

FOUR 
SEASONS



At Stone Harbor Condominium Association, Inc.

An Active Adult Community

PLEASE RETURN THIS COMPLETED FORM TO:

**Four Seasons at Stone Harbor Condominium Association,
Inc. c/o DiLucia Management Corporation
100 Jacobs Hall Lane, Lansdale, PA 19446
215-692-1600
m.balch@dilucia.com**

Date Received: _____

Owner's Name: _____ Resident ID: _____

Unit Address: _____

Mailing Address (if different): _____

Day Telephone #: _____ Evening Telephone #: _____ Cell Phone #: _____

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.)

Each contractor who performs any service within the Association is to produce a certificate of insurance showing proof they carry \$1,000,000.00 in General Liability, Auto, and Workers Comprehensive insurance. The Association should be named as an interested party on the COI.

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: _____

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.

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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.

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ARCHITECTURAL CONTROL/REQUEST FORM - continued

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.

Please thoroughly review Article 11.03 of the Master Deed regarding the installation of satellite dishes in Four Seasons at Stone Harbor.

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.

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 the 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

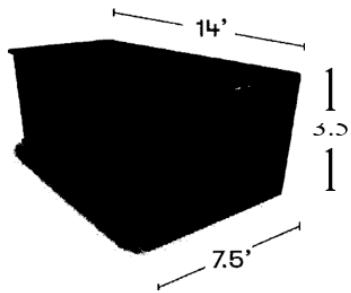


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FOUR SEASONS AT STONE HARBOR CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL CONTROL/REQUEST FORM - continued

- 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

At Stone Harbor Condominium Association, Inc.

An Active Adult Community

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 agrees 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