

BRIDGES CROSSING SUBDIVISION

ACCORDING TO OUR COVENANTS ARTICLE VI, SECTION 6.1 GENERAL -MAY MODIFY ...RULES AND REGULATIONS APPLICABLE TO THE COMMUNITY. SUCH USE RESTRICTIONS AND RULES SHALL BE DISTRIBUTED TO ALL OWNERS AND OCCUPANTS PRIOR TO THE DATE THAT THEY ARE TO BECOME EFFECTIVE AND SHALL THEREAFTER BE BINDING UPON ALL OWNERS AND OCCUPANTS UNTIL AND UNLESS OVERRULED, CANCELLED, OR MODIFIED IN A REGULAR OR SPECIAL MEETING BY A MAJORITY OF THE TOTAL ASSOCIATION VOTE.

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UPDATED FINES* October 2019

Updates since the August Updated Fines filing are indicated in bold.

Association neighborhood fees are due on the 1st of each month (Master dues January 1st of each year).

TRASH CANS

Covenants and Bylaws, Article VI, Section 6.5 Architectural Standards, (s) Garbage Cans.

All garbage cans,shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garage shall be regularly removed and shall not be allowed to accumulate
Page 18.

Mauldin City requirements: trash cans/recycle cans are to be put out no earlier than 7:30 pm on the night before-Wednesday (Thursday is our trash pick-up day) and returned to your garage or behind your fence or a screen (approved by the Architectural Review Committee) by no later than 7:30 pm on Thursday. As many of our residents work and get home late the POA Board has agreed to extend the return day to be no later than 7:30 pm on Friday. If you will be out of town, ask a neighbor to bring in your cans for you or ask them if you can put your trash in their cans before you depart. If your cans remain out you will receive:

- First a warning letter
- If left out at any time within the subsequent **week** resident will receive a violation letter and \$25 fine
- If observed left out again within the subsequent 2 weeks of the first violation letter and fine, the resident will receive a violation letter and a \$75 fine
- EVERY subsequent violation letter after being fined the \$75 will result in a \$100 fine
- Reset after six months of abiding to rules

MAINTENANCE

COVENANT REMINDERS

ARTICLE V – Maintenance & Conveyance

... Section 5.1 Association's Responsibilities

...

(f) All maintenance shall be performed consistent with the Community Wide Standard.

...Section 5.2 Owners' Responsibilities

*...the Owner...shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner....the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance...with reasonable particularity....**The Owner shall have ten days after receipt of such notice within which to complete such maintenance...or...to commence such work which shall***

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be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be an assessment. (Pgs. 13-14)

ENCLAVE, CREEKSIDE, RESERVE RESIDENTS

Section 2.3 Installation and Maintenance by Owners

Maintenance of all portions of the dwelling and DRIVEWAYS serving the lots and any landscaping installed by Owners shall be the responsibility of the Respective Owners. ... Owners and their successors-in-title shall maintain any additional landscaping the Owner plants on the Lot.

...Section 2.6 Standard of Performance

All maintenance and activities in the [neighborhoods] shall be conducted in accordance with the Community Wide Standard.

The Association defines Community Wide Standard as maintaining the Lot as specified in the landscaping contract, including cutting of lawns **weekly during growing seasons**, trimming of bushes, edging along walkways and driveways, applying weed and feed and fertilizer products to maintain the lawns. For the neighborhoods of Creekside, Enclave and the Reserve, this work comes under the landscaping contract.

To maintain the Community Wide Standard, however, it is also the Owners' responsibility to power wash and/or paint homes, power wash sidewalks in front of resident's property and to their homes, and power wash driveways each year as necessary.

If any resident in any of the neighborhoods of the Bridges Crossing Community fails to maintain their Lot and exterior residence to the Community Wide Standard, they will receive:

- a warning letter to power wash their home or sidewalks and driveway or complete necessary maintenance, repair or replacement will receive a Notice to do so within ten days as set out in: Covenants, Section 2.6 Standard of Performance and 5.2 Owners' Responsibility, and contact management when such work will be completed.
- If Management receives no acknowledgement to the warning letter or it is found the Owner has not commenced or scheduled necessary maintenance, the Association will schedule necessary maintenance and the Owner will be assessed for such costs as permitted under Section 5.2.

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GARDENS RESIDENTS

COVENANT REMINDERS

ARTICLE II – Rights & Responsibilities

...Section 2.6 Standard of Performance

All maintenance and activities in the Gardens shall be conducted in accordance with the Community Wide Standard.

The Association defines Community Wide Standard as maintaining the Lot and residence as it is in the rest of the Bridges Crossing Community neighborhoods as provided by their landscaping contract, including cutting of lawns **weekly during growing seasons**, trimming of bushes, edging along walkways and driveways, applying weed and feed and fertilizer products to maintain the lawns. In addition to maintain the Community Wide Standard, however, it is also the Owners' responsibility to power wash and/or paint homes, power wash sidewalks in front of resident's property and to their homes, and power wash driveways each year as necessary.

The Gardens neighborhood is not under a community landscaping contract and those Owners must maintain their own Lots and residences. If any resident in the Gardens of the Bridges Crossing Community fail to maintain their lawn and residence to the Community Wide Standard, , including cutting of lawns **weekly during growing season**, trimming of bushes, edging along walkways and driveways, applying weed and feed and fertilizer products to maintain the lawns, power washing, they will receive:

- **Warning letters for lawn maintenance will no longer be sent as residents have to approve and sign the Community Covenants and Rules and By-Laws document on purchasing property, and therefore, are fully aware of their responsibilities. If a resident will be out of state and does not have a landscaping company scheduled to maintain their property, they should contact management.**
- **A violation letter and a \$50 fine will be sent when a resident does not maintain their lawn.**
- If no response within the next subsequent **ten days** of the first violation letter and fine of \$50 resident will receive a second violation letter and a \$75 fine
- EVERY subsequent violation letter, after being fined the \$75, will result in a \$100 fine
- Reset after six months of abiding to rules
- Any resident who has received a warning letter to power wash their home or sidewalks and driveway will receive a Notice to do so within ten days as set out in: Covenants, Section 5.2 Owners' Responsibility - any maintenance or repair not completed will be contracted to be completed by the Association and the resident will be charged for the services. If such maintenance is not completed or reported to Management as scheduled to be completed the Association will provide such work and assess the Owner all costs associated with such maintenance or repair.

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Parking Fines

As set out in our Covenants and Bylaws:

Article VI, Section 6.5 Architectural Standards, (i) Vehicles. ...all vehicles shall be parked within such parking areas. Where the lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. ... (1) No vehicle...may be left upon any portion of the community for a period longer than five (5) days, unless it is stored in a garage or stored in another area designated or approved by the Board... pp. 15-16

And, also see, Supplementary Covenants Article II, pp. 2-3:

Section 2.5 Restrictions on Owner Activities... prohibited (b) parking vehicles anywhere except in the enclosed garage serving the Lot or in appropriately designated parking areas. Owners and occupants of a lot shall not park, or permit to be parked, more vehicles on a lot than parking spaces contained in the lot's garage and driveway area. Any visitor parking areas shall not be occupied on a permanent or recurring basis by Owners or occupants. (c) garages shall be used for vehicle parking...which restrict vehicle parking; (d) Owner, occupants, and guests shall not block streets...and violators shall be subject to immediate towing and removal of such vehicles. ...

- Parking on grass and/or sidewalk...immediate towing AND letter and \$100 fine. Towing expenses will be charged to the resident. The resident will be charged if it is his or her guest's vehicle that is in violation.
- Parking on streets in the Enclave or Creekside, as posted – immediate towing and \$50 fine.

Parking on Lea Gail by residents or their guests on a recurring basis within the Guest Parking designated areas is prohibited by our Covenants and Bylaws. A limited area has been designated for guest parking as approved by the City of Mauldin's Town Council. If a guest is expected to be visiting an extended period, it must be cleared through Management and the Property Owner's Association Board. Those requests will be dealt with on an individual case-by-case manner.

Residents Parking Anywhere on Lea Gail Way on a recurring basis will receive:

- **Warning letters for parking infractions will no longer be sent as residents have to approve and sign the Community Covenants and Rules and By-Laws document on purchasing property, and therefore, are fully aware of their responsibilities.**
- **If a vehicle is recorded as parked anywhere on Lea Gail Way within a five day period on a permanent or recurring basis the resident will receive a violation letter and \$25 fine. Moving a vehicle from one location to another on Lea Gail Way does not exclude a resident from that five day period.**
- If parked again on Lea Gail Way thereafter resident will receive a violation letter and a \$50 fine
- Every subsequent violation will result in an additional \$50 fine
- Reset after six months of abiding to rules

Service vehicles should be parked on driveways **of residents who contracted them**, otherwise these should be clearly identifiable as a service provider and should not remain on street for more than 2 hours without prior approval from Property Management and the POA Board. **Service vehicles found**

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parked in cul-de-sacs in Enclave and Creekside posted with No Parking signs will be towed. Service vehicles found parked on the streets of Enclave or Creekside, where there are No Parking/Towing signs, will be towed. It is the responsibility of the resident involved to inform any service providers.

Architectural

An Architectural Review Committee form must be submitted to the Property Owners' Association Board and approved.

Covenants and Bylaws, Section 6.5 Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, ... as is approved by, an Architectural Review Committee...

Concern: Residents making alterations to their lots may damage existing irrigation, gas, or electric lines or installing new trees that have the characteristic of growing too large for our lots that may encroach on the fencing or the lots of other residents, or any additions that may be unsightly or do not meet our Community-Wide Standard.

- First a notification to correct within 30 days will be sent to resident
- A 2nd notice, after 30 days, will be sent via certified mail and a \$50 fine will be added to resident(s)' account
- A 3rd notice and any subsequent notices every 30 days for the same violation will result in a \$100 fine added to resident(s)' account with each notice served via certified mail

Dog Waste Maintenance

Pursuant to Section 6.5 (m) ...Pet owners shall be required to remove animal wastes left by their pets from Lots, Common Areas, street, etc. in a timely manner.

It unfortunately has become a common practice for some owners to not remove animal wastes left in their lots especially on the days of yard maintenance by our landscapers. **This is a health issue under the City of Mauldin's ordinances and is an inconvenience to have landscapers report they cannot maintain a particular lot and have to return at a later time or not until the following week due to animal wastes. Your neighborhood is then paying for a service that is not done.**

- **Warning letters for Dog Waste maintenance will no longer be sent as residents have to approve and sign the Community Covenants and Rules and By-Laws document on purchasing property, and therefore, are fully aware of their responsibilities. Covenant Section 6.5(m) – Pet owners shall be required to remove animal wastes left by their pets...in a timely manner.**
- If waste is not removed at any time prior to the next scheduled lawn maintenance, resident will receive a violation letter and \$25 fine
- EVERY subsequent violation letter after that resident will incur \$25 fine
- Reset after six months of abiding to rules

Nuisance Barking

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The City of Mauldin's ordinance *"Sec. 6-13 Nuisance animals; acts deemed a public nuisance: (a) It shall be unlawful for any person to own ...an animal in a manner so as to constitute a public nuisance. ...(7) Allowing or permitting an animal to bark, bay, whine ...in an excessive, continuous, or unreasonable fashion, or to make other noise in a manner so as to result in a serious interference with the reasonable use and enjoyment of neighboring premises."*

Our Covenants *"Section 6.5(m) Animals and Pets: ...Pets which endanger health, make objectionable noise, or constitute a nuisance ...must be removed by their owner upon request of the Board. And "Section 6.5(n) Nuisance:shall any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property..."*

The City of Mauldin's quiet time in a residential area is between the hours of 10:00 p.m. and 7:00 a.m. Some residents work shifts where they sleep during the day and work at night so it is expected that residents would be considerate when they leave their dog(s) out in the yard and they bark that the resident owner brings them back into their home.

- Warning letters for Nuisance Barking will not be sent as residents have to approve and sign the Community Covenants and Rules and By-Laws document on purchasing property, and therefore, are fully aware of their responsibilities.
- If a complaint is filed with management of a dog or dogs being permitted to bark in an excessive, continuous fashion at any time, but especially during the times of 10:00 p.m. and 7:00 a.m. the owner of that animal will receive a violation letter and \$25 fine. The fine is the resident's warning they need to control their dog.
- EVERY subsequent violation letter after that resident will incur \$25 fine
- Reset after six months of abiding to rules

Rental Properties

Pursuant to our Covenants, Rules and Bylaws Section 6.5(k) *"...All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association..."*

It is the obligation of the Owners of rental properties to provide the Association with acknowledgement that this has been done. There are good landlords and good tenants, but the Association has had difficulties with some that do not comply with our Covenants and Rules and in emergency situations the Association was unable to reach the tenant or the property owners.

Consequently, all owners of properties used as rentals in the Community must provide:

- Within thirty days provide the Association with the tenant(s) name(s), contact information- both email and telephone, and make and model and the license plate number for every vehicle associated with that tenant or tenants.

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- Upon a change in tenant(s), within thirty days provide the Association with the new tenant(s) name(s), contact information-both email and telephone, and make and model and the license plate number for every vehicle associated with that tenant or tenants.
- Within thirty days of a lease being signed, Owners of rental properties must provide the Association, in writing, with a signed Acknowledgement by the tenants(s) that they have received a copy of our Covenants, Bylaws and Rules and have been given the Community's website address so they have easy access to those documents as well.
- If these are not provided within the thirty days a fine of **\$50** will be assigned to the Owner(s) account
- If after the subsequent two weeks this documentation is not provided a fine of **\$100** will be assigned to the Owner(s) account.
- If it is found that there is complete noncompliance, it will be construed that the failure to do so would be a representation that the property is not currently being leased, BUT if it is found to be leased a **\$500** fine will be assigned to the Owner(s) account.

*Updated from August 2019