

**WINFIELD MUTUAL HOUSING CORPORATION
WINFIELD PARK, NEW JERSEY**

DECK AGREEMENT

PRIOR TO COMMENCING CONSTRUCTION, THIS AGREEMENT SHALL BE SIGNED BY THE PROPERTY MANAGER OF WINFIELD MUTUAL HOUSING CORPORATION (THE "CORPORATION") AND A BUILDING PERMIT OBTAINED FROM THE TOWNSHIP BUILDING OFFICER.

MEMBER _____ ADDRESS _____

The undersigned Member(s) agree to construct and maintain a wooden deck adjacent to Dwelling No. _____ at their sole expense and in strict compliance with the following regulations governing the construction of wooden decks.

1. **BUILDING CODE:** All construction shall conform to the requirements of the N.J.A.C. 5:23 Uniform Construction Code, as the same may be amended from time to time.
2. **CALL BEFORE YOU DIG:** Before using a post-hole digger, or any type of excavation tool, **call 1-800-272-1000** to report the location of your deck. You will receive a **DIG NUMBER** and utility companies will mark the location of any pipes, cables or lines in the area.
3. **PLAN APPROVAL:** A deck shall not extend over utility lines, pipes, sewers, laterals or drains. Plans and specifications must be acceptable to the Property Manager before any construction begins.
4. **PLANS AND SPECIFICATIONS:** The attached plans, specifications and location are hereby made a part of this agreement. If composite decking is not used, all lumber shall be pressure treated to resist rotting and infestation. Handrails shall be installed around the periphery of the deck if height from ground is more than thirty (30") inches and on both sides of the steps. Concrete footings shall be a minimum of 36" below grade. The deck shall be level and the piers plumb. All work shall be done in a workmanlike manner by competent tradesmen.
5. **SIZE:** In no event shall a deck extend further than sixteen (16') feet from the end by width of building **OR** sixteen (16') feet from the rear by the width of a building, minus set back. (The living room door is at the rear.) Wrap around decks can be no larger than twelve (12') feet on either side, minus set back.
6. **SET BACK:** A deck shall have a minimum four (4') feet set back from the adjoining neighbor and a minimum three (3') feet set back from a "common sidewalk" except that middle units shall be set back a minimum of three (3') feet from adjoining neighbors. Furthermore, no deck shall be within eighteen (18') feet of another structure. To determine the maximum size possible, it will be assumed that a similar size deck will be constructed on the adjacent building which, when completed, will leave a minimum set back between structures of eighteen (18') feet.
7. **ACCESS:** In the event a deck is erected and interferes with repairs, replacements or maintenance programs, it shall be moved by the member(s) to permit unobstructed access to the working area.
8. **COMPLETION:** The deck shall be completed no later than six (6) weeks after commencement. The commencement must start within thirty (30) days of approval. Upon completion, member shall provide to the Property Manager written assurances that all permitting requirements under N.J.A.C. 5:23 Uniform Construction Code have been completed, or where N.J.A.C 5:23 do not apply, acceptance by the Property Manager or his representative shall be required.

- 9. **MAINTENANCE:** The member shall at all times maintain the deck in a manner satisfactory to the Corporation. The deck shall be washed regularly to keep it free of mold, mildew, or other fungi. The deck shall be treated at least once every three (3) years with a quality wood preservative.
- 10. **INDEMNITY:** The undersigned member agrees to adequately insure the deck at their expense against loss, and to indemnify, defend and save the Corporation harmless from any and all liability, loss or damage the Corporation may suffer as a result of any claims arising out or in any way connected with the construction or use of the deck.
- 11. **COMPLIANCE:** In the event the member fails to comply with any of the foregoing provisions, within ten (10) days of being notified, the **UNIFORM PENALTY FOR NON-COMPLIANCE** will be assessed.
- 12. **WORK COMPLETION:** All work must be completed in a workmanlike manner that is satisfactory to the Corporation. Thereafter, all alterations indicated above must be properly controlled and maintained by the member to the satisfaction of the Corporation. The cost of all necessary maintenance as determined by the Corporation is to be paid by the member. The member is solely responsible for the control, inspection and maintenance of all alterations. Upon termination of the member's contract all alterations must be returned to its original condition if at that time the alterations are not approved by the Corporation. If the alterations must be returned to their original condition all costs are the responsibility of the member.

DATED: _____

 (MEMBER)

APPROVAL DATE: _____ COMPLETION DATE: _____

APPROVED BY: _____
 MGR FOR WINFIELD MUTUAL HOUSING CORPORATION

INSP. DATE: _____

 PRESIDENT/VICE PRES. BOARD OF TRUSTEES

INSPECTED BY _____

 BOARD MEMBER