



**GREENRIDGE ASSOCIATION OF OWNERS, INC.  
AT THE POINTE**

**9200 Greenridge Lane  
Bloomington, IN 47401**

**GREENRIDGE RULES AND REGULATIONS (2017)**

- Section I MAINTENANCE AND PAYMENTS – Payment Instructions, Financial Penalties for Noncompliance with Rules and Regulations, Maintenance**
- Section II GENERAL – Owner Exterior Alterations and Additions, Owner Maintenance, Contractors, Antenna/Satellite Dishes, Single Family Residence and Keys, Rental Units, Noise and Other Disturbances, Hunting/Shooting/ Explosives, Responsibility for Others, Use of Common Grounds and Limited Common Areas, Pets, Broken Windows, Golf Course Property**
- Section III PARKING REGULATIONS – Parking for Residents and Visiting Guests, Other Vehicle Parking**
- Section IV UTILITIES – Garbage Disposal, Smoke Detectors and Fire Extinguishers, Pest Damage**
- Section V WINTER PROCEDURES – Snow Removal, Homeowner Winter Maintenance**
- Section VI FIREPLACE SAFETY**
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- Section VIII MAINTENANCE RESPONSIBILITY CHECKLIST**

The following documents are available under “Village Links” at <http://pointeservices.org>, or a copy may be printed upon request.

- Delinquent Charges Policy (for Greenridge)
- Declaration of Expandable Condominium for Greenridge - Phase I Condominium
- By-laws of Greenridge Association of Owners, Inc.
- Seventh Amended Declaration of Expandable Condominium for Greenridge

The policies governing the Pointe Service Association (PSA) property and facilities may also be found on this website under “Legal”.

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**WELCOME TO GREENRIDGE!**

The purpose of this handbook is to help you enjoy living in this community and to advise you of the rules and regulations for our village.

The Greenridge Board of Administrators works to maintain our property, preserve and enhance its value, and ensure that we all have a pleasant place to live. We encourage the participation of all our residents in this endeavor and welcome any suggestions for improvements.

Condominium living is far different from owning or renting private property. Most of the property in our village is “common property,” which means that we all own and are responsible for everything in Greenridge except the insides of the condos, and even there, your Board of Administrators has some rights and responsibilities.

Very few visitors or residents willfully violate the Greenridge rules and regulations, all of which have been developed for the welfare of our community as a whole. Please read the following pages carefully and keep as a reference tool. Additional copies may be provided upon request.

Again, welcome to Greenridge. We have a friendly and active neighborhood. We hope that you will take part in our village, and be our good neighbor and friend.

***Your Greenridge Board of Administrators***

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## GREENRIDGE RULES AND REGULATIONS

**AUTHORITY** – *[By-laws, Article III, Section 8][By-laws, Article VI, Section 9]*

The Greenridge Declarations and By-laws establish many of the regulations discussed on the following pages. Other rules are established by the Greenridge Board of Administrators in order to ensure pleasant, trouble-free living for all the residents of our community. These rules are subject to interpretation by the Board and may be altered, revoked, or clarified by the Board at any time.

It is our hope that each resident will cheerfully adhere to the contents of this booklet in the interest of good relationships with all. Anyone with questions or concerns about our Rules, Regulations, or By-laws should send e-mail to [greenridgeboard@gmail.com](mailto:greenridgeboard@gmail.com) or contact a Board member directly.

**PSA Rules** – All Greenridge homeowners must abide by the Rules and By-laws of the Pointe Service Association. PSA is responsible for the common areas of The Pointe, including main roads and security.

### **SECTION I – MAINTENANCE AND PAYMENTS**

**Payment Instructions** – In order to avoid incurring a late fee for your quarterly payments, mail your check in time for it to **clear** the bank on or before the due date. *[By-laws, Article VI, Section 4]* The Association is not responsible for delays with the mail. Checks may be mailed to the post office box below or payment made in person at the property management office.

**Please note that we bill quarterly. If you fail to make your payment within 30 days of the due date, you will be assessed a \$50 service fee.** Send your payments to:

**Greenridge HOA  
P.O. Box 37  
Smithville, IN 47458**

**Maintenance** - Sharon and Michael Dalton are our property managers, and all questions concerning property maintenance or dues should go through them. Their weekday office hours are **10:00 a.m. - 12:45 p.m. and 2:00 p.m. - 4:30 p.m.** You may drop off payments at their office address (below), but please do not use this as a mailing address. Please note that if your account is in arrears, no routine maintenance will be performed until your dues are caught up. Property management information:

**Pegasus Properties  
9370 Strain Ridge Road  
812-824-3230 (office)  
812-824-3240 (fax)  
812-355-8390 (24-hour emergency line)  
[pegasus.properties@gmail.com](mailto:pegasus.properties@gmail.com)**

**Financial Penalties for Noncompliance with Rules and Regulations** - the Board reserves the right to assess homeowner penalties for noncompliance with the Greenridge Rules and Regulations.

1. Delinquency penalty on quarterly dues: \$50 plus attorney fees.
2. Penalty for unauthorized presence on or damage to any roof (this includes but is not limited to any resident, owner, guest, child, or workman not specifically authorized by the Board):
  - a. Unauthorized presence on any roof - \$250.
  - b. Unauthorized perforation of or damage to any roof - \$1500.
3. Penalties for other rules violations:
  - a. Verbal notice of rules violation with follow-up letter.
  - b. Second letter of rules violation - minimum \$25 assessment per incident.
  - c. Third letter of rules violation - minimum \$50 assessment per incident.
  - d. Subsequent rules violation fines will escalate.

## **SECTION II - GENERAL**

**Owner Alterations** – No owner shall initiate any structural alteration or improvement to the **interior** of the unit, including the addition of rooms or lofts, without prior written consent of the Board. No owner shall initiate any addition, alteration, or improvement that affects the **exterior** or outward appearance of the unit, including landscaping or fencing, without the written permission of the Board. *[By-laws, Article VI, section 14]* No perforation of any roofing surface is permitted without the written consent of the Board, including roof vents, skylights, and satellite dish installations. While replacing windows is the responsibility of each homeowner, such replacements must be horizontal sliding windows unless the homeowner obtains a written exception from the Board.

**Owner Exterior Additions** – No exterior shades, awnings, window guards, ventilators, fans, or air-conditioning devices shall be used in or about the buildings, common areas, or private patios unless approved by Board of Administrators. Electric fences for pets and exterior lights may not be installed on common property. Access to clean out pipes must be maintained at all times. The footprint of flowerbeds may not be altered without Board approval.

**All requests to structurally alter the interior of a unit or to alter the exterior of a unit must be made by completing and submitting an Architectural Control Request Form**, which is available from the property management office.

**Owner Maintenance** – Owners have a duty to promptly report any defect or need for repairs for which the Association is responsible. *[By-laws, Article VI, Section 12]* Owners are responsible for keeping courtyards, patios, and existing flower beds clean and neat. All trash cans must be put away after trash pickup. If maintenance is deemed unacceptable, the Board will have the situation corrected at the owner's expense. *[By-laws, Article III, Section 8(i)]*

**Contractors** – All maintenance or alterations to the interior or exterior of the unit should be performed by an insured contractor. However, any work that is the responsibility of the HOA must be approved by the Board and performed by a contractor who has been approved through our property manager. The owner assumes full responsibility for the work performed and any other damage or injury which may occur as a result of the work.

**Antenna/Satellite Dishes** – No radio or television antenna/satellite dish shall be attached to or hung from the exterior of the buildings without Board approval.

**Single Family Residence and Keys** – The condominium property shall be used for single family residential purposes only.

In case of an emergency, access to a unit can be critical for PSA Security and/or the Greenridge Board of Administrators. For everyone's safety, the Board requires that each owner provide and maintain a current key for the unit at the PSA Security Guard House. *[By-laws, Article III, Section 8(j)]* Any owner in violation of this rule will be fined \$50 for each month Security does not have the correct keys.

**Rental Units** – For homeowners who purchased a condo **on or before** April 18, 2011, renting is permitted in Greenridge by long-term lease only, with a one-year minimum. Short-term leases of less than a year are not permitted. Homeowners must provide a copy of the lease along with the results of a background check to the property manager, who will then present this information to the Board for approval. Failure to provide this information will result in a \$50 dollar fine for each month of non-compliance.

For homeowners who purchased a condo **after** April 18, 2011, units cannot be rented either long-term or short-term. *[Seventh Amended Declaration of Expandable Condominium for Greenridge]*

Any damage caused to the condo by the renter, or the renter's family or friends, is the responsibility of the owner. *[By-laws, Article VI, Section 10(a)]*

**Noise and other Disturbances** – No resident shall make or permit disturbing or annoying noise that would interfere with the comfort, convenience, or rights of other residents. Outdoor activities should be limited to the hours of 8:00 a.m. to 11:00 p.m.

**Hunting/Shooting/Explosives** – No hunting or discharging of firearms, BB-guns, pellet guns, or any other potentially harmful shooting or explosive device is permitted. This includes all exploding fireworks.

**Responsibility for Others** – Owners and/or residents and lessees shall be held responsible for the actions of their children, guests, and pets.

**Use of Common Grounds and Limited Common Areas** – Common areas are for the use and enjoyment of all Greenridge residents and include all grassy areas, trees, landscaping, and the Greenridge pavilion. All items must be removed from common areas when not in use, when mowers are present, and no later than dusk each evening. This includes but is not limited to toys, games, gaming nets, grills, tables, and lawn furniture. Items left outside may be collected, discarded, or removed at the owner's expense.

On days when the lawn maintenance crew is mowing, the common property must be cleared of all items. Homeowners who disrupt the mowing or cause any damage to mowing equipment will be assessed penalties.

No resident, child or adult, is allowed to access any roof, climb or kick fences or gates, climb trees, enter limited common areas (see definition below) without permission, or engage in destructive behavior to structures, property, landscaping, or grounds. Children are not allowed around any maintenance vehicle or repair work in progress.

Limited common areas include condominium courtyards, porches, decks, flowerbeds, and garages. These areas are solely for the use of the individual property resident and are not considered to be common grounds. Each owner is responsible for the maintenance and repair of these limited common areas. *[By-laws, Article VI, Section 10(a)]*

The Greenridge pavilion includes a covered patio, fireplace, and bathrooms. It is available for use by Greenridge residents and the cost of its maintenance and insurance is included in the quarterly dues. When used, it must be left clean and ready for the next use.

**Pets** – No pet shall be allowed on Greenridge common property except on a leash or under the direct control of its owner. Pets may not be anchored or chained outside and unattended in a common area or limited common area, and may not be permitted to create a noise nuisance to neighbors. Owners shall not permit their pets to damage lawns or landscaping. Owners are responsible for immediately picking up all pet feces. Any pet that, in the judgment of the Board of Administrators, is causing or creating a nuisance shall be permanently removed from the property upon three-day notice from the Board.

**Broken Windows** – A broken window caused by a golf ball is the homeowner's responsibility to fix (unless you can catch the golfer). This is part of living on a golf course.

**Golf Course Property** – The following statement is from Eagle Pointe Golf Resort:

*The golf course and cart paths belong to Eagle Pointe Golf Resort and are for the sole use of their golfing guests. Homeowners, residents, and visitors are not entitled to be on the course or paths unless they have paid to play golf. Pets are not allowed on the golf course at any time.*



### **SECTION III- PARKING REGULATIONS**

**Vehicle Parking for Residents** – Residents shall have unimpeded access from the road to the space in front of their garage. Roads and driveways may not be blocked. The number of regularly parked vehicles for each unit is limited to the number of vehicles that can be accommodated by the resident’s garage and driveway. Vehicles may be “stored” only inside a garage. All vehicles parked outside must be in operable condition, properly plated, and moved on a regular basis. Residents may park vehicles on the street on an occasional temporary basis, but vehicles may not be parked in the grass.

**Vehicle Parking for Visiting Guests** – Visitor parking is permitted on a temporary basis. Visiting guests may park along the side of the road only if the resident’s garage and driveway are filled. Visitors must park on a paved surface; parking in the grass is not permitted. Vehicles may not park in front of the pavilion’s garage door, as it blocks access for maintenance workers.

**Other Vehicle Parking** – No boats, campers, travel trailers, boat trailers, golf carts, mini-bikes, bicycles, scooters, or similar vehicles or toys may be left overnight in driveways or any common areas. No oversize commercial vehicles, such as semi-trailer cabs, may be parked in Greenridge overnight.

### **SECTION IV - UTILITIES**

**Garbage Disposal** – Curbside trash pick-up is on Mondays and Fridays, and the cost is included in the quarterly association dues. All trash should be in covered containers except non-food items too large or unwieldy to fit into a trash can. To avoid attracting scavenging animals, please do not put trash out the night before collection. All trash should be put out on the day of collection and containers retrieved the same day. Do not put hazardous waste out for collection (refrigerators, TV’s, computers, florescent bulbs, etc.). It is each resident’s responsibility to take hazardous waste to the recycling center on South Walnut Street.

Yard waste may be put into containers for regular trash pick-up or it may be left on the ground at the end of the driveway on mowing days for the lawn maintenance crew to pick up. The garbage collector will not pick up yard waste that is not in a container or bag.

Lawn maintenance will not pick up dirt or rocks. This disposal is the resident’s responsibility.

**Smoke Detectors and Fire Extinguishers** – One smoke detector is required near every bedroom and must be checked at least once a year. A multipurpose fire extinguisher must be available in the kitchen. Failure to comply may affect insurance coverage for your unit.

**Pest Damage** – The Board must be notified at the first indication of termites, and the Association will cover treatment and repairs. The homeowner is responsible for damage caused by all other pests (roaches, fleas, ticks, mice, rats, ants, flies, etc.). It is recommended that a professional pest control company inspect and treat your unit on a periodic schedule.

## **SECTION V – WINTER PROCEDURES**

**Snow Removal** – Our primary objective is to keep the road open and passable for emergency vehicles. Please do not park in the street (or the grass) when snow is expected.

The road and driveways will be plowed after snowfall ends if the depth of the snow exceeds two inches, and driveways on an incline will have ice melt added as necessary to allow safe entrance and exit. Please note that your driveway will not be plowed completely if there is a vehicle in the driveway.

Complaints about snow removal should be directed to the property manager.

### **Homeowner Winter Maintenance**

Disconnect outside water hoses. Homeowners are responsible for burst water pipes.

**When you are home** during extremely cold, sub-zero weather:

- a. Let your faucets drip.
- b. Open the sink cabinet doors in the kitchen and bathrooms.

**When you are not in residence:**

- a. Have your water pipes and water heater winterized by a licensed plumber.
- b. TURN THE WATER OFF. In most 3 bedroom units, the main shut-off is located in the utility closet by the garage door, and in most 2-bedroom units it is located in the closet of the second bedroom. Valves must be turned 180 degrees for complete shut-off.
- c. PUT THE WATER HEATER ON VACATION.
- d. Open all faucets to allow water to drain from pipes.
- e. Open the sink cabinet doors in the kitchen and bathrooms.
- f. Open all the closets and the door to the furnace.
- g. SET THE FURNACE THERMOSTAT NO LOWER THAN 50 DEGREES. Under no circumstances should you turn the heat completely off.
- h. Please contact the property manager to let them know that you are winterizing your unit or that you will have someone checking it during very cold weather.

**Note** - In the event of freeze damage due to owner or occupant negligence, the owner of the unit is responsible for the damage to their unit, damages to any other unit, and damages to Association property. All owners must leave a key at the Pointe Security Office in case emergency repairs are necessary. *[By-laws, Article VI, Section 16]*

## **SECTION VI - FIREPLACE SAFETY**

Fireplaces and chimney flues will be inspected in odd numbered years and the inspection cost will be paid by the Association. Residents are required to grant access to the unit for the purpose of performing this inspection. *[By-laws, Article VI, Section 16]* If the inspector determines that the flue needs to be cleaned, the homeowner will be billed for the cost of the cleaning.

NO wood burning inserts may be used in the fireplaces.

DO NOT build roaring fires in the fireplaces. Use no more than three small logs or one pressed wood log at any one time. Burn only seasoned wood, as wet or green wood can cause creosote buildup in the chimney flue.

If a chimney experiences a flue fire, another fire SHALL NOT be started in that fireplace until it has been inspected by a certified chimney sweep and the certificate of inspection is presented to a Board member. If this rule is not followed, legal action may be initiated.

Do not store firewood against the unit or the foundation. Termite treatment and repairs for termite damage near firewood stored in such a way will be assessed to the homeowner.

## **SECTION VII - INSURANCE REQUIREMENTS**

Homeowners must have at least \$500,000 in personal liability coverage as part of their homeowner insurance policy - with the Greenridge Homeowners Association listed as additional insured. Failure to comply with this insurance requirement will result in a \$50 dollar fine for each month in violation.

Each homeowner should have personal property insurance that covers the contents of the unit. The property insurance for Greenridge covers building structures only (from the inside walls out).

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## SECTION VIII - MAINTENANCE RESPONSIBILITY CHECKLIST

*[By-laws, article VI, section 10]*

Item	Responsibility Homeowner Association		Additional Comments
<b>Roof</b>			
Roofing/Decking Flashing		X	
Ventilators		X	
Gutters		X	Assn cleans once per year
Downspouts		X	Assn cleans when clog is reported
<b>Windows</b>			
Broken/Cracked/Frosted Glass	X		
Window Seals/Frames	X		
Screens	X		
Trim/Wood/Exterior		X	Assn paints when building is painted
Exterior Caulking		X	
Skylights		X	Does not include cleaning
Washing	X		
<b>Front Door</b>			
Repair/Replace	X		
Paint	X		
Hardware (including locks)	X		
Frame and Jam	X		
Trim/Wood		X	
Storm Doors/Windows	X		
<b>Dryer Vents</b>			
Vent Cap		X	
Cleaning	X		
<b>Foundation</b>			
Foundation (including footers)		X	

<b>Item</b>	<b>Responsibility Homeowner Association</b>		<b>Additional Comments</b>
<b>Chimney</b>			
Cap		X	
Siding/Trim/Flashing		X	
Flue Replacement	X		
Flue Cleaning	X		Assn pays inspection, not cleaning
Leaks		X	
Painting of Interior Leak Repairs		X	
<b>Rear Doors/Side Deck</b>			
Repair/Replace	X		
Paint	X		Assn paints when building is painted
Broken/Cracked/Frosted Glass	X		
Screen Doors	X		
Tracks	X		
Washing	X		
Locks	X		
Exterior Caulking		X	
Exterior Frame		X	
<b>Lights</b>			
Exterior Light Fixtures		X	Includes bulb and photo cell replacement
<b>Patios-Front/Side/Rear</b>			
Fencing/Gates-Repair/Replace		X	
Paint		X	
Sidewalks Outside Fenced Areas		X	
Sidewalks Inside Fenced Areas	X		
<b>Roads/Driveways</b>			
Roads/Driveways		X	
<b>Siding</b>			
Repair/Paint		X	
Exterior Wood Trim-Repair/ Replace/Paint		X	

<b>Item</b>	<b>Responsibility Homeowner Association</b>		<b>Additional Comments</b>
<b>Garage Door</b>			
Garage Door Repair	<b>X</b>		
<b>Water Supply</b>			
From Water Main Line to Unit Perimeter		<b>X</b>	
From Perimeter Throughout Inside	<b>X</b>		
Waterline Freeze-ups	<b>X</b>		
<b>Sewer</b>			
Blockage Within Unit	<b>X</b>		
Blockage Outside Unit		<b>X</b>	
Repairs Inside	<b>X</b>		
Repairs Outside		<b>X</b>	
<b>Electrical</b>			
Outside Meters		<b>X</b>	
Inside Meters	<b>X</b>		
<b>Pests</b>			
Termites		<b>X</b>	
All Other Pests	<b>X</b>		
<b>Damage</b>			
Damage (exterior or interior) Covered by Insurance	<b>X</b>	<b>X</b>	Primary: HOA policy Secondary: Homeowner policy
Damage to Buildings or Common Areas as a Result of Neglect or the Irresponsible Behavior of Homeowners, Tenants, or Guests	<b>X</b>		