

2/25/2011



1 Society Way, Lawrenceville, NJ 08648

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Patios and Balconies
MODIFICATION REQUEST PACKAGE
WITH RELATED RULES OF USE AND MAINTENANCE

Installing, Modifying, Using, Maintaining Patios and Balconies – Procedures for Seeking Approval -- Related Rules

This package provides the rules and request forms for certain actions you may wish to undertake on your unit that would involve you creating or modifying specified patio installations, plus various rules and limitations as to how you may use patio and balcony areas

The rules, updated to meet current needs and questions that have arisen and codified for easier understanding, are grounded on a series of previous long-standing regulations, which in turn are based on the Association's Governing Documents, which include the Master Deed and Bylaws that date back to the community's construction.

As the Association always recommends, when you are considering doing anything that affects the exterior appearance or functioning of your unit, or any of the common elements, ALWAYS ASK FIRST! Prior written approval is often required first, and the Association's rules provide for fines and other sanctions that may prove costly to you if you fail to inquire about and observe the requirements of the Association's Governing Documents and regulations.

READ THIS PACKAGE CAREFULLY or ask the Association staff in advance.

This Package Contains A Form and Information to Process Your Request:

- The resolution of the Board of Trustees stating the policies and requirements regarding the installation, use and maintenance of patios and balconies.
- The Modification Request Form that must be submitted in advance and related documents including the License Agreement. These must be fully and properly completed as described.
- General Architectural Control Regulation for your background information. These standards are general in nature.

SOCIETY HILL AT LAWRENCEVILLE CONDOMINIUM ASSOCIATION, INC.

Resolution # 2011-02-1

**RESOLUTION CODIFYING AND UPDATING RULES PERTAINING TO
INSTALLATION, USE, AND MAINTENANCE OF PATIOS AND BALCONIES, AND
PROVIDING PROCEDURES AND PENALTIES RELATED THERETO**

WHEREAS, the Master Deed and Bylaws (the “Governing Documents”) empower the Board of Trustees with all duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Development and to do or cause to be done all such other lawful acts and things that are not by law or by the Governing Documents directed or required to be done or exercised by members of the Association or unit owners; and

WHEREAS, Section 4.11 of the Bylaws provides that each member shall comply strictly with these Bylaws and with administrative rules and regulations adopted pursuant thereto as well as with the covenants, conditions and restrictions of the Master deed and the deed to his own unit; and

WHEREAS, Section 3.04 of the Master Deed provides that patios, porches and balconies are limited common elements but that the responsibility for improvements to and maintenance of such areas including glass, glass doors, screens and screen doors is the responsibility of the unit owner subject to Resolution # 2011-01-1 entitled “Resolution Codifying and Updating Rules Pertaining to Installation And Maintenance of Windows and Doors, Related Building Exterior Appurtenances, and Providing Procedures and Penalties Related Thereto”; and

WHEREAS, inter alia, Section 5.17, 5.18, and 5.19 of the Master Deed provide restrictions and obligations regarding maintenance of dwelling units, modifications thereto, and the use of common elements; and

WHEREAS, Section T of the Bylaws provides that the Association may regulate visual harmony and soundness of repair, and avoid activities deleterious to the esthetic or property values of the Condominium; and

WHEREAS, acting through itself and its former committees, the Board has for many years regulated the installation of patios and other architectural features, requiring that a Modification Request be submitted for review and approval prior to any such work and that, if approved by the Association, a License Agreement be entered into by the Association and the unit owner(s); and

WHEREAS, for purposes of ease of reference and administration, the Board desires to consolidate and update these requirements;

NOW, THEREFORE, the Board of Trustees does resolve as follows:

I. General Requirements

- A. **Applicability of Governing Documents and other Association Regulations.** The provisions of this regulation shall be implemented in a manner that reflects applicable provisions of the Governing Documents and the Association's rules and regulations.
- B. **Safety.** No unit owner or resident or their guests and invitees shall do or permit to be done, any act which threatens the safety of any person, any unit, the general common elements or limited common elements.
- C. **Construction Limitations.** Notwithstanding anything to the contrary in this Resolution, partial walls, enclosures, fences, pits, storage structures, roofs, trellises, lattice work, pergolas, or other such things are not permitted to be constructed or otherwise added by unit owners. No construction permitted by the Governing Documents and this Resolution shall be performed in a manner which results in the removal or changing of the building structures and the common elements or which would expose the structures to the elements, or exposure of the structures to rodent or insect infestation.
- D. **Firewood Storage.** Except as otherwise set forth herein, firewood for units with fireplaces may only be stored in the unit or on a balcony or patio, provided that it is stored in a single row within one metal storage ring designed for this purpose. The metal storage ring may have a diameter of five feet or less (or not in excess of five feet by five feet if rectangular). Further, the firewood may not be placed in direct contact with any wall, ceiling, door, fence, railing, concrete slab, ground, or floor; the storage ring must be designed so that the firewood placed within it is at least five inches above the floor or ground upon which it is placed. Further, notwithstanding the foregoing, in the case of balconies, the wood may not be piled in the storage ring higher than the top of the balcony railing; and the weight of the stored wood shall not place a strain on the balcony structure. With respect to first floor garden apartment style units and townhome units, the stored wood may never exceed the height of the nearest privacy fence. In all cases, the wood shall not be stored in a manner that presents any potential for falling so as to cause injury to persons or property damage. No firewood may be stored in any manner which permits the harboring of insects, rodents or wild life.
- E. **Garbage or Recycling Storage.** Garbage and recycling may not be stored in or on the common elements except as provided herein. Garbage and/or recycling may be stored on a patio or balcony only in one storage box per unit of the type specifically allowed by the Association. Subject to any future modification by the Board of Trustees, the nature of this container shall be as authorized by the Board of Trustees at its July 17, 2006 meeting, which description has been made available to unit owners and residents through the Winter 2007 Society Hill newsletter and also through the Association's website; a copy of the specification may be obtained from the Association office. The container shall be kept secure against access by birds and animals.

- F. **Electrical Service, Other Equipment and Utilities.** No lights, cables, speakers, extension cords, pipes, conduits or related apparatus may be installed in, on, under or above the common elements, including the areas covered by this Resolution. This restriction applies to all types of lighting and electrical devices and apparatus both permanently installed and temporary in nature (i.e. removable). Notwithstanding anything to the contrary herein, the installation and maintenance of antennas and satellite dishes shall be governed by Resolution #14, entitled “Resolution Relating to Guidelines for the Installation of Satellite Dishes and Other Antennas”, as may be amended from time to time.
- G. **Equipment, General Storage or Operation.** Air conditioning equipment of the same nature originally installed by the developer may be placed in patio areas to replace existing air conditioning equipment in accordance with the terms of the Governing Documents and the Association’s rules and regulations. No refrigerators, freezers, storage lockers, or other appliances or equipment may be stored in or on the common elements. No automotive vehicles, whether licensed or not, other vehicles or equipment, may be stored or serviced in or on the common elements. Further, except as explicitly permitted by this Resolution, newspapers, bicycles, recreational or play items, boxed or bagged storage, or other material may not be placed on balconies, patios, or in, or on any other common elements.
- H. **Lawn Furniture.** Lawn or outdoor furniture such as outdoor chairs and tables may be maintained and used on patios and balconies. Additionally, these items may be placed on the lawn areas immediately adjacent to the unit (not including planting beds or other landscaped areas) for seasonal use, but by sunset of each day must be removed from such areas and returned to the patio or balcony, and in no instance may any hammocks or other outdoor items be fastened to any common elements including without limitation trees, building structures or fences. No swing glider or similar equipment may be located on any common element other than on the balcony or within the patio area, and may not extend in whole or part beyond said area nor may its normal swinging operation be such as to allow damage to any common element including without limitation the building structure or fence. No outdoor furniture or equipment shall extend in height above the height of the privacy fences, nor may any outdoor furniture or equipment placed in a patio area extend beyond the end of the privacy fence line (that fence which extends the least distance from the rear of the building, or in the case of an end unit which has no privacy fence, where it would have been located if the unit was not an end unit).
- I. **Bird Feeders and Animals.** Bird feeders are not prohibited by this Resolution from being placed in patio or balcony areas, provided that they do not result in accumulation of shells or other debris that becomes unsightly, presents a maintenance problem, impairs the normal growth of grass, intrudes into other patio or balcony areas or impairs the reasonable enjoyment and use thereof, or attracts other animals. Bird feeders may not be screwed into building structure walls or any other common element, except as set forth in the next sentence. Bird

feeders may be screwed securely into balcony railings or privacy fences provided that this causes no structural damage to the railings or fences, does not result in the bird feeder being on the outer side of the railing or hanging within three feet of the main building structure, and does not allow the feeder to interfere with any common element maintenance or use or interfere with adjacent patio or balcony use, and further provided that the penetrated area is properly sealed. Bird feeders may not be mounted on poles nor set in concrete in or on any common element. In the event that any such bird feeder creates a nuisance, or attracts or threatens to attract, rodents, or other undesirable wild life, or otherwise does not comply with the provisions of this Resolution, the Association may immediately require the removal of the bird feeder by the unit owner or may remove the bird feeder at the unit owner's cost and expense. No other feeding of wildlife or outdoor placement of food for animals is allowed anywhere within the Condominium. No devices such as dog houses or cages are allowed on patios, balconies or common areas, and dogs may not be tethered to posts or fences, allowed to roam free in or from patio areas, but shall at all times be kept on leash.

- J. **Plants.** No tree or tree-like shrub may be planted in the ground in or on any common elements including without limitation any patio area. Smaller shrubs whose mature height does not exceed four feet may be planted in the ground along the inner sides of the Association privacy fences of a town home, provided that they do not extend outside of the rear fence line (lesser distance from the building of the two), but may not be placed over buried utility and irrigation lines. Further, notwithstanding the foregoing, no plants may be placed which interfere with access to the exterior of the building for maintenance or other purposes, or which interfere with general landscape or irrigation maintenance by the Association, or which affect established water drainage as determined by the Association. Any such plantings running parallel to the rear building wall, intended to enclose the patio area from the outer common elements, shall not be higher than a mature height of two feet, and may not be thorny in nature or extend beyond the fence line. No vegetable or fruit plants, including sunflowers, are allowed. Flower pots and small planters not exceeding one foot in height or two feet in length are allowed to be placed within the bounds of a patio area or on a balcony provided that all pots containing dormant plants or non-living plants are to be removed from sight. Dead or dying plants must be promptly removed. No plants may be grown which attach themselves to any building wall, trellis, or fence. Any plantings in violation of the requirement, or which must be removed for maintenance of the common elements may be removed by the Association at the unit owner's cost and expense. Subject to any other applicable provisions of this Resolution, specifically including Section II, flower planters or pots of the nature described in this section may be placed on balconies, but not on the outer side of their railings, and care must be taken when watering or maintaining that no impact results on the patio area below, such as dripping water or falling materials.
- K. **Respect for Privacy.** In the use of balconies and patios, unit owners and residents shall respect the reasonable privacy expectations of adjacent unit owners and residents.

- L. **Access for Construction or Maintenance.** No vehicles (commercial or otherwise) are allowed on the common elements except for parking areas, for the purpose of building, repairing or maintaining any structure covered by this Resolution. This includes, and is not limited to trucks, loaders, and mechanized equipment. Unit owners are responsible for any and all damage to the common elements in the event that these rules are violated, including the administrative costs involved in remediating the damage.

II. Maintenance and Use of Balconies

- A. Balconies were constructed by the original developer on second floor garden apartment style units, and are limited common elements. As set forth in the Governing Documents, unit owners are responsible for the general maintenance and cleaning of the balconies, and the Association is responsible for maintenance of the structural elements of the balconies. No structural modifications to balconies may be made by unit owners. No unit owners may add, enclose, or expand balconies.
- B. In addition to the provisions of Section I hereof, no signs, banners, posters, address numbers, decorations, speakers or lights or similar things may be installed on balconies.
- C. The unit owners shall not use or place anything on a balcony which adds undue weight to the balcony structure, affects its structural integrity, prevents the drainage of water off of it in the intended manner, or affects the general appearance of the building's visual harmony. No carpeting, tiling, or other covering of the floor surface or railings of the balcony shall be permitted. Trellises or lattice work are not permitted.
- D. No item shall be placed or maintained on any balcony which is subject to being blown off of it, or which might impair the safety or property or rights of the first floor unit owner below, or provide a maintenance burden on the Association.
- E. Notwithstanding any other provisions of this Resolution, no bird feeder, flower box, hanging pot, or any other thing, except as may be allowed pursuant to the terms of Resolution 14 referenced in Section I F above, may be affixed or placed in such a manner as to extend outside of the balcony railing. Any such items shall be placed on the inner side.
- F. Any damage caused to a balcony from any act by a unit owner, resident, or his or her guests or invitees may be repaired by the Association at the unit owner's sole cost and expense.

III. Installation and Maintenance of Garden Apartment Patios

- A. As part of the developer's original construction, first floor garden apartment style units were provided with a small concrete slab outside of their patio doors. Unit owners may only extend or modify those slabs in accordance with the terms of

this Resolution. Association approval in accordance with Section VI hereof is required for any installation.

- B. The only material permitted for any extension or modification of the concrete slab is poured cement. No other materials are permitted. No carpeting or rugs of any nature may be placed there.
- C. The dimensions of the entire patio (including the original slab) cannot exceed 10 x 7 feet. The existing concrete shall not be disturbed. In order to extend the patio additional concrete shall be poured at the same level at its sides. Patios shall be at ground level, and shall abut the building foundation in a manner that will not cause water to flow back against the building nor create undue access points for rodents or other wildlife.
- D. The extended patio cannot impede the maintenance of utilities or drainage of grass swales or other ground drainage features. No extension or modification of a patio shall be over underground utility and irrigation lines.
- E. The unit owner must contact the utility, cable companies and Association's irrigation contractor, to identify the location of utility wires and irrigation piping. The unit owner is responsible for all repairs and expenses for any damage to the common elements, another unit, utilities or structures caused by the installation the patio.
- F. No plantings, storage, nor other things in violation of the general requirements of Section I or other applicable regulations, may be placed or used in these areas.

IV. Installation and Maintenance of Town Home Patios

- A. This section covers patios that a unit owner wants to have installed at ground level, outside of, but immediately adjacent to, the rear overall perimeter of the building structure, located at the rear of the townhome style units. Association approval is required in accordance with Section VI hereof for any such installation.
- B. Construction materials permitted are patio block, brick, or slate. No other materials may be used. Patios must be non-permanent and the permitted materials may only be placed on crushed quarry stone, granite dust, or similar mixture. No sand is allowed. Poured concrete is not allowed. Carpeting or rugs are not allowed. The patio may be bordered by a single course of pressure-treated wood, and shall be constructed in a manner designed to maintain its position.
- C. The patio, inclusive of any border, may not extend farther from the building's rear exterior wall than the end of whichever privacy fence extends the shortest distance from such wall. The patio may not exceed the "width of unit" which is defined as the area that is NOT within six inches of a neighboring unit. In the case of an end unit, the patio may not come within six inches of the end of the unit. This is intended to accommodate the potential installation of privacy fences.

If privacy fences are in place, then the entire width can be utilized. If at any time the Association must place or repair privacy fences, any additional cost of such work due to the existence of patio installed by the unit owner shall be charged to the unit owner and collected as a remedial assessment.

- D. The patio's height shall not exceed the thickness of the installed material above ground level, typically not more than four inches. The patio shall not be elevated, nor include any voids or open areas underneath the patio. This is to minimize the possibility of rodent or other wildlife harborage. The cost to remediate any infestation or rodent access gained to the common elements or another unit(s) as a result of such patio shall be the responsibility of the unit owner.
- E. In those very limited situations in which the topography of the ground related to the floor of the building is such that a step down of one foot or greater would be required to reach the surface of an otherwise allowable patio surface from the closest floor or slab level of the building, the unit owner may request the Association's approval of a raised deck. The raised deck, if permitted, may be constructed of the allowable materials, or of pressure treated wood as may be allowed by the Association. Any such request must include proposed methods to minimize rodent or wildlife access underneath the deck. This provision is not intended to be a general authorization for the use of elevated, wood or composite wood patios.
- F. The patio cannot impede the maintenance of utilities or drainage of grass swales or other ground drainage features and may not extend over any underground utility or utility irrigation lines.
- G. The unit owner must contact the utility, cable companies and Association's irrigation contractor, to identify the location of utility wires and irrigation piping. The unit owner is responsible for all repairs and expenses for any damage to common elements, another unit, utilities or other structure caused by the installation of the patios.

V. Installation and Maintenance of Materials in Recessed Patio Areas

- A. A recessed patio area is a limited common element associated with certain townhomes as built by the developer which is also referred to in certain original plans as a "covered patio." This area has as its floor a concrete slab, typically at or within several inches of the level of the adjacent part of the main building structure, is open to the exterior on its back, which back is aligned with the rear first floor structural wall of the overall building, with its inner side consisting of a patio door and adjacent wall, with the other two side walls being structural, and including doors to two externally-accessed storage closets. The construction materials are exterior in nature. This area is not part of the residential unit, nor may it be permanently enclosed so as to become part of an interior unit.

- B. The provisions herein related to recessed patio areas are separate and apart from those in Section IV which deal with Town Home Patios, provided that any requested action pertaining to both may be submitted as part of one request.
- C. The only construction materials permitted to be placed on top of the existing recessed patio's slab are patio block, brick, or slate. No other materials may be used. The existing concrete slab shall not be removed nor impacted. The installation of the construction materials must be non-permanent, and may be placed on crushed quarry stone, granite dust, or similar mixture if needed for leveling purposes, but not for the purpose of building up the height of the patio more than one inch. Sand may not be used in the installation of the covering materials. The resulting patio shall be pitched away from the building to drop ¼ inch per foot to promote drainage away from the building structure.
- D. In preparing the modification request, the unit owner shall consider and address the safety implications of any resulting step-down from the patio.
- E. The construction material installed may not be glued to the existing concrete slab, nor may the slab be drilled into. To prevent unsafe shifting, the construction material shall be held in place by means of a perimeter of pressure-treated lumber whose height shall not be above that of the main material, and whose pieces shall be screwed together as needed to maintain integrity. The pressure-treated lumber at the rear edge of the recessed patio may consist of approximately two by eight inch dimension, spiked into the ground to hold it in place, or held in place by pressure treated wooden posts driven into the ground, taking care that no utility lines are affected.
- F. The required perimeter lumber shall maintain a distance of six inches away from the three side walls of the recess, to discourage rodent or insect access and minimize moisture buildup against the building structure. No modification may inhibit the ability of the two storage closet doors from opening freely. If necessary, the doors may be replaced or cut at bottom, provided that their structural and weather resistant integrity are not impaired, and further provided that any opening created under the door shall be closed by a new sill, pursuant to the provisions of section 1 – 1 of Resolution # 2011-01-1. If desired for safety of stepping out of the unit's patio door, the portion of the new patio material immediately under the portion of the patio door that opens may directly abut the adjacent foundation or patio door's lower trim, provided that insect and rodent-proof flashing material is installed between the building and the patio material at that location.
- G. No carpeting material may be glued or otherwise affixed to the existing concrete slab or the new construction material. However, indoor-outdoor carpeting or rugs may be placed on top of such area provided they are maintained in good physical and visual condition and the color is harmonious with the exterior building, and that they do not impair the required six inch separation from the adjacent walls.

VI. Required Association Approvals/Construction

- A. In order to allow orderly review, approval requests shall be submitted to the Association at least six weeks in advance of the proposed construction, making use of the forms and instructions provided in the Modification Request Package included in the Appendix, as such forms may be revised from time to time. Therefore, unit owners should request current forms from the Property Manager. This Modification Request Package, together with the requirements prescribed in this regulation, includes:
1. Modification Request Form. A Modification Request Form must be completely filled out, providing full details as to the proposed work, including specification of materials, dimensions, and showing adjacent features including existing building, fences, and equipment. If a contractor is to be employed, the firm must be identified and a copy of an insurance certificate showing liability coverage for personal and property damages must be provided.
 2. License Agreement. A signed and notarized License Agreement with a forty three (\$43.00) dollar check made payable to the Mercer County Clerk. This instrument recognizes that the Association has granted approval of the modification, and that the unit owner is responsible for maintenance, repairs, damage to property, injury to persons and any resulting liabilities. The unit owner will be required to indemnify and hold harmless the Association from any resulting liability.
 3. Good Faith Damage Deposit Check for \$100. The \$100 payment will be returned when the Association determines that the modification has been completed in accordance with the Association's approval and that no damage has been done to the common elements.
- B. The Association will review the application and either take action or request additional or clarifying information. In the event that the Association's review should require engineering analysis of any nature, or legal analysis or action exceeding one half hour of billable time, the unit owner will be notified of the anticipated cost, which shall be the unit owner's responsibility to pay in advance of issuance of approval. The Board of Trustees, in reviewing the proposed modification/installation, will confirm that it conforms with the Governing Documents and the Association's rules and regulations. In addition, it may consider the impact of any proposed installation or modification on preservation of property rights of the Association's unit owners, the visual harmony of the development, the overall enjoyability of the community by its residents, the safety of its residents, and such other factors as the Board determines in its reasonable judgment.
- C. The unit owner must comply with all applicable federal, state and local laws, ordinances and regulations, and obtain any and all necessary permits and

approvals. A copy of any required permits and approvals must be provided to the Association prior to commencement of construction.

- D. **Construction Timing.** Once final approval has been granted for any installation or modification covered by this Resolution, work must commence within 90 days and must be completed no more than 30 days after the work commences. Failure to complete the work within 30 days may result in the Association taking action to complete or remove the modification at the unit owner's cost and expense. Upon completion of the installation/modification, the unit owner shall notify the Association that the work has been completed by delivering a Notification of Completion to the Association's Property Manager. An Association representative will then inspect the installation/modification.
- E. Unit Owners shall be responsible for maintenance, repairs and replacement of any modified or extended patios.

VII. Nonconforming Uses

Recognizing that several instances of patio or deck construction have existed for some years, for which readily available Association records do not show whether approval was sought or granted, but for which proper legal documentation is desirable, the Association adopts the following policy:

Any deck or patio which has been in existence for at least five years (as determined by reasonable conclusion based on inspection by the Property Manager or by production of construction invoices by the owner) without benefit of either a recorded License Agreement or written approval, and which does not appear to the Association to represent a safety hazard or impairment of reasonable maintenance or location or size standards prescribed herein, may be granted nonconforming approval provided:

- A. The Association will notify the unit owner that the unit owner must, within sixty days of notice, either produce a prior Association approval of the installation/modification or file an application for approval on the current Modification Request Form, together with a Maintenance Waiver, execution of a License Agreement and payment of a \$43 fee to record the License Agreement with the Mercer County Clerk. Upon completion of this process, the installation/modification will be considered approved. Any unit owner failing to file a request under this section shall be deemed to be in violation of the Governing Documents and this Resolution and shall be required to remove or remediate the existing installation/modification.
- B. As part of this process, any existing wooden deck, whether of pressure-treated wood or other material, shall be closely inspected to determine whether any insect or rodent issue exists, or if any impairment to building structure or siding exists, and any repair or replacement shall be promptly ordered. Said inspection shall be conducted within sixty days following receipt of, but prior to action on the Modification Request by the Board of Trustees for approval, by the Property

Manager, or, if necessary, by a construction, maintenance or engineering consultant at the unit owner's expense.

VIII. Penalties for Violations

Any construction, modification, or use which is not in conformance with this regulation, except as provided in Section VII above, shall be deemed in violation of the Association's Governing Documents and subject to enforcement action by the Association in accordance with applicable law, the Governing Documents, and the Association's rules and regulations, including, without limitation, the provisions of Resolution # 2010-February-16-1 related to penalties, enforcement and dispute resolution.

This resolution is effective immediately upon its adoption.

Adopted by the Board of Trustees on February 22, 2011.

APPENDIX

The following forms shall be used by unit owners to request modifications. The forms may be modified administratively by the Property Manager as deemed appropriate to promote efficiency or clarity of use, with notification to the Board of Trustees.

A copy of these forms along with a copy of this regulation shall be provided to any unit owner so requesting, and may also be made available on the Association's website.



AT LAWRENCEVILLE
Condominium Association, Inc.

1 Society Way, Lawrenceville, New Jersey 08648
Phone: (609) 896-9346 Fax: (609) 896-4942
www.SHLtoday.org Email: info@SHLtoday.org

February 2011

MODIFICATION REQUEST FORM FOR PATIOS

This form consists of three pages.

To the Board of Trustees:

In accordance with the Governing Documents of Society Hill at Lawrenceville Condominium Association, Inc., and in particular, Resolution # 2011-02-1 ("RESOLUTION CODIFYING AND UPDATING RULES PERTAINING TO INSTALLATION, USE, AND MAINTENANCE OF PATIOS AND BALCONIES, AND PROVIDING PROCEDURES AND PENALTIES RELATED THERETO") as may be amended, I hereby apply for permission to make the following modifications to the premises:

Date of Request: _____

Unit Address: _____

Owner Name and Address: _____

Home Phone: _____

Cell Phone: _____

E-Mail: _____

Installation or Modification of:

- Garden Apartment Patio
- Town Home Patio
- Recessed Patio Area Enhancement

Describe exactly what work approval is requested for, including full description of materials and appearance. Provide sketches, photos, proposals, manufacturer flyer, etc. Use additional paper if needed. If you fail to include something, it will not be encompassed in our review or approval:

Installer Name, Address, Phone, E-Mail: _____

I acknowledge that the Association must approve my request BEFORE any work can commence, and that completed work is subject to inspection.

I certify that:

1. I have received, read, understand, and the installation will fully comply with, all provisions of the Association's policy as stated in Resolution # 2011-02-1, as may have been amended, that I have provided a copy of the Resolution and this application to my installer, and that any installation made that is inconsistent with this application as approved shall be subject to removal and full restoration at my expense.
2. I accept that any installation made pursuant to an approval of this request will be completed as described, and maintained in good order, and that any costs incurred by the Association due to the installation shall be my responsibility to pay for or reimburse the Association for any such expense.
3. All applicable government codes and regulations will be followed and all necessary permits will be obtained at my expense.
4. I acknowledge that I am responsible for and I agree to hold harmless the Association, its agents, its representatives and its employees, for property damage or personal injury as a result of the above installation.
5. I understand that the Association has the right to record a notice of modification in the chain of title to my unit.
6. Following approval of this request, I agree to notify the Association at least two business days before any authorized work is to be performed, and to allow an Association representative to monitor the work and to conduct a post-completion inspection.
7. If approved, the installation must be started within ninety days of approval date and then completed within thirty days. If the installation is not completed within this time period, then re-submission of a new Modification Request Form to the Board for consideration is necessary before I proceed with the installation.
8. I agree that these conditions apply to my unit's property, and that they are binding on any future owner, and that I shall disclose these requirements to any future owner, who in turn will be similarly bound.

9. I have enclosed the required signed and notarized License Agreement, a check for \$43 payable to the Mercer County Clerk, a refundable good faith deposit for \$100 payable to Society Hill at Lawrenceville Condominium Association, Inc., and acknowledge that I am obligated to submit the Notification of Completion form.

Signed: _____ Witness: _____
Printed Name: _____ Witness Printed Name _____

Address: _____

Date: _____

ACTION BY THE ASSOCIATION:

- Approved as Submitted
- Approved Subject to Attached Requirements
- Disapproved as Incomplete or Non-Complying

NOTES OF CONDITION OR CLARIFICATION:

For the Association:

_____ **Date of Action:** _____

**LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF LIMITED COMMON ELEMENTS**

RESTRICTIVE COVENANT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2___ by and between SOCIETY HILL AT LAWRENCEVILLE CONDOMINIUM ASSOCIATION, INC. located at 1 Society Way, Lawrenceville, NJ 08648 (hereinafter referred to as the "Grantor") and _____ (hereinafter referred to as the "Grantee(s)", residing at _____ in the Township of Lawrence, County of Mercer, New Jersey.

WHEREAS, the Grantor is a Condominium Association duly organized under the laws of the State of New Jersey; and

WHEREAS, the Grantor is responsible for the administration of the common elements of the Association and is empowered to grant licenses for the use of same; and

WHEREAS, the Grantee is the owner of the unit within Society Hill at Lawrenceville known as _____ and which Unit was conveyed to the Grantee by Deed recorded in the Office of the Mercer County Clerk in Deed Book _____, Page _____; and

WHEREAS, the Grantee wishes to obtain a non-exclusive license to [construct] [install] a _____ [upon] a portion of the [common elements] [limited common elements] and has agreed to undertake for itself, its successors and assigns, the responsibility for maintaining, repairing, replacing and removing the said installation and repairing any common elements and/or limited common elements; and

WHEREAS, the Grantee has agreed to indemnify the Grantor with respect to any damage or injury to the common elements, other property and persons resulting from said installation.

NOW, THEREFORE, in consideration of the sum of FORTY THREE DOLLARS (\$43.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, for itself, its successors and assigns, does hereby grant a license to Grantee to install a _____ more particularly described in "Schedule A" attached to this document and made a part hereof subject to the following terms and conditions:

1. The _____ will constitute a limited common element as defined in the governing documents of the Society Hill at Lawrenceville Condominium Association, said limited common element being appurtenant to the unit described above.

2. The Grantee, for itself, its successors and assigns, will have the perpetual obligation and responsibility for maintenance, repair and replacement of the newly installed limited common element. Further, the Grantor shall have the right, at the Grantee's cost and

expense, to remove [and replace] the _____ when necessary for access to or maintenance of the common elements.

3. The Grantee, its successors and assigns covenant and agree not to alter or change the newly installed limited common element without the written approval of the Board or their designee, it being understood that the architectural covenants contained in the governing documents of the Association will at all times be controlling.

4. The Grantee shall be responsible for compliance with all applicable laws, ordinances and regulations, the Condominium's Master Deed, and Association by-laws and rules and regulations, as applicable, in connection with such installation, including, without limitation, compliance with local zoning codes and building codes. The Grantee shall be responsible to obtain all required permits and approvals. Prior to the commencement of the installation work, the Grantee shall deliver to Grantor a copy of the building permit and other evidence of compliance with applicable laws, ordinances and regulations as may be reasonably required by the Grantor. The Grantor makes no warranties or representations that the installation can be made in compliance with applicable laws, ordinances and regulations and the Grantee relies solely on its independent investigations in this regard. The Grantor will cooperate with the Grantee, at the Grantee's sole expense, in obtaining any required permits.

5. The installation and removal of the _____ shall in all respects be performed by a licensed and insured contractor in a good and workmanlike manner. The Grantor, or its representative, may supervise and/or inspect such installation and charge a fee to compensate the Grantor for the cost of such supervision and/or inspection. In addition, if the Grantee's installation will result in any penetration of the common elements or limited common element, the Grantee must furnish Grantor with as-built drawings upon completion of the installation.

6. The Grantee shall include the _____ under its current policy of insurance for the unit and shall provide proof of insurance to the Grantor prior to installation of the _____. The Grantee, for itself, its successors and assigns, hereby agrees to indemnify, defend and hold the Grantor harmless for any damage to person or property resulting or arising from the erection or use of the _____ pursuant to this Agreement, including, without limitation, expenses related to damage to the [common elements] [limited common element] and/or other property of the Condominium and claims, injury or damage of any persons.

7. The Grantee acknowledges that should actual construction adversely affect drainage or other normal usage of the common facilities or that of another unit, that at the undersigned's sole cost and expense, appropriate modifications will be made to the construction to eliminate these adverse effects.

8. The Grantee, for itself, its successors and assigns hereby agrees to indemnify, defend and hold the Grantor harmless for any damage to person or property resulting or arising from the installation of the limited common element pursuant to this Agreement.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, subject, however, to those rights of the Grantor contained in the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. and the governing documents of the Association, any existing and future amendments.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement on the date shown above.

ATTEST:

SOCIETY HILL AT LAWRENCEVILLE
CONDOMINIUM ASSOCIATION, INC.

Secretary

President

WITNESS:

Grantee

Grantee

STATE OF NEW JERSEY:

SS

COUNTY OF MERCER:

I certify that on _____, 20____,

Print Name & Address

_____, personally came before me and acknowledged under oath, to my satisfaction, that this person(s), the Grantee(s),

- (a) is named and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his/her act and deed.

A Notary Public of New Jersey
My Commission Expires _____

**Society Hill at Lawrenceville Property Manager
NOTIFICATION OF COMPLETION**

DATE: _____

I have completed work on the following alteration of the common elements:

and am ready to have the work inspected. I have completed the job in accordance with the Rules and Regulations of the Association.

Sincerely,

UNIT OWNER: _____

UNIT ADDRESS: _____

(The regulations below were adopted several decades ago to apply to modifications in general, and are included here for general background reference. More specific requirements subsequently adopted are applicable. All references to the Architectural Control Committee now refer to the Board of Trustees)

SOCIETY HILL AT LAWRENCEVILLE CONDOMINIUM ASSOCIATION, INC.

ARCHITECTURAL CONTROL RULES AND REGULATIONS

1. Unit owners shall NOT at any time make any structural additions, alterations or improvements in or to the units or make any changes, additions, alterations or improvements to the common elements without the prior written consent of the Architectural Control Committee and/or the Board of Trustees. The common elements constitute everything outside of the sheetrock in your unit as well as all bearing walls within your unit.
2. Unit owners must submit a written request to the Architectural Control Committee and/or the Board of Trustees specifying the exact nature of the change and the anticipated impact or effect of the change of the common elements. Requests should be mailed to Society Hill at Lawrenceville Condominium Association, 1 Society Way, Lawrenceville, NJ 08648 or completed at the Association website.
3. Unit owners must include with their written request all available pertinent information including but not limited to the name and addresses of proposed contractors or a statement that the owner will be doing the work himself, proof of availability of appropriate permits when permits are required, and any sketches, drawings, designs or blueprints.
4. Unit owners must also submit a signed copy of an agreement to hold the Association harmless for any damage to his/her unit caused by any change, addition, alterations or improvement in the unit or the common elements. The agreement, copy attached hereto, also renders the unit owner responsible for all claims, demands, actions or causes of action of every nature and character whatsoever in law or equity for loss, damage or injury to any and all persons or property arising out of the making of such alterations, additions and/or improvements, to their unit or the common elements. When the work is being performed by a contractor, an insurance certificate showing liability coverage for personal and property damages is also required.
5. The Architectural Control Committee and/or the Board of Trustees shall review all requests and provide a written decision either approving or disapproving the

request and stating any limitations or conditions on approval. Every effort will be made to render a decision on written requests within two (2) weeks of receipt by the Architectural Control Committee and/or the Board of Trustees. If additional information or extensive investigation is required to reach a decision, the committee reserves the right to extend the response time, and will so notify you.

6. Unit owners must retain the written approval as proof of authority to make the change, alteration, addition or improvement as requested.
7. The Architectural Control Committee and/or the Board of Trustees shall have the right to request a good faith deposit with each request submitted. The amount of this deposit is dependent on the nature of the request, and will be determined by the Architectural Control Committee and/or the Board of Trustees. This deposit will be held, and will be returned interest free when the Committee and/or Board determines that all regulations have been adhered to and no damage has been done to the common elements.
8. Unless otherwise stated in the specific "Regulations Agreement," all projects must be completed within thirty (30) days of the agreed upon project start date. Unit owners must return the "Notification of Completion" to notify the Committee and/or the Board that the project is complete and ready for inspection. Requests are subject for reapproval by the Committee and/or the Board after the agreed upon timeframe.
9. Dependent upon the nature of the alteration, unit owners may also be required to submit a signed, notarized "Restrictive Covenant." This document will inform future buyers of the particular unit that the alteration to the common elements was performed by the unit owner, that the Association will not be responsible to maintain it, and that if the unit owner fails to maintain it, the Association has an easement to do so and will assess the cost against the unit. The document will be filed in the county records.
10. No lights may be installed on or above the common elements. This applies to all types of lighting and covers both permanently installed and temporary (removable) lighting. Requests that include patio lights will be denied.