



FOUR SEASONS At *Stone Harbor* Condominium Association, Inc.

**Initial Rules and Regulations as outlined in Paragraph 11 of the Master Deed entitled Restrictions**

1. Unit Owners, their guests or tenants, may not cause or permit anything to be stored or kept in attic or roof areas.
2. Unit Owners, their guests or tenants, are not allowed to hang, display or place anything on the outside walls including the outside privacy wall between units, doors or windows of any Building, whether or not Common Elements.
3. Unit Owners, their guests or tenants, are permitted to keep patio furniture limited to one (1) outdoor styled table and chairs and no more than two (2) planters on the balcony that is a Limited Common Element attached to their unit.
4. Unit Owners, their guests or tenants, must not store or use any other items including but limited to bicycles, firewood, barbecue or other grills, or garbage/recycling containers on the Limited Common (patio's, balconies, driveways, unit entryways, sidewalks) or General Common Elements.
5. Signs are not permitted on the exterior or interior of any Unit surface or Limited or Common Element. This includes real estate signs, security signs, rental signs, banners or balloons, etc.
6. Electric barbecue grills are permitted. Natural gas grills may be installed upon written approval of the Board of Trustees or their designated representative, as long as the installer is a properly licensed and insured plumbing contractor. All natural gas grills must be located off the gas meter located at the rear patio area and must be stationary; the use of propane or charcoal grills is prohibited.
7. No more than two (2) dogs or cats in the aggregate shall be permitted in each Unit. All pets shall be leashed while they are outside the Unit, and all excrement/waste from such pets shall be removed by the pet owner immediately from the Common Elements.
8. Unit Owners, their guests or tenants, shall not store any flammable materials in their Unit or the Common Elements. Unit Owners and occupants must not permit anything to be done or kept in the Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Building or contents thereof, or which is in violation of any law; or which will increase the rate of insurance of any buildings or contents thereof applicable for residential use.
9. Waste must not be committed on or to any of the Common Elements.
10. Trusses which make up the roof structure are Common Elements and must not be altered in any manner. Flooring above ceiling trusses are for access only and are not to be used for any storage.
11. Unit Owners must not obstruct, cover, paint or otherwise interfere in any way with the proper operation of any fire suppression sprinkler or alarm system which may be installed in their Unit. Unit Owners and their occupants must keep operational any fire or smoke alarm systems in their Units and not obstruct their operation.
12. Noxious and offensive activities and noise are not permitted or allowed in or on the Common Elements or any Unit nor can anything be done therein either willfully or negligently which is or may become an annoyance or nuisance to Condominium residents.

13. Each Unit is limited to a maximum of two (2) motor vehicles which can be parked on the General or Limited Common Elements. All such motor vehicles shall be properly registered and plated and be in operational order.
14. Recreational vehicles (boats, boat trailers, utility trailers, house trailers, campers, motor homes, wave runners, etc.) and Commercial Vehicles must not be parked overnight on the Common, Restricted or Limited Common Elements without the prior written approval of the Board or its designated representative. "Commercial Vehicles" refers to pick-up trucks, vans, trucks, tractors, trailers, wagons, or any oversized or other motor vehicles having commercial license plates or used for commercial purposes or which have advertisements or one or more business painted or permanently affixed to same and which cover an aggregate of more than 30 inches.
15. Vehicles are not to be used as living quarters.
16. Owners are not permitted to use or install any loudspeaker, solar collector, floodlight, clothesline, window air conditioner, fan, heat pump or other similar cooling, heating or ventilating device in any window, door or other exterior opening of a Unit or Common Element.
17. Units must be heated to the extent necessary to prevent damage to the Unit or Common Elements from freezing temperatures from October 1 through April 30 of each year, even if the Unit is not occupied. **The recommended minimum temperature setting should be 55 degrees.** Unit Owners who fail to heat their Unit as obligated shall be assessed a Remedial Common Expense Assessment to pay the costs of any damage caused to any part of the Condominium. It is also recommended that the Unit air conditioning be run during the hot, humid months of the summer and early fall to avoid humidity build up within the home.
18. Unit Owners and occupants are not permitted to plant or maintain any matter or things on, in, over or under the Common Elements or Limited Common Elements without the prior written approval of the Board or their designated representative. Please refer to the Shrub Program and Common Area Planting Guidelines issued in April 2021, attached below
19. This community is an Age Restriction Community as designated by the "55 or Over Housing for Older Persons" act of 1995. Please see Paragraph 11.02. of the Master Deed regarding the qualifications for this designation.
20. Satellite dishes may be installed pursuant to the installation guidelines established in Paragraph 11.03.of the Master Deed entitled Satellite Dishes.
21. No Unit may be rented or used by their Owners for transient or hotel purposes, which is defined as a rental for any period less than 180 days or rental if the Unit's occupants are provided customary hotel services, such as room, food and beverage, maid, laundry, linen or bell hop services, etc. Please see Paragraph 11.04.of the Master Deed entitled Rental Restrictions on Units for additional details. All leases must be in writing, with a copy of the lease provided to the Association's managing agent.

22. Unit Owners cannot make or allow to be made any structural modifications or alterations in or to the Unit without the prior written consent of the Association or its duly authorized representative. Unit Owners and their occupants must not erect or have erected any fence, partition, wall, divider or similar structure interior or exterior to their Unit other than any such structure erected by the Developer; make or allow to be made any alteration or replacements to the exterior of the Unit including, but not limited to, doors, windows or skylights (despite that such alteration or replacements are to portions of the Unit) or to any Common Elements without the prior written approval of the Board or its duly authorized representative.
23. Unit Owners are responsible for the maintenance, repair, replacement, cleaning and washing of all walls and ceilings; all window and door frames, sills, sashes, glass and screens including entry doors; and paint, wallpaper, paneling, floor covering, draperies, light bulbs, and window shades or curtains within any Unit, at the Unit Owners sole expense. Any exterior fixture or appliance which operates from within the unit shall be maintained, repaired, replaced, cleaned and washed by the Unit Owner.
24. Unit Owners are responsible for the removal of snow and ice from their Unit's balcony or patio area; the Association is responsible for the removal of snow and ice from the Common Elements located within the community including exterior front entry stairs, front entry landings and driveways that provide access to the Buildings.
25. The Association has the irrevocable right, to be exercised by the Board or the Association's managing agent, to have access to each Unit during reasonable hours for the maintenance, repair or replacement of any of the Common Elements therein or accessible there from or for making emergency inspections or repairs therein necessary to prevent damage to the Common Elements or to another Unit. Prior notice is to be given to the Unit Owner or occupant, **except in the case of an emergency.**
26. Each Owner, tenant and occupant of a Unit must comply with the Association's Master Deed, the Bylaws and the Rules and Regulations. Failure to comply is grounds for an action to recover sums due, or damages, or for injunctive relief. To the extent permitted by law, the Board has the power to implement a system for imposing fines, penalties and costs of hearings and enforcement, and assessing interest on any Unit Owner who violates or whose tenants or occupants violate the Master Deed, Bylaws or Rules and Regulations.
27. The Board, pursuant to the Bylaws, may adopt additional Rules and Regulations which will supplement the restrictions on the Use of Units and Common Elements as outlined in Paragraph 11 of the Association's Master Deed. As long as the Rules and Regulations are consistent with the intent and purposes set forth in the Association's governing documents, they are not deemed to be amendments.
28. Recreation equipment such as basketball hoops, backboards, hockey nets, trampolines or any other type of recreation equipment not provided by the Association is prohibited from being used, kept or stored on any of the common or limited common elements within the community. Common/limited common elements include lawn areas, sidewalks, patios, driveways, parking lots and streets. In addition, baseball bats & hard type balls are also prohibited from being utilized in the common/limited common areas of our community.

# FSSH SHRUB PROGRAM AND COMMON AREA PLANTING GUIDELINES

Effective: April 2021

To beautify our mulch beds adjacent to our townhouses (front, sides, and backyards) we have created a **customized Approved Shrub Replacement Program**. The Landscape Committee in consultation with the staff horticulturist at the Garden Greenhouse and Nursery approved the following list of shrubs and plants.

## SHRUBS

1. Boxwoods
2. Holly
3. Eponymous
4. Dwarf Crepe Myrtle
5. Knock Out Roses
6. Japanese Holly
7. Hydrangeas
8. Scotch Broom
9. Bayberry
10. Spirea
11. Ornamental Grass
12. Tuff Stuff
13. Cryptomeria
14. Globe & Black Dragons
15. Viburnum
16. Fire & Ice
17. Limelight
18. Bobo

The FSSH landscaping vendor, New Image Landscaping, will remove and dispose of your old shrubs and provide new shrubs, which you can select from the approved list. The cost will vary depending on how large the removed shrub is and the replacement species you select. Checks need to be made out to New Image Landscaping at the time of replacement. Orders will be taken in the months of April through May each year.

For those “do it yourselfers” please keep in mind there are irrigation drip lines in the front beds. **If you puncture a drip line there is a \$100 service fee plus \$20 to repair the leak.** Please be careful when you dig.

# FSSH SHRUB PROGRAM AND COMMON AREA PLANTING GUIDELINES

Effective: April 2021

In addition, the Landscape Committee has approved the following perennials and annuals for planting in common areas.

## PERENNIALS

1. Salvia
2. Coreopsis
3. Sedum
4. Daylilies
5. Dianthus
6. Shasta Daisies
7. Liriope
8. Russian Sage

## ANNUALS\*

1. New Guinea Impatiens
2. Sun Patents
3. Inpatients
4. Geraniums
5. Marigolds
6. Petunias
7. Goldilocks
8. Lantana
9. Zinnias
10. Portulaca
11. Begonias
12. Vinca

If you desire a shrub or plant but do not see it in the lists above, let the Landscape Committee know and they will consider adding it.

\*Please remove dead annual plants at the end of the flowering season.

**NO HERBS OR VEGETABLES MAY BE PLANTED ANYWHERE IN THE GROUND.** If you want to plant tomatoes, basil, or mint, etc., you must plant these in patio containers. You may also use the designated FSSH Herb Garden opposite the entrance to the pool, along the fence, near the pump station.

## **Four Seasons at Stone Harbor Security Camera Policy Rules and Restrictions for Access and Use**

Four Seasons at Stone Harbor (FSSH) Condominium Association (Association) Board of Trustees (BoT) has installed three security cameras in the community for the protection of Association assets and for the security of residents and their guests. Video surveillance provides not only a deterrent to inappropriate behavior but can also be used as a means of identification in the event of damage or criminal activity. In order to ensure that video surveillance is not abused or misused, the BoT has adopted the following rules and regulations effective November 1, 2020 governing the use and access of video equipment in the community.

This policy applies to all video surveillance systems permanently installed within the FSSH community by the Association and whose presence is detailed on posted signage. This policy excludes personal surveillance equipment installed by residents.

### **I. Installation, Placement and Maintenance of Video Surveillance Equipment**

1. Type of Equipment – The Association will use Digital Video Cameras to collect and retain real-time video for a maximum storage of 30 days.
2. Placement – Video recording equipment shall only be placed in visible locations that present the best surveillance options with respect to desired coverage, specific surveillance targets and ambient lighting conditions for Association common property. Cameras will be positioned so as to not willfully intrude on a unit owner's privacy without express written consent of the unit owner. Signage shall be erected in conspicuous location(s) notifying all parties that the area is under video surveillance.
3. Management – Any on premise servicing by the Association's Security Company will be done in the presence of a member of the BoT or authorized individual.

### **II. Access to Video Records**

1. Access: Association – Access to video surveillance records shall be secured and restricted to the BoT. Video surveillance footage shall be viewed by the BoT, and may be viewed by the Association Attorney, only upon majority agreement of the BoT and only in response to an event which has occurred including but not limited to vandalism, property damage, litigation evidence, criminal activity, insurance investigation and suspicious activity.

2. Access: Law Enforcement/Insurance – If access to video recordings is required for the purpose of law enforcement/insurance investigation, video recordings will be reviewed by the BoT and pertinent footage related to the investigation shall be provided to law enforcement/insurance officials.
3. Access: Log of Access – All instances of surveillance footage being viewed by the BoT or provided to law enforcement or insurance companies shall be entered into the minutes of the related BoT meeting.
4. Monitoring – There will be no real time monitoring of the video surveillance system.

### **III. Security and Storage**

Active video recordings shall be stored in secured environments with limited access by the Security Company cloud-based software. No video recordings shall be published to the Internet or streamed to mobile devices. Archived video recordings shall be stored only for investigative or legal purposes and shall be stored within the Association's Management Company and/or Attorney's office.

### **IV. Custody, Control, Retention and Disposal of Video Records**

The Association has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will be automatically erased or overwritten by the recording device when capacity of the device has been exhausted which is 30 days.

Specific records relating to evidence or investigations, which must be retained, will be copied onto portable media such as CDROM/DVD or thumb drive and stored for as long as required, based on the investigation type. Records requiring long-term retention will be turned over to the Association's Management Company for storage and security.

## **Four Seasons at Stone Harbor Condominium Association, Inc. (FSSH) Osprey Drive and Wetlands Border Landscape Rules**

The Osprey Drive unit backyards are adjacent to protected wetlands and, therefore, are subject to NJ Department of Environmental Protection (NJDEP) regulations. The Board and Landscape Committee have researched the regulations and discussed the matter with NJDEP. The three feet of FSSH property beyond the fence is subject to the Freshwater Wetlands Protection Act which can be found in the NJ Administrative Code, as follows:

1. Removal or planting of any trees, bushes and plants beyond the Osprey backyard fence is an **NJDEP regulated activity** and cannot be done without an **NJDEP permit**.
2. Dumping of any material, including plant clippings, plastic planters, etc beyond the Osprey backyard fence is an **NJDEP regulated activity** and cannot be done without an **NJDEP permit**.
3. The use of herbicide to clear brush beyond the Osprey Drive backyard fence is **strictly prohibited by the NJDEP. Please note that Unit Owners who engage in this may be subject to fines by the NJDEP.**
4. **Normal maintenance, which is described as “hand trimming” of trees, bushes and plants is permitted** on FSSH property up to three feet beyond the Osprey Drive backyard fence.

The FSSH Association prohibits #2 and #3 and will not pursue permits for #1. Unit Owners wishing to do #1 (removal and/or planting of trees, bushes or plants), must pursue a NJDEP permit, or NJDEP written letter of permission, on their own and at their own expense. Once the permit is obtained, it needs to be submitted in an ARC Request to obtain Association approval **prior to proceeding with the planned landscape work.** Once the ARC request is approved by the ARC Committee, the work can proceed at the Unit Owner's cost, and must be arranged with the FSSH approved landscaping vendor, New Image Landscaping.

Any clippings or vegetation that you wish to dispose of can be given to our landscaper, New Image Landscaping, on the day they are in the community (typically Thursdays), or be taken to:

Cape May County Municipal Utilities Transfer Station  
650 Shunpike Road  
Burleigh, NJ  
Phone #- 609-465-5004  
Hours - Monday to Friday - 7:30am to 2:30pm  
Saturday- 8:00am to 11:30am

**In all cases, an FSSH approved vendor, currently New Image Landscaping, will do hand trimming of brush beyond the Osprey Drive backyard fence.**

April 16, 2021



PLEASE RETURN THIS COMPLETED FORM TO:



Four Seasons at *Stone Harbor* Condominium Association, Inc.  
c/o Diversified Property Management, Inc.  
28 S. New York Road, # B-6, Galloway, NJ 08205  
Fax: 609-652-5040

Date Received: \_\_\_\_\_

REQUEST FOR REVIEW FOR ARCHITECTURAL MODIFICATION

(THIS FORM IS TO BE USED WHEN REQUESTING A CHANGE TO YOUR UNIT)

Owner's Name \_\_\_\_\_ Account # \_\_\_\_\_

Unit Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Day Telephone \_\_\_\_\_ Evening Telephone \_\_\_\_\_

*Approval is hereby requested to make the following modification(s), alteration(s), or addition(s) as described and depicted below, or on an additional attached page(s) as necessary. (Please include such details as the dimensions, materials, color, design, location and other pertinent data in the space provided.)*

NOTE: "SEE ATTACHED" is not a sufficient description. Failure to complete the center section below may result in your form being returned.

NOTE: A survey may be necessary for proposed modifications.

Date of Request: \_\_\_\_\_ Signature of Unit Owner: \_\_\_\_\_

**(DO NOT WRITE BELOW THIS LINE...FOR Architectural Control Committee use only)**

\*\*\*\*\*

ARCHITECTURAL REVIEW COMMITTEE RECOMMENDATION:

Approved: \_\_\_\_\_ Conditionally Approved: \_\_\_\_\_ (see comments below) Disapproved: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

**FOUR SEASONS AT STONE HARBOR CONDOMINIUM ASSOCIATION ARCHITECTURAL CONTROL CMTE.**

Comments: \_\_\_\_\_

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BOARD OF TRUSTEES APPROVAL/DISAPPROVAL:

Approved: \_\_\_\_\_ Conditionally Approved: \_\_\_\_\_ (see comments below) Disapproved: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

**FOUR SEASONS AT STONE HARBOR CONDOMINIUM BOARD OF TRUSTEES**

Comments: \_\_\_\_\_

IF THIS IS A REQUEST TO COMPLY WITH A VIOLATION, YOU HAVE 30 DAYS TO COMPLETE YOUR REQUEST. IF THIS IS NOT A VIOLATION, THIS APPROVAL IS GOOD FOR 180 DAYS. A NEW APPLICATION FORM MUST BE RESUBMITTED IF INSTALLATION OF YOUR REQUEST IS "NOT COMPLETED" WITHIN 180 DAYS.

**FOUR SEASONS AT STONE HARBOR CONDOMINIUM ASSOCIATION, INC.**  
**ARCHITECTURAL CONTROL/REQUEST FORM**

**ALL SITUATIONS:**

A separate request is required for each different change (see below), which shall include the following:

- a. Detailed drawings, plans, etc.
- b. A copy of the last official unit survey, if required only.

The unit owner agrees and is responsible for the following:

- a. Obtaining any and all needed local building permits.
- b. Any and all contractor's actions that perform work on the property, including trash removal.
- c. Any and all damage to public utilities and Association common property, to include but not limited to, landscaping, irrigation and drainage systems, electrical, cable TV, phone lines, etc.
- d. Properly maintain any such approved improvements/changes and otherwise, or the Association will repair and legally lien unit as needed.

1) Storm Doors: All storm doors must be white in color and contain a full panel of glass center insert. Approved door styles are Andersen HD-3000 series, Pella Montgomery #3800 or Pella Select #147635. All door hardware must be brass to match existing entry door hardware. Andersen doors can be found in The Home Depot or Universal Supply in Cape May Court House; Pella doors can be found at Lowe's in Rio Grande.

2) Satellite Dishes:

**Installers:**

**Must provide a certificate of liability insurance in an amount of at least one-million dollars. Said certificate shall indicate that the association shall be a co-insured.**

**If applicable, installers shall carry workers compensation insurance. Such insurance shall hold the association faultless in case of injury.**

**If deemed necessary, the installer shall provide letters of reference to the association.**

**Dishes:**

**Dishes shall be of the type considered customary for individual residential use.**

**Under no circumstances shall the dish exceed the size of those intended for the reception of high definition signals. Under no circumstances shall the dish be larger than 1 meter (39.38 inches) in diameter.**

**If necessary, dishes shall be camouflaged and painted as close as is practicable to the color of the unit they service.**

**Dishes shall be grounded in accordance with local electrical codes and U.L. standards.**

**If any reception issues arise concerning placement or size of the dish, the applicant shall refer these issues to the committee.**

**Mounting:**

**Under no circumstances shall brackets or dish mounts penetrate the roof.**

**Under no circumstances shall brackets or dish mounts penetrate the siding.**

**Under no circumstances shall brackets or dish mounts be installed on an outside deck.**

**Under no circumstances shall brackets or dish mounts be mounted on the front (street side) of any unit.**

**Cables/Wiring**

**Under no circumstances shall wiring fasteners penetrate the roof.**

**Under no circumstances shall wiring fasteners penetrate the siding.**

**Under no circumstances shall any hole be drilled in the exterior of any building to run a wire or cable inside the unit.**

FOUR SEASONS AT STONE HARBOR CONDOMINIUM ASSOCIATION, INC.  
ARCHITECTURAL CONTROL/REQUEST FORM

**3) UNIT ALTERATION ARC REQUEST**

**The Request Must Include:**

- Description of the project scope.
- The proposed dates of the alteration work.
- The names of the contractors expected to be onsite and insurance certificate listing unit owner and the Association as covered parties.
- The unit owner is responsible for checking with Middle Township to determine permit requirements, to obtain permits required prior to the commencement of the alteration and to display them in a front window during the alteration work.
- Copies of permits and or signed drawings signed by a licensed professional filed with Middle Township must be submitted with the ARC Request Form.
- A signed indemnification letter acknowledging the unit owner's responsibility for any damage to a common element that may occur during the alteration they are undertaking to the interior of their unit.
- The proposed work shall not begin prior to approval by the ARC committee.
- When the work is completed, copies of the final inspection report(s) to close out the permit(s) are to be provided to the Association Manager.

**Work Schedule/Parking/Noise**

- Work within a unit shall be limited to weekdays only between the hours of 9 AM – 5 PM.
- Parking for Contractors requiring multiple workers on site shall be limited to 3 on- site spaces, in addition to existing Unit Owner driveway, per day. Unit Owner shall notify Association Manager for approval if additional parking or overnight parking is needed for trailers.
- The Association may consider limiting the number of simultaneous Unit Alterations within the community during the Summer Season (Memorial Day through Labor Day).

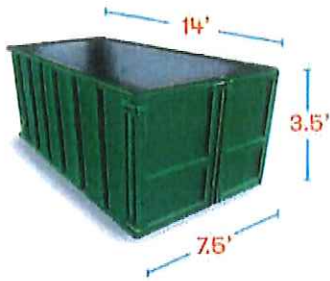
**PODS & Dumpsters**

The use of a **POD** or **Dumpster** by the contractor or owner to support the alteration work, and/or to support "clean-outs" or moving, shall comply with the following:

- Supporting planks must be placed under the POD or Dumpster to prevent damage to the driveway common area element
- Dumpsters must be covered when not in use to prevent accidental dispersal of trash material in the event of high winds
- Under no circumstances will a POD or dumpster remain on a unit driveway for more than 1 week maximum.
- Dumpsters once filled must be covered and removed by the end of the workweek.
- PODs shall be no longer than 12 ft.

FOUR SEASONS AT STONE HARBOR CONDOMINIUM ASSOCIATION, INC.  
ARCHITECTURAL CONTROL/REQUEST FORM

- Maximum Dumpster size permitted shall be "small scale" not exceeding 14' x (L) x 3.5' (H) x 7.5(W).



**PROJECTS**

- Small maintenance cleanups
- Small-scale construction
- Small-scale excavation

**CAPACITY**



*Please thoroughly review Article 11.05 of the Master Deed regarding alterations to units Four Seasons at Stone Harbor.*

Unit Owner: \_\_\_\_\_ Unit Address: \_\_\_\_\_

**Modification/Alteration Hold Harmless and Indemnity Agreement**

This Agreement dated \_\_\_\_\_, 202\_\_\_\_ between the Four Seasons at Stone Harbor Condominium Association, Inc. (hereinafter the "Association")

and \_\_\_\_\_ (hereinafter the "Unit Owner").

Whereas, Unit Owner has made application to the Association to perform certain modifications/alterations at (insert property address) and more particularly (insert description of the work) (hereinafter the "Work"); and

Whereas the Master Deed requires Board approval for any such modification or alteration; and

Whereas the Board has reviewed the Unit Owner's application to confirm conformity with the Master Deed and the Association Rules and Regulations; and

Whereas the Board deems the application approvable but shall require as a condition of final approval that the Unit Owner agree to indemnify and hold the Association harmless for any obligations or liabilities that may result from the Work.

Now, therefore, as a condition of approval of the Work the Unit Owner agrees as follows:

Except when resulting from the sole negligence of the Four Seasons at Stone Harbor Condominium Association (hereinafter the "Association"), the Unit Owner hereby agrees to assume the entire responsibility and liability for any and all injuries or deaths of any and all persons and for any and all damage to property caused by or resulting from or arising out of any act, neglect, omission, or agreement on the part of the Unit Owner, its agents, employees, subcontractors or servants in connection with the performance of the Work, whether covered by the insurance or not. The Unit Owner shall indemnify and hold harmless the Association, its trustees, officers, agents, and employees against and from all suits, demands, claims, damages or costs of suits, including attorney's fees, to which the Association or its aforesaid trustees, officers, agents and employees may be put to by reason of injury to persons or damage to property of others resulting from defective materials furnished by the Unit Owner, his contractors, agents, employees, servants or subcontractors in the performance of any of the Work, or defective machinery, implements or appliances furnished or used by the Unit Owner or on his behalf, or through any act or omission on the part of the Unit Owner, his contractors, agents, employees, servants or subcontractors. The Unit Owner shall assume and defend, at his own expense, any suit, action or legal proceedings arising from the Work. Nothing in this agreement shall be interpreted to either expressly or implicitly limit the indemnity to the negligence of the Unit Owner and accordingly this provision is known as a "broad form indemnity", which shall not limit the duty to defend or to indemnify the Association only from the Unit Owner's negligence.

Unit Owner further understands and agrees that prior to commencement of the Work a Certificate of Insurance naming the Association as an additional insured must be supplied to the Association, which insurance must continue in effect until the Work is satisfactorily completed.

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

# FOUR SEASONS AT STONE HARBOR



## *FSSH Exterior Lighting Policy (page 1 of 3)*

- ∞ *Electric landscape lighting is not permitted.*
- ∞ *Solar landscape lighting for walkways is permitted for safety reasons and must conform to the following:*
  - ∞ *White, black or grey stake lights operated solely by solar power*
  - ∞ *White or bug resistant yellow light bulbs, no colored bulbs*
  - ∞ *The housing of the fixture must be water resistant, may be aluminum or plastic and the style should resemble the style permitted for other exterior lights (See example below)*
  - ∞ *No “decorative” lights such as Tiki torches, globes, animals, musical, shepherd hooks with lights hanging from them, string lights, directional lighting, etc.*
  - ∞ *The lighting must be staked and face downward, no up-lighting or flush to the ground lighting*



# FOUR SEASONS AT STONE HARBOR



## *FSSH Exterior Lighting Policy (page 2 of 3)*

- ∞ *When replacing an exterior front door, garage and/or patio light fixture, the following guidelines are to be followed:*
  - ∞ *The replacement fixture must be WHITE*
  - ∞ *White or bug resistant yellow LED or regular light bulbs, no colored bulbs*
  - ∞ *The housing of the fixture must be water resistant and may be aluminum or plastic*
  - ∞ *The style must be Lantern-like, the bottom of the fixture must sit on the back plate affixed to the home and the height of the fixture must not exceed 22" (see example below)*
  - ∞ *You have the option to purchase a fixture with dusk to dawn and/or motion sensor capability*





# FOUR SEASONS AT STONE HARBOR



## *FSSH Exterior Lighting Policy (page 3 of 3)*

### *Holiday Season Lighting*

- ∞ *Members may use seasonal color bulbs as part of their holiday decorations during the **FSSH Holiday Season**, which occurs from the day after Thanksgiving until two weeks after New Year's Day.*
- ∞ *Holiday lights may only be placed on the shrubs in front of the house and wreaths may be placed on the front and/or rear doors and exterior garage lights.*
- ∞ *No lights are permitted on the lower or upper portions of the buildings, around garage doors, front and rear doorframes or windows.*
- ∞ *No other holiday decorations, such as blow up figures, Santa statues, sleighs, reindeer, etc, are permitted.*
- ∞ *Outdoor holiday decorations of any kind are not permitted for any other holidays outside of the FSSH Holiday Season as defined above.*

# FOUR SEASONS AT STONE HARBOR



## *FSSH Fine Policy*

The Four Seasons at Stone Harbor Condominium Association (FSSH) may find it necessary from time to time to assess a fine for member noncompliance with the Association Master Deed, Bylaws and/or Rules and Regulations. In general, the dollar amount of fines assessed will be based on the following schedule:

- ∞ The first time a member violates an Association governing document a warning letter will be issued and no fine will be assessed.
- ∞ Members who violate an Association governing document after receiving a warning letter will be assessed fines as follows, per month, until a resolution is accomplished. Repetitive violations will result in increasing fines. The Association may establish other fines, as need arises, and may grant exceptions to policy under special circumstances.
  - Violation of the pet policy – waste pickup..... \$50
  - Violation of the pet policy – off leash/failure to control..... \$100
  - Violation of the ARC policy (excluding Alteration Requests)..... \$100
  - Violation of the ARC Alteration Policy..... \$500
  - Violation of Pool Rules..... \$100
  - Violation of Parking Rules..... \$50
  - Violation of Master Deed..... \$500
- ∞ All the aforementioned policies can be found on the Association's webpage on the DPM website: [dpm-nj.com](http://dpm-nj.com). The Association code is 720.