

Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association

This Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of Knolls of Huntington Homeowners Association (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", is recorded for the purpose of amending and restating the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association (hereinafter referred to as "2000 Declaration"), which was recorded with the Recorder of Deeds of DuPage County, Illinois on February 16, 2000 as Document No. R2000-023680 and the By-Laws of Knolls of Huntington Homeowners Association (hereinafter referred to as "2000 By-Laws"), which were recorded with the 2000 Declaration as an Exhibit thereto, and all prior amendments to such documents. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of Knolls of Huntington Homeowners Association in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the 2000 Declaration and 2000 By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board of Directors.

RECITALS

WHEREAS, the Knolls of Huntington Homeowners Association (hereinafter the "Association") through its Board of Directors (hereinafter the "Board") administers the property legally described in Exhibit "A" (hereinafter referred to as the "Knolls of Huntington");

WHEREAS, the Knolls of Huntington was made subject to the 2000 Declaration and 2000 By-Laws, which were recorded with the Recorder of Deeds of DuPage County, Illinois on February 16, 2000 as Document No. R2000-023680;

WHEREAS, the 2000 Declaration was amended by the Knolls of Huntington Homeowners' Association Declaration of Covenants and Restrictions Amendment No. 1, which was recorded with the Recorder of Deeds of DuPage County, Illinois on May 26, 2015 as Document No. R2015-055149;

WHEREAS, the 2000 By-Laws were amended by the Knolls of Huntington Homeowners' Association Bylaws Amendment No. 1, which was recorded with the Recorder of Deeds of DuPage County, Illinois on May 26, 2015 as Document No. R2015-055150;

WHEREAS, the 2000 Declaration and 2000 By-Laws were further amended by the Second Amendment to the Restatement of the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association and the By-Laws of Knolls of Huntington Homeowners Association, which was recorded with the Recorder of Deeds of DuPage County, Illinois on September 3, 2020 as Document No. R2020-098931;

WHEREAS, the 2000 Declaration was further amended by the Third Amendment to the Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association, which was recorded with the Recorder of Deeds of DuPage County, Illinois on November 24, 2020 as Document No. R2020-142948;

WHEREAS, the Board of Directors desires to amend and restate the 2000 Declaration and 2000 By-Laws, as amended, replacing them, in their entirety, with this Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association and the Amended and Restated By-Laws of Knolls of Huntington Homeowners Association, attached hereto as Exhibit "B";

WHEREAS, the Board of Directors affirmatively elects to have the Association be covered by the Illinois Common Interest Community Association Act (hereinafter the "Act") in accordance with the provisions of Section 1-75(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-75(a));

WHEREAS, the Board of Directors desires to amend the 2000 Declaration and the 2000 By-Laws, to conform those documents to the current provisions of the Illinois

Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association and the Amended and Restated By-Laws of Knolls of Huntington Homeowners Association, attached hereto as Exhibit "B", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association and the Amended and Restated By-Laws of Knolls of Huntington Homeowners Association, attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, DuPage County, Illinois.

NOW THEREFORE, the 2000 Declaration is hereby restated and amended as follows:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1.01: Existing Subdivided Property

The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as the "Knolls of Huntington."

ARTICLE II

GENERAL PURPOSES

The purpose of this Declaration is to provide for high standards of maintenance in the Knolls of Huntington so as to:

1. Ensure a residential community of the highest quality and character for the benefit and convenience of all owners of property and all residents of the Knolls of Huntington;
2. Benefit the property owners of the Knolls of Huntington by preserving the values and amenities of the Knolls of Huntington community by:
 - a. Protecting property values and amenities of the Knolls of Huntington community;
 - b. Promoting, protecting, and maintaining the open spaces and the park-like setting within the Knolls of Huntington;
 - c. Furthering the objectives of the homeowners, which, through its Association, shall maintain certain common areas, administer and

enforce the covenants and restrictions, as well as the By-Laws, and collect and disburse the assessments and charges hereinafter created.

ARTICLE III

ASSOCIATION

Section 3.01: **Creation**

The Association was incorporated under the laws of the State of Illinois as a not-for-profit corporation named the Knolls of Huntington Homeowners Association. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed in its Articles of Incorporation and By-Laws, in this Declaration, and by applicable law. Neither the Articles of Incorporation nor the By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.02: **Membership**

Every person or entity who is a record owner of a lot in the Knolls of Huntington or who is the beneficiary of a land trust holding title to a lot in Knolls of Huntington shall be a member of the Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his/her ownership of a lot in the Knolls of Huntington at which time the new owner shall automatically become a member of the Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in the Knolls of Huntington, all such persons or entities shall be members.

Each member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations promulgated from time to time by the Association or its Board.

Any person or entity who holds an interest in a lot in the Knolls of Huntington merely as a security for the performance of an obligation shall not be a member of the Association.

Section 3.03: **Voting Rights**

The Association shall have one class of voting membership. Voting members shall be all record owners of lots in the Knolls of Huntington and all beneficiaries of trusts holding title to lots in the Knolls of Huntington. Members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in the Knolls of Huntington, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot. The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's lot remains unpaid.

Section 3.04: **Duties and Responsibilities of the Association**

The Association shall be the governing body for all the owners and beneficiaries of title holding land trusts of lots in the Knolls of Huntington. The Association shall assume the following responsibilities and shall have and perform each of the following duties:

- a. to provide for high standards of maintenance of the subdivision and to make and promote the desired character of the Knolls of Huntington;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom, exclusively for the purposes of the Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Association;
- d. to maintain, repair, and replace the following in the Knolls of Huntington:
 - i. the parkways along Naper Boulevard;
 - ii. all vegetation in the landscape easements planted by the developer of the Knolls of Huntington or the Association except grass;
 - iii. grass in the landscape easements between the right-of-way lines of Naper Boulevard and the innermost row of vegetation planted by the developer of the Knolls or Huntington or the Association along said roadway (the grass between the innermost row of vegetation and the side of the easement furthest from the right-of-way line shall be maintained by each lot owner);
 - iv. all entrance monuments and accompanying landscaping and grass (said entrance monuments, landscaping, and grass shall be located within landscape easements granted by the developer of the Knolls of Huntington);
 - v. any median strips or cul-de-sac islands;
 - vi. any property owned or leased by the Association;
 - vii. sidewalks along Naper Boulevard; and
 - viii. all entry signs;

- e. to operate, maintain, and repair Lots 32 and 40 of the Knolls of Huntington and the storm water management facilities located thereon;
- f. to provide for a general fund to enable the Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
- g. to enforce any lien for nonpayment of any assessment;
- h. to pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association, to the extent that such taxes and assessments are not levied directly upon the members; and the Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;
- i. to obtain and maintain policies of insurance, which include but are not limited to property and liability insurance policies obtained through a competitive process, which are reasonably necessary or appropriate to carry out the functions of the Association; homeowners shall be advised of any proposed changes and reasons for same;
- j. to make, establish, promulgate, amend or repeal and reenact this Declaration and the By-Laws pursuant to the terms thereof, covering any and all aspects of its functions, including the use and occupancy of the Association property and the Commons Area;
- k. to maintain those records of the Association provided for in Section 1-30(i) of the Act and make them available for examination and copying at convenient hours of weekdays by the owners, their mortgagees, and their duly authorized agents or attorneys;
- l. to carry out and enforce all duties of the Association set forth in this Declaration;
- m. to take any reasonable action necessary to effectuate the purposes of this Declaration;
- n. to elect a Board to manage the affairs of the Homeowners Association; and
- o. to obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association.

The responsibility of the Association under the foregoing clauses (d) and (e) shall include, but not be limited to, mowing, watering, reseeding, fertilizing, weeding, and pruning. The owners of lots on which exist landscape easements shall permit the Association, through its designated members, employees, or agents, to come upon their lots within said easements for the purpose of maintaining said grass and vegetation located in said easement. Further, said owners may not prune, remove, or otherwise alter the vegetation, grass, or trees planted in said landscape easements. Trees on parkways of the Knolls of Huntington must only be removed if, in the opinion of the Board, following professional consultation, the trees are 1) dead, 2) diseased, or 3) dangerous to residents and passersby along

the parkways. The owners of lots that are contiguous to Naper Boulevard may not construct a fence within the landscape easements.

The Association shall not pay for the cost of replacing or repairing any sidewalks, or snow removal of sidewalks along Naper Boulevard, to a greater extent than that imposed by the City of Naperville under ordinances concerning sidewalk repair and replacement along arterial roadways.

Section 3.05: Powers and Authority of the Association

The Association shall have the powers of an Illinois nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts, which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Illinois or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the following powers and authority at all times:

- a. The Association shall have the power and authority to levy assessments in accordance with and as provided in Article IV, Section 4.06 of this Declaration.
- b. Where a violation of this Declaration has occurred, the Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration. The procedure for doing so is described in Article XI of this Declaration.
- c. The Association, represented by the Board, shall have the powers and authority:
 - i. to retain and pay for legal and accounting services necessary or proper in the normal operation of the Association; See Article XI of this Declaration for a description of procedures to be used by the Board in non-routine legal situations.
 - ii. to pay for water, landscaping, gardening, and all other utilities or services to and all maintenance of the Association property and the easements, in accordance with this Declaration; and
 - iii. to obtain and pay for any other property and services and to pay any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law or this Declaration.

Section 3.06: **Indemnity**

The Association shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, by reason of the fact that such person is or was a director, officer, or committee member of the Association or the Board, against all claims and expenses (including attorney's fees reasonably incurred by such person) arising in connection with such action, suit or proceeding, if it is found and determined by a majority vote of the Homeowners Association or by a Court that such person (i) in carrying out his or her duties as a director, officer, or committee member of the Association or the Board, acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, and (ii) with respect to any action or proceeding, excluding criminal action, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any action or proceeding, excluding criminal action, had reasonable cause to believe that such person's conduct was unlawful.

The Board shall maintain liability insurance on behalf of any person who is or was a director, officer, or committee member of the Association or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such.

Section 3.07: **Board of Directors**

The affairs in the Association shall be managed by a Board.

The number, tenure, and qualifications of directors, their term of office, manner of election, and removal and method of operation of the Board shall be as set forth herein and in the By-Laws.

The Board shall consist of five (5) directors, each of whom shall be a member of the Association. Directors shall each serve a term of two (2) years. As has been the practice for electing directors, the objective shall be to ensure continuity from year to year by electing three (3) directors in one year and the other two (2) directors the following year. The Board may add up to two (2) additional positions to be filled at election for a total of seven (7) directors. In the event the Board adds additional positions to the Board, the Board shall determine during which years such positions shall be up for election.

There shall be an annual election to fill the offices of directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held

around or about the end of the Association's fiscal year of each year. Cumulative voting shall apply in the election of the directors. There shall be one (1) vote for each lot in the Knolls of Huntington.

If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the Association membership or until members holding twenty percent (20%) of the votes of the Association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by membership holding twenty percent (20%) of the votes of the Association requesting such a meeting.

The Association, by a two-thirds (54 members) vote of the membership (80 homes), present in person or by written proxy, may remove an elected or appointed director, only after a special meeting is held of the Association that is duly called for this purpose. A quorum (actual members present) shall consist of twenty percent (20%) of the total membership (16 members) who must be present at said meeting of the voting members in order for the meeting to be conducted. See Section 3.08 of this Article.

The regular meeting of the Board shall be held immediately after and at the same place as each annual membership meeting.

Special meetings of the Board may be called on the order of the president, on the motion in writing of twenty-five percent (25%) of the directors on the board, or as otherwise provided in the By-Laws. Unless the By-Laws specify a longer period, at least three (3) days' notice of such special meeting, specifying its purpose, shall be given by mail or by personal service to each director.

A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board, but a less number may adjourn from time to time.

The officers of the Association shall be a president, vice president, secretary, and treasurer. They shall all be directors. Immediately following the annual homeowners meeting, the Board shall hold their regular meeting for the purpose of electing officers. These officers shall hold their respective positions for one year until their successors are elected and qualified. The officers shall be subject to the control of the Board and may be removed by the majority of the directors at any regular meeting or at any special meeting called for that purpose. The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Association.

The members of the Board and the officers thereof shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them.

In the event of any disagreement between any members of the Association relating to the maintenance, repair, or replacement of the parkways, landscape easements, median strips, cul-de-sacs islands, entrance monuments, Lots 32 and 40, storm water management facilities or sidewalks, the use or operation of the common property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination shall be made by application of the provisions of Article XI of this Declaration.

The Board shall give the members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a Prescribed Delivery Method or by posting copies of notices of meetings in entranceways or other conspicuous places in the common areas of the Knolls of Huntington at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more homes, the Board may designate one or more locations in the proximity of these homes where the notices of meetings shall be posted. The Board shall give members notice of any Board meeting, through a Prescribed Delivery Method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting. As used in this Declaration and the By-Laws, the term "Prescribed Delivery Method" means "mailing, delivering, posting in an Association 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 Association's Declaration, By-Laws or rules and regulations".

Meetings of the Board shall be open to any homeowner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to 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) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or homeowner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any member.

The Board must reserve a portion of the meeting of the Board for comments by members; provided, however, the duration and meeting order for the member comment period is within the sole discretion of the Board.

The Board shall meet at least four (4) times annually.

Section 3.08: Meetings

There shall be an annual meeting of the voting members around or about the end of each fiscal year of the Association. The purpose of each annual meeting shall be to conduct Association business and to elect directors. A quorum shall consist of twenty percent (20%) of the total membership (being 16 members) who must be present, in person or by proxy, at said meeting of the voting members (80 homes – one vote per home) in order for the meeting to be conducted or business to be transacted.

Special meetings of the voting members of the Association may be called at any time for the purpose of considering matters, which by the terms of this Declaration, require the approval of the voting members, or for any reasonable purpose. Said meetings may be called by the president, the Board, or the voting members having, in the aggregate, not less than twenty percent (20%) (16 members) of the total votes of the Association. Special meetings shall be held as provided in the Association By-Laws.

A quorum shall consist of twenty percent (20%) of the total membership (16 members) who must be present, in person or by proxy, at said meetings of the voting members in order for the meeting to be conducted or business to be transacted. Unless otherwise expressly provided herein, in the By-Laws, or required by the Act, the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Association, elections may be held and any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present, in person or by proxy, at such meeting.

Written notice, via Prescribed Delivery Method including, but not limited to, United States mail, personal delivery or electronic mail (e-mail), of any regular or special meeting shall be distributed not less than ten (10) days nor more than thirty (30) days prior to regular or special membership meetings, stating the date, place, and the hour of the meeting. In the case of a special meeting, such notice shall also include the purpose for which the special meeting is being called. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

At meetings of members, a member may vote:

- (1) by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless this Declaration, the By-Laws or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or
- (2) by submitting an Association-issued ballot in person at the election meeting; or
- (3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in this Declaration or the By-Laws; or
- (4) by any electronic or acceptable technological means.

Votes cast under any of the aforementioned voting methods are valid for the purpose of establishing a quorum.

Section 3.09: Loans and Encumbrances

Neither the Association nor the Board may obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval of a majority (41 members) of the Association (80 homes) present in person or by written proxy at a membership meeting duly called for this purpose. The presence in person at said meeting of the voting members having twenty percent (20%) of the total votes (16 members) of the Association (80 votes) shall constitute a quorum in order for the meeting to be conducted. See Section 3.08 of this Article. However, said loan or encumbrance must be approved by a majority of the total members, present in person or by written proxy, of the Association.

This provision shall not restrict the power of the Board or the Association to contract for goods or services in the ordinary course of the Association's operations. This provision may not be amended unless a majority of the total members of the Association approve such amendment, in accordance with Article VIII of this Declaration.

ARTICLE IV

MAINTENANCE ASSESSMENTS FOR THE KNOLLS OF HUNTINGTON

Section 4.01: Creation of the Lien and Personal Obligation of Assessments

The developer of the Knolls of Huntington, for each lot owned by it in the Knolls of Huntington, did covenant that each owner of a lot in the Knolls of Huntington by acceptance of a deed or other document of conveyance therefor, whether or not it was so expressed in any deed or other document of conveyance, was deemed to covenant and agreed to pay to the Association regular assessments or charges and special assessments for capital improvements and maintenance

expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 4.02: Purpose of Assessments

The assessments levied by the Association shall be used for any purpose of the Association as specified in this Declaration or the Articles of Incorporation of the Knolls of Huntington Homeowners Association.

Section 4.03: Regular Assessments

The Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4.04: Procedure

The Board shall determine the amount of the assessment against each lot for each assessment year. Each member of the Association shall receive through a Prescribed Delivery Method, at least thirty (30) days but not more than sixty (60) days prior to the 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. The Board shall notify in writing each member of the Association of the amount of the assessment against the member's lot after adoption of the annual budget. The annual assessment shall be paid by each member within thirty (30) days of the Association sending the member notice of the amount of the assessment against such member's lot. The Board shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any lot owner. See Section 4.05 of this Article for the procedure involved in increasing the assessment.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be

conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.05: **Change in Basis of Regular Assessments**

The Board may increase, if financially necessary, the amount and/or basis of the regular assessment during any assessment year, up to twenty percent (20%). This increase in the assessment shall be approved by sixty-six percent (66%) of the members of the Board at a Board meeting. If the regular assessment is over twenty percent (20%), a majority (41 members) vote of the total membership (80 homes), present or by proxy, approving the increase, shall be required at a special meeting of the Association duly called for this purpose. The Board shall provide complete financial data to support an increase in the assessment.

Section 4.06: **Special Assessments**

In addition to the regular assessment authorized by Section 4.03 hereof, the Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, whenever in the Board's opinion such special assessment is necessary to enable the Board to carry out the functions of the Association under this Declaration, provided that (i) if such special assessment is for an amount not greater than one hundred dollars (\$100.00) per lot in the aggregate in any fiscal year, such special assessment shall have been approved by sixty-six percent (66%) of the members of the Board at a Board meeting duly called for this purpose, or (ii) otherwise, such special assessment, if over one hundred dollars (\$100.00), shall be approved by a majority vote of the members of the Association, at a meeting duly called for this purpose. This special assessment could be used for, but is not limited to, Capital Improvements, Maintenance, and Legal Expenses. The Board shall provide complete financial data to support an increase in the assessment.

Section 4.07: **Regular and Special Assessments**

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

- (b) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subsection (a) or (c) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Knolls of Huntington. "Emergency" also includes a danger to the life, health or safety of the membership.
- (c) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.
- (d) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (b) and (c) 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 4.08: **Quorum for any Action Authorized under Sections 4.05 and 4.06**

- (a) **Board of Directors.** The quorum required for any action authorized by Sections 4.05 and 4.06 hereof shall be the presence in person at the meeting of the Board, of that number of directors having sixty-six percent (66%) of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (b) **Association.** A quorum (actual members present) to determine whether a meeting of the Association can be conducted shall consist of twenty percent (20%) of the total membership (16 members) who must be present at said meeting of the voting members in order for the meeting to be conducted.

Section 4.09: **Effect of Non-Payment of an Assessment**

If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner(s), their heirs, devisees, personal representatives, assigns, successors, and grantees and the limitations

on the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owners to pay such assessment, however, shall remain their personal obligation to their successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in DuPage County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 4.10: Subordination of the Lien to Mortgages

The lien of the assessments provided for herein may for any reason be subordinated by the Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots, provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon

accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 4.11: Itemized Accounting

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. The Board shall (i) make available for review to all members 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 expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

ARTICLE V

PROPERTY RIGHT IN THE COMMON PROPERTY

If the Association should purchase or lease any real property, then every owner of a lot in the Knolls of Huntington shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in the Knolls of Huntington. However, the Association may suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 6.01: Responsibility of Owner

Each owner of a lot in the Knolls of Huntington shall provide, at his/her own expense, all of the maintenance, decorating, repairs, and replacement on his/her own lot and keep same in good condition. (Additional responsibilities are defined in Article X of this Declaration).

Section 6.02: Responsibility of Association

The Association shall be responsible for the maintenance, repair and replacement of the property as specified in Article III, Section 3.04(d) and (e) of this Declaration.

Section 6.03: **Liability for Damage to Property**

Each lot owner in the Knolls of Huntington shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Association is responsible for maintaining in the Knolls of Huntington rendered necessary by his/her act, neglect, or carelessness or by that of any member of his/her family or his/her guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VII

COVENANTOR'S RESERVED RIGHTS

Section 7.01: **Easements**

Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may have been granted by the developer of the Knolls of Huntington.

ARTICLE VIII

AMENDMENTS

Section 8.01: **Amendment**

The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board. Said change, modification, or rescission shall require a majority (41 members) vote of the members (80 homes) of the Association, present or by written proxy, at a membership meeting duly called for this purpose. A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) at said meeting of the voting members in order for the meeting to be conducted.

Any change, modification, or rescission concerning the maintenance, repair, and replacement of grass and vegetation in landscape easements granted by the original developer of Knolls of Huntington, must also be approved by seventy-five percent (75%) of the owners of the lots on which such landscape easements exists. Any change, modification, or rescission concerning Article III, Section 3.09 must be approved by a majority of the total members of the Association.

Section 8.02: **Notice of Amendment**

The change, modification, or rescission, accomplished under the provisions of the preceding Section, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE IX

GENERAL PROVISIONS

The property in the Knolls of Huntington subdivision shall be improved and used primarily for single-family residential use, including related or ancillary uses, including the Commons Area and utility easements.

Section 9.01: **Duration**

The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure to the owners of lots and beneficiaries of trusts holding title to lots in the Knolls of Huntington full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years (2015) from the date the 2000 Declaration was recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by (a) the then owners of sixty-six percent (66%) of the lots in the Knolls of Huntington and (b) the then owners of seventy-five percent (75%) of the lots on which landscape easements granted by the original developer of the Knolls of Huntington exist has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any action taken.

Section 9.02: **Notices**

Any notices required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (a) sent by United States mail with postage prepaid to the last known address for the person or entity who appears as the lot owner on the records of the Association at the time of such mailing, or (b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Association at the time of such delivery, or (c) sent electronically to the e-mail address provided by the lot owner or by another Prescribed Delivery Method.

Section 9.03: Rights and Obligations

Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (a) all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration and (b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he/she had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 9.04: Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character, where there will be an efficient operation of the Association, through its Board, where the values and amenities of the community will be preserved, where maintenance of high standards will continue to elevate property values of the homeowners, and where there will be continued protection of the open spaces and park-like setting within the Knolls.

Section 9.05: Covenant in Event of Dissolution of the Association

In the event the Association is dissolved, the owners of lots in the Knolls of Huntington agree that all provisions contained herein regarding maintenance, repair and replacement in the Knolls of Huntington shall still apply and that this Declaration shall be in full force and effect.

Section 9.06: Lot Ownership in 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 beneficiaries thereunder from time to time 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 ownership. 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 ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

Section 9.07: Enforcement

Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any owner of a lot in the Knolls of Huntington to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.08: Severability

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

ARTICLE X

ARCHITECTURAL STANDARDS

GENERAL RESTRICTIONS

Section 10.01: Review of Exterior Construction Plans for Dwelling Units and Modifications to Said Units

No building or other structure shall be commenced, constructed, or erected on any single-family lot in the Knolls of Huntington, nor shall any exterior improvement to or significant change (including painting or staining a home exterior a color not aesthetically and architecturally compatible with the colors of surrounding homes in the Knolls) or other alteration be made to the exterior of any building or structure on a lot, other than emergency repairs or alterations which have no material impact on the external appearance of such building or structure, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing, addressed to the present (and copied to the Board members) for their review.

Improvements shall mean a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money, and is designed to make the property more useful or valuable, as distinguished from ordinary repairs. Significant change shall mean any change

that has a material impact on the external appearance of a building or structure on a lot.

The Board shall determine whether such plans and specifications comply with the terms of this Declaration and the By-Laws. The Board shall notify the owner of the affected lot of its determination promptly, and in no event more than thirty (30) days following receipt of such plans and specifications. If the Board determines that such plans and specifications comply with this Declaration and the By-Laws, the owner of such lot may immediately commence the work described therein. If such plans and specifications do not so comply, the Board may either require compliance or grant a variance for that specific instance (or for any portion of the work described therein), as described below under Variance. In that case, the Board's notice to such owner shall be in writing, and shall specify what changes are required by the Board to comply with this Declaration and the By-Laws. After thirty (30) days, if the Board has not responded in writing, the request shall be deemed approved, and this Section shall be deemed to have been fully complied with.

Building specifications submitted to the Board shall include an estimated time of completion once construction begins. Additional time shall be allowed for changes to the plan or for extraordinary delays or circumstances outside of a homeowner's control that delay the start of or completion of construction, provided that the Board is advised at that time and an amended timetable for completion is submitted in writing.

Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an owner upon any lot within the Knolls. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of permitted signs or similar activities, provided that such construction (i) has been permitted by the appropriate governmental authorities, (ii) is conducted during daylight hours, and (iii) is pursued to completion with reasonable diligence and conforms to construction practices customary in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Board, provided that such waiver shall be only for the reasonable period of such construction.

- a. **Variance**. The Board may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Knolls of Huntington. All variances must be evidenced by a written instrument and must be signed by a majority of the Board. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Declaration applicable to the lots for

any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

- b. **Work in Progress**. Once a building plan submitted by a homeowner has been approved by the Board, the Board shall be allowed to inspect any work in progress, or at completion of the structure, to ensure compliance with Board approved plans and specifications. Any significant change of a plan originally submitted and approved by the Board, affecting the exterior of a dwelling unit, must be re-submitted by the homeowner to the Board, prior to the change, for approval. Otherwise, ordinances of the City of Naperville apply.
- c. **Waiver of Future Approvals**. The approval or consent of the Board to any plans and specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

Section 10.02: Construction in Place

Anything constructed on the property, including materials utilized, shall comply with the requirements of the ordinances of the City of Naperville, including but not limited to securing proper building permit(s).

Section 10.03: Unfinished Structures

No structure shall remain unfinished for more than ninety (90) days (or such longer period of time as shall have been specified in the plans submitted to the Board) after construction has commenced. If circumstances outside of a homeowner's control delay construction and completion of the structure, the homeowner must advise the Board of same at that time, and establish an amended timetable for completion.

Section 10.04: Temporary Structures

No tent, shack or other temporary building, improvement or structure shall be placed in the Knolls of Huntington without the approval of the Board, with the exception of tents erected for children in single-family lots, camping out for play, for an overnight stay, or for a special party/family event.

Section 10.05: **Mobile Homes, Travel Trailers, Trucks, and Recreational Vehicles**

No trailers (including camping/travel trailers), graders, boats, tractors, wagons, buses, motorcycles, motor scooters, trucks with Class B or higher license plates (except sports utility vehicles [SUVs] and light pickups), mobile homes, or other vehicles of any type whatsoever shall be parked, stored, placed, or left unattended, permanently or temporarily on any of the single-family residential lots in the Knolls of Huntington, in accordance with the ordinance of the City of Naperville, except in an enclosed garage, and except that boats, campers, and mobile homes may be parked temporarily for vacation planning, cleaning, etc., for up to and including seven (7) days. Notwithstanding the foregoing, the operable automobile being used by the owners, occupants and their invitees of any of the residential lots in the Knolls of Huntington may be parked on the owners' driveways and public streets as permitted by law. Inoperable automobiles shall not be parked in the owners' driveways for more than three (3) days. No repair or maintenance work shall be done on any of the foregoing or on any automobile, other than minor emergency repairs, except in enclosed garages.

Section 10.06: **Signs**

No sign of any kind shall be erected if not in accordance with the ordinance of the City of Naperville. No sign of any kind shall be displayed to the public view on any lot, easements, or the Commons Area, except those cases listed below:

- (a) builders/remodelers may display one (1) sign of not more than four (4) square feet on a lot or the residential structure during the construction period to advertise;
- (b) any owner or agent thereof may display one (1) sign of not more than four (4) square feet on a residential lot to advertise the lot and residence for sale, or for a garage sale on residential lots and/or the Commons Area;
- (c) signs required for legal proceedings;
- (d) signs in front of homes announcing that an invisible fence is installed on the lot; and
- (e) the Association or the Board may display one (1) sign at each entrance to the subdivision to announce meetings or other events deemed to be of interest to the neighborhood by the Association or the Board.

Section 10.07: **Animals—Household Pets**

No animals, livestock, or poultry of any kind, wild or dangerous animals, or any other type of animal shall be raised, bred, kept, or cared for on any single-family lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained primarily for any commercial purpose. No kennel or breeding operation will be allowed. No animal shall be allowed to

make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed in the Knolls of Huntington other than on the lot of its owner unless confined to a leash. No animal shall be allowed to run at large. No household pets whatsoever shall be housed anywhere on any of the lots except inside the dwelling unit. Household pets are not to be left unattended outside of homes unless the homes have physical or invisible fences. After ratification of this Declaration, homes where invisible fences will be installed shall be marked with a sign from the installer indicating same to passersby. All homes with existing invisible fences shall have a sign indicating the presence of such a fence to passersby. The Board recommends that all other homeowners with invisible fences place a sign at the front of their property indicating the presence of an invisible fence on their lot. It is the pet owner's responsibility to comply with the Naperville Leash Law and Nuisance Law. Cleaning up after the pet is the pet owner's responsibility, both on his/her own property, property of any neighbor, the easements, or the Commons Area property.

Section 10.08: Towers and Antennas

No exterior television antenna, radio antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of the residence shall be erected, installed, maintained or used on any single-family residential lot in the Knolls of Huntington unless such a device is erected, installed, maintained, and used in full compliance with the Telecommunications Act of 1996, or subsequent revisions thereto, regulations promulgated thereunder, ordinances of the City of Naperville, and all the applicable health and safety codes and regulations.

Any such device shall be located to the rear of the roof ridge line, gable line, or center line of the principal dwelling structure, if attached to such structure, and shall be located to the rear of the rear wall of the principal dwelling structure if it is a free-standing device; and no such device shall be permitted to extend above the roof of the primary dwelling structure so as to be visible from any street adjoining said lot, unless such location impairs the homeowner's ability to install, maintain, or use such a device. (All such devices shall be painted so that they blend into the background against which they are mounted, unless such painting interferes with reception or imposes unreasonable costs.)

Section 10.09: Pools

No above-ground pools of any type, with the exception of small swimming or wading pools for young children that are emptied nightly, and covered spas/hot tubs shall be erected, installed, or maintained upon any single-family residential lot in the Knolls of Huntington. All in-ground pools must be fenced in accordance with the ordinances of the City of Naperville. Any such fence shall comply with the ordinances of the City of Naperville and must be approved by the Board.

Section 10.10: **Accessory Buildings or Structures for Storage**

No accessory buildings or structures shall be constructed, installed or maintained on any single-family lot in the Knolls of Huntington, with the exception of playhouses or structures for recreational use.

Section 10.11: **Fences**

In order to preserve the park-like setting, natural quality and aesthetic appearance of the Knolls of Huntington, no fences shall be permitted except around swimming pools, as required by law. Any fence erected around a swimming pool shall not extend to the front of the home or lot. The fenced area may include the entire backyard of the lot, but shall not extend beyond the rear walls of the home. The fence shall be in compliance with the ordinances of the City of Naperville and must be approved by the Board. No cyclone or stockade or chain link fences shall be permitted on any single-family lot in the Knolls of Huntington. Fences that existed prior to January 18, 2000, shall be considered to have been grandfathered in, except that they shall be maintained in good repair at all times.

Section 10.12: **Exterior Requirements**

The exterior color of each house shall aesthetically and architecturally blend with and enhance the appearance of the subdivision. Homeowners shall maintain each lot in the Knolls of Huntington in a manner that maintains the community's high standards, preserves its values and amenities, and elevates the property values of the homeowners. This includes, but is not limited to the condition of the painted/stained house exterior, garage doors, windows, and shutters.

Section 10.13: **Condition of Property—Rubbish and Debris**

No unsightly growth, including, but not limited to dead trees, shrubs, and grass, shall be permitted to grow or remain upon any of the single-family residential lots, and no refuse pile or unsightly objects shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary and covered containers that must be properly maintained. No odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the property or to its occupants. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages, or appropriately screened from view, on each of the lots, except on such days or previous evenings after 7:00 p.m., as such trash, garbage, or other waste material is so collected and removed. The Board shall take into account additional time that may be required by residents for cleanup after storm, flood, and/or wind damage to homes or premises. The term "unsightly" is hereby

defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

Section 10.14: Unsightly Articles

No article of personal property deemed to be unsightly by a majority vote of the Association shall be permitted to remain on any single-family residential lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, ladders, construction materials, and garden maintenance equipment shall at all times, except when in actual use, be kept in garages or screened from view. Service areas, storage areas, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, compost piles, shrub or tree clippings, metals, bulk materials, construction materials, scrap refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Knolls of Huntington, except within garages or appropriately screened from view; except that tree clippings and leaves are permitted during the weeks when the City of Naperville is scheduled to pick up such clippings along the streets of the Knolls. The term “unsightly” is hereby defined as a condition that detracts from the high quality of life, open spaces, and the park-like setting of the Knolls of Huntington.

Section 10.15: Landscaping Requirements

“Landscaping” shall mean any modification to a lot, including but not limited to any berming, irrigation systems, landscape subsurface drainage systems, paving, and nonstructural retaining walls. Landscaping shall be properly maintained at all times. Recommendations by the Board and a professional landscaper with respect to tree disease control must be followed immediately.

Section 10.16: Window Air Conditioners

No window or wall type air conditioner shall be permitted to be used, placed or maintained on or in any building in any part of the Knolls of Huntington.

Section 10.17: Sidewalks

Each owner shall be responsible for the maintenance and repair of the sidewalk adjacent to such owner's lot and crossing such owner's lot, and shall maintain such portion of the sidewalk in a good condition of repair in accordance with the ordinances of the City of Naperville.

Section 10.18: Drainage of Storm Water

Drainage of storm water into the sanitary sewage system shall not be permitted; except, however, that swimming pools, spa drains and backwash systems may

be temporarily connected to the sanitary sewage system. No septic tank or other means of sewage disposal system (except where allowed by the City of Naperville ordinances) not connected to the sanitary sewage system shall be permitted.

Section 10.19: Hazardous Activities

No activities shall be conducted on any single-family residential lot and no improvements shall be constructed on any lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the lot, and no open fires shall be lighted or permitted except within safe and well-designed fireplaces, within barbecue units, or within open pits while attended and in use for cooking purposes.

Section 10.20: 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 Association in connection with permitting the use of solar energy systems.

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

(2) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the Association's Board of Directors as described herein. Notwithstanding Article X, Section 10.01 of the Declaration, the Association shall have 90 days to approve or deny an Owner's application. No installations shall occur until Owner receives Board's written approval. An Owner's application must also include:

(a) construction and installation drawings with accurate dimensions, exact placement (location), number, and orientation of solar collectors on the roof area immediately above or adjacent to the Lot;

(b) an illustrated brochure of the proposed solar energy system;

(c) an illustrated brochure of the proposed solar collector or solar storage mechanisms;

*Note: commercially or professionally produced wireless, thin-film photovoltaic (PV) cells in the form of rooftop shingles are the only permitted solar collectors

(d) copies of all required permits (state, county, city, and/or municipality);

*Note: City of Naperville requires building and electrical permits for installation of solar energy systems

(3) The Board of Directors shall have the sole discretion in approving an Owner's specific modules or products used for its solar collectors, solar storage mechanisms and/or solar energy systems, which shall be submitted with the Owner's application. The Owner's application and installation shall comply with the Association's Declaration and any Rules and Regulations adopted by the Board of Directors for the Association.

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

(5) 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 as a result of the installation of solar collectors, solar storage mechanisms and/or solar energy systems.

(6) 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 to the Board.

(7) 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 permits required by the state, county, village or municipality. Proof of permit(s) shall be submitted to the Board prior to installation.

(8) Solar collectors shall be installed only on the Owner's roof and shall be, upon installation, completely contained within the vertical plane of the exterior wall lines of the single family structure. Under no circumstances shall any solar collectors extend beyond the bounds of the Owner's roof. Ground-mounted, pole-mounted, or any other free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Association's Property.

(9) Any reinstallation, addition, alteration or modification to the solar energy system requires the Board's written prior approval. The Owner shall submit new application to the Board in compliance with this Section of the Declaration, including applicable permits.

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

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

(11) Roof solar collectors shall be consistent in color with existing roof shingles and shall be painted and/or anodized when appropriate. As noted above, commercially or professionally produced wireless, thin-film photovoltaic (PV) cells in the form of rooftop shingles are the only permitted solar collectors.

(12) All plumbing lines shall be concealed on exterior of the Owner's single family structure, if possible. All plumbing lines shall be painted the same as the structure's exterior color and other materials adjacent to the system.

(13) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, shall be self-extinguishing.

(14) The Board of Directors shall determine the specific location where solar energy systems may be installed on the roof. The solar energy system shall not be installed on the front roofline of a home unless it is impossible to be placed on the rear roofline with an orientation to the south or within 45 degrees east or west of due south, provided that the determination does not impair the effective operation of the solar energy system.

(15) 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 Association Property, Common Area, and/or a neighboring Lot, the Owner shall be liable for any such damage, maintenance and repairs as may be necessary and as determined by the Board of Directors, within its discretion.

(16) Upon non-use or abandonment of a solar energy system, the Owner shall remove such system within ninety (90) days from initial date of non-use. If solar energy system is damaged or destroyed, the Owner shall cause repairs to such system or removal of such system within ninety (90) days of initial damage or destruction.

(17) 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 Lot or Owners.

(18) Upon sale of Owner's single family structure, and buyer's written rejection of the installed solar energy system, including disagreement to maintain and assume responsibility of such system, Owner must uninstall and remove system at Owner's cost.

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

(20) General Information.

(a) If a violation is reported and confirmed of this Section 10.20 of the Declaration, the Board shall notify the defaulting Owner in writing to correct violation in a timely manner. If not corrected in timely manner, the Board may levy fines in accordance with the Association's rules and regulations.

(b) Owner's failure to properly maintain his/her solar energy system, and/or failure to undertake repairs, may result in the Association undertaking legal action, within the Board's discretion.

(c) The Board may take legal action against the defaulting Owner at any point after a violation has been confirmed.

(d) If any portion of this Section 10.20 of the Declaration is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions.

(e) The Owner hereby indemnifies and holds harmless the Board of Directors, the Knolls of Huntington Homeowners Association, its agents and members from any and all claims, controversies, or causes of action resulting from the installation or use of a solar energy system, including the payment of any and all costs of litigation and attorney's fees.

ARTICLE XI

COMPLIANCE, BREACH OF COVENANTS, AND DEFAULT

This Declaration shall not be subject to the strict construction rule. Instead, it shall be construed in a reasonable manner, to promote the high quality of life, open spaces, and the parklike setting of the Knolls of Huntington subdivision.

Section 11.01: Rights and Remedies

Each owner is bound by and shall comply with the terms of this Declaration and by all amendments, changes, and modifications thereto. A failure by an owner to comply with this Declaration shall constitute a default by such owner. If a default occurs, the Board shall have the right to submit the issue to mediation, to recover damages at law, to procure injunctive relief, or to avail itself of any other rights or remedies permitted at law or in equity. The rights and remedies of the Board shall be cumulative and may be enforceable concurrently in a single proceeding.

Section 11.02: Recovery of Suit Expenses

In any proceeding commenced, based upon, or arising out of an alleged default by an owner or the Board, the prevailing party shall be entitled to recover any reasonable expense of the proceeding, including reasonable attorneys' fees.

Litigation costs should be assessed against the members of the Association, from the onset of the Board's decision to litigate a homeowner's violation of this Declaration and the By-Laws, after the Board has determined that all efforts by the Board, directed at resolving the problem, including mediation, have failed, and a decision must be rendered in a court of law.

Section 11.03: **Litigation Controls**

The following process shall be undertaken to enforce any term or provision of this Declaration or the By-Laws. First, the Board shall attempt to resolve any issue arising under this Declaration or the By-Laws with the homeowner in default. Second, the Board shall attempt to resolve the issue through mediation. The Board shall oversee the process, but no member of the Board shall be a member of the mediation team. The mediation team shall be comprised of five (5) homeowners chosen randomly from the members of the Association. Third, should the mediation process fail, or if any of the parties refuses to submit to such mediation, a special meeting of the Association shall be convened, at which a vote of the majority (41 members) of the Association, present or by written proxy, shall be taken whether to litigate the matter. A quorum shall consist of twenty (20%) percent of the total membership (16 members present) in order for such a meeting of the membership (80 homes) to be conducted. Should the Association vote to commence the prosecution, the timeframe to be used by the Board for providing a specific accounting to the membership of the costs associated with the litigation shall be established. Such a meeting also may consider any other matters concerning such proceeding, including the time and manner of prosecuting the same and any terms of settlement.

The decision whether or not to commence prosecution of the illegal action, by a majority vote of the Association in attendance at such a meeting, duly called for such purpose, shall be binding.

- (a) **Emergency Enforcement of the Declaration or Bylaws.** In the case of a default by a homeowner, or of any issue arising under this Declaration or the By-Laws that require immediate filing of any legal proceeding to enforce any term or provision of the Declaration or the By-Laws on an emergency basis, the Board shall, immediately upon filing, or as soon as practicable, deliver written notice thereof to the members of the Association. The Board shall then proceed with steps one through two as outlined above, in this Section. If the party refuses to submit to mediation, or if the issue is not resolved at the mediation level, the Board shall, as its next step, call a meeting of the Association to decide whether to continue the prosecution of or to dismiss such a proceeding. Should the Association vote to continue with the proceeding, the timeframe to be used by the Board for providing a specific accounting to the membership of the costs associated with the litigation shall be established. Such a meeting also may consider any other matters concerning such

proceeding, including the time and manner of prosecuting the same and any terms of settlement.

A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) in order for such a meeting of voting members of the Association to be conducted.

The decision whether or not to continue prosecution of the illegal action by a majority vote, in person or by written proxy, of the Association in attendance at a meeting duly called for such a purpose, shall be binding.

- (b) Appeals.** A decision by the Association to proceed with litigation shall not apply to appeal(s) of the case and shall be decided at a special meeting of the Association, duly called for this purpose. A quorum (actual members present) shall consist of twenty (20%) percent of the total membership (16 members present) in order for such a meeting of voting members of the Association to be conducted. The Board shall provide a specific accounting to the membership of the costs associated with an appeal. The decision whether or not to appeal, shall be by a majority vote, in person or by written proxy, of the Association in attendance at a meeting duly called for such a purpose, shall be binding.

END OF TEXT OF DECLARATION

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
(630) 690-6446

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage

The undersigned hereby certifies that I am the duly elected, qualified and acting Secretary of the Board of Directors of the Knolls of Huntington Homeowners Association, and that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Covenants and Restrictions for Knolls of Huntington Homeowners Association and the Amended and Restated By-Laws of Knolls of Huntington Homeowners Association, attached hereto as Exhibit "B", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of the Knolls of Huntington Homeowners Association at a Board meeting. I hereby further certify that a majority of the Board of Directors of the Knolls of Huntington Homeowners Association affirmatively elects to have the Knolls of Huntington Homeowners Association be covered by the Illinois Common Interest Community Association Act in accordance with the provisions of Section 1-75(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-75(a))

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of May, 2021.

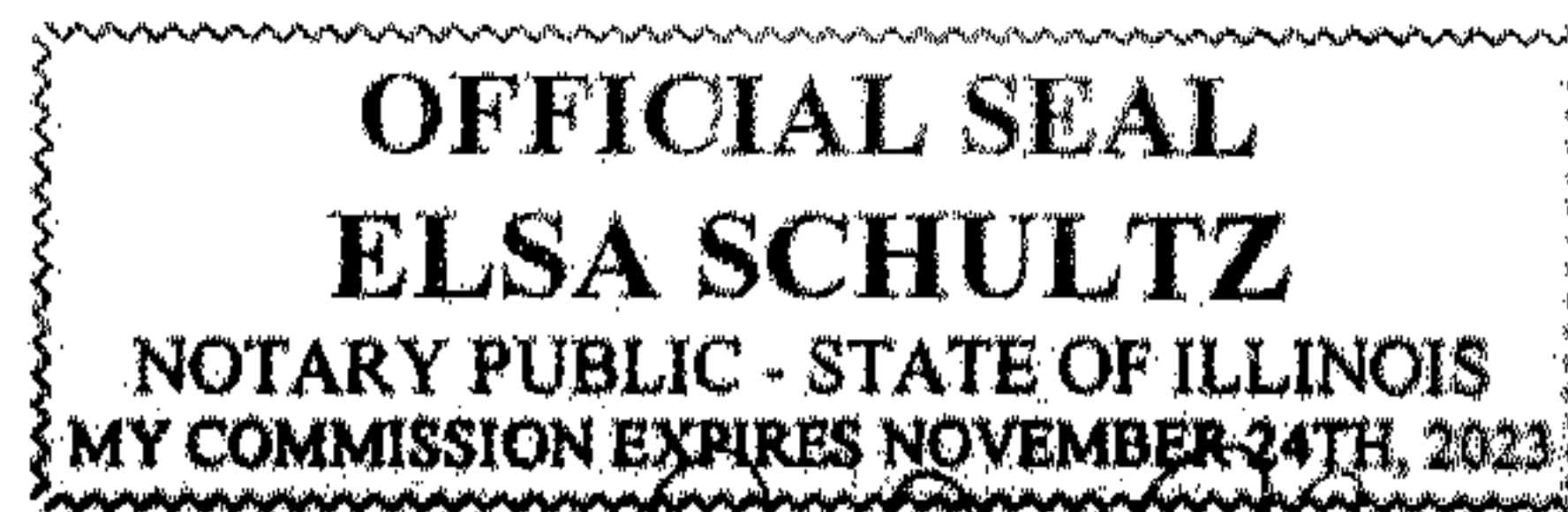
Knolls of Huntington Homeowners Association

Jennifer Dunne
[Printed Name]

By: Jennifer Dunne
As Secretary of the Board of Directors

I, ELSA SCHULTZ, a Notary Public, hereby certify that on the above date, the above Secretary of the Board of Directors of Knolls of Huntington Homeowners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Jennifer Dunne



Elsa Schultz 05/20/2021