

**Brownswood
Village Property
Owners Association
Rules
and
Regulations**

May 15, 2019

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1. Introduction

The Rules and Regulations of Brownswood Village Property Owners Association (“Association) are established by the Board of Directors of the Association under the authority described in the governing documents for the Association. These rules and regulations may be expanded, amended or repealed by the Board of Directors of the Association, at its sole discretion. In any conflict between these rules and regulations and governing documents, the governing documents control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the common area by third parties for purposes felt to benefit the community and to impose sanctions for violations of governing documents, rules and regulations and policies.

All members and residents have the right to enjoy and use the Association property. Guests are welcome and accommodated when their participation does not infringe on the right of enjoyment of the members and residents. The Association shall apply and enforce these rules and regulations with members and residents equally.

Brownswood Village Property Owners Association Board of Directors

President

Date

Vice-President

Date

Secretary

Date

Treasurer

Date

2. Assumption of Risk

All use of the Brownswood Village Property Owners Association to include the Association facilities and all participation in Association programs are purely voluntary.

Correspondingly, the recreational nature of all activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a resident or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.

3. Code of Conduct

The following outlines the Code of Conduct that shall be adhered to within the Community. Comments and complaints are to be civilly directed to the Association Property Manager. The Property Manager shall require that the complaint be submitted in writing before taking action.

- Residents, occupants, guests and staff must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents, occupants or guests.
- Residents are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as set forth herein for residents.
- Residents, occupants, guests and staff will refrain from loud, profane or indecent language.
- Residents, occupants, guests and staff will not harass or accost any other resident, or an occupant, guest, Association employee, director, officer, committee member or any other person.
- Residents, occupants, guests and staff will not compromise the safety of others by their actions.
- Residents will be held responsible for any damage to Association property caused by the resident and/or the resident's occupants or guests.
- Residents, occupants, guests and staff shall not interfere with the management of the Association or reprimand or discipline any Management employee. Comments and complaints are to be civilly directed to the Property Manager. The Property Manager shall require that the complaint be submitted in writing before taking action on the complaint.

- Any resident who violates this code of conduct or who violates an Association rule or regulation is subject to disciplinary action which may include suspension of resident privileges and/or monetary fines as determined by the Board. Such fines shall be assessed to the residents account and collected in accordance with established collection policies.
- Safety is paramount and any resident or guest not adhering to the rules and regulations stated herein and/or posted or otherwise obvious safety rules, may be asked to leave any Association facility or program with respect to safety, proper decorum and sanitation, The Association staff's judgment will prevail in all instances.

4. Playground

The playground is to be used during daylight hours only. Children shall be monitored at all times by a responsible adult and shall never be left unattended.

5. Assessment Collection and Fines

I. DEFINITIONS

HOMEOWNER: The legal owner or co-owners of a home in the Brownswood Village Property Owners Association. Also, referred to as a Member in the Declaration of Covenants, Conditions, and Restrictions for the Association.

MANAGEMENT COMPANY (RD Neal Property Management, LLC): The Property Management Company contracted by the Association to handle its business affairs.

GOOD STANDING: Association members who are delinquent in their assessments and/or who have outstanding violations can be restricted from voting and taking office as a Board of Directors Members or as a Board appointed Committee Member

II. CHARGES

A. Authority

The authority for the Association to assess late fees and penalties for late payment of assessments is granted under Article 6, Section 11.1 of the Declaration for Brownswood Village Property Owners Association.

B. Late Charge

1. Any Assessment not paid within 30 days of its due date will incur a Late Charge of 16% payable to the Association plus an Administrative Fee of \$20.00, payable to the Management Company, is charged on any amount not paid within 30 days of the due date.
2. Brownswood Village Property Owners Association Board of Directors, at its discretion and upon receipt of a written request from the Unit Owner, may waive

the Late Charge. The fee will be waived only after the Board has received confirmation that the past due amount has been paid in full. The late charge will only be waived one time for any Homeowner; any subsequent late charges incurred by that Homeowner will not be waived. Waiver of the Administrative Fee is left to the discretion of the Management Company.

C. Interest Charge

Interest, which shall be paid to the Association, is charged beginning 30 days after the due date at a rate of sixteen (16%) per annum, on the Assessment only.

III. COLLECTION POLICY

A. General Provisions:

1. All assessments shall be received by or before the due date. Payments received more than 30 days after the due date will be assessed a Late Charge and Interest as described above.
2. A Homeowner may stop the collection process at any time by paying his/her delinquent balance in full or upon an approved payment plan. The unit owner may contact the Management Company but the collection process will only stop with payment in full or by an approved payment plan.
3. Payment plans will be permitted only in cases of hardship, such as loss of employment, or if otherwise permitted by the Board. The periodic payments on a plan will be made by bank draft only. Owners paying according to a payment schedule will not be assessed penalties Late Charges by the Association. A non-refundable Administrative fee will also be charged for all approved Payment Plans.
4. All Payments received will be applied to any late charges, fines and/or fees owed on the account, before being posted toward any assessment balance.

B. STEP 1: Reminder Notice (D1)

If the account is delinquent 30 days after the due date, the Management Company will send a reminder notice (D1) to the Unit Owner charging the Unit Owner's account a \$20 Administrative Fee in addition to applicable late fees.

C. STEP 2: Certified Letter (D2)

The Management Company will send a Certified Letter (D2) 30 days after the D1 to a Unit Owner, charging the Unit Owner's account a \$35.00 Administrative Fee in addition to applicable late fees and interest charges.

D. STEP 3: Pre-Lien Notice (15)

Fifteen (15) days after the mailing of a Certified Letter (D2) to a Homeowner, the Management Company will send a pre-lien notice to the Homeowner. The pre-lien letter will inform the Homeowner that they have fifteen (15) days to remit payment in full before incurring any attorney fees and/or costs, and charging the Homeowners' account a \$20.00 Administrative Fee for the cost of collection in addition to applicable late fees.

E. STEP 4: Lien Request (LR)

1. If the outstanding balance of a delinquent account is not paid by the date specified on the Certified Letter (D2, as described in Step 2), a lien request is made to the Attorney. There is a \$35.00 Administrative charge for the cost of collection charged to the Homeowner's account in addition to applicable late fees.
2. Once the account is turned over to the attorney, Management can no longer have contact with the Unit Owner. The Homeowner must contact the attorney directly.

F. STEP 5: Lien Filing

The attorney files a lien on the property and writes a demand letter and copy of the lien to the Unit Owner, demanding payment in full within thirty (30) business days and advising that if payment is not made within the specified thirty (30) day period, foreclosure proceedings may begin. All costs incurred are the responsibility of the delinquent Unit Owner.

G. STEP 6: Foreclosure

Thirty (30) days after the lien is filed the Board of Directors can approve to begin proceedings to foreclose the lien. All costs incurred, including but not limited to the cost of collection are the responsibility of the Unit Owner. There is a \$35.00 Administrative charge for the cost of collection charged to the Unit Owner's account in addition to applicable late fees.

6. Burning/Dumping/Littering

Residents and guests are prohibited from burning and or dumping lawn/garden waste or any other items on their property as well as on common areas of the Association.

Littering is prohibited and residents may be fined.

7. Common Property

- Residents are not to plant, cut, mow, trim, cultivate, remove, build on, install any devices or otherwise modify common areas or plantings on common grounds.

Aquatic plantings are not to be chemically treated nor physically removed from the water's edge of lagoons.

- Swimming and/or boating is prohibited in all lagoons.

8. Community Postings

The Property Manager will approve all postings on bulletin boards. The judgment of Association staff with respect to decorum will prevail at all times.

- Religious literature may not be posted on bulletin boards other than schedules of worship services or holiday events. Political literature may not be posted unless required by law.
- Commercial solicitation materials may be placed on bulletin boards under certain circumstances as approved by the Property Manager.
- Announcements: The Association also may post time-sensitive or special announcements on bulletin boards.
- Residents may post community flyers on the bulletin board with prior approval by the Property Manager.

9. Exterior Sound Emitting Devices

Any exterior sound emitting devices (speakers, sound players, insect/animal repellants, chimes, etc.) shall not create audible nuisance to any neighbors. As outlined in the Town of Johns Island noise ordinance.

10. Holiday Decoration/Lighting

Home decorations, home lighting, temporary statues, artifacts, and other holiday decorative landscaping accessories are to be unobtrusive and displayed only for a period of 30 days prior to a holiday season; all such holiday decorations shall be removed no later than 30 days after the holiday.

11. Vehicle Usage and Access to Brownswood Village Property Owners Association:

11.1. Golf Carts/Mopeds

- All residents must abide by South Carolina laws governing golf carts and mopeds.
- Golf carts are allowed only on roadways and are strictly prohibited on sidewalks, including those in residential areas, turf landscape areas, around lakes or lagoons, wetlands, in pool, and children's park.
- The number of passengers cannot exceed the golf cart's seating capacity.

11.2. Parking

Parking rules apply to all residents, guests, employees and service providers.

- Vehicles include automobiles, trucks, boats, trailers, motorcycles, golf carts, campers, vans, and recreational vehicles.
- Resident's vehicles may be parked in a resident's garage, driveway, or parking pad.
- Temporary guest on-street parking is allowed.
 - Unless deemed necessary, vehicles may not be parked between 2:00 a.m. and sunrise on community streets. In order to be deemed necessary, residents will need to receive approval from the Property Management Company and the Board.
- Parking should not impede the flow of traffic.
- Parking against the flow of traffic is prohibited.
- Parking at stop signs is strictly prohibited.
- Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Association except in enclosed garages.
- Moving vans, trailers, and portable moving/storage units must be parked in driveways for no more than 72 hours. If additional time is needed, contact the Property Manager for consideration of additional time.
- Only vehicles with clearly displayed valid handicap parking identification shall be permitted to park in street at any time.

11.3. *Boats/Recreational Vehicles/Trailers*

Recreational vehicles may only be stored in Resident's garages.

12. *Pets*

- Owners must not allow dogs to soil private property.
- Owners must remove all waste from roads and common areas.
- Raising, breeding or keeping of animals or poultry of any kind is prohibited. Refer to the CC&Rs for additional information as it relates to animals and pets.
- Pets permitted to roam free or that make objectionable noise, endanger the health or safety of residents or occupants or other permitted pets, or constitute a nuisance or unreasonable inconvenience to other residents shall be removed upon request of the Board of Directors. If the pet owner fails to honor such request, the Board of Directors may remove the pet.

13. *Residential Property*

13.1. *Leasing/Property Rental*

- Owners may lease or rent their property in accordance with the applicable CC&Rs.
- Property may only be leased in its entirety.
- All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration, the Articles, Bylaws, of applicable rules and regulations, or of any agreement, document or instrument governing the Lot Property.
- A copy of the lease must be provided to the Association prior occupancy by the tenant.
- The Residential Owner of a leased Property shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant.
- Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.
- Owner must provide the lessee copies of the Declaration, by-laws, and the Rules and Regulations.
- The Board may adopt reasonable rules regulating leasing and subleasing.

13.2. *Landscape Maintenance*

- Owners must maintain/improve their landscaping to the standard from their move-in.

14. Service Providers

- Vendors, contractors and other service providers are permitted entry only for the purpose of authorized work at a designated project or deliver to a particular residence address.
- Service providers are not permitted to solicit work or distribute flyers or other advertising material.
- Service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways. Dumpsters shall be covered at all times when work is not being performed. Any damage to common areas shall be reported to the Association management immediately. Residents who allow contractors into the Brownswood Village Property Owners Association are responsible for any damage the contractor does to common areas.
- Service providers are allowed to park vehicles on the streets in front of homes. They should place orange cones around large vehicles.

14.1. Service Provider Advertising

Vendor solicitation at homes or on common area property is prohibited. However, solicitation may be authorized from time to time by sponsorship of community wide events.

15. Signage

Posting of signs of any kind is prohibited except those required by law, including posters, circulars and billboards; provided, those adopted by the Board.

15.1. For Sale/For Rent

“For Sale”, “For Rent”, open house direction signs or other commercial signage is not permitted on a lot, house (inside or outside), vehicle, or common area without BOD approval.

15.2. No Soliciting

Residents may not post “No Soliciting” signs. If approved by the Board of Directors, a “No Soliciting” sign may be placed at the Association entrances.

15.3. Security/Alarm

Residents who contract for security/alarm systems may post one single sided small sign from that company:

- Near or on the front door, or in a window;
- professionally prepared from the company;
- not to exceed two feet high above grade in the front yard and located within the setback criteria;
- not exceed 72 square inches if placed in the ground;
- not to exceed 16 square inches if placed in a window.

16. Trash Containers

Garbage, trash, refuse or rubbish that is required to be placed at the front of Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 pm on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All containers, dumpsters, or garbage facilities shall be stored inside a Living Unit or fenced in area and screened from view and kept in a clean and sanitary condition.

17. Violations & Fine Policy

17.1. Notice

Prior to imposition of any fine, the Property Manager shall serve the alleged violator on behalf of the Board of Directors with written notice including:

- First Notice- Homeowners will receive a notification of the nature of the alleged violation; homeowner must resolve within "7" days of receiving the notice
- Second Notice- If the violation is not resolved within "7" days, the homeowner will receive a fine (amounts stated on page 15) and will have "14" days to resolve the violation.
- Third Notice- If violation is not resolved in another "14" days, the homeowner will receive another notification, and the fee will then double.
- Fourth Notice- if violation persists, the fee will then triple and next steps may result in legal action.

Unless a timely request for a hearing is received by the Board, the sanction stated in the notice shall be imposed. The Board of Directors may suspend the proposed sanction if the violation is cured or if the resident begins the cure within 30 days. The Board of Directors is not obligated to suspend the sanction. Any suspension does not waive the right to sanction future violations of the same or other violations.

17.2. Board of Directors Hearing

If a hearing is requested within 14 calendar days, the hearing shall be held before the Board of Directors, in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard.

18. Wildlife/Fireworks

The lagoons, ponds, streams and other bodies of water within the Association are provided for storm water protection and aesthetic purposes and are intended for limited use as a recreational facility for fishing, pursuant to the rules and regulations established by State and Local Government and by the Board of Directors. Certain areas are designated as wetlands or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers and the U.S. Department of Agriculture.

Residents are not permitted to introduce any fish, plants or items into the lagoon system. Residents are prohibited from capturing, trapping or killing wildlife. Residents are prohibited from feeding wildlife except they may feed birds in approved bird feeders.

Alligators are native to South Carolina and are present in lagoons located within the community. Feeding, caring, taunting or playing with any alligators in the Brownswood Village Property Owners Association is prohibited. Alligators are strictly protected by South Carolina law and when residents are found to have been feeding them, they must be removed and destroyed and residents will be fined.

18.1. Fireworks

The use of fireworks is strictly prohibited throughout the Association.

18.2. Fishing

- Fishing is permitted on a “catch and release” basis only.
- Residents and their guests are permitted to fish in the pond except those areas directly behind residential properties. However, residents owning property next to the pond are permitted to fish on their property or common area located directly behind their property.
- Brownswood Village Property Owners Association is a private community and therefore fishing licenses are not required and it is not necessary to comply with state, local, or federal fishing regulations.
- Residents should be aware that alligators are often attracted to fish as they are being caught.

18.3. *Hunting*

Hunting with any type of weapon and discharge of firearms is strictly prohibited on the property of the Association. Invasive animal species must be managed in accordance with state regulations.

Exhibit A – Monetary Fine Schedule

The following schedules are subject to change at the sole discretion of the Board.

\$25 for the following:

- Unkempt yard maintenance, including properly edging
- Unleashed pets off of owner's property
- Creating a nuisance, such as a loud party, loud radio/TV, etc.
- Unapproved signs
- Other violations of Rules and Regulation or Covenants, Conditions and Restrictions

\$50 for the following:

- Failure to pick up animal waste and/or improper waste disposal

\$ 75 for the following

- Failure to maintain personal property

\$ 100 for the following

- Overnight Parking in Street
 - Note: vehicles parked in street shall be towed at the owner's expense if overnight parking violation occurs three (3) time within a twelve (12) month period.
- Harassment (physical or verbal) directed toward any resident, guest, employee, director, officer or committee person.
- Feeding wild animals excluding bird feeders

\$500 plus cost of repair for damage to Community Property

- Depositing any substance into storm drains or lagoons.
- Chemically treating or physically removing aquatic plantings from lagoons
- Cutting, dumping of any material, or disturbing designated wetlands
- Cutting, mowing, removing, or adding additional plantings to common area property
- Misuse or Damage to Common Area property

\$100 No Permit Fee for Modifications To Residential Property:

- Starting or completing a Modification to the exterior of a residence without applying for a Modification Permit. For every month the violation remains un-remedied as mandated by the Architectural Control Authority, the fine will be doubled.

For subsequent occurrences of the same offense within a twelve month period fines may not be waived, fines are doubled and tripled respectively for second and third offenses and the fourth offense will be cause for loss of Association privileges.

The Property manager is authorized to levy fines and other sanctions commensurate with the nature of the violation. Specifically, warnings for first-time offenses are intended to serve as a courtesy to residents for inadvertent violations or minor infractions.

Warnings are not mandated for all first-time offenses and are not to be given to those violations that any prudent and reasonable person would consider serious in nature. In all situations, the Property Manager's judgment will be applied consistently and equitably and will be premised on similar actions that would be taken by any prudent and reasonable person.