

**Rules and Regulations
of the**



**Townhome Association
of Sarah's Glen, Inc.**

INTRODUCTION

This manual is intended to summarize the rules and laws that Homeowners of Sarah's Glen and Sarah's Glen Townhome Association, Inc. are governed by. This information is intended to comply with the Declaration of Easements, Restrictions and Covenants for Townhomes of Sarah's Glen and the By-Laws, the Illinois Condominium Property Act *, the Illinois Not for Profit Corporation Act, and the laws and ordinances of Lake County and the Village of Vernon Hills. In some cases the By-Laws are not definitive and these Rules and Regulations have been expanded within the authority of these Acts.

Homeowners are subject to these rules. We request everyone observe their neighbor's property rights and do their best to maintain and not detract from or damage the common areas. We may have differences of opinion, but also have many common interests. Let us all work together to maintain and improve our attractive community so we can enjoy it while our properties continue to increase in value.

The Board of Directors has responsibility for the maintenance of common areas of the subdivision and some limited building elements. They have a fiduciary responsibility to act in the best interests of the majority of the Homeowners and are pledged to do that to the best of their ability.

A hired Management Company handles the day-to-day business of the Association and oversees maintenance and services contracted and paid for by the Association. Homeowners are urged to review their copies of this manual, the Declaration and By-Laws for additional information. Each new Homeowner shall be provided a copy of this manual, and the Declaration and By-Laws by the previous owner. Replacement copies can be obtained from the Management Company for a fee.

The Association believes that most Homeowners will observe the Rules and Regulations, but occasionally there may be violations. Any resident observing a violation is encouraged to discuss the situation in a friendly manner with the person(s) involved. Some residents may not be totally aware of Village Ordinances or these Rules and Regulations. Repeated Ordinance violations should be reported to the Vernon Hills Police Department and others to the Management Company.

Anyone having questions or complaints should call, e-mail or write to the Management Agent, or attend a Board meeting.

The Board of Directors
Sarah's Glen Townhome Association, Inc.

*Sarah's Glen is not a condominium, but some sections of the Illinois Condominium Property Act apply to the Association.

GENERAL INFORMATION

Board of Directors

The Board of Directors is comprised of three (3) Homeowners who are elected by the Homeowners. The Board elects its officers.

Annual Meeting

The Association's Annual Meeting for elections is held in January. All Homeowners who are current with their assessments and are citizens of the United States can serve on the Board. Each Director shall serve a two-year term. The terms shall be staggered with one Director elected in even numbered years and two Directors elected in odd numbered years.

Board Meetings

The Board of Directors has an open meeting each quarter unless notified otherwise. The time and location of the monthly meetings is indicated on the monthly assessment statement and by a special meeting notice mailed to each Homeowner by the Management Agent. The Board Secretary keeps minutes at all Board meetings. The minutes are open for all Association members to review and are available from the Management Agent.

Architectural/Landscape Committee

The Board of Directors appoints committee Members. The committee's main duties are to review architectural/landscape change requests from Homeowners and recommend improvements to and maintenance of the Common areas. All Homeowners who are current with their assessments are eligible to apply for committee membership.

Management Agent

The Agent reports to the Board of Directors and handles the day-to-day affairs of the Association. The Agent's duties are:

- Assist in the selection of contractors
- Handle Homeowner correspondence and complaints
- Weekly on site inspections
- Enforcement of the rules and regulations
- Accounting and record keeping of assessment payments. Assessment statements shall be sent out by the 15th of the month prior to the month due.
- Investment of funds
- Liaison with the Association's attorney
- Attends Association meetings to report on the current status and condition of the Association's business.

The Agent should be contacted by phone or in writing if a Homeowner has a problem, question or complaint with regard to any of the above noted areas. Anyone registering a complaint shall give his or her name and address for any complaint to be acted upon. The Board of Directors is informed of all such contact. Decisions are made in a timely manner and the best course of action is decided. Emergencies are handled as quickly as possible. Contact can be made twenty-four hours a day if necessary.

ASSESSMENTS

The Assessment fee is a part of every Homeowner's investment and is necessary to properly maintain the common and other elements of the subdivision that the Townhome Association is responsible for. All Assessment amounts collected are directly applied to the operating expenses and reserve requirements of the Association.

Monthly statements are mailed to each Homeowner and full payment is due on the first of each month. Statements show the regular fees, and any fines or special assessments. Checks should be made payable to Sarah's Glen Townhome Association, Inc. Homeowners will be assessed an administrative charge and all costs incurred for checks returned because of insufficient funds.

If a payment is received after the tenth (10th) of the month the late fees will begin accruing with interest until all charges have been paid in full.

LEGAL ACTION WILL BEGIN AGAINST ANY HOMEOWNER THAT IS TWO MONTHS OR MORE IN ARREARS. If a Homeowner has a special problem, they should CALL THE MANAGEMENT COMPANY to make payment arrangements. In the absence of notice from the Homeowner, legal action will begin with a letter from the Association's attorney stipulating the terms and time period necessary for payment to be made. ALL COLLECTION COSTS WILL BE ADDED TO THE HOMEOWNER'S ACCOUNT.

The Association and its Board of Directors has statutory legal authority to levee fines, fees and place a lien against any Homeowner's property until all costs have been collected. Any Homeowner who refuses to pay assessments, fines or fees may be evicted and their home sold or rented until all costs have been paid to the Association.

Any actions taken by the Association for collection of assessments, fees and fines are provided for in the Illinois Condominium Property Act, or the Illinois Not for Profit Corporation Act or the Association's Articles of Declaration and By-Laws.

GENERAL ENFORCEMENT POLICIES

Homeowners are responsible for their actions as well as those of their relatives, guests, tenants and pets. If a Homeowner, family member, guest or tenant violates or is otherwise liable for a violation of any of the provisions of the Declaration, By Laws or Rules and Regulations of the Association, the following shall occur:

FIRST NOTICE OF VIOLATIONS: Homeowner will be notified in writing of any violation. The notice will outline the infraction, the necessary remedy and the consequences of repeating the violation (see exhibit __).

SECOND NOTICE OF THE SAME VIOLATION: Homeowner will be charged a \$75.00 fine.

THIRD NOTICE OF THE SAME VIOLATION: Homeowner will be charged a \$100.00 fine.

FORTH NOTICE OF THE SAME VIOLATION: Homeowner will be charged a \$125.00 fine.

FIFTH NOTICE OF THE SAME VIOLATION: Uncorrected violations will be turned over to the Association's Attorney for the appropriate legal action. All Association costs and fees, including attorney fees will be charged to the Homeowner.

Fines will be due with the next monthly assessment after a notice is given.

REMEDIES

A Homeowner feeling they have been wrongfully charged with a violation may proceed as follows:

- Within ten (10) days after notifications, on any notice before the fifth one, the Homeowner may submit a written protest to the Board, in care of the Management Agent. The protest shall state why they believe a violation has not been committed. The Board of Directors will hold a hearing no later than four (4) weeks after the protest is received. No protests shall be allowed after the fifth notice.
- At the hearing, the Board shall hear and consider any arguments or evidence regarding the alleged violations(s). The decision of the Board shall be final and binding.
- Fines charged under this policy while under formal protest, shall not become due until the Board has made its decision.
- IF no protest is filed, the notice of violation shall be considered accurate.

HOMEOWNER MAINTENANCE RESPONSIBILITIES

Repair, replacement, maintenance or cleaning of:

1. The interior of the Townhome, including but **not** limited to; walls, floors, ceilings, appliances, HVAC systems, garage door mechanisms, wiring of all kinds.
2. Decks, patios, exterior air conditioning units and lines.
3. All entry doors, windows, building bricks, screens, storm doors, patio doors and garage doors.
4. All Townhome exterior light fixtures and bulbs
5. Sewer and water lines that originate in the Townhome and serve the Townhome exclusively.
6. Interior extermination of pests and pest control.
7. Extermination of bees, wasps and other pests on the Townhome exterior and deck.
8. Watering of Plants, shrubs, trees and grass located on or around the Owner's Townhome.
9. Garage door mechanisms such as the tracking system, springs, etc. and the garage door openers.

ASSOCIATION MAINTENANCE RESPONSIBILITY

The Association shall maintain the following:

1. Common areas and common area landscaping EXCEPT for damage caused by Homeowners, their family, guests or pets. Damage caused by a Homeowner, their family, guests or pets shall be repaired and the cost shall be billed to the Homeowner with the next monthly assessment.
2. The retention pond and fountains
3. All pavement, sidewalks and driveways. The main streets and street lighting are public property and any required maintenance other than snow removal shall be by the Village of Vernon Hills.
4. Development entry monument sign.
5. Exterior wood trim and soffits, painting or staining, tuck pointing and roofing. Specifically EXCLUDED are windows, doors, decks, patios, building light fixtures and bulbs.
6. Snow removal from the parking areas, driveways, sidewalks and subdivision streets. The Village of Vernon Hills reimburses the Association for snow removal from the public streets on an annual basis and at the Village's cost rate. All vehicles shall be removed from driveways and parking areas at the start of snow removal when there is a snow accumulation of 2 inches or more. The Association shall **not** be responsible for snow removal from a driveway if vehicles are parked there.

LEASES/TENANTS/OFF SITE HOMEOWNERS

Homeowners may rent or lease their Townhomes but they shall remain responsible for their Townhome the same as if they were living in it. Homeowners shall be responsible for the actions of their tenants with respect to this community.

1. Regular monthly assessments shall be billed to the Homeowner. Any fines resulting from the actions of a tenant, tenant's family, guests, or pets shall be billed to the Homeowner.
2. Every lease/rental agreement shall be in writing and include notice that the tenant is subject to the Declaration, By-Laws and Rules and Regulations of the Association including fines for violations. The Homeowner shall give a copy of the lease to the Board or Managing Agent **prior** to occupancy by the tenant.
3. The Homeowner shall be responsible for providing tenants with copies of the Declaration, By-Laws and Rules and Regulations of the Association and shall notify the Managing Agent in writing that this has been done no later than occupancy by the tenant.
4. The Homeowner shall remain responsible for maintenance of the Townhome, and shall be liable for any damage to the Townhome or common areas caused by the tenant or tenant's, family guests or pets. If a tenant repeatedly violates the rules of the Association, the Board at its discretion may require the owner to terminate the lease without penalty to the Association.
5. Off site Homeowners shall provide the Association and Managing Agent with their permanent home and work addresses and telephone numbers.
6. A rental Townhome shall only be used as a single-family dwelling and for no other purpose. Boarding, room renting, or renting for transient or commercial purposes are PROHIBITED.

OCCUPANCY AND USE OF COMMON AREAS

Article IV, of the Declaration of Easements, Restrictions and Covenants for the Townhomes of Sarah's Glen states that all Townhomes and common area shall only be used for housing, parking and related purposes that the property was designed for. Each Townhome shall be used as a single-family residence and for no other purpose.

Outdoor Activities

Please be courteous to your neighbors and remember the close proximity in which we all reside. The Village of Vernon Hills noise Ordinance states that there can be no noise from radios speakers or other outdoor activities between the hours of 11:00 PM and 7:00 AM.

Pets

Animals classified as livestock, fowl or poultry of any kind shall **not** be raised, bred or kept in any Townhome or in the Common Areas. Only dogs, cats, birds and domestic household pets are allowed, provided they are **not** kept, bred or maintained for any commercial purpose. Exotic animals such as poisonous snakes, Vietnamese pot-bellied pigs, etc. are PROHIBITED.

Vernon Hills does not require dog tags, however, Lake County does.

Dogs and cats shall **not** be permitted to run loose in Vernon Hills. Any dog or cat outdoors MUST BE CONTROLLED ON A LEASH AT ALL TIMES. The leash shall be no longer than eight (8) feet and held by a person physically capable to control the animal. The person in control of the animal must have in their possession some device or method for PICKUP AND REMOVAL OF ANY DROPPINGS. ANY DROPPINGS SHALL IMMEDIATELY BE PICKED UP AND PROPERLY DISPOSED OF.

Pets shall **not** be staked to a leash outside or tied to the end of a leash that originates inside the Townhome and shall **not** be allowed to urinate or defecate on balconies. Pets shall **not** be allowed outside without a person physically able to control them present.

Pet owners are cautioned to observe the Village of Vernon Hills pet ordinances. A dog or cat found running loose can be impounded by the Police and the owner shall be subject to an impoundment fee.

Any person having knowledge or reason to believe that an animal in the Village has bitten a person is required by Village ordinance to report it to the Police within 24 hours.

Village ordinances authorize the Police to investigate complaints of excessive barking, yelping, howling, etc. by dogs and cats. Owners in violation will be warned and may be fined if violations are continued.

Damage to Common Area lawn, shrubs or plants caused by a pet shall be repaired by the Association with the cost of repairs billed to the pet owner.

Violators of these pet rules are subject to Association Rule Violation fines and may also be fined by the Village of Vernon Hills.

Littering

A Village Ordinance as well as the Association's Declaration forbids littering. No person shall cast, place or deposit any refuse on any street, walk way, park or other public place, or upon any private property, whether owned by such person or not, within the village except in proper containers. Nor shall any person throw or deposit any refuse in any stream or other body of water within the village. Forbidden refuse includes but is not limited to cigarette butts, fruit leftovers, peels, pits and any other discarded trash.

Garbage Removal and Garbage Cans

All residential Homeowners in Vernon Hills are required to contract and pay for garbage removal. Only one garbage removal service is allowed to operate in the Village and that is currently ONYX. Homeowners are required to pay for regular waste removal, but the Village pays for recycle removal. Regular and recycle waste containers are provided by the removal service and are only for the Homeowners own exclusive use. **Residents or others shall not deposit anything in their neighbor's garbage containers.**

Containers shall be stored inside out of sight at all times except on collection days and the night before collection. Containers shall not be placed at the curb until dusk of the evening **prior** to pick up and shall be removed from the curb and stored inside out of sight within 24 hours after pick up.

Parking Guidelines

The following vehicles shall be permitted to park on individual driveways, designated guest parking spaces or on Village streets within the Association.

- a. Currently licensed passenger automobiles, pick up trucks and vans having no more than five entry doors.
- b. Currently licensed motorcycles.
- c. Commercial vehicles may park temporarily in the normal course of their business.

The following vehicles shall not be allowed to park anywhere in the Association:

- a. Any vehicle without current state license plates and a current Village sticker. Vernon Hills Village stickers can be obtained from the Village Hall at no charge.
- b. Any vehicle not capable of being driven, has a flat tire(s) or is leaking fluids.
- c. Commercial cars, trucks or vans with business lettering affixed.
- d. Any vehicle with a snowplow attached.
- e. Buses, boats, canoes, campers, hearses, motor-homes and trailers.

The Board may approve TEMPORARY over night parking of these vehicles if **prior** permission has been requested. If the vehicle is to be parked on the street over night, permission must also be obtained from the Police Department.

The Association at the vehicle owner's expense may remove abandoned vehicles.

A vehicle shall be considered abandoned if:

- a. It is not capable of being driven in its present condition.

- b. It has not been moved for five (5) or more consecutive days.
- c. It does not have a current license plate or Village sticker.
- d. Acts of the owner or condition of the vehicle clearly indicate it has been abandoned.

Parking in the turn around areas located at the end of streets marked "No Parking" is prohibited.

Parking Violation Enforcement

The Association may take any or all of the following actions for parking violations:

- a. Determine no violation has been committed and do nothing.
- b. Attach a notification sticker to the vehicle.
- c. 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.
- d. Notify the owner of the violation.
- e. Follow the enforcement policy procedures for violations.
- f. The Association at the vehicle owner's expense may remove the vehicle if it is not removed within 24 hours after notification.

Parked vehicles shall **not** obstruct Townhome driveways or the passage of other vehicles on Association streets.

Parking along Sarah's Blvd. is permitted only on the inside of the street (closest to the island) except when there is a snowfall of two (2) or more inches.

Over night parking is **not** allowed on any street within Vernon Hills. Temporary permission to park over night may be obtained by calling the Police Department.

Overnight parking is allowed on Townhome driveways and at designated parking spaces

Designated parking spaces along Association streets are for Homeowner's guests and shall **not** routinely be used as additional parking places by Homeowners. Guest parking spaces shall **not** be used for vehicle storage by anyone.

Any vehicle parked in violation of these rules may be removed at the vehicle owner's expense.

Routine automotive repairs, oil changes, tire rotations, etc. shall **not** be performed anywhere within the Association. Emergency repairs of short duration are allowed.

No "mini-bikes" or snowmobiles shall be operated anywhere within the Association.

Driveway and Garages

Garages are for residential use only. Maintenance or repair of personal or other vehicles is PROHIBITED anywhere in the Association except in case of emergency. Homeowner's may wash their personal vehicles in their driveway. Driveways are limited common areas for the exclusive use of individual Homeowners and shall **not** be used by others without the Homeowner's permission. The Association is responsible for normal maintenance of the driveways. Repairs for damage caused by Homeowners, their family or guests beyond normal wear and tear shall be charged to the Homeowner.

Garage Doors

The Homeowner is responsible for maintaining the door, tracking, springs and garage door opener. Repair or replacement of garage door panels due to damage by the Homeowner, family or guest is the responsibility of the Homeowner. The Association shall repair or replace any damaged garage doors not taken care of by the Homeowner with the cost incurred being charged to the Homeowner.

It is recommended that Garage doors be kept closed when not in use. Open garage doors detract from the appearance of our community and invite theft and vandalism as well as attract roaming animals.

Seasonal Decorations

Exterior seasonal decorations and hardware may be installed no earlier than thirty (30) days **prior** to the Holiday and shall be removed no more than thirty (30) days after the Holiday.

Holes made when installing hardware brackets shall be filled and painted when the hardware is removed. Any damage caused by the installation of seasonal decorations that the Homeowner fails to repair shall be repaired by the Association and charged to the Homeowner.

Cable Lines

Cable television connections shall only be installed by a company authorized to serve the Village of Vernon Hills by the Village Board and at the Homeowner's expense. Cables from the source box to the building shall be buried under ground. The exterior cable shall enter the building at a point near the ground to minimize visibility.

Satellite Dishes/Antennas

Satellite dishes up to one (1) meter in diameter are allowed but shall have Board approval for placement location **prior** to installation. Only licensed satellite installation firms will be approved. Cables from satellite dishes must be securely attached to the building in a manner that causes the least amount of damage to the external structure. The Homeowner or installer shall obtain a Village electrical building permit **prior** to installation. The installation should be as visually unobtrusive as possible. All other radio, TV or ham radio antennas are PROHIBITED.

Damage to the roof or exterior of a building caused by the installation of a satellite dish or its cables shall be repaired at the expense of the Homeowner.

Pond

Swimming, wading, bathing, boating, ice-skating or walking on and/or in the pond is PROHIBITED. Residents are cautioned that the pond is treated with chemicals to control alga growth and the water should **not** be used for washing or any other purpose. Contact with the water should be avoided.

Catch and Release fishing is allowed; all fish must be returned to the pond alive immediately after catching. An Illinois fishing license is required.

Firewood

Firewood shall only be stored in the garage.

Window air conditioners

Window air conditioning units are **not** permitted.

Window coverings

Temporary window coverings such as sheets, bedspreads, newspapers, garbage bags, etc. are **not** allowed except during internal remodeling and then shall be removed in a reasonable time.

Signs and advertisements

Advertising signs within the Association are PROHIBITED.

Real estate for sale/ rental signs and political signs may be displayed from the interior of the Townhome. No more than one sign shall be displayed from a Townhome. Temporary external real estate "OPEN HOUSE" signs may be allowed on a daily basis with **prior** Board approval. Approval shall be requested in writing and include sign size and times of display and location. Any allowed sign shall conform to the Village sign ordinance.

Community Mailbox Area

The community mailbox and area are Federal property and posting signs or notices on the mailbox is PROHIBITED and any violation shall be subject to fines.

ARCHITECTURAL DESIGN (Exteriors of individual Townhomes)

Article V, Section 5.1 of the Declaration of Easements, Restrictions and Covenants for the Townhomes of Sarah's Glen, Inc. in principal states a Homeowner shall not make any changes or additions to the exterior of their Townhome or common areas without **prior** written permission from the Board of Directors of the Association

Outdoor awnings, porticos, decks, porches, sunroofs or canopies of any type shall **not** be constructed on or attached to the exterior of any Townhome, except as provided in the Developer's original plans.

Balconies and Patios:

Lawn/ porch furniture, barbecue grills, decorative plants and toys shall be the only items kept on balconies or patios. Structures such as storage sheds, dog/animal shelters and cages, etc are PROHIBITED.

Hanging clothing, towels, bedding or other articles over balcony railings is PROHIBITED.

Storm Doors

Storm/Screen doors shall be approved by the Board **prior** to installation. The Board has approved two specific types of doors. Homeowners shall request approval from the Architectural/Landscape Committee and will be advised which door type is approved for their building. Approval is also required for replacement of storm or screen doors.

Fences

Fences of any kind including electronic pet fences shall **not** be installed in the Association.

Basketball Hoops (full size)

Portable basketball hoops may be permitted with **prior** Committee and Board approval. Permanently installing a basketball hoop or backboard on a Townhome, a garage, in a driveway or common area is PROHIBITED.

Committee approval shall be obtained **prior** to placing a portable basketball hoop on the property. An Architectural Application form must be submitted to the Committee for overnight approval **prior** to May 1st. Approved portable basketball hoops may be kept on the Homeowner's driveway from May 1st through October 1st. After October 1st basketball hoops shall be stored indoors overnight.

- a) Failure to submit an Architectural Application form to the Board for approval **prior** to placing a portable basketball hoop will result in a fine for each day that the hoop is on the property without appropriate approval.
- b) Prior to May 1st or after October 1st, any Homeowner taking a portable basketball hoop outside during daylight hours must return it inside the Townhome/garage by dark. A Homeowner found in violation will be fined \$10.00 per day for each day the hoop is outside in violation.

Any damage to buildings or grounds and repair cost resulting from the use of a basketball hoop shall be the responsibility of the Homeowner.

Recreational Equipment and Children's toys

Swing sets, jungle gyms, sandboxes and any similar permanent apparatus are **not** allowed. Children's toys such as toy basketball hoops, swimming pools, motorized cars, sandboxes and plastic toys etc. shall **not** be left outdoors overnight in common areas or on driveways. They shall be stored inside garages or securely on Townhome patios or decks over night.

Light Fixtures

Each Homeowner is responsible for the maintenance of the exterior light fixtures located at the front door, patio and/or deck(s) and above the garage door(s). Replacing light bulbs is the responsibility of the Homeowner. Committee and Board approval are required **prior** to replacing or installing new exterior light fixtures. Replacement fixtures must be similar to the original in type and color.

LANDSCAPING

Common area landscaping is the responsibility of the Committee and the Board. Any plantings and maintenance of Common Areas shall only be done by Board approved service providers or by Board approved volunteer committees.

Personal Plantings

Additions or removal of trees, shrubs or sod shall be approved by the Architectural/Landscaping Committee **prior** to doing so. If approved, it is the responsibility of the Homeowner to locate and avoid interference with underground utilities.

1. Flower plantings; may be planted in individual Homeowner's flowerbed areas **but shall not exceed 24 inches in height**. Removing sod to create additional planting areas is PROHIBITED. Individual Homeowners are responsible for the maintenance of their plantings and they should **not** interfere with the lawn maintenance crews.
2. Flowers shall **not** be planted around trees or in any common area.

3. All annuals must be removed at the end of the growing season but no later than November 1st.
4. Climbing or trellis plantings are **not** allowed, unless approved by the Architectural/Landscaping Committee **prior** to installation. Climbing or trellis plantings will only be allowed in independent pots and trellis. Attaching climbing plants to individual home exteriors, railings, posts or decks is PROHIBITED.
5. Flower and window boxes can be attached to the deck railing. Stand alone flower boxes, pots and containers are allowed on individual patios and decks. Plant hangers may only be installed on the wood trim of the building and decks.
6. Damage to the exterior concrete, brick, or wood of an individual Townhome as a result of plant hangers or flower boxes are the responsibility of the Homeowner. Any repairs undertaken by the Association shall be charged to the Homeowner.

Lawn Ornaments

The Committee and Board shall approve lawn ornaments of any type **prior** to installation.

ARCHITECTURAL/LANDSCAPING REQUESTS FOR CHANGES

A Homeowner shall follow these procedures when requesting permission for any changes.

1. A Homeowner shall submit a completed Architectural Improvement Application form [See Exhibit A] to the Association's Managing Agent. All other necessary information such as drawings, pictures, lot line information, etc. to completely define the changes should be included.
2. The form and any other information shall be sent to the Architectural/Landscape Committee for review. The Committee shall review the request and forward it with the Committee's recommendation to the Board of Directors. The Committee may request additional information of the Homeowner before making its decision. Requests for additional information shall be made within ten (10) days of receiving the original request.
3. The Committee, the Board or its Managing Agent shall notify the Homeowner in writing of its decision to approve, approve with modifications or disapprove the application within thirty (30) days of receiving the original request.
4. If a Homeowner disagrees with the Board's decision they may appeal it in writing. The Board shall review the appeal and make a final binding decision within thirty (30) days of receiving the appeal.
5. If the application is approved, the Homeowner shall begin construction and strictly conform to the approved application within two (2) months of the approval date or the approval shall be rescinded.
6. The Homeowner hereby indemnifies and holds harmless the Board, the Association, and its Agent from any consequences of the approved addition/alteration, including any costs of litigation and attorney fees.

7. The Homeowner, his successors in title, assignees, agents or heirs, is solely and individually responsible for the repair, maintenance and restoration of the addition or alteration.
8. If the Homeowner fails to maintain the addition/alteration, to the satisfaction of the Board, he (she) shall be notified of violation of this Agreement in writing. The addition/alteration shall be brought into compliance within twenty (20) days of the notification date. If the defects are not corrected and on time, the Association shall take any action required making corrections at the Homeowner's expense.
9. If the Homeowner deviates substantially from the approved application, the Board at its discretion may make any corrections or dismantle and remove the addition/alteration or utilize any legal remedies available.
10. If ownership of the Townhome is transferred, the Homeowner shall inform the new title owner, and any tenant of the existence of this Agreement and obligations. The Agreement and obligations shall pass to the new title owner(s).

EXHIBIT A
SARAH'S GLEN TOWNHOME ASSOCIATION, INC.
LANDSCAPE & ARCHITECTURAL IMPROVEMENT APPLICATION

NAME _____ DATE _____

ADDRESS _____ OWNER _____ RENTER _____

HOME PHONE # _____ WORK PHONE# _____

E-MAIL _____

TYPE OF IMPROVEMENT (include dimensions, location, type, etc.): _____

Note: A sketch of all improvements must be submitted with this application to show exact location and dimensions. Other material must be submitted in accordance with published architectural regulations or as required by the Association and Village codes.

COLOR (if applicable, include paint brand): _____

CONSTRUCTION MATERIAL: _____

SUPPLIER: _____ COST: _____

I (We) understand that installation of the improvements proposed herein must conform to the specifications outlined and that this improvement will be inspected upon completion. Any deviations from the specifications herein could result in improvement(s) being removed or altered at our sole expense. I (We) have received and read a copy the Rules and Regulations of the Association. I (We) agree to abide by the Rules set forth in the Guidelines and will be solely responsible for the continued upkeep and maintenance of the improvement and will also be solely responsible for any encroachment this improvement may make on private property or common areas. I (We) expressly agree that upon a breach or violation of Association Rules and Regulations, Sarah's Glen, in addition to all other remedies, shall be entitled as a matter of right injunctive relief in any court of competent jurisdiction.

DATE: _____ HOMEOWNER SIGNATURE: _____

**THIS WORK MUST BE COMPLETED WITHIN TWO (2) MONTHS OF THE APPROVAL
 OR A NEW FORM MUST BE SUBMITTED.**

COMMITTEE: Approved _____ Disapproved _____ Date _____
 Reasons and Conditions _____

BOARD: Approved _____ Disapproved _____ Date _____
 Reasons and Conditions _____

 Association Representative Signature