

BLOOMFIELD CLUB III

NEW

ARCHITECTURAL

AND

LANDSCAPING

CONTROL STANDARDS

Adopted July 1995
Revised November 1998
Revised August 2002

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The following standards have been developed in furtherance of the Board's power to adopt and enforce Bloomfield Club III Rules and Regulations.

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

- A. To inform and advise homeowners on any improvement or modification that they are about to undertake to insure that the design is in keeping with the standard of the community and requirements of the Village of Bloomingdale.
- B. All exterior modification/improvements of any kind must have the written approval of the Architectural Control Commission and the Board of Directors for Bloomfield Club III before any such work may be started.
- C. All requests will be reviewed the ~~second Tuesday~~ **Third Monday** of each month at 7:00 PM in the Bloomfield 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 first Wednesday of the following 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 and or improvements to their property.
- F. Work must follow approved plan or be subject to 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 the rear of the building only, except for end unit, premium size lots which may extend into the side yard up to 20% of the distance from the rear outside corner of the existing structure to the easement or lot line, whichever is less. Measurement to be based on the Plat of Survey.
- b. Decks may not extend within five feet (5') of rear lot lines unless the lot directly abuts a platted public easement area in which case the minimum offset will be three feet (3'). Offsets from common side lot lines shall be a minimum of two feet (2'). An exception would be to the edge of the original patio when that patio was constructed closer than two feet (2') from the lot line.
- c. Decks may not extend into platted easement areas. Encroachment into building setback areas adjacent to public roadways will generally be allowed and will be considered on an individual basis.
- d. 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.
- e. Deck railings may not exceed 42" inches in height.
- f. Decks shall have fascia board that extends to the ground on all visible sides. Lattice work is not permitted.
- g. A trellis built above the deck cannot be any higher than nine feet from the deck floor and cannot extend beyond the existing structure.
- h. Decks cannot be roofed, closed-in, screened-in, or carpeted.
- i. Privacy walls constructed in place of railings shall not be utilized on more than 50% at the deck perimeter, excluding the edges abutting the building.
- j. Decks must be built at or below the level of the ground floor of the unit.

- k. Decks must conform to all Village of Bloomingdale building codes.
 - l. Unit owner must maintain deck.
2. PATIOS:
- a. Patios are subject to the same location and size restrictions as decks.
3. STORM DOORS:
- a. Only white full view storm doors are allowed (70% glass, three to four inch frame) both front and rear.
 - b. 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.
 - c. The Board reserves exclusive right to determine whether Maintenance of such doors is adequate, and may, at its option, 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.
4. GARAGE DOORS:
- a. No exterior alteration may be made to garage doors.
 - b. Replacement doors shall be in kind.
 - 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 decisions.
5. SKYLIGHTS:
- a. Skylights cannot be added to an existing unit due to the nature of the truss construction employed.
6. COACH LIGHTS:
- a. Coach lights must be black in color and conform in style to those provided by the developer.
7. ADDRESS NUMBERS:

- a. Address numbers must be black in color and conform in style to those provided by the developer.
8. PLAYGROUND AND RECREATIONAL EQUIPMENT:
- a. Permanent installations for basketball nets, playground equipment, hot tubs, etc. are prohibited.
 - b. Temporary recreational equipment will be permitted only if it is stored indoors when not in actual use.
9. WINDOWS:
- a. Mullions (window bars) are to be in place at all times and included in replacement glass per the original installation.
10. 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 Exhibits, A., B. and D.
 - b. Sprinkler heads shall not interfere with lawn maintenance operations.
11. MISCELLANEOUS:
- a. Only privacy fences identical in materials, construction, color and size as those installed by the developer will be allowed and only when located on common lot lines and adjacent to the building. All other fences are prohibited.
 - 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. Aluminum vent covers must match those originally installed by the developer.
 - g. Downspout extensions must match existing downspout.
 - h. 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.

- i. Painting of exterior concrete or masonry surfaces is prohibited.
- j. Permanent or temporary clotheslines are not permitted.

12. Satellite Dish & Internet Antennas

May 16, 2002

To All Unit Owners

Re: Bloomfield Club III Homeowners Association
Satellite Dish & Internet Antennas

Dear Unit Owner:

This letter is in regards to the satellite dish or Internet antenna you have installed or may install, as a part of your unit. The satellite dish or Internet antenna is a part of your unit and is your responsibility. As the unit owner, you are responsible for all maintenance and repairs relating to the installation and use of the satellite dish or Internet antenna, including all maintenance and repairs to the building. You are required to maintain the satellite dish or Internet antenna in a safe condition. If you are no longer using the satellite dish or Internet antenna to receive service, you must remove the dish or Internet antenna. If you sell your unit, and the purchaser does not wish to keep or use the satellite dish or Internet antenna, you must remove the satellite dish or Internet antenna prior to moving. The Association requests that you notify the Board or Management of your intentions with respect to the satellite dish or Internet antenna prior to the closing of a sale of your unit. Please note that, as a part of the assessment letter issued for closing, the Association may require that a sum be withheld as deposit to cover any costs incurred by the Association to remove the satellite dish or Internet antenna or to make repairs caused by any damage resulting from the use or installation of the satellite dish or Internet antenna.

Per the Board of Directors, the preferred location is on the chimney and that the satellite dish or Internet antenna is professionally installed.

The Association appreciates your cooperation with respect to your satellite dish or Internet antenna in order to keep the Association properly maintained and for the health, safety and welfare of the residents.

If you have any questions, please do not hesitate to contact the Service Department at (708) 396-1800, extension 11.

Very truly yours,

Ada Marie Crowley
Property Manager
AMC/fl

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)

(Owner)

FOR OFFICE USE ONLY

APPROVED BY _____ DATE APPLICATION RECD _____

INSPECTED BY _____ RECEIVED BY _____

INSPECTED BY _____ DISAPPROVED BY _____

REASONS FOR DISAPPROVAL _____

EXHIBIT B – ARCHITECTURAL CONTROL AGREEMENT

BLOOMFIELD CLUB III

This Agreement is entered into this ____ day of _____, 20____, by and between _____ (“Owner”) and the Bloomfield Club III Homeowners, Inc., an Illinois not-for-profit corporation (“Association”) for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the Bloomfield Club III 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 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 Directors of Bloomfield Club III Homeowners Association.

The Owner resides at _____, Bloomingdale, Illinois, and is the owner of the property within the association commonly known as Bloomfield Club Homeowners Association.

- V. The Owner shall submit to the Board of Directors and to its duly appointed Architectural Control Commission of Bloomfield III and “Architectural Improvement Application Form”.
- VI. In the event Unit Owner uses a contractor, the contractor must provide the Association with a Certificate of Insurance.
- VII. The Board or its duly authorized agent shall notify Unit Owner in writing of its decision to approve or reject Unit Owner’s proposed improvement.
- VIII. In the event the Application is rejected, Unit Owner may resubmit an Application including changes, modification or additional improvements in accordance with the conditions set forth in the Board’s notice of rejection.
- IX. In the event the Application is unconditionally rejected Unit Owner 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 a Unit Owner, Unit Owner shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.
 - B. Upon adjudication of the Unit Owner’s appeal, the Board shall notify Unit Owner 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.
- X. In the event of Board approval, the Owner 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.
- XI. Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its agent and Unit Owners from any and all claims,

controversies, or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorney fees resulting there from.

- A. If at any time Unit Owner 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 shall bring the improvement into compliance within ten (10) days of the date of said notification.
- C. Failure of Unit Owner 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.

XIII. In the event Unit Owner constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter 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.

XIV. Upon transference of the ownership of the unit, the Unit Owner shall inform the successor in title, including any tenant or purchaser by Articles of Agreement for Warranty Deed or tenant, of the existence of this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

XV. Time is of the essence in this Agreement.

XVI. This agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

BLOOMFIELD CLUB III
HOMEOWNERS ASSOCIATION:

UNIT OWNERS:

By: _____
President

ATTEST:

Secretary

EXHIBIT C
ADDENDUM TO ARCHITECTURAL CONTROL
COMMITTEE STANDARDS
WAIVER OF LIABILITY
UNDERGROUND SPRINKLER SYSTEM

In addition to complying with the Architectural Control Committee Standards adopted by the Board of Directors in _____, 200__ 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 III Homeowners Association is not responsible for any damage whatsoever 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 III 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 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.

DATED THIS _____ DAY OF _____, 20____.

BLOOMFIELD CLUB III
HOMEOWNERS ASSOCIATION,
An Illinois not-for-profit corporation

UNIT OWNERS:

BY: _____
President

ATTEST:

BY: _____
Secretary

Address

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: _____

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.

