

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

PRIOR TO COMMENCING WORK, THIS AGREEMENT MUST BE SIGNED BY THE PROPERTY MANAGER.

MEMBER _____ ADDRESS _____

The undersigned Member agrees to construct and maintain a fence adjacent to Dwelling No. _____ at their sole expense, in strict compliance with the following regulations.

1. **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 fence. You will receive a **DIG NUMBER** and utility companies will mark the location of any pipes, cables or lines in the area.
2. **LOCATION:** The attached sketch setting forth the dimensions and location of the fence is hereby made a part of this agreement. To provide unobstructed ingress and egress to the front, rear and around the building, each fence shall have a minimum of two (2) unlocked gates or openings **which shall be no closer to the building than six feet (6')** one (1) of which shall be between units. To provide additional emergency access, there shall be a clear walkway between fences or hedges, at least forty eight inches (48") wide, between the building at the back and/or the building alongside the members' residence. No fence shall be erected within 12" of any sidewalk. The minimum height of a fence shall be 36" and the maximum height shall be 48". If a fence interferes with repairs, replacements or maintenance programs, it shall be moved and replaced to permit access to the working area.
3. **TYPE OF FENCE PERMITTED:** Picket 1" thick and 3" wide : Round or split rail : Plastic or vinyl coated chain link ... The following fences are **NOT PERMITTED - SNOW : BARBED WIRE : CHICKEN WIRE : STOCKADE : BASKET WEAVE OR ANY "PRIVACY" TYPE FENCE.**
4. **STANDARD:** Workmanship shall be first class. Fence posts shall be plumb, aligned and kept in good repair. Each fence shall be restored to its original standard upon request of the Corporation. Picket fences shall be painted white, and other wooden fences painted or coated with wood preservative.
5. **MAINTENANCE:** The member shall cut the grass a minimum of 24" outside the periphery of the fence and promptly remove weeds or any type of vines or ivy growing through the fence. Neither chain link nor posts can be painted a color different than the original factory finish.
6. **INDEMNITY:** The undersigned member agrees to adequately insure the fence 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 fence.

- 7. **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.
- 8. **COMPLETION:** The fence shall be completed no later than four (4) weeks after commencement. The commencement must start within thirty (30) days of approval. Such completion shall be to the satisfaction of the Corporation Inspector who, shall determine whether or not the fence has been constructed in a proper manner. If work is not completed, new agreement will have to be issued.
- 9. **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