

**FIFTH AMENDMENT TO THE WESTMINSTER GARDENS HOMEOWNERS  
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS**

This instrument, consisting of \_\_\_\_\_ ( ) pages, is recorded for the purpose of amending the Westminster Gardens Homeowners Association Declaration of Covenants, Conditions, Restrictions, and Easements (hereinafter referred to as "Declaration"), which was recorded on October 11, 2005 in the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2005176542, titled Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements Stansberry Farms Subdivision – Westminster Gardens.

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 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 Recorder of Deeds, Will County, Illinois.

**PREAMBLE**

WHEREAS, the Declaration was recorded on October 11, 2005 in the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2005176542; and

WHEREAS, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements Stansberry Farms Subdivision – Westminster, which was recorded on December 6, 2005 with the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2005212992; and

WHEREAS, the Declaration was amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements Stansberry Farms Subdivision – Westminster, which was recorded on March 29, 2006 with the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2006052843; and

WHEREAS, the Declaration was amended by the Third Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements Stansberry Farms Subdivision – Westminster Gardens, which was recorded on November 3, 2009 with the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2009131319; and

WHEREAS, the Declaration was amended by the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements

Stansberry Farms Subdivision – Westminster Gardens, which was recorded on March 23, 2010 with the Office of the Recorder of Deeds, Will County, Illinois as Document No. R2010029988; and

WHEREAS, the Board of Directors for Westminster Gardens Homeowners Association (“Association”), in compliance with Section 20 of the Homeowners’ Energy Policy Statement Act (765 ILCS 165/1 et. seq.) hereby adopts the Association’s energy policy statement and includes the same within the terms, covenants and provisions of its Declaration; and

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

WHEREAS, this Amendment has been approved by two-thirds 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. Subsection 4.11 titled “Solar Energy System” in Section 4 “Architectural Standards,” following the adoption of this Amendment to the Declaration, shall be deleted in its entirety and in its place shall be the following:

#### 4.11 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 Members of the Association, while encouraging the development and use of solar energy systems in order to conserve and protect the value of land, buildings, and resources.

(a) Definitions: The terms used herein 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 Architectural Review Committee as described herein.

(c) The Architectural Review Committee 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, at his or her own costs, for all maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems. In the event the installation or use of any solar collectors, solar storage mechanisms or solar energy systems causes any damage or destruction to any Common Areas, Dwellings, Lots, or the Property, the Owner installing the solar collectors, solar storage mechanisms or solar energy systems 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, but not limited to, reasonable attorneys’ fees and court

costs incurred by the Association.

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

(g) If the Association determines, in its sole discretion, that the removal of any solar collectors, solar storage mechanisms or solar energy systems is necessary to allow the Association to fulfill its maintenance, repair and replacement obligations described in this Declaration, the Association, as applicable, shall provide reasonable notice to the Owner. It is the obligation of the Owner to complete removal within the time provided by the Association. In the event the Owner fails to complete removal within the time provided, the Association may remove any solar collectors, solar storage mechanisms and solar energy systems and assess all costs incurred back to the Owner's assessment/common expense account. The Association will not be responsible for the safekeeping of any portion of a solar energy system it removes nor will the Association be responsible or liable for any damage caused to a solar energy system or any of its component parts. Upon removal, no solar energy system or any of its component parts may be re-installed without the prior written approval of the Association.

(h) 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. No homemade or non-commercially produced collectors, mechanisms or systems may be installed.

(i) Solar collectors shall only be installed on the roofs of Dwellings and should be, upon installation, completely contained within the vertical plane of the exterior wall line of the Dwelling.

(j) Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on existing plane of roof material, should match the slope of the existing plane of the roof and be flush-mounted with the existing plane of the roof.

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

(l) All plumbing lines should be concealed on the exterior of the Dwelling and the method of installation shown and detailed in the Owner's application described in Paragraph (b) herein. Lines should be painted colors consistent with the Dwelling and other materials adjacent to the system.

(m) Roof solar collectors and solar energy systems should match or closely match the existing roof color.

(n) A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems should be submitted to the Architectural Review Committee as part of an Owner's application under Paragraph (b) herein and should clearly depict the system and define the materials used. Construction drawings for the specific installation should be provided. Drawings should clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Dwelling and the location of any storage tanks.

(o) All applications concerning solar collectors, solar storage mechanisms and solar energy systems made pursuant to Paragraph (b) herein should include calculations indicating the number and area of panels required.

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

(q) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property.

(r) A solar energy system may be installed on the roof of a Dwelling with an orientation to the south or within 45 degrees east or west of due south provided that the orientation does not impair the effective operation of the solar energy system.

(s) 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.

(t) 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 Lots and Dwellings (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 Lots' or Dwellings' sight lines).

(u) The Association does hereby prohibit the installation, placement or construction of rain water collection systems anywhere on the Property.

(v) The Association does hereby the installation, placement or construction of composting systems anywhere on the Property.

(w) The Association does hereby prohibit the installation, placement or construction of wind energy collection systems anywhere on the Property.

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, Bylaws and Rules and Regulations shall continue in full force and effect without change.

**END OF TEXT OF AMENDMENT**

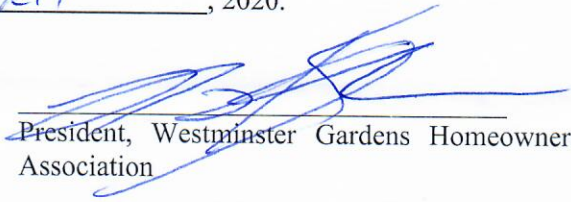
This instrument was prepared by  
and after recording return to:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187

STATE OF ILLINOIS            )  
  )ss  
COUNTY OF WILL            )

The undersigned is the President of Westminster Gardens Homeowners Association, a common-interest community established by the aforesaid Declaration, and by his/her signature below does hereby certify that this Amendment was approved by two-thirds of the members of the Board of Directors at a meeting called for that purpose.

EXECUTED this 8 day of April, 2020.

By:   
\_\_\_\_\_  
President, Westminster Gardens Homeowners Association

I, PENNY S. ZIEMANN, a Notary Public, hereby certify that on the above date, the above President of Westminster Gardens Homeowners Association, which President is personally known to me, appeared before me and acknowledged that, as such President, he/she signed this instrument as his/her free and voluntary act as said President for the uses and purposes therein set forth.

By: Penny S Ziemann

