



## ARCHITECTURAL CONTROL COMMITTEE

### REQUIREMENTS FOR INSTALLATION OF PATIO WOOD OR PLASTIC DECKS

FORM: REV. ACC-09-A-06-02-04-W

#### **ATTENTION RESIDENT!**

**MAKE SURE YOUR CONTRACTOR GETS A COPY AND FOLLOWS THESE REQUIREMENTS.**

**MAKE SURE YOUR CONTRACT WITH YOUR CONTRACTOR STIPULATES THAT THEIR PAYMENT IS CONTINGENT UPON FOLLOWING THESE REQUIREMENTS!**

1) Resident must furnish A.C.C. with the following items:

a.) Name, address, and phone number of contractor

b.) Accurate line drawing with all dimensions indicating existing fence and structures and proposed deck. Solid lines to indicate existing structures and fences, dotted lines to indicate proposed work. It is recommended that the contractor supply this diagram with the homeowner's approval. Approval of any project by the Committee does not wave the necessity of obtaining the required permits. Obtaining a permit does not wave the need for Committee approval. The Committee will not knowingly approve a project that is in violation of building or zoning codes.

2) The guidelines for the construction of patio wood decks are as follows:

a.) Patio decks will be constructed out of treated or plastic lumber only.

b.) All fasteners to construct patio deck, whether screws or nails, will be made of galvanized steel.

c.) All joists must be 2"x3" or larger. Clearance between joists is to be no larger than 16" o.c.. These joists are to be installed perpendicular to the front of the structure.

d.) Surface boards are to be at least 5/8" thick and 3 3/4" wide. These boards are to be attached to the joists using either galvanized decking screws or galvanized nails. These boards are to have 1/2" spacing between boards.

e.) Decks are to be installed in such a way as to have an 1/8" of pitch per foot flowing away from the structure.

f.) If the wood deck is to be installed over a water shut off; an access panel must be installed in the surface of the deck. This access panel must be at least 18" square and hinged on one side with galvanized hinges.

g.) The deck can in no way be affixed or attached to the structure or the fences. A minimum clearance of one inch from the fence line and one inch from the structure must be kept.

h.) There must also be a minimum clearance of 1/2" from the top of the surface boards to the bottom of any doorsills.

3) Upon completion of the patio deck, the responsibility for the maintenance and upkeep of the patio deck, shall remain the sole responsibility of the homeowner.

All repairs and upkeep of the patio deck shall be at the homeowner's expense.

4) Responsibility for the maintenance and upkeep of these patio decks will transfer to the new owners upon sale of the unit. It is the responsibility of the present homeowner to inform the new homeowners of this prior to the sale of their home.

5) Any cost incurred by the Board of Managers due to the removal of all or part of the patio deck for emergency repairs and/or failure of the home owner to keep the patio deck maintained in good condition, shall be at the home owner's expense. And will be billed to that homeowner.

6) Homeowner is responsible for all water intrusion and all subsequent damages caused solely or in part by the construction of the patio deck including but not limited to water entrapment under the deck.

7) A security deposit of six hundred dollars (\$600.00) must be deposited with the Architectural Control Committee before work on the patio deck begins. Make checks payable to Blue Ridge Condo I or II. This security deposit will be returned to the homeowner upon satisfactory completion and final inspection of the proposed patio deck.

8) The Committee's approval of an application for said work would become null and void if the work is not begun within sixty days and the job must be complete within ninety days after written receipt of approval. If the work is not completed within this time frame, a new application must be submitted and approval will again be required.

I have read the above rules and restrictions and requirements regarding patio decks and I agree to be bound by them.

I have read the above. I fully understand and acknowledge that if I do not fully comply with the above specifications that I will forfeit my entire security bond in the amount of \$600.00.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_



**ARCHITECTURAL CONTROLS COMMITTEE  
WORK REQUEST APPLICATION**

UNIT # \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_

NAME \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

- ☐ I have enclosed a \$10 application fee payable to "Blue Ridge Condo I or II" (Non-refundable)
- ☐ I have enclosed the required bond check for \$ \_\_\_\_\_ Check # \_\_\_\_\_ (payable to Blue Ridge Condo I or II).  
(Refundable upon completion and ACC approval of job.)
- ☐ I have read the A.C.C. rules, restrictions, and requirements in the Blue Ridge Mission Statement Rules & Regulations and received the specifications for requested project.
- ☐ I have enclosed a SIGNED Hold Harmless & Indemnification agreement.
- ☐ Description of project requesting permission for: (attach pictures, brochures, drawings and documentation or specifications on materials to be used for project requested) Use reverse side if, necessary.

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

License #: \_\_\_\_\_

- ☐ Mail this application, **Certified Mail**, to Blue Ridge Condominiums, Architectural Control Committee, Condo I, 877 Golf Lane, Medford, NY 11763 or Condo II, 888 Golf Lane, Medford, NY 11763 or return to the Application Processor and Consultant, in the Condo I or Condo II office.

Check any that apply:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Front Door   | <input type="checkbox"/> Windows  | <input type="checkbox"/> Patio Renovation     | <input type="checkbox"/> Other                |
| <input type="checkbox"/> Gutters  | <input type="checkbox"/> Satellite Dish                                       | <input type="checkbox"/> Fence/Gate Enclosure | <input type="checkbox"/> Non-Existing Windows |
| <input type="checkbox"/> Sliding Patio Door Replacement<br>(Forester & Edgewood models, only)     | <input type="checkbox"/> Vinyl Fence<br>(Installed by Precision Fence – only) |   |   |
| <input type="checkbox"/> Solatubes (not skylights)<br>(Installed by Solar Reflections, Inc. only) |   |   |   |

I have read the attached rules, restrictions, and requirements I understand that upon receipt of this application, the \$10 application fee, the required bond fee, and a signed Hold Harmless and Indemnification Agreement, the Board of Managers will send me an approval letter and permit to begin work. I further understand that no work can commence until written approval has been received.

Homeowner Signature \_\_\_\_\_

Daytime Phone \_\_\_\_\_



### ACC Required Bonds

<u>Project</u>	<u>Bond Required</u>
1. Concrete Patio	\$600
2. Fence Gate or Section	Payment in full for gate built by BR Maintenance.
3. Fence Gate or Section	\$100 If built by homeowner or contractor
4. Front Door	\$100.00
5. Gutters/Leaders	\$200.00
6. Non-Existing Windows	\$600.00
7. Patio Enclosure	Payment in full for fence sections
8. Patio Extension	Payment in full for fence sections
9. Patio Enclosure	\$100 If built by homeowner or contractor
10. Patio Extension	\$100 if built by homeowner or contractor
11. Paving Stone Patio	\$600.00
12. Replacement Windows	\$200.00
13. Satellite Dishes	\$100.00
14. Sensor Light	\$100.00
15. Solar Tube	\$200.00
16. Wood Deck Patio	\$600.00



## AGREEMENT

(For Units Located Within Blue Ridge Condominium)

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and among BLUE RIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), having an office at 899 Golf Lane, Medford, NY 11763, BLUE RIDGE CONDO I & CONDO II (hereinafter referred to as the "Condominium"), having a office at 877 and 888 Golf Lane, Medford, NY 11763 and \_\_\_\_\_ (Insert name and address of homeowner) \_\_\_\_\_ (Hereinafter collectively referred to as "Homeowner").

**WHEREAS**, Homeowner has requested permission of Association and Condominium to \_\_\_\_\_ (describe request) \_\_\_\_\_; and

**WHEREAS**, the Association and Condominium have investigated the matter and have decided to approve homeowner's request subject to, among other things, the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the approval of the Association and Condominium of homeowner's request, homeowner hereby agrees as follows:

1. The improvement for which approval is being sought is done at by own risk. I understand and agree that neither the Association nor the Condominium makes any promises or representations as to the safety or appropriateness of the work to be performed.

2. I hereby waive any and all claims I presently have, or hereafter may have, against Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Board of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents, employees and representative arising from, or connected with, the installation, use or ownership of \_\_\_\_\_.

3. I hereby agree to hold harmless and indemnify Blue Ridge Homeowners Association, Inc. its Architectural Committee, members of its Boards of Directors and/or Architectural Committee, its agents, employees and representatives and Blue Ridge Condo I and Condo II, members of its Board of Managers, its agents employees and representative from and against any losses, costs and damages, including attorneys fees, connected with or arising from the installation, ownership or use of the \_\_\_\_\_.

4. I agree to maintain, repair and/or replace the \_\_\_\_\_ so that it is continuously in a safe condition and attractive appearance. I further agree and represent that I will maintain, repair and/or replace the \_\_\_\_\_ to the reasonable satisfaction of the Condominium. In the event I fail to perform any item of maintenance, repair or replacement requested by the Condominium after reasonable notice, I agree that the Condominium shall have the right to perform such item of maintenance, repair or replacement on my behalf and to charge me for the cost thereof. Any and all such costs shall be deemed to be additional common charges, subject to all of the collection remedies set forth in the By-Laws, Declaration and in the law.

5. I understand and agree that I am obligated to obtain and maintain homeowners' insurance coverage for the benefit of the Condominium and Association. I further warrant and agree that such coverage shall extend to the hold harmless and indemnification provisions contained in this Agreement. In the event I fail to maintain such insurance, either the Condominium or the Association shall have the right but not the obligation to purchase such insurance on my behalf and to charge me for the cost as additional common charges/assessments. I further understand that in the event I do not obtain the insurance required in this Paragraph, that either the Condominium or the Association shall have the right to revoke its consent to the making of the improvement and to require that it be removed at my cost and the area be restored to its original condition.

6. I understand and agree that when I sell my home it is my responsibility to bring this Agreement to the attention of the buyer so that it will be an obligation which runs with ownership of my unit and binds all future purchasers.

7. In the event of any conflict or inconsistency between this document and any document signed by homeowner in connection with the installation of \_\_\_\_\_ the terms of this document shall be controlling.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of date set forth above.

BLUE RIDGE HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

BLUE RIDGE CONDOMINIUM I

By: \_\_\_\_\_

BLUE RIDGE CONDOMINIUM II

By: \_\_\_\_\_

Homeowner(s)

\_\_\_\_\_

\_\_\_\_\_