

FLEMINGTON FIELDS CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION
PARKING RULES AND REGULATIONS

WHEREAS, the Master Deed provides that the operation and management of the grounds shall be by the Association in accordance with the provisions of the New Jersey Condominium Act, the Master Deed, the Certificate of Incorporation, the By-Laws and the Rules and Regulations governing the Association; and

WHEREAS, the By-Laws of the Association at Article V, Section 5.1, provide that the Board of Trustees shall manage the property, affairs and business of the Association and expressly authorizes the Board to exercise on behalf of the Association, all powers granted to it by the Certificate of Incorporation, the Master Deed and the By-Laws; and

WHEREAS, the By-Laws of the Association at Article VI, Section 6.1, subparagraph H, empower the Board to promulgate, adopt, publish and enforce rules and regulations for parking by and the assignment of parking spaces to Unit Owners, subject to the provisions of the Master Deed, Certificate of Incorporation and the By-Laws; and

WHEREAS, the Association wishes to amend previously adopted parking regulations in response to comments from unit owners and to correspond to municipal, state and other regulations taking into consideration safety zones, limitations relating to the placement of fire hydrants, crosswalks, fire lanes, etc., as memorialized in a Resolution dated May 17, 2011.

NOW THEREFORE BE IT RESOLVED THAT, the Association hereby memorializes the following regulation(s) governing parking at the Flemington Fields Condominium Development:

1. **Definitions**

a. **“Unit Owner”** shall be defined as any person or entity who appears as an owner of record of a Unit within the Association in the Records of the Clerk of Hunterdon County.

b. **“Tenant”** shall be defined as any person or entity who resides in a unit in the Development and who is obligated to make payment to and/or makes payment to a Unit Owner as evidenced by a lease and/or tenancy relationship.

c. **“Resident”** shall be defined as any person or entity listed, or in conformity with the Rules and Regulations of the Association should be listed, on the Confidential Resident Information and Compliance Affidavit on file with the Management Company.

d. **“Parking Space”** shall be defined herein as that area which has been paved with asphalt, concrete or other like substance and which is a portion of the Association’s Common Property which has been marked by the Association excluding any area designated as a “fire zone”. Only one vehicle may park in each parking space.

2. The parking of vehicles in the cut out areas in any manner other than head on or back in, such as parallel parking or angled parking is strictly prohibited. Vehicles parked in a driveway, must fit within the confines of the driveway area. The following "cut out areas" are available for both resident and visitor parking:
 - a. Joseph Drive (north of David) – 5
 - b. Samson Drive (north end) – 5
 - c. Samson Drive (north of David) – 5
 - d. Samson Drive (south of David) – 7
 - e. Samson Drive (south of Suzanne) – 8
3. Every Unit Owner, Tenant and/or Resident using a vehicle on site shall be properly licensed, registered and insured.
4. There shall be no parking on extended driveways or streets, except as authorized by the Township of Raritan on Hart Boulevard and Indian Plantation Street.
5. The additional spaces located at the ends of all long driveways are considered "common elements" and shall be reserved for visitors, contractors, and emergency vehicles. No residents in a unit are permitted to use these spaces except in the event of emergency.
6. No vehicle may be stored on the common property. For purposes of this Resolution, the "storing" of vehicles shall be defined as a vehicle or vehicles left unattended or unused for more than five (5) days in any ten (10) day period, without having been moved. No vehicle may be parked on the common property which is found to have either no registration or an expired registration.
7. Any Unit Owner owned vehicle or other permitted vehicle parked in violation hereof shall subject the Unit Owner to a fine of not less than twenty-five dollars (\$25.00) per day, per violation. The fine assessed, shall be in addition to any other sanction(s) available, as set forth in the governing documents, the Rules and Regulations of the Association, or by further Resolution of the Board. Any damage to the common areas caused by the improper parking or use of vehicles on site, shall be borne by the Unit Owner. Any vehicle parked on the common property in violation hereof that is owned by a non-Unit Owner of the Association, shall subject the Unit Owner to the penalty prescribed herein. "**Responsible Party**" is defined, for the purpose of this Resolution, as any Unit Owner who has invited a guest, delivery service, or other person and/or entity within the private streets of the Association.
8. No commercial vehicles shall be parked within the Development overnight.
9. No vehicle may be parked on Association property which, in the Association's sole discretion, creates a safety hazard.
10. Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.
11. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it under law, in equity and/or pursuant to the governing documents in addressing any

conditions within the Association relating to the terms and provisions of this Resolution or otherwise affecting the Association and/or its residents.

12. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

13. Any provision(s) contained within any previously adopted Resolution of the Association, which conflict with any provisions set forth herein, shall be deemed void and the provisions contained herein shall govern the issue of parking within the Development.

14. The parking of vehicles on site shall be done in such a manner as not to interfere with the rights of other Association members, guests, tenants or invitees to park and/or use the common areas.

15. This Resolution shall be subject to any other Resolution of the Board relating to parking on site, such as the Association's Resolution/Rules and Regulations governing snow clearance and its move in-move out policy.

16. The use of portable storage facilities, more commonly known as PODS or the like, is strictly prohibited. Management shall be notified in advance by any Unit Owner who contracts for a dumpster and the property manager shall be apprised by the Unit Owner of all pertinent contract terms including delivery, placement and retrieval. The placement of a dumpster on site in connection with work to a particular unit shall be done in such a manner as to minimize damage to the limited and general common elements. If damage does occur, the Unit Owner shall be solely responsible for such damage.

17. Garage doors shall be closed at all times; unless open in connection with work being performed at or around the unit by a contractor or by the resident.

18. Residents of the community are expected to utilize their garages and driveways for parking, as contemplated by the original plan for the community.

19. Residents shall not utilize their garages in such a manner as to impede the use of their garage or driveway areas for the parking of vehicles.

The foregoing Resolution was adopted by the Board of Trustees of Flemington Fields Condominium Association, Inc., at its meeting on July 26, 2016, by the following votes:

Ayes: 4

Nays: 0

ATTEST: Rosemary D'Allura
Rosemary D'Allura, Secretary

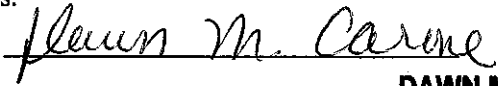
Joan Ruby
Joan Ruby, President, Flemington
Fields Condominium Association, Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF HUNTERDON)

On the 26th day of July, 2016, Joan Ruby personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Flemington Fields Condominium Association, Inc. (the "Corporation"), named in this document; and
- (b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.


Notary Public **DAWN M. CARONE**
My Commission Expires: _____ Notary Public
 State of New Jersey
 My Commission Expires 06/17/2020