

Rules and Regulations  
Of  
New Brittany II, A Planned Community

**I. GENERAL**

**A. New Brittany II Homeowners Association (“Association”), acting through its Board, has adopted the following Rules and Regulations (“Rules and Regulations”). These Rules and Regulations may be amended from time to time by resolution of the Board.**

**B. The term “Declaration” when used herein refers to the Declaration of Covenants and Restrictions for New Brittany II, A Planned Community (the “Community”) dated January 27, 2003. The term “Bylaws” when used herein refers to the Bylaws of New Brittany II Homeowners Association, as they be amended from time to time.**

**C. The Lot Owners shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including public areas, streets and courtyards, recreational areas, grounds, parking areas and any other appurtenances.**

**D. The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Board.**

**II. DEFINITIONS**

**A. These definitions are to apply to these Rules and Regulations, as well as the Declaration and By-Laws, unless otherwise defined.**

**B. ACCESSORY BUILDING - An Accessory Building is a structure located on the Lot, which is not attached to the dwelling unit and which is not a Garage, as further defined herein.**

**C. GARAGE – A Garage is a structure that is specifically designed and intended for the storage of motor vehicles. The use of a structure for the storage of motor vehicles can be evidenced by the presence of overhead doors sufficient in size to permit the entry/exit of a standard sized motor vehicle.**

**D. Notice & Hearing is defined as a letter sent to the homeowner of record and hearing to take place at a regularly scheduled board meeting.**

### **III. RESTRICTIONS**

**A. No part of the Community shall be used by or through a Lot Owner for any purpose except housing and the common purposes for which the Community was designed.**

**B. There shall be no obstruction of the Common Elements. Nothing shall be stored or placed on the Common Elements without the prior consent of the Board except as provided herein or as expressly provided in the Declaration or Bylaws.**

**C. Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the Common Elements without the prior written consent of the Board. No Lot Owner shall permit anything to be done or kept on the Common Elements that will result in the cancellation of insurance on the Common Elements, or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept on the Common Elements. No waste or dumping of any kind shall be committed on the Common Elements.**

**D. No bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas or elsewhere on the Common Elements,**

**E. Each Lot Owner shall keep his Lot in a good state of preservation, repair and cleanliness.**

**F. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, unless done in an attractive manner, and subject to the decision of the Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Lot Owner anywhere on the Common Elements without the prior written approval of the Board.**

**G. No fences, alterations or additional improvements of any kind may be erected or placed by a Lot Owner around or on the Common Elements without the prior written consent of the Executive Board.**

**H. No detached garage, shed, or workshop of any kind is to be constructed on any lot. A pool house, Gazebo or other accessory building may be considered, however it must be consistent with the design and architecture of the home. The materials and location on the lot must be approved by the design review committee.**

**I. All restrictions contained in the Declaration are incorporated by reference herein as if fully set forth.**

#### **IV. COMPLIANCE AND DEFAULT.**

**A. Relief. Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Lot Owner to comply with any provisions of the Community Documents or the Act shall entitle the Association, acting through its Board to the following relief:**

**1. Additional Liability. Each Lot Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in**

casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

2. **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

3. **No Waiver of Rights.** The failure of the Association, the Board or a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Board, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Board or the Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Lot Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

4. **Abating and Enjoining Violations by Lot Owners.** The violation of any of the Rules and Regulations adopted by the Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to enjoin, abate or remedy by appropriate legal

proceedings, either at law or in equity, the continuance of any such breach.

5. **Fine for Violation.** By resolution, following Notice and Hearing, the Board may levy a fine of up to \$25.00 per day for each day that a violation of the Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6. **Late Charges and Interest on Delinquent Assessments.** Any fine not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Board, shall constitute the personal liability of the Owner of the Lot so assessed and also shall, until fully paid, constitute a lien against such Lot pursuant to Section 5315 of the Act.

7. **Disputes.** In the event of any dispute or disagreement between any Lot Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration, the Plats and Plans, these Bylaws or the Rules and Regulations, the determination thereof by the Board, after Notice and Hearing, shall be final and binding on each and all such Lot Owners. The Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.