



FLEMINGTON FIELDS

Condominium Owners Association

Community Handbook

March 26, 2019

FLEMINGTON FIELDS
Condominium Owners Association
(FFCOA)

Flemington Fields Condo Unit Owners are members of the FFCOA. An Association-Elected Board of Trustees, working with a management company, has the responsibility for the day-to-day management of FFCOA business. Members of the Board are elected to a two-year staggered term at the annual meeting in November.

*In addition to Federal and State Statutes and Local Ordinances governing Condo Associations, the following documents provide the **framework** under which the business of the Association is conducted:*

*The **Master Deed, Amendments, Resolutions and Handbook** set forth the rights, obligations, regulations and restrictions that each condo unit owner enjoys and is obligated to follow.*

*The **FFCOA By-Laws** describe the operation, governance and administration of the association.*

*The **FFCOA Handbook** provides the condo owners with descriptions of the privileges and responsibilities for the residents of Flemington Fields. It includes information regarding what is permitted and not permitted and lists the procedures to follow.*

***FFCOA Legal Counsel** has deemed the Handbook as an enforceable document as per By-Laws Article VI, Section 6.1, Paragraphs E and F and Section 6.2, Paragraph A.*



To protect owners' equity; to ensure the safety and welfare of the residents; and to provide for a pleasant environment, this handbook has been adopted by the Flemington Fields COA Board of Trustees. This handbook is intended to clarify rules and regulations guiding Flemington Fields residents and augment some provisions of the Master Deed, By-Laws, Amendments and Resolutions. The residents are urged to consult the Master Deed, By-laws, Amendments or Resolutions for specific guidance.

Being an owner in a planned community such as Flemington Fields brings some special responsibilities because condo owners agree to live together cooperatively. The independence enjoyed in a more traditional residence with regard to land use, landscape modifications and external architectural change is certainly less.

In return, Unit Owners are assured that the landscaping and the external features in the community will conform to predictable and agreed upon norms. Even when the association accepts variations, the overall goal is always to keep a pleasing community appearance and to preserve property values.

The Board of Trustees has the power to levy fines against any Unit Owner for violation of any rule, regulation in the FFCOA Handbook, any recorded resolutions, covenants or restrictions contained in the Master Deed, By-Laws and Resolutions.

Acknowledgement: Thank you to the 2013 and the 2016 Handbook Committees. Their work and effort was the basis used for this update.

2016 Handbook Committee: Irene Esteves, Doris Halstead and Rosemary D'Allura

2019 Handbook Committee: Walter Yarrow, Carmen Garfole, June Linz and Robert E. DiMilia

TABLE OF CONTENTS

Flemington Fields COA.....	2
Standing Committees.....	20
Building and Grounds	
Clubhouse Committee	
Communications	
Covenants Committee	
Finance Committee	
Judiciary Committee	
Social Committee	
Age Restricted.....	6 & 22
Air Conditioners.....	6
Annual Meeting.....	6
Antennas/Dishes.....	6
Buildings and Grounds.....	25
Bird Feeder/Bath.....	6
Bulletin Board.....	6
Clubhouse.....	6
Clubhouse Events.....	6
Clubhouse Group Activities.....	6
Clubhouse Rental	6
Clubhouse Trash Receptacles.....	6
Committees.....	6 & 20
Communications.....	6
Confidential Resident Information Form.....	7
Damage to Common Property.....	7
Decks.....	7
Decorations on Common Elements.....	7
Directory of Residents.....	7
Directory of Important Numbers.....	27
Documents.....	7
Doors/Windows.....	7
Dryer Vents.....	7
Emergencies.....	8
Enforcement of Master Deed, By-Laws.....	20
Exterior of Buildings.....	8
Extermination.....	8
Feeding Wildlife.....	8
Fences.....	8
Fines.....	8

Flags.....	8
FOB/Key to Clubhouse.....	8
Forms.....	8
Bldg. & Grounds Modification Procedures.....	13
Bldg. & Grounds Modification Form.....	14
Clubhouse Booking Form.....	15
Direct Payment Form.....	16
Incident Report Procedures.....	17
Incident Report Form.....	18
Garbage.....	8
Garage Doors.....	8
Garage Sales.....	8
Generators.....	8
Grills.....	9
Guests	9
Holiday Decorations.....	9
Hot Tubs	9
House Numbers.....	9
Insurance	9
Judiciary.....	9
Landlord/Tenant Obligations.....	9
Landscaping.....	9
Lawn Furniture.....	9
Lighting.....	9
Lighting (Personal).....	9
Mailbox/Mailbox Post	10
Maintenance.....	10
Maintenance Fees.....	10
Maintenance - Association.....	10
Maintenance - Unit Owner.....	10
Map of FFCOA.....	26
Modifications to Unit.....	10
Mulch.....	10
Newsletter (See Communications).....	10
Parking.....	10
Pets.....	10
Property Descriptions of FFCOA.....	19
Recycling.....	11
Rules and Regulations.....	11

Roofs.....	11
Sale of Unit.....	11
Screen/Storm Doors.....	11
Signs.....	11
Smoking.....	11
Snow Removal.....	11
Social Activities.....	11
Sprinklers.....	12
Stepping Stones.....	12
Storage.....	12
Storm Damage	12
Trustees.....	12
Use of Units.....	12
Vegetable Plants.....	12
Vehicles.....	12
Violations.....	12
Window Well Covers.....	12

Age Restricted: Owners and Residents must be at least 55 years of age, or in the case of couples, one must be at least 55 years old. Tenants must follow the same age restriction as owners and residents. (*Details page 22*)

Air Conditioner: Unit Owners are responsible for maintenance, repair or replacement of their air conditioning unit including associated lines and supporting base. Window air conditioners and window fans are not permitted.

Annual Meeting: A meeting is held in November typically to elect Board of Trustee members.

Antenna and Dish: Before installation of Satellite dishes owner must fill out a *Modification Request*. The Satellite Dish is to be placed on decks. Installation of a dish on common elements must have *prior approval of the Board of Trustees*. Dishes can be no larger than three feet in diameter. Resident is responsible for replacing deck to original condition.

Bird Feeders/Bird Baths: **Only** humming bird liquid feeders are allowed. All other types (seed feed) attract squirrels, mice, pets and other wildlife. A bird bath is allowed. Bird baths should be stored off the common element during the winter months.

Bulletin Board: A bulletin board is located in the clubhouse for association announcements. All postings must have prior approval from the clubhouse committee and be initialed by the clubhouse chairperson.

Clubhouse: The clubhouse (**908-782-2931**) is open to residents daily from 8:30 a.m. to 12:00 midnight. Nothing should be moved into the clubhouse without clubhouse committee and Board of Trustee approval. (*Details page 21*)

Clubhouse Events: Residents are encouraged to participate in clubhouse events and parties. Anyone wishing to propose and plan a community event needs Board consideration and needs to check the calendar with the Property Manager for date availability.

Clubhouse Group Activities: Certain activities are held on a specific day of the week and at a specified time. These activities are open to all residents. Check the monthly calendar. There are guest restrictions. See ***"Guests" description, page 9.***

Clubhouse Rental: Residents are to contact the Property Manager to rent the clubhouse for their private, non-commercial use.

Clubhouse Trash Receptacles: These receptacles are for Clubhouse use only. **DO NOT use for personal household disposal.**

Committees (Standing): Committee volunteers are necessary and contribute to the general welfare and operations of the community. (*Details page 20*)

Communications: Our monthly newsletter and website serve to keep the residents informed of community affairs. Newsletters are posted to the website and hard copies are available in the clubhouse. Residents wishing to place information in the newsletter, or on the website (www.flemingtonfields.com) or via email blast should contact the communications committee. In addition, emails are used as reminders of meetings, announcements and other activities.

Confidential Residential Information Form: Very specific information is required by the State of New Jersey regarding Adult Communities. In compliance with the state requirements, the completed Flemington Fields Confidential Information Form is required at the time of closing and going forward with periodic updates. All residents in the unit must report name and age, with verification. This form also includes, but is not limited to: address and phone number, permission to be included in the Community Directory, pet information with license number, car information with license plate number and emergency contact. ***Management must be notified within 10 days if any change has occurred.***

Damage to Common Elements/Property: Damage caused to the common elements or to a unit or units owned by others ***must be reported immediately to the Property Manager, by filing out an Incident Report***, who will advise Unit Owner of the next step. When damage does occur, the Unit Owner may be responsible for such damage and or additional penalties.

Decks: Altering or painting of decks to include wiring, gates, etc. is not permitted. The association provides deck maintenance and periodic staining. However, if a resident wants to stain a deck, prior approval from the Board of Trustees is required. The acceptable stain is Behr Premium Wood Coating Transparent Stain. Color: Cedar Natural Tone.

Decorations on Common Elements/Property: Up to five decorative items, also to include artificial flowers, may be placed in the planting area surrounding each unit. Care must be taken to avoid impeding landscapers. One potted plant or figurine is permissible between garages and must be removed in the winter as not to impede snowplowing. Anything, including figurines, placed on the black topped areas must be removed before the first snow fall. Hanging plants on the metal railings is not permitted.

Directory of Residents: The communications committee provides a directory of residents. It should not be shared with non-residents and should not be used for solicitation and business purposes.

Documents: Everyone is required to abide by the contents of the Master Deed, By-Laws, Amendments, Resolutions and FFCOA Resident Handbook. Copies of these documents were provided at closing. Documents must be preserved as they need to be provided to each subsequent owner. Copies are available on our website – www.flemingtonfields.com or purchased from the Property Manager.

Doors/Windows: All exterior doors and windows, including garage door and storm doors (full view or self storing only, see page 27), are the responsibility of the Unit Owner. Main entrance doors can only be painted a dark green. (Benjamin Moore 602 Gondola Ride – D.T.M. Acrylic Low Lustre Enamel)

Dryer Vents: For the safety of all residents, dryer vents are to be professionally cleaned every two years, on the odd year between March 1 and October 31. A certified contractor's proof of cleaning is to be provided to the Property Manager no later than October 31st. Failure will result in a \$100 per month fine until in compliance. Repairs, cleaning and replacement of the dryer vents are the responsibility of the resident unless damage can be proven otherwise; ***in this case an "Incident Report"*** is to be submitted.

Emergencies: *In the event of an emergency, dial 911.* If the emergency affects the safety of your unit, another unit or common elements, notify the **Property Manager at 908-806-2600** during business hours or call **855-630-7720 after business hours.** *Any changes to these numbers will be noted in the Newsletter.*

Exterior of Buildings: Laundry, bedding, carpeting or any other articles shall not be hung outside the unit. Clothes lines are not permitted. Nothing should be attached to the exterior of the unit without approval of the Board of Trustees.

Extermination: Termites, carpenter ants and carpenter bees can cause structural problems and must be reported to the Property Manager for extermination. All other pests are the responsibility of the unit owner.

Feeding Wildlife: Prohibited.

Fences: Temporary or permanent fences or gates on decks, patios or common element are not permitted.

Fines: The Board of Trustees has the power to levy fines against Unit Owners for violations of rules, regulations and restrictions contained in the Master Deed, By-Laws, Amendments, Resolutions and Handbook.

Flags: An American flag, holiday flag or decorative flag no larger than 3'X5' may be affixed either to a deck or a pillar. Ground poles are not allowed.

FOB/Keys: A FOB allows entry into the clubhouse. Each home should receive a FOB from the previous owner. An additional/replacement FOB will cost \$10 each and can be obtained from the Property Manager.

Forms: Automatic Payment for maintenance fee deduction, Clubhouse Reservation & Rental Agreement, Clubhouse Reservation Supplies/Rules, Incident Report, Modification Request Form. Forms are available in the clubhouse, on our website, www.flemingtonfields.com or from the Property Manager.

Garbage: Trash is collected every Wednesday. On the day prior to collection, garbage cans are to be placed at the curb as close to dusk as possible. Pick up after a holiday may be late or the next day. Hazardous materials must not be placed in the garbage cans. Garbage and recycling cans are to be stored in the garage at all times. In the case cans are blown around, it is advisable to put unit address on the cans. Items with a "free" sign are not permitted at the curb.

Garage Doors: When not in use, garage doors shall be closed at all times.

Garage Sales: Personal or group garage sales are permitted.

Generators: The use of a personal generator may be operated for medical reasons with the prior approval of the Board of Trustees. This temporary use must comply with guidelines established by the State of New Jersey. Generators cannot be stored or used in doors. A generator must be operated outdoors, be properly installed and have proper ventilation.

Grills: Electric grills or professionally installed natural gas grills are acceptable but owners must get approval after filling out a Modification Form. Grills must be installed on decks or concrete slabs. They should not be used below overhang or within 5 feet of exterior walls. State laws regulate liquid propane gas grills and open fires in condo communities. Propane gas grills and open fires including charcoal grills, fire places, fire pits, chimineas, tiki torches and smokers are not permitted.

Guests: Non-resident guests visiting a resident are welcome to join in the social activities during their visit providing there is space available. Perpetual participation of nonresidents in weekly activities is **prohibited**. Residents are responsible for their guests and will be fined if there is inappropriate inclusion.

Holiday Decorations: Residents may display winter holiday decorations and lights from Thanksgiving until the 10th of January. No decorations may be placed on gutters or on roofs.

Hot Tubs: Outdoor hot tubs are not permitted.

House Numbers: Original numbers or 4-inch brass replacement numbers are permitted on front doors. Numbers are to be easily visible and not covered with decorations.

Insurance: The association insures the structure of the units, while the Unit Owner insures the interiors of the units. All unit owners are urged to purchase an HO 6 condominium owners policy that covers carpeting, wall coverings, appliances, fixtures, furniture, heating and air conditioning equipment and personal property. Any upgrades such as hardwood flooring or granite counter tops must be added to the HO 6 policy to ensure coverage.

Judiciary: The Judiciary Committee provides for dispute resolution. (*Details page 20*)

Landlord/Tenant Obligations: Unit Owners who lease their unit are required to provide the Property Manager with a copy of the current lease. A minimum lease of one year is required. Lessees are not members of the FFCOA and may not vote, hold office or submit modification requests. Lessees are entitled to all other association privileges and must comply with age restrictions as do owners.

Landscaping: The association hires a landscape contractor to maintain the lawns, shrubs and common ground plantings. Residents are permitted to add personal floral touches in the planting area. Changes or alterations require Board of Trustee approval. (*Details page 25*)

Lawn Furniture: Furniture should be on the patio/deck and not impede walkways or landscaper.

Lighting: Street lighting is the responsibility of the association and township. Lighting problems are to be reported to the Property Manager.

Lighting (Personal): For the safety of residents, up to six solar lights are permissible adjacent to the unit walkway. No other lighting is permitted. Replacement of porch and garage light bulbs and fixtures are the unit owner's responsibility.

Mailbox/Mailbox post: In 2019, the Board, replace all of the mailboxes in our community. Normal wear and tear of the mailbox and post is the responsibility of the COA. If damage occurs, fill out an Incident Report within 5 days. Decorations or any other marking or covering of the Mailbox is prohibited. Repair or replacement of the Mailbox is the responsibility of the COA.

Maintenance: Requests for maintenance of Common Areas should be reported to Property Manager.

Maintenance Fees: Monthly assessments are due at the beginning of each month. Direct debit of monthly assessment can be arranged and is encouraged. The fee for coupon books is a pass-through charge and is the responsibility of the Homeowner. Late and delinquent payments will be subject to a penalty. (*Details page 24*)

Maintenance: **The Association** is responsible for maintenance of the grounds, exterior painting, trash and snow removal, repair of all common elements, including replacement of roofing, shingles, flashing; cleaning, repair and replacement of gutters and downspouts; ordinary periodic repair of vinyl siding and soffits; maintenance and staining of decks; power washing of slabs; repainting, repairing and replacing of trim and decorative posts, storm damage, decks, bricks, ramps and steps.

Maintenance: **Unit Owners** are responsible for locks, painting and care and replacement of the entrance door, garage door, deck and patio doors and windows; and repair of all pipes, wires, ducts, cables, conduits, or for services and utilities serving only their particular unit.

Modifications to Unit: Unit Owner shall not perform any maintenance, repair, replacement, removal, alteration or modification of the common or limited common elements prior to requesting and receiving approval from the Board of Trustees. Nothing shall be done to any dwelling which will impair the structural integrity of the unit.

Mulch: In addition to mulch provided by the Association, residents may add black or brown mulch not exceeding three (3) inches in depth.

Newsletter: see “Communications”.

Parking: Residents are encouraged to use garage and driveways for parking. Residents should not utilize their garage in such a manner as to impede the use of their garage or driveway areas for the parking of vehicles. In addition there are unassigned parking spaces in the community to be used by residents and guests. Parking is not permitted on the street, except for Hart Boulevard and Indian Plantation Street. As per revised Parking Resolution, extra spaces in alley ways/driveways are **visitor parking only**.

Pets: Pets must have a proper local or State license and be registered with the association on the FFCOA Confidential Resident Information Form. Residents are permitted to house one dog or cat weighing no more than 28 pounds unless the dog or cat resided with the unit owner when unit was purchased. Dogs must be tended on a leash at all times and must not be tethered or unattended outside the unit. The pet owner is responsible for cleaning up the excrement and/or urine of the animal and disposing of it in the proper manner. In addition, dogs must be curbed. Electric fences for pet control are not permitted. Cats must be kept in the house at all times. Residents must maintain their pets in a manner that does not intrude on the rights of other residents.

Recycling: Bi-weekly curbside recycling is provided. The Newsletter provides the dates and guidelines. If the pick-up date falls on a holiday, collection usually will be the following day.

Rules and Regulations: The Board of Trustees shall provide copies of all new Resolutions, Amendments, Rules and Regulations thirty days prior to the effective date to all Unit Owners.

Roofs: Nothing is to be attached or placed on the roof of the condo unit. Roofs are the responsibility of the Association and only Association contractors can go on the roof.

Sale of Units: The Property Manager is to be informed of unit being placed up for sale. Master Deed, By- Laws, Resolutions, Amendments, Handbook and key FOB must be transferred to new owner at closing. All outstanding violations must be mitigated before new owner takes possession.

Screen/Storm Doors: Screen/storm doors may be installed at the expense of the Unit Owner. These doors are to be white full-view pane/screen or a self storing window door. (*Details page 25*)

Signs: For sale signs are only permitted in windows as per Resolution. Open House signs on the lawn are permitted during an open house on Saturday and Sunday. No other signs are permitted in windows or on lawns, except security signs which can be placed in the window, on the mailbox post or in planting area.

Smoking: Is not permitted in the clubhouse or within 25 feet of closed doors.

Snow Removal: A contractor is hired for snow removal, which includes the clearing of COA parking areas, roads, driveways and sidewalks along public roads, walks, steps leading to porch and front porch. The snow removal/storm clean up protocol for the Association mandates that clean-up will automatically begin when the snow accumulation is over 2 inches. When there is a winter storm that results in less than 2" of snow, the decision about any clearing or treatment is largely dependent on the weather forecast in the hours or days following the storm. If the temperatures are to remain in the 30's or below, it is likely that snow will be cleared and/or ice will be treated. If temperatures will be warmer following a storm, then treatment may not be authorized. The current contract calls for an hourly rate to be charged for any service provided under the 2" threshold - this can be a fairly significant cost, and is considered along with the effect of the weather on the community as a whole. The protocol for clearing snow/treating ice is that roads and driveways are done first - this allows all residents to enter/leave via their garage and permits emergency vehicle access if needed. Secondly, the front entry ramps/stoops will be cleared/treated and last will be the perimeter sidewalks. If a storm results in less than 2", any one or more of these 3 areas may or may not be authorized. If the storm is over 2", then clearing will begin after the storm has ended - it may take several hours to clear the entire community.

Residents should be prepared to move vehicles that are parked outside a garage as the contractor cannot clear around vehicles. If your driveway is shared with another resident, and your vehicle is not moved from the driveway when the contractor is there to clear snow, it may cause problems with their ability to clear your neighbor's driveway as well. Each time the contractor returns to the site to clear following a storm is an additional cost.

Social Activities: There are numerous opportunities for residents to interact with each other. For times and dates check the calendar of events in the newsletter, on the website or on the bulletin board in the clubhouse. A varied list of community activities include: parties, day trips, bingo, book club, cards, poker, board games, etc. Non-resident guests or out-of-town guests visiting a resident are welcome to join in the social activities during their visit if space is available. Ongoing participation of non-residents in weekly clubhouse activities is prohibited and the resident is responsible for their guests.

Sprinklers: Irrigation of lawns and planting areas is provided during the summer months.

Stepping Stones: Stepping stones from deck or patio are permissible after a Modification Request Form has been submitted and approved by the Board. Installation must be ground level so as not to interfere with lawn mowing. Approximate dimensions would be the width of the steps and not to exceed 3 feet out.

Storage: Nothing is to be stored under decks or on any section of common property.

Storm Damage: Building or landscaping damage should be reported to the Property Manager.

Trustees: The affairs of the association are governed by a five member Board of Trustees elected by association members. Trustees serve without compensation for a two-year term. The Board is invested with all the rights, powers and duties necessary for the proper administration of the association as provided in Article V, page 23 of the By-Laws.

Use of Units: No unit shall be used for any purpose other than as a private residence. Nothing shall be done or kept in any unit that would endanger any structure or the community at large. The basement cannot be used as a bedroom or for a kitchen.

Vegetable Plants: Unit Owners are permitted to have 3 potted vegetable plants placed on their deck or patio and must be removed at the end of the season. Vegetable plants cannot be planted or placed in the planting areas.

Vehicles: Vehicles must be on record with the association on the Confidential Resident Information Form provided by the association. Only passenger vehicles are permitted. Inoperable or unregistered vehicles are not permitted on common element. Commercial vehicles may not be parked overnight except for purposes of loading and unloading. Boats, trailers, recreational vehicles and mobile homes may not be parked on the property at any time.

Violations: Any violation fines that have not been paid or violation corrected by an owner, must be settled prior to sales of his/her unit. For more information on “Violations”, see page 19.

Window Well Covers: Basement windows have well covers as needed. Repair and replacement are at owner's expense.

BUILDING & GROUNDS MODIFICATION REQUEST FORM PROCEDURE

Resident submits Modification Request Form to Property Manager.

Property Manager reviews the Modification Request Form and submits the original to the Building & Grounds committee, within five (5) calendar days and retains a copy for the file.

Building & Grounds committee reviews Modification Request Form, makes recommendations and submits original form to Board, within (5) calendar days.

Board evaluates Modification request and issues ruling within one (1) Executive meeting period.

IF APPROVED:

Board contacts Property Manager, within five (5) calendar days, indicating that the modification request is approved. Property Manager sends notice to resident, within five (5) calendar days, indicating that modification is approved.

IF NOT APPROVED:

Board contacts Property Manager, within five (5) calendar days, indicating that the modification request was denied. Property Manager sends notice to resident, within five (5) calendar days, indicating that the modification was denied and reason for denial.

BUILDING AND GROUNDS MODIFICATION REQUEST FORM
FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION
ACCESS PROPERTY MANAGEMENT, INC.
4 Walter E. Foran Blvd., Suite 311, Flemington, NJ 08822
Phone – 908-806-2600 / FAX - 908-806-7383

Please type or print. Incomplete or illegible submittals will be returned. One household request per form.	
Member Name	Phone #
Address	Email
Description of work to be performed (in detail)	
Attach copies of drawings of your submittal. Please indicate all materials, dimensions, color and exact location of the proposed work to be completed. Drawings or brochures of similar projects may also be submitted.	
You must have written approval from the FFCOA Board of Trustees prior to making any improvements or exterior changes to any part of your lot. To avoid misunderstanding, you cannot proceed with an improvement or exterior change on the basis of a verbal approval or oral representation. Your cooperation is greatly appreciated. If you have any questions regarding architectural control or specific questions regarding your submittal, please contact Access Property Management.	
BY SIGNATURE BELOW, I ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS:	
Maintain all improvements made on my property. Comply with all applicable City and State laws and obtain all required permits. This submittal is only good for 12 months and all work shall start and end during this period. Begin no work until I have received approval, in writing, from the FFCOA Board of Trustees. Understand that I am responsible for debris/damage done to common areas by my contractors.	
SIGNATURE	DATE
BUILDING AND GROUNDS COMMITTEE COMMENTS	
TRUSTEE COMMENTS	
() Approved () Approved with stipulations () Denied () Returned for additional information.	
DATE RECEIVED BY COMMITTEE (Request to be processed within 60 days)	DATE APPROVED
BUILDING & GROUNDS AUTHORIZED SIGNATURE	DATE APPROVED
TRUSTEE AUTHORIZED SIGNATURE	DATE APPROVED

Eff. 7/25/16

FLEMINGTON FIELDS OWNERS ASSOCIATION CLUBHOUSE BOOKING FORM AND RENTAL AGREEMENT

By signing this agreement, I agree to abide by all General Rules and Private Party Rules governing the use of the Clubhouse, as well as personally indemnify, and hold harmless the Flemington Fields Condominium Association, its Property Manager, The Board of Trustees, all Clubhouse Committee members and by anyone representing the Association.

I agree to indemnify, defend and hold harmless all parties listed from any damages, injuries, and liability caused or resulting from my use, and my guests' use of the Clubhouse, including but not limited to damage to person or property. This specifically includes any liability resulting from the serving of alcoholic beverages. The Booking Member is specifically prohibited from charging money for alcoholic beverages and from serving alcoholic beverages to persons under the legal drinking age or under the influence of alcohol.

I agree to abide by all the Clubhouse Rules established by the governing body, a copy of which is acknowledged. I will ensure that my guests abide by the Clubhouse Rules.

I understand that any damage not noted on the pre-usage walk through shall be deemed to have been caused solely by me, or my guests' use. I shall be responsible for the cost of the repair or replacement of the damaged items and to return the Clubhouse to the same condition as prior to the rental of the facility. I further understand that my deposit shall be used to cover the cost of any cleaning, repairs or replacements. Any additional cost or failure to pay the full amount of the damages shall constitute a lien on my property to the extent that the cost of the damages remains unpaid.

Signature of Booking Member

Date

Print Name

Address

Send this completed form, the certificate of insurance with special events endorsement from your homeowners insurance carrier providing not less than \$300,000 property and personal liability coverage, and naming Flemington Fields Condominium Association and Flemington Fields Home Owners Association as additional insured for the date of your function, and your checks to Access Property Management at least 10 days prior to the requested booking date.

This page was revised effective 3/1/2017.



4 Walter E. Foran Boulevard, Suite 311, Flemington, NJ 08822 908-237-9900/fax
908-237-1826

DIRECT PAYMENT

We are pleased to offer you the Direct Payment Plan at no cost to you!

The Direct Payment Plan will help you in several ways:

- Saves time – fewer checks to write.
- Helps meet your commitment in a convenient and timely manner – even if you're on vacation or out of town.
- No lost or misplaced statements. Your payment is always on time – it helps maintain good credit.
- Saves postage.
- Easy to sign up, easy to cancel.
- Avoid late charges.

Here's how the Direct Payment Plan works:

You authorize regularly scheduled payments to be made from your checking or savings account. Then, just sit back and relax. Your payments will be made automatically. **The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization.** If the amount of your payment changes, we will notify you at least 10 days before the payment date. To take advantage of this service, complete the information below and return the form to us. *Note: If maintenance fees change, there is no need to give additional authorization.*

All you need to do is:

1. Select the account from which your payment will be deducted: checking or savings.
2. Fill in your name, financial institution name, location and date.
3. **Attach a voided check for verification of all financial institution information.**
4. **Be sure to sign the form before returning it to Access Property Management at the address above.**

AUTHORIZATION FOR DIRECT PAYMENT

I authorize Access Property Management to initiate electronic debit entries to my account for payment of my:

Please check one or both: ☐ Association Maintenance Fees ☐ Special Assessment Fees

I understand I will receive a notice if the amount changes. Payments will be debited on the first business day of the month. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Type of account: ☐ Checking Account ☐ Savings Account

Month of First Payment (form must be received by the 20th of the preceding month) _____

Your Name _____ Telephone # _____

Unit address to be Credited with Payment _____

Community Association Name _____

Financial Institution Name (Please Print) _____

Account Number at Financial Institution _____

Financial Institution Routing/Transit Number _____

Alternate address if homeowner not residing at address to be credited _____

Signature _____ Date _____

PLEASE KEEP A COPY OF THIS AUTHORIZATION FORM FOR YOUR RECORDS

PROPERTY DAMAGE INCIDENT REPORT FORM PROCEDURE

Resident must submit an Incident Report Form, within five (5) calendar days of the occurrence of the damage, to Property Manager.

Property Manager reviews and files Incident Report Form and submits the original to the Board within five (5) calendar days.

Board reviews Incident Report Form and makes recommendation, within one (1) Executive meeting period.

IF APPROVED:

Board contacts Property Manager, within five (5) calendar days, requesting a work order to resolve incident. Property Manager sends notice to resident, within five (5) calendar days, indicating that incident will be resolved.

IF NOT APPROVED:

Board contacts Property Manager, within five (5) calendar days, indicating why the incident report was rejected. Property Manager sends notice to resident, within five (5) calendar days, indicating why the incident report was rejected.

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION

ACCESS PROPERTY MANAGEMENT, INC.

4 Walter E. Foran Blvd., Suite 311, Flemington, NJ 08822

Dawn Carone – Phone (908) 806-2600 / Fax (908) 806-7383, E-Mail: dcarone@accesspm.com

PROPERTY DAMAGE INCIDENT REPORT FORM

Please use this form to report any exterior damage you believe to be caused by a contractor of the Association, resident or non-resident. Please be as specific as possible when describing the incident, including date and time that it occurred. Please note that items reported which fall under homeowner's responsibility, i.e., dryer vents, doors/storm doors, windows/screens, outside lights, etc., may not be repaired or reimbursed by the contractor, pending review by the contractor involved.

SUBMITTED BY: _____

ADDRESS: _____

PHONE (Day/Cell): _____ EMAIL: _____

INCIDENT DATE: _____ INCIDENT TIME: _____

DESCRIPTION OF INCIDENT CAUSING DAMAGE: _____

WITNESS(ES): Name: _____

Address: _____

Phone #: _____ Email: _____

OWNER SIGNATURE:

DATE:

Please return this completed form to the property management office to be forwarded to the Board.

Board Recommendation (with date): _____

Returned to property manager (with date) to be forwarded to the resident.

FLEMINGTON FIELDS PROPERTY

Common elements or common property: Common elements refer primarily to the Clubhouse and areas owned in common that surround the condominium buildings, including all grass, sidewalks, roads, curbs and parking areas. These common areas are for the use of all Flemington Fields residents.

Limited common elements: Limited common elements refer to those items which are considered common to the condominium units but are designated for the use of specified units to the exclusion of other units. Examples of limited common elements are driveways, walkways leading to condo, porches, decks and patios.

Restricted use elements: Restricted use elements is the inside air space of a unit from painted wall to painted wall. This space is always the responsibility of the unit owner to maintain and repair.

ENFORCEMENT OF MASTER DEED AND BY-LAWS

In the event a unit owner, guest or lessee violates any of the terms and conditions set forth in the governing documents for FFCOA, a notice shall be given to the unit owner.

Enforcement: The Board of Trustees shall have the power to levy fines against any Unit Owner(s) for violation(s) of any duly promulgated, adopted and published Rule or Regulation of the Condominium Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$25.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). In spite of the foregoing, before any fine is imposed by the Board of Trustees, the Unit Owner involved shall be given at least ten (10) business days prior written notice and afforded an opportunity to be heard as provided in Article XII of these Condominium Association By-Laws with respect to the violation(s) asserted.

Once a Unit Owner is notified in writing of a parking violation and the license plate recorded, any second or subsequent violation with the vehicle will result in the assessment of a fine as above. There is no grace period in which to correct a parking violation. Once cited, second and subsequent violations result in the assessment of fines.

STANDING COMMITTEES

Building and Grounds: Assists and advises the Trustees in an effort to preserve the physical integrity and aesthetic quality of our community. Periodically, at the request of the Trustees, take maintenance surveys making recommendations to the Trustees.

Clubhouse Committee: Maintains the operation of all aspects of the clubhouse and the adjoining area. This includes keeping inventory of necessary supplies, handling clubhouse rentals and overseeing janitorial services.

Communications/Newsletter Committee: Provides newsletters, emails and website to keep the community informed of important matters and activities. In addition, maintains the Resident Directory.

Covenants Committee: Assures that the community is maintained in a manner that protects architectural consistency, visual harmony, property value and safety of the community.

Finance Committee: Offers advice and recommendations to Trustees on financial and accounting matters, such as financial reports, investments, the annual audit, insurance, reserve study and annual budget.

Judiciary Committee: Provides an alternative to litigation for resolving housing related disputes between the association and unit owner, and between unit owner and unit owner.

Social Committee: Provides opportunities promoting various social activities for Flemington Fields' residents. Subcommittees may include: parties, day trips, bingo, book club, card games and board games.

Committee General Guidelines

Each Committee will have a chairperson selected by the Board along with a Board liaison; meet regularly; keep minutes of meetings; make recommendations to the trustees; report pertinent issues to the Board of Trustees; and provide a written annual report.

CLUBHOUSE

The clubhouse is available for use by COA residents daily from 8:30 A.M. to 12:00 Midnight. The clubhouse must be secured and vacated no later than 12:00 Midnight. Priority for use of the clubhouse is as follows:

1. COA Association Meetings
2. Flemington Fields all inclusive events (i.e. parties, bingo, cards, etc.)
3. Committee Meetings (if a committee meeting is held when another event is taking place, the committee meeting should be held in the conference room with door closed.)
4. Calendar events take precedence over impromptu events.
5. Rentals

Anyone wishing to lead a social event needs to coordinate the date with the clubhouse committee and Property Manager prior to announcing the event.

The clubhouse is for the enjoyment of residents of Flemington Fields COA. The operation of the clubhouse falls under the clubhouse committee subject to approval by the Board of Trustees and supported by the Property Manager.

- a. A bulletin board will be maintained by the clubhouse committee inside the clubhouse. An up-to-date calendar will be posted. All postings should be approved/initialed by the clubhouse committee and include the name of the posting resident.
- b. Flemington Fields is an age-restricted community and is not designed to accommodate children and young adult entertainment in the clubhouse.
- c. The Association engages a cleaning service weekly or as needed, for general cleaning and upkeep. Users are required to leave things as they found them.
- d. Tacks or tape should not be attached to the interior walls of the clubhouse.
- e. Open flames are not permitted except for the use of candles on a birthday cake.
- f. Pets are not permitted in the clubhouse.
- g. Children must be supervised by an adult at all times whether inside the clubhouse or outside in the parking lot, gazebo and adjacent area.
- h. No smoking is permitted inside the clubhouse at any time. Smoking is not permitted within 25 feet of the closed outside doors. Butt containers are provided outside the clubhouse.
- i. The last resident leaving the clubhouse is responsible for turning out the lights, locking all doors and windows.
- j. Only folding tables and chairs may be moved onto the patio. The folding tables and chairs must be brought back inside immediately after use. The great room furniture is to stay inside the clubhouse. The folding tables and chairs are not to be removed from the clubhouse for private use.

AGE RESTRICTED GUIDELINES

Each of the units available for sale will only be available to people who are 55 years of age or older, or in the case of couples, one of them must be at least 55 years of age. The premises shall only be sold or rented to persons who meet these criteria and who intend to use the units as their residence. The only other people permitted to reside in the residence who are under 55 years of age are the following:

- A member of the resident's household under the age of 55 years who resides with another member of a household who is 55 years of age or over is permitted to reside in the unit in which the 55 or over resident resides.
- Dependent children of the parent, guardian or other person responsible for custody or care of who resides in the premises are permitted to reside in the unit in which the 55 or over resident resides.
- One adult under the age of 55 (other than a spouse) will be permitted as a permanent resident if it is established and approved by the Board of Trustees that the presence of such person is essential to the physical care of one or more of the adult occupants. If more than one adult under 55 years of age is necessary to care for the adult occupant, approval shall be required for caregiver necessary to care for the adult occupant, approval shall be required by the Board of Trustees and a copy of its decision shall be filed with the Township Clerk of the Township of Raritan.
- Other than stated above, no other residents under the age of 55 years of age will be permitted to reside in any unit.

In the event that an owner of a unit dies, testate or intestate, leaving as heirs one or more persons who do not qualify as a "permitted resident", this restriction shall in no way be deemed to restrict the ownership of said unit by the heirs; provided that said heir or heirs shall not reside in the unit until he or she has an application for residency approved by the Board of Trustees

BUILDING AND GROUNDS

Any modification is to be approved by the Board of Trustees. Modifications shall be at the owner's expense and the owner shall maintain said modification. Conforming to the external design harmony and providing for the safety and enjoyment of the residents protects the Flemington Fields Community.

LANDSCAPE

The FFCOA determines the appropriate level of resident customization of the landscape around the homes. In order to accommodate a reasonable level of individualism, the following guidelines must be followed. For the transition inspection, changes must be documented so the changes can be easily confirmed.

1. Changes are only allowed for the plantings area around the units. Plantings such as street trees, hedges and perimeter buffers which impact the common landscape or surrounding properties cannot be modified.
2. Annuals and perennials may be planted in addition to the plants shown on the plan.
3. Vegetable plants should be placed on decks or patios in patio pots. Vegetable plants are not to be placed within foundation plantings.
4. Plants inappropriately placed (i.e. size covers window, fast growing shrub, etc.) can be re-located to a different location within the planting area and replaced with an appropriate plant. Plant replacements should be in kind by type, (i.e. a shrub for a shrub, a tree for a tree, etc.) Annual flowers are not an adequate substitute for bushes. Owners must conform to present planting areas.
5. Owners must not expand the existing planting areas. This prevents damage to underground wiring, pipes, etc. **Caution** is also required when digging in existing planting areas. Damage to pipes or wiring is the responsibility of the Unit Owner.

LANDSCAPE AND BUILDING MODIFICATION

Any change to the area surrounding your unit requires permission from the FFCOA Board of Trustees. Appropriate Raritan Township Building permits may be required as well.

Complete a **Modification Request Form** with details, pictures, diagrams and/or drawings. Submit a completed form to the Building & Grounds Committee. (Forms are available on our website www.flemingtonfields.com, in Clubhouse or from the Property Manager.

MAINTENANCE FEE

The maintenance fee provides to all Unit Owners the services that benefit FFCOA. The monthly maintenance fee pays for, but is not limited to, maintenance, grounds, exterior painting, repair of all common elements, trash and snow removal, payment of all association contractors, insurance, legal counsel, accounting services, association utility charges, clubhouse, capital reserve replacement fund and professional management services.

Collection Process: Each Unit Owner is responsible to pay the monthly maintenance fee by the 1st day of each month. Payment not received by the 10th day of the month will be assessed a late fee of \$50 as established by the Board of Trustees. Thereafter, any payment received from the Unit Owner shall be applied first to the late fee(s) and then to the maintenance fee. Late fees can be applied to any amount overdue.

Direct Debit Program: The Property Management Company offers a direct debit program, where the assessment is automatically withdrawn from your account monthly. If you wish to take advantage of the Direct Debit Program, the form can be retrieved from our website at www.flemingtonfields.com or from the Property Manager. Direct debit saves the association money.

Coupon Books: Monthly assessments are due at the beginning of each month. Direct debit of monthly assessment can be arranged and is encouraged. For the convenience of residents who does not wish to use direct deposit they can use coupon books. The fee for coupon books is a pass-through charge through our management company and is the responsibility of the Homeowner. Late and delinquent payments will be subject to a penalty.

Storm/Screen Doors

At owner's expense, only white full view storm/screen doors and self-storing storm door with clear glass can be installed on the front door and side door. Examples are below.



SELF-STORING STORM DOOR
WITH CLEAR GLASS



FULLVIEW STORM DOOR
WITH CLEAR GLASS



IMPORTANT NUMBERS

Flemington Fields COA Management Office (Access Management)	908-806-2600
Flemington Fields COA Management Office (24 hour Emergency only)	855-630-7720
Flemington Fields Clubhouse 102 Hart Blvd	908-782-2931
Emergency (Fire, Police, Rescue Squad)	911
Raritan Township Police (Non-Emergency).....	908-782-8889
Raritan Township Police TIPS Hotline.....	908-284-8184
Raritan Township Fire Company (Non-Emergency).....	908-782-6500
Poison Control Center.....	(800) 222-1222
Raritan Township	
Municipal Building, 1 Municipal Drive.....	908-806-6100
Public Works/Recycling.....	908-782-1695
Raritan Twp. Tax Collector.....	908-806-8261
Community Services	
Senior Center.....	908-788-1359
The Link	(800) 842-0531
Hunterdon Medical Center.....	908-788-6100
Hunterdon County Library, Route 12.....	908-788-1437
Utilities	
JCPL (Electric).....	(800) 662-3115
Comcast (Cable TV).....	(800) 266-2278
Elizabethtown Gas	
Gas Leaks.....	(800) 492-4009
Customer Service.....	(800) 242-5830
NJ American Water (24 hours).....	(800) 272-1325
Sewer Service (Municipal Utilities Authority).....	(908) 782-7453