



**COROMANDEL CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS**  
*As Amended September 28, 2010*

**PREAMBLE:**

THE Coromandel Condominium Association has legal restrictions that a freestanding home does not have. These legal restrictions are outlined in the Coromandel Condominium Association Declaration and By-Laws. The Declaration and By-Laws give the 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 Condominium Association Declaration, which was recorded in the office of the Recorder of Deeds of Lake County, Illinois, and as amended from time to time.

**II. 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 or add to the Common Elements (such as statues, lighting, etc.) or fail to comply with any requirement contained in the Declaration without a specific written approval of the Board Members.

“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 revision of the Declaration must be submitted to the Board of Managers 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 of Managers may be ordered removed at the unit owner’s expense by the Board of Managers.

Nothing contained herein shall be construed as an obligation on the part of the Board of Managers to grant any request for an alteration or variance. The Board

of Managers may, at its sole option, grant or deny any request for an alteration or variance.

### **III. STRUCTURAL IMPAIRMENT**

Nothing shall be placed on, or added to the Common Elements, which would impair the structural integrity of any building or structure located thereon.

### **IV. GENERAL RULES**

- A. No unit owner shall operate any machine such as exercise equipment in such a manner as to cause an unreasonable disturbance to others.
- B. There shall be no obstructions in the driveways or other portions of the common elements nor shall ready access to a parking facility, garage, or entrance to a parking lot be obstructed or impeded in any matter.
- C. No television antennas, radio receivers or transmitters or other similar devices shall be attached to or installed on any portions of any unit, common element, or limited common elements without the written permission of the Board of Managers.
- D. The Condominium Board of Managers shall have the right, at its sole discretion for aesthetics or other reasons, to require the removal of any items installed or placed by any dwelling unit owner on any common element or limited common element.
- E. Carts provided for residents must be promptly returned to the parking level. Carts should not be sent on the elevators unattended or left in the hallways.
- F. Registrations of every mortgage lender holding a mortgage or security interest in any unit shall be on file with the Property Management Company.
- G. Each resident is required to comply with any recycling plan or ordinance in effect in the Village of Deerfield from time to time. Owners shall be required to separate recycling materials from disposable material and place in approved containers.
- H. Skateboards are not permitted in any area of Coromandel.
- I. Fishing, boating, swimming in or ice skating on Coromandel lakes or pond is prohibited.
- J. Smoking is prohibited in or upon any indoor common element, including lobbies, hallways, garages and elevators.

## **V. LEASING OF UNITS**

All leases of units must be for a term of six months or longer, and must be in writing. Every such lease and lease renewal, as and when executed, must be submitted to the property manager in advance of occupancy by the tenant or tenants. All such leases must contain the following provisions:

- (a) That the terms of the lease are subject to the Declarations and Rules of the Coromandel Umbrella Association and the Coromandel Condominium Association;
- (b) That any failure by the tenant or tenants to comply with the terms of the Declarations or the Rules of either the Coromandel Umbrella Association or the Coromandel Condominium Association shall be deemed a default under the lease which shall be enforceable by the Coromandel Condominium Association; and
- (c) That tenants are prohibited from harboring or maintaining dogs of any size within their units for any amount of time.

## **VI. MOVE IN/MOVE OUT POLICY**

- A. In the event of a sale or transfer of ownership of any Unit or the leasing of any Unit, the Property Manager must be notified at least thirty (30) days in advance of the effective date of such conveyance, mortgage, or lease. Such notice shall include, at a minimum, the Unit address and number, names of any mortgage holders and the effective date of the conveyance or lease.
- B. Owners (either prospective or present) must request, in writing, from the Property Manager, all documents required for a sales closing or conveyance. Such documents may include condominium questionnaires, certificates of insurance, and "paid in full" assessment letters. Such written requests are to be submitted to the Property Manager, accompanied by an *Administrative Charge of \$100.00*, no less than thirty (30) days prior to the effective date of the conveyance, mortgage closing, or lease. (The term mortgage extends to any form of refinance, home equity loans, etc.)

All requests for refinancing documents must likewise be in writing and accompanied by an *Administrative Charge of \$75.00*.

- C. Prior to either a Move In/Move Out of this subject Unit, arrangements are to be made with the Property Manager to provide the following:
  - 1. Placement and removal of elevator padding.
  - 2. Furnishing and retrieval of an elevator key.
  - 3. Re-programming of the Tele-entry system.
  - 4. Installation and/or removal on the building directory nameplate.

C-II. Each party to the change in occupancy will pay a non-refundable Move In/Move Out charge of \$100.00. Such charges will be paid in full at the time that required notice be given to the Property Manager.

C-III. In addition, each party, to a *Move In/Move Out* will pay a refundable Damage Deposit of \$250.00 prior to a change in occupancy. Upon completion of a Move In/Move Out, the Property Manager will inspect the common areas, both inside and outside the building affected by such move and will determine what, if any, damages or unreasonable soil has been resulted from the move. In the Property Manager's sole judgement, all or part of the "Damage Deposit" will be refunded within thirty (30) days of the Move In/Move Out date.

C-IV. In the case of a lease of a Unit, the Unit Owner will be responsible for payment of all the above listed charges and deposits.

D. The Unit Owner will be responsible for the actions of and for any damage or unreasonable soil caused by a moving company and their employees or any other persons involved in the Move In/Move Out. In the case of the leasing of a Unit, the Unit Owner assumes responsibility for the actions and any damage caused by the tenant or other occupant.

In no case will other residents in the building be precluded from the use of the elevator servicing their unit for unreasonable periods of time during the Move In/Move Out.

In this way, the Association will be able to absorb the cost of Condominium Unit ownership charges and maintains true and accurate records as to ownership or occupancy of all Condominium units at Coromandel.

## **VII. REMODELING OR CONSTRUCTION BY UNIT OWNERS**

Prior to commencement of any remodeling or construction, the unit owner must:

- (a) Advise the Property Manager in writing of the nature of the work to be done, the dates on which the work will be performed and the name and addresses of all contractors hired to perform work; and
- (b) Furnish the Property Manager with a certificate of insurance from each contractor hired to perform work, which said certificate must name Coromandel Condominium Association, its Board of Managers and the Property Manager as additional insured.

The Board of Managers may require further information from the unit owner concerning insurance on, and construction and engineering of each proposed remodeling or construction project.

## **VIII. PETS**

- A.** No animals shall be kept, bred, or maintained for any commercial purpose.
- B.** Any owner or harbinger of a dog or cat must register the dog or cat with the Property Manager. This registration will include the dog or cat's photo and owner's name, address, and phone number.
- C.** All pets must be leashed at all times while in building hallways, elevators, garage areas, or on any outdoor common property.
- D.** No pets may be left on common or limited common elements unattended at any time.
- E.** Pet owners walking their pets must have in their possession clean-up apparatus. Pet owners must clean up after pets immediately.
- F.** 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.
- G.** A unit owner is responsible for the pet(s) of anyone residing in the unit. The cost of repairing any damage caused by a pet shall be assessed to the responsible unit owner.
- H.** Pets harbored within a unit may not exceed thirty (30) pounds when fully grown; provided however, that any pet regularly kept by a unit owner in a unit prior to May 20, 1999, may continue to be kept by such unit owner in such unit.
- I.** No visiting dogs are permitted, except for Seeing Eye dogs or those allowed by special request to, and approved by, the Coromandel Condominium Board.
- J.** Any unit owner who has been found to be responsible for more than two (2) violations of these Rules relating to "pets" shall be deemed to have been liable for having a pet which caused or created a "nuisance or unreasonable disturbance" within the meaning of Sub Article VII, Section 3 (f) of the Declarations.

## **IX. BALCONIES AND PATIOS**

- A.** Balconies and Patios shall not be enclosed or altered in any way.
- B.** If use of a grill cover is utilized it must be securely fastened and black in color. Plastic is not permitted.
- C.** With the exception of grills, nothing else on the patio / balcony may be covered at any time.
- D.** Furniture must be maintained in an upright position consistent with its common everyday use.

- E. Any furniture, plants, grills or other items placed on the patio / balcony may not undermine the safety or aesthetics of the Coromandel Community.

## **X. GARBAGE REMOVAL**

All garbage is to be placed in sealed plastic bags, and if not too large, disposed of via the garbage chute. In buildings without chutes, sealed plastic bags must be taken down to the containers on the garage level. Large items such as packing boxes, etc., should be taken to the garage level and placed in the building's garbage container or on top of the alternative dumpster.

## **XI. SIGNS**

Signs offering a unit, other property, or service for sale or rent are not permitted. Open house signs are prohibited.

## **XII. STORAGE LOCKERS AND COMMON AREAS**

- A. Storage of combustible or flammable objects is strictly prohibited.
- B. No objects are permitted to be stored outside of the storage locker at any time.
- C. The Association Board of Managers, its agents or employees, will not be held responsible for loss or damage to any articles stored in locker rooms.
- D. No shoes, boots, boot trays, or foot wipe mats are to be kept in front of any unit door.
- E. 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 the common elements nightly.
- F. No awnings, sun-shades, canopies, trellises, shutters, radio or television antennas shall be affixed to or placed in, through or upon an exterior wall, door, window or roof, without prior written consent of the Board of Managers.
- G. No signs, notices, etc. will be allowed on the balcony, patio, window walls or the lawn.
- H. Bird feeders and wind chimes are prohibited.

## **XIII. SEASONAL DECORATIONS**

- A. 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.
- B. No seasonal decorations are permitted except for decorations, which can be placed on a unit's door, patio, or balcony. The Association shall charge any damage caused by the hanging of decorations to the unit owner.
- C. Decorations that create a fire or other safety hazard will not be permitted.

- D. Seasonal decorations shall be disposed of in a manner that does not create a nuisance in the common areas.

#### **XIV. LATE ASSESSMENT PAYMENT FEES**

Assessment Payments are due and payable the first day of each and every month. If the assessment is not received on or before the tenth (10<sup>th</sup>) of each and every month a late fee of \$50.00 will be charged for the first month late, \$75.00 for the consecutive second month late and \$100.00 for the third consecutive month late.

#### **XV. GRILLING REGULATIONS**

- A. A home fire extinguisher must be nearby to minimize any possible damage.
- B. Tanks for grills must be in compliance with current ordinances, including having safety valves, be filled only by properly licensed facilities or be returned to a reputable exchange location.
- C. Homeowners should test gas connections and valves for leaks. (A small amount of soapy water swabbed onto the valves and hoses will produce bubbles if a leak is present.) Never use a match or other flame to check for a leak.
- D. Tanks must not be stored in garage level lockers or inside the condominium.

#### **XVI. VEHICLES AND BICYCLES**

- A. All vehicles of owners or renters must be registered. The Property Manager will provide a sticker, which shall be placed in the lower left-hand corner of the front window.
- B. Parking spaces may only be rented to other residents of Coromandel.
- C. Speed limit on the ring road is 25 miles per hour. Speed limit inside garages is 5 miles per hour.
- D. Any vehicle moving within the garage must have its headlights on.
- E. Parking in the garage and designated parking areas is limited to private passenger vehicles; except for delivery, repair or service vehicles temporarily present. Private passenger vehicles include sport utility vehicles and mini vans, provided they do not display commercial signage and do not exceed full sized passenger sedans in length or width.
- F. Use of drives, driveways and parking areas for storage of motor vehicles is prohibited as is overnight parking in the clubhouse parking area. There shall be no

parking of motorcycles, motor scooters, motor homes, trailers, boats, or other watercraft, or trucks.

- G. No 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 limits of the underground parking facility, or within marked spaces in the parking lots, stall or in the driveways clear of driving aisles.
- H. Vehicles are restricted to the parking areas or driveways and garages of the Condominium Association. There shall be no parking or routes of passage across any other portion of the common elements including all turf areas, sidewalks, and fire lanes.
- I. Clean up of any leakage of auto fluid on to the garage floor is the joint responsibility of the vehicle owner and the owner of the parking space. If leaking occurs the vehicle owner and owner of the parking space shall immediately clean affected area. If leaked auto fluid is not cleaned promptly; the association may clean the affected area and bill the owner of the assigned parking space.
- J. Any vehicle that is parked, maintained, or stored in violation of this section is considered to be interfering with ingress to and egress from a unit for emergency purposes, or be interfering with ingress to and egress from a unit for the protection of health, safety, and comfort and welfare of the respective family residing therein, their respective guest, household help or other authorized individuals and such vehicle may be removed by the Board of Managers without notice and at the expense of the vehicle owner.
- K. The Board of Managers may remove any vehicle that is abandoned without notice to the owner of said vehicle and at the expense of the vehicle owner.
- L. The Board of Managers or its agent, when apprised of a possible violation of any of the above noted rules may investigate and determine whether a violation has occurred. If the Board of Managers determines that a violation has occurred, it may take any or all of the following actions:
  - 1. Identify or attempt to identify the vehicle owner and notify said owner of the violation.
  - 2. Identify the unit owner and/or resident whose vehicle is causing the violation or whom guest or invitee is causing the violation.
  - 3. Notify the village authorities, asking that they issue a citation and/or remove said vehicle.
- M. The Board of Managers is authorized to execute a contract with an appropriate company or individual to effectively remove vehicles pursuant to authorization under these rules and regulations.



- N. A vehicle entering the garage has the right of way. The vehicle that is leaving the garage is asked to make way so that the entering vehicle is not required to back up into traffic.
- O. Children may not use the garage as a playground.
- P. All bicycles must be kept in bicycle storage rooms or personal storage lockers. No bicycles are to be stored on balconies or elsewhere in the garage.

## **XVII. ENFORCEMENT**

### **(1.) OVERVIEW**

The following enforcement procedures and remedies supplement those remedies granted to the Board of Managers, the Condominium Association, and any Unit Owner under the Declaration and the Illinois Condominium Property Act.

Before a fine can be imposed for any violation of the Declaration or these Rules, the Unit Owner will be given notice of the alleged violation and an opportunity to be heard. The Unit Owner will be informed that he/she is entitled to a hearing before a fine can be imposed. If a hearing is requested, the Unit Owner will have an opportunity to confront his/her accuser(s) and may be represented by counsel.

### **(2.) Proceedings by the Board**

Management or any Resident having knowledge or information concerning any violation of the Declaration or the Rules may request that a violation proceeding be initiated.

#### **a. Written Complaint**

The complainant shall file a written complaint containing the following information:

- i. The names, address, and phone number of the complainant.
- ii. The name, unit number, or address of the Unit Owner or Resident who is alleged to have committed the violation.
- iii. The specific details or description of the violation, including the date, time, location, etc. of the violation;
- iv. The signature of the complainant; and
- v. The date on which the complaint is made.

#### **b. Procedures Upon Filing of a Written Complaint**

A written complaint under the preceding sanction shall be filed with the Board of Managers through the Property Manager. Thereafter, the Board of Managers or Property Manager shall notify the alleged violator in writing that such a complaint has been made, and shall upon request provide a copy of the complaint to the alleged violator. Such written notices may not be forthcoming if the defaulting Unit Owner has been given three (3) or more notices within the preceding twelve (12) months immediately preceding the first day of default.

If the alleged violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board of Managers may elect to forward the matter to the Condominium Association's attorney for appropriate action.

The Condominium Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Condominium Association in accordance with the provisions of the Declaration, By-Laws, and Rules.

**c. Request for Hearings; Hearing**

If any Unit Owner who is charge with a violation believes that no violation has occurred, he or she shall proceed as follows:

1. Within ten (10) business days after having been notified in writing that he or she has been accused of a violation, the Unit Owner must submit to the Property Manager a written request for a hearing concerning the violation. The Property Manager will forward the request to the Board of Managers.
2. Upon submission of such a request for hearing, a hearing will be held before a panel (hereinafter "Hearing Panel") duly authorized by the Board, and composed of Board Members or a committee duly authorized and appointed by the Board to hear such complaints. The Hearing Panel shall not include any persons presenting evidence in the hearing.
3. The hearing shall be conducted no later than six weeks after the Unit Owner or Resident has delivered her/his written request for such a hearing, unless the Board determines that good cause justifies a later hearing.
4. At any such hearing, the Hearing Panel shall hear and consider arguments, as well as evidence or statements regarding the alleged violation. Following the hearing and due consideration, the Hearing Panel shall issue a written recommendation to the Board of Managers regarding the alleged violation. The Hearing Panel's decision as to its recommendations shall be made by majority vote. Notification of the Hearing Panel's recommendation shall be made in writing.
5. The Board of Managers will receive the recommendation of the Hearing Panel, and, in its sole discretion, may hear arguments as to whether it should accept or reject such recommendation.
6. The Board of Managers will vote to accept or reject such recommendation and the decision of the Board will be final (subject to the following paragraph) and binding. Notification of the Board's decision shall be made in writing.
7. The Board of Managers may vacate, reverse or modify its decision on its own initiative or upon a showing by either party of newly discovered facts or arguments which could not reasonably have been presented before the Board of Managers reached its decision. Such requests by a party shall be made in reasonable time.

8. Payment of any fines, charges, costs or expenses made pursuant to the provisions of this section shall not become due and owing until the Board of Managers has rendered its decision.

If no request for a hearing is filed within ten (10) business days after the Unit Owner or Resident has received written notice of the complaint, the Unit Owner shall be deemed to have waived her/his right to a hearing and also shall be deemed to have admitted to the allegations in the written complaint. The Board of Managers may then determine the appropriate sanctions, if any, to be imposed.

The Board of Managers shall notify the Resident or Unit Owner in writing of its determination.

#### **d. Fines, Costs, and Expenses**

If a violation of the Declaration or Rules is found, the Board of Managers may, in its discretion, take some or all of the following steps or such other steps as may be authorized by the Declaration or these Rules:

- i. Assess against the Unit Owner a reasonable fine as well as any additional costs and expenses, including reasonable attorney's fees, incurred by the Condominium Association in connection with the enforcement process.
- ii. Require the Unit Owner to cease and desist from conduct deemed to be prohibited by the Declaration or Rules.
- iii. Require the Unit Owner to correct any damage or unauthorized condition of the property for which the Unit Owner has been found responsible, and/or to pay the costs of any repairs previously made.

Failure of a Unit Owner to pay any of the costs and expenses or other items provided above, or to perform any of the repairs or corrective work prescribed above, shall constitute a separate violation by the Unit Owner. After thirty (30) days without cure, the defaulting Unit Owner may be subject to any and all legal remedies at the Board's avail, including, without limitation, rights to immediate possession of the Unit, to proceed with judicial sale, or to place a beneficial lien against the owner.

### **3. Notices**

Notices are deemed served either:

- a. By personal delivery at the time of delivery, or
- b. By mail, in which case such service is deemed to have taken place three days after having been sent by first class and certified mail – return receipt

requested, postage pre-paid, to the Unit Owner or Resident at his or her Coromandel address or as he or she shall have previously directed in writing, provided that either the return receipt has been signed and returned, or the notice sent by first class mail has not been returned to the Condominium Association undelivered.