



COROMANDEL

Coromandel Umbrella Association Rules and Regulations

INTRODUCTION

We live in a community in which we benefit from shared ownership of beautiful property and recreational facilities. Such ownership necessarily requires guidelines, rules and regulations, which promote maximum safe enjoyment of our facilities.

The following rules and regulations governing the use of our facilities are intended to protect the health and safety of those who reside here as well as to comply with insurance requirements designed to protect the Association from liability exposure. They are, as well, intended to preserve the use of the facilities for the enjoyment of all Unit owners and their permitted guests and are based on common sense and courtesy to the persons who use the facilities.

These rules and regulations have been adopted pursuant to power granted to the Umbrella Board by Article VI of the Declaration. Please remember that the rules and regulations are subject to revision and amendment at any time. Any subsequent changes may or may not be retroactive, depending upon the decision of the Umbrella Board at the time of such change.

Moreover, the rules and regulations contained herein supplement but do not supersede The Declaration or The Illinois Condominium Property Act ("The Act"). The Declaration and The Act, as amended, take precedence over the rules and regulations.

Please remember that these rules and regulations govern all unit owners, residents, and their families and guests. The rules and regulations are in place for your safety and enjoyment. Your voluntary adherence will be appreciated by the entire community.

GENERAL RULES

- A. Each unit owner and bona fide tenant is responsible to assure that his/her guests comply with these rules and regulations.
- B. Fishing, boating, swimming and wading in, or ice skating on, the stream, lakes, and ponds is prohibited.
- C. Assessment payments are due and payable the first day of each and every month. If the assessment payment is not received on or before the tenth (10th) of each and every month, a late fee of twenty-five dollars (\$25.00) will be assessed.
- D. Proper operation of the association requires us to maintain crucial information concerning our residents. The Resident Information Form must be completed by each and every owner and tenant, when applicable. It is the owner/tenants responsibility to notify the management office in writing of changes. (EXHIBIT A).
- E. Pets
 - (1.) 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.
 - (2.) Any owner or harbinger of a dog or cat must register with the management office. The registration will include the dog or cat's photo and owner's name, address, and phone number. (EXHIBIT B)
 - (3.) All pets must be leashed at all times while outdoors or on any common property.
 - (4.) No pet may be left on common or limited common elements unattended at any time.
 - (5.) Pet owners walking their pets must have in their possession a cleanup apparatus. Pet owners must clean up after pets immediately and not allow pets to burn out or damage lawn.
 - (6.) 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.
 - (7.) A unit owner is responsible for the actions of the pet of anyone residing in, or visiting, his/her unit; the costs of repairing any damage caused by a pet shall be assessed to the unit owner responsible as a Common Expense.
 - (8.) Any unit owner observing a violation of these rules and regulations regarding pets is encouraged to request immediate compliance by the

alleged violator. If the violation is not corrected the enforcement procedures of these rules and regulations should be pursued.

SECTION ONE – CLUBHOUSE

Use of the clubhouse and its facilities by Unit Owners, occupants and their guests and invitees are subject to these rules.

- 1.1– Owners are responsible for all actions and violations of their occupants, guests and invitees.
- 1.2– The Board of Directors may revoke the privilege of using the Clubhouse and its facilities in addition to fines and other penalties.
- 1.3– Failure to pay assessments may also result in a denial of Clubhouse privileges.
- 1.4– Clubhouse hours of use will be 5:15 a.m. to 12:00 a.m. (Midnight) unless the Party Room is reserved. (See Party Room – Section Five, Hours and Rules).
- 1.5– At no time may guests use the clubhouse and recreational facilities (including indoor pool, outdoor pool, whirlpool, exercise room, sundeck, party room, tennis, basketball and volleyball courts) without being accompanied by and in the presence of their resident host.
- 1.6 Pursuant to Article III, Section 3.04 of the Amended and Restated Declarations of Easements, Restrictions, Covenants and By-Laws for the Coromandel Umbrella Association, if a Member either (1) leases his/her Dwelling Unit to a tenant or (2) has an occupancy arrangement whereby the Dwelling Unit is occupied by another/others while that Member is not using the Dwelling Unit as his/her bona fide primary residence, then, either such event, the Member shall have, by virtue thereof, automatically delegated all of his/her right to the enjoyment and use of the Community Area and Community Facilities to said tenant and/or other bona fide occupant(s) residing in the Dwelling Unit, as the cause may be, during the term of the lease or occupancy arrangement, except that the Member shall retain only the right of access to his/her Dwelling Unit. **Rule approve at November 18, 2014 Board Meeting.**
- 1.7- Reservation of the Party Room does not include the use of the pools, spa, or exercise room. Please refer to Section Five for rules regarding the Party Room.

SECTION TWO – POOLS (INDOOR AND OUTDOOR), WHIRLPOOL (SPA)

- 2.1 – Children under 17 years of age shall not be allowed in the pool area unless accompanied and supervised by an adult resident.
- 2.2 – Children under 12 years of age shall not be allowed in the spa unless accompanied and supervised by an adult resident.
- 2.3 – No children under 10 years of age are allowed in the spa at any time.
- 2.4 – No non-toilet-trained children are allowed in the pools or spa. No diapers or special garments made for non-toilet trained children are allowed.
- 2.5 – No pets are allowed in pool areas, outside decks, or Clubhouse at any time.
- 2.6 – Party room chairs may not be taken outside.

- 2.7 – Admission to the pool is forbidden to all person having any contagious disease, infectious conditions such as cold, fever, ringworm, foot infections, skin lesions, carbuncles, boils, inflamed eyes, ear discharge, or any other condition which have the appearance of being infectious. Person with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind may not be permitted in the pools or spa. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pools or spa.
- 2.8 – All persons are required to take a shower before entering the pools and spa.
- 2.9 – Spitting, spouting of water, blowing of nose or introducing contaminants into pools and spa are forbidden.

SECTION TWO – CONTINUED

- 2.10 – Glass, soap, or other material that might create hazardous conditions or interfere with efficient operation of pools or spa shall not be permitted in pools or spa.
- 2.11 – Apparel worn in pools and spa shall be clean and sanitary.
- 2.12 – No rafts or large pool toys are permitted in pool area. Noodles and personal –sized flotation devices are allowed.
- 2.13 – No diving, running, or boisterous play is permitted in pools, pool areas or spa.
- 2.14 – No Food, alcoholic beverages or glass shall be permitted in pools or spa.
- 2.15 – No electronics are permitted in or near pools and spa.
- 2.16 – Radios, tape players, etc. are permitted on outside decks and exercise room with headphones only, so as not to disturb others.
- 2.17 – Pool hours are 5:15 a.m. to midnight.
- 2.18 – No smoking is permitted in the pool and spa areas or anywhere in the Clubhouse.
- 2.19 – Use of the spa by persons with heart conditions or who are pregnant can be dangerous. Such people should exercise extreme caution when using the spa.
- 2.20 – In pool and spa areas, only water and non-alcoholic beverages are allowed and must be in plastic sports bottles or plastic cups.
- 2.21 – Pool chairs cannot be reserved or held for those not present in the pool area.
- ~~2.22 – On weekends and holidays, use of the outdoor pool and sundeck is restricted to bona fide residents between the hours of 10:00 a.m. and 2:00 p.m. At other hours, guests are welcome.~~ **Amended May 22, 2007 and removed.**
- 2.23 - No more than four (4) guests at any one time are allowed per dwelling unit unless prior permission has been granted by the Property Manager.

SECTION THREE – EXERCISE ROOM

- 3.1 – No person under 16 years of age is permitted to use equipment.
- 3.2 – No glass containers or alcoholic beverages are permitted.
- 3.3 – No smoking or food is permitted.

- 3.4 – Radios, tape players, etc. are permitted with headphones only.
- 3.5 – If others are waiting, maximum time on exercise equipment is 30 minutes.

SECTION FOUR – SUNDECK AREA

- 4.1 – No smoking is permitted on the sundeck area.
- 4.2 – No food, alcoholic beverages or glass are permitted on the sundeck.

SECTION FIVE – PARTY ROOM & POOL RESERVATION

- 5.1 – The party room is available for use by reservation. Reservations by owners for private parties must be made through the management office at any time, but no less than 48 hours in advance.
 - (a) Activity groups and committees sanctioned by the Coromandel Umbrella Association may reserve the Party Room; however, such reservations may be made no earlier than 90 days prior to the date sought to be reserved.
 - (b) Reservations will be taken on a first-come, first-served basis.
- 5.2 – At no time are the party attendees permitted to use the exercise room, outdoor pool, tennis court, basketball court, or volleyball court.
- 5.3 – Security deposits and user fees, then in effect, are required to reserve the Party Room.
- 5.4 – Use of the reserved Party Room is limited to the hours between 9:00 a.m. and 11:00 p.m. Sunday through Thursday, and 9:00 a.m. and 1:00 a.m. Fridays, Saturdays and Holidays.
- 5.5 – Use of the Party Room must not violate any Federal, State, or local laws or ordinances.
- 5.6 – Owners who reserve the Party Room must furnish a certificate of insurance and execute a User Agreement furnished by the management office. (EXHIBIT C)

SECTION SIX – TENNIS COURT

- 6.1 – To accommodate as many players as possible, sign-up sheets will be available at the tennis court. Reservations may not be made sooner than one day in advance. (Time will be scheduled in 30-minute segments on the hour and ½ hour.)
- 6.2 – 60 minutes will be allocated for singles play.
- 6.3 – 90 minutes will be allocated for doubles play.
- 6.4 – When the court has not been reserved, use will be on a first-come, first served basis. However, the 60-minute limit for singles play and the 90-minute limit for doubles will apply when other Coromandel residents wish to use the court.

SECTION SEVEN - VEHICLES AND PARKING

- 7.1 - Vehicles of owners or renters must be registered with the Association's Property Manager. Following the completion of a Coromandel Vehicle Registration Form, the Property Manager will provide a registration sticker for each vehicle, which shall be placed in the lower left-handed corner of the front window of that vehicle. (EXHIBIT D)
 - (1) Overnight parking is prohibited on Milford Road and Kelburn Road and the clubhouse parking lots.

SECTION 8 – HOMEOWNER / RESIDENT INSTALLED PLANTINGS

- 8.1 - Seasonal planting of flowers is permitted and encouraged. Flowers, either annual or perennial may be planted in existing beds. Such plantings do not require special permission. Artificial flowers are prohibited.
- 8.2 - Existing turf that is the property of the Coromandel Umbrella Association may not be cut into or removed.
- 8.3 - Mature plants are not to exceed four (4) feet in height.
- 8.4 - Maintenance of any Homeowner / Resident installed plants shall be the responsibility of said Homeowner / Resident. This shall include weeding and removal of all dead plant material, during, and at the end of the growing season.
- 8.5 - Plantings that spread into the surrounding turf are not permitted. Such plantings shall be removed at the Homeowner's expense, and the Homeowner shall be billed for any turf replacement resulting from such removal.
- 8.6 - If at any time plantings cause damage to common element property such as underground electric, cable, water lines or sprinkler heads, repair costs will be charged back to the Homeowner.
- 8.7 - Vegetable gardens are not permitted in the beds. However, patio plants in containers will be permitted.
- 8.8 - The Landscape Committee and the Umbrella Board must approve all requests for the Landscape alterations such as replacement or removal of bushes or trees
- 8.9 - Only the Landscape Company currently under contract with the Coromandel Umbrella Association shall be permitted to work on the property unless other approval has been granted by the Landscape Committee. Any request for professional landscaping assistance with the Homeowner / Resident plantings shall be made in writing to the Property Manager, with any such arrangements to be made at the Homeowners / Residents expense.

SECTION NINE - ENFORCEMENT

(1.) Overview

The following enforcement procedures and remedies supplement those remedies granted to the Board, the 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 the 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 name, 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 section shall be filed with the Board through the Property Manager. Thereafter, the Board 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 may elect to forward the matter to the Association's attorney for appropriate action.

The 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 Association in accordance with the provisions of the Declaration, By-Laws, and Rules.

c. Request for Hearing; Hearing

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

- i. 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.
- ii. 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.
- iii. The hearing shall be conducted no later than six weeks after the Unit Owner or Resident has delivered her/his written request for such hearing, unless the Board determines that good cause justifies a later hearing.
- iv. 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 regarding the alleged violation. The Hearing Panel's decision as to its recommendation shall be made by majority vote. Notification of the Hearing Panel's recommendation shall be made in writing.
- v. The Board 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.
- vi. The Board 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.
- vii. The Board 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 reached its decision. Such requests by a party shall be made within a reasonable time.

- viii. 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 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 may then determine the appropriate sanctions, if any, to be imposed.

The Board 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 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 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 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 Association undelivered.
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