

ATTACHMENT “B”

FIRST AMENDED BYLAWS

RULES AND REGULATIONS

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SECTION 1: PREFACE

Association living will be a new experience for many residents of Greenridge Homes. It is the goal of the Greenridge Homeowners Association, Inc. to provide the necessary help to assure total enjoyment of the Property by all the residents.

This set of Rules and Regulations have been drafted for all residents and to assure everyone the quiet enjoyment of their Unit. Additional and supplementary rules and regulations concerning the use of the Units and the Common Elements and reasonably relating to their common use and enjoyment may be added or amended from time to time by the Board.

These rules and regulations are not intended to place impossible restrictions on residents, but they do include certain guidelines as well as architectural controls which must be observed for everyone’s benefit and quiet enjoyment. Please review this document carefully for a complete understanding.

SECTION 2: GENERAL REGULATIONS

Residential Use - Units shall be used and occupied solely as a one family residence. Any other use is denied. However, unobtrusive home occupations shall be permitted subject to compliance with local government zoning restrictions and the prior approval of the Board.

Common Elements - Common Elements shall be used solely for the furnishing of services, conveniences and enjoyment for which they are reasonably suited and which are incidental to the use and occupancy of the Units. There shall be no obstruction of the Common Elements, and nothing constructed on, altered on or removed from the Common Elements without the prior consent of the Board. No structure or personal property of a temporary or permanent character shall be erected or placed upon the Common Elements.

Nuisances - Nuisances shall not be permitted to exist on the Property. A nuisance is defined as the unreasonable or unwarranted use of one's Property in a manner that substantially interferes with the quiet and peaceful enjoyment or use of another individual's Property without an actual trespass or physical invasion to the land.

Covenants and Restrictions - Failure of the Unit Owner to comply with the Act and all governing documents of the Amended Declaration and these Bylaws shall be grounds for an action to recover sums due for damages, injunctive relief, or both, which may be brought by the

Association or any aggrieved Unit Owner against another Unit Owner, or by an aggrieved Unit Owner against the Association.

SECTION 3: PETS/ANIMALS

Restrictions - The Board has full and final authority in determining which pets will be allowed pursuant to this regulation. No animal of any kind can be bred or kept upon the Property for any commercial use. Below are the restrictions for common pets. Other pets may be allowed upon Board approval.

REGULATIONS FOR CATS, BIRDS AND FISH

Cats, Birds and Fish - A Unit Owner may keep a domestic cat, small bird or fish in their Unit, subject to the following restrictions:

1. All of the above pets must be kept within the Unit and are not to be allowed on the Common areas at any time for any purpose.
2. Any disturbance, such as excessive noise or noxious odor caused by any of these pets will be cause for an action by the Board to remove the offending pet from the Property.

Dogs - A Unit Owner may have a domestic dog of a size and nature suitable to Greenridge Homes living. This allowance is granted by the Board, upon registration of the dog with the Association, and is subject to the following:

1. Dogs must be on a leash and under control by their Unit Owners at all times when outside the Unit.
2. An aggressive dog shall be kept inside a Unit except to relieve themselves. If a dog is aggressive, then that Unit Owner shall install an appropriate sign at the Unit's entrance to alert others that there is an animal inside that is aggressive and could be dangerous.
3. Any dog must not be a nuisance or threatening in any way. The Board shall make the determination as to whether a dog is aggressive.
4. Unit Owners must control their dog's barking both inside the Unit and while outside.
5. Dogs are not to be tethered on the Common Elements or Limited Common Elements.
6. All dog droppings are to be immediately removed from the Common Elements or Limited Common Elements by the dog's owner.

SECTION 4: CHILDREN

Responsibility - Parents or Guardians are totally responsible for their children's behavior, welfare and safety while upon the Property. Disturbances arising from a child's behavior or use of the Property will be directed to the Board for review. Particular note is to be made of an adult's responsibility for a child's welfare and safety in relationship to public streets and recreational areas. The Association Members or the Board shall be held harmless in any action or occurrence involving Condominium Property.

SECTION 5: MOTOR VEHICLES, PARKING AND GARAGES

Restrictions - No motorized vehicles of any type shall be allowed on the Property, except on designated streets, parking areas, driveways and in garages. Snowmobiles or other motorized vehicles are prohibited.

Blocking Others - No Unit Owner, occupant or guest shall park in such a manner as to impede or prevent ready access to any other Unit Owner's garage.

Noise - No Unit Owner or Occupant shall cause or permit the blowing of any vehicle horn anywhere on the Property, except as may be necessary for its safe operation.

Maintenance/Repairs - No vehicle shall be left anywhere on the Property in a non-operative condition. All vehicles must show current license tags. Maintenance and repairs of vehicles may be undertaken in a Unit Owner's garage if those repairs are not a disturbance to neighbors.

Weight - Large recreational vehicles, trucks and other vehicles rated at more than $\frac{3}{4}$ ton will not be allowed to be parked in areas other than designated parking areas except for short periods of time for loading and unloading. Boats or any recreational equipment of any kind are not allowed to be parked or stored on the Condominium Property at any time except in a designated area.

Snowfall - Vehicles are to be moved following a snowfall to allow for snow plowing service. No vehicle can be left for longer than eight hours in one location during snow plowing activities.

Towing - The Association retains the right to remove by towing any recreational snow equipment at the Unit Owner's expense.

Garage Safety - Each member has total control and use of his garage except for the following limitations which are imposed for the safety and welfare of all members:

1. No storage of inflammable fluids or explosive materials of any kind are allowed at any time except in approved containers.
2. Overhead garage doors are to be closed and locked when not in immediate use for safety as well as appearance.
3. Garages are to be used for the purpose of parking the Unit Owner's vehicle.

SECTION 6: DECKS/PATIOS

Unit Owner's Rights – Unit Owners/Occupants have the exclusive right to use the decks/patios attached to their Units, including the placement of portable floor furniture placed inside the boundaries of the deck or patio.

Cleaning - Residents are obligated to clean the deck or patio's floors and doors.

Holiday Decorations - Holiday decorations and Christmas lights may be placed on decks 30 days prior to the holiday and are to be removed within 15 days following the holiday.

Planters - Planters on decks/patios that are planted with living plants are to be maintained by the Unit Owner and plants are to be removed upon deterioration of the plant.

Changes and Alterations - Any changes or alterations to the patio or surrounding area is prohibited without specific approval by the Board.

Prohibited Activities - The following are prohibited activities as they relate to the use of the decks or patios.

1. Installation or use of electric lights or antennae of any form,
2. Posting of signs or advertisements.
3. Shaking or hanging of garments, rugs and the like from deck railings.
4. Storage of any items not considered a seasonal accessory. Furniture normally used for the purposes of enjoying a deck or patio are allowed.
5. Wind chimes, bells, or any item which creates a disturbing noise.
6. Feeding of birds, squirrels or animals which by their attraction creates a nuisance for neighbors.

Grills and Cooking Devices - Barbecue grills or cooking devices of any kind are only permitted in areas and at times when they do not create a safety hazard or annoyance to neighbors. Specifically, such grills or devices shall not be used any closer than eight feet from a unit and shall be used on the concrete surface of a patio, or on the surface of a deck that is not closer than eight feet from a Unit.

**SECTION 7: COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND
LANDSCAPING**

Trash Removal - The removal of refuse or litter is the responsibility of the Unit Owner. Only the municipal garbage and recycling containers may be used. No unsightly personal property shall be placed anywhere on the Property.

Damage to Property - Damage to the Common Elements or Limited Common Elements caused by the placement of articles shall be paid for by the Unit Owner or person in charge of those articles.

Watering of Grounds - Residents are reminded to shut off and drain their water spigots for the winter months.

SECTION 8: MEMBERSHIP/OWNERSHIP

Intent to Sell Unit - Any Unit Owner contemplating the sale of their Unit shall inform the Secretary of the Board or the Association's designated representative of such intent at the time the Unit is offered for sale.

Disclosure Documents - The Secretary of the Association or such other person named by the Board shall provide all of the Association's disclosure documents, a statement of unpaid Association fees or Assessments and other appropriate information to the prospective buyer upon request in writing to the Association Secretary or Board designee.

New Unit Owner Registration - Within five days after the purchase of a Unit, the new Unit Owner shall register with the Secretary of the Association or Board designee in writing of the sale and provide the following:

1. Residence address or other address the Unit Owner desires to receive notices.
2. Business and Unit telephone numbers.
3. Name and address of any mortgage holder.
4. Any other information the Board may determine appropriate.

SECTION 9: LEASING REGULATIONS

When Unit Owner May Lease - It is the intention of the Board to maintain all Units as Unit Owner occupied dwellings. Therefore, a Unit Owner may not lease their Unit unless any of the following apply:

1. They have owned their Unit for at least one year and one or more of the Unit's Owners are no longer able to reside in their Unit.
2. They have vacated their Unit.
3. They are actively in the process of selling their Unit and the Unit is on the open market.
4. With prior Board approval, Units may be leased to other persons by Unit Owners. Leases must be of the entire Unit. All leases shall be in writing and expressly provide that every lease is subject to all of the provisions of the Governing Documents and the Act, and that the failure of the tenant to comply with any such provision shall be a default under the lease and shall be authority for the Board to declare the lease terminated. Copies of all leases shall be delivered to the Board for approval at least two weeks prior to the commencement of any lease. Information to be supplied to the Board prior to the lease must include:
 - a) Copy of the rental/lease agreement.
 - b) Name of renter and all occupants of the Unit.
 - c) Term of rental agreement.

Documents - The Unit Owner must supply a copy of the rental agreement information requested above each time a Unit is leased/rented to a new renter/occupant or whenever the rental period is extended or renewed with an existing renter.

Term – The term of any lease or rental agreement must be for a period of at least 12 months unless the Unit is sold prior to the 12-month period. An exception, upon Board approval, is that a Unit Owner may allow sole occupancy of their Unit to family members for any extended period of time. However, this extended occupancy does not allow those non-Unit Owner family members rights to Association membership other than a right to attend Association meetings and to act as a proxy for the Unit Owner.

Renters and Occupants Maintenance and Repair Responsibilities - It is the Unit Owner's responsibility to assure their renters and occupants understand that all matters such as maintenance or repair of the Unit are to be brought to the attention of the Unit Owner and not the Association.

Rules and Regulations - It is the Unit Owner's responsibility to supply a copy of all Rules and Regulations to their renters and occupants, and ensure that those renters and occupants comply with all of Rules and Regulations of the Association.

Violations - Any violation of the Act, Declaration and/or Bylaws of the Association, by a renter or occupant, shall be dealt with consistent with any remedies available.

SECTION 10: ARCHITECTURAL AND EXTERIOR REGULATIONS

Architectural Control and Design Review Committee - The Board of Directors has the responsibility and authority to regulate alterations and the architectural integrity of the Property.

Modifications - No Unit Owner may make any alteration to a Unit that would jeopardize the soundness, safety or value of that Unit, or change the exterior appearance of that Unit. No modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon a Unit or its exterior without prior written approval by the Design Review Committee composed of persons appointed by the Board, or the Board itself.

Approvals - Approvals shall not be given until plans and specifications showing the nature, kind of materials and location of the improvements have been submitted to the Board of Directors or to the Design Review Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex, as well as all local governmental rules.

Plans and Specifications - The Design Review Committee shall provide their input to the Board and the Board shall approve or deny the request within 45 days from receipt of all requested plans and specifications as outlined above by the person designated by the Association to receive such requests. In the event the Board fails to approve or deny a request in writing within 45 days after the plans and specifications have been received by the designated representative of the Association, it will be presumed that the request has been denied.

Special Meetings - Notwithstanding the above, the Board retains the right to submit any request to the members of the Association at a special meeting called pursuant to the Bylaws. Such meeting shall be called within 40 days from receiving the request in accordance with this Article and the review period extended until five days following the meeting.

Architectural Regulations

1. Antennas/satellite dishes - No antennas or satellite dishes shall be installed anywhere on the exterior of the buildings or Property without approval of the Board.
2. Identification Signs – Unit Owners and Occupants shall not place identification or other signs in any place on the Property.
3. Other Signs - No “For Sale”, “For Rent”, or “For Lease” signs or other window displays or advertising shall not be placed on any part of the Property by any person unless specifically approved by the Board.

SECTION 11: COMPLIANCE WITH THE RULES AND REGULATIONS

Each Unit Owner or occupant is responsible for complete compliance with the Rules and Regulations upon using the Property. By acceptance of title to a Unit, or by the occupancy of a Unit, each Unit Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the Unit Owner or Occupant.

SECTION 12: APPROVAL AND DISAPPROVAL

Any request to the Board or Association as required by these Rules and Regulations is deemed denied unless the Board's approval or disapproval is noted in the minutes of a Board meeting and written notification of approval or disapproval is submitted to the requesting member(s) from the Board.

SECTION 13: COMPLAINT PROCEDURES

Voluntary Compliance - Since voluntary compliance with the Association rules is not always obtained it may be necessary for the Board or a Board Committee to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.

Disputes Between Neighbors - Members of the Board and the various Association Committees are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with Association rules. It is further hoped that the complainant has first attempted and failed to obtain voluntary compliance without Board intervention.

General Complaints – General complaints regarding Association rules and regulations shall be submitted to the Board either in person or in writing. Any complaints presented to the Board shall then be referred to an appropriate committee of the Association for discussion and a recommendation to the Board for action. If no such Committee exists, the Board shall independently discuss and act upon the complaint presented. Any Board action shall be consistent with all rules and regulations of the Association.

Complaints Regarding Rule Violations - Complaints regarding rule violations by Unit Owners must be submitted in writing to the Board through the Rules and Regulations Committee. The Complainant should have already discussed his complaint with the offending party and must indicate what response he received. Anonymous complaints will not be accepted. Complaints will be kept confidential by the Rules and Regulations Committee and the Board of Directors as far as practical.

SECTION 14: ENFORCEMENT PROCEDURES

Authority - The Board shall have full authority to make and enforce all provisions of this section.

Violations - Any Unit Owner or Occupant who violates these or any future rules or regulations may be required to pay a fine in an amount determined by the Board to be reasonably appropriate for the infraction for each month the violation occurs. In addition, any Unit Owner who violates these regulations shall be subject to all legal remedies available to the Association, the Board, and all other residents, as provided in the Act, Amended Declaration, Bylaws or any other applicable law. Any fine shall be assessed against the Unit Owner and collected as an Association assessment.

Fines - The Unit Owner shall assume full responsibility for payment of any assessed fines regardless if it is the result of action by the Unit Owner, Occupant, or lessees.

Hearing Procedure - Any violation of any of the Rules and Regulations will be subject to the following hearing procedure:

1. First Complaint - Upon receipt of a written complaint by another Unit Owner or occupant detailing the complaint and the date and place of its occurrence and upon confirmation of the complaint by the Board or its representative, the offending Unit Owner will be notified of the next meeting of the Board at which time the parties to the complaint shall be heard by the Board. Upon that information, a Board hearing will be provided to both parties of the complaint. Following the receipt and discussion of the hearing's information, the Board shall determine the appropriate and reasonable action to be taken. The Board's decision is final and binding.

In the event the offending Unit Owner does not respond or attend the hearing, the Board shall enforce the rules and regulations based on the information available.

2. Second Complaint and Notice of Offense - Upon receipt of a second written complaint for a repeated offense and upon confirmation of the complaint by the Board or its representative, the offending Unit Owner/Occupant will be notified of the complaint and assessed a fine as deemed appropriate for the offense unless an "Action to Cure" the complaint is shown by a written statement to the Board within a maximum of five days of receipt of the second notice of complaint. The fine shall be assessed to the Unit and collected in the same manner as other Association Assessments. The disposition of proceeds resulting from fines shall be at the discretion of the Rules and Regulations Committee.

SECTION 15: BOARD'S AUTHORITY

The Board has the following powers:

Authority to Regulate - The Board of Directors shall have full authority to review all the rules and regulations in this attachment to the Bylaws and to change, alter, grant waivers, or delete any portion or section as it sees fit to further the health, welfare and safety of all Unit Owners and Occupants.

Applicable Laws - Each Unit Owner and each occupant shall comply with all applicable laws, ordinances, and government regulations that apply and shall be solely responsible for all fines, penalties, costs, and prosecutions that may be applicable.

Authority to Enforce - Any resident who violates or disregards the decisions and directives of the Board in its enforcement of these Rules and Regulations may be required to pay such fines as are reasonably determined by the Board and shall also be subject to any other legal remedies available.