

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

CEMENT PATIO AGREEMENT

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

MEMBER _____ ADDRESS _____

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

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 patio. You will receive a **DIG NUMBER** and utility companies will mark the location of any pipes, cables or lines in the area.
2. **PLANS AND SPECIFICATIONS:** The patio shall be a level concrete slab having a minimum thickness of four (4") inches. The maximum size of a patio is 16'0" x 16'0".
3. **SET BACK:** The patio 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 patio shall be within eighteen (18') feet of another structure. To determine the maximum size possible, it will be assumed that a similar size patio will be constructed on the adjacent building which, when completed, will leave a minimum set back between structures of eighteen (18') feet.**
4. **LOCATION:** The attached sketch sets forth the location of the patio. A patio shall not extend over utility lines, pipes, sewers or drains.
5. **COMPLETION:** The cement patio shall be completed no later than four (4) weeks after commencement. The commencement must start within 30 days of approval. Such completion shall be to the satisfaction of the Corporation Inspector who, shall determine whether or not the cement patio has been constructed in a proper manner. If work is not completed, a new agreement will have to be issued.
6. **INDEMNITY:** The undersigned member agrees to adequately insure the patio 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 patio.
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.

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