

**BLOOMFIELD CLUB
RECREATION ASSOCIATION**

RULES AND REGULATIONS

REVISED: MARCH, 2021

BLOOMFIELD CLUB RECREATION ASSOCIATION

Rules and Regulations

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BLOOMFIELD CLUB RECREATION ASSOCIATION

Rules and Regulations

I. Introduction

A. Board of Directors

The Board of Directors (the “Board”) of the Bloomfield Club Recreation Association (“BCRA” or the Association) is empowered to adopt the following Rules and Regulations, and rules, procedures and standards for the enforcement thereof, according to the Declaration of the Bloomfield Club Recreation Association and its By-Laws, to administer the Property in an orderly manner, maintain a harmonious relationship among Homeowners 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. All Rules and Regulations concerning the Common Areas of the Recreation Association, the berm easement, the Common Facilities of the Recreation Association and architectural control provisions adopted by any duly incorporated and recognized Bloomfield Club Homeowner Association shall take precedence over these Rules and Regulations to the extent, and only to the extent, that said Rules and Regulations are deemed by the Board to be more restrictive than these Rules and Regulations.

C. Definitions:

In the event a term is used in the Rules and Regulations 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. By-laws: The By-laws of the Bloomfield Club Recreation Association, and as amended from time to time thereafter.
2. Declaration: The Declaration of Covenants, Conditions and Restrictions of the Bloomfield Club Recreation Association, which was recorded in the Office of the Recorder of Deeds of DuPage County on November 9, 1988 as Document No.R88-128838 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 Recreation Association Board of Directors for the purpose of enforcing or furthering the objectives of these Rules and Regulations.
5. Managing Agent: Any individual or company specifically retained by the Board to oversee the management of all BCRA property and enforcement of all BCRA Rules and Regulations.
6. Resident: A person who can prove legal full-time residency through a driver's license, a state ID, a utility bill or a mortgage or rental agreement. All documents must have an address within Bloomfield Club. The exceptions to the above are children who are residing at a college or technical school and living at Bloomfield Club during school breaks and children held in joint custody. They will also be considered residents.
7. Member: Any Bloomfield Club resident whose membership in the BCRA is in good standing.
8. ID Cards: A Photo ID card will be issued to either the Member or Resident. Each household is eligible to receive two (2) guest passes.
9. Inside Pool Area: The inside pool, spa and surrounding deck.
10. Outside Pool Area: The outside pool and surrounding deck.
11. Wading Pool Area: The wading pool and surrounding deck.
12. Pool Area: The pool and surrounding deck area for all BCRA pools and spa collectively.
13. Patio Deck: Patio area adjacent to west side of pool.
14. Signs: For sale, for rent, open house and any other signs displayed by any resident (or his/her agent) of the Bloomfield Club for any purpose within the boundaries of the Bloomfield Club.

II. Leases, Tenants and Non-Resident Home Owners

- A. All homeowners who do not reside in a home owned by them shall provide the Association or its Managing Agent with their permanent address and home and work telephone numbers where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to that homeowner's account. Unless otherwise provided by law, any homeowner 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 home and the Association shall not be liable for any loss, damage, injury or prejudice to the right of said home owner caused by any delays in receiving notice resulting there from.
- B. Each homeowner shall be responsible for providing his or her lessee(s) with copies of the Declaration, By-laws and Rules and Regulations and supporting documents.
- C. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a lessee, the Board in its sole discretion shall determine what action or actions are necessary against the residence owner or lessee as the case may be.
- D. All expenses of the Association, including attorney's fees incurred by the Association, in connection with any violations under these rules, shall be assessed to the account of the residence owner responsible.
- E. Homeowners who are renting their residence must notify the Board of Directors as to who will have Clubhouse privileges, the Owner or the Tenant.

III. 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 residence. 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 residence owners and tenants.
- B. No resident shall keep more than a total of two dogs or cats in a residence.
- 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 and private areas and property or injury to persons and other pets.
- D. Pets cannot be left unattended at any time outside other than within a fenced-in yard.
- E. Doghouses or dog runs are not permitted.
- F. Pets shall be controlled so as not to create a nuisance.

- G. Pet owners must clean up after pets immediately after elimination of waste.
- H. A resident owner is responsible for the actions of the pets of anyone living in or visiting his/her residence, and the costs of repairing or remedying any damage caused by a pet shall be charged to the resident owner responsible.
- I. Any resident 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.
- J. Any resident owner who has been found to have been responsible for more than two violations of the above rules shall be deemed liable for having a pet which causes a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the resident owner to have the pet removed permanently from the property upon three days written notice to the owner from the Board or its authorized agent.
- K. All statutes, ordinances, rules and regulations of any governmental organization or body having jurisdiction over the property, pertaining to animal regulations, are incorporated herein and made a part hereof.
- L. Pets are not allowed on the common areas surrounding the Bloomfield Clubhouse, including all grass areas around the Clubhouse.
- M. Pets are not allowed in the Pool Areas or tennis courts.

IV. Appearance of Residence's Outside Area

- A. Resident owners are responsible for keeping their immediate lawn area clean and free of debris.
- B. Landscaping is the responsibility of the unit owner. Lawns must be manicured and must not exceed six (6) inches in height. Dead trees and shrubs must be removed within a growing season. Weeds must be kept under control.
- C. Building or any structure of a temporary character, such as a shed, shack, garage, barn, pet enclosure or other type of outbuilding cannot be used or constructed on any property. A resident may keep one patio storage box on the Resident's patio or deck. The size of the box is not-to-exceed 48" in height and 45 cubic feet in volume and the box, moveable, not permanent, must be made of plastic material or pressure treated wood and must be maintained in good condition.

- D. The Board reserves the exclusive right, at its option, to remove from the property any fences, debris, structures or other devices listed in this section; to maintain the lawn and landscaping; and to charge the resident owner for any costs incurred by the Association in enforcing this section.
- E. Applications for additions such as fences and decks will be submitted to the appropriate association's Architectural Commission for approval. The Luxury Homes will submit their request to the BCRA Architectural Commission for approval – the Architectural Improvement Application Form (Exhibit E) must be submitted with the plans and specifications. Applications are available at the Clubhouse.

V. Exterior Renovations/Repairs/Replacements

- A. Residents who are planning exterior repairs, renovations, or replacements are to fill out an Architectural Improvement Application Form (Exhibit E) and return it to the Clubhouse with the requested information. The Architectural Improvement Committee will respond in a timely manner. Once an approval letter is received from the Committee, a resident can apply for a Permit from the Village if a Permit is required.

VI. Fences

- A. Fences may be permitted in the Luxury Homes, per the Declaration Section 6: All perimeter lots may only install fences to match the builder installed black iron fences; other Luxury Homes are only allowed board-on-board fences, not to exceed four (4) feet high, and must be left natural or sealed with a clear sealer.
- B. Fences originally installed by the contractor, must be maintained and replaced to conform to the same construction, materials, design and dimensions.
- C. All applications for such fences must be submitted to the BCRA Architectural Commission for design approval prior to submission to the Village for a building permit. The Architectural Improvement Application form must be submitted with the plans and specifications. Applications are available at the Clubhouse.

VII. Decks

- A. All Decks must conform to all Village ordinances, codes and regulations. All deck Architectural Improvement Application Forms (Exhibit E) must meet the following criteria:
- B. Decks may be located in the rear of the residence only.
- C. Fascia boards will extend to the ground on all visible sides. Lattice fascia is not permitted.

D. If a homeowner chooses to paint or stain his/her deck, the paint or stain will esthetically integrate with the existing structure.

E. Decks and finishes must be maintained in good repair.

VIII. Mailboxes

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

IX. Permitted Vehicles and Parking Restrictions

A. Vehicles with descriptive lettering or signage of any kind are not permitted in open areas overnight.

B. Trucks with plates C through Z are not permitted in open areas overnight.

C. Major car repairs are not permitted in open areas.

D. Unlicensed vehicles cannot be stored in open areas.

E. Recreational vehicles, motor homes, boats, trailers of any sort or snowmobiles are not permitted in open areas.

F. Vehicles cannot block any portion of any sidewalk or pedestrian passage at any time.

G. All state, county and Village ordinances with respect to vehicle licensing, insurance, parking, etc. are incorporated herein.

H. Overnight parking of resident and/or guest vehicles is not permitted in Clubhouse driveways or parking lots.

I. The Clubhouse parking lots and driveways are to be used by Clubhouse Members and guests only when using the Clubhouse facilities. Other vehicles must have prior approval from the Board of Directors.

J. Without prior approval of BCRA, no dumpsters may be parked on a driveway for more than one week.

X. Garbage

- A. Garbage cans or bags are not to be placed in front of the residence earlier than sunset of the night prior to pickup and cans must be removed during the day of pickup. If 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.
- B. Garbage cans must be placed so as not to obstruct mailboxes, walkways, driveways or common areas.
- C. Any litter remaining on the ground after pickup shall be removed by the resident.
- D. Garbage cans cannot be kept outside, at any time, other than on pickup day.

XI. Seasonal Decorations

- A. Exterior seasonal decorations may be installed no earlier than one month prior to, and shall be removed no later than one month after, the date of the holiday.

XII. Firewood Storage

- A. All storage of firewood shall be in compliance with all statutes, ordinances and regulations of all governmental branches and municipalities that have jurisdiction over the property, which is part of, or in association with, the Association.

XIII. Signs

- A. All signs must conform to all Village ordinances, i.e., they are not allowed on the parkway along public thoroughfares, Schick Road, Springfield and Butterfield.
- B. Signs may not be displayed on the Parkway, Club House Circle or any other Common Area without the prior written consent of the Board.
- C. One "For Sale" sign or one "For Rent" sign may be placed outside each residence, not to exceed four (4) square feet in total area and no closer than ten (10) feet from any curb. Political signs, not to exceed four square feet in area and no closer than ten feet from any curb, are allowed 30 days prior to an election but must be removed the day after the election. Other signs, including signs for commercial purposes, are not allowed at any time.

XIV. Garage Sales

- A. Garage sales are not allowed without a valid Village permit. Permits may be obtained at the police station. Total compliance with Village ordinances must be maintained.

XV. Smoking

- A. Smoking is strictly prohibited within the Clubhouse but it is permitted on the front entry of the Clubhouse. Smoking is not permitted at any time on the outdoor patio/pool area.

XVI. Outdoor Pool Area

- A. The following rules have been established to ensure the safe and sanitary operation of the pools. Parents are requested to review all rules with their children and to encourage them to obey the instructions of the lifeguard and Clubhouse Attendants.

B. Outside Pool Area and Wading Pool Area Hours:

Monday thru Friday	11:00 AM to 8:00 PM
Adult (18 years and older) Swim:	15 minutes every two hours
Saturday/Sunday/Holidays	10:00 AM – 8:00 PM.

A 15 minute Adult Swim may be called at different times at the discretion of the lifeguard, not to exceed one per hour. The Inside Pool Area will be open during regular Clubhouse hours of operation only.

- C. A system of ID cards and wrist bracelets will be maintained. A Resident and Guest ID card must be presented to an attendant upon entering the Pool Area. The attendant will swipe your ID card to see if it is valid. If so, it will be filed by last name in a file box and you will be issued a wrist bracelet that is to be prominently displayed on the wrist at all times in the Pool Area. Different colored bracelets are issued to residents 18 years and older, children 14 years through 17 years and children 13 years and younger and Guests. If your card is not valid, you will not be admitted to the Pool.
- D. When you are leaving the Pool Area for the day, the attendant will return your ID card and take your wrist bracelet. If you go temporarily from the outdoor pool to the patio area or the Clubhouse, you will leave your bracelet on.
- E. Unless otherwise posted, use of the Outside Pool Area or the Wading Pool Area without the presence of a Lifeguard is strictly prohibited. No one is permitted to swim alone in any pool.

- F. Swimming accessories such as kick boards, tubes, water balls, etc. will be permitted in the outside pool and in the wading pool at the discretion of the lifeguard and may be denied depending on the size of the accessory and pool occupancy.

At the discretion of the lifeguard, any person may be asked to demonstrate their ability to swim in deep water. If an acceptable level of ability is not demonstrated, such persons shall be restricted to shallow water.

- G. Any injuries occurring in the Pool Area or the Patio Area shall be reported to the lifeguard/Attendant immediately.
- H. All persons shall use the facility at his or her own risk and in conformance with all Rules and Regulations. Any person may be barred from the Pool Area at the discretion of the Attendant or Lifeguard in charge for violation of the Rules, or for other reasons which, in the judgment of the Attendant or Lifeguard, constitute a hazard to others or the BCRA.
- I. All persons using the Pool Area do so at their own risk and sole responsibility. The BCRA does not assume responsibility for any accident or injury in connection with such use.
- J. Guests will be limited to two Guest Cards per household. Two Guest ID cards will be issued to each household and the wrist band that the attendant gives them must be prominently displayed at all times. Members may lend their Guest ID cards only to other members. A member shall borrow no more than six (6) Guest ID cards in total at any time. Guests must be accompanied by a member at all times.

There is also an option of borrowing Club Guest Cards that are issued on a first-come, first-serve basis and are valid only for the day of issue. Members are limited to borrowing a total of six (6) Guest Cards from neighbors or the Clubhouse or a combination of both. On the day/time the Guest Cards are needed, Members must come in person to the Clubhouse office to obtain the Guest Cards. Members must return the Club Guest Cards to the Clubhouse after the usage is over.

- K. Swimmers exiting through the Clubhouse must completely dry off before entering the Clubhouse to avoid damage to carpeted areas, equipment and furnishings.
- L. Radios or other open speaker electronic equipment are prohibited in the Pool Area or the Patio Area. Private listening devices are permitted.
- M. No pets are allowed inside the Pool or Patio area at any time.

INDOOR POOL RULES

1. No Lifeguard on duty. All persons using the pool do so at their own risk.
2. Any resident child under 18 years of age must be accompanied by an adult. This adult may be a Guest with a Guest ID card pertaining to the resident child's family.
3. The supervising adult, 18 years or older, must remain in the pool room.
4. Children not toilet trained are not allowed in the pool.
5. Personal conduct within the swimming facility shall not jeopardize the safety of self or others. Dunking, running, pushing, wrestling or causing any undue disturbance will not be permitted. No diving permitted.
6. Inappropriate sexual behavior is not allowed.
7. Only one-person flotation devices are allowed in the Indoor Pool. These devices cannot interfere with other residents' ability to swim and use the pool.
8. Food, glass containers, gum and alcoholic drinks are not allowed in the pool room. Only water is allowed.

SPA RULES

1. Children under five (5) years of age are not allowed to use the spa under any circumstances.
2. No playing or jumping in the spa.
3. Inappropriate sexual behavior is not allowed.
4. Persons should spend no more than 15 minutes in the spa at any one session. Long exposure may result in nausea, dizziness or fainting.
5. Persons suffering from heart disease, diabetes, high blood pressure or other heart conditions should consult a physician before using the spa.

POSTED BCRA OUTDOOR POOL RULES:

1. Everyone who uses the pool must have a Bloomfield Club picture ID card.
2. All guests must be accompanied by a resident.
3. Resident children under 14 years of age must be accompanied at all times by an adult, at least 18 years of age, who can be a guest.
4. With a lifeguard present, resident children 14 years of age or older may use the outdoor pool without adult supervision and may bring guests 14 years of age or older.
5. Admission to the swimming facility shall be refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition that has the appearance of being infectious. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind shall also be refused admittance. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the swimming facility.
6. The pool water is not suitable for drinking. Patrons should avoid swallowing pool water.
7. Littering is prohibited. Food, gum and alcoholic drinks are allowed in the patio area only. Drinking water in plastic containers is permitted in the pool area. Glass containers are prohibited in the pool area.
8. No one should swim alone.
9. Children not toilet trained are permitted in the wading pool ONLY and must have rubber/plastic pants over the diaper. Swimwear is also required.
10. Only clean footwear or wheelchairs are allowed on the pool deck.
No strollers are allowed on the pool deck.
11. Personal conduct within the swimming facility shall not jeopardize the safety of self or others. Dunking, running, pushing, wrestling or causing any undue disturbance will not be permitted. No diving permitted.
12. The BCRA is not responsible for loss or damage to personal property.

13. The outside Pool Area may be closed due to temperatures of 68 degrees or less, adverse weather conditions, mechanical breakdown, or other operational difficulties at the discretion of the lifeguard and/or management.
14. Spitting, spouting of water, blowing the nose or otherwise introducing contaminants into the swimming facility is not permitted.
15. Glass, soap or other material that might create hazardous conditions or interfere with efficient operation of the swimming facility shall not be permitted in the swimming facility or on the deck.
16. Lifeguards are responsible for enforcing safety rules and responding to emergencies. Parents or guardians should supervise their children.
17. Swimming is prohibited at outdoor swimming facilities when thunder is heard or lightening is seen, including a 15-minute period after the last lightening or thunder is detected.
18. All persons are encouraged to take a shower before swimming.
19. All apparel worn in the swimming facility shall be clean.
20. Outside Pool and Wading Pool Area Hours: 11:00 AM to 8:00 PM Daily;
10:00 AM to 8:00 PM on Saturdays, Sundays and Holidays.

XVII. Exercise Equipment

- A. The length of time which a Member may use the exercise equipment may be limited by the Attendant if other Members are present and wish to use the equipment.
- B. Only Members or guests 14 years and older are permitted to use the equipment.
- C. All Members are expected to respect the equipment. It is to be used only in accordance with the manufacturer's instructions. Any malfunction should be reported to the Attendant immediately.
- D. The BCRA assumes no liability whatsoever with respect to the use of the equipment.
- E. Members will be required to repair or replace any equipment damaged through inappropriate use by the Member or the Member's guest.
- F. After use of equipment, Members must clean as needed. Paper towels and a spray bottle are provided.

XVIII. Multi-Use Courts

- A. Use of the courts is restricted to Members and their guests.
- B. The courts shall be open during the months of April through November subject to weather.
- C. The courts are available for play during normal Clubhouse hours.
- D. Guests may use the courts only when accompanied by a Member on the court.
- E. Members using the courts must have their BCRA Picture ID available. It is the duty of Members to challenge any unauthorized players using the courts while Members are waiting to play.
- F. Members and guests are expected to be considerate of other Members and their guests. No one is to exploit the system by playing more than his/her fair share at the expense of others desiring to play.
- G. Only water will be permitted inside the court area. Glass containers of any kind are prohibited
- H. No pets are allowed inside the court area.
- I. To play tennis, pickle ball or basketball, Resident children under ten (10) years of age, with an ID card, shall be accompanied by an adult, eighteen (18) years or older. The adult may be a guest with a Guest ID card. Said person shall remain with the child or children during the entire time they are on the courts.
- J. Multi-Use Courts are to be used for tennis, pickle ball or basketball only. No bicycles, scooters, skateboards or skates are allowed.

XIX. 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 section XXII of these Rules and Regulations.
- B. All owners need to be in good standing with the Association in order to vote at the Annual Meeting or be a candidate to hold office. No existing Board Member can be delinquent in Association fees more than 30 days during his/her tenure.

XX. Assessment Collection and Late Charge Policy

- A. Monthly assessments are due on the 1st day of each month.
- B. \$25.00 per month late charge will be added to a Member'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 an outstanding delinquent balance, which remains on the Member's assessment account.
- C. On the 30th day of a delinquency: The Managing Agent will send a statement to the Member indicating the delinquent balance due and advising that late charges have accrued.
- D. On the 60th day of a delinquency: The Managing Agent will request the Association attorney to institute collection procedures when any account is delinquent in excess of \$200.00. This will include filing a lien on the property and sending a 30-day notice and demand for possession. All legal fees incurred in this process are the responsibility of the Member and will be added to his/her assessment account.
- E. On the 90th day of the delinquency: The association attorney is authorized to initiate a "Forcible Detainer". All legal fees, filing fees, costs and court appearance fees are the responsibility of the Member and will be added to his/her assessment account.

XXI. Enforcement Policies

- A. If a resident or 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 written complaint must be submitted by a Member, the Managing Agent, a resident or member of the Board of Directors to the Managing Agent. (See Exhibit F – Violation Report. A written equivalent will also be accepted.)
 - 2. The person charged with the violation will be given written certified notice of the complaint, informing him/her of the time and place where the Board of Directors will hear the complaint. At that time, the Member will have the opportunity to present his/her position. The Member may respond either in writing to the Managing Agent or attend the aforesaid meeting. All hearings will proceed with or without the presence of the Member, 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 Member. 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 Member.
 4. If deemed appropriate by the Board, a fine will be imposed for a first time violation. The following fines are examples of past actions by the Board, but each case is unique and may result in a lesser or greater fine or no fine at all:
 - \$100 for each individual sign that was displayed in violation of the Rules.
 - \$100 for a smoking violation in the Clubhouse.
 - \$300 for multiple smoking violations in the Clubhouse.
 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 to the account of the violating Member at the time they are incurred.
- B. Any Member charged hereunder shall pay all charges assessed within thirty days of notification that such charges are due. Failure to make the payment in this time shall subject the Member to all 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 Member.
- D. Time is of the essence regarding this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Member at the residence address, or to such other address as the Member may previously have filed with the Board.

XXII. Clubhouse

- A. In the Clubhouse, exercise is allowed only on the lower level, not on the staircases or the main floor.
- B. Members and/or guests are not allowed to sit on upholstered furniture with wet swimsuits or place wet clothing or articles on the furniture.
- C. Team sports (3 or more players) are prohibited from being played on all common areas surrounding the Clubhouse, including the grass area in front of the Clubhouse, the parking lots on the east and west sides, the front driveway and the grass areas surrounding the outdoor pool area and the tennis courts.

- D. Roller blades, skateboards, scooters and bicycles are prohibited from the Clubhouse parking lots, the patio deck, the pool deck and the tennis courts.
- E. Children over 5 years of age are prohibited from entering the lower level restroom and locker room of the opposite sex.
- E. Resident children from 14 to 17 years, with an ID card, can play board games in the Clubhouse or do homework. They may also use the bathrooms, the Library, the lower lobby, the Exercise Room and the vending area. If a child's behavior is inappropriate, the Attendant will ask him/her to leave. Children in this age group may not use the indoor pool unless accompanied by an adult.
- F. Usage of the Library and Party Room – when not being used for Bloomfield Club meetings or events or private parties, these rooms are meant only for occasional use for reading, studying, business, tutoring, etc. They are not to be used for consistent, daily activities such as using one of the rooms as an office and using that office on a daily basis for a number of hours a day or a tutor using a room to work with a client for several days a week for hours at a time.
- G. Guns are not allowed in the Clubhouse or on Clubhouse grounds.

XXIII. Employment and Business Relationship with Association

- A. Residents, owners, tenants and immediate family members cannot be directly employed by the Association, cannot join in any contractual agreement with the Association and cannot be hired as a vendor by the Association.
- B. "Immediate family members" is defined as a father (in-law and step), mother (in-law and step), brother (in-law and step), sister (in-law and step), daughter (in-law and step) and son (in-law and step).

XXIV. Pond/Gazebo Area

- A. By the pond/gazebo area, there is no swimming, fishing, boating or ice-skating.

XXV. Photo ID Cards

- A. A photo ID card is issued to either a Member or Resident, which enables a Member or Resident to gain access to the Clubhouse, the outdoor pool and the tennis courts. There are four swipe stations for entry – at the front door of the Clubhouse, one on both the large east and west wrought iron gates behind the Clubhouse and one at the lifeguard station in the outdoor pool area. The charge for each card is \$5.00.

- B. Each household is entitled to purchase two Guest Cards, which will be coded to that household. Each household may borrow 6 (six) Guest Cards from other residents and/or the Clubhouse. Therefore, a resident could bring as many as 8 (eight) guests to the Clubhouse or the outdoor pool (the two Guest Cards assigned to the residence plus six borrowed Guest Cards).
- C. To have your card made, make an appointment at the Clubhouse and bring proof of residency (e.g. Driver's license, utility bill, voter's registration card, sales contract, rental agreement, etc.).
- D. Lost cards must be reported to the Clubhouse office as soon as possible. The replacement cost is \$5.00.
- E. Member photo ID cards are not to be loaned to anyone. The Clubhouse representative will keep wrongly used cards, which will be returned to the Member after a fine is paid.
- F. When a resident's access level changes, they must have their picture retaken to continue access to Clubhouse facilities. There will be no charge for the new card. There are three access levels:
 - Baby to 13 years old
 - Child 14 years to 17 years
 - Adult 18 years and above

**BLOOMFIELD CLUB RECREATION ASSOCIATION
CLUBHOUSE USE AGREEMENT (Exhibit A)**
(Revised 3/21)

This agreement made this _____ day of _____, 20____, by and between

(Hereinafter referred to as "Member") at
(address) _____ and

BLOOMFIELD CLUB RECREATION ASSOCIATION, An Illinois not-for-profit
corporation, (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, User is a member of the Bloomfield Club Recreation Association; and

WHEREAS, Association is the record title owner of the Clubhouse at the Bloomfield

Club, and WHEREAS, Member is desirous of using said Clubhouse for a special use

And WHEREAS, Association by and through its duly elected Board of Directors as the
authority to enter into such an Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Clubhouse may be used by Member for the purpose of:

for the _____ day of _____, 20____ between the hours of _____ and _____.

2. The Clubhouse is not available for rental the following days:

New Year's Day & New Year's Eve
Christmas Eve & Christmas Day
Easter
Thanksgiving

During Clubhouse events – Residents' Brunches, Children's
Parties, Pool Opening Party, Holiday Open House

2. The following is the schedule for events:

- a. Monday – Thursday afternoon/evening events must be concluded by 9:00 p.m.
- b. Friday and Saturday evening – events must be concluded by 12:00 midnight
- c. Sunday evening – events must be concluded by 10:00 p.m.

The above deadlines do not include Member clean-up time (limit of one hour). There is a charge of \$50 per half hour for time beyond the allowed limit.

IMPORTANT: THIS AGREEMENT DOES NOT AUTHORIZE THE USE OF THE LOWER FLOORS OF THE CLUBHOUSE, THE EXERCISE ROOM, THE OUTDOOR PATIO AREA, THE SPA, THE POOLS, THE MULTI-USE COURTS OR FRONT LAWN. ALL RULES AND REGULATIONS OF THE ASSOCIATION APPLY.

3. Use Fee Charges for Party Room:

Monday – Thursday Afternoon/Evening: \$150 (limit of 80 people).

Friday – Sunday Afternoon & Evening: \$300 (limit of 80 people).

4. Use Fee Charges for Library

Any Day, if rented by itself - \$200 for a maximum of 50 people.

The Library can be rented separately from the Party Room, but the fee for the Library is only \$150 when rented with the Party Room.

5. Wooden Dance Floor - Can be rented for \$100.00. If the dance floor is rented and used in the Party Room, the set-up must be no more than 50 seated guests. If the dance floor is rented and used in the Library, the set-up must be no more than 30 seated guests.

6. Use Fee for Event:

- a. The use fee is \$_____ based on the day/time of event and must be submitted at least fifteen (15) days before the event, with the signed Agreement.
- b. The reservation for the event is not confirmed until the Use Fee is paid and the Agreement signed. This fee includes the costs for clean-up, however the Member must bag all loose trash at the end of the event.
- c. A Security Deposit, equal to the use fee, of \$_____ is to be paid at the same time that this Agreement is signed. The Security Deposit will be held by BCRA. If there is no Rule violation or damage, the check will be voided or returned. The check will only be deposited if there is a Rule violation or damage and the deposit will be refunded, less any deductions, within fifteen (15) business days of the event. If damages exceed the deposit, the Resident will be charged the remaining balance.
- d. In the event Member terminates this agreement within thirty (30) days of the proposed date of use, the Association shall retain the entire Security Deposit.
- e. No third party checks from anyone other than a Member are accepted. No cash is accepted.

7. Setup for Event

- a. **Once the setup has been confirmed with the Attendant, at least 48 hours before the event, there can be no changes on the day of the event. Fill out Setup Request Form and return to the Clubhouse at least 48 hours before the event. Initials _____**
- b. On the day of the event, the Member can set up from 10:00 a.m. until the beginning of the event.
- c. If there is no other event and you want to set up the night before your event or the morning of your event prior to the Clubhouse opening, there is an additional charge of \$100.

8. Library Usage Rules

- a. Food can be served in the Library and a bar may be set up.
- b. An inspection is required before and after the event. If one or both of these inspections is not completed, the entire security deposit will be forfeited. The expense of repairs noted on the second inspection will be deducted from the security deposit and/or charged to the resident. See the Library Inspection Form (Exhibit D).
- c. There is a limit of 50 people

9. General Usage Rules

- a. Only Bloomfield Club members are eligible to reserve the Clubhouse.
- b. All monthly assessments and other charges must be current immediately prior to the execution of this Agreement, and prior to the use of the Clubhouse.
- c. **THE SECURITY DEPOSIT WILL BE FORFEITED IF THE SIGNING MEMBER OR ADULT MEMBER OF HIS/HER HOUSEHOLD IS NOT PRESENT FROM THE BEGINNING TO THE END OF THE EVENT.** Initials _____
- d. Members are responsible for the actions of their guests. Initials _____
- e. An inspection is required before and after the event for the Party Room, the Library and the Kitchen. If these three inspections are not completed, assuming the Party Room and Library are both rented, the entire security deposit will be forfeited. The expense of repairs, if any, noted on the after-party inspections will be deducted from the security and/or charged to the resident. See the Party Room/Kitchen Inspection Form (Exhibit C) and the Library Inspection Form (Exhibit D).
- f. If there is dancing planned at this function, a portable wooden dance floor, owned by Bloomfield Club, must be rented for \$100.00. There is no dancing permitted on the carpeting.
- g. Homeowners can book no more than two events per month without the express approval of the Board.

- h. No alcohol may be sold in or about the facilities nor may alcohol be served to any person under 21 years of age. No kegs of beer are allowed.
- i. Events for groups under the age of eighteen (18) years must have adult chaperones with a ratio of one adult per ten guests. The names of the adult chaperones must be given to the Staff prior to the event. If there are insufficient adult chaperones, the unit owner/renter will be sent a violation, which may result in a fine.
- j. Member and guests MUST honor the Non-Smoking Environment of Bloomfield Club.
- k. No fastening devices of any kind, including tape, nails, tacks, or the like shall be affixed to the Clubhouse walls or any interior or exterior surface for the installation of decorations, signs, banners or any other materials such as silly string.
- l. Open flame candles are not permitted.
- m. Member is responsible for curtailing any offensive noise or activity so surrounding neighbors are not disturbed.
- n. All supplies and equipment owned or rented by the Member must be removed the night of the function. There will be a \$50 per day charge for any supplies or equipment left at the Clubhouse.
- o. A smoke machine for the DJ is not allowed.
- p. Member is responsible for seeing that everyone at the function abides by all the Clubhouse Rules. In the event a member and/or guest violate a Clubhouse rule, the member will be assessed a fine for the rule violation.
- q. Member is responsible for the pick-up and bagging of all trash and debris. All food must be removed from the premises.
- r. The Clubhouse may not be used for lewd or indecent conduct. This includes bachelor or bachelorette parties with adult entertainers.
- s. All persons shall use the Clubhouse at their own risk and in conformance with all BCRA Rules and Regulations.
- t. Clubhouse kitchen supplies, implements, glasses, etc. are not to be used during your event.

10. Agreements

- a. This agreement may not be assigned, transferred, modified or amended without the express written consent of the Association.
- b. Member shall be personally responsible for any personal injuries sustained by Member, guest or invitees and shall indemnify and hold Association harmless for any claim, controversy or causes of action arising from any acts, errors or omissions of member, guest or assigns in any way arising out of this Agreement.

- c. In the event of breach of this Agreement, member shall be liable for all of Association's costs, expenses and attorney's fees incurred in the enforcement of any of the provisions of this agreement. In the event of unforeseen circumstances or just cause, Association reserves the right to cancel or terminate this Agreement. Upon termination by the Association, Association will refund all moneys paid by Member under this agreement.
- d. Any violation of the terms of this Agreement will result in the forfeiture of a part or all of the deposit.
- e. Member hereby acknowledges that Member has read this Agreement and agrees to strictly comply with the terms herein.

A User Fee of _____ has been paid by check number _____ for the use of the
 Party Room _____ / Library _____ /Dance Floor _____ on (Date) _____ from the
 hours of _____ until _____.

The Security Deposit (equal to the total user fee) of _____ has been paid by
 check number _____. Check to be held by BCRA and only cashed if there are damages.

MEMBER _____ DATE _____

FOR BLOOMFIELD CLUB RECREATION ASSOCIATION:

_____ DATE _____

PARTY ROOM/KITCHEN INSPECTION FORM

Name _____

Address _____

Date of Event _____

Date of first inspection _____

Date of second inspection _____

Is Library being rented? _____ If “yes”, the Library Inspection Form (Exhibit D) must also be completed.

Party Room:

1. Tables

a. Pre-event

b. Post-event

2. Chairs

a. Pre-event

b. Post-event

3. Carpeting

a. Pre-event

b. Post-event

4. Other

a. Pre-event

b. Post-event

Kitchen

5. Floor

a. Pre-event

b. Post-event

6. Countertop

a. Pre-event

b. Post-event

7. Appliances

a. Pre-event

c. Post-event

8. Cabinets

a. Pre-event

b. Post-event

To the best of my knowledge, the above Inspection Report is correct. I understand that I am responsible for any damage that occurs during my event or is caused by my event.

Member _____

For Bloomfield Club Rec _____

Date _____

Please Remember:

- Bag all loose trash after the event.
- You have one hour after your stated ending time to clean and clear everything out of the Clubhouse or there is a charge of \$50 per half hour.
- Member shall be present at the event until its conclusion.
- Member is responsible for seeing that everyone at the event abides by the Rules and Regulations of the Association. There could be a \$300 fine for each violation.

For BCREC office use only:

Cost of estimated damages, if any: _____

Sign displayed in kitchen reads:

All contents for Clubhouse Use Only. Contents not to be used for Private Parties or Events.

LIBRARY INSPECTION FORM

Name _____

Address _____

Date of Event _____

Date of first inspection _____

Date of second inspection _____

1. Sofas

a. Pre-event

b. Post-event

2. Chairs

a. Pre-event

b. Post-event

3. Tables

a. Pre-event

b. Post-event

4. Lamps

a. Pre-event

b. Post-event

5. Carpeting

a. Pre-event

b. Post-event

To the best of my knowledge, the above Inspection Report is correct. I understand that I am responsible for any damage to the Library furniture that occurs during my event or is caused by my event.

Member _____

For Bloomfield Club Rec _____

Date _____

For BCREC office use only:

Cost of estimated damages, if any: _____

Bloomfield Club Recreation Association (REVISED 7/2018)

ARCHITECTURAL IMPROVEMENT APPLICATION FORM

(Exhibit D)

This approval is required prior to applying for Village work permit, the work must be completed within one year of the date of the application. Exterior building modifications or improvements require this form to be filled out.

Homeowner Name _____

Address _____

Phone _____ Email _____

Check One

☐ Windows/Doors ☐ Roof/Gutters ☐ Patio/Driveway ☐ Generator/HVAC

☐ Hot Tub/Spa ☐ Trees ☐ Fence ☐ Exterior Painting

☐ Other _____

Description of Improvement: _____

Please provide a plat of survey, if applicable, colors, photos, drawings, material list, brochures or other supporting documentation in order to better describe the improvement. Also please submit the contractor bid proposal.

Vendor _____ Approx. Cost _____

Note: Bloomfield Club's Declaration allows 60 days for the Architectural Improvement Committee to respond to a request from a Homeowner, however effort will be made to respond to a request within two weeks, assuming all required documents have been received and properly completed.

I do hereby acknowledge and understand that any changes to the above improvement require notification to the Association. This may require the re-submittal and subsequent delay of the Architectural Improvement Application form for approval.

Homeowner's Signature _____ Date _____

OFFICE USE ONLY (Minimum of two signatures required)

Received By _____ Received Date _____

☐ Approve ☐ Disapprove Reason _____

Signed By _____ Date _____

Signed By _____ Date _____

Signed By _____ Date _____

EXHIBIT E

DISPUTE RESOLUTION BETWEEN OWNERS AND THE ASSOCIATION

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 Recreation 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 Recreation 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 RECREATION 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