

GREENTREE HOMEOWNERS ASSOCIATION
1100 Greentree Parkway
Streetsboro, Ohio 44241



HANDBOOK OF RULES AND INFORMATION

As approved by the Greentree Homeowners Association
Board of Trustees – April, 2017
Second Edition

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I. INTRODUCTION

The Board of Directors welcomes you to the GREENTREE HOMEOWNERS ASSOCIATION in Streetsboro, Ohio.

By purchasing a single family home, cluster home, or condominium in Greentree, you have become a member of the Association, a collective ownership group, which owns the common area property and the Greentree Community Center. As it is with any home ownership, there are costs involved to maintain the property as well as costs for restoration designated to maintain the appearance of the Association.

The purpose of this booklet is to explain how the Greentree Homeowners Association works and to give an overview of the rules and regulations. Greentree was designed as a Planned Unit Development which means "A housing development where a homeowners association administers common property owned and shared by all dwelling Owners in the project. Dwellings are often clustered to allow for more common space and special zoning is required for this kind of development." The Greentree Homeowners Association was created by deed restriction by the developer to maintain the common areas.

Please read through this handbook and keep it handy. This booklet is intended to supplement, not replace, the Declaration of Covenants and Restrictions. Therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration of Covenants and Restrictions shall govern. If something arises that does not seem to be covered by this book, please contact our property management company. You may be asked to put your inquiry in writing if it is something the Board must address.

We hope you will enjoy your GREENTREE lifestyle.

Best regards,

Board of Directors
Greentree Homeowners Association
1100 Greentree Parkway
Streetsboro, Ohio 44241
(Not a Mailing Address)

Reserve Realty Management
480 W. Aurora Road
Sagamore Hills, Ohio, 44067
330-467-0828

II. DESCRIPTION

Greentree Homeowners Association is a planned unit development located in Streetsboro, Ohio. The residents use the services of the City of Streetsboro Police and Fire Departments.

The development is comprised of single family homes and units within condominiums. There are streets and drives that are both private and dedicated and therefore maintained by the Association and the City. The Association also maintains a casualty and liability insurance policy for the common properties.

As a private development, we are governed by our own Declaration. We elect our own Board of Directors from our Owners and the Board manages association affairs on behalf of our Owners. There are nine (9) Board members who each serve without compensation for a term of two (2) consecutive years. There are no term limitations.

Of the nine directors, five (5) members are elected from the single family homes. The remaining four (4) are representatives appointed by the Condominium and Cluster Homeowners Associations. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice President, Secretary, and Treasurer.

The Annual Meeting of the Owners for the election of Board Members is held in the month of April each year. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association. Members shall retain their membership until such time as his/her ownership shall for any reason cease. A member is entitled to one (1) vote for each Lot or Living Unit owned.

The Association retains the services of Reserve Realty Management Co. Nicki Costa, our property manager, can be reached at 330-467-0828 or ncosta@reservemgmt.com.

In addition to administering the Association and attending to the maintenance of the Common Properties, the landscape easements that have been established on both sides of the Right-of-Way for Greentree Parkway, other easements, property rights and any other rights or duties hereby or subsequently granted or assumed by the Association, the Trustees may adopt By-Laws governing the actions of the Trustees, officers, and the Members of the Association.

Additionally, the Trustees of the Association shall fix the date of commencement and the amount of assessment against each Lot and Living Unit as provided in Article IX, Section A herein.

The Condominium or Cluster Home President or designated appointee shall serve on the Board concurrent with his/her term of office in his/her respective Condominium or Cluster Home Association. Three (3) of the five (5) Single Family Board Members shall serve on the Board with his/her term elected in even numbered years; the remaining two (2) Single Family Board Members shall serve on the Board with his/her term elected in odd numbered years. The intent of this cycle of terms of office is to maintain continuity on the Board in that the Single Family representatives shall each serve two-year terms.

Any conflict between this provision and any other provision of the Declaration of Covenants and Restrictions shall be interpreted in favor of this amendment on Board member terms of office.

III. CHANNELS OF COMMUNICATION

The Board of Directors consists of nine (9) individuals who are Owners and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's general business meetings held a minimum of four times a year.

Outside of scheduled Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure your concerns and questions are properly addressed and answered.

IV. ENVIRONMENT OF COMMON PROPERTIES

A. Members' Easement of Use and Enjoyment

Subject to the provisions of the Greentree Homeowners Association (HOA) Declaration of Covenants and Restrictions, every Member shall have a right and easement of enjoyment in and to the Common Properties, such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

1. Extent of Members' Easements

The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, in accordance with the Greentree HOA Declaration of Covenants and Restrictions, to adopt uniform regulations governing the use of the Common Properties.
- b. The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties.
- c. The right of the Association to issue annual permits to non-Members for the use of the common properties including any buildings or facilities.
- d. The right of the Association to limit the number of guests of Members in or upon any of the Common Properties or any buildings or facilities located thereon.
- e. The right of the Association to dedicate or transfer all or part of the Common Properties to any municipality or public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two thirds (2/3) of the total voting power of the Association.

V. INSURANCE

A. Trustee Authorization

1. The Association's Board of Trustees, or its duly authorized agent, shall have the authority

to and shall obtain insurance for all insurable improvements on the Common Properties. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Trustees may purchase "all-risk" coverage in like amounts.

2. The Trustees shall obtain a public liability policy applicable to the Common Properties covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and directors' and officers' liability insurance for the Trustees. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00). Premiums for all insurance shall be an association expense. All such insurance coverage obtained by the Trustees shall be written in the name of the Association, as trustee, for the benefit of the Lot and Living Unit Owners.

B. Insurance Provisions

1. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Trustees of the Association; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
2. In no event shall the insurance coverage obtained and maintained by the Trustees of the Association hereunder be brought into contribution with insurance purchased by individual Lot and Living Unit Owners or Condominium Domains, their occupants, or their mortgagees, and the insurance carried by the Association shall be primary.
3. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by the Trustees and one or more qualified persons.
4. The Trustees of the Association shall be required to make every reasonable effort to obtain insurance policies that will provide for the following:
 - a. a waiver of subrogation by the insurer as to any claims against the Association and its Trustees and its manager, any Condominium Domain and its Board of Managers and its manager, the Owners and their respective tenants, servants, agents, and guests;
 - b. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - c. that no policy may be canceled, invalidated, or suspended on account of the actions of any one or more individual Owners;
 - d. that no policy may be canceled, invalidated, or suspended on account of any defect in the conduct of any Trustee, officer, or employee of the Association or any Condominium Domain or their duly authorized managers without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association or any Condominium Domain, its Trustees, Board of Directors, managers, any Owner or mortgagee;
 - e. that any "other insurance" clause in any policy exclude individual Owners' policies and the policies of any Condominium Domain from consideration; and
 - f. that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

VI. PROPERTY RESTRICTIONS

A. General

1. Each Lot or living Unit shall be used for residential purposes and for no other purpose. That portion of the home constructed on any Lot or Living Unit that was originally constructed for use as a garage shall be used solely for garage and storage purposes.
2. A Lot Owner or Living Unit Owner may use a portion of his home constructed on any Lot or Living Unit for his office or studio subject to the following provisions:
 - a. Such use meets the requirements for a home occupation within the City.
 - b. Such use does not interfere with the quiet enjoyment of any other Lot Owner or Living Unit Owner or occupant of a Lot or Living Unit.
 - c. Such use is compatible with the residential character of Greentree and does not result in the Lot or Living Unit becoming principally an office, studio or school district from a residence. The Trustees may adopt rules which further limit such use.
3. No Lot Owner or Living Unit Owner shall keep, store, or use hazardous or toxic substances or waste (as defined by applicable law or regulation) within any Lot, Living Unit, or within the Common Properties without the prior written consent of the Trustees of the Association.
4. No commercial truck, tractor, motor home or trailer (either with or without wheels), boat or other similar commercial or recreational vehicle, licensed or unlicensed, may be parked or stored on any yard, street or driveway within the Properties except in the confines of a garage.
5. No abandoned, non-licensed, inoperable, partially dismantled or wrecked vehicles of any kind shall be permitted on any Lot, Common Properties or within any Condominium Domain.
6. No Lot Owner or Living Unit Owner shall leave any vehicle, truck, tractor, motor home, trailer, boat or other commercial or recreational vehicle, licensed or unlicensed, operable or inoperable, parked overnight on any street (private or city) within the Greentree Community. Any such vehicle may be towed at the Owners expense.

B. Pets

1. No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance.
2. All pet Owners shall strictly adhere to the Streetsboro City Codified Ordinance's governing pet ownership.
3. Owners must clean up all waste from their pets immediately when in common areas. Pet Owner Lots shall be cleaned of pet waste on a regular basis.
4. Pets cannot be tied on any Common Properties; no stakes, poles or runs are to be placed on any Common Properties.
5. All pets must be leashed when not in a fenced in yard or inside a home. No pets, regardless of type of animal or breed, shall be allowed to roam freely through the community.

C. Clotheslines

1. No clothing or any other household fabric shall be hung outside of any Living Unit or on any Lot.

D. Garbage and Refuse Disposal

1. All garbage, rubbish, debris and other unsightly materials shall be kept out of sight and the Common Properties shall be kept free and clear of such materials.
2. An Owner or Occupant of any Lot or Living Unit may keep such garbage and rubbish as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association. Containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

E. Landscaping

1. The Owner of each Lot and the Board of any Condominium Domain shall mow or cause to be mowed all lawn areas to a height not exceeding four (4") inches. Decorative landscaping, ground cover and garden plants shall be maintained monthly.
2. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
3. No Owner or Condominium Domain shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such drainage areas which may damage or interfere with the installation and/or maintenance of such improvements in such drainage areas or which may change, retard, or increase the flow of water through the respective drainage areas. In the event an Owner or Condominium Domain does so hinder or obstruct the operation or flow of the drainage system, the Trustees, after thirty (30) days' notice to the Owner or Board of Managers of a Condominium Domain, may remove and are hereby granted license to remove any hindrance or obstruction and the cost of removal shall be a charge against the Owner or Condominium Domain and a lien upon such Lot or Condominium Domain. The Trustees shall not have any obligation to restore any landscaping disturbed or removed.

F. Exterior Maintenance

1. The Owner of a Home or a single-family Lot or the Board of Directors of Condominium Domain shall provide reasonable exterior maintenance upon each Lot, home, structure erected on a Lot or buildings containing Living Units as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees shrubs, grass, landscaping, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements.
 - a. Maintenance is defined as: the replacement or refurbishment of a previously approved architectural request with the intent of restoring it to its like new condition (i.e. no color or design change from its original state).
 - b. Maintenance does not require Architectural Review Application approval from the Home Owners Association Board of Directors.

G. Signs, Decorations and Displays

1. No signs of any kind shall be displayed to the public view on any Living Unit except one sign of not more than five (5) square feet advertising the property for sale or rent.

VII. ARCHITECTURAL RESTRICTIONS

A. General

1. No home, unit, addition, building, fence, wall or other structure, shall be added, changed, altered, or installed until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board [or by an Architectural Review Committee composed of three or more representatives appointed by the Trustees].
2. Within any Condominium Domain, such plans or specifications must be approved by the individual Condominium Association, or its Architectural Review Board, prior to receiving final approval from the Greentree Board [or the Association's Architectural Review Committee].
3. No temporary buildings or structures (including, without limitation, trailers, tents, shacks, and storage sheds) shall be erected or placed upon any Lot or within any Condominium Domain without the prior approval of the Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or within any Condominium Domain at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by an Architectural Review Application incident to the maintenance or construction of the Properties.

B. Decks

1. Decks made of wood or composite material will be considered.
2. Wood decks must be stained in any available natural wood color stain. All non-natural wood colors (e.g. black, purple) are prohibited. All other deck materials must also be in natural wood colors.
3. Deck railings shall be a maximum of 42" in height. Railings shall be constructed of wood, composite material, metal, vinyl or combinations thereof.
4. Decks are permitted provided that the complete structure, including stairs, etc. does not extend past the sides of the home. Decks are not permitted to be seen from the front of the home.
5. All deck plans must be approved in writing prior to installation.

C. Fences

1. Fences made of wood, vinyl, composite or metal materials will be considered. **ALL CHAIN LINK FENCES ARE PROHIBITED.**
2. Fences must be a minimum of three (3') feet high and a maximum of six (6') feet high.
3. Wood fences may be stained in any available natural wood color stain. All unusual colors (e.g. black, purple) are prohibited.
4. PVC vinyl and composite material may be used. Vinyl and composite material colors may be white, beige or mimic a natural wood color.
5. Fences are only permitted to be placed from the back corners of the home to the side and

rear property lines as approved by the City of Streetsboro. Corner lots may not install fences that would obstruct sight lines within fifteen (15') feet of the intersection.

6. All fence plans must be approved in writing prior to installation.

D. Pools

1. Pools are permitted to be installed within the lots of single family residences upon prior written approval only; provided further that they meet the following requirements.
 - a) Pools shall not be located in front or side yards, but may be located in rear yards.
 - b) The construction, plumbing and electrical requirements, inspection and other safety facilities shall be regulated by the applicable City codes.
 - c) Every pool defined as a structure shall be completely surrounded by a fence or wall not less than four (4') feet in height; such fence shall be constructed so as to have no openings, holes or gaps larger than three (3") inches in any dimension, except for doors or gates which shall be equipped with suitable locking devices to prevent unauthorized intrusion.
 - d) Owner(s) must sign a waiver of liability form available from the Management Company.
 - e) The Owner(s) is/are responsible for maintenance, repair, and replacement of the pool and surrounding fence.

E. Living Units

1. Roofing Restrictions

- a) Roofing materials shall be asphalt shingles of the dimensional or 3-tab construction.
- b) Roofs shall be a single continuous color and style over the entire structure.
- c) Roofs of individual permanent structures on a single property (i.e. house, shed, etc.) shall have a single uniform shingle construction and color.
- d) Acceptable shingle colors, and shades thereof, shall be:
 - (1) Black
 - (2) Gray
 - (3) Brown
- e) No patterns, symbols, shapes or alpha-numeric characters shall be permitted to be created within the installation of roofing materials other than the original factory pattern of any Board approved shingle.

2. Siding, Gutters & Trim

- a) Siding material shall be vinyl, brick or stone.
- b) Brick and stone materials shall not be painted.
- c) Vinyl siding may not be painted as an acceptable means of restoration.
- d) Acceptable vinyl siding colors, and shades thereof, shall be :
 - (1) White
 - (2) Gray
 - (3) Beige
 - (4) Tan
- e) Gutters shall be white, tan or beige.
- f) Gutters may be painted as an acceptable means of restoration under the condition the final state shall match the original product in quality of installation and appearance.
- g) Trim shall be white, tan or beige.
- h) Trim may be painted as an acceptable means of restoration under the condition the final state shall match the original product in quality of installation and appearance.

3. Shutters & Entry Doors (Man Doors)

- a) Shutters may be painted as an acceptable means of restoration under the condition the final state shall match the original product in quality of installation and appearance.
 - b) Acceptable shutter styles, and variations thereof, shall be:
 - (1) Louvered
 - (2) Paneled
 - (3) Board and Batten
 - c) Acceptable shutter colors, and shades thereof, shall be: (NOTE: No bright colors shall be approved)
 - (1) Black
 - (2) Hunter Green
 - (3) Navy Blue
 - (4) Burgundy
 - (5) Tan
 - (6) Brown
 - (7) Beige
 - (8) White
 - (9) Gray
 - d) Entry door acceptable colors shall include all approved shutter colors in addition to the following (and shades thereof):
 - (1) Classic Red
 - (2) Cream
4. Garage Doors
- a) Garage doors shall be of the traditional, multi-panel, overhead type.
 - b) Garage doors may contain no more than one row of windows.
 - c) Garage door must be white, beige or tan in color and shall coordinate with the color of the house.

VIII. SALE OF A UNIT

- A. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
- B. At the same time as above, the Unit Owner must provide the following:
 - 1. Names of all occupants.
 - 2. Home and business mailing addresses.
 - 3. Home and business telephone numbers.
 - 4. Name, business address and telephone number of any person who manages the Unit on behalf of the Owner.
 - 5. Sales price.
 - 6. Mortgagee.
 - 7. Any change in the information required in Sect. VIII.B.1-6 must be provided to the Board within 30 days of the change.
- C. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

- D. The seller is responsible for providing the following information to the buyer:
1. Copy of Declaration and any amendments.
 2. Copy of the Rules and Regulations.
 3. Unit access door key(s), mailbox, and garage door key(s).
 4. Garage door opener.

IX. MAINTENANCE FEES & COLLECTION POLICY

- A. Assessments, including maintenance fees, may be paid in accordance with one of the following two schedules:
1. A onetime payment in full, for the entire year's assessments, due the first official banking day of January. Payments in full will be considered late if not received by January 10th.
 - a) In the event the Board of Trustees deem an adjustment to the amount of assessments is mandatory (subject to the provisions of Article VII, Section 3 of the Bylaws of Greentree Homeowners' Association), payments in full received no later than January 10th will not relieve responsibility to an Owner for the difference of the new balance due.
 - (1) Should an adjustment in the amount of assessments result from a budget shortfall, the Owner shall have the option of paying the difference of the balance due in a onetime payment due the first (1st) of the month the assessment change is affective or monthly payments subject to the provisions of paragraph IX.A.2. below.
 2. Twelve (12) monthly installments, due on the first (1st) day of the month. Monthly installments are considered late if not received by the tenth (10th) of the month.
- B. A late charge of \$5.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice).
- C. Any payments made shall be applied in the following order:
1. Administrative late fees owed to the Association.
 2. Collection costs, attorney's fees incurred by the Association.
 3. Principal amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and/or foreclosure to be filed against the Owner. Small Claims court action may also be taken.
- E. Any costs, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
- F. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

- G. The Community Center is not available to any account which is delinquent in payment of assessments, including maintenance fees.

X. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.
- B. If a violation occurs within a Condominium or Cluster Home Domain, then the Condominium or Cluster Home Association will have the primary responsibility to enforce it. If the Condominium or Cluster Home Association fails to do so, then the Greentree Homeowners' Association may pursue enforcement.
- C. The Management Company will, in most instances, contact the alleged responsible Owner after receipt of each complaint, and a reasonable effort will be made to gain the Owner's agreement to cease the violation.
- D. If the reasonable efforts to gain compliance are unsuccessful, the unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.
- E. When the breach of any protective covenant occurs within a Condominium or Cluster Home Domain, the Condominium or Cluster Home Association, through its Board of Directors, shall have the primary responsibility for correcting the breach. If, however, the Condominium or Cluster Home Association fails to correct the breach or take appropriate timely action toward correction of the breach, the Association, through its Trustees, may pursue correction of the breach by action against the individual Owner of the Living Unit.

XI. ENFORCEMENT PROCEDURE

- A. The Owner shall be responsible for any violation of the Declaration, Bylaws or Rules (“Governing Documents”) by the Owner, guests, or the occupants, including tenants, if any, of his/her property.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be assessed to the account of the responsible Owner.
- C. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be assessed to the responsible Owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, the Board may:
 - 1. Levy an assessment for actual damages.
 - 2. Levy a reasonable enforcement assessment per occurrence.
 - 3. If the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment not to exceed \$50 per day.
- E. Prior to the imposition of a charge for damages to the common elements or other property, or

an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible Owner specifying:
 - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment.
 - b. A description of the property damage or violation.
 - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment.
 - d. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
2. To request a hearing, the Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board not later than the tenth (10th) day after receiving the notice(s) required by Item E.1. above.
 - a. If an Owner requests a hearing within the allotted time frame, at least seven days prior to the hearing, the board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
 - b. At the hearing, the Board and alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
3. The Association may file a lien for any charges for damages and/or an enforcement assessment and/or damage charges that remains unpaid for more than ten (10) days.

XII. GREENTREE COMMUNITY CENTER

The Greentree Community Center, located at 1100 Greentree Parkway, is available for use by residents of the Greentree Homeowners' Association. The facility is two stories. Capacity of facility is 46 on the top level and 54 on the bottom level. The facility offers Wi-Fi internet connectivity, folding tables and chairs, lavatory facilities as well as a functional kitchen including a gas stove, refrigerator, microwave and garbage disposal.

A. Rental Guidelines

1. Only residents of Greentree HOA current in all Association fees are allowed use of the Greentree Community Center.
2. There is a nominal rental fee for the use of the facility.
3. Renters are required to complete a lease agreement and abide by all rules and guidelines set forth in the document. A liability waiver and release must also be completed.
4. If an individual is requesting use of the Community Center for a Community event, it may be offered at "no charge". In this event the following information must be forwarded to the Board for approval prior to the date of the event:
 - a) The name of the individual 'sponsoring' said event.

- b) What is the intended use.
 - c) The date and time(s) of the event.
 - d) How this no-charge event will be of value to our residents.
 - e) The manner in which our residents will be notified of this event.
 - f) No admission may be charged for this event.
 - g) No person shall monetarily benefit from the event (i.e. Avon, Mary Kay, Discovery Toys, Creative Memories, etc.).
5. All parties using the facility (whether on a 'charge' or 'no-charge' basis) are expected to return the Greentree Community Center premises in as good condition as when received. Failure to do so may result in additional remedies as outlined in the lease agreement.
6. For further information or to schedule an event, visit our website at www.greentreehoa.com or send an email to greentreeclubhouse@gmail.com.

XIII. APPENDICES

As a courtesy to our residents, we have included copies of the following forms to be used should the need arise. If you need additional copies or information, please visit the Greentree Home Owners Association website at www.greentreehoa.com or notify the Management Company during normal business hours.

- A. Architectural Review Application
- B. Pool Liability Waiver and Release