

**GREENBRIAR AT RIVER VALLEY  
HOMEOWNERS ASSOCIATION, INC. (HOA)**

**RULES AND REGULATIONS HANDBOOK**

ENACTED: May 26, 2021  
EFFECTIVE: August 1, 2021

***The goal of the rules is to have the Owners and residents (collectively “Occupants”) willingly comply, for the good of the community, not to “set-up” individuals for confrontation. The aim of the rules is to provide a comfortable, enjoyable, stress free, community for all Occupants.***

This Rules and Regulations Handbook (“Handbook”) is intended to supplement, not replace, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, Inc. (“Declaration”) and the Second Amended and Restated Bylaws for Greenbriar at River Valley Homeowners Association, Inc. (“Bylaws”); therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the Declaration or the Bylaws, the Declaration or Bylaws will govern.

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**All Occupants are responsible for understanding the Handbook.**

WELCOME to Greenbriar at River Valley HOA (“Property”). We, the Board of Directors (“Board”) for the HOA, hope you enjoy your home. Our objective is to maintain the Property as a very nice place to live. In order to accomplish this, we created this Handbook to explain how the HOA functions and specify rules that will allow this Property to remain a first-class community.

This Handbook is enacted for the health, safety, and comfort of all Occupants at the Property. The Board is authorized to adopt and enforce these rules and regulations according to Bylaws Article III, Section 3.3.3 and Article VII, Section 7.3.9. The Board finds these rules to be reasonable and hope you cooperate by upholding them.

The Board has retained a management company to handle the day-to-day operation of the Property. The management company’s job includes handling accounts receivable and payable, soliciting bids, overseeing the work performed by the various contractors hired by the Board, and reviews complaints to be addressed or forwards them to Board for a response.

If you do not have a copy of the Declaration or Bylaws, they should be obtained from the management company, at cost, or through the Cuyahoga County Recorder’s office or website.

We ask you to keep this Handbook handy and to refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact the management company.

Thank you,

The Board of Directors  
Greenbriar at River Valley HOA

## INTRODUCTION

Greenbriar at River Valley HOA is a restricted and planned community located in North Royalton, Ohio. The HOA uses the services of the City of North Royalton Police and Fire Departments.

Construction of the Property began in 1997. The Property is comprised of two hundred twenty-seven (227) homes. The Common Areas ("Common Elements"), including the streets, are private and maintained by the HOA. The conservation easements are under the jurisdiction of the Cuyahoga Soil and Water Conservation District. The sanitary sewers are maintained by the City of North Royalton. The water mains are maintained by the City of Cleveland Division of Water. Other utilities are maintained by the individual utility companies.

As a private homeowner's association, we are governed by our Declaration and Bylaws, as well as the Ohio Planned Community Act. We elect our own Board of Directors from our Owners and the Board manages HOA affairs on behalf of our Owners. There are five (5) Board members, who each serve without compensation for a term of two (2) consecutive years. There are no term limitations. Following its election at the Annual meeting, the Board is organized by electing from among its members the following officers: President, Vice-Presidents, Secretary, and Treasurer.

The Annual meeting of the Owners for the election of the Board is held in March each year. Informational meetings are held during the year. Owners wishing to address an issue with the Board should submit their request, in writing, to the management company.

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**I. ARCHITECTURAL REVIEW COMMITTEE:**

According to Declaration Article XI: Exterior changes or modifications to any Lot is prohibited, unless submitted to and approved by the Architectural Review Committee composed of three (3) or more representatives appointed by the Board. The Architectural Review Committee (ARC) aids in monitoring and regulating the appearance of the community and enforcing the provisions of the Declaration of Covenants and this Handbook.

**A. ARC GENERAL RULE:** Except as later provided herein, no occupant may build, plant, or maintain any item on the property without prior written consent from the ARC. The ARC is committed to specific principles and standards contained herein to be observed by all contractors and Owners. The ARC will review plans and design concepts for all new construction, exterior modifications, and changes to existing properties. The ARC maintains standards for Owner housing, including, but not limited to, style, colors, mailboxes, signs, outside decorations and landscaping.

**B. ARCHITECTURAL REVIEW COMMITTEE PROCEDURES:**

1. Any Occupant wishing to make a change to the exterior of their dwelling unit or Lot, including all landscaping, must first obtain an Architectural Review Committee Change Application (“Application”) which is available in the HOA office and on the HOA website [www.gbrvhoa.com](http://www.gbrvhoa.com). The completed Application must be submitted to the ARC for review a minimum of thirty (30) days prior to beginning the requested work. The application can be turned in at the HOA clubhouse or emailed to [ARC@gbrvhoa.com](mailto:ARC@gbrvhoa.com). Review by the ARC and written approval must be obtained by the Owner prior to beginning the requested work.
2. All ARC recommendations and approvals are subject to final approval, permits and fees required by the City of North Royalton. All city requirements are the Owner’s responsibility.
3. Any change or modification requires written approval from the ARC, even if the identical change or modification has been approved or installed elsewhere on the Property. Each Application is considered independently based on objective standards.
4. If the Application is denied by the ARC, the applicant may file an appeal to the Board.

**C. SPECIFIC RULES & REGULATIONS:**

1. Planting and removal of trees or plants from Common Elements is prohibited. Occupants must report dead trees in the Common Elements that threaten homes to the Board in writing.
2. Common Elements, including wetland and river plain areas, may not be disturbed in any way, including dumping of old or removed landscape material.

3. Occupants are prohibited from changing the appearance of any portion of the exterior of their dwelling unit or Lot without prior written approval from the ARC.
4. Occupants or their contractors are responsible for applying for any required permit from the City of North Royalton. The City will deny all permits if ARC approval has not been given to the applicant. The permit must be posted during construction.
5. A copy of the certified final plot plan must accompany all Applications for any changes where the applicant seeks to alter or modify the exterior footprint of the dwelling unit, any grading or lot changes. The plot plan submitted must demonstrate the precise changes proposed, noting all pertinent dimensions. A copy of the original plot plan may be obtained from the City Building Department.  
(11545 Royalton Rd. / 440.582.3000)
6. The burden rests with the applicant to demonstrate the acceptability of the proposed change. Any information deemed pertinent and supportive should be included in the Application and applicants must furnish any additional information requested by the ARC or the Board necessary to make the decision.
7. Occupants could be held liable for any damage caused to cable service or utilities resulting from landscape or exterior modification. Call 811 before you dig. The utility company will mark all utilities lines at no charge.

**D. RULES FOR ARCHITECTURAL CHANGES:**

1. A sample of the material(s) to be used or a manufacturer's brochure must accompany all ARC Applications.
2. Front, rear and side yard set-back requirements must be in accordance with applicable City zoning code. Impairment of easements is prohibited.
3. All work must be in accordance with applicable local building and zoning codes. A copy of the approved building permit, if required for the work, must be submitted to the ARC prior to commencement of work. The HOA is not responsible for determining whether or not Occupant requires a building permit.
4. Any addition to or replacement of roofing, siding, gutters, fascia, doors, etc., must match the original design of the home in color, texture, and material. If the same color, texture and/or materials are not available, substitutions must be approved by the ARC.

5. Roof asphalt shingle (no metal) replacement must be black in color. A sample of the requested material or a manufacturer's brochure, showing the requested color of black, must be included in the ARC Application.
6. The installation or replacement of any air conditioner, heating unit or heat pump outside the home must be submitted to the ARC for approval prior to installation.
7. Decks, elevated above the ground, must be a neutral wood color tone and may be composed of natural or synthetic wood. Railings may be wood, synthetic wood, glass, approved PVC, or metal architectural spindle. A sample of the requested material or a manufacturers brochure showing the requested color must be included with the ARC application. The railing must comply with the City code. A full description of the structure must be submitted to the ARC.
8. If decks or structural floors are elevated above the ground from 0" to 24" to the bottom of the deck or floor, they must be secured at the perimeter with a building material in compliance with the City code to prevent animals from entering the area under the deck or floor.
9. Patios, at ground level, may be constructed of concrete, brick, or individual paver stones. Loose aggregate is not permitted as a patio. A full description of location and material(s) must be included in the ARC Application.

10. Lamp Post Conversion / Replacement:

- a. Any new post light may be gas or electric and all lamp post installations must conform to the original style when the Greenbriar at River Valley was first developed. All post lights must be four-sided and black (check office Resource Book for sample). Solar lights are prohibited.



- b. Retrofit fixtures may not be brighter or of a different color than that of the gas fixtures. Bulb 1141 is the correct bulb for the low voltage system. Incandescent low wattage or LED warm lights are required.
  - c. All post lamps must be lit from dusk to dawn on a daily basis.
11. Coach Light Replacement:
- a. All coach light replacements must be submitted to the ARC for approval.

b. A sample coach light replacement or manufacturer's brochure must be included with the Application.

c. Coach lights must be between 15 to 22 inches from top to bottom and can be black, white, brass, brushed nickel, or bronze only. Jar lights on front of the dwelling unit are prohibited. Light bulbs should be warm color; daylight bulbs 3500k or greater are prohibited.

12. Garage doors must be solid raised four (4) panels (8 squares per panel). Glass is permitted in the top panel only. The glass pattern must match the Association's approved style pictured below. Trim around the glass must be the same color as the garage door.



13. Exterior doors must be solid six (6) panel without windows. Any change in paint color must be approved by the ARC in writing.

Door color must be a neutral or earth tone color.

(See Resource Book for examples)



14. Storm doors must be full-view or compatible. Storm doors may have built in screens. Storm door color must be white or exactly match the color of the six (6) panel front door. Storm door and color must be approved by the ARC in writing prior to installation.

15. The garage side door must match the front six panel door in design. Color should match the front dwelling unit door color.

16. An address plate must be located on the dwelling unit on either side of the garage door under the coach light. Plate/number color combination can only be black, white, brass, brushed nickel, or bronze (or set-in stone). Number size cannot exceed 5 inches. Depending on the placement of the dwelling unit on the lot, an alternative location for the address plate may be approved by the ARC.

17. Replacement of windows must be approved by the ARC in writing prior to installation. Windows must be white single, double-hung, or fixed panel. White grids must be in front facing windows. Casement or awning windows are prohibited.



18. Dwelling unit trim must match garage door in color. Approved colors listed below.

<u>Siding Color</u>	<u>Trim and Garage Door Colors</u>	<u>Front Door Color</u>
	(Sherwin Williams or Equivalent)	Refer to #13 on pg. 4
TAN	Ivorie 6172 Natural Tan 7567 Baguette 6123 Sand Trap 6066 Porpoise 7047 Loggia 7506 China Doll 7517 San Antonio 7731 Fleur De Sel 7666	
WHITE	Reflection 7661 Fleur De Sel 7666	
GRAY	Fleur De Sel 7666	

## II. ADDITIONAL ARC RESTRICTIONS:

### A. LANDSCAPING:

1. Flowers, trees, shrubbery, and plants may be planted on Lots without approval of the ARC and the Board, provided that the plantings are within five feet (5') of the foundation, but not within two feet (2') of the Lot line or within drainage swales or other easement areas. All front beds and street facing beds must be mulched. Beds on the side and back beds may use river rock (or comparable) after application to and approval by the ARC in writing. A proposed border that sits higher than the lawn and stone must be included with the application. All beds must be maintained in a "neat" condition. "Neat" shall require that all beds be re-mulched to provide for complete ground coverage and kept free of weeds, so that its appearance is in harmony with the neighborhood.
2. Landscaping changes other than those listed in Section A (1) above, must be approved by the ARC in writing. Applications must indicate the location of the proposed plantings on the plot plan, applying the scale to the plot plan. The dimensions and elevations of each ground cover area (bed) must be included, and the Application must list the common name of plantings and indicate the plant height and expected maximum growth of the proposed planting.
3. Mulch used in beds must be of the shredded variety.

4. Fruit bearing shrubs and trees are prohibited.
5. Tree lawn replacement trees must be approved by the ARC prior to planting.

**B. MAILBOXES:**

1. No decorative designs or decorative items may be placed on the mailbox or post.
2. Replacement of mailbox posts must be identical to the original. The post color is available at Ace Hardware in North Royalton. Ask for the Greenbriar at River Valley mailbox post stain color listed in their computer system. The Manual Mix Color Formula tag is also available in the HOA office.
3. Black plastic or metal mailboxes approved by the post office and of the same size and shape of the existing black mailboxes are acceptable replacements without submission to the ARC. The wood base, post, newspaper box, and color must match on all existing mailbox supports.
4. Mailbox address using 1"- 2" black numbers with white reflective background are required on the front door bottom. Nothing else is to be placed on the mailboxes unless required by the Postal Service.

**C. ORNAMENTS AND FLAGS:**

1. Ground ornaments shall be limited to two (2) per Lot and shall not exceed twenty-four inches (24") in height. All ground ornaments must be located within the planting beds adjacent to the dwelling unit.
2. Holiday or seasonal ornaments and displays are permitted only during the 30 days leading up to a holiday and must be removed within two (2) weeks after the holiday.
3. Other than holiday decorations, ornaments must not be affixed to the outside of dwelling units or lamp posts without prior written approval from the ARC.
4. Free standing bird feeders and bird houses are not permitted on the front or street facing side of the dwelling unit.
5. Flags authorized by law, including the United States Flag, State of Ohio Flag, POW / MIA, as well as service flags (e.g. blue star banner, gold star banner, or any other flag designated as a service flag) are permitted to be displayed mounted to the dwelling unit. The flag must immediately be removed and/or replaced once it is worn, faded and/or tattered. Installation of a permanent flagpole, which is set in concrete, must be approved by the ARC in writing prior to installation.

- a. The location of the flag must not interfere with the use of any walkways or obstruct the view of any dwelling unit address or driveways for motorists or pedestrians.
- b. The flag and flagpole must be maintained in a first-class manner. The flag must immediately be removed and/or replaced once it is worn, faded and/or tattered.

**D. OUTDOOR MAINTENANCE/STORAGE:**

1. Garbage, trash and recycling containers, gardening equipment and supplies, lumber and other miscellaneous items must not be left outdoors while not being used. Such items must be kept within the Occupant's dwelling. Firewood, stacked in a neat manner, may be stored outdoors, in the rear yard and away from adjacent lots.
2. Portable outdoor grills must be stored behind the dwelling unit.
3. Garbage, trash, and recyclable containers must be set out the morning it is to be collected. However, the Board realizes this may not be practical for all Occupants for a variety of reasons. If garbage, trash, or recyclable containers must be set out the night before collection, all precautions must be taken to ensure that containers will not allow spillage due to stray animals or the elements. At no time are garbage, trash or recyclable containers to be put out earlier than sundown the evening before collection. The Occupant is responsible for clean-up should a spill occur.
4. Patio and lawn furniture, not stored indoors, must be secured during the winter months at the rear of the dwelling unit.
5. Each Occupant is responsible for maintaining the exterior of the dwelling unit in good condition, including a neat appearance.
6. After a total replacement of a concrete driveway is approved by the ARC and installed, the applicant can receive reimbursement for the cost of the driveway sidewalk and apron up to the dollar amount quoted by our HOA contractor for said replacement. Upon request, the HOA contractor's cost estimate can be provided to the homeowner prior to any work being done.

**III. RECREATIONAL FACILITIES:**

**A. GENERAL RESTRICTIONS:** The clubhouse and recreational facilities are for the enjoyment of the Occupants and their guests. However, Occupants more than thirty (30) days delinquent in HOA fees may be restricted from use of these facilities.

1. Occupants must accompany their guests to the Clubhouse and be present in the Clubhouse at all times with their guests. This also applies to Clubhouse grounds. Occupants are responsible for the actions of their guests.
2. Occupants are prohibited from making use of craft room equipment that they are not proficient in using.
3. Smoking, E cigarettes and Vapors are prohibited in the Clubhouse. Smoking on the Clubhouse grounds is permitted in designated areas only.
4. Loud noise or music is prohibited.
5. Shoes and shirts are required when on the Common Elements, except in the swimming pool area.
6. Guests may attend scheduled social events only if it is specifically stated with the event information that guests are welcome and space allows. If the social event is limited to a certain number of people, such as a bus trip or special dinner, Occupants will take priority over guest attendance.
7. All social events on the Property must be open to all Occupants as space allows. The exceptions are banquets or special events specifically for Greenbriar groups such as Bocce League, Golf League, Super Toss, Book Club, etc. The other exception is when an Occupant has rented the Clubhouse for a private party.
8. Guests may not attend any social event that includes any type of gambling, lottery, or raffle – this includes (but is not limited to) Bingo, reverse raffle, 50/50 raffle, other raffles, Bunco, cards involving exchange of money, or any event where prizes are given for winnings, such as a Monte Carlo Night.
9. All alcohol at any event must be on a “bring your own beverage” (BYOB) basis.
10. Classes may be offered for Occupants only; guests will be allowed if space is available. Promoting or advertising the event outside the Property is prohibited.

**B. PRIVATE USE OF THE CLUBHOUSE FACILITIES:**

1. Any Occupant may request use of the Clubhouse for a private function or social event.

2. Usage of Greenbriar property will not be granted for commercial, profit making, fund raising, religious or political functions. Usage of Greenbriar property will not be granted for exclusionary organizations. With the exception of private events permitted by the Board, all events conducted on Greenbriar property must be open to all Occupants, as space allows.
3. Any Occupant granted use of the Clubhouse is responsible for ensuring that the Clubhouse is set for their needs, must be on-site during the activity, and ensure that the Clubhouse is returned to its original or better condition after each use. Occupants renting the Clubhouse are responsible for the clean-up of the Clubhouse, including the kitchen area, if used. Occupants are responsible for the behavior of their guests and any damaged property. Occupants are responsible for caterers and all contractors they may use.
4. Occupants desiring the use of the Clubhouse for a personal function must check availability and state the full particulars of the event, i.e., number of people expected, desired time, date, etc. (see #7). Personal functions are those events such as showers, birthdays, anniversaries, or other celebrations hosted by or for the Occupant or the Occupant's immediate family. Approval for any such event must be requested and submitted to the Activities Director for approval. Approval for the use of the Clubhouse will be granted subject to availability.
5. Private events are limited to the use of specific rooms between the hours of 8:00 am and Midnight. A rental fee and a refundable security deposit are required. The rooms must be returned to original condition and vacated by Midnight or the deposit is subject to forfeit. A copy of the Occupant's insurance policy must be provided prior to event and must include general liability coverage which will cover the HOA against any claims that arise as a result of the use of the Clubhouse.
6. Requests for use of the Clubhouse must be submitted to the Activities Director at least five (5) days, but no more than ninety (90) days, in advance. The office, exercise room, game room, and library are not included in the Clubhouse rental. Occupant and guests may not use pool, pool deck and furniture, bocce, and tennis courts during the Clubhouse rental. Occupants not attending the private event may use other Clubhouse facilities during a private event that are not included in the private rental.
7. Clubhouse Rental & Usage Agreement and Waiver that outlines the rental fee, security deposit, rules, insurance requirements, etc. for private events must be signed and agreed to prior to the rental date. (See Clubhouse Rental & Usage Agreement and Waiver, attached hereto, for specifics.)

**C. SWIMMING POOL AREA:**

1. Swimming pool use is limited to Occupants and their guests at the times posted. The Occupant must always accompany all guests.
2. The swimming pool is not available for private events.
3. Everyone must follow all posted swimming pool rules. (See attachment.)

**IV. GENERAL RESTRICTIONS:**

**A. PETS:**

1. All animals must be on a hand-held leash when outside of the Occupant's dwelling unit.
2. Pets are prohibited from Clubhouse or pool area, except guide or service dogs that the Occupant has obtained a written accommodation for.
3. Occupants are responsible for the immediate clean-up after their pets.
4. If required by the City of North Royalton, all Occupants must license their pets.

**B. SALE OF DWELLING UNITS:**

1. Procedure for Open House: Contact the management company during business hours for current procedures.
2. In the event an Owner wishes to sell their dwelling unit, they may display an "OPEN HOUSE" sign in the gate area and another "OPEN HOUSE" sign in front of the dwelling unit. These signs may be displayed only on the day of the open house, between the hours of 10:00 am and 6:00 pm.
3. The seller of the dwelling (not the Realtor) is responsible for providing a copy of the Declaration, Bylaws, and the Rules and Regulations Handbook to the buyer.
4. The seller of the dwelling must contact the HOA Office at 440.582.6800 or [Greenbriaractivities@gmail.com](mailto:Greenbriaractivities@gmail.com) to remove their name from the Key Fob and Car Tag system upon sale. The Seller should then transfer the Key Fob(s) to the buyer. The buyer must contact the HOA Office to add their name to the Key Fob(s), or to purchase new Key Fob(s) and to purchase Car Tag(s). Up to two (2) key fobs will be provided to the new owner at no charge if the seller does not provide them at transfer.

5. According to Declaration, Article VI, Section 5, upon acquisition (whether an initial sale or resale) each Owner must promptly contribute Five Hundred Dollars (\$500.00) to the Association as an initial capital contribution. This initial contribution shall be nonrefundable, apply to each subsequent resale and be paid by each subsequent Owner to the Management Company.

**C. SAFETY:**

1. Entrance to the Property is controlled by automated entrance and exit gates. Video cameras are posted at the gates.
2. The Car Tag is a windshield mounted tag, to be affixed to the inside of the windshield in the upper left-hand corner on the driver's side. New or replacement Car Tag(s) are to be purchased by contacting the HOA office at 440.582.6800 or Greenbriaractivities@gmail.com. The HOA will not be responsible or liable for any damage to any vehicle as a result of improper use of the gate opener. You will be held liable for any damage to the gate and vehicle should any damage occur.
3. The City of North Royalton provides Police, Fire and EMT services to the community.
4. Solicitations of any kind for services, goods or products are prohibited. Call police if you notice any solicitors; not the HOA or Management Company.
5. To keep the community safe:
  - a. Call police if you notice anyone or anything of a suspicious nature. Call the management company if you notice any property damage.
  - b. Obey the posted speed limit of 15 mph and exercise caution when entering or exiting the Property.
  - c. Occupants must keep post light lit from dusk to dawn.

**D. SIGNS:**

1. Signs of any kind are prohibited from being displayed in the Common Element.
2. Signs are prohibited from being displayed on Dwelling Units and Lots with the exception of one (1) "For Sale" sign not exceeding 18" x 24" in size. This restriction includes the posting of signs in windows.

3. Political or commercial yard and window signs are prohibited. Political or commercial fliers or doorknob hangers of any sort are prohibited from being distributed at any time. Politicians are prohibited from campaigning on the Property.

**F. VEHICLES AND PARKING:**

1. No vehicle may be parked within the Property except on a paved parking surface, driveway or within a garage.

2. Overnight on-street parking is prohibited. Street parking must not interfere with mailboxes, fire hydrants, driveways, etc.

3. On-street parking when snowfall exceeds two inches (2") is prohibited.

4. Trucks, vehicles, or any trailers that are primarily used for commercial purposes as described by the North Royalton City zoning code, other than those temporarily present on business, are prohibited from being parked within the Property when not providing services.

5. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, or any vehicles not in operable condition and validly licensed, must be kept in the garage and away from public view.

6. Overnight parking in the Clubhouse parking lot without prior approval is prohibited. Occupants may request Board approval to temporarily park a vehicle in the Clubhouse parking lot by contacting the HOA Office at 440.582.6800 or Greenbriaractivities@gmail.com. A permit will be issued, if approved, and must be displayed on the vehicle.

7. Storage pods may be utilized for a period not to exceed a maximum of fourteen (14) continuous days on any Lot with written approval of the Board.

8. Only vehicles with the valid handicap license plates or appropriate display may park in handicapped parking spaces.

9. Parking is prohibited on the fire hydrant side of the street.

**V. COLLECTION POLICY:**

A. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the first (1<sup>st</sup>) day of the following month.



**B.** An administrative late charge per month shall be incurred for any unpaid balance of the monthly or special assessment. There may also be an additional service charge, invoiced by the management company that will be added to the delinquent account.

**C.** Any payments made will be applied in the following order:

1. Interest and/or administrative late fees owed to the HOA.
2. Collection costs, including attorney fees, incurred by the HOA.
3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Owner's dwelling.
5. Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the HOA in the collection of delinquent assessments will be added to the amount owed by the delinquent Owner.
6. If any Owner (either by their conduct or by the conduct of any occupant) of the Residence fails to perform any act that they are requested to perform by the Declaration, the Bylaws or this Handbook, the HOA may, but shall not be obligated to, undertake such performance, or cure the violation. The HOA will charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, for the correction or cure incurred by the HOA. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge. Additionally, the HOA 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.

## **VI. COMPLAINT PROCEDURE:**

**A.** Complaints against anyone violating the rules must be submitted to the management company in writing (see Attachment) and must contain the specific details and date, signature, address, and telephone number of the individual filing the complaint.

**B.** The management company will, in most instances, contact the alleged responsible Owner after receipt of each written complaint form and a reasonable effort will be made to gain the Owner's agreement to cease the violation.

**C.** If the reasonable efforts to gain compliance are unsuccessful, the Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

## **VII. ENFORCEMENT PROCEDURE:**

**A.** The Owner is responsible for any violation of the Declarations, Bylaws or this Handbook by the Owner, guests, or the Occupants, including tenants, of their residence.

**B.** Notwithstanding anything contained in this Handbook, the Board has the right to proceed, immediately or otherwise, with legal actions for any violations of the Declaration, Bylaws, or this Handbook, 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 added to the account of the responsible Owner.

**C.** All costs for extra cleaning or repairs stemming from any violation will also be added to the responsible Owner's account.

**D.** In addition to any other action or sums due, and in accordance with the procedures outlined herein, actual damages and an enforcement assessment per occurrence, or if the violation is of an ongoing nature, per day may be levied by the Board against any Owner in violation.

**E.** Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be mailed to the alleged responsible Owner specifying:

a. 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 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 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 Lawrence Community Management Group no later than the tenth (10<sup>th</sup>) day after receiving the notice required by Section E, Item 1, above.

- a. If an Owner timely requests a hearing, at least ten (10) days prior to the hearing, Lawrence Community Management Group will 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 within ten (10) days for a hearing, the right to that hearing is waived and the charge for damages and 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: proof of hearing, evidence presented and written notice to the Owner to abate actions, and intent to impose an enforcement assessment will become a part of the hearing minutes. The Owner will then receive notice of the Board decision and any imposed enforcement assessment within thirty (30) days of the hearing.
3. The HOA may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than ten (10) days.

#### **VIII. ATTACHMENTS:**

- A. Swimming Pool Rules
- B. Clubhouse Rental and Usage Agreement and Waiver
- C. Clubhouse Pre-Party Checklist and Media Request
- D. Selling Procedures & Information
- E. Age Verification Affidavit
- F. Volunteer Work Waiver
- G. Complaint Form
- H. Fitness Room Rules
- I. ARC Application
- J. Contacts and Telephone Numbers
- K. Suggestion Form