plat. Said notice shall include a demand that such deficiency be cured within ten (10) days from the date such notice is received. If such deficiency has not been cured within said ten (10) days or any extension thereof granted by the Village, the Village may exercise its easement rights under this Declaration by entering the Property and performing such maintenance or repair that, in the Village's reasonable opinion, the Regency Association has failed to perform. The Regency Association shall reimburse the Village for all reasonable expenses, including administrative costs, incurred by it in performing such reasonable maintenance or repair. If the Regency Association does not reimburse the Village in full for all such expenses incurred within thirty (30) days after receipt of a bill detailing such expenses, then the portion of the cost of such maintenance or repair not so reimbursed shall be assessed in equal shares against all of the Lots and shall become a lien upon such Lots, which lien shall be in all respects subject and subordinate and junior to any prior mortgage recorded against all or any portion of such Lots. The Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

### Section 10.02 Enforcement of this Declaration

The Regency Association, any Owner, the Village (as concerns its rights hereunder), shall have the right to enforce, by any proceeding at law or in equity, the restrictions, easements, conditions, covenants, reservations, rights, liens and charges now or hereafter imposed by the provisions of this Declaration. All liens permitted under this Declaration may be enforced in any manner provided at law or in equity, including foreclosure by an action in a manner similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust on real property. Notwithstanding the foregoing, in the event the Regency Association fails to maintain the Common Areas as set forth in this Declaration, the Village shall also have the right to collect the expenses incurred by the Village as set

forth in Section 10.01 above by utilizing the special service area for the Property. Any Owner found by a court of competent jurisdiction to be in violation of any of the foregoing shall also be liable for reasonable attorney's fees and litigation expenses incurred by the prevailing party in prosecuting such action. The amount of any money judgment as well as such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Lot, enforceable as other liens herein established. Failure by the Regency Association, any Owner, the Village (as concerns its rights hereunder), to enforce any covenant, restriction, easement, condition, reservation, right, lien or charge for such party's benefit herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 10.03 Amendments

No amendment may be made to any provision contained in this Declaration, including this Article X, which grants the Village rights without the prior written consent of the Village.

#### Section 10.04 Common Areas and Easements

The Regency Association shall be charged with the responsibility for the Ownership and maintenance, landscaping, repair, restoration and upkeep of the Common Areas, retention ponds and common drainage-ways, and may employ, retain or contract with appropriate entities or individuals as necessary to perform the obligations stated herein.

## Article XI. General Provisions

### Section 11.01 Enforcement

In addition to all other rights herein granted to the Regency Association, it may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Regency Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Regency Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of their Assessment and constitute a lien on their Lot and be enforceable as provided in Article V. If any Owner, or their guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Regency Association, the Board may, after providing the Owner with notice and an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of their Assessment and constitute a lien on their Lot and be enforceable as provided in Article V.

### Section 11.02 Severability

Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

### Section 11.03 Title in Land Trust

In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

### Section 11.04 Amendments

The provisions of this Declaration may be amended by an instrument, in writing, setting forth such amendment signed and acknowledged by the voting Members having at least sixty-six and two thirds (66.67%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the

voting Members having at least sixty-six and two thirds (66.67%) of the total votes of the Members and containing a certification by an officer of the Regency Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Notwithstanding anything contained in this Declaration to the contrary, all amendments or modifications to this Declaration shall require the prior written consent of the Board of Directors of the Regency Association.

#### Section 11.05 Headings

All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

#### Section 11.06 Mailing Address

Each Owner of a Lot shall file the correct mailing address of such Owner with the Regency Association and shall notify the Regency Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Regency Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Regency Association shall maintain a file of such addresses.

#### Section 11.07 Notices

Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at their last known address, all as shown on the records of the Regency Association at the time of such mailing. In addition, most notices can be sent through a Prescribed Delivery Method. Before the Association can utilize Electronic Transmission as a delivery method for notices, an Owner needs to authorize the Regency Association, in writing, to provide the Owner notices via Electronic Transmission.

#### Section 11.08 Binding Effect

Except for matters discussed in Article VII of this Declaration, the easements as defined by this Declaration shall be of perpetual duration unless cancelled in a written document signed by sixty-six and two-thirds percent (66.67%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Regency Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

#### Section 11.09 Building Codes

All structures within the Property shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there are any conflicts between this Declaration and the provisions of any ordinances, codes, rules and regulations of the

Village, such conflicts shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.

#### Section 11.10 Fertilizers and Hazardous Materials

Except as otherwise provided in this Declaration, to minimize the costs of maintaining the storm water management system, to avoid pollution, and to protect downstream water quality, the Regency Association shall regularly provide basic applications of lawn fertilizers, soil amendments and pesticides for all areas within the Property. Owners will be held responsible for any additional application of lawn care products to their Lot. Owners shall maintain their lawn and landscape to an acceptable community standard.

In the event a storm water facility is being damaged by nutrient or chemical loading, the Regency Association shall have the right, without notice, to enter upon any Lot tributary to that facility to obtain a soil sample for testing. When tests demonstrate that lawn chemicals have been applied at excessive rates, the Regency Association may fine the Owner of each such Lot, which may cover the costs of the soil testing and repairing the damage to the storm water management facility. No Owner shall maintain or place, nor cause or permit to maintain or place, any hazardous substances upon the Property as defined by Section 3.14 of the Environmental Protection Act (415 ILCS 5/3.14). The Regency Association shall have the right to cause the removal of any such hazardous substances at the sole cost and expense of the offending Owner.

#### Section 11.11 Landscape and Drainage

To preserve the aesthetic appearance of the Property, no additional landscape beds, , grading, excavation or filling of any nature whatsoever shall be implemented or installed by any Owner, until the plans therefore have been submitted to the Architectural Review Commission and approved in writing by the Board. No hedge or shrubbery planting or tree which may obstruct site lines of streets and roadways within the Property shall be placed or permitted to remain on any Lot, where such hedge, shrubbery or tree interferes with traffic site lines, including site lines at the intersection of a driveway and a road or street within the Property. Except as otherwise provided in this Declaration, the Regency Association shall regularly mow and trim all areas covered with ground cover and shall keep all areas designed or intended for the proper drainage or detention for water, including soil lines and ditches unobstructed and shall mow and maintain such areas, and to keep such areas in good and functional condition. No trees, fountains, plantings, shrubbery, fencing, patio structure, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or redirecting soils, ditches or drainage areas.

#### Section 11.12 Notices and Disclaimers as to Security Systems

The Regency Association, their successors or assigns may enter into contracts for the provision of security services through any Community Systems. The Regency Association, their successors or assigns do not guarantee or warrant, explicitly or implicitly, the merchantability or fitness for use of any such Security System or services, or that any system or services will prevent intrusions, notify

authorities of fires or other occurrences, or the consequences of such occurrences, regardless of whether or not the system or services are designed to monitor same; and every Owner or occupant of property receiving security services through the Community Systems acknowledges that the Regency Association any successor or assign are not insurers of the Owner or occupant's property or of the property of others located on the Lot and will not be responsible or liable for losses, injuries or deaths resulting from such occurrences.

It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that the Regency Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's Security System, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider.

Every Owner or occupant of a Lot obtaining security services through the Community Systems further agrees for himself or herself, his or her grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Regency Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of the Regency Association, their successor or assign of any of same. Further, in no event will the Regency Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

### Section 11.13 Energy Policy Statement

In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Owners of the Regency Association in connection with permitting the use of solar energy systems.

(a) The terms used in this Section shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.

- (b) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the ARC by submission of an architectural review form. A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems shall be submitted to the ARC as part of an Owner's application herein and shall clearly depict the system and define the proposed materials to be used. Construction drawings for the specific installation shall also be provided. Drawings shall clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Owner's dwelling and Lot and the location of any storage tanks. All applications shall include calculations indicating the number and area of panels required. Following review, the ARC shall provide the Owner's application materials to the Board for review and approval or denial. No solar collector, solar storage mechanism and/or solar energy system may be installed without prior written Board approval.
- (c) The Board shall have the sole discretion in approving an Owner's specific modules or product used for its solar collectors, solar storage mechanisms and/or solar energy systems, which shall be submitted with the Owner's application.
- (d) Owners shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.
- (e) Owners shall be responsible for maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems and any damage, maintenance, repairs or replacement to any Common Area or any portion of a dwelling or Lot as a result of the installation of solar collectors, solar storage mechanisms and/or solar energy systems.
- (f) Owners shall be responsible for repainting, refinishing, and/or replacement of solar collectors, solar storage mechanisms and solar energy systems.
- (g) Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities and shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency, as applicable. Owners shall be responsible, at his/her own cost, for any and all applications and permits required by the State, County, or Village. Permits shall be submitted to the Board prior to installation.
- (h) Solar collectors shall only be installed on the requesting Owner's roof and shall be, upon installation, completely contained within the vertical plane of the exterior wall lines of the structure. Under no circumstances shall any solar collectors extend beyond the bounds of the Owner's roof.
- (i) Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on existing plane of roof material.
- (j) Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed and parallel to roof surface.
- (k) All plumbing lines shall be concealed on exterior of the building, if possible. The Board approved method of installation detailed in the Owner's application described in paragraph (b) herein shall be complied with by Owner and Owner's contractors. All plumbing lines shall be painted the same as the dwelling or building's exterior color and other materials adjacent to the system.
- (l) Roof solar collectors shall be consistent in color with existing roof shingles and shall be painted and/or anodized when appropriate.



- (m) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, shall be self-extinguishing.
- (n) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property.
- (o) A solar energy system may be installed on the roof within an orientation to the south or within forty-five (45) degrees east or west of due south provided that the orientation does not impair the effective operation of the solar energy system.
- (p) A solar energy system shall only be installed by a professional contractor, licensed or accredited by the North American Board of Certified Energy Practitioners (NABCEP), Interstate Renewable Energy Council (IREC) or other similar nationally recognized accrediting/licensing authority. The appropriate credentials, including contractor's insurance information, of the professional contractor shall be submitted along with the Owner's application described in paragraph (b) herein.
- (q) If, as a result of an Owner's installation, maintenance or repair of a solar energy system, solar collection, solar storage mechanism or any of their component parts, damage is caused to the Common Area, dwellings and/or Lots, the Owner shall pay for any such damage, maintenance and repairs as may be necessary and as determined by the Board.
- (r) Any party that installs, maintains, repairs or replaces a solar energy system, solar collection or solar storage mechanism must first provide the Regency Association with adequate proof of insurance, providing coverage for the type of work described in this paragraph. The Regency Association shall be named as an additional insured on any such policies and no installation, maintenance, repairs or replacements may commence until proof of the insurance required by this paragraph is provided to the Regency Association.
- (s) The Regency Association does hereby prohibit the installation, placement or construction of wind energy collection systems, rain water collection systems and composting systems anywhere on the Property.

#### Section 11.14 PUD Ordinance

Village Planned Unit Development Ordinance dated January 21, 2001 and known as Ordinance Number 2001-622 is incorporated within this Declaration by this reference as if fully set forth in this Declaration.

#### Section 11.15 Transfer Fees

Upon the sale or other transfer of ownership of a Lot by an Owner, a non-refundable transfer fee equal to four (4) months of the then applicable monthly Assessments shall be due and owing to the Regency Association, at the closing of the sale of such Lot, by the Purchaser of the Lot, to be kept and used for Reserves for the Regency Association.

#### Section 11.16 Managing Agent Fees

Any and all Management Company fees and costs associated with the collection of delinquent assessments and/or curing an Owner's or occupant's breach or violation of the Declaration, By-Laws and/or Rules and Regulations shall be assessed back to the defaulting Owner's account and become

an additional obligation and charge of such delinquent Owner. To assist the Regency Association in collecting delinquent assessments and/or curing violations of the Declaration, By-Laws and/or Rules and Regulations from the Owners, the Management Company, if any, may perform the following duties: prepare and issue delinquency notices, prepare and issue statutory and other demand letters, order an ownership (tract) search to verify current ownership of the delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other charges and any such other services performed in an effort to assist the Regency Association in the collection of delinquent assessments or other charges or curing breaches or violations of the Declaration, By-Laws and Rules and Regulations. The Management Company is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entered into between the Management Company and the Regency Association.

#### Section 11.17 Fees Associated with Mortgage Foreclosure

All expenses and fees, including, but not limited to, Management Company fees, attorney's fees and court costs, incurred by the Regency Association as a result of the Regency Association being included as a defendant in a mortgage foreclosure action shall be assessed back to the Owner sued in such foreclosure action and become an additional obligation and charge of such delinquent Owner and a part of that Owner's assessment account.

#### Section 11.18 Rule Against Perpetuities

The covenants, restrictions, conditions, reservations, easements, charges, liens and other provisions as delineated in this Declaration shall run with and bind the land so as to insure the Owners full enjoyment and benefit of their dwellings and Lots. If, and to the extent that, any of the covenants, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of:

- (a) The rule against perpetuities;
- (b) The rule restricting restraints on alienation; or
- (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Tom Hanks, professional actor and star of such films as *Sleepless in Seattle*, *Apollo 13* and *Saving Private Ryan*, living at the date this Declaration is Recorded.

## Exhibit A: Legal Description of Property

Lots 1 through 156, both inclusive, and outlots D, D2, D3, D5 through D9, both inclusive, D11 through D18, both inclusive, D20, D21, D23, D24, D25, D27, D28, D29 and D101 to D106, both inclusive, in Woods of South Barrington Phase 1 Subdivision, being a subdivision in the east half of Section 28 and the northeast quarter of Section 33, all in Township 42 North, Range 9 east of the third principal meridian in Cook County, Illinois.

Exhibit B: Subdivision Plat

Recorded with the Recorder of Deeds of Cook County, Illinois as Document Numbers: 0708715094 and 1113710014

## Exhibit C: Amended and Restated By-laws of The Regency at the Woods of South Barrington Association

### Article I. General Provisions

The name of the Not-For-Profit corporation is The Regency at The Woods of South Barrington Association ("Regency Association"). The principal office of the Regency Association shall be located at 1 Regency Boulevard, South Barrington, Illinois (The Clubhouse).

The purpose of the Regency Association is to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Regency Association, all on a Not-For-Profit basis.

The Regency Association is responsible for conducting business and affairs of the corporation for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, consistent with CICA as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Regency Association shall have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Regency Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Community Instruments.

### Article II. Members

#### Section 2.01 Classes of Members, Membership and Termination Thereof

The Regency Association shall have one class of Members and nothing contained in the Act or the Community Instruments shall permit or allow different classes of membership among the Lot Owners. The designation of such class and the qualifications of the Members of such class shall be as follows:

Each Lot Owner shall be a Member of the Regency Association, which membership shall terminate upon the sale or other disposition of such Member's Lot, at which time the new Lot Owner shall automatically become a Member of the Regency Association. Such termination shall not relieve or release any such former Lot Owner from any liability or obligation incurred under or in any way connected with the Lot or the Regency Association, during the period of such Ownership and membership in the Regency Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Lot Owner arising from, or in any way connected with, such Ownership and membership and the covenants and obligations incident thereto.

### Section 2.02 Votes and Voting Rights

Lot Ownership shall be entitled to one (1) vote at any meeting of the Lot Owners. Any or all Lot Owners may be present at any meeting of the Members, but only the one Voting Member of the Lot Ownership may vote or take any other action as a Voting Member, as further provided in the Declaration. The total number of votes of all Voting Members shall be 156.

## Article III. Membership Meetings

### Section 3.01 Place and Time of Meeting

Meetings of the Lot Owners shall be held at the Clubhouse of the Regency Association or at such other place in the Village of South Barrington, Illinois as may be designated by the Board of Directors. Meetings shall only be attended by Lot Owners. Any Lot Owner, in writing, may waive notice of a meeting or consent to any action of the Regency Association without a Meeting.

### Section 3.02 Annual Meeting

The annual meeting of the Voting Members shall be held on such date and at such time as determined by the Board of Directors, upon not more than thirty (30) nor less than ten (10) days written notice to all Voting Members.

### Section 3.03 Special Meetings

Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval by the Lot Owners, or for any other reasonable purpose. The Board may call a special meeting as authorized by a majority (more than fifty (50) percent) of the Board or the Board President. Meetings may also be called by Lot Owners having twenty percent (20%) of the total vote. In the event Owners having twenty percent (20%) of the total vote desire to call a special meeting of the Owners, such Owners shall present a petition or other written communication to the Board signed by such Owners for verification that the twenty percent (20%) threshold is met. Following such verification, a special meeting of the Owners shall be called with notice provided to all Owners. Notice of a Special Meeting shall follow the guidelines of Section 3.04.

### Section 3.04 Notice of Meetings

Written notice of Member meetings stating the purpose, place, and time of any meeting of Members shall be provided by a Prescribed Delivery Method to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or Persons calling the meeting. The date of mailing or delivery, or the date of transmission if the notice is sent by fax, e-mail or other Electronic Transmission method, shall be deemed the date of service.

### Section 3.05 Member Voting

A Lot Owner entitled to vote may vote either through mail-in voting by a Regency Association issued ballot, or in person at a meeting. The Board may adopt rules to allow electronic voting as further provided in the Act, in which case voting by proxy would not be permitted for election of Board members.

### Section 3.06 Quorum

The presence of Voting Members at a meeting in person, by proxy, by Association issued mail-in ballot, or electronically, if the Board adopts rules to provide for electronic voting, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of Members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

### Section 3.07 Election Process

For elections of Board members, the Regency Association will send each Voting Member a ballot which can be used for mail-in voting purposes. All such ballots will be numbered and will be sent out with (1) a return envelope and (2) an envelope marked "Official Ballot". The completed ballot shall be placed in the "Official Ballot" envelope, sealed, placed in the return envelope and returned to designated address or collection point on or before the deadline. Mail-in ballots received after the deadline will be marked void. At the Annual Meeting, Voting Members desiring to vote in person may do so by casting an Association issued ballot at the meeting. In all elections for Members of the Board, each Lot shall be entitled to one vote. Cumulative voting shall not be permitted. The candidates receiving the highest-number of votes with respect to the number of Board positions to be filled shall be deemed to be elected. Board Members shall hold a two (2) year term. Board terms are staggered with two Board positions elected in even years and three in odd years. Election results shall be posted to the Regency Association's website and in the Clubhouse within ten (10) business days.

### Section 3.08 Nominations of Candidates for Election to the Board

Nominations for candidates for election to the Board may be made prior to the date of the election in accordance with any rules and regulations which may be adopted by the Board. The Regency Association shall use a call for candidates nomination process, whereby any Owner interested in being a candidate for the Board in an election may nominate himself or herself according to the procedures adopted by the Board. Nominations from the floor will not be permitted.

## Article IV. Board of Directors

### Section 4.01 In General

The affairs of the Regency Association shall be managed by its Board, as provided in the Act and the Declaration.

#### Section 4.02 Board of Directors

The Board of Directors shall consist of five (5) Persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each Member of the Board shall be an Owner, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural Person or Persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having sixty-six and two-thirds percent (66.67%), or One Hundred Four (104) of the total votes. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority (more than fifty (50) percent) vote of those present (at its Meetings at which a quorum exists). A majority (more than fifty (50) percent) of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt from time to time.

#### Section 4.03 Removal of Board Members

Any Board member may be removed from his or her position on the Board by the affirmative vote of the Voting Members having at least sixty-six and two-thirds percent (66.67%), or One Hundred Four (104) of the total votes, at any special meeting of the Members called for that purpose.

#### Section 4.04 Vacancies on the Board

Vacancies on the Board shall be filled by the affirmative vote of sixty-six and two-thirds percent (66.67%) of the remaining members of the Board. A Board member appointed to fill a vacancy shall serve until the next annual meeting of Owners or until Owners holding at least twenty percent (20%) of the total votes in the Regency Association request, via a petition delivered to the Board, a meeting of the Owners to fill the vacancy for the balance of the term. If such a petition is presented to the Board, the Board shall call a meeting of the Owners within thirty (30) days of receiving such petition for purposes of electing a new Board member to the Board to fill the vacancy for the balance of the term.

#### Section 4.05 Meetings of the Board

The Board shall meet at least four (4) times annually, and at such other times as the Board deems necessary. Except as otherwise provided in the Declaration or these By-Laws, notice of any such meeting shall be provided at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice.

- (a) Meeting notice shall be communicated to Owners via a Prescribed Delivering Method or through posted notice of such meeting in the Clubhouse. Notice for any Board meeting concerning the adoption of the proposed budget or any Assessments shall be provided to each Owner via a Prescribed Delivery Method not less than ten (10), and not more than sixty (60), days before the



Board meeting.

- (b) Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to:
  - (i) *Discuss litigation when an action against or on behalf of the Regency Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;*
  - (ii) *Discuss third party contracts or information regarding appointment, employment, engagement or dismissal of an employee, independent contractor, agent or other provider of goods and services;*
  - (iii) *interview a potential employee, independent contractor, agent or other provider of goods and services;*
  - (iv) *Discuss violations of the Regency Association's Rules and Regulations;*
  - (v) *Discuss an unpaid Owner's Assessment; or*
  - (vi) *consultation with the Regency Association's attorney.*
- (c) Any vote on the matters outlined in Section 4.07(b) shall be taken at a meeting or portion thereof open to the Owners.
- (d) The Board shall reserve a section of every open Board meeting for Owner comments. The Owner's comment portion of the meeting shall be listed on the meeting agenda. Owner comments may be limited at the discretion of the Board.

#### Section 4.06 Quorum

A majority (more than fifty (50) percent) of the Members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

#### Section 4.07 General Duties and Powers of the Board

In addition to the duties and powers inherently charged to and possessed by the Regency Association as an Illinois Not-For-Profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Board shall have the following duties and powers:

- (a) preparation, adoption, distribution and monthly review of the annual budget for the Property;
- (b) levy Assessments; levy charges and late fees for late payments of a Lot Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed upon; and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and/or Rules and Regulations of the Regency Association;
- (c) collection of Assessments from Members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with parcels conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

- (f) access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas or to other Lot or Lots or for inspection of the Lots to ensure compliance with the terms and conditions of the Declaration, By-Laws, and/or Rules and Regulations;
- (g) ability to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Areas, rather than merely against the interests therein of particular Lot Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Owner or Owners;
- (h) maintenance and repair of any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Areas or any other portion of the Property, and an Owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Owner, provided that the Board shall specially assess such Lot Owner for the cost of said maintenance or repair;
- (i) ability to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which is authorized by law to be assessed and levied on the Common Areas and to charge all expenses incurred in connection therewith to the Regency Association;
- (j) approval of all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments. These shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Vice President of the Board;
- (k) adoption of such reasonable Rules and Regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such Rules and Regulations shall be provided to all Owners and the Property shall at all times be maintained subject to such Rules and Regulations;
- (l) engage the services of an agent(s) to manage the Property to the extent deemed advisable by the Board;
- (m) monitor any agent(s) contracted to manage the Property;
- (n) appoint any commission as deemed advisable by the Board;
- (o) operation, care, upkeep, maintenance, replacement, and improvement of the Common Areas;
- (p) provide lawn maintenance as provided in the Declaration;
- (q) provide snow removal as provided in the Declaration;

- (r) obtain adequate and appropriate kinds of insurance;
- (s) engage the services of any Person (including, but not limited to, accountants and attorneys) deemed necessary by the Regency Association at such compensation as is deemed reasonable by the Regency Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Regency Association and to remove, at any time, such personnel;
- (t) establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Regency Association;
- (u) invest any funds of the Regency Association in certificates of deposits, money market funds, or comparable investments;
- (v) acquire and make arrangements for and pay for out of the Operating and/or Reserve Accounts all of the utilities, insurance, landscaping, snow removal, maintenance, decorating, repair and replacements for which the Regency Association is responsible as provided in the Declaration;
- (w) nothing hereinabove contained shall be construed to give the Board, Regency Association, or Owners authority to conduct an active business for profit on behalf of all the Owners or any one of them; and
- (x) cause an independent audit of the Regency Association's financial books and records to be conducted on an annual basis.

## Article V. Officers

### Section 5.01 Officers

The Board shall elect from among its members a President, Vice President, Secretary, Treasurer and such additional officers as the Board shall see fit to elect. No officer shall be elected for a term of more than one (1) year. However, any officer may succeed themselves in any office.

- (a) President. The President shall be the principal executive officer of the Board and Regency Association and shall preside at all Meetings. The President may sign, with the Secretary or any other proper officer of the Regency Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration, By-Laws or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.
- (b) Vice-President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-President, in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.
- (c) Secretary. The Secretary shall keep the minutes of the Meetings of the Members and of the Board; see that all notices are mailed or posted in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Regency Association and, together

with the President, execute on behalf of the Regency Association amendments to Community Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and of the seal of the Regency Association; and see that the seal of the Regency Association is affixed to all documents, the execution of which on behalf of the Regency Association under its seal is duly authorized in accordance with the provisions of these By-Laws, and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

- (d) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Regency Association unless the Board has designated such duties to the property manager or designated third party; keep the financial records and books of account; receive and give receipts for monies due and payable to the Regency Association from any source whatsoever, and deposit all such moneys in the name of the Regency Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws, but which shall be FDIC depositories; and in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board.

#### Section 5.02 Election and Term of Officers

The officers of the Regency Association shall be elected annually by the Board members at the regular annual meeting of the Board, from among the Board members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled, or new offices created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected. An officer may succeed himself or herself in office. Officers shall serve without compensation.

#### Section 5.03 Removal of Officers

Any officer elected by the Board may be removed by a majority (more than fifty (50) percent) vote of the members of the Board.

### Article VI. Commissions

#### Section 6.01 Creation of Commissions

Commissions may be designated by a resolution adopted by a majority (more than fifty (50) percent) of the Members of the Board present at a meeting at which a quorum is present as referenced in Section 108.40(d) of the Not-For-Profit Corporation Act of 1986. Commissions may include Standing (e.g. Architectural, Landscaping, Finance) and/or Ad Hoc (short term projects). Except as otherwise provided in such resolution, members of each such Commission shall be Lot Owners and residents and shall be appointed and approved by the Board. Any Commission member may be removed by the Board, upon the recommendation of a majority (more than fifty (50) percent) of the Commission, whenever in the judgment of the Board the best interests of the Regency Association shall be served by such removal. One (1) Board member shall serve as a liaison to each Commission.

### Section 6.02 Tenure of Membership

Each member of a Commission shall continue as such until the next annual meeting of the Board or until their successor is appointed or until the Board shall relieve him or her from their role as a Commission member, unless the Commission shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

### Section 6.03 Chairperson(s)

One (1) member of each Commission shall be appointed chairperson or two (2) members may serve as co-chairpersons.

### Section 6.04 Vacancies

Vacancies in the membership of any Commission may be filled in the same manner as provided in the case of the original appointment.

### Section 6.05 Quorum

Unless otherwise provided in the resolution of the Board designating a Commission, a majority (more than fifty (50) percent) of the whole Commission shall constitute a quorum and the act of a majority (more than fifty (50) percent) of the members present at a meeting at which a quorum is present shall be the act of the Commission.

### Section 6.06 Rules

Each Commission may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

## Article VII. Records

### Section 7.01 Records

The Board shall maintain the following records of the Regency Association and make them available, within thirty (30) days of a written request for same to the Board, for examination and copying at convenient weekday hours by any Owner or such Owner's mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Regency Association instruments, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation, annual reports and any Rules and Regulations adopted by the Regency Association;
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Regency Association;
- (c) Minutes of all Meetings of the Regency Association and the Board shall be maintained for a period of not less than seven (7) years;

- (d) With a written statement of a proper purpose, ballots related thereto, if any, for any election held for the Board and for any other matters voted on by the Members shall be maintained for a period of not less than one (1) year; and
- (e) With a written statement of proper purpose, such other records of the Regency Association as are available for inspection by Members of a Not-For-Profit corporation pursuant to Section 107.75 of the Illinois General Non-for-Profit Corporation Act of 1986.

#### Section 7.02 Cost of Copies

The Regency Association may charge a reasonable fee for the costs of retrieving and copying any such documents.

### Article VIII. Amendments

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast sixty-six and two-thirds percent (66.67%) or One Hundred Four (104) of the total votes in the Regency Association. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

### Article IX. Interpretation

In the case of any conflict between the Articles of Incorporation of the Regency Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## Exhibit D: Legal Description of Common Area

Outlots D, D2, D3, D5 through D9, both inclusive, D11 through D18, both inclusive, D20, D21, D23, D24, D25, D27, D28, D29 in Woods of South Barrington Phase 1 Subdivision, being a subdivision in the east half of Section 28 and the northeast quarter of Section 33, all in Township 42 North, Range 9 east of the third principal meridian in Cook County, Illinois; and

Outlots D101 to D106, inclusive, being a resubdivision of outlots D101 through D106 of Woods of South Barrington Phase 1 in the Northeast Quarter of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois.

This instrument was prepared by  
and upon recording return to:

Keith R. Jones  
COSTELLO SURY & ROONEY, P.C.  
One Lincoln Centre, Suite 1670  
Oakbrook Terrace, Illinois 60181  
630-690-6446



Doc# 2305222030 Fee \$71.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/21/2023 12:14 PM PG: 1 OF 11

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR THE REGENCY AT THE WOODS OF SOUTH BARRINGTON  
ASSOCIATION**

This instrument is recorded for the purpose of amending the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Regency at the Woods of South Barrington Association (hereinafter referred to as "Declaration"), which was recorded on August 16, 2019 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 1922817087.

This Amendment is adopted pursuant to the provisions of Section 1-60(a) of the Common Interest Community Association Act (765 ILCS 160/1-60(a)) in order to permit The Regency at The Woods of South Barrington Association ("Regency Association") to come into compliance with Section 20 of the Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et. seq.) The text of this Amendment, which is set forth below, shall become effective upon recordation in the Office of the Clerk of Cook County, Illinois.

**PREAMBLE**

WHEREAS, the Declaration was recorded on August 16, 2019 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 1922817087;

WHEREAS, Article XI, Section 11.13 of the Declaration contains an energy policy statement that was consistent with the Homeowners' Energy Policy Statement Act (765 ILCS 165/20) as of the date the Declaration was recorded;

WHEREAS, the Homeowners' Energy Policy Statement Act was amended by Public Act 102-0161, which took effect on July 26, 2021;



WHEREAS, following the adoption of Public Act 102-0161, the energy policy statement included within Article XI, Section 11.13 of the Declaration contains some inconsistencies with the Homeowners' Energy Policy Statement Act as amended by Public Act 102-0161;

WHEREAS, the Illinois General Not For Profit Corporation Act (805 ILCS 105/103.10(I)) provides that a corporation's governing documents shall not be inconsistent with the laws of the State of Illinois;

WHEREAS, the Board of Directors for the Regency Association desires to amend Article XI, Section 11.13 of the Declaration and, in compliance with Section 20 of the Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et. seq.) hereby adopts the Association's updated energy policy statement and includes the same within the terms, covenants and provisions of its Declaration to replace the current language in Article XI, Section 11.13 of the Declaration;

WHEREAS, the Board of Directors for the Regency Association desires to amend the Declaration to comply with current law;

WHEREAS, the Amendment has been approved by two-thirds (2/3) of the members of the Board of Directors at a meeting called for that purpose; and

NOW THEREFORE, the Declaration is hereby amended in accordance with the text that follows:

#### AMENDMENT

1. The current language in Article XI, "General Provisions", Section 11.13 "ENERGY POLICY STATEMENT" of the Declaration shall be deleted in its entirety. In its place, Article XI, Section 11.13 of the Declaration shall be amended to contain the following language only:

"Section 11.13            ENERGY POLICY STATEMENT.

PURPOSE OF STATEMENT: In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board of Directors has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Owners of the Regency Association in connection with permitting the use of solar energy systems.

(a) The terms used in this Section shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.

(b) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the ARC by submission of an architectural review form. A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems shall be submitted to the ARC as part of an Owner's application herein and shall clearly depict the system and define the proposed materials to be used including, but not limited to, the type, size and location of all solar

storage mechanisms. Construction drawings for the specific installation shall also be provided. Drawings shall clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Owner's dwelling and Lot and the location of any storage tanks. All applications shall include calculations indicating the number and area of panels required. Following review, the ARC shall provide the Owner's application materials to the Board for review and approval or denial. No solar collector, solar storage mechanism and/or solar energy system may be installed without prior written Board approval.

(c) The Board shall have the sole discretion in approving an Owner's specific modules or product used for its solar collectors, solar storage mechanisms and/or solar energy systems, which shall be submitted with the Owner's application.

(d) Owners shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.

(e) Owners shall be responsible for maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems and any damage, maintenance, repairs or replacement to any Common Area or any portion of a dwelling or Lot as a result of the installation of solar collectors, solar storage mechanisms and/or solar energy systems.

(f) Owners shall be responsible for repainting, refinishing, and/or replacement of solar collectors, solar storage mechanisms and solar energy systems.

(g) Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities and shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency, as applicable. Owners shall be responsible, at his/her own cost, for any and all applications and permits required by the State, County, or Village. Permits shall be submitted to the Board prior to installation.

(h) Solar collectors shall only be installed on the requesting Owner's roof and shall be, upon installation, completely contained within the vertical plane of the exterior wall lines of the structure. Under no circumstances shall any solar collectors extend beyond the bounds of the Owner's roof.

(i) Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on existing plane of roof material.

(j) Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed and parallel to roof surface.

(k) All plumbing lines shall be concealed on exterior of the building, if possible. The Board approved method of installation detailed in the Owner's application described in paragraph (b) herein shall be complied with by Owner and Owner's contractors. All

plumbing lines shall be painted the same as the dwelling or building's exterior color and other materials adjacent to the system.

- (l) Roof solar collectors shall be consistent in color with existing roof shingles.
- (m) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, shall be self-extinguishing.
- (n) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property.
- (o) The Board or ARC may determine the specific configuration of the elements of a solar energy system on a given roof face; provided, that, the elements of the solar energy system shall not be prohibited from being installed on any roof face and the Board or ARC's determination may not reduce the production of the solar energy system by more than ten percent (10%). For purposes of this paragraph, "production" means the estimated annual electrical production of the solar energy system. The Board or ARC's preferred location for solar energy systems on a given roof face is a location that is not visible from the front of the Lot.
- (p) A solar energy system shall only be installed by a professional contractor, licensed or accredited by the North American Board of Certified Energy Practitioners (NABCEP), Interstate Renewable Energy Council (IREC) or other similar nationally recognized accrediting/licensing authority. The appropriate credentials, including contractor's insurance information, of the professional contractor shall be submitted along with the Owner's application described in paragraph (b) herein.
- (q) If, as a result of an Owner's installation, maintenance or repair of a solar energy system, solar collection, solar storage mechanism or any of their component parts, damage is caused to the Common Area, dwellings and/or Lots, the Owner shall pay for any such damage, maintenance and repairs as may be necessary and as determined by the Board.
- (r) Any party that installs, maintains, repairs or replaces a solar energy system, solar collection or solar storage mechanism must first provide the Regency Association with adequate proof of insurance, providing coverage for the type of work described in this paragraph. The Regency Association shall be named as an additional insured on any such policies and no installation, maintenance, repairs or replacements may commence until proof of the insurance required by this paragraph is provided to the Regency Association.
- (s) Installation of a solar energy system shall not cause or result in an unreasonable disturbance to or otherwise interfere with the use and enjoyment of neighboring dwellings and Lots (i.e. the installation of a solar energy system shall not result in unreasonable glare reflecting therefrom nor shall it unreasonably limit or disrupt surrounding dwellings' sight lines).

(t) The Regency Association does hereby prohibit the installation, placement or construction of wind energy collection systems, rain water collection systems and composting systems anywhere on the Property.

(u) The Board or ARC may consult with a third-party engineer, architect and/or other professional to assist the Board or ARC in the review and processing of an application from an Owner pursuant to this Section and/or the review of any system installed following the approval by the Board or ARC of an application submitted by an Owner pursuant to this Section. Any and all costs and fees charged to the Regency Association by any such third-party or otherwise incurred by the Regency Association with respect to such processing and review shall be charged back to the Owner, and if not paid promptly by such Owner shall become a lien on such Owner's Lot in the same manner as unpaid assessments and the Regency Association shall have all of the same rights and remedies available to it for collection of same as are provided in this Declaration, the By-Laws, at law or in equity for the collection of unpaid assessments.

(v) Solar collectors, solar storage mechanisms and solar energy systems shall meet all local utility interconnection requirements.

(w) Upon the removal of any solar collectors, solar storage mechanisms and/or solar energy systems from a roof, the roof surface shall be aesthetically consistent with the adjacent roof shingles.”

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and Bylaws.

3. The language of this Amendment shall govern any conflicts between this document and the Declaration and its amendments.

4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws and Rules and Regulations shall continue in full force and effect without change.

**END OF TEXT OF AMENDMENT**



## Exhibit A: Legal Description of Property

Lots 1 through 156, both inclusive, and outlots D, D2, D3, D5 through D9, both inclusive, D11 through D18, both inclusive, D20, D21, D23, D24, D25, D27, D28, D29 and D101 to D106, both inclusive, in Woods of South Barrington Phase 1 Subdivision, being a subdivision in the east half of Section 28 and the northeast quarter of Section 33, all in Township 42 North, Range 9 east of the third principal meridian in Cook County, Illinois.

## Regency at the Woods of South Barrington

Address	PIN#
2 Arches Ct.	01-33-205-017-0000
3 Arches Ct.	01-33-205-015-0000
4 Arches Ct.	01-33-205-018-0000
5 Arches Ct.	01-33-205-013-0000
6 Arches Ct.	01-33-205-019-0000
20 Arches Ct.	01-33-203-033-0000
21 Arches Ct.	01-33-203-036-0000
22 Arches Ct.	01-33-203-032-0000
23 Arches Ct.	01-33-203-035-0000
24 Arches Ct.	01-33-203-031-0000
25 Arches Ct.	01-33-203-034-0000
1 Aztec Ct.	01-28-411-013-0000
2 Aztec Ct.	01-28-412-001-0000
3 Aztec Ct.	01-28-411-012-0000
4 Aztec Ct.	01-28-412-002-0000
5 Aztec Ct.	01-28-411-011-0000
6 Aztec Ct.	01-28-412-003-0000
7 Aztec Ct.	01-28-411-010-0000
8 Aztec Ct.	01-28-412-004-0000
9 Aztec Ct.	01-28-411-009-0000
10 Aztec Ct.	01-28-412-005-0000
11 Aztec Ct.	01-28-411-008-0000
12 Aztec Ct.	01-28-412-006-0000
21 Aztec Ct.	01-28-405-010-0000
23 Aztec Ct.	01-28-405-009-0000
25 Aztec Ct.	01-28-405-008-0000
27 Aztec Ct.	01-28-405-007-0000
29 Aztec Ct.	01-28-405-006-0000
30 Aztec Ct.	01-28-404-012-0000
31 Aztec Ct.	01-28-405-005-0000
32 Aztec Ct.	01-28-404-013-0000
33 Aztec Ct.	01-28-405-004-0000
34 Aztec Ct.	01-28-404-014-0000
35 Aztec Ct.	01-28-405-003-0000
36 Aztec Ct.	01-28-404-015-0000
37 Aztec Ct.	01-28-405-002-0000
38 Aztec Ct.	01-28-404-016-0000
39 Aztec Ct.	01-28-405-001-0000
1 Bighorn Ct.	01-28-410-013-0000
2 Bighorn Ct.	01-28-411-001-0000
3 Bighorn Ct.	01-28-410-012-0000
4 Bighorn Ct.	01-28-411-002-0000
5 Bighorn Ct.	01-28-410-011-0000

<u>Address</u>	<u>PIN#</u>
6 Bighorn Ct.	01-28-411-003-0000
7 Bighorn Ct.	01-28-410-010-0000
8 Bighorn Ct.	01-28-411-004-0000
9 Bighorn Ct.	01-28-410-009-0000
10 Bighorn Ct.	01-28-411-005-0000
11 Bighorn Ct.	01-28-410-008-0000
12 Bighorn Ct.	01-28-411-006-0000
20 Bighorn Ct.	01-28-405-012-0000
21 Bighorn Ct.	01-28-406-006-0000
22 Bighorn Ct.	01-28-405-013-0000
23 Bighorn Ct.	01-28-406-005-0000
24 Bighorn Ct.	01-28-405-014-0000
25 Bighorn Ct.	01-28-406-004-0000
26 Bighorn Ct.	01-28-405-015-0000
27 Bighorn Ct.	01-28-406-003-0000
28 Bighorn Ct.	01-28-405-016-0000
29 Bighorn Ct.	01-28-406-002-0000
30 Bighorn Ct.	01-28-405-017-0000
31 Bighorn Ct.	01-28-406-001-0000
1 Bryce Ct.	01-33-205-023-0000
2 Bryce Ct.	01-33-205-024-0000
3 Bryce Ct.	01-33-205-022-0000
4 Bryce Ct.	01-33-205-025-0000
5 Bryce Ct.	01-33-205-021-0000
6 Bryce Ct.	01-33-205-026-0000
7 Bryce Ct.	01-33-205-020-0000
8 Bryce Ct.	01-33-205-027-0000
20 Bryce Ct.	01-33-203-014-0000
21 Bryce Ct.	01-33-203-015-0000
22 Bryce Ct.	01-33-203-013-0000
23 Bryce Ct.	01-33-203-016-0000
24 Bryce Ct.	01-33-203-012-0000
25 Bryce Ct.	01-33-203-017-0000
26 Bryce Ct.	01-33-203-011-0000
27 Bryce Ct.	01-33-203-018-0000
28 Bryce Ct.	01-33-203-010-0000
29 Bryce Ct.	01-33-203-019-0000
30 Bryce Ct.	01-33-203-009-0000
31 Bryce Ct.	01-33-203-020-0000
1 Canyon Ct.	01-33-205-032-0000
2 Canyon Ct.	01-33-205-033-0000
3 Canyon Ct.	01-33-205-031-0000
4 Canyon Ct.	01-33-205-034-0000
5 Canyon Ct.	01-33-205-030-0000
6 Canyon Ct.	01-33-205-035-0000



<u>Address</u>	<u>PIN#</u>
7 Canyon Ct.	01-33-205-029-0000
8 Canyon Ct.	01-33-205-036-0000
9 Canyon Ct.	01-33-205-028-0000
10 Canyon Ct.	01-33-205-037-0000
21 Canyon Ct.	01-33-203-003-0000
23 Canyon Ct.	01-33-203-004-0000
25 Canyon Ct.	01-33-203-005-0000
27 Canyon Ct.	01-33-203-006-0000
29 Canyon Ct.	01-33-203-007-0000
31 Canyon Ct.	01-33-203-008-0000
1 Chaco Ct.	01-28-409-012-0000
2 Chaco Ct.	01-28-410-001-0000
3 Chaco Ct.	01-28-409-011-0000
4 Chaco Ct.	01-28-410-002-0000
5 Chaco Ct.	01-28-409-010-0000
6 Chaco Ct.	01-28-410-003-0000
7 Chaco Ct.	01-28-409-009-0000
8 Chaco Ct.	01-28-410-004-0000
9 Chaco Ct.	01-28-409-008-0000
10 Chaco Ct.	01-28-410-005-0000
11 Chaco Ct.	01-28-409-007-0000
12 Chaco Ct.	01-28-410-006-0000
20 Chaco Ct.	01-28-406-008-0000
21 Chaco Ct.	01-28-406-016-0000
22 Chaco Ct.	01-28-406-009-0000
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25 Chaco Ct.	01-28-406-014-0000
26 Chaco Ct.	01-28-406-011-0000
27 Chaco Ct.	01-28-406-013-0000
1 Denali Ct.	01-28-408-006-0000
2 Denali Ct.	01-28-409-001-0000
3 Denali Ct.	01-28-408-005-0000
4 Denali Ct.	01-28-409-002-0000
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20 Denali Ct.	01-28-406-018-0000
21 Denali Ct.	01-28-407-006-0000
22 Denali Ct.	01-28-406-019-0000
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Address	PIN#
25 Denali Ct.	01-28-407-004-0000
26 Denali Ct.	01-28-406-021-0000
27 Denali Ct.	01-28-407-003-0000
28 Denali Ct.	01-28-406-022-0000
29 Denali Ct.	01-28-407-002-0000
30 Denali Ct.	01-28-406-023-0000
31 Denali Ct.	01-28-407-001-0000
1 Joshua Ct.	01-33-207-008-0000
2 Joshua Ct.	01-33-207-009-0000
3 Joshua Ct.	01-33-207-007-0000
4 Joshua Ct.	01-33-207-010-0000
5 Joshua Ct.	01-33-207-006-0000
6 Joshua Ct.	01-33-207-011-0000
7 Joshua Ct.	01-33-207-005-0000
8 Joshua Ct.	01-33-207-012-0000
9 Joshua Ct.	01-33-207-004-0000
10 Joshua Ct.	01-33-207-013-0000
20 Joshua Ct.	01-33-201-002-0000
22 Joshua Ct.	01-33-201-003-0000
24 Joshua Ct.	01-33-201-004-0000
26 Joshua Ct.	01-33-201-005-0000
28 Joshua Ct.	01-33-201-006-0000
30 Joshua Ct.	01-33-201-007-0000

All in South Barrington, IL 60010