RULES AND REGULATIONS
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The latest versions of the Rules and Regulations and Exhibits are posted on The Retreat’s web site.
I. BACKGROUND:

The following documents created The Retreat at Greenbrier Condominium Association ("Association" or "The Retreat") and vested in the Board of Directors (the "Board"), the authority to enact, to administer and to enforce these Rules and Regulations.

- **Articles of Incorporation** - The Retreat exists as a Virginia nonstock corporation.

- **Declaration** - The Retreat’s principal governing document is:
  
The Second Amended and Restated Declaration of Condominium of The Retreat at Greenbrier Condominiums (the “Declaration”), dated May 28, 2008, and recorded in the Clerk’s Office of the Circuit Court for the City of Chesapeake, Virginia, on June 3, 2008, in Deed Book 07505, Page 716, as Instrument #080021994,
  
The Declaration subsequently has been amended by The Retreat’s builder and by the Board with affirmation of two-thirds of the Unit Owners eligible to vote.

- **Bylaws** - The Bylaws, as originally written, were an Exhibit to the Declaration. They have since been amended by the both the builder and the Board.

- **Rules and Regulations** –The Declaration and Bylaws contain restrictions relating to ownership and occupancy. The following Rules and Regulations serve to supplement those restrictions and are not intended to modify or limit them.

The Declaration, Bylaws and Rules and Regulations are collectively referred to as the “Governing Documents” and are a part of the “Condominium Instruments,” as defined in Virginia Code, §55-79.41 and as referenced in the Declaration, Article I, Section 10.

Copies of the Governing Documents may be obtained from the Association’s Management Agent and are located on The Retreat’s homeowner web site.

Capitalized terms used herein shall have the meaning ascribed to them by the Declaration and Bylaws or as defined herein.

You are encouraged to keep the Governing Documents, as well as other communications from the Association, in a convenient location for future reference.
II. GENERAL POLICY

These Rules and Regulations are established to:

- Protect the common interests and rights of residents;
- Ensure orderly operations and use of the Common Elements for the good of all homeowners, residents and guests;
- Protect the common safety and living environment;
- Promote a harmonious community; and
- Protect and enhance home values within The Retreat.

As residents, our conduct and living habits may affect our neighbors. Courtesy and an awareness of the sensibilities of others are of paramount importance. Therefore, we can expect cooperation, consideration, moderation, tolerance, appropriate restraint, and compliance with the Governing Documents from each other. Please observe the Golden Rule: that is, be as considerate of your neighbors as you would like them to be considerate of you.

ENFORCEMENT OF THE RULES AND REGULATIONS IS UNDER THE DIRECT SUPERVISION OF THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE GOVERNING DOCUMENTS.

III. RESIDENTIAL USE

A. Business Activities

1. A Unit Owner or Occupant residing in a Unit may conduct an ancillary business or trade activities within the Unit as long as, in the Board’s discretion:
   a. existence or operation of the business or trade activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;
   b. it does not involve visitation to the Unit by employees, clients, customers, suppliers or other business invitees in a number greater than would normally be expected for guest visitation to a residential Unit without business activities;
   c. it is legal, conforms to all zoning requirements for the Condominium, and complies with all applicable laws, including local ordinances;
   d. it does not unreasonably increase traffic in The Retreat in excess of what would normally be expected for residential Units without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
   e. it does not increase the insurance premiums paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
   f. it is consistent with the residential character of The Retreat;
   g. it does not constitute a nuisance or a hazardous or offensive use;
h. it does not threaten the security or safety of other residents at The Retreat; and

i. it does not result in a materially greater use of Common Elements, facilities or Association services.

2. The terms "business" and "trade," as used herein, shall have their ordinary, generally-accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

   a. such activity is engaged in full or part-time;
   b. such activity is intended to or does generate a profit; or
   c. a license is required therefor.

3. Notwithstanding the above, use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this paragraph.

4. If a Unit Owner or Unit occupant is conducting or plans to conduct a business or trade activities from the Unit, the Owner or a prospective Owner must submit for Board review an Application to Conduct Business or Trade Activities, which is incorporated herein as Exhibit F.

5. No business activity shall be conducted until the business or trade activities have been reviewed by the Board.

6. Owners who lease their Unit are required to submit this Application on behalf of the Tenant; and Owner shall be responsible for Tenant’s compliance.

7. Purchasers are encouraged to submit an Application and to obtain the Board’s review prior to either signing a contract or closing.

8. Application Review:

   a. Signed and dated Applications are to be submitted to the Association’s management agent.

   b. During the Application review, the Board will consider among other factors:

      i. whether the business or trade activity will be consistent with subsection B.1. above; and

      ii. the business or trade activity’s potential to increase the Association’s insurance premiums or to affect its ability to obtain insurance.

9. The Board reserves its right to re-evaluate the business or trade activity at any time such re-evaluation would be in the best interest of The Retreat
IV. GROUNDS CARE AND AESTHETICS

The Board has established an Architectural Control Committee (“ACC”), as required in the Bylaws, Article III, D. Section 1. ACC’s role is to assist the Board with establishing, maintaining, and ensuring compliance with The Retreat’s architectural, structural, landscaping and residential use standards.

A. Alteration of Grounds, Structures, and Landscaping

1. Improvements and alterations of any nature are governed by the Bylaws, Section 7 and Section 11, as found in the Declaration Article X, Section 2, which states in part:

   “… no Unit Owner, Occupant, or any other Person may make … any exterior change, addition, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, fountain, flag, or thing on the exterior or roofs of buildings, in any windows … on any Limited Common Elements, or on any other Common Elements, without first obtaining the written approval of the ACC” as provided in these Rules and Regulations.

2. The Board may upon notice to the Owner, and upon the decision of due process, remove unauthorized additions, modifications, or alterations at the Owners expense.

B. Damage to Limited Common Elements and/or Common Elements

1. Damage to any Limited Common Elements and/or Common Elements including, but not limited to, patios, building interiors, doors, sidewalks, curbs, shrubs, and grass, caused by the Owner, renter, guests of the Owner, or others hired by the Owner or renter, are the sole responsibility of the Owner.

2. To ensure proper installation, when scheduling any electrical, plumbing or other construction work that could impact the Limited Common Elements and/or Common Elements, Owners should employ only Licensed and Bonded Contractors and coordinate the work with the Association’s management agent.

C. Window Treatments

1. TO ENSURE THE UNIFORM EXTERNAL APPEARANCE OF UNITS WITHIN THE RETREAT, ALL WINDOW TREATMENTS IN FINISHED AREAS MUST SHOW AN EXTERIOR (SIDE FACING OUTWARD) COLOR THAT IS EITHER WHITE OR OFF-WHITE. If other colors are used, they must be backed with a white or off-white lining so that the lining shows to the exterior of the Unit. This also applies to garages with windows viewed from the street. Garage doors that have a panel with windows need not be covered. The attic windows should have a black fabric installed in those windows.
2. Bed sheets, plastic, newspapers, aluminum foil, cardboard, plywood and other such materials are prohibited except for limited temporary use following a casualty to a unit.

3. Window treatments installed in windows and doors of a unit must be maintained in good condition.

4. Window treatments may include, but not necessarily limited to, the following: valance, valence and side panels, café curtain, blinds, shades, and plantation shutters.

D. Storm Doors, Windows, Porch Sun Screen, Garage Door Screen

1. Storm doors, windows, front porch sun screen, or garage door screen of a pre-approved design and color may be installed at the Owner’s expense. Owner must obtain information on the approved design and color from ACC.

2. Owners must inform ACC of their decision to install a storm door, window, front porch screen or garage screen using the following forms, which are incorporated herein:
   - Exhibit G-1 – Storm Door Application
   - Exhibit G-2 – Windows Application
   - Exhibit G-3 – Front Porch Sun Screen Application
   - Exhibit G-4 – Garage Door Screen Application

3. Approval must be obtained from the ACC prior to scheduling installation.

4. Owner shall notify the ACC following installation so that the ACC can visually verify that the storm door, window, porch sun screen, or garage door screen is in compliance with all requirements.

E. Patios/Porches

1. Owners shall maintain patios/porches in a clean, neat and orderly condition and appearance.

2. Towels, bathing suits, car covers, rugs, blankets or other items shall not be draped over Limited Common Elements, patio/porch furniture, or left on any of the Common Elements.

3. Mops, brooms or similar items are not to be placed on or stored on porch and patio areas.

F. Exterior Items Permitted

Although it is not the intent of the Board of Directors to define personal taste, the Board reserves the right to disapprove items that may be viewed as obscene or offensive to any person or group.
1. All exterior items must be maintained in good condition at all times.

2. **Items that require ACC’s pre-approval.** (Use Exhibit G – Architectural Approval Application.)
   a. Ornamental rock and stones - Only for erosion control purposes as a result of poor drainage or standing water from rain runoff.
   b. Ground/landscape lights – Only for safety and access purposes.
   c. Items attached to existing fence, window or building using a non-penetrating hanging device.
   d. Fountains (both free-standing and mechanized)

3. **Items that do not require ACC’s pre-approval.**
   a. Door decorations - Seasonal wreaths and placards are allowed on the front and/or back door of Unit.
   b. Door mats.
   c. Home security signs, to include Neighborhood Watch Decals. See part VI. SIGNS.
   d. Free-standing patio or porch swing/glider.
   e. Patio furniture and table umbrella – Umbrella shall be of a solid or stripe (no logos) and must be closed when not in use.
   f. Free-standing racks or stands to include baker’s racks or any object that holds plants and/or decorative items, shall not to exceed 48 inches in height.
   g. Statute/Statuette – One item per porch and one per patio, not to exceed 36 inches in height and 18 inches in diameter, to include any pedestal that the item may be placed upon.
   h. Freestanding hose container or reel, that is not attached to an exterior wall.
   i. One decorative item per Unit, located in a flower bed, of a neutral color, and not to exceed 18” high, 12” wide and 6” inches deep.
   j. Decorative flag – One small garden-type flag (not to exceed 13” x 18”) per flowerbed area. No more than 2 garden flags per Unit.

**G. Exterior Items Not Permitted**

1. Birdbaths, animal/wildlife feeders, (tree-hanging, or freestanding, birdseed, suet holders, hummingbird, and/or squirrel feeders).
2. Hanging baskets – hung via hooks or screws placed into exterior of the building, including brackets attached to exterior surfaces for purposes of hanging a basket.
4. Items on exterior window ledges visible from the street.
5. Ornaments for yard or lawn.
6. Yard signs are not permitted except for those in Article VI. SIGNS.
8. Children’s swing sets and children’s play toys/equipment
10. Stepping stones.
11. Laundry pole/clothesline/rack – clotheslines or other outside facilities for drying or airing clothing on porches, patios, or any Common Element are strictly prohibited.
12. Fire pits
13. Mailbox covers
14. Wind chimes

H. Holiday Decorations
1. Christmas lights and decorations are permitted to be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage the Limited Common Elements, buildings, gutters or siding.
2. Christmas decorations may not be displayed before Thanksgiving Day and must be removed by no later than January 15th of the following year.
3. Other holiday decorations are permitted under the same guidelines and may not be displayed more than one week before or one week after the respective holiday.
4. A cross, mezuzah, or similar religious symbol, not larger than three (3) inches in width and nine (9) inches in height, may be placed on the door frame of a residence.

I. The American Flag
1. Owners may display one (1) American flag per residence, only after ACC’s written pre-approval of the flag bracket’s location (Exhibit G).
2. Freestanding flagpoles are prohibited.
3. The American Flag, when flown, shall be displayed in accordance with the US Flag Code (4 US Code 1).
4. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day portable, removable official flags of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard are permitted to be displayed in a respectful manner, and must be removed by the end of the following day.
5. Lighting to display the American Flag between sunset and sunrise must be in accordance with the U.S. Flag code and requires ACC’s written pre-approval.
J. Landscaping

1. Annual flowers or plants may be planted by residents only in existing flowerbeds.

2. Maintenance of annual flowers and plants planted by an Owner or resident are the Owner’s responsibility. At the end of the growing season, dead annuals and plants are to be removed by the Owner. If such plants are not properly maintained during the growing season, they will be removed at the direction of the Board; and removal cost will be the Owner’s responsibility.

3. The following landscaping changes must receive ACC’s written pre-approval:
   a. Flowers and plants which exceed the height of an exterior window ledge;
   b. Any planting outside of the patio area or on the Common Elements; and
   c. the addition of new landscape plants. ACC uses as its guide the species already in use at the Retreat.

4. Plantings performed by the Owner or resident must be mulched with matching mulch.

5. New plants, planted by an Owner or resident, will become the property of the Association; and the Association will provide future mulching, pruning, and fertilization. However, if the plant should die, the Owner will be responsible for its replacement.

6. Removal of and/or the replacement of existing plants or shrubs in the landscaping beds must be pre-approved by the ACC.

K. Fences

Owners are not permitted to construct any fence to enclose a patio or to delineate any portion of the Common Element or Limited Common Element without prior written approval of the Board of Directors.

L. Littering

Trash, litter and cigarette butts shall not be discarded on the walkways, parking areas, patios, porches, or any other Common Element or Limited Common Element.

M. Storage

All personal property, such as lawn chairs, toys, bicycles, tables, etc., must be kept inside the garage.

N. Bulletin Boards

1. Bulletin Boards, as approved, defined and directed by the Board of Directors (open, glass enclosed, electronic, etc.), may be placed upon the Common Elements by the Association primarily for the purposes of providing residents with general information about activities at the Retreat.
2. The bulletin board may be used by residents to post personal information (moving sales, home maintenance services, etc.); however, personal use of the bulletin board should be limited and courteous.

3. Personal notices, no larger than 3” x 5”, may be displayed for one week and must be removed promptly after an event.

4. Personal notices should not be posted or otherwise placed over or obstruct other notices.

5. Personal notices are prohibited from being placed anywhere within The Retreat other than on a Board-approved bulletin board.

Q. Satellite Dishes
The Satellite Dish Rules and Regulations are incorporated herein as Exhibit “A.”

P. Abandoned Personal Property
1. Personal property shall not be kept on or allowed to remain on any portion of the Common Elements or Limited Common Elements for more than twenty-four (24) hours.

2. Refer to The Retreat’s “Due Process Resolution”, Exhibit D, for resolution of violations.

Q. Safety Systems
Unit Owners, Occupants and guests shall not tamper with or disengage any portion of the Condominium’s life safety systems or fire control devices, including smoke detectors or other items within the boundaries of a Unit.

R. Outbuildings
No structure, including without limitation, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by an Owner or Occupant on any portion of an Owner’s Unit, Common Element or Limited Common Element at any time, either temporarily or permanently, without pre-approval of the ACC. (Exhibit G)

V. SAFETY, SANITATION AND RESIDENTS

A. Children's Play
For the safety of all, children on bicycles, mopeds, roller skates, skateboards, toys or other devices on wheels or runners or who are playing on the streets at The Retreat must yield to traffic and pedestrians, by moving to the curb.

B. Common Elements
Residents shall not obstruct the Common Elements which include, but are not limited to, sidewalks or lawn areas with equipment, furnishings, bicycles, toys, wood, grills, boxes or other objects. These areas shall be used for the purpose of free access and as intended by their design.
C. Grills

1. Grills may be used only in accordance with federal, state and local ordinances, including, but not limited to, fire protection and prevention codes as established and/or enforced by the Commonwealth of Virginia, City of Chesapeake, Virginia or other appropriate governmental entity.

2. Gas or charcoal grills must be used on the Unit’s patio.

3. If the Unit has no patio, the grill may be used on the Unit’s driveway, which is a Limited Common Element. The grill must be placed in the proximity to the driveway’s center to prevent damage to surrounding areas.

4. The grill must be returned to the Unit’s garage after use – ONLY when cool.

5. No grill shall ever be used inside any Unit, including the garage.

6. No cooking on grills is permitted on any part of the Common Elements unless such grills have been placed upon the Common Elements by the Association.

7. Gas grills provided by the Association must be operated by adult residents only and must be cleaned immediately after use.

D. Firearms and Fireworks

The use of firearms and fireworks upon the Common Elements or Limited Common Elements is strictly prohibited.

E. Trash

1. All trash for collection must be set out at the main street, next to the curb, at the end of the driveway.

2. Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection; and they must be returned to the garage by 9:00 p.m. the day of collection.

3. Only trash containers with lids, that are provided by the servicing company, are permitted.

4. Trash containers shall be stored in the garage at all times, except when set out for collection.

5. All paper or loose trash should be sealed in a bag before being placed in the container, to prevent it from blowing onto streets and surrounding areas during servicing or in the event the container is knocked over.

6. Residents will be responsible for clean-up of trash spillage.

F. Speed Limit

1. The speed limit throughout The Retreat is fourteen miles per hour (14 mph).

2. Drivers must come to a complete stop at all posted stop signs. Drivers should yield to pedestrians.
G. Roommates
1. All roommates or guests of any Owner or resident are subject to The Association’s Governing Documents.
2. Any party entitled to occupancy of a Unit shall be responsible for the actions of such roommates and/or guests.

H. Unsightly or Unkempt Conditions
1. The assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Common Elements or Limited Common Elements other than in the garage.
2. No personal items shall be stored outside the Unit.

VI. SIGNS

A. General Directives
1. No signs, advertising posters or billboards of any kind can be erected, placed on or permitted to remain on the grounds of The Retreat without the prior written approval of the Board.
2. No political signs or placards can be displayed or placed on the grounds of The Retreat without the prior written approval of the Architectural Control Committee. (Refer to Section E below for specific requirements.)
3. The Board is vested with the right to erect reasonable and appropriate signs on the behalf of the Association.
4. No sign can be hung or displayed from inside the windows of a unit with the exception of “For Sale/For Rent” signs as provided in Section B below and the political signs as provided in Section E below.

B. For Sale/For Rent Signs
1. For Sale and For Rent signs are not permitted on the Common Elements or the Limited Common Elements of the Condominium.
2. Only a professionally prepared “For Sale” or “For Rent” sign may be hung or displayed from inside the windows of the unit.
3. Signs are not to exceed two feet (2’) by two feet (2’) in size.

C. Security Decals and Sign (Board Approval Is Not Required)
1. Professional security decals can be displayed from within a unit.
2. Decals cannot exceed six inches (6”) by six inches (6”) in size.
3. No more than two professional exterior signs can be displayed outside the unit.
4. Exterior signs cannot exceed ten inches (10”) by twelve inches (12”) in size; and they cannot exceed twenty-eight inches (28”) in total height, including the sign.
5. Signs must be placed in the plant or the shrubbery bed that is immediately adjacent to the Unit.

D. **Medical Alert Decals (Board Approval Is Not Required)**

1. Emergency medical decals can be displayed.
2. Decals cannot exceed six inches (6”) by six inches (6”) in size.

E. **Political Signs (Architectural Control Committee Approval Is Required)**

1. Signs must be professionally prepared.
2. Only two signs can be displayed. They can be displayed inside or outside of a Unit.
3. Signs cannot exceed two feet (2’) by two feet (2’) in size.
4. Signs displayed outside a unit cannot exceed three feet (3’) in total height, including the sign.
5. Any sign displayed outside a unit must be placed in the landscaping bed that is immediately adjacent to the unit.
6. Signs must not be displayed earlier than thirty (30) days prior to the date of the election(s) and must be removed within three (3) days after the election date.
7. Signs cannot be posted on structures, fences, poles or any natural objects, i.e. trees.
8. Virginia Law requires political signs to contain a disclaimer that reads: Paid for by [name of the candidate or campaign committee].”

VII. RECREATIONAL AREAS

A. **Individual’s Responsibility**

1. The Pool, surrounding area, and the Clubhouse (hereinafter the "Recreational Areas") upon the Common Elements shall be for the exclusive use of residents and their guests.
2. Guests are to be accompanied by the resident at all times. Please respect the rights of other residents when deciding the number of guests you invite to the Recreational Areas. Currently, this number is four guests per unit.

B. **Pool and other Recreational Area.**

The Retreat’s Pool Rules and Regulations are incorporated herein as Exhibit B. Generally, they are amended by the Board and distributed annually.

C. **Clubhouse**

The Retreat’s Clubhouse Rental Rules and its Clubhouse Reservation and Agreement form are incorporated herein as Exhibit C and Exhibit C-1, respectively.
D. Pets

Pets are not permitted on or within the Recreational Areas.

E. Containers

See Exhibit B – Pool Rules and Regulations for container restrictions. All beverages must be in non-glass containers.

F. Personal Property

When leaving the Recreational Areas, residents and guests must remove all of their personal property, trash and litter. No personal property is to be left unattended on the Recreational Areas. The Association is not responsible for any articles left on the Recreational Areas.

G. Hours of Operation

Pool hours are set out in Exhibit B – Pool Rules and Regulations.

Exercise room hours; 5am to 10pm.

H. Lakes

All Unit Owners, Occupants and their guests are prohibited from using the lakes for any purpose which includes, but is not limited to, swimming, boating, fishing or any other recreational activities.

I. Common Element Reservations

With the Board’s prior written approval, and subject to any restrictions imposed by the Board, a Unit Owner may reserve portions of the Common Elements for use for a period of time as set by the Board.

VIII. PETS

A. Owner’s Responsibility

1. The owner of a pet shall be directly responsible for any damage or inconvenience caused by the pet within The Retreat and for controlling the behavior of the pet.

2. Any pet which is upon the Common Elements must wear a tag showing the name and address of the pet owner.

3. All pets must be cared for, maintained and properly licensed as required by the Commonwealth of Virginia and ordinances of the City of Chesapeake, Virginia.

4. Any Unit Owners, Occupants and their guest who keep or maintain any pet upon any portion of the Condominium shall be deemed to have indemnified and to have agreed to hold the Condominium, each Unit Owner and the Association free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
B. *Leashes/Supervision/Confinement*

1. No pet shall be permitted on the Common Elements unless it is on a leash and under direct supervision at all times.
2. Pets must be walked away from buildings and walkways.
3. Owners of pets shall be responsible for immediately removing the animal’s droppings from the Common Elements and grounds, including Limited Common Elements.
4. Pets shall not be permitted to roam outside.
5. Pets shall be fed inside the Unit only; and food shall not be placed on the porches, patios or verandas.
6. No pet shall be staked or tied out of doors or left on a porch, patio or veranda, nor shall any structure or pen for a pet be built on a porch, patio, veranda or any portion of the Common Elements.

C. *Restrictions on Type and Number of Pets*

1. A Unit Owner or Occupant may keep dogs and cats in a Unit. Four pets per unit are allowed but NEVER more than (2) two dogs. (Examples are: 2 dogs and 2 cats; 1 dog and 3 cats; no dogs and 4 cats.)
2. No Unit Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.
3. No potbellied pigs, snakes of any kind, or animals determined to be dangerous shall be brought onto the Condominium at any time.

D. *Nuisance*

1. All barking, noise and odors shall be kept under control by the Unit Owner or Occupant so as not to disturb other residents or to be a nuisance.
2. The Board of Directors shall rely on Animal Control for the City of Chesapeake to remove any animal that is found to be in violation of the Nuisance rules or which endangers the health, safety or property of any resident. The Association’s *Due Process Resolution, Exhibit D*, will be followed

**IX. GARAGES/PARKING/TOWING/MOVING**

A. *Garages*

1. Garage doors shall remain closed, except for necessary use.
2. All garages shall be maintained in such a manner that can accommodate parking of two motor vehicles for which the garage was designed.
3. A resident shall not convert the Unit’s garage to any use other than vehicular parking.
B. Parking

1. Authority of the Board of Directors
   a. The Board is empowered to regulate or assign vehicle parking in the Common
      Elements and Limited Common Elements in accordance with the Declaration, Article V,
      Section 4(1).
   b. Driveways are classified as Limited Common Areas and, as such, the Board
      is empowered to regulate the use of driveways, as stated in the Declaration,
      Article II, Section 3(a).

2. Residents
   a. Vehicles of residents must be parked in their Unit’s garage.
   b. An exemption to park an additional vehicle on the resident’s driveway may
      be authorized in accordance with subsection 10. Resident Vehicle Exemption
      Procedure.
   c. Residents whose garage (e.g. quads”) shares a single asphalt driveway are
      prohibited from blocking this means of ingress/egress.
   d. Residents’ vehicles may be parked on their Unit’s driveway for the purpose
      of completing routine household tasks in or out of the garage. Such parking
      should be the exception rather than a regular occurrence.

3. Streets
   a. Parking on the streets is prohibited except by guests for short periods of
      time.
   b. Overnight parking is prohibited.
   c. Residents should refrain from parking on the street except for rare occasions
      and then only for short periods of time.
   d. Repair trucks, delivery trucks commercial moving vans, service vehicles,
      etc., when conducting their immediate business, are an authorized exception.
   e. Towing will be enforced, in accordance with section IX. C. Towing.

4. Overflow Parking Areas
   a. There are three approved guest parking areas. They are located at
      Thornwood Lane, Thistlewood Lane and Alixis Way.
   b. These parking areas are for the use of a resident’s guest(s) and by residents
      attending a function at the Clubhouse or Pool or by Residents for infrequent,
      short periods of time.
   c. Extended and overnight parking must be approved by the Board (Exhibit E).

5. Clubhouse/Pool
   a. Residents and guests may park in the Clubhouse parking area for the sole
      purpose of using the Recreational Facilities.
b. Residents who are traveling on a community sponsored activity requiring more than four hours are prohibited from using this parking area, except for loading and unloading baggage.

c. The Social Committee Chair must coordinate its use of the Clubhouse parking area with the Board.

6. Guests
   a. Resident’s guests may park in the resident’s driveway for such time as the guest is staying with the resident. If overnight, resident is to notify the Board.
   b. Guests may park on the street and/or in overflow parking only when all spaces in the resident’s driveway are occupied.
   c. Vehicles parked on the street must not block driveways or mailboxes and must not park within fifteen feet of a fire hydrant.
   d. On the street, vehicles must be parked in the same direction as traffic flow.
   e. Any person who stays overnight in a Unit more than 21 days in a 60-day period or more than 30 days in a 12-month period shall be deemed to be an occupant/resident of the unit and shall be subject to all provisions of the Governing Documents.

7. Recreational Vehicles
   a. Vehicles used for recreation (e.g. van conversions/RV’s) that will not fit in the Unit’s garage will be permitted to park on the resident’s driveway to allow for loading and unloading within a single day. No overnight parking is permitted.
   b. Such vehicles must not block normal access of other residents

8. Vehicles Prohibited - Overnight Parking

   The following vehicles are prohibited from parking in a Unit’s driveway overnight or for more than 5 hours:
   a. boats, canoes, jet-skis, or other watercraft,
   b. boat trailers (either with or without wheels),
   c. mobile homes or motor homes,
   d. trailers of any kind, either with or without wheels,
   e. trucks, tractor-trailers, travel trailers, any vehicle used for commercial purpose or with commercial writings on their exteriors, or
   f. motorized bicycles, motorized go-carts, golf carts or any type or motorized vehicle.
9. Prohibited Vehicles
   a. Vehicles prohibited upon the Condominium and which cannot be kept, placed, stored, maintained or operated upon the grounds of the Condominium are:
      i. abandoned vehicles,
      ii. vehicles which are dismantled, partially dismantled, inoperative, or discarded, or
      iii. unlicensed vehicles or vehicles with an expired license plate.
   b. Any such vehicle found on Condominium property is subject to towing without further notice.

10. Resident Vehicle Exemption Procedure
    a. Owner may request the Board to grant an exemption to park a vehicle on the Unit’s driveway. To obtain Board approval, the exemption request must meet one of the following criteria:
       i. A three-adult household in which separate vehicles are required for the purpose of employment or education. No writing or labeling on the exterior of a vehicle used for employment is permitted. If the writing/labeling cannot be removed on a temporary basis, that vehicle must be parked in the garage.
       ii. Vehicle/van is equipped for the transportation of a handicapped/disabled resident and cannot be parked in the garage because of its dimensions and special equipment.
       iii. Vehicle is used by Home Health Care Givers and Hospice Nurses and medical staff providing daily care and support for a resident.
    b. Other situations will be considered by the Board on a case-by-case basis.
    c. Residents who require a vehicle exemption must submit to the Board an Application for Parking Exemption, incorporated herein as Exhibit E.
    d. Applications must be resubmitted in December each year for Board review in January.
    e. Residents with vehicle exemptions are required to notify the Board immediately when there is any change that affects their eligibility for the exemption.

C. Towing
   1. An agent of the Association may have a vehicle towed immediately if such vehicle is parked:
      a. in violation of Rules IX.B.
      b. in a fire lane,
      c. within 15 feet of/or blocking a fire hydrant,
d. is blocking another vehicle or access to another Owner's Unit,
e. is obstructing traffic flow,
f. is parked on any grassy area or in front of a mail box, or
g. otherwise creates a hazardous condition.

2. The Association is expressly authorized to remove, by immediate towing, without notice, at the expense of the vehicle owner, any unlawful or restricted vehicle in violation of the Governing Documents.

3. If a vehicle is towed in accordance with this section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage or injury as a result of the towing activity.

4. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

D. Moving

5. Moving into or out of a Unit shall be done between the hours of 8:00 a.m. and 10:00 p.m.

6. The Owner shall be responsible for any and all damages caused to the Condominium Property by the Owner, or any third party, as a result of such Owner or any of its tenants, moving into or out of any Unit; and such damages shall be the sole responsibility of the Owner.

7. Streets, driveways and parking areas within the Condominium are private and may not necessarily accommodate large trucks. Therefore, all Owners and residents are urged to take the necessary precautions to avoid causing damage to any portion of the Condominium.

X. NUISANCES /DISTURBANCES/SOLICITATION

A. Nuisances

1. No Owner, resident or their guests may use a Unit or any portion of the Common Elements or Limited Common Elements in such a way as to unreasonably annoy, embarrass, discomfort or otherwise become a nuisance to other Owners or residents. The Board or its designee defines a nuisance at its discretion.

2. All Owners, residents and their guests shall refrain from any act or use of a Unit, the Common Elements or Limited Common Elements which could result in the cancellation of insurance carried by the Association or which could be in violation of any law or governmental code or regulation. Nothing herein shall be construed to affect an aggrieved Owner’s right to proceed individually for relief from interference with his property or personal rights.

B. Noise Disturbances

1. Noises and sounds resulting from activities, televisions, radios, stereos, musical instruments or pets, etc. within a Unit shall not disturb other residents.
2. Any excessive noise or sound which can be heard outside the windows, walls, ceilings, floors or doors of a Unit shall constitute unacceptable noise and will therefore constitute a violation of this section.

3. Volume from the above-mentioned items should be minimized each day after 10:00 p.m.

C. Solicitation

Solicitation by commercial enterprises is not authorized within the Condominium. In a like manner and due to restricted parking availability, garage sales, yard sales, tag sales and similar activities are specifically prohibited, unless approved by the Association as a planned community activity.

XI. SALES AND LEASING

A. The Retreat at Greenbrier Condominiums Documents

1. Each Owner who sells or leases their Unit shall provide a copy of the current Declaration, Bylaws, and Rules and Regulations of the Association (Governing Documents) to each lessee or purchaser prior to the closing of the sale or the commencement of a lease. The Retreat’s Application to Conduct Business or Trade Activity, Exhibit F, should also be furnished.

2. Any sale or lease within the Condominium Property must comply with the Governing Documents including, but not limited to, the requirements concerning the Condominium's status as an age-restricted 55 and over development.

3. Owner should check with the Management Company to ensure the current cap on number of Units leased has not been reached.

B. Filing of a Lease

1. The Owner is responsible for providing the Association’s management agent with a copy of the lease and an Age-Verification Certification, prior to the commencement of the lease; and the Owner is responsible for ensuring that the lease complies with the Governing Documents.

1. Tenants may be denied use of the Common Elements, including parking privileges, if an approved lease is not on file.

C. Suspension of Use of Common Elements

In the event that the Association suspends the rights of an Owner to use the Recreational Areas or the right of an Owner to use the Common Elements of the Condominium, such suspension shall also apply to all tenants of the Owner.

XII. ENFORCEMENT

Enforcement of the covenants and restrictions contained in the Condominium Instruments and these Rules and Regulations is addressed in Article XIII, Due Process.
If any violation has not been remedied ten (10) days after a written notice to the Owner requesting that a violation cease and desist, the Association may suspend temporarily the use of the Common Elements, including the recreational facilities, and/or levy the following fines:

1. up to ten dollars ($10.00) per day for a continuing violation or
2. $50.00 per violation for any one (1) violation.

However, without any additional notice, vehicles found to be in violation of Article IX of these Rules and Regulations shall be subject to immediate removal from the property at the owner's expense.

Additional legal action may be brought against a violator at the discretion of the Board.

ENFORCEMENT OF THE RULES AND REGULATIONS IS UNDER THE DIRECT SUPERVISION OF THE BOARD IN ACCORDANCE WITH THE GOVERNING DOCUMENTS.

XIII. DUE PROCESS

See Due Process Resolution, Exhibit D. This Resolution was passed by the Board of Directors in April, 2014.
1. **General.**
   a. These Rules and Regulations apply to the installation, maintenance, use and removal of Satellite Dishes.
   b. Satellite Dishes shall be installed in accordance with these Rules and Regulations for reception only, and not transmission.
   c. No other devices for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of a Unit, Common Element or Limited Common Element.
   d. The Association shall have the right to erect, construct and maintain Satellite Dishes on the Common Elements and Limited Common Elements of The Retreat.
   e. The Association shall hold the Owner or resident responsible for damages to the Satellite Dish and for required repairs from acts of nature or the installation of the Satellite Dish.

2. **Definitions.**
   “Satellite Dish” shall mean and refer to any device that is designed to receive direct broadcast satellite service, including direct-to-home satellite services.

3. **Notice to Install Satellite Dish and Refundable Deposit.**
   a. Prior to installation of a Dish, the Owner or resident must notify the Architectural Control Committee in writing using the Application and Agreement for Satellite Dish Installation form, Exhibit A-1.
   b. A refundable deposit of $500 is required and must accompany the Application when Owner submits it to the Architectural Control Committee.
      NOTE: The deposit check shall be made payable to “The Retreat at Greenbrier Condominiums”
   c. The deposit will be returned to the Owner or resident upon satisfactory removal or transfer of ownership of the Dish as determined by the Architectural Control Committee.

4. **Size and Type.**
   a. Only one Dish is authorized per residential Unit.
   b. A Dish measuring one meter or less in diameter (or on the diagonal) is permitted.
   c. Satellite Dishes not covered by the FCC Rules are strictly prohibited.
5. **Location of Dish.**
   a. Dish shall be installed on the back part of the roof of the Unit or on any portion of the roof of the Unit that is located under an eave.
   b. Dish cannot be attached to any exterior building surface or otherwise installed on or attached to any portion of the Common Elements or Limited Common Elements (i.e. siding, soffits, trim).
   c. Dish must not be located on any other resident's Unit or in the air space of another resident's Unit.
   d. Any Owner or resident unable to receive acceptable reception from his/her own roof must justify on their application to the Application the need to locate their Satellite Dish in an alternate location.
   e. Dish must not obstruct access, ingress or egress to or from any Unit or other area necessary for the safe operation of the Condominium.

6. **Installation.**
   a. Owners or residents are responsible for all costs associated with the installation and the maintenance of Dishes.
   b. The installation of the Dish shall be performed by a qualified person who has a working knowledgeable of satellite dish installations.
   c. The Dish shall be installed and secured in a manner that complies with all applicable local, state and federal laws and regulations, including, but not limited to, all applicable building, fire, electrical and related codes and ordinances.
   d. The installation of the Dish shall be in accordance with the manufacturer's installation specifications and the installer of a Dish shall have a copy of such specifications on site at all times during installation.
   e. The Dish shall not be installed higher than is absolutely necessary for reception of an acceptable-quality signal.
      
      *Safety Note:* Do not install the Dish on the peak of the roof – it would serve as a lightning rod.
   f. All exterior wiring must be installed so as to be minimally visible. If penetration of the exterior surface is necessary, the penetration must be properly water-proofed and sealed in accordance with applicable industry standards and building codes.
   g. Installation shall be completed in a manner that ensures:
      (1) installation in no way damages or impairs the integrity of the Unit or any other Common Elements, Limited Common Elements or other Units; ands
      (2) any warranties of the Association or other Owners are not voided.
   h. The Dish must be secured so that they do not jeopardize the soundness or safety of any other Unit's structure or the safety of any person at or near the Dish, including damage from wind velocity.
i. The Dish shall not be installed in such a manner that would result in increased maintenance costs for the Association or other Owners. If increased maintenance does occur, the Owner or resident is responsible for all such costs.

j. The Association shall have the right to remove any Satellite Dish improperly installed at the Owner’s expense.

7. **Maintenance and Repair of Satellite Dishes.**

   a. Owners and residents are required to maintain, repair and replace their installed Dish in a safe and attractive condition.

   b. All costs of maintenance, repair and replacement are the responsibility of the Owner and resident.

8. **Removal of Satellite Dishes.**

   a. Upon the sale of the Unit, the Owner or resident shall remove the Dish, all hardware and wiring associated with the installation and make any necessary repairs to return the Unit to its original condition.

      EXCEPTION: At the time the unit is sold, if the new owner agrees to assume responsibility of the Dish, they must submit the *Application and Agreement for Satellite Dish Installation* form along with a $500 refundable deposit.

   b. In the event the Owner or resident does not comply with these requirements, the deposit fee shall not be returned and shall be applied to the removal of the Dish and the repair of the unit.

9. **Responsibility for Damage or Injury.**

   An Owner or resident who installs a Dish shall be responsible for any and all damage or injury to any property or person caused by the installation, maintenance, use or removal of the Satellite Dish.

10. **Tenants (Renters).**

    Tenants who want to install a Dish must contact the Owner, who will submit the required application and refundable deposit to the Architectural Control Committee.

11. **Miscellaneous.**

    a. These Rules and Regulations apply only to the installation, maintenance, use and removal of Satellite Dishes and shall not be read to permit or otherwise govern the installation or maintenance of any other device.

    b. These regulations are severable and if any provision is ruled invalid, the remaining provisions shall remain in full force and effect.
THE RETREAT AT GREENBRIER CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

EXHIBIT A-1 – Application and Agreement for Satellite Dish Installation
(Revised: April 17, 2017)

DATE: _________________________________

TO: ARCHITECTURAL CONTROL COMMITTEE

APPLICANT/OWNER:

Name: ______________________________________________________

Unit Address: ______________________________________________________

Home phone: ______________ Office/Cell phone: ______________________

Email address: ______________________________________________________

INSTALLATION INFORMATION:

Name of Company installing the Satellite Dish and related equipment: ______________

Dish Model/Description: ________________________________________________

(Attach brochure)

Location of Dish: ______________________________________________________

Date to be installed: _________________________________

Owner, by signing this Application, certifies, acknowledges and agrees that:

1. I shall not authorize installation of the Satellite Dish until the Architectural Control Committee (ACC) has approved this Application, in writing.

2. I shall not authorize the installation of the Satellite Dish prior to the inspection of the approved location by ACC.

3. I shall be responsible for the maintenance, repair, use and removal of the Satellite Dish and for all costs necessary to repair any damage and/or destruction caused by the installation, use and removal of the Dish.

4. I shall provide a refundable deposit of $500 along with this Application and understand that its return will depend upon the condition of Condominium property upon the Dish’s removal or ownership transfer.

5. The Satellite Dish will be installed, maintained, and removed as required by the Rules and Regulations.

Owner Name: ________________________________ Owner Name: ________________________________

Owner Signature: ________________________________ Owner Signature: ________________________________

Date: ________________________________ Date: ________________________________
<table>
<thead>
<tr>
<th>Application Date:</th>
<th>Applicant Names(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Application Received by Architectural Control Committee (ACC):</td>
<td></td>
</tr>
<tr>
<td>Deposit Received: ( ) Yes ( ) No</td>
<td>Date Received:</td>
</tr>
<tr>
<td>ACC Action:</td>
<td>Date of Action:</td>
</tr>
<tr>
<td>Approved:</td>
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<tr>
<td>Disapproved:</td>
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<tr>
<td>Tabled:</td>
<td></td>
</tr>
</tbody>
</table>

**ACC’s Follow-Up Inspection After Installation**

<table>
<thead>
<tr>
<th>Inspection Date:</th>
<th>Inspector’s Name:</th>
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</thead>
<tbody>
<tr>
<td>Deposit returned? Yes ( ) No ( )</td>
<td>Date Returned: ____________________________</td>
</tr>
<tr>
<td>Reason(s) for Denial:</td>
<td>____________________________</td>
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</table>
THE RETREAT AT GREENBRIER CONDOMINIUMS
RULES AND REGULATIONS

EXHIBIT B – Pool Rules and Regulations
(Revised: April 17, 2017)

[Pool Maximum Capacity: 63 persons.]

The purpose of these Rules is to provide a pleasant environment for the enjoyment and benefit of the Residents and their guests and to ensure the safe and sanitary operations of the Pool facilities.

Residents are responsible for ensuring these Rules are understood and followed by their guests prior to using the pool facilities.

Residents are not to provide the Clubhouse security code to guests, in order to prevent unauthorized entry to the Clubhouse by non-residents.

Access to the pool area is through one of the (3) three gates surrounding the pool. – NOT through the Clubhouse.

1. Resident Responsibilities
   a. The use of the pool facilities is restricted to Residents and four (4) guests per Unit.
   b. All guests must be accompanied by a resident at all times, not just an adult guest accompanying other guests.
   c. Residents and their guests are not permitted to use the pool facilities if the resident has a past due assessment balance with the Condominium Association.

2. Dates and Hours of Operation
   (Subject to change, based on yearly contract with Pool company.)
   a. Dates: Opens: Memorial Day Closes: Labor Day
   b. Hours: 8:00 AM – 9:00 PM
   c. Hours of Operation are subject to change at the discretion of the Board of Directors due to inclement weather conditions, equipment failure, and water contamination or for any reason that places a user at risk.
3. **Schedule and Number of Pool Users:**

<table>
<thead>
<tr>
<th>Residents and up to 4 adult guests, 21 or older, per Unit</th>
<th>Monday through Friday</th>
<th>Monday through Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residents and up to 4 guests, any age, per Unit</td>
<td>8:00 am to 12:00 noon</td>
<td>12:00 noon to 9:00 pm</td>
</tr>
<tr>
<td>Residents and up to 4 guests, per Unit</td>
<td>Saturday, Sunday and holidays</td>
<td>8:00 am to 9:00 pm</td>
</tr>
</tbody>
</table>

1 Even if holiday falls on a Monday through Friday

4. **Safety**

   a. THERE IS NO LIFEGUARD ON DUTY AT THE POOL. All swimming and other activities in the pool area are done at the individual’s own risk.

   b. The Association, the Board of Directors or its agent(s) will not be held responsible or liable for any accident or injury arising out of the use of the pool and the surrounding deck area.

   c. Users/swimmers are cautioned about swimming alone. It is recommended that at least one other person be in attendance at all times when a swimmer is in the water.

   d. Individuals having infectious diseases, inflamed eyes, open sores etc., are not permitted in the pool.

   e. First time users of the pool facilities are strongly advised to become familiar with the operation of the safety equipment that is attached to the exterior wall of the Pool House.

   f. The phone located on the patio, attached to the exterior kitchen wall, may be used in an emergency. Users are encouraged to bring their personal cell phones for use in an emergency.

   g. To prevent slipping accidents, pool users are required to dry off before entering restrooms, which are to be accessed through the outside restroom doors

5. **Swimwear Requirements**

   a. All swimmers must wear appropriate bathing suits when using the pool facilities. No blue jeans, cut-offs, thongs or other provocative clothing is allowed to be worn in the pool.

   b. All children are required to be potty-trained or wear “swimmers.” Diapers are not permitted to be worn in the pool.

   c. Cover-ups over wet swimwear/wet bodies and foot coverings must be worn when in the Clubhouse in order to prevent water damage to the floors and furniture.
d. Users are requested to shower before entering the swimming pool. Showers are located on the exterior Clubhouse wall.

6. **Standards of Conduct**
   a. **Diving** and **jumping** into the swimming pool are prohibited. Such activity can impair the safety of others, as well as their enjoyment of the pool.
   b. Running, pushing, shoving, dunking, wrestling and all other types of horseplay or disturbances are not permitted in the pool and on the surrounding pool decking.
   c. Loud, offensive and vulgar language is prohibited and is sufficient reason for the offender to be told to leave the pool and the pool facilities.

7. **Equipment**
   a. Lounge chairs, tables and the gazebo are available on a first-come, first-serve basis. They cannot be reserved in advance.
   b. Users may bring their own chairs and tables from their own home and must take them home upon leaving the pool deck area.
   c. Only small, battery operated devices that are used with headphones or ear buds are allowed in the pool deck area.
   d. All personal items including children’s toys and play equipment must be removed from the pool area upon departure of the resident.
   e. No pool equipment may be removed from the pool area. In the event that pool property is damaged, the costs of repair or replacement will be charged to the responsible party.
   f. Users of tables equipped with an umbrella are responsible for closing the umbrella prior to leaving the pool facility.

8. **Restrictions**
   a. Glass bottles, glass containers or other breakable containers are prohibited in the pool and on the pool deck area.
   b. Food and/or beverages cannot be consumed while in the pool or within 10 feet of the pool (per City Health Code).
   c. Smoking is not allowed in the pool, on the pool deck area or in any area that surrounds the Clubhouse.
   d. No pets are allowed in the pool or on the pool deck area at any time.
   e. Pool facilities cannot be reserved for private parties.
f. All activities that are accompanied by singing, cheering, shouting, yelling or similar loud noises shall cease after 9 PM in order not to disturb those residents living in the Units adjacent to the pool area.

9. Restrooms
   a. Users are to enter the Gentlemen’s and Ladies’ Restrooms through the exterior restroom doors of those facilities only, until 6:00 pm. After 6:00 pm, both bathrooms can be accessed utilizing the side entrance near the gate.
   
   b. Users are expected to dry themselves off prior to entering a restroom. Failure to do so could cause a person to slip and fall, causing a possible/potential serious injury.
   
   c. Users shall ensure that the restroom is in an appropriate state of cleanliness upon leaving the facility.
   
   d. The last pool reader of the day is responsible for ensuring restroom doors are locked upon leaving the facilities to prevent entry to the Clubhouse by non-residents.

10. Trash
    All trash is to be placed in the appropriate containers provided outside the Clubhouse.

11. Enforcement of Rules
   a. A resident may request an offender to cease any action, verbal or physical, that violates the rules established for the pool facilities. Should the negative behavior continue, the offender can be asked to leave the pool area.
   
   b. Should the offender continue the inappropriate behavior, the resident is encouraged to contact a Board member and to provide the name of the offender, a description of the behavior, and the date of the offense.
   
   c. The Board of Directors will take such corrective action that it deems appropriate for the offense.
1. General Rules
   a. The Clubhouse is for the private use of The Retreat’s residents and may be rented by residents only. **The resident must be present at all times during the rental period.**
   b. Clubhouse rental hours are from 10:00 AM to 10:00 PM.
   c. The Clubhouse may be available for rental during holidays, including: Christmas Eve, Christmas Day, New Years Eve, New Years Day, Thanksgiving, Easter, Memorial Day, July 4, or holiday weekends.
   d. Clubhouse capacity is 119 people.
   e. **NO Smoking in or around the Clubhouse.**

2. Reservations
   a. To check available date(s), contact Glenna Skinner (410-4498 or gskinner5@cox.net).
   b. Once an available date is obtained, submit a *Clubhouse Reservation Form and Agreement* (Exhibit C-1) to Glenna Skinner, via email or mail it to her attention at:
      1540 Carrolton Way, Chesapeake, VA 23320.
   c. Attach two separate checks to the Reservation Form for:
      i. $200 deposit and
      ii. rental fee - $150 for 4 hours and less, plus $50 for each additional hour over 4 hours. Reserved hours must include time for setup and cleanup.
   d. Make checks payable to: “The Retreat at Greenbrier.”
   e. The signed *Reservation Form and Agreement* and both checks must be received in order to secure the reservation.
   f. Cancellations will be accepted up to 15 days prior to the event in order to receive a full refund of the deposit.

3. Rental Area
   a. The renting resident will have use of all rooms except the Exercise room and its television.
   b. Children, drinks and food are not allowed in the billiards room
   c. The swimming pool, surrounding deck, patio and grills may not be used by guests.
4. Types of Reservations
   a. Rentals are for nonprofit parties or meetings sponsored by a resident.
   b. Children’s and teenage parties are not allowed.

5. Party Items
   a. Balloons, glitter or confetti are not allowed.
   b. No party items will be furnished.
   c. Tacks or tape used to display decorations are NOT to be used on painted surfaces (wood trim and walls).

6. Renters Cleanup Responsibilities (The current list is displayed in the kitchen window.)
   a. Clean-up must be done immediately after the event.
   b. All cleaning supplies are provided by the Association.
   c. Tables, kitchen counters, and any appliances used must be clean.
   d. All rugs must be vacuumed. The hardwood floors must be wiped down using hardwood floor cleaner or a damp mop. No harsh chemicals should be used.
   e. Bathrooms must also be checked for cleanliness.
   f. All trash cans must be emptied; and trash is to be placed in the large trash can on the outside of the Clubhouse.
   g. All personal items must be removed from the freezer and refrigerator.
   h. All furniture and accessories must be returned to their original place.

7. Additional Rules
   a. No cooking of food with strong odors (fish, crabs, greens, etc.)
   b. Guests should be monitored to prevent them from removing items that belong to the Association.
   c. Doors must not be propped open during the event while the heat or AC is running. This can cause overload and damage to the systems.

8. Inspections
   a. A Clubhouse Committee member and the resident will inspect the Clubhouse before and after the event.
   b. Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the $200 deposit. If the deposit is insufficient, the renting resident will be billed for the difference.

9. The loss of Clubhouse privileges may result if damages are excessive and rules are not followed.
Event Date: __________________________ Start Time: _______ End Time: ________________

Purpose of Event: ________________________________________________________________

Owner/Resident’s Name: __________________________ Phone #: ________________

Address: ________________________________________________________________________

Owner/Resident Agreement:

I have read The Retreat’s Clubhouse Rental Rules and agree to abide by them. I fully understand that any costs incurred or penalties assessed by The Retreat at Greenbrier Condominium Association resulting from use of these facilities by me and/or by my guests shall first be deducted from the deposit and any additional balance due shall be paid by me. I agree to accept full responsibility for the Clubhouse facility during my reserved period. In the event of an accident, injury, theft and/or physical damage to the facility or personal injury to myself or my guest(s), I, the Owner/Resident, agree to be fully responsible for the liability incurred, including, but not limited to, insurance deductible and/or other financial burden associated with such accident, injury, theft and/or physical damage.

Two separate checks are attached for: (1) $200 deposit; and (2) rental fee, which covers $150 for the first 1 to 4 hours, plus $50 for each additional hour over 4 hours. Reserved hours must include time for setup and cleanup. Cancellations will be accepted up to 15 days prior to the event, to receive a full deposit refund.

Deposit: $ _________ Rental Fee: $ ______________

Both checks are to be made payable to The Retreat at Greenbrier. Checks may also be mailed or hand-delivered to: Glenna Skinner, 1540 Carrolton Way, Chesapeake, VA 23220.

The reservation will not be secured until a signed Reservation Form and the checks have been received.

PLEASE: No balloons are allowed in the Clubhouse.

I ACCEPT RESPONSIBILITY FOR CLEANING THE FACILITY IMMEDIATELY AFTER THE EVENT.

Owner/Resident Signature: __________________________ Date: ________________

The Retreat’s Use Only

Date Event Confirmed: __________________________________________________________________

Date Deposit returned to Owner/Resident: __________________________________________________________________

If Deposit is not returned in full, Amount: Refunded $ _______ Deducted $ ________________

Reason: ____________________________________________________________________________
THE RETREAT AT GREENBRIER CONDOMINIUMS
RULES AND REGULATIONS

EXHIBIT D – Due Process Resolution

THE BOARD OF DIRECTORS
RESOLUTION, ADOPTED APRIL 2014

(Due Process Procedures for Enforcement of Covenants and Nonpayment of Assessments)

WHEREAS, all Owners of Units in The Retreat at Greenbrier Condominiums ("Association") are subject to the covenants, conditions and restrictions in the “Second Amended and Restated Declaration of Condominium of The Retreat at Greenbrier Condominiums, as amended, (“Declaration”) and Bylaws for The Retreat at Greenbrier Condominium Association ("Bylaws") both dated May 28, 2008, and recorded June 3, 2008, in the Clerk’s Office of the Circuit Court of the City of Chesapeake, Virginia (“Clerk’s Office”), in Deed Book 7505, Page 689, and as Instrument #080021994, as the same were and may be amended from time to time; and

WHEREAS, all Owners of Units in The Retreat at Greenbrier Condominiums (“Association”) are members of The Retreat at Greenbrier Condominium Association pursuant to Article VI of the Declaration; and

WHEREAS, the Association’s Board of Directors is empowered by Article IX of the Bylaws to enforce the provisions of the Declaration, the Bylaws, the Rules and Regulations and other Condominium Instruments as that term is defined in Virginia’s Condominium Act; and

WHEREAS, each Unit Owner shall be governed by, and shall comply with, the Condominium Act, as the same may be amended from time to time; and

WHEREAS, the Board hereby confirms the Board’s intent to adopt and implement the provisions of Section 55-79.80:2 of Virginia’s Condominium Act as a self-help remedy and to establish procedures for such covenant enforcement remedy; and

WHEREAS, the Board of Directors will provide notice of this policy to all current owners by mail and to all future owners by including the Resolution in resale certificates prepared pursuant to Virginia’s Condominium Act.

NOW THEREFORE, the Board of Directors of The Retreat at Greenbrier Condominium Association (“Board”) does hereby adopt this Resolution in order to adopt the following:

1. **Adoption of Section 55-79.80:2 of Virginia’s Condominium Act.** The Association’s Board hereby adopts the provisions of Section 55-79.80:2 of Virginia’s Condominium Act, which empowers the Board to:
   a. Suspend a Unit Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are...
more than sixty (60) days past due, except to the extent that access to the Owner’s Unit through the Common Elements is not precluded and provided that such suspension shall not endanger the health, safety, or property of any unit owner, tenant, or occupant; and

b. Assess charges against any Association Member (“Owner”) for any violation of the Governing Documents for which such unit owner or his family members, tenants, guests or other invitees are responsible.

2. **Suspension of Common Area Facilities Use Rights.** Pursuant to Section 1.a of this Resolution, the Board may suspend an Owner’s right to park on the Association’s Common Elements and/or to access the Association’s recreational facilities, including but not limited to the Clubhouse and Swimming Pool, for nonpayment of any assessment against the Owner’s Unit which is more than 60 days past due. An Owner’s right to park on the Common Elements or to use the Association’s recreational facilities shall be suspended only after the Owner is afforded the due process procedures set forth in this Resolution.

3. **Due Process Procedures, Failure to Pay Assessments.**
   
a. When an Owner may be asked to attend a Due Process Hearing. In the event any Unit Owner’s assessment account is more than 60 days past due, the Board may, in its sole discretion, notify the Unit Owner a due process hearing will be noticed and conducted in accordance with Rule 6 below.

   b. Possible Covenant Violation Due Process Hearing Result. As a result of the due process hearing, the Board may suspend a Unit Owner’s right to park on the Association’s Common Elements and/or suspend a Unit Owner’s right to access the Association’s recreational facilities.

4. **Due Process Procedures, Violation of the Governing Documents, Informal Complaint Resolution Procedures.** Prior to initializing formal complaint procedures by the Board of Directors, the Board or the Managing Agent shall attempt to resolve any specific issue which appears to be in violation of the Governing Documents by notification to the Unit Owner.

   a. Complaints may be noted by a Unit Owner, a resident or a Member of the Association by initially reporting in writing the specifics of the time, date, place and nature of the alleged violation to the Board or the Managing Agent.

      (1) A designee of the Board will investigate the issue to determine if the complaint accurately describes the situation.

      (2) If the inspector of the condition finds an identifiable violation of the Governing Documents, the Board will then notify the appropriate party that a violation has been noted. The notification process is outline in 4.b. below.

   b. Notification and resolution of the violation shall be attempted at first by phone call, personal contact, or by sending a notice to the Unit Owner outlining the specific nature of the issue and requesting compliance with the Association’s Governing Documents.

      (1) In the case of a non-verbal notification the first communication shall give the Unit Owner up to 10 days to resolve the apparent violation.
If after 10 days a correction has not been made, the procedures identified in Rule 5 will commence.

5. **Due Process Procedures, Violation of the Governing Documents, Formal Procedures.** When a violation of the Governing Documents is either observed by or reported to the Board of Directors or the Association’s Manager, the Owner will be issued a written warning or, a “cease and desist” letter, to notice the Owner of the violation (“covenant violation notice”). The covenant violation notice will state the specific nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the fact that the Board may impose charges if the violation is not cured, after a due process hearing.

a. **Non-Continuing, Single Occurrence Violation.** If the covenant violation is of a non-continuing, single occurrence, nature, the Board may, in its sole discretion, schedule a due process hearing without any or further written covenant violation notices other than the due process hearing notification provided for in Rule 6 below.

b. **Repeat of Cured Continuing or Single Occurrence Violation.** In the event the Owner cures or abates the violation within the time frame stated in the covenant violation letter, the Owner is hereby notified the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed covenant violation and may schedule a due process hearing in accordance with Rule 6 below without further written covenant violation notices.

c. **When an Owner will be asked to attend a Due Process Hearing.** If the covenant violation is not cured within the time frame set forth in the covenant violation letter, or if the violation is of a non-continuing, single occurrence, nature and the Board determines a due process hearing is necessary, notice that a due process hearing has been scheduled will be issued. The due process hearing notice will comply with Rule 6 below.

d. **Possible Covenant Violation Due Process Hearing Result.** If the Board finds the Owner to be in violation, charges may be assessed in an amount not to exceed fifty ($50.00) dollars for a single offense or ten ($10.00) dollars per day for a violation of a continuing nature until the violation is cured or, if the violation is not cured, for a period not to exceed ninety (90) days. Covenant violation charge(s) shall be treated as a lien against the Owner’s Unit and shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.

The Board of Directors may, in its sole discretion, consider any repeat of the same violation within twelve (12) months of the date of the due process hearing results letter a continuing violation of the violation for which the due process hearing was held and may impose charges for such covenant violation provided such notice of and potential imposition of charges is set forth in the due process hearing result letter required by Rule 6 below.

6. **Due Process Notice, Hearing and Results Correspondence.**

a. **Due Process Hearing Notice.** The due process hearing notice will set forth the time, date and location of the due process hearing and identify the official body to preside over the hearing.
Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the Unit address unless the Unit Owner has provided an address other than the address of the Unit to the Association’s Board and/or Managing Agent.

The Owner shall be advised that an attorney may be present to represent the Owner at the due process hearing.

Any request to change a scheduled due process hearing date must be submitted in writing to the Association’s office no later than twenty-four (24) hours prior to the due process hearing date. Only one due process hearing postponement will be granted.

Approval of the Owner’s request to postpone the due process hearing shall be mailed by U.S. Mail only to the Owner’s address of record with the Association. The postponement approval shall state the time, date and place of the rescheduled due process hearing.

b. **Due Process Hearing.**

(1) Failure of an Owner to attend the scheduled due process hearing shall not waive the Board’s right to continue to hold the due process hearing unless a postponement has been requested and granted in accordance with Rule 6.a above.

(2) The due process hearing shall be conducted by at least a quorum of the Association’s Board of Directors. The President of the Board shall serve as Hearing Officer and preside over the hearing. In the absence of the President the Vice President shall serve as Hearing Officer.

(3) At the beginning of the hearing, the Hearing Officer shall explain the rules and procedures by which the hearing is to be conducted. The hearing need not be conducted according to technical rules relating to evidence and witnesses provided the rights set forth in this Resolution are protected. Generally, any relevant evidence shall be admitted if it is the sort of evidence that reasonable people are accustomed to rely on in the conduct of serious matters. Hearsay evidence may be used for supplementing or explaining other facts, but shall not be sufficient in and of itself to support a finding.

(4) The hearing shall be conducted in Executive Session during a regular or special meeting of the Board. In neither case is the hearing open to the Association Members, other than those participating in the hearing.

(5) The Hearing Officer, on behalf of the Board, and the Unit Owner to the dispute shall have the right to do the following, but may waive any or all of these rights:

   (a) Make an opening statement;
   (b) Introduce evidence, testimony and witnesses;
   (c) Cross examine opposing witnesses;
   (d) Rebut evidence and testimony; and
   (e) Make a closing statement.
(6) The Decision of the Board shall be by a majority vote.

c. **Due Process Hearing Result.** Should the Owner fail to request a postponement and/or fail to attend the due process hearing, the Board shall, even though the Owner is absent, have the authority to:

(1) **As a result of due process hearing for nonpayment of any assessment against the Owner’s Unit which is more than 60 days past due:**

   (a) Suspend a Unit Owner’s right to park on the Association’s Common Elements; and/or

   (b) Suspend a Unit Owner’s right to access the recreational facilities.

   (c) A violation of the Governing Documents: Impose charges as noted in Rule 5.e.

All due process hearing results shall apply to the Owner, the Owner’s family members, guests, tenants or other invitees.

d. **Due Process Hearing Results Correspondence.** The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Owner at the Unit address unless the Unit Owner has provided an address other than the address of the Unit to the Association’s Board and/or Managing Agent, within seven (7) days of the due process hearing.

7. **Appeals:**

a. The Unit Owner has a right of appeal. Any Unit Owner may request reconsideration of a decision by the Board within thirty (30) days of the date of the due process hearing results correspondence, provided that all parties comply with the decision rendered until such time as the Board reverses or amends its decision.

b. Appeal petitions must be in writing addressed to the Board in care of the Association’s Managing Agent and must specify exactly what objections are being offered in support of the appeal.

c. The Board will convene another meeting to reexamine the new information, or other evidence, that has been offered by the Unit Owner within ten (10) days of receipt of the written appeal request. The appeal hearing will be conducted in the same format as the original hearing.

d. The decision of the Board after the appeal hearing will be final, and that any further action or remedy will be through formal legal proceedings available pursuant to and in accordance with Article XII of the Declaration, Article XII of the Bylaws and applicable provisions of Virginia’s Condominium Act.

8. **Costs of Enforcement.** Any Owner found to be in violation shall be responsible for all attorneys’ fees, administrative costs, including but not limited to, any postage fees and court costs that may result in the enforcement of the Association’s Governing Documents. Such fees and costs shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.
THE RETREAT AT GREENBRIER CONDOMINIUMS
RULES AND REGULATIONS
EXHIBIT E – Application for Parking Exemption
(Revised: April 17, 2017)

Application Date __________________________________________________________
Name ________________________________________________________________
Unit Address _____________________________________________________________
Home phone ____________ Cell phone ____________ Email ________________________

<table>
<thead>
<tr>
<th>Vehicle Description (make, model, color)</th>
<th>License Plate (State/Number)</th>
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Reason for Parking Exemption:

☐ 3 Adult Household  ☐ Disability  ☐ Home Health Care

Justification (Use additional pages if necessary):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Owner Signature: _____________________________ Date: ________________________

BOARD OF DIRECTORS

☐ Approved
  • Approval requires the resident to inform the Board of any change in the status of the exempted vehicle.
  • Approval is for a limited period. Owner is required to submit a renewal application no later than January 15th each year for review and determination of re-approval.

☐ Denied  Reason: __________________________________________________________

Date of Board Action ____________  President: ________________________________
An Owner or other occupant of a Unit may conduct an ancillary business or trade activity within the Unit for as long as the Owner/occupant complies with The Retreat’s Governing Documents, in particular Rules III A, Residential Use. No business or trade activity shall be conducted until it has been reviewed by the Board. The Board strives to ensure harmony of all activities within The Retreat.

This application must be submitted by the Unit Owner. Owners who lease their Unit are required to submit this Application on behalf of the Tenant; and Owner shall be responsible for Tenant’s compliance. It is recommended that Owner have the Tenant co-sign this Application and attach it to the lease.

A prospective Purchaser of a Unit who plans to conduct a business or trade activity is encouraged to obtain Board review prior to signing the purchase agreement or prior to closing.

**Applicant is encouraged to retain a copy of this Application for his/her records.**

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
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<tbody>
<tr>
<td>Application Date:</td>
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<tr>
<td>Name of Owner/Purchaser:</td>
</tr>
<tr>
<td>Name of Tenant (if applicable):</td>
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<tr>
<td>Unit’s Street Address:</td>
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<tr>
<td>Applicant’s Phone No.</td>
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<td>Business/trade start dated:</td>
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I agree to comply with the Retreat’s Governing Documents, in particular Rules III. A.

Signature: __________________________, Owner/Purchaser  Date: __________________________

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<thead>
<tr>
<th>BOARD OF DIRECTORS – REVIEW</th>
</tr>
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<tbody>
<tr>
<td>□ Approved. The Board does not foresee an adverse effect on the Association’s insurance costs or its ability to obtain insurance. The Board reserves its right to re-evaluate the business or trade activity at any time such re-evaluation would be in the best interest of the Association.</td>
</tr>
<tr>
<td>□ Denied. The Board has determined the business activity as described would conflict with the Governing Documents for the following reason(s): __________________________</td>
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<tr>
<td>By_________________________ Date: __________________________</td>
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President, Board of Directors
THE RETREAT AT GREENBRIER CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

EXHIBIT G – Architectural Approval Application
Revised April 17, 2017

References:
1. Declaration, Article XI
2. Bylaws, Article V, Section 7 and Section 11
3. Rules and Regulations, Article IV

Application Date ____________________________________________________________

Name _________________________________________________________________

Unit Address ______________________________________________________________

Home phone ____________ Cell phone ____________ Email ______________________

Check one:

( ) American Flag (Rules and Regulations, Sec. IV-l)
   Flag Size
   Flag Location

( ) Landscape Changes (Rules and Regulations Sec. IV-J) Provide justification on Page 2.

( ) Additions, Modifications, Alternations or Improvements to a Unit.
   Provide Justification on Page 2.

Landscape and changes to Limited Common Areas require the submission of three (3)
documents. (Bylaws, Article V, Sec. 11): 1. Application form; 2. Architectural Modification
Plan, including pictures; and 3. Construction Schedule.

IMPORTANT: Including photographs helps facilitate ACC review.

DO NOT BEGIN INSTALLATION UNTIL YOU RECEIVE ACC APPROVAL

Architectural Control Committee (ACC) Action

Action Date: ________________

☐ Approved:
☐ Disapproved/Reason: ______________________________________________________
☐ Tabled/Reason ____________________________________________________________
EXHIBIT G - ARCHITECTURAL APPROVAL APPLICATION (Page 2)

JUSTIFICATION SHEET
FOR REQUESTED LANDSCAPE OR STRUCTURAL MODIFICATION

Name: ___________________________  Phone ________________  Date ____________

Unit Address: ________________________________________________________________

PROBLEM:

CAUSE:

SOLUTION:
References: Bylaws Article V., Section 1, 1.a.; and Rules and Regulations, IV.D.

Application Date _______________________________________________________________

Owner’s Name ___________________________________________________________________

Unit Address _____________________________________________________________________

Home phone ____________ Cell phone ______________ Email ________________

Check one:

**ProVia Storm Door** (Purchased and installed by Coastal Door, 546-3712, all-inclusive fee)
(    ) Model 397: Full View with removable screen
(    ) Model 391: Full view with self-storing screen

**Anderson** (Purchased and installed by Home Depot, measuring and installation extra fee)
(    ) Model 2000: Full view with removable screen
(    ) Model 2500: Full view with self-storing screen
(    ) Model 3000: Full view with removable screen and Full view with self-storing screen
(    ) Model 4000: Full view with removable screen

**Larson** (Purchased and installed by Lowe’s, measuring and installation extra fee)
(    ) Model Classic Signature: Full view with removable screen
(    ) Model Williamsburg: Full view with removable screen
(    ) Model Secure Elegance: Full view with removable screen

**REQUIREMENTS FOR ALL MODELS**

Door: White
Glass: Full view. No etching or beveling
Hardware: Finish consistent with existing door hardware

**DO NOT BEGIN INSTALLATION UNTIL YOU RECEIVE ACC APPROVAL**

<table>
<thead>
<tr>
<th>Architectural Control Committee</th>
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<tr>
<td>Action Date: _____________</td>
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<td>☐ Approved:</td>
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<tr>
<td>☐ Disapproved/Reason: ________</td>
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<td>☐ Tabled/Reason ____________</td>
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<tr>
<td>FINAL INSPECTION RESULTS: ____________</td>
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<tr>
<td>By __________________________ Date: ____________</td>
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</tbody>
</table>
References: Declaration, Article XI; and Bylaws, Section 11:3; and Rules and Regulations, Article IV

Application Date: ____________________________________________________________

Owner’s Name ______________________________________________________________

Unit Address ________________________________________________________________

Home phone ____________ Cell phone ______________ Email ________________________

Windows Location: ____________________________________________________________

Replacement windows must match style and color of original windows in the Unit. Samples may be obtained from the ACC Chairman. Suggested vendor: Window World.

Window requirements:

1. Glass
2. Full or half screens
3. White vinyl trim
4. White flat grids between the panes
5. Double or single hung

Windows must be installed so that there is no damage or modifications to the Unit’s exterior. If a storm door is to be installed, a separate Storm Door Application (Exhibit G-1) must be submitted.

Pictures of acceptable window styles are posted on The Retreat’s web site.

I agree to be bound by the above conditions and the Association’s Governing Documents.

Unit Owner’s Signature: ____________________________ Date: __________________

DO NOT BEGIN INSTALLATION UNTIL YOU RECEIVE ACC APPROVAL

Architectural Control Committee (ACC)

Action Date: ______________

☐ Approved:

☐ Disapproved - Reason: ______________________________________________________

☐ Tabled - Reason: __________________________________________________________

FINAL INSPECTION RESULTS: ______________________________________________

By ____________________________ Date: __________________
EXHIBIT G-3 – Front Porch Sun Screen Application  
(Revised April 17, 2017)

Application Date: ________________________________
Owner’s Name ________________________________________________________________
Unit Address __________________________________________________________________
Home phone ____________ Cell phone ______________ Email ________________________

Approved Model: Affordable Sun Guardian by North Solar Screen (Details, cost, and local installer information is available at Northsolarscreen.com.)

Criteria for Approval
1. Screen must be hand cranked or chain driven. No Motor driven screens are not permitted.
2. Screen color must be Dark Bronze with 5% openness.
3. Once mounted, the mounting hardware may not be visible from the exterior of the porch.
4. Hardware will be mounted to the porch interiors - white wood trim only
5. Hardware may not be mounted to any masonry/brick or HardiePlank® siding.
6. When down, the screen will not extend below the top of the brick portion of the pillar.
7. Screens may not be down and fully retracted from dusk to dawn.
8. Screen should be professionally installed.
9. Screen and hardware installation is subject to inspection by the Board of Directors; and if found not to be up to standards, the Board may instruct that the screen and all hardware be removed at the Unit Owner’s expense.
10. The screen must be up, in the retracted position, when not in use.

An example of an approved, correctly installed, dark bronze North Solar Screen is installed on the rear patio/porch area of the Club House.

The Unit Owner is responsible for proper screen installation and any damage that may be caused by the screen under any circumstances at any time.

I agree to comply with the above conditions and the Association’s Governing Documents.

Unit Owner’s Signature: __________________________________ Date: ____________________

DO NOT BEGIN INSTALLATION UNTIL YOU RECEIVE BOARD APPROVAL

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<td>FINAL INSPECTION RESULTS: __________________________________________</td>
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<td>By: __________________________ Date: __________________________</td>
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THE RETREAT AT GREENBRIER CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

EXHIBIT G-4 – Garage Door Screen Application
(Revised April 17, 2017)

Unit Owner: _________________________________

Unit Address: ______________________________________

Criteria for Approval:
Unit Owner accepts full responsibility for all costs associated with the purchase, professional installation, and maintenance of the garage door screen. Screen will be maintained in sound operational condition and appropriate appearance.

Standards for Hardware and Screen Details:
1. Screen make: Clear View, Motion Screen
2. Model: Two Door Garage Only
3. Housing and Hardware Color: White Only
4. Screen Color: White Only

Installation Standards:
1. Installation must be within the exterior framework of the garage
2. No HardiePlank® protrusion or penetration
3. Electrical Controls are to be connected through garage framework only
4. Owner accepts all responsibility for any damage to the Unit during installation and for any subsequent damage resulting from screen operation.

Conditions of Usage: (Unit owner’s responsibility)
1. The screen must be up at night and vehicles in the garage
2. The screen must only be in use during daylight hours
3. The screen must be lowered all the way down to the driveway when in use
4. Minimal noise must be observed in the garage when the screen is down
5. If the Unit is sold, the seller is required to remove the screen apparatus and restore the area at the seller’s expense.
6. If the prospective buyer desires to keep the screen device a new Application must be sent to the ACC for review and approval decision.

Any frequent or recurring violations of the above responsibilities are grounds for the Board of Directors to require that the Garage Screen be removed at the Unit Owner’s expense.

I agree to comply with the above conditions and the Association’s Governing Documents.

Unit Owner: __________________________________________ Date: ____________________

DO NOT BEGIN INSTALLATION UNTIL YOU RECEIVE ACC APPROVAL

Architectural Control Committee (ACC) Action

Action Date: ____________________

☐ Approved:
☐ Disapproved/Reason: ____________________
☐ Tabled/Reason: ____________________

FINAL INSPECTION RESULTS: ____________________ Date: ____________________

By ____________________ Date: ____________________