



Adopted by the Board of Directors October 2022

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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 -

- A. 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.
- B. All Town codes must be followed regarding fence placement.
- C. 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.

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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.

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.

3. 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.

4. SOLAR PANELS

Solar panels are permitted with ARB approval. Please reference the requirements for solar panels on page 6 and the indemnity form attached that has to be submitted with any solar panel request.

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5. 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.

6. 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.

7. 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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8. 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 dollar 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.

9. APPLICATIONS

Applications may be obtained at the Clubhouse, via the official Four Corners HOA Website (coming 2019), from the management company, or via the Documents section of Nextdoor. Residents are strongly encouraged to use the online application form as it is the most efficient.

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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.

1. 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.
2. 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.
3. 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.
4. Installation of solar power systems are allowed only on the outline of the roof.
5. 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.
6. Solar panels must match as closely as possible the existing color of the roof.
7. 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.
8. No homeowner can require another to remove buildings, vegetation, or trees for the purpose of facilitating the installation of their solar power system.
9. 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.
10. No solar power system is allowed to be installed on any common areas of the HOA.

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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.

WHEREAS, 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

WHEREAS, 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 acknowledged 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