

TANGLEWOOD
CONDOMINIUM
ASSOCIATION

RULES & REGULATIONS

Adopted _____

I. GENERAL RULES AND REGULATIONS

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

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 of Directors or its duly authorized agents following a written request by a Unit Owner.

A. CHILDREN

Children shall not play in the parking areas, on the bridge, around the pond or anywhere where they may endanger themselves or unnecessarily disturb other Homeowners. Any damage caused by children will be charged to the Resident in charge of said children.

B. PETS

The St. Charles Municipal Code, Chapter 6 "Animals" limits the number of pets to a total of three (3) per household. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purpose.

All dogs and cats must be kept on a leash at all times. Pets are not to be left unattended, staked or leashed to or on Common Property. Pets shall be controlled so as not to create a nuisance anywhere on the property. Pet owners are responsible for IMMEDIATELY removing and properly disposing of pet waste. Any owner that is found to be an irresponsible pet owner will be financially responsible for any and all repairs and replacements found to be necessary to restore landscaping. Owners in violation of the above will be fined in the amount of \$50 per occurrence.

C. SIGNS

No For Sale, For Rent signs, advertising or other display shall be maintained or permitted on any part of the property. Ground mounted open house signs will be allowed in front yards only on Sunday. No signs, balloons, flags, etc. are allowed in the front, back or sides of buildings. All signs are subject to approval by the Board.

Advertising signs for business or commercial activities are prohibited everywhere on the property.

I. GENERAL RULES AND REGULATIONS (continued)

D. GARAGE/HOUSE SALES

The community will have two garage/house sales per year: one in the spring and one in the fall. The dates will be posted in the newsletter no less than 30 days prior to the garage/house sale. Individual garage sales at any other time are prohibited.

E. GARBAGE AND TRASH

All containers must be labeled, otherwise, lost containers without addresses will be disposed of by the landscaping and snow removal staff. Unit Owners are requested to retrieve "hard" containers as soon as possible so they don't blow into the street. Sealed garbage containers/bags must be kept indoors at all times and should only be placed outside for collection by 6:00 A.M. on the days of pickup or, if necessary, after sunset the evening before. Garbage containers/bags may not be stored anywhere outside the building except on garbage days. Containers must be brought inside by dusk on the day of pick-up.

F. SEASONAL DECORATIONS

Seasonal decorations shall be allowed; however, such decorations shall not be installed earlier than one month before nor be removed more than one month after the holiday date. Decorations shall be allowed on a unit's door entrance and patio. No one is allowed on the roof except authorized contractors. No decorations are allowed on the roof or attached to the siding. Statues and lawn decorations must be approved by the Association's Board of Directors. All decorations must be placed in a manner that is not hazardous to other Homeowners or a safety hazard.

In no way shall any allowed decorations prevent ingress or egress to the Unit Owner. Further, it is the Board's desire to maintain uniformity and the aesthetic appearance of the complex, and, therefore, all decorations will be evaluated with these criteria in mind.

In the event there is any damage caused by any decorations (either through hanging, use, removal or otherwise), the Unit Owner shall be directly responsible for all costs incurred. The Association will contract the appropriate vendor to make all necessary repairs. The cost of such repair will be charged to the Unit Owner by the Association.

Any potential safety hazards (including, but not limited to, non-waterproofed electrical cords, the lack of necessary extension cords, etc.) are strictly prohibited.

G. STORM DOORS AND SCREEN DOORS

All storm doors and/or windows must be white in color and full view in style. If you have any questions, contact Customer Service.

I. GENERAL RULES AND REGULATIONS (continued)

H. ROOFS

To prevent potential damage, only authorized personnel are allowed on our roofs.

I. MAINTENANCE REQUESTS

All Maintenance requests shall be made IN WRITING to Customer Service. EMERGENCY calls can be placed to Customer Service 24 hours a day, seven (7) days a week.

J. PLANTINGS AND HANGINGS

Flower beds shall be limited to original non-sodded areas adjacent to the building but not around trees and bushes remote from the building. Plantings must be installed in such a way so as not to interfere with the functions or any maintenance equipment used for the grass or Common Property and should not hinder ingress to or egress from any unit. No plantings may be higher than 36 inches.

Vegetable or fruit plants are not permitted on Common Property.

Any plant material other than existing beds must be approved by the Board. Once approved changes have been made, the Association is no longer responsible for maintenance and replacement of that area. Any sod or other Common Property damaged by or removed by any person or pet on the property shall be replaced at the expense of the Unit Owner who is responsible.

Unit Owners shall be responsible for the care and maintenance of any plantings (i.e. flowers) they install. The landscaping contractor shall not be held responsible for any damage to bulbs, seeds or plants when turning the beds.

It is each homeowner's responsibility to water plants, shrubbery, and grass surrounding your home.

Plants or vines that cling or crawl or affix to any part of the unit building, including the garage, will not be allowed.

Potted plants must not obstruct walkways. Potted plants in back of the building must be on the patio slab or deck; however, nothing will be allowed on deck railings. Hanging plants cannot be attached to the siding.

Flags will be restricted to a pole mount with a bracket to the wood frame around the front door, post (on end units) or garage and must be a standard size of 3' by 5'. Flags will be allowed on national holidays only..

No bird feeders or bird baths will be allowed on any sodded areas.

I. GENERAL RULES AND REGULATIONS (continued)

Basketball hoops cannot be permanent, attached to the building or cemented into a unit's driveway or common area. They must be portable and brought in nightly.

K. GRILLS

Grills will only be allowed on patios or decks in back of units.

L. STRUCTURE IMPAIRMENT

Nothing shall be done in, on or to any part of the Common Property or Limited Common Property which would impair the structural integrity of any building or structure located on the Common Property or Limited Common Property. Attachment of any objects (including anything inserted into the siding) to the outside Common Property of the building is prohibited without written permission from the Board.

M. ALTERATIONS

No alterations of any kind may be made to the exterior portions of any building, including but not limited to roofs, siding, patios, driveways, garage doors and sidewalks without written permission of the Board.

N. ANTENNAS

No external antennas or satellite dishes will be allowed.

II. VEHICLE REGULATIONS

A. GENERAL RULES

Unit Owners are reminded to park their vehicle(s) in their garage space and to fully utilize the driveway area of their home. Parking "askew" in an attempt to better maneuver vehicles in and out of your driveway will not be permitted.

All vehicles are restricted to paved surfaces, including the streets, courts, driveways, and parking areas on the property. There shall be no parking or routes of passage across any portions of the property, including all lawn areas and sidewalks (City of St. Charles ordinance states that cars on driveways cannot block sidewalks or fire lanes between 7 A.M. and 10 P.M.). Vehicles shall not be parked, maintained, or stored in a manner which interferes with ingress to or egress from the garage drive area or another portion of the property.

ii. VEHICLE REGULATIONS

A. GENERAL RULES (continued)

Parking on the street is permitted for a maximum of 24 hours. You may not park within 20 feet of the intersection or within 15 feet of a fire hydrant. Vehicles may not park over the sidewalks, obstruct fire hydrants or obstruct the delivery or pickup of mail. The driver side of the car cannot be parked against the curb. If you have any questions, please contact the City of St. Charles Police Department at 377-4435.

Parking, maintenance or storage of non-permitted vehicles (i. e. trucks over 1 ton or having dual tires) on any portion of the property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.

B. VEHICLE RULES/TRAFFIC PARKING

1. At no time will inoperable vehicles (i. e. flat tires, general disrepair, etc.) be allowed in any exterior parking area.
2. Parking of any motorized vehicles is prohibited on grassy common areas or sidewalks.
3. Bicycles, wagons and other play equipment are not allowed on any common parking area.
4. Snowmobiles may not be operated anywhere on the property. Mini-bikes, mopeds and motorcycles shall not be operated on the property except for purpose of ingress and egress.
5. Repairs to vehicles are not permitted on the Common Property or Limited Common Property.
6. Homeowners are responsible for the parking of their vehicles and that of their guests.
7. Cars may not be stored in designated off-street parking areas for a period of more than 24 hours. If Unit Owners plans to be away in excess of those periods of time, arrangements should be made for storage of vehicles elsewhere.

III. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

- A. All Unit Owners who do not reside in a Unit Owned by them shall provide the Association with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner. 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 any such Unit Owner caused by any delays in receiving notice resulting therefrom.
- B. No Unit Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least one year. The lease must be sent to the Managing Agent and approved by the Board, unless the Board consents in writing to the contrary.
- C. Every lease shall be in writing and shall contain the following provision: "This lease is subject to compliance by the LESSOR and the LESSEE, with all the provisions of the declaration, By-Laws, and Rules and Regulations of Tanglewood Condominium Association."
- D. The Unit Owner shall be responsible for providing his or her tenants with the Declaration, By-Laws and Rules & Regulations. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner.
- E. All lessors shall file a copy of the lease for their units with the Association within seven (7) days of the beginning date of the lease. The lease shall be in conformity with the Declaration of Condominium Ownership, By-Laws and Rules and Regulations, as amended from time to time. Owners are responsible for acts of their tenants.
- F. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.
- G. If a tenant violates any provision of the Declarations, By-Laws, or Rules and Regulations, the Board at its discretion shall determine what actions or action should be taken against the Unit Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

III. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS
(continued)

- H. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner.

IV. UNIT SALES AND/OR RENTALS

- A. The Resident shall provide to the Association a formal written notice of intent to sell and the proposed date of closing. Included must be the name, address and phone number of the proposed new owner. This information shall be provided at least 30 days prior to closing, for a purpose of timely receipt of Townhome Assessment Letter.
- B. Parking or driving on lawns is strictly prohibited for move-ins, move-outs or deliveries.
- C. Any debris which remains after a moving procedure or delivery has been completed shall be removed and disposed of properly at the expense of the property owner.

V. ASSESSMENTS AND COLLECTIONS

- A. Please note that pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other moneys owed to the Association. These proceedings may result in the Resident's loss of possession of his/her unit.
- B. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.
- C. A late charge of \$10.00 will be assessed to payment received after the 15th of the month. A late charge is also applied to any outstanding balances.
- D. The Managing Agent shall automatically send a statement to any Unit Owner who is delinquent in any month.
- E. Any Unit Owner who is delinquent for more than 60 days will have their account turned over to the Association's attorney for collection proceedings.
- F. All attorney fees and costs incurred in the collection process will become the sole responsibility of the delinquent owner.

VI. COMMON AREAS

A. COMMON PROPERTY

1. Any activity which creates a nuisance, damages any Common Property or disrupts the peace is prohibited on any portion of the Common Property.
2. Unit Owners may not enclose any portion of the Common Property with a fence or other boundaries.
3. Unattended lawn furniture will not be allowed on the Common Property.
4. No noxious, unlawful or offensive activity shall be carried on in any unit or in the Common Property, nor shall anything be done therein, either willfully or negligently, which may be an annoyance to the other owners or occupants or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.
5. No clothes, sheets, blankets, laundry, window fans or air conditioners of any kind shall be displayed on any parts of the Common Property and Limited Common Property, including patios and windows. Townhome property shall be kept free and clear of all rubbish, debris, and other unsightly materials and no waste shall be permitted thereon.
6. No playground sets are allowed on the Common Property. All play equipment including bikes, swimming pools, toys, etc. are to be stored indoors nightly.

VII. VIOLATIONS AND FINES POLICY

- A. In accordance with Section 318.4 (e) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by a Homeowner, or Managing Agent representative.
- B. The person charged with the violation will be given written notice of the complaint, informing him of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, they will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at a regularly scheduled meeting.

VII. VIOLATIONS AND FINES POLICY (continued)

- C. If any Resident is found guilty of a violation, the Board will notify the guilty party in writing, and a fine may be charged to the account of that Homeowner of the unit in which the guilty party resides.
- D. There will be a Twenty-Five Dollars (\$25.00) fine for first violation, provided the owner has not been fined for the same violation within the past 12 months. The second violation the fine will be Fifty Dollars (\$50.00) and the third violation and subsequent violations will be Seventy-Five Dollars (\$75.00).
- E. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account to the offending owner at the time they are incurred.
- F. In the event any violation has resulted in damage to any property or has resulted in any damage or any unauthorized condition on the property, the Unit Owner will be given notice to correct the damage or architectural violation. If the damage or violation has not been corrected within ten (10) days or such other agreed upon time after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected and all costs incurred will be assessed back to the Unit Owner.

REGULATIONS

Chapter 6.12

REGULATIONS⁴

Sections:

6.12.010	Restraint of animals required.
6.12.015	Canine Unit Exemption from Restraint Requirement.
6.12.020	Impoundment of unrestrained animals authorized.
6.12.030	Staking out unattended animals.
6.12.040	Use of poisonous substances for disposal of animals.
6.12.050	Removal of excreta-Owner's responsibility.
6.12.060	Nuisances.
6.12.070	Dead animals deemed nuisances when.
6.12.080	Animals prohibited in city.
6.12.090	Selling rabbits or fowl as novelties prohibited.
6.12.100	Using animals for prizes or attracting trade prohibited.
6.12.110	Cruelty.
6.12.120	Animals prohibited on school premises and city playgrounds.
6.12.130	Dangerous and vicious animals - Restraint required.
6.12.140	Dangerous and vicious animals - Impoundment and disposal.
6.12.150	Animals prohibited in public buildings and stores.
6.12.160	Limit of number of dogs and cats per household.

6.12.010 Restraint of animals required.

Each owner of any animal shall keep such animal exclusively on such owner's premises, except that any such animal may be off the premises if restrained by a substantial leash or chain or other appropriate instrument or physical device and under the direct supervision and immediate control of a competent person. (Ord. 1977-M-11 (part): prior code § 20.23.)

6.12.015 Canine unit exemption from restraint requirement.

Trained police dogs utilized by an official law enforcement agency and assigned to a sworn peace officer as part of a canine team/unit shall be exempt from all provisions of Section 6.12.010, "Restraint of animals required". (Ord. 1994-M-49 § 1.)

6.12.020 Impoundment of unrestrained animals authorized.

It shall be the duty of the animal control officer to take up, if possible and impound any animal not under restraint as prescribed in Section 6.12.010. Any animal so taken up and impounded shall be considered as a stray on records of the city. (Ord. 1977-M-11 (part): prior code § 20.24.)

6.12.030 Staking out unattended animals.

No owner shall stake out unattended, or leave unrestrained outside and unattended, any bitch in season, i.e., while she is in heat, or to stake out any animal, male or female, in such manner that said animal may be or go beyond the owner's lot or land. (Ord. 1977-M-11 (part): prior code § 20.25.)

6.12.040 Use of poisonous substances for disposal of animals.

No person shall place, leave or expose in any place accessible to domestic or wild animals, with the intent to kill or harm such animals, any poisonous substance or ingredient or any edible or other ingredient which has been treated with any poisonous substance or ingredient unless same has been approved by the city sanitarian as proper for pest control and safe for all animals other than the pest(s) to be controlled, or unless the same shall be utilized for the humane disposal of animals by owners or their agents. (Ord. 1978-M-33 § 1: Ord. 1977-M-11 (part): prior code § 20.36.)

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6.12.050 Removal of excreta - Owner's responsibility.

No owner shall fail to remove excrement deposited by his pet upon the public ways or within the public places of the city or upon the premises of any person other than the owner's without that person's consent. This section shall not apply to a blind person while walking his or her guide dog. (Ord. 1977-M-11 (part): prior code § 20.37.)

6.12.060 Nuisances.

An animal shall be classed as a nuisance, and its owner held in violation of this title, when such animal shall commit and repeat any of the following acts:

- A. Molesting persons or moving vehicles by chasing or barking or otherwise encumbering them;
- B. Attacking other animals that are being maintained in a lawful and otherwise proper way on the premises of their owner(s) or that are in the ordinance-prescribed control of their owners away from their home premises;
- C. Damaging property other than that of the owner;
- D. Barking, whining, howling or otherwise emitting loud noises excessively for an extended and uninterrupted period while on the property of the owner or within the confines of the owner's residence or other enclosed building on the owner's property;
- E. Creating noxious or offensive odors.

(Ord. 1979-M-48 § 1; Ord. 1977-M-11 (part): prior code § 20.38.)

6.12.070 Dead animals deemed nuisances when.

It also shall be classed as a nuisance for any person to leave in or throw into any public way, public place or public water or to bury within the city the body or any part thereof of any dead or fatally sick or injured animal, or to display the unpreserved body or any unpreserved part of the dead animal in a place where it may be dangerous to the life or detrimental to the health of any animal or person. (Ord. 1977-M-11 (part): prior code § 20.39.)

6.12.080 Animals prohibited in the city.

It is unlawful to keep any pigs, swine, sheep, cattle, goats, or similar animals, or any naturally wild animals other than birds and fish within the city unless allowed by the zoning ordinance of the city, unless same shall be properly and safely confined in zoological parks, performing animal exhibitions, educational institutions, veterinary hospitals, or animal shelters licensed under the Animal Welfare Act of the State. (Ord. 1977-M-11 (part): prior code § 20.40.)

6.12.090 Selling rabbits or fowl as novelties prohibited.

No person shall sell, offer for sale or give away as a pet any rabbit or fowl that has been dyed, colored or otherwise treated to impart an artificial color thereto. Baby chicks, ducklings, goslings and turtles shall not be sold, offered for sale, bartered or given away as pets or novelties. (Ord. 1977-M-11 (part): prior code § 20.41.)

6.12.100 Using animals for prizes or attracting trade prohibited.

No person shall give away any animal, as defined in Section 6.04.020, as a prize or as an inducement to enter any competition or contest or place of amusement, or offer such as an incentive to any business agreement for the purpose of attracting trade. (Ord. 1977-M-11 (part): prior code § 20.42.)

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6.12.110 Cruelty.

No person shall do any of the following:

- A. Beat, torture, torment, bait or incite toward fighting, mutilate or cruelly kill any animal, or cause or knowingly allow the same to be done;
- B. Unnecessarily fail to provide any animal in his charge or custody with proper food, water, air and sanitary shelter, such shelter to be sufficient to provide natural light or artificial illumination during reasonable hours, protection from drafts, reasonable safeguards against chilling and overheating caused by temperatures extremes, and space within that is sufficient for the animal to stand in an upright position and lie down stretched out so that no part of its body need touch the top or sides of the shelter structure;
- C. Cruelly force any animal into undue physical exertion;
- D. Carry, keep, drive, or cause to be carried, driven or kept, any animal in a cruel manner;
- E. Leave for any length of time any animal unattended in a motor vehicle and/or trailer when the outside temperature is such that the animal may suffer from excessive heat, cold, or physical stress;
- F. Have, keep or harbor any animal that is infected with any disease transmissible to other animals or human beings, or that is afflicted with any painful disease or injury, including severe parasitism, unless such animal shall be under the care of a licensed veterinarian;
- G. Abandon any animal on any public way or in any place where it may suffer or become a public charge.

(Ord. 1977-M-11 (part): prior code § 20.43.)

6.12.120 Animals prohibited on school premises and city playgrounds.

It is unlawful for any animal, even though on leash, to go or be upon any school premises or city maintained, park district maintained, or school maintained premises, or upon a path or sidewalk extending through or within any school premises or city maintained playground; except, that this provision shall not apply to dogs leading blind persons, to animal exhibits or demonstrations or to animal training classes staged as part of an officially sanctioned program of any school or playground, or to animals utilized by law enforcement agencies. (Ord. 1977-M-11 (part): prior code § 20.45.)

6.12.130 Dangerous and vicious animals - Restraint required.

- A. No owner shall permit any dangerous or vicious animal to be in any public way or other public place within the city or upon the private premises of any person other than the owner of such animal, unless said animal is securely muzzled and closely restrained or caged.
- B. Vicious animals on the premises of the owner shall be restrained so that they cannot attack persons lawfully on the premises, and the premises shall be so maintained that children cannot gain access thereto.

(Ord. 1977-M-11 (part): prior code § 20.46.)

6.12.140 Dangerous and vicious animal - Impoundment and disposal.

- A. Any animal found in violation of any of the provisions of Section 6.12.130 shall be impounded in the animal control center at its owner's expense and not released before its future maintenance is ruled upon by a court of law.
- B. If any dangerous or vicious animal cannot be taken safely and impounded when necessary for the protection of any person or property, such animal may be slain, by the most humane method available at the site of trouble, by a police officer or other person

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authorized by the city; provided, however, that in all cases where an animal to be slain is known or suspected to have bitten any person, no injury shall be done to its head, and it shall be the duty of the person euthanizing it to deliver or cause to have delivered the carcass immediately to any place designated by the animal control section for the purpose of rabies examination as prescribed by law.

- C. If any warmblooded animal bites a person and subsequently expires, the bite shall be reported and the carcass delivered immediately to the animal control section or to any place designated by the animal control section for the purpose of rabies examination as prescribed by law.

(Ord. 1977-M-11 (part): prior code § 20.47.)

6.12.150 Animals prohibited in public buildings and stores.

It is unlawful for any animal, even though on a leash, to be in or enter any public building, food establishment, or any store except a store for the sale of animals, anywhere within the city during the time that any of said places are open for use by the public. (Ord. 1977-M-11 (part): prior code § 20.51.)

6.12.160 Limit of number of dogs and cats per household.

No person shall possess more than a total of three dogs and/or cats in any household, apartment or other dwelling unit within the city. Any dwelling unit containing more than a total of three dogs and/or cats is hereby deemed a nuisance, and any person who violates this ordinance shall be subject to the enforcement provisions under this title. (Ord. 1989-M-75 § 1.)

STOPPING, STANDING AND PARKING

H. **Parking on the Tree Bank:** No person shall cause, permit or allow a vehicle to be parked on the tree bank, which is the area between the right-of-way line and the curb of the street unless such area shall have been paved and approved by the Director of Public Works of the city of St. Charles, or his designee, or unless the Director of Public Works, or his designee, has declared a snowstorm emergency and then only during the time of such snowstorm emergency remains in effect.
(Ord. 1999-M-95 § 1; Ord. 1997-M-61 § 1; Ord. 1990-M-68 § 1;

10.40.030 Emergency regulations - Authority

- A. The Chief of Police shall make and enforce temporary regulations to cover emergencies as public safety or convenience may require relating to the movement, parking, or standing of vehicles. No such temporary regulations shall remain in effect beyond the next regularly scheduled city council meeting after the adoption of such regulation.
- B. The Director of Public Works is authorized and directed to cause appropriate signs to be erected and maintained in those areas designated by the Chief of Police pursuant to Subsection A above.

10.40.035 Compromise of claims of Sections 10.40.020 and 10.40.030

Any person accused of a violation of Section 10.40.020 or 10.40.030 may settle and compromise the claim against him or her for such illegal parking by paying to the city the sum of five dollars. If the claim is not settled within 14 days after ticketing, such person shall have an additional 14 days to settle the claim but at fifteen dollars. If the claim is not settled within the 28-day period, the Police Department shall initiate the appropriate legal action against the alleged violator. The payment may be made at the Municipal Center of the city located at 2 East Main Street, St. Charles, Illinois, 60174. Such payments received shall be promptly turned over and credited to the appropriate fund. This section shall not apply to persons parking a vehicle so as to obstruct the entrance or exit of any place where Police or Fire Department apparatus, or other emergency equipment, is kept or housed, or so as to block an emergency entrance to a hospital; nor shall this section apply to any person charged with parking a vehicle so as to entirely obstruct traffic in any street or alley; or parking in such a way as to reduce traffic on an arterial street to one-way traffic only; nor shall it apply to any person charged with double parking or parking in a tow-away zone; nor shall it apply to any person who refuses to move a vehicle illegally parked at the request of any member of the Police Department.

10.40.040 No-parking places designated - Prohibited parking.

It is unlawful at any time to cause, allow or permit any vehicle to stop, stand, or park in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device:

- A. In any intersection,
- B. In a crosswalk,
- C. Upon any bridge or viaduct, or in any subway or tunnel or the approach thereto,
- D. Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone,
- E. Within thirty feet of a traffic signal, beacon, or sign on the approaching side,
- F. Within twenty feet of any intersection or crosswalk, (Ord. 1984-M-80)
- G. At any place where the standing of a vehicle will reduce the usable width of the roadway for moving traffic to less than eighteen feet,

STOPPING, STANDING AND PARKING

- H. Within fifteen feet of a fire hydrant.
- I. At any place where the vehicle would block the use of a driveway.
- J. Within fifty feet of the nearest rail of a railroad grade crossing.
- K. 1) Within twenty-five (25) feet of the entrance of the Fire Department Station on the west side of North 1st Avenue and seventy-five (75) feet of the entrance of the Fire Department Station on the east side of North 1st Avenue.
2) Within ninety (90) feet of the entrance of the Fire Department Station on Production Drive on both sides of the roadway.
(Ord. 1999-M-69 § 1; Ord. 1999-M-55 § 1.)
- L. On a sidewalk, except between the hours of 10:00 p.m. and 7:00 a.m. when vehicles may be parked in residentially zoned districts on that portion of the sidewalk which connects the driveway and the driveway apron. (Ord. 1986-M-61 § 1.)
- M. At any place where official signs prohibit parking.
- N. Within twenty feet of a crosswalk at an intersection without traffic on the approach leg and within twenty feet of the far right signal on the exit of an intersection with traffic control.
- O. In a lane of traffic (double parking).
- P. At the parking area of the Riverside Lift Station which is located on the west side of Illinois Route 25 south of the Prairie Street Bridge and further described as follows:
the northerly side of the lift station to a line 132 feet southerly of and parallel with the southerly side of the lift station. However, such limitation on parking shall not apply to vehicles owned by the city of St. Charles. This sign designating no parking at that facility shall state, "No Parking except for city-owned vehicles."
(Ord. 1995-M-43 § 1.)
- Q. At any place where street cleaning signs have been erected at the direction of the Chief of Police or his designee.
- R. No parking is allowed in any area shown in Exhibits NP-A-13 through NP-A-16, NP-A-21 through NP-A-36, NP-A-DU-30, and special notes in Exhibits NP-B and NP-C. The clarification notes set forth in Exhibit NP-D are intended to give greater detail to the areas shown in Exhibits NP-A-13 through NP-A-16, NP-A-21 through NP-A-36, NP-A-DU-30 and NP-A-CA25, NP-A-CA36.
(Ord. 1996-M-43 § 1; Ord. 1996-M-21 § 1; Ord. 1995-M-43 § 1.)
- S. Upon any street for the purpose of displaying the vehicle for sale, or for the purpose of selling merchandise from the vehicle.

10.40.042 No-parking places designated - Bus loading zones.

It is unlawful for the operator or owner of any vehicle at any time to cause, allow, or permit any vehicle to stop, stand or park in any of the following places, which shall be designated as bus loading zones, on school days between the hours of 7 a.m. and 4 p.m., except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device:

- A. On the northerly side of Indiana Avenue from a point seventy-five feet easterly of the easterly right-of-way line of South Sixth Avenue to a point two hundred fifty feet easterly of the easterly right-of-way line of South Sixth Avenue.
- B. On the easterly side of south Twelfth Street from a point seventy-five feet northerly of the northerly right-of-way line of Oak Street to a point three hundred fifteen feet northerly of the northerly right-of-way line of Oak Street.

Tanglewood Homeowner

Any complaints, problems, suggestions and/or questions regarding the Common Property should be referred to our office, Lieberman Management Services, Inc., for handling.

Management Agent:

LIEBERMAN MANAGEMENT SERVICES, INC.
355 W. Dundee, Suite 110
Dundee, IL 60089

Office Hours:

Monday - Friday, 9:00 a.m. - 5:00 p.m.

Telephone:

(847)459-0000

Emergency:

(847)459-0000

Very truly yours,

LIEBERMAN MANAGEMENT SERVICES, INC.

TANGLEWOOD

THE TOWNHOMES OF TANGLEWOOD CONDOMINIUM ASSOCIATION ALTERATIONS & ADDITIONS APPLICATION

Homeowner: _____ Date: _____

Address: _____ Phone: _____

Description of Improvement: _____

Dimensions: _____

Manufacturer: _____ Approximate Cost: _____

A sketch and/or photograph of all improvements must be attached to the application to show location and dimensions relative to existing structures.

As of the approval date of this alteration, I accept full responsibility for the altered area and to maintain it in a safe and presentable condition. Any alteration(s) must be provided as a full disclosure on contract of sale.

Signature _____ Date _____

FOR INTERNAL USE ONLY*****

Date Received: _____ By: _____

Approved On: _____ By: _____

Reason For Disapproval: _____

Final Inspection By: _____ Date _____

Copy to Homeowner: _____

Original to File: _____



L M S
LIEBERMAN MANAGEMENT SERVICES, INC.

TANGLEWOOD CONDOMINIUM ASSOCIATION SATELITE DISH GUIDELINES

The Tanglewood Codominium Association requires all homeowners of mini-satelite dish installations to meet the following criteria:

1. No satellite dish larger than 18" in diameter will be permitted.
2. The contractor must provide a current certificate of insurance indicating general liability and workers compensation coverage and naming Tanglewood Condominium Association and Lieberman Management Services, Inc. as additional insureds.
3. The homeowner is responsible for all damage caused by the satellite dish installation. All damage caused by the satellite system installation shall be repaired by the Association and charged back to the current homeowner. After installation, the homeowner becomes responsible for all maintenance and upkeep. Satellite dish must be kept in good condition and must be maintained, if necessary, on an as needed basis.
4. If the satellite dish equipment is transferred to a purchaser upon sale of the unit, the original owner will be responsible to inform the purchaser of the guidelines regarding satellite dishes. If the new owner does not want the satellite dish, it will be the responsibility of the seller to restore the area to its original condition. If the new owner wants the satellite dish, then all responsibilities listed will become the purchaser's responsibility.
5. If a tenant is to install a dish, the tenant must obtain written permission from the owner. The owner will be liable for all repairs necessitated by removal of the dish at the termination of the lease.
6. All wiring and cabling shall be within the residence, no outside wiring will be permitted.
7. If satellite dish location or installation creates a situation that endangers the safety and welfare of the public or limits access, the Association shall have the right to remove the satellite dish without notice.
8. The unit owner must obtain all necessary permits required by the local building authorities and adhere to all local building codes.

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Satellite Dish Guideline
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9. Installation of a satellite dish must have the approval of the Board of Directors, not to be unreasonably withheld. All requirements of the Board of Directors must be met before installation. Satellite dishes may be installed only on Limited Common Elements such as patios and decks. Satellite dishes cannot be installed on the roofs or exterior walls of buildings. Mounting materials may be attached to the inside of the deck railing only. Dishes may be mounted on the horizontal wood trim boards inside the boundaries of the patio or deck.
10. Prior to installation, the homeowner must present to the Board the following information:
- a) A completed Alterations and Additions Application. Must include drawing showing exact location of proposed installation, including location of surrounding units and decks. Must include all materials for installation.
 - b) Name, address and phone number of installer and sales agent.
 - c) Manufactures' specification sheet with picture, dimensions and weights, including the satellite system to be used.
 - d) Original Certificate of Insurance from the installer.
 - e) Management must be notified of installation date.
11. Should the satellite service agreement (monthly service) be terminated for any reason, the satellite dish must be removed. As with the installation, the homeowner bears the responsibility for removal and any damages incurred.
12. Failure by the homeowner to comply with any and all of these guidelines may cause the homeowner to be in violation of the Rules and Regulations of the Tanglewood Condominium Association.