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

**REVISION HISTORY**

Revision	Changes	Status/Date
0.0	Original document	Approved 5/9/2011
0.4	Last approved version of the document	Amended 1/10/2023
1.0	Major rewrite of document.	Approved 7/11/2023
1.1	Changes to Fees and Deposits Schedule: <ul style="list-style-type: none"> <li>• Add Merchant Credit Card Fees of 2.5% + \$5 Convenience Fee for over-the-phone charges</li> <li>• Change Transfer Fee from \$200 to \$1000</li> <li>• Change Rental Application Fee from \$25 to \$100</li> </ul>	Approved 7/11/2023
1.2	Change dues grace period from 30 to 25 days, effective March 1, 2024.	Approved 10/10/2023
1.3	Replace monthly contractor codes with contractor PINs	Approved 12/12/2023
1.4	Amended rules: <ul style="list-style-type: none"> <li>• Amended rule 2 Renters</li> <li>• Amended rule 3 RV Occupancy</li> <li>• Amended rule 15 Harassment</li> <li>• Amended rule 22 Signs and decorations</li> <li>• Added new rule 4 Caregivers (subsequent rules renumbered to accommodate new rule)</li> </ul>	Approved 6/28/2024
1.5	<ul style="list-style-type: none"> <li>• Amended Issue of Concern Reporting and Process Flow chart</li> <li>• Amended Violation Processes (Verification and First Offense ) flow chart</li> <li>• Added new rule 17 Alcohol use (subsequent rules renumbered to accommodate new rule)</li> <li>• Amended rules:               <ul style="list-style-type: none"> <li>• Amended rule 58 Board of Directors Violation Hearings</li> <li>• Amended rule 55 Issue Reporting</li> <li>• Amended rule 20 Parking</li> </ul> </li> </ul>	Approved 7/26/2024  Approved 8/21/2024
1.6	<ul style="list-style-type: none"> <li>• Revise Rule 5 HOA Dues and Special Assessments, item f</li> </ul>	Approved 2/18/2025
1.7	<ul style="list-style-type: none"> <li>• Amend Fees and Deposit Schedule, Dues and Administrative Fees, Merchant Credit/Debit card fees</li> </ul>	Approved 8/19/2025
1.8	<ul style="list-style-type: none"> <li>• Revised Rule 15 Nuisance</li> </ul>	Approved 2/17/2026

Major revisions are numbered by incrementing the number in front of the decimal (1.0, 2.0). Minor revisions are numbered by incrementing the number following the decimal (1.1, 1.2). The number of versions noted in this document will not exceed 10 before the oldest revisions are removed.

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## **OVERVIEW**

The initial Rules and Regulations for Greentrees Village, Inc. were approved by the Greentrees Village Board of Directors at the Board Meeting held on May 9, 2011 and last amended on January 10, 2023. A major rewrite of the Rules and Regulations document was approved by the Board of Directors on July 11, 2023. The most current Rules and Regulations are available at the Greentrees Village, Inc. Office and on the website (<https://www.greentreesvillage.com/documents>).

This document may not encompass every potential rule. Temporary rules may also be required at times by the Board of Directors or may be necessary due to circumstances beyond Greentrees Village, Inc. control (federal, state, or local mandates). Residents and guests must comply with all signs and posted instructions in common areas.

## **PURPOSE**

The mission of the Association of Lot Owners of Greentrees Village, Inc. and Board of Directors is to enhance the investment value of its members by preserving, improving, and protecting Association assets and maintaining an attractive and safe community.

As residents and members of this Association, we share a common interest in ensuring our community is safe and well maintained. These rules and regulations acknowledge that common interest and serve two purposes:

1. To protect the community's common interest for the safety and the maintenance of property values while providing as much autonomy as possible to residents to live on and enjoy their property. For example, gate access restrictions and speed limits are established for safety, and standards for maintenance of the community's greenbelts and lots are set to maintain property values.
2. To provide structure to our collective use of common areas. For example, the Rules and Regulations identify how the Recreation Hall, Pools, and RV Park can be used in such a way that they accommodate the entire community.

## **AUTHORITY**

The Oregon Planned Community Act (OPCA), along with the Greentrees Village, Inc. Conditions, Covenants and Restrictions (CC&Rs) and Bylaws, provide the Board of Directors the authority to establish the Greentrees Village, Inc. Rules and Regulations.

These Rules and Regulations are subordinate to the Association CC&Rs and Bylaws. In the event there is a conflict between the CC&Rs or the Bylaws and these Rules and Regulations, the CC&Rs and/or the Bylaws shall control.

## RESPONSIBILITY

It is the Board of Directors' responsibility to establish, amend, promote and, if needed, enforce these Rules and Regulations. It is the responsibility of all residents to be aware of and ensure that their guests adhere to these Rules and Regulations.

If violations of these Rules or Regulations occur and enforcement is needed, a transparent [violation resolution process](#) is available to all owners. Many enforcement actions have been delegated to the GTV Manager and the ACC or Property Committee at the discretion of the BOD and as detailed in this document; however, the BOD remains the final authority in the event of any dispute over violations or enforcement of these Rules and Regulations.

## AMENDMENTS

These Rules and Regulations may be amended by the Greentrees Village, Inc. Board of Directors either by a majority vote or via a resolution passed by a majority vote. Technical corrections to this document may be made periodically to fix broken links, if necessary. Refer to the [Revision History](#) for a complete list of the amendments to this document. Resolutions are maintained in the Greentrees Village, Inc. Book of Resolutions.

When the Rules and Regulations are amended, details of that amendment will be posted in the next Greentrees Village, Inc. newsletter. The entire amended document will be available on the website (<https://www.greentreesvillage.com/documents>) and at the Greentrees Village, Inc. Office by the 1st day of the month following the effective date of the resolution or approval of the amendment.

## RULES DEFINITIONS

- Greentrees Village is referred herein as "GTV."
- Association of Lot Owners of Greentrees Village, Inc. is referred herein as "GTV HOA."
- Greentrees Village, Inc. Board of Directors is referred herein as "BOD."
- Greentrees Village, Inc. Architecture Control Committee is referred herein as "ACC."
- This Greentrees Village, Inc. Rules and Regulations document is referred herein as "GTV Rules."
- The Greentrees Village, Inc. Fine Schedule is an attachment that may be updated periodically and is referred to herein as "GTV Fine Schedule."
- The Greentrees Village, Inc. Fees and Deposits Schedule is an attachment that may be updated periodically and is referred to herein as "GTV Fees and Deposits Schedule."
- Greentrees Village, Inc. Conditions, Covenants and Restrictions is referred herein as "CC&Rs" or "Declaration".
- Greentrees Village, Inc. Bylaws is referred herein as "Bylaws."
- The combined group of owners and renters are referred herein as "Residents."

## OCCUPANCY

### 1. Owner HUD Occupancy Requirements

- a. In order to qualify for the U.S. Department of Housing and Urban Development (HUD) exemption, the housing community/facility must satisfy each of the following requirements:
  - i. At least 80 percent of the occupied units must be occupied by at least one person 55 years of age or older per unit.
  - ii. The owner or management of the housing facility/community must publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years or older.
  - iii. The facility/community must comply with rules issued by the Secretary for verification of occupancy through reliable surveys and affidavits. HUD requires the community to survey its records every two years to ensure compliance. For more information, see [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_housing\\_act\\_housing\\_older\\_persons](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_housing_older_persons).
- b. For the purpose of maintaining HUD compliance with Housing for persons over 55, each resident in GTV must register with the GTV Office within thirty (30) days of taking residence or ownership of their lot. Additionally, guests (family members, house/pet sitters, live-in caregivers) who reside with an established resident for a period of more than thirty (30) days continuously must register in the GTV Office as occupants of the lot. It is the responsibility of the lot owner to inform their tenants and guests of this requirement.
- c. Owners and residents must comply with requests from the BOD for information requested to meet HUD requirements.
- d. Individuals under age 18 may visit members living within the community up to a total of thirteen (13) weeks per calendar year. No lot shall be occupied on a permanent basis by any individual under age 18, unless waived by the BOD.
- e. Understanding who is occupying each property is extremely important for maintaining HUD compliance and the security of the community. Failure of the owner to register all individuals who occupy a lot will result in a notice of violation. The owner shall receive a warning letter to comply before fines are levied per the [GTV Fines Schedule](#).

### 2. Rental Properties

- a. To cover GTV administrative costs, an HOA processing fee, per the [GTV Fees and Deposits Schedule](#), will be assessed to owners of homes and lots used for rental purposes. This fee is required to be paid each time an owner rents their property to a new tenant and is due prior to the renter taking occupancy.
- b. No house or lot may be rented for a period of less than thirty (30) days. Any owner found in

violation of the 30-day minimum rental shall be subject to a fine, per occurrence, according to the [GTV Fines Schedule](#).

- c. All rental units shall adhere to the Florence “Single Family Housing District” zoning code. Only a single family shall occupy a rental property.
- d. No dwelling unit or RV lot shall be sublet. There may be only one residence on each lot. Any owner found in violation of subletting shall be subject to a fine, per occurrence, according to the [GTV Fines Schedule](#).
- e. All owners, or their agents, shall insure that when a renter takes occupancy of the property that they register at the GTV Office within fourteen (14) days. A copy of the GTV Rules shall be provided at registration to each renter. The renter shall sign as evidence that they will read and abide by said rules.
- f. All renters shall complete a Renter’s Registration packet in the GTV Office and show proof that one or more occupants who shall reside in the residence is 55 or older. The Renter’s Registration Packet includes: HUD Age Certification, Emergency Information Sheet, Form to purchase gate access devices, and Occupancy Form. The Renter’s Registration Packet must be completed within thirty days of occupancy.
- g. It shall be the owner’s responsibility to notify the GTV Office when a renter / lessee vacates the unit.
- h. Renters shall be held to the same requirements as owners for registration and occupancy of an under-18 resident. If the renter fails to comply with these rules, the owner will be fined, per the [GTV Fines Schedule](#).
- i. Property owners are responsible for the proper and prompt payment of dues (monthly assessments) if they rent their lot. See [HOA Dues and Special Assessments](#).
- j. If a renter or guest does not follow the rules, the owner shall be held responsible. If a renter or guest causes damage to GTV property, it shall be the responsibility of the property owner to pay for such damage.

### **3. RV Occupation**

- a. No recreational vehicle may be occupied overnight while parked in any common area, with the exception of RV park rentals, without explicit permission of the GTV Manager.
- b. No recreational vehicle parked on owner property may be occupied on a permanent basis unless the recreational vehicle is the primary dwelling on the property.
- c. Guests visiting a resident overnight may utilize a recreational vehicle as temporary living space for a maximum of three weeks continuous, and no more than six weeks in any calendar year, and only if the property has an appropriate parking space.

- d. The Owner / resident must notify the Office of RV occupation and register occupants as guests. The Office will calendar the expiration date for follow-up.
- e. Owners in violation of the RV Occupation rules shall be subject to fines per the [GTV Fine Schedule](#).

#### **4. Caregivers**

- a. Caregivers are defined as someone who provides care for a person residing in Greentrees Village who is unable to fully care for themselves. Their duties may vary based on the needs of the resident. Caregivers may be family members, or hired staff.
- b. When employing a caregiver, the resident shall ensure that the caregiver registers at the GTV Office within fourteen (14) days. A copy of the GTV Rules and Regulations shall be provided at registration to each employed caregiver. The employed caregiver shall sign as evidence that they will read and abide by said rules.
- c. All employed caregivers shall complete a Caregiver's Registration Packet in the GTV Office which includes an Emergency Information sheet and an Occupancy Form. Employed caregivers must present their driver's license as ID, their vehicle license plate and hours in attendance.
- d. It shall be the resident's responsibility to notify the GTV Office when an employed caregiver vacates the unit.
- e. Employed caregivers shall be held to the same requirements as owners for registration and occupancy of an under-18 resident. If the caregiver fails to comply with these rules, the owner will be fined, per the [GTV Fines Schedule](#).
- f. If an employed caregiver does not follow the rules, the owner/ resident shall be held responsible. If an employed caregiver causes damage to GTV property, it shall be the responsibility of the property owner to pay for such damage.

### **ASSESSMENTS AND SERVICES**

#### **5. HOA Dues and Special Assessments**

- a. GTV mails an annual dues statement to each lot approximately thirty (30) days prior to the start of a new calendar year. Monthly statements and reminders are not sent to owners.
- b. Dues are payable on the first of each month and are considered delinquent if they have not been paid within twenty-five (25)<sup>1</sup> days of the due date. For the owner's convenience, dues may be paid in advance (monthly, quarterly, annually).

<sup>1</sup> The grace period modification from thirty (30) to twenty-five (25) days is effective as of March 1<sup>st</sup>, 2024.

- c. For any past-due accounts:
  - i. Interest (assessed from the due date) and late charges, based on the [GTV Fees and Deposits Schedule](#), may be assessed for any past-due amount.
  - ii. If the account is more than sixty (60) days past-due and payment arrangements have not been made, access to services and amenities for the lot may be suspended.
  - iii. The owner may submit a written request for a hearing of the BOD, or to create a payment plan, within 30 days of an HOA request for payment letter.
- d. Thirty (30) days after the due date an HOA Payment Reminder Letter shall be sent to the lot owner. The letter requests immediate payment of the past-due amount.
- e. Sixty (60) days after the due date a pre-lien letter shall be sent by the HOA via certified mail giving the lot owner notice that if payment is not received in the next 30 days, the account may be sent to collections and a lien may be placed on their property. Interest and fees shall continue to accrue to the account.
- f. Ninety (90) days after the due date, the delinquent account shall be sent to the HOA's legal counsel, a lien shall be filed against the property and all costs incurred in collection of the debt, including court costs and legal fees, shall be passed on to the lot owner. Interest and fees shall continue to accrue to the account.
- g. There will be a service charge, based on the most recent [GTV Fees and Deposits Schedule](#), for any checks, credit card, or other payment methods returned for insufficient funds.
- h. Special assessment payments will follow the same timeline and procedures as dues payments, unless changed by the BOD at the time the special assessment is made.
- i. Pursuant to Oregon law, the HOA shall provide, within 10 business days of receipt of a written request from an owner, a written statement detailing the balance of unpaid assessments due from the owner at the time the request was received, including regular and special assessments, fines, fees, and interest.

## **6. Employee Relations**

- a. GTV employs personnel who are responsible for managing the HOA's operations and property. All employees are under the direction of the Manager, who reports to the BOD.
- b. The Manager, working under the direction of the BOD, conducts all day-to-day GTV HOA business in compliance with all laws, rules, regulations, and policies affecting the community.
- c. During working hours staff shall not be diverted to the employment of any owner.
- d. Issues of concern regarding employees shall be made through the Manager.
- e. Copies of documents may be obtained from the GTV Office, see the [GTV Fees and Deposits Schedule](#) for associated charges.

## 7. Gate System Access

- a. Owners and renters are assigned unique Personal Identification Numbers (PIN)s when they register. PINs may be shared with friends and family whom they wish to give access to the gates on an ongoing or permanent basis. Personal PINs shall not be published, given to contractors, or given to temporary care providers (less than 30 days). Owners shall not give their PINs to renters. If owners or renters give their PIN to someone and then later want to deny them access, the GTV Office will issue them a new PIN number at no charge.
- b. Owners and renters are entitled to obtain, with a deposit, smart cards, key fobs, and vehicle gate transponders. These devices provide access to the gate, GTV Clubhouse, and GTV Office. Please refer to the current [GTV Fees and Deposits Schedule](#) for the associated deposits of each access device.
- c. Commercial businesses or vendors may apply for a permanent PIN, and obtain, with a deposit, devices to provide access to the community and to the Clubhouse during GTV Office hours. Applicants must be approved by the Manager. Please refer to the current [GTV Fees and Deposits Schedule](#) for the associated deposits for commercial access devices. No device granting after-hours access to the Clubhouse and GTV Office shall be issued to non-residents.
- d. Owners or renters may request a personal contractor PIN to provide access for service providers and contractors. At no time shall an owner or renter publish or post any PIN in a public place. Please refer to the current [GTV Fine Schedule](#) for fines associated with publishing or posting a PIN or violating any aspect of the Gate System Access policy.
- e. Deposits for access devices will be refunded if the device is returned to the GTV Office in good working order and is not defaced such that it cannot be reissued to another resident.
- f. Upon sale of property in GTV, or renter move-out, all access devices will be deactivated and must be returned to the GTV Office, or the deposits shall be forfeited.
- g. Any access device(s) reported lost or stolen will be deactivated and the deposit shall be forfeited.
- h. When residents break an entrance gate, they may be charged the cost of repairing the gate based on the most recent [GTV Fine Schedule](#). If a resident breaks a gate, please report it to the GTV Office or maintenance as soon as possible so it may be repaired.

## 8. Trash Collection

- a. Trash collection is contracted through the GTV HOA and paid for as part of your monthly dues. Each Lot is provided receptacles for refuse and recyclable material by the trash collection company.
- b. Trash must be contained in the provided receptacles and shall not be placed curbside prior to Monday morning.
- c. Trash not set out for collection must be stored in a way that is animal proof.

- d. Dumpsters located in GTV common areas are under video surveillance. They are for resident use only and are exclusively for the disposal of yard debris. The dumpsters are not for the disposal of garbage, trash, concrete, furniture or other debris.
  - i. 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.
  - ii. Branches should be no more than three inches in diameter and cut into lengths of three feet or less.
  - iii. Residents are not to stack debris above the top edge of the dumpsters.
  - iv. Paid contractors, landscapers, and handymen are not permitted the use of the dumpsters and should haul their refuse off property.
  - v. Because improper usage of the common dumpsters may result in the removal of dumpsters that are provided as a courtesy by the trash collection service, failure to comply with these rules will result in the owner being fined, based on the [GTV Fine Schedule](#).
- e. The dumpster located next to the Maintenance building is for the exclusive use of the Maintenance Department.
- f. Because allowing wildlife access to trash poses a threat to both wildlife and residents, failure of residents to comply with the rules regarding trash storage will result in the owner being fined, based on the [GTV Fine Schedule](#). If GTV staff must clean up trash strewn on the ground due to improper storage, the owner may also be charged for staff time, at the discretion of the Manager.

## **9. Water Conservation**

- a. The cost of water is shared by all owners through the HOA dues. Owners need to make a reasonable effort to conserve water.

## **10. Website**

- a. The GTV website includes a password-protected page for owners. Owners may not give out their password to anyone, including renters or guests staying in their home. The documents contained on password-protected pages are considered confidential and may not be shared with non-owners.

## **11. Mailboxes**

- a. The Maintenance Department maintains the mailboxes and the pedestals on which the mailboxes are mounted and will replace any mailboxes that are in a state of disrepair at no cost.
- b. Mailboxes are available for purchase through the Maintenance Department (see the [GTV Fees and Deposits Schedule](#)), or residents may purchase their own custom mailbox if it fits into the space on the pedestal provided for their lot. The Maintenance Department will install the

purchased mailbox at no charge. 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.

## **HEALTH AND SAFETY**

### **12. Health and Safety Restrictions**

- a. No dangerous or unlawful substance is allowed in the GTV facilities.
- b. No firearms or exposed knives are permitted in the GTV facilities.
- c. No BB guns, pellet guns, or firearms shall be fired in GTV. Archery is not allowed.
- d. No fireworks or explosive devices are permitted in GTV.
- e. No open fires are permitted in GTV. Devices designed for outdoor cooking (barbecue grills, smokers) or to contain fires (fireplaces, firepits) are permitted but must not be left unattended. Devices shall be maintained in good condition and engineered in such a way to prevent sparks. Fire-extinguishing equipment shall be readily available.

### **13. Smoking**

- a. No smoking or vaping is permitted inside any GTV facility or GTV-owned vehicle.

### **14. Quiet Hours**

- a. Quiet hours are from 10pm to 7am. Every effort shall be made to avoid disturbing residents with construction noise, loud talking, high radio or television volume and other loud sounds during these hours.
- b. Contractor's hours are from 7:00am to 6:00pm unless emergency repairs are required, or a variance has been granted by the Manager.

### **15. Nuisance**

- a. No resident, guest, or invitee may create, permit, or maintain any condition or activity on a Lot or upon the Common Areas that is noxious, offensive, unreasonably disturbing, or a nuisance to others.

A nuisance includes, but is not limited to:

- i. Excessive noise that disrupts others, such as loud televisions, music, shouting, or barking dogs that continue for extended periods, especially during quiet hours.
- ii. Odors or fumes that disrupt others, such as strong chemical smells, or other vapors.
- iii. Unsightly or hazardous conditions visible from roads or lots that unreasonably detract from

the appearance or safety of the community, including accumulation of items that attract pests, create hazards, or significantly detract from neighborhood appearance.

- iv. Conduct that produces an unreasonable impact on neighboring Lots, Units, or Common Areas on a frequent or repeated basis.
- b. These examples are not exhaustive, but describe what is commonly understood to present a nuisance to the peaceful enjoyment of a residential community.
- c. Whether a nuisance exists will be determined through the IOC process based on the specific facts and circumstances of each scenario, applying a standard of reasonableness.

## **16. Harassment**

- a. At GTV we strive to nurture a community environment. We share common spaces and amenities, and we govern ourselves. In accordance with ORS 166.065 and the HUD Fair Housing Act, harassment of employees, community members, their families, or their guests, is contrary to the community environment we seek to achieve and shall not be tolerated in any form. Harassing behavior can include, but is not limited to:
  - i. Offensive or violent physical contact
  - ii. Public, telephonic, electronic, or written threats of personal injury or property damage
  - iii. Publicly insulting by abusive words or gestures in a manner intended and likely to provoke a violent response
  - iv. Conveying a false report, known by the conveyor to be false, concerning death or serious physical injury to a person
- b. If any GTV resident or employee should experience any harassment from an employee, another GTV resident or guest, they are strongly encouraged to document the event on an Issue of Concern form and promptly bring it to the attention of the Facilities Manager, Office Manager, or any Board member.
- c. Retribution for the reporting of harassment will not be tolerated and repeated harassment offenses will be addressed by the BOD.
- b. Residents should treat office and maintenance employees with respect. If a resident attempts to harass or intimidate an employee, the resident will be asked to leave the office or site.

## **17. Alcohol Use**

- a. Alcohol can be consumed at Greentrees events, but the Homeowner's Association cannot distribute nor sell alcohol at events. Any accident or damage is the responsibility of the person providing the alcohol, not Greentrees Village.

- b. Alcohol can be awarded as door prizes at events, but the winners cannot consume the winnings at that event.
- c. Residents may bring their own (BYOB) alcohol to events for consumption at the event. The resident may share with others at the event.
- d. The resident who provides alcohol is responsible for ensuring that their guests and those they share it with behave appropriately.

**PETS & ANIMALS**

**18. Pets**

- a. GTV residents must comply with Florence City Animal Control Codes ([https://www.ci.florence.or.us/sites/default/files/fileattachments/mayor\\_and\\_council/page/573/chapter\\_6\\_-\\_animal\\_control.pdf](https://www.ci.florence.or.us/sites/default/files/fileattachments/mayor_and_council/page/573/chapter_6_-_animal_control.pdf)).
- b. No pets, except Americans with Disabilities Act (ADA)-certified service animals, are allowed in any of the GTV buildings.
- c. Dogs are required to be leashed or in a confined area such as a fenced yard when out of the home.
- d. Pets shall not disturb the public peace, for example, dogs shall not bark, cry, or whine continuously. Residents who are disturbed by unreasonable or continuous barking are urged to first contact the pet’s owner and, if unsuccessful, complete an Issue of Concern.
- e. Residents and guests shall clean up after their pets.
- f. Any incident of a pet causing harm to a resident, guest or other pet shall be directed to Florence Police Department.
- g. Residents may not breed or raise pets for commercial sale on any lot in GTV.
- h. Violators of these rules are subject to fines, per the [GTV Fine Schedule](#).

**19. Wild Animals**

- a. GTV Residents shall comply with Florence City Codes for wild animals. As such, feeding wild animals, including birds (except for bird feeders) is illegal in the city of Florence.
- b. No livestock, poultry, or wild animals of any kind shall be raised, bred, or kept on any lot in GTV.

**PARKING & TRAFFIC**

**20. Parking**

- a. Each lot shall provide a minimum of two parking spaces.
- b. No vehicle shall be allowed to park overnight either completely or partially on the roadway.

- c. No vehicle shall be parked overnight in common areas surrounding the Recreation Hall and Clubhouse without Manager approval.
- d. Greenbelts and lot areas that are not specifically designated as driveways or parking spaces shall not be used for the permanent storage of trailers, boats, recreational vehicles, or the parking of automobiles.
- e. No unserviceable and/or unlicensed trailer or motor vehicle of any kind shall be parked for more than thirty (30) days on any property within GTV unless it is covered or enclosed within a building or garage.
- f. The property owner shall be held responsible for any violations of overnight parking rules and is subject to overnight parking fines, based on the current [GTV Fines Schedule](#). If vehicles are improperly parked in a greenbelt or if unserviceable or unlicensed vehicles are improperly stored, the property owner shall be given thirty (30) days to remove (or enclose) the vehicle. Failure to comply will result in fines, per the [GTV fine schedule](#) and may result in the vehicle being towed at the owner's expense (in addition to the administrative cost to GTV for this action).
- g. Commercial and delivery vehicles are allowed to park on the street as long as they do not block the street and use cones, if they have them, to alert drivers to their presence.

## **21. Traffic And Speed Limits**

- a. Drivers in GTV must obey all Oregon traffic laws. The maximum speed allowed in all areas of GTV for cars, bicycles, e-bikes, scooters, golf carts, and any motorized or non-motorized modes of transportation, is 10 miles per hour.

## **22. Motorcycles**

- a. For the purpose of controlling noise levels in GTV, motorcycles shall not exceed the noise emissions of the original equipment. Motorcycle owners shall respect GTV quiet hours.
- b. Lot owners are responsible for their guests following the motorcycle rules.

## **23. Bicycles**

- a. Persons riding bicycles or e-bikes on the GTV property shall follow the same rules and traffic regulations as motorized vehicles.

## **SIGNS & SOLICITATION**

### **24. Signs and Decorations**

- a. Signs are defined as items made of metal, plastic, wood, fabric or other materials that are used to

display a sentiment or communicate a message. These include what is commonly referred to as decorative garden flags. This does NOT apply to the flags of the United States, flags of other countries, military flags or sports team flags.

- b. Signs must be no larger than 2' x 3' in size. If multiple signs are placed in the yard, the cumulative total signage must not exceed 2' x 3' (6 square feet) in combined total area.
- c. Signs must not be of a commercial, advertising, religious, or political nature or contain profanity. Home for Sale or Lot for Sale signs must conform with section g below.
- d. Security signs and decals, as provided by a security company, are permitted.
- e. For emergency response purposes, each lot number must be clearly identifiable from the street.
- f. Holiday decorations can be displayed no more than 45 days prior to the holiday and may remain up no more than 30 days after the holiday. Holiday lighting must be turned off during GTV quiet hours (10 PM to 7 AM)
- g. "Home for Sale" or "Lot for Sale" signs must be purchased from the GTV Office so that all signs are uniform. Only one such sign is permitted per lot and signs must be maintained in good condition. Information boxes, if used, must be clear, white, or dark green and must be placed in close proximity or attached to the 'For Sale" sign.
- h. Posting of an unapproved sign will result in the owner being fined, based on the GTV Fine Schedule.

## **25. Garage Sales / Estate Sales**

- a. Because we are a gated community, garage sales (yard sales, rummage sales) are restricted to GTV community-sponsored events. During these events, the property gates will be open and the public invited to attend. Temporary parking will be permitted. Residents must follow the rules specified for the individual event.
- b. Aside from the community-sponsored events, no other garage sales which are open to the general public are allowed.
- c. Estate Sales shall be conducted only with prior written approval of the Manager. The GTV Estate Sale Rules and Requirements may be obtained in the GTV office.
- d. Violators of these rules are subject to fines, per the [GTV Fine Schedule](#).

## **26. No Solicitation**

- a. No door-to-door solicitation is allowed, except as needed by or concerning the GTV HOA.
- b. Any group or organization wishing to solicit or collect signatures for an issue that does not directly concern the operation of GTV may display their petition in the Clubhouse with the approval of the BOD.

## AMENITIES AND FACILITIES

### 27. Amenities

- a. The facilities, and the equipment in the facilities, are available for the use and enjoyment of all GTV residents and are subject to compliance with specific facility requirements.
- b. To maintain these amenities in good condition, the hours of use, maintenance schedules, and budgets are set based on anticipated use including normal wear and tear. Rules for the use of these amenities are subject to change.
- c. Residents and guests who violate rules or exhibit behavior that poses any threat to the health, safety, or security of individuals in the Clubhouse, Pool area, or Recreation Hall may be expelled immediately from those areas with the aid of law enforcement (if necessary).
- d. Harassment of individuals within GTV facilities shall not be permitted. Those who engage in repetitive harassing behavior may have their access to GTV amenities restricted.
- e. Use of the GTV amenities is under the control of the BOD. The BOD may impose immediate or on-going access restrictions to and use of the GTV amenities in the event a resident fails to follow the GTV Rules. Restrictions shall remain in place until such time as violations of the GTV Rules are rectified. After imposing immediate or before proposing on-going restrictions written notice shall be provided to any resident. The resident then has ten (10) business days to submit a written request for a hearing before the BOD.
- f. Residents and their guests using any facilities shall clean up all areas used and restore any furniture to its proper place.

### 28. Scheduling of Facilities

- a. If scheduling of facilities is required, scheduling, and any associated fees and deposits must be coordinated through the GTV Office. Scheduled events must be hosted by a GTV resident.
- b. There will be no fee for the use of the facilities if fifty-one (51)% or more of the attendees are GTV residents. For events that are not attended by fifty-one (51)% or more GTV residents, there will be a fee for the use of the facility. See [GTV Fees and Deposits Schedule](#). If the facility was reserved as a GTV resident event and the actual event had fewer than fifty-one (51)% GTV residents, the host shall be charged the standard rental fee for the event and will forfeit their deposit.
- c. A deposit is required for all private Recreation Hall rentals. The fee and a required deposit are specified in the [GTV Fees and Deposits Schedule](#). Deposits and fees for the facility must be paid at the time the reservation is confirmed. The deposit shall be returned within thirty (30) days if the facility is left in a clean and undamaged condition. Facility deposits are not required for GTV clubs or HOA events.

- d. The host is responsible for the facilities being left in a clean and undamaged condition. The host shall be financially responsible for any damages done to the property or if excess cleaning is required following their event.
- e. The regularly scheduled use of GTV facilities for GTV business matters shall have first priority (such as meetings of the Membership, BOD, Committees, GTV planned activities and events, etc.).
- f. For events where non-residents are invited, the host is responsible for admitting guests through the GTV entry gate.
- g. GTV does not support or endorse any religious or political organization and discourages the use of its facilities for such purposes.

## **29. Recreation Hall Use and Reservations**

- a. The use of the GTV Recreation Hall is primarily for owners of the HOA. Renters at GTV may apply for use of the Hall with the approval of the lot owner. The lot owner will be responsible for any damages to the property by the renter and their guests.
- b. Use of the GTV Recreation Hall for an exclusive event is subject to the [Scheduling of Facilities](#) requirements and the approval by the Manager.
- c. Residents shall agree to the following guidelines to reserve the Recreation Hall:
  - i. A resident shall host the Recreation Hall event and shall submit a reservation form to the GTV Office at least four (4) business days prior to their event.
  - ii. All non-residents 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.
  - iii. Use of the Pool Tables during exclusive events is at the discretion of the event host and is subject to the rules for [Recreation Hall Snooker and Pool Table Use](#).
  - iv. Only table decorations are allowed. No tape, staples, or thumbtacks on the walls.
  - v. Maximum occupancy in the Recreation Hall for private events is one hundred fifty (150) people.
  - vi. The coffee machines may be used, but the host is responsible for leaving the machine in a clean condition after use. The host shall supply their own coffee, cups, and supplies.
  - vii. Tables and chairs are available for use and shall be put back in their normal position after the event.
  - viii. Use of the Hall may not extend past 8:00pm unless approved by the Manager.

### **30. Kitchen Use and Reservations**

- a. Kitchen use is by reservation only. Use of the kitchen is subject to the [Scheduling of Facilities](#) requirements and the approval by the Manager.
- b. The kitchen is equipped with a commercial grade range/flat top grill/oven. Usage of this specific equipment requires instruction or presence of a qualified kitchen monitor.
- c. Use of the kitchen requires that a resident is in attendance who:
  - i. Is familiar with the requested equipment and its proper use.
  - ii. Is responsible that food items belonging to other groups is not used.
  - iii. Shall ensure that the kitchen and any equipment used are thoroughly cleaned.
  - iv. Shall ensure all equipment is shut off and the kitchen is locked upon departure.

### **31. Multipurpose Room Use and Reservations**

- a. The Multipurpose Room is located at the rear of the Recreation Hall. Scheduling of smaller events should use this room when possible, leaving the Recreation Hall available for larger groups.
- b. Use of the Multipurpose Room for an exclusive event is subject to the [Scheduling of Facilities](#) requirements and the approval by the Manager.
- c. The large screen TV located in the Multipurpose Room is available for use by residents when there are no scheduled events in the room. Use of the TV shall not impose on or interfere with other scheduled events in the Recreation Hall (for example watching a movie while a BOD meeting is being held). The TV shall not be used to view illicit or adult content.

### **32. Recreation Hall Snooker and Pool Tables**

- a. The snooker and Pool Tables in the Recreation Hall are always available to residents, when the facility is open, except during scheduled Recreation Hall events.
- b. No one under 18 years of age may use the Snooker or Pool Tables.
- c. Residents shall accompany their guests when using Snooker or Pool Tables.
- d. Players must brush the felt and replace the table's cover after use.

### **33. North Patio Room**

- a. The North Patio Room adjacent to the library (also known as the Ping Pong Room) is available to all ages. This room may not be reserved for private events.
- b. For Swimming Pool safety reasons, children using this room must be supervised by adults when the Family Pool is open.

- c. Passageways through this room shall be left open.
- d. The use of the Pool Table by children under 14 years of age requires adult supervision.

#### **34. Conference Room Use and Scheduling**

- a. The Conference Room adjacent to the library may be reserved by residents for small events at no charge with the approval of the Manager.

#### **35. Coffee Room**

- a. The Coffee Room is open daily to all GTV residents and guests at least 18 years of age. An exception can be made by the Manager for a planned GTV event at which children are to be permitted.
- b. The Coffee Room may not be reserved for private events.
- c. The computer in the coffee Room is for the use of residents only. It may not be used by guests unless accompanied by a resident.
- d. The TV in the Coffee Room is available for use by residents. Use of the TV shall not impose on or interfere with other GTV events in the Coffee Room.
- e. Neither the TV nor the computer shall be used to view illicit or adult content.

#### **36. Library / Lounge Area**

- a. The Library/Lounge is open daily to all GTV residents.
- b. The Library/Lounge may not be reserved for private events.

#### **37. Bulletin Boards**

- a. Each bulletin board in the Clubhouse and Recreation Hall includes a sign explaining posts that are allowed by residents. Any posts not following these requirements will be removed and discarded.
- b. Commercial postings (including business cards) require Manager approval and placement of an advertisement in the newsletter.
- c. GTV does not support or endorse any religious or political organization and, therefore, neither political nor religious postings are permitted on the bulletin boards.

#### **38. Exercise Room**

- a. Residents and guests must be over 18 years of age to use the Exercise Room.
- b. Use of the equipment is at your own risk.
- c. Residents and guests are requested to notify the Manager of any broken equipment and to wipe down the equipment and turn the TV off when leaving the room.

### **39. Swimming Pool, Spa, and Sauna**

- a. Adult Pool, Family Pool & spa hours are posted on the entrances to these areas and are subject to change. The Adult Pool is closed the 2nd Wednesday each month when maintenance is being conducted. The Pools and/or Spa may be closed without prior notification for health, safety, or maintenances reasons.
- b. Residents and guests must be 18 years of age to use the Adult Pool, Spa, and Sauna.
- c. Residents and guests younger than 18 years of age are limited to the use of the Family Pool.
- d. No lifeguard is on duty. Use of the Pool, Spa, and Sauna is at your own risk.
- e. All non-swimmers and children under 18 years of age shall be accompanied by a responsible adult when using the Family Pool.
- f. All residents and guests, before using these facilities, are required to sign the register at the entrance of the dressing rooms. All guests shall have an access device furnished to them by a GTV resident.
- g. Local guests of GTV residents not staying in GTV or a local motel are limited to six (6) visits per year in the Adult Pool, Spa, or Family Pool.
- h. No food, alcoholic beverages, or glass containers are allowed in the Spa, Sauna, or Pool areas.
- i. No pets, excluding service animals, are allowed in the Spa or Pool areas. No animals are allowed in the water.
- j. All persons are required to take a cleansing shower before entering the Pools or Spa.
- k. Children who are not potty trained shall wear a waterproof swim diaper or plastic pants with tight fitting legs and waist over a cloth diaper in the Family Pool. Regular diapers will not be accepted.
- l. No person suffering from a communicable disease transmissible by water or under the influence of an intoxicating liquor or drug shall use the Pool.
- m. Swimsuits only, no street clothes are allowed in the pools.
- n. No person shall run or engage in horseplay in or around the Pools or Spa.

### **40. Tennis Courts, Horseshoes, and Bocce Ball**

- a. Tennis Courts, Horseshoe Pit, and Bocce Ball Courts are available for use by all GTV residents and guests during regular Clubhouse hours.
- b. Any GTV-provided equipment shall be returned to its normal position after use.
- c. No skateboards, roller skates, or bicycles are allowed on the Courts.

- d. Glass containers are not permitted on the Courts.

#### **41. Maintenance Shop**

- a. The GTV Maintenance Shop is open to residents from 8am to 2:30pm Monday through Friday, or as posted on the Shop entrance door.
- b. For safety reasons, two people must be present at all times when using Shop equipment. One of those people must be a qualified Shop monitor.

#### **42. RV Park Rules**

- a. Everyone using the GTV RV Park shall be a resident, or guest of a GTV resident, and shall be provided GTV access by that resident.
- b. Guests shall register with the Camp Host and pay the necessary fee at time of arrival. The current park rates are available in the GTV Office and on [www.greentreesvillage.com](http://www.greentreesvillage.com).
- c. The resident host is responsible for their guest's unpaid fees and any damage they may cause.
- d. RV Park guests shall follow the RV Park rules provided to them by the Camp Host. The Camp Host shall have the authority to evict guests who do not follow park or GTV Rules.
- e. The maximum initial length of stay in the park is fourteen (14) days. A stay may be extended by the Camp Host one week at a time if openings are available.

### **LAND USE RULES AND REGULATIONS**

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

- a. The ACC is established by the BOD of the HOA (Bylaws Article X) 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 (CC&Rs 10.3).
- b. The powers of the ACC are limited to the enforcement of the [LAND USE RULES AND REGULATIONS](#) and to making recommendations to the Manager or BOD for issuance of violations, the assessment of fines, and granting of variances.

#### **44. Existing Structural and Covenant Violations**

- a. It is known that many covenant violations currently exist in GTV. Existing violations of the Land Use Rules and Regulations completed prior to 07/11/2023 will be allowed to remain in place; however, any future structural modifications or lot improvements may require the current violation(s) to be corrected before ACC approval will be granted.

- b. Structural violations shall be corrected when the structures are removed or undergo major renovations.
- c. New construction shall not be authorized until violations are corrected.

#### **45. Lot Development Rules**

- a. Owners who add structures or improvements to their lot shall be required to identify physical lot boundaries pursuant to a past or present certified survey. Owners may submit a request to the BOD for a waiver of this requirement.
- b. The required steps for lot development are contained in the [ACC Lot Development Packet](#). Prior to the start of any project, the Request for Approval of Lot Development form must be completed, signed, and submitted to the Manager.
- c. ACC or BOD approval, and the required City of Florence building permits (if any), are required prior to starting improvements to any structure or the surrounding lot, excluding improvements to the original primary dwelling that do not alter the existing dimensions. All permits shall be displayed so that they are visible from the street prior to start and until construction is complete.
- d. Any driveway improvements require prior approval of the ACC.
- e. Repair or modification of a residential structure may be done without ACC approval provided that said work does not alter the exterior dimensions of the existing structure (for example, no ACC approval is needed for re-roofing a home or replacement of windows).
- f. Any lot or structural improvement that was started after 07/11/2023 without prior ACC approval and is in violation of any covenants or building codes shall be subject to modification or removal at the owner's expense. If violations are severe and intractable, the GTV BOD may choose to apply Section 9.5 and 9.8 of the CC&Rs, or to litigate.
- g. If any lot or structural improvements are started prior to requesting and receiving ACC approval a fine may be assessed based on the most recent [GTV Fines Schedule](#). Fines may continue to be assessed until ACC approval is received.
- h. No structure or landscaping, which is higher than 2-1/2 feet, shall be located within the vision clearance zones at street intersections. The 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.
- i. For safety reasons (for example, high winds), canvas carports are not allowed.
- j. If, when developing a lot, it is necessary to remove an existing mobile or manufactured home, the home shall be moved off the property whenever possible and not deconstructed on the 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.

#### **46. Lot Coverage Restrictions**

- a. All lot development is subject to the setbacks defined in [Table 1: GTV Lot Coverage and Setbacks](#).
- b. No lot development shall encroach on the greenbelts.
- c. If lot coverage limits are exceeded, non-compliant structures or paving shall be removed.

#### **47. Structure Height Restrictions**

- a. All lot development is subject to the structure height restrictions specified in [Table 1: GTV Lot Coverage and Setbacks](#).

#### **48. Fence Restrictions**

- a. Greenbelts, and not fences or walls, should provide visual privacy screens between lots.
- b. 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.
- c. All fences require review from the ACC and approval of the BOD and shall not be placed in the greenbelts. For security reasons, chain link fences may be permitted at the GTV-perimeter properties, with ACC approval.
- d. Fences and privacy walls shall not be placed at the front of the lot.

#### **49. Greenbelts**

- a. Greenbelts, per CC&Rs 10.4.1, are a primary design feature which make GTV unique. Greenbelts provide a natural privacy screen between neighboring lots and required storm drainage. Preservation of our greenbelts not only provides a visually pleasing esthetic to our lots, but they also maintain the naturalistic look of GTV, support wildlife, and serve as natural wind breaks.
- b. The GTV ACC enforces greenbelts within required setbacks for any new development and regulates the redevelopment of existing greenbelts. Issues with established or legacy greenbelts between adjacent properties that fall outside guidelines listed below must be negotiated between the associated property owners.
- c. Guidelines are provided below to characterize a common greenbelt between the majority of lots. Legacy greenbelts may be non-traditional due to natural variations in land patterns and lot

sizing, or they may be non-existent. Consult the ACC if you have questions or concerns regarding your greenbelt.

- i. Greenbelts serve as a required, undeveloped, setback from the property line, as specified in [Table 1: GTV Lot Coverage and Setbacks](#).
- ii. Greenbelts shall not be used for lot development, storage, fences, parking, or lot access.
- iii. Greenbelts should be maintained at all property lines that border other HOA member properties. Rectangular lots should have greenbelts at the sides and rear, triangular lots, or corner lots, should have greenbelts at two sides.
- iv. Greenbelts should be maintained for privacy and consist of native or naturalized, non-invasive plants. Evergreen varieties are preferred to provide a year-round privacy screen.
- v. Planting of trees that will grow more than thirty (30) feet high in closely-spaced greenbelts is strongly discouraged.
- vi. Greenbelts should be cooperatively and collaboratively maintained by owners and neighbors so that they do not pose a hazard to neighboring properties. Removal of dead trees and brush is highly recommended and encouraged.

## 50. Common Areas

- a. Common areas are owned by GTV and controlled by the BOD. Common areas are defined as any part of the GTV property that is not privately-owned. Many of the common areas are developed or contain structures, such as the Clubhouse, Recreation Hall, the RV Park, and all roadways. There are also undeveloped common areas adjacent to private lots that are designated native common areas or margins between the GTV access roads and lot property lines that serve as utility and ingress/egress rights-of-way.
- b. No buildings or structures may be built within or encroach on a common area, except by authorization of the BOD. For example, community benches and doggie stations reside within common areas.
- c. Removal of trees from or clearing of any common area is prohibited, except by permission of the Property Committee, as delegated by the BOD, and is a fineable offense, per the [GTV Fines Schedule](#). Consult the Property Committee if you have questions.
- d. While the common area between lots and roadways falls under GTV maintenance and enforcement, these areas may be maintained by the adjacent property owner as an extension of greenbelts or landscaping with the following guideline:
  - i. Common areas provide access for utilities and may be disturbed to install or repair utilities, to repair roadways, or to provide sufficient visibility at intersections. Although every effort will be made to not disturb landscaping extended into these areas, plants and foliage residing within a common area may be subject to removal, with or without notice, if

required for utility or community maintenance.

- ii. Common areas at street intersections may be inspected and trimmed by the GTV Maintenance crew to ensure visibility.

### **51. Lot Maintenance and Appearance**

- a. It is in the best interest of all residents for lots to be maintained in good repair and condition, and in a manner that will not create a fire hazard, become a nuisance, or cause an unreasonable disturbance or annoyance to other residents. For example, the area fronting homes, mobile homes, travel trailers, 5th wheels and recreational vehicles shall be maintained in a neat and presentable appearance. Landscaping shall be kept trimmed.
- b. Any debris, including unserviceable vehicles, which is visible to other residents either from the street or an adjacent property is not permitted. View of any clotheslines should be concealed from the street.
- c. Use of tarps as a part of a permanent structure is not allowed. Tarps may be used on a permanent structure during repair or construction for up ninety (90) days, or up to for six (6) months, as approved by the ACC.
- d. Violations of the lot maintenance and appearance rules are subject to fines per the [GTV Fines Schedule](#). The HOA shall have the right to remove debris or have lot maintenance performed, if necessary, after providing thirty (30) day notice to the owner to correct any violation(s). All costs and expenses incurred shall be the responsibility of lot owner.

### **52. Home and Lot Sales**

- a. When lots are offered for sale, the owner shall check with the ACC for any violations of GTV CC&Rs, Bylaws, and [LAND USE RULES AND REGULATIONS](#) and disclose them to his or her sales agent and prospective buyers. In the event that the ACC requires lot boundaries to be identified, the owner shall provide such identification pursuant to a certified survey.

### **53. New Homes**

- a. Owners who wish to place a new or replacement home on their lot shall provide the ACC with a certified survey of the lot.
- b. Owners are required to obtain a permit from the ACC to remove or deconstruct a home prior to such work beginning. See [Lot Development Rules \(Item j\)](#).
- c. Owners wishing to place a new home on a GTV lot must abide by and sign the Special requirements for Greentrees Village Inc. Delivery and Placement for New Homes in the [ACC Lot Development Packet](#).
- d. Prior to the start of any project, the Request for Approval of Lot Development form in the [ACC](#)

[Lot Development Packet](#) must be completed, signed, and submitted to the Manager.

- e. Failure to request and receive ACC approval prior to removing or deconstructing a home, or prior to starting lot development in preparation of placing a new home is subject to Lot Development fines per the [GTV Fines Schedule](#).

**Table 1: GTV Lot Coverage and Setbacks**

Code	City of Florence	Greentrees
<b>Lot Coverage</b>		
Enclosed	50%	50%
Total	75%	75%
<b>Building Height**</b>		
Home	28 ft	28 ft
Other	15 ft	20 ft
<b>Front Setback</b>		
Home	20 ft	5 ft
Garage/Carport	20 ft	3 ft
Other	20 ft	20 ft
<b>Side Setback</b>		Greentrees note*
Home	5 ft	5 ft
Other	5 ft	5 ft
<b>Rear Setback</b>		
Home	10 ft	5 ft
Other	5 ft	5 ft

\* 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.

\*\* The definition of Building Height is the vertical distance between the base point and the top point as defined below:

- Base point: The average finished grade at the front (street side) of the structure.
- Top point: The peak or crest of the upper roof of the structure.

## **ISSUE REPORTING, ENFORCEMENT AND VIOLATIONS**

### **54. Enforcement**

- a. The GTV Rules must be enforced to protect the safety and well-being of residents, and to protect the property values of every lot within GTV.
- b. When enforcing rules, the enforcing authority (the BOD, Manager, or ACC), will make every effort to work with all parties to achieve a workable outcome.
- c. If the situation warrants, GTV may request that law enforcement intervene in an issue or violation.

### **55. Issue Reporting**

- a. If a resident or guest observes an issue that represents a safety risk, contact the appropriate local authorities.
- b. If a resident experiences an emergency maintenance issue, contact the Manager.
- c. For issues that do not require immediate attention, any resident or GTV employee may report an Issue of Concern or potential violation of these rules by filling out an Issue of Concern Form and dropping it in the marked slot next to the GTV Office or completing the Issue of Concern form online on the Greentrees Village website.
- d. The Manager shall provide written acknowledgement of any Issue of Concern Form, by email or mail, and shall follow up with the reporter to inform them of the resolution of the reported issue. For reference, see the Issue of Concern Process Flow and the Issue of Concern Form.
- e. If a resident has a personal issue or grievance with another resident that is not a violation of the GTV Rules, it is not a matter for the Manager or the BOD.
- f. Any IOC referred to any committee or other entity for review MUST have the name of the reporting resident redacted to protect the privacy of the reporting resident.

### **56. Violation Reporting**

- a. The GTV CC&Rs, Bylaws, and GTV Rules apply to every GTV resident (owner and renter).
- b. A violation refers to intentional or unintentional noncompliance with the GTV CC&Rs, Bylaws, or GTV Rules.
- c. A violation is reported to the Manager via an Issue of Concern Form.
- d. It is the responsibility of the Manager to confirm that any reported violation is an actual violation of the GTV CC&Rs, Bylaws, or GTV Rules and follow-up accordingly.

### **57. Violation Processing**

- a. The violation process is described below and is documented in the Violation Process Flow and

the Notice of Violation.

- i. A Notice of Violation is sent to the owner of the violation. This notice will include a tracking number, information regarding the offense, the law(s) or rule(s) that were violated, a compliance date, suggestions on how to solve the problem, the right to a hearing, and monetary fines, when appropriate. A copy of the violation will be placed in the owner's file. In the case of a first-time violation, the owner may be issued a warning, see the [GTV Fines Schedule](#).
- ii. The owner has until the deadline noted on the Notice of Violation form to request a hearing with the BOD, see BOD Violation Hearings. The deadline date must allow a minimum of ten (10) business days and a maximum of twenty (20) business days from Notice of Violation date for the owner to request a hearing.
- iii. The owner has until the compliance deadline on the Notice of Violation to resolve the violation. The compliance deadline cannot be more than sixty (60) calendar days from the date of the Notice of Violation.
- iv. It is the responsibility of the Manager to confirm the violation has been corrected.
- v. As a result of non-payment of fines and non-compliance within the timeline indicated on the Notice of Violation, additional enforcement actions may apply including, but not limited to:
  1. Additional fines
  2. Administrative costs, legal fees, interest, and debt collection
  3. Suspension of common area services, privileges, and rights to amenities
- vi. If the owner has not resolved the violation and paid all resulting fines in their entirety after ninety (90) days, notification may be sent via certified mail stating that continued non-compliance and failure to pay the fines will result in a lien against the owner's property and possibly further legal action. Non-compliance longer than one hundred and twenty (120) days may result in a lien being placed on the property.

## **58. BOD Violation Hearings**

- a. All requests for hearing must be submitted to the Office in writing.
- b. The BOD will schedule a hearing if requested by the owner by the deadline stated in the Notice of Violation.
- c. If the owner fails to request a hearing by the deadline stated in the Notice of Violation the right to a hearing is forfeited.
- d. If the owner fails to resolve the reported violation, fines will continue to accrue based on the GTV Fine Schedule during the hearing process. The BOD will review all previously assessed fines as part of the final judgement.
- e. The date and location of the hearing will be scheduled, and notification sent to the owner,

within ten (10) business days of the written hearing request.

- f. A quorum based on the current number of BOD members need be present to hold a hearing.
- g. The owner should be prepared to demonstrate why they have not violated the rule in question and why such fine(s) should not be levied. The owner has the right to bring any witness or documentation providing pertinent information. The BOD shall not be bound by formal rules of evidence but may receive and consider any evidence it deems reliable.
- h. If an owner fails to appear for a hearing, the right to a hearing will have been met.
- i. Within two (2) business days of the hearing, the BOD shall provide to the owner written notification of the decision, or a date when the decision will be provided. The BOD's decision is final and not subject to review by any court, except as otherwise provided by law.
- j. Through the hearing process, the BOD retains full authority to resolve violations and has the final authority regarding the enforcement action of any reported violation.

**GREENTREES VILLAGE, INC.**  
**Fees and Deposits Schedule**

**Transfer Fees:**

- One-time administrative fee for new owners - \$1,000

**Dues Administrative Fees (See [HOA Dues and Special Assessments](#)):**

- Late fee (Resolution A-10-01-17) - \$25
- Returned payment - \$35
- Interest rate for delinquent accounts (Resolution A-10-01-17) - 18% APR, or the maximum allowable by law
- Certified letter service charge - \$25
- Administrative charge/service charge (unless otherwise indicated) - \$35
- Merchant credit/debit card fees – prevailing rate charged
  - Convenience Fee for credit/debit card charges over the phone - \$5

**Rental Fees (See [Rental Properties](#)):**

- Administrative fee for new rentals - \$100/rental application

**Access Device Deposits (See [Gate System Access](#)):**

- All deposits are refundable if the device is returned in a reusable state.

Device Description	Access Type	Deposit (Resident)	Max Units	Deposit (Commercial)
Key Fob	Gate and Clubhouse	\$6	4	Not Available
Entry Badge/Card	Gate and Clubhouse (Commercial, Gate only)	\$5	6	\$20
Transponder	Gate Only	\$30	4	\$40

**Facility Rental Fees (See [Scheduling of Facilities](#)):**

- Resident-only event rental is established by 51% of the attendees being GTV residents.

Facility Being Rented	Resident-Only Event Rental	Non-Resident Event Rental	Deposit
Recreation Hall (without kitchen)	No Charge	\$150	\$100
Recreation Hall (with kitchen)	No Charge	\$200	\$150
Activities/Multipurpose Room	No Charge	\$25	N/A
North Patio Room	N/A*	N/A*	N/A*
Conference Room	No Charge	N/A*	N/A*
Coffee Room	N/A*	N/A*	N/A*
Library/Lounge Area	N/A*	N/A*	N/A*

\*Facilities marked with “N/A” are unavailable for rental or reservation.

**Mailbox Fees (See [Mailboxes](#)):**

- Standard plastic mailbox for purchase - \$25, if applicable.
- Installation – no cost

**Document Copies (See [Employee Relations](#)):**

- GTV documents for residents
  - No cost for initial copy or replacement copies
  - Additional copies may be subject to a copy fee of \$.10/page
  - Written requests for copies of GTV documents shall be provided within 10 business days
  - Documents are available at no cost from the website at:  
<https://www.greentreesvillage.com/documents>
- GTV documents for BOD and Committee members
  - No cost
- Other document copies
  - Black and white - \$.10/page
  - Color - \$.50/page
- Faxes
  - Outgoing - \$1.00 first page, \$0.50/each for each additional page
  - Incoming - \$0.50

## **GREENTREES VILLAGE, INC.**

### **Fine Schedule**

The purpose of a compliance process and fine schedule is to achieve compliance with the governing documents of the HOA. Many violations are caused by forgetfulness or lack of familiarity with the provisions of the governing documents; therefore, in many instances a notification and/or warning is provided prior to assessing a fine.

The payment of all legal fees and costs, including administrative staff time, incurred by the HOA to enforce a rule or to collect fines shall be the responsibility of the property owner.

Violations fall into three categories, as noted below, and dictate how fines are assessed.

- **Warning:** An initial (or first time) violation of a GTV Rule. A warning is issued to provide an opportunity for the violation to be corrected prior to issuing a fine.
- **Repeat Violation:** A repeat violation occurs when a resident violates the same provision of the GTV Rules. A repeat violation may result in an immediate assessment of double the fine(s).
- **On-Going Violation:** An on-going violation is an identified violation of an on-going nature. A monetary penalty is assessed on an on-going basis, without additional notice or hearing, until the infraction or violation has been remedied.

#### **FINES BY VIOLATION TYPE**

##### **Owner HUD Occupancy Requirements**

- Failure to register as a new owner, new resident, under-18 resident, long-term guest, or renter, and failure to comply with requests for information regarding HUD compliance.
  - After thirty (30) calendar Days – Warning letter
  - Fourteen (14) calendar days after Warning letter – \$100, then on-going fines of \$100/week

##### **Rental Properties**

- Failure to notify of Rental Occupancy
  - After thirty (30) calendar Days – Warning letter
  - Fourteen (14) calendar days after Warning letter - \$100, then on-going fines of \$100/week
- Rental of less than thirty (30) Days - \$500
- Subletting of residence or RV - \$500

##### **RV Occupation**

- Occupying an RV parked in a common area without the Manager's permission
  - First occurrence – Warning letter or notice posted on the vehicle
  - After first occurrence, \$100, then on-going fines of \$100/day
- Long-term occupation of RV on a lot that is not a primary dwelling
  - After thirty (30) calendar Days – Warning letter

- Fourteen (14) calendar days after Warning letter – \$100, then on-going fines of \$100/week

### Gate System Access

- Publishing a PIN in a public place
  - First occurrence – Warning letter
  - After first occurrence - \$50
- Breaking an entrance gate
  - First occurrence (if reported) – No charge
  - After first occurrence (if reported) - \$25
  - Failure to report – \$50 (no waiver for first occurrence)

### Nuisance

- Violation of nuisance rules or quiet hours
  - First occurrence – Warning letter
  - After first occurrence - \$50

### Trash Collection

- Improper usage of the community dumpsters - \$50
- Improper trash storage
  - First occurrence – Warning letter
  - After first occurrence - \$50
  - Staff time to clean up improperly stored trash, if appropriate

### Pets

- Pets unleashed or creating a nuisance, owner failing to clean up after pets
  - First occurrence – Warning letter
  - After first occurrence - \$50

### Signs and Decorations

- Posting of unapproved sign
  - First occurrence – Warning letter
  - After thirty (30) calendar days - \$50, then on-going fines of \$50/week

### Garage Sales / Estate Sales

- Conducting an unapproved garage, estate, or moving sale - \$100

### Parking and Traffic

- Overnight parking violation, per vehicle
  - First occurrence – Warning letter
  - After twenty-four (24) hours - \$50, then on-going fines of \$50/day
  - If vehicle is towed, property owner is responsible for any administrative charges
- Vehicles parked in a greenbelt or improperly stored unserviceable vehicles
  - Vehicles parked > thirty (30) calendar days – Warning letter
  - Fourteen (14) days after Warning letter – \$50, then on-going fines of \$50/week

### Lot Development Rules

- Failure to receive ACC approval prior to starting lot development - \$100, then \$100/week

### Common Areas

- Removal of a tree over 6" in diameter - \$300
- Removal of a tree less than 6" in diameter -\$50

### Lot Maintenance and Appearance

- Violation of Lot Maintenance and Appearance rules
  - After thirty (30) calendar days – Warning letter
  - Fourteen (14) calendar days after Warning letter – \$50
  - Staff time to maintain or cleanup lot, if necessary

### **OTHER FINES**

- The BOD, or the Manager under the direction of the BOD President, reserves the right to assess other fines for violations of GTV Rules not listed in the above GTV Fine Schedule.
- When warranted, the BOD may assess additional or alternate fines for any violations listed in the GTV Fine Schedule.

# **Attachments to Rules and Regulations**

**Issue of Concern Processing Flow**  
**Issue of Concern Form**  
**Violation Reporting Processing Flow**  
**Sample Notice of Violation Letter**  
**Notice of Violation Form**

# Greentrees Village, Inc.

## Issue of Concern Reporting and Processing Flow

Resident or Employee files an Issue of Concern Form MUST be written; can be submitted via website form; NO verbal or phone complaints accepted.

Paper Form is placed in locked "Issues of Concern" box (only accessible by Management)  
OR Website form is emailed to Office Manager and Facilities Manager

Management retrieves paper forms; records paper and emailed forms in the Issue of Concern Log. Issue of Concern is assigned a number based on date and sequential number of complaints logged (YY-MM-DD-#)

Management sends acknowledgment of received Issue of Concern to submitter. Based on method of contact, an email or postcard is sent containing standard acknowledgement and Issue of Concern Form number for reference.  
If IOC is submitted via website, copy is automatically sent to submitter.

Management notes all actions taken, with dates, to resolve Issue of Concern.  
NOTE: This should include all communications, committees contacted (if any), violation letters sent, fines and hearings.

Office Manager sends letter or email notifying submitter, and resident receiving the violation letter, that Issue of Concern is resolved, as well as any pertinent steps taken to resolve.

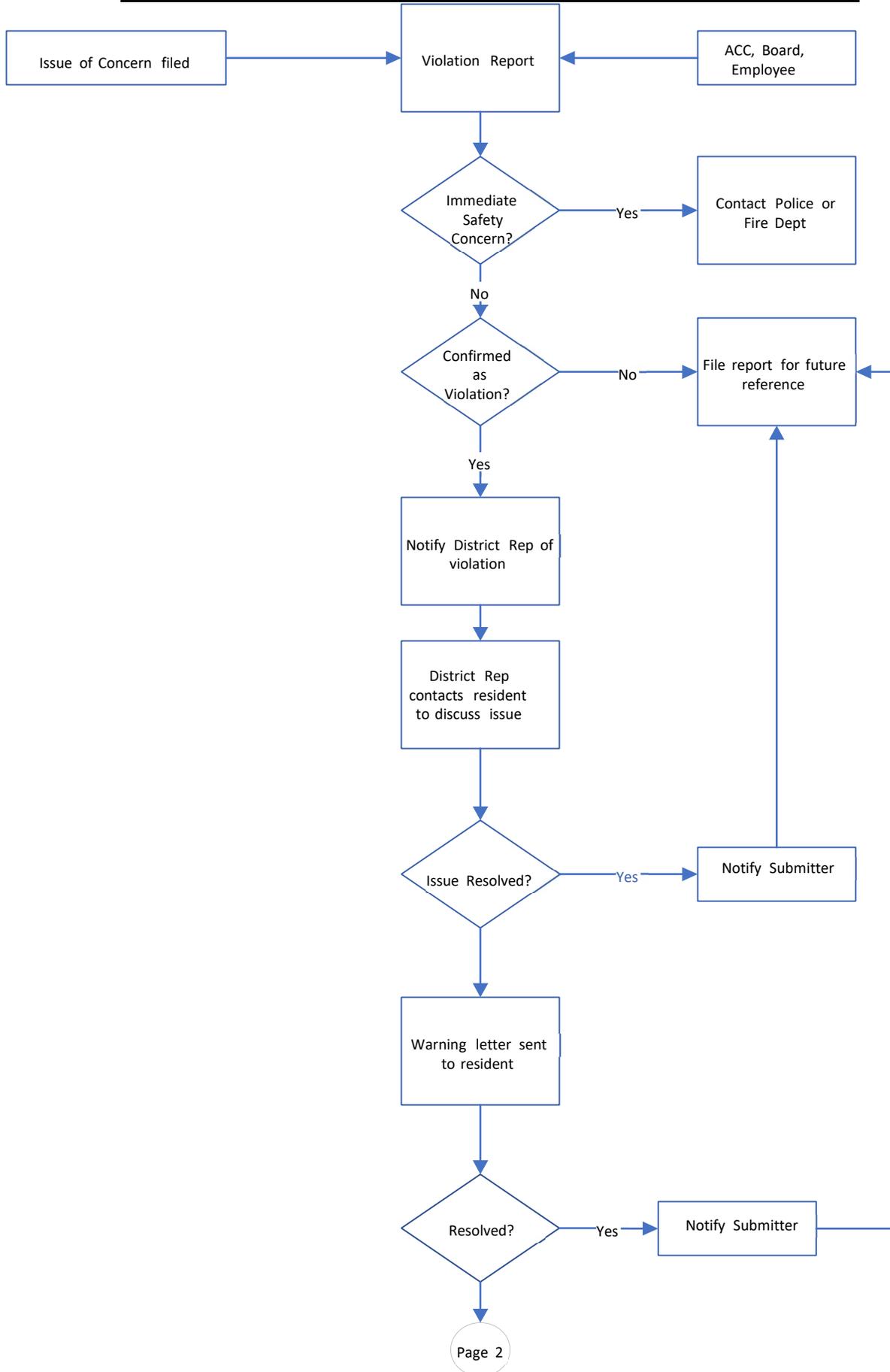
When the complaint is closed, the Office Manager files the original form (or copy of the website emailed form) and supporting documents in the file for the reporting lot, and files a copy of any relevant documents in the file(s) for the lot(s) of concern.



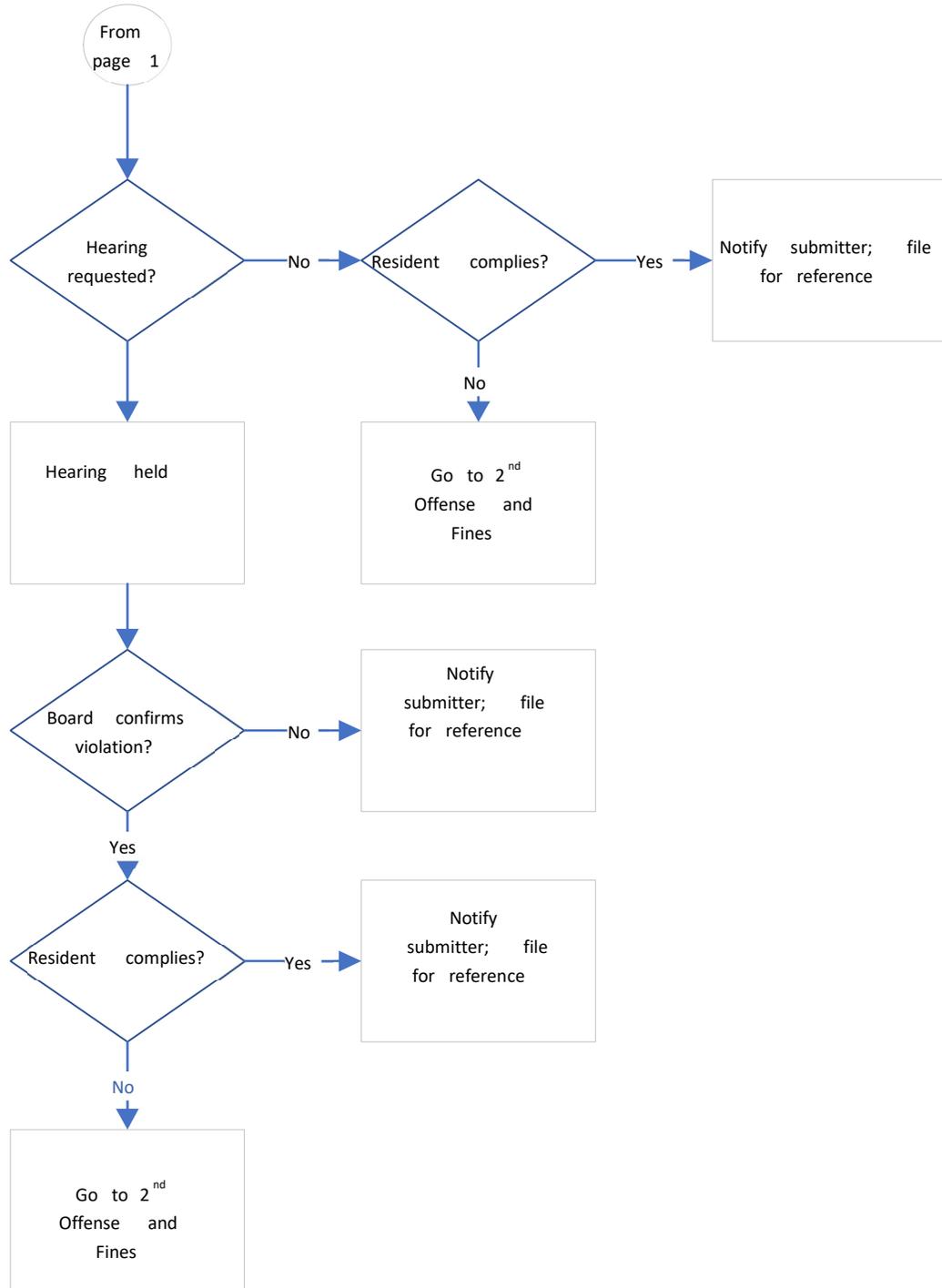


# Greentrees Village, Inc.

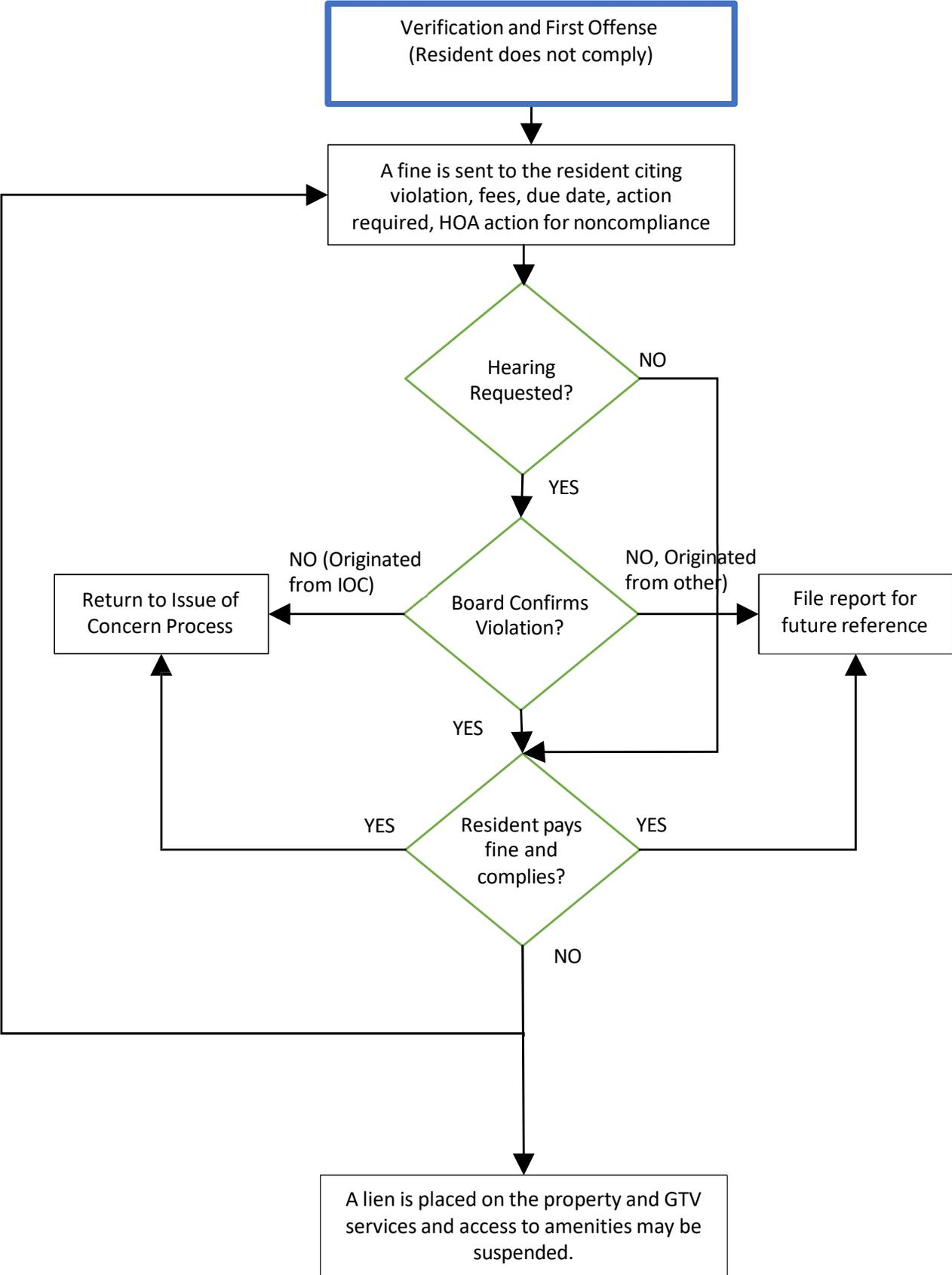
## Violation Processing (Verification and First Offense)



## Violation Processes (Verification and First Offense) – page 2



**Greentrees Village, Inc.**  
**Violation Processing (Second Offense and Fines)**





# *Greentrees Village*



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1600 Rhododendron Dr. #320 Florence, OR 97439 541-997-8674 Fax: 541-997-6018

Name

Address

City, State, Zip

Date

## **NOTICE OF VIOLATION**

Dear Resident:

You are receiving this Notice of Violation because a violation of Greentrees Village CC&Rs, Bylaws, or Rules and Regulations has been reported and verified. The details are included in the attached form. Also attached is a flow chart describing the violation process for your information.

Please be advised that you have a right to a hearing with the Board of Directors if you feel this violation is in error. You must correct the violation, or request a hearing, by the dates indicated on the attached Notice of Violation form to avoid further action.

Best Regards,

Manager Name, Manager

**Greentrees Village, Inc.**  
**NOTICE OF VIOLATION FORM**

Date and Time Reported: \_\_\_\_\_

Location of Occurrence: \_\_\_\_\_

Violators Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Rule or Regulation Violated: \_\_\_\_\_

Violation Description: \_\_\_\_\_

Requested Remedy: \_\_\_\_\_

Owner Responsible: \_\_\_\_\_ Lot#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

**FINE**

Fine Amount: \_\_\_\_\_ Warning:

One Time:  Correction of this violation must be completed on or before: \_\_\_\_\_.

Non-compliance may result in additional fines and/or HOA action.

On-Going:  ( WEEKLY MONTHLY ) Fine amount will be assessed at the indicated interval (weekly or monthly), effective \_\_\_\_\_ until the violation is corrected.

**RIGHT TO A HEARING:** You have a right to a hearing regarding this violation. Advise the Greentrees Village Manager in writing (letter or email to [managergtvhoa@gmail.com](mailto:managergtvhoa@gmail.com)) by \_\_\_\_\_ if a hearing is desired. It is the responsibility of the owner to advise all co-owners of this violation.

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_



