



## **GREENTREES VILLAGE, INC. RULES AND REGULATIONS**

The following are the rules and Regulations for Greentrees Village, Inc. and were approved by the Greentrees Village Board of Directors at the board meeting held on May 9, 2011 and last amended on March 9, 2021.

These Rules and Regulations have been established for the benefit of all owners and are subordinate to the Association's Bylaws and Declaration. In the event there is a conflict between the Bylaws or the Declaration and these Rules and Regulations, the Bylaws and/or the Declaration shall control.

### **1. Occupancy Compliance Certification**

Pursuant to Section 5.6 of the Declaration, and for purposes of maintaining H.U.D. (Housing and Urban Development) compliance with Housing for Older persons requirements, each resident in Greentrees Village must register in the Greentrees office within seven days of taking residence of their lot. Additionally, guests and family members who reside with an established resident for a period of more than thirty (30) days must register in the Greentrees office as occupants of the lot. It is the responsibility of the lot owner to inform their tenants and guests of this requirement. Failure to register with the Association all individuals who occupy a lot may result in a fine of one hundred dollars (\$100) per week until such time as this requirement is met. In addition, the Association may pursue legal action against the resident and/or owner. The payment of any and all legal fees and costs incurred by the Association to enforce this rule or to collect fines shall be the responsibility of the lot owner.

### **2. Gate System Access Rules for Greentrees Village, Inc.**

**a.** Owner, renter residents and business applicants are entitled to unlimited Smart cards as desired. Business applicants must be approved by the Office and meet deposit requirements. Limitation to access time may apply for businesses.

**b.** Special use access codes shall be assigned with time limitation relevant to the needs of the users. (Example – special events for residents, Pinochle Group, Quilters, etc.)

**c.** A monthly code shall be available in the office for owners and renters to give to visitors and contractors. The monthly code can be given out for the current month and no more than 2 months in advance. At no time shall an owner or renter publish or post the gate code in a public place. The fine for publishing or posting the Greentrees' gate code is forty dollars (\$40) per occurrence.

**d.** Deposit for Proximity cards is to be \$5.00 per card and \$6.00 for key fobs for residents, renters, and business, to be refunded when card and fob are returned to the Greentrees Office in good working order and not written on.

- e. Upon sale of property in Greentrees, all access equipment is to be returned to the Greentrees Office or it will be programmed out of the system. Only Greentrees shall issue this equipment to new residents.
- f. Any access equipment reported lost or stolen will be programmed out of the system and be rendered dysfunctional and the deposit shall be forfeited.
- g. When residents break the entrance gate they will be charged the cost of repairing the gate. If the owner fails to report that they broke the gate, they will be assessed double the replacement costs.

### **3. Use of Clubhouse and Recreation Hall**

#### **Restriction of Access to and Use of the Clubhouse and Recreational Facilities**

The Board of Directors may restrict access to, and use of the clubhouse and recreational facilities in the event an owner or resident fails to follow the rules and regulations of Greentrees Village. After providing proper notice and, if requested, a hearing for the owner or resident, the Board may deny an owner or resident use of Association facilities until such time as violations of the rules and regulations are rectified.

Before imposing usage restrictions, the Board of Directors must first provide written notice to any owner or resident for whom restriction of access is being considered. The owner or resident has a right to a hearing before the Board. The owner or resident must advise the Greentrees Village Board of Directors in writing within five (5) days of receiving written notice that a hearing of the Board is requested.

Residents and guests who violate rules or exhibit behavior that poses an imminent threat to the health, safety or security of individuals in the clubhouse, pool area, recreation hall or any of their dependencies may be expelled immediately from those areas with the aid of law enforcement (if necessary) until the violation can be resolved administratively.

#### **Clubhouse Hours**

7:30 AM to 10:00 PM

#### **Recreation Hall Hours**

Year Round 8:00 AM to 8:00 PM\*

\*unless Bingo or special event

The Clubhouse and Recreation Hall are closed on Christmas day and New Years day except for board approved events.

- a. Use of the Greentrees common areas and facilities is under the control of the Board of Directors. Therefore, these stated general policies shall serve as a guide to using the rooms in Greentrees Village. However, the Board of Directors may approve or disapprove any specific use whether or not covered herein. Greentrees Village, Inc. does not support or endorse any religious or political organization and discourages the use of its facilities for such purposes.
- b. All scheduling of facilities must be coordinated through the Greentrees Office.
- c. The regularly scheduled use of Greentrees facilities for Greentrees business matters shall have first priority (such as meetings of the Membership, Board of Directors, Committees, etc.).

**d.** Greentrees activities may be scheduled on a regular basis (examples include: Bingo, Breakfasts, Bridge, etc.).

**e.** Special or one-time Greentrees activities may also be scheduled provided there is no conflict with other scheduled activities.

**f.** Private use of the Recreation Hall by Greentrees Residents:

The use of Greentrees Village Recreation Hall is primarily for members of the Association.

Use of the Hall by owners may be approved by the Manager if the event's attendees number 51% or greater of Greentrees residents and if it follows the general guidelines below. Use of the Hall for non-owner functions or where the attendees number less than 51% Greentrees residents must be approved by the Board of Directors.

Renters at Greentrees Village may apply for use of the Hall with the acknowledgement of the lot owner. The lot owner will be responsible for any damages to the property by the renter or their guests.

In order to reserve the Recreation Hall, residents shall agree to the following guidelines:

1. There will be no charge for the use of the Recreation Hall if 51% or more of the attendees are Greentrees Village residents, although a deposit (in the form of a check) of \$100 is required. The deposit will be returned if the room is left in a clean and undamaged condition. A resident shall host the Recreation Hall event. Deposits will not be required of Greentrees Village clubs or for Association events.
2. For events that are not attended by 51% or more Greentrees Village residents, there will be a charge for the use of the Hall. A resident shall host the event. A deposit (in the form of a check) will be required. For use of the Hall without the use of the kitchen, there will be a \$150 charge for the room and \$100 deposit paid by check or credit card. For use of the Hall including the use of the kitchen, there will be a charge of \$200 and \$150 deposit paid by check or credit card. The deposit will be returned if the room is left in a clean and undamaged condition
3. The Recreation Hall is not available for political meetings (with the exception of educational forums of local interest) religious services (with the exception of memorials for residents) or commercial purposes (unless specifically approved by the Board of Directors).
4. The host is responsible for the premises being left in a clean and undamaged condition.
5. Each lot owner is limited to four days per calendar year for private events.
6. All guests are restricted to the Recreation Hall and restrooms. No access is permitted to the Pools, Sauna, Exercise Room, or Tennis Courts. Children must be confined to the area occupied by adults.
7. Guests may not use pool tables.
8. Only table decorations are allowed. No tape, staples or thumbtacks on the walls.
9. Maximum occupancy in the Recreation Hall for private functions is 150 people.

10. The coffee machines may be used but the resident is responsible for cleaning the machine after use. The resident shall supply his or her own coffee.
11. Tables and chairs are available for use. Tables and chairs should be put back in their normal position after the function.
12. Use of the Hall may not extend past 8:00 PM.
13. For functions where non-resident guests are invited, the resident host is responsible for admitting guests through the Greentrees entry gate.
14. The Resident, or in the case of Renters, the Host Owner will be financially responsible for any damages done to the property or excess cleaning required in the Hall because of their event.

**g. Activity Room / Multipurpose Room:** Scheduling of small activities for Greentrees functions should be in those areas when possible, leaving the Recreation Hall available for larger groups. The Activity Room is also the best room for scheduling closed activities.

The Multipurpose room may be scheduled for activities, with Board approval, under the following conditions:

1. All activities must be sponsored by a GTV resident.
2. No fee will be charged if the instructor or sponsor provides to the office a sign-in sheet which shows that 51% or more of the attendees are Greentrees residents, or if the instructor does not charge a fee. Otherwise there will be a \$25 fee per class charged to the GTV sponsor.
3. The GTV sponsor, with Board approval, may book activities in three month increments (i.e.: every Tuesday at 1:00 PM for July, August and September). This may be renewed, (with Board approval) if another activity has not requested those dates and times.
4. A special gate code will be issued by the office for non-resident attendees of classes.

The large screen TV located in the Multipurpose room is available for use by residents when there are no scheduled activities in the room. Use of the TV may not impose on or interfere with other scheduled activities in the Recreation Hall (for example watching a movie while a Board meeting is being held). The TV shall not be used to view illicit or adult content.

**h. Kitchen:** Scheduled use of the kitchen must have someone in attendance who:

- (a) Is familiar with the equipment and its proper use;
- (b) Is responsible that food items belonging to other groups is not used, and
- (c) Shall insure that the kitchen and equipment are thoroughly cleaned.

**i. North Patio Room:** The North Patio Room will be available to all ages during those periods when school is out. This room shall be open for use by adults supervising children any time the pool is open for use to children. Passageways through this room must be left open.

**j. Conference Room:** The Conference Room may be scheduled for small events or activities by residents with the approval of the General Manager. The Conference Room is not available for rent.

**k. Coffee Room:** is open daily to all residents and owners in Greentrees.

- l.** Library / Lounge Area: may be scheduled only for small activities that do not interfere with access to the Library and passageways.
- m.** The Greentrees shop is open to resident use only during scheduled periods when a qualified shop monitor is supervising its use. The schedule for shop use shall be posted on the shop entrance door.
- n.** Those using the Association's facilities shall clean up all areas used, including restoring furniture to the proper place.

#### **4. Swimming Pool Rules**

##### Adult Pool & Spa Hours

7:30 AM to 9:30 PM

(out of pool by 9:30 PM - out of shower rooms by 9:45 PM)

##### Family Pool Hours

Summer hours only: 8:00 AM to 7:30 PM

(out of pool by 7:30 PM - out of shower rooms by 7:45 PM)

Adult Pools & Adult Restrooms closed all day 2<sup>nd</sup> Wednesday each month

- a.** No lifeguard is on duty. All swimmers swim at their own risk.
- b.** No food or beverage is allowed in the pool area.
- c.** No pets, excluding service animals, are allowed in the pool area. No animals are allowed in the water.
- d.** All persons are required to take a cleansing shower before entering the pool.
- e.** Children younger than eighteen years of age are restricted to use of the Family pool.
- f.** Children under two years of age shall wear waterproof, disposable diapers in the (family) pool.
- g.** No person suffering from a communicable disease transmissible by water or under the influence of an intoxicating liquor or drug shall use the pool.
- h.** Swimsuits only are allowed. No cut-offs are allowed in the pools.
- i.** All non-swimmers and children under 14 years of age shall be accompanied by a responsible adult when using the family pool.
- j.** No person shall run or engage in horseplay in or around the pools.
- k.** The Pools are closed the second Wednesday of each month for cleaning.

1. Guests who are not staying in Greentrees Village are limited to six (6) visits a year in the adult pool, spa or family pool. All guests, before using these facilities, are required to sign the guest register at the entrance of the dressing rooms. All guests shall wear guest tags that have been furnished to them by their Greentrees host. Greentrees hosts are subject to a fine if the above rule is abused.

## **5. Tennis Court Use**

- a. Open court is during regular Clubhouse hours.
- b. Players shall wear tennis shoes. No jogging or running shoes.
- c. No skate boards, roller skates, bicycles are allowed on the court.
- d. ID tags are required.

## **6. Snooker and Pool Tables**

- a. The snooker and pool tables in the Recreation Hall are available to residents at all times the facility is open with the exception of when Board meeting are being held, Bingo is being played, when there is a potluck dinner in the hall or there are other scheduled activities. No one under 18 years of age may use these tables. Residents shall accompany their guests when using snooker and pool tables.
- b. Players must brush the felt and replace the pool table cover after use. The pool table in the Patio Room is available to children under eighteen. An adult shall supervise children less than 14 years of age.

## **7. Pets**

- a. No pets, excluding service animals, are allowed in any of the Greentrees buildings.
- b. Greentrees must comply with Florence City Code Title 6 Chapter 6 Animal Control (City Code 6-6).
- c. Dogs. Among other regulations pertaining to dogs in City Code 6-6, dogs are required to be leashed when out of the home or confined area such as a fenced yard, prevented from disturbing the public peace, and cleaned up after. Refer to the Code for complete regulations.

Complaints about animals should be reported to the Florence Police Department.

## **8. Signs**

- a. Except as noted, no signs or other advertising device of any character shall be placed or erected on any lot or maintained on any part of the properties, except identification signs. Holiday decorations including holiday signs are allowed on private residences; however they can be put up no more than 30 days prior to the holiday and may remain up no more than 10 days after the holiday.

Because the use of For Sale signs further a legitimate Association purpose of maximizing the sales potential of the lots and in that regard are needed by the Association, each lot shall be allowed to display a

maximum of one (1) For Sale sign exclusively to advertise the sale of a home or lot. The size and appearance of the sign shall be specified by the Association.

#### **b. Regulations Governing FOR SALE Signs**

HOME FOR SALE or LOT FOR SALE signs will be allowed only if they follow these parameters:

- a. Sign is 16" square.
- b. Sign has white background with green border and green printing.
- c. Sign is made of material that is resistant to the elements and must be maintained in good condition.
- d. Additional information (contact person, phone number, etc.) will be located only in the blank area provided at the bottom of the sign.
- e. Only one sign per lot.
- f. Information boxes, if used, must be white or dark green in color and located on the same post (either above or below) as the FOR SALE sign. Each lot shall display one sign only. No additional signs or information will be allowed. Signs should be purchased from the Greentrees Village office or, if made independently, must conform to the above guidelines.

### **9. Smoking**

No smoking is permitted inside any of the Greentrees facilities.

### **10. Parking and Traffic**

a. No vehicle shall be allowed to park either completely or partially on the roadway or the common areas. Only private driveways and Association parking are to be used. New residential dwellings shall have at least two permanent parking spaces. Such a parking space, garage or carport shall provide for the ingress and egress of a standard size automobile. Each parking space shall be at least nineteen feet long and nine and one-half feet wide (19' x 9 ½'). Regular off-street parking shall not be permitted within the yards adjacent to a street. Side yards and greenbelts shall not be used for the permanent storage of trailers, boats and recreational vehicles, nor shall said yard be used for the regular or constant parking of automobiles or other vehicles.

b. The maximum speed allowed in all areas of Greentrees Village is 10 miles per hour. Skateboards and in-line skates shall not be used in any common area, on the roads or in public parking areas.

### **11. Sales on Property**

a. Because we are a gated community, garage sales are restricted in Greentrees Village. A garage sale, also known as a yard sale or rummage sale, is defined as an informal, irregularly scheduled event for the sale of used goods by a resident to the general public. The sales venue is a garage, driveway, carport, front yard or porch.

A few community sales are permitted each year in Greentrees. One is the Annual Flea Market sponsored by the Activity Committee and normally held in July. The Flea Market is held in and around the Recreation Hall where residents may rent tables to display their wares. The Flea Market is open to the general public and residents are encouraged to participate. (Private garage sales or estate sales that take

advantage of the gates being open for the Annual Flea Market are prohibited and subject to a fine of forty dollars (\$40) per occurrence).

A second is the Community Garage Sale sponsored by the Association and scheduled by the board of directors. This event is open to the general public and residents may display items for sale around their homes, on driveways, porches, decks, garages, etc.

For both events, the property gates shall be open and the public invited to attend. Temporary parking will be permitted. Aside from these community events, no other garage sales which are open to the general public are allowed.

**b.** Estate Sales may be conducted only with prior written approval of the Association; violators will be subject to a fine of \$150.00. Forms and procedures to be followed by lot owners or their legal representatives in requesting, organizing and conducting an estate sale may be obtained in the Greentrees Village office.

## **12. Safety and Health Rules**

**a.** No dangerous or unlawful substance shall be brought to or used in the Greentrees facilities. No firearms are permitted in the Greentrees facilities. Obnoxious, unlawful or offensive activities are prohibited.

**b.** The Association reserves the right to establish specific rules governing such potentially loud or disturbing activities as the use of musical instruments, stereos or other electronic equipment if it determines that there is a need to do so in the best interest of all the owners. Good judgment and thoughtfulness for others should always be used when engaging in such activities.

**c.** No BB guns, pellet guns or firearms shall be fired in Greentrees Village. Archery is not allowed. No fireworks, explosive devices or open fires are permitted.

## **13. Motorcycles**

**a.** For the purpose of controlling noise levels in the park, rules have been put in place concerning motorcycles. Any resident of Greentrees Village who wants motorcycle privileges shall call the Maintenance Department to set up an appointment for bringing his/her motorcycle in for inspection and show that the motorcycle has the factory original exhaust or a factory approved modification whose noise emissions do not exceed those of the original equipment.

**b.** Questionable noise levels may require further inspection by the Property Committee. Upon recommendation by the committee, final approval rests with the Board of Directors (per the CC&R's 5.14) at which time a permit shall be issued.

**c.** Lot owners are responsible for their guests following the above rules.

## **14. Bicycles**

**a.** Persons riding bicycles on the Greentrees Village property shall follow the same rules and traffic regulations that govern motorized vehicles.



## **15. Use of Identification Tags**

- a.** Identification tags shall be carried by all persons using the facilities in the Common Areas: swimming pools, pool tables, recreation hall and kitchen, shop area, clubhouse, coffee room and tennis court.
- b.** The only exceptions shall be Bingo, Potlucks, Friendship Club Pinochle, and Board approved special activities (Christmas Party, Flea Market and Individual requests for the use of the Rec. Hall and Kitchen and Coffee Room).
- c.** Each lot is entitled to two (2) owner tags and four (4) guest tags.
  - a.** The designated owner shall sign for the tags and is responsible for the use of them by their guests.
  - b.** If tags are lost and need to be replaced, the owner is responsible to insure that that lot uses only six (6).
  - c.** The tags will be distributed to the renters by the owners only for the lot being rented.
  - d.** Upon sale of property, all six (6) tags shall be turned over to the new owners or to the Greentrees Office to be reassigned to the new owners.
- d.** The Office will keep a record of the tags issued, in the lot files for each lot.
- e.** The Office will keep a supply of blank tags on hand to issue when needed.
- f.** Tags are to be carried by all persons using the Common Facilities. The limit of six (6) persons per lot using the facilities at any time is to be enforced by the requirement that each person carry a tag and produce it when asked and only six (6) are issued per lot.
- g.** Violation of this rule for carrying tags carries a fine of \$10 per person in violation. This fine would be assessed after an initial warning and continued violations occur, to the lot in violation and remain there until paid. In the case of renters violating the rule, the owner of the lot would be fined. (Owners are responsible for the actions of their renters and guests.)

## **16. Mailbox Policy**

- a.** Mailboxes are purchased by Greentrees Village in bulk and sold to owners at cost. The mailboxes are installed by the Maintenance department if requested. The Maintenance Department maintains the pedestals on which the mailboxes are mounted. Residents may install their own mailboxes if the boxes fit into the space on the pedestal provided for their lot. Residents are not allowed to have mailboxes that require the moving of other mailboxes in order to fit theirs on the pedestal. It is recommended to owners who desire larger mailboxes than those that fit in the space on the pedestal that they acquire a P. O. Box at the Post Office.

## **17. Trash Collection**

- a.** Trash collection is contracted through the Association and paid for as part of your monthly assessment. Each Lot is provided a receptacle for refuse and a receptacle for recycle material by the collection company. Trash must be contained in the provided receptacles and shall not be placed curbside prior to Monday

morning. Trash receptacles shall be kept in an enclosed area, or ‘animal proofed’, area when not set out for collection.

**b.** Dumpsters located in Greentrees common areas are for resident use only and are exclusively for the disposal of yard debris. In order to allow other resident’s use of the dumpsters, each resident may only fill one dumpster, or dispose of the equivalent amount of debris, per week. Branches should be no more than three inches in diameter and cut into lengths of three feet or less. Residents are not to stack debris above the top edge of the dumpsters. The dumpsters are not for the disposal of garbage, trash, concrete, furniture or other debris. Paid contractors, landscapers, and handymen are not permitted the use of the dumpsters and should haul their refuse off property. The dumpster located next to the Maintenance building is for the exclusive use of the maintenance department. The dumpsters are under video surveillance. Violators of these rules will incur a \$50 fine.

## **18. No Solicitation**

**a.** Except as needed by or concerning the Association of Greentrees Village there will be no door-to-door solicitation allowed. Any group or organization wishing to solicit or collect signatures for an issue that does not directly concern the operation of Greentrees Village must have their petition approved by the Board of Directors before it may be displayed in the clubhouse. Residents who wish to post information regarding upcoming charity events in the Florence area may do so on a bulletin board in the clubhouse, which is provided for that use only.

## **19. Employee Relations**

**a.** The Association has employed personnel who are responsible for the cleaning and maintenance of the property. All employees are under the direction of the manager and during working hours shall not be diverted to the employment of any owner. Complaints regarding employees and requests by owners for assistance by employees should be made through the manager.

## **20. RV Park Rules**

**a.** Everyone using the Greentrees Village RV Park shall be an owner, a resident of Greentrees Village or the guest of a Greentrees resident or owner. The owner/resident shall make park reservations on behalf of their guests. The owner/resident is ultimately responsible for their guest’s actions, fees or any damage they may cause.

**b.** Guests shall register with the Camp Host and pay the necessary fee at time of arrival.

**c.** The sponsoring owner/resident will provide RV park guests with a Greentrees gate card or key fob which will allow them access to Greentrees and use of the clubhouse and other facilities. RV guests may use the clubhouse family changing rooms and showers during regular clubhouse hours. Guests over the age of eighteen may also use the other facilities provided in the clubhouse and recreation hall. However, no one under the age of eighteen shall use the recreation hall facilities, therapy pool, sauna, adult pool, exercise room or coffee room.

**d.** RV Park guests shall follow the same rules as other Greentrees residents. The Camp Host shall provide each guest with pertinent park rules.

e. The maximum initial length of stay in the park is 14 days. A stay may be extended by the Park Host if openings are available.

f. RV guests may use the Clubhouse Family changing rooms and showers during business hours but no one under the age of eighteen shall use the Recreation Hall facilities, therapy pool, sauna, adult pool, exercise room or Coffee Room. Guests shall carry a key fob or card when using the facilities.

g. The current park rates are:

Water/Electric: \$20.00 +1.80 tax = \$21.80 per night

Full Service: \$25.00 + 2.25 tax = \$27.25 per night

## **21. Quiet Hours**

a. Quiet hours are from 10 PM to 7 AM. Every effort shall be made to avoid disturbing residents with construction noise, loud talking, high radio or television volume and other loud sounds.

b. Contractor's hours are from 7:00 AM-6:00 PM unless emergency repairs are required.

## **22. Rules and Regulations for Lot Owners, Renters and Guests**

a. There shall be an Association processing fee assessed against owners of homes and lots used for rental purposes. The amount to process each Rental Registration shall be set at \$25.00.

b. All owners or their agent shall insure that all applicants for rentals shall be supplied with and read the Association's Declaration, Bylaws and Rules and Regulations.

c. All renters shall complete a Renter's Registration sheet in the office and show proof that one or more occupants who shall reside in the residence is 55 or older.

d. All rental units shall adhere to the Florence "Single Family Housing District" zoning code. Only a single family shall occupy a rental property.

e. No house or lot may be rented for a period of less than 30 days.

f. No resident in a rental unit shall be under 18 years of age.

g. No dwelling unit or RV lot shall be sublet. There may be only one residence on each lot.

h. It shall be the owner's responsibility to notify the Greentrees Village office when a rental agreement expires or a renter / lessee vacates the unit.

i. Renters are bound by the same Declarations and Bylaws as the Lot Owner. If the renter or guest does not follow the rules, the owner shall be held responsible.

j. Property owners must arrange for proper and prompt payment of dues (monthly assessments) if they rent their lot. See Collection Policy.

k. If renters or guests cause any damage to Greentrees property, it shall be the responsibility of the property owner to pay for such damage.

l. A copy of the Rules and Regulations shall be provided at registration to each renter. The renter shall sign as evidence that they will read and abide by said rules. This shall apply to all renters.

m. All renters are requested to have an emergency information sheet on file in the office and it is their responsibility to keep the information on this sheet up to date.

n. See the Schedule of Fines for violations of any of these Rental Rules and Regulations.

### **23. Schedule of Fines**

a. The purpose of a compliance process and fine schedule is to achieve compliance with the governing documents of the Association and not intended as a source of income for the Association. Many violations are caused by forgetfulness or lack of familiarity with the provisions of the governing documents.

The payment of any and all legal fees and costs incurred by the Association to enforce violations or collect fines shall be the responsibility of the lot owner.

Lot owners are responsible for damage caused to the common area. It is the lot owner's responsibility to inform their tenants and guests of the rules and regulations. The lot owner is responsible for any common area damage caused by their tenants or guests.

**Continuing Violation:** A continuing violation is a violation of an ongoing nature which has not been corrected. The Board may impose a continuing monetary penalty, assessed on a weekly basis, without additional notice or hearing, until the infraction or violation has been remedied.

**Repeat Violation:** A repeat violation occurs when a person violates the same provision of the Association's governing documents more than once and has already been given the appropriate warning and hearing. A repeat violation will result in an immediate assessment of double the fine.

There may be a repeat, continuing violation, in which case fines (which have been doubled) will be assessed on a weekly basis until the violation is corrected.

### **Fine Schedule**

**Noise Disturbance Violation: \$40.00 for first occurrence\***

From Page 11 in the Rules and Regulations: Quiet hours are from 10 PM to 7 AM. Every effort shall be made to avoid disturbing residents with construction noise, loud talking, high radio or television volume and other loud sounds.

b. Contractor's hours are from 7:00 AM-6:00 PM unless emergency repairs are required.

**Greenbelt violation: \$50.00 per week\***

**Parking violation: \$50.00 per week\***

**Sign violation:** \$50.00 per week\*

**Architectural violation:** \$100 per week\*

**ACC application violation:** \$100 per week\*

**Under-age resident:** \$100 per week\*

**Garage sale violation:** \$100 per occurrence

**Short-term home rental violation:** \$100 per occurrence

\*(pro-rated per day)

*The above list is not complete or comprehensive. All other violations not listed or specified above shall result in a fine of \$40.00 per occurrence.*

## **24. Collection Policy**

On the first of each month, Association assessment fees are due. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 1 1/2 % per month or the maximum rate allowed by law.

30 days after the due date a reminder notice shall be sent by the Association informing the owner that they have a past due balance and the interest rate of 1 1/2 %, as stated above, as well as a \$10.00 late fee has been applied to the account.

60 days after the due date a pre-lien letter will be sent by the Association via certified mail giving the lot owner notice that if payment is not received in the next 30 days, the account will be sent to collections.

90 days after the due date, if payment arrangements have not been made, the lot owner will be notified via certified mail that the delinquent account shall be sent to the corporation's legal council, a lien shall be filed against the delinquent property and all costs incurred in collection of the debt, including court costs and legal fees, shall be passed on to the lot owner. In addition, the lot owner will also receive notice of intent to suspend common services in 30 days if the account is not brought current or financial arrangements made.

There will be a \$20 service charge in addition to any applicable bank charges for checks returned for insufficient funds

## **25. Respect and Common Sense**

**a.** The foregoing Rules and Regulations are a compilation of common sense ideas that reflect sensitivity to, and respect for your fellow owners. If the Rules are strictly observed, your use of the facilities will be enhanced and the management will be able to serve you more efficiently.

## **Land Use Rules and Regulations**

### **26. Architectural Control Committee (ACC)**

a. The Architectural Control Committee shall be established by the Board of Directors of the Association (Bylaws 11.1) with the expressed responsibility of enforcing and protecting the design standards and restrictions set forth in the Declaration and Bylaws and to protect the rights of both the individual property owners and the community (Declaration 10.3).

### **27. Enforcement of Covenants**

a. It is known that many covenant violations exist in Greentrees Village, Inc. Some are minor violations and can be easily corrected. Others, however, are major violations and would be expensive to rectify.

b. It is the long-term objective of the ACC to correct all of these violations. Plans to implement these corrections, however, should avoid major financial burden to the lot owners whenever possible. Structural violations shall be corrected when the structures are removed or undergo major renovations. New construction shall not be authorized until violations are corrected or penalties assessed.

c. Sanctions or penalties may be applied to compensate for the violations until they are corrected.

d. If violations are severe and intractable, the Greentrees Village, Inc., Board of Directors may choose to apply Section 9.5 and 9.8 of the Declarations or to litigate.

e. When lots are offered for sale, the owner should check for violations and disclose them to his sales agent, prospective buyers, and the ACC. Once sold the buyer becomes responsible for correcting any violations and reporting the corrections to the ACC.

f. When a lot owner applies for a construction permit, the lot will be inspected for existing violations. If survey stakes are not visible, the ACC may require that the correct stake locations be found and flagged by a qualified surveyor, if clarification of property boundaries is necessary for the ACC to properly evaluate the project outlined in the request.

g. Repair of residential structures and other existing structures is not considered an improvement and may be done without ACC approval provided that said work does not alter the existing structure (for example, no ACC approval is needed for re-roofing a home or replacement of windows).

### **28. Design Restrictions**

#### **Greenbelts**

a. See Table 1 for setback restrictions of greenbelts. Any encroachment into the allotted greenbelt shall be presented to the ACC for consideration and approved by the Board of Directors.

b. Except for variances, greenbelts shall not be used for lot development, storage, fences or lot access other than in an emergency.

- c. Rectangular lots shall maintain greenbelts on the sides and back of properties.
- d. Triangular/corner lots shall maintain two greenbelts, the side next to neighbor and the back of the property.
- e. No structure or landscaping, which is higher than 2-1/2 feet, shall be located within the vision clearance zones at street intersections. Vision clearance zone is a triangular area at an intersection with the legs of the triangle extending 15 feet from the closest corner of the intersection. Common areas at street intersections shall be inspected and trimmed by the maintenance crew of Greentrees Village, Inc.
- f. Any structure, including paving and fences, located within greenbelts shall be removed before any permits will be authorized for any construction on a lot. The removal of major structures may be deferred until the structure is replaced.

### **29. Structure Height Restriction**

- a. The definition of structure height shall be the vertical distance between the base point and the top point as defined as:

Base point: the average finished grade at the front of the structure, the front being defined as the street side of the structure.

Top point: the peak or crest of the upper roof of the structure.

- b. Soil shall not be imported to the lot to elevate the finished grade at the front of the structure without specific approval of the Architectural Control Committee. (See Table 1 for height restrictions allowed without a variance).

### **30. Lot Coverage Restrictions**

- a. See Table 1 for summary of the acceptable building codes as for Greentrees Village. Note the differences from those adopted for the city of Florence.
- b. The maximum width of all driveway/parking area of rectangular lots can be the width of the street side of the property excluding the greenbelts.
- c. The maximum width of all driveway/parking area of triangular/corner lots cannot exceed 36 feet.
- d. No driveway shall be blacktopped or cemented without prior approval of the Architectural Control Committee.
- e. If lot coverage limits are exceeded, appropriate structures or paving shall be removed. Major costly corrections may be deferred until the structures are replaced.
- f. If structures are determined to be across property lines, the adjacent property owners shall negotiate a solution acceptable to both lot owners.
- g. Corner lots may develop driveway access to both streets, which border the lot.

### **31. Fence Restrictions**

- a. The challenge is to control the proliferation of fence-like structures in Greentrees, to create better definitions of restricted fences and to preserve the visual appeal of Greentrees Village, Inc.
- b. All fences require review from the ACC and approval of the board and are not to be placed in the greenbelts.
- c. Fences and walls should not be major features at the front of the lot.
- d. Manicured greenbelts, and not fences or walls, should provide visual privacy screens between lots.
- e. Certain fence-like structures can be submitted for consideration by the ACC, including dog runs, limited enclosures beside or behind the home, certain walls around decks and patios to provide windscreens or privacy, garden trellises, and low backdrops and windscreens for flowers and bushes.

### **32. Lot Maintenance**

- a. The area fronting homes, mobile homes, travel trailers, 5<sup>th</sup> wheels and recreation vehicles shall be maintained in a neat and presentable appearance. Grasses and ground covers shall be kept trimmed. Dead or dying trees, garbage, trash or unused vehicles are not allowed. The Association shall have the right, after giving 30 days notice to the owner to correct the violation, to have the lot maintenance performed. All costs and expenses incurred shall be borne by the lot owner.
- b. Common Property Tree Removal. The Association maintains control for maintenance and development purposes, of a five foot (5') strip of property from the edge of the pavement on each side of the existing roadways unless property pins have been identified and show otherwise (Resolution A-12-02-10). The removal of trees from this five-foot area shall require the permission of the Board of Directors. Any owner or renter who cuts down a tree within this common area with a trunk diameter of six inches or greater without prior approval of the Board of Directors shall be subject to a fine of \$300 for each tree removed.

### **33. New Homes**

- a. Owners who wish to place a new or replacement home on their lot shall be required to have a survey performed and recorded by a qualified survey engineer who places new lot pins to mark the lot's boundaries and provides the ACC with a certified survey of the lot.
- b. When developing a lot, residents are required to obtain a permit from the ACC to remove or deconstruct a home prior to such work beginning. If it is necessary to deconstruct the home, proof of all proper State and County permits, including asbestos removal, shall be provided to the ACC before a permit will be issued.
- c. Special requirements for Greentrees Village Inc. Delivery and placement of New Homes.



The ACC shall review all proposed construction plans to ensure compliance with all requirements of Greentrees Village Inc., Declaration, Bylaws and Rules and Regulations. All construction plans expire six months after approval. If construction is not completed, the lot owner may request an extension. Any changes to approved construction must be reviewed and approved by the Architectural Control Committee.

Lot owners and Contractors, by submission of their signed application and construction plans agree to abide by the following conditions of the Architectural Control Committee:

- The Association Maintenance Department shall receive 24 hours notice prior to bringing in new homes.
- Homes shall be delivered Monday through Friday between 8:00 AM to 3:00 PM and must be accompanied to the home site by a Greentrees Representative.
- New Homes Shall be delivered in such a manner as to limit disruption of traffic. No trucks or trailers shall be parked on the street overnight.
- Double wide homes shall be brought in one at a time to alleviate street congestions. There is no area in Greentrees that can accommodate storage of the second half while the first half is being placed. Temporary parking is available off Highway 126.
- Greentrees Maintenance shall be notified approximately thirty minutes in advance to allow staff to raise and secure the gate in the open position (if applicable).
- Damage to roads, greenbelts, etc. due to delivery and site work is the responsibility of the lot owner and shall be corrected promptly. Failure to repair the damaged area in a timely manner will result in the Association making the repair and assessing the owner for the costs. Only vehicles with rubber tracks are allowed on pavement during setup.
- Prior to any digging or excavating work call the cable locating service , all cable and utility lines shall be properly located and identified.
- Owner/Contractors are to keep the lot construction site as neat as possible, street are to be cleaned daily during construction.
- No advertising signs are allowed on the construction site.
- Construction work hours shall begin no earlier than 7:00 AM, and end no later than 6:00 PM.
- Sand must be stabilized during construction. Blowing sand shall be controlled by fencing, mulching, or other methods that have been approved by the ACC.
- Portable restroom facilities must be provided on the construction site as long as no other services are available on the jobsite, Failure to provide this service will result in the Association providing this service and the expense will be deducted from the refundable fee.

Pursuant to Association Bylaws ARTICLE V, Paragraph 5.9.5, the Association requires a \*fee of \$-TBD----, be received from the lot owner at time of the ACC approval. The fee payment shall be

in the form of cash, check or credit card. A refund to the lot owner will be issued as long as all the conditions of this resolution and attachments are met.

\*Fee (TBD) is subject to vendor availability at time of service and will be confirmed and inserted by the ACC at time of approval.

### **34. Other**

For reasons of safety and appearance, Canvas Carports are not allowed on lots on Greentrees property.

### **35. Required Steps for Lot Development**

- a.** Obtain a Lot Development Packet from Office.
- b.** Prepare a current plot plan of the property, which shows to scale the location of all structures and coverings (sealed driveways and parking areas, sidewalks, etc.). Confirm square footage percentage of lot coverage.
- c.** Indicate proposed changes with reference to the CC&R's, and Rules and Regulations, adopted by Greentrees Village, Inc.
- d.** Complete and sign the *Request for Approval of Lot Development Project* form.
- e.** Submit all above to the Greentrees Office to be forwarded to the ACC to be acted upon at the next regularly scheduled ACC meeting.
- f.** Lot Owners and/or their contractor should meet with the ACC prior to receiving a Greentrees permit.
- g.** If there are questions about interpretation of the Rules and Regulations, please contact the ACC for clarification.
- h.** Once approval of the ACC has been obtained, you can request a building permit from the City of Florence if one is required for the proposed project. A copy of the city permit shall be provided to the ACC.
- i.** Once a city permit has been obtained, owners will be issued a Greentrees Building Permit that shall be posted along with any required city permits in an area that shall be visible from the street. The purpose of this permit is to provide visual confirmation to your neighbors that you have complied with the Rules and Regulations of Greentrees Village, Inc., by having your project reviewed and approved by the ACC.
- j.** Upon completion of the proposed project, notify the Architectural Control Committee for final site inspection and closure of the Greentrees Permit process. Any deficiencies and or violations found of Greentrees Rules and Regulations will be recorded and reported to the Board of Directors for consideration of any further appropriate action.

**Table 1 Building Codes Setbacks**

<b>Code</b>	<b>City of Florence</b>	<b>Greentrees</b>
<b>Lot Coverage</b>		
<b>Enclosed</b>	<b>35%</b>	<b>35%</b>
<b>Total</b>	<b>65%</b>	<b>65%</b>
<b>Building Height</b>		
<b>Home</b>	<b>28 ft</b>	<b>28 ft</b>
<b>Other</b>	<b>15 ft</b>	<b>20 ft</b>
<b>Front Setback</b>		
<b>Home</b>	<b>20 ft</b>	<b>5 ft</b>
<b>Garage/Carport</b>	<b>20 ft</b>	<b>3 ft</b>
<b>Other</b>	<b>20 ft</b>	<b>20 ft</b>
<b>Side Setback</b>		Greentrees greenbelt note*
<b>Home</b>	<b>5 ft</b>	<b>5 ft</b>
<b>Other</b>	<b>5 ft</b>	<b>5 ft</b>
<b>Rear Setback</b>		
<b>Home</b>	<b>10 ft</b>	<b>5 ft</b>
<b>Other</b>	<b>5 ft</b>	<b>5 ft</b>

Driveway Widths: Reference Rules and Regulations paragraph 29-b, c & d

\* Side and rear setbacks are to be used as greenbelts of vegetation only, and are to be used as a natural visual screen barrier between lots.