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# COMMUNITY RULES AND REGULATIONS

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Breezewood II Unit Owners Condominium Association, INC.



ASSOCIATION PROPERTY MANAGEMENT: WAKE HOA MANAGEMENT.  
Address: 10224 Durant Rd. Suite 109 Raleigh, NC 27614| Phone: 919-790-5350| Email: [info@wakehoa.com](mailto:info@wakehoa.com)

# ACKNOWLEDGEMENT

By order of the Covenants and Bylaws of Breezewood II Unit Owners Condominium Association, Inc., the Breezewood II Board of Directors is authorized to adopt rules and regulations regarding the use of the premises. The purpose of Breezewood II Rules & Regulations are to communicate, increase awareness, and provide additional clarity to unit owners and residents on their responsibilities in accordance with the governing documents.

Upon membership to the Breezewood II Unit Owners Condominium Association (and/or community residency), each unit owner and resident are bound to all contents of the governing documents, and agree to remain compliant as a member of the Association and/or community.

This document serves as a guide to those regulations and should be referenced along with the covenants to assist with answering questions.

*Ratified: September 15, 2023*

*Last updated: September 15, 2023*

***Reference(s):*** *Per Article VI section (b) of bylaws and 4.7.3 of the covenants, section 12.2 of the covenants, & covenants section 12.12*

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# OVERVIEW

## COMMUNITY OVERVIEW

Breezewood II Condominiums is a well-established, three-story condominium community located in the heart of North Raleigh. Established in 2004, the community is comprised of 18 total buildings with 212 individual units.

Breezewood II is a diverse community and home to residents of all backgrounds, including families and pets. The neighborhood is located off of Falls of the Neuse Road and within walking distance of many attractions such as restaurants, parks, walking/hiking trails, gyms, shopping, coffee, grocery stores, schools, and other neighboring communities.

Current community amenities include:

- Shared common areas
- Landscaping
- Pest control (*outdoors only*)
- Community pool access
- Waste management (*Trash disposal, Recycling, and Pet Waste*)
- Community portal (*for community updates and connections with other residents*)

### Association Property Management

Breezewood II Unit Owners Condominium Association is currently managed by Wake HOA Management; a locally owned and operated property management company in Raleigh, NC. Well known to the community, Wake HOA Management began its journey in managing homeowner associations in the early 1990s and now manages over 35 homeowner associations across the State of North Carolina.

Part of Wake HOA Management's duties are to oversee the management of operations for Breezewood II in conjunction with the Association and its Board of Directors. This includes, but is not limited to:

- Oversight community day to day operations (such as bookkeeping/financials, contracts, vendor/contractor services, etc.)
- Liaising with Association Board, owner membership, and residents
- Management of community inquiries (grievances, and concerns)
- Coordination of Association meetings and membership communications

For more information about Wake HOA Management, please visit their website (<http://www.wakehoa.com>) or contact Wake HOA Management at [info@wakehoa.com](mailto:info@wakehoa.com) or 919-790-5350 for additional details.

# COMMUNITY MAP



# **ASSOCIATION ACCOUNTS MANAGEMENT**



## ACCOUNT INFORMATION

Annually, each unit owner is required to submit to the Association updated account information. This includes, but is not limited to:

- Name
- Phone number(s)
- Email address(es)
- Mailing address(es)
- Preferred mode of communication
- **Residents Only:** Vehicle information – *for each vehicle* (Make, Model, Year, License Plate)

Additionally, all unit owners who serve in the landlord role will be required to submit additional information for each unit:

- Name of Unit Property Manager/Property Management Company and contact information (*phone number, email address, etc.*).
- Name(s) of tenants and all occupants
- Mailing address
- Preferred mode of communication
- Vehicle information for tenant(s) and occupants – *for each vehicle* (Year, Make, Model, Color, License Plate)

Unit owners are also responsible for notifying the Association of any updates or changes to contact information in a timely manner to ensure the accuracy of information on file and prevent delays in communication. This also includes information on tenants and unit property management as well.

To update, unit owners may access forms located on the Association's Property Management website.

## RESIDENTIAL LEASING

Tenants of any leased unit must adhere and abide by all rules and regulations set forth by the community. Unit owners/Landlords/ Unit Property Managers are responsible for sharing rules and regulations with tenants and may be held responsible for the actions of their tenant(s).

Unit owners may lease their entire unit provided that the lease is shared in writing and for a period of at least six (6) months or greater. No unit (or portion of) shall be leased for transient or hotel purposes (including Air BNBs and similar services). Only one lease per unit is allowed. Any violation will result in fines being assessed to the unit owner.

*Reference(s): Covenants 12.5*

## **PENALTIES AND INFRACTIONS**

The Board of Directors has the power to establish penalties for the infraction of the rules of the Breezewood II Condominium Association. The Board is furthermore specifically empowered to suspend voting rights and to impose financial penalties in the case of those who disregard the rules or governing documents after a request for compliance has been made. Owners are responsible for the actions of their dependents, guests, and lessees.

*Reference(s): Covenants 7.2, Covenants 8.7, Covenants 15.1, Covenants 15.2, Covenants 12.12*

### **Notification of Penalties and Infractions**

As new covenant violations are identified, the severity of each covenant violation is assessed by the Board of Directors. The Association will send notification of the violation to the responsible unit owner.

The next page provides an image outlining the notification process prior to the assessment of fines by the Association.

**First  
Notification  
(1st Warning)**

- After a covenant violation has been identified by the Association, the responsible unit owner is sent a notification and given **30 calendar days from the date of the letter** to remedy in order to place the unit owner back in compliance.
- Additionally, the unit owner's voting rights are temporarily suspended by the Association until the owner is back in compliance.

**Second  
Notification (2nd  
Warning)**

- If the responsible unit owner fails to remedy the covenant violation in 30 calendar days, a second notification is sent by the Association.
- The unit owner is extended an additional **14 calendar days from the date of the letter** to correct the violation.
- Additionally, the unit owner's voting rights are temporarily suspended by the Association until the owner is back in compliance.

**Third  
Notification  
(Final Warning)**

- After two notifications, if the responsible unit owner continues to fail to remedy the covenant violation, a third and final warning is sent by the Association.
- The unit owner is extended an additional **7 calendar days** to correct the covenant violation before a hearing is scheduled with the Board of Directors and any assessment of fines.
- Additionally, the unit owner's voting rights are temporarily suspended by the Association until the owner is back in compliance.

**Notification of  
Hearing**

- After three notifications have been sent by the Association to address a covenant violation and the responsible unit owner continues to fail to remedy, the owner is scheduled for a hearing with the Board of Directors to further discuss the violation.
- The Board deliberates and renders a decision which is shared with the unit owner via written communication prior to the assessment of fines.
- Additionally, the unit owner's voting rights are temporarily suspended by the Association until the owner is back in compliance.

**Assessment of  
Fines**

- After a hearing is completed and a decision has been rendered by the Board, the decision is shared with the responsible unit owner.
- The unit owner is given **5 calendar days from notification** to remedy before fines are initiated.
- Additionally, the unit owner's voting rights are temporarily suspended by the Association until the owner is back in compliance.

Please note that once fines have been initiated, the accumulation of fines may result in further action by the Association until the unit owner is back in compliance and all debts have been repaid to the Association. These actions may include, but are not limited to, the filing of liens and/or foreclosure proceedings.

The Association will practice its best efforts to make contact with unit owners in violation of the covenants to increase their awareness about their responsibility. This means:

- Notifications of infractions will be shared with the unit owner via the contact information on file with the Association prior to the assessment of fines.
- If there is no address on file, the notification of the infraction (and subsequent communications) will be sent directly to the unit address in violation.

Each unit owner is responsible for providing the correct contact information (as well as any updates) to the Association and Property Management team in a timely manner to prevent any delays in receipt of notifications. Failure to provide the correct contact information to the Association will not prevent the unit owner from being subjected to a hearing per due process and/or the accumulation of fines until the violation has been corrected.

*Reference(s): Covenants 4.9.4, Covenants 7.2, Covenants 8.1, Covenants 8.8, Covenants 8.11*

## **RESTRICTING USE OF AMENITIES**

Non-payment by an individual unit of any fines or assessments levied is a violation and/or other action by the Association. The Association and its Board reserves the right to restrict individual units the right of any amenities managed by the Association or a third party. In addition, the Association will use the covenants and by-laws to pursue the collection of past due assessments from unit owners. This includes, but not limited to, the filing of liens and foreclosure.

Additionally, non-payments by any unit owners will result in the immediate suspension of voting rights by the Association per community bylaws

*Reference(s): Covenants 4.7.6, Covenants 7.2, Covenants 4.9.4, Covenants 7.2*

## ASSESSMENT OF FINES

The Association may levy fines against a unit owner, who is out of compliance and no longer in good standing with the Association. This occurs when the unit owner has been notified by the Association, in conjunction with due process, with no apparent action taken by the owner to correct the infraction (or violation).

The fine schedule is outlined below:

Severity Level	Fine
<b>1:</b>	<ul style="list-style-type: none"> <li>• Warning and/or Suspension of voting rights/community amenities</li> </ul>
<b>2:</b>	<ul style="list-style-type: none"> <li>• Warning and/or Suspension of voting rights/community amenities <b>AND</b></li> <li>• Costs of repair(s) or replacement OR Fines up to \$75/week (per violation)</li> </ul>
<b>3:</b>	<ul style="list-style-type: none"> <li>• Warning and/or Suspension of voting rights/community amenities <b>AND</b></li> <li>• Costs of repair(s) or replacement OR Fines up to \$100/week (per violation)</li> </ul>
<b>4:</b>	<ul style="list-style-type: none"> <li>• Warning and/or Suspension of voting rights/community amenities <b>AND</b></li> <li>• Costs of repair or replacement OR Fines up to \$200/week (per violation)</li> </ul>

The level assessed is determined by the severity of the fine, repeat offense(s), failure to correct violation by requested date, etc. Fines will vary based on hearing results from the Board of Directors.

**Reference(s):** *Covenants, 4.9.4, Covenants 8.7, Covenants 8.8, Covenants 8.11, Covenants 15.1, Covenants 15.2, Covenants 16.11*

# **ARCHITECTURAL**

# ARCHITECTURAL REQUESTS AND REVIEW PROCESS

Per the covenants, unit owners are required to submit an architectural request to the Association for review before completing any alterations or improvements to the exterior of each unit and/or that may impact (or alter) the structural integrity of the building(s). Such items include, but is not limited to:

- Exterior painting requests (*unit front doors only*)
- Landscaping (*pavers, edging, plants, etc.*)
- Installation of satellites and/or outdoor electronics
- Installation of temporary and/or removable structures (*ramps, handrails, tents, etc.*)
- Items for use in the common areas (*grills, etc.*)
- Alterations to interior that may impact the structural integrity of unit and/or building

Architectural requests are reviewed by the Breezewood II Architectural Review Committee (ARC) with decisions rendered within approximately **30 calendar days from receipt of the request**. Unit owner(s) will receive written notification of the Committee's decision, as well as any requests for additional information from the committee via the Property Management team. If a decision is not received in 30 calendar days, it is assumed that the request is denied and the request will need to be submitted again before any work commencing.

Requests may be submitted to ARC via the Association's Property Management team, with forms available on the Property Management's website. Failure for unit owners to follow the proper protocol may result in a violation, fines and/or additional action by the Association, including the removal of the unapproved structure(s) by the Association.

**Reference(s):** *Covenants 3.2.1, Covenants 4.9.5, Covenants 3.3, Covenants 12.13*

## EXTERIOR MAINTENANCE

As needs are identified, exterior maintenance will be performed by the Association in conjunction with unit owners. Each unit owner will be required to alert the Association of all exterior maintenance requests in writing. The maintenance requests include:

- Roofing (*maintenance/repairs and replacements*)
- Exterior painting requests (*shutters only*)
- Power washing (*units and fence partitions*)
- Structural (*gutters, siding, trim repair*)

The Association will provide access to unit owners on all required documentation via the Association's Property Management website. Unit owners should make requests in a timely manner as all requests are subject to review by the Association. Additional information may be requested by the Association in the completion of these requests and will require the full cooperation of the unit owner (and/or contracted representatives) to ensure requests are shared and/or answered in a timely manner.

## Maintenance Responsibility

The following is a general breakdown of those items that are the responsibility of the individual unit owner and the Association:

Unit Owner	Association
Appliances	Annual Sprinkler Inspection (Interior and Riser Rooms)
Cleanliness of Patios	Annual Termite Inspection- External
Condo Unit Building Lights	Asphalt/Parking Area
Condominium Interior	Building Siding, Gutters, Downspouts
Content Insurance	Building and Community Signage
Door Bell, Knobs, Locks and Fixtures	Common Area Lights
Exterior Building Surfaces & Faucet	Common Area Planting/Shrubs
Exterior Door (must match shutters)	Exterior Painting – Shutters ONLY (must match front door)
Fire Alarms – Inside unit	Fencing Partitions Maintenance and Repairs
Insurance – Interior	Lawncare Common Areas/Grounds
Mailboxes – Locks & Doors	Insurance-Building Structure, Common Areas and Liability
Pet Cleanup	Mailboxes – Structure/Housing
Pest Control - Interior	Pest Control – Common Area (visible nest)
Sprinkler Repairs - Interior	Power washing (building exterior, fence partitions, waste receptacles)
Water Cutoff Valves - Interior	Riser Rooms Mechanicals
Windows	Roof Repairs, Leaks and Structure
	Sidewalks
	Shutters Repairs and Replacement
	Waste Management (Trash, Recycling, Pet Waste Receptacles)

Association approval is required and restrictions may apply for all satellites, cables (including underground), plants etc., attached or located, in common areas.

All unit interiors (appliances, hot water heater, lights, doors, plumbing, mechanical, electrical, cabinetry, flooring, communications etc.) are the responsibility of the individual owner. Exterior window cleaning is also the responsibility of the owner.

**Reference(s):** *Covenant 12.10, Covenants 12.10.1*



## BUILDINGS

Storm doors and stone patios that match the look and feel of the property are permitted, however, must be approved by the Architectural Review Committee. Storm doors must be a full, front glass door. Unapproved designs that are implemented which impede the look of the property or prevent service providers from maintaining the grounds run the risk of being a violation and/or removed at the owner's expense. Hanging ornaments or flags anywhere on the property is a violation. One small flag twenty inches or under in size may be submitted for approval by the Architectural Review Committee. Blinds or curtains hanging in the windows that can be viewed from outside that are not white is a violation. It is the responsibility of each unit owner to keep their unit siding, doors, and shutters, clean and presentable at all times. Doors and shutters of each unit must be the same color, and one of the specified original colors of the community. Any requests to change the color of doors/shutters must be submitted and approved by the Architectural Review Committee

**Reference(s):** *Covenants 3.3, Covenants 3.4, Covenants 10.3.3, Covenants 12.10.1, Covenants 14.1, Covenants 14.3, Covenants 14.4*

## EXTERIOR IMPROVEMENTS

Unit owners and residents may **NOT** construct, install, place, store or otherwise maintain any improvements or personal property on or within the Common Elements or the Shared Common Elements without the expressed approval of the Breezewood II Architectural Review Committee (ARC). This includes the areas identified as common area in front of each condominium unit. Unit owners are required to submit the required documentation to ARC for review prior to the placement of any improvements. Failure for unit owners to follow the proper protocol may result in a violation, assessment of fines and/or the removal of the unapproved structure(s) by the Association.

**Reference(s):** *Covenants 4.9.5, Covenants 12.4, Covenants 14.3*

## INTERIOR REMODELING

Any interior remodeling that changes the floor plan or could potentially impact the structural integrity of any building is prohibited. Owners must submit an architectural request **PRIOR** to the beginning of installation or construction. These remodels are also subject to inspection by the Architectural Review Committee along with third parties before final approval will be made and construction may begin. Additionally, unit owners and/or contracted vendors are required to acquire the necessary permits by the City or County prior to the commencement of work.

**References:** *Covenants 3.3, Covenants 14.1, Covenants 14.3, Covenants 14.4*

## OUTDOOR ELECTRONICS AND CABLES

Any outdoor electronics must be approved by the Architectural Review Committee. Requests for satellite dishes will only be approved to be placed on the top roof with no exposed wiring. Wiring over the building siding and over the gutters is strictly prohibited. Only one satellite dish is allowed per unit. Older satellite dishes must be removed and properly disposed **PRIOR** to the installation of the new satellite. Satellite dishes on the ground may be considered, however, satellite dishes on fence partitions (dividers) and lower roofing areas are strictly prohibited and will not be approved. A satellite architectural request form has been created for your convenience and is available on the Association's Property Management website. (*Covenants 12.6*)

Additionally, cable/internet lines **SHOULD NOT** be left laid about within the community for extended periods of time and **MUST** be immediately buried due to safety concerns and hazards posed. It is each owner's/resident's responsibility to coordinate the burial of these lines with the contracted vendor and **NOT** the Association's. Unit owners/residents, as well as contracted vendors, are responsible for checking for wires prior to digging. This can be done by dialing 811. The Association is also **NOT** responsible for any cut cable/internet lines. Unit owners/residents, and vendors are also responsible for acquiring all appropriate permits prior to installation taking place. Unit owners and/or residents in violation may be subjected to action by the Association for any unburied cable lines exceeding **30 days**. Unit owners and residents will be cited for a violation and possible additional action including the assessment of fines by the Association until remedied.

***Reference(s):*** *Covenants 4.9.5, Covenants 12.13*

# **COMMUNICATION AND OUTREACH**

## COMMUNITY UPDATES

All official communication of Association updates will uniformly be shared by the Association through the Association's Property Management team. Communications will be shared with the entire owner membership (and residents when applicable) via various avenues (*mailings, email blasts, newsletter, communication portal, Property Management website etc.*).

## COMPLAINTS AND GRIEVANCES

Unit owners/residents may share any complaints and grievances with the Association and its Board via the Association's Property Management team. Additionally, unit owners may request to participate in "Homeowners' Forum" section of the Board of Directors meeting to further interface with the Association and its Board.

## COMMUNICATION PORTAL

To increase the unit owners/residents' awareness on updates from the Association, the Association will utilize a third-party vendor communication portal. Communication portal is open to all unit owners, residents and their representatives (Unit Property Managers). Portal participants are asked to be mindful of their conduct at all times. The purpose of the communication portal is to foster positive relations between unit owners, residents and the Association, however, it does not replace the protocols in place by the Association for communication of concerns and/or grievances

To sign up, please complete the following steps:

1. Go to <https://mightynetworks.com/>
2. Click on "Sign In" at the top.
3. On the left, click "Search" then type in "Breezewood II" and select the community as it appears.
4. At the top of the page, click "Request Access".
5. Follow the prompts to answer four simple questions, and identify yourself as either an "Owner", "Tenant", or "Unit Property Manager".

# **MAINTENANCE OF GROUNDS**

## LANDSCAPING

Landscaping is the responsibility of the Association. No changes (additions or removal) can be made to the property in front/side of each unit or the common areas without the expressed approval from the Architectural Review Committee. Personal flowers (up to 18 inches) or ornamentations are permitted within the mulch/bush area (approximately 4 feet from the unit). Plants with thorns/sharp edges are prohibited from being planted. Personal landscaping or ornamentation are not permitted within five (5) feet of community sidewalks. Changes made without approval are considered a violation and can result in fines being assessed, as well as the removal of said landscaping by the Association at the owner's/resident's expense.

**Reference(s):** *Covenants 14.1*

## STORAGE

Per the Covenants, it is a violation to use the Common Elements or the Shared Common Elements within the community as storage. Personal items should be stored on (or near) concrete patios or mulched areas in front of each unit (which extends approximately two (2) feet away from the building). Additionally, all personal items placed in front of each unit should not impede upon community services (*such as landscaping, repairs, etc.*). Any personal items placed in the common area that are lost, stolen, or damaged are not the responsibility of the Association.

Also, items placed in the Common Elements or the Shared Common Elements should **NOT** be in excess, as this may place the unit/unit owner out of compliance and lead to the assessment of fines until corrected. Items that are considered storage include:

CATEGORY	DESCRIPTION
<b>Personal Items</b>	Bicycles, motor bikes, coolers, cleaning supplies, décor, ladders, trash/recyclables, construction/work materials, extension cords, inside furniture, toys, gardening materials, tools, dog kennels, storage containers, electronic devices, boxes, etc.
<b>Landscaping</b>	<b>No personal landscaping items should be placed in the common area without the consent of the Association.</b> This includes any plants, planters, pavers, lights, outdoor décor, fencing, edging etc. All landscaping improvements require the expressed approval of the Breezewood II ARC.
<b>Furniture</b>	<b>Outdoor patio furniture is permitted in Breezewood II with a max of 5 pieces.</b> Stacked or damaged outdoor furniture is strictly prohibited, should immediately be removed from the outside of the unit, and properly disposed at the local dump. Items should not be placed or improperly disposed or discarded within the community or its associated waste sites.
<b>Use of Fire</b>	Due to the hazardous nature of these items and serious safety implications, the Association may

<b>Hazards</b>	<p>impose regulations for the use of fire hazards within the community to increase the safety and protection of unit owners, community residents, guests, vendors, the buildings and adjacent structures, etc.</p> <ul style="list-style-type: none"> <li>• <b>Grills: All grills within Breezewood II require approval from the Breezewood II ARC. There is a max of 1 grill per unit permitted.</b> All grills must be accompanied with and placed on concrete grounded areas and placed at least 10 feet away from the condominium building and/or supporting structures when in use to prevent fires and/or damage from occurring to the structure and its inhabitants.</li> <li>• <b>Other Fire Hazards: All other fire hazards are not permitted for use within Breezewood II and strictly prohibited.</b> This includes but is not limited to fire pits, fireplaces, mobile fire devices, etc. Additionally, the burning of waste in the community is strictly prohibited.</li> </ul>
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*Reference(s): Covenants 4.9.5, Covenants 12.13*

## PETS AND ANIMALS

Each unit is allowed two (2) domesticated pets. When outside of the unit, pets must be placed on a leash, under the control of an adult, at all times. Pets are **NOT** permitted to roam freely within the community unsupervised, nor are they allowed be tethered in front of unit or within Common Elements or Shared Common Elements. Unit owners and residents who do not properly leash, manage control or properly supervise pets will be cited for an infraction by the Association and immediately reported to the County Animal Control.

Additionally, any animal deemed as a nuisance or as undomesticated will be banned from the premises. Unit owners and residents are encouraged to report incidents to the Association’s Property Management team and County Animal Control for follow up.

Also, aggressive dogs (and pets) and banned exotic animal species are strictly prohibited from the community. Livestock of any kind and chickens are also prohibited. An undomesticated animal petition has been included for the benefit of the unit owners.

Lastly, it is illegal to feed wild animals. Owners and residents **SHOULD NOT** feed any wild animal observed in Breezewood II. This is a safety concern and is reportable (and punishable) by law. Additionally, owners and residents **SHOULD NOT** leave food products on the premises as this is considered littering and may attract unwanted wildlife such as rodents.

*Reference(s): Covenants 4.9.5, Covenants 12.3, Raleigh city code: Sec. 12-3011, North Carolina General Statutes (Chapter 113, Article 22)*

## **Pet Waste Management**

Improperly discarding pet waste and other by-products (*such as fur or hair*) and leaving it on the Breezewood II grounds is prohibited by the Association; this includes the common areas in front of each unit. Pet waste is considered hazardous for both community residents, guests, and grounds/landscaping. Pet waste stations are provided for resident usage throughout Breezewood II; however, **it is the responsibility of all residential pet owners to properly dispose of pet waste in the designated location(s) and/or trash receptacles.** Pet owners leaving feces on the premises of Breezewood II is just cause for the Association to deem a pet undomesticated. This is also considered a violation and may result in the assessment of fines by the Association, City and County due to non-compliance.

Lastly, residential pet owners should be considerate of the community and its occupants. Residential pet owners are encouraged to use the open areas of community grounds to allow pets to waste without disturbing other residents and immediately pick up and properly discard pet waste products. Residential pet owners **SHOULD NOT** allow their pets to urinate or defecate in front of another owner's or resident's unit. If this cannot be avoided, residential pet owners **MUST** immediately pick up and properly discard pet waste products. Failure to do so is considered a violation and may result in the assessment of fines by the Association, City and County due to non-compliance.

Unit owners and residents are also encouraged to report issues with nuisance pets and improper waste the City (919-831-6311) or County Animal Control (919-856-6911).

*Reference(s): Covenants 4.9.5, Covenants 12.3, Raleigh city code: Sec. 12-3011*

## **PARKING**

Parking within Breezewood II is reserved for community residents and their guests. Each unit and their guests are entitled to **two (2) non-exclusive parking spaces.** All roads within the community are considered private, and vehicles deemed in violation of community standards are subject to be towed and/or removed from the community. This includes:

- *Vehicles that are inoperable, wrecked, abandoned, or in an unacceptable state*
- *Vehicles parked in handicap designated spaces without a handicap placard placed*
- *Vehicles without tags and/or expired tags of more than 60 days*
- *Vehicles with flat tires*
- *Vehicles parked on sidewalks and/or not in designated community parking spaces*
- *Vehicles blocking other vehicles and/or community structures (waste receptacles, mailboxes, etc.)*

Additionally, guests are not permitted to park within the community for extended periods of time (*exceeding 48 hours*) due to the availability of parking spaces. The Association reserves the right to regulate, control and restrict parking to adhere to the needs of the community, owners and residents

*Reference(s): Covenants 4.8*



## Vehicles

There are max of two (2) vehicles (*including motorcycles, moped and other motorized bikes*) per unit allowed on the private roads (*Raven Road, Valley Edge Drive, Gwynn Oaks Drive, Breezeway Drive*) of community at one time. Vehicles prohibited from the property include:

- *Boats, campers, tractors, trucks (other than one pickup truck rated 3/4 ton or less), trailers, commercial vans and cars with no or outdated tags. This also includes any vehicles with text wrap or any business signs appended.*

Maintenance of vehicles is not permitted on the premises of Breezewood II. Any vehicles in violation are subject to towing and/or fines. Additionally, vehicles parked on the public roads (*Falls Landing Drive*) of the community that are considered hazardous, obstructing views, and in violation of the “*No Parking within 25 feet of intersection*” signs may be subjected to removal and additional fines by the City of Raleigh per County and City ordinances. Offending vehicles will be reported to the City Parking Authority by the Association for citation and removal.

Lastly, speeding throughout the community is **STRICTLY** prohibited. All reports will be investigated further by the Association due to the safety implications and may result in further action by the Association and local authorities.

Unit owners and residents are also encouraged to report issues with speeding and parking on public roads to the City Parking Authority by phone (919-831-6311) or email ([raleighparking@raleighnc.gov](mailto:raleighparking@raleighnc.gov)).

**Reference(s):** *Covenants 12.8, City Ordinance: Sec. 11-2176*

## Reserved/Accessible Parking Spaces

Reserved parking spaces are provided throughout the community and are designated with American Disability Act (ADA)/Accessible markings. Only residents and guests displaying proper placards and/or license plates may use these spaces. Owners/tenants/guests may not reserve parking for any personal reasons. Any violations are subject to towing and/or fines.

Access ramps into individual units are permitted, provided the plans, specifications and installation are approved by the Breezewood II Architectural Review Committee **PRIOR** to installing such ramps. Additionally, property must be returned to its original state if the unit is sold.

## MAILBOXES

Mailboxes are provided to Breezewood II owners and/or residents and are centrally, located within multiple areas of the community. Unit owners and residents should only use their designated, assigned mailboxes and share any changes in residency with the Association and local postal office.

Each mailbox's structure and housing are maintained by the Association, while unit owners are responsible for the maintenance of mailbox doors and locks. Unit owners and residents, nor any guests, may not damage, perform maintenance, nor append information to the outside (*including pictures, informational fliers, sales, etc.*) without approval of the Association. Additionally, tampering with mail and mailboxes is considered a federal offense, and punishable by law.

Unit owners and residents should immediately return misdirected mail and/or packages unopened to the appropriate unit/resident, through the "Outgoing Mail" slots at each site, on-site postal employee or representative, or local post office.

## SIGNAGE

One (1) real estate sign is allowed per unit in a condominium window or in the mulch/bush area approximately two (2) feet away from the unit. Unit owners and tenants are responsible for checking for wires prior to digging or placement of approved signage. This can be done by dialing 811. Unit owners, tenants, and vendors are responsible for all appropriate permits prior to installation taking place. The Association is not responsible for any damages. Yard signs are not permitted. Additional special requests for signs can be submitted and voted on by the Architectural Review Committee.

***Reference(s):*** *Covenants 12.7*

# **COMMUNITY CONDUCT AND BEHAVIOR**

## **BUSINESS AND OBNOXIOUS ACTIVITY**

No business activity of any kind is permitted within Breezewood II. Business should not be conducted on the property, which includes leaving business vehicles on the property to advertise.

Additionally, any activity deemed reasonably offensive is strictly prohibited and not to be conducted on the premises of Breezewood II. Unit owners, residents, nor their guests may use Breezewood II property in any way that may unreasonably disturb or endanger the health of another unit owner and/or occupant.

*Reference(s): Covenants 12.7*

## **TRESPASSING, SOLICITATION, NUISANCE, & LOITERING**

Access to restricted areas within Breezewood II is strictly prohibited. This includes building riser rooms, community stormwater pond, etc. Accessing restricted areas without permission is considered trespassing, as well as a violation, and will result in action being taken by the Association. Additionally, no items should be removed nor constructed within these areas as well. All violators are subject to penalties in accordance with Association bylaws and State and local laws.

The Association prohibits unsupervised children from roaming the property. Children should be under the care/supervision of an adult at all times due to safety concerns.

Excessive noise within Breezewood II is prohibited. Community quiet hours are from 10:00 pm to 7:00 am EST. Unit owners and/or residents are encouraged to report noise violations to the Association during standard business hours (Monday-Friday 8 am -5 pm EST) and report to local authorities after business hours.

Loitering is prohibited at all times. Anything deemed as a nuisance by law is prohibited.

*Reference(s): Covenants 12.7*

## **COMMUNITY SAFETY AND SECURITY**

The safety and security of the community is a top priority of the Association. Unit owners and residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors. Additionally, Breezewood II property may not be used in any way that endangers the health, safety, or welfare of owners/residents of the community. This behavior is not tolerated in Breezewood II and is in direct violation of the covenants.

Failure to comply with this request will place the offending party out of compliance with the governing documents of the Association and is considered actionable. This will result in violations being assessed against

the offending party (or parties), penalties, and additional action as needed in accordance with the North Carolina General Statutes for Homeowner Associations and State and local law.

As a general reminder, all criminal activity should be immediately reported to the local law enforcement agency per the protocol, and in the event of an emergency, unit owners and community residents are encouraged to immediately call 911 for immediate assistance to prevent any unforeseeable delays. This includes, but is not limited to:

- *Assault/Battery*
- *Harassment/Threats of harm*
- *Property Damage/Vandalism*
- *Property Theft/Robbery (home/vehicle)*
- *Suspicious/Unlawful activity*

**Reference(s):** Covenants 12.7, [Raleigh Police Department: Reporting Non-Emergency Crimes](#)

# **UTILITIES**

# WASTE MANAGEMENT

## Trash and Recycling

All acceptable trash and recycling materials must go in designated, assigned receptacles by the Association located on Raven Road, Valley Edge Drive, and Gwynn Oaks Drive. Littering of any kind is prohibited on Breezewood II grounds. Waste/trash left outside of any unit is prohibited. Additionally, it is a violation to leave litter outside or around the dumpster or common areas. Please do not allow small children who are unable to place trash into the receptacle to discard trash and/or recycling. Additionally, all owners and residents, including children, are reminded not to discard any waste onto community grounds, including the common areas.

Bulk waste items are **strictly prohibited** from disposal within Breezewood II and are the responsibility of each individual unit owner and/or community resident, and **NOT** the Association. This includes items such as furniture, mattresses/box springs, carpets/rugs, grills, electronics, construction/renovation materials, hazardous waste materials, batteries, large waste, etc. Individuals who commit this violation may be subjected to fines. Bulk waste items should be transferred to the local trash substation/dump located on **9037 Deponie Dr., Raleigh, NC 27614** and **NOT** placed in or around the dumpster area(s). Leaving any prohibited items around the trash/recycling bins may result in violations and fines being assessed to the unit owner and/or resident. If there is no more room in any of the receptacles, unit owners/community residents must notify the Association’s Property Management team immediately to report the full status.

Lastly, below are important tips for consideration:

DOs	DON'T's
<b>DO</b> place all acceptable trash and recycling materials in the designated, assigned containers.	<b>DO NOT</b> place bagged recyclables or pizza boxes in the recycling bin as it is prohibited by the City of Raleigh.
<b>DO</b> transfer/dispose of large bulk items at the local dump ( <b>9037 Deponie Dr., Raleigh, NC 27614</b> ). This includes all furniture, mattresses/box springs, carpets/rugs, grills, electronics, hazardous waste materials, batteries, large waste, or any other non-acceptable items.	<b>DO NOT</b> place large bulk items (including furniture, mattresses/box springs, carpets/rugs, grills, electronics, hazardous waste materials, batteries, large waste, or any other non-acceptable items) at any of the waste sites within BW2. This is costly to the community.
<b>DO</b> pick up litter observed in the community.	<b>DO NOT</b> place trash in the recycling bin.
<b>DO</b> report violators and waste receptacles being full to Wake HOA Management at <a href="mailto:info@wakehoa.com">info@wakehoa.com</a> or 919-790-5350.	<b>DO NOT</b> leave litter outside or around the dumpster.

**Reference(s):** (a) Covenants 12.3 (b) Covenants 12.4 (c) Covenants 12.11 (d) [Raleigh City Code: Section 12-3011](#)

## WATER USAGE

Water usage in Breezewood II is the responsibility of each unit owner and/or resident and **NOT** the Association. This is established through a process called water submetering, with meters installed in either the building riser room or individual unit to track and monitor water usage. Each unit owner is responsible for establishing an account with the Association's vendor for billing and the remittance of all payments for their unit. Failure for unit owners to establish accounts or remit payment will result in the billing being applied to the unit owner's account with the Association. Additionally, unit owners who serve as landlords are responsible for sharing information regarding water submetering with their tenant residents

All water submetering equipment is considered the property of the Association and **SHOULD NOT** be tampered with. It is important that unit owners communicate any issues with water and/or equipment with the Association in a timely manner to prevent delays. Additionally, unit owners must provide the Association (and its vendor) with access to the unit to perform necessary installation, maintenance and/or repairs. Units without the placement of water submetering meters for usage tracking or monitoring will be billed based on the building's average. Failure to provide access to the Association for troubleshooting equipment in a timely manner and/or tampering with equipment may result in violations and/or fines assessed to the unit owner.

*Reference(s): (a) Covenants 12.10.1*

## FIRE SPRINKLERS

### **Annual Safety Inspection**

Annually, the Association schedule an inspection for the indoor fire sprinklers and fire suppression systems for all units and buildings. The purpose of this inspection is to determine whether the system is operative and monitor for defects and deficiencies in equipment, as well perform routine maintenance in alignment with bylaws and State law. In preparation, the Association will send out communications accompanied with a schedule from the contracted vendor to all unit owners. In order to complete inspection, unit owners (and residents) **MUST** provide access to the vendor to inspect the unit for any deficiencies. Failure to provide access to the unit during a scheduled inspection does not absolve the unit owner (or resident) of their responsibilities, as this poses serious safety and liability concerns. It is the responsibility of the unit owner to connect with the Association to reschedule the inspection of their unit if unavailable during the time of inspection.

*References: Covenants 3.4, North Carolina Fire Code 901.6*



## **Maintenance and Repairs**

Once the inspection is completed by the vendor, a report is shared with the Association outlining the deficiencies of each unit and units that were unable to be accessed (or inspected). The Association will communicate with all unit owners with identified deficiencies for correction and follow-up with the unit owners with units that were not inspected. All unit owners are responsible for repairs and replacements of sprinkler heads within their unit and **NOT** the Association.

*References: Covenants 3.4, North Carolina Fire Code 901.6*

## **STORMWATER POND**

The stormwater pond for Breezewood II is considered to be the grassy depression located behind 2200 Valley Edge and 11100 Gwynn Oaks buildings. A stormwater pond is designed to collect rainwater (or stormwater runoff) from impermeable areas such as parking lots, roads, buildings, etc. in developed areas. The Breezewood II Unit Owners Condominium Association is responsible for the maintenance and upkeep of this area in accordance to local, State and Federal regulations.

Annually, the city inspects the stormwater pond for Breezewood II. This area is restricted and **SHOULD NOT** be accessed by unit owners, residents or their guests. It is important for this area to remain free of debris at all times as this may result in fines to the Association by the City and/or County.

*References: Covenants 4.1 (x), Covenants 4.9.5*