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BY-LAWS, RULES AND REGULATIONS AND GUIDELINES OF MERIDIAN PLACE HOMEOWNERS ASSOCIATION, INC.

The undersigned John J. Dodds, III, attorney for Meridian Place Homeowners Association, Inc. ("Association"), does hereby certify that the attached nineteen (19) pages constitute the current Bylaws, Rules and Régulations and Guidelines of Association and are being recorded in the Register's Office for Charleston County, South Carolina in accordance with the requirements of Section 27-30-130, Code of Laws of South Carolina, 1976, as amended.

WITNESS my hand and seal this 8th day of January, 2019, at Mount Pleasant, South Carolina.

____(Seal)

ohn J. Dodds. III

CISA DODDS, LU 858 LWCOUNTRY BLVD SUITE 101 MOUNT PLEASANT, SC 29464

By-Laws Of Meridian Place Homeowners Association

Article I Identity

Section 1. Name. The name of the corporation is to be Meridian Place Homeowners Association (hereinafter referred to as the "Association"), which was created and exists under the laws of the State of South Carolina.

Article II Definitions

Section 1. General. All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in that certain Declaration of Covenants and Restrictions for Meridian Place dated February 8, 2000 and recorded in the office of the Clerk of Court for Charleston County, South Carolina ("Declaration"), certain provisions of which Declaration may be repeated in full or in part and may be renumbered as they appear herein.

Article III Membership and Voting Provision

Section 1. Membership. Every owner shall be a member of the Association. In the case of multiple ownership of an residential lot in Meridian Place, including by partnership or corporation, the name of the owners shall be submitted to the Company and/or the Association and only the designated owners shall be entitled to access the facilities of the Association as a member of the Association.

Section 2. Voting Rights. The Association shall have one (1) type of regular voting membership. The members shall be all those owners of residential lots. A member shall be entitled to one (1) vote for each residential lot he owns. When the property entitling the owner to membership as a member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-incommon, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then an instrument shall direct who shall cast the vote or votes, and it or a copy thereof shall be filed with the Secretary of the Association.

Section 3. Cumulative Voting Prohibited. Each member shall be entitled to the number of votes he is ordinarily entitled to, based on his ownership of property and may cast that number of votes for each Director to be elected, but may not cast all of such votes for any one (1) Director, and all votes must be cast in whole numbers and not fractions thereof.

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Section 4. Member to have power of Referendum in Certain Instances. Where specifically provided for herein, the members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by referendum including, without limitation, whether the levy by the Association of any special assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event that more than two-thirds (2/3) of the votes actually returned to the Association within the specified time shall be in favor of such action. The referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring referendum without complying with the provisions therefore. In the event of a dispute as to whether a referendum is required, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the members, subject to referendum, a petition, signed by not less than fifty percent (50%) of the total membership of the Association or signed by a majority of the Directors may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the members, and the Secretary shall thereafter within thirty (30) days send out the referendum to all members.

Section 5. Quorum required for any action authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

When a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of members or proxies entitled to cast more than Ten percent (10%) of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Section 14.03 of the Declaration shall govern in that instance. For the purpose of this Section 5, "proper notice" shall be deemed to be given when given to each member not less than ten (10) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which

case the votes of all the members polled shall be made by specially provided ballots mailed to the members of the Association.

Article IV Meeting of Membership

<u>Section 1. Place.</u> All meetings of the Association membership shall be held at a location determined by the Board of Directors of the Association and stated in the Notice of meeting, and shall be open to all owners.

<u>Section 2. Membership List.</u> At least ten (10) but not more than thirty (30) days before every meeting of the Association or election of Directors, a complete list of members of the Association shall be prepared by the Secretary.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least ten (10) days, but not more than thirty (30) days before such meeting to each member entitled to vote there at, to the last known address of the person or entity who appears as owner in the Association's records, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners of a residential lot shall constitute notice of all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association, or property manager, in writing of any change of address. Any person who becomes an owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice of said meeting if notice was given to his predecessor-in-title. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Evidence of such notice having been given may consist of an affidavit of mailing evidencing that the requisite notice was posted at least ten (10) days prior to such meeting.

Section 4. Annual Meeting. The annual meeting shall be held at a time set each year by the Board of Directors commencing in 2000 and from year to year thereafter with at least ten (10) days, notice thereof to each member for the purpose of electing directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect new members of the Board of Directors by plurality vote and in accordance with, Article V of these By-Laws, and shall transact such other business as may properly be brought before the meeting.

Section 5. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statue, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of members owning twenty-five percent (25%) or more of the total votes of the members of the Association, which request shall state the purpose or purposes of the proposed meeting.

Section 6. Waiver and Consent. Whenever the vote of the members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be waived if a majority of members who would have been entitled to vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members participated in the approval of such action.

Article V Directors

Section 1. Composition of the Directors. The Association shall be governed by a Board of Directors consisting of seven (7) members. The number of Directors, in subsequent years, which shall not be less than seven (7), shall be determined by the members of the Board of Directors.

<u>Section 2. Qualifications and Selection of Board Members.</u> Directors shall be members of the Association. Each member of each membership class shall be entitled to one vote. Cumulative voting shall be prohibited.

Section 3. Term of Office. At the annual meeting, the members shall elect Directors to fill the expiring terms of any of the Directors. The terms of the Directors shall be three (3) years, no Director shall serve more than two (2) consecutive terms. In the event the Board is expanded as permitted in Section 1 of this Article, the term of the new members shall be staggered in similar fashion as directed by the Board.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A successor may then be elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5 of this Article.

Section 5. Vacancies Directorate. If the office of a Director either by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining members of the Board of Directors, though less than quorum, as defined in Article VII, Section 5, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. Such replacement shall hold office for the balance of the previous Director's term.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Association or to the property manager. Unless otherwise specified therein such resignation shall take effect upon receipt thereof by the Secretary or the property manager. No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment as a member of any assessment against his Lot, and said

delinquency shall automatically constitute a resignation, effective when such delinquency occurs.

Section 7. Compensation. Being a Director is a voluntary responsibility; therefore, no compensation is allowed. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Article VI Nomination and Election of Directors

Section 1. Nomination. Except as otherwise provided in Article V, nomination of the Board of Directors shall be made by a nominating committee. Nominations may also be made by a petition of not less than forty percent (40%) of the members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the meeting. Nominations may also be made from the floor during the meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more people who shall be members of the Association. The nominating committee shall be appointed by the Board of Directors to serve until the close of the annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made in such categories as required by the provisions of Article V, Section 1 of these By-Laws.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot and shall be held at the annual meeting of the members. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes for each category of directorship shall be elected. Cumulative voting is prohibited.

Article VII Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at the discretion of the Board of Directors, but not less than one (1) time per year without notice, at such place and time as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Although not required, notice of such regular meeting may be given to each Director personally, by mail, by telephone, or by email at least three (3) days prior to the date of such meeting. All meetings of the Board, including special meetings in accordance with Section 2 of this Article, shall be open to all members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be called by the President of the Association, or by any two (2) members of the Board of Directors. At least three (3) days notice shall be given to all members of the Board of Directors of the time, place, and purpose of such meeting.

Section 3. Place of Meetings. Meetings of the Board of Directors shall be held in Charleston County, South Carolina, whenever practical. However, this provision is in no way intended to invalidate in any way whatsoever meetings held somewhere other than Charleston County, South Carolina, so long as such meetings are proper in all other respects.

Section 4. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meetings, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joining of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article VIII Powers and Duties of the Board of Directors

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by us. These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.

Section 1. Powers. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) to adopt and publish rules and regulations governing the use of the common properties, restricted common properties, if applicable, and facilities, located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) to suspend the voting rights and right to use the recreational facilities thereon, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for such time as may be determined by the Board of Directors after notice to the member and hearing before the Board of Directors for any infraction of rules and regulations,
- (c) to exercise or delegate for the Association all power, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (d) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors,
- (e) to employ a manager, and independent contractor, or other such employees as they deem necessary, and to prescribe their duties,
- (f) to secure officers and Directors liability insurance covering the officers and Directors of the Association at the expense of the Association,
- (g) to borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

<u>Section 2. Duties.</u> The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) to cause to be kept a complete record of all its acts and corporate affairs,
- (b) to supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed,
- (c) to fix the amount of the annual assessment, special assessments, assessments for the use of limited common properties, if applicable, against each property owner as defined in the Declaration, not later than the first quarter in each year,

- (d) to send written notice of each assessment to every owner subject thereto as soon as practical after the fixing thereof.
- (e) to enforce the lien rights against any property for which assessments or costs are not paid within thirty (30) days after due date or to bring an action at law or in equity against the owner personally obligated to pay the same,
- (f) to issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (g) to procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration,
- (h) to cause the common properties and restricted common properties, if applicable, to be adequately maintained,
- (i) to review and amend, if appropriate, the annual budget as prepared by the Treasurer in accordance with Article X Section 8 hereof,
- to enforce the restrictive covenants and rules and regulations and if necessary, bring an action at law or in equity, against any member to enforce same or recover damages resulting from violations thereof,
- (k) to carry out and enforce the findings and directives (fines, etc.) of the Architectural Review Board.

Article IX Liability of Directors

The members of the Board of Directors, officers, employees, agents, managing agents or management firm (herein collectively referred to as "Agents") shall not be liable to the owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

The Association shall indemnify and hold harmless each of the Agents and its agents or employees against all contractual or tort liability to others arising out of contracts made, actions performed or omissions by the Agents on behalf of the Association unless any such contract, action or omission shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Agents shall have no personal liability with respect to any contract made, action performed or omission by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self-dealing for the Association to contract with the Declarant or with corporations or other entities owned, controlled or affiliated with the Declarant. It is

also intended that the liability of any member arising out of any contract made, action taken, or omission by the Agents or out of the aforesaid indemnity in favor of the Agents shall be limited to such proportions of the total liability thereunder as his interest in the common properties and restricted common properties, if applicable, bears to the interests of all members in the common properties and restricted common properties, if applicable. Every agreement made by the Agents is made in the capacity only as an agent for the members and shall have no personal liability thereunder (except as members). Moreover, each member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common properties and restricted common properties, if applicable, bears to the interests of all members in the common properties and restricted common properties, if applicable.

Article X Officers and their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall be members of the Board of Directors. The Secretary and the Treasurer may be the same person.

Section 2. Election of Officers. The election of officers shall take place at the organization meeting of the Board of Directors following within thirty (30) days after each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until their successors are chosen and assume office in their stead unless he shall sooner resign, shall be removed, or otherwise be disqualified to serve.

<u>Section 4. Appointive Officers.</u> The Board of Directors may appoint Assistant Secretaries and Assistant Treasurers and 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 Board of Directors may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, 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 or acknowledgment of acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of appointive offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the owners and the Board of Directors, and shall see that orders and resolutions of the Board are carried out. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all leases, mortgages, deeds, contracts, and other written instruments as required by resolution of the Board of Directors. He shall perform all of the duties incident to his office or which may be delegated to him from time to time by the Board of Directors.

Vice President

The Vice President shall act in the place and stead 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 from time to time by the Board of Directors.

Secretary

The Secretary shall issue notices of all Board of Directors meetings, and all meetings of the members and shall attend and keep the minutes of the same. The Secretary shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Treasurer

The Treasurer shall:

- (a) have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such insured depositories as may be designated from time to time by the Board of Directors,
- (b) disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President, and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require

- it, an account of all of his transactions as the Treasurer and of the financial condition of the Association,
- (c) collect the assessments and maintenance fees and shall promptly report the status of collections an of all delinquencies to the Board of Directors,
- (d) give status reports to potential transferees on which reports the transferees may rely.
- (e) cause an annual audit of the Association to be completed in a timely fashion by a certified public accountant selected by the Board of Directors and the results of such audit shall be reported to the Board of Directors and the members,
- (f) in conjunction with the Association's accountant and such other persons as the Board of Directors may designate, shall prepare an annual budget for consideration, modification, and ultimate approval by the Board of Directors,
- (g) the duties of the Treasurer shall be performed by the Assistant Treasurer when the Treasurer is absent.
- (h) the duties of the Treasurer and/or Secretary may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association.

Article XII 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 member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member, where copies may be purchased at a reasonable cost.

Article XIII Assessments

As more fully described in the Declaration, each member is obligated to pay to the Association annual, special assessments and assessments for the use of limited common areas which are secured by a continuing lien upon the property against which the assessment is made. Any assessment that is not paid when due shall be delinquent.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half percent (1 ½%) of the delinquent payment amount per month from the due date until paid in full or such other amount as set by the Board of Directors from time to time. The Association may bring an action at law or in equity against the owner, personally obligated to pay the same or foreclose the

lien against the property. All interest, cost of collection, and reasonable attorney's fees of any such action shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common properties or restricted common properties, if applicable, or abandonment of this property by which he is entitled membership.

Article XIV Committees

The Board of Directors shall appoint a nominating committee as provided in these By-Laws. In addition, the Board of Directors shall designate one (1) or more committees or individuals which, to the extent provided in the resolution designating said committee, individual or individuals, shall have the powers of the Board of Directors in the management of the affairs and business of the Association. The committee, committees, individual or individuals shall have such name or names as may be determined from time to time by the Board of Directors, and said committees shall keep regular minutes of their proceedings and report to the Board of Directors, as required.

Article XV Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.

Article XVI Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Meridian Place Homeowners Association, or an appropriate abbreviation thereof.

Article XVII Indemnification

The Association and owners shall indemnify every Director and every officer, his hiers, executors, and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article XVIII Parliamentary Rules

Roberts Rules of Order (latest version) shall govern the conduct of meetings when not in conflict with the Declaration or these By-Laws.

Article XIX Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a majority of the vote at a duly called meeting at which quorum exists as provided in Section 5 of Article III hereof and provided that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

RESOLUTION OF MERIDIAN PLACE HOMEOWNERS ASSOCIATION RULES AND GUIDELINES

WHEREAS, pursuant to Article viii, sections 8.01 through 8.27, the Board of Directors may adopt such rules and regulations for the management of the property as it may deem proper and not inconsistent with law, the Articles of Incorporation and Bylaws.

NOW, THEREFORE, IT IS RESOLVED that the following rules and guidelines be adopted by Meridian Place Homeowners Association.

No activity that is a nuisance, offensive or illegal shall be carried on, on any lot, street or common area.

HOA INSPECTIONS AND FINES: The HOA/ARC has the right to inspect all properties within the community outside of the fenced area. Violations of these maintenance standards are violations of the community Master Deed Restrictions and may result in a Violation Notice. If a violation is not corrected within the specified time period, it can result in a fine for non- compliance and additional costs if the community must take action to have the work performed to bring the unit into compliance. Fines will be placed as a lien against the offending property, which must be satisfied before the property is sold.

- 1. CLOTHES LINES: No clothes lines or drying yard shall be located upon the premises so as to be visible from any common area or from any adjoining lot.
- 2. COMMON AREA: Homeowners are not allowed to alter, by any kind of planting or building of any structure, any common area, easement or right of way located next to or close to their property. Other modifications are such things as allowing the accumulation of debris of any kind, establishment of gardens, and/or otherwise adding, removing or modifying any trees, shrubs or other plantings located in the common areas referred to above. Violations of these maintenance standards are also subject to Fine and Restoration Assessment actions.
- 3. EXTERIOR MODIFICATIONS: Any exterior modifications need ARC/HOA approval.
- 4. EXTERIOR OBJECTS: ARC approval not required if the object or statuary does not exceed two (2) feet in height and the total number on display does not exceed five (5), provided the following conditions are met: While ARC approval is not required for removable exterior objects that are of a temporary nature or are displayed for seasonal holiday duration or a special occasion, residents should consider the following standards when choosing such objects. Exterior objects include but are not limited to statuary, fountains, windmills, wishing wells and furniture in view. One (1) table not to exceed 2 feet by 2 feet. No more than two (2) chairs or one (1) bench. No backboards or basketball hoops are permitted. No window air conditioners are allowed. The ARC will not judge the individual aesthetic or artistic merits of any object, but rather will make its evaluation solely on the object's impact. The ARC will consider the following items in its evaluation:
- a. Location: The ARC will apply a more narrow set of standards to objects located in front yards or positioned where they can be fully viewed from the street fronting the applicant's property than to those objects located in back yards, or within locations of lesser visibility and impact.

- b. Color: Objects must not contain colors or color combinations considered excessively bright, garish, jarring, overly reflective or luminescent. The color or colors of an object must compliment the overall appearance of the home and not distract from it in a way that draws excessive attention to the object.
- c. Design: Items must be compatible in general style and in quality of materials and workmanship with the architectural characteristics of the applicant's home, adjoining homes, and the neighborhood setting.
- d. Intrusiveness: Objects must not substantially intrude by sight, sound or smell upon adjoining homes or the neighborhood setting.
- e. Materials: Objects must be made of suitable natural or man-made materials capable of withstanding outdoor weather conditions and must be capable of maintaining an attractive appearance. An object may be allowed to become mossy, rusty or weathered only if it is appropriate to such an object and only if it presents an attractive appearance compatible with the home, adjoining homes, and the neighborhood setting.
- f. Miscellaneous Items: Hoses, ladders, storage, coolers, bicycles, etc. must be hidden from view.
- 5. FLAG POLES: Attached: ARC approval not required if the following provisions are met. One attached flag pole staff, which does not exceed six (6) feet in length and is attached at an incline to the wall of the dwelling is allowed. Freestanding flag poles are not permitted.
- 6. HOUSE NUMBERS: House numbers are to be on mailbox post. ARC approval not required for replacement of like kind. House numbers within the community are required for reasons of security and public safety. The ARC reserves the right to hold style and size to a community standard regulated in terms of aesthetic appearance.
- 7. LANDSCAPING: ARC approval not required if the plantings are for an existing bed and do not exceed the height of existing plant material.
- 8. 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 excrements and unsightly materials. 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. Outside light bulbs to be replaced as needed, but colored lights are permitted only for holidays. HOA is responsible for light censor replacement. It is necessary that all wood surfaces such as door and window trim and garage doors be caulked, sanded and painted periodically to keep them in good condition.
- 9. MAINTENANCE OF GROUNDS: The Association is responsible for the maintenance of the front and side yards. Homeowners are responsible for the continued maintenance of all grounds and landscaping within the rear fenced portion of 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 side walk, street, pedestrian walkway, HOA common area or another homeowner's property.

- 10. 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 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 look as good as it did when it was new. Siding must be clean and free of significant warping or bubbling. Power wash siding and driveways as needed. 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 trims should be inspected on a periodic basis. 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 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 units look their best but also that costly repairs are not necessary because routine maintenance is performed in a timely fashion.
- 11. OVERNIGHT PARKING: There is no overnight street parking of travel trailers, mobile homes, campers, school buses, trucks (except light duty trucks used for personal transportation), commercial vehicles, boats, boat trailers.
- 12. PARKING OF BOATS, TRAILERS, CAMPERS, MOBILE HOMES AND RECREATIONAL VEHICLES: Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats or other watercraft, trailers, stored vehicles or inoperable vehicles are not permitted on lawns, driveways or streets. An inoperable vehicle is defined as any vehicle unable to be driven legally on a public roadway. Any vehicle, such as a boat or camper, which is used for vacation purposes, may be visibly stored in the neighborhood for no more than two (2) nights on the weekend. This allows sufficient time for packing, unpacking, and/or cleaning of said vehicle.
- 13. PEST CONTROL: Pest and termite control are included in your HOA fee. Homeowners are encouraged to have their units inspected at the yearly annual inspection period.
- 14. PETS: Please be responsible with your pets to clean up after them and to prevent disease. Eight (8) doggie stations are available where bags and receptacles are provided. Please do not leave pet excrement in common areas, neighbor's yards or neighbor's trash receptacles.
- 15. REPLACEMENT WINDOWS AND DOORS: ARC approval not required if the following provisions are met. Storm or screen replacement windows must be identical in color and material as that which is being replaced. Doors must be of same material as original.
- 16. ROOF REPLACEMENT: ARC approval not required if the following provisions are met. New roofing of the same shape, color scheme and material as the originally installed roof can be installed without ARC approval.

- 17. SHRUB OR TREE REMOVAL: Requires approval if tree trunk is in excess for six (6) inches in diameter. Shrubs that are diseased or dead, or needing to be removed to promote the growth of other trees or shrubs, or for safety reasons, may be removed without pre-approval. Dead shrubs must be removed and dead trees must be removed. Trees with a caliper of less than six (6) inches may also be removed at the owner's discretion except that the Deed Restriction provisions regarding HOA Common Area trees must be observed. Any tree removal must include removal of the stump below ground level and the ground must be repaired with sod or otherwise landscaped. Property landscaping must be maintained in accordance with the standard for the neighborhood. Replacement tree suggestions: Red Maple, Chinese Elm, Crepe Myrtle, Vitex, Little Gem Magnolia. Check for root spread to prevent damage to foundations and driveways.
- 18. SIGNS: Signs are permitted in unit windows. Small security signs are allowed near front door. Yard of the Month sign is permitted.
- 19. SHUTTERS, DOORS, VINYL SIDING: Shutter and doors are to be of the same color in the combined building. No one unit is to be of a different color to the attached units. If the combined units wish to change the shutter and door color they must all agree and adhere to the attached HOA approved colors. Attached to this Resolution are shutter, door and vinyl siding colors along with HOA approved colors.
- 20. STORM/SCREEN DOORS: Storm or screen doors and are required. Replacement does not require ARC approval as long as it is of the same color, type and material of that which is being replaced.
- 21. TRASH AND RECYCLE CONTAINERS: Containers must be kept out of view at all times, except when placed at curbside, no earlier than the evening prior to regularly scheduled trash or recycle pick-up. Containers must be retrieved and placed out of view as soon as possible the same day as regularly scheduled pickup
- 22. VEHICLE PARKING: No vehicle parking on sidewalks or lawns. Vehicles in driveways are not to impede sidewalks. Vehicles parked on streets are to be facing traffic.

23. SOLAR PANELS

- a. Homeowners must use an installer which is a licensed solar equipment contractor with the appropriate contractor's license.
- b. Only commercially or professionally made devices are allowed.
- c. Ground-mounted solar panels are strictly prohibited.
- d. No panels may be installed on the exterior walls of the home.
- e. Roof-mounted solar panels are permitted, but must be sleek, black-on-black, flush-mounted with the slope of the roof, and designed in a square or rectangular pattern on the roof. No color other than black will be allowed. No panels with shiny metal trim will be allowed.
- f. All conduits should be located under the roof, not exposed on the roof.

- g. All exposed surfaces such as supports, other than the exposed collector panel face itself, must be painted to match the surface of the rood.
- h. Solar panels are restricted to the back of the unit only
- I. Homeowner must ensure that all surfaces or such devices or equipment are properly and timely maintained to prevent peeling, cracking of paint, loss of coloration, or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community. Community established fines will be imposed for infractions of maintenance guidelines.
- j. All solar energy systems require Meridian Place BOARD approval. The following documents must be included along with the required application.
 - Detailed plans for installation and placement of any solar panel showing visibility of the system from areas open to common or public access
 - A drawing (with dimensions) showing the proposed location of the system on your roof and equipment will be mounted as well as a description of any visible auxiliary equipment
 - Photographs or manufacturer literature for all proposed system components including specifications, color, and materials
 - Must submit a copy of solar equipment contractor's license to insure proper credentials of company

The Association and its Board has no expertise or special knowledge regarding such systems and therefore the Association's approval for installation of any such device or system is not a representation that the system chosen by an Owner is safe to use or is compatible with Owner's roof or other structures on the Lot involved, and the Owner assumes and bears all risks regarding installation and use of such a system.

IT IS FURTHER RESOLVED THAT this Policy replaces and supersedes in all respects all prior resolutions with respect of Protective Covenants and is effective upon adoption hereof, to remain in force and effect until revoked, modified, amended or otherwise incorporated into a published set of rules.

President

Secretary

. L. Diodus.

Meridian Place Fence Guidelines

All fences must have Architectural Review Committee (ARC) written approval in the form of an approved Meridian Place ARC Request Form. Please contact Community Management Group (CMG) at 843-795-8484 for an ARC Request Form or download it from the CMG web site. In addition to the form, please submit a site plan denoting the location of the proposed fence together with information as to existing fences erected on adjacent properties. You may fax your completed ARC Request Form and accompanying data to CMG at 843-795-8482 or drop it off at 349 Folly Road.

- 1. Fences are to be constructed of pressure treated pine. No vinyl, wrought iron or chain link fences are allowed.
- 2. Fences are to remain 'natural' and may not be painted or stained. Clear coats or clear sealants are allowed and encouraged.
- 3. Fences are to be a standard of 72 inches in height and are to follow 'the lay of the land'.
- 4. The crossbeam structure and vertical supports must not be visible from any street or adjacent property (must face inside toward yard making the outside face the finished side). All fences to be privacy style. Sides shall be board-on-board with dog-eared edges and rear panels shall be shadow box with dog-eared edges. Gates must be board-on-board with dog-eared edges.
- 5. Gates must be constructed with material that matches fencing material. Appropriate hardware for gates must be used and maintained in like-new condition.
- 6. Fences may not impede the natural water flow and must be a minimum of three (3) inches above finished grade. A fence may not obstruct a drainage ditch, catch basin, drainage swale, storm sewer or storm drain.
- 7. Fences are to be installed on the property line with no side yard gaps no setting inside the property line. Owners replacing an existing fence are encouraged to have a licensed surveyor stake the fence line to ensure proper placement. Owners wishing to extend their fence must have a licensed surveyor provide a plat.
- 8. Fences in front yards are prohibited.
- 9. If the lot adjacent to your lot already has a fence in place, your fence is required to 'butt up' to the existing fence. Be sure that the existing fence is installed 'right on' the property line.
- 10. Fence installation must be completed within two (2) weeks after initiation.

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



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