

**BLOOMFIELD CLUB II
Homeowner's Association**

Rules and Regulations

Adopted November 21, 1991

Revised May 25, 1995

Revised November 8, 2000

Revised October 25, 2004

Revised July 15, 2005

Revised August 15, 2007

Revised July 29, 2009

Revised September 9, 2009

Revised September 23, 2009

Revised April 27, 2011

Revised September 28, 2011

Revised May 23, 2012

Revised May 22, 2013

Revised June 26, 2013

Revised May 3, 2018

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Note that these rules take precedent over and supercede the rules of the Bloomfield Club Recreation Center!

BLOOMFIELD CLUB II HOMEOWNER'S ASSOCIATION

Rules and Regulations

I. Introduction

A. Board of Directors

The Board of Directors of the Bloomfield Club II Homeowner's Association is empowered to adopt the following Rules and Regulations, and rules, procedures, and standards for the enforcement thereof, according to the Declaration of Bloomfield Club II and its By-Laws, to administer the Property in an orderly manner, maintain a harmonious relationship among Unit Owners and other Residents and operate a quality residential community. The Board of Directors, in furtherance of the above stated determinations, objectives and goals, does, by resolution, hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof.

B. Definitions

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the following order: to its definition as used either in the Declaration or in the By-Laws; in its common usage within the Association; or in its commonly-understood meaning as indicated both by the context in which it is found and by its dictionary definition.

1. Declaration

The Declaration of Covenants, Conditions and Restrictions of Bloomfield Club II Homeowner's Association which was recorded in the Office of the Recorder of Deeds of DuPage County on 11/9/88 as Document No. R88-128840, and as amended from time to time thereafter.

2. By-Laws

The By-Laws of the Bloomfield Club II Homeowner's Association, and as amended from time to time thereafter.

3. Rules and Regulations

The Rules and Regulations as presented in this document and any supporting documents.

4. Supporting Documents

Supporting documents include any rules, procedures, standards and forms adopted by the Bloomfield Club II Board of Directors or any duly authorized commissions for the purpose of enforcing or furthering the objectives of these Rules and Regulations.

II. Unit Owners

(Amended May 22, 2013)

- A. All non-resident owners shall provide the Association with their permanent address and phone numbers where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to that unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit. The Association shall not be liable for any loss, damage, injury or prejudice to the right of said unit owner caused by any delays in receiving notice resulting therefrom.**

III. Pets, Pet Litter and Damage by Pets

- A. No animals, other than dogs, cats, birds, fish or animals reasonably considered by the Board to be household pets, shall be raised in any unit. Breeding for commercial purposes is not allowed. Pets must be kept in a manner which does not jeopardize the health, safety and welfare of the other unit owners.**
- B. A resident is not permitted to keep more than a total of 2 dogs or cats per unit.**
- C. All pets must be leashed when outside. The pet's conduct and activities must be controlled by its attendant to prevent damage to common areas and property or injury to persons and other pets.**
- D. Pets may not be left unattended at any time outside.**
- E. Pets are not permitted on other unit owner's property.**
- F. Dog stakes are not permitted in sodded areas.**
- G. Dog houses or dog runs are not permitted.**
- H. Pets shall be controlled so as not to create a nuisance.**
- I. Pet owners must clean up after pets immediately after elimination of waste.**

- J. A unit owner is responsible for the actions of pets of anyone living in or visiting his unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.**
- K. Any unit owner, Association officer or employee who observes any litter, damage or other problems caused by a pet, should report the problem to the Association identifying the pet and the owner of the pet, or if ownership cannot be determined, the address of the residence in which the pet is kept.**
- L. Any unit owner who has been found to have been responsible for more than two (2) violations of the above rules shall be deemed liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property upon three (3) days written notice to the owner from the Board or its authorized agent.**
- M. That all statutes, ordinances, rules and regulations or any governmental organization or body having jurisdiction over the property pertaining to the animal regulations are incorporated herein and made a part hereof.**

IV. Appearance of Unit's Outside Area

- A. All toys, recreation equipment, bicycles, etc., must not be stored or left outside after sunset and all day on day of mowing.**
- B. All installation of playground equipment or sandboxes is expressly prohibited.**
- C. Fences other than those installed by the original developer are not permitted.**
- D. Birdbaths, lawn ornaments or flower pots shall not be installed in such manner as to interfere with lawn maintenance by the Association.**
- E. Decorative/landscape lighting shall be limited to non-sodded areas. The Association and/or landscape/snow removal contractor will not be responsible for damage to any decorative lighting or ornaments. (Amended May 22, 2013)**
- F. Garden or other lawn equipment or tools shall not be stored or left outside, nor be used in such a manner as to interfere with lawn maintenance by the Association.**
- G. Unit owners are responsible for keeping their immediate lawn area clean and free of debris.**
- H. Unit owners are responsible for the maintenance and appearance of all concrete surfaces on their property, including oil spills. (Amended May 22, 2013)**

- I. All furniture other than lawn furniture is prohibited.**
- J. Water hoses and sprinkling equipment shall not be stored, left outside, or used in such a manner as to interfere with lawn maintenance by the Association.**
- K. The permanent or temporary installation of fixed or portable basketball posts, backboards, hoops or nets, is expressly prohibited.**
- L. The Board reserves the 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.**
- M. Bird feeders or wildlife feeding of any kind is strictly prohibited, to protect the welfare and safety of all residents against rodents and vermin infestations.**

V. Mailboxes

- A. No advertisements or handbills are permitted to be displayed on the mailbox structures except by the Association. (Amended May 22, 2013)**

VI. Landscaping

- A. Replacement landscaping (i.e. trees, shrubs, ground cover, etc.) is the responsibility of the unit owner. Non-compliance could result in fines and/or replacement by the Association at the unit owner's expense.**
- B. Any change, new installation, or replacement in landscaping must be submitted to the Landscape Commission for review and approved by the Board of Directors. The Landscape Commission, working with the unit owner, will develop a variety of recommended plant material suitable for replacement/installation, whenever the existing plant material has either died or been removed, throughout the property. The unit owner will submit their choice on the Landscape Modification Form - Exhibit "E" for approval prior to the planting.**
- C. All replacement of trees must be a minimum of 3-4" in diameter. Shrubs or must be of reasonable and mature size. (Amended June 26, 2013)**
- D. Flower beds shall be limited to original non-sodded areas.**
- E. Vegetable plants or fruit trees may not be planted in the ground.**
- F. The unit owner will be responsible for the care, maintenance and removal of any seasonal flower gardens that are planted in the non-sodded areas.**

Lawns ruined by unit owner neglect or abuse may be replaced by the Association at the unit owner's expense. (Amended June 26, 2013)

- G. Only shredded cedar or hardwood mulch is permitted in shrub and tree beds. Large chunk is not permitted. (Amended June 26, 2013)**
- H. No plastic or wood edging is permitted around trees and non-sodded areas that interferes with lawn maintenance. (Amended May 22, 2013)**
- I. Decorator stones and lava rocks are not permitted around trees or in non-sodded areas as they are a hazard when mowing and trimming.**
- J. Vines or other vegetation are not permitted on the privacy fences.**

VII. Garages

- A. Garage doors must be kept closed as much as possible.**
- B. Exterior alteration to garage doors are prohibited.**
- C. Garage doors may be replaced, subject to the Architectural Control Standards.**
- D. No major car repairs, which cause any type of nuisance, fire hazard or annoyance to neighbors is permitted in garage or on driveway.**
- E. No barbecuing is allowed in garages.**
- F. Homeowners are responsible for the replacement of exterior garage light bulbs. Replacement bulbs shall be sixty (60) watts or smaller and white in color.**
- G. Garages are to be used for storage of vehicles. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Gasoline, propane, or other solvents that create harmful and offensive fumes which permeate nearby units and may also create a danger of fire or explosion are prohibited. If a unit occupant stores anything in a garage which may harm other units, it shall be removed upon notification from the Board. Nothing shall be stored in a garage which causes harmful or offensive fumes or poses a hazard to an adjacent dwelling. (Amended May 22, 2013)**

VIII. Permitted Vehicles

- A. No vehicles with descriptive lettering or signage of any kind are permitted on the driveways overnight.**
- B. No trucks with plates C through Z are permitted on the driveways overnight.**

- C. **No vehicles without a present year's license plate may be stored on the driveway.**
- D. **Recreational vehicles, motor homes, boats and trailers, snowmobiles and trailers, and travel trailers may be placed on the unit's driveway just for the time that is needed to load and unload personal belongings from the vehicle.**
- E. **No vehicle is permitted to block any portion of any sidewalk or pedestrian passageway at any time. Only vertical parking is allowed on drive and apron.** (Amended May 22, 2013)

IX. Garbage

- A. **All garbage must be placed in provided Village of Bloomingdale waste or recycle container. Overflow trash must be placed in heavy duty trash bags.** (Amended May 22, 2013)
- B. **Garbage cans are not to be placed in front of the units earlier than sunset of the night prior to pickup and cans must be removed during the day of pickup. If the pickup does not occur for any reason, by sunset of the designated "pickup day", all garbage shall be returned to the garages. (See Rule E below.)** (Amended May 22, 2013)
- C. **Garbage cans must be placed so as not to obstruct mailboxes, walkways, driveways, or grassy areas, so as not to interfere with lawn maintenance or snow removal.**
- D. **Any litter remaining on the ground after pickup shall be removed by the unit owner.**
- E. **Garbage cans must be kept in garages at all times.** (Amended May 22, 2013)

X. Seasonal Decorations

- A. **Exterior seasonal decorations may be installed no earlier than one (1) month prior, and shall be removed no later than one (1) month after the date of the holiday.**
- B. **Exterior seasonal decorations are permitted to the extent that they do not damage the exterior of the unit.**

XI. Unit Alterations (*Refer to Architectural Control Standards.*)

- A. **Alterations of any kind to the exterior area of the building are prohibited without prior written consent of the Association.**

XII. Antennas/Satellites Dishes (*Refer to Architectural Control Standards*)

- A. Antennas of any kind may not be attached to any part of the exterior of the building or property.**
- B. Installation of satellite dishes must have approval of the Board of Directors.**

XIII. Patios/Decks/Pavers (*Refer to Architectural Control Standards*)

- A. Unit owners are responsible to keep patios decks and pavers clean and free of clutter.**
- B. Patios/decks/pavers may not be enclosed or altered in any way.**
- C. Patios/decks/pavers may not be used for storage, other than for storage of barbecue grills and other items usually associated with patios/decks/pavers.**
- D. Installation of patios/decks/pavers must have approval of the Board of Directors.**
- E. Patio Pavers—Unit Owners who are installing an approved Paver Patio may construct a seating wall no higher than 22” and no shorter than 20”.**

XIV. Window Treatments

- A. Awnings, canopies, window air conditioners, or fans of any type are not permitted. (Amended May 22, 2013)**
- B. Window mullions are required on the windows at all times.**
- C. Reflective window film applications are permitted, provided no bright or highly mirrored finish is used.**
- D. Temporary window coverings are permitted for a period of 30 days. These temporary coverings should be neutral in color. (Amended May 22, 2013)**

XV. Storm Doors (*See Architectural Control Standards*)

- A. Only brown, or sandstone (beige) full view storm doors are allowed (70% glass or a maximum of a 3 to 4 inch frame). (Amended May 22, 2013)**
- B. Acceptable manufacturer's storm doors included: EMCO, Forever View; LARSON, Weather Tec Classic; CHAMBER, Door Visions; or an approved equivalent.**
- C. In the case of a Shield or Eaton model townhouse, if the owner desires to install a storm door on the rear of the unit, a "jalousie-window" style of**

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 for approval to the Architectural Control Commission an Architectural Application form. *(See Architectural Control Standards)*
- E. Storm doors must be maintained in good repair by the property owner. Once a storm door is installed, maintenance of the doors becomes the responsibility of the unit 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.

XVI. Firewood Storage

- A. Firewood may only be stored in the garage.
- B. Storage of firewood shall be in compliance with all statutes, ordinances and regulations of all governmental branches and municipalities having jurisdiction over the property which is part of, or associated with, the Association.

XVII. Bug Killing Devices

- A. Electronic devices to kill bugs are not to be used after 10:30 p.m.

XVIII. Grills *(See Architectural Control Standards)*

- A. Installation and placement of any permanent gas grill is to be approved by the Architectural Control Commission. Use of portable grills is encouraged. When in use, all grills must be laced away from unit to avoid damage to unit.
(Amended May 22, 2013)
- B. No barbecuing is allowed in garages.
- C. The propane tank from gas grills must remain on the outside of the unit at all times.
- C. All gas grills shall be in compliance with all statutes, ordinances and regulations of all governmental branches, and municipalities having jurisdiction over the property which is part of, or associated with, the Association.

XIX. Sign Regulations

- A. Only one “For Sale” sign shall be allowed per unit and shall not exceed four square feet and shall be placed in the interior of the unit window or the garage window. Unit owners are permitted to place one exterior lawn For Sale sign out on the weekend. Lawn sign may be placed out on Saturday and must be removed by 6:00pm on Sunday. Exterior signage is limited to metal post. No post holes are permitted. (Amended May 22, 2013)**
- B. Signs for commercial purposes are strictly prohibited. (Amended May 22, 2013)**
- D. Any damage caused to front lawn by the ‘For Sale’ signs shall be restored by the unit owner prior to closing.**
- E. No signage of any kind will be permitted on the entry parkway, or neighborhood streets. Signage is strictly limited to unit property.**

XX. Garage Sales

- A. No garage sales are allowed until a Village permit is issued. A permit may be obtained at the police station. Total compliance with Village ordinances must be met.**

XXI. General Rules

- A. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations.**
- B. *Village of Bloomingdale – Permits – All Unit Owners must provide the Association with either a copy of a Permit issued by the City of Bloomingdale or a corresponding Permit Number for any work done within the Association that may require a Permit and submit same to the Association with any Architectural Improvement Application Form. A Unit Owner must contact the Village of Bloomingdale in order to determine from the Village whether a Permit is required or not.***

XXII. Assessment Collection and Late Charge Policy

- A. Monthly assessments are due on the 1st day of each month.**
- B. A \$50.00 per month late charge will be added to a unit owner’s assessment account if payment of a monthly assessment is received after the 19th day of the month. A late charge will be added each month on the outstanding balance remaining on the unit owner’s assessment account. (Rule amended May2018)**

- C. On the 30th day of a delinquency: The Management Company sends a letter/statement to the unit owner indicating the delinquent balance that is due and advising that late charges have accrued and are due with the outstanding assessment payment.**
- D. On the 60th day of a delinquency: After an owner is delinquent for a period of 60 days in the payment of any common expenses or other charges, and when the balance is in excess of \$200.00, the Management Company will send the unit owner a letter on behalf of the Board of Directors, in an attempt to resolve the matter out of court, before turning it to the Association's attorney. The unit owner will have a chance to talk in private with the Board of Directors, explain his/her personal situation, and agree in writing on a payment plan.**
- E. Should the unit owner decide to ignore this offer and not pay the balance due within 15 days, the property manager will refer the matter to the Association's attorney to institute collection procedures. All legal fees incurred in this process are the financial responsibility of the delinquent unit owner and will be added to his/her assessment account.**
- F. On the 90th day of the delinquency: The Association's attorney is authorized to proceed to the "Forcible Detainer" stage of collection. All legal fees, filing fees, costs and court appearance fees are the responsibility of the delinquent owner and will be added to the assessment account. A judgment will be sought against the unit owner for the balance of the account plus expenses for cost of collection. Additionally, a judgment for possession of the property to collect all unpaid amounts will be sought.**

XXIII. Enforcement Policies

- A. General enforcement.**
If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and/or Rules and Regulations of the Association, the following shall occur (See B for enforcement of specific architectural control standard violations).
 - 1. If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed written complaint must be submitted by an owner, the managing agent, a resident or member of the Board of Directors. A written complaint shall be sent to the management company. (See Exhibit "B" entitled Violation Complaint – Witness Statement. A written equivalent will also be accepted.)**
 - 2. The person charged with the violation will be given written notice of the complaint (See Exhibit "C" entitled Notice of Violation), informing him of a time and place where the Board of Directors will hear the violation/complaint. At that time, the unit owner will have the opportunity to present his/her position. All hearings will proceed with or without the presence of the unit owner. The unit owner may respond either in writing to the management or attend the next scheduled Board meeting. All hearings will proceed with or without the presence of the unit owner, so long as notice has been sent in**

advance. After a full hearing, the Board shall state its determination regarding the alleged violation. The decision of the board shall be final and binding on the unit owner. Notification of the Board's determination shall be made in writing (See Exhibit "D" entitled Notice of Determination Regarding Violation).

3. If any resident is found to have been in violation, the Board will notify the unit owner in writing and a fine will be charged to the assessment account of the unit owner.
4. If deemed appropriate by the Board, a ~~Fifty Dollar (\$50.00)~~ One Hundred Dollar (\$100.00) fine will be imposed for a second time violation for the same issue. Any additional violations for the same issue, shall be fined in incremental amounts of \$100.00 each until said violation has been corrected (i.e. – 2nd fine shall be ~~\$100~~ \$200, 3rd fine for same violation shall be ~~\$150~~ \$300). All fines are due and payable within thirty (30) days of notification by the Board of Directors of said fine. REVISED 9/28/11
5. All damages and/or losses to the exterior of the unit including landscaping caused by negligence will be the responsibility of the unit owner.
6. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to complete enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the violating unit owner at the time they are incurred.
7. Pursuant to Article VIII, Section 1(a) of the Association's By-Laws, the Board will 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.

B. Specific Architectural Control Standards Violation Enforcement

Each homeowner must comply with the Architectural Control Standards developed in furtherance of the Board's power to adopt and enforce Bloomfield Club II Rules and Regulations.

1. Antennas/Satellite Dishes

- a) All satellite dishes 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 Board of Directors in accordance with the approved guidelines for fines shall set the fine. Violation of this section may incur a fine of \$1,000.

- b) 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's 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.
- c) 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.

2. Storm Doors

- a) Homeowners who have documentation from either Hoffman Homes or the BCII Board of Directors showing approval or documentation showing that their door(s) has been "grandfathered" are OK.
- b) Homeowners who did not request approval from the board of Directors or who requested and received approval for a door that is in compliance and then installed a non-compliance door have two options:
 - i. Remove the existing non-compliance door(s) within 30 days with no fine.
 - ii. Incur a \$250.00 fine per door if door(s) are not removed within 30 days. In addition, the door(s) must be removed prior to closing if and when the unit is sold. You will *not* receive a closing letter from the Management Company until the door(s) are removed.

C. Any unit owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all the legal or equitable remedies necessary for the collection of same.

D. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and

Regulations of the Association. Any costs incurred by the Association in remedying a violation may be assessed against the account of the violating unit owner.

- E. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner may previously have filed with the Board.**

GENERAL NOTE

Any Infractions of any Provision of these Rules and Regulations which causes any Damage to the Units and/or Grounds of the Association, will be Corrected/Repaired by the Association at that Owner's Expense.



EXHIBIT "B"

**BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
VIOLATION COMPLAINT - WITNESS STATEMENT**

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: _____

Address: _____ **Unit No.** _____

Violation Location: _____

Date of Violation: _____ **Approximate Time:** _____

VIOLATION(S): _____

Were any photographs taken? **Yes** **No**

If so, by whom: _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: _____

Phone: _____

Address: _____

I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will appear to testify as a witness.

Signature: _____ **Date:** _____

EXHIBIT "C"
BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
NOTICE OF VIOLATION

Date: _____

TO: Unit Owner _____

You are hereby notified, as the owner of Unit _____, that a Violation Complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws, Rules and Regulations or Architectural Control Standards regarding:

This was allegedly violated by: _____

The Board of Directors will review the alleged violation(s) at our next regularly scheduled Board Meeting on _____, 20____, at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesaid date with or without your presence.

Very truly yours,

**Bloomfield Club II Homeowners Association
Board of Directors**

EXHIBIT "D"
BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION

Date: _____

TO: Unit Owner _____

On this _____ day of _____, 20____, the Board found you to be in violation of the Declaration, By-Laws, Rules and Regulations or Architectural Control Standards of the Association regarding:

This was violated by: _____

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$_____ have been assessed against your unit and are now due.
- () Damages, expenses and administrative charges in the total amount of \$_____ have occurred and are now due.
- () Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
- () Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

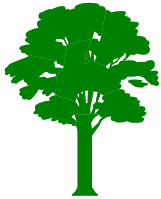
Very truly yours,

Bloomfield Club II Homeowners Association
Board of Directors

EXHIBIT "E"

BLOOMFIELD CLUB II HOMEOWNERS ASSOCIATION

LANDSCAPE ADDITION APPLICATION FORM



NAME: _____

ADDRESS: _____

LOT NO. _____ TELEPHONE: _____

NATURE OF IMPROVEMENT*: _____

TYPE AND SIZE OF BUSH(S): _____

TYPE AND SIZE OF PLANT(S): _____

TYPE AND SIZE OF TREE(S): _____

MISCELLANEOUS.: _____

LOCATION: _____

DATE: _____

SIGNED BY UNIT OWNER(S): _____

DATE RECEIVED: _____

APPROVED BY LANDSCAPE COMMITTEE: _____

APPROVED BY BOARD OF DIRECTORS: _____

REJECTED BY: _____

REASON FOR REJECTION: _____

* If not a replacement, please attach drawing of plan and Plat of Survey.

Professionally Managed by:
EPI Management Company, LLC
14032 South Kostner Avenue, Suite M • Crestwood, IL 60445 • (708) 396-1800 • Fax (708) 396-9831
E-Mail: epi@epimanagement.com

**BLOOMFIELD CLUB II
Homeowner's Association**

Architectural Control Standards

Adopted May, 1992

Revised May 25, 1995

Revised November 8, 2000

Revised October 25, 2004

Revised July 15, 2005

ARCHITECTURAL CONTROL STANDARDS
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- Exhibit D ADDENDUM TO ARCHITECTURAL CONTROL STANDARDS WAIVER OF LIABILITY UNDERGROUND SPRINKLER SYSTEM**
- Exhibit E ARCHITECTURAL INDEMNIFICATION AGREEMENT/SATELLITE DISHES**

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 windows, 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 may not be removed nor capped with aluminum 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

SATELLITE DISHES (Revised May 2012)

- 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 the following:***
 - 1) *An antenna or dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services that is 24" or less in diameter;***
 - 2) *An antenna or dish that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and that is 24" or less in diameter or diagonal measurement;***
 - 3) *An antenna or dish that is designed to receive television broadcast signals; or***
 - 4) *A mast support an antenna or dish described in subparagraphs (1), (2) and (3) above.***

Any antenna or satellite dish that does not meet the requirements as outlined in subparagraphs (1) through (4) above is prohibited from being installed on the exterior of any building or grounds within the Association.

No short wave radio or other type of radio transmitter shall be permitted in or about any Unit that may interfere with the radio or television reception in any other home.

- c) *Installation: In furtherance of the Safety Purpose set forth herein, installation of satellite dishes and antennas will be allowed in accordance with the following:***
 - i. *A satellite dish or antenna must be mounted upon the least obtrusive exterior portion of a Unit. Satellite dishes are not to be permanently fixed or mounted directly to the roof surface. All Satellite dishes are to be***

placed in the rear of the building affixed to the chimney. SHIELD MODEL ONLY: Satellite dish may not be strapped to the sided (wood) chimney;

- ii. A mounting kit fabricated of stainless steel or other non-rusting material and stainless steel fasteners must be used;**
 - iii. No loose or hanging wires are permitted;**
 - iv. These are the approved safety areas on the homes where an owner may install a satellite dish or antenna. In the event an Owner is unable to receive acceptable transmission by installing the satellite dish or antenna, the Owner must, in his/her Architectural Control Improvement Application Form propose an acceptable installation location that will prevent injury to Owners and others, prevent damage to buildings and structures and promote the public safety amount the Association members in addition to providing free access to over-the-air reception devices and direct broadcast satellite signals. The method by which this may be accomplished is set forth in the section entitled "Procedure."**
- d) Procedure: Because of the safety purpose outline herein, prior to the installation of any satellite dish or antenna, request for the installation of the satellite and an Indemnification Agreement must be completed by the Owner and submitted to the Association Board of Directors for approval. (A sample form of said Indemnification Agreement is attached hereto.)**

The request for installation of a satellite dish or antenna should include the following information along with the Architectural Improvement Form:

- 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). A statement from the installing company is required addressing wind load characteristics of the apparatus and its installation. The installation company shall provide to the customer and to the Association Board of Directors an operating license from the Village**

and a Certificate of Insurance in the amount of \$1 million in Workers Compensation Insurance to statutory limits and such Certificate shall include the customer and the Association as additional insureds.

- 3) Proposed mounting mechanisms and fasteners, mounting location with a detailed drawing indicating the horizontal, vertical and lateral dimensions of the proposed location, the direction of point and the distance from the building or other surrounding objects.**
 - 4) Wiring diagram for the proposed installation, particularly the grounding of the device. Under no circumstances can wiring be drilled through siding.**
- v. All installations must be grounded in accordance with the requirements of the National Electrical Code.**
- e) 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 removal of the satellite dish or antenna. All costs of removal and restoration of the property shall be the sole responsibility of 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 antenna or to correct the violation(s). The fine shall be set by the Board of Directors in accordance with the approved guidelines for fines.**

The Association further reserves the right, at any time, to conduct an inspection of all satellite dishes, antennas and all component parts to determine if an installation is in accordance with these rules. In the event the Association determines consistent with its authority under Article V, Section 1 of the Declaration, may make any necessary repairs to the Unit exterior that arise out

of an Owner's installation and operation of a satellite dish, antenna or its component parts. All costs incurred in making such repairs will be assessed back to the Owner's account. These amounts, as well as any fines, will act as a lien upon the Unit until paid in full.

- 2) *The Association 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 Association, including attorney's 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) *In light of the Association's obligation to maintain roofs, any roof repairs that are made necessary as a result of the installation or maintenance of a satellite dish shall be performed by the Association at the Owner's expense. Owners shall not make any repairs to the roofs.* (REV. 5/23/12)

(End of Rule Modification)

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.

ANY INFRACTION OF THESE RULES & REGULATIONS WHICH CAUSES DAMAGE TO THE UNITS WILL BE THE RESPONSIBILITY OF THE UNIT OWNER TO CORRECT IN ACCORDANCE WITH ANY DIRECTIVE BY THE BOARD OF DIRECTORS.

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"

- b. **Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner(s) of its decision in writing within ten (10) days of said meeting.**
 - c. **The decision of the Board of Directors pertaining to Application for Improvement Appeals shall be final and binding on Unit Owner(s).**
- 6. **In the event of Board approval, Unit Owner(s) shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.**
- 7. **Upon construction of an improvement, Unit Owner(s) does hereby indemnify and hold harmless the Board, Association, its agent, and Unit Owner(s) from any and all claims, controversies, or cause of action resulting from said improvement, including the payment of any and all costs of litigation and attorney fees resulting there from.**
- 8. **Unit Owner(s), his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.**
 - a) **If at any time Unit Owner(s) fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this Agreement in writing.**
 - b) **Unit Owner(s) shall bring the improvement into compliance within ten (10) days of the date of said notification.**
 - c) **Failure of Unit Owner(s) to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.**
 - d) **Any expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account including all costs and attorney fees.**
- 9. **In the event Unit Owner(s) constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter**

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 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