

COROMANDEL TOWNHOME  
RULES AND REGULATIONS  
MAY 8, 1995

PREAMBLE:

THE COROMANDEL TOWN HOME ASSOCIATION has legal restrictions which freestanding homes do not have. These legal restrictions are outlined in the Coromandel Umbrella Association Declaration and By-Laws. The Declaration and By-Laws give the respective governing Board of Managers the authority to further establish rules and regulations pertinent to the Association. These regulations supersede any Rules and Regulations previously adopted by the Board of Managers.

I. DEFINITIONS

All definitions shall be as per the Coromandel Townhome Association Declaration which was recorded in the office of the Recorded of Deeds of Lake County, Illinois, and as amended from time to time.

II. ENFORCEMENT

The Declaration and these regulations will be enforced, where applicable, by the Village of Deerfield. All other regulations will be enforced by the Association and, if necessary, through legal action. If an owner refuses to pay a fine or an assessment, the Association will place a lien against the unit. The unit cannot be sold with a lien.

ARCHITECTURAL CONTROL

In order to maintain the uniform appearance of the buildings and the integrity of the Common Elements, no unit owner may alter the exterior of a unit or add to the Common Elements (such as plant material, statues, lighting, etc.) or fail to comply with any requirement contained in the Declaration without a specific written approval of the Board of Managers.

"Alter" for this purpose means painting or staining exterior surfaces with any color or adding or removing anything to or from openings for appliances, sun screens or any additions or changes to existing plumbing, or electrical. "Exterior" for this purpose means the exterior surface of a unit. All requests for approval of such exterior alterations or variances from the provisions of the Declaration must be submitted to the Board for action at the next regular meeting of the Board of Managers.

Any exterior alteration or failure to comply with any requirement contained in the declaration made without approval of the Board may be ordered removed at the unit owner's expense by the Board. In order to force compliance with the Board's order, the Board can place a lien on the owner's unit until the alteration is restored to its original condition and the cost of effecting restoration is paid in full.

Nothing contained herein shall be construed as an obligation on the part of the Board to grant any request for an alteration or variance. The Board may, as its sole option grant or deny any request for an alteration or variation.

#### GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and By-laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations.

These Rules and Regulations are binding on all unit owners, residents, their families and guests. Exceptions to the rules may be made only in writing, signed by the Board or its duly authorized agents following a request by a unit owner.

A. A unit owner or tenant is responsible for seeing that his/her guests comply with all Rules and Regulations of the Association.

B. If any unit owner or his tenant violates any of the provisions of the Rules and Regulations, the Association shall send to the tenant and/or unit owner a notice notifying the unit owner of the violation and the date thereof. For each and every subsequent violation and notice thereof the unit owner shall be charged an amount deemed sufficient to cover the expenses incurred by the Association for violation, determination of violation, and notices.

Additionally, the unit owner shall be charged any and all costs and expenses incurred by the Association for repair of damage to the Common Elements caused by said violation or for extra maintenance or repair charges incurred by the Association as a result of the violation of the Rules and Regulations. Additionally, the unit owner shall pay all legal costs actually incurred by the Association necessary to enforce these Rules and Regulations. These charges shall be added to the unit owner's monthly assessment at the next regular monthly billing. The collection of these charges, if not paid promptly, may be effected by utilization of any or all of the remedies provided for in the Declaration.

C. Children are not permitted, for safety considerations, to play or leave toys on any driveway areas,; toys bikes, etc. are not to be left on the Common Elements overnight. All children's pools must be drained and removed from common elements nightly.

D. Storage of any kind is expressly prohibited on or in any Common Property unless the are is expressly designated for such purpose.

E. Seasonal Decorations:

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.

2. No outdoor decorations are permitted except for decorations which can be placed on a unit's door, patio, or balcony. Any damage caused by the hanging of decorations shall be repaired by the unit owner responsible or the cost of repair will be charge to the unit owner by the Association.
3. No decorations which create a safety hazard will be permitted.

#### HOME OCCUPATIONS

- A. Home occupations which comply with the applicable standards set forth by the Village of Deerfield and the provisions of the Declaration shall be permitted

#### GARBAGE REMOVAL

- A. Garbage in plastic bags and or the containers provided by the refuse disposal company (only) to be emptied or removed may be placed at the curb only after sunset on the day prior to the day assigned for pick-up. Non-compliance with this rule will result in a fine to the offending resident/unit owner.
- B. All rubbish, trash or garbage must be kept in sealed containers indoors not to be seen from neighboring units or streets and shall regularly be removed from the property and shall not be allowed to accumulate thereon.

#### SIGNS

Signs offering a unit or other personal property or services for sale or for rent are not permitted.

#### PETS

- A. 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.
- B. All pets must be leashed while outdoors or on any common property.
- C. No pet may be left on common or limited common elements unattended at any time.
- D. Pet owners walking their pets must have in their possession clean-up apparatus. Pet owners must clean up after pets immediately.
- E. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the property of any other resident.

F. A unit owner is responsible for the actions of pets of anyone residing in or visiting his unit, and the costs of repairing any damage caused by a pet shall be assessed to the unit owner responsible as a Common Expense.

GENERAL RULES AND REGULATIONS  
REGARDING PARKING AND VEHICLES

A. Use of the drives and parking areas for long-term storage of motor vehicles is prohibited.

B. No permitted vehicle shall be parked, maintained, or stored so as to obstruct passage of other permitted vehicles or emergency vehicles. All vehicles must be parked within the permitted limits of the underground parking facility, or within marked spaces in the parking lots, stalls, or in driveways clear of the driving aisles.

C. Vehicles of all types are restricted to the parking areas or driveways and garages of the Association. There shall be no parking or routes of passage across any other portions of the Common Elements including all turf areas, sidewalks and fire lanes.

Any vehicle that is parked, maintained or stores on a Common Element other than a parking area, and in particular on a fire lane, may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

D. Vehicles shall not be parked, maintained, or stored in a manner which interferes with ingress to and egress from a parking area, garage or other Common Element.

Any vehicle that is parked, maintained or stored in violation of the section is considered to be interfering with ingress to and egress from a unit for emergency purposes, or to be interfering with ingress to and egress from a unit for the protection, health, safety, comfort and welfare of the respective family residing therein, their respective guests, household help and other authorized individuals, and such vehicle may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

E. Any vehicle that is abandoned may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

F. The Association or its agent, when apprized of a possible violation of any of the above noted rules, may investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred it may take any or all of the following actions in addition to removal of the vehicle for the reasons and under the circumstances noted:

1. Attach a notification sticker to the vehicle, preferably on the front window.
2. Record the vehicle identification, including license number, vehicle sticker, date of

violation. type of violation and vehicle owner, if known, on a permanent record of violations to be maintained by the Association at its principal office or at such other place as is designated by the Board.

3. Identify or attempt to identify the vehicle owner and notify said owner of the violation.
  4. Identify the unit owner and/or resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  5. Notify the village authorities, asking that they issue a citation and/or remove said vehicle.
  6. Follow the procedures set forth in the enforcement policies set forth in the final section of these comprehensive rules and regulations.
- G. Upon receipt of notice of a violation a unit owner must follow the procedures set forth in the enforcement policy.
- H. The Board of Managers is authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations.
- I. The Board of Managers may designate a person, persons or a committee to make determinations of violations and to place stickers and notices on vehicles. Members of the Board of Managers or its agent shall notify the appropriate companies or individuals to remove vehicles.

#### BALCONIES/PATIOS

- A. Unit occupants are responsible to keep balconies/patios clean and free from clutter.
- B. Balconies/patios shall not be enclosed or altered in any way. (Balconies/patios shall not be carpeted without prior written consent of the Board.)
- C. No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted on the balcony or from windows.
- D. No awnings, sun shades, canopies, trellises, shutters, radio or television antennae shall be affixed to or placed in, through or upon an exterior wall, door, window or roof or any part thereof, without prior written consent of the Board.
- E. No signs, notices, etc., will be allowed on the balcony/patio, windows, walls, or on the lawn.

F. Planter boxes and planters on balcony railings shall be permitted only with the written consent of the Board.

#### RULES REGARDING ENFORCEMENT POLICIES

A. If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:

1. Upon a first violation, the unit owner shall be notified by the managing agent, or the appropriate authorized personnel of the Association. The notification shall be in a manner prescribed by the Board.
2. Upon a second or continuing violation by a unit owner, the unit owner shall be notified of the violation by the managing agent or the appropriate authorized personnel of the Association, in a manner prescribed by the Board, and if the Board so elects, by the Association's attorney. The unit owner shall be assessed Seventy Five and No/100 (\$75.00) Dollars as part of his Common Expenses for the time, costs and expenses of this notification, following an opportunity for a hearing as set forth in paragraph 4 below. In addition, the unit owner shall also be assessed as part of his Common Expenses for the costs of the legal fees incurred by the Association as they are billed to the Association by the Association's attorney.
3. Upon further or continuing violations by a unit owner, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorneys' fees and costs incurred will be charge back to the unit owner's account as part of his Common Expenses.
4. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association

B. Any unit owner assessed hereunder as part of his Common Expenses shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection thereof.

C. The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof of the Rules and Regulations of the Association.

D. If any unit owner feels that he has been wrongfully or unjustly charged with a violation hereunder the unit owner may proceed as follows:

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1. Within ten (10) days after the unit owner is notified pursuant to paragraph A(2) of these rules, the unit owner shall submit, in writing, a protest to the Board in care of the Managing Agent, stating the reasons the unit owner feels he has not committed a violation.
  2. Should no protest be tiled, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.
  3. At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination regarding the alleged violation. The decision of the Board shall be final and binding on the unit owner.
  4. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination, however, other legal or equitable remedies may be pursued by the Board during this time. Notification of the Board's determination shall then be made.
  5. Time is of the essence with this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner shall have previously filed with the Board.
- E. 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, both at home and at work. Any expenses of the Board incurred in locating a unit owner who fails to provide such information shall be assessed to that unit owner's account. Unless otherwise provided by law, any unit 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 said unit owner caused by any delays in receiving notice resulting therefrom.
- F. Any complaint which alleges a violation of the Declaration By-Laws or Rules and Regulations shall be made in writing and shall contain at a minimum:
1. The name, address and phone number of the complaining witness;
  2. The unit owner's name, unit number or address of the unit where the person or resident complained of resides;
  3. The specific details or description of the violation, including the date, time and location where the violation occurred;

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4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at an hearings or trial which may be necessary;

5. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs be taken, if possible, to show the violation. Any such photographs should be forwarded as soon as possible. The photographer's name and the date on which the photographs were taken should be written on the back.

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