

RULES AND REGULATIONS

(REVISED February 2018)

Greenbriar II Homeowners' Association, Inc.
Rules and Regulations

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RULES AND REGULATIONS

ARTICLE I

GENERAL

1. These Rules and Regulations apply to all Owners, Non-Owner Residents, Guests, Tenants, and visitors of Greenbriar II. They specify the responsibilities of the Association for maintenance of the community and the obligations and the limits placed on all Owners, Non-Owner Residents, Guests, Tenants, and visitors when using Common Facilities and private property. Also specified are the architectural requirements that apply when maintaining or modifying property.
- 1.2 Provisions are included to cover the handling of disputes and enforcement of these rules and the By-laws of the Homeowner's Association. Also included are appeal procedures in the event of disagreement.
- 1.3 A Trustee, as an *Ex Officio* member of all committees, is entitled to membership on each committee and full participation granted to any other committee member. A Trustee does not have the right to vote, nor obligated to attend meetings of the committee, and is not counted in determining if a quorum is present.
- 1.4 These Rules and Regulations may be amended by a majority vote of the Board of Trustees.

ARTICLE II

ARCHITECTURAL CONTROL

2 The Board of Trustees has the responsibility to establish an Architectural Control Committee, in accordance with the By-Laws and Declaration, to pursue the objectives specified below in the manner designated. The committee is composed of five (5) Members, each appointed by the Board.

2.1 Purpose

- 2.1.1 The purpose of the committee is to preserve a harmonious design of the community and to protect the value of the property in the community.
- 2.1.2 The committee does not have authority to approve any application that is not covered in the Rules and Regulations. Those applications must go to the Board of Trustees.
- 2.1.3 No committee member can approve his or her own application. Applications must be approved by a majority of the committee.
- 2.1.4 In reviewing applications for added improvements and soil regrading, the committee shall seek to accomplish the above purpose and to achieve the following objectives:
- 2.1.5 Landscape and Environment: To prevent the unnecessary destruction of the natural landscape

or of the man-made environment.

2.1.6 Relationship of Structures and Open Spaces: To insure that built-up and open spaces relate harmoniously to the terrain and to existing buildings.

2.1.7 Protection of Owners: To protect Owners by ensuring that reasonable provision is made for sound and sight buffers, the preservation of views, light and air, and other aspects of design, which substantially affect neighboring lots.

2.2 Application

2.2.1 To get permission to modify the exterior of their property or landscaping, Owners must complete a written application form. It must contain a description of the project including dimensions, color, shape, and exact location. A sketch must accompany the written description and should contain sufficient detail to permit the committee to fully assess the project. Any applicant who would like to discuss their submitted application may do so_ with notification to the committee.

2.2.2 A refundable \$25.00 application deposit shall accompany each application.

2.2.3 Owners must submit an application for a project even though it is identical to one that has already been approved for other Owners within the Community.

2.2.4 An Owner must submit an application to the committee for added improvements or soil regrading even when the Owner has obtained all necessary Township approvals for same.

2.2.5 An Owner must submit a copy of the unit survey for any project requiring ground to be broken outside the three-foot perimeter.

2.2.6 The committee will not knowingly approve an application, which is in violation of the statutes, ordinances, or codes of any Township authority.

2.2.7 It will be incumbent on the Owner to contact electric, gas, telephone, cable, irrigation companies, and other appropriate entities to ascertain the location of underground utilities wiring and sprinkler lines prior to digging.

2.2.8 The burden of proof is on the applicant to demonstrate that the application meets the design objective.

2.2.9 The committee shall approve or disapprove an application in writing within thirty (30) days from the committee's receipt of a completed application.

2.2.10 If an application is rejected, the committee shall set forth in writing a reason or reasons for disapproval.

2.2.11 If an application is denied or if the applicant is not satisfied with the conditions attached to an approval, the applicant may request that the committee reconsider it based on new or revised information. The applicant must request such reconsideration before appealing the rejection to

the Board of Trustees. The Board may reverse or modify the committee's ruling by a majority vote in a meeting attended by a quorum of the Trustees.

2.2.12 The office will file all applications according to house number, and will also file a copy of the written decision and a statement of all action that was taken. This file will be made available, upon request, to the Owner.

2.2.13 If an Owner does not submit an application for approval for any changes on the exterior of the unit, which includes surrounding grounds, before undertaking it, the Owner may be required to redo the work or eliminate it. The Owner will have thirty (30) days to make the correction from the date of notification by Certified Mail of the violation.

2.2.14 Should any work performed by the Owner require restoration of the land or the irrigation system the Owner will bear the burden of all the costs.

2.3 Construction

2.3.1 Projects approved by the committee must be substantially completed within nine (9) months after the date of approval. If not completed within this time period, the approval will be considered void. A new application will need to be submitted. The committee may grant extensions under exceptional circumstances.

2.3.2 The applicant must inform the management office of the date on which construction is to start and have mark outs done if necessary and to check the site for possible violations.

2.3.3 If the applicant wants to make changes to an application after it was accepted, a revised application must be submitted. The committee will act on the revision within ten (10) days of the submission.

2.3.4 The applicant will notify the designated person in writing of the completion date of the project. The designated person will inspect the final project. If no violations are found approval will be issued.

2.4 Design Guidelines

2.4.1 The Board has established the following design guidelines. From time to time the Board (with the advice of the committee) may amend these design guidelines to conform to other changes that may occur. If any Owner is in doubt about proposed added improvements or soil regarding the Owner should first consult with a member of the committee before starting any design work or construction.

2.4.2 There should be nothing offensive facing the outside of the home. All window dressings must be clean and maintained at all times.

2.5 Plantings

2.5.1 Flowers and shrubs may be planted within the landscaped area in front of a Living Unit as well as within a three (3) foot perimeter of the sides and rear of a unit without the approval of this committee. However, care must be taken that no plant or shrub is

planted which would, at full growth, substantially exceed the three (3) foot boundary.

- 2.5.2 The planting of a vegetable garden is to be confined either to the immediate rear of a unit or along either side of the unit, but no more than half the distance from the rear toward the front. In either case, the vegetable garden is to be confined within the three (3) foot boundary and maintained in a presentable manner. As soon as the growing season is over, the stalks and plant frames are to be promptly removed and the ground restored to an orderly appearance.
- 2.5.3 Any Owner whose plantings within the three (3) foot area are deemed by this committee to be unaesthetic must remove same within seven (7) days after written notice from the property management office.
- 2.5.4 Planting of a flowerbed within a five (5) foot diameter around the base of the tree on the front lawn is permitted.
- 2.5.5 Planting or relocating of flowers, shrubs or trees beyond the limits of the above-described areas must be approved.
- 2.5.6 A buffer zone of approximately three (3) feet around the exterior of the entire house including any addition must be kept free of grass that requires mowing to avoid the possibility of damage by lawn mower equipment. Failure to maintain a buffer zone will relieve the Association of any liability for damage to the unit or any addition.

2.6 Lawn Ornaments & Three Foot Perimeter

- 2.6.1 Owners may place garden ornaments three (3) feet in height or less, within three (3) feet of a unit without permission. They must be deemed appropriate and non-offensive. They must be kept clean and maintained at all times.
- 2.6.2 The three (3) foot perimeter surrounding your home may not be used for storage of household items, including but not limited to tools, toys, bicycles, furniture, discarded or damaged items, gas cans, or any other items that can be deemed inappropriate by the Architectural Committee and/or the Board of Trustees. Failure to remove unapproved stored items shall result in violations and fines assessed against your maintenance account.

2.7 Porches and Patios

- 2.7.1 Patios and/or open porches may not be used for any type of storage other than patio furniture including a barbeque. Patio furniture and barbeques must be functional, clean, maintained and in usable condition.
- 2.7.2 Approval of an application by the committee does not relieve the applicant of his/her responsibility to obtain approval from Brick Township inspection department before starting construction. Plans must also indicate the dimensions of all windows, door and columns.
- 2.7.3 Exterior additions of porches, patios and screens or a combination thereof shall not exceed 12 feet in depth (measured from the rear of the unit) and not exceed the width of the unit.
- 2.7.4 No air conditioner/heat pump or heater may be installed in any window or wall of the unit other than the rear exterior wall of the addition (porch) provided the projection shall not exceed twelve (12) inches and may be enclosed and must be approved.

2.7.5 The exterior walls of the addition shall contain a door and windows. The roof shall have a gutter and downspout with a splash pan. A patio railing, privacy screen or fence, no higher than 48" tall may be installed on the patio-with committee approval of its design and material.

2.7.6 Fixed patio canopies should reflect updated and approved industry standard materials.

2.7.7 Gable ended porch roofs are permitted (a gable is an inverted V shape). The pitch of the gable must match that of the main roof, and at no point can the gable roof be higher than the main roof. If the gable addition has a flat ceiling the area above it is not to be used for dwelling purposes.

2.7.8 Roof shingles of the porch must match the color and style of the main roof as close as possible. A single ventilator may be included provided it is similar to the type in the main roof.

2.7.9 Installation of permanent cellar or Bilco type steel doors to provide access to/from a unit's basement may be installed providing installation is made at the rear of the house and is contained within the limits of the uncovered cement patio. The color of the said steel doors should coordinate with the home.

2.8 Skylights

2.8.1 Subject to the committee's prior approval no more than two low silhouette skylights may be installed in the roof. The dimensions of each skylight may not exceed 24" x 48" and the height of the skylight from the top of the bubble to the roof shall not exceed six (6) inches.

2.9 Windows

2.9.1 Replacement of windows in the home requires submitting an application with installation specifications and sketches

2.10 Dormers

2.10.1 Installation or addition of roof dormers is not permitted.

2.11 Fencing

2.11.1 No type fencing is permitted.

2.12 Flagpoles

2.12.1 Flagpoles are permitted provided they are no more than 16 feet high, approved and be contained within the area of your property lines.

2.13 Awnings

2.13.1 Awnings for windows are permitted as well as on the back of the house whether there is a

sunroom or just a patio.

2.13.2 All awnings are to be made of canvas material and can be retractable, or the removal type.

2.13.3 Colors should be in shades that match or are corresponding shades to the house. Colors should accent the main color of the house, not to be the focal point of the house. A sample of the awning material must be submitted with the application.

2.13.4 Awnings must be kept by the owner in good condition. Awnings should be cleaned once a year and must be replaced when they are faded, torn or shredded.

2.14 Signs

2.14.1 No signs shall be erected or displayed on the exterior of an owner's house or on the lot. One "For Sale" sign, no larger than 18 inches by 2 feet, is permitted in an interior window facing the street and must be removed within 15 days of real estate closing.

2.15 Patio Furniture & Household Items

2.15.1 Storage of seasonal patio furniture when not in use must be stored on the back patio in an orderly manner, neat and in good condition. Your patio may not be used for storage of household items, including but not limited to tools, toys, bicycles, furniture, discarded or damaged items, gas cans, or any other items that can be deemed inappropriate by the Architectural Committee and/or the Board of Trustees. Failure to remove unapproved stored items shall result in violations and fines assessed against your maintenance account.

2.16 Clothes Lines

2.16.1 No laundry, bedding, clothing or any other similar items shall be dried, aired or displayed in any outdoor area or in a garage with an open door.

2.17 Hot tubs are not permitted outdoors.

2.18 Play Equipment

2.18.1 Permanent play equipment such as sandboxes, swings, playhouses, swimming pools, tents, etc. is not permitted on the owner's lot. Temporary use for "a day with children" is permitted.

2.19 Refuse Disposal

2.19.1 Garbage/trash containers of any type shall not be placed outdoors except on the evening before or the day of the regularly scheduled collection. Any contractor, repairman or other person retained by the owner to perform work on a unit or lot, shall be required by owner to remove all rubbish at the completion of the project.

2.20 Storage of Building Materials

2.20.1 Building material may not be stored outside unless it is being used for a project approved by the committee. Materials may not be stored for more than 30 days.

2.21 Outdoor Antennas

2.21.1 Antennas designed to receive television broadcast signals and satellite dish antennas not more than one (1) meter in diameter are permitted with the notification of the committee. Antennas may not exceed 12 feet above the roofline. Satellite dish antennas may not extend more than three (3) feet from the sides of the building. Antennas and satellite dish antennas should be installed solely on individually-owned buildings and shall be located in a place shielded from view from the streets as much as possible and be no larger or installed higher than is necessary for reception of acceptable quality signal. Committee inspection shall be made to ensure installation meets the above requirements.

2.22 Outdoor Lighting

2.22.1 Exterior lighting shall not be directed in such a manner as to create an annoyance to any owners. Single or double flood light fixtures not to exceed 150 watts in total may be installed.

2.23 Outdoor Painting

2.23.1 Exterior painting or replacement of the siding is the responsibility of the Owner. A change of color is allowed only if approved by the committee. An application for any work is to be made to the committee in advance and must contain a color sample before it will be considered.

2.23.2 A color sample must be submitted with all applications to the committee for color approval per guidelines established by the Board of Trustees.

2.23.3 Approved colors will be at the discretion of the committee and within the color scope of current industry building and design trends.

2.24 Firewood Storage

2.24.1 In those residences where fireplaces are installed, the outside storage of firewood is permitted on the patio; within the three (3) foot perimeter of either side of the residence as long as it is in the rear half of either side or within the covered entrance of a home where such model home permits. In no instance shall storage exceed two (2) feet in depth, four (4) feet in height or sixteen (16) feet in length (one cord). It shall be maintained in an orderly, presentable, non-hazardous manner.

2.25 Garage Door Replacement

2.25.1 If a garage door replacement is to be made it may be done with the approval of the committee.

2.26 Driveway and Walkways

Driveways may be replaced without approval by the committee if the materials are the same as originally installed by the developer. This includes type of construction and materials used. Driveway maintenance shall be the responsibility of the Owner. Such repairs and/or replacement must in all cases conform to the original installation, i.e., bituminous concrete or cement. A change to concrete or pavers is allowed BUT requires approval of the Architectural Control Committee. Note: The Association will not be responsible for driveways constructed of pavers due to snow plow damage and these driveways must be

staked with snow stakes.

Any plan for widening of the driveway and/or walkway areas must include a diagram of the proposed project with the materials to be used and the exact length and width sizes. Each proposal will be considered on a case by case basis. This project could involve getting a utility mark-out as well as a diagram from our water irrigation company indicating the location of the sprinkler system to alleviate the potential for damage to the utilities.

2.27 Mailboxes/Newspaper Delivery Boxes

2.27 .1 Replacement of mailboxes shall be the responsibility of the resident to purchase. The Association will install replacement mailboxes. Mailboxes must be black only. One-piece mailbox and post units are allowed. Mailbox must be an approved U.S. Postal Service mailbox. Newspaper delivery tubes are permitted in-black only.

2.27 .1.1 Mailboxes may not be moved without prior approval and authorization of the committee.

2.27 .1.2 A Resident who obtains special permission from the Brick Township Postmaster for mail delivery to the front door may install a simple, black mailbox at the front door. Through-the-door mail slot may be installed instead. No mail slots are permitted in the garage door. The Association will not provide installation for either the mailbox or mail slot. The curbside mailbox must be left in place and must be maintained.

2.27 .1.3 If the Postmaster's special permission is revoked or if ownership changes, the mailbox at the front door must be removed and delivery reverted to the curbside mailbox. Through-the-door mail slots may be left in place.

2.28 Garage sales, yard sales and outdoor auctions around the exterior of the living units are prohibited.

2.29 Common Land and Facilities

2.29.1 No Resident shall put or erect on the common land and facilities any encroachment such as a garden, fence, trees or bushes, picnic tables, patios or statues.

2.29.2 No Resident shall cut or remove trees, clear or thin underbrush or apply pesticide or herbicides on the common land.

2.30 Soffits and Fascia Board are the responsibility of the homeowner. An application must be submitted to the committee for approval.

2.31 Front Door Replacement is the responsibility of the Owner. An application must be submitted to the committee for approval.

2.32 Roof Repair and/or Replacement is the responsibility of the Owner. An application must be submitted to the committee for approval. (Township permit is also required.)

- 2.33 Solar Panels are permitted. An application must be submitted to the Committee for approval. Township permit is also required.
- 2.34 Storage Units. One small storage unit with a depth not to exceed 36 inches (3feet) can be placed on a resident's property with the approval of the Architectural Control Committee. The application must include a picture of the unit with its exact dimensions and a property diagram showing the exact placement of the unit. The unit should be located in the back of the house or on the right or left side towards the back of the property within the 3 foot perimeter of the house. It should complement the house and grounds in color and appearance. Each storage unit will be considered on a case by case basis.
- 2.35 Complaint Procedure for Architectural Control Matters
- 2.35.1 Any resident, including Trustees, Architectural Control Committee members, and the Administrator may initiate a proceeding before the Architectural Control Committee upon the filing of a written complaint to that committee. The complaint shall set forth the acts or omissions with which the respondent is charged so that a response may be developed. The complaint must be signed by the complaining party and a copy shall be furnished to the respondent.
- 2.35.2 Upon receipt of the complaint the committee shall institute an investigation into the matter, seeking confirmation of the alleged facts and the respondent's reply to the complaint. If these findings indicate that the violation has been corrected or that the complaint is no longer valid, the committee shall dispose of the complaint and notify the respondent. If this investigation finds a *Prima facie* case of violation, the committee shall refer the matter to the Board of Trustees, with a copy of their report to the respondent. All relevant information shall be included in the report to the Board.
- 2.35.3 Upon review of the submitted complaint, the Board of Trustees shall dispose of the matter including final findings and penalties, if any, at an open Board of Trustees meeting.

ARTICLE III

CLUBHOUSE AND OUTDOOR ACTIVITY RULES

- 3.1 Normal clubhouse hours are 8:30 a.m. to 11:00 p.m. daily, except for special affairs.
- 3.1.2 In order that maximum enjoyment be derived from the clubhouse and its facilities, it is important that the following procedures be followed:
- 3.1.3 The facilities of the clubhouse are primarily for the use of the Residents of Greenbriar II. Guests are welcome to use the facilities (card room, billiard room, swimming pool, library, kitchen, ceramics and arts & crafts), but must be accompanied by a Resident.

Disorderly conduct or the use of profane language will result in exclusion of use of the facilities by the Board of Trustees as follows: First offense - 30 days; second offense - 60

days; third offense - 90 days.

If a Resident is convicted in court of a criminal or quasi-criminal offense occurring on Association property the Trustees have the right to exclude said resident from the clubhouse and recreation areas for a term of 90 days.

- 3.1.4 Use of the sauna and whirlpool bath is undertaken at the risk of the Resident. Guests are not permitted the use of these facilities. To use the sauna, obtain key from Administrative office. Certain health conditions present a risk in sauna use; therefore, read the instructions posted on the door before entering the sauna. Be sure heater switch is off when leaving the sauna.
- 3.1.5 Certain health conditions present a risk in whirlpool use. Therefore, read instructions posted before use. Be sure the power is off when leaving and be sure bath is in a clean condition.
- 3.1.6 Smoking will only be permitted in the designated smoking area located outside on the south side of the entrance to the clubhouse. The area will be the only designated area for smoking in the common area of the clubhouse and surrounding recreation areas.
- 3.1.7 Use of the clubhouse requires an application for reservation, which must be filed at least two weeks in advance with the Property Manager or Administrative Assistant, for all functions or private parties with the exception of Association meetings.
- 3.1.8 After use, the kitchen and auditorium must be left in clean and safe condition. All kitchenware should be returned to their respective cabinets or receptacles. All garbage must be bagged and placed in the maintenance room.
- 3.1.9 Food and drink are not to be taken from the auditorium or kitchen area.
- 3.1.10 Chairs and tables are not to be moved from the library or rear auditorium.
- 3.1.11 No pets are permitted in the clubhouse.
- 3.1.12 All persons must be properly attired to enter the clubhouse: top covering and footwear must be worn. Spiked golf shoes or spiked rubbers are not permitted. Bathing attire must be covered.
- 3.1.13 Over boots and rubbers must be removed before entering the carpeted area.
- 3.1.14 In accordance with fire rules and regulations, exit doors must not be obstructed at any time.
- 3.2 T.V. Rules
 - 3.2.1 Any committee wishing to broadcast a message from the A.V. studio must have prior approval from the Board of Trustees
 - 3.2.2 No personnel other than authorized A.V. committee members are allowed to operate the following:
 - a. Console
 - b. DVD and tape
 - c. Camera
 - d. Lighting Equipment

e. Movie screen

3.2.3 Any Resident desiring to learn the operation of the A.V. equipment must join the Audio Committee.

3.2.4 Recognized committees wishing to broadcast a Board approved announcement must notify the chairperson of the T.V. committee at least one week prior to broadcasting.

3.2.5 Only AV. committee personnel are allowed in the AV. studio during program transmission.

3.2.6 No one may enter the A.V. Studio without prior knowledge of the Property Manager, A.V. committee chairperson, or a Trustee.

3.2.7 Authorized A.V. committee members wishing to enter the AV. studio must sign in and out on a A.V. studio log sheet located in the clubhouse office, stating the reason for studio use.

3.3 Audio System Rules

3.3.1 Audio equipment cannot be accessed or used without prior knowledge of the audio chairperson, Property Manager, and/or a Trustee.

3.3.2 The bingo chairperson may access and use the portable audio microphones, amplifier, and loudspeakers normally stored in the audio room.

3.3.3 Committees wishing to have cassette music for their entertainment must notify the audio chairperson at least two (2) weeks prior to the function.

3.4 Billiard & Game Room Rules

3.4.1 Guests are not to use the billiard equipment unless accompanied by a Resident. Guests must be at least twelve (12) years of age.

3.4.2 Sitting on billiard tables is not permitted at any time.

3.4.3 When there are more players than available pool tables the tables are used on a first come first serve. The winner retains the table and the next in line then plays. This procedure alternates until everyone has played or there are enough tables for players to play simultaneously.

3.4.4 No refreshments of any kind are allowed in the billiard room especially near the pool tables or shuffleboard table.

3.4.5 Do not place any objects on pool tables other than billiard related equipment.

3.4.6 Tournament games have precedence over other games.

- 3.4.7 Do not put hats or coats on chairs or tables. Coat racks are provided for that purpose.
- 3.4.8 Tables must be wiped after use with cloth provided by manufacturer. Please use the new brushes provided for the new tables when necessary.
- 3.4.9 Replace covers on tables after each use.
- 3.4.10 No items including your hands should be placed on the shuffleboard table. There is no leaning on the table. There are no beverages of any kind permitted on the table.
- 3.4.11 Same principal applies to the shuffleboard table if there are a lot of interested players. First come basis and alternate with winner keeping the table until the next winner.
- 3.4.12 Do not use the sand excessively for the shuffleboard table, please take note of the official rules posted on the wall.

3.5 Bingo Rules

- 3.5.1 Games are open only to Residents and their Guests.
- 3.5.2 Players must be eighteen (18) years of age or older.
- 3.5.3 An admission charge entitles player to one (1) card.
- 3.5.4 A weekly report, which includes revenue and expenses, must be furnished to the R&A Treasurer.

3.6 Ceramic Room Regulations

- 3.6.1 No one is permitted to operate the kilns other than those properly authorized by the chairperson/ instructor.
- 3.6.2 Authorized persons will not be held responsible for damage to ceramic pieces during the loading, unloading and firing process
- 3.6.3 Never handle any ceramic piece except your own. Anyone doing so will be held responsible for possible spoilage or breakage.
- 3.6.4 Limited space and large class participation require adherence to class time schedules.
- 3.6.5 Inflammable materials are not to be placed near kilns due to fire hazard. Do not line shelves with paper or toweling.
- 3.6.6 Bisque or glaze pieces should be placed on their designated shelves and listed in the book. List name, item, date and finish.
- 3.6.7 Splatter paints, decals, mother or pearl, luster and gold pieces must wait until enough pieces have accumulated for that type of firing.
- 3.6.8 The ceramic room closet is intended only for storage of ceramic supplies and kiln equipment.

3.6.9 Dryers should be unplugged and cooled before being stored. Hot dryers can be a fire hazard.

Please return paints to their correct shelves and in proper numerical order.

3.7 Library Procedures – NO FOOD OR DRINK PERMITTED

3.7.1.1 A book pocket and card is found in front of all hard cover books.

3.7.1.2 Sign the book card and put the current date in the date column.

3.7.1.3 Place the card in the date file box found on the table.

3.7.1.4 There is no time limit for returning books.

3.7.1.5 Books being returned may be left on the table. A committee person will replace the card and return it to the proper shelf.

3.7.1.6 Paperbacks are taken on the honor system and returned to the shelf from which they were removed.

3.8 Dance Committee Rules

3.8.1 Arrange through the Administration office for:

- a. Date, time, and place of committee meetings;
- b. Date and times for auditorium use;
- c. Notices for announcements and ticket sales will be on the communicator.

3.8.2 Arrange through Administration office for:

- a. Floor plan set-up;
- b. Provision of supplies, sufficient ice (bags are stored in freezer), etc.;
- c. Any special provisions requested.

3.8.3 R & A President has keys to the kitchen cabinets and names and telephone numbers of kitchen help if necessary.

3.8.4 All paper goods, set-ups, coffee pots, etc., are supplied by R & A.

3.8.5 Decorations may not be hung from the ceiling.

3.8.6 Auditorium and kitchen clean up, coffee pots, range and oven, and bagged garbage are the responsibility of the committee.

3.8.7 Audio equipment must be handled by an audio committee person only. Contact chairperson or audio committee to make arrangements at least two weeks in advance.

3.8.8 Ticket sales are handled by the committee. Tickets to be offered for sale at the following times:

Monday Morning 10:00 to 12:00

Tuesday Morning 10:00 to 12:00

Wednesday Evening 5:30 to 7:00

All sales are on a first come basis. Total capacity of the people in the auditorium is 170 with tables and chairs or 200 seated with no tables. All set-ups must provide clear and unobstructed exit ways to all doors.

3.8.9 Party chairperson must attend the R & A meeting one month before the affair and one month after to give a report.

3.9 Woodshop Rules & Regulations

3.9.1 At least two (2) people must be in the woodshop when work is in progress.

3.9.2 The key, held in the Administrative office, must be signed in and out. A release form must also be signed.

3.9.3 All power tools must be disconnected after use.

3.9.4 Do not wear neckties or long sleeves while using power tools.

3.9.5 For your protection, goggles must be worn when using power tools.

3.9.6 Sawdust can be slippery - care must be taken to keep floor swept and vacuumed while working, especially in front of power tools.

3.9.7 Shop should be left as clean as when you found it. Counter brush all visible sawdust; push broom complete floor and vacuum crevices.

3.9.8 A broken blade, bit or a dull blade or bit should be reported immediately to the office for replacement. Dull tools are not safe tools.

3.9.9 Tools are not to be removed from the shop for any reason. An inventory shall be kept and will be checked by the person using the woodshop. If tools are missing, notify office.

3.9.10 When finished using the woodshop, please sign out at the office and return the inventory sheets.

3.10 Swimming Pool Rules **POOL OPEN FROM 10:30AM-8:30PM DAILY.**

3.10.1 Rules will be enforced by the lifeguards and the Management office only. A Trustee's phone number will be provided in case of emergency when the office is closed.

3.10.2 Registration:

- Badges must be presented upon entering the pool area. Children under the age of 2 do not require a badge.
- All names and badge numbers must be entered in the registration book legibly.
- Guests must be of residents that are currently residing here, once verified guest may use pool without resident in attendance.
- Residents must supply chairs for each of their guests on weekends and holidays.
- All bathers must wear swimming apparel (no cut-offs permitted in the pool).

3.10.3 No diving into the pool. Jumping into the pool is prohibited except at the deep edge of the pool.

3.10.4 Noodles and goggles are permitted. Air mattresses, tubes, snorkels all other toys are prohibited. Arm flotation devices may be worn by children in the shallow water; children must be supervised by an adult.

3.10.6 No one may block the steps while in the pool.

3.10.7 Individuals (adults & children) requiring incontinence undergarments or diapers must wear a type that is for swimming, such as swimming diapers.

3.10.8 Bathing attire (wet or dry), without some type of cover-up, is prohibited in the clubhouse at any time. Shoes must be worn at all times.

3.10.9 Restrooms are accessible from the pool area. Children under twelve (12) must be accompanied by an adult when using the rest rooms. You must towel dry and wear shoes before entering restrooms.

3.10.10 Baby carriages, strollers, and playpens are permitted only on grass areas. Bicycles must be parked in the rack outside the entrance gate.

3.10.11 Light food and drinks are allowed at poolside tables. No glass allowed..

3.10.12 Lounge chairs must not be placed under pavilion but furniture around the pool may be moved.

3.10.13 Reserving chairs and/or tables is prohibited.

3.10.14 Smoking is prohibited in the swimming pool area, which includes all portions of the fenced in section surrounding the swimming pool/back of clubhouse grassy area, as permitted by law in this establishment includes Vapes and E Cigarettes.

3.10.15 No pets are allowed in the pool and recreation areas.

3.10.16 There will be a \$20 replacement fee for a lost badge. If loss occurs on a weekend the lifeguard may issue a ONE TIME weekend pass and refer the residents to management.

3.10.17 Children's (ages 12 and under) swimming hours are daily 10:30am to 12:30pm, 3:00pm to

5:30pm and 6:30pm to 8:30pm. On Memorial Day, July 4th and Labor Day children may swim ALL DAY - 10:30pm to 8:30pm.

3.10.18 Any person showing evidence of skin disease, sores, sore or inflamed eyes, cold, nasal or ear discharge, or any other communicable disease will be denied admission to the pool.

3.10.19 The 1st violation of a pool rule will result in a warning letter. The 2nd violation of a pool rule will result in a \$25 fine and then upon the 3rd violation of a pool rule the pool privileges will be suspended for the entire season.

3.12 Greenbriar II Bus Service

3.12.1 Bus service is available for GB II residents Monday through Friday to local shopping areas and malls. Reservations are required.

3.12.2 The bus may be used on the weekends and evenings for an event outside the community that is sponsored by the community and open to all residents. Seats will be allotted on a first come basis with a waiting list developed should the demand exceed the 22 available seats.

3.12.3 Further procedures will be developed and agreed to between the R&A Committee who will oversee the use of the bus and the Board of Trustees. When deemed appropriate, these procedures will be supplemented to the current rules and regulations.

3.12.4 Changes to the weekly bus schedule may be made, in advance, with adequate notice given to the residents via the calendar and the communicator.

3.13 Fitness Center Rules – Greenbriar II HOA assumes no responsibility for any injury that may occur.

3.13.1 This room and the equipment is provided as a convenience for Greenbriar II Residents ONLY. Each resident who chooses to enter is solely and individually responsible for its use. If you choose to enter these premises you acknowledge that you are holding the Association harmless for any injuries that may come from use of the equipment. You are responsible for the level of physical activity and type of equipment that you use. DO NOT OVER EXERCISE.

3.13.2 By entering the Fitness Center room you agree to the following: “Resident hereby fully recognizes, understands and acknowledges that he/she assumes all responsibility for how he/she uses the equipment and for any injuries or medical problems that may occur as a result. By entering, the Resident acknowledges that he/she does not have a medical condition, physical condition or any ailment that precludes him/her from utilizing the equipment that the Resident elected to use. Resident acknowledges that he/she has a Doctor’s medical clearance to engage in physical activity selected. Resident hereby releases, forever discharges and holds

Greenbriar II Home Owner’s Association, it’s agents, servants, employees or representatives, harmless from any and all liabilities, claims, demands, damages, injuries, actions, costs and expenses arising out of or resulting from residents utilizing of this equipment whether based upon claims of negligence or otherwise.”

- 3.13.3 Fitness Center hours are 6am to 11pm daily.
- 3.13.4 You must sign in on the sign-in sheets each time you use the center. By signing the sheet in conjunction with the clause paragraph 3.13.2 above you are in agreement that the Association maintains no responsibility or liability with use of the equipment in the Fitness Center.
- 3.13.5 Always consult your doctor before undertaking any kind of exercise program. If you do not know how to use a piece of equipment, do not use it. Do not perform strenuous exercise alone. There should always be someone there to assist you. Injuries to health may result from excessive or incorrect training.
- 3.13.6 Good Etiquette always applies:
 - A. Bring a towel to wipe down equipment after use.
 - B. Always wear soft sole shoes. No cut-off shorts or sandals.
 - C.No food or beverages except for water. Bring your own drink containers. Do not litter please.
 - D. Maximum workout of 30 minutes on any one piece of equipment.
 - E. Replace the weights after use. Do not drop or toss the weights onto floor or rack. Use a spotter for your safety.
 - F. All residents using the treadmill must use the safety clip at all times while on the machine. No exceptions.
 - G. No cell phone use while using the equipment.
- 3.13.7 You are responsible for your own belongings while in the Fitness Center, the Association is not responsible for any lost or stolen items.

ARTICLE IV
RECREATION AND ACTIVITIES COMMITTEE

- 4 Purpose
- 4.1 The purpose of the Recreation and Activities committee is to develop and operate community activities for Residents.
 - 4.1.1 Any group or activity that meets on a regular basis and/or uses the clubhouse facilities may come under the umbrella of the Recreation and Activities Committee.
 - 4.1.2 In fulfilling its objectives, the various committees performs such functions, which

include, but are not necessarily limited, to the following:

Generally organizing, promoting and coordinating the operation of activities and programs fit for the community.

May perform other functions.

4.2 Organization

4.2.1 The governing body of the Recreation and Activities committee consists of the President, Vice President, Secretary, Treasurer, and the chairpersons of all standing committees each with an equal vote.

4.3 Officers

4.3.1 Each elected officer shall serve a two-year term of office, which shall coincide with the fiscal year of the Association, i.e., July 1st through June 30th.

4.3.2 Voting will be by closed ballot by the Association Members in June as designated by the Board of Elections every second year.

4.3.3 If an officer is unable to complete the term of office, the vacancy for the unexpired term will be filled by election per Article IV, Section 5 of the By-laws.

4.3.4 The candidate can be any Resident in the community.

4.4 Duties and Responsibilities of the President

4.4.1 The President shall call and conduct monthly meetings and assume responsibility for the overall operations of all standing committees.

4.4.2 The President, and chairpersons, may plan a yearly events calendar.

4.5 Duties and Responsibilities of the First Vice President

4.5.1 The Vice President shall assume all the duties and responsibilities of the President in his/her absence.

4.6 Duties and Responsibilities of the Second Vice President

4.6.1 The Vice President shall assume all the duties and responsibilities of the First Vice President in his/her absence.

4.7 Duties and Responsibilities of the Secretary

4.7.1 The Secretary shall take attendance, minutes and roll call for all voting at all R & A meetings. In

the event the President or Vice President are absent or unable to act, the Secretary will assume role as the President.

4.8 Duties and Responsibilities of the Treasurer

4.8.1 The Treasurer shall maintain control of the R & A committee funds, issue checks for all signed vouchers and receipts and submit a financial report covering all receipts and disbursements at the monthly meetings of the committee. Copies of the quarterly financial report should also be submitted to the Board of Trustees, Finance committee chairperson and to the community.

4.8.2 All checks must be signed by two (2) of the four (4) following people: President and/or Vice President, Secretary and Treasurer. All checks must also be signed by one (1) Trustee.

4.9 Committees

4.9.1 There will be a chairperson for each standing committee. These committees are:

1. Aerobics
2. Audio
3. Billiards
4. Bingo
5. Bocce
6. Bowling
7. Bridge
8. Ceramics
9. Chorus
10. Crafty Hookers
11. Golf Men & Woman
12. Library
13. Lifetime Fitness
14. Purchasing
15. Sunshine Club
16. Travel Coordinator
17. Veterans Group
18. Welcome Committee
19. Women's Club

4.9.2 Chairpersons and alternates will be chosen by the members of each standing committee. Alternates are chosen to represent the chairperson in the chairperson's absence. ~~In the event~~ **If** a chairperson is unable to complete the term of office, the vacancy will be filled by the alternate or, in the absence of an alternate, by another person chosen from within.

4.9.3 A chairperson of a standing committee who misses three (3) consecutive R & A meetings may be replaced.

4.10 Standing Committees

4.10.1 Residents may join any Recreation and Activities Committee by attending the organization meeting to be held in July for the coming year. Residents may join any activity group during the year by notifying the committee chairperson.

4.10.2 Committee Chairpersons are made up of the general membership of the R & A committee. Alternates are elected to represent the committee in the chairperson's absence. No officer of the R & A may be a chairperson of a Standing Committee. If there are no other volunteers then the Board of Trustees can approve the appointment of an officer.

4.10.3 Committee chairpersons are part of the governing body, each with an equal vote. Elected alternates may vote in the absence of the chairperson.

4.11 Operation of the R & A

4.11.1 Presence of ten (10) members of the R & A Committee at a meeting shall constitute a quorum.

4.11.2 All money requests from committee chairpersons must be submitted for approval by a majority vote of the R & A Committee.

4.11.3 Expenses up to \$1000 including tax can be purchased.

4.11.4 All purchases over \$1000.00 including sales tax shall be subject to prior approval by a majority of the R & A Committee and the Board of Trustees.

4.11.5 Clubs or committees that incur expenses for the benefit of its members or guests (such as ceramic supplies, refreshments or pizza party, etc.) should pay for these through dues or special assessments on their members. Clubs or committees that incur expenses for maintaining Association facilities or properties (such as library supplies, billiard cue tips or bocce balls, etc.), they should submit these expenses to the R & A for approval and payment.

4.11.6 Committees may not engage a member of any resident's family for his or her personal gain, to provide a service or a product for any activity unless the purchasing group determines that the quality and/or cost of such product or service is of financial benefit to the community.

4.11.7 All monies in the R & A Committee bank account in excess of \$3500.00 must be tendered to the Association on a quarterly basis, i.e., September 30th, December 31st, March 31st, and June 30th.

4.11.8 At the discretion of the R & A Committee, officers may be able to donate gifts to an individual or group.

4.11.9 All committees must obtain clearance from the Property Management office for time and space available to hold a meeting.

4.11.10 The R & A Committee meeting shall be held on the second Thursday of the month at 9:30 AM. If any meeting dates fall on a holiday other arrangements will be made at a prior meeting.

4.11.11 Special meetings may be called by the President or at the request of members of the governing body or at the discretion of the Board of Trustees.

4.11.12 The R & A meetings are open to all residents; however, discussion is limited to the governing body. Voting is by the governing body only.

4.11.13 Any resident may address the R & A Committee upon submission of such a request to the President or Vice President at least forty-eight (48) hours prior to the regular monthly meeting.

4.11.14 The officers and chairpersons, will review and evaluate activities periodically to determine if they should be discontinued or merged with another activity.

4.11.15 All prize money for tournaments must come from the players.

4.11.16 Residents have priority for all functions. Residents who live alone can bring a guest who is not a resident. If a function is not sold out after the three day ticket sale, residents may bring a guest, on a first come first serve basis.

4.11.17 Ticket sales for all functions will be conducted on a 1st come, 1st serve basis.

4.11.19 Chairpersons of ticketed events shall try to set prices to cover their costs. Refund of payments shall be granted provided cancellation is made before the food is purchased and/or ordered.

ARTICLE V

MAINTENANCE STANDARDS

5 Duties of Trustees

5.1 The affairs of the Association shall be governed by the Board of Trustees, except as otherwise provided in the Declaration(s) of Covenants and Restrictions, Certificate of Incorporation, or in other article of the By-Laws. The following shall be part of the duties and powers of the Board, without, however, limitation. To provide the following maintenance services:

5.2 Snow Removal

5.2.1 After the snow has stopped and there is an accumulation of 4" (inches) or more, arrange for snow removal on sidewalks, service walks, driveways and around mailboxes to commence after the streets have been plowed. The Township is responsible for plowing the streets, salt and/or sanding.

5.3 Sprinklers

5.3.1 Service, maintain, adjust, repair and replace (as necessary) the automatic lawn sprinkling system of the development including any portion of same located with, on or under the lot.

5.4 Lawn Maintenance

5.4.1 Maintain the lawns of the home lots by cutting, fertilizing, providing insect control, weed spray

application, edging, cleaning walks and driveways or mowing and edging residue, trimming of the grass along the perimeter of the home and perimeter of the developer-installed planting beds, excluding the 3 foot perimeter around the home. All other planting, flower or other beds installed by owners, shall be the responsibility of the owners. Fall leaf pick up shall be done at the discretion and with the best judgment of the Board of Trustees.

5.4.2 The homeowner is responsible for the planting of grass, seeding and maintaining the rear of the home other than the mowing of existing grass.

5.5 Shrubs and Trees

5.5.1 Shrubs and tree replacement shall be the responsibility of the Owner. Every Owner must maintain shrubs and front lawn trees in accordance with the accepted standards of the community. Trees on the homeowner's lot are the responsibility of the homeowner to trim or remove if they become overgrown, diseased or a danger to persons or their property.

5.5.2 Common area trees and shrubs that are removed do not have to be replaced. Common area trees and shrubs will be maintained at the Board of Trustees judgement when deemed necessary.

5.6 Gutters and Leaders

5.6.1 The Owner shall be responsible for cleaning and replacing their gutters and leaders.

5.7 Unit Painting

5.7.1 Paint (including surface preparation) the exterior wood trim, original shutters and front doors of the home at four (4) year intervals or at other intervals as the Board may determine.

5.7.2 If a change in color requires two coats of paint, the Owner will be responsible for any additional charge to the Association from the contractor.

5.8 Other Unit Maintenance

5.8.1 The Association shall not maintain, repair, or replace home windows, patio doors, exterior hardware, siding, plumbing, electrical equipment, or any equipment or fixtures within a home unless such damage was caused by agents or contractors of the Association (this maintenance being the responsibility of the individual owners at their own cost and expense subject to any builder warranties).

5.9 Sidewalks, Driveways and Aprons

5.9.1 Sidewalks and aprons must be repaired or replaced when any of the following conditions exist:

5.9.2 Vertical displacement at a joint of a 1/2 inch or more - section to be repaired;

5.9.3 Settlement or depression of 1/2 inch or more of a crack within a scored or jointed section - repair or replace the section;

5.9.4 Spalling or surface disintegration with a loose aggregate present on 1/3 of a scored or jointed section - repair or replace this section;

5.9.5 Cracking and vertical displacement of 1/2 inch or more within a scored or jointed section - replace or repair section;

5.9.6 One crack of a minimum width of 1/16 inch of a scored or jointed section and separation at any joint of 1/2 inch or more - fill joint with filler;

5.9.7 For the concrete apron vertical displacement at sidewalk of 1/2 inch or more and at the curb 3/4 inch or more - repair or replace section;

5.9.8 Service walks to front doors - these are Owner's responsibility.

5.11 Concrete Curbing

5.11.1 Concrete curbing will be repaired or replaced by the Association in accordance with ordinances, rules and regulations of the Township of Brick

5.12 Implementation of Services

5.12.1 Any requests for services required to meet these Maintenance Standards must be submitted in writing to the Greenbriar II Homeowners Association except that assistance with lawn services or sprinkler malfunctions may be reported directly to the lawn maintenance contractor's service telephone number.

ARTICLE VI **RENTAL AND LEASING RESTRICTIONS**

6 Rental and Leasing Regulations

6.1 Owners of homes in Greenbriar II may rent to Tenants under the conditions set forth by the Declaration of Covenants and Restrictions and By-Laws.

6.1.1 The Owner is obliged to notify the Association of the proposed lease to certify that the lessee is qualified and meets the Association requirements.

6.1.2 Tenants may use all the facilities an Owner may use. One Tenant must be over the age of fifty-five (55), and no person under the age of nineteen (19) is permitted to be a permanent resident.

6.1.3 Tenants are not required to pay the Association membership fee. However if the home goes into delinquency and the Association is granted a Rental Receivership the tenants will then pay the monthly maintenance to the Association. Tenants have no voting rights on Association matters unless the Owner has provided a proxy vote to the Tenant.

6.1.4 Units may be used only as a single-family residence. No more than four (4) individuals may occupy a unit. No sub-lease is permitted. The Owner is responsible for any violations by the Tenant.

6.1.5 A copy of the lease, containing a clause to the effect that the Tenant agrees to comply with all Association rules, regulations and restrictions, must be filed with the Association.

6.1.6 An Administrative Leasing Review fee of \$100, paid by the Owner, is due each time a Living Unit is newly leased and when an existing lease expires and is renewed. The leasing review ensures the Association's regulations are obeyed and the information contained in the documents is correct and current.

6.1.7 Renters who rent a unit have full rights of the Common Facilities. The Owner of a rented unit has no rights to Common Facilities unless he is a resident in the community.

6.1.8 Rights to use Common Facilities may not be assigned.

ARTICLE VII

TRANSFER OF OWNERSHIP

7 Transfer of Ownership

7.1 Owners of Living Units may sell their Living Unit to buyers under the conditions set forth by the Declaration of Covenants and Restrictions and the By-Laws and these Rules and Regulations.

7.1.2 Prior to the sale, the existing Owner must advise the Association that the proposed Owner(s) has the qualifications for membership in the Association and that the Association has received, in writing from the existing Owner, assurances that the proposed Owner is so qualified.

7.1.3 The prospective Owner should determine, at the time of closing, whether or not there are any unpaid maintenance fees.

7.1.4 Any unpaid maintenance fee, fines, assessments, liens, etc. are the responsibility of the new Owner and should be settled at the time of closing.

7.1.5 An Association membership fee of \$1,300.00 must be paid to the Association by the new Owner at time of closing.

7.1.6 The new Owner is obligated to comply with all rules, regulations, and restrictions of the Association and is entitled to the benefits and privileges of membership.

ARTICLE VIII

PARKING

8 Parking

8.1 Parking within Community is under the jurisdiction of Brick Township ordinances and the Association Covenants and Restrictions.

8.1.1 Vehicle parking must comply with Brick Township Ordinances. They may not be parked on the sidewalk portion at the end of the driveway.

8.1.2 Vehicles should be parked so as to allow access to driveways, sidewalks, fire hydrants, mailboxes, and trash collection.

8.1.3 Vehicles must be kept off streets in case of snow to permit snow removal. The clubhouse parking lot can be used, if necessary.

8.1.4 All commercial vehicles, trailers, campers, motor homes, large vans, boats, or any vehicle not a private passenger car, belonging to a resident, must be stored in the parking lot of the maintenance building.

8.1.5 Vehicles stored in the maintenance lot must be registered with the Property Management office. A parking registration permit form must be filled out yearly. Proof of insurance is required with documentation supplied. A monthly fee as established by the Board of Trustees will be charged. Failure to provide current insurance and pay the storage fees will result in the removal of the vehicle at the owner's expense. The Association is not responsible for any damage, theft or fire to any vehicles parked in the maintenance lot.

8.1.6 Vehicles must be parked in such a manner as to not inconvenience or interfere in any way with adjoining neighbors.

8.1.7 All vehicles that will be parked in the clubhouse parking lot for an extended period of time must be registered with the office. No vehicle may be left in the parking lot for more than ninety (90) days. All vehicles must have valid license plates, registration, inspection and insurance. The Association shall not be responsible for any damage caused to a Resident's vehicle parked in the clubhouse parking lot.

8.1.8 Violation of this rule will result in a fine of \$10 per day.

ARTICLE IX

PETS AND OTHER ANIMALS

9 Pets and Other Animals

9.1 In addition to assuring the peace and wellbeing of Association's Residents and in accordance with applicable Township of Brick Ordinances on the keeping of dogs and cats, the following regulations shall apply:

9.1.1 No unit may have more than two (2) cats or two (2) dogs.

9.1.2 Pets must not be allowed to run at large on public streets, common ground or on other owners' property. No dog runs or dog pens of any kind are allowed on Owner's property or on the common ground.

9.1.3 In walking a dog, the dog must be confined and controlled by an adequate leash not more than six (6) feet long. The person walking the dog is responsible for removing and disposing of any defecation.

9.1.4 Any frequent and habitual howling, barking, meowing, etc. or other noises that cause a noise disturbance are prohibited.

9.2 Other Animals (Wild)

9.2.1 It is the responsibility of an Owner having wild animals nesting on his property to have the animal removed, if the animal is a nuisance or a hazard

9.2.2 If a wild animal nesting on common ground is felt to be a nuisance or a hazard by one or more Owners, the Association will arrange for removal of the animal.

9.2.3 If a wild animal is nesting in woods or field areas adjacent to the Greenbriar II community, and a Owner feels the animal is a nuisance or hazard, it is that Owners' responsibility to arrange for and pay for removal of the animal.

9.2.4 Residents are prohibited from offering food to any wild animal, other than birds, or from using any other means to attract them.

ARTICLE X

PUBLICATIONS AND MEDIA

10 Publications Bulletins

10.1 The primary means of communication with Residents is the communicator and the Greenbriar II News.

10.2 Telephone Directory

10.2.1 A directory of Residents' addresses and telephone numbers is published and updated periodically.

10.3 Notices

10.3.1 From time to time, the Property Manager or Board of Trustees may issue announcements of special events or topics. These may be delivered or mailed. In some cases, they will also be mailed to residents who are away for an extended period, if a mailing address has been furnished to the Association office.

10.4 Television Broadcasts

10.4.1 The Association broadcasts General Meetings and special events from its clubhouse studio, when authorized by the Trustees. Notice of such upcoming broadcasts will be on the communicator.

ARTICLE XI **ENFORCEMENT**

11 Enforcement of By-Laws and Rules

11.1 All Owners in Greenbriar II are members of the Owners Association. Each resident has the right to the use and enjoyment of the common lands and facilities and has the obligation to comply with all Covenants, Restrictions, By-Laws and Rules established by the Association. The Board of Trustees was created by the By-Laws and is empowered to govern the affairs of the Association.

11.2 Therefore, in accordance with the authority vested in the Board of Trustees, violations or non-compliance with the rules will result in fines and penalties as follows:

Payment of monthly assessment is due in advance on the first of each month.

Failure to make payment by the 10th of the month will result in a fine of \$5.00.

11.3 Payment not made within thirty (30) days becomes delinquent and will be subject to interest, penalties and cost of collection at the discretion of the Board of Trustees. In the case of non-compliance, the Trustees have the power of enforcement by any lawful procedure including any lien on the property.

11.3.1 Alleged violations of rules must be reported to the Administrator in the form of a signed statement which specifies the nature of the violation, location, date reported, the individual(s) concerned, if any, and the rule violated.

11.3.2 An investigation shall be made by the Administrator or Trustees. If a possible violation is shown to exist, the matter will be referred to the Board of Trustees for further action.

11.3.3 If and when the Board of Trustees determines that no violation exists, the member who signed the initial report will be so advised.

11.3.4 If the Board of Trustees determines that a violation has been committed, a written complaint will be sent to the Member involved. The citation will specify the provisions in the Association documents, which are alleged to have been violated. The Member will be advised that corrective action must be taken to avoid the imposition of penalties.

11.3.5 If the Member does not answer the citation, as requested, the Board of Trustees will notify the member that he/she will be assessed a fine of \$10.00 per day starting ten (10) days from the date of this notice, until the violation is discontinued.

11.4 Enforcement of Rules and Regulations

11.4.1 A member so cited may appeal to the Board of Trustees, within five (5) working days from the date of receipt of the citation for reconsideration of their decision to invoke penalties and to request withdrawal of the citation of a violation. The decision of the Board of Trustees in this regard is final.

11.4.2 Continued violations will result in the assessment of added penalties by the Trustees, such as loss of good standing in the Association by the violating Member. Such a penalty will include denial of the use of all clubhouse and Common Facilities, and, loss of voting privileges in Association matters.

11.4.3 Further enforcement may include legal action to obtain a lien against the property.

11.5 Alternative Dispute Resolution ("ADR")

The Board of Trustees shall appoint a committee of three (3) to provide a mechanism for mediation between Members and between Members and the Association, as an alternative to litigation. An Association Owner or Resident who has a dispute shall comply with the ADR procedures prior to seeking legal recourse. The term of committee members shall be for two years. Those appointed by the Board of Trustees shall not be an officer of the Association, Member of the Finance committee or R & A committee or a person or persons involved in the dispute. If there is such a conflict of interest, the Board of Trustees shall appoint an alternate person to temporarily serve with regard to that particular matter. **Procedures:**

Any Member or Resident seeking to bring a matter before the ADR committee shall do so by filing a petition in the following manner:

1. The petitioner shall file with the Association Administration a written statement attaching all relevant materials setting forth in detail the matter being presented.
2. The Association shall forward the petitioner's written material to the ADR committee within five business days of receipt.
3. Within ten business days of its receipt of the petition, the ADR committee shall deliver a copy of the petition to the Association, member or resident (respondent) with which the petitioner is having a dispute. The respondent shall prepare a written response and file same with the committee within ten business days.
4. The committee shall review submissions of the petitioner and respondent and shall conduct such other inquiry, as it deems appropriate. The ADR committee shall set a hearing date not later than thirty business days after respondent's written response has been submitted. If a respondent fails to submit a written response within a timely manner, the ADR committee may elect to set a date in the absence of a response.
5. Extensions of time may be granted for good cause shown. The ADR committee shall use its

discretion in the granting of extensions.

6. If additional information is needed, the ADR committee shall hold a closed hearing of the parties to obtain the needed facts. The committee shall make every effort to informally resolve the dispute between the parties in an amicable fashion.

7. If an informal resolution cannot be reached, the ADR committee shall render a written decision within five (5) business days of the conclusion of the hearing. A copy of the decision shall be served upon the petitioner and respondent and the Board of Trustees.

8. A Member or Resident who does not believe the ADR procedure has satisfactorily resolved the matter shall not be prevented from seeking a judicial remedy in a court of competent jurisdiction.