

RULES, REGULATIONS & PROCEDURES

OF

**PARK BLOOMINGDALE
CONDOMINIUM ASSOCIATION**

www.parkbloomingdale.org

Revised April 2014
Revised April 2015

Park Bloomingdale

Rules, Regulations, & Procedures

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1. ADVERTISEMENTS, COMMUNICATIONS, SOLICITATIONS

Only notices pertaining to Association business may be distributed to individual Units. Such notices may only be distributed at the direction of the Association Board or by the Management Company. Door-to-door canvassing and soliciting is prohibited.

Unit "For Sale" or "For Rent" signage may only be posted on the designated bulletin board within the building lobby and may only be posted by the affected Unit Owner. Building residents and Unit Owners may post other information on the designated bulletin board within the building lobby. Bulletin board postings may not exceed 3"x 5" in size and must have prior management approval.

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 on the 2nd Wednesday in December of 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.

All Unit Owners are notified of the place and time of the meeting and are strongly encouraged to attend. Unit Owner representation of at least 20% is required in order to transact the business of the meeting. The Board or Management Company will distribute proxies to all Unit Owners, to be completed by Unit Owners unable to attend the meeting.

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 in good standing with the Association, and 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 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 whether or not the Unit Owner has received a statement, payment coupon, or other such notice.

If payment is not received by the 15th of the month, a \$25.00 late payment charge will be assessed against the Unit Owner. Such charges are added to and deemed part of the monthly assessment for the month in which the charge is assessed. A 30-day Notice of Default will be sent by the Management Company to the Unit Owner. 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 fees and costs incurred by the Association as a result of such action.

4. BOARD MEETING

Board meetings are open to all Unit Owners, who are strongly encouraged to attend. Meetings are held at 7:00 p.m. on the second Wednesday of each month and at such other times as may be necessary. The meeting agenda and notice will be posted on building lobby bulletin board not later than 48 hours prior to the meeting. Minutes of the meetings are available for review by Unit Owners at the office of the Management Company.

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 or to the Association's Board.

6. BUSINESSES

Nothing shall prohibit a Unit Owner or tenant from using the Unit for the keeping of personal and business records therein, personal or professional phone and correspondence, maintaining a computer or other office equipment, utilizing secretarial help and having *occasional* business visitors. However, the regular or consistent entry of customers or clients is not permitted.

7. COMPLAINTS & SUGGESTIONS

Complaints relating to Common Elements, Limited Common Elements, and Rules violations should be submitted in writing to the Management Company. If resolution is not forthcoming, the matter should be brought to the attention of the Board.

8. CENSUS CARDS

Each Unit Owner is required to complete a census card for their unit *on an annual basis (due by January 1 of each year) whether or not any changes have occurred since the filing of the last Census Card*. This information is for the Management Company in case of an emergency. It is a Unit Owner responsibility to keep census information current. Units without a current completed census card on file will be fined \$150 per month.

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. It is the Unit Owner's sole responsibility to maintain, service and clean fireplaces, flues and any and all exhaust ducting exclusively servicing said unit.

10. DELIVERIES, MOVE-INS, MOVE-OUTS

All move-ins and move-outs must give at least 48 hour notice to the Management Company. ***A fee of \$100.00 will be charged for each move in from a unit. Any actual damages caused by a move in 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,*** will result in a minimum fine of \$200.00 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 may 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 affected Unit Owner.

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, decorated, or adorned; nor may any canopy, antenna, satellite dish, 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. Wind chimes and animal feeders of any kind are not allowed on balconies, patios or common areas.

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.

Insurance requirements prohibit charcoal or wood burning devices of any kind, other than existing in-Unit fireplaces. Only gas grills and furniture manufactured exclusively for outdoor use, may remain on patios or balconies. 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 affected Unit Owner.

Satellite dish installations 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.

Speakers, communication devices, or security systems which physically or audibly project into any common area are prohibited.

12. EXTERMINATING

The Association contracts for exterminating services only for the common areas. The Management Company should be immediately notified upon sight or suspicion of pest infestations or any such problem that may require special attention beyond the 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 home owner accounts and are payable as assessments. State law, local ordinances, and the Declaration may supersede if they are to be in conflict.

Allegations of violations of the Declaration, By-laws, or Rules should be made in writing to the Management Company. The alleged violating Unit Owner will be notified in writing by the Management Company and will be given an opportunity to respond or call for a hearing within 30 days of the date of the Management Company's notice of the alleged violation. Continuous or further violations shall also receive such notice, may be subject to further fine assessment for each day the violation exists, or may be referred 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. *1st violation is a warning letter, 2nd violation is a \$50.00 fine, 3rd violation is a \$75.00 fine, 4th violation is a \$150.00 fine.*

14. FIRE SAFETY

Insurance requirements prohibit the use of charcoal or wood burning devices on balconies, patios and all common areas.

Each Unit shall contain at least one smoke detector and one carbon monoxide detector, or at least one device which combines these two functions. 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 may 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, the floor covering in areas other than baths and kitchens shall be wall-to-wall carpeting. Wood flooring (including all hard flooring material) in other areas is only permitted in first floor units. Fines will be issued to unit owners for non-compliance and will result in removal and replacement of such materials, 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 *on the limited common elements such as patios and balconies*. 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 (cigarette/cigar smoking, etc.) to the interior of their unit and shall not allow any smoke materials/fumes, etc. from escaping their unit. 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 playing, running, or behaving in a reckless or offensive manner in all common areas.

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

Entry and stairwell doors may not be propped open or their locking mechanisms defeated or tampered with in any way. Residents may 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 as a result from a Unit Owner's heating or air conditioning unit shall be the Unit Owner's sole responsibility.

19. UNIT INSPECTIONS

From time to time the Association will conduct in-unit inspections. All in-unit inspections, 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 the Association. If the Unit Owner fails to keep the appointment as denoted in the first notice, a second notice shall be sent first class mail stating the time and date of the second notice. If the Unit Owner fails to keep the second appointment a third notice shall be mailed first class to the Unit Owner with a time and date which shall include a \$200.00 fine. A \$200.00 fine shall be charged on each and every additional appointment that may not be kept by the Unit Owner until access to the Unit is finally obtained.

20. INSURANCE

Each Unit Owner should carry appropriate individual condominium owner's insurance.

21. JACUZZI, WHIRLPOOL, 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 and overflows from within a 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

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 *twelve (12) months for the initial lease. Subsequent leases must be for a period of no less than 12 months.* Subleases are not permitted. All leases shall be in writing and a copy of the lease, lease rider, updated census card, and a \$100.00 move in non-refundable fee shall be paid by the Unit Owner prior to tenant's move-in. Failure to comply with the leasing rules may result in denial of move-in for the tenant.

Provision of the Rules to the lessee is the responsibility of the Unit Owner and the lessee shall thereby be bound.

Owners and lessees must provide the following information to the Management Company prior to move-in: Copy of executed lease and all riders with the updated census card. Failure to provide all information required by these Rules may result in denial of lessee access to the building.

A maximum of Thirty (30%) percent of the units may be leased. Existing Unit Owners with leases will be exempt from this Rule Provision until the sale of the unit.

24. NOISE & NUISANCES

No disruptive or offensive activity may be conducted in any Unit or Common Area that may be or become an annoyance which disrupts another resident's reasonable use and enjoyment of the property. Quiet hours are from 10:00 P.M. through 8:00 A.M. Washers and dryers are not to be run between 11:00 P.M. and 7:00 A.M.

Audio volume of equipment or instruments must be limited so that other residents are not disturbed or annoyed.

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 this purpose 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

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 be currently licensed and registered, and must 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 to the Management Company or the Association's towing contractor by the designated space Unit Owner or authorized designated space Unit occupant. Vehicles parked in violation of the foregoing guest parking rules may be towed without notice upon request to the Management Company by any Unit Owner or authorized Unit occupant. All towing costs, fees, and expenses are the responsibility of the towed vehicle's owner.

The Management Company will be authorized to lease extra Association-owned parking spaces on an as-needed basis for ***\$100.00*** per month with a \$100.00 security deposit for a term of 12 months. 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. Violators are subject to 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. 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. ***No more than 1 dog is allowed within the Unit with an individual weight not to exceed 30 pounds at full growth- all weight requests by the Association must be certified by a Veterinarian and proof of all required State and Local government vaccinations must be submitted along with the Unit's Census Card, on an annual basis. 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, no warning shall apply. No unregistered animals/pets shall be allowed on the premises at any time. Only current residents of the Association with more than 1 registered dog or currently registered dogs over the 30 lb. weight limit are grandfathered against the weight limit and limit on number of dogs rule change. (revised 2-2015)

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 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. Pets shall not be fed on balconies or patios. No pet shall be permitted to relieve itself on any balcony or patio under any circumstances.

Violations are subject to a \$200.00 fine, 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. Residents, however, will be given an opportunity to correct such pet behavior. If such problems persist, the board may require the immediate removal of the pet from the Unit and the property.

All pets must be short-leashed or carried when within the building outside the Unit. All pets must be leashed and controlled when outside of the building. 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 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 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, carpet replacement (with new carpet, not hard flooring), etc. Construction work hours are 7:00 a.m. to 7:00 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.

30. SECURITY SYSTEMS

Owner or resident-installed private security systems are subject to prior approval of the Management Company, and may not include such type as may be disruptive to other residents. Cost of removal or modification of any system in violation shall be borne by the Unit Owner.

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.

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 furniture may not be installed without prior registration and approval by the Management Company. Aquariums over 30 gallons are prohibited.

34. CLUBHOUSE RENTAL FEE -

The Clubhouse rental fee shall be as follows:

- *For Rentals in the AM (9AM to 4PM) - \$150.00*
- *For Rentals in the PM (5PM tp midnight) - \$150.00*
- *For All Day Rentals - \$200.00*

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.

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. Vehicle in violation of this Rule that are parked in the Association's guest parking areas will be towed without notice.

36. CLOTHES LAUNDRY EQUIPMENT

No laundry washing equipment (Washing Machine and/or Dryer) is allowed in any of the "Barrett" model units due to the lack of adequate plumbing systems as installed by the Developer.

POOL RULES



The swimming pool at the Park Bloomingdale Condominium Association, which was built for, and supported by all its residents, has restrictions in place for the equitable enjoyment of all owners and their invited guests. Rules for use of the pool are mandated, firstly, by the DuPage County Health Department. They inspect the pool periodically for conditions of the pool itself; i.e., cleanliness, ratio of chemicals in the water, water temperature, and water circulation; cleanliness of the bathhouse and the pool deck; safety rules including jumping, diving restrictions, no food or drink on the pool deck, and necessity of showers. Additional rules, as mandated by the Board of Directors, are specified also for the health and safety of all swimmers.

All users of the pool are urged to read the pool rules, and respond courteously, so that everyone may enjoy the use of the pool during the summer months.

Violations of pool rules are \$100.00 per occurrence (no warnings will be issued) and possible loss of pool privileges for the remainder of the season.

A. PERSONS ENTITLED TO USE POOL FACILITIES:

1. A member is defined as a unit owner or resident of Park Bloomingdale in good standing. A member in good standing is defined as a unit owner of Park Bloomingdale who is not delinquent in his/her monthly assessments *in an amount in excess of \$300.00*, does not owe fines, and who is not under suspension.
2. Homeowners/Residents and guests: All homeowners/residents are required to list their names in the registry book and also list their guests' names (please print names for insurance purposes). A guest who violates the rules or behaves objectionably will be asked to leave and will not be allowed to return for the remainder of the day.
3. ONLY adult members (18 and older) are allowed to accompany guests. Residents under 18 years old are only allowed one guest who must be over 18 (for supervision purposes).
4. Residents/Homeowners are responsible for their guests' behavior and rule enforcement.
5. NO ONE may swim alone. However, sunbathing is allowed in pool area.

B. SUSPENSIONS:

Infraction of any of the pool rules will result in a warning letter being sent immediately to a homeowner/resident listing infractions that occurred, giving date, time, and if guests were involved. A second infraction of any pool rule within a 2 year period will result in a letter notifying the homeowner/resident that all pool privileges have been rescinded for the remainder of the season or three months, whichever is greater. Please note that this suspension SHALL carry over to the following pool season.

C. GUESTS:

Guests are defined as ALL people at the pool area/facility with you, not just swimmers.

1. Guests are limited to four (4) per unit per occurrence. An owner may not sign in another owner's guests. There are NO exceptions.
2. A homeowner/resident when entertaining guests, **MUST BE PHYSICALLY PRESENT** at the pool, and **REMAIN** at the pool the entire length of time those guests are at the pool facility.
3. A homeowner/resident may **NOT** give his/her key to anyone, including any non-resident family member.

D. POOL HOURS:

1. The pool is open from 9:00 AM to 10:00 PM until August 15th. After August 15th, the pool is closed at 8:00 PM due to darkness.
2. The pool is open from Memorial Day weekend through Labor Day weekend, **SUBJECT TO WEATHER CONDITIONS**. If the weather stays cool, the pool may be opened at a later date.
3. The pool shall be closed due to adverse weather conditions (rain, thunderstorms, lightning, high winds) and when the temperature is less than 68°degrees, or for any situation that would jeopardize the health and safety of the people present.

E. USE OF THE POOL FACILITIES:

1. Many of the rules established for pool use are mandated by the DuPage County Health Department with emphasis on health and safety. These pertain to no food or drink in pool area, showers, rowdiness, and jumping into the pool, diapered babies, and other safety features. The Health Department has the authority to close the pool not only for water conditions, but also for infractions of any health or safety rules.
2. The Association **IS NOT** responsible for loss, theft, or damage to a member's / homeowners or a guests' personal property; however, members and guests are responsible for damage to pool property.
3. The Association **IS NOT** responsible for injuries sustained in the pool and or pool area.

F. REGULATIONS RELATING TO SWIMMERS:

1. "THIS FACILITY IS NOT PROTECTED BY LIFEGUARDS. PERSONS UNDER THE AGE OF 18 MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN OR OTHER RESPONSIBLE PERSON AT LEAST 18 YEARS OF AGE (as per Section A-3 of these rules). SWIMMING ALONE IS NOT ALLOWED".
2. Bathing suits must be worn for swimming. Slacks, cutoffs or jeans are not considered swimming attire.
3. All persons are required to take a shower at the pool bathhouse BEFORE entering the pool. It is recommended that parents hold babies and/or toddlers under the shower to alleviate their fears.
4. Everyone must shower after applying lotion or oil before re-entering the pool. Bathers who leave the pool area for any reason are required to shower before returning to the pool.
5. Toddlers at the wading pool must be accompanied by an adult at all times.
6. Admission to the pool shall be refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages or other bandages of any kind shall also be refused admittance.
7. A person appearing to be under the influence of alcohol or exhibiting erratic behavior is not permitted in the pool area.
8. Spitting, spouting water, and blowing the nose in the pool is not permitted.
9. Beverages (including water), food, alcohol, chewing gum, and smoking IS NOT allowed in the pool area. Water in plastic bottles is allowed ONLY in the bathhouse area and not on the pool deck.
10. All persons with shoulder length hair are required to either wear a cap or have their hair tied back or braided.
11. All personal belongings must be removed whenever leaving pool area.
12. No pets will be allowed in the pool area.
13. NO strollers or other wheeled vehicles are permitted in the pool area. These can be kept outside the fence.
14. Parents are responsible for DISPOSAL OF DIAPERS outside the pool area and the bathhouse.
17. Nothing may be hung on the pool fence.
18. Umbrellas and chairs must be returned when not in use.

G. SAFETY RULES:

For safety reasons, no one may be in the deep end of the pool without the ability to swim UNASSISTED (no floats, noodles, etc.) the width of the pool.

1. All injuries occurring on the premises **MUST BE REPORTED IMMEDIATELY** to the Managing Agent (EPI 708-396-1800).
2. Personal conduct in the pool and bathhouse must be such that the safety of self and others is not jeopardized, and **NO** roughness, rowdiness, or running is allowed in the pool area. **DISRUPTIVE JUMPING INTO THE POOL IS NEVER ALLOWED.**
3. Kick boards will be permitted in the shallow end of the pool **ONLY**. Inner tubes, air mattresses, inflatable toys, and balls are allowed **ONLY** when there are **10 OR LESS** swimmers in the pool. When not in use, these articles **MUST** be removed from the pool.
4. Surface diving for small objects such as coins, stones, etc. **IS NOT PERMITTED**, and diving in less than 5 feet of water is **NOT PERMITTED**.
5. No chairs or other furnishings may be placed within 4 feet of the pool, since the area surrounding the pool must be kept free of all hazards.

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Please help keep Park Bloomingdale a nice place to live. Any violation can be reported to: www.parkbloomingdale.org. All reports are confidential.