

**BLOOMFIELD CLUB II
Homeowner's Association**

Architectural Control Standards

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**BLOOMFIELD CLUB II
Homeowner's Association**

Architectural Control Standards

**ARCHITECTURAL CONTROL STANDARDS
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The following standards have been developed in furtherance of the Board's power to adopt and enforce Bloomfield Club II Rules and Regulations.

- I. Responsibility of the Architectural Control Commission (ACC):**

- a. To inform and advise homeowners on any improvement or modifications that they are about to undertake to ensure that the design is in keeping with the standard of the community.
- b. All exterior modifications/improvements of any kind must have the written approval of the Architectural Control Commission and the Board of Directors for Bloomfield Club II before any such work may be started.
- c. All requests will be reviewed the second Wednesday of each month at 7:00 p.m. in the Bloomfield Club Clubhouse and acted upon by the Commission set forth in the Architectural Control Agreement.
- d. The Commission will present to the Board its recommendation on the 4th Thursday of each month.

II. Responsibility of the Homeowner:

- a. The homeowner must complete an Architectural Improvement Application Form (see Exhibit A) and an Architectural Control Agreement (see Exhibit B). Detailed plans and specifications for the requested improvement, along with a Plat of Survey, must accompany the Architectural Improvement Application Form.
- b. The Homeowner must have ACC and Board approval before applying to the Village of Bloomingdale for a permit.
- c. The homeowner is responsible for repair or replacement of sod, trees, shrubs or other landscaping materials damaged during construction of the improvement.
- d. All construction must be completed within two months from commencement, unless prior approval of the Commission has been granted for a longer period of time.
- e. It is the responsibility of the homeowner to maintain all modifications/improvements to their property.
- f. Work must follow approved plan or be subject to a fine and/or removal.

III. Eligibility:

- a. Approval of any applicant is contingent upon a homeowner being current in payment of regular or special assessments.

IV. Architectural Standards:

- a. The following guidelines are the general rules used to consider specific improvements. They will be considered along with sightliness, grading and affect on adjacent lots. Each proposed

improvement will be considered by the ACC in accordance with the standards which follow.

1) DECKS:

- a) Decks will be located in rear yards only. Decks on middle units and in small lots may not be extended beyond the side of existing structure. Decks on end unit, premium size lots, may extend into the side yard up to 20% of the distance from the rear outside corner of the existing structure to the easement. Measurement to be based on the Plat of Survey.
- b) Decks may not exceed 360 square feet in total size. On premium size, end unit lots, a deck of up to 400 square feet will be considered.
- c) Exterior perimeter of deck must have a minimum of 80% built with deck railing not to exceed 42" in height. Benches may be substituted for railing. Bench with back may not exceed 42" in height.
- d) Deck railings may not exceed 42 inches in height.
- e) Decks shall have fascia board that extends to the ground on all visible sides.
- f) A trellis built above the deck cannot be any higher than nine feet from the deck floor and cannot extend beyond the existing structure.
- g) Lattice work is not permitted on any outside structure.
- h) Decks cannot be roofed, closed in or screened in.
- i) Decks must be built at ground level and cannot step-up more than one step (eight inches).
- j) If a homeowner chooses to stain their deck, a stain that matches the trim of the existing structure must be used or a clear sealer may be used.
- k) Decks must be maintained, i.e. power wash and seal every two to three years.
- l) Decks must conform to all Village of Bloomingdale building codes.

2) PATIOS AND PAVERS/PATIO BLOCKS:

- a) Unit owners extending existing patios will be liable for any drainage problems caused by the extension and will need to correct the problem at their expense.

- b) Pavers/patio blocks must be installed with 6" of base of "Grade 9" material compacted every 2", topped with 2" of sand, and edging material fastened with 8" spikes to hold edging in place.
 - c) Concrete patios extended with concrete may not exceed 200 sq. ft. depending on location.
 - d) Pavers/patio blocks may be used to extend existing concrete patios but must not exceed a total of 100 sq. ft. Color to match concrete.
 - e) Pavers may not exceed 350 sq. ft. Premium sized end unit lots may extend into the side yard up to 20% of the distance from the near outside corner of the existing structure to the easement to be based on the Plat of Survey.
 - f) Premium sized end lots with existing concrete patio may not exceed an additional 250 sq. ft. of pavers/patio blocks, and may extend into the side yard up to 20% of the distance from the near outside corner of the existing structure to the easement to be based on the Plat of Survey. Color to match concrete.
 - g) Full pavers must be Beige, Light Brown, or Gray in color. (Color subject to approval).
 - h) Pavers must be maintained i.e., power wash and seal every two to three years.
 - i) Concrete patios or pavers/patio blocks cannot be roofed, closed in, or screened in.
- 3) FIREPLACES:
- a) Fireplaces can be installed in the location designated in the developer's original plans. No other locations will be permitted.
 - b) Outside dimensions and brick color must be consistent with fireplaces installed by the developer.
 - c) Fireplaces must conform to Village of Bloomingdale building codes.
- 4) STORM DOORS:
- a) Only black, brown, or gray full view storm doors are allowed (70% glass - 3 to 4 inch frame).
 - b) Acceptable manufacturer's storm doors include: EMCO Forever View; LARSON, Weather Tec Classic; CHAMBER, Door Visions; or any approved equivalent.
 - c) In the case of Shield or Eaton Model townhome, if the owner desires to install a storm door on the rear of the unit, a "jalousie-

window" style storm door is acceptable for rear application, in addition to the models mentioned above.

- d) Prior to the purchase and installation of any storm door, the owner shall submit to the Board an Architectural Application Form, for review and final decision.
- e) Storm doors must be maintained by unit owners in good repair. Maintenance of installed storm doors and the surrounding building trim to which they are affixed remains the responsibility of the owner.
- f) The Board reserves the right to determine whether maintenance of such doors is adequate, and may, after reasonable notice to the unit owner, repair or replace any storm door not in conformance with the maintenance or style requirements of this rule, and back-charge the unit owner for any costs incurred by the Association in enforcing this section.

5) GARAGE DOORS:

- a) No exterior alteration may be made to garage doors.
- b) Acceptable manufacturers replacement garage doors include: Recessed 16 panel wood door as provided by the developer or steel insulated Chi's Panel Classic (Natchez Series), Sandstone color, or approved equivalent. (See Exhibit C)
- c) Prior to the purchase and installation of any garage door, the owner shall submit to the ACC an Architectural Improvement Application Form for review and final decision.

6) SKYLIGHTS:

- a) Skylights cannot be added to an existing unit.

7) COACH LIGHTS:

- a) Coach lights must be black in color and conform in style to those provided by the developer.

8) ADDRESS NUMBERS:

- a) Address numbers must be black in color and conform in style to those provided by the developer.

9) PLAYGROUND EQUIPMENT:

- a) The permanent or temporary installation of fixed or portable basketball posts, backboards, hoops or nets, is expressly prohibited.

10) **WINDOWS AND PATIO DOORS:**

a) **Mullions**

- 1) Mullions (window bars) are to be in place at all times.
- 2) Mullion clips may be purchased from the management company; the cost will be added to the unit owner's assessment account.
- 3) Information on where to purchase mullions may be obtained from the management company.

b) **Window and Patio Door Replacement Specifications**

- 1) **Windows and Patio Doors approved by the Bloomfield Club II Board of Directors:**

Pella Architect Series (Precision Fit) and Pro Line Series (Precision Fit). These can be used together based on the style of the window being replaced. These windows/patio doors are wood with the exterior clad in brown aluminum. (rev. 8/14/14)

Reliabilt Series 3900, bronze exterior with bronze mullions to match existing. (rev. 8/14/14)

Mullions/grids between the glass are $\frac{3}{4}$ " , with a brown exterior and must match the existing pattern. The interior finish/color is personal choice. Patio doors are available in two styles: sliding French Style (wider frame) and sliding Contemporary Style (narrow frame). 8' sliding doors are only available in the French style. 6' sliding doors are available in both styles.

Rear door (Eaton/Shield models only): Mastercraft P9 with mullion pattern to match existing door.

- 2) **Unit owner must submit to the Bloomfield Club II Board of Directors an Architectural Control Agreement Form for approval which consists of:**
 - A. **Exhibit A agreement form**
 - B. **Exhibit B, application form**
 - C. **Copy of installers insurance**
 - D. **Copy of Village of Bloomingdale Building Permit after it is signed by the VOB upon final inspection.**
- 3) **Unit owner is responsible for matching identical type of window style, however, standard double hung windows may be used in place of oriel window, mullion/grid pattern and measurement of replacement windows/doors. Unit owner should be aware that existing patio doors are oversized and must be replaced with oversized doors.**
- 4) **Village of Bloomingdale building permits are required prior to start of construction.**

- 5) **Bloomfield Club II board member, installer and unit owner must inspect the exterior of the unit together prior to installation and after installation of windows/doors. This is to insure that any existing damage, if any, is noted and/or any damage done during installation is noted. Any damage done during installation is the unit owner's responsibility.**
- 6) **Existing exterior cedar trim may not be removed nor capped with aluminum trim for installation of replacement windows/doors unless damaged or rotted. In the event of damage to the cedar trim unit owner must replace it with rough sawn cedar, apply one coat of oil based stain and one coat of acrylic stain to match existing trim color (available at JC Lights on Gary, Glendale Hts. Ask for BC2 trim stain.).**
- 7) **Window/door caulk must match existing caulk color for trim (Quad #301 Clay).**
- 8) **Pella Windows and the Village of Bloomingdale recommend the use of Pella Smart Flash tape for insulation/waterproofing.**
- 9) **Any inspection by a Bloomfield Club II board member is not to inspect the quality of workmanship, but to insure that the correct window/door type, size, mullion/grid pattern has been used and that no damage has occurred to the exterior of the unit.**

11) **SPRINKLER SYSTEMS:**

- a) **Sprinkler systems are permitted provided an Architectural Improvement Application Form, an Architectural Agreement Form and a Waiver of Liability are completed by the homeowner. (See Exhibit A, B & D)**

12) **AIR CONDITIONING LINES:**

If air conditioning lines develop a leak in the concrete, they can be rerouted in the following manner.

- a) **The lines on the outside of the building must be enclosed in a downspout painted to match existing gutter.**
- b) **The lines must go through the soffit and into the attic space. The lines can be run between the ceiling of the first floor and the floor above on the Shield model.**
- c) **The lines can be lowered through the chimney chase to the furnace area.**

A detailed drawing and plat of survey showing where the air conditioning unit is located and where the air conditioning lines are to be installed for approval by the BLOOMFIELD CLUB II BOARD. All work on the exterior of the building must be done in a manner that is acceptable to the BOARD.

13) SATELLITE DISHES

- a) Purpose: To prevent injury to homeowners and others, to prevent damage to buildings and structures and to promote the public safety among the Association members as well as provide free access to direct broadcast satellite signals.**
- b) Applicability: These provisions apply to all satellite dishes of 18 inches in diameter or smaller. Conventional satellite dishes in excess of 18 inches in diameter are prohibited from being installed on the exterior or any building or grounds within the Bloomfield Club II Association.**

Installation of satellite dishes will be allowed in the following order based on the following conditions.

- 1) A satellite dish must be mounted on a fireplace chimney, if available, with minimum visibility from the street.**

Mounting of a satellite dish to the chimney must be accomplished in such a manner to preclude the dish from extending beyond the edge of the roof and no higher than the distance required to allow full line of sight above the maximum height of the roof.

A chimney-mounting kit fabricated of stainless steel or other non-rusting material and stainless fasteners must be used.

The satellite dish must be painted to blend with the color of the chimney.

- 2) If a fireplace chimney is not available, a satellite dish must be mounted on the rear of the roof, not to exceed the ridge-line, with minimum visibility from the street.**

A roof-mounting, kit fabricated of stainless steel or other non-rusting material and stainless steel fasteners must be used.

Colors are limited to neutral shades to blend with architectural conformity.

- 3) These are the only areas of the property where an owner may install a satellite dish. In the event an owner is unable to receive transmission by installing the dish on**

the chimney or roof, the owner must request a variance from the Board as set forth in the section entitled "Procedure".

- c) **Procedures:** - In accordance with the safety purpose outlined in paragraph 13(a), prior to the installation of any satellite dish, an Architectural Improvement Application Form (Exhibit B), and an Indemnification Agreement (Exhibit E) must be completed by the homeowner and submitted to the Architectural Control Commission and the Bloomfield Club II Board of Directors for approval.

The request for a satellite dish should include the following information:

- 1) **Size, color and manufacturer of the satellite dish.**
- 2) **The name, address and phone number of the installing company. (Note: Only professional installation is permitted). The installation company shall provide to the customer and to the Bloomfield Club II Board of Directors a Certificate of Insurance reflecting General Liability Insurance in the amount of \$1 million in Workers Compensation Insurance to Statutory Limits and such Certificate shall include the customer and the Bloomfield Club II Association as additional insureds.**
- 3) **Wiring of entry into the unit which must be brought down along the gutter and behind the downspout, and must be of neutral color to blend with esthetics of the roof and siding. Wiring must be properly secured to the roof to protect it from the elements.**
- 4) **All installations must be grounded in accordance with the requirements of the National Electrical Code.**

- d) **Remedies:**

- 1) **All satellite dishes and antennas must be installed in strict compliance with these rules and regulations and the approved plans and specifications. Any deviation from the rules and regulations and/or plans and specifications without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish from the property, without notice. All costs of removal and restoration of the property shall be borne by the owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized improvement shall remain on the premises**

after the owner has been notified to remove the satellite dish or to correct the violations. The fine shall be set by the Board of Directors in accordance with the approved guidelines for fines. Violation of this section may incur a fine of \$1,000.

- 2) The Board may pursue any legal action that the Association may have in order to enforce compliance with these rules and regulations. Any costs incurred by the Board, including attorney fees, will be assessed back to the owner's account. These amounts, as well as any fines, will act as a lien on the unit until paid in full.
- 3) Pursuant to Article VIII, Section 1(a) of the Association's By-Laws, the Board may suspend the voting rights and other membership privileges of any owner found to be in violation of these rules and regulations. Full compliance with these rules and regulations will reinstate the owner's membership privileges.

14. MISCELLANEOUS:

- a) No fences other than those installed by the original developers are permitted.
- b) Gazebos are not permitted.
- c) Greenhouse additions and greenhouse windows are not permitted.
- d) Storage buildings are not permitted.
- e) Room additions are not permitted.
- f) Clothes lines are not permitted.
- g) Bloomfield Club II Board of Directors approved Deflect-o Bird Guard to be installed over dryer vents and fan vents. Before installing the Bird Guard, it must be painted Almond to match the siding. Any peeling of the paint will be the owner's responsibility to correct. The suggested paint – American Accent by Rust-Oleum #7953 Almond.
- h) Downspout extensions must match existing downspout and not extend into grassy area.
- i) The Board reserves exclusive right, at its option, to remove from the property any plants, fences, equipment, tools, toys or other devices listed in this section, and back-charge the unit

owner for any costs incurred by the Association in enforcing this section.

EXHIBIT "A"
ARCHITECTURAL CONTROL AGREEMENT
BLOOMFIELD CLUB II

This Agreement entered into this _____ day of _____ 20__ by and between _____ and the Bloomfield Club II Homeowners Association, an Illinois Not-For-Profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the Bloomfield Club II Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized Architectural Control Commission are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association; and

WHEREAS, Unit Owner(s) is desirous of constructing a certain addition, improvement and/or alteration in conformity with the requirement of the Architectural Control Standards adopted by the Board of Director of Association.

1. The Unit Owner(s) shall submit to the Board of Directors and to its duly appointed Architectural Control Commission of Bloomfield Club II an "Architectural Improvement Application Form."
2. In the event Unit Owner(s) uses a contractor, the contractor must provide the association with a Certificate of Insurance.
3. The Board or its duly authorized agent shall notify Unit Owner(s) in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner(s) may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. In the event Unit Owner(s) is unconditionally rejected, Unit owner(s) may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
 - a. In the event of an appeal by Unit Owner(s), Unit Owner(s) shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.

EXHIBIT "A"

upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement.

- 10. Upon transference of ownership of the unit, Unit Owner(s) shall inform successor in title, including any tenant or purchaser by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.
- 11. Time is of the essence of this agreement.
- 12. This Agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS _____ DAY OF _____, 20____

**BLOOMFIELD CLUB II HOMEOWNERS
ASSOCIATION, an Illinois
Not-For-Profit Corporation:**

UNIT OWNER(S):

By: _____
Its President

ATTEST:

By: _____
Its Secretary

EXHIBIT "B"
BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION FORM
(GENERAL)

NAME: _____ **DATE:** _____

ADDRESS: _____

LOT NO. _____ **TELEPHONE:** _____

NATURE OF IMPROVEMENT: _____

COLOR: _____ **STYLE:** _____

LOCATION: _____ **DIMENSIONS:** _____

CONSTRUCTION MATERIALS: _____

SUPPLIES: _____ **APPROX. COST:** _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: _____ **SIGNED:** _____

(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ **DATE APPLICATION REC'D:** _____

INSPECTED BY: _____ **RECEIVED BY:** _____

INSPECTED ON: _____ **DISAPPROVED BY:** _____

REASONS FOR DISAPPROVAL: _____

EXHIBIT "C"
BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION FORM
GARAGE DOOR

NAME: _____ **DATE:** _____

ADDRESS: _____

LOT NO. _____ **TELEPHONE:** _____

NATURE OF IMPROVEMENT: _____

COLOR: _____ **STYLE:** _____

LOCATION: _____ **DIMENSIONS:** _____

CONSTRUCTION MATERIALS: _____

SUPPLIER: _____ **APPROX. COST:** _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: _____ **SIGNED:** _____

(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ **DATE APPLICATION REC'D:** _____

INSPECTED BY: _____ **RECEIVED BY:** _____

INSPECTED ON: _____ **DISAPPROVED BY:** _____

REASONS FOR DISAPPROVAL: _____

**EXHIBIT “D”
ADDENDUM TO ARCHITECTURAL CONTROL STANDARDS
WAIVER OF LIABILITY
UNDERGROUND SPRINKLER SYSTEM**

In addition to complying with the Architectural Control Standards adopted by the Board of Directors in May, 1992, which, among other things, includes the completion of the Architectural Improvement Application and the execution of the Architectural Control Agreement, the following also applies with regard to an underground sprinkler system:

The current homeowner and/or any subsequent homeowner of this property, _____, Bloomingdale, Illinois, is responsible for any and all damages that occur to the homeowner’s property and/or adjacent properties during installation of the sprinkler system. Homeowner agrees to indemnify and hold harmless the Association, its directors, officers, agents and members from any and all claims.

The Bloomfield Club II Homeowners Association is not responsible for any maintenance or repair to an underground sprinkler system for the life of the system. The homeowner will at all times keep the system in good working order.

The Bloomfield Club II Homeowners Association, landscaper and/or snow removal company is not responsible for any damage whatsoever to an underground sprinkler system, i.e., sprinkler heads, etc.

The homeowner and/or any subsequent homeowner of this property is responsible for damage to all homeowner property and/or other property caused by any malfunction of the underground sprinkler system for the life of the system.

The current homeowner and all subsequent homeowners are responsible for informing a new homeowner that he, she or they are responsible for the “Waiver of Liability” that exists with regard to the underground sprinkler system that was installed on the property.

Underground sprinkler system must meet all Village of Bloomingdale codes and specifications.

EXHIBIT "D"

DATED THIS _____ DAY OF _____, 20____.

**BLOOMFIELD CLUB II HOMEOWNERS
ASSOCIATION, an Illinois
Not-For-Profit Corporation:**

UNIT OWNER(S):

By:_____
Its President

ATTEST:

By:_____
Its Secretary

EXHIBIT "E"
INDEMNIFICATION AGREEMENT/SATELLITE DISHES

This Agreement is entered into this day of, 20 _ between ("Owner") and Bloomfield Club II Homeowners Association ("Association")

RECITALS

WHEREAS, Association is an Illinois Not For Profit Corporation, administered by its duly elected Board of Directors ("Board") in accordance with a certain Declaration of Easements, Restrictions and Covenants "Declaration"); and

WHEREAS, Owner is the owner of _____ in the Association and is subject to the provisions of the Declaration; and

WHEREAS, Section 207 of the Telecommunications Act of 1986 entitled "Restrictions on Over the Air Reception Devices, the Board has the right to adopt rules and regulations regarding the use, placement, color, and shading of satellite dishes; and

WHEREAS, the Board has adopted rules and regulations which set forth certain requirements that an owner must comply with prior to being permitted to install a satellite dish on the property; and

WHEREAS, as an express condition to allowing the Owner to have a satellite dish, the Association requires the Owner to indemnify and hold it harmless for any damage to person or property arising out of the installation and use of the satellite dish

NOW, THEREFORE, the parties agree as follows:

1. Owner shall indemnify and hold harmless the Association, all unit owners of the Association, its Board of Managers, and its designated agents from and against all claims, damages, losses, judgments, executions and expenses, including attorneys fees arising out of or resulting from the installation and/or use of a satellite dish.
2. Owner will be responsible to maintain, repair and replace the portion of the property on which the satellite dish is installed. This includes repair/maintenance of the roof or tuckpointing of the chimney.

Bloomfield Club II Homeowners Association

Owner(s):

By: _____
Its President

ATTEST:

By: _____
Its Secretary