### **GREENTREE VILLAS CONDOMINIUM ASSOCIATION, INC.**

### **ARTICLE I**

### **RULES AND REGULATIONS**

As a Homeowner, it is your responsibility to acquaint your guests, visitors and/or Renters with the Rules and Regulations. All Guests must be accompanied by a Resident Owner at all times or properly identified as guests. All children under fifteen (15) must be accompanied by an adult at all times.

- 1. **SWIMMING POOL:** (Open from Dawn to Dusk) The rules for the use of the pool area are posted within the pool enclosure & are printed here for your information. When the pool is being cleaned, please do not interfere with the cleaning operations.
  - **A.** Everyone MUST use the outside shower before entering pool and/or after using lotions. When showering, do not use soap, shaving cream, shampoo or any other grooming product.
  - **B.** Any person wearing a bathing suit to and from the pool shall be properly attired. Gentlemen must wear a shirt and women must wear a cover-up when proceeding to and from the pool. Cover-ups and shoes are required for all when entering the Clubhouse and rest rooms.
  - **C.** Changing attire at pool side is strictly prohibited. If you must change, please use the rest room.
  - **D.** No children under four (4) years of age are permitted in the pool.
  - **E.** Use of toys, noodles & floats are allowed in the pool but may not be stored at the pool. Any such items left behind will be thrown out. Please be courteous to other swimmers when using such items at the pool.
  - **F.** Radios in the pool area must be played with the volume adjusted so same will not annoy or disturb others. Consideration of others must be practiced. Ear buds are recommended.
  - **G.** Diving or jumping into the pool is prohibited.
  - H. NO RUNNING on pool deck.
  - **I.** USE OF THE POOL IS AT SWIMMER'S RISK. We do not recommend swimming alone. There is no lifeguard on duty.
  - **J.** Maximum Weight load on pool ladders is 250 lbs. To avoid risk of injury, please refrain from overloading the ladder steps and use the concrete stairs instead.
  - **K.** FOOD is not allowed on Pool Deck Area. Beverages are permitted, provided containers other than GLASS are used. Glass is not permitted at any time in pool area (Florida State Law).
  - L. Persons in bathing attire must place towel on lounges and/or chairs before using.
  - M. POOL HOURS: Dawn to dusk. No nighttime swimming due to lighting restrictions.
  - **N.** The entire recreation area, pool, Clubhouse is a smoke free area.
  - **O.** Food is restricted to the lanai area and is not allowed on the pool deck.
  - **P.** Persons in or around the pool are requested to see that the pool area is free of litter by depositing all litter in proper receptacles.
  - **Q.** Return all chairs, lounges and umbrellas to their original positions when leaving.
- **2. CLUBHOUSE:** (Open from 9 A.M. to 11 P.M. daily) All Unit Owners are entitled to use any Clubhouse or pool of their choosing.
  - **A.** Please wear proper attire at all times. Bathing attire is permitted only when going to and from the restrooms. No bathing suits, wet clothes or bare feet are permitted within the main Clubhouse area. Shirts, blouses and cover-ups must be worn at all times. Shorts are permissible.
  - **B.** Use of the Clubhouse for religious services will not be permitted.

- C. Fire codes must be strictly adhered to. Due to the fire code COOKING IS RESTRICTED to only the reheating of precooked food. Fire extinguishers shall always be in plain view and free of obstruction. SEE FIRE MARSHALL CERTIFICATE OF COOKING RULES.
- **D.** Smoking or vaping is prohibited in the Clubhouse, including the rest rooms, billiard room, and kitchen.
- **E.** Food and beverages are allowed in the main section of the Clubhouse. Please take care to report any spills on the carpet to the Office immediately.
- **F.** To avoid any conflict of dates, all functions must be submitted to the Office for approval. Once the date is approved to not conflict with any scheduled private parties, it will be posted on the master calendar and printed in the newsletter.
- **G.** The person in charge of any functions or private parties is responsible for securing all kitchen utensils, cleaning the kitchen and depositing all trash in receptacles outside the Clubhouse.
- **H.** A Renter whose lease has been approved by the Association may enter the Clubhouse and use its facilities. In the case where an Owner leases his/her Unit, all privileges are relinquished by the Owner to the leasee.
- **I.** Please turn off all lights and check all locks when leaving.
- J. OWNER PRIVATE PARTIES: Use of the Clubhouse for private parties is permitted subject to the contractual conditions for its use as shall be established by the Board of Directors from time to time.
  - a. There is a \$75 Clubhouse use fee.
  - **b.** Applicant shall be responsible for any damage to appliances, plumbing or building.
  - **c.** A \$150 refundable deposit is required.
  - **d.** Parties shall be no earlier than 8 A.M. and end no later than 11 P.M.
  - **e.** A party shall not exceed five (5) hours in length.
  - f. Request for party must be received 21 days prior to date requested.
  - g. Parties can only be held when there are no planned Association activities.
  - **h.** The swimming pool and billiard room shall not be used by Party Guests in conjunction with the party, and all Clubhouse rules must be observed.
  - i. Maximum number of guests shall be 80 persons. Smoking or vaping is not permitted anywhere in the Clubhouse.
  - **j.** Please park in designated parking spaces or on the street. Please do not block fire exits or park on the grass areas. Do not block any mailboxes or driveways.
  - **k.** The Unit Owner sponsoring the party agrees to hold the Association harmless in all respects.
  - I. You cannot provide alcohol to your guests. Guests may bring their own.
  - m. Please be considerate of your neighbors with the volume of music.
  - **n.** Everything must be left clean. All trash is removed to the pump house, tied in dark plastic bags and ready for trash day.
  - **o.** Please be sure to turn off all lights and lock all doors before you leave.
  - p. The Association has the authority to withhold deposit if any of the Clubhouse rules or private party rules are violated. If after inspection, everything checks out, the deposit will be returned. Any cleaning or repair costs will be deducted from the deposit.
- 3. BILLIARDS: (Open 9 A.M. to 11 P.M. daily)
  - **A.** The use of the billiard tables is restricted to persons age sixteen (16) and above.
  - **B.** Do not sit on pool tables. (Use a bridge.)
  - **C.** Players must brush pool tables when through playing.
  - **D.** Players must rack balls and replace cue sticks after completing play.

# MAINTENANCE RULES AND REGULATIONS ARTICLE II

### MAINTENANCE OF ASSOCIATION PROPERTY:

**CONDOMINIUM POLICY: Unless prior approval in writing is secured from the Board of** Directors, a Unit Owner shall not cause anything to be affixed or attached to, hung or displayed or placed on the exterior of the Unit, including: awnings and/or storm shutters, doors or windows, nor shall he/she grow any type of plant, shrubbery, flower or vines on the Unit or common elements. Additionally, a Unit Owner shall not place any furniture or equipment on the common elements appurtenant thereto. "No, Unit Owner shall change, modify or alter the Common elements in any way or manner, whatsoever. No Unit Owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations of the improvements on his Unit, landscaping and planting, windows, screening, or exterior doors; nor shall any Unit Owner change the design or color of any exterior, lights or doors, nor install, erect or attach to any part of the exterior of the improvements on his Unit any sign of any kind, whatsoever. A Unit Owner shall not install, erect or attach to any part of the exterior or roof of the improvements on his Unit or any part of the Common elements any type of radio or television aerial, whether for sending or receiving: nor shall any Owner erect or construct any original construction" (Article XIV, Section I, **Declaration of Condominium).** 

All such modification projects in Greentree require a copy of your vendor's proof of insurance and license to operate in Palm Beach County before permission is granted. In addition, if a Palm Beach County permit is needed to complete the job, a copy of such permit must be attached before written permission is granted. Unless written permission has been granted by the Board that waives this policy, this provision will be strictly enforced.

- 1. EXTERIOR OF BUILDINGS: Unit Owners are prohibited from changing the exterior appearance of any building or any Unit without first obtaining the written approval of the Board of Directors. This includes the enclosure of a Unit's screened patio or lanai. The screened patio or lanai is not intended to be a storage area it was designed to be an outdoor living area.
- 2. COMMON ELEMENTS: Unit Owners are prohibited from changing the appearance of any common element or limited common element without first obtaining the approval of the Board of Directors. Nothing may be placed in any planting area that may interfere with the landscapers. No hanging flower pots from trees.
- 3. LANDSCAPE TRIMMING: Owners that want to do their own trimming are encouraged to put a red reflector out to let our landscaper know you want to trim your own plantings. Trimming must conform to the 3-4-5 foot Guidelines. The 3-4-5 rule refers to the height of the plantings around your unit. These guidelines have been given to the landscaper to follow. The plantings in front of your front windows should be no more than 3 feet high. The plantings along the side/rear of your unit should be no more than 4 feet high. Plantings that do not block a window such as in between windows or on the corners are allowed a 5 foot height. In order to protect the unit and/or the roof nothing should be planted next to the unit that could grow taller than the building. Please refrain from giving instructions to the landscaper. All complaints must be directed to the office.
- **4. CLEANLINESS:** No debris of any kind shall be swept or thrown on to the common elements. The careless handling of trash and other discarded materials will not be permitted. Walkways, driveways, rear yards of Units and parking areas must not be obstructed in any manner and must

be kept clean of debris, trash bags and containers. No housekeeping or garden implements shall be kept outside the Condominium at any time. Please be respectful of our landscapers and keep hoses coiled on hose racks attached to the Unit and off the grass.

- **5. CLOTHES LINES:** Clothes lines are prohibited. The drying of linens, clothing, rugs, or similar items will not be permitted outside a Unit.
- **6. DAMAGE TO ASSOCIATION PROPERTY:** Damage to Association property by Unit Owner, his or her family members, guests or agents shall be the responsibility of the Unit Owner.
- **7. UNIT OWNER REMODELING AND ALTERATIONS:** Written permission from the Board is needed. Permits are available in the Office and on the website.
  - **A.** Any and all requests must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional, along with a \$50 deposit check. Once all requested information is given to the Office, written permission will be granted. Once work is completed please call the Office to schedule an inspection to ensure compliance with the Rules and Regulations. Upon final inspection from the Board, the deposit will be returned.
  - **B.** The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.
  - **C.** Any modifications, installations, or additions made by a Unit Owner shall be the financial responsibility of the Unit Owner and his or her grantees, heirs, successors and assigns and any future Owners of the Unit, including, but not limited to, insurance, maintenance, repair, and replacement of the modifications, installations or additions, regardless of whether the modification, installation or addition was installed by the current or a former Unit Owner.
  - **D.** Work hours are 8:00 A.M. to 5:00 P.M., Monday through Saturday. No work is permitted on Sundays or Holidays (New Year's Day, Memorial Day, Independence Day, Thanksgiving, and Christmas).
  - **E.** Each Unit Owner is responsible for the conduct of his/her contractors, subcontractors, agents, actions and inactions while on the Condominium Property. A fifty (\$50) deposit is required for all work. Special care and consideration to the grass and neighbors is requested. Please instruct your contractors to not park in the grass or block any neighbor's driveway or mailbox. Such contractors, subcontractors and agents enter upon the Condominium Property at their own risk and agree to indemnify and hold harmless the Association for any liability or damages, which arise in connection with their activity on the Condominium Property.
  - **F.** No action may be taken by a Unit Owner, contractor, subcontractor or other person, which would jeopardize the integrity of any structural component in the Condominium Building. Such actions include but are not limited to penetration into, cutting into, chipping, or any other activity which could jeopardize a structural component. In the event that any structural component is damaged or modified to any extent, the Association must be immediately notified.
- **8. ROOF VENTALATION FAN:** The fan cover must be painted to match the existing vent covers and look and function similar to original vent fan.
- **9. HURRICANE IMPACT WINDOWS:** A County Permit is required. Windows must conform in looks to the diagram in Greentree Villas permit. Windows must match existing color. The replacement of current Unit windows with hurricane impact windows shall be permitted subject to the approval of the Board. Please call the Office for an inspection upon completion.

- **10.FRONT DOOR REPLACEMENT:** A County Permit is required. Door, frame and area around the door, must match existing color. Steel or fiberglass is required and if choice #2 or #3 is selected only impact glass can be used. Please see Greentree Permit for choice selection.
- **11. INSTALLATION OF REAR AWNINGS**: Awning may not extend wider than 21' (which is the width of the porch enclosure and the kitchen window) and 8' deep. The design may have a valance as seen on the Permit. Awning color must be solid beige with a beige frame to blend with building.
- **12.GARAGE DOOR REPLACEMENT:** Garage door must meet current Building Code and a Palm Beach County Permit is required. Garage door must match existing color. Garage door is to match samples on the Permit. It should be with or without windows, flush panels or designed as shown. A fixed impact window is allowed in the third panel from the bottom. Vent allowed on bottom panel.
- **13.SATELLITE DISH/ANTENNAS:** Written permission from the Board is required. Radio and TV antennas and satellite dishes may not be affixed to any part of the roof, gutters, soffit, air conditioner or space between the kitchen windows of A & B Units. They may not be attached to the wall between the garage doors, or the wall where the front door is located. Mounting brackets shall not extend more than 24 inches from the wall to which they are attached. The lowest part of the dish or mounting brackets must not be lower than 6 feet from the ground. Future maintenance on this installation will be at the Owner's expense.
- **14.REAR GUTTER INSTALLATION:** Gutters and downspouts must be six (6) inches to match existing type & color as front gutters. Any maintenance, including, cleaning the gutters on this installation will be at the Owner's expense.
- **15.STORM SHUTTERS:** A County Permit is required. The installation of storm shutters must be approved by the Board. Accordion type folding shutters made of aluminum, operating from side to side with a track at the top of the window, and the bottom of the window may be installed. The shutters must be beige in color. No type of key or locking device shall be allowed. The cost, installation, repairs and maintenance of the storm shutters is the responsibility of the Unit Owner. Furthermore, the Association and the Board of Directors accepts neither responsibility nor liability for the operations of the shutters, nor the actions or lack of actions arising thereof.
- 16. ENCLOSURE OF SCREENED PATIOS: The enclosure of a Unit's screened patio must first be approved by the Board of Directors. See Permit for examples of approved styles. Sliders or single hung windows are permitted. The glass panel in the door may have either a single hung window, or full view. Windows or doors with non-impact glass are required to have shutters installed. All metal panels, frames and doors will be of the same color as Benjamin Moore #16360 Bronze tone paint, or equivalent. To remove the interior glass sliders as part of this change, your County Permit must state that the space is being changed from a porch to a habitable space and must include an Electrical Permit. This type of change will require additional work for the County Permit to be approved.
- 17. OUTDOOR PATIOS: Patios are not permitted without written permission by the Board. Patios are restricted to a maximum width of 18 feet and a depth of 7 feet max and located between the Kitchen window and the end of the Lanai (Porch). Poured concrete slabs are not permitted. Wooden Decks are not permitted. Patio edge must allow for 4 foot mower clearance between any trees or other obstacles or it cannot extend the full depth of 7 feet. The Unit Owner is responsible for the cost of removal of hedges and relocation of sprinklers where necessary. The Board will inspect for compliance upon completion. Maintenance & repair of the patios are the responsibility of the Unit Owner.

- **A.** When Unit Owners leave for an extended length of time, grills and all patio furniture must be taken indoors. It is advisable that Unit Owners arrange with a neighbor or friend to care for their Unit when absent. **Always turn off your water at the main shut-off**.
- **B.** It is recommended that Unit Owners avoid storing a propane gas tank in the interior of a Unit. It is advisable to store them outdoors in the patio area.
- **C.** Outdoor furniture is allowed on the patio but must be removed in the event of a hurricane and high wind warning, or if the Unit is to be unoccupied for a period greater than two weeks or during hurricane season (June 1<sup>st</sup> through November 30<sup>th</sup>).
- **D.** No colored lights or lighting which cause annoyance is permitted.
- **18.BARBEQUE GRILLS:** The use of grills is permitted subject to the following specifications. The grill is to be placed against the rear wall between the entrance door and the kitchen window. The grill must be placed on patio blocks. No poured concrete is permitted. Grills must be covered when not in use.
- **19.A/C REPLACEMENT:** A County Permit is required. The A/C Unit shall be no more than 29" wide and 39" in height. The air discharge should be 60°F minimum. The air inlet must allow for 12" of clearance on all 3 sides. The maximum size Unit is a 3 ton capacity Unit. The Unit must be installed in the same location as the existing Unit. The color of the Unit must be compatible with color scheme in Greentree Villas. If new copper lines are installed they must be painted to match the building. Please submit the make and model of the A/C Unit and the name of the installer to the Office.
- **20.PLANTINGS:** Requests by a Unit Owner to plant plants or trees around their Unit will be done on a case by case basis to ensure what is planted is not detrimental to the Unit or the surrounding area. Please fill out a Landscape Request Form and attach a diagram of where you would like to plant, and the Board will review your request. Please do not install plants until permission has been granted. Plantings placed by an Owner once permitted are the responsibility of the Owner to maintain.
  - **A.** A 5 foot (60 inch) lawn area must be maintained between plantings and any obstacle that may prevent lawn maintenance equipment or personnel from performing their normal function of maintenance of operations.
  - B. Trees must be planted a minimum of 15 feet from any structure, and only with written permission from the Board.
  - **C.** If an owner gets or has gotten permission to plant something outside the current landscapers contract such as flowers around a tree or a planting area away from the unit, it is the owners responsibility to maintain. If the owner does not keep this area free of weeds and maintained the association reserves the right to remove said plantings.
- **21.PAINTING:** If an Owner would like to paint their Unit or apron, please contact the Office for permission to do so and to find out the correct paint color.
- **22.SEALING OF DRIVEWAYS:** Please fill out a request to notify the Office of your intent to seal your driveway.
- 23.POLE LIGHTS: The Association will change the light and sensor. The pole and mailbox is the Owner's responsibility. In the interest of safety and security, electrical current to the pole lights must be kept on at all times, including, absence of the Owners. These posts are equipped with a sensor that goes on at dusk and off at dawn. It is mandatory that these lights are in proper working order and illuminated every evening. If your sensor is not working, please contact the Office to get it fixed.

# MAINTENANCE RULES AND REGULATIONS ARTICLE III

### MAINTENANCE OF INDIVIDUAL UNITS

### 1. GENERAL POLICY:

- **A.** Unit Owners are responsible for the maintenance and repair of the interior of their Unit.
- **B.** No noxious or offensive activity shall be carried on at any home, nor shall anything be done therein which may be or may become an annoyance or nuisance or damage to the neighborhood or any other Homeowner.
- **C.** The Association is not responsible for the maintenance and repair of outside screens, glass or working parts within the door and window frames. The Association is responsible for window damage caused by hurricane winds. The Association is not responsible to maintain the waterproof caulking around the frames. Waterproof caulking around window frames and maintenance on windows is the Unit Owner responsibility per the Declaration.
- D. Repair of damage to the interior drywall of a Unit to include all walls & ceilings due to water leaks is the Association's responsibility, unless leak is Unit Owner's negligence. Repair or replacement of personal property, paint and/or wall decorations, etc. caused by such water leaks shall be the responsibility of the Unit Owner. The Unit Owner should look to his or her insurance company for payment of such damage. Accordingly, all water damage to drywall must be reported first to the Association (Office) before repair is undertaken and Board approval is required before repair can be commenced. Water damage to drywall caused by Unit Owner negligence is the Unit Owner's responsibility.
- 2. ROOF GUTTERS AND DRAIN PIPES: The Association has assumed responsibility for the replacement, repair and maintenance of roof gutters and drain pipes in the front of the Unit. Any rear gutters installed by individual Owners are the responsibility of the Owner.
- **3. HURRICANE AND DISASTER PREPAREDNESS:** All outside items such as, but not limited to hoses, plants, pots, barbecue grills and propane tanks and any other potential flying objects must be brought in and secured within the home and not outdoors.
- **4. ANT, BUG AND TERMITE INFESTATION:** The Unit Owner is responsible for ant, bug, roach and termite infestation within the Unit, except that termite infestation caused by subterranean and dry wood termites, if found, should be reported to the Board of Directors for immediate action.
- **5. PLUMBING AND ELECTRICAL PROBLEMS:** The Unit Owner is responsible for the repair of plumbing and electrical problems including the main electrical panel, spigots, interior and exterior fixtures of the Unit.
- **6. WATER CONSERVATION:** Water conservation is important to all members of the community and is strongly encouraged. Leaking water faucets, both interior and exterior, and toilets are a major expense on Association assets if not repaired within a reasonable amount of time.

### ARTICLE IV USE AND OCCUPANCY OF CONDOMINIUM UNITS

1. **SEASONAL RESIDENTS:** Unit Owners absent for any length of time, especially during the hurricane season, must designate someone to look after their Unit. A key to your Unit must be given to local person for quick access in case of an emergency and this person's name, address and phone number must be on file in the Office.

- **A.** The Unit Owner, or Renter, must notify the Office if anyone will occupy said Unit during their absence.
- **B.** These visits may not exceed 30 days in any calendar year except that under extenuating circumstances permission to exceed this standard is approved by the Board of Directors. Any person occupying a Unit for more than 30 days must submit an Application for Tenancy and begin the screening process.
- **C.** Temporary occupants must be made aware of and observe all the Rules and Regulations. Remember, they are your responsibility.
- 2. **RESIDENCY:** The Unit may be occupied by an Owner's family and guests. Any family member staying for more than 30 days including but not limited to new spouses must begin the screening process within 30 days. No more than one single family may reside in a Unit at any one time.
- 3. MINIMUM AGE REQUIREMENTS: The minimum age requirement to occupy a condominium Unit in this Association is Fifty-Five (55) years of age of one occupant. Proof of age that at least one occupant is 55 years of age is mandatory to maintain the Association's right to "A 55 and older community" in accordance with State and Federal Law. Failure of any Unit Owner or Renter to provide this information within thirty days after the effective date of these Rules and Regulations will be cited for a violation of this provision. Furthermore:
  - **A.** Children under 18 years of age are not permitted to reside in the community except that children are permitted to visit and temporarily reside in for a period not to exceed thirty (30) days in any one hundred twenty (120) day period.
  - **B.** Unit Owners will be held responsible for the conduct, actions and behavior of visiting children.
- **4. PROPERTY ACCOUNTABILITY:** Nothing is to be removed from the Activities Room, Maintenance Stockrooms, or any other common area. Card tables, chairs, and all furniture which is a permanent part of the Clubhouse areas may not be removed for any reason whatsoever. This furniture will not be loaned to any condo Owner.
- 5. GUEST RULES: It is the Owner's responsibility to tell all guests they must obey our Rules and Regulations. All residents must be screened within 30 days. Persons occupying a Unit for more than 30 days non-consecutively must be screened. All new Owners must be screened. Anyone added to the Deed or a new spouse must notify the Office and set up an appointment to be screened within 30 days.
- 6. LEASING AND SALE OF UNITS: Greentree Villas is a residential community intended for the use of its members and their families and guests. Inasmuch as it is the intent of the Association to encourage a family community, the Association requires all purchasers to reside in their Unit for two years or more before leasing the Unit. In the case where ownership has been transferred between immediate family members (defined as Mother, Father, Brother, Sister, Grandparent or Grandchild) and the original family member has owned the Unit for 2 or more years, then the new family member is exempt from the 2 year waiting period.
  - With this in mind, Units may not be leased for a term less than three (3) months in any one calendar year except when the lease begins in the fourth quarter and extends into the first quarter of the following year. No Unit may be leased for more than one time in a year for a period of not less than ninety (90) consecutive days. No Unit may be leased for more than one (1) year without the approval of the Board of Directors. Only the entire Unit may be leased.

- **A.** When an Owner decides to sell a Unit, the Association must be notified. No sale or rental will be permitted without prior approval of the Board of Directors. In order to avoid a delay in scheduling a closing interview, Unit Owners are advised to inform the Association immediately after signing a contract for sale.
- **B.** All leasing and sale contracts must be reported to the Association's Board of Directors to arrange for an interview of the lessee or purchaser as well as the approval of the Board of Directors. Appointments for interviews must be made by contacting the Association's Office. An interview must be scheduled a minimum of fourteen (14) days in advance of any closing date of rental or resale.
- **C.** The processing fee for each rental or resale interview will, from time to time, be established by the Board of Directors.
- **D.** If a Renter chooses to renew his or her lease under the same terms, at the same location, or at another location in Greentree Villas, the standard fee may be waived by the Board of Directors.
- **E.** The Association will be provided with a copy of each Lease Agreement or Warranty Deed. Leases must be renewed yearly and a copy must be provided to the Office.
- **F.** At resale, Unit Owners must provide the new Owner with one set of complete documents, a key to the Clubhouse, blue garbage bin and recycling bins.
- **G.** It is the responsibility of the Unit Owner/Seller of a Unit to notify the Association immediately of a Unit listed for sale with a real estate agency. This will allow the Association to accommodate real estate agents access to the community when showing a Unit to a potential buyer.
- 7. MAILBOXES: In order to assist law enforcement, fire department, medical emergency and postal service personnel in identifying residents in need of such services, all mailboxes must include the street number of the Unit. Two (2) light reflectors and one (1) flag holder are permitted to be attached to the mailbox post. The flag holder may be attached to the back of the post so that the flag does not interfere with street traffic or the delivery of mail.
- 8. GARAGE SALES: Garage sales are not permitted in the unit.
- **9. BUSINESS USE OF UNITS:** No Unit may be used for any commercial purpose. Residents engaged in business activities or are otherwise gainfully employed, are cautioned to avoid making any representation, or otherwise imply that his/her activities are endorsed or approved by the Association.
- 10.SOLICITATIONS: Door to door soliciting and distribution of hand bills or business cards for commercial purposes is prohibited. Solicitation by any person, anywhere within the Association's premises, for any purpose, whatsoever, is prohibited. The purpose of this rule, however, is not intended to prohibit the solicitation of members of the community to participate in Association approved activities. Solicitation in the Clubhouse is not permitted unless the activity is for the education, entertainment, or welfare of the condominium property.
- 11.SECURITY CONTROL ACCESS: The Military Trail exit has a gate to which motor vehicle entrance and exit can only be obtained through use of a remote or gate card. Gate cards (\$10) and remotes (\$40) are available in the Office. All Clubhouses are locked. Keys for the Clubhouse are available for \$5 from the Office.
- **12.PETS:** No Pets of any kind (except birds and fish), including, but not limited to cats, dogs, or any animal or reptile species are allowed in the Unit, Common Elements, Condominium and/or Association Property at any time. This rule applies to residents, guests and visitors who come into the community with pets. **NO VISITING PETS PLEASE!!!** Please be advised that this is a

No Pet Community, and as such, Greentree Villas has no rules regarding ESA animals. They are under the guidelines established by the Federal Government. Under the Federal and State Fair Housing Acts, an Owner, tenant or guest who is disabled may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability.

- A. The Unit/Pet Owner must apply for an accommodation before acquiring the animal.
- **B.** Once an accommodation is granted, the Owner must register the animal and supply a picture of the animal, a copy of current vaccination records, and a copy of the Palm Beach County License.
- C. The Owner must follow all federal, state and local guidelines for Ownership of said animal. The Association reserves the right, pursuant to Florida's nuisance law, to withdraw this accommodation at any time, should the emotional support animal become a nuisance to others, which includes, but is not limited to: creating excessive noise (barking); aggressive behavior; causing harm to others; failure to properly dispose of waste and excrement; failure to maintain the animal on a leash when outside the Unit; failure to comply with all Federal, State and Local Ordinances and Statutes; allowing the animal to roam and/or enter the property of another without permission; insect/extermination problems; sanitation/odor problems and/or failure to provide the Association with current annual vaccination records and County tags/licenses for the animal.
- **D.** No such animal may be replaced upon its demise, departure, or disappearance from the premises. If an Owner would like to replace an ESA animal, the Owner must register the new animal with the Office and supply a picture of the animal, a copy of current vaccination records, and a copy of the Palm Beach County License.
- **E.** No animal shall be allowed to run loose on the Association's property. Animals must be maintained on a maximum six-foot hand-held leash, hand carried or in a cage or carrier when outside the Unit.
- **F.** No animal shall be left unattended, or tied or tethered to any object outside.
- **G.** Under no circumstances shall the animal be left unattended for more than 24 consecutive hours.
- **13.FEEDING OF WILDLIFE:** Bird feeders are allowed on your patio. Please refrain from hanging them in trees or out in the middle of the grass. Nothing should be placed in the common area that could interfere with the landscaper's ability to do their job. The feeding of any form of wildlife, including, but not limited to fish, cats, possums and waterfowl such as ducks or geese is prohibited.
- **14.SIGNS:** The display of signs and/or posters in Unit windows or on the limited or common elements of a Unit is prohibited, except that alarm system signs may be posted in the hedge area of the front window of a Unit. No signs or notices are permitted on patios, or on lawns advertising any residence for rent, lease or for sale. No signs of any kind advertising or soliciting services and/or business of any type permitted in or around Units.
- **15.HOLIDAY DECORATIONS:** Decorations on the outside of the Units shall be confined to any Holiday season and only be displayed during the Holiday period.
- **16.DAMAGES:** Each Unit Owner is responsible for damages to common property caused by Unit Owner, his guest or tenants. Same to include, but not limited to furniture, lamp posts and common areas.
- **17.TRASH AND RECYCLABLE MATERIAL:** Trash will be collected by the Solid Waste Authority of the County of Palm Beach on Wednesday and Saturday of each week, except on

Thanksgiving and Christmas. Pick-up for these holidays will be the next scheduled pick-up day. The following rules will apply:

- **A.** Recycled trash will be collected on Saturday.
  - i) Newspapers must be placed in the yellow recycling container and placed at the curb.
  - ii) Glass and plastic bottles and jugs, aluminum and tin cans and similar items must be placed in the blue recycling container and placed at the curb.
- **B.** The preferred trash container is a heavy duty plastic container with lid & handles. As of October 1, 2019, the SWA will be issuing 48 gallon grey plastic trash receptacles. These rolling containers will be registered to the Unit and only trash located inside them will be picked up. Any trash bags placed at the curb will not be picked up. Trash containers may be placed outside after 6 P.M. At all other times, trash containers, including recycle containers must be kept inside the garage. Due to the close proximity of these containers, please keep these containers deodorized with proper chemicals for this purpose.
- **18.SUNBATHING:** Shirtless sunbathing by residents and guests on common elements and driveways is prohibited except in the pool area.
- **19.PROPER CLOTHING ATTIRE:** All Unit Owners, Renters and their guests are reminded that when appearing in public or walking to and from the pool they should be properly dressed. A cover-up is required. Men working outside their Unit without a shirt or other proper attire are in violation of this provision.
- **20.NO SWIMMING, WADING OR FISHING** allowed in the lakes or waterways.
- **21.VOTING REGISTRATION:** Each Unit Owner is assigned one vote. Please make sure to fill out the voter's registration form and must have all Unit Owners sign it in order to inform the Office who your registered voter is.

# ARTICLE V GREENTREE VILLAS CONDOMINIUM ASSOCIATION, INC. GENERAL RULES AND REGULATIONS

- 1. PARKING: It is imperative that vehicles entering the Association premises in case of emergency and medical services have immediate access to all buildings at all times. Illegal parking can be a hindrance to such services and will not be tolerated.
  - **A.** If more than one car is owned, one car is to be garaged and the other car is to be parked in the driveway and nowhere else. No overnight parking in the street is permitted. In addition, Clubhouse parking is restricted to Clubhouse use only. Guests may park a car overnight at the Clubhouse after getting a temporary parking pass from the Office.
  - **B.** The overnight parking of trucks, trailer, motor home, camper or boat is prohibited at all times within the confines of the Association's premises. This includes Clubhouse parking lots. Overnight parking hours are from 11:00 P.M. to 6:00 A.M. Under exceptional circumstances, this provision may be waived on a temporary basis only provided prior consent has been obtained. Requests for waiver of this rule must be submitted to the Association's Office for approval.
  - **C.** Because of the limited parking space in the Clubhouse parking lots, parking in this area is limited to those persons visiting the Clubhouse. Overnight parking is prohibited. Under exceptional circumstances this provision may be waived on a temporary basis only provided prior consent has been obtained. Requests for waiver of this rule must be submitted to the Association's Office for approval. Please contact a Board Member in case of emergency.

- **D.** Overnight parking on roadways is prohibited. Daytime parking on the road is only permitted as long as care is given to not block driveways or mailboxes.
- **E.** Parking on lawns (grass) is prohibited. Parking in or blocking a turnaround area is prohibited both during the day and night time hours.
- **F.** Parking across from a driveway so as to hinder access into or out of a driveway is prohibited.
- **G.** Parking of a motor vehicle without a current registration is prohibited.
- **H.** Vehicles given a warning will be logged into a book. After the 2<sup>nd</sup> violation, the vehicle is subject to towing without further notice. For a first offense the Unit Owner will be served with a warning letter to accommodate for unintentional violation; for a second offense a letter of violation; after the 2<sup>nd</sup> violation, the vehicle is subject to towing without further notice. All towing fees incurred would be the responsibility of the owner of the vehicle.
- I. Parking on a driveway of an Owner who is not in residence is strictly prohibited without written permission of the Owner. Copy of such permission must be in the Unit Owner's file in the Office.
- **J.** Vehicles with oil leaking must be repaired without delay as it damages our pavement. Blatant damage to the pavement will be the responsibility of the Owner.
- **K. SPEEDING:** A 15 mile per hour speed limit has been established for all Phases unless otherwise posted. The intent of this low speed limit is to protect pedestrians and to reduce the potential for accidents. Please observe all **FULL STOP** signs.
- 2. FLAGS: Any Unit Owner may display one portable, removable United States flag in a respectable way regardless of any declaration rules or requirements dealing with flags or decorations (Florida State Statute 718.113 (4)). The American flag will be displayed in a respectful manner between sunrise and sunset. When the American flag is flown after sunset it must be illuminated. All other flags are prohibited including flags displayed in any window in the interior of a Unit.
- 3. NOISE: Listening to one's radio, television or stereo equipment can be a pleasure to you and an annoyance to your neighbor when played beyond a reasonable volume. If it can be heard by your neighbor, it is a sure sign that it is too loud, and can be the basis for a complaint. Our community consists of senior citizens and adults who work different shifts. They all need quiet and peaceful rest in their homes. Audio disturbances shall not be permitted. Audio levels should be maintained within the walls of your Unit regardless of the time of day. City Noise Ordinance Rules will be enforced. Vehicles must turn down their volume prior to entering the property. Vehicles must be kept in good repair so as to not disturb your neighbors as you drive through the community. Please be courteous to your neighbors and keep the noise down.
- 4. GROUND MAINTENANCE PERSONNEL: The maintenance of the Association's lawns, trees, shrubbery is done by contract. Ground maintenance caretakers are employees of the contractor and not the Association. Unit Owners should refrain from complaining to or giving instructions to ground maintenance employees. If you have a suggestion or complaint regarding ground maintenance, please contact the Association Office by means of a Work Order.
- 5. MAINTENANCE PERSONNEL: Unit Owners should refrain from lodging complaints with, giving instructions to or attempt to order any maintenance employee or resident volunteer to complete a certain task when in the performance of his assigned duties. Maintenance personnel are supervised and directed by the Management. If you have a suggestion or complaint, contact the Office and if not satisfied, contact your Board of Directors. Please use the Work Order System.

- 6. PERSONAL REPAIR SERVICE: From time to time, the Association's maintenance employee has been made available to do repair work in the interior of a Unit. Work of this type can only be performed in the off-duty hours of the employee. The Association assumes no responsibility for repair work done or the conduct of the employee in the interior of a Unit. Do not call the Association Office to arrange for this personal service. Unit Owners and Renters are requested to deal directly with the maintenance employee.
- 7. SERVICE REQUESTS/WORK ORDERS: Known as work orders must be in writing. Work orders can be picked up outside the Office or on the website. Unit Owners who require repairs or maintenance are encouraged to complete a Work Order. For your convenience a letter drop in the Office door is provided for your use after Office hours.
- 8. WATER SPRINKLERS: Sprinkler damage to personal property is not the responsibility of the Association. Unit Owners are requested to notify the Office to any problem they might experience with water sprinklers located in the lawn in the vicinity of their Unit. The Association will not assume responsibility for damage caused by water sprinklers due to open windows in those cases where the Unit Owner has failed to advise the Office of a potential problem.
- **9. DELIVERIES:** The Greentree Villas Office will not act as a receiving agent for any Unit Owner or Renter.

### 10. ACCESS TO CONDO UNIT BY EMPLOYEES AND MEMBERS OF THE BOARD OF DIRECTORS:

- **A.** Maintenance personnel have been directed not to enter any Unit during working hours unless accompanied by the Manager or a member of the Board of Directors or another employee.
- **B.** Similarly, members of the Board of Directors have been advised not to enter a Unit when in the performance of Association business unless accompanied by another Board member or staff member, except for emergency access.

### 11. USE AND STORAGE OF PORTABLE GENERATORS:

- **A.** All residents who have a portable generator currently located within their Unit or intend to purchase one in the future are required to register said generator with the Association. This may be done by contacting the Office.
- **B.** Each resident is entitled to store in their garage a maximum of ten (10) gallons of gasoline provided it is stored in a red plastic container approved by the Department of Transportation (D.O.T.).
- **C.** When in use, the generator must be located a minimum of ten (10) feet from a building. This will decrease the possibility of exhaust fumes that can seep into the building. It is also wise to have a carbon monoxide detector in the residence to alert you if fumes are building up.
- **D.** Do not connect the generator to an outlet servicing the electric dryer. This can be hazardous and cause a fire.
- **E.** If a generator is to be used to service a refrigerator, for example, a direct connection is permissible. If the generator is to be used to provide electricity for the Unit, a special inverter box must be installed by an electrician.
- **F.** Generators may be operated during daylight hours only.

### ARTICLE VI AUTHORITIES FOR THE REVISION OF THE ASSOCIATION'S RULES AND REGULATIONS

### 1. DECLARATION OF CONDOMINIUM – ARTICLE XIV, USE RESTRICTIONS

Reasonable Rules and Regulations concerning the use of Condominium property may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. Any such regulations shall not be required to be incorporated in an amendment to this declaration nor otherwise be filed of record.

### 2. FLORIDA STATE STATUTE 718.112 (2) (C)

"...However, written notice of any meeting at which non-emergency special assessments, or at which amendment to the rules regarding Unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association..."