The Board of Directors is authorized, according to the bylaws, to adopt rules and regulations regarding the use of the premises. All of the rules below are already in place in the covenants so this document serves as a guide to those regulations. *Per Article VI section (b) of bylaws and 4.7.3 of the covenants, section 12.2 of the covenants, & covenants section 1*2*.12*

**PENALTIES**

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. *(a) Section 8.7 of the covenants (b) section 15.1 of the covenants (c) section 15.2 of the covenants (d) covenants section 12.1*2

**FINES**

All violations are subject to fines once the unit owner has been informed and no apparent attempt to correct said violation occurs within 14 days. The fine schedule is outlined below:

|  |  |
| --- | --- |
| **Level** | **Fine** |
| 1 | Warning and/or Suspension of voting rights/community amenities |
| 2 | Costs of repair or replacement |
| 3 | Up to $100/week |
| 4 | Up to $200/week |

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 *(a) Covenants 8.7 (b) Covenants 15.1 (c) Covenants 15.2 (d) Covenants 16.11 (e) Covenants 8.11*

**STORAGE**

No owner may construct, install, place, store or otherwise maintain any improvements or personal property on or within the Common Elements or the Shared Common Elements. It is a violation to use the common areas including those in front of the unit as storage. Items that are considered storage include: bicycles, motor bikes, coolers, cleaning supplies, ladders, trash, construction/work materials, extension cords, inside furniture, toys, gardening materials, tools, dog kennels, storage containers, electronic devices, boxes, stacked outdoor furniture, etc. Outdoor patio furniture **(max 5 pieces)** and grills **(max 1 grill)** with covers are allowed in concrete grounded areas with the approval of the Architectural Revie*w C*ommittee. Fire pits and fireplaces are strictly prohibited. Any items in the common area that are lost, stolen, or damaged are not the responsibility of the HOA. *(Covenants section 12.13)*

**SATELLITES AND CABLE**

*A*ny outdoor electronics must be approved by the Architectural Review Committee. Requests for Satellites dishes will be approved 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 will need to 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 fences and lower roofing areas are strictly prohibited and will not be approved. A satellite architectural request form has been created for your convenience. *(Covenants 12.6)*

All cable wiring must be buried immediately; these are considered hazardous. Homeowners and tenants in violation will be subjected to a fine. Homeowners and tenants are responsible for checking for wires prior to digging. This can be done by dialing 811. Homeowners, tenants, and installers are responsible for all appropriate permits prior to installation taken place *(Covenants 12.13).*

**VEHICLES**

Vehicles prohibited from the property are as follows: boats, campers, tractors, trucks (other than one pick up 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. There are max of two vehicles per unit allowed on the private roads of community at one time. Maintenance of vehicles is not permitted on premises. Any violations are subject to towing and/or fines *(a) City Ordinance: Se*c*. 11-2176 (b) section 1*2*.8 of the co*v*enants*.

**PARKING**

Parking within Breezewood II is reserved for community members and their guests. Each unit and their guests are entitled to **two** non-exclusive parking spaces. All roads within the community are considered private, and vehicles deemed in violation (see above) of community standards are subject to be towed and/or removed from the community. Guests are not permitted to park within the community for extended periods of time (exceeding 48 hours). The Breezewood II Condominium Regime reserves the right to regulate, control and restrict parking to adhere to the needs of the community *(Covenants 4.8).*

**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 is approved by the Breezewood II Board of Director*s/*Architectural Committe*e prior* to installing such ramps. Property must be returned to original state if the unit is sold.

**TRASH/RECYCLING**

Littering of any kind is prohibited on Breeze*w*ood II grounds. Trash left outside of any unit is prohibited. All acceptable trash and recycling materials must go in designated, assigned containers by the HOA. It is a violation to leave litter outside or around the dumpster. Furniture, mattresses/box springs, carpets/rugs, grills, electronics, hazardous waste materials, batteries, large waste, or any other non-acceptable items should be taken away to the local trash substation/dump located on **(9037 Deponie Dr., Raleigh, NC)** and not put in or around the dumpster areas. Leaving any refuse items around the trash/recycling bins is **STRICTLY** prohibited. If there is no more room in any of the receptables, unit owners shall call the management company immediately to report the full status. *(a) Covenants 12.4 (b) covenant*s *12.11 (c)http://*www.w*akegov.com/recycling/division/ordinances/Pages/default.aspx*

**WATER**

Due to the rising cost of water and the need to be cognizant of wasteful usage, the following are prohibited uses in Breezewood II:

* Vehicle washing
* Lawn watering
* Kiddie pools & slides
* Any recreational use of water
* Any 30-minute (or more) continuous use of water.

**SIGNS**

One real estate sign is allowed per unit in a condominium window or in the mulch/bush area approximately 4 ft away from the unit. Homeowners and tenants are responsible for checking for wires prior to digging. This can be done by dialing 811. Homeowners, tenants, and installers are responsible for all appropriate permits prior to installation taken place. The HOA 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. *(Covenants 12.7)*

**LEASING**

Tenants of any leased unit must adhere and abide by all rules and regulations set forth by the community. Homeowners/landlords are responsible for sharing rules and regulations with tenants and may be held responsible for the actions of their tenant(s). No unit or portion thereof shall be leased for transient or hotel purposes. Only one lease per unit will be allowed and the lease period must be a **minimum of six months**. Any violation will result in penalties. *(Covenants 12.5).*

**RESTRICTING USE OF AMENITIES**

Non-Payments by an individual unit of any fines or assessments levied is a violation. The association 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 a by any means necessary for past due assessments. *(Covenants 4.7.6)*

Additionally, non-payments by any individual(s) will result in suspension of voting rights by Association Board for just cause pursuant to the Association Rules & Regulations *(Covenants 7.2*).

**PETS**

Each unit is allowed two 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. Any animal deemed as a nuisance or as undomesticated will be banned. Leaving pet feces on the Breeze*w*ood II grounds is prohibited by the Homeowners Association; this includes the common areas in front of each unit. Doggie stations are provided within Breezewood II, however, **it is the responsibility of the owner/resident to properly dispose of pet waste in the designated location(s) and/or trash receptacle.** Owners with animals leaving feces on the property can deem a pet undomesticated by the Association Board. All aggressive dogs are prohibited from the community. Livestock of any kind and chickens are prohibited. An undomesticated animal petition has been included for the benefit of the unit owners. *(a) Covenants 1*2*.3 & (b) Raleigh city code: Sec. 12-3011*

**SOLICITATION, BUSINESS, NUISANCE, & LOITERING**

The Association prohibits unsupervised children from roaming the property. Any excessive noise is prohibited. Community quiet hours are from 10 pm to 7 am. 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. Breezewood II property may not be used in any way that endangers the health, safety, or welfare of owners/residents of the community. Loitering is prohibited. Anything deemed as a nuisance by law is prohibited. (Co*venant*s *12.7).*

**LANDSCAPING**

Landscaping is the responsibility of the Breezewood 2 Homeowners 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 5 feet of community sidewalks. Changes made without approval are a violation and can result in removal of said landscaping at the owner's expense. *(Covenants 14.1)*

**THE 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*/o*r 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 for each homeowner 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 *(a) Covenants 14.1, (b) covenants 14.3, (c) covenants 14.4 (d) 10.3.3 covenants (e) covenants 12.10.1 (f) covenants 3.3 (g) covenants 3.4*

**INTERIOR REMODELING:**

Any interior remodeling that changes the floor plan or could impact the structural integrity of any building is prohibited. Owners must submit architectural request prior to the beginning of installation. 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. (*a) Covenants 14.1, (b) covenants 14.3, (c) covenants 14.4 (d) covenants 3.3*