

*Bloomfield Club
Recreation Association*

Rules and Regulations

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BCRA Rules and Regulations
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BLOOMFIELD CLUB RECREATION ASSOCIATION

Rules and Regulations

I. Introduction

The Bloomfield Club Recreation Association (BCRA) is a Common Interest Community Association located in Bloomingdale, Illinois. The community consists of 437 residential units which jointly own common facilities including a Clubhouse, swimming pools, multi-use Sport Courts, common grounds and landscape berm areas. The residential units are divided into 4 sections. BC-I (Unit 3 in the original site plan) is the Homeowners' Association (HOA) which governs the 100 detached cluster homes originally referred to as "Leisure Homes," located at the south east section of the Bloomfield Club subdivision. BC-II (Unit 2 in the original site plan) is the HOA which governs the 156 townhomes in the north west section of the site originally referred to as "Affordable Townhomes". BC-III (Unit 5 in the original site plan) is the HOA which governs the 106 townhomes at the south west section of the site originally referred to as "Luxury Townhomes." BC-IV (Unit 4 in the original site plan) is the section of 75 detached single-family homes located at the north east section originally referred to as "Luxury Homes." BC-IV is not a separately incorporated HOA and is governed solely by BCRA rules. BCRA Rules apply equally to all 437 units, unless otherwise explicitly stated. BCRA maintains a website: **www.bloomfieldclub.org**. Documents, calendars, newsletters and various forms are available on the website.

A. Board of Directors

The Board of Directors (the "Board") of the Bloomfield Club Recreation Association ("BCRA" or the Association) is empowered by Declaration of the Bloomfield Club Recreation Association and its By-Laws, to administer the Property in an orderly manner, maintain a harmonious relationship among unit owners 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. Applicability

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 (BC-I, BC-II and BC-III) 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 that 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: A set of rules, adopted by the Board of Directors, summarizing operating and administrative procedures.
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 BCRA property and enforcement of all BCRA Rules and Regulations.
6. Owner, Homeowner, Unit Owner: The person or persons shown as legal owner(s) of the unit as recorded in DuPage County, IL.
7. 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 within Bloomfield Club. All documents must have an address within Bloomfield Club. Children who are residing at a college or technical school and living at Bloomfield Club during school breaks and children held in joint custody will also be considered residents.
8. Member: Any person whom the owner has designated to receive Bloomfield Club privileges. Members must reside in a Bloomfield Club unit and must have valid Bloomfield Club photo id cards. For instance, a "member" is a person residing within an Owner's unit and has been accorded Club privileges by the Owner. The children of the Owner(s), other family members or partners residing in the Unit may be considered "members."

- 9. Inside Pool Area: The inside pool, hot tub 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 Areas: The pool and surrounding deck areas for all BCRA pools, indoor, outdoor, wading and hot tub collectively.
- 13. Patio Deck: Patio area adjacent to the west side of outside pool.

II. General Rules

- A. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws of the Bloomfield Recreation Association are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth.
- B. All owners need to be in good standing with the Association in order to vote at the Annual Meeting or to be a candidate for office. No existing Board Member can be delinquent in Association fees more than 30 days during his/her tenure.
- C. All owners will be required to complete an **annual census** form with correct email addresses and contact information. Those opting out of electronic correspondence must inform BCRA and provide alternate means of contact.

III. Electronic Communications

- A. In accordance with current statutes, BCRA will utilize electronic communications for all meeting notifications including annual meeting and publication of proposed budgets.
- B. All owners will be asked to sign permission forms to allow for electronic notifications. Owners must inform BCRA if they wish to opt out of electronic communications and arrange for pick up or delivery of such communications. Notices and materials will be posted at the Clubhouse and on the BCRA website.

IV. Assessment Collection and Late Charge Policy

- A. Monthly assessments are due on the 1st day of each month.
- B. A \$25.00 per month late charge will be added to the Owner's assessment account if payment of a monthly assessment is received after the 19th day of the month in 2025. Monthly Assessments will be due on the 15th day of the month in 2026 and thereafter.
- 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.

V. Photo ID Cards

- A.** Each owner will be issued a photo ID card for each member of their household who resides in the unit. The owner may also receive 2 Guest ID Cards per unit. The ID card is used to gain access to the Clubhouse, the outdoor pools and the Multi-Courts. There are three swipe stations for entry, located at front door of the Clubhouse and at the large east and west wrought iron gates behind the Clubhouse.
- B.** To have cards made, the unit owner must come to the Clubhouse and bring proof of residency (e.g. Driver’s license, utility bill, voter’s registration card, sales contract, etc.). Renters must bring a copy of the rental agreement assigning Clubhouse privileges to Renter by the Owner.
- C.** Lost cards must be reported to the Clubhouse office as soon as possible.
- D.** Replacement cards may be reissued for a charge of \$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 \$50 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:
 - Child: Baby to 13 years old
 - Teen: 14 years to 17 years
 - Adult: 18 years and older

- G. Members may borrow up to 4 Guest Cards from other members.
- H. Members may borrow up to 4 Guest Cards on a first-come, first-served basis from the Clubhouse. Club Guest Cards are valid only for the day of issue. Members must come in person to the Clubhouse office to obtain the Guest Cards on the day the Guest Cards are needed. Members must return the Club Guest Cards to the Clubhouse after usage.
- I. A maximum total of 6 Guest Cards per household may be used at any one time.

VI. Leases, Tenants and Non-Resident Homeowners

- A. All owners who do not reside in the unit owned by them shall provide the Association or its Managing Agent with their permanent address, home and work telephone numbers and email where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to that owner's account. Unless otherwise provided by law, any owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the right of said unit owner caused by any delays in receiving notice resulting there from.
- B. Each owner 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 Declarations, 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 unit 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. Owners who are renting their units must notify the Board of Directors as to who will have Clubhouse privileges, the Owner or the Tenant.
- F. Owners must obtain and maintain a valid Village of Bloomingdale "RESIDENTIAL DWELLING UNIT RENTAL LICENSE" as found at:
<https://www.villageofbloomingdale.org/DocumentCenter/View/3997/Application-For-Residential-Dwelling-Rental-Unit-License>.
- G. For further information on rentals within BC-IV please see website **www.bloomfieldclub.org**.

VII. 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 residents.
- B.** No more than a total of two dogs or cats are to be kept in any unit.
- C.** Pets shall be controlled so as not to create a nuisance. All pets must be leashed when outside other than within a fenced-in yard. 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.** Doghouses or dog runs are not permitted.
- E.** Pet owners must clean up and properly dispose of waste immediately.
- F.** An 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 owner.
- G.** Any 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 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.
- H.** 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.
- I.** Pets are not allowed in the Clubhouse, the Pool Areas or tennis courts.

VIII. Appearance of Residence Outside Areas

- A.** Owners are responsible for keeping their immediate lawn area clean and free of debris. Landscaping is the responsibility of the unit owner. Front, back and side 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.

- B. Buildings 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. An owner 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.
- C. 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.
- D. Security cameras must not infringe on the privacy of neighbors or other unit owners.
- E. Satellite dishes should be located at the rear of the residence and minimally visible from the street. Satellite dishes that are not being used must be removed.

IX. Exterior Renovations, Repairs and Replacements

- A. BC-I, BC-II and BC-III owners who are planning exterior repairs, renovations or replacements should submit their applications to the Property Manager for their respective HOA for approval.
- B. BC-IV owners who are planning exterior repairs, renovations, or replacements must submit an Architectural Improvement Application Form (AIF) to the BCRA Architectural Control Committee. Applications for exterior painting or staining are required only if the new paint/stain is a change from the current color scheme. See website: **www.bloomfieldclub.org** for the current AIF. Forms dropped off or emailed to the Clubhouse will be forwarded to Committee members for processing.
- C. Installation of Solar Energy Systems must conform to the **BCRA Energy Policy Statement**. See website: **www.bloomfieldclub.org** for the current document.
- D. Clubhouse staff, including the Administrator and Attendants, do not review requests for exterior renovations. They may provide assistance in routing or coordinating the processing of the forms.

X. Fences

- A. Yard fences are permitted in BC-IV, per Declaration Section 6. Perimeter lots may only install 4 ft high black metal fences per original drawings; other BC-IV homes may install either black metal or board-on-board fences, not to exceed four (4) feet high. Wood fences must be left natural or sealed with a clear sealer.
- B. Fencing, where permitted, shall not extend beyond the front elevation of the residence.

- C. All applications for BC-IV fences must be submitted to the BCRA Architectural Controls Committee for design approval prior to submission to the Village for a building permit. The Architectural Improvement Application form must be submitted by the unit owner with the plans and specifications. Applications are available at the Clubhouse or can be downloaded from the website. See website: **www.bloomfieldclub.org** for the current AIF form.
- D. Fences originally installed by the developer, must be maintained and replaced to conform to the same construction, materials, design and dimensions by the unit owner or their respective HOA, per the HOA's controlling documents.

XI. Decks and Patios

- A. All decks and patios must conform to all Village ordinances, codes and regulations.
- 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.
- F. Applications for decks and patios in BC-I, II and III must be submitted for approval to the respective HOA Property Manager. BC-IV applications are submitted to the BCRA Architectural Control Committee through the Clubhouse.

XII. Mailboxes

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

XIII. 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 without express, written approval from Clubhouse Administrator and/or the BCRA Board.
- 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 or storage units may be parked on a driveway for more than one week.

XIV. 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.

XV. Seasonal Decorations

- A.** Exterior winter seasonal decorations shall be removed no later than one month after the date of the holiday.
- B.** All other exterior decorations (birthday, graduation, Halloween, etc.) may be displayed for a period not to exceed 2 weeks.

XVI. 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.

XVII. Signs

- A. All signs must conform to all Village ordinances, i.e., they are not allowed on the Parkway or along public thoroughfares, Schick Rd., Springfield Dr. and Butterfield Dr.
- B. Signs may not be displayed on the Parkway, Clubhouse 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 unit, not to exceed four (4) square feet in total area and no closer than ten (10) feet from any curb.
- D. Political signs, not to exceed four (4) square feet in total area and no closer than 10 feet from any curb are allowed 30 days before Election Day and must be removed the day after the Election.
- E. Commercial contractors may place their signs on a premises only while the work is being performed. The unit owner must remove contractor signs when work is complete.
- F. Celebratory signs (birthday, graduation) may be displayed for no more than 2 weeks.
- G. No other signs are allowed at any time.

XVIII. 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.
- B. BCRA sponsors 2 garage sale events per year for the whole community. BCRA will obtain the permits, inform the Village and place advertising for those events.

XIX. Smoking

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

XX. Clubhouse Usage Rules

- A.** Members may use the public areas of the Clubhouse during Clubhouse hours and when other events are not scheduled for those areas. This usage is non-exclusive and must be appropriate to the area being used. The Party Room, Library and lower lobby rooms may be used for socializing, reading, study, games, TV viewing and so on. They are not to be used for exclusive, consistent, activities such as a remote office, cell phone usage or client meetings. The rooms must be available for others to use during those times.
- B.** Exercise is allowed only on the lower level, not on the staircases or the main floor.
- C.** Members and/or guests are not allowed to sit on upholstered furniture with wet swimsuits or place wet clothing or articles on the furniture.
- D.** Team sports (3 or more players) are prohibited from being played on 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 and Multi-Courts. Roller blades, skateboards, scooters and bicycles are prohibited from the Clubhouse parking lots, the patio deck, the pool deck and the tennis courts.
- 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, and the Exercise Room. 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.** Owners may rent the Clubhouse Party Room and/or the Library for private parties and special occasions. Only the upper floor of the Clubhouse may be rented. Reservations are required and rental fees apply. See website: **www.bloomfieldclub.org** for more information.
- H.** Guns are not allowed in the Clubhouse or the Clubhouse grounds.

XXI. Outdoor Pools Area Rules

- A.** Pool Hours are set by the Clubhouse Administrator.
- B.** All persons using the facility 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.
- C.** The first time that a Member enters the outside pool for a season, they will be required to sign a liability waiver. The waiver states that they have read the rules and understand that there is no lifeguard on duty. Members and their guests swim at their own risk. 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 attendant and usage may be denied depending on the size of the accessory and pool occupancy.

- D.** Specific Outside Pools rules are posted prior to each outdoor pool season.
- E.** Use of the outside pool area is not permitted without the presence of an attendant.
- F.** A system of ID cards will be maintained. Member and Guest ID cards must be presented to an Attendant upon entering the outside Pool Area. The Attendant will check the ID card to see if it is valid. The Attendant will keep the card and return it when the resident leaves.
- G.** Any injuries occurring in the Pool or Patio Area shall be reported to the Attendant immediately.
- H.** Any person may be barred from the Pool Area at the discretion of the Attendant in charge for violation of the Rules, or for other reasons which, in the judgment of the Attendant, constitute a hazard to others or the BCRA.
- I.** Swimmers exiting through the Clubhouse must completely dry off before entering the Clubhouse to avoid damage to carpeted areas, equipment and furnishings.
- J.** Radios or other open speaker electronic equipment are prohibited in the Pool Area or the Patio Area. Private listening devices are permitted.
- K.** No pets are allowed inside the Pool or Patio area at any time.

XXII. Indoor Pool Rules

- A.** No Lifeguard is on duty. All persons using the pool do so at their own risk.
- B.** Any child under 18 years of age must be accompanied by an adult. This adult may be a resident's guest using a Guest ID issued to the resident child's family.
- C.** The supervising adult, 18 years or older, must remain in the pool area.
- D.** Children not toilet trained are not allowed in the pool.
- E.** 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 is permitted.
- F.** 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.
- G.** Food, glass containers, gum and alcoholic drinks are not allowed in the pool area.

XXIII. Hot Tub Rules

- A. Children under five (5) years of age are not allowed to use the hot tub under any circumstances.
- B. No playing or jumping in the hot tub.
- C. Persons suffering from heart disease, diabetes, high blood pressure or other heart conditions should consult a physician before using the hot tub.

XXIV. Exercise Room Rules

- A. The length of time which a Member may use the exercise equipment may be limited 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. BCRA assumes no liability whatsoever with respect to the use of the equipment. Members will be required to repair or replace any equipment damaged through inappropriate use by the Member or the Member's guest.
- E. After using the equipment, Members must clean as needed. Paper towels and a spray bottle are provided.

XXV. Multi-Use Courts Rules

- A. Use of the courts is restricted to Members and their guests. Guests must always be accompanied by a Member on the courts.
- B. The courts are available for play during normal Clubhouse hours.
- C. Members using the courts must have their BCRA ID available.
- D. Court time is limited to 1 hour when others are waiting. Court time may be reserved, in advance, for 1-hour periods.
- E. Glass containers of any kind are prohibited.
- F. No pets are allowed inside the court area.

- G. 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 the children are on the courts.
- H. Multi-Use Courts are to be used for tennis, pickle ball or basketball only. No bicycles, scooters, skateboards or skates are allowed.
- I. Chairs are not allowed on the courts.

XXVI. Pond and Overlook Area

- A. No swimming, boating or ice-skating is allowed in the Pond area.

XXVII. Employment and Business Relationship with BCRA

- A. Board members of BCRA, BC-I, BC-II and BC-III and their 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. "Immediate family members" are defined as a spouse, partner, child or stepchild, parent (including in-law or step), sibling (in-law or step).
- B. The Board of Directors sets hiring and employment policies.

XXVIII. Enforcement Policies

- A. If an owner, Member or renter 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. A written complaint must be submitted to the Managing Agent or the BCRA Board of Directors.
 - 2. The person charged with the violation will be given written or email 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 a violation is not corrected or appealed as provided in the notice, the Board will impose the following fines for first time offenses (see section referenced):

\$ 50 for failure to maintain appearance of outside area (Section VIII)

\$ 50 for failure to follow Parking restrictions (Section XIII)

\$ 50 for garbage, trash, and litter left out after pickup day (Section XIV)

\$ 50 for Seasonal decorations left after permitted time (Section XV)

\$ 50 for failure to remove Signs as directed (Section XVII)

\$ 100 for failure to adhere to Smoking restrictions (Section XIX)

4. For those infractions not listed above and for multiple violations, the Board will impose additional fines. Each case is unique and may result in a lesser or greater fine which could include payment for damage done or reimbursement for remediation.
 5. If any person is found to have been in violation, a fine may be charged to the assessment account of the unit Owner within whose household the person is registered. All charges assessed must be paid within 30 days. Failure to make the payment shall subject the unit owner to all legal or equitable remedies necessary for the collection of same.
 6. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to complete enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed to the account of the violating unit owner at the time they are incurred.
- B. 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. Time is of the essence regarding this policy. Notices are deemed made when emailed and/or deposited in the United States mail, postage prepaid, to the unit owner at the residence address, or to such other address as the Member may previously have filed with the BCRA.

XXIX: Dispute Resolution and Complaints Between Owners and the Association

The following Dispute Resolution Policy was adopted in January of 2019:

A. 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.

B. 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.

C. 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.

D. 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 I) and provide a detailed description of the dispute and/or grievance.
2. Mail/Email Complaint to Counsel for the Association at the following address:

BCRA c/o Pam Stanish
ABC Property Managers, Inc.
1732 W. Wise Rd.
Schaumburg, IL 60193
Email: pam@abcpmgrs.com

3. Provide a return address and/or electronic mailing address to receive the Board of Directors final determination of the Complaint.
4. 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 Form
Submitted Owner for Resolution Under the
Dispute Resolution Policy

OWNER'S NAME: _____

UNIT ADDRESS: _____

Owner's Contact Information: Phone: _____

Email: _____

DESCRIPTION OF DISPUTE:[illegible]

DATED: _____

SIGNED: _____

RETURN FORM TO:

BCRA c/o Pam Stanish
ABC Property Managers, Inc.:
1732 W. Wise Rd.,
Schaumburg, IL 60193
Email: pam@abcpmgrs.com

DOCUMENTS, FORMS, AND INFORMATION SHEETS

The following documents, forms and information sheets referenced in these Rules and Regulations, are available on the BCRA website: www.bloomfieldclub.org

The Declaration of Covenants, Conditions and Restrictions of the Bloomfield Club Recreation Association

By-Laws of the Bloomfield Club Recreation Association

Current State of Illinois Common Interest Corporation Act (CICA)

BC-IV Architectural Improvement Application Form (AIF)

The Clubhouse Rental Agreement, Contract and Checkout Forms

BC-IV Residential Rental/Lease Information Form