

3/30/2007



1 Society Way, Lawrenceville, NJ 08648
Phone 609 896-9346 • FAX 609 896-4942

PATIO AWNING MODIFICATION REQUEST PACKAGE

Dear Unit Owner,

Bowden's Fireside Hearth & Home and Valiant Home Remodeling will be the sole suppliers of awnings for Society Hill at Lawrenceville Condominium Association, Inc. The Board of Trustees feels these vendors can best satisfy the needs of the community both in price and quality of workmanship. You may only purchase an awning from these vendors.

More specific information regarding the installation of patio awnings is attached. The selection of styles and color choices are for the purpose in maintaining the beauty and architectural continuity of our community.

Please contact Bowden's Fireside Hearth & Home and/or Valiant Home Remodeling directly to discuss the details regarding ordering and installing a patio awning.

Bowden's Fireside Hearth & Home
1731 Nottingham Way
Trenton, NJ 08619
609-586-3344

Valiant Home Remodeling
578 Roosevelt Avenue
Carteret, NJ 07008
732-541-7966

We thank you in advance for your anticipated cooperation. Enjoy your new patio awning.

This Awnings Modification Package Contains Forms and Information to Process Your Request:

- Patio Awning Installation Guidelines.
- Architectural Control Committee Rules and Regulations.
- Modification Request Form. (Prior to work commencing, complete all the required forms including the Restrictive Covenant, and return them to the Association office, along with a check made payable to Mercer County Clerk in the amount of \$40.00 for recording the Restrictive Covenant, and Good Faith Deposit check of \$100 payable to the Society Hill at Lawrenceville Condominium Association.)
- Acknowledgement and Compliance Form.
- License Agreement for Installation and Maintenance of Limited Common Elements – Restrictive Covenant
- Construction and Maintenance Waiver.
- Conditional Approval (to be issued by the Association).
- Architectural Control Committee Notification of Completion (submit when done).
- Illustration of approvable Durasol Awning

PATIO AWNING INSTALLATION GUIDELINES

The Board of Trustees has established the following guidelines for the installation of a patio awning, however, each patio awning must be reviewed and approved individually by the Architectural Control Committee (ACC) and Board of Trustees (BOT) before installation can begin. Denial of a patio awning request may be appealed directly to the Board of Trustees. The ACC shall provide a response within 14 days of receipt of a patio awning request.

A detailed diagram of the patio and awning must be presented to the ACC/BOT before construction approval can be granted. This diagram must indicate all of the dimensions, materials to be used, location and color.

The approved manufacturer of the patio awning is Durasol. Patio awnings must be purchased and installed by the licensed contractor listed on page one. A copy of the contractor's license, workmen's compensation and liability insurance certificate must be presented to the ACC/BOT before final approval can be granted. Any construction performed is done with the complete knowledge that all liability for personal safety, property damage to personal and/or Association property is solely at the unit owner's risk.

A Restrictive Covenant must be filed with the County Clerk (via the ACC/BOT) by the unit owner at the unit owner's expense before final approval can be granted.

A Construction and Maintenance Waiver and an Acknowledgment and Compliance Form must be signed by the unit owner before final approval can be granted.

Once final approval has been granted, work must commence within 120 days, and must be completed no more than 30 days after the work commences, with sufficient notice to unit owner. Failure to complete the work within 30 days may result in the Association taking action to complete or remove the awning at the unit owner's expense.

All Township regulations, as well as the ACC/BOT approved plans must be strictly adhered to. Any installation found to be in violation of these regulations and those set forth herein by the BOT and the Association must be brought into compliance at the unit owner's expense within 60 days of notification.

The standard measurement of the patio awning is 15-foot wide by 10-foot projection. The awning may not extend further than the end of the patio, but it may be shorter. The awning may extend to the privacy fence, but not touch the fences. Existing privacy fences may not be moved or altered in any way in order to ease installation. No wire or cable may be visible from the exterior of the building.

Patio awnings must match the grey or beige building siding. The only approved color/fabric for units with grey siding is cadet grey and the only approved color/fabric for units with beige siding is linen. The only approved color for the awning frame for grey units is white and the only approved color for the awning frame for beige units is sand. Hoods are optional at an additional expense to the unit owner and the approved colors are white for the grey units and sand for the beige units. The valance of the awning must have a scalloped edge called a wave.

Absolutely no vehicles may be driven on common grounds. Any damage done to the common grounds (grass, trees, shrubs, sidewalks, etc.) will be corrected by the Association at the unit owner's expense.

The unit owner will be held responsible for the maintenance and upkeep of the awning. A deteriorating awning must be repaired, replaced or removed at the unit owner's expense. Failure to do so may result in the Association having the awning removed at the unit owner's expense, with sufficient notice to unit owner.

All construction debris must be completely removed from the deck or patio area as well as from the grounds at the unit owner's expense. Should the unit owner fail to remove all the above mentioned debris, the Association will have it removed at the unit owner's expense, with sufficient notice to the unit owner. Absolutely none of the debris is to be left for removal by the Association's trash contractor.

Sign and return paperwork to the Association office with a good faith deposit in the amount of \$100.00. This deposit will be returned when the ACC/BOT determines that the installation of the patio awning is in accordance with the above regulations and after ascertaining that no damage has been done to the common elements.

Once all work is completed, the unit owner must notify the ACC/BOT in writing advising the project is completed, at which time the ACC/BOT will inspect the completed installation for compliance with the approved plan.

(The regulations below apply to all modifications, and are included here for reference.)

**SOCIETY HILL AT LAWRENCEVILLE CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
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 of 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.



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MODIFICATION REQUEST FORM

Society Hill at Lawrenceville Condominium Association, Inc.
One Society Way
Lawrenceville, NJ 08648

Dear Committee Members:

In accordance with the Declaration of Covenants, Conditions and Restrictions of Society Hill at Lawrenceville Condominium Association, Inc., I hereby apply for permission to make the following alterations to the premises:

Owner's Name: _____ Phone: _____

Unit Address: _____

Architectural and/or Landscaping Modification Approval Requested:

Date: _____

Signature: _____

Attach appropriate sketches or drawings and description of work to be done. Indicate materials to be used, color and any other pertinent information, including name and telephone number of contractor. Color and materials used must conform to existing color and materials. Plantings or shrubbery must be compatible with the environment.

This form must be submitted for external modifications such as landscaping, awnings, attic fans, storm doors, patio work, window and door replacements, and inside structural changes, in addition to any other required submissions.

**PATIO AWNING INSTALLATION
ACKNOWLEDGMENT AND COMPLIANCE FORM**

TO: The Board of Trustees and the Architectural Control Committee

FROM: _____

DATE: _____

I acknowledge receipt of the "Patio Awning Installation Specifications and Guidelines" as published by Society Hill at Lawrenceville Condominium Association, Inc. and I will comply with all requirements in addition to local, state and federal codes, regulations and/or requirements relating to the installation and design. Failure to comply with all requirements may result in the Association taking corrective action at the unit owner's expense.

I understand the approval to install the patio awning is valid for 120 days and the work must be completed 30 days after commencement of installation. Failure to complete the construction within 30 days may result in the Association taking corrective action to finish the installation at the unit owner's expense.

The unit owner expressly agrees to pay the cost of any such action by the Association.

Signature: _____

Address: _____

Home Telephone Number: _____

Work Telephone Number: _____

Signature Witnessed By: _____

Address: _____

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF LIMITED COMMON ELEMENTS

RESTRICTIVE COVENANT

THIS LICENSE AGREEMENT is made this _____ day of _____, 20____, 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 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 DOLLARS (\$40.00) 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.
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 with at all times be controlling.

CONSTRUCTION AND MAINTENANCE WAIVER

In consideration of approvals granted by Society Hill at Lawrenceville Condominium Association, Inc. for _____

(Brief description of work to be done)

Made to the unit indicated below, the undersigned agrees 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 affects.

The below named property is hereby restricted in that I herein and my heirs and assigns shall indemnify and hold harmless Society Hill at Lawrenceville Condominium Association, Inc. for any and all maintenance responsibility of the below mentioned unit where such maintenance results from, directly or indirectly, the above installation.

It is further understood that approval by the Board of Trustees and the Architectural Control Committee shall not be deemed a waiver of the unit owner's obligation to remove or modify additions or alterations which, as constructed, adversely impact on Association property of another unit owner.

Signature of Unit Owner

Name of Unit Owner (Please Print)

Address of Unit

Date

CONDITIONAL APPROVAL

Unit Owner: _____ Approval Date: _____

Unit Address: _____

The Board of Trustees and the Architectural Control Committee of Society Hill at Lawrenceville Condominium Association, Inc. has approved your proposal to install a patio awning based on the documents you submitted. This approval is conditional upon the following:

- 1. Restrictive Covenant
- 2. No change is made to the patio awning installation plans as originally submitted and approved during the course of construction.

Other Conditions: _____

Construction may not begin until the above items are completed.

Date

Committee, Board or Representative Signature

ARCHITECTURAL CONTROL COMMITTEE
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 Architectural Control Committee's Rules and Regulations.

Sincerely,

UNIT OWNER: _____

UNIT ADDRESS: _____

S4000

Function and Beauty



Added Living Space
Reduced Energy Costs
Superior Solar Protection

This commercial representation is provided as an approximate illustration of how an approved awning would look. This is not a Society Hill setting. For further information, consult the Association Office or one of the approved vendors.

DURASOL *Awnings*[®]

A Shade More Beautiful.

