



## **Rules and Regulations**

**February 24, 2020**

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## Section A—INTRODUCTION

### General Information

The Bloomfield West II (BWII) Rules and Regulations document is a source of information and rules that help enhance the overall image and appearance of BWII. The Board of Directors is authorized under Article V of the By-Laws to adopt and/or amend specific Rules and Regulations covering the details and use of the Property. This document contains those rules approved by the Board of Directors. Owners are urged to review the Declaration and By-Laws in full. You may obtain copies of the Association's governing documents on the website at <http://www.bloomfieldwestii.com/>

Your phone book contains many useful numbers in the Information pages, located at the front of the book. Some of the more commonly used numbers are listed below for your convenience:

Ardel Partners (Managing Agent)	Phone: 630-441-6710	Email: <a href="mailto:ardelpartners@gmail.com">ardelpartners@gmail.com</a>
Village of Bolingbrook	Phone: 630-226-8400	Website: <a href="http://www.bolingbrook.com">www.bolingbrook.com</a>

Association's Website: <http://www.bloomfieldwestii.com/>

### Definitions

**Abandoned Vehicles** – Any vehicle which is in the state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for at least five (5) consecutive days; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

**Home Exterior** – With respect to each Parcel which has been improved with a Home which has been issued a temporary or permanent Certificate of Occupancy, the roof, foundation, steps, footings, outer surface of exterior walls and garage doors of the Home and all portions of the Parcel which are not improved with the Home, including, without limitation, the following:

Driveways, walkways, patios, grass, shrubbery, and other landscaping, if any; and those portions of water, sewer, electric and other operating or utility systems located outside of the Home.

**Parcel** – Each Lot shall be improved with a building containing at least one (1) Home.

**Premises** – Those portions of the Development Area which are legally described in Exhibit B of the Declarations with all improvements thereon and rights appurtenant thereto.

## **Section B—THE ASSOCIATION**

### **In General**

BWII is incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all Owners for the administration and operation of the Property.

### **Board Meetings & Association Records**

The Board of Directors meet from time to time to conduct the Association's business; these meetings are generally held at a public location. Notice of Board meetings shall be posted on the Association's website at least 48 hours prior to the meeting. Copies of Board meeting minutes shall also be posted on the Association's website.

The Association Board members may, in their discretion, schedule general meetings throughout the year; Homeowners are encouraged to attend these informational meetings. Homeowners are informed of the time and location of these meeting by postings on the Association's web site and by signage placed at all Association entrances five to ten days in advance of the meeting date. Homeowner attendance is very important as stated in the Association's Bylaws, twenty percent (20%) of the voting members shall constitute a quorum.

The books and records of the Association are available for inspection by any Owner, his/her mortgagee, agent, or attorney for any proper purpose at reasonable times.

## **Section C—RULES AND REGULATIONS BY TOPIC**

### **1. Community Area**

Storage of any kind is expressly prohibited on or in the Community Area, unless the area is expressly designated for such purpose.

All toys, recreation equipment, bicycles, and the like must be removed from the Community Area by sunset.

Any games or other activity that creates a nuisance, (i.e. playing basketball, hockey, loitering etc. in the street), damages any Community Area, or disrupts the peace is prohibited on or in any portion of the Community Area.

Owners may not enclose any portion of the Community Area with a fence or other boundaries. Owners may not place any temporary or permanent structure on the Community Area.

Any trees or shrubs to be installed on the Community Area must be submitted in writing and approved by the Board.

Playground equipment, baby pools or sandboxes are restricted to rear yards.

Any property which is damaged by the conduct of an Owner or by the Owner's family, tenants or guests will be repaired by the Association and charged to the Owner.

### **2. Landscaping**

Plantings are restricted to your deeded property only. No removal of original sodded Community Area is allowed without prior approval of the Board.

Trees – No plantings of trees on the Community Area are allowed without prior approval of the Board.

Flowerbeds or flower gardens shall be limited to the Owner's property only. All other planting will be subject to approval by the Board, and a drawing of suggested additional planting must be submitted to the Board as a precondition to consideration of the request.

Lawns must be neatly cut and treated for weeds when necessary. Landscaping including trees, bushes and shrubs must be trimmed to present a neat and well cared for appearance.

Owner shall be responsible for the care and maintenance for any landscaping they plant.

### **3. Signs and Advertisements**

No signs other than those for the sole purpose of selling your home will be allowed without prior approval of the Board. "For Sale" signs must be of commercial quality and can only be displayed in the front of a home. A Realtor's open house sign must state the time and date of the open house and must be removed at the end of day. All signs are prohibited on the Community Area unless otherwise approved by the Board and on parkways per Village of Bolingbrook ordinance. Garage Sale signs may not be posted for more than three (3) days.

### **4. Closing and Transfer of Ownership**

In the event of any resale or refinancing, contact the Managing Agent on record, so that the appropriate documentation can be processed and handled. Processing fees will be the responsibility of the Owner.

It is the responsibility of the Owner to supply the buyer with a copy of the Association Declarations and By-Laws and these Rules and Regulations.

Owners requesting documentation regarding selling or refinancing and/or copies of any Association documents will be charged a reasonable fee for actual costs of time and material.

### **5. Leases, Tenants, and Non-Resident Owners**

Each Home shall be occupied and used by its respective Unit Owner(s) as a private dwelling only, for such Owners, their families, tenants, and social guests, and for no other purpose.

Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. Any failure of a lessee to comply with the terms of the Declaration, By-Laws, and the Rules and Regulations of the Association shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to the Declaration, By-Laws, or Rules and Regulations of the Association. All Owners leasing their Home have an on-going obligation to regularly inspect their Home to ensure that their tenants are complying with the terms of the Declaration, By-Laws, and the Rules and Regulations of the Association.

No Owner may lease less than their entire Home, nor may the Home be leased for transient or hotel purposes. Airbnb and other similar short-term rental services are strictly prohibited. Every lease must be for a period of at least one (1) year unless the Board consents in writing to the contrary.

Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given a copy of the signed original lease of any Home on the Property prior to the occupancy date on said lease. All documentation must be forwarded to the Managing Agent of record. Any expenses incurred by

the Association in obtaining these documents shall be assessed to the Owner responsible.

If a tenant violates any provisions of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against Owner or tenant.

All expenses of the Board, in connection with any violation under these rules, shall be assessed to the account of the Owner responsible.

Provisions herein, which relate to the execution of new leases, shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately.

All Owners who do not reside in a Home owned by them shall provide the Board with their permanent resident address and phone numbers where they may be reached in an emergency, both at home and at work. 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 Home, 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 there from.

## **6. Assessments**

Unless otherwise determined by the Board, assessments are due January 1 and assessments received after February 1 will be charged monthly interest fees on the overdue balance. Checks returned for lack of funds will be charged a penalty.

Owners who are delinquent in the payment of Assessments shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has commenced all legal fees and costs will be assessed to the Owner as required by the Declaration and By-Laws.

## **7. Garbage and Trash**

Containers or bags shall not be placed outside for collection any earlier than sunset of the night prior to pick up; garbage and recycle containers must be retrieved by the Owner or Resident on the day of pick up.

Garbage containers must not be placed to obstruct mailboxes or walkways; garbage containers must not be placed in the street.

Any litter remaining on the ground after garbage pick up should be removed by Owner or resident responsible.

If additional refuse containers and/or special garbage pickups are required, it is the Owner's responsibility to decide. All costs associated with garbage and debris removal are the Owner's responsibility.

## **8. Fences**

No fence may be installed without prior written Board approval and in most instances requires a permit from the Village of Bolingbrook. Acceptable fencing material include wood, wrought iron, synthetic material (plastic, vinyl). Unacceptable fencing materials include chain link, cinder block. Fences must be maintained in good repair by the Owner. Stained/painted fences need to be maintained presenting a uniform appearance, free of peeling, cracking, or chipping.

## **9. Home Exterior**

Exterior painted wood surfaces must be maintained to eliminate conditions of peeling, chipping or wood grain bleed-through. Garage door panels must not be dented or broken, and coach lights must be properly oriented, functioning and not in disrepair. Exterior siding must be kept clear of any discolorations or damage due but not limited to factors such mold or mildew growth, staining such as water-based iron, deck stain over-spraying, excessive heat from grills, etc.

Items such as but not limited to landscaping materials, trash, trash or recycle containers, unused furniture, bikes, or other vehicles must not be stored in the front or on the side of the home. These items must be stored in the garage or placed behind a solid fence or screening so as not to be visible from the street/sidewalk in front of the home.

## **10. Pets**

No animals other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.

All pets must be leashed while outdoors, unless inside a fenced area. No pet may be left unattended at any time on the Community Area.

No pet shall be allowed to create an unreasonable disturbance or to damage the Community Area or the property of any other Owner.

An Owner is responsible for the actions of pets or anyone residing in or visiting his home and the costs of repairing any damage caused by a pet shall be assessed to the Owner responsible.

When walking pets, the Owner must clean up after pets immediately and dispose of pet waste properly.



## **11. Vehicles**

Without prior approval of the Board, no boats, recreational/commercial vehicles, trailers or other similar vehicles shall be parked or stored on any portion of the Premises (other than a garage which is part of a Home), for a 48-hour period within seven calendar days unless placed in rear of the Lot behind a solid fence and, per Village of Bolingbrook ordinance, placed on a hard surface, not grass.

All vehicles are restricted to paved surfaces, including the streets and parking areas. There shall be no parking on routes of passage across any other portion of the Property, including all lawn areas, sidewalks and blocking of fire hydrants or mailboxes. Vehicles shall not be parked, maintained, or stored in a manner which interferes with ingress to or egress from any portion of the Property.

Parking shall not obstruct any sidewalk or the entrance to or exit from any Home. No motorized vehicles shall be driven, parked, or stored in or on any portion of the property not intended for same.

No major vehicle repairs are permitted on an Owner's driveway, or on streets. This is to include no vehicles on blocks or jacks or stored under tarps.

The use of recreational vehicles is prohibited on the Premises (Three or Four-Wheelers, ATVs, dirt bikes, etc.).

Any abandoned/inoperable vehicle must be completely enclosed within a building where it is not plainly visible from the street or other residences, per Village of Bolingbrook ordinance. Vehicles in violation are subject to towing, at the Owner's expense.

## **12. Obstructions**

There shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

## **13. Noise**

Sound volume of stereos, radios, TV, musical instruments, etc. must be confined within your own Home and should in no way disturb or annoy other residents.

## **14. Remodeling**

The exterior of Homes shall not be altered without written permission of the Board. This includes, but is not limited to: room additions, fences, swimming pools, storage sheds, extensive landscaping & retaining walls. Permits must be obtained from the Village of Bolingbrook when

necessary.

## **15. Holiday Decorations**

In accordance with Bolingbrook Municipal Code, holiday decorative lighting shall be permitted to be displayed for a period not to exceed 90 days during the holiday season.

## **16. Basketball Hoops**

Basketball hoops are permitted in driveways, but permanently installed posts and hoops must be at least six (6) feet behind the sidewalk. Portable basketball hoops may not be placed on or block the sidewalk, parkway or in the street.

## **17. Driveways**

Asphalt driveways must be seal coated every two years. Concrete driveways must be maintained free of paint, automotive or any other stain. Driveways must be kept clear of all items other than properly registered and operating vehicles.

## **18. Mailboxes**

All mailboxes must be structurally intact in the ground. Damaged mailboxes must be replaced or repaired within two (2) weeks of the damage occurring. Failure of an Owner to replace and/or repair a damaged mailbox in the time frame provided herein may result in a fine assessed against the Owner. Temporary repairs such as visible duct tape, additional supports to prop up the mailbox, etc., is not permitted. Repairs must be final and structurally sound. Any new mailboxes must follow Village of Bolingbrook and USPS regulations.

## Section D—ENFORCEMENT PROCEDURES

If an Owner violates or is otherwise liable for a violation by his/her guests, tenants, etc. of any or the provisions of the Association's Declaration, By-Laws, and/or Rules and Regulations, the following shall occur:

Upon a first violation, the Board will notify the Owner in writing. Corrective action may be required as determined by the Board.

In the event this violation results in damage to any Community Area, repairs will be scheduled, and costs will be assessed to the Owner's account.

If any Owner feels that they have been wrongfully or unjustly charged with a violation, the Owner may proceed as follows:

Within **the time frame noted in the notification**, the Owner shall request a hearing and submit a written statement to the Board explaining why they feel no violation was committed.

The Owner will be notified of the time, date, and place for a hearing on the violation.

The Board shall hear and consider arguments, evidence, or statements regarding the alleged violation from the Owner.

After the hearing, the Board will state its decision regarding the alleged violation. The decision of the Board shall be final and binding. Notification of the Board's decision will be submitted, in writing, to the Owner. If applicable, all fees associated with the violation become due immediately.

If the Owner fails to attend the hearing, the notice of violation will stand as is. All fees associated with the violation become due immediately. Management will notify the Owner, in writing, of the Board's determination.

Upon a second or continuous violation of the same offence, a fine of **\$100.00** will be assessed to the Owner's account monthly until such time the source of the violation is corrected, or the violation is excused by the Board. In the event the matter is forwarded to the Association's attorney for appropriate legal action, all attorneys' fees, and other costs incurred, will be charged back to the Owner.