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INSTR # 2021095493
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58
5/17/2021
HID

FIRST PARTY NAME: (Enter Last Name, First Name)

Greenbriar II Homeowners Association

SECOND PARTY NAME: (Enter Last Name, First Name)

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

RETURN NAME AND ADDRESS:

Greenbriar II Homeowners Association
1 Greenbriar Blvd
Brick, NJ 08724

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)



CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street
Address

Town

State

Zip

THE FOLLOWING SECTION IS FOR
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK:

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OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

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contains important recording information and is part of the permanent record.

THE GREENBRIAR II HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION

RELATING TO RULES AND REGULATIONS

WHEREAS, The Greenbriar II Homeowners Association (the "Association") was formed by the filing of a certain Certificate of Incorporation, on December 9, 1977, with the Secretary of State of the State of New Jersey having its offices at One Greenbriar Boulevard, Brick, New Jersey; and

WHEREAS, the Association was established and exists by a certain **Declaration of Covenants and Restrictions with attached By-Laws recorded on July 20, 1978, in the Ocean County Clerk's Office in Deed Book 3736, page 1 et. seq.**, and as amended from time to time (collectively the "Governing Documents"); and

WHEREAS, the Association's By-Laws, Article IV, Section 1 provides that, "[t]he property, affairs and business of the Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration, these Bylaws, and by law"; and

WHEREAS, the Association's By-Laws, Article V, Section 1 provides that "[t]he Board of Trustees shall have all those powers granted to it or necessarily implied by law or by the Certification of Incorporation, these By-Laws, or the Declaration"; and

WHEREAS, the Association's By-Laws, Article V, Section 1 (E) provides that, the Board of Trustees shall have the power to "[a]dopt, amend, and publish Rules and Regulations and enforce compliance with such published Rules and Regulations"; and

NOW, THEREFORE, the Board has determined that it is in the best interest of the Association that the following Rules and Regulations be adopted and enforced:

RULES AND REGULATIONS
(REVISED May 2021)

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 ensure 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 **Before making any modification** to the exterior of the home, property or landscaping, Owners must complete a written application form. Forms are available in the Clubhouse or on the Greenbriar II web page in documents. **Completed applications** must contain a description of the project including dimensions, color, shape, and exact location. When appropriate, a sketch must accompany the written description and should contain sufficient detail to permit the committee to fully assess the project. In addition, a unit survey is required for projects that include porch additions or groundbreaking outside of the 3-foot perimeter. An onsite review and discussion of any project may be needed before Committee approval. Any applicant who would like to discuss their submitted application may do so with notification to the Committee.
- 2.2.2 A **refundable \$50.00** application fee shall accompany each application. However, any noncompliance of the application protocol, alterations in design from the Committee approved application, and/or failure to get final inspection will result in forfeiture of the application fee. In the event an **emergency repair** is necessary i.e., leaking roof, the homeowner may initiate the project but needs to contact the office immediately. An application should be submitted as soon as possible, or fines will be imposed.
- 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. Each application is approved on a case-by-case bases. Approval of certain modifications may depend on home model and unit location.
- 2.2.4 Owners should submit an application to the Committee and get an approval for any home modifications or landscaping prior to obtaining any necessary Township permits. The Committee will not knowingly approve an application, which is in violation of the statutes, ordinances, or codes of any Township authority. Following approval, it is the Owner's responsibility to contact the Township and obtain any necessary permits prior to initiation of the project.
- 2.2.5 The Committee shall approve or disapprove an application within thirty (30) days from the Committee's receipt of a completed application. All applicants will be contacted by phone by their designated committee member.
- 2.2.6 If an application is disapproved 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.

- 2.2.7 If the applicant wants to make changes to an application after approval, a revised application must be submitted to the Committee. The Committee will act on the revision within ten (10) days of the submission. The project shall not begin until after revisions are approved.
- 2.2.8 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.
- 2.2.9 The applicant will notify their designated Committee member upon completion of the project. The Committee member will conduct a final inspection of the project. If no violations are found approval will be issued. Deposit checks will be disposed of by shredding after final Committee inspection.
- 2.2.10 The HOA office will file all applications along with the written decision and a statement of all actions according to Unit number. This information will be made available, upon request to the Unit Owner.
- 2.2.11 If an Owner undertakes an exterior unit modification, which includes the surrounding grounds **without submitting an application** prior to undertaking, they are in violation of this governing document. Owners may be required to modify this work to meet specifications or eliminate it entirely at their **own cost**. The Owner will have thirty (30) days to make the correction from the date of notification of the violation. If the infraction is not rectified, fines will be initiated.
- 2.2.12 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 **Mark-outs/Committee Permits**

- 2.3.1 It is the Owner's responsibility prior to project initiation to call for utility mark-outs including electric, gas, telephone, cable, etc. For the sprinkler system, the HOA office should be contacted a minimum of 7 business days prior to initiation of the project for head mark-out. Any damage that results from failure to do so is owner's responsibility and owner will incur the cost of repairs.
- 2.3.2 Once your application is approved and prior to initiation of a project a Committee permit must be obtained and displayed in a front window. This permit is to be picked up at the HOA office. Failure to obtain the permit is considered a violation of procedure and a forfeiture of the refundable fee.

2.4 Storage of Building Materials

- 2.4.1 Building material may not be stored outside unless it is being used for a project approved by the Committee
- 2.4.2 Materials may not be stored for more than **30 days** and should be stored not to interfere with the ability of the maintenance contractors to perform their job or to cause any damage to the irrigation equipment.

2.5 Unit Modifications

2.5.1 Porches and Patios

- 2.5.1.2 An application must be submitted to the Committee prior to construction of a patio or open porch. Plans must indicate dimensions, placement, and materials, including dimensions of windows and doors. A unit survey may be required. Approval of an application by the Committee does not relieve the applicant of his/her responsibility to obtain appropriate permits and inspections from Brick Township.
- 2.5.1.3 Exterior additions of porches, patios and screens or a combination thereof shall not exceed twelve (12) feet in depth (measured from the rear of the unit) and not exceed the width of the unit.
- 2.5.1.4 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.
- 2.5.1.5 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 or directly adjacent to the patio with committee approval of its design and material. A 3-foot perimeter must be established around this screen or fence. Failure to maintain a 3-foot perimeter around screening/fencing will alleviate the HOA from damages caused by contracted services.
- 2.5.1.6 Roof shingles on 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.
- 2.5.1.7 Fixed patio canopies may be installed on open patios following Committee approval. They should reflect updated and approved industry standard materials. Permanent anchors need to be installed on or directly adjacent to the patio. A 3-foot perimeter must be established. Failure to maintain a 3-foot perimeter around railings will alleviate the HOA from damages caused by contracted services.
- 2.5.1.8 No AC/heat pump or heater may be installed in any window or wall of the unit other than rear exterior wall of the addition provided the projection shall not exceed 12 inches or set within the

3-foot perimeter. Certain units may require a different placement at the discretion of the Committee.

2.5.2 Outdoor Painting or Siding Replacement

2.5.2.1 Exterior painting whether whole house, garage door, front door or shutters is allowed following Committee approval. An application is to be made to the Committee in advance and must contain a color sample before it will be considered.

2.5.2.2 Replacement of siding whether a change in color, material or style is allowed only if approved by the Committee. The application must contain a sample of the replacement siding or a picture that adequately shows the color and pattern.

2.5.2.3 Soffits and Fascia Board may be replaced following an application submitted to the Committee for approval.

2.5.2.4 Approved colors will be at the discretion of the Committee, the Board of Trustees and within the color scope of current industry building and design trends.

2.5.3 Windows

2.5.3.1 Replacement or addition of new windows in the home requires submitting an application with installation specifications including style and color. If a new window is being added to the home or there is a size or type change (i.e., bay window) a diagram with measurement needs to be provided.

2.5.4 Doors

2.5.4.1 Prior to replacement of front doors, garage doors, other exterior doors, sliders and screens an application must be submitted to the Committee for approval. The application should contain a description and picture of the door.

2.5.4.2. 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 maintained within the limits of an uncovered cement patio. The color of the said steel doors should coordinate with the home.

2.5.5 Roof Repair and/or Replacement

2.5.5.1 Prior to initiation an application must be submitted to the Committee for approval. The application must contain shingle style and color. For GAF Timberline samples are kept in office for review by committee. For all other brands, a sample must be provided.

2.5.6 Dormers

2.5.6.1 Installation or addition of roof dormers is not permitted.

2.5.7 Skylights

2.5.7.1 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.

2.5.8 Solar Panels

2.5.8.1 Installation of Solar Panels are permitted following submission of an architectural application and approval. Your solar company will typically provide adequate information for approval. Following you must obtain a Brick Township permit.

2.5.9 Outdoor Antenna sand Satellite

2.5.9.1 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.

2.5.10 Outdoor Lighting

2.5.10.1 Exterior lighting is to be installed only on the front or back of the unit and shall not be directed in such a manner as to create an annoyance to any neighboring units. Single or double flood light fixtures not to exceed 150 watts/2250 lumens in total may be installed following Committee approval.

2.5.11 Awnings

2.5.11.1 Awnings are permitted over windows of the unit including doors and back patios following architectural review and approval.

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

2.5.11.3 Colors should be in shades that match or are corresponding shades to the house. Colors should accent and blend with the color scheme of the house. A sample of the awning material must be submitted with the application.

2.5.11.4 Awnings must be kept by the owner in good condition.

2.6 Ancillary Structures

2.6.1 Generators

- 2.6.1.1 Whole house electrical generators must be powered by natural gas and are permitted only with prior Architectural Committee approval and all necessary Brick Township permits. They must be installed by a qualifying contractor and must meet all the manufactures guidelines. This includes but not limited to the location being not less than five (5) feet from any opening and be installed on a four (4) inch thick cement pad. The unit must sit parallel to the house and be placed 18 inches from an exterior wall. It can not infringe on lawn care maintenance or property lines.
- 2.6.1.2 Final Committee approval is contingent on providing copies of final contractor plans including location and position of generator and all Brick Township Inspection Approvals. All submitted copies will be filed with application.
- 2.6.1.3 Any portable generators utilized by residents must adhere to all applicable Brick Ordinances.

2.6.2 Fencing

- 2.6.2.1 No type of fencing is permitted except for a 48-inch high privacy screen on or adjacent to an open patio. A committee application with specifics must be submitted for approval prior to installation. If the privacy screen is anchored on or adjacent to the patio, a three (3) foot perimeter must be maintained to avoid damage from maintenance contractors. The HOA will not be responsible for damages if a perimeter is not maintained.

2.6.3 Flagpoles

- 2.6.3.1 Flagpoles are permitted provided they are no more than 16 feet high, approved and are contained within the area of your property lines. Placement of flagpole is at the discretion of the Committee as not to infringe on the ability of the contractors to perform.

2.6.4. Clothes Lines

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.

- 2.6.5 Hot Tubs are not permitted outdoors.

2.6.6 Recreational Equipment

- 2.6.6.1 Permanent equipment such as sandboxes, swings, playhouses, swimming pools, tents, etc. are not permitted on the owner's lot. Only daily temporary use of such items are permitted.

2.6.7 Storage Units

- 2.6.7.1 A maximum number of 2 storage units are allowed per property. The unit(s) 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. The exception being if one of these units is for the storage of garbage/recycling cans (See section 2.12.3 for specifications). The storage unit's interior depth may not exceed 36 inches (3-feet) and the storage unit can only be installed following Architectural Committee approval. The application must include a picture of the unit with its exact dimensions and a property diagram showing the exact placement of the unit(s). It should complement the house and grounds in color and appearance. Each storage unit will be considered on a case-by-case basis.

2.6.8 Mailboxes/Newspaper Delivery Boxes

2.6.8.1 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. The mailbox must be an approved U.S. Postal Service mailbox. Newspaper delivery tubes are permitted in-black only.

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

2.6.8.3 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 or a through-the-door mail slot 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.

2.6.8.4 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.

2.7 Storage

2.7.1 Patio Furniture & Household Items

2.7.1.1 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. 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.

2.7.1.2 The patio, rear of the home or any portion of the three-foot perimeter 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.

2.7.2 Firewood Storage

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.

2.8 Driveway and Walkways

- 2.8.1 Driveways may be repaired or replaced without approval by the Committee if the type of construction and materials used are the same as originally installed by the developer. This includes repairs and replacement using bituminous concrete or cement.
- 2.8.2 A change to cement or pavers is allowed BUT requires approval of the Committee. An application must be submitted for approval with dimensions and paver color. The Association will not be responsible for driveways constructed of these materials due to snowplow damage. If Owner chooses not to have their driveway plowed, they must use snow stakes and tape off.
- 2.8.3 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 along with the Application. Each proposal will be considered on a case-by-case basis since it is model and unit dependent. As a reminder, these are groundbreaking projects and require utility and irrigation mark-outs.

2.9 Plantings

- 2.9.1 Flowers and shrubs may be planted within the landscaped area in front of a 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. The perimeter and plantings are to be maintained in a presentable manner. If unkept and overgrown, resident will receive a warning letter. Failure to comply may be subject to a fine at the Board's discretion. Any addition, to the front landscaped area requires approval from the Committee.
- 2.9.2 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.
- 2.9.3 Front trees are the responsibility of the owner. An Architectural Application and Township permit is required prior to removal. The Township requires tree replacement. You can contact the HOA office for a list of appropriate replacement trees.
- 2.9.4 Planting of a flowerbed within a five (5) foot diameter around the base of the tree on the front lawn is permitted. This applies to units with a front tree only.
- 2.9.5 Planting or relocating of flowers, shrubs, or trees beyond the limits of the above-described areas

must be first approved by the Committee.

2.9.6 A **buffer zone of approximately three (3) feet** around the exterior of the entire house including any additional porch or patio 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.

2.10 **Lawn Ornaments**

2.10.1 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.

2.11 **Signs**

2.11.1 No commercial signs shall be erected or displayed on the exterior of an owner's house or on lot.

2.11.2 One realtor "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.

2.11.3 No garage sales, yard sales and outdoor auctions are permitted on or around the exterior of the living units. For interior sales, only one sign is permitted in a front window facing the street and must be removed immediately following the sale.

2.12 **Refuse Disposal**

2.12.1 Garbage/trash containers of any type or recycling cans shall not be placed outdoors except on the evening before or the day of the regularly scheduled collection. Residents are required to use automated garbage cans (Robo Cans). They are available through Brick Township Department of Public Works.

2.12.2 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.

2.12.3 Garbage cans must be stored in the garage whenever possible. If not, possible they must be stored in a leveled and platformed storage shed located within the three (3) foot perimeter on the garage side of the unit. Exact placement of shed is at the discretion of the Architectural Committee and the Board of Trustees and is model dependent. Applications for approval must be submitted to the Committee with full description of the storage unit and a drawing showing its placement. (section 2.6.7 for specifications)

2.13 **Common Land and Facilities**

2.13.1 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.

2.13.2 No Resident shall cut or remove trees, clear or thin underbrush in any common area without permission from the Board of Trustees. A letter in writing requesting changes to the common land should be addressed to the Board of Trustees along with an application to the Architectural Committee describing the nature of the work.

2.13.3 No resident should apply pesticide or herbicides on the common land.

2.14 **Complaint Procedure for Architectural Control Matters**

2.14.1 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.

2.14.2 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.

2.14.3 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 8:00 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.

3.1.4 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.

- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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. Rental Fees and liability insurance are required for all private parties
- 3.1.9 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.
- 3.1.10 Food and drinks are not to be taken from the auditorium or kitchen area.
- 3.1.11 Chairs and tables are not to be moved from the library or rear auditorium.
- 3.1.12 No pets are permitted in the clubhouse except for service animals. Animals must be registered with documentation at the Association Office.
- 3.1.13 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. In accordance with fire rules and regulations, exit doors must not be obstructed at any time.

3.2 **A.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:
 - Console
 - DVD and tape

Camera
Lighting Equipment
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 A.V. Committee at least one week prior to broadcasting.
- 3.2.5 Only A.V. Committee personnel are allowed in the A.V. 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 A.V. 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 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 basis. 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.
- 3.6.10 Please return paints to their correct shelves and in proper numerical order.

3.7 **Library Procedures**

- 3.7.1 A book pocket with a card is found in front of all hard cover books.
- 3.7.2 Sign the book card and put the current date in the date column.
- 3.7.3 Place the card in the date file box found on the table.
- 3.7.4 There is no time limit for returning books.
- 3.7.5 Books being returned may be left on the table. A Committee person will replace the card and return it to the proper shelf.
- 3.7.6 Paperbacks are taken on the honor system and returned to the shelf from which they were removed.

3.8 **Clubhouse Event Rules**

- 3.8.1 Arrange through the Administration office for:
 - Date, time, and place of committee meetings.
 - Date and times for auditorium use.
 - Notices for announcements and ticket sales will be on the Communicator and the Greenbriar II web page.
- 3.8.2 Arrange through Administration office for:
 - Floor plan set-up.
 - Provision of supplies, sufficient ice (bags are stored in freezer), etc.
 - 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. For Private parties there is a \$50 charge for use of coffee urns, coolers, etc. Arrangements for use need to be made with the R & A Committee.

- 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 A.V. Committee person only. Contact chairperson or A.V. 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 unless otherwise stipulated:
 - Monday Morning 10:00 to 12:00
 - Tuesday Morning 10:00 to 12:00
 - Wednesday Evening 5:00 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. Clean counters, brush all visible sawdust, use push broom across complete floor and vacuum crevices.
- 3.9.8 A broken blade, bit or a dull blade 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**

3.10.1 Pool will be open from 10:30am-8:30pm. Beginning Memorial Day weekend then daily initiating the following weekend through Labor Day.

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

3.10.3 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).

3.10.4 No diving and/or jumping into the pool.

3.10.5 Noodles and goggles are permitted. All other toys, snorkels or flotation devices 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 Any person who is incontinent including children who are not potty trained, must wear appropriate waterproof clothing.

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. 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. Except for registered service animals.
- 3.10.16 There will be a \$20 replacement fee for a lost badge. If loss occurs on a weekend the attendant 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 Monday, Wednesday, and Saturday 10:30am to 12:30pm and 4:00pm to 8:30pm and Tuesday, Thursday, Friday and Sunday 10:30am to 12:30pm and 4:00pm to 6pm. On Memorial Day, July 4th, and Labor Day children may swim ALL DAY - 10:30am 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.

3.11 **Greenbriar II Bus Service**

- 3.11.1 Bus service is available for GB II residents Monday through Friday to local shopping areas and malls. Reservations are required.
- 3.11.2 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.
- 3.11.3 Further procedures can 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.
- 3.11.4 Changes to the weekly bus schedule may be made, in advance, with adequate notice given to the residents via the calendar, web page and the communicator.

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

- 3.12.1 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.

- 3.12.2 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 Homeowner’s Association, its 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.”
- 3.12.3 Fitness Center hours are 8am to 11pm daily.
- 3.12.4 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.
- 3.12.5 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.
- 3.12.6 Good Etiquette always applies:
- Bring a towel to wipe down equipment after use.
 - Always wear soft sole shoes. No cut-off shorts or sandals.
 - No food or beverages except for water. Bring your own drink containers. Do not litter please.
 - Maximum workout of 30 minutes on any one piece of equipment.
 - Replace the weights after use. Do not drop or toss the weights onto floor or rack. Use a spotter for your safety.
 - All residents using the treadmill must use the safety clip at all times while on the machine. No exceptions.
 - No cell phone use while using the equipment.
- 3.12.7 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 perform 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 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 Interested members can declare their intension in writing to both the Board of Trustees and the Recreation and Activities Committee. Based on R & As recommendation the Board will appoint new officers.
- 4.3.3 If an officer is unable to complete the term of office, declarations for the vacancy will be submitted as per above section 4.3.2 and filled for the unexpired term.
- 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 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 Secretary**

4.6.1 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.

4.7 **Duties and Responsibilities of the Treasurer**

4.7.1 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.

4.7.2 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.

4.8 **Committees**

4.8.1 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. Line and Chair Dancing
8. Ceramics
9. Chorus
10. Quilters Circle
11. Golf Men
12. Library
13. Lifetime Fitness
14. Golf Women
15. Sunshine Club
16. Travel Coordinator
17. Veterans Group
18. Welcome Committee
19. Community Club

4.8.2 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. 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.

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

4.9 Standing Committees

- 4.9.1 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.
- 4.9.2 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.
- 4.9.3 Committee chairpersons are part of the governing body, each with an equal vote. Elected alternates may vote in the absence of the chairperson.

4.10 Operation of the R & A

- 4.10.1 Presence of ten (10) members of the R & A Committee at a meeting shall constitute a quorum.
- 4.10.2 All money requests from Committee chairpersons must be submitted for approval by a majority vote of the R & A Committee.
- 4.10.3 Expenses up to \$1000 including tax can be purchased.
- 4.10.4 All purchases over \$1000 including sales tax shall be subject to prior approval by a majority of the R & A Committee and the Board of Trustees.
- 4.10.5 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.), should submit these expenses to the R & A for approval and payment.
- 4.10.6 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.
- 4.10.7 All monies in the R & A Committee bank account in excess of \$3500 must be tendered to the Association on a quarterly basis, i.e., September 30th, December 31st, March 31st, and June 30th.
- 4.10.8 At the discretion of the R & A Committee, officers may be able to donate gifts to an individual or group.
- 4.10.9 All Committees must obtain clearance from the Property Management office for time and space available to hold a meeting.

- 4.10.10 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.
- 4.10.11 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.
- 4.10.12 The R & A meetings are open to all residents; however, discussion is limited to the governing body. Voting is by the governing body only.
- 4.10.13 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.
- 4.10.14 The officers and chairpersons, will review and evaluate activities periodically to determine if they should be discontinued or merged with another activity.
- 4.10.15 All prize money for tournaments must come from the players.
- 4.10.16 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.
- 4.10.17 Ticket sales for all functions will be conducted on a 1st come, 1st serve basis.
- 4.10.18 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, arrangements for snow removal on sidewalks, service walks, driveways and around mailboxes will commence. This will not be initiated until 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, broad leaf weed 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 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 will be maintained at the Board of Trustees judgement when deemed necessary. Replacement will be determined by Brick Township codes.

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 Sidewalk and apron repair is the responsibility of the Homeowners Association and is subject to maintenance from joint displacements, vertical cracks, and surface degeneration. Sections are subject to repair or replacement as needed and filler may be used to address joint separation.

5.9.2 Service walks and driveways are Owner's responsibility.

5.10 **Concrete Curbing**

5.10.1 Concrete curbing is the responsibility of the Township of Brick.

5.11 **Implementation of Services**

5.11.1 Any requests for services required to meet these Maintenance Standards must be submitted in writing to the Greenbriar II Homeowners Association.

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 \$250, paid by the Owner, is due each time a unit is newly leased or released to a new tenant. 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 units may sell their 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 \$1,350.00 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

8.0 Parking

- 8.1 Vehicle Parking on the streets within Community is under the jurisdiction of Brick Township. Parking should comply with the Township ordinances and the Association Covenants and Restrictions.
- 8.1.1 Vehicles may not be parked on and obstruct the sidewalk portion at the end of the driveway.

- 8.1.2 Vehicles should be parked 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. Vehicles left in clubhouse parking lot should be parked in the back two rows farthest away from the clubhouse building. The Association is not responsible for any damage to vehicles parked in the clubhouse lot.
- 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, shall be stored an area designated by the Association. Such vehicles are not permitted to be parked in a resident's driveway or on the Township streets.
- 8.1.5 Residents that own commercial vehicles, trailers, campers, motor homes, or boats may apply to rent space in the maintenance lot. This lot is of limited size and not all applications can be approved. Rental fees are determined by the Board of Trustees in accordance with the cost of lot maintenance and insurance. 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. Failure to provide current insurance, registration 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 assigned and not to inconvenience or interfere in any way with adjoining neighbors. No additional items are to be stored in this space. It is for vehicle parking only. For any necessary servicing of said vehicles the office needs to be contacted prior to initiation. All contractors must be insured, and a copy of the Certificate of Insurance must be brought to the HOA office.
- 8.1.7 All other 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 Any violation of these rules will result in a fine as established by the Board of Trustees. Further non-compliance will result in the vehicle being towed at the owner's expense.

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. It is the responsibility of the pet owner/walker to remove and dispose of all dog defecation in the community. Defecation should be put in the trash. Disposing of defecation in storm drains or sewers is a violation of the Health Department.
 - 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 if possible. Note, protected species cannot be removed.
 - 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 animals (including feral cats), other than songbirds, 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, the Greenbriar II News and the Community web page.

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 The Community Manager or Board of Trustees may issue announcements of special events or topics. These may be delivered, mailed, emailed, posted on the channel 97 communicator, the

Greenbriar II web page or sent out to the community via a mass phone communication. Current phone numbers need to be provided to the administrative office to receive these messages. In addition, for secondary or extended vacation residences' addresses need to be provided to the administrative office to receive announcements.

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 posted on the Communicator and web page.

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 enjoy the common lands and facilities and has the obligation to comply with all Covenants and 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.

11.1.1 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. Payment of monthly assessment is due in advance of the first of each month. Failure to make payment by the 10th of the month will result in a fine of \$5.00.

11.1.2 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.

11.1.3 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.

11.1.4 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.

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

11.1.6 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.

11.1.7 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. Note, additional fines will be assessed for multiple violations. The Board may also elect to assess a member a one-time fine due to the nature and occurrence of said violation.

11.2 **Enforcement of Rules and Regulations**

11.2.1 A member so cited may appeal to the Board of Trustees, within ten (10) 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.

11.2.2 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.

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

11.3 **Alternative Dispute Resolution ("ADR")**

11.3.1 **Establishment of ADR Committee**

An alternative dispute resolution ("ADR") committee is hereby created (the "ADR Committee"). The Board shall appoint the ADR Committee members. The ADR Committee shall consist of at Least three (3) and not more than seven (7) individuals who are not officers of the Association, members of the Board, or involved in the dispute before them. The ADR Committee members shall be neutral parties who volunteer or who the Board asks to serve based on their experience. Each member shall serve for a term of one (1) year. Any member of the ADR Committee may be dismissed by the Board with or without cause and without prior notice. However, during any ADP hearing where the Board is a party to the dispute, the Board may only remove a member of the ADR Committee if a specific conflict or other similar crucial reason requiring dismissal arises during the course of the proceeding. Quorum necessary for conducting ADR shall be three (3) ADR Committee members. If there are no volunteers to serve or if sufficient volunteers are unavailable, the Board reserves the right to hire a neutral mediator to conduct the mediation and render a recommendation.

11.3.2 **Dispute Resolution Procedure**

The ADR Committee shall provide a forum for resolution of housing-related disputes between individual Unit Owners and the Association and between Unit Owners as an alternative to

litigation. ADR shall provide a method to dispute whether the Board made an assessment in accordance with the governing documents. ADR may also be used to dispute method of calculation of an individual's assessment or the fact that payment was made. However, if the matter is housing-related but falls within a legitimate exercise of Board discretion, it shall not be subject to ADR.

1. **Complaint.** Housing related complaints and requests for ADR must be filed in writing with the Association's Property Manager. The Property Manager may also file a complaint directly. The Property Manager shall then refer the dispute to the ADR Committee. The Complaint must set forth the acts or omissions complained of and should be as specific as possible as to times, dates, places, and persons involved. To the extent possible, the Complaint should specify the provision(s) of the Governing Documents alleged to have been violated.

2. **Mediation** Date and Service. The ADR Committee shall set a mediation date that is within thirty (30) days of the ADR Committee's receipt of the written Complaint. The date may be adjourned by the ADR Committee for the convenience of the parties. The ADR Committee and not the Board shall approve any adjournments they deem reasonable. The ADR Committee shall serve a copy of the Complaint or a letter documenting the details thereof (the "Notice of Mediation") on the respondent.

3. **Contents of the Notice of Mediation.** The Notice of Mediation shall set forth the time, place, and date of the mediation. The Notice of Mediation shall explain that the respondent: may be present at the mediation; may, but need not be, represented by counsel; may present any relevant evidence; shall be given a full opportunity to cross-examine all witnesses testifying against the respondent; and shall be entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board or managing agent.

4. **Amended or Supplemental Complaints.** Any time prior to mediation the ADR Committee may file or permit the filing of an Amended or Supplemental Complaint. All parties must be notified in the same manner as notified of the original Complaint, and, if necessary, a new mediation date will be scheduled. The respondent may file a supplemental statement responding to any new charges presented.

5. **Discovery.** At any time after service of the Notice of Mediation and prior to the date for mediation, either party may request the Board or the Managing Agent provide the names and addresses of witnesses to be called, and copies of any statements, writings, and investigative reports to be introduced at the mediation. Any recipient of such information shall utilize the same only for legitimate purposes in the context of the mediation. Failure to do so shall subject the recipient to liability and/or penalties.

6. **Mediation.** The ADR Committee will select a person, who need not be an Owner or a member of the ADR Committee, to preside as mediation officer. The mediation officer shall explain the rules and procedures by which the mediation is to be conducted. At the request of either complainant or respondent, or on its own motion, the ADR Committee may conduct

the mediation in private session. Each party to the mediation shall have the right to: (a) make a statement; (b) introduce evidence, testimony, and witnesses; (c) cross-examine opposing parties and witnesses; and/or (d) Rebut evidence and testimony.

Generally, any relevant evidence may be admitted. Technical rules of evidence or procedures may be relaxed by the mediation officer who, nevertheless, may reserve the right to exclude all irrelevant, immaterial, or repetitious evidence. Oral evidence may be taken only on oath or affirmation administered by the mediation officer. Hearsay evidence may be used to supplement or explain other evidence but taken alone will not be sufficient to support a finding. The mediation officer also has the discretion to impose reasonable limits on the time allowed to testify and the number of witnesses.

In the event the respondent fails to appear at the mediation, the ADR Committee will consider the evidence before it and render a decision. Whenever the ADR Committee has commenced to hear a matter, and an ADR Committee member withdraws before a decision, the remaining members will continue to hear the case and the ADR Committee chairman will name a replacement, if available, for the withdrawing committee member who will make his/her decision from the existing record.

7. Presence and Advice of Counsel. Counsel for the Association may be present at the mediation at the Board's discretion. The Association's attorney may give guidance in advance of a specific case to the ADR Committee or its members. However, once a matter has begun the ADR Committee can either operate on its own or is empowered to seek guidance from independent counsel as the ADR Committee deems appropriate.

8. Challenges to Impartiality. Each member of the ADR Committee must be able to perform in a disinterested and objective manner in consideration of the case before it or disqualify himself or herself and have it so recorded in the minutes. If a challenged committee member does not recuse himself or herself, the other members can unanimously decide the matter or, if split, the matter shall be left to the presiding mediation officer. In the event neither of those methods is successful, the objection shall be placed on the record and the matter allowed to proceed. If the objecting party is the initiating party and the matter does not involve the appeal of an adverse action, that party shall be permitted to withdraw the alternative dispute resolution request. If the presiding officer does more than simply explain the rules, either party may challenge him or her for cause.

9. Mediation Conclusion / ADR Committee Recommendation. In the event the parties are able to reach a resolution during mediation, the ADR Committee will memorialize the outcome in a written document signed by both parties and an ADR Committee representative, outlining the terms of the resolution in detail. If the parties are unable to reach a resolution, the ADR Committee shall issue a written recommendation within forty-five (45) days of the mediation. The ADR Committee recommendation must have the support of a majority of those mediating the matter (a quorum being present). Copies of the decision shall be delivered to the parties by personal service or regular mail.

11.3.3 Miscellaneous

1. Notwithstanding anything stated herein and/or any decision of the ADR Committee, the

Association may exercise all rights and remedies available to it at law, in equity and /or pursuant to the Association's Governing Documents.

2. Any provision contained in any previously adopted resolution of the Association which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern.

3. The ADR Committee's findings, the ADR Committee's decision, and any documents or statement presented to the ADR Committee by the Association shall be inadmissible in any court for any purpose whatsoever unless consented to in writing by both the Association and the parties to the dispute.

THE GREENBRIAR II HOMEOWNERS ASSOCIATION, INC.

Resolution Type: Policy No.

Pertaining to: Rules and Regulations

Duly adopted at a meeting of the Board of Trustees of The Greenbriar II Homeowners Association, Inc.,

held this 17 day of May, 2021.

Officer:
(print names)

Vote:
(mark one for each)

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>Walter Tucker</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Walter Tucker
<u>AnneMarie Wilcox</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> AnneMarie Wilcox
<u>Stan Miszczenak</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Stan Miszczenki
<u>Maureen Porter</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Maureen Porter
<u>John D. Fahey</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> John D. Fahey

Attest:

(sign) Maureen Porter
(print) Maureen Porter, Secretary

5/17/21
Date

File:
Book of Minutes:
Book of Resolutions:

	<u>Book No.</u>	<u>Page No.</u>
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Special	<u> </u>	<u> </u>
General	<u> </u>	<u> </u>

Resolution Effective: Immediately

