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EXHIBIT "G"

BYLAWS
OF
BREEZEWOOD II CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.

These are the Bylaws of BREEZEWOOD II CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (the "Association"). The Association's Articles of Incorporation for Nonprofit Corporation (hereinafter referred to as the "Articles") have been filed in the Office of the North Carolina Secretary of State. All words, phrases and terms used in these Bylaws which are not defined herein shall have the meanings given such words, phrases and terms as set forth in the Declaration Creating Unit Ownership-Breezewood II Condominium Regime recorded in the Wake County Registry (the "Declaration") or in the North Carolina Condominium Act set forth in Chapter 47C of the North Carolina General Statutes (the "Condominium Act"). Should a definition in the Declaration conflict with a definition in the Condominium Act, the definition in the Declaration shall control unless prohibited by law.

ARTICLE I
MEMBERSHIP

Section 1.1: Qualification. Membership in the Association shall be limited solely to Owners of Units in the BREEZEWOOD II CONDOMINIUM REGIME and every Owner of a Unit in the BREEZEWOOD II CONDOMINIUM REGIME shall automatically be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit in the BREEZEWOOD II CONDOMINIUM REGIME. Membership shall be automatically established by acquisition of fee title to a Unit whether by conveyance, devise, dissent, or judicial decree.

Section 1.2: Annual Meetings. The first annual meeting of the Owners shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Owners shall be held on the first Saturday of May of each year thereafter, unless the Association Board shall change such meeting date.

Section 1.3: Special Meetings. Special meetings of the Owners may be called at any time by the president or the Association Board, or upon written request of twenty percent (20%) of the Owners, pursuant to N.C.G.S. 47C-3-108.

Section 1.4: Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the secretary or person(s) authorized to call the meeting, by hand delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days and not more than fifty (50) days before such meeting to each Owner as provided in N.C.G.S. 47C-3-108.

Section 1.5: Budget Meetings. Within thirty (30) days after adoption of any proposed budget for the BREEZEWOOD II CONDOMINIUM REGIME, the Association Board shall provide a summary of the budget to all of the Unit Owners. The budget shall be considered at a meeting of the Owners as set forth in N.C.G.S. 47C-3-103(c).

Section 1.6: Quorum. The presence at the meeting of Owners or proxies entitled to cast thirty percent (30%) of the votes shall constitute a quorum for any action except as otherwise provided by law.

Section 1.7: Voting Rights. Every Unit Owner who is current in the payment of his or her dues and Association Assessments shall be entitled to a vote for equal to the Allocated Common Element Interest such Owner owns in the Common Elements. If fee simple title to a Unit is owned by more than one (1) person or entity, all such persons or entities shall be members of the Association, but the vote with respect to any such jointly owned Unit shall be cast as hereinafter provided. If the fee simple title to any Unit is owned of record by two (2) or more persons or entities (whether individually or in a fiduciary capacity), the vote with respect to any such jointly owned Unit may be cast by any one (1) of the joint Owners in person or by proxy, except that the holder or holders of a life estate in a Unit shall have the sole right to cast the vote allocated to that Unit without protest being made promptly to the person presiding over the applicable meeting by any of the other of such joint Owners or joint life estate holders. In no event may a vote with respect to any Unit be divided among joint Owners of the Unit or cast in any manner other than as a whole, it being the express intention of this Section 1.7 that there be no "splitting" of votes that may be cast by any Member or Members. Pursuant to Article 4, Section 4.1 hereof, any Owner in default in the payment of his or her dues or Association Assessments, or otherwise in violation of the Declaration or these Association Bylaws, shall forfeit the right to vote on Association business unless or until such basis for such forfeiture shall be eliminated. Upon such right to vote being reinstated, the same shall be effective for any future votes but shall have no retroactive effect on any action taken prior to such default being cured.

Section 1.8: Proxies. Pursuant to N.C.G.S. 47C-3-110, votes allocated to a Unit may be cast pursuant to a dated written proxy signed by a Unit Owner. A proxy may only be given by a Unit Owner to a Unit Owner and may not be given to third parties. A Unit Owner may not revoke a proxy except by written notice delivered to the person presiding over a meeting of the Association. A proxy terminates one (1) year after its date, unless it specifies a shorter term.

Section 1.9: Required Votes. Except as may be otherwise required in the Declaration, these Association Bylaws or by applicable law, all questions voted upon by the Association shall be decided by a vote of a majority of the Unit Owners.

Section 1.10: Actions Without Meeting. Any action that may be taken at a meeting of the Owners may be taken without a meeting if such action is authorized in a writing setting forth the action taken which is signed by all Owners entitled to vote upon

such action at a meeting and such consent is filed with the secretary of the Association and inserted in the minute book of the Association.

ARTICLE II
OFFICERS AND ASSOCIATION BOARD; SELECTION; TERM OF OFFICE

Section 2.1: Number, Term of Office and Election. The affairs of the Association shall be managed by an Association Board of no less than three (3) Members, who shall be entitled to act on behalf of the Association. Subject to the Declarant Control Period as set forth in the Declaration, nomination for election of the Association Board shall be made from the floor at the annual meeting. Election may be by secret written ballot or by a public showing of hands by a majority of the Unit Owners when a quorum is present. Cumulative voting is not permitted. At the first annual meeting following the Declarant Control Period, three (3) Association Board Members shall be elected to serve until the following annual meeting. Each Association Board Member shall serve for a term of one (1) year or until his or her death, resignation, retirement, removal, disqualification or until his or her successor is elected and qualified. Nothing herein shall preclude any or all of the Officers from serving on or constituting the Association Board if a majority of the Owners so vote. For any Unit having multiple Owners, only one (1) of the Owners of any such Unit may serve on the Association Board or be an Officer at the same time. Similarly at no time shall an owner and his or her spouse serve either as an Officer or on the Association Board at the same time.

Section 2.2: Removal. Any Association Board Member, except those appointed by the Declarant, may be removed in accordance with N.C.G.S. 47C-3-103(b). In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the Unit Owners voting at a meeting when a quorum is present.

Section 2.3: Compensation. No Association Board Member shall receive compensation for any service he may render to the Association. However, with the prior approval of the Association Board, any Association Board Member may be reimbursed for actual expenses incurred in the performance of his duties.

Section 2.4: Action Without Meeting. The Association Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all the Association Board Members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Association Board. Written evidence of such resolution shall be on file with the Association secretary prior to the Association treasurer expending any funds in reliance on such resolution.

ARTICLE III
MEETINGS OF ASSOCIATION BOARD

Section 3.1: Meetings. Meetings of the Association Board shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Association Board. Special meetings of the Association Board may be called by any Member of the Association Board, after not less that five (5) days notice to each Association Board Member. Nothing herein shall preclude such meetings to from being conducted telephonically, if the Association Board desires to do so, provided such Association Board keeps minutes of such telephonic meetings.

Section 3.2: Quorum. A majority of the Association Board Members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Association Board Members present at a duly held meeting shall be regarded as the act of the board.

ARTICLE IV
POWERS, DUTIES AND AUTHORITY OF THE ASSOCIATION BOARD

Section 4.1: Powers and Authority of Association Board. Subject to the provisions contained herein and applicable law, the Association Board shall have the power and authority to exercise all the rights of the Association, including, but not limited to:

(a) Adopt rules and regulations governing the use of the Common Elements, the personal conduct of the Owners and their tenants, family members or guests, and establish penalties for the infraction thereof;

(b) Suspend the voting rights and right of use of the Common Elements allocated to an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Association Rules & Regulations

(c) Suspend the voting rights and right of use of the Limited Common Elements allocated to an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(d) Declare the office of an Association Board member to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Association Board;

(e) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties; provided always, any contract for

professional management must contain a clause requiring not more than ninety (90) days termination notice;

(f) Procure, maintain and pay premiums on an insurance master policy(s) and equitably assess the Owners of the same for their pro rata portion of such expense;

(g) Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements other than for service provided to Unit Owners; and

(h) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(i) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of North Carolina by law may now or hereafter have or exercise.

Section 4.2: Duties of Association Board. It shall be the duty of the Association Board to:

(a) cause the Common Elements to be maintained, repaired, and replaced as necessary, and to assess the Unit Owners to recover the cost of the upkeep of the Common Elements;

(b) serve as the architectural control committee after the Declarant Control Period as provided in Article 14 of the Declaration;

(c) keep a complete record of all its acts and corporate affairs and present a statement thereof to the Owners at the annual meeting, or at any special meeting when such statement is requested in writing by twenty percent (20%) of the Owners;

(d) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(e) fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period pursuant to the provisions set forth in the Declaration and N.C.G.S. 47C-3-103(c);

(f) send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period;

(g) foreclose the lien against any Unit for which Association Assessments are not paid within thirty (30) days after the applicable due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or have issued, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these

certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(i) procure and maintain, at all times, adequate hazard insurance on the Common Elements and all property for which the Association has the duty to maintain, and sufficient liability insurance to adequately protect the Association as provided in N.C.G.S. 47C-3-113; and

(j) cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V
OFFICERS AND THEIR DUTIES

Section 5.1: Officers. The officers of the Association shall be a president, vice-president, secretary and treasurer. The officers shall be elected by a majority vote of the Association Board at the annual meeting or a meeting specially called for such purpose.

Section 5.2: Powers and Duties of Officers.

(a) The president shall preside at all meetings of the Association Board; see that orders and resolutions of the Association Board are carried out; sign all leases, mortgages, deeds and other written instruments by or on behalf of the Association, including these Association Bylaws.

(b) The vice-president shall act in the place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Association Board.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Association Board and of the Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal (if the Association shall adopt a seal); serve notice of meetings of the Association Board and of the Owners; keep appropriate current records showing the Owners together with their addresses; prepare, execute, certify, and record amendments to the Declaration on behalf of the Association; and perform such other duties as required by the Association Board.

(d) The treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and disburse such funds as directed by the Association Board; sign all checks and promissory notes (such checks and promissory notes to be approved by the president) of the Association; keep proper books of account; cause an annual review or audit of the Association books as determined by a vote of a majority of the Unit Owners to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its annual meeting, and deliver a copy to each Owner.

Section 5.3: Term. Each officer of the Association shall be elected annually by the Association Board and each shall hold office for one (1) year or until his or her death, resignation, retirement, removal, disqualification or until his or her successor is elected and qualified.

Section 5.4: Special Appointments. The Association Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Association Board may, from time to time, determine.

Section 5.5: Resignation and Removal. Any officer may be removed from office with or without cause by the Association Board. Any officer may resign at any time giving written notice to the Association Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6: Vacancies. A vacancy in any office may be filled by appointment by the Association Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5.4 of this Article.

Section 5.8: Compensation. No officer shall receive any compensation from the Association for acting as such.

ARTICLE VI
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner or any Mortgagee. The Association Articles and the Declaration and these Association Bylaws shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE VII
CORPORATE SEAL

The Association may but shall not be required to have a seal in circular form having within its circumference the words: "BREEZEWOOD II CONDOMINIUM UNIT OWNERS ASSOCIATION, INC."

ARTICLE VIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Sections 55A-17.1, 55A-17.2, and 55A-17.3 of the North Carolina General Statutes, as now enacted or hereafter amended.

ARTICLE IX
FISCAL MANAGEMENT

Section 9.1: Depository. The initial insured depository for the funds of the Association shall be any commercial bank selected by the Association Board and the Association Board may change such depository from time to time to another insured depository. Withdrawal of funds from such depository shall be initially by check signed by the Declarant during the Declarant Control Period, and thereafter only by checks signed by the elected Association treasurer after first obtaining the approval of the president of the Association or any other persons authorized by the Association Board.

Section 9.2: Fidelity Bonds. Fidelity bonds shall be maintained by the Association, in an amount determined by the Association Board, covering each Director and officer of the Association, any employee or agent of the Association, and any other person handling or responsible for handling funds of the Association.

Section 9.3: Payment Vouchers. Payment vouchers shall be approved by the Association Board, provided that the Association Board may delegate such authority to any officer or managing agent of the Association.

Section 9.4: Financial Records. The financial records of the Association shall be made reasonably available for examination upon written request to the Association.

Section 9.5: Fiscal Year. The fiscal year of the Association shall be from January 1 through December 31 of each calendar year; however, the first fiscal year shall commence on the date the first Unit is conveyed by the Declarant.

ARTICLE X
ASSESSMENTS

Section 10.1: Obligation of Members to Pay Association Assessments; Amount of Levy. Each Owner shall be personally, jointly and severally liable for the Common Expenses that are levied against his or her Unit while an Owner. Each Unit shall be

assessed in accordance with that Unit's percentage portion of Common Expenses as allocated by the Declaration, as the same may from time to time be amended.

Section 10.2: Allocation of Common Surplus. Any common surplus, including funds in reserve accounts, may be allocated to each Unit, upon a two-thirds (2/3) vote of the Owners voting at a meeting when a quorum is present, in accordance with its percentage portion of Common Expenses. If allocated, the surplus shall be owned by the Owner of that Unit and may be paid to the Owner or credited against that Unit's share of Common Expenses subsequently assessed.

Section 10.3: Preparation of Budget and Levying of Association Assessment. For each fiscal year, commencing with the fiscal year beginning January 1, 2008, the Association Board shall prepare and adopt a proposed budget, including estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Association Board for reserves. Within thirty (30) days after adoption of each annual budget, the Association Board shall provide each Owner with a copy of such budget, and shall give each Owner notice of the assessment made against the Owner's Unit based upon such budget and of the interest to be charged on delinquent payments. The budget shall be ratified unless a majority in interest of all Owners rejects the budget at a duly held meeting of Owners, in which event the last ratified budget shall continue in effect until such time as the Owners ratify a subsequent budget proposed by the Association Board. The assessment shall be deemed levied upon the adoption of the budget by the Association Board, subject to the disapproval of the budget by the Owners.

Section 10.4: Lien for Association Assessments. Any Association Assessment which remains unpaid shall constitute a lien on that Unit when filed of record in the Office of the Clerk of Superior Court for Wake County, North Carolina. Such lien may be foreclosed as provided in Section 47C-3-116 of the North Carolina General Statutes. Such lien shall be prior to all other liens and encumbrances on the Unit except (i) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Unit) recorded in the Wake County real estate records before the filing of the lien for Association Assessments in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments or charges against the Unit.

Section 10.5: Payment of Association Assessments. Association Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Association Board in the notice of assessment. Association Assessments if paid monthly shall be paid on the first day of the first month applicable to such payment after the Association Assessment has been approved. If such Association Assessments are payable quarterly, then they shall be payable on the first day of the next calendar quarter immediately following approval. If they are due semi-annually or annually they shall be due on a date established by the Association Board. Such Association Assessments shall become delinquent if not paid within a thirty (30) day period after the due date. Special Assessments shall be payable as and

when the Association Board shall so determine. Payments shall be made to the Association, or as the Association Board may otherwise direct from time to time.

Section 10.6: Funds and Reserves. All sums collected by the Association from Association Assessments shall be accounted for as follows:

(a) Reserve Fund for Repairs and Replacements. To this fund shall be credited all sums collected for the purpose of effecting repairs and replacements of structural elements and mechanical equipment, and other Common Elements, of the Breezewood II Condominium Regime.

(b) Working Capital and Operating Reserve Fund. To this fund shall be credited all sums collected to provide a reserve for liquidity. The fund may be used to meet deficiencies from time to time as a result of delinquent payments of Association Assessments and other contingencies.

(c) General Maintenance Fund. To this fund shall be credited collections of Association Assessments for all Common Expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to either of the above reserve funds.

The above funds shall be established by the Association Board and shall be funded by regular installments rather than by extraordinary Special Assessments. The reserve funds described above shall be maintained in such amounts as deemed necessary or desirable by the Association Board and required by applicable law. To the extent maintained, funds shall be held in such accounts and with such insured depositories as the Association Board, in its discretion, selects.

Section 10.7: Special Assessments. There shall be no Special Assessments levied other than by a majority vote of the Unit Owners, except in cases of emergency such as natural disaster or other casualty, in which event the Association Board may impose such a Special Assessment, in its discretion, but subject to the requirements of Article 8 of the Declaration, may levy Special Assessments at such other and additional times as in its judgment are required for the discharge of the Association's responsibilities.

Section 10.8 Common Expenses Benefiting Less Than All Sites. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred. In addition, the Association may assess any item of Common Expense benefiting less than all of the Units against the Units benefited in the proportion that their Common Expense liabilities bear to each other.

Section 10.9 Failure to Prepare Budget and Levy Association Assessment; Deficiencies in Procedure. The failure or delay of the Association Board in preparing a budget shall not constitute a waiver or release of the Owners' obligation to pay

Association Assessments whenever the same shall be determined and levied by due action. Until a new Association Assessment is levied pursuant to Section 10.3, each Owner shall continue to pay the existing Association Assessment in the same amount and at the same periodic times as levied. Non-material deficiencies or inadequacies in the procedure followed by the Association Board in levying an Association Assessment shall not in any way affect its validity or the obligation of Owners to pay such Association Assessment.

Section 10.10 Association Assessment Roll; Certificate. All Association Assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Association for inspection at all reasonable times by Owners, Mortgagees and their duly authorized representatives. Such roll shall include, for each Unit, the name and address of the Owners, all Association Assessments levied, and the amount of all Association Assessments unpaid. The Association, upon written request, shall furnish to any such party a recordable statement setting forth the amount of unpaid Association Assessments currently levied against his or her Unit. The statement shall be furnished within seven (7) business days after receipt of the request and shall be binding upon the Association and all Owners. A reasonable fee may be charged by the Association Board for such statement.

Section 10.11 Interest on Delinquent Association Assessments. Association Assessments paid before they become delinquent shall not bear interest, but all delinquent sums shall bear interest at the rate set forth in the notice levying the Association Assessment, not exceeding any applicable maximum legal rate of interest, from the date delinquent until paid. If no interest rate is set forth in such notice, such interest rate shall be the maximum allowed by the Declaration. All payments upon account shall be applied first to interest and then to Association Assessment, or installment thereof, longest delinquent. All such interest shall constitute a lien with the same priority as the Association Assessment on which such interest accrues.

Section 10.12 Common Expenses. Common Expenses shall mean and include all sums declared Common Expenses by the North Carolina Condominium Act, or by any specific provision of these Association Bylaws or the Declaration, and shall include, without limitation, the following: real estate taxes and other governmental assessments or charges against the Condominium; maintenance expense for the Common Elements, annual termite inspections and monthly pest inspections and treatments; premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; utility charges not collected from Owners; legal and accounting fees; costs and expenses incurred in connection with any litigation or administrative proceeding affecting the Association; deficits remaining from any prior assessment period; the cost, including fees and interest, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association as a result of the performance, enforcement or amendment of, any agreement or easement to which the Association is a party to or to which the Common Elements or Property, or any part of either thereof, is or may be

subject; amounts determined necessary for reserve funds; and indemnity payments made by the Association pursuant to Article VIII hereof.

ARTICLE XI
COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES

Section 11.1 Defaults and Remedies. a default in or failure to comply with any of the terms, conditions, obligations, and provisions of the North Carolina Condominium Act, the Declaration, these Association Bylaws, the Articles, or the Association Rules & Regulations established by the Association Board, as the same may be amended from time to time, by any person or entity subject thereto, shall give to any person or entity adversely affected by such default or failure a claim for appropriate relief.

Section 11.2 Notice of Default and Failure to Cure: In the event of any default or failure to act by an Owner, the Association Board shall serve upon or mail to the defaulting Owner, and to each Mortgagee of the Owner's Unit when required under the Declaration, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting Owner may cure the default specified, or serve upon or mail a written notice to the Association Board requesting a hearing. If a hearing is so requested, the Association Board shall thereafter serve upon or mail to the defaulting Owner, and to each such Mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place for such hearing. At the hearing, the Association Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Association Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Association Board has made its determination and served upon or mailed the same to the defaulting Owner and each such Mortgagee. The hearing may be continued from time to time as determined by the Association Board. Upon taking such evidence and hearing such testimony, the Association Board at the hearing or at such later time shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Association Board due to such default. The Association Board shall serve upon or mail to the defaulting Owner, and to each such Mortgagee which was entitled to notice of the default as above provided a copy of its decision. If the defaulting Owner (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Association Board) within the extended time, if any, granted by the Association Board after hearing, then the Association Board shall serve upon or mail to the defaulting Owner, and to each Mortgagee which was entitled to notice of the default as above provided, a written notice of such Owner's failure to effect a cure, and the

Association Board may then proceed to take such action as it deems necessary to obtain relief.

Section 11.3 Remedy of Abatement in Addition to Other Remedies. In the event an Owner fails to effect the cure specified by the Association Board within the time period set out in (i) or (ii) of Section 11.2 whichever is applicable, and where the default is a structure, thing, or condition existing in or on the Property, the Association Board, or its duly authorized representative, shall have the right to enter upon any portion of the Breezewood II Property and summarily to abate and remove, at the defaulting Owner's expense (and levy assessment therefore), the structure, thing, or condition constituting the default. The Association Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

Section 11.4 Non-Waiver of Covenants. The failure of the Association or of any Owner to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these Association Bylaws, the Articles, the Association Rules & Regulations established by the Association Board or applicable law as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of enforcement in the future, irrespective of the number of violations or breaches that may have occurred.

Section 11.5 Liens for Association Assessments. Liens for Association Assessments shall be enforced pursuant to Article X and not pursuant to this Article XI.

ARTICLE XII
AMENDMENT

An amendment to these Bylaws shall be made and approved by a vote of the Owners owning at least two-thirds of the undivided fractional interests in the Common Elements at a duly held meeting.

Adopted this 23rd day of October, 2008.

BREEZEWOOD II CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By:_____
James K. Pendergrass, President

BK013280PG02511

EXHIBIT "H-1"

CERTIFICATE OF COMPLETION
FOR
BREEZEWOOD II CONDOMINIUM REGIME
Phase 1

The undersigned, being a Professional Engineer licensed under the provisions of Chapter 89 [89C] of the North Carolina General Statutes, hereby certifies that all structural components of all Buildings containing or comprising any Units created by the Declaration of Condominium for BREEZEWOOD II CONDOMINIUM REGIME, Phase 1, to which this Certificate of Completion is attached and made a part, are substantially completed in accordance with the Breezewood II Plan(s).

This Certificate of Completion is issued in accordance with and in satisfaction of the requirements of N.C.G.S. 47C-2-101.

This the 22 day of October, 2008.

NORTH CAROLINA PROFESSIONAL SEAL 11561 ENGINEER NARIMAN ABAR

By: _____
Professional Engineer
License No. NC 11561

STATE OF NORTH CAROLINA

COUNTY OF WAKE COUNTY

GeoStructural Engineering, Inc.
1708 Glen Eden Dr.
Raleigh, NC 27612
919-881-9960

I, MICHAEL EUGENE PUNTE a Notary Public of the County and State aforesaid, do hereby certify that NARIMAN ABAR, Professional Engineer, personally appeared before me this day and acknowledged the due execution of the following instrument.

Witness my hand and official seal, this the 22nd day of OCTOBER, 2008.

MICHAEL EUGENE PUNTE NOTARY PUBLIC WAKE COUNTY, NC

_____
Notary Public

MICHAEL EUGENE PUNTE
Printed Name

My Commission Expires: Sept 5, 2010

BK013280PG02512

EXHIBIT "H-2"

CERTIFICATE OF COMPLETION
FOR
BREEZEWOOD II CONDOMINIUM REGIME
Phase 1

The undersigned, being a Professional Engineer licensed under the provisions of Chapter 89 [89C] of the North Carolina General Statutes, hereby certifies that all mechanical systems of all Buildings containing or comprising any Units created by the Declaration of Condominium for BREEZEWOOD II CONDOMINIUM REGIME, Phase 1, to which this Certificate of Completion is attached and made a part, are substantially completed.

This Certificate of Completion is issued in accordance with and in satisfaction of the requirements of N.C.G.S. 47C-2-101.

This the 22 day of October, 2008.

NORTH CAROLINA PROFESSIONAL SEAL 25029 ENGINEER RICHARD A MELLING

By: _____

Professional Engineer
License No. 25029

STATE OF NORTH CAROLINA

COUNTY OF WAKE County

I, Michael Eugene Punte a Notary Public of the County and State aforesaid, do hereby certify that Richard A Melling, Professional Engineer, personally appeared before me this day and acknowledged the due execution of the following instrument.

Witness my hand and official seal, this the 22nd day of October, 2008.

MICHAEL EUGENE PUNTE NOTARY * * * PUBLIC WAKE COUNTY, NC

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Notary Public

Michael Eugene Punte
Printed Name

My Commission Expires: Sept 5-2010