

# RESOLUTION BY CONSENT OF THE BOARD OF DIRECTORS

## RULES AND REGULATIONS

The undersigned, being a majority of the Directors of the Raleigh Townhouses Homeowners Association, Inc. (*The "Association"*), by authority of the *Bylaws, Article VII "Powers and Duties of the Board of Directors", Section 1(a)*: Powers as written:

- *The Board of Directors shall have power to: (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;*

**RESOLVED**, that the Raleigh Townhouses Homeowners Association Rules and Regulations be adopted as follows:

**Assessments:** (Articles of Incorporation, Article 4b), (Bylaws, Article XI), (Bylaws, Article VII, Section 2, paragraph 3)

- Whether paid monthly or quarterly, dues are payable on the 1<sup>st</sup> of each month.
- Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum.
- The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.
- No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.
- A \$75.00 fee will be charged for checks returned "unpaid" regardless of reason. The managing agent will not redeposit returned checks.

**Owners' Easements of Enjoyment:** (Declaration, Article II, Section 1)

- Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Unit.
- No obnoxious or offensive activity shall be conducted or permitted on any of the submitted land, and nothing shall be done thereon which may be or become an annoyance to the neighborhood.

**Rental Restrictions:**

- All Unit rentals must be evidenced by a written lease.
- No unit shall be leased for a term of less than 3 months; no more than 3 unrelated persons shall occupy any unit.
- No Owner shall allow a tenant of his Unit to sublease the Unit. All leases must include a provision prohibiting sublease of the Unit.
- Within ten (10) days of the commencement of any rental of a Unit, the Unit Owner renting a Unit shall promptly provide the Association with a copy of the written lease agreement pertaining to that Unit and/or such reasonable information as the Association requires with respect to the tenant under the lease.
- Within ten (10) days of the commencement of any rental of a Unit, the Unit Owner renting a Unit shall promptly provide the Association with an acknowledgement signed by all tenant(s) and occupants over the age of 18 evidencing their receipt and understanding of current Rules and Regulations of the Association.

**Parking and Vehicles:**

- The Association has the right to reasonably designate parking spaces for each Unit Owner's use.
  - The residents of each townhouse unit are assigned two numbered parking spaces which may or may not be directly in front of their unit.
  - At no time shall any parking space have (2) vehicles parked in one space to include but not limited to motorcycles.
  - Vehicles not in current use or with "for sale" signs may not be parked in parking spaces at the entrance to Bromley Drive, regardless of validity of license tags or inspection stickers. These extra spaces are solely for the convenience of guests of residents.
  - Any vehicle that appears to be "stored" on the property including but not limited to the entrance of the association will have a notice affixed to its windshield and will be towed, without further notice, by the association, at the owner's expense within 3 business days of the placement of the notice.
  - Inoperable, abandoned or junked vehicles are prohibited from parking in any Raleigh Townhouses area. This includes vehicles without current license plates, county stickers, and state inspection stickers, vehicles with flat tires, wheels missing, extensive damage, or any other external sign of inoperable condition or a vehicle that is illegally parked or parked on common area and/or any vehicles for which no owner can be found. If any such vehicle is parked in Raleigh Townhouses, a

**Outdoor Drying:**

- There shall be no out door open airing or drying of anything in front of the units.

**Animals:**

- All pets shall be registered and inoculated as required by State and/or municipality law.
- The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Unit or upon the Common Area.
- The keeping of service animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted, subject to the Rules and Regulations adopted by the Board of Directors.
- Pets may not be kept or maintained for commercial purposes or for breeding under any circumstances.
- Any pet causing or creating a nuisance or unreasonable disturbance or noise must be permanently removed from the Submitted Land upon ten (10) days' written notice from the Board of Directors.
- Pets shall not be permitted upon the Common area unless one or more of the following apply;
  - The pet is accompanied by someone who can control the pet by action or command or
  - The pet is leashed or
  - The pet is carried
- Pet droppings shall be cleaned up by the Owner or custodian of the pet within any areas owned and maintained by the Association or neighboring properties.
- No food for pets shall be left outside.
- Any Owner who keeps or maintains any pet upon any portion of the common area shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the common area.

**Architectural Control (Declaration, Article V)**

- No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.
- In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**Antennas:**

- No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes the same to protrude through the roof of any building or structure except as authorized in writing by the Association. Permitted antennas shall not be located in the front yard of any Unit unless no other location on the Unit will receive an adequate signal.
  - An application for all antennas must be received and approved in writing from the Board of Directors prior to its installation.
  - The Association shall not be responsible for any roof repairs that is deemed to be a direct or indirect result of the installation of any roof antenna or satellite dish

**Signs:**

- No sign of any kind shall be displayed to the public view on any Unit, except one professional real estate sign of not more than six (6) square feet, advertising a Unit, for sale or for rent may be placed in the most prominent window on the 1<sup>st</sup> floor. No sign of any kind shall be placed or displayed in the Common area without the express consent of the Association or the Declarant.