



**WAVERLY ESTATE CONDOMINIUM ASSOC., INC.
DECK AND PATIO CONSTRUCTION SPECIFICATIONS**

DECK – defined as a structure made of wood or composite material. See construction specifications on page 2.

- 1) **BUILDING PERMIT** – The construction of a deck requires a Building Permit. This must be obtained from the Town of Brookhaven. Visit their website at www.brookhaven.org. Follow the links to Licenses, Permits, Applications & Forms.

You may also visit the Town of Brookhaven Building Division located at One Independence Hill, Farmingville, NY 11738. A sample of the Town documentation is enclosed. You will be required to bring the enclosed letter addressed to the Town of Brookhaven along with the other Town-required documentation to complete the permit application process. ***A copy of the Town permit must be submitted with your application to the Board of Managers.***

- 2) **CERTIFICATE OF OCCUPANCY** - Upon completion, a Certificate of Occupancy must be obtained from the Town of Brookhaven and filed with the Property Manager.

PATIO – defined as a structure made of stone, slate, interlocking brick, pavers or similar material. See construction specifications on page 3.

NOTE: Patios do not require a Building Permit.

APPLICATION REQUIREMENTS FOR DECK OR PATIO

- **IRRIGATION SYSTEM RELOCATION** - An inspection of the sprinklers located directly behind your unit must be carried out by the current irrigation company hired by the Association **prior** to the construction of your deck or patio.
 - Contact the Property Manager for contact information of the current irrigation contractor.
 - Each homeowner must ensure that the sprinkler heads have been properly relocated to allow for the construction of your deck.
 - The homeowner will be financially responsible for any costs incurred to relocate heads or lines.
 - A letter or copy of a paid invoice from the irrigation company indicating that the system has been satisfactorily rerouted must accompany the patio / deck application.
- **CONTRACTOR'S INSURANCE AND HOME IMPROVEMENT LICENSE INFORMATION**
 - **Building Permit** issued by the Town of Brookhaven (for decks only)
 - **Home Improvement License** – All contractors must provide proof of a valid Suffolk County Home Improvement license.
 - **Insurance** – All contractors must provide proof of liability insurance coverage of no less than \$ 1,000,000.00 naming Waverly Estates as an additional insured, and workers compensation insurance showing the unit owners name and address.

- **Contract** – A copy of the contract between the homeowner and the contractor must accompany this application.

- **APPLICATION AND DEPOSIT**

Security deposit - Send the completed application with the necessary attachments and a check in the amount of \$ 500.00 payable to Waverly Estate Condominium Association Inc., PO Box 893, Conway, SC 29528. Your check will be deposited upon receipt. This is a refundable deposit which will be returned, if all necessary requirements listed herein have been satisfied.

The Board of Managers will review your application and upon approval, provide you with written confirmation that construction can begin. **PLEASE NOTE: WRITTEN APPROVAL MUST BE RECEIVED PRIOR TO THE CONSTRUCTION OF YOUR PATIO OR DECK.**

DECK CONSTRUCTION SPECIFICATIONS

- The structure, including flower boxes, if applicable, cannot exceed 14' in length from the back of the house and 20' in width.
- Floor beams must be sixteen inches (16") on center.
- All deck posts must be four x four inches (4" x 4"), set eighteen inches (18") deep, with corner posts set in cement, sloped two inches (2") higher on grade.
- The exposed perimeter of the deck must have a fascia board so that the space between the ground and the deck does not exceed two inches (2").
- All wood used to construct a deck must be pressure-treated yellow pine, cedar or natural redwood or composite material.
- Mesh must be placed underneath the structure to prevent weeds from growing through it.
- All hardware must be galvanized.
- The surface of the deck must not exceed the height of the patio door sill.
- The deck must not be attached to the condominium unit or fences.
- The deck must be graded to a minimum of one inch (1") to allow for proper drainage away from the house.
- Sewer traps must remain accessible.
- **Fence extension** - If there is only one, 8 ft. section of PVC fence on each side of your restricted common area, the fence must be extended to 14' to end at the end of the structure on each side. The second section cannot extend past the 14' deck. The extended fence sections must match the existing fence in color, type and size. This can be accomplished by contacting management to have the fence sections installed.
- Any damage to the grass during the construction of your deck must be repaired by the unit owner by the use of topsoil and seed.

- The use of clear wood preservatives may be used to stain your deck.
- The deck must be completed within 30 days of the date of approval of your application. This includes all fence extensions, restoration of the grass surrounding the deck and cleanup.

INSPECTION AND CERTIFICATE OF OCCUPANCY - You are required to contact the management company upon completion of your deck to request an inspection. To receive a full refund of your deposit, your structure must meet all construction requirements listed herein.

You are then required to obtain a **Certificate of Occupancy** from the Town of Brookhaven, a copy of which must be forwarded to the Management company. Upon receipt, your deposit will be refunded.

PATIO CONSTRUCTION SPECIFICATIONS

- The structure, including flower boxes, if applicable, cannot exceed 14' in length from the back of the unit and 20' in width.
- Mesh must be placed underneath the pavers to prevent weeds from growing through it.
- The patio must be laid on at least four inches (4") of sand or a combination of crushed stone and sand.
- After pavers are installed, polymeric sand must be used to fill in the joints.
- The patio must be held in place by either a PVC retaining edge secured by 10" spikes, a 2" x 10" wooden frame or a 2"x 10"-concrete frame with soil placed over it to allow the grass to grow up to the patio. The use of clear wood preservatives may be used to stain the frame if wood is used.
- The surface of the patio must not exceed the height of the patio door sill.
- The patio must not be attached to the condominium unit or fences.
- The patio must be graded to a minimum of one inch (1") to allow for proper drainage away from the house.
- Sewer traps must remain accessible.
- The patio must be completed within 30 days of the date of approval of your application. This includes all fence extensions, restoration of the grass surrounding the patio and cleanup.

INSPECTION- Upon completion of your patio, you are required to contact the management company to request an inspection. To receive a full refund of your deposit, your structure must meet all construction requirements listed herein.

COMPLETION & CLEANUP OF YOUR DECK OR PATIO

All construction must be completed within 30 days from the date of written approval, or the Board of Managers shall have the right to remove any incomplete work at the unit owner's expense.

The use of heavy machinery is PROHIBITED on Waverly Estates property.

Building materials should be placed on a tarp or equivalence, on the grass behind the unit, not to exceed a period of 24 – 48 hours.

The use of the community dumpsters is PROHIBITED to dispose of any construction/building materials. If a dumpster is needed for this purpose, please complete a DUMPSTER application and submit with all necessary documentation. **Please note: A monetary fine starting at \$ 200.00 will be levied against any homeowner who uses the community dumpsters to dispose of building/construction materials.**

The unit owner shall be assessed for any damage to the common areas resulting from the improper installation or maintenance of the patio or deck.

It is the responsibility of the unit owner to ensure that all common areas remain free of construction material during and after the installation of the patio / deck. This includes any material left in the parking area or on the grass behind the unit.

THE BOARD OF MANAGERS RESERVES THE RIGHT TO DENY PERMISSION FOR ANY PROPOSED PATIO / DECK IT DEEMS INAPPROPRIATE.

ALL ADMINISTRATIVE EXPENSES INCURRED BY THE CONDOMINIUM WILL BE CHARGED TO THE UNIT IF ANY OF THESE REQUIREMENTS ARE VIOLATED.

WAVERLY ESTATE CONDOMINIUM ASSOCIATION
PATIO / DECK APPLICATION

PROPOSED STRUCTURE (check one)

☐ PATIO _____ ☐ WITH PLANTER/FLOWERBOX ☐
☐ OTHER _____

☐ DECK _____ ☐ WITH PLANTER/FLOWERBOX ☐
☐ OTHER _____

PATIO MATERIAL INFORMATION (check all that apply)

- ☐ BRICK
☐ INTERLOCKING STONES
☐ BLOCKS
☐ SLATE
☐ OTHER (Please describe)

DECK MATERIAL INFORMATION (check one)

- ☐ Pressure treated wood Indicate color of stain to be used (if any _____)
☐ Composite material

CONTRACTOR INFORMATION

Name	
Address	
City/St/Zip	
Telephone #	
Fax #	
Date to begin construction	

I HEREBY UNDERSTAND AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS CONTAINED IN THE PATIO / DECK POLICY HEREIN.

Owners Name (please print)

Signature

Daytime telephone number

Date

Unit #

ALTERATION AGREEMENT

AGREEMENT, made as of the _____ day of _____, 20____, by and between _____ and _____, residing at _____ Holtsville, NY 11742 (hereinafter collectively referred to as (“the Owners”) of a unit (“the Unit”) located at _____ within Waverly Estates Condominium the (“the Condominium”) and the Board of Managers of Waverly Estates Condominium (hereinafter referred to as “the Board”, with an office c/o Small Business Management Solutions Inc., PO Box 893, Conway, SC 29528-0893

WHEREAS, the operation and management of the Condominium is vested in its Board of Managers; and

WHEREAS, in accordance with the governing documents of the Condominium, no structural or exterior alteration, addition or improvement may be made without the prior written consent of the Board; and

WHEREAS, Owners desire to install _____ on the _____ of their unit; and

WHEREAS, the Board is willing to grant its consent to the Owners’ application to install _____ on the _____ of the unit;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree as follows:

1. Owners represent that the _____ will be installed/constructed strictly in accordance with the plans and specifications submitted to the Board,
2. The entire cost of the construction and/or installation of the _____ shall be borne by the Owners. Owners shall be solely responsible for complying with all municipal regulations including, but not limited to, obtaining, and paying for, all permits, certificates and things of like nature. Owners agree to provide the Condominium with copies of all permits and approvals promptly upon receipt of same. Any approval given by the Condominium is expressly made subject to Owners obtaining and delivering to the Condominium all such approvals. The Condominium shall have the right to rescind any prior approval in the event Owners violate the terms of this Section.
3. In the event Owners wish to store any materials and/or tools on the premises during construction, Owners agree to obtain the prior approval of the Board to do so. During construction/installation, Owners premises and the building shall be continuously kept in a neat manner. Owners shall be responsible to provide daily clean-up in the area in order that the area will be continuously kept free of any and construction debris. In the event of any damage or destruction to the home or surrounding property or landscaping during construction/installation, Owners will (i) notify the Board within twenty-four hours of the occurrence of any such damage and (ii) correct any such damage within three business days after it occurs, unless a longer period is approved by the Board.
4. Owners agree to maintain, repair and/or replace the _____, and all appurtenances, in order that the _____ shall continuously be kept in a safe and attractive condition.
5. In the event the Board, in its sole discretion, determines that the Owners have failed to comply with the obligations set forth in paragraph 4 herein, the Owners agree to perform any items of repair, maintenance, reinstallation and/or replacement

requested by the Board, provided that the Board gives the Owners thirty (30) days written notice to do so, sent by ordinary mail to the Owners at the address set forth above, or at any other address which shall be provided to the Board for the purpose of providing this notice. Should the Owners fail to perform the work required pursuant to the Board's request, and/or fail to perform the work to the Board's reasonable satisfaction, the Owners hereby authorize the Board to perform such work on the Owners' behalf and agree to pay and all expenses associated with such work within (30) days after being sent a bill there for. Any such expenses shall be billed as additional common charges pursuant to the By-Laws of the Condominium and in the event any such sums remain unpaid, the Board may take such action to collect the unpaid sums in the same manner as the collection of unpaid common charges.

6. Owners, jointly and severally, agree to indemnify and hold harmless Waverly Estates Condominium, members of its Board of Managers, its agents, employees and representatives from and against any and all losses, costs or damages on account of injury to persons or property arising in connection with design, construction, use, maintenance, replacement and/or repair of the _____, together with any and all attorneys' fees incurred by the Condominium as a result of any such claim. Owners shall be obligated to reimburse the Condominium as additional common charges for any legal fees incurred by the Board as a result of Owners' breach of this Agreement or the enforcement of its terms.

7. Owners represent that the improvement for which approval is being sought is done at their own risk. Owners further understand and agree that the Condominium makes no promises or representations as to the safety or appropriateness of the work to be performed.

8. In the event of any conflict or inconsistency between this Agreement and any other document (including the By-Laws and/or Declaration of the Condominium), the terms of this Agreement shall be controlling.

9. The Condominium's permission to allow Owners to install _____ is based upon the unique circumstances presented in Owners' application to the Condominium. The Agreement on the part of the Condominium to allow Owners to perform the installation shall not serve as any precedent for, or approval of, a similar installation by any other homeowner.

10. In the event the _____ must be moved, removed, destroyed (in whole or in part) or altered by the Condominium in order to perform any item of maintenance, repair or replacement to the common areas and/or another home, the Condominium shall not be obligated to repair or restore the _____. The Condominium's sole responsibility shall be to restore the area where the _____ was installed to the condition it was in prior to such installation. Owner shall be solely responsible for all costs in connection with moving, removing, destroying, repairing and/or replacing the _____.

11. Upon completion of the installation of the _____, it shall become part of the common elements. Owner's obligations with respect to the _____ including, but not limited to, their obligations to maintain, repair, replace and move the _____ as set forth herein, shall not be altered or diminished by virtue of the fact that the _____ is considered to be part of the common elements.

12. This Agreement shall bind and insure to the benefit of the successors in interest of the parties hereto. Toward that end, the parties agree that this Agreement may be filed in the Office of the Suffolk County Clerk and that Owners shall be responsible for all filing costs as additional common charges.

13. This agreement may not be changed orally. No alteration or modification of this Agreement shall be enforceable unless in writing, signed and acknowledged by the parties hereto and recorded in the Office of the Suffolk County Clerk.

By: _____
_____, Owner

By: _____
_____, Owner



Waverly Estate Condominium Assoc., Inc.

Gazebo Lane
Holtsville, NY 11742

(843) 772 - 0043
Email: waverlyestates@sbmsi.com

Town of Brookhaven
Building Division
One Independence Hill
Farmingville, NY 11738

Re: Construction of Decks at Waverly Estate Condominiums

Dear Sirs,

This letter is to inform you that the area directly behind the Town homes at Waverly Estates running the width of the unit, not to exceed twenty feet (20') and extending fourteen feet (14') in length is considered restricted common area. Its use is confined to the owners of record. As such, the Board of Managers approves the construction of decks in this area only.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chabari H. H. H.", positioned above the typed name.

Property Manager, Board of Managers
Waverly Estate Condominium Assoc., Inc.

**SAMPLE TEXT - DO NOT USE THIS FORM - AN ORIGINAL MUST BE OBTAINED
FROM TOWN OF BROOKHAVEN**

TOWN OF BROOKHAVEN BUILDING & FIRE PREVENTION

ONE INDEPENDENCE HILL, FARMINGVILLE, NY 11738
PHONE # (631) 451-6333 – www.brookhaven.org

APPLICATION FOR BUILDING AND ZONING PERMIT

Each application must be typewritten or printed and have all information answered. Incomplete or illegible applications will not be accepted.

APPLICATION is hereby made for a permit to do the following work, which will be done in accordance with the description, survey and plans submitted pursuant to Section 57 of the Worker's Compensation Law, Zoning Ordinances, Building Code and all other applicable ordinances and laws.

Article 15 of the Executive Law of the State of New York, Section 296-5 (A) (1) prohibits discrimination in the sale, rental or lease of housing accommodations because of race, creed, color or national origin.

(Type or print firmly to ensure legible copy. No carbon necessary) ZBA # _____

Applicant _____ No. & St. _____
Village or City _____ State _____ Zip _____ Phone _____
Architect or Engineer _____ No. & St. _____
Village or City _____ State _____ Zip _____ Phone _____
Contractor or Builder _____ No. & _____
Village or City _____ State _____ Zip _____ Phone _____
Property located at No. _____ N.S.E.W. side _____
Distance _____

N.S.E.W. of _____ Village _____
State of New York.
Map _____ Section _____ Lot/s _____
Owner of record on tax rolls _____ Item No. _____ School District _____
County Tax Map Section _____ Block _____ Lot _____
Use and size of proposed work _____

This application must be signed in two places below, by the owner and the applicant, even if they are the same.

I hereby certify that I am the owner of the property that is the subject of this application and acknowledge that the described work is intended to take place on said property. By signing this application, I acknowledge that there may be restrictive covenants or agreements held by private and/or public entities and do agree to fully comply with all requirements of said covenants and/or agreements. Any false statement made herein is punishable as a misdemeanor pursuant to § 201.45 of New York Penal Law.

Date: _____ Print Name _____ Signature: _____

OWNER

I hereby certify that I have examined this complete application and the statements therein are true and correct, and that all work shall be done in accordance with all applicable Town, County, State and Federal Laws. By signing this application, I acknowledge that there may be restrictive covenants or agreements held by private and/or public entities and do agree to fully comply with all requirements of said covenants and/or agreements. Any false statement made herein is punishable as a misdemeanor pursuant to § 201.45 of New York Penal Law.

Date: _____ Print Name: _____ Signature _____

APPLICANT

This application must be signed in two places above, by the owner and the applicant, even if they are the same.

FOR BUILDING USE ONLY:

Proposed use Permit #: _____ Issued: _____

Zoning District

Receipt #: _____ Issued: _____

Property Area

Property Width 1st floor area: _____ sq. ft. _____ = _____

Front Yard Setback 2nd floor area: _____ sq. ft. _____ = _____

Rear Yard Setback

Accessory area: _____ sq. ft. _____ = _____

Side Yard Setback

Side Yard Setback

S.C.H.D.

Permit Fee: _____ Estimated Value: _____

Survey

Plans Add. Fee: _____

Other

Plmg. Fee: _____

Permit approved date _____ Per: _____

TOTAL: _____ C/A _____

Permit Denied (expires in 60 days) date _____ Per: _____

Remarks:

CO #: _____ Issued: _____ CC #: _____ Issued: _____

() Approved for issuance of certificate Per: _____

Remarks: _____

- () 1. Bldg. Insp. approved () 7. Planning Board approved () 13. Disclosure approved
 () 2. Plumbing Insp. approved () 8. Highway Dept. approved () 14. Smoke approved
 () 3. Final Survey approved () 9. Assessment Cert. approved () 15. Energy STAR approved
 () 4. Electric Cert. approved () 10. Lead Test approved () 16. Pictures approved
 () 5. S.C.H.D. approved () 11. Debris Affidavit approved () 17. Other _____
 () 6. Fire Prevention approved () 12. Steel Affidavit approved