

Each of the time periods and activities described in these policies are subject to unilateral alteration by the Board from time to time in the interest of an amicable resolution of the issues described in the policies that follow below based on the facts and circumstances which may exist from time to time, or toward timely, uniform, consistent enforcement of the Association's Covenants and Restrictions – and collection of unpaid assessments and related charges if the facts and circumstances demonstrate to the Board that an amicable resolution on terms acceptable to the Board is unlikely.

GENERAL RULES FOR CLUBHOUSE USE (REVISED 2025):

Green Briar Village Club (GBVC, Inc.) extends the use of club facilities only to members in good standing and their escorted guests.

I. MEMBERSHIP:

Membership is limited to the following classifications:

a. OWNER:

- i. All homeowners who hold record title to a lot prior to November 22, 2024, are members of the Green Briar Village Community Club, provided the owner has a completed Membership Application on file at the club office and all dues and assessments are paid in full.
- ii. Homeowners who receive record title to their lot after November 22, 2024, are mandatory members of the club and must pay monthly dues and any applicable assessments.

b. SPECIAL MEMBER (TENANT): An owner may assign their club privileges to a person who has leased their home, subject to the following conditions:

- i. The owner must have completed a Membership Application on file at the club office, all dues and assessments must be paid in full, and a copy of the signed lease (for a minimum of one year), along with a signed Assignment of Rights form, must be filed at the club.
- ii. All occupants of the residence must be listed on the lease. Renting rooms is not permitted. Owners forfeit their rights to use the club facilities completely once they have a tenant. The owner's key fob will be deactivated, and with the signed Assignment of Rights form, it can be reactivated in the tenant's name for the duration of the lease.

II. CLUB ACCESS:

Access to the club facilities is granted via a security key fob. The key fob is used to activate the electronic lock pad on the front entrance door to the clubhouse lobby, as well as the door leading back into the lobby from the pool and tennis court area. Access to this facility is a privilege.

Sharing your key fob or granting access to others is prohibited and may result in

deactivation of your key fob and a fine of up to \$50. You will also be held responsible for any damages caused by granting access.

Accessing the clubhouse via emergency exit fence or opening the gate to grant entry to others may also result in a fine per instance, up to \$50.

a. MEMBERS:

- i. Each household is entitled to two key fobs per home, with a refundable deposit of \$10.00 per key fob.
- ii. New owners must present a copy of their deed and a photo ID to the club office.
- iii. Lost security key fobs can be replaced upon payment of \$10.00 by check or cash only.

b. SPECIAL MEMBERS (TENANTS):

- i. One security key fob may be issued to the current lessee of a rental home when the criteria specified in Paragraph I, Section b (above) are met. The cost of the key fob is \$50.00. Additional key fobs will not be issued.
- ii. A lessee's key fob will be deactivated upon the expiration of the lease. If the lease is renewed, a copy of the renewal lease and a renewed Assignment of Rights form must be presented to the office, and the security key fob will be reactivated at no charge.
- iii. The owner of a leased house for which the tenant has club privileges will not be eligible for a security key fob, as stated in Paragraph I, Section b.
- iv. No club privileges will be extended to any lease renewal tenant whose lease is less than one year. Short-term leases are not allowed.
- v. Unaccompanied minors are not allowed in the clubhouse. They must be with a residing adult member.

c. GUESTS: Guests will be admitted if accompanied by a member or an authorized tenant. Key fobs are not to be passed to any guest for use in the absence of an authorized resident. Members with guests who reside in their households are allowed with authorized fobs. Guests from outside the household are limited to five per member.

CLUBHOUSE RENTAL:

The main room of the clubhouse is available for rent at a daily rate of \$400 for members. This fee is subject to the discretion of the Board of Directors and may be waived for not-for-profit organizations that are serving the community.

No other areas of the clubhouse may be reserved or used for private events, as the clubhouse is primarily intended for use by members.

All events are subject to approval by the Board of Directors, and the member renting the space is responsible for ensuring that the clubhouse is returned to its original condition

after use.

III. Suspensions: The following suspensions shall apply (as stated in Bylaws):

1. If a member is more than sixty (60) days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities, as well as the ability to receive services performed by the association, including lawn services, until the fee, fine, or other monetary obligation is paid in full. A suspension may not prohibit a member or tenant of a parcel from having vehicular and pedestrian ingress and egress from the parcel, including, but not limited to, the right to park.
2. All suspensions imposed pursuant to subsections (a) or (b) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner, and if applicable, the parcel's occupant, licensee, or invitee by mail, email if it is on file, and/or hand delivery.

IV. MANAGEMENT:

General operating policies, fiscal management, membership regulations, and supervision of the club personnel are vested exclusively in the Board of Directors. Daily management of the club, supervision of members to ensure compliance with these Rules and Regulations, and responsibility for the club's physical plant are vested in the Board of Directors. All violations of these rules should be reported to the Board of Directors.

CLUBHOUSE AND GROUNDS USE POLICY:

- a. Clubhouse office hours are posted at the clubhouse and on the website.
- b. Proper attire, including shirts and shoes, must be worn in the clubhouse. Wet bathing suits are not permitted in the clubhouse. Loud or abusive language is not allowed on clubhouse grounds. No games shall be played for money on the clubhouse grounds.
- c. Smoking and vaping is prohibited in the clubhouse, entrance, and surrounding grounds at all times. This includes the pool area.
- d. Members are responsible for the general appearance of the clubhouse and grounds. All trash must be placed in the proper containers.
- e. No pets are allowed in the clubhouse or within the fenced area surrounding the clubhouse grounds except for service animals. All service animals must be properly restrained.
- f. Bicycles and scooters should be placed in the bicycle stand or designated areas. No bicycles or scooters are allowed in the pool area.

SWIMMING POOL:

- g. The club does not have a Lifeguard, SWIM AT YOUR OWN RISK! Parents must supervise their children at all times.

- h. Pool use is limited to daylight hours. Any attempt to swim during hours when the pool is closed will result in suspension of club privileges.
- i. Proper bathing attire must be worn, and showers must be taken before entering the pool. Changing in or out of bathing attire is not to be done in public view. Please use the restrooms for changing, or risk suspension of privileges. No oil-based suntan lotion may be used, and towels must be placed on the chairs prior to sitting to avoid damage to the furniture from oil-based products.
- j. There shall be no glass in or around the pool area, including the adjacent table areas. NO FOOD OR DRINKS ARE ALLOWED IN THE POOL OR DECK AREA. This is the 6' (foot) area surrounding the pool.
- k. There shall be no running, jumping, shouting, excessive splashing, and no diving or jumping into the swimming pool. No loud music may be played. Unaccompanied children are not allowed in the pool.
- l. The pool area is not to be used when lightning is present or imminent.
- m. No floats larger than a single raft may be used in the pool.

TENNIS COURTS: Use of the tennis courts are on a first come, first serve basis, with play limited to one hour when others are waiting. Tennis lessons and clinics for members shall not have priority. Proper tennis shoes must be worn on the courts. NO HARD SHOES MAY BE WORN. Children must be accompanied by an adult to use the courts.

SHUFFLEBOARD COURTS: Use of the shuffleboard courts shall be governed by the same rules as the tennis courts, particularly in respect to the wearing of hard shoes. There shall be: NO HARD SHOES MAY BE WORN ON THE SHUFFLEBOARD COURTS.

CLUB EQUIPMENT: Any member who uses the club equipment is responsible for its safe return. Damage to the club property or equipment through carelessness or neglect of the member or the member's guest shall be paid for by the club member. Members are responsible for their Guests.

- n. Billiards Table/Wi-Fi Room: Use of the billiards table is restricted to members of the club and accompanied guests. Children must be accompanied by an adult. Players may not start another game when others are waiting. A game shall not exceed 25 points. Shoes and shirts must be worn in the game room. Cue sticks shall be placed in the racks, and the billiard balls put in the tray under the billiards table when not in use. The billiards table should be brushed and recovered when the game is completed. Profane language, loud music, party accessories, or any articles that would disturb other club members will not be permitted. Additionally, food/beverage shall be allowed in moderation, excessive food/beverage, and party trays are not allowed. Food and drink debris are not to be left around the room and must be taken/properly disposed of.
- o. Fitness Equipment: Proper use of fitness equipment is mandatory. Minors must have an adult present when using the fitness equipment. Users are to respect the equipment. Proper shoes and attire are required for the use of the treadmill and

elliptical. Wet swim attire is not permitted in the gym or when using the equipment. Please report any and all damage, or problems immediately to the office or Board of Directors. When the room is not in use, windows must be closed, and the fans turned off. Lights and thermostat are automatic and should not be touched. The door must be closed completely upon exiting.

GBVC, Inc. enforces these rules and regulations to maintain the safety, cleanliness, and harmony of the community. If residents or guests violate the rules of the clubhouse, they may face various fines and/or be assessed the cost of actual damages. Common fines for not following clubhouse rules and regulations include:

1. Unauthorized Use of Facilities:

- Using the clubhouse for events or activities without prior approval or after hours can lead to fines. Accessing clubhouse via other owner's fobs or codes, or via emergency exit fence may result in a fine up to \$50 depending on severity.

2. Failure to Clean Up After Use:

- Not cleaning up after using the clubhouse (leaving trash, not wiping surfaces, etc.).
- Fine for failure to clean up: \$75

3. Improper Behavior or Disturbances:

- Behavior such as drunkenness, fights, or inappropriate conduct may result in fines up to \$100 depending on severity.
- In addition, GBVC will bill the owner for the cost of actual damages.

4. Violation of Pool, Game Room, or Gym Rules:

- These fines can range from \$50 to \$100 in addition to the cost to repair actual damage.

5. Parking Violations:

- If clubhouse parking areas are misused (e.g., unauthorized parking, blocking spaces), fines can be assessed.
- Damages may be assessed for any parking in grass that results in damage to sprinkler systems or lawn to cover the cost to repair

6. Wearing Wet Swimsuits in Gym:

- Fines for attire violations may be around \$25 to \$50.

7. Damage to Clubhouse Property:

- If a resident or guest damages clubhouse property (e.g., furniture,

equipment, etc.), they will be held responsible for repairs and could face fines in addition to cost to repair.

- Repair costs depend on the damage but typically range from \$100 to several hundred dollars.

8. Bringing Pets into the Clubhouse Area:

- \$50 fine for bringing a pet into the clubhouse area. Additional fees may be charged in excess of the \$50 if there is additional damage or cleaning required.

Appeals Process for Violations/Fines

Owners have the right to appeal within 15 business days of receiving notice of violation to the rules and regulations, and to contest the suspension of clubhouse use if they feel the decision is unfair. Appeals must be presented in writing via certified mail to Green Briar Village Club, 10151 Gifford BLVD, Orlando, FL 32821. The Board of Directors will then consider the appeal at the next duly noticed Board meeting.

PROCEDURAL POLICIES

I. COVENANT ENFORCEMENT POLICY

The Board adopts the following timelines and procedures to enforce violations of the Restrictions. Specifically, once the Association's manager (if any) and/or Board of Directors becomes aware of a violation of the Restrictions:

1. The Board of Directors will determine whether to issue a 30-day friendly notice of the requirement to resolve the identified violation.
 - a. Upon written instruction from the Board of Directors, the manager is directed, pursuant to this policy, to proceed with all further notices and to submit the violation(s) to the Association attorney when pursuant to this policy, without the need for additional conferring with the Board of Directors, unless the relevant lot owner(s) properly contact the property manager in writing requesting a written agreement to settle the violation matter, or a one-time-only reasonable extension allowing additional calendar days to cure the violation(s), in any case subject to acceptance by the Board.
2. For ongoing violations of the Restrictions:
 - a. The Association will send a notice to the violating Owner(s) and occupants of the lot, as appropriate, supplying 30 calendar days to correct the violation(s) (the "First Notice");
 - b. If the First Notice expires without the violation(s) being corrected, the Association will send another notice to the same recipients, identifying the violation(s) not corrected, and supplying an additional 14 calendar days to correct the violation(s) (the "Second Notice");
 - c. If the Second Notice expires without the violation(s) being corrected, the Association will

send a final notice to the same recipients, identifying the violation(s) not corrected, and supplying an additional 14 calendar days to correct it/them (the “Final Notice”);

- d. If the Final Notice expires without the violation(s) being corrected to the satisfaction of the Board, the matter will be referred to the Association attorney for further enforcement, as determined by the Attorney (“the Attorney Notice”); all further communication regarding the violation(s), except architectural applications, must then be only through the Attorney, although the Board may – but shall not be required to – contact the Owner(s) seeking a resolution;
 - e. If the Attorney notice expires and any violation(s) remain(s), the Attorney will send an Offer to Participate in Pre-suit Mediation pursuant to F.S. Section 720.311 among other statutes (the “Offer”); or take other appropriate pre-suit measures.
 - f. If the Offer is issued and expires without a timely, statutorily compliant response, or if no settlement results from the mediation conference scheduled in conjunction with the Offer, the Board of Directions may vote to authorize attorney to pursue further legal action, including, but not limited to filing a lawsuit to enforce the Restrictions.
 - g. The owner will be responsible for all attorneys’ fees and costs incurred with the enforcement of Restrictions
3. For violations of the Restrictions which are not ongoing in nature, the Association will follow the procedure stated in F.S. Section 720.305 among other statutes to levy a fine of \$100 per incident.
 - a. Any violation subject to Section 1.3. which results in a third fine regarding the same lot and the same Restriction, during any calendar year, shall qualify as a nuisance pursuant to the Declaration, and is subject to the procedure stated in Sections I.1 and I.2 hereof, in addition to any fines levied in accordance with Section I.3., except that the notices described in Sections I.2a and I.2b above will not be required.

II. COLLECTION POLICY

The Board adopts the following timelines, procedures, and charges, to enforce past-due assessments levied by the Association against a lot within the community, once the Association’s manager (if any) or Board becomes aware of a past due assessment.

- Payments not received by the 10th of each month will be considered late as of the 11th, and a \$10 late fee will be applied for each month the payment remains unpaid
- Members with email addresses on file will receive emailed notification of late assessments.
- Any member whose assessment dues are more than 60 days past due will receive a reminder notice informing them that their account is significantly overdue. This notice will indicate that all services provided by the Association to the lot will be suspended. The notice will be sent either by mail or email to the homeowner’s address of record. Once lawn services are suspended, the

member may only be reinstated on the service list upon receipt of full payment, including reimbursement of any related costs incurred by the Association pursuant to Bylaws. Once full payment is received, service will be reinstated at the beginning of the following month.

- In accordance with F.S. § 720.3085(3)(a), the Board reserves the right to charge interest at the maximum rate allowed by law, until paid.
- In accordance with F.S. § 720.3085(3)(b) (2022), all payments received by the Association will be applied first to accrued interest on assessments, then to accrued late fees on assessments, then to attorney’s fees and costs incurred by the Association in collection, then to the unpaid assessment. Each member is responsible for ensuring receipt of payments when due. This application applies notwithstanding any alleged accord and satisfaction, restrictive endorsement, designation, or instruction placed on or accompanying a payment, pursuant to F.S. § 720.3085(3)(b)(2022),
- The Association will endeavor to pursue unpaid assessments in accordance with the following timelines:
 - Approximately 60 days after the first assessment or installment remains wholly or partially unpaid was initially due, the Association will issue a courtesy notice, supplying the unit and pertinent member(s) of the Association ten (10) calendar days to pay the full unpaid portion of the assessment (the “Courtesy Notice”). Notwithstanding the foregoing, no interest will be charged in the Courtesy Notice.
 - If the Courtesy Notice expires without full payment or a satisfactory payment arrangement, a Notice of Late Assessment (“NOLA”) will be issued pursuant to, and mailed in accordance with, F.S. § 720.3085(3)(d)(2022).
 - If the NOLA expires without full payment or a satisfactory payment arrangement:
 - a. The account will be submitted to the Association’s counsel for collection and issuance of Notice of Intent to Record a Claim of Lien (“ITL”).
 - If the ITL expires without full payment or a satisfactory payment arrangement, the law firm will file a claim of lien against the lot and its Owner(s) in the County Public Records and issue a Notice of Intent to Foreclose a Claim of Lien (“ITF”). Pursuant to F.S. § 720.3085(5)(2022).
 - If the ITF expires without full payment or a satisfactory payment arrangement, the law firm will file a lawsuit to foreclose the claim of lien and for damages, pursuant to F.S. § 720.3085(5)(2022).

III. Member Speech At Meetings Policy

The Board adopts the following rules governing the frequency, duration, and manner of members’ speech at Meetings. These procedures are subject to unilateral alteration by the Board from time to time in the interest of the effective, efficient conduct of Meetings, and apply to all members in all meetings, except to

the presiding member at each Meeting and to directors during meetings of the Board.

1. Pursuant to Section XV of the Bylaws, Roberts Rules of Order shall govern the conduct of the meetings of the Board of Directors and the General Membership meetings, when not in conflict with the Articles of Incorporation, the Club By-Laws, or with applicable Florida Law.
2. Prior to the commencement of the meeting, each member desiring to speak at a Meeting on a designated agenda item must write his/her name and property address on the sign-in sheet provided by the Board during the meeting and designate the agenda topic(s) regarding which the member desires to speak. Failure to properly designate the desire to speak regarding an agenda item before it is being addressed during a Meeting shall be a waiver of the right to speak on that agenda item during that meeting.
3. The presiding director or officer will briefly describe each topic agenda item, after which the members who properly designated their desire to speak regarding that agenda item will be permitted a maximum of three (3) minutes to speak regarding that agenda item.
 - a. Once all members who properly designated their desire to speak regarding an agenda item have had an opportunity to do so, any member who has signed up and desires to speak again may do so for a maximum of (1) additional minute.
 - b. No member may “cede” or otherwise assign or transfer any portion of his or her three (3) or one (1) minute allotments stated above to any other member or individual.
 - c. Once all member speech authorized in Sections III.3 and III.3.a hereof are complete, the Board will discuss (during Board meetings) and then the vote will be taken on the agenda item, if appropriate. The members shall have no right to speak during this time unless directly asked questions by the presiding director(s) or officer.
4. Any person who, during a Meeting, fails to follow the Board’s direction to cease speaking when the person is not authorized to do so pursuant to this policy, forfeits the right to speak for the remainder of that Meeting, including any and all adjournments thereof.
 - a. Any person who does not cease speaking when directed to do so in accordance with this Policy will be directed to leave the meeting. If that person declines to leave as directed, they may be removed from the meeting by police. If the meeting is being held via phone or video conference, the person will instead be muted for the remainder of the meeting, including any and all adjournments thereof.
 - b. Three (3) violations of this Section by any lot within a twelve (12) month period beginning with the first such violation, shall constitute a nuisance and may be enforced in accordance with the Declaration and the above Covenant Enforcement Policy.

IV. RECORDS INSPECTION REQUEST POLICY

The Board adopts the following rules governing the frequency, time, location, notice, records to be

inspected, and manner of inspection, of Association official records. These procedures are subject to unilateral alteration by the Board from time to time in the interest of effective, efficient governance of such inspections and copying.

1. Only members of the Association or their designated legal representatives shall be permitted access to the records of the Association.
2. Only those records referenced in F.S. § 720.303(4) (2022), and which are not referenced in the inaccessible records described in F.S. § 720.303(5)(c) (2022), as those statutes may be amended from time to time, shall be available to the membership and their legal representatives.
3. Any request to inspect the records of the Association must be delivered by certified mail, return receipt requested, to the current property manager or if none exists, to the Association Secretary.
4. The Board has ten (10) business days to respond to written requests sent in a manner that complies with statutory requirements.
5. Requests to inspect only documents which have been posted to a community portal or which have been made available by other electronic means accessible to the membership, will be met with instruction to inspect the records via those media unless and until the requestor verifies that the requestor lacks a method of accessing the records via those media.
6. Members and their representatives shall be limited to one records request, up to eight (8) hours, per 30 calendar days.
7. Administrative fees will be imposed at \$20 per hour for any records request involving research or copying of records in excess of 30 minutes and more than 25 pages of records. Additionally, costs will be recovered by the Association at \$0.25 per page for any request for hard copies that exceed 25 pages, which is payable in advance of the copies being made.
8. Requesters may inspect records at the Association's office during office hours, provided it does not disrupt normal operations.
9. Records provided for inspection must be handled carefully, and the requester may not remove any records from the Association's premises.
10. Please note that sharing certain types of information, such as personal identifying details or confidential records, may violate privacy laws and could expose the individual to legal liability.

V. Harassment Policy

The Board is dedicated to ensuring a respectful, professional, and harassment-free environment for all individuals, including board members, residents, and guests. Harassment from homeowners toward HOA board members disrupts the ability of the Board to carry out its responsibilities and creates a hostile environment. This policy outlines the expectations for conduct by homeowners

toward board members and provides a clear procedure for addressing and resolving any harassment complaints.

1. Definition of Harassment

Harassment, in this context, refers to any inappropriate or offensive behavior, whether verbal, physical, or visual, directed toward HOA board members that creates a hostile or intimidating atmosphere.

Harassment includes but is not limited to:

- **Verbal Harassment:** Abusive or offensive language, insults, slurs, threats, or excessive personal attacks made toward board members in meetings or in communications.
- **Physical Harassment:** Unwanted physical contact or threatening physical behavior directed at board members.
- **Visual Harassment:** Displaying offensive images, symbols, or gestures aimed at board members.
- **Written Harassment:** Repeatedly sending threatening, abusive, or insulting emails, letters, or messages to board members. Spreading defamatory and false information, in addition to attempts to intimidate board members.
 - **Email Etiquette:** To ensure effective and respectful communication between HOA members, board members, and management, this policy further establishes guidelines for email use:
 1. Respectful Tone
 - All email communication must remain respectful, free of profanity, threats, or personal attacks.
 2. Relevance and Purpose
 - Emails should relate directly to HOA matters (e.g. maintenance, violations, budget inquiries, dues). Unrelated or off-topic messages may not receive a response.
 3. Reasonable Frequency
 - To ensure prompt and efficient handling of issues:
 - Residents are encouraged to consolidate concerns into a single weekly email, when possible.
 - Excessive, repetitive messages on the same topic may be acknowledged once, with a summary response.
 4. Response Time
 - The HOA will strive to respond to emails within 3-5 business days unless the matter is urgent.
 5. Escalation
 - If a resolution isn't reached via email, residents may request to present

their issue at the next board meeting.

6. Harassment Clause

- Persistent, excessive (sending more than 5 emails a day on unrelated matters, or more than 30 a month), or hostile communication may be considered harassment and may be referred to legal counsel if the Board deems necessary.

- **Retaliatory Harassment:** Any attempt by homeowners to retaliate against board members for performing their official duties, such as filing complaints or engaging in board activities.

2. Resolution: If harassment is substantiated, the HOA Board and/or Fining Committee will determine appropriate actions. These may include:

- **Warning:** Issuing a written warning to the homeowner involved in the harassment.
- **Formal Sanctions:** Three (3) violations of this Section by any lot within a twelve (12) month period beginning with the first such violation, shall constitute a nuisance and may be enforced in accordance with the Declaration and the above Covenant Enforcement Policy. Depending on the severity of the harassment, further actions may include fines, restriction of access to HOA meetings or clubhouse facilities, and/or other actions as permitted by the HOA's governing documents.
- **Legal Action:** In cases of severe harassment, the HOA Board may seek legal recourse, including restraining orders or other legal measures.