

**AMENDMENT TO THE RULES AND REGULATIONS BY FORMAL ACTION OF  
THE BOARD OF DIRECTORS OF THE PONDS OF STONY CREEK HOMEOWNERS  
ASSOCIATION, LLC**

**PREAMBLE**

**WHEREAS**, the meeting of the Board of Directors ("Board") of The Ponds of Stony Creek Homeowners Association, LLC (the "Association") was duly called and held pursuant to the Illinois General Not-For-Profit Corporation Act of 1986, the Illinois Common Interest Community Association ("Act"), and the Association's Declaration and By-Laws, and proper notice was duly served on the members of the Association, a quorum of the Board of Directors being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the amendment set forth herein; and

**WHEREAS**, the Association is administered by a duly elected Board of Directors in accordance with a certain Declaration for the Ponds of Stony Creek ("Declaration") and By-Laws of The Ponds of Stony Creek Association, LLC ("By-Laws"); and

**WHEREAS**, the Board of Directors is charged with the responsibility of maintaining and administering the property and acting in the best interests of the members of the Association; and

**WHEREAS**, Article Two, Section 2.09 of the Declaration, Article V and Section 5.09(i) of the By-Laws, gives the Board of Directors the authority to adopt reasonable rules and regulations; and

**WHEREAS**, the Board of Directors has determined it to be in the best interests of the Association to revise the rules for the general welfare of the Members and Residents and clarify certain architectural limitations.

**NOW THEREFORE**, in furtherance of the above stated determinations, objectives and goals, the Board of Directors, on behalf of the Association, adopts the Amendment to the Rules and Regulations which follows as Exhibit 1 and which will take effect upon adoption by the Board:

**AMENDMENT TO RULES AND REGULATIONS**

Attached as Exhibit 1.

**END OF TEXT OF AMENDMENT TO THE RULES**



Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this 27<sup>th</sup> day of October, 2025, at Elgin, Illinois, by the following roll call vote:

Ayes

Nays

Abstaining

Directors Voting

Ayes

X

X

X

X

Vamsi Balla

Kurt Krempore

Chris Ball

John Ball

John Ball

### CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of The Ponds of Stony Creek Homeowners Association, LLC ("Association") an Illinois not-for-profit corporation; that I am the custodian of the records of the corporation and that the attached is a true, correct, and accurate copy of the Amendment to the Rules and Regulations of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of October, 2025.

THE PONDS OF STONY CREEK  
HOMEOWNERS ASSOCIATION, LLC

By: Chris Ball  
Its Secretary

### DECLARANT APPROVAL

This resolution having been duly reviewed and approved by Declarant this 20th day of October, 2025, at Schaumburg, Illinois.

Signed by: Chris Ball  
DA25D6E435484FA...  
Authorized Representative of  
CalAtlantic Group, Inc. or its  
successor or assignee

# **THE PONDS OF STONY CREEK HOMEOWNERS ASSOCIATION RULES AND REGULATIONS**

## **SECTION I—INTRODUCTION**

These Rules and Regulations are binding on all homeowners, residents, their families, guests, invitees, pets, and agents. The homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and damages caused.

The provisions of these Rules and Regulations can only be amended by a majority vote of the Board of Directors, in an open meeting with subsequent notice to the homeowners of the amendments or modifications to the Rules and Regulations.

## **SECTION II—DEFINITIONS**

The definitions within the Association's Declaration shall also apply to the Rules and Regulations of the Association.

## **SECTION III—GENERAL RULES**

### **1. Architectural Requests**

Pursuant to Section 3.06 of the Declaration, no additions, alterations or improvements shall be made to any Lot or any part of the Home which is visible from outside the Home, including, without limitation, fencing, decks, patios and landscaping, by an Owner without the prior written consent of the Board unless otherwise noted within these Rules and Regulations.

#### **Approval Process**

- a. When submitting a request for an addition, alteration or improvement the following are required at submission to the Association:
  - a. Completed Architectural Request Form
  - b. Specifications and/or drawings or proposed addition, alteration or improvement
  - c. Plat with placement of addition, alteration or improvement clearly indicated
  - d. Color and/or material samples
- b. Submission must comply with any and all City of Elgin ordinances and requirements.

#### **Noncompliance**

- c. If an addition, alteration or improvement is made without the written consent of the Board, if required, then the Board may, in its own discretion, take any of the following actions:
  - a. Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition at the Owner's expense; or
  - b. If the Owner refuses to do the work required under (a), may cause such work to be done and charge the Owner for the cost.

## 2. **Sheds**

Subject to the provisions of Section 3.06 of the Declaration, one shed per lot is permitted pursuant to the below restrictions.

### **Specifications**

- a. Shed must be a permanent structure only. Tent-style, tarp, metal, or carport-type sheds are prohibited
- b. Maximum size: 10' wide x 12' deep x 10' tall
- c. Shed must be made from wood, vinyl or resin siding that matches the community aesthetics. Bright colors or reflective materials are prohibited.
- d. Shed must be shingled or similar in appearance to roofs on the homes in the community. Flat roofs or prefabricated metal roofs are prohibited.

### **Placement**

- e. Shed must be located within the rear yard only.
- f. Shed must not interfere with drainage easements, utilities or common areas.

### **Maintenance Obligations**

- g. Sheds must be maintained in good condition, free of damage, overgrowth, or deterioration. The Board reserves the right to require the removal or correction of any shed that is in disrepair.

### **Architectural Approval**

- h. All proposals for sheds are subject to Section 3.06 of the Declaration and Section 1 of the Rules and Regulations which require written approval by the Board prior to installation except if the shed follows the following specifications:
  - a. Shed is under 50 cubic feet
  - b. Shed is neutral in color – tan, gray or brown.
  - c. Shed is fully screen from view of the street and adjacent properties

## 3. **Fences**

Subject to the provisions of Section 3.06 of the Declaration, a Lot may be improved with a fence that is consistent with the following specifications. Notwithstanding the below, no fencing shall be permitted within a Natural Buffer Area on a Natural Buffer Area Lot.

### **Specifications**

- a. Five foot (5') or six foot (6') white or tan vinyl fencing, limited to vertical board-on-board or solid privacy style; or

- b. Five foot (5') or six foot (6') natural/clear stain Western Red Cedar, in vertical board-on-board or horizontal style; or solid privacy; or
- c. Four foot (4'), five foot (5'), or six foot (6') black wrought iron or decorative metal.

### **Maintenance Obligations**

- i. Fences must be maintained in good condition, free of damage, overgrowth, or deterioration. Any broken, missing, or damaged boards or components must be repaired or replaced within thirty (30) days of notice by the Association. If the condition presents a safety hazard, the Board reserves the right to accelerate this deadline.

## **4. Garage Doors**

### **Specifications**

- a. Garage doors must be painted or manufactured in neutral tones. Acceptable colors include black, beige, tan, gray, brown, taupe, off-white, or colors that closely mate the home's trim or siding. No bright, reflective, mirrored, neon, high-gloss, or non-neutral colors such as red, blue, green, yellow (unless matching existing home accents), and other bold tones are permitted.
- b. Garage must be a consistent color across the entire garage door unless designed to mimic a carriage-style or paneled aesthetic in neutral tones.

### **Approval Process**

- c. All requests to change an existing garage door must be submitted through an Architectural Request pursuant to the Declaration and Section 1 of these Rules and Regulations
- d. In addition to the required submission documents laid out in Section 1, any request for a garage door change must include a photo of the exiting garage and front elevation of the home. If this is not included in the submission, the Board reserves the right to deny the application.

### **Maintenance Obligations**

- e. Garage doors must be maintained in good condition, free of damage, overgrowth, or deterioration. Fading, peeling, or unapproved color changes are prohibited. The Board reserves the right to require the correction of any garage door that is in disrepair.

## **5. Playset on Lots**

Subject to the provisions of Sections 3.06 and 9.09 of the Declaration, a Lot may be improved with a wooden playset, provided that the playset shall be of cedar material and of the quality of the "Rainbow" or better quality brand.

## **6. Above Ground Swimming Pools**

There shall be no permanent above ground swimming pools permitted on any portion of the Development.

#### **7. Permanent Exterior Lighting**

Subject to the provisions of Sections 3.06 and 9.09 of the Declaration, permanent exterior LED or other similar lighting (such as products offered by Gemstone, Jellyfish, Oelo and Trimlight) may be installed on Homes within the Development, subject to the following conditions

- a. Other than lights installed by the Declarant on the exterior of a Home, no permanent lighting shall be illuminated more than thirty (30) days before a holiday nor more than fourteen (14) days after the holiday.
- b. No permanent lighting affixed to the Homes shall have any strobe, chasing or flashing effect.
- c. Other than lights installed by the Declarant on the exterior of a Home, no permanent lighting shall be illuminated after midnight local time nor before thirty minutes before dusk.

#### **8. Holiday Lights and Decorations**

Subject to the provisions of Sections 3.06, 3.07 and 9.09 of the Declaration, holiday decorations are permitted within the Development; provided; however, that temporary holiday lights and decorations may be installed/displayed no sooner than 30 days prior to the applicable holiday and must be removed from all portions of a Lot (including, without limitation, the exterior of the Home on the Lot) within 14 days of the applicable holiday.

#### **9. Architectural Approval Not Required**

Pursuant to Section 3.06 of the Declaration, no additions, alterations or improvements shall be made to any Lot or any part of the Home which is visible from outside the Home, including, without limitation, fencing, decks, patios and landscaping, by an Owner without the prior written consent of the Board except for the following:

- a. Basketball hoops
- b. Modifications to front doors
- c. Addition of or modifications to storm doors
- d. Inflatable pools as long as they are removed during the winter months

All of the above must comply with any and all City of Elgin ordinances and requirements even if architectural approval is not required by the Association.

#### **10. Parking**

Pursuant to Section 8.07 of the Declaration, no boats, trailers, trucks (which have "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when

fully loaded in excess of 8,000 pounds), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Premises (other than inside a garage) unless otherwise permitted by the Board.

Should an Owner desire to park a "D" plate vehicle on the driveway of their home, a written request must be submitted to the Board. Only after approval of this written request may an Owner park the "D" plate vehicle on the driveway. The Board's decision to approve or disapprove a request in one instance shall not in any way create or establish a precedent for how the Board must respond to a request subsequently made. It is understood that circumstances, situations and standards may change and the Board reserves the right and power to grant or deny requests as the Board believes are appropriate in the Board's sole discretion.

## **11. Assessments and Collections**

### **Assessments and Late Payments**

- a. All annual assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) calendar day of January unless otherwise specified by the Board of Directors. Any payment of the above which is received after the 31st day of January shall be considered late.
- b. Any assessments or other charges which are due and are not paid, in full, by the 31<sup>st</sup> day of January by a Unit Owner shall result in the Unit Owner being charged a late fee of fifty (\$50) dollars which shall be added to and deemed a part of the Unit Owner's Common Expenses.
- c. If the past due amount remains unpaid for 60 days after the due date, a notice shall be sent to the Unit Owner by the Association regarding the delinquency.
- d. If the past due amount remains unpaid for 90 days after the due date, the account will be turned over to the Association's attorney for collection action. The collection action may include recording a lien, pursuing foreclosure or eviction proceedings, personal judgment or any other legal or equitable rights the Association may have under Illinois law.
- e. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration. Once legal action has been started, all legal fees and costs will be assessed to the Unit Owner as provided in the Declaration.
- f. Homeowners submitting applications to the Association for approval of proposed architectural changes, additions and/or improvements to the homeowner's home and/or lot must be current on the payment of all amounts due and owing (including late fees, legal fees, etc) to the Association at the time the application is submitted to the Association. Any homeowner who submits an application to the Association when the homeowner is delinquent on the payment of any amounts due and owing to the Association will have the homeowner's application rejected by the Association. Any application that is rejected may

be resubmitted once the homeowner is current.

### **Hardship Relief**

g. One-Time Waiver of Late Fees

- a. Each homeowner may submit a written request to the Board for a one-time waiver of late fees if:
  - i. The homeowner has not been delinquent within the past three (3) years; and
  - ii. The account is brought current within thirty (30) days of the waiver request
- b. The one-time waiver is limited to one occurrence per household during ownership.

h. Hardship Payment Plan Request

- a. Homeowners may request a payment plan if they are experiencing a hardship.
- b. Any request for a hardship payment plan must be submitted in writing to the Association with supporting documentation.
- c. If a hardship payment plan is approved, the payment plan will not exceed six (6) months unless otherwise determined by the Board.
- d. While on the hardship payment plan, the account will not accrue any late fees up and until the homeowner defaults on the payment plan.

### **Payment Application**

- i. All payments received will be applied first to any outstanding late fees or legal costs and then to the principal balance of assessments.

## **12. Enforcement**

The penalties and fines below apply to violations of the Declaration, By-Laws and these Rules and Regulations.

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action and forego the procedures set forth in these Rules and Regulations. The Association's attorney, if contacted regarding the violation, shall send notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations.

### **Fines**



- a. The Board has set up a fining structure for violations. The fining structure shall be as follows:
  - a. Violations of a Continuous Nature:
    - i. Written notice giving Owner 30 days to correct violation.
    - ii. If violation is not corrected within 30 days, a \$50.00 fine will be charged with an additional 30 days to correct the violation.
    - iii. If violation is not corrected within the additional 30 days, additional fines of \$100.00 per month will be charged until the violation is corrected. The matter may also be forwarded to the Association's attorney for further action.
  - b. Violations of a Non-continuous Nature:
    - i. 1<sup>st</sup> violation of the same rule section or type – written warning
    - ii. 2<sup>nd</sup> violation of the same rule section or type - \$25.00 fine
    - iii. 3<sup>rd</sup> violation of the same rule section or type - \$50.00 fine
    - iv. 4<sup>th</sup> and all subsequent violations of the same rule section or type - \$100.00 fine

### **Owner Right to Appeal**

- a. If any Owner charged with a violation believes either that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
  - a. Within thirty (30) days after the notice of violation has been delivered to the Owner pursuant to the provisions herein, the Owner must submit, in writing a request for a hearing concerning the violation to the Association's management company.
  - b. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board at the next regularly scheduled Board meeting or by special arrangement with the Board.
  - c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his or her behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote of the Board, whose decision shall be final and binding on the Owners and the Association.
  - d. Payment of any violation fines, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has made its determination.
  - e. If no request for a hearing is filed within thirty (30) days after the notice of violation has been delivered to the Owner, or if an Owner requests a hearing but fails to attend the hearing, then a hearing will be considered waived, the allegations in the notice of violation shall be deemed admitted by default, and appropriate remedies shall be implemented.

### **Remedies**

- a. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur: If found to have committed a violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred and notified of the amount of the fine, if any, that will be charged to the Owner as set forth in these Rules and Regulations. In addition, any legal expenses and costs incurred by the Association or any actual damages incurred at the Association's expense may be charged back to the Owner.
- b. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. All charges imposed hereunder shall be charged to the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Owner, as provided in the Declaration. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.
- c. Failure to rectify a violation can result in legal action and/or action by the Board to correct the violation, and all expenses incurred by the Association, including but not limited to attorneys' fees and court costs, in connection with any violations of the Declaration, By-Laws or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.