



# Four Corners HOA Community Rules

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**INTRODUCTION**

A successful collectively owned community requires that each individual Homeowner has a sense of responsibility for the entire community. Additionally, it is important that the rules and regulations governing the community are fully understood by all Homeowners and that their conduct is reflective of this understanding. The purpose of this booklet is to provide an easy reference to the rules of the Four Corners Homeowners Association (HOA).

THE HOMEOWNERS SHALL COMPLY WITH ALL RULES HEREINAFTER SET FORTH. IF ANY OF THESE RULES CONTAINED IN THIS DOCUMENT CONTRADICTS THE OFFERING PLAN'S RULES, THE OFFERING PLAN'S RULES SHALL PREVAIL. THESE RULES ARE, AND MAY BE IN ADDITION TO THOSE DEFINED IN THE OFFERING PLAN.

*The HOA Board of Directors reserves the right to alter, amend, modify, repeal, or revoke these Rules and any consent or approval given hereunder, at any time, by resolution by the Board of Directors.*

Because a Homeowners Association combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his or her neighbors and his or her own obligations. These Rules are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe and valuable environment for all.

**PLEASE READ THESE RULES AND REGULATIONS WITH YOUR CHILDREN  
SO THEY KNOW WHAT IS EXPECTED OF THEM.**

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## **ENFORCEMENT OF RULES**

The HOA may assess fines and/or take legal action to enforce compliance with the rules and regulations of the community. The Board has the right to remove or repair any unapproved installations or alterations, and the Homeowner will, in turn, be required to reimburse the HOA for all associated costs, plus interest. Fines will be preceded by a letter and/or by electronic mail (email) of a warning specifically identifying the infraction and formally requesting a resolution. All fines and fees shall be treated as assessments which must be paid within 30 days. Unpaid common charges and fines may result in a lien being placed against the home, and loss of common area use of the facilities, pool, Clubhouse, and recreation areas. The HOA may impose fines up to \$100.00 per violation and levy suspensions of the common area facilities for a minimum of thirty days for rule violations. The HOA can also suspend a Homeowner indefinitely until all fines are paid. If a home is rented, the Owner of the home is responsible for the Tenant's actions and the fines will be assessed against the Owner. Tenants will be denied use of the common area facilities if the Homeowner is not current with common charges. Please be advised that prior to assessments all fines will be subject to the approval of the Board of Directors.

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## APPEARANCE AND COURTESY

The HOA regulates all construction and property improvements in the interest of keeping with community standards and in the best interest of property values. Be advised, should a Homeowner make any alterations or installations affecting the exterior of a home and/or the limited common elements without the express written consent of the Board, the Board of Directors reserves the right to remove said alterations or installations at the Homeowner's expense and assess fines.

1. No sign, notice, or display advertisement may be inscribed or exposed on any exterior part of the home, or on any portion of the common elements which is readily visible from the exterior, unless approved by the Board of Directors.
2. Small decals for alarm systems or child fire safety may be affixed to the interior surface of windows. Security signs, no larger than 10 inches, may be placed in the landscaped areas of your home. Homes with electric fences must display a sign in a visible area.
3. Holiday decorations should be restricted to the Homeowner's immediate area and must be removed 2 weeks after the holiday. *(Special requests outside of these parameters must be submitted to Management prior to said holiday)*
  - **Halloween** - decorations can be set up two weeks prior. Decorations must be deactivated by Nov 1 and removed by Nov 7.
  - **Christmas** – lighting / decorations can be set up one week before Thanksgiving but cannot be activated until Thanksgiving. Lighting / decorations must be deactivated by Jan 7 and removed by Jan 14.
  - **All noise making decorations must be turned off by 11pm daily.**
4. Exterior party decorations should be restricted to the Homeowner's immediate area and must be removed 24 hours after the event.
5. No above ground pools are permitted.
6. Hot tubs / spas or saunas may be installed on your property with Architectural Review Board (ARB) authorization.
7. Firewood must be neatly stacked on a raised platform in the rear of the property and away from the foundation. Up to a half cord of wood may be stored in other locations of the property if its location "relates favorably to the neighborhood's existing character, maintains community standards and is respectful to surrounding neighbors."
8. Trash containers must be covered at all times. Containers for trash and recycling are to be placed at the curbside, not before dusk of the day preceding a scheduled trash pickup, and not on lawn areas. Trash and Recycle containers must be stored within 24 hours of pickup in a manner that "relates favorably to the neighborhood's existing character, maintains community standards and is respectful to surrounding neighbors."
9. Homeowners are responsible for maintenance of their property. This includes, but is not limited to, weekly (or as needed to be kept neat) lawn mowing and watering, foundation plantings (including weeding, dandelion control and mulching) and snow/ice removal of their walkway, driveway, the sidewalk adjacent to their property and fire hydrant(s), if applicable *(See Snow / Ice Removal Section for rules governing removal)*
10. Homeowners are responsible for all interior and exterior components of their homes.
11. Any landscaping alterations, additions, or removal (including flowerbeds, shrubbery, plants, landscape lighting and mulch) must have prior Board or ARB approval. If changes are made without the express written consent of the Board, the Homeowner may be required to return the landscaping to its original condition at his or her expense.
12. Flowering plants such as annuals or perennials may be planted in the beds around the homes.
13. Homeowners shall comply with the rules and regulations set forth by the Association and the Town of East Fishkill in connection with the protection of wildlife and the ecosystem in the Community and surrounding areas, including, without limitation, restrictions on their activities in and around the wildlife protective barriers and use of chemical fertilizers.

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14. Children's play equipment, bicycles, lawn furniture, and any other personal items must be removed from **common areas** immediately after using these items.
15. No clotheslines or drying apparatus shall be erected outside of a home.
16. Homeowners may display a flag not exceeding 3' x 5'. Larger flags and poles must be approved by the ARB.
17. Mailboxes cannot be altered in any way.
18. Landscape mulch must be brown or double shredded black mulch. Red mulch and/or stone is not permitted.

## **AUTOMOBILES / PARKING / GARAGES**

1. Homeowners must park in their garages and/or on their driveways. No parking on sidewalks or lawns.
2. No commercial vehicles, trailers, recreational vehicles, boats, ATVs, snowmobiles, lawnmowers, or unlicensed vehicles may be parked or stored anywhere on HOA common property or for longer than three days on individual home properties.
3. Please notify the BOD if you will have a dumpster parked in your driveway for longer than two weeks. Dumpsters should not be parked for extended periods in your driveway. Dumpsters may not be placed on the street or on HOA property.
4. Garage doors should not be left open for extended periods of time.
5. Only vehicles considered roadworthy by the New York State Department of Motor Vehicles (properly licensed, insured, and inspected) are permitted on the HOA roads, and driveways.
6. No gas and/or electric operated off-road vehicles may be ridden or driven anywhere within the community including but not limited to, go-karts and minibikes.
7. No Parking on all streets from 12 a.m. to 6 a.m. from Jan 1 to Dec 31. Violators may be fined and/or towed at their own expense.
8. Town Snow Ordinance requires No Parking on roads from Nov 1 - April 15. Violators may be towed at their own expense.

## **COMMON AREAS**

1. Common Areas in the community are the responsibility of the HOA including, but not limited to, landscaping, snow removal and snow management, retaining walls, signage, and fencing. Homeowners may not encroach upon or remove any walls, fencing, signs or trees from the common area, unless permission is granted by the HOA Board.
2. Care of common area property will be performed in compliance with the regulations as outlined by the New York State Department of Environmental Conservation (DEC) and the Environmental Protection Agency. There will be five lawn care treatments. As a precautionary measure, all residents and their pets are advised to stay off the lawn for at least 24 hours.

## **COMMON CHARGES / SALES / LEASES / FEES**

1. Payments are due on the first day of the month.
  - a. There is a 10-day grace period after which, on the 11th day, a late fee will be charged.
  - b. A fee will be charged for bounced checks.
  - c. In addition, all unpaid common charges, and surcharges act as a **lien on your home** and must be paid before a home can be sold or rented.
  - d. Buyers must also pay an additional HOA fee that is twice the total cost of maintenance and reserves fees collected monthly, as a working capital contribution to the Four Corners Homeowners Association.
  - e. If renting, the owner shall pay a one-month fee consisting of maintenance and reserve fees to the HOA. There is also a transfer fee of \$150.00 payable by the seller to prepare the necessary paperwork

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for closing, payable to the Managing Agent.

- f. The Four Corners Board of Directors reserves the right to contact all relevant Credit Agencies and report any Homeowner who is in arrears of 3 months or more.
2. The costs and expenses of operating the Homeowners Association and of making capital improvements (Association Assessments), if any, shall be allocated equally among the homes in the Community except that the fourteen (14) Middle Income Homes (Home numbers 7, 20, 23, 24, 37, 56, 79, 83, 86, 148, 151, 203, 211 and 212) will pay 50% of the Association assessments.
3. Sale / Rentals: The Board of Directors and the Managing Agent must be notified of any resale and/or the rental of any home. An executed copy of a lease or contract along with the "Rental Provision" form must be submitted. Homeowners who sell their homes must provide the new owner with all the FOB keys purchased for or assigned to that home to the Clubhouse. Additional FOBs are available at a cost of \$50.00 per FOB. Owners who do not follow these regulations will be fined and their tenants will be denied use of recreation facilities. In addition, tenants are expected to conduct themselves in accordance with the rules and regulations of the community. Infractions of the HOA rules and regulations will result in fines assessed against the owner of the tenant's home. In order to rent their home, Homeowners must be current on all their common charges.

## **HOA ARREARS POLICY**

Once a Homeowner goes into deep arrears (dollar value equaling 3 months HOA Fees) the following actions will be taken by the Board.

1. Trash Collection stops. In addition, the Homeowner will lose the privilege of the Four Corners HOA group discount and going forward the Homeowner will need to arrange for their own trash collection.
2. The Homeowner will continue to acquire late fees as per section 1A of the COMMON CHARGES / SALES / LEASES / FEES section.
3. The Homeowner's FOB will be deactivated and Clubhouse / Pool privileges and access will be suspended. The Homeowner and members of their family cannot be guests of another Homeowner in good standing (*see Suspension and Bans section*). Upon confirmation from the Managing Agent that the Homeowner's balance is back to current, privileges will be reinstated within ten days of such notification.

## **PROPERTY**

1. Walkways leading to home entrances, decks and patios may not be altered in any way without the written consent of the Board of Directors or ARB. Maintenance of the decks and patios is the responsibility of the Homeowner.
2. Items such as bicycles, baby carriages, scooters, motorcycles, statues and other structures (decorative or non-decorative) including but not limited to doghouses, windmills, etc. are not permitted to stand on front entrance porches and are to be stored unobtrusively. For special consideration, please submit an ARB request.
3. No nuisances shall be allowed upon Properties, nor shall the use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
4. No improper, offensive or unlawful use shall be made of the common properties or any part thereof, and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.

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## SNOW / ICE REMOVAL

1. It shall be the duty of the Homeowner to keep the sidewalks and fire hydrants adjacent to their property free from snow and ice for the full paved width of the sidewalk. Sidewalks must free of all snow and ice within 12 hours after the end of snowfall. For the safety and well-being of our community members, this paragraph **will** be considered the Homeowner's **warning**. *There will not be a preceding letter / email prior to a fine being issued for failure to adhere #1 of this section.*
2. Driveways and walkways are expected to be maintained free of all snow and ice. In the event it is not, a warning may be issued with a timeframe to rectify. If the Homeowner is going to be out of town, they should notify Management of their plans to be in compliance.

## NOISE

1. Any unreasonably intrusive noise within the community between the hours of 9:00 p.m. and 7:00 a.m., Monday through Friday, before 8:00 a.m. and after 9:00 p.m., Saturday, and 12:01 a.m. to 11:59 p.m. on Sunday, is **prohibited**.
2. Construction work, including but not limited to the operation of mechanical machinery or equipment, blasting, grading, leveling and excavating, between the hours of 9:00 p.m. and 7:00 a.m., Monday through Friday, before 8:00 a.m. or after 9:00 p.m., Saturday, or between the hours of 12:01 a.m. and 11:59 p.m. on any Sunday or recognized holiday, is **prohibited**.
3. The operation of gasoline-powered lawn mowers, leaf blowers or other gasoline-powered lawn or garden equipment or construction tools between the hours of 9:00 p.m. and 7:00 a.m., any weekday, before 8:00 a.m. or after 9:00 p.m., Saturday or any holiday, or before 8:00 a.m. or after 9:00 p.m., Sunday, is **prohibited**.
4. No person shall keep or harbor a dog which howls or barks in violation of this section.
  - a. It shall constitute a violation of this section if the howling or barking occurs and is audible beyond the property line of the premises on which the dog is located:
    - i. For more than five consecutive minutes repeatedly, repetitiously, habitually between the hours of 10:00 p.m. and 8:00 a.m.; or
    - ii. For more than 15 consecutive minutes between the hours of 8:00 a.m. and 10:00 p.m.; or
    - iii. For a shorter duration than cited above, but on more than five occasions within a given ten-day period if attested to by complaints from two or more separate properties. It shall be a defense to such violation if the owner of the dog proves by a preponderance of the evidence that the only reason the dog was howling was that the dog was being provoked by a person or was otherwise being incited, or was acting as a guide dog, hearing dog, service dog or police work dog.

*"Consecutive" for this section will mean either intermittent or continual.*

## INSURANCE: (HOMEOWNER & COMMON AREAS)

All Homeowners are responsible for insuring their homes. Please consult an insurance professional for more information. The HOA Board of Directors insures all the common areas, clubhouse, pool, recreation facilities, and open space.

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## SUSPENSIONS & BANS

When a Homeowner receives a suspension, either due to a violation of the rules in this handbook, the bylaws or by non-payment of HOA fees, the following points are valid.

1. All members of the household, including children, are subject to the suspension and loss of access to the Clubhouse, Pool & Outdoor facilities.
2. All members of the household cannot enter the Clubhouse or Pool as a guest of another Homeowner.
3. Reinstatement of access to the Clubhouse & Pool happens once the suspension is complete and/or the Homeowner's HOA Fee balance is back to current. The FOB reactivation will take place as per the schedule defined in section HOA ARREARS POLICY.

## PET RULES

1. Non-domestic animal life may not be raised, bred, or kept on properties, or in the Common Elements.
2. Restricted dogs including, without limitation, Pit Bull, Doberman pinscher, Rottweiler, German Shepherd, American Bulldogs, Cane Corso, or Mastiff breed dogs of any mixture, are not permitted to be raised, bred, or kept in any home or on the common elements.
  - a. Notwithstanding the above, the Board of Directors, in its sole discretion, may grant exceptions to the above prohibitions if residents can provide satisfactory evidence certifying that their dog has successfully completed proper training, by a reputable, licensed trainer, so that the dogs are not considered dangerous. In such instances, residents may keep such dogs provided these dogs have been properly registered with the Board of Directors and the Town of East Fishkill, and all other rules concerning dogs, fencing (see below) and leashing are complied with. The Board of Directors, in its sole discretion, reserves the right to rescind any such exception if circumstances warrant.
  - b. All residents and homes with approved restricted dogs must have physical fence lots, in their back or side yards that effectively and entirely prevent dog(s) from leaving the fenced in area and that have been approved in advance and in writing by both the Town of East Fishkill and the Association through its architectural review process.
  - c. All homes with electric fences must have visible signage, prominently notifying others that an electric fence is present. Electric fences must be placed in the backyard. Electric fencing must be at least three (3) feet away from any sidewalk. New electric fences must be installed 6ft from the property line or three (3) feet away from the sidewalk and MUST have ARB approval.
  - d. Any restricted dog, currently in a home as of this date, is considered grand-fathered in and not subject to the above restrictions except for dogs that have a history of aggressive behavior, biting, etc., and which instance of aggressive behavior, biting, etc., has been reported to the Town of East Fishkill Police Department and/or the Town of East Fishkill Animal Control Officer AND to the Board of Directors. Such dogs are not allowed outside the home or on any common area unless they are leashed and under the direct supervision of an adult who can control and supervise the dog. Additionally, residents with such dogs will be required to comply with Paragraph number 3 above and will be subject to any other guidelines and architectural review standards hereafter established by the Board of Directors. Such residents will be notified by the Board of Directors and will have 30 days from the date of notification to comply with the requirements set forth in this notice.
3. Pets may be maintained in a home if they are not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, barking, crying, scratching, unhygienic offensiveness, and aggressive behavior.
4. All pets must be registered by Town and State code and inoculated as required by law.

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5. No pet shall be left unattended for any amount of time.
6. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
7. Pets must be leashed and accompanied by an adult whenever off your property. There will be no use of extended leashes on dogs in Common Areas.
8. No dog houses or enclosures (e.g., dog runs) are permitted on the property.
9. Pets are not permitted in any area which may be designated as "no pet areas" by the Board of Directors. Pets are not permitted inside the Clubhouse or pool area and may not be tied up outside those areas.
10. Any owner of a pet permitted in or about the community is obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents.
11. Owners of pets walked in or about the community must promptly clean up their pet's droppings at all times. If a Homeowner fails to "curb their pets", a warning may be issued, followed by a fine.
12. Homeowners must comply with the Town of East Fishkill dog ordinances. If Homeowners have a complaint they should contact the Town of East Fishkill Animal Control, or the Managing Agent (in writing).

## CLUBHOUSE RULES

### HOURS OF OPERATION

Sunday through Thursday: 5 a.m. – 10 p.m.

Friday and Saturday: 5 a.m. – 2 a.m.

1. **Security**
  - a. **Keys:** Homeowners are issued two FOBs to the Clubhouse (per household) when purchasing a new home. If FOBs are lost/stolen or broken, they can be replaced at a cost of \$50.00 each by contacting the Managing Agent and should also be reported to the Board of Directors at ([fourcornersbod@gmail.com](mailto:fourcornersbod@gmail.com)) so the FOBs can be deactivated. Checks should be made payable to the **Four Corners HOA**. The FOBs have a microchip in them that identifies the Homeowner and keeps a log of who has entered the facility. The Clubhouse can only be accessed during hours of operation (see above).
  - b. **Security:** The Clubhouse has an alarm system and is monitored 24/7 by surveillance cameras. Tapes may be reviewed by the Security Committee, Board members and/or the Managing Agent in case of any problems.
  - c. Residents **must** have their FOBs to gain entry to the Clubhouse. Use of FOBs or staying after closing hours will activate the Clubhouse alarm. If a Homeowner or their guests trigger the alarm, a warning may be issued. All subsequent violations caused by the same Homeowner or their guests may result in the suspension of Clubhouse access.
  - d. **Homeowners must refrain from granting access to the Clubhouse to other Homeowners or persons wanting access.**
  - e. Owner(s) must accompany their guests when utilizing the Clubhouse facilities.
  - f. Owners who rent their homes to "long term renters" can authorize the renter to utilize the Clubhouse without the Owner's presence.
  - g. Owners who abuse Clubhouse access privileges by allowing guests to access the Clubhouse facilities without the Owner(s) being present or by circumventing access privileges in any way will have their access privileges revoked for a minimum of thirty days.
  - h. Nannies, coaches, teachers, etc., must register with the Board of Directors in order to be granted access to the Clubhouse.

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2. **Guests**
  - a. Guests are considered those who do not live on site. Any guest that is not living on site must be registered to use the facilities. A suspended Homeowner (or residents of their household) cannot be the guest of another Homeowner in good standing.
  - b. The maximum number of guests is **five** per address. Guests must be accompanied by a Homeowner at all times.
  - c. Children are not allowed guests without a registered supervising adult present.
3. **Children**
  - a. The health and safety of our children is of the utmost importance to the Board of Directors of your HOA.
  - b. Children under the age of 14 are to be supervised while in the Clubhouse. Supervision is defined as follows:
    - i. 10 and under: Being in line of sight of a responsible parent, guardian, or supervising adult.
    - ii. 11-14: A responsible parent, guardian, or supervising adult being present within the Clubhouse.
    - iii. Children ages 14 to 16 can be in the Clubhouse without a parent, guardian, or supervising adult but parents are responsible for their child's actions while in the Clubhouse.
    - iv. Children under the age of 16 are **not** permitted to have guests in the Clubhouse.
    - v. Children between 16 and 18 are allowed *two* guests in the Clubhouse without a parent, guardian, or supervising adult but parents are responsible for their child's actions while in the Clubhouse.
  - c. Children under age 16 are not permitted to use the steam room and sauna.
  - d. Children under age 16 are not permitted to use the fitness center.
4. **Attire** - Proper attire must be worn at all times in the Clubhouse. Walking with wet bathing suits in the Clubhouse is prohibited.
5. **Lockers**
  - a. Lockers are available for personal belongings - use them at your own risk. The HOA is not responsible for lost or stolen items.
  - b. Please remove all personal items when leaving the Clubhouse.
6. **Prohibited Items** - No bicycles, tricycles, riding toys, roller skates, skateboards, hoverboards, etc. are allowed inside the Clubhouse or on the outside porches and patios. They are to be left at the bike rack.
7. **Pets** - No pets are permitted inside the Clubhouse and may not be tied up outside.
8. **Smoking / Vaping** - This is a smoke free campus.
9. **Behavior**
  - a. Use of obscene, profane, vulgar, derogatory, demeaning, or threatening language or gestures is strictly prohibited. This may result in fines and suspension from the facility.
  - b. Please leave the Clubhouse as you found it. Close and lock all windows and doors, turn off lights and report any problems to the Managing Agent.
10. **Commercial Usage** - The Clubhouse may not be used for commercial uses or ventures unless approved by the HOA Board.
11. **Suspension**
  - a. Homeowners and/or Tenants who are past due in their common charges will be denied use of the Clubhouse until their charges are brought back to current.
  - b. Homeowners, Tenants and their guests that are in violation of the rules may be denied use of the Clubhouse for a minimum of thirty days.

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## CLUBHOUSE BUSINESS USE

No resident is permitted to run a business (personal training / coaching / personal business / meetings / organizations, etc.) out of the Clubhouse based on the rules and regulations as stated in the Offering Plan. The Ballroom is available to rent for the above uses

## CLUBHOUSE TOWING POLICY

Vehicles cannot be left overnight in the Clubhouse parking lots, or on HOA owned streets / lanes. Vehicles in violation are subject to towing at the owner's expense, as per signage.

## CLUBHOUSE BALLROOM RENTAL

The Four Comers HOA allows the use of the Clubhouse Ballroom for private functions. The use of the Clubhouse Ballroom shall be limited to Homeowners and their guests. The rooms included in the reservation are the ballroom, kitchen and bathrooms **only**. No other areas of the Clubhouse including but not limited to the reception area, bar area, WIFI room, movie room, game room, fitness center, basketball court, the pool area and its surroundings are permitted. The Homeowner reserving the facility for private functions must be present during the function and is responsible for all damages.

1. **Reservations and Cancellations:** A reservation will be accepted and confirmed, no later than two weeks prior to the event, upon receipt of a signed contract and all required fees. If the function is cancelled within seven days, the usage fee is non-refundable.
2. **Reservation Procedure:**
  - To reserve the Clubhouse Ballroom, forms may be obtained from:
    - The Managing Agent
    - The Four Comers HOA website
  - Completed forms should be sent to the Managing Agent.
  - The Managing Agent will confirm reservations upon receipt of all fees and deposits.
3. **Usage Fee:** The fee for using the Clubhouse Ballroom is \$350.00. The Homeowner must place the usage fee and security fee in their name.
4. **Security Fee: A \$1,000.00 security deposit is required**, along with the rental fee and signed contract, to ensure that the Clubhouse Ballroom furnishings are not damaged or missing after the use by the Homeowner for a private function. The cost of repairing or replacing any items will be deducted from the \$1,000.00 deposit. In the event the cost of repairing or replacing is in excess of the \$1,000.00 deposit, the Homeowner agrees to pay the complete costs of the repair or replacement, whether performed by Four Comers or an outside contractor. The cost will be due when billed, and by this agreement, the Homeowner understands and agrees that the costs will be added to their common charges and are enforceable and collectible as common charges for the HOA. The decision as to the damage and cost of the repair of the damage will be made by the Four Comers Homeowners Association Board of Directors in its sole discretion. If the Clubhouse Ballroom is clean and there is no damage, the \$1,000.00 security deposit will be returned to the Homeowner.
5. **Primary Entry / Exit Access:** Homeowners and their guests are to use the Ballroom side exterior door entrances, **NOT** the Clubhouse main entrance. If the Clubhouse main doors are used and/or propped open for entry to the event, a fine may be issued.
6. **Inspections:** One day prior to the day the Clubhouse Ballroom is to be used, the Homeowner is required to participate in a "walk-through" with a designated representative of the HOA, who will fill out an inspection report on the condition of the Clubhouse Ballroom. A "post use" inspection must be made by the Homeowner and a designated representative of the HOA, as per contract.
7. **Cleaning:** The cleaning of the Clubhouse Ballroom after the function is the responsibility of the Homeowner and includes emptying the refrigerator and disposal of all trash from the inside of the

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Clubhouse Ballroom to the dumpster. Trash left by guests in the parking lot or other areas of Clubhouse Ballroom is the responsibility of the Homeowner and must be removed. This shall be done prior to the "post use" inspection. When leaving the Clubhouse Ballroom, the lights, water faucets, and fireplaces must be turned off. The windows and doors must be closed and locked.

8. **Smoking:** This is a smoke free campus.
9. All furniture, including chairs and tables in the Ballroom, must be returned to the original position at the end of the event.
10. **Music:** Any music played, whether live or electronic, must be within the confines of the Clubhouse Ballroom and at reasonable levels.
11. **Decorations and Helium Balloons:** No decorations shall be attached to any walls or ceilings that will permanently disfigure any surface. Helium balloons are not permitted inside or outside the Clubhouse Ballroom. Only regular air-filled balloons are permitted. No decorations, of any kind, are allowed to be attached to chandeliers.
12. **Smoke Machines:** Machines that set off smoke detectors and fire alarms are not permitted.
13. Homeowners will agree to hold the Four Corners Homeowners Association harmless.
14. A resident Homeowner must be in attendance for the duration of the rental. Homeowners are not permitted to rent the ballroom for non-residents.
15. **Cancellation** - If for any reason a resident cancels their rental within fourteen days of the event date the rental fee **will not** be refunded.

## **FITNESS CENTER**

1. The Fitness Center is available for the use of Four Corners residents.
2. Children under the age of 16 are not allowed in the Fitness Center.
3. There is a thirty-minute time limit on all equipment (unless no one else is waiting).
4. All equipment must be sprayed and wiped down after each use.
5. Please leave the Fitness Center in the same condition as it was prior to your use.
6. Proper attire, including shirts, must be worn at all times in the Fitness Center.
7. Please report damages in the Fitness Center or its equipment to the Managing Agent or to the Board of Directors.
8. The HOA is not responsible for lost or stolen items. Lockers are available for personal belongings - use them at your own risk.
9. Only non-breakable beverage containers are permitted.
10. When leaving the Fitness Center, please turn off lights, close and lock windows, and doors.
11. Radios are not permitted without the use of personal earphones.
12. Use of obscene, vulgar derogatory, demeaning, or threatening language or gestures is strictly prohibited.

## **BASKETBALL COURTS - INDOOR / OUTDOOR**

**Hours of operation: Sunrise to sunset**

1. Proper attire must be worn at all times in the basketball courts.
2. No smoking, drinking of alcohol, or glass containers of any kind are permitted.
3. Use of obscene, profane, vulgar, derogatory, demeaning, or threatening language or gestures is strictly prohibited. This may result in fines and suspension from the facility.
4. Guests must be always accompanied by a Homeowner. Five guests are permitted per Homeowner. A Guest is considered those who do not live on site.
5. After using the basketball courts, please remove all garbage and throw it into the receptacles.
6. No bicycles, toys, skateboards, or similar items are permitted on the basketball courts.
7. The use of the basketball courts is on a first come, first served basis unless Homeowners have

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previously reserved the court for one hour.

8. Children under the age of 14 must be accompanied and supervised by an adult when using the inside basketball court.
9. No pets are permitted on the courts.
10. Only athletic sneakers are permitted on the courts. Black-soled shoes, leather soles, and any other inappropriate footwear which may damage the court surface are prohibited.
11. Radios are not permitted without the use of personal earphones.

## **TENNIS COURTS/ PICKLEBALL**

**Hours of operation:** Sunrise to sunset

1. The use of the tennis courts is on a first come, first served basis unless Homeowners have previously reserved the court. One court permitted per Homeowner.
2. Proper attire must be always worn on the tennis courts.
3. No smoking, consumption of alcohol, or glass containers of any kind are permitted.
4. Please leave the tennis courts clean. Use a trash container for refuse.
5. Guests must be always accompanied by a homeowner. Guests are those who do not live on site. Guests must be registered at the front desk to use the facilities.
6. No bicycles, toys, skateboards, or pets are permitted on the tennis court.
7. Use of obscene, profane, vulgar, derogatory, demeaning, or threatening language or gestures is strictly prohibited. This may result in fines and suspension from the facility.
8. Radios are not permitted without the use of personal earphones.

## **PLAYGROUND**

**Hours of operation:** Sunrise to sunset

1. All children must be accompanied and supervised by an adult.
2. No smoking or drinking alcohol is permitted.
3. Playground use is limited to Four Corners owners and their guests only.
4. Children over the age of 12 may not use the playground.
5. Play at your own risk.
6. No roughhousing or foul language.
7. Ball playing, scooters, skates, or bicycles are not permitted in the play area.
8. No glass containers are permitted. Please remove all garbage when leaving.
9. No pets are allowed in the playground area, except for service animals.
10. Radios are not permitted without the use of personal earphones.

# POOL - MEMBERSHIP, HOURS OF OPERATION, GUEST POLICY, RULES AND REGULATIONS

## Membership

Membership is limited to registered residents of the Four Corners Homeowners Association.

1. Anyone not listed in the HOA ownership directory will be considered a guest.
2. Guests will not be permitted entry to the pool unless accompanied by a Homeowner.
3. Upon entry, the community member must sign in at the pool.
4. Homeowners who have not paid their common charges, or are in violation of the rules, will be denied entry to the pool and Clubhouse. This applies to owners, their tenants and/or guests.
5. Entry into the pool may be refused to anyone with skin abrasions, colds, coughs, inflamed eyes, infections, or those wearing bandages.

## Hours of Operation *(weather permitting and Pool Attendant availability)*

The pool will be open on the Saturday of Memorial Day weekend through Labor Day. *(Hours of operation are subject to change)*

- Memorial Day through June 30 - 10:00 a.m. to 8:00 p.m. weekends ONLY
- May 27 through June 30 - 12:00 p.m. to 8:00 p.m. weekdays ONLY
- July 1 through August 13 - 10:00 a.m. to either 7:30 p.m. or Dusk, whichever comes first; Open DAILY
- August 14 - September 4 - 10:00 a.m. to 7:30 p.m. DAILY. If public school returns prior to Labor Day, the pool will be open on weekends ONLY.

***NO SWIMMING IS PERMITTED AFTER DUSK OR WHEN POOL IS CLOSED.***

## Pool Attendants

The Pool Attendant's on duty is the authority in interpreting and applying all safety rules and regulations. Proper conduct and the adherence to the following rules is necessary to insure the pleasure and comfort of every resident. The Pool Attendant also has the authority to remove people from the pool area and to call the police if necessary. Residents and guests with problems or complaints that cannot be handled satisfactorily are to call the Managing Agent.

## Guest Policy

- **Five guests** are permitted **per address** at the pool. Guests must be signed in via the FOB associated with the address.
- Pool guest policy follows the same guidelines as the Clubhouse guest policy.
- Guests are subject to all rules and regulations. Homeowners are responsible for the supervision and conduct of their guests.
- Homeowners must be at the pool at all times while their guest(s) are present at the pool.
- Children under the age of 16 are not allowed guests without a supervising adult present.
- Children between 16 and 18 are allowed two guests at the Pool without a parent, guardian, or supervising adult but parents are responsible for their child's actions while at the Pool.

## Safety, Health & General Rules of Conduct

1. **POOL ENTRY** - Residents **must** use their FOBs to enter the pool gate and properly sign in. Please enter the pool area through the entrance gate. Please do not grant access to other members of the HOA.
2. **SWIM AT YOUR OWN RISK.** Pool Attendant must be present while the pool is in use. The HOA contracts with a pool company to have attendants present while the pool is open; due to staffing shortages, there

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may be times when a pool attendant is not on duty but the pool will be open. Please exercise care when the pool attendant is not on duty.

3. **NO DIVING ALLOWED.**

4. Children under 14 years of age **MUST** be accompanied by a parent, guardian, or supervising individual over the age of 18 unless prior authorization is received from the board. This adult is responsible for the child/children and their behavior.

- All children must abide by all other rules and regulations in effect or to be in effect in accordance with the Homeowners Association. The Board and the Managing Agent reserves the right to rescind any rule set forth if circumstances arise that require emergency action. Homeowners will be notified immediately of any such suspension and/or re-instatement of any rules.
- Parents must accompany children into the pool or sit at the edge of the pool, watching their child at all times if the child requires a flotation device.
- The wading pool is less than 24" deep. Any patrons who use the pool must comply with the rules of usage.

5. Any children in the wading pool area must be accompanied by their parents or guardians. Parents must be in the pool enclosure, supervising their children. If any patrons are not in compliance, the Pool Attendant will enforce the rules. Pool Attendant will not be providing supervision to bathers in the wading pool. Use of the wading pool is limited to children under the age of six (6) years.

6. Infants and young children who are not toilet trained must wear swim diapers at all times when in either pool. Diaper changing is only permitted on the restroom changing table.

7. **IN AN EMERGENCY, NOTIFY THE POOL ATTENDANT AND CONTACT HELP AS SOON AS POSSIBLE.**

8. No person will be permitted to enter the pool if the weather is unsuitable or the conditions are unsafe (rain, thunder, lightning, after dusk, when pool chemistry is not in the proper range etc.). Pool Attendant shall determine the conditions.

9. For health and safety reasons, food, alcoholic beverages or containers are not permitted within a five- foot radius of the water. No food, alcoholic beverages or glass objects are permitted in the pool. Only non-breakable containers are permitted in or around the pool. Do not drink alcohol and swim.

10. **NO SMOKING OR VAPING.**

11. Proper swimming attire is required at all times. Swimming is prohibited in shorts, dungarees or non-swim diapers.

12. No running, jumping, pushing, ball playing, Frisbee throwing, water guns, water basketball, or other similar activities are permitted in the pool area. Such activities are permitted in the lawn area adjacent to the pool.

13. Soft water toys (i.e., foam-based water balls) are allowed as long as it does not become a disturbance to other residents in the pool.

14. Floats, rafts, tubes, are not allowed due to the limited space we have in our swimming pool.

15. Only approved safety flotation devices are permitted. Pool noodles are permitted when used as a flotation device only. Please remove such items from the pool area after each day's use.

16. Radios are not permitted in the pool area without the use of personal earphones.

17. No pets are allowed in the pool area, with the exception of service animals.

18. Loud cell phone conversations and radios or portable TVs are not permitted in the pool area.

19. Any disruptive behavior which endangers other pool users is not permitted.

20. If someone becomes unruly, the Board, the Managing Agent, and its representatives, have the authority to eject the person / persons and close the pool if deemed necessary.

21. Residents and guests are responsible for any litter they create and for disposing of their own litter properly.

It is understood and agreed that the pool is only a service to the residents of the Four Corners HOA Community. The Four Corners Homeowners Association cannot assume any responsibility for any injury or loss to a person or property. By use of the pool, residents and their guests assume the risks inherent to the use of the pool, or being in or about the pool, or being in or about the pool premises, and agree to indemnify and hold Four Corners Homeowners Association harmless from any such liability.

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Adopted by the Board of Directors 2024



# ARCHITECTURAL REVIEW BOARD APPLICATION / QUICK REFERENCE GUIDE

## INTRODUCTION

This document has been compiled by the Architectural Review Board as a quick reference guide when applying for exterior architectural / property modifications or when questions arise regarding community policies. Please refer to Schedule A of the Four Corners HOA By-Laws, Architectural Control Guidelines, and the Four Corners Rules and Regulations document for a complete list of guidelines.

### 1. FENCES

Fences are to be no taller than 54" and made of either aluminum or white picket. If selecting an aluminum fence, the homeowner may select between black or a dark bronze color. Privacy fences are not allowed, one or two well-concealed privacy panels may be allowed on a case-by-case basis as determined by the ARB.

All Town codes must be followed regarding fence placement.

Proposed fence placement should be clearly indicated on a plot plan with setbacks noted. Fences may not be closer than 2' to the property line.

### 2. GENERAL LANDSCAPING

The ARB must review and approve, in their sole discretion, plans for the addition or alteration of landscape such as, structural or decorative elements such as arbors, trellises, benches, lawn ornaments, patios, planters, pillars, decorative walls, retaining walls, signs, posts, lights, walkways or works of art, statues, Belgium block curbing or aprons on walks, curbs or driveways.

Structural and decorative elements introduced into an open environment must not be intrusive and must be appropriate to their surroundings. Size, scale, color and material are important criteria for acceptability. Low voltage landscape lighting may be approved if the fixtures are no taller than eighteen inches and painted a dark color.

#### A. Landscape, Beds / Mulch

- I. Homes are to maintain landscaped and mulched front beds. Vacant front beds are not permissible.
- II. Mulch should be replaced and refreshed as needed through the growing season. Mulch may be either black or dark brown wood, double shredded. Large nugget mulch, red mulch and landscape gravel are not permitted.

#### B. Plantings

- I. Plantings of annuals and placement of planters around the home do not require ARB approval.
- II. Plantings of shrubs, trees, bushes, etc. are permissible with ARB approval. A plot plan of the property is to be submitted to the management company and ARB indicating desired placement of plantings and plant varieties. Removal of shrubs, trees, bushes, etc. also requires ARB approval and should be presented in the same way to the management company and ARB. All plantings should be maintained neatly as needed and should not obstruct visibility on community roads or interfere with neighbors' use of property.
- III. Replacing a dead plant/shrub with the same type does not require submission to the ARB.

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### **C. Lighting**

- I. Landscape lighting is permissible as long as it is low voltage and the fixtures are no taller than eighteen inches and painted a dark color.
- II. Landscape lighting should not interfere with neighbors' use of their properties or be placed in a direction where light could be distracting to drivers.
- III. No flood lights are permitted in any location except under the eaves. High-wattage fixtures are not permissible.

### **D. Sheds**

Sheds are not permitted without approval of the ARB. When applying for a shed, please make sure that the proposed shed is a structure with vinyl siding and an asphalt shingled roof. The vinyl siding and roof should match the home's siding and roof colors as closely as possible. If there are shutters on the shed, these should also match the home's shutter color as closely as possible. Molded plastic / Rubbermaid storage sheds are not permitted. Applications should include a photo of or online link to the proposed shed along with a plot plan indicating proposed location on the property. Town of East Fishkill setbacks for Four Corners (Zone R.33) are at least 15' from the rear property line and 15' from the side property. Historically, sheds have not been approved on lots that back up to other residential lots.

## **3. SOLAR PANELS**

Solar panels are permitted with ARB approval. Please reference the requirements for solar panels on page 20 and the indemnity form attached that has to be submitted with any solar panel request.

## **4. PATIOS AND WALKWAYS**

Installation, extension and/or modification of patios is permitted with ARB approval. A swatch photo or link of the proposed patio surface (stone/pavers/etc.) is to be included with the application and sent to the management company and the ARB. The application should also include a plot plan with the area of extension/alteration on the property clearly noted.

## **5. POOLS**

- A. Above ground pools are not permitted. In-ground pools may be permitted pending ARB approval.
- B. When applying for a pool, please include a description of any patio area to be included along with its proposed placement noted on a plot plan, and swatches/links to photos of the proposed patio surface.
- C. Pool areas are required by the Town to be enclosed by a fenced area at least 48" tall. Please indicate which fence type you are proposing to use on the same application as the pool. Please see guidelines for fences under item 1 listed above. Please also refer to the Town Building & Zoning Department packet on Pool Application Requirements which outlines all Town, County, State, and Department of Health codes for pools. All said codes must be abided by and the final project requires Town approval.

## **6. SHUTTERS AND FRONT DOORS**

Shutters and front doors should be repainted as necessary to keep the color fresh and not faded. Shutter and door colors may be changed with the permission of the ARB. When applying to change shutter and/or door colors, please be certain that the proposed color is in keeping with existing established color schemes in the community. The ARB will be looking to maintain an overall harmony with community design and contextual relationship in the neighborhood when approving such requests, as stipulated in the HOA By-Laws. While there is currently no list of specifically approved paint colors/brands, we ask that you show reasonableness when proposing a new color and demonstrate an effort to stay within the currently established spectrum. If your proposed color change is not approved, the ARB will make an effort to work with you to achieve a solution that will work within the existing community aesthetic.

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**7. MODIFICATIONS PERFORMED DESPITE REJECTION OR WITHOUT APPLICATION & APPROVAL**

- A. Any architectural or exterior modification performed despite rejection by the ARB, or without having applied to and received approval from the ARB, is strictly prohibited. If a site inspection or homeowner complaint reveals that this has occurred, a violation letter will be sent along with instructions to cure or remedy the violation. If the ARB / Board / Management Company does not hear back from the homeowner within three (3) days of receiving the violation letter with a firm plan of expeditious action, another notice will be sent levying a \$100.00 fine upon the violator. If the homeowner still fails to contact the appropriate agents with a firm plan for expeditious action within 3 days, or the violation is not corrected or eliminated, the Board of Directors may continue to assess additional fines of \$100.00 each after serving written notice upon the violator as provided for above. Any costs incurred by the Board of Directors to remedy or cure said violation of the Architectural Control Guidelines, By-Laws or Rules & Regulations shall be an additional common expense charged to the violator in addition to the one hundred dollars fine(s) levied upon the violator, as established in the HOA By-Laws.
- B. The Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it.
- C. The Board of Directors reserves the right to rescind, alter, waive or add any rule or regulation when, in its judgment, it is necessary or advisable.

**8. APPLICATIONS**

Applications may be obtained through the management company or the official Four Corners HOA Website.

The ARB will not review any requests made by a member in arrears. Once the amount owed to Four Corners HOA has been paid back to current (including penalties, late charges, and any legal fees incurred by Four Corners HOA because of the arrearage), the ARB will be reviewed.

## **SOLAR PANEL GUIDELINES**

New York State recently passed a bill prohibiting homeowners associations from unreasonably restricting the installation and use of solar power systems. Under the new statute, associations may not adopt or enforce any rules or regulations that would effectively prohibit or impose unreasonable limitations on the installation or the use of a solar power system.

The Four Corners Board of Directors recognizes the benefits of renewable energy sources, including solar, to overall energy programs and is committed to working with owners proposing solar power projects. The following are the current rules and guidelines for those who wish to apply for permission to install a solar power system. Note that prior written ARB permission is required in all instances.

The installation shall be in accordance with all Dutchess County and Town building and electrical codes and regulations. Any required permits and inspections shall be obtained and finalized by the homeowner or the installation contractor. All installations must be done by a licensed and insured contractor to protect the community.

A Solar power system must meet the requirements established by any local, state or federal law, rule or regulation or health and safety standards and those requirements imposed by state and local permitting authorities.

Solar panels must be placed in a location of the roof so as to minimize their visibility from adjacent lots and shall be integrated into the roof design.

Installation of solar power systems are allowed only on the outline of the roof.

Devices shall be installed as close to the roof as possible, not exceeding four inches, parallel to roof's surface and flush mounted. No solar panels shall extend above the existing roof line and roof angle.

Solar panels must match as closely as possible the existing color of the roof.

Devices, wiring, and other components of the installation, excluding the panels, shall be installed on the interior of the home so it is not visible from the exterior or a 3/4" conduit (the same color as the gutter) is run as close to, but not touching, the gutter.

No homeowner can require another to remove buildings, vegetation, or trees for the purpose of facilitating the installation of their solar power system.

As a condition to obtaining ARB approval, homeowners must sign the attached Indemnity Agreement and a drawing and description, showing the proposed location for the installation, including a detailed description and the location of all panels, inverters and wiring.

No solar power system is allowed to be installed on any common areas of the HOA.

## INDEMNITY

**THIS INDEMNITY** is made as of the \_\_\_\_, day of \_\_\_\_\_ 20 \_\_\_\_, by \_\_\_\_\_ residing at \_\_\_\_\_, Hopewell Junction, New York 12533 and is given to Four Corners Homeowners Association, Inc., a New York Not-For-Profit Corporation responsible for administer the affairs of said association.

**WHERE AS**, the record owner, \_\_\_\_\_ (Hereinafter referred to as the “Home Owner”), of \_\_\_\_\_, Hopewell Junction, New York 12533 in Four Corners Homeowners Association, Inc. (the “Association”), has heretofore requested permission to install Solar Panels on the home’s roof and appurtenant wiring and equipment to in accordance with the annexed ARB application (the “Work”) at his sole cost and expense and responsibility; and

**WHERE AS**, the Association’s Board of Directors (the “Board”) are willing to give such permission as indicated below;

### **NOW THEREFORE,**

1. The Home Owner agrees to perform the Work at Home Owner’s sole cost and expense and hereby indemnifies and agrees to hold the Association, the Board, and anyone acting through them, harmless against and from any and all causes of action, liabilities, expenses, costs, violations, claims, accidents, injuries, judgments, attorney’s fees, and damages whatsoever caused to any person or property arising from the design and installation of the Work or arising out of the subsequent use, maintenance, operation or location of the Work.

2. In case any action or proceeding be brought against the Association, the Board, and anyone acting through them, by reason of any such claim, Home Owner, upon notice from the Board, shall resist and defend, at his sole cost and expense, such action or proceeding by counsel reasonably satisfactory to the Board

3. In addition, Home Owner agrees to indemnify and hold the Association, the Board, and anyone acting through them, harmless from any violations affecting the aforesaid premises and any liens filed with respect thereto and hereby agrees to have the same removed of record promptly. Home Owner also hereby waives any and all rights against the Association, the Board, and anyone acting through them, in connection with such Work, it being recognized that said Work was performed at the sole risk of Home Owner.

4. As an inducement to obtaining the Board’s permission, Home Owner represents and warrants that he has retained the necessary licensed professionals licensed to design and perform the Work, that the Work shall be in compliance with all of the applicable governmental standards and codes, that the Work is not and will not be in violation of any current Federal, State, City, or local laws, statutes, ordinances, regulations, and building code provisions, that the existing roof is capable of holding the additional load from the panels, and that the Work will not void any roofing warranties and will otherwise not adversely affect the roof and roofing system.

5. Home Owner agrees to pay for all costs associated with the Work and to maintain and keep the Work and surrounding area in a good state of repair which maintenance shall include, without limitation, replacement of any defective components of the Work.

6. In the event that any damage, claims or other problems arise that are directly or indirectly related to the Work or to any portion of the roof, Home Owner will promptly rectify the problem and repair any damage at his sole cost and expense and, if directed by the Association, Home Owner will remove the Work and restore the affected areas to their former condition at his sole cost and expense. In the event of Home Owner's failure to do so, the Association shall have the right, but not the obligation, to remove the Work and all structures therein and to otherwise restore the affected areas to its present condition and the Home Owner, or any successor in interest to the Home Owner, shall reimburse the Association for all expenses incurred in the removal and restoration.

7. Additionally, improper or unapproved installations may be removed by the Association at the sole cost and expense of the Home Owner and any costs and expenses incurred may be collected in the same manner as an unpaid Association assessment.

8. In the event of any legal action arising out of or in connection with this Agreement, the prevailing party shall be entitled, in addition to any other relief, to reasonable attorneys' fees, expert witness fees and costs.

9. It is mutually understood and agreed that the covenants and agreements contained in the within Indemnity shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators, and shall run with the real property known as \_\_\_\_\_ Hopewell Junction, New York 12533 and be binding on all parties having or acquiring any right, title or interest in said home or any part thereof.

Dated: \_\_\_\_\_, 20\_\_\_\_  
Hopewell Junction, New York

\_\_\_\_\_  
State of New York     )  
                          ) ss.:  
County of Dutchess    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public