



# Guidelines for Community Living

THE BATTERY AT PARK WEST  
C/O Community Management Group  
349 Folly Road Suite 2B  
Charleston, SC 29412  
843-795-8484

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# **ASSOCIATION GUIDELINES**

## **GENERAL RULES**

1. Units shall be used for residential purposes and for ancillary or secondary home uses.
2. Littering of any sort is strictly prohibited. All rubbish, trash and garbage shall be disposed of within a closed plastic bag in the compactor provided. Bulk waste or furniture items must be removed from the property by the owner or tenant. Garbage and/or debris may *NOT* be left in the corridor or on the porches for any length of time.
3. Tampering with the entrance gate, clubhouse door or pool gate is considered vandalism. The proper authorities will be notified and the owner's AND tenant's use privileges may be suspended at the sole discretion of the Board of Directors.
4. There shall be no obstruction of any common elements. Owners may place small seasonal decorations on their doors. Residents may utilize a 3' x 5' space in the corridor for a door mat and small decorative items, such as a potted plant, shoe brush, etc.
5. Vehicle maintenance involving liquids (i.e. motor oil, antifreeze, etc.) is prohibited in the parking lots.
6. Landscaping guidelines are as follows:
  - a. No planting or any flower, bush, tree or other vegetation may be done by owners/tenants anywhere on the property with the exception of the designated planting and gardening stations.
  - b. No objects, statues or other decorative items or potted plants are to be placed in common areas, (outside of patio or porch) and no hanging baskets or brackets may be attached to any exterior portion of the building. All resident plants must be properly maintained.
  - c. The cutting, trimming, clearing and/or the removal of any natural landscape without the express written consent of the HOA Board is prohibited.
7. All seasonal, religious and holiday decorations must be removed within 15 days after the conclusion of the holiday.
8. The display or discharge of firearms or fireworks is strictly prohibited.
9. A key to each unit must be given to Community Management Group for emergency purposes.
10. No owner may use their unit, a common element or a limited common element in such a way which creates noise between the hours of 11pm and 7:30am.
11. Garage and yard sales are strictly prohibited.

12. Charcoal and wood burning bar-b-que grills are prohibited at all units, common areas and limited common areas.
13. Unit owners, tenants and other residents who have any type of open flame grill on their porch, balcony or patio are required to purchase an ABC fire extinguisher and store it in a location near the grill. Should an incident occur and the owner, tenant or other resident does not have the required extinguisher, the owner, tenant or other resident will be considered negligent and responsible for any and all damages.
14. When outdoor temperature is 32 degrees or below the thermostats must be set at a minimum of 65 degrees.
15. No owner shall keep more than 2 pets in any combination.
  - a. All dogs must be secured with a leash when outside of the unit. See Chapter 5, Sections 4 & 5 of the Code of the City of Charleston as amended and effective March 1, 2009. .
  - b. Pets **may not be left unattended** outdoors, including porches.
  - c. Owners **MUST** clean up after their pets, utilizing the strategically placed pet baggie stations.
16. Leasing of units shall be governed by the following rules:
  - a. Time sharing is strictly prohibited
  - b. Owners are responsible for the actions of their tenants
  - c. All leases must be in writing and have a minimum of a one (1) year term.
  - d. A copy of the executed lease must be submitted to Community Management Group on or before the scheduled move in date.
  - e. The unit owner must provide ALL tenants with a copy of the Master Deed, By-Laws and Guidelines for Community Living.
  - f. A tenant information form must be completed and submitted with the executed lease.
  - g. The \$1,000.00 security deposit will be waived if all other information is provided per these guidelines. If it is discovered that a unit is being leased and the required information was not submitted, the \$1,000.00 security deposit will be reinstated and may be collected as an assessment.
17. No signs of any type are to be displayed by any owner, tenant, resident or real estate agent so as to be visible from the outside of the unit or building.
18. Realtors hosting open houses must abide by the following guidelines:

- a. Gate codes are not to be provided to prospective buyers or other attendees to an open house or other showings. The owner or realtor must instruct visitors to use the gate access system AND they must accompany the visitor through the gate.
- b. Open houses may only be held between the hours of 9am and 5pm on Saturdays and Sundays.
- c. Directional signs may be placed on common property at the beginning of the open house but must be removed within one hour of the end of the open house
- d. The realtor or the owner must be present during the entire time of the open house.
- e. The realtor, real estate agency and owner are jointly and severally responsible for the behaviors of those attending the open house.

## **OUTDOOR ACTIVITIES**

1. Skateboarding, riding bikes, riding scooters, etc. is strictly prohibited in the clubhouse, on the clubhouse porch, in or around the pool area and in the breezeways.
2. Loitering is not permitted in the corridors, stairwells or building entrances.
3. Children should not play in the corridors or stairwells at any time.

\*Please remember that these restrictions are in place to protect our children and keep them out of harms way.

## **ELEVATOR GUIDELINES**

1. For elevator emergencies, use the emergency phone located under the elevator buttons. The phone only has one button and will only dial 911. The operator will already know your location. However, it is a good idea to reiterate the address and building number to be sure.
2. All of the elevators are equipped with an audible “emergency alarm” button that produces a loud alarm, notifying anyone within hearing distance that you need assistance.
3. **NEVER PROP THE ELEVATOR DOORS OPEN.** If a door is propped open the elevator computer will malfunction and the elevator will have to be reprogrammed. This process could take a few days and a lot of Association dollars to complete. If you are moving in or out, let the doors open and close and the elevator return to the proper floor before recalling it to the desired floor.

4. If you notice an elevator not working, please contact Community Management Group at 843-795-8484 and press zero (0) for the operator. If she is unavailable, leave a message. This voicemail is checked every few minutes throughout the day.
5. Please remember the elevators are not toys. Do not allow children to play in the elevators. If you see children misusing the elevators and don't feel comfortable addressing them directly, please contact Community Management Group. If the children are identifiable by unit we can send a courtesy letter to the property owner.

## **PARKING GUIDELINES**

1. There are no assigned parking spaces.
2. No vehicles may be stored on property for any length of time. Any vehicle that appears to be abandoned, have flat tires, expired tags, etc. may be towed at the owner's expense, to include storage of same at the towing facility.
3. Any vehicle parked in a handicap space without a handicap tag or license will be reported to the Mt. Pleasant police department and will also be subject to towing.
4. Any vehicle creating a noise which would violate the Town noise ordinance will be subject to fines accordingly.
5. Campers, trailers, RVs, go-carts and off road vehicles etc. are strictly prohibited.
6. The parking of commercial vehicles, except while commercial services are being rendered, is strictly prohibited. Any vehicle with a company sign on it is defined as a commercial vehicle. The only exceptions to the restriction of signage on a vehicle are governmental law enforcement vehicles. **NOTE: RESIDENTS WHO MUST DRIVE A COMMERCIAL VEHICLE MUST OBTAIN AND USE A PLAIN SIGN TO COVER ANY LOGOS, NUMBERS OR MARKINGS ON THE VEHICLE WHILE PARKED ANYWHERE ON PROPERTY EXCEPT IN AN ENCLOSED GARAGE.**
7. Vehicles are not to be parked on sidewalks or unpaved areas within the property bounds.
8. Moving vans, storage and transport containers, trucks and trailers must be removed from the property within 48 hours of beginning delivery or being loaded.

## **FITNESS CENTER GUIDELINES**

1. **CAUTION:** The use of the fitness center, as with all other BPW facilities, is at the sole risk of the user. All users are urged to consult a physician prior to beginning any exercise, particularly those with a history of heart disease, high or low blood pressure, diabetes or any other medical conditions.
2. The fitness center is open from 6:00am until 11:30pm daily. The fitness center may close from time to time for service or cleaning or any other need that may arise. Warning of such closing will be posted at the facility when possible.
3. Children under the age of 16 are prohibited from entering the facility.
4. Users are expected to heed all warnings, explanatory and cautionary signs displayed in the facility.
5. The HOA is not responsible for personal items left in the fitness center.

## **CLUBHOUSE GUIDELINES**

1. The clubhouse opens at 6am and closes at 12pm. The clubhouse rental hours are from 9am to 11:30pm. The reservation form and clubhouse calendar can be found on the website at [www.CMGCharleston.com/bpw.htm](http://www.CMGCharleston.com/bpw.htm).
2. The key fobs will not work during the hours when the clubhouse is closed. Any occupancy outside of these hours will be considered TRESPASSING.
3. The clubhouse may be reserved ***ONLY by property owners*** who are current in their regime fees. Owners reserving the clubhouse for tenants are 100% liable for all actions of their tenants and tenants' guests while on the property.
4. Reservations can be made for the clubhouse only. The pool and pool deck area CANNOT be reserved. Provisions must be made to allow access for pool visitors' use of the bathrooms.
5. Reservations must be made at least two (2) weeks prior to the event. Last minute requests with special circumstances will be considered but are NOT guaranteed.
6. The clubhouse is not available for reservations on major holidays.
7. The fees associated with the clubhouse rental will include a \$100.00 damage deposit, a \$100.00 cleaning deposit & \$50.00 reservation fee for the first two (2) hours. Each additional hour will be a charge of \$25.00. The payments should be submitted ***by the property owner*** in three separate checks, due upon execution of the reservation agreement and made payable to The Battery at Park West HOA.

8. The owner making the reservation is responsible for inspecting the clubhouse immediately prior to the event and reporting any damage or cleanliness problems to Community Management Group prior to the event.
9. The owner making the reservation is responsible for leaving the clubhouse in the same condition it was received in, (removing all trash and replacing clean bags in receptacles, sweeping if necessary, wiping counters/sink/refrigerator. If all is in order, as determined by a post-event inspection the \$100.00 deposit checks will be returned by mail (or destroyed) within one week. If problems arise and repairs/replacement or cleaning are needed all costs will be deducted from deposit and/or charged to the owner's account. Any damages incurred which costs more than fees deposited must be paid by the property owner within two weeks. Such fees will be subject to the Battery's collection policy.
10. The Battery's HOA is not responsible for personal articles left in or around the clubhouse.
11. Smoking is prohibited in the clubhouse.
12. No animals, other than those used for special needs are allowed in the clubhouse or pool area. Under no circumstances are pets allowed in the pool.
13. Owners who would like to serve alcohol at their private event in The Battery at Park West HOA clubhouse are required to provide proof of host liquor liability insurance in an amount not less than \$1,000,000.00 (One million dollars).
14. **No alcoholic beverages will be served or consumed by anyone under the age of twenty one (21).** If alcohol will be served or consumed at an event and persons under the age of 21 are present, the registering owner shall sign a release form at the time the rental agreement is executed. Alcoholic beverages may not be sold.
15. The owner making the reservation shall not allow any activity at the event which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort or nuisance to other owners or residents or in such a way as to constitute in the sole opinion of the Board, a nuisance.
16. The Battery at Park West Homeowners Association reserves the right to refuse future rentals to an owner should problems arise as a result of the owner failing to take reasonable action to maintain control at the sole opinion of the Board, at an event sponsored by said owner.
17. A minimum of 48 hours is required to cancel an event. Otherwise a cancellation fee may be deducted from the deposit.
18. Persons wearing wet swimsuits should not walk through the clubhouse. Walk around the side of the clubhouse to the restrooms.

## **POOL GUIDELINES**

1. Solo swimming is not permitted.
2. There should be no running, boisterous or rough play.
3. No person under the influence of alcohol or drugs should use the pool or be in the pool area.
4. There should be no spitting or blowing nose in pool.
5. Persons with diarrheal illness or nausea should not enter the pool.
6. Persons with skin, eye, ear or nasal infections should not enter the pool.
7. Persons with open lesions or wounds should not enter the pool.
8. No animals or pets allowed in the pool.
9. Glass is strictly prohibited in the pool or anywhere in the pool area.
10. All children under the age of 18 must be accompanied by an adult.
11. You should take a shower before entering the pool.
12. All persons using the pool do so at their own risk. Owners and management are not responsible for accidents or injuries.
13. Pool is for private use. Owners and guests only.
14. Management reserves the right to deny use of the pool to anyone at anytime.
15. This pool is open from 7am until 8pm.
16. An emergency phone is located on the back right hand side as you exit the clubhouse.

## **OYSTER PAVILION GUIDELINES**

1. The oyster pavilion may be reserved by owners who are current in their regime fees. The pavilion's hours are from 9am until 10pm. The reservation form and calendar can be found on the website at [www.CMGCharleston.com/bpw.htm](http://www.CMGCharleston.com/bpw.htm).

2. The oyster pavilion may be reserved **ONLY by property owners** who are current in their regime fees. Owners reserving the pavilion for tenants are 100% liable for all actions of their tenants and tenants' guests while on the property.
3. Reservations must be made at least two (2) weeks in prior to the event. Last minute requests with special circumstances will be considered but are NOT guaranteed.
4. The oyster pavilion rental is a flat fee of \$100.00. Any additional costs associated with the rental such as clean up or damage will be assessed directly to the homeowner's account.
5. The HOA is not responsible for personal items left at the pavilion.
6. All trash must be picked up and placed in the trash compactor located near the community entrance.
7. Music and noise must be kept to a reasonable volume level.
8. All groups must have their own supplies (cooking utensils, plates, napkins, cleaning supplies, etc.)
9. All decorations must be removed and properly disposed of at the conclusion of the event. Confetti and candles may NOT be used in or around the oyster pavilion. Helium balloons are discouraged and if lost or entangled, must be removed from the structure, fans and lighting.
10. All equipment and supplies must be removed at the end of the event. The HOA will not store or hold anything left behind.
11. Reservations are made on a first come first served basis and must be made at least two (2) weeks in advance.
12. All rules related to the use of the Clubhouse apply here as well.

## **BOATYARD GUIDELINES**

1. The boatyard may be rented annually for a fee of \$250.00. Prior approval and registration is required through Community Management Group.
2. The HOA carries no insurance which in any way covers damages that an occupant may have or claim while utilizing the boatyard. Owner must carry property and liability insurance.
3. Other than fuel in a sound board tank, hazardous waste, explosives or highly flammable or corrosive goods are prohibited in the boatyard.
4. All stored vehicles, boats and trailers shall be properly maintained at all times. Tires need to be inflated on trailers and vehicles.

5. Boats, trailers and covers need to be free of puddled water (open pools of water breed insects).
6. Any damage done while moving or rearranging the stored item must be immediately reported to Community Management Group.
7. Do not leave trash, bottles, cans, fish, bait, etc. in or near the boatyard.
8. Parking spaces are assigned and items must only be stored in the assigned spot.
9. The HOA reserves the right to terminate storage agreement with occupant if occupant fails to comply with the guidelines.

## **GARDEN PLOT GUIDELINES**

1. The two gardening areas in the community each have several individual gardening plots that are available for use by the Owners/Tenants. Any interested party must submit the completed reservation form to Community Management Group no later than March 1<sup>st</sup>.
2. The plots are available on a first come first serve basis.
3. If there are plots that have not been reserved by April 15<sup>th</sup> a resident may request a second plot.
4. Every reserved plot must be properly maintained (i.e. the removal of dead plants, weeding, watering, etc.)
5. The use of fertilizers, insecticides or herbicides will be used that will in any way detrimentally affect adjacent gardens or grass area is prohibited.
6. No signage, banners or any other advertising is permitted.
7. The plots must be cleared out of all vegetation no later than November 30<sup>th</sup>.

## **COMMUNITY BULLITIN BOARD**

1. Anything posted on the bulletin board must have a visible date.
2. The bulletin board will be monitored on a regular basis and any item that has been posted for over a month will be removed.

3. Any item without a date will be removed during the monthly clean up.
4. Any posted item that is not in good taste or can be construed as offensive will be removed immediately.

## **ARB GUIDELINES**

1. Owners may make alterations to the interior of their units without the approval of the HOA Board as long as the alterations do not involve structural changes of any kind.
2. Window treatments visible from the exterior of the unit shall be white or off-white in color.
3. Reflective window tint and non-standard screen replacements are not permitted.
4. ALL exterior modifications must be approved by the HOA Board of Directors in writing. Consent may be withheld on purely aesthetic grounds. This provision shall apply without limitation to doors, windows, porches and the area around the porches on the ground floors.
5. All curtains on exterior porches must be exterior type curtains, subject to review and approval.
6. No furniture, bikes or toys may be kept in the halls or outside of the porches with the exception of bicycles being stored in designated bike racks (if provided).
7. No signs, billboards, canopies or awning may be erected without the written approval of the HOA Board. This includes For Sale and For Rent signs.
8. No owner or resident may do anything to create disorderly, unsightly or unkempt conditions on the exterior of his/her unit. This includes, but is not limited to storage of household items, hanging clothes, towels, coolers, etc. on the exterior of the unit. This rule pertains to the porch, terrace, patio and hallway.
9. The hanging of one “currently recognized American flags of the United States” is permitted on the porch. However, no other flags are to be hung in a location visible from the exterior of the unit. The owner is responsible for screw holes and related damage from fasteners and brackets.
10. No objects are to be hung from the siding or door frames.
11. No radio, television or satellite equipment shall be placed on the exterior of any unit or garage without written consent from the HOA Board.

12. Abandoned or disregarded personal property of any kind may not be stored in any area that is a portion of a common or limited common area.

## **MAINTENANCE GUIDELINES**

### **MAINTENANCE PROCEDURES**

1. Unit Owner-When individual units and/or associated garages are in need of repair and the items are still under warranty, the contractor should be notified. The contractor will be responsible for work on all items under warranty until the warranty expires, at which time the homeowner becomes responsible for all repairs and maintenance.
2. Association-When the exterior of the building, breezeway or any other common area is in need of repair and the items are still under warranty, the contractor should be notified. The contractor will be responsible for work on all items under warranty until the warranty expires, at which time the HOA becomes responsible for all repairs and maintenance.

## **ASSOCIATION MAINTENANCE RESPONSIBILITIES**

1. The Association shall maintain and keep in good repair as a common expense the following:
  - a. Common elements, including limited common elements, but excluding all improvements made to such limited common elements
  - b. Periodic cleaning and/or painting of exterior surfaces of the building, exterior doors, door frames and entry doors and door frames facing the hallway, as determined by the Board
  - c. Windows, window frames and casings *excluding* window locks.
2. The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. Such repairs will be complete only to the extent of being “paint-ready”.
3. The Association shall *not* be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain.

## **UNIT OWNER'S MAINTENANCE RESPONSIBILITIES**

1. Each owner shall have the obligation to maintain and keep in good repair all portions of his or her unit and all improvements made to the limited common elements assigned to the unit. This maintenance responsibility shall include, but not be limited to the following:
  - a. Window locks, doors, doorways, door frames and hardware that are part of the unit (except for periodic painting of the exterior surface of exterior doors and entry doors and doorframes facing the hallway).
  - b. All portions of the heating and air conditioning system.
  - c. All pipes, lines, ducts, conduits or other apparatus which serve only the unit, whether located within or without a unit's boundaries (including all gas, electricity, water, sewer, air conditioning pipes, lines, ducts, conduits or other apparatus serving only the unit).
2. No owner or occupant shall do anything which jeopardizes or impairs the integrity of any interior support beams which are load bearing beams.
3. In addition, the unit owner shall have the responsibility of the following:

- a. Keep in a neat, clean and sanitary condition any limited common element serving his or her unit including limitation, terraces and balconies
- b. Perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other units
- c. Report promptly to the Association or its agent any defect or need for repairs for which the Association is responsible

## **FINANCIAL GUIDELINES**

### **HOMEOWNER PAYMENTS**

1. Homeowner payments are due on the first (1<sup>st</sup>) of each month and late after the fifth (5<sup>th</sup>). Payments should be mailed directly to the lockbox at the address on the statement or coupon.
2. All payments should be mailed with the appropriate coupon. If payment is not accompanied by a coupon, the payment must reflect the account number that was assigned by Community Management Group and/or the individual unit number.
3. To avoid late charges, please allow plenty of time for the payment to be mailed, the check to be processed and the payment to be applied to the homeowner account. Typically, this is accomplished within five business days as long as all of the necessary information has been provided with the payment.

### **COLLECTION POLICY**

1. If payments are not received by the fifth (5<sup>th</sup>) day of the month, a late charge equal to ten percent (10%) of the amount owed will be charged to the account along with an administrative fee of fifteen dollars (\$15.00). These charges will be applied every month the account remains delinquent.
2. If an account remains delinquent for more than thirty (30) days a collection letter will be sent to the homeowner accompanied by a statement of delinquency. This continues for the sixty (60) and ninety (90) day delinquencies as well.
3. If an account remains delinquent for more than ninety (90) days the Board may choose to file a lien against the property.

4. If an account remains delinquent for more than one hundred and twenty (120) days, the Board may choose to seek legal counsel in order to collect the debt.
5. Further, all collection costs and fees, including reasonable attorneys fees and acceleration of the annual Association assessment levied against such unit, may be added to the delinquent owner's account.

## **VIOLATION NOTICES AND ESCALATION PROCESS**

1. If a homeowner or resident is found to be in violation of the Community Guidelines and/or the Master Deed, the unit owner will be issued a courtesy letter describing the particular infraction.
2. The offender will have seven (7) days to correct the noted violation without penalty. The unit owner must also notify the Association in writing once the violation has been corrected.
3. If the violation is not corrected within the seven (7) days a second notice will be mailed to the unit owner stating that if the violation has not been rectified within seven (7) days of the date of this second notice the Association will take one of more of the following steps.
  - a. Assessment of a one-time monetary charge of \$25.00 for a first offense, \$50.00 per occurrence for a second or more offense or a \$10.00 per day monetary charge for a violation of a continuing nature that remains uncorrected.
  - b. Issuance of a Cease and Desist Request
  - c. Suspension of the lot owner's right to use the recreational facilities and right to vote. Such suspension shall be for a period of not more than sixty days. However, for a continuing infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.
  - d. Application for injunctive relief of damages
  - e. Recovery of costs and reasonable attorneys' fees and,

The unit owner must notify the Association in writing once the violation has been corrected.

4. If the violation is corrected within the initial seven (7) days, but reoccurs within a twelve (12) month period the violation will be escalated. After a twelve (12) month period with no reoccurring infractions the violation process starts over.

## **COMMUNITY MANAGER CONTACT INFORMATION**

Manager -Jennifer Seabrook

[jseabrook@CMGCharleston.com](mailto:jseabrook@CMGCharleston.com) 795-8484 x 329

Coordinator -Kristina (Tina) Drahos

[tdrahos@CMGCharleston.com](mailto:tdrahos@CMGCharleston.com) 795-8484 x 330

It is our goal to respond to all homeowner inquires within a 24 hour period. Please understand that the managers are often on property so if yours is a more urgent matter contact the receptionist by dialing the main number and pressing zero (0). You may also contact us via the website at [www.CMGCharleston.com](http://www.CMGCharleston.com) and by clicking on the Contact CMG Charleston link.

**For More Information**

For specific legal information on the leasing, maintenance, architectural controls, use restrictions, etc., please see the Master Deed for The Battery at Park West. The Master Deed can be viewed in a searchable pdf document via the website at [www.CMGCharleston.com/BPW.htm](http://www.CMGCharleston.com/BPW.htm).