

***RULES AND REGULATIONS of
GREENBRIER CONDOMINIUM APTS. and GREENBRIER ASSN., INC.***

April, 2019

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1. RULES COMPLIANCE

A. Owner responsibility for compliance. Owners shall be responsible for making his/her lessee and any guests or visitors aware of the covenants and rules of the Greenbrier Association and apprise them of the importance of compliance. Warnings will be issued and further steps taken if compliance is not met by owners, their approved lessees, and their guests.

B. Violations. Any resident or personnel observing an infraction of any of Greenbrier's rules is encouraged to discuss the infraction in a neighborly fashion with the person concerned in an effort to secure voluntary compliance. If the complaint is not resolved, it should then be put in writing, signed and presented to the Board of Directors and Property Manager. The matter may then be turned over to the Association's Rules Enforcement Committee for further action. This can include the levying of fines, suspension of rights and/or referring the matter to the Association's attorney.

2. OCCUPANCY LIMITS AND GUESTS

A. Occupancy limit. No more than four persons may reside in Greenbrier apartments. Temporary houseguests are not considered residents for purposes of this limitation.

B. Guests.

1. *Guest approval required if Owner/lessee is absent.* In the absence of the unit Owner or lessee, approval is required before guests may occupy a unit. The Owner or lessee must submit the *Guest Approval Form* [See Appendix.] to the Board Secretary (or other designated member) in advance of their stay. If proper notification is not received but the unit appears to be occupied by another person(s) the police may be contacted.

2. *Limit to stay of non-family guests.* In the absence of the unit Owner or lessee, non-family guests are limited to staying no more than 30 days within a 12-month period. Any occupancy over 31 days will constitute a lease as restricted by these *Rules and Regulations* of the Association whether or not a lease with financial gain occurred.

3. *Informing guests of rules.* It is the obligation of the unit Owners or lessees to apprise their guests of Greenbrier's *Rules and Regulations* and furnish them with a copy.

4. *Use of pool and common areas.* The pool and other common elements shall not be used by anyone other than Owners and approved lessees, their houseguests, and approved guests.

3. PROPERTY APPEARANCE AND DECORUM

A. Property appearance.

1. *Displays of personal property.* Personal property, such as shoes, brooms, buckets, shopping carts, lawn chairs, beach and fishing equipment, etc. should not be visible outside the unit, including at the entrances to individual units. However, Owners are permitted to attach decorative elements to the walls by their apartment doors as long as the adjoining Owner does not object. If they make holes in the wall and later remove the items, Owners are required to repair those holes and repaint the area. No items may be placed on the floors of the common area that might be an obstacle. No clothes, towels or other articles should be hung over the banisters or railings. Bicycles must either be stored within the unit or in the designated area(s) on the south side of East Building. Items should not be shaken over the railings, out of windows, or at the first-floor entrances of the buildings.
2. *Porch appearance.* Porches may be used to dry clothing, towels, or other items if these items are not visible to other residents. Porches must present a neat and orderly appearance. Window treatments such as draperies, blinds, or verticals, on porches and apartment front windows should be of neutral color and present a neat and orderly appearance as when viewed from the outside.
3. *Storm shutters.* Since we want Greenbrier to have a lived-in look, exterior storm shutters may not be installed or closed except during hurricane season (June 1st to November 30th) and must be removed or opened by the end of that season.
4. *Property storage.* Personal property may only be stored in assigned storage areas. Unauthorized items will be removed at the Owner's expense.

B. Decorum.

1. *Recycling.* Greenbrier follows the guidelines outlined by the Solid Waste Authority. All items to be recycled should be placed in the appropriate bin or taken to the SWA Recycling Center on Military Trail. (See Appendix.)
2. *Limiting noise.* After 10 PM, residents should try to limit the sound coming from their apartments so as not to disturb their neighbors. In particular, they should reduce the sound level of their televisions and audio systems.

C. Care in absence of Owner.

1. *Key access.* Unit Owners are required to provide the Association with keys to their apartments for use in emergencies. If residents ever misplace or lose their keys, they may contact the person whom the Board has designated as being responsible for key emergencies.
2. *Caretaker required for unoccupied units.* Units unoccupied for three months or more must be visited monthly by someone authorized by the unit Owner to insure that nothing irregular has developed and that the A/C unit is functioning. All units must list the name and telephone number of their caretaker on the information sheet provided on the bulletin boards.
3. *Long-term vacancy.* Units unoccupied for 12 months or more must be inspected by a professional exterminator at least every six months and treated, if necessary until the unit is fully reoccupied for 30 days or more. The cost of this service is the responsibility of the unit Owner.

4. USE OF PUBLIC AREAS

A. Vehicles and parking.

1. *Assigned spaces.* The Board of Directors has the sole right to designate a particular parking space for all residents. Assigned spaces may be mutually exchanged in writing between Owners with Board approval. Unit Owners with a second vehicle must park one of their vehicles in a non-assigned space based on availability.
2. *Parking permits and guest registration.* Unit Owners will provide their guests with the Guest Parking Permit card which indicates the number of the unit they are visiting. Guests are also required to complete the guest register found in each building.
3. *Enforcement.* The Board is authorized, at its option, to take appropriate action to enforce compliance with these regulations.
4. *Unauthorized or suspicious vehicles.* Unauthorized vehicles may be reported to the member of the Association in charge of rules compliance for that building. Unauthorized vehicles are subject to being towed away at the Owner's expense. All residents are encouraged to report suspicious vehicles to the Juno Beach Police Department with Greenbrier's code #002-04.
5. *Vehicle restrictions.* Certain types of vehicles are restricted from parking at Greenbrier: panel trucks and others customarily used in conjunction with a commercial business, boats, recreational vehicles, motor homes, mobile homes, campers, trailers, buses, motorcycles, pick-ups with uncovered beds, or any other commercial-type vehicles. Also restricted are any vehicles with business information, advertising, etc.. Commercial vehicles are permitted, however, while they are serving Greenbrier residents. As any list cannot describe all prohibited vehicles, the Board of Directors retains the right to determine whether a vehicle is authorized or not.
6. *Propriety of the parking areas.* All motor vehicles must be maintained so as not to create an eyesore in the community and not to cause damage to the Greenbrier property. Vehicle Owners are responsible for any damage caused to the parking lot pavement by leaks of motor oil, or other fluids. Violations should be reported to the Property Manager. No repair (including oil change) of a vehicle shall be made within Greenbrier except for minor repairs, such as those necessary to permit removal of a vehicle.
7. *Use of the canopy area.* No vehicle may park under the canopy at the entrance of the West Building. This area is for passenger loading and unloading only.

B. Pool area.

1. *Restrictions on pool use.* The pool is only for the use of residents, their resident houseguests, and approved guests. Please make sure that you and your guests observe the rules that are posted there. Pool hours are dawn to 10 PM.
2. *Health and safety.*
 - a) Please note that state inspectors make unannounced visits to the pool and have the right to close it on the spot if the health and safety regulations are not being complied with.
 - b) Diving or jumping into the pool is not allowed, nor is running in the pool area.
 - c) In order to ensure that health, safety and decorum rules are followed at all times, we ask parents to ensure appropriate supervision of their children.
 - d) The bathing load of the pool as determined by the Health Department is 15 persons.
 - e) Waterproof garments should be worn when necessary.
 - f) Only plastic containers and cans—not glass—are permitted in the pool area.
 - g) Please clean up after yourself and take out what you bring in. Do not leave food or food wrappers in the poolside trash container lest we attract animals.
 - h) Cigarettes must be properly discarded.
 - i) Use of the pool is at your own risk.

3. *Keeping it clean and tidy.*
 - a) Sunbathers and swimmers must use a large towel on the pool furniture so as to keep it clean.
 - b) After visiting the beach, wash off sand using the beach shower or the car wash area.
 - c) Please shower each time you reenter the pool as this reduces the need to add additional chemicals to the pool water. However, please refrain from using any personal hygiene products such as soaps or shampoos when showering.
 - d) Return chairs and umbrellas to their original positions when you leave the area.
 - e) Please dry off and wear non-skid foot coverings rather than go bare-footed before entering the lobby so as to keep our carpets clean.
4. *Decorum in the pool area.* Everyone is reminded to be considerate of others and to keep their voices at a moderate level; keep in mind that conversations carry very easily and can be heard in neighboring apartments. Please only play music if you are using earphones. Shouting and loud noises are prohibited. Also, please do not reserve chairs if you or friends are not present—First come, first served!

C. Laundry rooms.

1. *Hours.* Laundry rooms may only be used during the hours of 7 AM to 11 PM.
2. *Non-commercial use.* Washers and dryers are reserved for the everyday household laundry of residents and may not be used for commercial purposes.
3. *Usage of laundry rooms.* Please respect the rules posted in the laundry rooms. In particular, please be considerate of the next user by keeping the machines clean, removing lint from the dryer's trap after each use, and picking up laundry as soon as the machine has finished. If there is ever a problem with a machine, please report it to the person whose name is posted in the room.

D. Barbecuing. No cooking is allowed on porches, sidewalks, or vestibules. Outdoor barbecuing should only take place on our outdoor gas barbecue. Please clean up immediately after barbecuing is completed. When using the barbecue, please be sure to turn off both gas taps right after use and remind yourself to cover the barbecue once it has cooled down.

5. REPAIRS, ALTERATIONS, AND EQUIPMENT

A. Maintenance personnel. Owners/lessees are not authorized to give orders to maintenance personnel, and personnel are instructed not to take them. Residents may request that maintenance personnel perform everyday maintenance jobs in the common areas by using the signup sheets in their building. Any requests for more important maintenance work, such as doing painting, must be directed to the Property Manager. In-unit maintenance, however, is strictly the responsibility of the owner.

B. External appearance of units. Article V, Section B, of Greenbrier's *Declaration of Condominium* prohibits any owner from changing the appearance of any portion of the exterior of the unit or building without the formal approval of the Board using the Architectural Change Form. (See Appendix.) However, see also Section 3.A.1 of these Rules, which may allow decorative elements.

C. Structural changes. No structural change is permitted to any interior partition without written approval by the Board. (See Architectural Change Form.)

D. Carpeting and tiling (not including porches): Floor coverings such as tile and wood may be used in kitchens and bathrooms, however, suitable sound-deadening under-layers must be installed. No floor covering other than carpeting may be installed in second and third floor units unless prior written approval is granted by the Board. (See Architectural Change Form.)

E. Porch area regulations.

1. *Flooring for glassed-in porches*. On floors two and three, floor coverings are permitted for glassed-in sunrooms but only if they are non-permanent, so that they can be lifted easily for periodic concrete/slab inspections.
2. *Flooring for screened porches*. Residents are not permitted to lay carpeting or any other material on the floor of screened-in porches if it retains moisture. Concrete must be allowed to “breathe” and dry out after rainfalls. Otherwise, saline saturation can damage the concrete and owners will be held liable for the cost of any subsequent repairs.

F. Washers and dryers. Washers and dryers are not permitted in the units.

G. Air conditioners. Air conditioning equipment is limited to the existing wall cavity. No other air conditioning installation that extends to the exterior of the unit is permitted. Air conditioners in West Building units -07 and -08 must be wall-mounted whenever existing floor-mounted machines are being replaced.

H. Repairs and alterations.

1. *Window repairs*. Repairs to windows on the front and sides of apartments, including window glass and screens, are the responsibility of the unit Owner. However, if the window sash has deteriorated to the extent that it is no longer repairable, this should be reported to the Board in writing. The Association is responsible for the purchase and installation of such windows, however, the Owner is responsible for the difference in cost between standard and impact glass as the latter is required by Code. Repairs to window glass and screens remain the responsibility of owners.
2. *Exterior door repairs*. Repairs to exterior doors are the responsibility of the Association. However, if a door needing replacement has been modified in any way, then that which is not original is the Owner's responsibility. Maintenance of screen doors is the responsibility of the Owner.
3. *New doors and windows*. If owners would like to replace any exterior door or window, they may propose this to the Board, providing photographs and other specifications. (See Architectural Change Form.) For windows, they must demonstrate: that the glass is only clear or lightly tinted gray rather than colored; that panes have muntins in the same positions as the original; and that frames are white. As stated in the Association documents, the original external appearance of the buildings must be preserved.
4. *Electrical and plumbing repairs*. Owners are responsible for the repair of taps (including their apartment's main water shutoff valve), outlets, appliances (including water heaters), etc.. The Association is responsible for any necessary repairs to conduits, ducts, pipelines, and wiring. If a resident believes that the source of a problem is exterior to the unit, this must be referred to the Property Manager, who will make that determination.
5. *Repairs to interior surfaces*. Owners are responsible for repairs to their interior walls, ceiling and floor surfaces. The Association is responsible for the maintenance of outside walls. When repairs require the removal of any porch floor surface which owners have laid down, owners are responsible for its removal. The Association bears no responsibility for the cost of its removal or replacement. Once porch repairs are complete, the unit Owner continues to be responsible for the cost of interior caulking and painting.

6. *Repairs to porch screen enclosures.* The repair of porch screens is the responsibility of the Owner. However, the repair of the screen structures is the responsibility of the Association.
7. *Installing glass on porches.* Owners wishing to either replace or install new sunroom glass enclosures must submit detailed specifications to the Board for prior approval. (See Architectural Change Form.) Due to the weight of the glass, impact glass enclosures are not permitted on the exterior of second and third floor porches. Any time Owners are installing or replacing porch glass, Code requires that the apartment must have at least one layer of hurricane impact protection between the outdoors and the apartment interior, such as interior sliding doors with impact glass or storm shutters.
8. *Repairs to glass-enclosed porch sunrooms.* Owners are responsible for maintaining glass enclosures. When concrete repairs are needed on a porch and this requires the removal of a glass enclosure, the Association will aim to reinstall it if it is in good condition, if this is feasible, and if it is permissible under Code. As each glass enclosure has a unique history, the Association will have to consult with the Owner to determine the best remedy when an enclosure needs to be reinstalled or replaced. Building Code will ultimately determine the available options. As noted in the section above, Code requires at least one layer of impact protection between the exterior and interior.
9. *Other porch fixtures.* Some owners have installed porch fixtures apart from the original screen enclosures or sliding glass windows. These might be hurricane shutters, Plexiglas windows, window shades, floor coverings, decorative elements, etc. If such items interfere with required repairs, owners must bear the cost of having them removed and subsequently replaced.
10. *Redecorating costs.* Whenever porch or window repairs take place, owners are responsible for the cost of redecorating.

I. Insurance for impact damage. The Association insures against damage to glass on the exterior of our units, i.e., the glass which is directly exposed to the elements. Whenever owners have installed exterior windows on their sunroom porches, only that glass is thereafter insured and not the glass of the interior sliding doors. Insurance coverage is only for potential damage to glass itself and not to porch window frames, which are the responsibility of the Owner. Glass is insured only up to the value of standard rather than impact glass.

J. Supervision of contractors. The unit Owner is responsible for making sure that all any contractors working for them do not unduly disrupt other occupants or cause damage to any part of the exterior or interior of the building. Construction debris may not be left on the walkways or other outdoor areas. Contractors are required to remove debris from Greenbrier and are not permitted to dispose of it in our dumpsters. Owners are responsible for any clean-up, repair or removal costs that their contractors may incur.

6. SALES AND TRANSFERS

- A. Restrictions on ownership. Owners should note that Greenbrier's legal documents specify that apartments may not be owned by a corporation, partnership, or any other business entity other than an estate trust. No person (or other legal entity) may own more than two Greenbrier apartments.
- B. Procedures. When any unit owner wishes to sell or transfer any interest in a dwelling unit, the following procedures and provisions must be complied with:
1. *What Owner provides for buyer.* All owners must provide their prospective buyers with copies of the following documentation:
 - a) a copy of the recorded condominium documents for Greenbrier Association, Inc. and Greenbrier Condominium Apartments (i.e., the *Declaration of Condominium*, as amended, the *Articles of Incorporation*, and the *By-Laws*);
 - b) these *Greenbrier Rules and Regulations*, as amended from time to time.
 2. *What Owner provides for Board.* Sufficiently prior to closing, an Owner must notify the Board of Directors of an intention to sell, and must provide the Board with these items.
 - a) A fully completed *Greenbrier Application for Sale* form. [See Appendix.]
 - b) An executed photocopy of the proposed purchase and sale agreement or other contract which embodies the intended transfer.
 - c) A transfer fee of \$100 (one purchaser) or \$200 (two purchasers, unless they are married or one is a dependent child) payable by the buyer with a certified check or money order to *Greenbrier Association, Inc.*. The Owner is responsible to ensure that the check is attached when submitting the completed application.
 - d) The property manager must be notified of transfers of ownership among family members or to a Trust Arrangement so that our billing reflects current ownership (a copy of the new deed is required for our records.)
 - e) Identity details (copy of driver's license, social security number, etc.) specified on the *Application for Sale* that are required so that a background check can be performed.
 - f) Any other documents and information that may be reasonably required by the Board of Directors.
 3. *Right of first refusal.* The Association has the right of first refusal before any sale.

7. LEASES

A. Restrictions on Leasing.

1. *Term restrictions.* A Greenbrier Owner may not lease his/her unit for a term of less than three months. A unit may not be leased for a term longer than 12 months, although leases may be renewed.
2. *Subletting not permitted.* Units may not be sublet.
3. *No rental until a year after purchase.* The *Declaration of Condominium*, as amended, does not permit an apartment to be rented during the first year after purchase unless it was transferred within an immediate family.
4. *Only one lease at a time.* If a person/legal entity owns more than one unit, they may not lease more than one at a time.
5. *Permitted Pets.* Lessees are not permitted to keep indoor-only pets unless they are service or support animals.

B. Procedures

1. *What Owner provides for Lessee.* All owners must provide their prospective lessees with copies of these *Greenbrier Rules and Regulations*, as amended from time to time.
2. *What Owner provides for Board.* Sufficiently prior to occupancy under a lease, which includes the renewal of any lease, an Owner must notify the Board of Directors of an intention to lease and must provide the Board with the following:
 - a) A fully completed, signed and dated *Greenbrier Application for Lease* form. [See Appendix.] This form requires that the Owner has furnished the Board with:
 - (1) An executed photocopy of the proposed lease, with the amount of rent and security deposit deleted if desired, by the Owner and lessee.
 - (2) A transfer fee of \$100 (one lessee) or \$200 (two lessees unless they are married or one is a dependent child) payable by the lessee with a certified check or money order to *Greenbrier Association, Inc.* The Owner is responsible to ensure the check is attached when submitting the completed application. This fee is waived for those who have previously leased.
 - (3) A signed certification statement from the lessee(s) that they have been furnished the Association's *Rules and Regulations*, that they have read same and agreed to comply with the same. This includes their agreeing that no more than four persons may reside in apartments as well as that they will not sublet the unit.
 - b) Any other documents and information specified on the *Application for Lease* which are reasonably required by the Board of Directors.
3. *Leases void without approval.* All leases, including lease renewals, must be submitted to the Board of Directors for approval before they become effective. The Board reserves the right to approve or deny a lease within 10 days of receipt of an application. The Association has the right to conduct a criminal and financial background check on all proposed occupants under the lease. Any lease which is not authorized pursuant to Greenbrier's *Rules and Regulations* shall be void unless subsequently approved by the Board. The Association's remedy for noncompliance here shall include the right to remove the occupants by any legal means available by law or under the condominium documents, as amended from time to time.

8. INDOOR-ONLY PETS

- A. Permitted Pets. Owners, but not lessees, are permitted to keep indoor-only pets, such as a cat but not rodents or reptiles.
- B. Restrictions.
1. All pets must be up to date with inoculations and any other requirements of Florida state law.
 2. Pets are never permitted to be free on Greenbrier grounds or public common areas.
 3. Litter for indoor pets must be securely bagged before being discarded and must never be disposed of in the toilets.

9. DOG RULES AND POLICIES

- A. Ownership restrictions. In cases where an Owner has provided documentation to the Board demonstrating that they have the need to keep a dog as a service animal or support animal as defined by law, one dog is permitted per unit. Only Greenbrier owners, not lessees, are permitted to keep a dog.
- B. Screening and Registration. Before occupying a unit with a service or support dog, its owner-keeper must complete a *Registration Form for Service or Support Dogs*. A current photograph should be attached. The Owner must also provide evidence that the dog has a valid license and required shots.
- C. Restrictions.
1. Dogs may not be let free on Greenbrier grounds or public common areas and must be kept on a short leash. They are not permitted in the pool area.
 2. Dogs must be up to date with inoculations and any other requirements of Florida state law.
 3. Keepers should not bring their dogs into the elevator if it is already occupied and should always allow other residents to pass first in the hallways, walkways, and stairwells.
 4. When taking their dogs for a walk, keepers should quickly escort them away from our buildings, ideally, going directly to the lake area. Keepers are responsible for immediately cleaning up after their animals, securely bagging their droppings, and discarding them in the dumpsters.
 5. Keepers are responsible for any damage caused by their dogs. Any damage caused by cleaning products or other such materials used in an attempt to remedy said damage is also the full responsibility of the keeper, who will also be required to pay the cost of any cleaning or repair.
 6. No dog shall be allowed to become a nuisance. Examples of nuisance behaviors are:
 - Dogs whose behavior causes personal injury or property damage.
 - Dogs that make noise continuously for extended periods.
 - Dogs that relieve themselves on walls or floors of common areas.
 - Dogs that exhibit aggressive or potentially dangerous behavior.
 7. Greenbrier owners are responsible for the dogs of guests who visit their units; such animals are subject to the same restrictions as those of unit owners. Owners bear direct responsibility for any damage or fines incurred by their guests.
 8. Keepers shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their dogs or those of their guests.

Greenbrier Association, Inc. Internal Rules and Guidelines

1. SPEAKING AT BOARD AND MEMBER MEETINGS

As per state law and within the limits set by *Robert's Rules*, only directors have the right to speak repeatedly, to speak at length and to vote at Board meetings. If the Secretary and Treasurer (or in the event of their absence from a meeting, their Assistants) are not directors, they will only be recognized by the Chairperson when their designated agenda items arise.

After directors have had the opportunity to speak on an agenda topic at a Board meeting, the Chairperson will normally invite other persons present to speak, but only if that discussion is focused on the agenda topic at hand. Members who are not directors should inform the Chairperson in writing at the beginning of a Board meeting if they wish to speak on a specific topic. Time permitting, other members may be recognized as well. Because the Board needs to carry out its business in a timely and orderly fashion, the Chair may restrict such member to speaking only once per agenda topic and may limit their speech to three minutes.

As per *Robert's Rules*, the Chair will recognize only one person in the room to speak at a time. Everyone has a right to speak without interruption. Any other conversations should be ruled out of order, including those from persons attending by phone.

Discussion should be tactful and courteous. The Chair will not permit back-and-forth debate between directors, members, the Property Manager, and officers.

2. ROLES OF DIRECTORS AND OFFICERS

[See Articles of Incorporation, Article IX; By-Laws, Article IV; Florida Statutes Chapter 718]

A. Eligibility of directors and officers

The President and Vice-President must be directors but the Board may appoint other officers who are not directors. The same person may hold two officer positions; however, the President may not also be the Vice-President, Secretary or Assistant Secretary. A spouse who is not an owner is eligible to be a director or officer.

B. Chairman of the Board

The President acts as the Corporation's Chairman of the Board and as the presiding officer at meetings unless the Board has elected another officer to do that. In the absence of the Chairperson, the directors shall designate one of their own to preside.

C. President

The President has the powers of an association's chief executive, including the power to appoint committees. The President signs all legal documents on behalf of the Board, including approval of applications for leases and sales.

D. Vice-President

The VP exercises the powers and duties of the President when he/she is absent or disabled. He/she generally assists the President and performs other duties prescribed by the Board.

E. Secretary

Secretarial responsibilities include posting notice of meetings and informing the Welcome Committee whenever there is a new owner or renter. In addition, the Secretary will act on the Association's behalf in keeping track of which persons may be staying as guests in the absence of owners. Many secretarial responsibilities have been delegated to the management company by the Board in accordance with state law. When they are delegated, the Secretary still maintains oversight responsibilities.

F. Assistant Secretary(s)

An Assistant Secretary, if any, performs the duties of the Secretary only when he/she is absent. An Assistant Secretary has the speaking status of a regular member during Board meetings.

G. Treasurer

The Treasurer is responsible for ensuring that the accounts of the Association are properly kept and keeps the Board informed of the status of the accounts and the financial well-being of the Association. The Treasurer works with the Property Manager to propose the annual budget of the Association. Treasurer responsibilities may be delegated to the management company by the Board in accordance with state law. When they are delegated, the Treasurer maintains oversight responsibilities.

H. Assistant Treasurer(s)

An Assistant Treasurer, if any, assists the Treasurer in any way he/she requests. When the Treasurer is absent, the Assistant may be asked to perform his/her duties. An Assistant Treasurer has the speaking status of a regular member during Board meetings.

3. ROLE OF MANAGEMENT COMPANY

A. Community Association Manager (CAM)

Along with management of the property itself, the CAM has been delegated responsibilities to prepare the agenda for board meetings, take minutes for these meetings, manage all lease and sale transactions, keep and affix the seal of the Corporation, and maintain the official records.

The Property Manager serves as the Association's parliamentarian during Board meetings, stepping in whenever appropriate to provide guidance regarding proper procedures and processes.

The Secretary is authorized to be in communication with the Property Manager only insofar as it pertains to his/her defined role. The Treasurer is authorized to be in communication with the Property Manager only insofar as it pertains to Association financial matters.

For all other business, the President is the Association's sole interlocutor with the Property Manager and management company. During Board meetings and throughout the month, only the President (apart from the Secretary and Treasurer within the context of their limited roles) is authorized to request items from the Manager or request that he/she take actions.

B. Contact with vendors

The only persons who are authorized to create or change work orders with vendors (plumbers, electricians, landscapers, pool personnel, etc.) are the Property Manager and the President. When these people are unavailable and there is an emergency, the Vice-President or other officer should be contacted.

In the case of our washers and dryers, however, the Board has authorized Doris Yacek or Jo Ann Farawell to contact the repair personnel.

C. Budget categories

Any spending on long-term maintenance of our buildings, utility supply lines, roads, sidewalks and amenities, is paid out of the Reserve Account whenever the item will have a life of more than two years and a cost greater than \$2000. Otherwise, these expenses are paid out of the Operating Account.

D. Spending authorizations

When there are maintenance issues that are preventative or necessary and expected to cost \$500, the Property Manager is authorized to proceed with them without obtaining prior Board approval.

The President is similarly authorized to proceed when the expected cost is up to \$1000. If there is an immediate safety issue, the President can authorize any sum without Board approval, though this requires Board ratification at the next meeting. Alternatively, the President can call an emergency Board meeting without waiting for the normally required posting period.

With the exceptions of emergencies, Florida Statutes require associations to get three bids whenever a job would cost over \$5000.

4. DIRECTOR/OFFICER RESPONSIBILITIES

A. Contact with public officials and vendors

Unless otherwise authorized by the Board of Directors or by the President, no director, resident, or other person may contact any vendor, government official or government staff, concerning Association affairs. Likewise, they are not permitted to sign off on invoices or contracts without written authorization from the President.

B. Contact with owners

Directors, in their role as agents of the Corporation, are proscribed from formally engaging with Owners, Lessees or other parties. This includes offering assurances that the Association will take responsibility to undertake repairs, maintenance tasks, or any other obligation that might incur a financial or legal liability for the Corporation. Directors should simply tell owners to refer to the Rules and Regulations and/or to refer them to the Property Manager. In the event that any unauthorized liability is incurred, the Association will hold such a director personally responsible for any cost or penalty.

C. Responsibility for sharing information

All directors and officers have a fiduciary responsibility to inform the Board whenever they gain knowledge of any matter which might have an impact on the financial, legal or general well-being of the Association.

D. Contact with Association's Attorney

Whenever a direct meeting with the Association's Attorney takes place, either by phone or in person, either the President or Vice-President should be included. At least two directors, including one or both of these officers, should be present.

The Property Manager is authorized to seek legal counsel on behalf of the Association when it is authorized by the President or Vice-President, who should be included in any correspondence.

E. Business Email Etiquette

Before sending any email to all Board members, directors and officers should consider whether it is really necessary to send it to the entire group. Even when replying to a group email, it is usually sufficient to give feedback to the original sender alone unless there is an online discussion that may lead to a decision being

taken by the directors.

Because directors and officers are representatives of the Corporation, which can be held responsible for any statements they make, they have a fiduciary responsibility to refrain from sending any group mailings to members concerning Association affairs; such communications must always be approved by the Board and sent out in the name of the Board.

The President or Property Manager may respond to any letter sent to the Board when it concerns everyday business. The Secretary and Treasurer may also respond to such letters which are in their specific domains. On the other hand, when a legal or other sensitive matter is raised in a letter, this should be brought to the attention of the Board before any response is given. It is inappropriate for other directors or officers to respond to correspondence, even though it may have been copied to them.

5. REIMBURSEMENTS FOR ASSOCIATION EXPENSES

In accordance with Greenbrier Association, Inc, Internal Rules and Guidelines, Section 3D, Spending Authorizations, only the President, or the Vice-President in the absence of the President, as well as the Property Manager are authorized to spend Greenbrier funds without Board approval. Requests for reimbursement should be made to the Property Manager. Original receipts are required. The Property Manager will process for review and, if approved, reimbursement.

Greenbrier Association, Inc.

Registration Form for Service/Support Dogs

Date: _____

Dog keeper's name(s): _____ Unit #: _____

Dog's name(s): _____

Breed of dog: _____

Color: _____

Age of dog: _____

A photo of the dog is attached: Yes ___

Proof is attached that the dog is licensed in Florida: Yes ___

Proof is attached that the dog has been inoculated (in conformity with Florida law): Yes ___

I have read the Association's *Dog Rules and Policies* and agree to abide by them. I accept that the Association has the authority to assess and collect fines for violations of the rules pertaining to dogs and to assess and collect amounts necessary to repair or replace damaged areas or objects. I acknowledge that I will be assessed for any fines that might be charged to me for failure to abide by these rules.

Dog keeper's signature _____ Date _____

Please submit these documents to:
Greenbrier Association
c/o GWM Property Management
PO Box 2433, Jupiter, FL 33468

Documents may be hand-delivered to:
GWM Property Management
601 Heritage Dr., Suite 131
Jupiter, FL 33458

If you have questions, please contact our Property Manager, Glenn Mangan.
(561) 951-6590 Fax: (561) 694-2106
smb195755@comcast.net

Appendix C

Greenbrier Association, Inc.**Application for Lease**

This application must be fully and truthfully completed, signed, and dated. It should be submitted to the management office by mail or by hand and accompanied by:

- A copy of the fully-executed lease.
- A certified check or money order for \$100 per lessee made payable to *Greenbrier Association, Inc.* If more than one lessee, only \$100 is required if they are married or one is a dependent child. This fee is waived for those who have previously rented at Greenbrier.
- A copy of each lessee's driver's license and vehicle(s) registration.
- If a service or support animal is required as per federal law, this application must also be accompanied by Greenbrier's application form and its accompanying documents.

Note that lessees are not permitted to take residence until the Owner has been given written approval by the Association's Property Manager.

A. Owner information

Name(s) of unit Owner _____ Unit no. _____

Address of Owner _____

telephone(s) (please specify if cell, home, business) _____

e-mail _____

B. Certification

I/We, the Owner(s) of this unit, certify that a bona fide offer, a copy of which is attached, has been received in writing for the lease of unit no. _____. The expected occupancy date is _____. The proposed lessee has been given a copy of Greenbrier's *Rules and Regulations*. I wish to accept this offer and hereby request the approval of the Board of Directors within 10 days of the management company's receipt of all the required application documents and fee.

C. Lessee information

Number of persons who will normally be in residence when occupied: ____ and their names:

Lessee 1 information

Name: _____ DOB _____ Soc. Sec. No. _____

If the Lessee has previously rented at Greenbrier in was in (year) ____ from owner _____

Lessee's current address _____

telephone(s) (please specify if cell, home, business) _____

e-mail _____

present employer: _____

employer address: _____

in emergency, contact _____ telephone _____

Driver's License (state, number) _____

Vehicle make/model: _____ Year: ___ Color: _____ Plate: _____

Lessee 2 information

Name: _____ DOB _____ Soc. Sec. No. _____

Lessee's current address _____

telephone(s) (please specify if cell, home, business) _____

e-mail _____

present employer: _____

employer address: _____

in emergency, contact _____ telephone _____

Driver's License (state, number) _____

Vehicle make/model: _____ Year: ___ Color: _____ Plate: _____

D. Affidavit, Authorization and Acknowledgement

The applicants represent that all of the above information and statements on the application is true and correct.

The Association will conduct any background and credit checks that it considers necessary. The lessee(s) hereby authorize verification of any and all information relating to residential history, employment history, criminal history records, and court records. The applicants acknowledge that false or omitted information herein may constitute legal grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under Florida law.

The proposed lessee(s) acknowledge and attest that we have received the *Rules and Regulations* of the Greenbrier Association, Inc. and agree to abide by them. The Lessee hereby certifies that the unit will not be sublet. The unit Owner acknowledges that he/she takes responsibility for the actions of the lessee. The Owner and Lessee acknowledge and understand that any flagrant violation of the *Rules and Regulations* may result in the matter being turned over to the Association’s attorney and may thereafter result in costs being borne by the unit Owner.

The Owner and Lessee acknowledge and understand that the lease is not valid until it has been approved by the management company and Greenbrier’s President and/or Board of Directors.

Signature of Owner _____ Date _____

Signature of Lessee(s) _____ Date _____

E. Decision of the Board of Directors

The above lease application for occupancy is approved.

Authorized signature _____ Date _____
Signature of President or other designated signatory.

Owners are responsible for submitting, all at the same time:

- ***this completed form with a copy of the lease agreement, and any other required documents***
- ***a non-refundable certified check or money order for the transfer fee made out to Greenbrier Association, Inc. This fee is waived for those who have previously rented at Greenbrier.***

Once approved, lessees are requested to be available for an orientation meeting with a member of the Association within a week of arriving.

Please submit these to:
Greenbrier Association
c/o GWM Property Management
PO Box 2433, Jupiter, FL 33468

Documents may be hand-delivered to:
GWM Property Management
601 Heritage Dr., Suite 131
Jupiter, FL 33458

If you have questions, please contact our Property Manager, Glenn Mangan.
(561) 951-6590 Fax: (561) 694-2106
smb195755@comcast.net

Appendix D

Greenbrier Association, Inc.**Application for Sale**

This application must be fully and truthfully completed, signed, and dated. It should be submitted to the management office by mail or by hand and accompanied by:

- A copy of the fully-executed purchase contract.
- A certified check or money order for \$100 per buyer made payable to *Greenbrier Association, Inc.*. If more than one buyer, only \$100 is required if they are married or one is a dependent child.
- A copy of each buyer's driver's license and vehicle(s) registration.
- If a service or support animal is required as per federal law, this application must also be accompanied by Greenbrier's application form and its accompanying documents.

Submission of this completed application does not guarantee closing on the sale/purchase of this property.

A closing may not take place until the purchaser has received a Certificate of Approval. This will take 15-30 days from the time the completed application, documents and fees are received. This Certificate must be provided to the closing agent (title company or law office) at the time of closing the sale.

Applicants are requested to be available to set up an orientation meeting with a member of the Association within a week after closing.

After closing, the Owner must provide the management company with a copy of the Warranty Deed and mailing address so that the Association seal can be affixed and the change of ownership can be recorded in the Association's records.

A. Ownership

Name(s) of current unit Owner _____ Unit no. _____

current address of Owner _____

telephone(s) (note if cell, home, business) _____

e-mail(s) _____

B. Certification

I/We, the Owner(s) of this unit, certify that a bona fide offer, a copy of which is attached, has been received in writing for the sale of unit no. _____. I wish to accept this offer and hereby request the approval of the Board of Directors within 30 days. The proposed closing date is _____.

C. Purchaser information

Name: _____ SS no. _____

DOB _____ License (State, number) _____

Present address _____

telephone(s) (please specify if cell, home, business) _____

e-mail _____

Present employer: _____

Employer address: _____

Vehicle make/model: _____ Year: ____ Color: _____ Plate: _____

Co-Purchaser's name: _____ SS no. _____

DOB _____ Driver's License (State, number) _____

Present address _____

telephone(s) (please specify if cell, home, business) _____

e-mail _____

Present employer: _____

Employer address: _____

Vehicle make/model: _____ Year: ____ Color: _____ Plate: _____

Number of persons who will normally be in residence when occupied: _____. Names of these persons:

Emergency contact name: _____ Phone: _____

D. Directory Listing

So that my neighbor can know how to contact me, I authorize the Association to publish in the Greenbrier Owners' Directory:

yes no my phone number(s)

yes no my email address

E. Affidavit of Receipt and Acknowledgement of the Association’s Legal Documents

I/We, the undersigned purchaser(s), do hereby acknowledge and attest that we have received copies of Greenbrier’s Documents, By-Laws, and Rules and Regulations. We agree to abide by them.

F. Authorization of Release of Information

The applicant(s) represents that all of the above information and statements on the application is true and correct. The Association will conduct any background and credit checks that it considers necessary and the applicant hereby authorizes verification of any and all information relating to residential history, employment history, criminal history records, and court records. The applicant acknowledges that false or omitted information herein may constitute legal grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under Florida law.

Signature of purchaser _____ Date _____

Signature of purchaser _____ Date _____

Signature of purchaser _____ Date _____

Notary stamp:

G. Decision of the Board of Directors

The above sale application for occupancy is approved.

Authorized signature _____ Date _____

Signature of President or other designated signatory.

Owners are responsible for submitting, all at the same time:

- ***this completed form and all the additional documents listed on the first page of this application,***
- ***a certified check or money order for the application fee made out to Greenbrier Association, Inc..***

Please submit these to:

Greenbrier Association
c/o GWM Property Management
PO Box 2433, Jupiter, FL 33468

Documents may be hand-delivered to:

GWM Property Management
601 Heritage Dr., Suite 131
Jupiter, FL 33458

If you have questions, please contact our Property Manager, Glenn Mangan.

(561) 951-6590 Fax: (561) 694-2106

smb195755@comcast.net

Greenbrier Association, Inc.**Guest Approval Form**

Request for occupancy by a friend or family member in the absence of the Owner/lessee, as per Section 2 B of the *Rules and Regulations*.

Owner/Lessee: _____ Unit no. _____

Guest(s) name(s): _____

Phone: _____

Relationship to Owner/Lessee: _____

Dates of stay from _____ through _____

Make of car: _____ State: _____ License: _____

Acknowledgement:

We hereby acknowledge that my guest(s) have received and read a copy of the *Rules and Regulations* of the Association and will abide by them. Among these rules is that regular occupancy by more than four persons is not permitted.

I understand that the Board's approval for the guest(s) to stay is conditional upon their following these *Rules and Regulations* and that the Board can go as far as taking legal action if they do not adhere to them.

Owner/Lessee signature: _____ Date _____

Guest signature: _____ Date _____

Please submit this form to Glenn Mangan, the Property Manager, prior to guest arrival.

Greenbrier Association, Inc.

Architectural Change Form

TO BE COMPLETED BY THE UNIT OWNER:

Unit Owner's name: _____ Telephone no.: _____

Apt. no.: _____ Email address: _____

Proposed alteration: (Before completing, refer to Section 5 of the Association's Rules and Regulations, which explains whether or not you must attach copies of photographs, technical specifications, plans, etc.)

Contractor's name: _____ Telephone no.: _____

Contractor's address: _____

License no.: _____ Proposed start date: _____ Proposed completion date: _____

A Unit Owner making or causing to be made any alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Condominium Association, and any manager of the Condominium, together with all their officers, directors, members, agents, partners, and all other Unit Owners, harmless from any claim, actions, liability or damage to the Condominium Property and expenses relating thereto or arising therefrom, including, without limitation, attorney fees and costs both prior to and on appeal and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof, as may be required by the Condominium Association.

BY SIGNING BELOW I HAVE READ AND AGREE TO THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES.

Unit Owner signature: _____ Date: _____

Contractor signature: _____ Date: _____

TO BE COMPLETED BY THE BOARD OF DIRECTORS:

Approved Denied Approved with Conditions

Signature: _____ Date: _____

Comments/Inspection Results: _____

Inspected by: _____ Date: _____

Please submit the completed form to:

Greenbrier Association
c/o GWM Property Management
PO Box 2433, Jupiter, FL 33468
Office: (561) 951-6590 Fax: (561) 694-2106
smb195755@comcast.net

Recycling Guidelines

Leave nothing on the ground in our trash areas! Everything must go into one of the bins or else either taken to the Solid Waste Authority recycling center or picked up by SWA. Do not put plastic bags, aluminum foil/pie plates or Styrofoam into the recycling bins!

BLUE BIN:

- Plastic containers (if marked on the bottom with numbers 1 - 7)
- Glass bottles and jars
- Steel or aluminum cans
- Drink boxes
- Milk and juice cartons

YELLOW BIN

- Newspapers, magazines, paper, unwanted mail
- Catalogues and phone books
- Paper bags
- All cardboard boxes: flattened food and tissue boxes and corrugated cardboard.
 - Boxes must be flattened.
 - Cardboard should not be larger than 2' X 2' so that it can lay flat in the bin.
- Shredded paper (Please place in a paper bag with top securely folded down.)
- *No plastic bags!*

GARBAGE DUMPSTER

- Styrofoam containers and plastic grocery bags (*But it's even better if you recycle them in the bin at your local supermarket.*)
- Napkins and paper towels

SWA RECYCLING CENTER (14185 Military Trail, just north of Donald Ross Road)

- computers, electronics, fluorescent bulbs, paint, batteries, used cooking oil, thermometers

Solid Waste Authority website http://swa.org/pdf/recycling_instructions.pdf