

# **Rules, Regulations & Procedures**

## **Park Bloomingdale**

### **Condominium Association**



Revised November 1, 2024

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## **1. ADVERTISEMENTS, COMMUNICATIONS, SOLICITATIONS**

Only notices pertaining to Association business may be distributed to individual Units. Commercial advertisements and third-party solicitations are prohibited.

Building residents and Unit Owners may post information on the designated bulletin board within the building lobby. Bulletin board postings may not exceed 4"x 6" in size and must have prior Board/management approval, which approval shall not be unreasonably withheld. Approval may take up to 5 business days.

All other signage is prohibited inside, outside, and on the grounds of the buildings. Prohibited postings or signage will be immediately removed and disposed of.

## **2. ANNUAL MEETING AND BOARD OF DIRECTORS**

The annual Unit Owner's meeting is held in November each year to elect Board members, receive reports from the Association's officers, and to discuss special projects and other issues affecting the Association and buildings.

The Board administers the Association's budgets, policies, assessments, expenditures, and other matters. The Board consists of five Directors. The Directors then determine which of them will serve as the Association's Officers: President, Vice-President, Secretary, and Treasurer. Board members must be willing to act in the best interest of the Association as a whole.

Only Unit Owners may serve on the Board. In the case of multiple owners of a unit, only one of them at a time may serve on the Board.

## **3. ASSESSMENTS AND COLLECTION**

All assessments, special assessments, fees, charges, and fines are due and payable in full on or before the first of each month and are considered late after the 15th of the month. All such charges are due within this time regardless of whether the Unit Owner has received a statement, payment coupon, or other such notice. The Association is not responsible for mailing delays, lost, or misdirected mail.

If payment is not received on or before the 15th of the month, a \$50.00 late payment charge will be assessed against the Unit Owner. Such late charges are added to and deemed part of the monthly assessment for the month in which the charge is assessed. After an amount becomes 60 days past due, the delinquent Unit Owner's account will be forwarded to the Association's attorney to commence legal proceedings to collect all amounts due and owing to the Association. The defaulting Unit Owner is responsible for all the attorney fees and costs incurred by the Association as a result of such an action.

#### 4. **BOARD MEETINGS**

Board meetings are open to Unit Owners only, who are strongly encouraged to attend. Notice of Board meetings will be posted on the clubhouse entry door not later than 48 hours prior to the meeting. Approved minutes of the meetings are available for review by Unit Owners on the owner portal.

ONLY unit owners may audio record the proceedings of an open meeting of the Board or membership. No photography or videotaping of any kind is allowed during any board or membership meeting.

Board or membership meetings can be audio recorded by unit owners for personal record-keeping purposes only and may not be published in, on and/or through any public forum or medium as attendance at such meetings are not open to all non-members.

Any unit owner intending to record the proceedings of an open meeting must submit his/her intent to do so to the Board or the managing agent in writing no later than two (2) business days prior to the official meeting's start time. Business days are defined as Monday through Friday excluding weekends and holidays recognized by the State of Illinois and/or the Federal government. The intent to record must state whether the recording will be done by use of a cell phone and whether the Owner intends to record the entire or only a portion of the open meeting. Recordings of executive sessions are prohibited.

Unit Owners who record the proceedings of any Board or membership meeting must agree to sign an Acknowledgment as to the rules related to such recordings, prior to the start of the meeting.

The equipment used must not produce distracting sound or light emissions at any time while the meeting is in progress. The equipment used must be assembled and placed in a stationary position and location, as determined by the Board, in advance of the meeting's official start time. Once the meeting has been called to order, the equipment must remain stationary and may not be moved from its location until the meeting has been adjourned, unless so determined by the Board.

The Board shall determine the placement of the equipment in a location that will not distract from or disrupt the meeting. The Board reserves the right to move the equipment or require that the recording immediately cease if the equipment unreasonably disrupts the meetings.

Recordings of open meetings may not be used and shall not be considered to be an official record of the meeting.

All cell phones must be turned off or placed on vibrate while the meeting is in progress.

No recording may be distributed to any third party or posted on any social media platform.

## **5. BUILDING SERVICE PERSONNEL**

Those who provide services towards the care and maintenance of the Association's common areas and building systems should be treated with appropriate courtesy and respect. Unit Owners, tenants, and guests shall not engage in abusive or demeaning language or behavior towards service personnel nor direct them in any way as to the performance of their duties. Any complaints or requests for service should instead be directed in writing to the Management Company, who will forward to the Board as necessary.

## **6. BUSINESSES**

Nothing shall prohibit a Unit Owner or tenant from using the Unit for the keeping of personal and business records therein, handling personal or professional phone and correspondence, maintaining a computer or other office equipment, utilizing secretarial help and having occasional business visitors. Notwithstanding the foregoing, no Unit Owner or resident shall suffer or permit the regular or consistent entry of customers or clients.

## **7. COMPLAINTS & SUGGESTIONS**

Complaints relating to Common Elements, Limited Common Elements, and Rules violations should be submitted in writing to the Management Company. If a resolution is not forthcoming within a reasonable period of time given the circumstances, the matter should be brought to the attention of the Board during the open forum of a board meeting.

## **8. CENSUS CARDS**

Each Unit Owner is required to complete a census card for his/her unit on an annual basis (due by January 31st of each year) regardless if any changes have occurred since the filing of the last Census Card. In order to be accepted as valid, the census card must be fully completed. This information is for the use of the Board and Management Company in case of an emergency. It is a Unit Owner responsibility to keep census information fully current. As part of the annual census, each Unit Owner shall also attest that he/she/it has completed certain in-unit maintenance as required by the terms of these Rules and Regulations.

After notice and an opportunity for a hearing, units without a current, completed census card on file will be fined \$50 for the first month, \$100 for the second month, and \$150 for the third month and each subsequent month thereafter until a completed census card is placed on file with the Management Company.

## **9. DAMAGE - COST OF MAINTENANCE, REPAIR & REPLACEMENT**

A Unit Owner shall bear full financial responsibility for any damage caused by any intentional or unintentional act or omission by the Unit Owner, any family member, any pet, any guest, any authorized occupant, or any agent or visitor of the Unit Owner or occupant. Such damage includes that to Common

Elements and/or Unit(s) owned by others, and shall include the cost of maintenance, repairs, or replacements which would otherwise be at the common expense, as determined by the Board.

#### **10. DELIVERIES, MOVE-INS, MOVE-OUTS**

All move-ins and move-outs require at least seven (7) days prior written notice to the Management Company. A fee of \$200.00 will be charged for each move in and move out from a unit. Any actual damage caused by the move will be charged to that Unit Owner at the actual cost of the repair. Failure to schedule a move and/or failure to remit the move in/out fee prior to the move date, will result in a minimum fine of \$500.00 per occurrence.

Access to mechanical rooms is to be arranged in advance with the Management Company during its usual business hours so that entry to locked areas can be scheduled. Off-hours and emergency access may be scheduled on a case-by-case basis and will be subject to an off-hours charge. All charges for repair, replacement, service, or maintenance caused by failure to comply with the foregoing requirements will be assessed against the offending Unit.

Please note that Comcast lines are located in locked rooms, appointments must be made during normal business hours at least two business days in advance for access and installation. Business days are defined as Monday through Friday excluding weekends and holidays recognized by the State of Illinois and/or the Federal government.

#### **11. EXTERIOR APPEARANCE & ATTACHMENTS**

Clothing, sheets, or other such articles may not be hung, displayed, or stored in such a way that they are visible from the outside of a Unit. Unit exteriors, including balconies and patios, may not be painted, nor may any canopy, antenna, string lights or other lights, fixture, equipment, wiring or any other item be installed or attached to a Unit exterior, balcony, railing, or patio without prior written consent of the Board. No items may be nailed or screwed into the wood balconies or the building at any time for any reason. No screws, nails, 3M hooks, and the like should be attached to the wood balconies or buildings; Units who disregard this restriction shall be responsible for the cost of any damage caused to the wood or building exterior. Wind chimes and/or bird/animal feeders of any kind are not allowed on balconies, patios or common areas. Hummingbird feeders only are permitted to be placed on the balconies and patios. No carpet or floor covering of any kind may be placed on the balcony or patio to include outdoor carpeting without the prior written consent of the Board of Directors.

Window adornments are limited to blinds and/or draperies. Outfacing surface colors must be neutral and light in color. Window tinting is prohibited.

Debris, including smoking materials and byproducts (such as ashes, butts, wrappers, packaging, etc.), may only be disposed of in waste receptacles located within the unit or those provided by the Association. Such materials may not be disposed of into common elements nor swept or displaced outward from patios or balconies.

Due to insurance requirements and Bloomingdale Fire Protection District Restrictions, no charcoal or hibachi grill, smoker, fire pit, or other similar open flame device utilized for cooking or heating shall be used on any balcony or patio or Common Area. No charcoal or hibachi grill, smoker, fire pit, or

other similar open flame device utilized for cooking or heating shall be stored on a balcony or patio. Only gas grills with a conversion kit utilized to allow the use of only a 2.7lb propane tank, electric grills or smokers, furniture manufactured exclusively for outdoor use, and a reasonable number of plants or other outdoor decorations may remain on patios or balconies. All such items shall be stored in a neat and attractive manner. The balconies and patios shall not be utilized for storage, including for the storage of bikes.

All other items, such as those necessary for social gatherings, must be placed indoors as soon as the outdoor portion of such a gathering or event is over. In order to respect the privacy of others, no item or activity may extend or expand beyond the affected Unit's patio or balcony.

Holiday decorations may be displayed no more than 30 days before and 30 days after the holiday. Nothing whatsoever may be attached with a fastener of any type that penetrates, or mars upon its removal, a Common Element or Limited Common Element surface, without prior written approval of the Board. All charges for repair, replacement, service, or maintenance caused by failure to comply with the foregoing requirements will be assessed against the offending Unit.

Satellite dish installations of a satellite dish no more than one (1) meter or less in diameter require prior notice to the Management Company. Such devices may be installed only on individually owned property in which the Unit Owner has an ownership interest and exclusive use. Such devices may only be installed within a Unit or within the patio or balcony area in a 5 lb. bucket or pail with a 2x4 and cement and may not be affixed to the building exterior, railing or roof.

Residents are prohibited from installing speakers, communication devices, or security systems which physically or audibly project into any common area.

Residents shall not plant any items, including flowers, in the common elements without the prior written approval of the Board of Directors. Items planted in the common elements without prior written approval may be removed, without notice, at the owner's sole cost and expense.

## **12. EXTERMINATING**

The Association contracts for exterminating services for the common areas only. The Management Company should be immediately notified upon sight or suspicion of pest infestations or any such problem that may require special attention beyond normal periodic exterminations. It is the Unit Owner's sole responsibility for any infestation in any area exclusively servicing said unit.

## **13. FINES & RULES VIOLATIONS**

The Board shall, in its discretion as to amount and degree, equitably and consistently assess fines for Rules violations. Fines may be levied more than once and may escalate with repeated violations. The Board is empowered to levy additional fines for excess or chronic rule violations. All fines are assessed to Unit accounts and are payable as assessments. State law, local ordinances, and the Declaration may supersede if they are to be in conflict.

Complaints involving alleged violations of the Declaration, By-laws, or Rules should be made in writing to the Management Company. Complaints may not be submitted anonymously and should

identify the section of the Rules and Regulations or Declaration, which is alleged to be violated. By submitting a complaint, the complaining witness agrees to cooperate with the Board, the Management Company, and legal counsel in addressing the violation.

The alleged violating Unit Owner will be notified in writing by the Management Company of the alleged violation and will be given an opportunity to respond or to request a hearing with the Board of Directors within 30 days of the date of the initial notice of the alleged violation. Continuous or further violations may result in further fine assessment for each day the violation exists or referral to the Association's attorney for further action. Any and all attorney fees and costs will be assessed against the offending Unit Owner's account. Unless otherwise provided herein, 1st violation is a warning letter, 2nd violation is a \$50.00 fine, 3rd violation is a \$100.00 fine, 4th violation is a \$150.00 fine.

Notwithstanding the foregoing, if, in the Board's determination, the nature of the violation of the governing documents or Rules and Regulations is such that any delay could jeopardize the health, safety, or the welfare of the other residents, then the Board may immediately forward the matter to the Association's attorney for appropriate legal action. In addition, notwithstanding the foregoing, if the violation is one which caused an immediate risk to life, safety or property, the Board has the authority, after notice and a hearing, to levy a fine not to exceed \$2,500.00 per infraction. All costs, expenses, fines and attorney's fees incurred by the Board in connection with the exercise of the Association's rights shall be the responsibility of the offending owner. Such amount shall be charged to the owner's account and the Association shall have a continuing lien for the same upon the unit.

#### **14. FIRE SAFETY**

Insurance and Bloomingdale Fire Protection District requirements prohibit the use of charcoal or other open flame devices on balconies, patios and all common areas. Residents may have a gas grill provided that a conversion kit is used to only allow the use of a 2.7lb propane tank. In addition, electrical grills and/or electrical smokers are allowed.

Each Unit shall contain at least one smoke detector and one carbon monoxide detector, or at least one device which combines these two functions. Smoke detectors shall comply with Illinois law, specifically, the Smoke Detector Act, 425 ILCS 60/1 et seq. Specifically, smoke detectors must be fully functional, no more than ten (10) years from date of manufacture, and have batteries regularly changed. Existing smoke detectors, which do not comply with those requirements, must be replaced with smoke detectors with a ten (10) year sealed battery. Maintenance and assurance of the functionality of such devices is the responsibility of the Unit Owner.

All residents are required to maintain an operable Class ABC fire extinguisher within the Unit, preferably in the kitchen area. In addition, fire alarms and handheld fire extinguishers are located in the hallways. All residents should familiarize themselves with their location.

In the event of fire or excessive smoke, dial 911 to report the fire and, if feasible, extinguish the fire using the in-Unit or hallway extinguisher, and sound the hallway fire alarm.

Flammable and explosive materials shall not be kept in storage closets, common areas, or furnace rooms. For the safety of all, such violations should be reported to the Management Company. Violations are subject to fine and immediate removal, without notice.



## **15. FLOOR COVERINGS**

In addition to terms and conditions stated in the Declaration, and to mitigate noise disturbance to other units, Unit Owners seeking to replace flooring shall first obtain written ARC approval from the Board. Requests to replace flooring shall indicate the type of flooring to be installed, the location of the flooring, and the proposed underlayment/sound barrier for the flooring. Units, which are not located on the ground floor of a building, must ensure that they are installing flooring with the maximum sound barrier commercially available. Fines will be issued to unit owners for non-compliance with this Section and the Association may compel removal and replacement of flooring installed without the prior approval of the Board at the expense of the violating Unit Owner.

## **16. GUESTS & OCCUPANTS**

Unit Owners, occupants, and their guests and agents shall comply with all Rules, Regulations, and the terms of the Declaration. Unit Owners shall be responsible for any non-compliance by any such party.

## **17. HALLWAYS, STAIRWELLS, & LOBBIES**

Loitering and littering are prohibited in all common areas.

Smoking is prohibited in all indoor common areas and as it relates to tobacco and similar products on the limited common elements, such as patios and balconies. Smoking on the exterior common areas shall be limited to designated smoking areas. All smoking-related materials and byproducts, such as ashes, butts, wrappers, packaging, etc., must be disposed of within the Unit associated with such activity or in the outdoor receptacles provided for such purpose by the Association.

Unit Owners shall be responsible for containing any smoke related activities (cannabis, cigarette/cigar smoking, etc.) to the interior of their unit and shall not allow any smoke materials/fumes, etc. to escape their unit. Smokers shall take all reasonable steps to ensure that smoke and/or vapors do not escape the Unit. Such steps may include, but not be limited to:

- a. Limiting smoking to a room or rooms that are not adjacent to external doorways; and
- b. Placing towels or otherwise sealing exterior doors while smoking; and
- c. Sealing intake vents while smoking; and
- d. Utilizing fans and windows to direct smoke and/or vapors away from Common Areas and neighboring Units; and
- e. Purchasing and utilizing smoke abatement devices. Any costs to remedy any violations of this rule shall be charged to the Unit Owner in violation of this rule.

Residents, guests, agents, and pets are prohibited from behaving in a reckless or offensive manner or creating an unreasonable nuisance in all common areas.

Bicycles, tricycles, roller blades or skates, scooters, etc. may not be used in or on any landscaped common area or greenery.

Entry and stairwell doors may not be propped open or their locking mechanisms defeated or tampered with in any way. Residents shall not allow strangers into the buildings. Fire regulations prohibit all personal property (including door art, doormats, shoes, boots, sleds, bicycles, strollers, etc.) from

remaining or being temporarily stored in hallways or stairwells. Any item outside units will be confiscated by the janitorial service and disposed of without notice.

The outward-facing surface of Unit hallway entry doors and doorways are common elements and must be in compliance with all common element rules, regulations, and standards.

Speakers, communication devices, or security systems which physically or audibly project into any common area are prohibited. For security purposes, no names will be displayed on intercoms or mailboxes.

Unit hallway entry doors must remain closed when not in use.

## **18. HEAT & AIR CONDITIONING**

Maintenance and repair of a Unit's heating and air conditioning system and components (including filters and air conditioning condensation line) is the sole responsibility of the Unit Owner. The Bloomingdale Fire Department states no flammable, combustible or hazardous materials of any kind may be stored or kept in furnace areas. Any damage caused from a Unit Owner's heating or air conditioning unit shall be the Unit Owner's sole responsibility.

## **19. UNIT MAINTENANCE AND INSPECTIONS**

In order to protect the safety of the residents and the property, the Association requires that certain in-Unit maintenance be performed on a periodic basis. Unit owners are expected to perform the following maintenance in-Unit on a regular basis and to attest and/or provide proof of the same with the annual census:

1. Owners shall confirm on an annual basis that their door to the hallway has working self-closers (closes without assistance). This is a fire code and insurance requirement.
2. Owners shall confirm that their smoke detector is in good working order, with batteries changed in the last 6 months, and which smoke detector is no more than 10 years past its manufacture date or that smoke detector with a ten (10) year sealed battery has been installed.
3. Owners shall have condensation lines cleared on an annual basis and provide proof of the same to the Association.
4. Owners shall have chimneys cleaned on a semi-annual basis and provide proof of the same to the Association.
5. Owners shall have dryer vents cleaned on an annual basis and provide proof of the same to the Association.

6. Owners shall have furnaces and air conditioner units serviced on an annual basis and provide proof of the same to the Association.

The Association will conduct in-unit inspections and/or perform in-unit maintenance work, as deemed necessary from time to time. All in-unit inspections or work, other than emergencies, shall be conducted only after a notice has been sent advising the Unit Owner of the time and date of the inspection. The Unit Owner shall provide the Association access to the Unit at the date and time designated in the notice, first class, unless other arrangements are made with and agreed to by the Association. A \$100.00 rescheduling fee shall be charged for each and every appointment that is not kept by the Unit Owner until access to the Unit is finally obtained. In addition to the \$100.00 rescheduling fee, the Unit Owner shall be responsible for any and all charges levied by the contractor for missed or subsequent visits. Unit owners who fail to cooperate with the Association in providing access for needed maintenance or inspections may be turned over to the Association's legal counsel to obtain access. Any costs incurred by legal counsel in obtaining access will be billed to the unit owner per Section 9.2 of the Illinois Condominium Property Act.

## **20. INSURANCE**

Each Owner is required to obtain insurance covering his/her/its personal liability and compensatory (but not consequential) damages to another Unit caused by:

- a. The negligence of the Owner; and
- b. The negligence of any guest, resident, invitee, pet, or other authorized occupant of the Unit; and
- c. Damages to another Unit caused by the use or operation of his/her/its Unit, or a condition within his/her/its Unit, or otherwise originating from within the Unit, regardless of any negligence.

The personal liability insurance obtained by each Owner pursuant to this provision must include the deductible of the Owner whose Unit was damaged, any damages not covered by other insurance including insurance to be carried by the Association pursuant to Section 12 of the Act, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. Each Owner is required to provide the Management Company or Board of Directors with a certificate of insurance demonstrating that the insurance coverage required by this paragraph 20. Such certificate shall be provided annually, with each renewal of insurance, whenever there is a change in such insurance or when requested by the Board or management. After notice and an opportunity for a hearing, units without a current certificate of insurance on file will be fined \$50 for the first month, \$100 for the second month, and \$150 for the third month and each subsequent month thereafter until a current certificate of insurance is placed on file with the Management Company.

## **21. JACUZZI, WHIRLPOOL, COLD TUB, HOT TUB-TYPE DEVICES**

All such devices are prohibited.

## **22. LEAKAGE, OVERFLOWS**

The Management Company should be immediately notified of any leakage or seepage into a Unit. In order to investigate such problems and mitigate damage beyond a suspected leaking Unit, the Management Company may access the Unit with or without Unit Owner notice or permission. The use of force may be necessary to gain Unit access. Plumbing leaks from components, which only serve the

particular unit and/or overflows from that Unit and all resulting damages are the full financial responsibility of the Owner of the Unit which is the source of such leakage, seepage, or overflow.

## **23. LEASING/OFF-SITE OWNERS**

Unit leasing is subject to local ordinance and the terms of the Declaration. Lease shall be for rental of only the entire Unit, and for a term of not less than thirty (30) days. Hotel or transient leases are prohibited. Subleases are not permitted. Airbnb and other similar short term license agreements are prohibited as such use is considered a business use and prohibited under Section 7.1(a) of the Declaration.

It is the Unit Owner's obligation to provide the Association with the following: (1) a copy of the fully executed lease (or a written memorandum of the lease terms if the lease is oral) and (2) an executed Lease Addendum (commencing with any lease or renewal entered into after the effective date of these rules), no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. All tenants must be provided with a copy of the Declaration, By-Laws, and Rules and Regulations by the Unit Owner upon executing a lease for the unit. In addition to the foregoing, a Tenant Administration Fee of \$150.00 will be charged annually to any leased unit.

All Unit Owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency. Any expenses of the Board incurred in locating an owner who fails to provide such information, shall be assessed to owner as a Common Expense. 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 Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such owner caused by any delays in receiving notice resulting from the owner's negligence.

## **24. NOISE & NUISANCES**

It is expected that there will always be some noise in community living environments. Residents must take care to ensure that their conduct does not result in unreasonable disturbances, including, but not limited to, radio, stereo, TV, at high volume levels between quiet hours of 10:00 p.m. and 8:00 a.m. Washers and dryers are not to be run between 11:00 P.M. and 7:00 A.M. No noxious or offensive activities, which cause an unreasonable annoyance or nuisance to other residents, are permitted in any Unit or the Common Areas. Complaints involving noise or other nuisances should initially be directed to the police for immediate action. For those residents who request that the Association take action in response to a noise complaint, the following procedure shall be followed:

a. First Complaint for Noise Disturbance: The complaint must be in writing. The complaining witness can obtain a Witness Complaint Form from the management office or it may submit such a written complaint to the managing agent indicating the date of the alleged noise disturbance; approximately the time of day that the alleged noise disturbance occurred; from where the alleged noise disturbance originated; approximately how long the alleged noise disturbance lasted; and who heard the noise disturbance, including the full name of all the persons. If the police were contacted, a copy of the police report shall also be provided.

b. Second or Subsequent Complaints for Noise Disturbances: In addition to submitting a written complaint as stated in subparagraph (a) above, a witness who submits a noise disturbance complaint against the occupants of a Unit that was the subject of a previous complaint, must also submit a video/audio recording of the noise disturbance from within the complaining witnesses' unit or a signed statement by a second witness. This video/audio recording must be taken at the time of the alleged noise disturbance from within the complaining witnesses' unit and it must include audio. The signed statement must identify the name of the witness and the contact information for the witness, including his/her mailing address, email address, and telephone number. The signed statement must state the same specificity as required by the initial complaining witness in subparagraph (a) above. The signed statement must be notarized or witnessed by someone other than the initial complaining witness. Such a video and/or signed statement by a second witness will assist the Board of Directors in the review of the complaint and determining if a violation has occurred. Failure to provide such a video/audio recording or signed statement may prevent the Board of Directors from considering the complaint.

c. Access to Units: A complaining witness of a noise disturbance may be required to provide the Board of Directors, managing agent for the Association, or any other agent of the Board of Directors with access to his/her Unit to assist the Board of Directors in the review of the complaint and determination if a violation has occurred. Failure to provide such access may prevent the Board of Directors from considering the complaint.

An Owner who is either the subject of an alleged noise disturbance complaint or whose residents, occupants, tenants and/or invitees are the subject of an alleged noise disturbance complaint may be required to provide the Board of Directors, managing agent for the Association, and/or any other agent of the Board of Directors with access to his/her Unit to assist the Board of Directors in the review of the complaint and determining if a violation has occurred. Failure to provide such access may be considered by the Board of Directors when considering such a complaint and it may affect the Board of Directors' determination.

## **25. OPEN HOUSES, ESTATE SALES, AUCTIONS**

In order to maintain building security, public open houses, estate sales, and auctions are prohibited. Such events may be conducted by appointment only and in such a manner as to not unreasonably inconvenience other residents. Realty-only-attended open houses or caravans are permissible. Realtor lockboxes are permitted only on the bar installed for units that are for sale or for rent and must be identified with a six (6) digit code (Building address and Unit Address as well as the Lockbox Owner & contact number of the lockbox Owner), located at the Clubhouse. Any lockboxes without this information will be removed without notice.

## **26. PARKING AREAS**

Parking rules may be located on the parking pass website.

Garage doors must remain closed except when entering and exiting the garage. A parking space may be

used for no purpose other than the parking of one passenger vehicle or motorcycle of such size and placement within the space as to not impinge upon the ability to safely and easily enter and exit neighboring spaces and the vehicles therein. All vehicles must display a current registration sticker and be in good operating condition and appearance. Vehicles not meeting these requirements may be considered abandoned and towed at their owner's expense without notice. Car repairs and maintenance must be performed off-site. Violations are subject to fine.

Spaces designated as guest parking are available only to visitors of Unit Owners or authorized Unit occupants on a first-come, first-served basis. Guest parking is defined as occasional day and night parking not exceeding two (2) days per any seven (7) day period. A vehicle moved from one guest parking space to another will be considered to have not been moved.

Unauthorized vehicles parked in Unit-designated spaces may be towed without notice upon request by authorized designated space Unit occupant through the Parking Pass website. Vehicles parked in violation of the foregoing guest parking rules may be towed without notice. The parking lot is monitored by a towing company. All towing costs, fees, and expenses, including those associated with the emergency call to management, are the responsibility of the towed vehicle's owner.

At the direction of the Board, the Management Company is authorized to lease extra Association-owned parking spaces on an as-needed basis upon such terms and conditions as deemed reasonable by the Board. Unit Owners are eligible to lease up to one extra space if one is available.

Prohibited parking areas are designated by signage. Vehicles may not block areas which may be required for emergency access to the building or to park on or block any sidewalks. Vehicles blocking emergency access or the sidewalks are subject to immediate tow at the vehicle owner's expense without notice.

## **27. PERSONAL PROPERTY - STORAGE & PLACEMENT**

Other than inside an assigned storage locker, no personal property of any kind may remain or be stored on or in any Common Element (as defined in the Condominium Declaration) area of the buildings. Storage lockers should only be utilized for lawful purposes. For the safety of all residents, the following items may not be stored within the storage lockers:

- a. Flammable or Combustible Materials, including gasoline, propane, kerosene, lighter fluid, fireworks, and other hazardous chemicals.
- b. Animals, plants, or other living organisms.
- c. Perishable items, such as food, beverages, and other items which may spoil or attract pests.
- d. Firearms, ammunition, explosives, and the like.

Neither the Association nor Management Company assumes any responsibility under any circumstances whatsoever for any loss or damage to any personal property of any Unit Owner, tenant, or guest.

Personal property found in violation of the foregoing will be removed without notice.

## 28. **PETS**

Permitted pets are limited to those typically kept as household pets, except those which may be prohibited or excluded by the Association's liability insurance policy. Aquariums are limited to 30 gallons.

No more than 2 pets total. A monthly \$10.00 fee or a yearly \$120.00 fee is required for each dog in order to defray the cost of maintaining Common Areas, providing "mutt mitts" and waste removal centers. The fine for unregistered pets is \$500.00 per pet, which will be levied after an opportunity for a hearing - no warning shall apply. No unregistered animals/pets shall be allowed on the premises at any time.

No animal may be kept or bred for commercial purposes.

All pets must be licensed and/or vaccinated in accordance with the Village of Bloomingdale. All pets must be short-leashed or carried when within the building outside the Unit.

All pets must be leashed and controlled when outside the building.

No pets shall be permitted to be kept on a patio or balcony without the presence of its owner. Stakes and chains are not permitted in the ground or attached to the building, shrubbery, trees or any personal property. Balconies and patios shall not be used as pet runs. No pet shall be permitted to relieve itself on any balcony or patio under any circumstances.

Except as otherwise provided, violations are subject to a \$200.00 fine after notice and an opportunity for a hearing, no warnings shall apply.

Any pet which, in the opinion of the Board, exhibits vicious or threatening behavior or represents a threat or nuisance to residents, other pets, or the condition of the property is prohibited. Pets that are found to be an egregious nuisance or determined to be vicious in the sole determination of the Board of Directors shall not be tolerated. Owners of these pets shall be required to appear before the Board and may be ordered to remove the pet(s) from the property after notice and a hearing. In addition, the owner may be subject to a fine of up to \$1,500.00 per incident. The Board has zero tolerance toward threatening behavior by homeowners, owners, their guests and residents, as well as by any owned or visiting pets. For purposes of this provision, the term "pet" shall also apply to any service or emotional support animal.

All pet waste or excrement must immediately be collected and appropriately disposed of. Pet owners are responsible for cleaning any affected area within a building which becomes soiled or messed up by a pet.

All in-Unit, pet-generated waste (including kitty litter) must be contained in a plastic bag which is tied shut prior to disposal. No pet may be left unattended outside of the Unit and may not be secured to any Common Area or limited common element. Pets are not allowed at the Clubhouse or pool areas at any time.

Individual Unit Owners are responsible for any and all personal injury and/or property damage caused by a pet resident within their Unit.

Prior to move-in, or before acquiring a new pet, the Unit Owner must register all pets with the Management Company and complete an updated census card.

## **29. REMODELING & CONSTRUCTION**

Written Board approval is required prior to the commencement of any in Unit remodeling, construction, or demolition other than normal maintenance work, such as painting, wallpapering, flooring replacement, etc. All contractors must be appropriately licensed, bonded, and insured. A certificate of insurance reflecting general liability coverage of at least \$1,000,000, automotive liability, and workers compensation insurance naming the owner and the Association as additional insured shall be provided to the Association. In-unit construction work hours are 9:00 a.m. to 6:00p.m. seven days per week.

The Unit Owner is solely responsible for obtaining permits and ensuring that all work performed is in compliance with local codes, and for any damage caused by any contractor, agent, or worker associated with such activities.

Any unit owner that requires the water to the building to be turned off for any project must fill out a contractor packet, provide a copy of the plumber's license, certificate of insurance listing the Association as additionally insured (requirements above) and provide at least 3 business days' notice in advance of requested shut off date. Water may only be turned off during the hours of 9:00a.m.-4:00p.m. Monday-Friday excluding any holidays. Arrangements will be made to allow the plumber access to turn off the water to the building for work to be completed.

## **30. SECURITY SYSTEMS**

Owner or resident-installed private security systems are subject to prior approval of the Board. Such security systems may be in areas over which the resident has exclusive use and control, such as the limited common areas. Security systems may only view areas where there is no reasonable expectation of privacy, such as the common areas. Security systems may not view or record in areas, where residents have a reasonable expectation of privacy, specifically, in the units or windows of other residents. Cost of removal or modification of any system in violation shall be borne by the Unit Owner. Similarly, the Unit Owner shall be responsible for the costs associated with repairing any damage caused by the installation or removal of a private security system.

## **31. VENTILATION**

Any device which redirects the flow of air from a hallway is prohibited. Any alteration to a Unit's ventilation system requires prior written approval by the Board; as such alteration may affect other units and/or the buildings ventilation system.



### 32. **WASTE DISPOSAL**

Garbage dumpsters may only be used for disposal of waste contained within a plastic bag that is tied shut.

Residents must contact the waste disposal contractor to arrange for the removal of large items. Large items, such as furniture and appliances, shall not be placed at the dumpster. In the event that such items are placed at the dumpster by a resident, the associated Unit shall be responsible for the cost incurred for the pickup, as well as the assessment of a fine in an amount to be determined by the Board after an opportunity for a hearing.

Flammable materials and construction debris may not be placed in the dumpsters. Smoking materials, embers, etc. must be fully extinguished prior to their disposal.

In-Unit sink garbage disposal should be used only for light duty type disposal. Also, grease or other materials which may congeal or create a clog within the waste plumbing system should not be placed into any in-Unit waste disposal device or receptacle.

Toilets should not be used to dispose of materials which do not readily dissolve, such as paper towels, feminine hygiene products, or condoms, etc.

### 33. **WATER FURNITURE**

Water furniture is any bed, mattress, sofa, chair, aquarium, or other item which contains a liquid substance.

All water furniture currently in use must be registered with the Management Company and owners must carry and provide proof of flood insurance. New water furniture may not be installed without prior registration and approval by the Board. Aquariums over 30 gallons are prohibited.

### 34. **CLUBHOUSE RENTAL FEE -**

The Clubhouse may be rented by a Unit Owner in good standing and the rental fee shall be as follows:

- For Partial Day Rental (4 hours between 9AM-9:00PM) -\$150.00
- For All Day Rentals (9AM – 9PM) -\$300.00

In addition to the rental fee above, a refundable Security Deposit in the amount of \$200.00 is required for all Rentals along with a Certificate of Insurance naming the Association as an additional insured. In the event of damages exceeding \$200.00, the additional costs will be billed to the account of the owner.

### 35. OIL LEAKAGE

Oil leakage from any vehicle parked within the Association's asphalt boundaries shall receive an initial notice advising the Unit Owner of the oil leak and that the vehicle must be repaired immediately.

Should the Unit Owner receive additional notice(s) regarding vehicle oil leakage, a fine in the amount of \$75.00 will be issued for each additional notice. In addition, the Unit Owner will be responsible for all costs incurred by the Association to remove and repair (sealcoat, replacement of asphalt, etc.) and areas where oil has leaked from a vehicle. Vehicles in violation of this Rule that are parked in the Association's guest parking areas will be towed without notice.

### 36. ANTI-DISCRIMINATION

a. The members of the Board of Directors and/or any agent of the Association, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, or enjoyment of services, amenities, privileges and other conditions against any member, resident, employee, contractor, subcontractor, or guest on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

b. The Association is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, other conditions of employment against any employee or job applicant on the race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

c. The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors and does not tolerate discrimination based upon race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

d. If a member, resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, he or she should immediately report the matter to Association management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or other member of the Board of Directors. Once the matter has been reported, it will be promptly investigated, and any necessary corrective action will be taken where appropriate.

e. Residents with a "disability" as defined by the FHA may request, in writing, that the Association make reasonable accommodations to rules or policies or allow reasonable modifications to the property in order to allow the resident full use and enjoyment of his/her unit. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.

f. Should the Board approve a reasonable modification, the Board may require the Unit Owner or resident to bear the cost of making the modification. The Board may also require the Unit Owner or resident to return any modifications to the Common Elements to their original condition once he or she vacates property within the Association, or the disability ceases to exist.

g. All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

PARK BLOOMINGDALE CONDOMINIUMS  
LANDLORD-TENANT  
LEASE ADDENDUM

This addendum to the lease executed by and between \_\_\_\_\_ as  
Owner/Landlord and \_\_\_\_\_ as  
Tenant(s) for leasing of the property at \_\_\_\_\_  
Bloomingdale, Illinois, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and includes

the following provisions which are hereby agreed, incorporated into and made a part of said  
lease:

SOUND

It is the nature of multi-family properties that dwelling units are built in close proximity to one another (resulting in sharing common walls, floors, and ceilings) and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Unit Owners, lessees and other occupants within the Real Estate to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. The improvements on the Real Estate were constructed when sound retardant methods were not as advanced as today. It is recognized that sound insulation from an adjacent occupancy in a manner comparable to a single-family residence is impossible to attain and Owner/Tenant hereby acknowledges and accepts that limitation. Owner/Tenant acknowledges that there will usually be some audio awareness of one's neighbors, depending on the situation. Owner/Tenant acknowledges that all furniture parts in contact with the floor should have rubber castors or felt pads to minimize noise and vibration attributable to moving furniture as well as scratching of finishes.

CRIME FREE AGREEMENT

In consideration of the execution or renewal of a lease of the rental unit identified in this lease, Owner (or Owner's agent or representative) and Resident/Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, cannabis or methamphetamine (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, or on the common grounds, or any person in the unit or on the

common grounds invited there in any way by the Tenant or a member of the Tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.

3. Tenant, and every member of the household shall not permit the rental unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is present during any such offense.
4. Tenant, and members of the Tenant's household, a guest, or invitee in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, cannabis, or methamphetamine at any location whether in, at, on, or near the property.
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household, shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenants or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.
6. Owner/Landlord/Agent has conducted a criminal background investigation on prospective Tenants prior to occupying any rental dwelling unit. For existing Tenants with a written lease signed prior to September 1, 2010, a criminal background investigation is required at time of renewal.
7. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY, PROVIDED, HOWEVER, A TENANT SHALL NOT BE RETALIATED AGAINST NOR EVICTED WHEN MERELY A VICTIM OR ANY CRIMINAL ACT PROHIBITED HEREIN, BUT SHALL BE RESPONSIBLE FOR THE ACTS OF HIS/HER GUESTS AND HOUSEHOLD MEMBERS. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. IT IS UNDERSTOOD AND AGREED THAT A SINGLE VIOLATION SHALL BE GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE UNDER THE ILLINOIS COMPILED STATUTES. Unless otherwise provided by law, proof of violation shall not require criminal conviction, BUT SHALL BE BY

A PREPONDERANCE OF THE EVIDENCE. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by Owner. To the extent permitted by law, Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement.

LANDLORD/OWNER/AGENT SIGNATURE

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ALL TENANT(S) AND/OR OCCUPANTS  
SIGNATURE OVER THE AGE OF 18

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# ***PARK BLOOMINGDALE CONDOMINIUM ASSOCIATION***

***Bloomington, IL 60108***

## **CLUBHOUSE RESERVATION APPLICATION** **ASSOCIATION FEES MUST BE PAID IN FULL IN ORDER TO RESERVE THE CLUBHOUSE**

HOMEOWNER NAME: \_\_\_\_\_  
(Homeowner must present government issued picture ID to attendant (driver's license or state ID only with name and address that matches reservation application) or access will not be granted)

ADDRESS: \_\_\_\_\_

DAY TIME PHONE: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

TIME REQUESTED: \_\_\_\_\_

SET UP TIME: \_\_\_\_\_ 15 Minutes prior to starting time indicated on this contract

NATURE OF EVENT: \_\_\_\_\_

The Park Bloomingdale Clubhouse contains 1-5ft tables, 20 folding chairs, 1 couch that seats 3-4, 10 side chairs (to include 3 kitchen/bar stools), 1 round table with 4 armchairs, 1-3 cushion bench and 1 folding table located in the office. The Park Bloomingdale Clubhouse is approximately 30 ft wide by 45 ft long. Vacuum cleaner is in the great room closet.

ESTIMATED NUMBER OF PEOPLE: \_\_\_\_\_ (Maximum Occupancy 49) WILL

ALCOHOLIC BEVERAGES BE SERVED? \_\_\_\_\_ YES \_\_\_\_\_ NO

**The homeowner must provide a copy of the declaration page of the current homeowner's insurance policy with this application.**

### **RENTAL FEES**

\$150.00 4-hour rental starting any time 9:00am -- 9:00pm

\$300.00 All day 9:00am – 9:00pm

\$200.00 Standard Deposit Amount

### **PLEASE READ THESE RULES COMPLETELY BEFORE SIGNING THIS AGREEMENT**

#### **SECURITY DEPOSIT**

A security deposit of \$200.00 is required from the homeowner that is renting out the facilities before a reservation will be accepted. Confirmation of the reservation is provided only when the clubhouse reservation application form is completed, insurance declaration page is turned in and a security deposit of \$200.00 as well as a rental fee prepayment check is accepted. Please be advised that the rental check will be cashed upon the reservation being approved. The security check will be cashed if there is any damage to the clubhouse or if it is not cleaned after the event. The board of directors will be the final determining body if there will be charges levied. All items must be dropped off or mailed to the managing agent at the address below.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

DO NOT WRITE BELOW THIS LINE

\_\_\_\_\_ Date Received \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Board Notification

***Professionally managed by:***  
***Real Estate Investor Service***  
***188 W Industrial Drive • Suite 422 • Elmhurst • IL • 60126***  
***Phone 630.941.0135 • Fax 630.206.1515***

# **PARK BLOOMINGDALE CONDO ASSOCIATION ARCHITECTURAL CONTROL IMPROVEMENT APPLICATION FORM**

Please refer to your Park Bloomingdale Condo Association Declaration, Rules & Regulations, and By Laws given to you at your closing or available to you from the management company to ensure you are in compliance with each of these documents. These guidelines are in place to ensure the overall beautification of the neighborhood, for the consideration of our neighbors, and for the continuation of the perceived value of the neighborhood.

## **Alterations and Additions**

1. Submit a preliminary sketch to the Association's management company of any alteration to the unit. Sketch should include the nature, kind, shape, material, color scheme, etc.
2. If a contractor is doing the work, submit a copy of the quote and proposed scope of work.
3. Submit a certificate of insurance from the contractor doing the work with Park Bloomingdale Condo Association listed as additionally insured.
4. Additional information may be required per Section 4.8(b) of the Declaration for alterations, which impact the structure.
5. The Board/committee will make every effort to review the request within 30 days but final approval/disapproval will be sent via e-mail from the management company.
6. Homeowner will be notified, in writing, of the approval/disapproval of the project and may not move forward with the project until such time as they have the written approval in hand.

If approved, upon completion of the work, you are required to supply photos of the finished product within 10 business days of the date of the project completion to the manager and they will supply those to the committee for review. If you do not follow **all** the instructions in the above application process monthly fines may apply in accordance with Park Bloomingdale Condo Association Rules & Regulations.

## **Questions pertaining to this procedure should be directed to:**

Candee Siaw, CMCA/AMS  
IL Licensed Community Association Manager

Real Estate Investor Service  
PO Box 497  
Elmhurst, IL 60126

[CS@REISproperty.com](mailto:CS@REISproperty.com)

P: 630-941-0135 x116  
F: 630-206-1515

# PARK BLOOMINGDALE CONDO ASSOCIATION

## ARCHITECTURAL CONTROL IMPROVEMENT APPLICATION FORM

This form must be submitted for written approval PRIOR to making any alteration to your condo. Please be sure this addition conforms to the Declaration & By Laws as well as any requirements set forth by the City of Bloomingtondale and that any necessary permits have been obtained after association approval and **prior** to installation.

OWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

NATURE OF IMPROVEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COLOR: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DIMENSIONS: \_\_\_\_\_ CONSTRUCTION MATERIAL: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROX COST: \_\_\_\_\_

A SKETCH/PHOTO OF ALL IMPROVEMENTS MUST BE SUBMITTED & ATTACHED TO THE APPLICATION TO SHOW LOCATION & DIMENSIONS. ADDITIONALLY, A CERTIFICATE OF INSURANCE FROM THE CONTRACTOR LISTING THE ASSOCIATION AS ADDITIONALLY INSURED MUST BE ATTACHED. WORKERS COMP INSURANCE IS REQUIRED FOR ANY CONTRACTOR DOING WORK ON THE PROPERTY.

I/WE UNDERSTAND THE RULES CONCERNING THE PROPOSED IMPROVEMENT. I/WE AGREE TO ABIDE BY THE RULES SET FORTH BY THE ARCHITECTURAL CONTROL COMMITTEE AND WILL BE SOLELY LIABLE FOR UPKEEP, MAINTENANCE, ENCROACHMENT & DAMAGES THAT THIS IMPROVEMENT MAY CAUSE. I/WE UNDERSTAND THAT I/WE ARE LIABLE TO APPLY FOR ANY PERMITS REQUIRED BY THE CITY FOR THIS IMPROVEMENT.

ANY IMPROVEMENT NOT COMPLETED WITHIN 365 DAYS WILL REQUIRE NEW APPROVAL FROM THE ASSOCIATION BEFORE THE HOMEOWNER MAY PROCEED.

\*\*\*\*\*

FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_ DATE DISAPPROVED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DISAPPROVED BY: \_\_\_\_\_

Mail to: Real Estate Investor Service  
188 W. Industrial Drive, Suite 422  
Elmhurst, IL 60126  
or email: CS@REISproperty.com or fax: 630-206-1515 (Attn: Candee)



# ***PARK BLOOMINGDALE CONDOMINIUM ASSOCIATION***

***Bloomington, IL 60108***

## **Witness Complaint Form**

PLEASE PRINT OR TYPE: Complete all information you know or have witnessed. If unknown, please state so. Be as specific as possible. Attach additional sheets as necessary.

**Witness's Name:** \_\_\_\_\_ **Date of Complaint:** \_\_\_\_\_

**Witness Address:** \_\_\_\_\_ **Unit#:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

Name(s) and Addresses of Additional Witnesses:

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**Violator's Name (if known):** \_\_\_\_\_

**Violator's Address:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

**Date Violation Occurred:** \_\_\_\_\_ **Time Violation Occurred:** \_\_\_\_\_

**Location Violation Occurred:** \_\_\_\_\_

**Section of Declaration, By-Laws or Rules and Regulations that was violated:**

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**Witness Observations:**

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Were any photographs or sound recordings made? \_\_\_\_\_ By Whom? \_\_\_\_\_

Please include all tapes or photographs with this form or forward as soon as possible. Include the name of the person who made tape recording(s) or photograph(s) and the date made.

I have made the above statement based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements of affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Professionally managed by:***  
***Real Estate Investor Service***  
***188 W Industrial Drive • Suite 422 • Elmhurst • IL • 60126***  
***Phone 630.941.0135 • Fax 630.206.1515***

# ***PARK BLOOMINGDALE CONDOMINIUM ASSOCIATION***

***Bloomington, IL 60108***

## **Contractor Packet**

### **29. REMODELING & CONSTRUCTION**

Prior written Board approval is required prior to the commencement of any in Unit remodeling, construction, or demolition other than normal maintenance work such as painting, wallpapering, carpet replacement (with new carpet, not hard flooring), etc. Construction work hours are 9:00 a.m. to 6:00 p.m. seven days per week.

The Unit Owner is solely responsible for obtaining permits and ensuring that all work performed is in compliance with local codes, and for any damage caused by any contractor, agent, or worker associated with such activities.

Any unit owner who makes any improvements, alterations or additions to his or her unit, the limited common elements reserved for use by his or her unit, or the common elements, shall be responsible for any damage to other units, the common elements, limited common elements and the property as a result of the improvements, alterations or additions.

Name of Licensed Contractor: \_\_\_\_\_

Vendor Registration with City of Bloomington, if applicable (attach)

Plans and specifications (attach)

City Permits if required (attach)

Vendor Certificate of Insurance (naming the Association and its managing agent as an additional insured) showing a minimum of \$1,000,000 with coverage of Commercial General Liability (Broad Form), Workers Compensation, and Automobile Liability. (attach)

Park Bloomington Condominium Association  
c/o Real Estate Investor Service  
PO Box 497  
Elmhurst, IL 60126

***Professionally managed by:***  
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***Phone 630.941.0135 • Fax 630.206.1515***

## Additional Notes:

Also, it is the responsibility of the unit owner to remind vendors that they are required to remove all packaging and cartons from the Park Bloomingdale premises. Dumpsters may not be used for remodeling waste.

Common area electricity/water may not be utilized for any work.

Remodeling may occur between the hours of 9:00a.m. and 6:00p.m.—Sunday thru Saturday

Water shut offs may only be completed by a licensed plumber and a copy of the license must be attached to the packet. Water shut offs may only occur Monday-Friday between the hours of 9:00a.m.-4:00p.m. excluding holidays with at least three business days' notice except in case of emergency. Emergency shut off may result in a fee being charged to the unit owner.

Contractors must put carpet covering down from the unit they are doing the work in to the building entrance when bringing in materials. Contractors must clean up all common area of any spills, debris, etc.

The Owner of the unit is responsible for all actions of their contractor.

I/We understand all the above and agree that I/We will ensure that the contractor will follow all guidelines. I/We further understand that as the owner of the unit I/we are responsible for any sum not paid for damage to the common area by our contractor.

Unit #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Dates of work: \_\_\_\_\_

Description of work being completed: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_