

**BLOOMFIELD CLUB III HOMEOWNERS ASSOCIATION**  
**MONTHLY MEETING**  
**February 19, 2018**

**Officers**

Toni Buhrke-President  
Dan Dicken – Vice President  
Donna Gibbons – Treasurer  
Jan Bedard – Secretary  
Terri Garner - Director

**Call to Order**

Toni Buhrke called the BCIII Homeowners Association Board Meeting to order at 7:01 pm on Monday, February 19, 2018.

**In Attendance**

Toni Buhrke, Dan Dicken, Jan Bedard, Donna Gibbons, Terri Garner of the BCIII Homeowners Association Board and Scott Adler representing EPI Management Company.

**Homeowners Open Forum (open 7:01 pm)**

Kamierski - Wedgewood asked that an old late fee from 2012 be waived since she has been current since that time and was not aware she still owed it until recently.

**Approval of Minutes**

Donna made a motion to approve the January 2018 minutes, Dan seconded;  
Minutes were approved.

**Treasurers Report**

Donna presented the Treasurer's Report. Jan made a motion to approve the Treasurer's Report as presented, Toni seconded, all in favor.

**Recreation Board Liaison Report**

Jan reported that new flooring is being installed this week, samples of different flooring materials are set up in the front foyer. Painting will follow flooring and the Easter/Spring brunch is moved to the end of April when everything will be complete.

**Management Report**

**II. Operating**

- A.** Tuckpointing – Per the boards request Scott reviewed the tuckpointing repairs over the last three years and the summary shows that no areas have been repaired twice during the three-year period.
- B.** Stoop Repair History – Scott provided history, along with attorney correspondence to use as a comparison for future decision making.
- C.** Foundation Concerns – Tabled until more information comes in from Atlas Restoration.
- D.** Snow Removal Total Report – Discussion was had about making the decision to plow after 2 inches since the snow removal company is not on site and doesn't always know when 2 inches hits our neighborhood. It was decided that Dan would be the person to contact the snow removal company

when snow has accumulated and needs to be plowed, Donna volunteered to be the second if Dan is not available.

**E. Ice Damming** – Six units reported ice damming. Homeowner is responsible for any inside damages but EPI will send our roofing contractor in the Spring to inspect roofs and make sure that no roof damage has occurred to these units.

Four homes were used as test units and gutter modifications were made to these units. Two units, 255/253 Benton and 247/249 Lynwood, had complete gutter reconfiguration done. Two units, 234 and 236 Benton, only had their upper downspout redirected. After having enough bad weather to test the results it has been determined that the units where the upper downspouts were re-directed were the most effective in preventing the ice build-up. Therefore, Scott will get costs to re-directing the upper downspouts on the remaining units that have the ice build-up issues.

**F.** The new change to Section 19 of the Illinois Condominium Act which requires condominium association to maintain a record of each owner's contact information, including email and phone, does not affect BCIII because we are governed under the Common Interest Community Associations Act (CICAA). The change to the Condominium Act did not carry over to the CICA act for 2018.

**G.** Modification Request (303 Wedgewood) for installation of satellite dish on the roof. Previous BBIII Boards have set the precedent of not allowing dishes to be mounted to the roofs. The reason is that the installation of the dishes on the roof risks causing damage to the roof, effecting the integrity of the entire roof. The board agreed that the homeowner could mount the dish on the chimney but by doing so would take responsibility for any damage to the chimney. In the event that the service provider cannot effectively install the satellite dish on the chimney due to the height and direction of the unit chimney facing North, the H/O will need to seek alternate solutions.

#### **Violation Letters**

Appeal of Violation was denied.

**New Business** – Donna reminded Scott that doors and wrought iron fences were not painted last year or even the previous year and ~~they~~ were part of the painting contract and therefore need to be painted this year without any additional cost to the association.

**Old Business** – Toni shared the following article from the Tribune that validates the Board's decision to mandate garage lights be kept turned on from dusk to dawn to help promote neighborhood safety. See the attached article.

**The February 2018 Bloomfield Club III Homeowners Association adjourned at 7.34 pm**

# Is it legal for association to make us keep lights on?



**BENNY L. KASS**  
Housing Counsel

**Q: I live in a 109-unit town home association. Recently the association purchased and installed replacement carriage light fixtures for the garages and porches of all units. This action was much needed and appreciated. The new light fixtures have a dusk-to-dawn photocell and 100-watt LED light bulbs.**

**The association board informed us that we are now required to leave the light switch, which is inside our unit, in the on position 24/7. This was not the case for the old fixtures. Yes, leaving the lights on at night increases security; however, our neighborhood is now so bright at night that you could read this column outside without squinting — and all that light now pours through our windows all night long. This is bothersome in the summer when one wishes to keep windows open for fresh air.**

**I question the legality of this new requirement as the light switch is inside my town home and therefore is not under the association's control. I'll also mention that even though the electricity cost will be minimal, I now do not have a choice in managing my energy usage and bills. This stinks of Big Brother governance. My question is, does the association have a legal right to make us leave our lights on?**

**A: Didn't you know about Big Brother before**



TAMMY LJUNGBLAD/  
KANSAS CITY STAR

Bright lights might be bothersome, particularly at night, but since the town home association board has the legal authority to manage and control common elements, owners have to abide by its rules.

condo? As I often write, condominium living is democracy at its best and at its worst.

You admit that security is important, and every condominium board has the legal authority — and the obligation — to assure the neighborhood is safe. There is an old California case in which the board turned off common area lights, presumably to save money, and the evening they were turned off a resident was assaulted. She won her case, hands down.

The lights are clearly disturbing, but since the board has the legal authority to manage and control common elements, you have to abide by its rules. You cannot opt out.

Most association boards are protected by what is known as the business judgment rule; namely, a court will not second-guess a board decision —

that decision was somehow against public policy or was totally illegal.

I discussed this question with some association attorneys from around the country. One attorney told me that her association did the same thing as yours; however, they put some kind of umbrella over the lights so the beams point down.

If you can't reach some kind of resolution with your board, you really have only two choices: Sell your unit and move out or buy window blinds, assuming, of course, this is permitted in your association.