

The Greenbriar Townhouses

Rules and Regulations

Board Approved September 19, 2023

Effective October 5, 2023

Table of Contents

I. DEFINITIONS.....	3
A. Procedures for resolving conflicts between Members:.....	4
B. Procedures for communications between Greenbriar Members and Members of the Greenbriar Board of Directors:.....	4
C. Primary Residence Policy	4
D. No Harassment or Defamation	4
II. MOVE-INS.....	5
III. MOVE-OUTS AND INTERNAL TRANSFERS	6
A. Move-outs	6
B. Internal transfers.....	7
IV. ALTERATIONS, ADDITIONS, AND UPGRADES KNOWN AS NON-STANDARD EQUIPMENT ..	7
A. Alterations and Additions	7
B. Handicap Accessories	7
C. Upgrades	8
V. VISITORS, RESIDENTS, HOUSE SITTERS, AND CARETAKERS.....	9
A. Who is a Visitor or a Prospective Resident?	9
B. Who is a House Sitter?	9
C. Who is a Caretaker?	9
D. Responsibilities and Rights.....	10
E. Violation Procedures.....	10
VI. CARRYING CHARGES/LATE CHARGES AND FEES	10
VII. MAINTENANCE AND SERVICE	11
A. Maintenance	11
B. Service Calls.....	11
VIII. TRASH, RECYCLING, AND DISPOSAL OF LARGE ITEMS	12
IX. VEHICLES AND PARKING	12
A. General.....	12
B. Repairs and Maintenance	13
C. Violation Procedures.....	13
X. DISTURBANCES, COMPLAINTS, AND UNLAWFUL ACTIVITIES.....	13
A. Unlawful Activities	13
B. Violation Procedures.....	14
XI. GENERAL	15
A. Cable Service or Satellite Dish Installation	15
B. Sheds.....	15
C. Swimming Pool Rules	16
D. Yard Sales	16
E. Housekeeping Standards.....	16
F. Vines, Plants & Fences	17
G. Pet Policy.....	18
H. Flooring Replacement Policy	20
I. Guidelines for the Care of Entryways.....	20
J. Smoking Policy at Greenbriar	21
K. Wild Bird Feeding.....	21
L. Animal Feeding Policy	21
M. Bulletin Board Policy	21
N. Camera Policy	22
XII. APPENDIX A: LIST OF STANDARD EQUIPMENT AT GREENBRIAR	22
XIII. INDEX	26

Rules and Regulations

The Board of Directors has established these Rules and Regulations under provisions of Articles V and VI of the Occupancy Agreement of The Greenbriar Townhouses. The Rules and Regulations are considered necessary to ensure the “Right of Peaceable Possession” of all Members. Establishing rules are to protect all parties including the Corporation, Members, and all others residing at Greenbriar.

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 document, 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, a minimum of a two weeks’ notice.

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.”

I. DEFINITIONS

“Management” shall include The Greenbriar Townhouses, acting through its Board of Directors (the Association) and its Site Manager.

“Member” is an individual who has met all the requirements for Membership to The Greenbriar Townhouses and who intends to reside at Greenbriar. The Membership application process includes, but is not limited to, income verification, credit check, criminal background check, residency verification, attendance at a Membership Orientation and approval by the Board of Directors.

“Co-Members” are two (2) individuals residing or intending to reside in the same Greenbriar unit who wish to share a Membership. They may apply for a shared Membership together, or an existing Member may request a second person be added. A Prospective Co-Member will not be added to the Membership Certificate until he/she has completed the Membership application process. Both co-Members shall enjoy all the rights and privileges of full Membership, except that their shared Membership shall have only a single vote in Greenbriar business.

“Resident” will include any adult non-member who is residing with a member. All non-members are subject to the same application process as the Member except for income verification. See Article V VISITORS, RESIDENTS, HOUSE SITTERS, AND CARETAKERS in this document.

“Family” will include parents, spouses, life partners, dependent children, and grandparents. Any dependent family member 18 years of age is an adult and must apply for residence under the application process.

It is the responsibility of all Members to abide by these Rules and Regulations and to assist in their enforcement.

A. Procedures for resolving conflicts between Members:

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 Site Manager.
3. If the complaint is not resolved satisfactorily by the Site Manager, a signed letter of complaint should be submitted to the Board of Directors. Complaints are to remain confidential.
4. If the complaint remains unresolved, the Board of Directors recommend Members seek mediation at their own expense.

B. Procedures for communications between Greenbriar Members and Members of the Greenbriar Board of Directors:

1. If a Greenbriar Member wishes to communicate with the Greenbriar Board of Directors regarding complaints, questions, or issues other than a conflict with a neighbor, the Greenbriar Member is to write a letter on paper and deliver it to the Greenbriar Site Manager, who will forward copies of the letter to the Greenbriar Board of Directors.
2. Greenbriar Members are not to send e-mails, or letters in the U.S. Mail, or other forms of mail, or make telephone calls directly to Greenbriar Board of Directors Members, unless the President requests they do so.
3. All responses to letters from Greenbriar Members from the Greenbriar Board of Directors shall be done by the President of the Greenbriar Board of Directors unless the President assigns a fellow board Member or the Greenbriar Site Manager to communicate with the Greenbriar Member.
4. The President of the Greenbriar Board of Directors has the option of sending an e-mail to a Greenbriar Member, but should also send a letter written on paper to the Greenbriar Member through the Greenbriar Site Manager.
5. Only Greenbriar Members are allowed to communicate with the Greenbriar Board of Directors.

C. Primary Residence Policy

A primary residence is legally considered to be the principal or main home you live in for most of the year. A Member can only have one primary residence which is the address listed on your driver's license, tax returns and other official government documents as well as where USPS delivers your mail.

1. A Member must reside in their unit for at least 9 months of the year.
2. If a Member will be away for more than a 2-week period, they must inform the office in case any issues arise in their building and/or unit.
3. All Members must leave their thermostat on with the temperature set no lower than 65 *degrees Fahrenheit in the winter months.*

D. No Harassment or Defamation

Members may not engage in harassment, make defamatory public statements, or communicate unsubstantiated allegations about members, staff, or contractors ("individual(s)") on Greenbriar property. Such statements and communications include, but are not limited to allegations, not confirmed by the Board of Directors, that an individual engaged in unlawful civil or criminal acts or violated the Greenbriar governing documents (including Occupancy Agreement, Rules or Bylaws). Harassment includes frequent and repeated communications or threats by a Member to an individual on Greenbriar property without that individual or the Board's consent. Behavior including aggression, disrespect, demanding, threatening, and/or the use of profanity will not be tolerated on Greenbriar property including the office and is considered harassment. If this behavior occurs in the office

or anywhere on Greenbriar property directed at the property manager and/or maintenance staff a Member may be banned from the office for a one-month period.

Procedure for Filing a Complaint

A Member concerned about an individual's present or past actions or behaviors may file a complaint with the Board of Directors. The Board will then investigate the allegations about the individual. If the allegations can be substantiated with evidence, the Board will confirm the truthfulness of the allegations to the complaining member ("complainant") and take appropriate action. Evidence can include signed witness statements, recordings, public records etc. The complainant will be notified of the results. Regardless of the results, the complainant shall refrain from contacting the member to whom the complaint was directed. The complainant may contact the Board for further questions or concerns.

If the complainant violates this policy by harassing or making defamatory public statements about an individual on Greenbriar property that *have not been confirmed by the Board*, the Board will first provide a warning/cease and desist letter to the complainant.

If the complainant refuses to respect the Board's findings and directives to cease and desist, a Greenbriar committee, comprised of the membership, will be initiated to determine if the complainant should be fined, or whether expulsion procedures should be initiated.

Violation Procedures

Upon confirmation of harassment or defamation:

- First Violation: Letter of warning to complainant.
- Second Violation: The Board of Directors will initiate a membership committee, which will have the prerogative of determining penalties, including expulsion from the Co-op.

II. MOVE-INS

1. All Membership fees, pro-rated cost, process fee, equity, and monthly carrying charges are required to be paid prior to move-in. The incoming Member will have submitted an Earnest Money Deposit of \$500.00 as part of the application process, and this money will be credited against these charges.
2. An inspection checklist used to note deficiencies in the unit will be provided by management to a new Member in advance of moving in. The Corporation requires the Member to return the completed list within seven (7) days of occupancy to expedite any repairs.
3. Draperies, shades, and blinds or other standard window treatments will be hung on windows and sliding glass doors within fourteen (14) calendar days after move-in. Windows and sliding glass doors are not to be covered with foil, cardboard, or anything other than standard window treatments.
4. All locks will be re-keyed by Greenbriar upon change of ownership. If locks are re-keyed or changed by a Member during his or her ownership, duplicate keys should be given to the Site Manager within three (3) calendar days or there will be a \$25.00 fine.
5. New Members will be given relevant keys for their unit and the community pool, copies of the Articles of Incorporation, Bylaws, Occupancy Agreement, Rules and Regulations and the Swimming Pool Rules upon assuming Membership.
6. All new Members are required to obtain unit insurance against the risk of personal property loss and personal liability claims and provide Greenbriar a certificate of

insurance effective as of the date of membership closing. See Occupancy Agreement, Article 9.

7. Decorating inside of the patio such as gardening, flowers and moveable indoor/outdoor carpet is permitted. Permanent barbecue grills are not allowed - only portable barbecues. Painting and staining the cement patio area and entryway and the installation of a patio or yard deck are not allowed. An electric outlet may be installed in the patio area by a professional electrician.
8. Members may install new screen, storm or security doors or plantings in the areas along their entryway fence (preapproval required). Once these are installed, they become the property of the Corporation and cannot be removed without authorization from management. No other alterations to the exterior of a unit are permitted.
9. Members may decorate the inside of their townhouse but may not make structural changes (altering the walls, doors, or doorways, etc.). Caution should be used in decorating your townhouse since you will be required to pay for the repair and restoration of the unit to the Greenbriar standards. See XII APPENDIX A: LIST OF STANDARD EQUIPMENT AT GREENBRIAR in this document for what is allowed and not allowed.

III. MOVE-OUTS AND INTERNAL TRANSFERS

A. Move-outs

1. Exiting Members are responsible for monthly carrying charges and for maintaining utilities in their name until transfer of ownership is complete, except that in no case shall they be responsible for carrying charges and utilities for longer than three (3) months after moving out, keys turned in, and the exit inspection completed. Failure to maintain utilities will result in an automatic \$55.00 fine and the Member will be responsible for damages to the unit caused by the turn off of the utilities. Incoming 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 his or her name effective the date of ownership will be charged an automatic \$25.00 fine and will be responsible for any damage to the unit caused by the turn-off (e.g., broken pipes). The Corporation has no responsibility for unit utilities until three (3) months after departing resident leaves.
2. Members desiring to sell their Membership must sign the "Notice of Intent to Vacate and Authorization to Sell Membership" form. A thirty (30) day notice is required.
3. When a member is completely moved out, and keys have been turned in to the Management Office, a final inspection will be made with the Site Manager, departing Member, 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 a 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.
4. If the selling unit is not ready for make-ready by maintenance staff on the specified date, a fine of \$50.00 per calendar day will be assessed against the exiting Member. There is

no guarantee that the incoming Member will want any personal possessions (e. g., washer, dryer, refrigerator, or microwave). Unless other arrangements have been made, personal items from the interior or exterior are to be removed prior to the transfer of Membership.

5. The outgoing Member will be charged a processing fee of \$100.00 to be deducted from Membership monies.
6. The Management will refund the outgoing Member any monies due him or her within thirty (30) days from the date of new ownership. If a Prospective Member had paid an Earnest Money Deposit of \$500.00 but ultimately did not move in, the Deposit belongs to The Greenbriar Townhouses.

B. Internal transfers

For a current Member to transfer from one unit to another, four (4) things are necessary:

- And earnest Money Deposit of \$500.00 will be paid at the time the new Deposit Agreement is signed.
- Due at the time of the closing on a unit: The full amount of the purchase price of the new Membership, less the Earnest Money Deposit, is to be paid in the form of a cashier's check; and the monthly carrying charge is to be paid by personal check.
- Member must have passed inspections on previous unit.
- All other Move-in/Move-out Rules and Regulations apply to a member transfer.

IV. ALTERATIONS, ADDITIONS, AND UPGRADES KNOWN AS NON-STANDARD EQUIPMENT

See the addendum to the Rules and Regulations titled "Standard Equipment Provided by the Corporation" for what items are standard in a unit and what alterations, additions, handicap accessories and upgrades are allowed or not allowed. The "Intent of Addition, Alteration or Upgrade Form" must be filled out before any work begins.

All alterations, additions, handicap accessories and upgrades that have been approved are required to be installed or built by a licensed vendor or contractor who has liability insurance. Minor upgrades may be installed by members.

While preparing a unit for occupancy the Site Manager/Management will determine who is responsible for the expense to remove and restore existing approved and allowed or unapproved and not allowed non-standard infrastructure alterations, additions, and upgrades. These decisions will be subject to the approval by the Board of Directors, if needed.

A. Alterations and Additions

Alterations and additions to a unit are limited and require preapproval. A Member shall not make structural alterations or additions to the interior/exterior premises or in the water, gas, electrical conduits, plumbing, or walls/ceilings. Any unapproved alterations or additions that violate current state or city codes or result in damage to the unit will be corrected at the current Member's expense. If the Member fails to comply, he/she will be responsible for the costs to restore the unit as well as a fine of \$250.00.

B. Handicap Accessories

Handicap accessories are allowable by law and require preapproval from the Site Manager. Cost of purchase, installation and removal of handicap accessories or any subsequent repairs are at the Member's expense.

Allowable items are:

- Bathroom safety bars
- Chair lift to the second floor
- Ramp for the entryway
- Second iron railing for the entryway
- Hearing impaired doorbell with light

C. Upgrades

Upgrades to Greenbriar's standard equipment are limited and require preapproval by the Site Manager/Management. Approval is based on quality of material, installation and whether the upgrade is size appropriate to the location.

Members wishing to upgrade standard equipment that is allowed must first complete the "Intent of Alteration, Addition or Upgrade Form". The decision to approve a Member's request for upgrading will be done by the Site Manager, or if needed, approval by the Board of Directors. There is no reimbursement for approved upgrading expenses.

1. Repair or Replacement Policy on all Alterations, Additions and Upgrades.
 - a. When the cost to repair non-standard equipment exceeds the cost of a standard equipment replacement, the Corporation will replace it with the standard equipment rather than repair.
 - b. When a Member wants to upgrade standard equipment that has been determined necessary to replace, the Corporation will provide the Member the cost of the standard equipment and labor, and the Member will assume the additional cost.
 - c. When a Member has approval to replace standard equipment that is not in need of replacement, he/she will bear the entire expense of such a replacement. The labor rate for work done by Greenbriar is \$35.00 an hour, or for any part of an hour, per maintenance person.
 - d. Onsite maintenance staff are not allowed to work after hours for Members as a private transaction.
 - e. When a Member upgrades standard equipment without approval he or she will be responsible for the cost to repair/replace. A fine of \$250.00 will be levied for failure to get approval for an upgrade.
 - f. Non-standard and substandard equipment needing repair or replacement due to negligence or misuse will be at the Member's expense to repair or replace.

2. New Member's Unit Has Existing Non-Standard Equipment

The non-standard equipment a new Member can request to be brought back to standard or removed include patio covers, awnings, storage sheds, patio area decks, refrigerator ice maker plumbing lines, wood paneling, wallpaper, kitchen counter or cabinetry blocking washer/dryer and refrigerator hookups, and the repainting of walls/ceilings not painted the standard Rainier White color. Existing upgrades and alterations items, such as flooring, will remain until replacement is required due to wear and tear. The responsibility for the expense to remove such items will be determined by the Site Manager/Management or the Board of Directors, if needed.

If a Member wishes to accept existing non-standard equipment he/she will complete an "As Is" form listing the non-standard equipment the Member will accept.

3. Member's Failure to Remove Unapproved Non-Standard Equipment Upon Request

As stated in the Occupancy Agreement, Article 12, the Corporation may require prompt removal of such equipment. Failure to do so upon request shall constitute default within the meaning of Article 13 of the Occupancy Agreement.

V. VISITORS, RESIDENTS, HOUSE SITTERS, AND CARETAKERS

A. Who is a Visitor or a Prospective Resident?

A Visitor is defined as anyone who is visiting Greenbriar for two weeks or less within a three-month period. Any adult non-member residing at Greenbriar longer than the time limit for a visitor is a Prospective Resident. All Prospective Residents are required to go through the procedure for residency.

1. Procedure for Prospective Residents

Any Member taking in a Prospective Resident must bring that person to the Office before he/she moves in, but within the two-week visitor limitation. All application requirements for Membership, except for income verification, will be followed in applying for residency. Prospective and current Members will complete orientation together, and the Site Manager will review the Rules and Regulations with them.

2. The Corporation's Right to Refuse a Request for Residency

The Corporation has the same right to refuse occupancy to a Resident as it can refuse Membership to a Prospective Member.

3. Notice of Acceptance or Rejection of Application for Residency

Acceptance for residency will be effective the date of notification. If rejected, the applicant must leave within ten (10) days.

When a Resident moves out the Member must notify the Management within five (5) days.

B. Who is a House Sitter?

A House Sitter is defined as a visitor who has been given authorized access to the Member's unit, in the absence of the Member, for a period no longer than two months. Any requests for longer house-sitting stays must be approved by the Board of Directors. A House Sitter who continues to reside in the unit after the Member's return will be subject to the rules applying to Visitors and Prospective Residents. Prior to the House Sitter moving in the Member must provide the following information to the Site Manager:

- House Sitter's name and contact number.
- Vehicle and pet information if applicable.

C. Who is a Caretaker?

A Caretaker provides medical or other assistance to a Member or Resident. A Caretaker may be a professional or a family member/friend who provides services for a limited number of days and hours, or it may be a person who resides with Member/Resident. Before the Caretaker's services are to begin, the Member must provide the following information to the Site Manager:

- The Caretaker's name and contact number.
- Vehicle and pet information if applicable.
- A professional Caretaker who will be residing with the Member/Resident is required to provide what organization he/she works for.

If the Caretaker is a professional, family member or a friend who will be residing with Member/Resident for longer than thirty (30) days he/she is required to report to the Site Manager. The Site Manager will get authorization from the Board to extend the thirty (30) day stay if needed.

D. Responsibilities and Rights

- Residents, Visitors, House Sitters, and Caretakers must comply with all Rules and Regulations of the Corporation. The Member is responsible for any failure to comply.
- An approved Resident shall enjoy the right of residency, inclusion in social events, and in general be accorded the same rights as a Member except for voting and eligibility for board membership.
- Visitors, House Sitters, and Caretakers can utilize the community pool, library, and exercise equipment room. The library and exercise equipment rooms have rules posted. The Site Manager will provide a copy of the pool rules.

E. Violation Procedures

If a Member permits a person to reside at Greenbriar without the permission of the Corporation, the Member will be subject to the following violation procedures including possible eviction:

- When it comes to the attention of the Corporation that an unauthorized person is residing at Greenbriar, a written notice will be issued to the Member that he/she has ten (10) business days to comply with the required procedure for Residency.
- If the Member fails to comply with the conditions of the written notice within the ten (10) day period, a \$50.00 fine will be assessed, and a ten (10) day notice of default will be issued.
- If the Member fails to remedy the default within the ten (10) days specified, the Corporation may initiate eviction proceedings. Failure to do so in no way forfeits The Greenbriar Townhouses' right to initiate proceedings at a later date.

VI. CARRYING CHARGES/LATE CHARGES AND FEES

Monthly carrying charges are to be paid by check or money order to the management company. Cash will not be accepted as payment. Late charges and fees must be delivered to the local management office. An automatic payment option for carrying charges is available.

Monthly carrying charges, accrued maintenance charges, late and legal fees are due by the first (1st) of each month. On the eleventh (11th) day a \$25.00 Late Fee will be charged. If Management must send notification of arrears by an attorney, all incurred legal fees will be paid by the Member. No non-routine maintenance will be provided under Greenbriar's service policy (except for emergencies) until arrears are paid.

For all checks returned for insufficient funds, or any other reason for cause, there will be a flat \$35.00 charge.

If your accrued charges are for an amount that you cannot pay in one month, you must call the management company and discuss a reasonable payment arrangement.

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.

Any Member in arrears three cumulative months of carrying charges may be subject to eviction.

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.

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 (See Article VII B 1)) or the current amount due if you have made payment arrangements with the Site Manager
- Fines
- Carrying charges in arrears; and last to
- Current carrying charges.

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

VII. MAINTENANCE AND SERVICE

A. Maintenance

1. Work orders are to be called into the office during working hours or emailed to gtcoop@qwestoffice.net. Work orders will be completed during working hours with or without the Member being home. There can be more than one item per work order.
2. Management/office and maintenance personnel will prioritize work orders according to their urgency. Management reserves the right to decline maintenance requests that fall outside Greenbriar's maintenance responsibilities, such as repairs to personal property and unnecessary repairs/replacement (e.g., Member does not like the standard paint color or has a cosmetic issue that does not affect the equipment's purpose).
3. Cost of repairs, maintenance and replacement required for items not furnished by the Corporation, redecoration by a Member, or caused by negligence/misuse are at the Member's own expense.

B. Service Calls

1. A Member will be charged a SERVICE CALL fee of \$35.00 per hour plus tax and the cost of any parts/replacements for maintenance work that is not the responsibility of the Corporation.
2. There is no charge for lockouts during working hours. A Member will pay \$35.00 per occurrence for lockouts after hours, on weekends or holidays.
3. The following are the repairs, maintenance, and replacements the Corporation is responsible for due to wear and tear: HVAC units and components, water heater, dishwasher, stove, disposal, recirculating vent, windows, screens, doors and patio door screens, plumbing infrastructure and fixtures, electrical infrastructure and fixtures, ceilings, walls, floors and flooring, stairs, a railing to the second floor and one set of railing in the entryway, authorized accessories, all vents in the bathrooms motorized or not, entryway stairs, cemented areas, fences, building exterior, and common areas.
4. In the event of a maintenance emergency when the office is closed, call the office and the emergency number will be provided on the recorded message. An emergency, such as fire, should first be called in to 911.
5. Routine maintenance includes replacing HVAC filters, alarm batteries, fire extinguishers, lighting pilot lights, and pest control.

VIII. TRASH, RECYCLING, AND DISPOSAL OF LARGE ITEMS

Trash pickup days are Monday-Wednesday-Friday. You can put debris from trees and shrubs in the trash dumpsters.

Recycling pickup day is Monday. For recycling items, you are to use the designated dumpsters located adjacent to regular trash dumpsters.

Large items such as furniture, etc. are **NOT** to be left by the office building or a unit or in or by a dumpster. A Member is to call the Site Manager to arrange for disposal of such large items. The Member will pay a share of the cost, \$15.00, for disposal of such items and will be assessed a fine of \$100.00 for any violation of this rule.

IX. VEHICLES AND PARKING

For 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 except for small camping trailers, not to exceed 18 feet long and 8 feet wide. Such trailers must be approved by the Site Manager prior to being parked on the premises. They must be parked in a space approved by the Site Manager. It additionally excludes business cars and trucks not used primarily for personal transportation. 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.

A. General

1. All Vehicles must be registered in the office by license number, year, make, and model. Information will remain confidential. Each unit may register four (4) vehicles which are owned by the Member and/or Resident residing in the unit. A green parking tag will be supplied for each registered vehicle. A red parking tag will be supplied to each unit for guest overnight parking. Guests may park in visitor spaces or unmarked spaces. Unregistered vehicles will be assumed to be abandoned vehicles and the property of nonmembers and will be ticketed and towed at the owner's expense within three (3) working days if not reported to and registered in the office.
2. The posted speed limit on Greenbriar property is 10 m.p.h.
3. 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 and 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. Guests 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. Additional cars must be parked in blank spaces by the eastern walls of the complex.
4. All vehicles parked on Greenbriar property must display current license plates. Any vehicle with non-current plates will be ticketed and if not corrected within three (3) working days will be towed at the owner's expense.
5. 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. Infrequently used vehicles should be parked in blank spaces by the eastern walls of the complex.
6. No parking is allowed in Fire Lanes (clearly marked), as provided by City Ordinance. Anyone observing illegal parking should report 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.

7. Double parking in parking spaces and parking with wheels on sidewalks is not allowed. The 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.
8. 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.
9. If another vehicle parks in your space, notify the Office.
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 along the eastern walls.
11. Vehicles belonging to non-Members (except visiting guests) may not be parked on Greenbriar property. This includes "storing" vehicles for non-resident family members or friends.
12. 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. No parking is permitted in front of the Office Garage at any time except by staff.

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.

B. Repairs and Maintenance

1. All inoperable vehicles must be repaired immediately or removed from Greenbriar property.
2. Only minor repairs/maintenance of vehicles is allowable. Major repairs, draining oil or flushing radiators onto the ground, is not allowed on Greenbriar premises.
3. Washing vehicles on Greenbriar property is not allowed.
4. Member must clean up fluid leaks or Member will be charged for cleanup.

C. 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 \$35.00 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.

X. DISTURBANCES, COMPLAINTS, AND UNLAWFUL ACTIVITIES

A. 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/she 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 buildings and grounds is the responsibility of all Members. Guests, children, or Members caught vandalizing Greenbriar property will be responsible for the cost of repairs.
2. Guests and children of Members are the responsibility of the Member with whom they are living or visiting.
3. Noises from parties, stereos, musical instruments, televisions, radios, power tools, children, pets, etc. between the hours of 10 pm and 7 am are considered an invasion of privacy. Consideration of others at any hour of the day is necessary.
4. Guests, children, or Members causing disturbances such as using foul language, riding motorcycles, bicycles, skateboards or driving cars in a dangerous manner are considered a hazard and/or nuisance to the Greenbriar 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 at 911 or 242-COPS and (b) submitting a written, signed letter to the Board for follow-up.
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 IX VEHICLES #8.
8. Pet Disturbance - see Section XI G Owner and Pet Behavior.
9. Any disturbance, which could threaten life or 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.
10. The member agrees upon threat of eviction not to:
 - a. Permit guests or other household members to engage in unlawful activities in the unit, in common areas or on the project grounds. These unlawful activities include 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.
 - b. 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.

B. Violation Procedures

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:* 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.
- *Extreme Violations:* 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 Member or resident 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.

XI. GENERAL

A. Cable Service or Satellite Dish Installation

Cable Service: You may, with the permission of the Greenbriar Site Manager, have Cable Service installed in your unit. The Cable Service company may drill through the exterior wall of a unit, but it must be professionally done and there shall be no loose wires. Members are responsible for canceling their Cable Service upon moving away from Greenbriar.

Satellite Dishes: With permission of the Greenbriar Site Manager, a satellite dish may be installed in a Member's enclosed yard. Satellite dishes are to be installed on a pole in the ground or on a pedestal provided by the Satellite Dish Company. They may not be attached to the building, or to the fence or on the roof. The top of the satellite dish may not be more than eight feet above the ground at the point of installation. Satellite dishes may not be more than three feet in diameter. If a Member currently has a satellite dish installed, he or she will not be required to move it.

Unfortunately, not all Greenbriar units are compatible with satellite dishes.

All new incoming Members will be required to sign a form acknowledging they understand the regulation on the installation of Cable Service or a satellite dish. If, after signing this document, a Member moves away from Greenbriar, that Member is responsible for the removal of the satellite dish and any accessories (post, wires, etc.). If that vacating Member does not have the satellite dish removed, Greenbriar will have it removed at the vacating Member's expense. Plus, the vacating Member will pay a \$300.00 fine taken from the Member's Membership refund.

Any damage to the building, or other Greenbriar property, resulting from improper installation of Cable Service or a satellite dish will be repaired at the Member's expense.

B. 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 are 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 (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.

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 requirements the unit owner will be served written notice to immediately correct the stated deficiencies or remove the shed within thirty (30) days.

C. 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. Members are required to sign the pool rules and regulations each pool season and return the signed form to the Site Manager.

Entering the pool when the gate has been locked will result in a \$50.00 automatic fine. The Member responsible for the offender will be charged the fine.

Greenbriar's insurance can be cancelled if the locked pool rule is disobeyed, which would result in the closure of the pool permanently.

D. Yard Sales

In compliance with the City of Albuquerque's rules concerning yard sales in residential areas as set forth in the Comprehensive City Zoning Code (Chapter 14, Article 16 of the City Ordinances), Members are only permitted to sell items at a community-wide once a year yard sale that may be conducted by the Activities Committee.

E. Housekeeping Standards

The Member shall maintain his/her unit in a clean, sanitary, and safe condition. The cost to do repairs or to correct noncompliant conditions (as defined below) due to a Member's negligence or misuse will be at his/her own expense. Per Greenbriar's Occupancy Agreement, Article 14, a Member agrees to comply with all Corporate governing regulations.

Inspections of all units will be done at least once a year. The purpose of the inspections shall be to identify noncompliant conditions or hazards to the life, health, or safety of the occupants and those in the adjoining units. Management and one or more employees will conduct the inspections. The President of the Board of Directors or a designated Board Member will participate as needed.

The condition of a unit shall be evaluated against the standards contained herein:

1. The unit shall smell fresh and be free of noxious odors such as urine, feces, and spoiled food.
2. The unit shall be free of conditions that contribute to infestation of rodents and/or insects.
3. Trash shall be disposed of properly and not be left in the unit.
4. All maintenance issues shall be reported upon discovery, especially gas or water leaks and evidence of mold and insect/vermin infestations.
5. Floors and stairways shall be kept clean, clear, and free of hazards.
6. Carpets shall be shampooed, vacuumed, and free of spots, stains, and damage.
7. Walls and ceilings shall be free of dirt, stains, and damage. Ceiling fans and lighting fixtures shall be clean, operational, and undamaged.
8. The kitchen area, appliances, and over the stove fan shall be free of dirt, grease, and food stains, both inside and out. Counter space on either side of the stove shall be kept free of flammable materials, storage boxes and any items that may catch fire. Cupboards shall be clean and undamaged.
9. Bathroom fixtures shall be free of soil, body oil, mineral deposits, mold, and mildew.
10. Closets and storage areas shall be clean and free of hazardous materials or conditions that prevent the occupant from identifying infestations or water damage. Contents stored/shelved in the closets will be at least one (1) foot from a light bulb.
11. No flammable materials, such as paint remover, gasoline, or gas grill tanks, will be stored in a unit. Flammable materials are to be kept outside and must be in proper storage containers.

12. The water heater and furnace closets shall be free of articles, wiped clean and dry. It is against the City Fire Code to store articles in these areas. Members may not use the attic area for storage or any other purposes.
13. Windows shall be clean and free of mineral buildup. Windows shall not be covered with foil, cardboard, or materials other than drapes, shades, blinds, or standard window treatments.
14. All windows, screens and doors shall be clean and not damaged.
15. Entryways shall be kept clear of trash, furniture, appliances, pet litter, weeds, and dead plants/trees. The entryway shall not be used as a storage area.
16. Patios shall be free of weeds, dead plants/trees, and animal waste. The patio shall not be used as a storage area for trash, household furniture, appliances, etc.
17. The fence shall be in good condition. Tree limbs damaging a fence must be removed.
18. HVAC air flow vents shall be clean, free of dust and not obstructed. The upstairs access panel to the bathtub plumbing shall not be obstructed.

Violation Procedures:

A Member who fails to be in compliance with the Housekeeping standards will be subject to all applicable violation procedures. A Member who has failed two inspections in one year will be required to pass the first inspection in the following year or will be subject to implementation of the eviction procedure. Management /Board have the right to re-inspect a unit at any time following repeated failed inspections.

- *First Inspection:* Members who passed will receive a pass notice two (2) weeks after the inspection. Any existing minor issues that need to be addressed will be listed on the pass notice.

Members who fail the first inspection will receive a fail notice two (2) weeks after the inspection. A second inspection will be scheduled within three (3) weeks of the first fail notice date.

- *Second Inspection:* Members who passed will receive a pass notice two (2) weeks after the inspection. Any existing minor issues that need to be addressed will be listed on the pass notice.

Members who fail the second inspection will receive a fail notice two (2) weeks after the inspection.

There will be assessed a \$100.00 fine which will be rescinded if unit passes the third inspection. A third inspection will be scheduled within three (3) weeks of the second fail notice date.

- *Third Inspection:* Members who passed will receive a pass notice two (2) weeks after the inspection. Any existing minor issues that need to be addressed will be listed on the pass notice.

Members who fail the third inspection will receive a fail notice two (2) weeks after the inspection and will be assessed a \$250.00 fine. The matter will be referred to the Board of Directors for review and implementation of the eviction procedure. A letter from the Board of Directors stating its findings and determination will follow the fail notice.

F. Vines, Plants & Fences

Due to the prolific seeding of elm trees, resulting in their unwanted growth and the difficulty in eradicating such trees, elm trees are not allowed on the premises of Greenbriar. If elm seedlings begin growing in a member's yard or entryway, they must be removed by that

Member. If the Member fails to remove them within a reasonable period, management will remove them at the Member's expense.

G. Pet Policy

The Member shall abide by the Pet Policy of the Rules and Regulations regarding pets living in his or her unit.

The Member of a unit is responsible for any failure to comply with the Pet Policy whether it is the fault of the Member, Resident, Visitor, House Sitter, or Caretaker.

A Member or Resident applicant intending to keep a dog in his or her unit must bring it to Greenbriar for Management to verify if it meets the Pet Policy qualifications for dogs before applying for Membership or Residency. The Member or Resident applicant will also complete the Pet Policy form to determine if a dog or any other pet meets the qualifications of the Pet Policy before applying for Membership or Residency.

1. Definitions

Pets: For these Rules and Regulations, a "pet" shall be defined as a small commonly domesticated animal such as a dog, cat, bird, fish, hamster, gerbil, guinea pig or turtle that is traditionally kept in the house for pleasure rather than commercial purposes.

Specifically excluded Pets are reptiles (except turtles), farm animals, rabbits, ferrets, insects, spiders, mice, rats and exotic animals of any kind as well as animals excluded by City Ordinance.

Service Dogs: Dogs that have been specifically trained to do work or perform tasks limited by illness, or disability for the benefit of an individual.

Emotional Support Animals: Animals that have been trained to improve the lives of other people, such as visiting residents in a hospital or other facility or working with children who are learning to read. They are not Service Dogs.

2. Qualifications for pets to live in a unit

- All pets are limited to common household pets (see definition).
- A dog must be fifty (50) pounds or less when fully grown. Size limit does not pertain to one Service dog or Emotional Support animal per unit.
- Members may have two (2) pets such as dogs, cats or one of each. Not included in this limit are caged birds, fish, turtles, hamsters, gerbils, or guinea pigs. Birds, Fish, Turtles, Hamsters, Gerbils and Guinea Pigs are limited to one cage and/or tank per unit. A fish tank (aquarium) shall not be installed on the second floor.
- A Member or Resident applicant is required to provide proof that each dog or cat has a current Rabies Shot, valid City License, and a Microchip and has been Spayed or Neutered.

When a dog or cat is not age appropriate (cats over five (5) months and dogs over six (6) months) for spaying or neutering the Greenbriar Pet Policy Form will note that the Member or Resident is required to provide proof when the dog or cat is spayed or neutered.

Annually the pet owner must provide proof each dog or cat is up to date on its Rabies shot and City License.

Service dog owners must provide the proper documentation showing a service or therapy dog is trained and certified.

- The dog owner is required to provide a photograph of his/her dog(s) when applying to be a Member or Resident and annually provide an up to date photo.
- Pets grandfathered in before the effective date (December 1st, 2015) of the current Pet Policy will be allowed to remain. When a pet leaves Greenbriar or dies, it cannot be replaced with a pet that fails to meet the Pet Policy qualifications.

3. Owner and Pet Behavior

- Dogs must always be on a leash and under the control of a responsible individual when not in their yard. A leash must be no longer than eight (8) feet per City Ordinance.
- Cats must be kept indoors or in the patio area.
- For health and hygienic reasons, the following areas are off limits to dogs and cats: Pool area, playground, and the Site Manager's office.
- Pet owners must promptly remove and properly dispose of their pet's waste into a dumpster.
- Kitty litter is not to be disposed of in the toilets. Even when a bag of litter says you can dispose of it in the toilet Greenbriar does not allow it due to our aging plumbing.
- Pets cannot be left in a resident's patio 24/7. Any abuse or neglect of a pet will be reported to the authorities.
- Pets who make excessive noise or dogs who excessively bark or show aggressive behavior will be subject to removal, as they are seen as a threat to the peace and safety of the Membership and all who reside at Greenbriar.
- Pet owners are responsible for any damage to Greenbriar or a Member's property. The cost to repair, clean or replace damaged property will be at the Member's expense and added to the monthly carrying charge.

4. Pet Violation Procedures

Please report any pet violations to Management. Upon receipt of a written, signed complaint from Management stating the Pet Policy violation the following will apply:

- *First Violation:* Written notice will be served to the Member describing the violation. Except in emergency situations, the Member will be given three (3) working days to correct the violation.
- *Second Violation:* Written notice plus a \$25.00 fine for failure to correct the violation. If the Member continues to be in violation an additional fine of \$50.00 will be levied.

Actions by Management for the removal of a pet or termination of a person's Membership may occur in the following instances:

If the presence of the pet constitutes a nuisance or creates...

- a threat to the health and safety of those who reside at Greenbriar.
- Or, if the activities of the pet affect the rights of any person residing at Greenbriar and/or to the quiet enjoyment of the community.

5. Emergencies

The normal violation procedure will be bypassed when a pet's conduct or condition is determined to constitute an immediate threat to the health or safety of residents or other persons in the community. Management or a Member should call 911 if a person is being

attacked and bitten. For excessive barking or aggressive behavior contact Albuquerque's 311 number and they will contact Animal Control.

H. Flooring Replacement Policy

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 or safety risk. The Site 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 Site Manager will inspect the flooring and must get approval from the Board of Directors to replace it.

Member Reimbursements for Flooring: If a Member chooses to replace the flooring in his or her unit, his or her must first get approval from the Site Manager for the type, colors, and design plan. The Site Manager must inspect the unit prior to installation to determine if any sub-floor repairs are needed (such as loose floorboards on top floor, or water damage in kitchens and bathrooms). Reimbursements will only be for the current cost of "standard" carpet, linoleum, and installation. The Site 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.

I. Guidelines for the Care of Entryways

For these Rules and Regulations, an "entryway" shall consist of the area from the sidewalk to the front door. The purpose of the guidelines is to enhance our environment and increase the aesthetic value of our property.

- 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 (e.g., mops and brooms) etc.
- Garden hoses must be coiled and neat so that walkways are clear.
- All pots and plants must be clear of walkways to allow easy access to the unit.
- All entries must be weed free.
- All walkways must be clear of pots and plants.
- 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 a Member 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 Maintenance for the entryway to be cleaned and simply landscaped and Member will be charged \$35.00.

J. Smoking Policy at Greenbriar

Smoking at Greenbriar is allowed only at designated outdoor areas that are at least 25 feet away from Greenbriar units. Smoking of any kind is not allowed in Members' units or patios, by either Members or guests, with the single exception of the use of medical marijuana, as required by law.

Smoking Violation Procedure

- *First violation:* A letter from the Board requesting a written or in-person response.
- *Second violation:* Letter from the Board and a \$50 fine.
- *Third violation:* Letter from the Board and a \$100 fine.
- *Additional violations:* Further action by the Board to include possible eviction.

K. Wild Bird Feeding

The feeding of pigeons is forbidden by city ordinance in Albuquerque (<https://www.cabq.gov/environmentalhealth/urban-biology/urban-wildlife/pigeons>). The usual tray or platform styles of bird feeder cause birdseed to be scattered on the ground below, attracting pigeons, and therefore should not be used in the patios of Greenbriar units. Other types of bird feeders, such as tube thistle (Nyjer) seed feeders, mesh feeders, or nectar feeders for hummingbirds, are permitted.

L. Animal Feeding Policy

There is to be **NO** feeding of any wild and/or stray animals anywhere on Greenbriar property including patios. (Refer to Section XI. General, K. Wild Bird Feeding for policy regarding birds). The feeding of stray cats poses risks not just from feral cats but also from other local wildlife species such as coyotes, raccoons, skunks, foxes, and opossums that may be drawn to these feeding stations. Luring these animals into human areas, even unintentionally, poses the same risks to people, pets, and property. The open food also attracts mice, rats, and other vermin and insects to our community.

M. Bulletin Board Policy

Greenbriar community bulletin boards are available for the posting of notices related to Greenbriar business or sponsored activities and public service items of educational, cultural, or civic interest to the community. Posting of notices does not indicate Greenbriar's endorsement of the ideas, issues or events promoted by those notices. All postings must comply with the Governing Documents of Greenbriar Townhouses.

- All notices posted on our bulletin boards must contain the name and contact information of the sponsoring agency and/or Member/Resident name with the date of posting.
- Notices will be removed when they are no longer timely or when space is required for more current items.
- Greenbriar assumes no responsibility for the preservation or protection of any materials posted.

The following will not be posted:

- Harassment, defamatory statements, or unsubstantiated allegations about members, staff, or contractors.
- Materials endorsing or opposing the election of any candidate for public office.
- Materials endorsing or opposing the adoption of federal, state, or local legislation.

N. Camera Policy

Any member may choose to install one (1) wireless security doorbell camera mounted next to their unit front door. Any member may have a security camera in their fenced patio area, but the camera must be mounted below the fence line. Any additional security cameras must be requested in writing to the Board of Directors and prior approval before installation. If requesting such cameras, please give detailed information of placements, sizes, types, installation mount detail, and such.

It is the members responsibility to install, maintain, repair, and remove the camera(s) at their own expense. The member is responsible for the cost of repairing and/or painting where the camera(s) has been installed.

1. Failure to adhere to these rules will result in fines assessed as follows:

- a) 1st Violation will result in a written warning with seven (7) days to correct.
- b) 2nd Violation will result in a \$25.00 fine and seven (7) days to correct.
- c) 3rd Violation will result in a \$50.00 fine and seven (7) days to correct.
- d) 4th Violation will result in the management removing the cameras at the member's expense.

XII. APPENDIX A: LIST OF STANDARD EQUIPMENT AT GREENBRIAR

List of Standard Equipment Provided by the Corporation

Kitchen:

- Stove w/overhead fan and light
- Kitchen sink w/faucet and garbage disposal
- Dishwasher
- Cabinets and counter tops
- Window w/storm window and wooden sill
- Hook ups, outlets and vent for Member owned washer and dryer
- Ceiling light fixture w/cover
- Space and outlet for Member owned refrigerator
- Fire extinguisher
- Light switch w/cover
- Outlet covers
- Vinyl base trim in space for washer, dryer and refrigerator
- Flooring vinyl/tile

Dining Area:

- Ceiling light fixture w/cover
- Light switch w/cover
- Outlet covers
- Flooring carpet

Hot Water Heater Closet:

- Hot water heater – per fire code cannot use this closet for storage

Under Stairs Closet:

- Shelf w/rod
- Ceiling light fixture no cover w/pull switch
- Flooring vinyl/tile

Living Room:

- Sliding glass doors w/screen and storm door
- Ceiling light fixture w/cover at base of stairs
- Light switch w/cover
- Outlet covers
- Smoke alarm
- Flooring carpet/vinyl/tile
- Thermostat

Entryway:

- Front door w/locking door knob and deadbolt
- Light switch w/cover
- Outlet w/cover
- Flooring vinyl/tile

*Adopted by the Board of Directors February 1st, 2014, approved amendments February 17, 2015
at a Board of Directors meeting.*

List of Standard Equipment... (continued)

Bathrooms:

Downstairs:

- Toilet w/cover
- Medicine cabinet w/mirror
- Exhaust fan
- Lighting fixture w/cover above medicine cabinet
- Sink and vanity w/faucet
- Light switch w/cover
- Outlet w/cover
- Toilet paper holder
- Towel rod
- Vinyl base trim
- Flooring vinyl/tile

Upstairs:

- Tub w/shower head
- Tile about tub 48 inches
- Toilet w/cover
- Medicine cabinet w/mirror
- Exhaust fan
- Lighting fixture w/cover above medicine cabinet
- Sink and vanity w/faucet
- Tub w/showerhead
- Toilet paper holder
- Towel rod
- Light switch w/cover
- Vinyl base trim
- Flooring vinyl/tile
- Ceiling vent over sink

Bedrooms:

- Ceiling light fixture
- Closets – all have shelf and rod
- Double closets in master bedroom, light fixture w/no cover and pull switch.
- Single closet in second and third bedrooms, no light fixture
- Window w/storm window, screen and wooden sill
- Light switch w/cover
- Outlet covers
- Flooring carpet
- Smoke alarm

*Adopted by the Board of Directors February 1st, 2014, approved amendments February 17, 2015
at a Board of Directors meeting.*

List of Standard Equipment... (continued)

Hallway and Stairs:

- Handrail for stairway
- Ceiling light fixture at top of stairway
- Light switch w/cover
- Furnace and A/C closet – per fire code cannot be used for storage
- Ceiling light fixture in hallway
- Smoke alarm
- Carbon monoxide alarm
- Flooring carpet

Miscellaneous:

- Paint throughout unit – Versaglo Semi- gloss interior/exterior-Rainier White, ceiling paint is flat white.
- All door knobs
- Porch light w/cover
- Yard light w/cover

NON Standard Upgrades at Member's expense and allowed only by approval:

- Front door screen or security door
- Entryway enclosure w/security door
- Patio covers – see Rules and Regulations
- Awnings – see Rules and Regulations
- Storage sheds – see Rules and Regulations
- Over range microwave
- Over the toilet cabinet
- Additional shelving in any closet
- Ceiling fans with light
- Door bells
- Interior paint color (only light tone accent colors)

Not Allowed:

- Plumbing lines for ice makers
- Wall paper
- Wood paneling
- Refrigerator in stairwell closet
- Additional concrete added to yard
- Stackable washer and dryer
- Cabinetry/counters blocking access to installation of refrigerator, washer and dryer
- Patio decking
- Painting cement patio area and front door entryway
- Closet/storage area over stairwell on second floor

Adopted by the Board of Directors February 1st, 2014, approved amendments February 17, 2015 at a Board of Directors meeting.

XIII.INDEX

certificate of insurance, 5
Co-members, 3
Decorating, 5
Double parking, 12
Earnest Money, 4, 6
EMERGENCIES, 20
Family, 3
Fire Lanes, 12
gas and electric, 5
Inspections, 16
Landlord-Tenant relationship, 3
locks, 5
Management, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21
Member, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21
Membership application, 3
Noise, 13
Occupancy Agreement, 3, 5, 8, 13, 16
Owner and Pet Behavior, 19
pigeons, 21
Repair or Replacement Policy, 7
Standard Equipment, 6
structural changes, 5