



Vanderhaven Farm Village 1



PATIO GUIDELNES & SPECIFICATIONS

What To Do:

1. Unit owner(s) must notify management of intent to modify the rear space of the unit and their intent to install a patio.
2. All required paperwork will be supplied to the unit owner, by management, upon request.
3. Unit owner(s) will submit a formal modification request directly to the Association.
4. Upon receipt, the modification request and required paperwork will be reviewed, informally by management, for the purpose of being sure all the necessary items are included in the modification request.
5. All paperwork once completed and informally reviewed by management, will be submitted to the Board of Trustees at the next available Board of Trustees meeting (3rd Thursday of every month). In order for the request to be added to the meeting agenda, the *complete* modification request must be received in the office of management one (1) week prior to the meeting date. Submitting incomplete paperwork will only cause significant delay in obtaining association approval. Written notification will be mailed to the unit owner(s) upon approval of the board or Architectural Control Committee (if active). No materials should be ordered or delivered to the site before written approval is received. No construction can begin on the patio before written approval is received.

**Note: Any modification(s) to the suggested patio specifications will be handled on a case-by-case basis by the Board of Trustees or Architectural Control Committee (if active).*

The following paperwork must be included in your modification request. *Check off each item as its completed and ready to submit:*

- Modification Request – Form “E”
- A simple sketch detailing the modification, showing the location of the modification, measurements and any other details (*i.e. materials, colors, sizes, etc.*)
- Restrictive Covenant and a check in the amount of \$33.00 payable to Somerset County Clerk. *This is a requirement of Somerset County when adding a patio or deck to the unit.*
- Patio Construction Acknowledgement and Compliance Form (*signed by the unit owner(s) and a witness*).
- Contractor’s license and workmen’s compensation and liability insurance certificate. **Note: The homeowner may install the patio. Any installation done by the unit owner is at his/her own risk to his/herself and to the common elements not at risk of the Association.*

Construction Requirements:

- A) Existing concrete patio may not be removed. New patios must begin at the far outside edge(s) of the existing concrete patio. **This may require a small step down. There is to be no space between the existing concrete patio and the new paver patio.*
- B) Pavers may not be installed on top of existing concrete patio
- C) Pavers must be set in fine sand or the appropriate leveling material
- D) PVC paver edging material, pressure treated (wolmanized) 4” x 4” lumber or appropriate material must be installed around the perimeter of the patio
- E) Paver material must be one of the following types: brick pavers, concrete pavers, granite pavers, cobblestone pavers, sandstone pavers.
- F) Paver sizes must be (approximately) square – 4” x 4”, rectangular – 4” x 8”, keystone or octagon shape.
**Any deviation from this size or style must be stated on your written request.*

- G) Any pattern (i.e. herringbone, running bond, or basket weave) or inlay design must be noted on the modification request. Color of material is also to be noted. *Inlay design must be the same color as running pattern.
- H) Patios should extend to the end of the privacy fence. If you have two privacy fences, the patio may extend to the end of the shorter fence.
- I) Privacy fences may not be moved or altered in any way. If, during the course of your installation, it is necessary to remove one or both fences temporarily, the unit owner must submit a request for temporary removal while work is being done and be reinstalled immediately upon completion of the project. This must be submitted prior to management or board review along with your paperwork.
- J) The removal of existing gravel in the rear of the unit is the homeowner's responsibility. This material is to be removed completely from the property and completely from the community at the homeowner's expense. No construction materials are to be left for removal by the Association's trash company unless prior arrangements have been made and management has been notified. At no time are the trash dumpsters to be utilized for construction debris.
- K) To allow for proper drainage, the patio is to be pitched slightly away from the back of the unit, at a grade. Recommended grade is 1" per every 4'.
- L) Base material of crushed stone (i.e. limestone or gravel) is to be spread and compacted depth at ½" to ¾". After which, a layer of sand bedding is to be laid at 1" to 2" depth, before the pavers are installed.
- M) Patio materials must be left in their natural state (i.e. No painting or staining). Only the appropriate clear sealant is to be applied if applicable to paver manufacturer. This must be stated in your modification request, if you plan on sealing the materials.
- N) Patio must be constructed around the air conditioning condenser unit. *If a unit owner wishes to move the condenser unit, this must be noted on the modification request. *A licensed air conditioning contractor must be hired by the unit owner to move the condenser unit. The name, address, and contact information of the contractor must be included on the modification request.

Once Approval is Granted:

- Construction must commence within thirty (30) days after approval is granted and must be completed within thirty (30) days after construction begins.
- No materials are to be dropped off and left in the front common parking spaces for more than 24 hours. Construction materials must remain in the rear of the unit. Construction materials may not extend into the grass area behind any other unit.
- No trucks or construction equipment is permitted on the common grounds, grass or walkways before, during and after the construction process. All materials must be carried in by hand or with a wheelbarrow to work location during the construction process. Any damaged caused to the common area ground (grass, trees, bushes, sidewalks, curbs, siding, etc.) will be repaired immediately at the unit owner's expense. Failure to do so will result in a fine and the cost of the Association's repair to the affected area.
- Upon completion of the installation, the unit owner must notify management. An inspection of the completed patio will be performed. Any changes in the approved modification will be noted and reported to the board. The unit owner will be notified, in writing of any deviation, not approved. Failure to complete the patio as approved could result in a fine or request (with time constraints) to bring the patio into compliance. Or, worse case scenario, removal of patio. The unit owner will have fourteen (14) days from the date of notification to make any required changes.
- Upon completion, this patio must be maintained and kept in good repair at all times. A deteriorating patio must be repaired, removed or replaced (without changes) by the unit owner, at the unit owner's expense. This is to be done as needed or upon request of the Association. Failure to do so may result in the Association having the patio removed, renovated or repaired at the unit owner's expense.

- Should a future repair be required to any common area wires or pipes that may run under the ground in the installed patio area, resulting in the need to remove and replace any portion or the entire patio, it will be done at the unit owner's expense. *The Association holds an exclusive easement to all Association common underground pipes, and wires.
- All rules and specifications must be followed in the approval process as well as the construction process of the patio. Should the unit owner not adhere to all the requirements, the patio may be corrected or removed by the Association at the unit owner's expense.

**Patio Construction Acknowledgement and Compliance Form
Vanderhaven Farm Village I C.A.**

Date_____

I acknowledge receipt of the "Patio Guidelines & Specifications" as published by Vanderhaven Farm Village I C.A. and I agree to comply with all of the requirements in addition to local, state, and federal codes, regulations and or requirements included, but not limited to this paperwork, relating to patio installation and design. Failure to comply with all requirements may result in the Association taking corrective action at the homeowner's expense.

The construction of the patio will be performed by:

_____Self _____Contractor

I understand the approval to install the patio is valid for sixty (60) days. All work must be completed and management must be notified of the completion within that timeframe. Failure to complete the construction within this timeframe may result in a fine and/or the Association taking corrective action to complete the patio construction at the homeowner's expense or you may be asked to remove what has been completed along with all materials for construction and restore the area to its original condition.

The unit owner(s) expressly agree to pay the cost of any such action by the Association.

Signature_____

Address_____

Home Phone_____Work_____Cell_____

Signature Witnessed by_____

(Please print name)

(Signature)

Address of Witness:_____

RESTRICTIVE COVENANT

Made this _____ day of _____, Two-Thousand and _____.

By _____

The Grantor(s), unit owners and

VANDERHAVEN FARM VILLAGE I CONDOMINIUM ASSOCIATION, INC.

WITNESSETH:

That in consideration of the approval of the Board of Trustees, and Master Deed and Declaration of Covenants and Restrictions and Protective Covenants and other good and valuable considerations, said Grantor, (unit owner(s)) does not hereby restrict the following described property in the manner set forth below:

Unit No. _____ in building _____ as set forth in the Master Deed of Vanderhaven Farm Village I Condominium Association, recorded in the Office of the County Clerk on July 9, 1987 in Deed Book 1642, Page 689; which property was conveyed to the Grantors from _____ date _____ and recorded in the Office of the Somerset County Clerk in Deed Book _____ Page _____ on _____.

The property described above is hereby restricted in that the Grantor (unit owner) herein and his heirs and assigns shall indemnify and hold harmless the Vanderhaven Farm Village I Condominium Association, Inc., for any and all maintenance responsibility of the above described Condominium unit where each installation and maintenance results from, directly or indirectly, the installation by the Grantor (unit owner) of a brick patio, the Grantor shall be entitled to maintain the brick patio, the costs of which are borne by the Grantor.

The property described above is hereby further restricted in that said installation and any resulting maintenance requirements shall be done by an independent contractor.

This Restrictive Covenant shall be completed by the unit owner and forwarded to the Board of Trustees for filing with the Somerset County Clerk's Office. A filing fee of \$33.00 must accompany the Restrictive Covenant. Checks must be made payable to Somerset County Clerk.

The aforesaid property is hereby further restricted in that the Grantor herein and his heir and assigns shall not remove the said brick patio without prior written approval of the Board of Trustees.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and seal(s) on the day and year first written.

Unit Owner (Signature)

Unit Owner (Printed Name)

Unit Owner (Signature)

Unit Owner (Printed Name)

Signed, Sealed and Delivered
In the Presence of:

Notary Public)
State of New Jersey)

ss:

County of Somerset)

Be it remembered that on the _____ day of _____ 20____, before me, the subscriber, who I am satisfied is the person(s) named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purpose therein described.

Notary Public

Record & Return To:

Vanderhaven Farm Village I
380 Doolittle Drive, Bridgewater, NJ 08807
(908) 707-0760