

**GLENMONT COMMONS
HOMEOWNERS ASSOCIATION, INC.
RESOLUTION 09-01
(Concerning Deck Expansions)**

WHEREAS, Article XI(a)(vii) of the Glenmont Commons Homeowners Association, Inc. Declaration of Covenants and Restrictions provides that Unit Owners shall not have the right to change the appearance of any portion of the exterior of a Building without the prior written consent of the Board of Trustees; and

WHEREAS, Rules and Regulations of the Association provide that the Board of Trustees may promulgate additional Regulations concerning the use of the property, provided that copies of these regulations are furnished to each Owner prior to becoming effective; and

WHEREAS, Unit Owners commonly seek to expand their decks, and it is necessary and appropriate to promulgate guidelines for such expansions and penalties for noncompliance, to assure that all Unit Owners are treated equally, and that the appearance of the community is maintained to assure that the community remains a beautiful and desirable place in which to live.

NOW THEREFORE, BE IT RESOLVED this 22nd day of JULY, 2009, as follows:

1. Rule 19 of the Rules and Regulations of the Glenmont Commons Homeowners' Association, Inc. is hereby by adding thereto a new subsection (f), to read as follows:

19. The Association grants its approval and consent to all Owners:....

(f) to expand the decks located behind their Units, provided that such expansions receive the prior written approval of the Board of Trustees. Such approval shall be sought in accordance with the procedures and criteria set forth at Schedule A to this Resolution.

2. This Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter.

3. Notice. The Association's Property Manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of this resolution to all unit owners.

4. This Resolution shall take effect immediately, and shall be binding upon all Owners, their tenants, occupants, successors, heirs and assigns.


5. This Resolution supersedes any and all previously adopted resolutions, rules and regulations pertaining to the subject matter hereof.

6. If any provision of this Resolution is ruled invalid, the remainder of this Resolution shall remain in full force and effect.

ATTEST:

**GLENMONT COMMONS
HOMEOWNER'S ASSOCIATION, INC.**

7/22/09 /
, Secretary

By: 
7/22/09

SCHEDULE A
DECK EXPANSIONS

Decks may be expanded by Unit Owners in accordance with the following standards. A copy of these standards shall be provided by the Property Manager to any Owner who submits a request for a deck expansion.

1. Deck Expansion Application Procedure; Written Notification Required.

A. Any Owner wishing to expand a deck shall submit written notification to the Property Manager. That written notification shall indicate the proposed location of the deck, the materials to be used and the dimensions of the deck.

B. The Board of Trustees, or such subcommittee as may be designated by the Board of Trustees for the purpose, shall respond in writing within twenty (20) business days approving or disapproving the proposed expansion. In the event of a disapproval, the reasons therefor shall be stated with specificity.

C. Any Owner aggrieved by the approval or disapproval of a deck expansion shall have the right to a hearing before the Board of Trustees, to be conducted at the next monthly Board of Trustees meeting to be held more than five (5) business days after the approval or disapproval.

2. Deck Expansion Guidelines. Any deck expansion shall, at a minimum, comply with the following guidelines:

A. No deck shall be expanded to a width of greater than 12 feet projecting outward at any point from the rear of the Unit and a width of greater than 16 feet

from side to side, horizontal to the Unit. Where appropriate, a restriction to a size of less than 12 feet by 16 feet may be imposed.

B. The Owner may use composite decking, rather than wood, if so desired, provided that the design and appearance of the deck is consistent with the standards and appearance of the community.

C. Replacement railings must match the design and color of those currently installed throughout the community.

D. The stairs must be constructed within the 12 x 16 area, and cannot extend beyond that building envelope.

E. The Owner is responsible for obtaining all applicable permits. An approval of a deck expansion hereunder does not constitute a representation by the Board of Trustees that the proposed deck expansion meets with applicable building codes and standards.

F. The Owner shall bear all costs of the deck expansion, including but not limited to: (a) costs of construction, materials and permits; (b) moving the sprinkler system, if the deck expansion inhibits or prevents the system from functioning properly; and (c) any other costs associated with the expansion.

G. Prior to commencing construction of a deck, the Owner shall provide the Property Manager with a Certificate of General Liability Insurance that names the Glenmont Commons Condominium Association as an "Additional Insured" for a minimum of \$500,000.00.

H. The deck must have a minimum of [8] feet of clearance extending from the back of the deck to the nearest point of any retaining wall behind the deck.

- I. No HVAC or air conditioning units may be placed on a deck.
- J. The Board of Trustees may impose additional standards and restrictions as necessary and appropriate.

3. Penalties for Noncompliance. In addition to any fines that may be imposed under the governing documents of the Association, any Owner who installs a deck in violation of this Resolution may be required to remove it and restore the area from which it was removed at the Owner's sole cost. If the Owner does not comply with the terms of this paragraph, then, upon 10 days notice to the Owner, the Association may remove the deck and any equipment on the deck and restore the area from which it was removed, and assess the Owner for the cost associated with the removal and restoration. Assessments pursuant to this section may be collected in the same manner and to the same extent as other assessments payable to the Association, including, without limitation, the assessment of late charges, acceleration of the assessment, the institution of litigation to collect same, and the placement of a lien upon the Owner's Unit.