

**Guidelines
For
Community Living**

**Brickhope Plantation
Homeowners
Association, Inc.**

Revised October 14, 2009

**Managed by Community Management Group
843-795-8484**

SUMMARY OF THIS HANDBOOK

The Board of Directors is responsible for the administration of the affairs of the Association. The Board has authorized the management company (Community Management Group) to perform certain duties for the Association. These duties include:

1. Collection of Annual Assessments (H.O.A. dues)
2. Payment of bills to hired contractors
3. Preparation of monthly and annual reports
4. Assistance in collection of all fees & fines
5. Enforcement of Covenants Conditions and Restrictions (CC&Rs) and Bylaws.
6. Communications with homeowners regarding community affairs via Weblog, Newsletters, Mailings, etc.

Correspondence regarding the Association's business must be in writing and either e-mailed to Kristin Micalizzi kmicalizzi@cmgcharleston.com , faxed to (843) 795-8484, or mailed via U.S. postal service to:

Community Management Group
349 Folly Road, Suite 2B
Charleston, SC 29412

As required in the CC&Rs, Brickhope Plantation must receive Annual Assessments no later than the 1st of January. After January 30th and thereafter, the Association will charge a late fee and delinquent interest, which will be added to the past due amount. At sixty (60) days past due, Owners (Guests/Tenants) will not have access to the amenities (POOL, AMENITY CENTER, FITNESS ROOM) until account is paid-in full.

In general, Assessments cover the following expenses:

1. Landscaping/watering/care and maintenance of all common areas
2. Insurance: grounds and Amenity Center, Pool, Playground
3. General Maintenance & Repair (including painting/repairing street signs, doggie pots, pressure washing Amenity Center & Pool deck, checking repairing lights at entrance features, etc.)
4. Pool Maintenance Contract
5. Administrative fees (printing, postage, of mailings, statements, newsletters, violation Letters, etc.)
6. Pool, fitness center care and maintenance
7. Electricity/ water for all common areas (pool, irrigation, Amenity Center)

Assessment Collections

Payment of Annual Assessments is required for the Homeowner's Association to operate and provide services to the members. Collection policies provide for collection of late fees, interest, administrative fees and legal fees. Prompt payment of Association billings is required of owners.

Copies of the CC&Rs, By-Laws, Rules & Regulations and Architectural Guidelines can be found on the Brickhope website: <http://www.cmgcharleston.com/Brickhope.htm>

ARCHITECTURAL REVIEW PROCESS & LANDSCAPING

ALL exterior modifications and additions to include, but not limited to fences, satellite dishes, patios, sunrooms, screened porches, in-ground pools, trees, bushes, gutters, storm doors, signs, etc. MUST be approved by the Architectural Control Committee (ACC). All requests must be submitted in writing via an ACC Request Form and submitted to the ACC for review.

All significant modifications such as fences, screened porches, sunrooms, pools, large landscape changes, etc. require a \$75.00 Review Fee. This fee covers the cost of inspections, review and follow up for this and all requests made within one year from the date of the original application.

Modifications that DO NOT require the Review Fee but DO require plan review generally include trash enclosures, storm doors, small visible play equipment installations, satellite dishes, flowers, fertilizer, yard art, signs and similar minor projects.

MAINTENANCE OF PROPERTY: The appearance of each and every home in the community affects not only the overall look of the community but the individual property values within it. Property ownership in the community includes the responsibility for continued maintenance of all structures and grounds. This includes, but is not limited to keeping buildings and structures in good condition and repair, removing all debris, pet waste and unsightly materials and keeping all shrubs, trees, grass and other plantings neatly trimmed, properly cultivated and free of weeds.

All homeowners are responsible for inspecting their own property periodically to ensure that there is no faded or peeling paint, rotting wood, warped or loose siding, loose mortar or spalled masonry.

It is necessary that all wood surfaces such as door and window trim, bay windows, dormers and garage doors be caulked, sanded and painted periodically to keep them in good condition.

All decks, fences and children's recreation/play equipment must be kept in good repair. The homeowner must replace rotting or warped wood. It is strongly suggested that all wood (decks, fences and other structures) be treated periodically with transparent wood

preservative (further described in the section of these Guidelines regarding decks and fences) to maintain and enhance their condition.

Maintenance of Grounds: Homeowners are also responsible for the continued maintenance of all grounds and landscaping within their lots. The homeowner must keep grass, shrubs and trees neatly trimmed, properly cultivated and free of weeds and pet excrements and other debris. Homeowners may not allow trees, shrubs or plantings of any kind to overhang or otherwise encroach upon any sidewalk, street, pedestrian walkway, HOA common area or another homeowner's property.

Maintenance Summary: It is impossible to list and describe each and every component of a homeowner's lot that must be maintained and how it should be maintained. Suffice it to say that all exterior finishes, whether brick, metal, wood or any other material, should be maintained in a state of good repair. A state of good repair consists of ensuring that the unit and its entire component parts are maintained to new condition. Siding must be clean and free of significant warping or bubbling. Peeling paint and rotting wood evidenced by cracks and black mold or soft areas must be sanded, caulked and repainted. Homeowners must replace or, if possible, repair any rotted wood components. Windows, doors, garage doors, exterior roof and gable trim all need to be caulked and repainted on an average every few years. Paint on doors and shutters fade with time and even if it is not peeling, these areas and others described above need to be repainted on average every few years. Costly repairs may be avoided if these areas are inspected and routine upkeep is performed every year. These standards are designed to ensure not only that all homes look their best but also that costly repairs are not necessary because routine maintenance is performed in a timely fashion.

Guests

If you have guests, it is your responsibility to make sure that these guests abide by the community guidelines. If your guest breaks any of the rules and regulations, the Association can take action against you as if you had committed the violation yourself. One of the most important issues for residents is to make sure that their guests are respectful of not only rules and regulations, but of community residents in general

Residential Use

All residences shall be used for private residential purposes, generally. Any discreet in-home business must generate NO vehicular or pedestrian traffic and no noise, odor or other disturbance to neighbors. Commercially-marked vehicles addressed below.

Parking

According to your CC&Rs Parking in the Properties shall be restricted to four-wheel automobiles and passenger type vans, jeeps, and sport utility vehicles, and only within the parking areas therein designed and/or designated for such purposes. Commercial and commercially-marked vehicles are prohibited on the Properties, unless fully enclosed in a closed garage. No repairs shall be done on a vehicle unless fully enclosed at all times. No vehicle shall be left covered in a driveway for a period exceeding one (1) day.

Commercial Vehicles/Recreational Vehicles

No commercial or commercially-lettered vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. No parking on lawns shall be permitted.

Animals

No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except a reasonable number of dogs, cats, or other usual common household pets may be permitted; however, those pets which make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Owners, shall be removed upon the Board's request. If the Owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash no greater than 15 feet in length or carried by a responsible person outside the dwelling.

Nuisances

Any activity that omits foul or noxious odors outside the Properties or creates noise or other conditions, which tends to disturb the peace or threaten the safety of the occupants of other Properties;

Hazardous Materials

Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of such Property or operation of any permitted business. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Trash

No rubbish, trash, garbage, or other waste material shall be permitted except in containers located in appropriate areas. Trash shall be placed on curb no earlier than dusk the day prior to collection and empty receptacles shall be removed from curb by dusk on the day of collection. Receptacles shall be kept in enclosed garages or screened from view from road.

Satellite Dishes

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Lot or Common Area, except in compliance with any standards imposed by the ACC. The ACC requires that owners choose the most discreet location possible where signal reception is still viable. This may require screening.

Subdivision of Lot and Timesharing

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. No Lot shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years.

Outside Storage

Except as permitted by the Board, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any Lot.

Irrigation

No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person shall obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

Air Conditioning Units

No window or wall air conditioning units may be installed on any Lot.

Septic Tanks

Septic tanks are not permitted on any portion of the Property, except for sales centers, models, or construction offices.

Fuel Storage

No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted if approved in accordance with Article XIII of the CC&Rs.

Unsightly Conditions and Use of Common Property

The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Lot.

Items of any kind may not be placed on any storm drain within the community at anytime. If the storm drain is damaged by any means, the property owner responsible is required to make repairs. All repairs must be made within thirty (30) days of the damage. The Compliance process applies to this violation.

Covenants Enforcement

Brickhope Plantation Homeowner's Association is obligated to enforce or cause to be enforced the requirements of the Covenants Conditions and Restrictions for the Association, these Guidelines for Community Living and other rules which may be adopted and/or published from time to time. Enforcement actions will include notification by letter to the address of record for the owner. Sanctions will include fines of \$25 (for a minor first violation after a warning notice, generally) to \$400 per infraction, and may be imposed with or without prior notice of the infraction. Fines will be imposed against the owner's account and collected as an Assessment. Subsequent action may include legal action and correction of the violation by the Association, the cost of which is charged to and payable by the property owner.

Rules and Regulations

The Board of Directors will be entitled to promulgate reasonable rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Lots and Common Area. Copies of the current Rules and Regulations will be made available to Owners and lessees of Owners.

Violation Letter and Compliance Process

The Board of Directors will institute a Covenants Violation Inspection Policy based on these guidelines that the management company will follow for weekly inspections. If an occurrence is noted the following notification procedure is standard:

- 1) A courtesy letter will be sent to the owner allowing ten (10) days to correct the noted occurrence observed.
- 2) If the original occurrence is not corrected the owner will be sent a letter that will include a \$25 fine and a specific date to correct the issue.
- 3) On the third infraction the fine will increase to \$50.
- 4) On each week/infraction thereafter until the seventh visit, the fines will double. On the seventh week/infraction if the violation still exists the fine will go to \$10 per day. Any court costs will assessed to the owner's account. Owners are allowed seven (7) days between inspections to correct the violation.

Please be aware that each fine added to a homeowner's account is collectible as an assessment. Any unpaid balance will be subject to administrative and delinquent fees/interest based on the Collection Policy for Brickhope Plantation Homeowner's Association. At any point the Association may undertake to correct the violation at the Owner's expense in accordance with the Documents and any violation of any of these preceding restrictions shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Owners and the Board shall have the powers and duties as are set forth in the Association Documents.