

GPOA Statement of Good Rental Practices

While the covenants administered by the GPOA do not expressly address rental regulations for Greenbrier Sections I - VI, the covenants regarding property use and maintenance, neighborhood harmony and other residential living standards apply to rental situations for owner and renter alike.

Therefore, to clarify the application of such rules for owners, their renters and agents, the GPOA has developed the following guidelines based on the underlying covenants:

1. All property, whether occupied or unoccupied, must be well maintained at all times and reflect the planned character of the community.
2. Final responsibility for property upkeep and use, within the letter and spirit of the covenants, rests with the owner, regardless of individual arrangements made between owner, renter and/or local representative.
3. Renters must be made aware by the owner or owner's representative that Greenbrier is a community of single family homes for residential purposes. Hence, no commercial uses, no exceptions to parking requirements for vehicles and boats, no unauthorized recreational use, and no exterior changes or additions to the property without prior GPOA approval — even if sanctioned by the absentee owner or agent — are permitted.
4. The type of rental most compatible with the community is to persons who are waiting for completion of a home under construction or for a house purchase transaction in process, to persons who have relocated to the New Bern area on a trial basis or who have moved here on a known temporary basis, and to regular seasonal occupants. Recreational "time sharing" or other forms of short-term rentals are not in keeping with the intended residential nature of Greenbrier.
5. By "recreational time sharing" and short-term rentals it is meant anything less than 30 days, or for accommodations that are part of "vacation packages," or for any operation that includes temporary housing as part of a real estate sales promotion. This type of rental is considered commercial in essence and as such is not allowed.
6. Subletting, the practice of renting all or part of the house to others by the renter, is also considered a commercial venture and as such is not permitted. This practice can create a "rooming house" situation, which is at variance with the single-family nature of the residence, even if sanctioned or conducted by the owner.
7. A maximum number of tenants in rental homes should be observed, depending on the type of sleeping arrangements the house offers and what the owner stipulates in the lease. However, the limit should be governed by the single-family nature of the house to prevent more residents or traffic than is compatible with the neighborhood.

8. No house or lot may be leased as a public store, office, model display home, repair shop, parking lot, storage or warehouse facility, campground, kennel, day care center, collection or distribution center, nursery, or any other regular business operation.
9. The owner should make arrangements with the renter for GPOA notices and materials to be sent to the owner (bulletins, proxy ballots, surveys, complaint letters, etc.)
10. As a convenience to absentee owners and their neighbors, and particularly for emergency notification purposes, the GPOA will maintain a log of rental homes containing the owner's name, address and phone number. Such a cooperative process between the owner, renter and the Association should result in conveying information more quickly and directly about fire or storm damage, a crime problem, equipment failure, covenant violation, renter abuse or neglect, etc. In cases where an owner appoints an agent or contracts with a property management firm, the GPOA will notify them as well, if provided with that information.
11. Compliance with the covenants is required of all owners, whether GPOA members or not. This includes the use and appearance of rental property. If renters or their absentee owners do not comply, the GPOA has the authority to take corrective action, and the owner is responsible for reimbursement to the Association or be subject to legal recourse.

With these guidelines, the GPOA hopes to prevent misunderstandings between neighbors, improve communications with absentee owners, and support a healthy rental environment for the community.