

Tamarack Fairways Homeowners Association

Energy Policy Statement

WHEREAS, this organization is a not-for-profit corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the affairs of this corporation are managed by its Board of Directors (“Board”); and

WHEREAS, this corporation and its Board of Directors are responsible for managing certain real estate in the County of Will, State of Illinois, which real property is subject to the provisions of the Amended and Restated Declaration for Tamarack Fairways Homeowners Association, which was recorded as Document No. R2015031584 in the Office of the Recorder of Deeds of Will County (hereinafter “Declaration”), as amended from time to time; and

WHEREAS, the of Tamarack Fairways Homeowners’ Association (hereinafter “Association”), is charged with the enforcement of the Declaration for the Association and the By-Laws and all amendments thereto; and

WHEREAS, the Association is bound by the Homeowners’ Energy Policy Statement Act (“the Act”), 765 ILCS 165/1 et seq., and

WHEREAS, the Act requires that the Association adopt an energy policy statement within ninety (90) days after it receives a request to install a Solar Energy System; and

BE IT RESOLVED that the Board has reviewed and approved the Energy Policy Statement listed below; and

ENERGY POLICY STATEMENT

The installation of alternative energy systems shall be in accordance with the following provisions:

I. Definitions.

a) Solar Energy System - a system and its component parts which uses radiant energy from the sun for generating electricity or for heating or cooling gases, solids, liquids, or other materials, including, but not limited to solar panels, which are either building or ground-mounted.

b) Compost System - a system and its component parts used for the storage for the decomposition of organic materials into compost.

c) Wind Energy System - a system and its component parts used for transferring energy from the wind into electricity or power, including but not limited to turbines.

d) Rain Water Collection System - a system and its component parts that collect water from the rain for use.

II. Prohibited Installations.

No Owner shall allow a compost system, wind energy system, or rain water collection system to be installed on the Property.

III. Solar Energy System Installation.

a) As with any exterior addition or modification, an Owner seeking to install any Solar Energy System shall submit an application to the Board, or committee duly authorize by the Board, in a form acceptable to the Board, for written approval. The Solar Energy System shall not be installed until such time as the application is approved in writing. The application shall include the plans and specifications, showing the nature, height, kind, shape, elevation, material and location of the proposed Solar Energy System. In addition, the Owner shall provide the Association with applicable proof of insurance showing full replacement coverage and liability coverage for any potential damage caused by the Solar Energy System.

b) The Board shall have seventy-five (75) days to respond to an application for the installation of the Solar Energy System. The Association may require the posting of a bond to cover costs associated with potential damage to the residence.

c) The installation of any Solar Energy System that has been approved by the Board, or committee duly authorize by the Board, shall be installed by a professional licensed and bonded contractor and shall comply with any applicable standards and requirements imposed by the State or local government. The Owner shall provide the Association with proof of the contractor's insurance, naming the Association as an additional insured.

d) Installation shall be completed in such a manner to ensure that it does not damage the residence exterior or the residence, lot or other property of any other resident, or void any warranties of the Association or other Owners, or in any way impair the integrity of the buildings.

IV. Location of Solar Energy Systems.

a) Any Solar Energy System shall only be installed on a residence. The Solar Energy System shall be installed on the rear of the residence and, if installed on the roof, shall be installed on the rear slope of the roof. The Solar Energy System shall not be installed on the front roofline of a building unless installation on the rear roofline with an orientation to the south or within forty-five (45) degrees east or west of due south would reduce energy production of the system by ten percent (10%) or more. Care should be taken to minimize visibility of the Solar Energy System from the street.

b) The Solar Energy System may only be installed on that portion of the roof which compromises the residence owned by the requesting Owner. In no instance shall the Solar Energy System be allowed to encroach upon portions of the property owned by other Owner(s).

V. Maintenance and Responsibility for Solar Energy Systems.

a) Solar Energy Systems must be maintained in good repair and working order. The Owner is solely responsible for maintenance, repair and replacement of his system. Any Solar Energy System damaged or no longer in use must be removed or repaired within ninety (90) days after such initial damage or disuse. If the Solar Energy Systems poses a serious, immediate safety hazard, the Association may demand immediate removal of the Solar Energy System or seek injunctive relief to prohibit or seek removal of the installation.

b) Owners are responsible for all costs associated with the Solar Energy System, including but not limited to costs associated with:

i) the placement or replacement, maintenance, removal and/or reinstallation of the Solar Energy System;

ii) damage to the residence or other property damaged by the Solar Energy System's installation, maintenance, use or removal;

iii) medical expenses incurred by any person injured by the Solar Energy System's maintenance or use; and

iv) reimbursement of residents or the Association for damages caused by the Solar Energy System's installation, maintenance, or use.

c) Solar Energy Systems must be secured so that they do not jeopardize the soundness or safety of any other Owner's residence, or the safety of any person at or near the system, including damage from wind velocity based upon a unique location.

d) If maintenance, repairs or replacement of any portion of the property for which the Association is responsible requires removal of the Solar Energy System, the Association shall provide Owner(s) with at least fourteen (14) days written notice. Owner shall be responsible for removing the Solar Energy System before the maintenance, repair or replacement begins. If Owners do not remove the Solar Energy System by the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any resulting damage to Solar Energy System.

VI. Removal of Solar Energy Systems.

Solar Energy Systems must be removed if the residence is sold and the purchaser does not agree in writing to maintain the Solar Energy System and assume responsibility for the same. The Owner is solely responsible for removal and/or the cost thereof. Any damage to the residence will be the responsibility of the Owner.

RESOLUTION ACTION RECORD

Adopted by the Board of Directors on _____, 2022.

Signature: Martin Samojedny
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