

**PRAIRIE FIELDS HOMEOWNERS ASSOCIATION  
ENERGY POLICY STATEMENT**

In accordance with the requirements of the Homeowners' Energy Policy Statement Act (the "Act"), 765 ILCS 165/1 et seq., the Prairie Fields Homeowners Association (the "Association") has established and adopted this energy policy statement to address the use of renewable energy. The Association desires to set reasonable rules and guidelines for members of the Association ("Owners") in regard to the installation of Solar Energy Systems (sometimes referred to as Solar Power Devices), or any of their components and mechanisms, commonly known as solar panels, solar inverters, solar collectors, solar storage mechanisms, and their accessory components both electrical and mechanical, composting systems, and rain water collection systems, and to prohibit the installation of wind energy systems. The installation and design of alternative energy systems shall be in accordance with the following provisions:

**I. Definitions.**

The Association adopts the following definitions:

- a) "Solar Energy" means radiant energy received from the sun at wave lengths suitable for heat transfer, photosynthetic use, or photovoltaic use.
- b) "Solar Collector" means:
  - (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or
  - (2) a mechanism that absorbs solar energy and converts it into electricity; or
  - (3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or
  - (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.
- c) "Solar Storage Mechanism" means equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, batteries, or controls thereof, and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.
- d) "Solar Energy System" means:
  - (1) a complete assembly, structure, or design of solar collector, or a solar storage mechanism, which uses solar energy for

generating electricity or for heating or cooling gases, solids, liquids, or other materials; and  
(2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

e) "Shared Roof" means any roof that serves more than one unit, including, but not limited to, a contiguous roof serving adjacent units.

## **II. Prohibited Installations.**

No Owner shall allow a wind energy system or wind turbine to be installed on the Owner's property within the Prairie Fields subdivision. The construction of any renewable energy systems or other structures related to sustainable green resources not specifically addressed in this energy policy statement is also prohibited without the specific approval of the Board of Directors (the "Board") of the Association.

## **III. Solar Energy Systems Installations.**

a) As with any exterior addition or modification, an Owner seeking to install a Solar Energy System shall submit an application to the Architectural Committee of the Board in a form acceptable to the Architectural Committee for written approval. Any Owner applying to install a roof-mounted Solar Energy System on a Shared Roof must have obtained the prior consent of all Owners of such Shared Roof to install the proposed roof-mounted Solar Energy System. 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, heights, material and location of the proposed Solar Energy System.

b) In accordance with the Association's Owner's Certificate and Restrictive Covenants for Phases I through XIV, amended from time to time (the "Covenants") the Board shall have 15 days to process an Owner's application for the installation of a Solar Energy System.

c) It is highly recommended that approval by the Architectural Committee be obtained by the Owner prior to submitting to the electric distribution company an interconnection request and prior to seeking any necessary permits or approvals from the Village of Savoy. An Owner seeking to install a Solar Energy System shall obtain any necessary permit(s) and approval(s) from the Village of Savoy. Approval by the Architectural Committee only means the proposed Solar Energy System meets the standards of the Association and does not exempt any

Owner from obtaining the necessary approval from the electric distribution company or appropriate approvals and permits from the Village of Savoy.

d) The installation of any Solar Energy System that has been approved by the Board shall be installed by a professional licensed and bonded contractor and shall comply with all applicable federal, State, and local codes, building ordinances, standards, requirements, or other guidelines.

e) All of the work necessary to complete the Solar Energy System installation must take place on the Owner's property and none of the work shall be permitted in the common areas of the Association or on a neighbor's property in the Prairie Fields subdivision.

f) The Owner shall not schedule with third parties for delivery of material or installation of structures until the Architectural Committee has granted approval, and all necessary permits and approvals by the Village of Savoy have been obtained.

g) The Owner who has requested the installation of the Solar Energy System bears all risks regarding its installation and use. The Owner shall be liable for all damage that may occur as a result of the installation and use of the Solar Energy System on such Owner's property. The Owner shall indemnify and hold harmless the Board, the Association, and its agents 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 attorneys' fees.

h) Any additions, alterations, or modifications that are required to be made to the Solar Energy System after the Association approves the Owner's application shall require subsequent approval from the Architectural Committee through the application process described above, and all additional necessary permits and approvals by the Village of Savoy, if any.

#### **IV. Location of Solar Energy Systems.**

a) The preferred installation of a Solar Collector as part of a Solar Energy System is installation on the roof of an existing dwelling.

b) The Solar Storage Mechanism, including but not limited to piping and electrical connections, shall be located directly under the Solar Collector or supporting structure and placed as inconspicuously as possible when viewed from all angles.

c) Care shall be taken by the Owner to minimize visibility of his or her Solar Energy System and to make all of its components blend in with the aesthetics of the Owner's property so as to be as invisible and unobtrusive as possible.

**V. Maintenance of Solar Energy Systems.**

a) Solar Energy Systems must be maintained in good repair and working order. Any Solar Energy System damaged, destroyed, or no longer in use must be removed or repaired within ninety (90) days after such initial damage, destruction, or disuse.

**VI. Composting Systems Installation.**

a) Composting systems are allowed for the composting of grass, leaves, and natural yard waste in order to eliminate carbon emissions from burning and provide for the recycling of organic material.

b) Composting bins shall be constructed of solid materials and properly maintained.

c) As with any exterior addition or modification, an Owner seeking to install a permanent, non-portable composting bin shall submit an application to the Architectural Committee of the Board in a form acceptable to the Architectural Committee for written approval. The Composting 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, heights, material and location of the proposed Composting System.

d) Permanent, non-portable composting bins shall be located in interior side yards or rear yards subject to the same property setbacks established by the Association for other permanent structures. Any permanent, non-portable composting bin shall not be installed in a location visible from the front of the dwelling unless it is impossible to be installed in an interior side yard or rear yard. In such limited circumstances as where a permanent, non-portable composting bin is located in the front yard, as approved by the Board, it shall be set back a minimum of fifteen (15) feet from the front line of the existing dwelling.

**VII. Rain Water Collection Systems Installation.**

a) Rain water collection systems are allowed for Owners who wish to recycle rain water for use in watering and gardens.

b) Each rain water basins should not exceed more than fifty-five (55) gallons in size. Rain water basins must be opaque to prevent the growth of algae and completely enclosed to prevent the water from becoming a breeding area for mosquitos.

### **VIII. Violations.**

a) Once a violation has been reported and confirmed regarding this Energy Statement Policy, the violating Owner shall be notified in writing, and, if not corrected in a timely manner, fines may be imposed according to guidance provided through resolution of the Board, as amended from time to time.

b) At the Board's discretion, the failure of an Owner to install or use Solar Energy, Composting, and/or Rain Water Collection Systems according to the terms of this Energy Policy Statement may result in the Association undertaking legal action. Legal action may be taken against the violating Owner at any point once a violation has been confirmed. All the costs and reasonable attorneys' fees related to such legal action shall be assessed against the violating Owner.

c) Additional fines will continue to be imposed and accrue while the legal action is in process so long as the Owner remains in violation.

d) If any portion of this Energy Policy Statement is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions.

e) The Board reserves the right to amend this Energy Policy Statement from time to time.