

RULES FOR DECKS AND TERRACES

FROM THE BOARD OF DIRECTORS

Effective January 1, 2004

Dear Shareholders & Residents:

MAINTENANCE & SAFETY OF WOOD DECKS & TERRACES

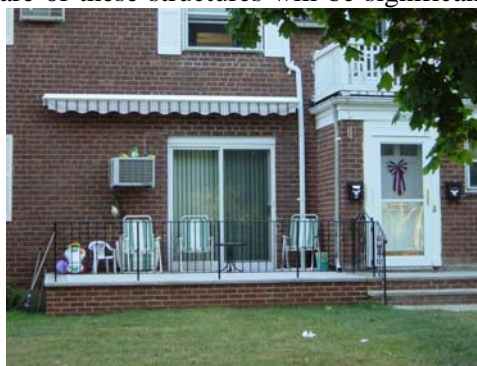
The board of directors has worked diligently at making the process of value added improvements a reality here in Glen Oaks Village. Our vision has met with enormous success and many families are now installing decks & terraces. We usually refer to decks as first floor structures and terraces as second floor structures. Through our alteration agreement we are able to make sure that construction complies with all of our house rules and NYC building codes. In fact, part of the process is our architectural inspection and sign off to insure safe construction.

However, once a deck or terrace is constructed your responsibility just begins. Wooden decks and terraces must be cleaned by power washing and water sealed, preferably once a year and at least every other year. This is your responsibility and one in which we will enforce. This will insure the integrity, safety and esthetic appeal of these structures.

Deck & Terrace inspections are periodically done by Glen Oaks Village to insure the integrity of the structures. Just like all other maintenance services there will be a charge for this inspection which will be \$50 and charged to your account. Any problems identified will be brought to your attention and you will be required to make the appropriate repairs. All repairs are subject to inspection to insure that they are done properly.

SYNTHETIC WOOD FOR ALL TERRACE CONSTRUCTION (2nd Floor) & BRICK & LIMESTONE FOR ALL DECK CONSTRUCTION (1st floor)

With so many people adding a deck or terrace to their apartment we have begun to address more carefully the esthetic and maintenance issue of these structures. All decks and terraces in Glen Oaks are now required to be constructed of synthetic wood or brick. Both these materials are strong and maintenance free. Synthetic wood products do not need to be stained, sealed or painted are resistant to insects, rot and decay and are fire retardant. Synthetic wood decks usually come with 20-50 year warranties. Long term care of these structures will be significantly less costly to maintain over time than wood. Your contractor is probably already aware of these products but can obtain specific information from our maintenance department. Ground our buildings have in the past been done 2 ways; limestone similar to our stoops. After careful and thoughtful evaluation of all such decks we have determined that the limestone as shown in this photo looks better with our brick buildings than the concrete decks with the brick and this photo looks better with our wood. These decks require much less maintenance and are often less expensive to construct than wood. With this in mind we have promulgated the following rules which are subject to changes and revisions by the Board of Directors.



Effective January 1, 2004 all 2nd floor terrace construction must be done with synthetic wood & all 1st floor deck construction must be done with brick & limestone.

- **1st FLOOR FRONT DECKS** must be constructed of brick and limestone. Exceptions to this rule will be made when deck elevation issues make such installations impractical. In these cases decks may be constructed of synthetic wood in White, Redwood or Cedar colors only.
- **2nd FLOOR FRONT TERRACES** must be constructed of white synthetic materials.
- **REAR DECKS & TERRACES** must be done with brick and limestone or constructed of synthetic materials in Redwood or Cedar colors only.
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Synthetic Wood Color Samples

RECONSTRUCTION OF PRE-EXISTING TERRACES THAT WERE BUILT AS PART OF THE ORIGINAL CONSTRUCTION OF GLEN OAKS VILLAGE are subject to certain rules which apply to these structures and the shareholders that own these apartments. Not all apartments in Glen Oaks Village have terraces that afford the shareholder exclusive and private use providing an added element of enjoyment. These 2nd floor front terraces which were built with the original construction are expensive to safely maintain when repair or replacement becomes necessary. Each year as part of the overall budget of the co-op, funds are allocated to repair or replace these terraces on an as needed basis. The board of directors believes that shareholders of these units should contribute towards the replacement cost if it is determined that their terrace needs to be replaced rather than repaired. Repair costs will continue to be paid in full by the co-op. The replacement cost will now be shared equally between the co-op and the shareholder(s) of the apartment. Terrace replacement will only be done if it is beyond repair and safety dictates that replacement is necessary. All terraces that need to be replaced will be done with white synthetic wood. The board feels that shareholders of these units will benefit not only with a beautiful maintenance free terrace but with a more valuable apartment that will command a higher price when the unit is eventually sold.

The board of directors is always seeking to find the proper balance between shareholder and co-op responsibility. We believe that this initiative is fair to all shareholders and will help keep Glen Oaks Village a beautiful and affordable place to live and raise a family.

GENERAL GUIDELINES FOR INSTALLATIONS OF DECKS & TERRACES

All alteration agreements for decks and terraces are reviewed on a case by case basis. Things we look at are aesthetics, types of material used, building sight lines, effect on neighboring apartments, etc. Guidelines must be followed and can only be waived or altered on a case by case basis by a properly approved alteration agreement. These guidelines and rules are subject to change at any time by the Board of Directors.

DECKS – Following Rules Apply to Ground Level apartment Decks only.

1. Front decks are to be constructed of concrete, brick and limestone. Rear decks may be constructed with similar materials or with synthetic wood in “redwood” or “cedar” colors only.
2. Must conform to building sight lines and building aesthetics.
3. Generally should not extend further towards the front of the building than the top step of the apartment stoop.
4. Any previously constructed wood deck left in its natural color must be treated with a similar color exterior deck stain or paint at least once every three to five years as conditions warrant. Since the same color is being used, an alteration agreement is not required. Any painting or staining other than the original color must be approved by an alteration agreement. A front deck that is painted white does not require approval to repaint it.
5. The synthetic wood slats & lattice used on decks must be similar to those used on 2nd floor terraces in our community.
6. Concrete decks must have railings and the brick used must be similar in color to our buildings.
7. Ground floor deck may not be erected in any area where both up and downstairs residents share a common garden area unless the upstairs owner consents to its construction.
8. Synthetic materials must be used on all readily visible parts of the deck except the posts. The posts, headers and any other parts of the deck that are not synthetic materials must be painted or stain the same color as the synthetic materials used.
9. If the deck has steps then a concrete landing (base) must be used to anchor the steps to the ground. If there is a sidewalk in close proximity to the deck, you will be required to connect your stairs to such sidewalk.

TERRACES – Following Rules Apply to 2nd Floor apartment terraces only:

1. Front terraces must be constructed of white synthetic materials. Rear terraces must be constructed of synthetic materials in “redwood” or “cedar” colors only.
2. Must conform to building sight lines and building aesthetics. Split terraces, where only 1 side of a vestibule roof is having a terrace constructed should come out towards the front of the building no further than current footprint of the vestibule roof. A split terrace may not protrude further than the vestibule gutter of the adjacent unit. In other words when looking at the split vestibule roof from the front of the building, the drainage gutters that run along the base should be a straight run. Doing otherwise takes away from the look and uniform symmetry of the buildings.
3. Rear Terraces are generally limited to 10’ out from the building and may run along the building provided you have the consent of the 1st floor owner if it will be above a 1st floor window.
4. Awnings and awning colors must be included in your alteration agreement application, green or green & white are recommended.

5. A Terrace erected above any downstairs window or apartment entrance landing must have the consent of the 1st floor owner(s).
6. A Terrace constructed above a pre-existing vestibule roof may extend to the top step of the front stoop (apartment entrance landing). On a case-by-case basis depending on the location and building configuration, the board may allow a deck to extend further towards the front so as to cover all of the stairs. This must be requested in the alteration agreement and agreed by all owners in the adjoining apartment(s).
7. A Terrace constructed directly above and not extending out from the pre-existing vestibule roof does not require the consent of the 1st floor owner.
8. Terrace cannot extend beyond the end of the building unless it is a wraparound terrace.
9. Terrace must include railings and flooring (decking) of synthetic materials and the decking must be white capped on all visible sides.
10. Foundation column must be covered with a white decorative column collar with architectural detail and made of vinyl or baked enamel aluminum finish (not required for back area terraces). A flat vinyl covering with no texture or architectural detail will not be approved.
11. Synthetic materials must be used on all readily visible parts of the terrace except the posts. The Board of Directors at its August 30, 2005 meeting passed a resolution that requires all non-synthetic wood portions of rear terraces to be painted or stained the same color as the terrace. This includes posts, headers and any other parts of the terrace that are not synthetic materials. If steel posts (lolly-columns) are used, they must be painted. Since the painting or staining will be the same color as the terrace an alteration agreement will not be required.
12. The underside of the terrace must be vinyl or aluminum siding protected (not required for back area terraces).
13. Previously constructed front terraces made of wood must be painted white. Any painting or staining other than white must be approved by an alteration agreement.
14. If the terrace has steps then a concrete landing (base) must be used to anchor the steps to the ground. If there is a sidewalk in close proximity to the terrace, you will be required to connect your stairs to such sidewalk.

FREQUENTLY ASKED QUESTIONS

- *If my neighbor declines to participate in the cost of a terrace that spans across two apartments, may I use the terrace that is not on my side and can they simply cut a doorway entrance onto the terrace?*

No one can simply cut an entrance doorway onto any terrace without an approved alteration agreement. If an unauthorized entrance door is cut into our building the board of directors may seek to terminate that shareholder's proprietary lease and cancel the shareholder's shares. The board of directors will not allow the use of that portion of a terrace by one shareholder that crosses the "property line" of another shareholder. Therefore, you may not have full access to a terrace you build that extends beyond your units "property line". As to the question of cost sharing between neighbors, the board will not get involved in those issues. Generally speaking, if a shareholder is not in arrears, is in good standing and has submitted a properly completed alteration agreement to gain access to their portion of a terrace, such an alteration agreement would probably be approved regardless of whether the shareholder participated in the cost of its construction

➤ ***Will a new terrace change my monthly maintenance?***

Remember, the terrace becomes the property of the co-op upon its completion and therefore, your monthly maintenance will not be affected by the construction of a properly authorized terrace.

➤ ***Are Architectural services necessary and are there any Filing Fees?***

All decks must be properly filed with the NYC buildings department and the co-op will pay for the work permit fees if Glen Oaks does the filing. These work permit filing fees generally run about \$350. In addition to these fees Glen Oaks Village engages the services of an architect who will draw up the plans for submission to the NYC DOB, review the contractor's plans, inspect the construction, file all necessary building documents and obtain building department permits. The cost of this service is approximately \$2,000. In addition there will be a soil testing fee which is required by the DOB and will cost approximately \$350. These fees are your responsibility and will be billed to you on your monthly maintenance bill once we are billed by the architect. You are not required to use our architect and may engage your own or have your contractor do all the filing and obtain the proper permits. If you choose this route you will be responsible for all filing fees and must submit the approved documents and permits to the office before any work may begin.

➤ ***Can a terrace extend beyond the vestibule roof or building?***

Exceptions to the guidelines above are made on a case by case basis and are subject to Board approval.

➤ ***What types of railings, awnings, enclosures and light fixtures will be allowed?***

The intent of allowing the construction of terraces is to provide a permanent improvement to your apartment for seasonal enjoyment. It is not intended to provide an additional "closed-in" all weather room for permanent year round living purposes. All types of reasonable illumination will be considered for approval and should be part of your alteration application process. Awnings and other "screen-type" enclosures will be considered provided its intent is not to make the terrace an all weather permanent living space. Railings should be consistent with the "look" of other terraces in our co-op and should be part of your alteration plan proposal. Wood or metal railings are permitted.

➤ ***Who is responsible for the upkeep and maintenance of my deck or terrace?***

You are responsible for the maintenance and upkeep of your deck or terrace. Glen Oaks Village Owners, Inc. (GOVO) may at its sole discretion include your deck or terrace in its cyclical paint and maintenance program. However, you are responsible for its maintenance. Should GOVO determine that it has not been maintained properly, then GOVO will do whatever is necessary to bring your deck or terrace into compliance with house rules and building codes and will charge you for time, materials and labor incurred.

**GLEN OAKS VILLAGE OWNERS, INC.
CO-OP FEES FOR DECKS & TERRACES**

- \$ 250.00 **Deposit charge for Filing Alteration Agreement.** \$200.00 will be returned provided owner has properly scheduled inspections and all inspections have passed.
- \$2,000.00 **Architectural Filing and Inspection Fees.** This fee is charged to Glen Oaks Village by our architect and is passed through to the owner. The fee is to prepare the architectural drawings for the Deck or Terrace and to file such plans and forms with the NYC Department of Buildings (DOB). This fee also includes architectural inspection of work and certification that construction conforms to approved plans as required by the NYC DOB and GOVO.
- \$ 350.00 **Soil Testing Fee.** This fee is required by the NYC DOB to certify proper soil conditions exist. This fee is also your responsibility.

Glen Oaks Village continues to pay for the required NYC Department of Buildings work permit and asbestos testing fees.

Please read the rules and requirements set forth by the Board of Directors for all 1st floor decks and 2nd floor terraces. These rules encompass the types of allowable materials to be used and the color of the structures. These rules and requirements can be obtained at the maintenance or management office and can be found on our website www.glenoaksvillage.com, in the alteration agreement package and in the house rules.