

# GREENBRIAR TOWNHOUSES, INC

1212 Nakomis Dr., N.E.  
Albuquerque, NM 87112  
(505) 292-2555  
(505) 323-5868 fax

## Rules and Regulations

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# Rules and Regulations

The Board of Directors has established the attached Rules and Regulations with guidelines from HUD/FHA, and under provisions of Articles V and VI of the Occupancy Agreement of Greenbriar Townhouses, Co-operative. These Rules and Regulations are considered necessary to ensure the "Right of Peaceable Possession" of all Members.

These Rules and Regulations supersede all previous Rules and Regulations.

The Greenbriar Board of Directors may, at any time, delete, alter, change, or add new regulations to this Agreement, pass additional fines or add additional consequences for violations of these Rules and Regulations and Occupancy Agreement. Members will be given notice of such changes prior to the effective date.

In accordance with Paragraph 3, Article 13 of the Occupancy Agreement: "The Member expressly agrees that there exists under this Occupancy Agreement a Landlord-Tenant relationship governed by the New Mexico Uniform Owner-Resident Relations Act and not an interest in real property." (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

"Management" shall include The Greenbriar Townhouses, Inc, acting through its Board of Directors (the Association) and its duly authorized managers. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

"Family" will include parents, dependent children and grandparents. Any dependent family member 18 years of age is an adult and must apply for residence under the application process. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

Any adult who resides with a member becomes subject to the application process for residency. The application process includes but is not limited to income verification, credit check, criminal background check, residency verification, orientation and approval for residency by the Board of Directors. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

It is the responsibility of all Members not only to abide by these Rules and Regulations but also to assist in their enforcement. These procedures should be followed:

1. Whenever possible, attempt to handle complaints between neighbors personally and peacefully.
2. Complaints that cannot be handled or resolved personally should be reported to the Manager.
3. If the complaint is not resolved satisfactorily by the Manager, a signed letter of complaint should be submitted to the Board of Directors. Complaints are to remain confidential. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)
4. If the complaint remains unresolved, the Board of Directors might elect to submit the complaint to a professional mediation service, at no charge to the Member.
5. Members who violate the Greenbriar Townhouses, Inc. Rules and Regulations, Occupancy Agreement and/or Bylaws may be fined, required to pay court costs and attorney fees, or if necessary subjected to all of the penalties including possible eviction. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

## I. MOVE-IN / MOVE-OUT

1. Members are responsible for having gas and electric placed in their name the day they take ownership. Any new Member who does not have the utilities placed in their name effective the date of ownership, will be charged an automatic \$25.00 fine and will be responsible for any damages to the unit caused by the turn-off (e.g. broken pipes). The Association shall be under no obligation to maintain utilities in its name, to pay for such utilities or to take measures to prevent the utilities from being shut off due to nonpayment by the Member who occupies the unit.
2. All membership, process fees, equity and necessary monthly charges are required to be paid prior to move-in.
3. A move-in inspection by Member will be made during the first seven (7) calendar days of ownership, listing deficiencies. If this list is not submitted to the Manager within seven (7) calendar days, the new Member will be charged for necessary repairs.
4. Draperies and shades will be hung on windows and sliding glass doors within ten (10) calendar days after move-in. Windows and sliding glass doors are not to be covered with foil, cardboard, or other materials other than draperies, shades or other standard window treatments.
5. All locks will be re-keyed by Greenbriar upon change of ownership. If locks are re-keyed or changed by owner during their ownership, duplicate keys should be given to the Manager within three (3) calendar days or there will be a \$25.00 fine.
6. New Member will be given copies of current By-Laws, Rules and Regulations, Occupancy Agreement and Swimming Pool Rules upon purchasing a unit.
7. Decorating of inside of patio such as gardening, flowers, indoor/ outdoor carpet is permitted. Permanent barbecue grills are not allowed- only portable barbecues.
8. Members may not refurbish or alter exterior of their townhouses except for front screen doors, storm doors and windows or planting in areas along their fence. Once screen doors, storm doors or windows are installed they may not be removed.
9. Members may decorate the inside of their townhouse but may not make structural changes (moving walls, cutouts or opening in walls, closing or opening doorways, etc.) You may add vanities in the bathrooms with approval from Management. Caution should be used in decorating your townhouse since you will be required to pay for the repainting and restoration of the walls to The Greenbriar standard color.
10. Members desiring to sell their membership must sign the "Notice of Intent to Vacate and Authorization To Sell Membership" form and the "Move Out, Make-Ready Requirements" form. A thirty (30) day notice is required.
11. When a member is completely moved out, and keys have been turned into the Management Office, a final inspection will be made with the manager and maintenance. Keys must be returned to the Management Office before any inspection or work begins. All units, prior to Memberships being sold, must be returned to the Greenbriar standard or better. The Corporation is responsible for normal wear and tear and basic non-negligent repairs. Depending on the length of time Member occupied the unit, this may include the first coat of paint and basic maintenance. Each unit needs to be professionally cleaned and sanitized just prior to new Member purchasing the membership. This is after any and all repairs and painting issues are addressed and the vacating member has removed all personal belongings. The following is a list of basic cleaning that will be done on the selling Member's behalf and can be paid for out of the sale of the unit:
  - Flooring cleaned
  - Windows, glass doors, tracks and screens cleaned inside and out
  - Entire unit professionally cleaned and sanitized including but not limited to all surface, cabinets, flooring, bathrooms, etc.
12. If the selling unit is not ready for new Member ownership by the specified date, a fine of \$50.00 per calendar day will be assessed against the Member moving out.
13. Utilities are the responsibility of the selling Member until the date of sale. Do not have the utilities disconnected until the new owner takes ownership. Any Member who disconnects utilities before the unit is officially sold will be charged an automatic **\$55.00 fine** and will be responsible for any damages to the unit caused by the turn-off (e.g. broken pipes).

14. The outgoing Member will be charged a processing fee of \$50.00 to be deducted from Membership monies. A new applicant cannot be approved by anyone other than the Board of Directors. All credit checks, application for membership etc. will be done by the Manager.
15. A member who is selling a unit will be given a "Member's Responsibility Withdrawal Notice", and "Preliminary Inspection" information to assist them in bringing their townhouse to satisfactory condition.
16. The Management will refund the outgoing Member any monies within thirty (30) days from the date of ownership.
17. Transfer from one unit to another unit cannot be completed unless the unit being vacated is in good repair (as determined by Management) or a payment adequate to cover necessary repairs is made.
18. Clarification of Rules and Regulations regarding transfers: In order for a current member to transfer from one unit to another, there are five things necessary for a transfer by a current member:
  1. The form "Notice of Intent to Vacate and Authorization to Sell Membership" has to be filled out.
  2. The form "Transfer Request" has to be filled out.
  3. Earnest Money Deposit in the amount of \$500 will be paid at the time the new Purchase Agreement is signed.
  4. The full amount of the purchase price of the new membership less the Earnest Money Deposit must be paid in the form of a cashier's check at the time of closing on the new unit.
  5. All other Move-in/Move-out Rules and Regulations listed above apply to the member Transfer.

Amend: #14 \$55.00-ST 1/16/03

Move-in/Move-out Rule #21 Amended 9/29/2009, Effective 11/1/2009 by the Board of Directors and supersedes all other Rules and Regulations and policies concerning transfers.

Amend: #1 The Association shall be under. . . ; #9 restoration of wall to Greenbriar color; (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 5-12-2009)

Move-in/Move-out Rule #10 amended, #11 amended, Rule #13 stating "Member who is selling is responsible for all maintenance and repair needed to the unit" was deleted, Rule #16 was combined with #10, Rule #17 stating "All keys must be turned in upon leaving or the outgoing Member will be charged for new locks" was deleted and Rule #20 stating "Move-out papers must contain a list of improvements and the charge therefore. Improvements not so declared will not be considered chargeable repairs even if they are of a type which might otherwise be permitted was deleted on 11/24/2009 by the Board of Directors and supersedes all other Rules and Regulations and policies.

### **Alterations and Additions**

- All proposed alterations and additions (and their plans) must be discussed and cleared by management. All changes must reflect Greenbriar's document requirements and must be according to all applicable building codes and inspected by management and/or maintenance. Intent of Addition or Alteration Form must be filled out before and work begins.
- 1. There will be no reimbursement for stairwell closet, landscaping, updated lighting fixtures, fans, upgraded carpeting or under padding, window coverings, sheds or external decks. There will be no reimbursement for vanities, plumbing fixtures, ceramic tile floors or "Pergo" installations. (This includes upgraded floor coverings in kitchens and/ or bathrooms). The above mentioned additions are included, but limited to the items that are non-reimbursable.
- 2. Handicap accessories are allowable by law but must be removed, when the Member leaves, and the unit be returned to it's original state (tiles repaired, etc.) at Members' expense.
- 3. Front storm/ screen doors become part of the property. (See Article 12 – Occupancy Agreement) and item 8- Move-In Move-Out Rules and Regulations.)
- There is no guarantee that the incoming Shareholder will want any personal possessions (i.e. washer, dryer, refrigerator, microwave) and this decision on the part of the incoming member cannot hold up a stock transfer.

## II ROOMMATES/ GUEST

### **Purpose of Rules:**

The purpose of establishing rules covering roommates and long term guest is to protect all parties involved- the Corporation, the Member who has taken in the roommate or guest, and the roommate or guest.

### **Who is a Roommate or Long Term Guest?**

A visitor is currently defined as anyone who is visiting at Greenbriar three days or less. Concurrent with the effective date of the Roommate/Guests Rules, a visitor will be defined as anyone who is visiting at Greenbriar two or less within any three month period. A Roommate or Long Term Guest is defined as anyone other than a Member or the Member's immediate family residing at Greenbriar on a temporary or permanent basis who exceeds the definition of a visitor. The term 'roommate' shall hereinafter be interpreted to include long term guests.

### **Procedure for Registering Roommates:**

Anyone taking in a roommate must bring that person to the Office, preferably before he/she moves in, but definitely within the two-week visitor limitation. The roommate (or responsible adult if the person is a minor) and Member will be required to do the following:

1. Complete an Application for Residency complete with emergency, vehicle and pet information. This information is to include a place for signature giving the Corporation permission to complete the same background check required of people applying for a membership. A charge of \$35.00 will be due for the background check.
2. The Manager will review all Rules and Regulations with the roommate, and the Member will be reminded that he/she is responsible for the actions of their roommate.
3. If approved for residency, the roommate and Member will be required to attend one of the next scheduled Orientations.
4. If the roommate moves out, the Member must notify the Office within five (5) business days.

Roommates already residing at Greenbriar on the effective date of these rules will be required to complete the Application for Residency and attend Orientation, and the background check and fee of **\$35.00 will not be waived.**

### **The Corporation's Right to Refuse a Roommate's Request for Residency:**

The Corporation has the same right to refuse occupancy to a roommate as it has to refuse membership to a prospective Member. Credit is the only criteria applied to prospective members that will not normally be considered in evaluation of a roommate's application for residency.

The Corporation must comply with federal, state and local laws prohibiting discrimination in housing on the basis of race, color, creed or national origin as well as requirements imposed by or pursuant to the Regulations of Department of Housing and Urban Development (HUD).

Amended 8/02 App. Fee-ST

### **Notice of Acceptance or Rejection of Application for Residency:**

If rejected, the roommate may not reside at Greenbriar effective with the date of delivery of the notice. (Amended, effective 6/1/2009 as reflected in the minutes of the Board of Directors dated 4-28-2009)

### **Status and Rights Roommate:**

Roommates must comply with all Rules and Regulations of the Corporation, and the Member is responsible for applicable penalties in the event there is a violation of such Rules and Regulations.

An approved roommate shall enjoy the right of residency, inclusion in social events, and in general be accorded the same treatment as a Member with the exception of any official business of the Corporation. Roommates have no voice or vote in Greenbriar affairs and cannot speak or vote in place of any Member of the Corporation.

**Co-owners:**

When a Member requests that any person become a co-owner of the Greenbriar stock certificate, the prospective co-owner will not be added to the stock certificate until he/she has completed an application for membership, has been subjected to credit and background checks, and been accepted for Membership by the Board of Directors. By-laws covering the death of a Member provide for the passing of stock ownership to members of the immediate family.

**Penalties for Failing to Comply:**

If a Member permits a roommate to reside at Greenbriar without the permission of the Corporation, that Member is subject to the following penalties including possible eviction:

1. When it comes to the attention of the Corporation that an unauthorized person(s) is residing at Greenbriar, written notice will be issued to the Member that he/she has ten (10) business days to comply with the rules outlined herein.
2. If the Member fails to comply with the conditions of the written notice within ten –day period, a \$50.00 fine will be assessed and a ten-day notice of default will be issued.
3. If the Member fails to remedy the default with the ten (10) days specified, the Corporation may initiate eviction proceedings. Failure to do so in no way forfeits the right to do so at a later date or the right to enforce it with regard to any other Member.

**III CARRYING CHARGES/ LATE CHARGES**

1. Monthly carrying charges are to be paid by check or money order. Cash will not be accepted as payment.
2. Monthly caring charges, accrued maintenance charges, late and legal fees are due by the first (1<sup>st</sup>) of each month. On the eleventh (11<sup>th</sup>) day a \$15.00 Late Fee will be charged. Beginning the twelfth (12<sup>th</sup>) day, an additional \$2.50 per day fee will be added to the Late Fee until the carrying charges are paid in full. If Management must send notification of arrears by an attorney, all incurred legal fees will be paid by the Member. No maintenance will be provided under Greenbriar’s service policy (except emergencies) until arrears are paid.
3. For all checks returned NSF, or any other reason for cause, there will be a flat \$25.00 charge.
4. Any Member receiving late charges for any two (2) consecutive months or three (3) late charges in a six (6) month period can be served with a Petition for Restitution or Notice of Eviction.
5. In the case of a maintenance charge dispute, a member shall be allowed to keep his/her carrying charges current and up to date while the dispute is under consideration by the Corporation. The decision by the Corporation as represented by the Board of Directors will be final and binding.

\*If your maintenance charges are for an amount that you cannot pay in one month, you must call the Office and discuss a reasonable payment arrangement.

ADDED January 1, 1989

**Application of Payments**

Any payment received in the Office which is for less than the total amount of the Member’s outstanding accounts receivable (all amounts due the Corporation) shall be applied as follows:

- First to late charges and legal fees, then to:
- Maintenance charges (\*or the current amount due if you have made payment arrangements with the Manager);
- Fines;
- Carrying charges in arrears; and lat to
- Current carrying charges.

This rule is to satisfy audit requirements regarding the collection of past due amounts.

\*If your maintenance charge is for an amount that you cannot pay in one month, you are encouraged to call the Office and discuss a reasonable payment arrangement.

#### **IV MAINTENANCE/ SERVICE**

1. Work orders may be called into the Manager during working hours. Work orders will be completed during working hours with or without the Member being home.
2. There is a \$10.00 per hour plus tax SERVICE CALL charge for all maintenance work orders with a one-hour minimum, which is the Member's responsibility (refer to #3 below). There can be more than one item per work order. There will be an additional charge if parts are required.
3. Greenbriar Cooperative will pay for the following parts: air- conditioning compressor, air conditioning fan motor, furnace fan motor, furnace fire box, furnace gas valve, water heater, disposal, dishwasher motor, gas valve on stove. The Member pays all other parts at co-op cost and tax, plus labor and tax.
4. All repairs caused by a member's negligence are charged to the Member.
5. There is no charge for lockouts during working hours. Lockouts during non-working hours will be charged \$25.00 each occurrence. (Amended, effective 9/1/2009 as reflected in the minutes of the Board of Directors dated 8-2-2009)
6. In the event of an emergency when the Office is closed, call the Office and the emergency number will be provided. An emergency such as fire should first be reported to the proper city agency.

Effective January 1, 1989

7. Management will prioritize work orders according to their urgency. Management reserves the right to decline maintenance request of a non-urgent nature that fall outside Greenbriar's maintenance responsibilities (such as repairs to personal property).

#### **V VEHICLES/ PARKING**

For the purpose of these Rules and Regulations, a vehicle is defined as: a motorized conveyance used primarily for personal transportation by residents of Greenbriar. This specifically excludes all non-motorized wheeled objects, boats, and trailers. It additionally excludes business cars, trucks, and motor homes not used primarily for personal transpiration. All excluded motorized and non-motorized wheeled objects mentioned above must have written permission from management to be temporarily parked on the Greenbriar property. No long-term or permanent parking will be permitted.

#### **GENERAL:**

1. The posted speed limit on Greenbriar drives is 10 m.p.h
2. All vehicles must be registered in the Greenbriar office by license number and name of owner. Information will remain confidential. Unregistered vehicles will be assumed to be abandoned vehicles on the property of non-members and will be ticketed and towed at owner's expense within three (3) working days if not reported to and registered in the Office. Visitors and overnight guest may park in visitor's spaces. If your guest is visiting more than three (3) days, please report this to the Office so that your guest will not be inconvenienced. Overnight guest staying longer than three (3) calendar days will be subject to the same rules as residents. Additional cars must be parked in blank spaces by the eastern most walls of the complex.
3. All vehicles parked on Greenbriar property must display current license plates. Any vehicle with non-current plates will be ticketed and towed at the owner's expense within three (3) working days if not corrected.
4. All vehicles must be operable and in regular use. Regular use is defined as moving at least once in seven (7) days. If you will be using your vehicle less than this, please notify the office.
5. No parking is allowed in Fire Lanes (clearly marked), as provided by City Ordinance. Any vehicle parked in a Fire Lane should be reported immediately by the witness to the Police Department. The witness should also reported this to the Greenbriar Office and provide license #, description

of vehicle, location of offense and date and time of offense so that Management can notify the offender and take proper action.

6. Double parking in parking spaces and parking with wheels on sidewalks is not allowed. Witness should obtain license #, description of vehicle, location of offense, and date and time of offense; then report to Management so that proper action can be taken.
7. Motorcycles are permitted to park only in small un-numbered spaces.
8. If another vehicle parks in your space, you must check units to find the violator and ask them to move the vehicle. If the violator does not respond, you are permitted to call a wrecker and have the vehicle towed at the owner's expense.
9. Backing into parking spaces hampers ground maintenance, snow removal and may damage landscaping.
10. Each unit is assigned one numbered space in which to park a vehicle. If a unit has a second vehicle, it may be parked in any open visitor's space. If a unit has more than two vehicles, those vehicles must be parked in unmarked spaces located in the east parking lots by the eastern most walls.

NOTE: Remember, all vehicles must be operable, display current license, be in regular use and registered in Greenbriar's Office. The east parking lots are not to be used for storing unused or inoperable vehicles.

11. Vehicles belonging to non-Members (except visiting guest) may not be parked on Greenbriar property. This includes "storing" vehicles for non-residents family members or friends. This also includes nonresidents who car pool with a member and leave their vehicle on Greenbriar property while at work (unless the vehicle is parked in the Member's assigned, numbered space).
12. Permission for short-term parking (not to exceed 24 hours) for vehicles excluded by these rules may be applied for in the Office. Member will be given a sign to display on vehicle to prevent ticket/towing.
13. Motorcycles cannot be parked on patios or inside a unit. This is a fire hazard. Motorcycles are not to be parked or driven on sidewalks, gravel, or landscaped areas.
14. No parking of Member's personal cars in front of the Office is permitted during regular business hours unless Member is conducting business in the Office.

### **REPAIRS/ MAINTENANCE**

15. All inoperable vehicles must be repaired immediately or removed from Greenbriar property.
16. Only **minor** repairs/maintenance of vehicles are allowable. Major repairs, draining oil or flushing radiators onto ground is not allowed on Greenbriar premises.
17. Washing vehicles on Greenbriar property is not allowed, as this not only contributes significantly to the corrosion of the pavement, it also adds significantly to our water bill.
18. Member must clean oil spots or Member will be charged for regular cleanup.

### **VIOLATION PROCEDURES**

Upon receipt of a written, signed complaint, or observation by management of a vehicle violation, the following procedures will be enforced:

*FIRST VIOLATION:* Letter of warning to responsible Member.

*Second Violation:* Second letter of warning plus a \$25.00 fine.

*Third Violation:* Third violation warning plus a Board action which may include implementation of the eviction process, additional fines, suspension of parking privileges or other action deemed appropriate by the Board.



Additionally, where noted, vehicles may be ticketed and towed at owner's expense within three (3) working days if not corrected regardless of the number of previous violations.

Amended 11-24-2009 to include excluded motorized and non- motorized vehicle rules.

## **VI DISTURBANCES/ COMPLAINTS/ UNLAWFUL ACTIVITIES**

Article 5, paragraph 2 of the Occupancy Agreement states, "The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon."

1. Prevention of destruction and/ or defacing of building and grounds is the responsibility of all Members. Guest, children or members caught vandalizing Greenbriar property will be responsible for cost of repairs.
2. Guest and children of members are the responsibility of the Member with whom they are living or visiting.
3. Noise from parties, stereos, musical instruments, televisions, radios, children, pets, etc. between the hours of 10pm and 10am is considered an invasion of privacy. Consideration of others any hour of the day is necessary.
4. Guest, children, or members causing disturbances such as using foul language, riding motorcycles or bicycles or driving cars in a dangerous manner are considered a hazard and/or nuisance to the Green briar community and will not be allowed.
5. The Member should handle any serious disturbances not covered by #4 by (a) calling the Albuquerque Police Department and (b) submitting a written, signed letter to the Board.
6. Children are not permitted to: play in dumpsters or on the roof of the community building, climb the pool fence when it is locked or unlocked, start fires.
7. Vehicle parked in your space- see Section V VEHICLES #8.
8. Pet Disturbance- see ANIMALS- Violation Procedures.
9. Any disturbance, which could threaten life of health involving deadly weapons, will be cause for eviction. No warning is required and Member should call the Albuquerque Police Department. Obtain a witness if possible.

Added 11/90 by order of HUD:

1. "The tenant agrees upon threat of eviction not to:
  - Permit guest or other household member to engage in unlawful activities in the unit, in common areas or on the project grounds. These unlawful activities included but are not limited to the possession, use and/or sale of illegal drugs, and disturbances or acts of violence that damage or destroy the dwelling unit or disturb or injure other residents.
  - The tenant further agrees not to engage personally in unlawful activities in the unit, in the common area on or off the project grounds. Such activities include but are not limited to those listed above.

### **VIOLATION PROCEDURES Disturbances/ Complaints/ Unlawful Activities**

Upon receipt of a written signed complaint or observation by Management of a violation the following process will be observed:

*FIRST VIOLATION:* Letter of warning to responsible member.

*Second Violation s:* Second letter of warning will be sent to responsible member plus a \$50.00 fine.

*Third Violation:* Responsible member will be subject to Board action which may include implementation of the eviction process, additional fines or other action deemed appropriate by the Board.

ADDED December 18, 2002. BOD APPROVED 11/12/02

The Board of Directors shall have the prerogative of accelerating all penalties to the point of and including expulsion from the Co-op for any shareholder, roommate, etc. Found guilty of assault, battery or any egregious behavior to anyone where the safety of the individual is concerned or serious threats are made, or where a serious breach of confidentiality is concerned or a person's good reputation is seriously or irreparably damaged.

## **VII GENERAL**

### **REVISED 5/97 Sheds**

No storage shed shall be higher than six (6) feet measured vertically from the ground to the top of the outer walls, rising to seven (7) feet at the peak of the structure.

The structure shall not exceed 15% of the total yard area.

Plans for any such structure must be submitted to Management for approval before the structure is constructed. If there is any questions regarding approval, the request will be submitted to the Board.

Any storage shed, which was installed prior to the approval of this policy, i.e. May 13, 1997, will be accepted and may remain on the premises provided the shed meets the maintenance provisions of this policy. (shown below)

- If a shed, which was installed prior to the approval of this policy, does not meet the size limitations of this policy, it must be removed upon the sale of the unit.
- If a shed, which was installed prior to the approval of this policy, does not meet the maintenance provisions of this policy, it must be repaired to meet the provisions or be removed within thirty (30) days.

Note: Any such shed, which is repaired, must be inspected and approved by Management before the unit is cleared for sale. If the shed does not pass this inspection, the owner must remove it before the unit is sold.

All storage sheds must be maintained in a neat and sightly manner and must be structurally sound. Should the shed, in the opinion of the Management and board, be judged as not meeting these requirement, the unit owner will be served written notice to immediately correct the stated deficiencies or remove the shed within thirty (30) days.

- Broken gates and fences are the responsibility of the Member. Normal wear and tear and acts of nature are exceptions and are the responsibility of Green briar.
- Household trash is to be put in the Dumpster or in the trash cans in play areas and by mailboxes.
- Member may reserve the Community Room for private parties by contacting the office and making a reservation (first come, first serve basis). The fee is \$20.00, of which \$15.00 is returned is the room is left clean. Parties are to be contained in the Community Building- not outside or in the parking lot. Member is responsible for guest's behavior and any damage caused by guest. Please instruct guests concerning parking. See VEHICLES #3 (sentence 3) #5, #6, and #7.

## **SWIMMING POOL RULES**

Swimming pool rules and regulations will be reviewed, published and distributed to each member prior to the opening of the swimming pool each year.

Added August 27, 1996

## **AWNINGS**

The Board of Directors, in order to keep Greenbriar attractive, approved the installation of retractable patio window and stationary bedroom window awnings with the following stipulations:

**The total cost for purchase, installation, upkeep, and removal is at the expense of the resident.**

1. The Awning must be purchased from Radar Awnings and Upholstering, Inc. 915 4<sup>th</sup> St., N.W. 243-4523.
2. The type of Awning and price for each is-
  - STRAIGHT SLOPE AWNINGS FOR WINDOWS
    - 2-bedroom \$698.00 (2 awnings)
    - 3-bedroom \$1056.00 (3 awnings)
  - RETRACTABLE AWNINGS FOR PATIOS
    - 2-bedroom 10" wide x 8" projection \$1748.16
    - 3-bedroom 12" wide x 8" projection \$1948.16
3. The fabric color Dickson Constant Lupin #6417. Trim color choices are terra cotta or white.
4. The window awnings may be removed for the winter months. Tadar Awnings provides this service at \$25.00 per awning for each visit (removal and re-installation).

If at the time of sale of your townhouse, the buyer does not wish to purchase your awnings, they can be sold to another townhouse and Radar Awning will, move them at cost of \$37.50 per window- one trip

5. Upkeep and repair must be done by Radar Awning within 30 days or removed within 60 days. The cost of repair and or removal will be at the expense of the resident.
6. The rate of recovery on move out:  
Fabric awnings have a useful lie of 8 years on fabric and 16+ years on frame and mechanism. Valuation of awnings can be calculated using this formula:
  - 1 year service 90% of purchase price
  - 2 year service 80% of purchase price
  - 3 year service 70% of purchase price
  - 4 year service 60% of purchase price
  - 5 year service 50% of purchase price
  - 6 year service 45% of purchase price
  - 7 year service 40% of purchase price
  - 8 year service 35% of purchase price
  - 9+ year service 30% of purchase price\*At this point fabric will need replacement.

Replacement of fabric 7-8 years will be charged at the rate of  
Window Awnings 75% of original price  
Retractable Awnings 45% of original price  
These rates include labor to remove and replace.

Added February 2001

7. There is not guarantee that the incoming shareholder will want to purchase the awnings and this decision on the part of the incoming shareholder cannot hold up a stock transfer.

Added 11/19/01

Patio covers and Other Permanent- Type, Yard-Coverings Structures

- Note: Greenbriar residents wishing to make or add permanent-type, yard-coverings structures or improvement to their property should do so only with the understanding that they cannot expect to be compensated for the cost of such improvements or additions when they move away from Greenbriar.

All Greenbriar residents wishing to erect an attached patio cover or other permanent-type, yard-covering structure\*that is not covered under the current Rules and Regulations may do so only after approval from the Greenbriar Board or Directors. Board approval is attained by the following procedure:

1. The shareholder must first petition – in writing- through the Manager to the Property Improvements Committee. The petition should include an accurate representation of the proposed structure (e.g. , a manufacturer’s illustrated brochure, sketches, specifications, photographs of a similar structure already erected, etc.) and, is applicable, the name of the contractor who will erect the structure.
2. If the Property Improvements Committee approves the proposed structure, the Committee’s board-member liaison will present the full petition, including plans, specifications, etc. to the Board for approval.
3. If the Board approves the structure, the shareholder may construct or install it (of have it constructed/ installed at his/her expense.

\*For the purposes of this amendment, a permanent-type, yard-covering structure is defined as any erected structure that:

- Covers any portion of the area that is outside a resident’s sliding-glass patio door but within the area surrounded by the fence associated with the particular unit and
- Remains in place during both warm-weather and cool-weather seasons.

### **FREE STANDING PATIO COVERS AND UMBRELLS**

In the past, we have approved freestanding patio covers and umbrellas. We recommend that these be purchased in solid colors in an effort to protect visual integrity of Greenbriar.

All free standing patio covers and umbrellas must be in good condition, operable, not faded or badly repaired.

### **GELS/TRANSPARENT SHADES**

As in awnings and umbrellas, the cost of purchase, installation. Upkeep and removal is at the expense of the resident.

1. The GELS must be purchased from American Sun Control, 612 Grant Blvd., S.W., Los Lunas, N.M. 87031, 8655668.
2. The type of GEL is Transparent Window Shade Color CS69.

The 1997 prices are as follows:

Windows 30" x60"	\$63.00
Windows 30" x 72"	\$69.00
7"10"	\$243.00 (three bedroom patio door)
5"10"	\$167.00 (two bedroom patio door)
There is a \$7.50 installation charge per window.	

3. The Gel must be kept in good repair or removed at owner’s expense.

Added October 19, 1999

## ALLUMINUM ALLOY PATIO COVERS

Following are the approved guidelines that must be followed if a member purchases one of these patio covers:

- The only approved vender for these patio covers is Wallace Enterprises, located in Sandia Park New Mexico. Covers must be purchased and installed by Wallace Enterprises.
- The approved patio covers are Model OL1 or SF1. The cover will be approximately 10' x 10', depending on the dimensions of the member's patio area. The patio covers will be constructed of textured .024 gauge aluminum alloy, will have at least two supporting posts, and one downspout. The cover may be lattice design, or solid roof design or a combination of both in accordance with the member's desires.
- The color of the patio covers of the patio cover will be white.
- Wallace Enterprises will attach the patio cover to the member's unit.
- Members may not hang anything on or off of this patio cover.
- The member purchasing the patio cover must carry homeowner's insurance for Accidental Direct Physical Loss to Property and / or damage to the Greenbriar building. The policy must be updated annually.
- These patio covers must be kept in good condition and must be repaired or removed if deemed necessary by Greenbriar's Board of Directors and management.
- If the member purchasing the cover sells his unit, the patio cover may:
  1. Be sold at an appropriate depreciated cost to the new member (i.e., 10% depreciation per year for 10 years form purchase) or
  2. The departing member may have the cover removed at his expense and must repair any damage caused to the building structure by such removal. Any such repairs must meet the inspection of Greenbriar's management before the final sale of the unit is approved.
  3. After 10 years, if the cover is in acceptable condition and the departing member wishes to leave it, the cover becomes the property of Greenbriar; however, Green briar reserves the option to mandate that the cover be removed by the departing owner, at the owner's expense.
- These patio covers are considered a permanent improvement to the unit on which they are installed and may not be transferred between units in Greenbriar.

Added 1999

## YARD SALES

In order to comply with the City of Albuquerque's ordinance concerning yard sales, the Board of Directors has voted to only allow members to sell items at the community wide once a year yard sale conducted by the Activities Committee.

## HOUSEKEEPING

The Member shall be responsible for keeping that part of the building or premises, which he/she occupies, in a clean, sanitary and safe condition, including entryway and yard.

Inspections of all units will be done at least once every eighteen months. The purpose of the inspection shall be to evaluate:

- Conditions which may be hazardous to life, health or safety of the occupants and those in the adjoining units;
- The Member is obligated to keep the unit in a clean and safe condition and avoid situations that cause health or safety hazards, or contributes to infestations of rodents and/or insects. It should smell fresh, free of odors such as urine, feces and spoiled food. Trash shall be disposed of properly and not left in the unit. The Member's housekeeping shall be evaluated against the standards contained herein.

1. Floors are being kept clean, clear and free of hazards.

2. Carpets shall be shampooed, vacuumed, free of spots, stains, holes and tears.
3. Walls shall be free of dirt, stains and holes.
4. Kitchen appliances shall be free of dirt, grease, food stains both inside and out. Vent shall be free of grease, fuzz and soil.
5. Bathroom fixtures shall be free of soil, body oil, mineral deposits, mold and mildew.
6. Closets shall be cleaned and free of hazardous conditions. No flammable materials such as paint remover, gasoline, etc., are to be stored in unit.
7. Water heater closet, heater closet and attic area shall be free of articles, wiped clean and dry. It is against the City Fire Code to store articles in these areas.
8. Windows shall be clean and free of mineral build up.
9. Patios and entryways must be kept clear of trash, furniture, appliances, pet litter, weeds etc.

### **VIOLATION PROCEDURE**

A letter of warning will be sent to the responsible Member. A follow up inspection will be conducted two weeks after the date of the warning letter.

If the situation has not been corrected within the time limit set out in the warning letter, the matter will be taken before the Board with the possibility of the implementation of the eviction procedure.

Added: 9/11/02 -ST

Amended: 11/24/09 to replace "Resident" with "Member" and to amend #6.

### **LANDSCAPING**

*FIRST VIOLATION:* The person responsible for destroying or vandalizing Greenbriar common grounds will pay for the removal of the roots and stumps where applicable. He/She will make an appointment through the manager to meet the landscaping committee within one week of the receipt of the first violation warning letter. With members of the landscape committee, the responsible party will select a suitable drought resistant shrub, plant or tree to be purchased from a reliable nursery and to replace the damaged or destroyed flora.

The responsible shareholder will purchase and bear the cost of delivery and planting, as applicable, of the replacement flora or will assist in the planting process. The responsible party cease all future destructive acts to the Greenbriar common grounds area and to meet his/ her obligations per Section VII, Article 5, paragraph 2, item 1, the violation procedures, thereof, in replacing, nurturing and caring for the replacement flora. This includes the watering on a consistent basis of the new flora.

Should three replacements die from lack of consistent and appropriate care, the responsible shareholder will bear the cost of purchase, replacement and planning of flora of an identical type.

*Second Violation:* This will be considered a breach of contract. The responsible shareholder will receive a **\$75.00 fine** with his/ her second letter of warning and will meet with the Board of Directors to determine the consequences of continual vandalism. Contingent on the outcome of this meeting, the Board of Directors may choose to enact third violation procedures.

### **Vines, Plants & Fences**

(Adopted as part of the Rules and Regulations by the Board of Directors 6/30/2009 and supersedes any previous policies.)

1. No vines, plants or shrubs in a Member's patio, entryway, or other outside garden areas will be allowed to climb on the fences or exterior of the building. Vines or shrubs planted on the inside or outside of the fence must have a support system (such as a trellis-1 foot from the fence) that allows the planting to be pulled back when maintenance of the fence is required. Maintenance will also include applying a preservation to the fence.

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Until the new fences are treated, please do not plant or hang anything on or around fences.

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- Existing vines/shrubs that are climbing up the face of a member's fence or building, or has extended its growth to another area or building must be removed or cut back and placed on a support system. All plantings must be pruned regularly to control growth beyond a support system, such as a trellis.

## **ANIMALS**

### Definition:

For the purpose of these Rules and Regulations a "pet" shall be defined as a common household pet, i.e. a small domesticated animal such as a dog, cat, bird, fish, rodent (hamster or gerbil) or turtle that is traditionally kept in the house for pleasure rather than commercial purposes. Reptiles (except turtles) are not common household pets.

Specifically excluded at Greenbriar are: rabbits, ferrets, snakes, insects, spiders, mice, and exotic animals of any kind as well as animals excluded by city ordinance.

A small pet: any domestic house cat or dog that weighs no more than 25 pounds and measures no more than approximately 12 inches at the top of the shoulder when fully grown.

A medium-sized pet: a dog that weighs between 26 and 50 pounds and measures no more than approximately 24 inches at the top of the shoulder when fully grown.

Greenbriar residents shall abide by the following rules and regarding types of animals, number, size, and animal behavior and care:

- Animals shall be limited to common household pets (see definition).
- Specifically as to size and number, residents may have two (2) small pets or one (1) medium and one (1) small pet. Not included in this limit are caged birds, fish, and turtles, provided that all other Greenbriar rules regarding pets are followed.

NOTE: Common household pets (see definition) owned by residents prior to February 16, 2003 that do not meet the size requirements, but do meet all the other requirements will be allowed to remain with the owners(s). When the oversized animal dies or for some other reason no longer resides at Greenbriar, the owner will not replace the animal with another oversized animal. Similarly, Greenbriar residents who have more than two (2) pets will not be required to reduce the number of their pets to two (2). However, when the extra pets die or are removed from the home, the owner must comply with the two (2) pet rule

- Owners must have their animal inoculated in accordance with city regulations. Owners must register their animal with the office before it is brought onto the premises and present proof that it complies with the above rules. Such registration or proof of compliance includes:
  - Proof that the animal has been spayed or neutered (unless it is too young for an operation). In this case, a written agreement with the management is required that the pet will be spayed or neutered when it reaches the appropriate age.
  - Certificates of inoculations required by the city, i.e. rabies shots.
- Animals must be under the control of a responsible individual at all times. To that end, when out of their yards, they must be on a leash or under the control of a responsible individual and must be able to show proof of control. No animal will be allowed unattended access to the common areas. The following areas are off limits to animals at all times for health and hygienic reasons: playgrounds, the pool area and the community building.
- Animal owners must promptly remove and properly dispose of their animal's waste when walking them. When disposing of litter box contents, the litter must be placed in a heavy plastic bag and put in the dumpster. Odors must be controlled including odors emanating from individual yards. Serious odor problems may require professional deodorizing.

6. Animal owners are responsible for any damage caused by their animals. The cost of repairing or replacing the damaged property will be determined and then added to the owner's carrying charges or deducted from the owner's equity if the owner moves before such an obligation has been discharged.
7. Animal owners are responsible for the proper control and care of their animals. All Greenbriar residents have the right to peaceful enjoyment of their homes without the disruption of barking dogs or yowling cats. Such animal noises disturb the peace and quiet of the complex. Additionally, an animal entering a person's yard uninvited may cause an undesirable problem i.e., urine or feces deposits or plant damage. The following steps should be taken to resolve complaints:
  - i. Step One: The complainant should go to the animal owner and attempt to resolve the difficulty, courteously and non-combatively.
  - ii. Step Two: If there is no resolution, the complainant may take his/her concerns to the Grievance Committee for resolution.
8. Visitors with pets must comply with all rules regarding pets including registering their pets with the office. Visiting is defined as seven (7) days.
9. Prospective Greenbriar residents will be given a copy of the pet rules and will have an opportunity to discuss them with the manager. They will be expected to indicate that they understand and will comply with them. Prior to moving into the complex, new residents will be asked to sign a copy of the pet rules. One copy of the signed rules will be placed in the resident's file, and a second signed copy will be given to the new resident.

### **ANIMAL VIOLATION PROCEDURES**

Upon receipt of a written, signed complaint or after observation by Management of an animal regulation violation, the following will apply:

*FIRST VIOLATION:* Written notice will be served to the animal owner describing the violation. Except in emergency situations, the owner will be given three (3) working days to correct the violation.

*SECOND VIOLATION:* A written notice, as above, plus a \$25.00 fine and a notice that failure to correct the violation may result in initiation of procedures to have the animal removed or terminate the Member's occupancy, or both.

EMERGENCIES: The normal violation procedure can be abated if an animal's conduct or condition is determined to constitute a threat to the health or safety of residents or of other persons in the community. Such a situation should be referred to City Animal Control (505) 766-7907 by either Management or a Member.

Actions by Management for the removal of an animal or termination of a Member's occupancy may occur in any of the following instances:

1. The presence of the animal constitutes a nuisance or creates a threat to the health and safety of Members.
2. The activities of the animal affected the right of any resident to quiet enjoyment/ of their home.

### **FLOORING REPLACEMENT POLICY**

(Adopted by the Board of Directors 09/8/2009 and supersedes any previous policies)

Replacement of flooring in units will be categorized and prioritized as follows:

**Make-Ready Units:** These are units that have been vacated and are being prepared for a new resident member. Flooring is only replaced if the condition or damage impedes the ability to sell a new



membership for that unit, or if it poses a health risk. The Property Manager and one indifferent Board Member will make the decision to replace it.

**Emergencies:** These are situations where the flooring has been damaged beyond repair by flood, fire, etc; or the condition of the flooring poses a health risk. The Property Manager will inspect the flooring and must get approval from the Board of Directors to replace it.

**Priority List:** The condition of each unit's flooring will be evaluated and noted during annual inspections and routine maintenance calls. A priority list is created and maintained based on the condition of each unit's flooring, and normal wear and tear guidelines. Greenbriar will replace flooring from this list at the rate of one unit every quarter (dependant on available funds).

**Member Reimbursements for Flooring:** If a member chooses to replace the flooring in their unit before their name rises to the top of the Priority List, they must first get approval from the Property Manager for the type, colors, and design plan. The Property Manager must inspect the unit prior to installation to determine if any sub-floor repairs are needed (such as loose floor boards on top floor, or water damage in kitchens and bathrooms). The member will not receive reimbursement for that flooring until their name rises to the top of the Priority List. The member must provide Management with invoices for the flooring replacements. Reimbursements will only be for the current cost of "standard" carpet, linoleum, and installation. The Property Manager must inspect the unit and verify the new flooring before any reimbursement is issued.

**Incidentals:** When flooring is replaced in bathrooms and kitchens, fixtures such as toilets, vanities, and large appliances must be removed and replaced. If the member decides to upgrade any of those fixtures during this process, cost for new fixtures and any additional maintenance hours for installations will be charged to the member.

**Moving of Furniture and Appliances:** Residents are responsible for moving furniture, washers, dryers, refrigerators, and personal items to accommodate the installation of flooring. Greenbriar personnel will move stoves, dishwashers, toilets and vanities for units done according to the above priority lists. Members choosing to replace flooring before their name rises to the top of the list must use a licensed plumber to remove and replace these fixtures.

### **GUIDELINES FOR THE CARE OF ENTRYWAYS**

(Adopted by the Board of Directors 8/25/2009 and supersedes any previous policies.)

#### **DEFINITIONS:**

For the purpose of these Rules and Regulations, an "entryway" shall consist of the area from the sidewalk to the front door.

#### **PURPOSE:**

The purpose of the guidelines is to enhance our environment and increase the aesthetic value of our property.

1. All entryways are to be kept swept and free of trash (blown in and household). This includes but is not limited to overstuffed furniture, appliances, tools, machinery and cleaning supplies (i.e. mops and brooms) etc.
2. Garden hoses must be coiled and neat so that walkways are clear.
3. All pots and plants must be clear of walkways to allow easy access to townhouse.
4. All entries must be weed free. Plants must be cared for, healthy and neatly trimmed.
5. All trees and shrubs must be pruned back from the walkways.
6. All dead/dying plants must be removed or trimmed back at the end of the growing season.

#### **VIOLATION PROCEDURE:**

Upon the observation of the violation by the Landscape Committee, Management, or Maintenance, a notice will be sent from Management requesting clean up.

The Member must comply within two (2) weeks. If the Member is unable or unwilling to correct the violation, Management will arrange with the Landscape Committee for the entryway to be cleaned and simply landscaped and member will be charged \$25 plus material costs.