

BLOOMFIELD CLUB III

NEW

RULES

AND

REGULATIONS

Adopted 1995
Revised June 2002
Revised January 2018

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I. Introduction

A. Board of Directors

The Board of Directors of the Bloomfield Club III Homeowners 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 III 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. Bloomfield Club Recreation Association

Bloomfield Club III homeowners are bound by all Rules and Regulations of the Bloomfield Club Recreation Association even if not expressed in this document. Bloomfield Club III Rules and Regulations take precedence over Bloomfield Club Recreation Association items if, and only if, more stringent.

C. 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 III Homeowners Association which was recorded in the Office of the Recorder of Deeds of DuPage County on June 20, 1990 as Document No. R91-164416 and as amended from time to time thereafter.

2. By-Laws

The By-Laws of the Bloomfield Club III Homeowners 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 III Board of Directors or any duly authorized commissions for the purpose of enforcing or furthering the objectives of these Rules and Regulations.

5. Signs (Refer to XIX. Sign Regulations)

For Sale, Open House and any other signs displayed by any resident (or his/her agent) for any purpose within the boundaries of Bloomfield Club III.

6. Open Areas

Driveways, guest parking areas, curbside parking, cul-de-sac areas.

II. Leases, Tenants, and Non-Resident Unit Owners (Refer to Declaration Revision)

- A. Any immediate family member may occupy the unit (parents and children of the owner).
- B. Any owner who has a current lease on file with the Association at this time may continue to lease the unit for as long as they own the unit.
- C. Owners may apply for a hardship waiver if they do not fall within the prior two exceptions. This request must be made in writing to the Board of Directors, setting forth the reasons for which a hardship waiver is requested. The Board's decision in this regard will be made as soon as possible and will be final and binding on the owner.
- D. For those owners who are presently leasing out their unit, please note that you must continue to provide the Association with copies of leases as they are signed, within 10 days of execution, and prior to occupancy. Owners who do not comply with the provisions of the new leasing amendment are subject to the charges and for legal action set forth in the amendment.

Amendment to the Declaration of Covenants, Conditions and Restrictions

Leases – In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the property. Notwithstanding any provisions of the Declaration to the contrary, rental, leasing, subleasing or other tenancy arrangement of Units by a Unit Owner, any descendant of a Unit Owner or contract purchaser is prohibited, except as hereinafter provided.

- A. A lease is a written agreement with a third party other than an immediate Family Member of the Owner, to occupy an Owner's Unit. For purposes of this Section an "Immediate Family Member" shall constitute a child (natural or adopted) or parent of the Owner. The Owner of each Unit at Bloomfield Club III shall occupy and use such Unit as a private dwelling for himself and/or his Immediate Family Members. Thus, except as set forth in this Section, leasing of Units is prohibited.
- B. Any Owner who has submitted a current lease to the Board as of the effective date of this Amendment, may continue to lease that Unit for as long as they own that Unit. Once sold, the Unit must be occupied by the new Owner or by

an Immediate Family Member of the Owner. Any Owner, who fails to submit a current lease to the Board within thirty (30) days of the effective date of this Amendment, will be restricted from leasing.

- C. Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.
- D. All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors prior to occupancy.
- E. In the event of any unauthorized lease of a Unit in violation of this Section, and in addition to the authority to levy fines against the Owner for violation of this Section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111 of the Illinois Code of Civil Procedure, an action for injunctive and other equitable relief, or an action at law for damages.
- F. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- G. All unpaid charges as a result of the foregoing subsections shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- H. Notwithstanding the foregoing provisions of this Section, in a case of extreme hardship, a Unit Owner may apply for a hardship waiver in the following manner:
 - 1. The Unit Owner must submit a request in writing to the Board of Directors requesting a hardship waiver, setting forth the reasons why they feel they are in need of an exception. The Board's decision as to whether to allow a hardship shall be final and binding.
 - 2. Any lease entered into pursuant to this subsection shall be in writing and for a period as determined by the Board. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Association's governing documents may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors.
 - 3. In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.
- I. The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of DuPage County.
- J. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of

Possession by the Circuit Court of DuPage County.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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 that does not jeopardize the health, safety and welfare of the other unit owners and tenants.
- B. No unit occupant shall keep more than a total of two (2) dogs or cats in a 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. No pet may be left unattended at any time outside.
- E. Dog stakes must not interfere with lawn maintenance and should be located adjacent to the patio or the building.
- F. No doghouses or dog runs are permitted.
- G. Pets shall be controlled so as not to create a nuisance.
- H. Pet owners must clean up after pets immediately after elimination of waste.
- I. A unit owner is responsible for the actions of pets or anyone living in or visiting his/her unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.
- J. Any unit owner, tenant, 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.
- K. 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.
- L. That all statues, 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 be removed from turf areas by sunset and on day of mowing.
- B. All installation of playground equipment or sandboxes is expressly prohibited.
- C. No birdbaths, lawn ornaments or flowerpots shall be installed on the grassy area nor may they be used in such manner as to interfere with lawn maintenance by the Association.
- D. Walk lights shall be limited to non-sodded areas.
- E. 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.
- F. Unit owners are responsible for keeping their immediate lawn area clean and free of debris.
- G. Unit owners are responsible for the maintenance and appearance of all concrete surfaces on their property, including oil spills. All items used to catch or absorb oil shall be removed when vehicle is not present.
- H. Water hoses and sprinkling equipment shall not be stored, or used in such a manner as to interfere with lawn maintenance by the Association.
- I. The Board reserves the exclusive right, at its option, to remove from the property any plants, fences, equipment, or other devices listed in this section, and charge the unit owner for any costs incurred by the Association in enforcing this section.
- J. Unit Owners are required to keep the garage coach lights lit from dusk to dawn. Porch coach lights are not required to be lit from dusk to dawn. Failure to comply will result in an initial \$25 fine assessed by EPI. Continued violations will result in escalation of fines for each infraction.

V. Mailboxes

No advertisements or handbills are permitted to be displayed on the mailbox structures without prior written consent of the Board.

VI. Landscaping

- A. No sod shall be removed for flower beds, gardens or additional landscaping without prior approval by the Board and a formal written commitment that the owner and any subsequent owners will either maintain the area or restore it to its original condition. All requests must be submitted on the Landscape Addition Application Form.
- B. Replacements for dead plantings will be in kind unless prior approval is obtained.
- C. "The Association is responsible for replacing all dead original plantings upon

expiration of the builders warranty.”

- D. Floral plantings will be allowed in existing beds providing that the existing landscaping is not altered or obstructed. Owners are responsible for maintaining these plantings.
- E. Vegetable plants or fruit trees may not be planted in the ground.
- F. Sod ruined by unit owner or tenant neglect or abuse shall be replaced by the Association at the unit owner’s expense.
- G. Only shredded cedar or hardwood mulch is permitted in shrub and tree beds. Large mulch is not permitted.
- H. Home Owners may install borders on bare ground around trees/shrubs. All borders must be maintained to be straight, vertical and in a continuous line. Rocks must be more than 3” in diameter to avoid hazard during mowing/trimming. Owners who currently have stones smaller than 3” will be “grandfathered.” Nothing can be in the grass area, as it would make mowing difficult.
- I. Decorative 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 or buildings.
- K. It is the responsibility of the unit owner to adequately water all landscaping, (i.e., grass, trees, bushes, plants) and incur costs for same, if they do not. They must replace with like plants or they will incur a fine.

VII. Garages (Also refer to Architectural Control Standards)

- A. Garage doors must be kept closed as much as possible.
- B. No major car repairs, which cause any type of nuisance, fire hazard or annoyance to neighbors, are permitted in garages or on driveways.
- C. No barbecuing is allowed in garages.
- D. Homeowners are responsible for the replacement of exterior garage light bulbs. Replacement bulbs shall be 100-watt LED equivalent in garage coach lights and white in color.
- E. Garages are to be used for storage of vehicles and other items. Care and consideration for others must be exercised if the garage is used for minor repairs or maintenance of vehicles. Gasoline, propane, or other solvents that create harmful and offensive fumes which may 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 harms other units, it shall be removed upon notification from the Board.

VIII. Permitted Vehicles

- A. No vehicles with descriptive lettering or signage of any kind are permitted in open areas overnight.
- B. No trucks with plates "C" (10,000 lbs.) through "Z" (gross weight) are permitted in open areas.
- C. No major car repairs are permitted in open areas.
- D. No unlicensed vehicles may be stored in open areas.
- E. 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. In no case should they be stored overnight in open areas.
- F. No vehicle is permitted to block any portion of any sidewalk or pedestrian passageway at any time.
- G. All state, county and village ordinances with respect to vehicle licensing, insurance, parking, etc., are incorporated herein.

IX. Garbage

- A. All garbage must be placed in covered metal or plastic cans or in tied, heavy-duty plastic trash bags (1.2 mil or thicker).
- B. Garbage cans or bags 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 removed from sight unless pickup has been scheduled for the following day. (See Rule E. below.)
- C. Garbage shall be placed at the end of each driveway.
- D. Any litter remaining on the ground after pickup shall be removed by the resident.
- E. Garbage shall be kept out of sight at all times other than pickup day.

X. Seasonal Decorations

- A. Exterior seasonal decoration 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. External decorations are permitted to the extent that they do not damage the exterior of the unit.

XI. Unit Alterations (Also refer to Architectural Control Standards)

- A. No alterations of any kind may be made to the exterior area of the building,

including roofs, siding, decks, patios, etc. without prior written consent of the Association.

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

XIII. Patios/Decks (also refer to Architectural Control Standards)

- A. Unit owners are responsible for keeping patios and decks clean of clutter.
- B. Patios/decks may not be used for storage, other than for storage of barbecue grills and other items usually associated with patios/decks.

XIV. Window Treatments (also refer to Architectural Control Standards)

- A. No awning, canopy, shutter, window air conditioners, or fans of any type will be permitted.
- 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 ninety (90) days. These temporary coverings should be neutral in color.

XV. Storm Doors (Refer to Architectural Control Standards)

XVI. Firewood Storage

- A. Firewood may not be stored outside of any residence.
- B. All 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 PM.

XVIII. Grills

- A. Installation and placement of any permanent gas grill must be approved by the Board. Use of portable grills is recommended.
- 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.
- D. 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. All signs must conform to all Village of Bloomingdale ordinances.
- B. Signs may not exceed four (4) square feet in total area (i.e. 2'X2').
- C. One (1) sign may be displayed in the interior of residence windows. One (1) sign may be displayed outside residences on weekends only from sunrise Saturday to sunset Sunday.
- D. No signs may be displayed on the parkway or any other common area without the prior written consent of the Board.
- E. Signs for commercial purposes other than the sale of a residence and signs of a political nature are prohibited.

XX. Garage Sales

No garage sales are allowed unless coordinated by the Bloomfield Club Recreation Association or the Bloomfield Club III Homeowners Association. A valid Village permit must be obtained from the police department. Total compliance with Village ordinances must be maintained.

XXI. General Rules

All rules, regulation, 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.

XXII. Assessment Collection and Late Charge Policy

- A. Monthly assessments are due on the first day of each month.
- B. A \$25.00 per month late charge will be added to a unit owner's assessment account if payment of a monthly assessment is received after the tenth (10th) day of the month. A late charge will be added each month an outstanding balance remains on the unit owner's assessment account.
- C. On the thirtieth (30th) day of a delinquency: The Management company will send a statement to the unit owner indicating the delinquent balance due and advising that late charges have accrued.
- D. On the sixtieth (60th) day of a delinquency: The Management company will request the Association attorney to institute collection procedures when any account is delinquent in excess of \$200.00. All legal fees incurred in this process are the responsibility of the unit owner and will be added to their assessment account.

- E. On the ninetieth (90th) day of the delinquency: The Association attorney is authorized to initiate a "Forcible Detainer" action and a lien will be placed on the unit. All legal fees, filing fees, costs and court appearance fees are the responsibility of the unit owner and will be added to the assessment account.

XXIII. Enforcement Policies

- A. If a unit owner or tenant 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:
1. If any person subject to the Declaration, By-Laws, or Rules and Regulations is believed to be in violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations, a signed and written complaint must be submitted by an unit owner, the managing agent, a resident or member of the Board of Directors. (See Exhibit "B", entitled Violation Report.) A written equivalent will also be accepted.
 2. The person charged with the violation will be given written notice of the complaint, informing him/her of the 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 Company or attend the aforesaid 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.
 3. If any resident is found to have been in violation, a fine may be charged to the assessment account of the unit owner.
 4. There will generally be a twenty-five dollar (\$25.00) fine for each first time violation. However, the Board reserves the right to assess a greater fine if the situation warrants. Additional fines for subsequent violations will be determined by the Board.
 5. 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.
- B. 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.
- C. 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.

- D. 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.

EXHIBIT A: RIDER TO LEASE

This Rider is added to and made part of the attached lease in accordance with the Rules and Regulations of the Bloomfield Club III Homeowners Association. By this Rider the undersigned parties to said lease expressly acknowledge that, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of Bloomfield Club III Homeowners Association shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce same.

_____	_____
Lessor (Landlord)	Lessee (Tenant)
_____	_____
Lessor (Landlord)	Lessee (Tenant)

Date	

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

Please complete the following for the Association use only.

Lessor Information:

Tenant Information:

Emergency Phone - Home

Emergency Phone – Home

Emergency Phone – Work

Emergency Phone – Work

Home Address

City, State, and Zip code

EXHIBIT B - VIOLATION REPORT

BLOOMFIELD CLUB III HOMEOWNERS

VIOLATION REPORT

PLEASE NOTE: A Violation Report 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 the next regularly scheduled Board meeting on _____ at approximately _____ PM. 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: _____ Approx. Time _____

VIOLATION (S): _____

Report submitted by: _____ Phone: _____

Address: _____

Signature: _____

EXHIBIT C - LANDSCAPE ADDITION APPLICATION FORM

**BLOOMFIELD CLUB III HOMEOWNERS
LANDSCAPE ADDITION APPLICATION FORM**

NAME: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF IMPROVEMENT: * _____

* If not a replacement, please attach drawing of plan and plat of survey.

TYPE AND SIZE OF BUSH (ES) _____

TYPE AND SIZE OF PLANT (S) _____

TYPE AND SIZE OF TREE (S) _____

LOCATION: _____

DATE: _____

SIGNED: _____

DATE RECEIVED: _____

APPROVED BY: _____

REJECTED BY: _____

REASON FOR REJECTION: _____

EXHIBIT A - ARCHITECTURAL IMPROVEMENT APPLICATION

Application must conform to Architectural Standard

NAME _____ DATE _____

ADDRESS _____

LOT NO. _____ PHONE _____

NATURE OF IMPROVEMENT _____

COLOR _____ STYLE _____

LOCATION _____ DIMENSIONS _____

CONSTRUCTION MATERIALS _____

SUPPLIER _____

PLANS & SPECIFICATIONS TO 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 maintenance and repair of this improvement.

DATE _____ SIGNED _____
Owner

FOR OFFICE USE ONLY

APPROVED BY _____ DATE APPLICATION RECEIVED _____

INSPECTED BY _____ RECEIVED BY _____

INSPECTED ON _____ DISAPPROVED BY _____

REASONS FOR DISAPPROVAL _____

RESOLUTION TO ADOPT ASSOCIATION RULES

WE, THE UNDERSIGNED, being a proper majority of the Board of BLOOMFIELD CLUB III HOMEOWNERS ASSOCIATION, at a meeting duly called for such purpose, do hereby consent to the following resolution:

WHEREAS, Article, Section 5.01 of the Association’s Bylaws (hereafter “Bylaws”) provides that the direction and administration of the Property and the affairs of the Association shall be vested in the board; and

WHEREAS, the Board, in accordance with Part III, Article One, Section 3.1.04, of the Declaration has the authority to adopt and amend rules and regulations the board may deem advisable covering the details of the operation, use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the owners and occupants of the Property; and

WHEREAS, the Board is adopting comprehensive Rules and Regulations pursuant to authority vested in the Board; and

WHEREAS, the Board has determined that the most effective means for the enforcement of the Declaration, Bylaws and Rules and Regulations of the association is through establishment of a comprehensive set Rules and Regulations, including policies and procedures for their enforcement; and

WHEREAS, the Board, has determined that the most effective means for the enforcement of the Declaration, Bylaws and Rules and Regulations of the association is through establishment of a comprehensive set of Rules and Regulations, including policies and procedures for their enforcement; and

WHEREAS, the Board, under its rule making authority, wishes to establish rules, regulations, policies and procedures for the enforcement of the Declaration, Bylaws and Rules and Regulations of the Association;

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution, does hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof.

Adopted this _____ day of _____, 20 , at Bloomingdale, Illinois.

EFFECTIVE DATE: January 1, 2019

OBJECTIVE/PURPOSE: This policy is created and in compliance with Section 35 of the Condominium and Common Interest Community Ombudsperson Act (the “Act”) (765 ILCS 615/et. al). This policy is adopted by the Board of Directors of the Bloomfield Club III Townhome Association (“Association”) and shall be the procedure referred to as “Internal Dispute Resolution” in the Association’s Rules and Regulations.

This policy shall provide Owners with the procedure to file disputes against the Association.

This policy is applicable to any and all disputes an Owner may have with the Association. The policy applies to disputes including, but not limited to, (1) violations of governing documents; (2) misconduct regarding duties, powers, and/or authority; (3) failure to satisfy and/or complete responsibilities; and (4) any other reasonable grievances an Owner may have with the Association. This policy shall not apply to disputes between Owners.

This policy is available to all Owners upon request from the Association.

RESPONSIBILITY: The Board of Directors for the Association, at the time of the dispute, shall be responsible for resolving all Owners’ disputes. The Association President shall be responsible for implementing this policy. The Association President, or any other executive Board Member, shall be responsible for forwarding misaddressed disputes to the Board of Directors for the Association in a timely manner.

POLICY:

Unless otherwise defined herein, terms used in the Procedure shall have the meaning as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Bloomfield Club III Townhome Association, as amended from time to time.

PROCEDURE

Owners who have a dispute with the Association and wish to initiate a formal dispute resolution must prepare a written complaint of the dispute or grievance and submit the complaint to the proper responsible party.

Any Owner who has a dispute with the Association shall do as follows:

1. Fill out the Complaint (attached hereto as Exhibit 1) and provide a detailed description of the dispute and/or grievance.
2. Mail Complaint to Counsel for the Association at the following address:
EPI Management Company LLC.
14032 S. Kostner Avenue, Suite M
Crestwood, Illinois 60418
3. Provide a return address and/or electronic mailing address to receive the Board of Directors final determination of the Complaint.

Once the Complaint has been received by Association’s Board of Directors, the Complaint will be reviewed. The Board of Directors will investigate the merits of the dispute and/or grievance set forth in the Complaint. The Board of Directors will consult with the Association or other relevant individuals, if necessary. Within one hundred and eighty (180) days of receiving the Complaint,

the Board of Directors will complete its investigation and prepare a written final determination. The Board of Directors determination shall be marked clearly and conspicuously as “FINAL.” The Board of Directors will provide copies of the final determination to the Owner, Association, and all other relevant parties.

Please be advised that if the dispute occurs on or after July 1, 2020, and the Owner disagrees with or finds the Board of Director’s determination unsatisfactory, then the Owner may request assistance from the Ombudsperson, pursuant to Section 40 of the Act, within thirty (30) days of receiving the Board of Directors final determination. If the Owner fails to receive a determination marked clearly and conspicuously as “FINAL,” then after ninety (90) days of filing the original Complaint, the Owner may request assistance, pursuant to Section 40 of the Act, from the Ombudsperson. Assistance is available to Owners only who are current in assessments, fees, or funds to the Association and who have attempted to resolve the dispute through the Association’s Procedure described above.

BLOOMFIELD CLUB III TOWNHOME ASSOCIATION

Complaint – Exhibit 1

OWNER’S NAME: _____

UNIT ADDRESS: _____

DESCRIPTION OF DISPUTE: _____

DATED: _____

SIGNED: _____

RETURN FORM TO:
EPI MANAGEMENT COMPANY LLC
14032 S. Kostner Avenue, Suite M
Crestwood, Illinois 60418