

# Meadowbrook

## *Homeowners Association*

Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, hot tubs, spas, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of both Beaufort County and the Architectural Review Committee.

Guns. The use or discharge of firearms in Meadowbrook is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, and small firearms of all types.

Fences. Only white vinyl fencing shall be erected and maintained upon any Lot and only with the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is being used by Declarant as a model home. The Board shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property.

Air Conditioning Units. No window air-conditioning units may be installed.

Swimming Pools. Swimming pools shall not be permitted without the prior written consent of the Architectural Review Committee and then only if enclosed by an approved fence. No above ground pools will be permitted with the exception of small removable "kiddy" pools.

Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee. Mailboxes shall be kept painted and in good repair by the Owners. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee.

Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

Clothesline. No exterior clotheslines of any type shall be permitted upon any Lot.

Storage Sheds and Garages. Construction, installation or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review

# Meadowbrook

## *Homeowners Association*

Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed or placed in a location inconspicuous as much as possible from public view, and outside of any wetland and wetland buffers. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

Violations. If any structure is erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ARC, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Declaration. If, in the opinion of the ARC, such violation shall have occurred, the ARC, such violation shall have occurred, the ARC shall notify the Board. If the Board shall agree with the determination of the ARC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within seven (7) days after the mailing of the aforesaid notice of violation, then the Association shall have the right to impose fines as set forth herein, or proceed in law or equity to enjoin the continuing violation, in which case all costs of enforcing this Declaration, including reasonable attorneys fees and court costs, shall be paid by the Owner in violation. All such costs shall be collectible as a specific assessment set forth above.

Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use and restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in the proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

# Meadowbrook

## *Homeowners Association*

Fines for Covenant, Rule and Regulation Violations. The Association may adopt fines to enforce the provisions of these Covenants and the published rules and regulations of the Association. Such fines may be adopted and amended from time to time by a majority vote of the Association Board of Directors. Association fines may not be levied against any Owner until the fines and rules and regulations have been mailed to all Owners to the addresses on record with the Association. Revised fines shall not take effect until mailed to all Owners similarly. Fines levied against Owners for violations of these Covenants, or the Association rules and regulations, shall be a charge against the Lot owned by the Owner in the violation of the Covenant, rule or regulation, and shall be a charge and continuing lien on the subject Lot, as well as a personal obligation of the Owner. Owners shall have the right to appeal any Association fine. All appeals shall be in writing and shall be heard by the Board, or a committee selected by the Board. The determinations by the Board, or the Board's appeal committee, of all appeals shall be made in the Board's, or the Board's appeal committee's, sole discretion. Such determinations shall be final adjudications of all fines and shall not be subject to any further appeal whatsoever. The Board may promulgate rules governing the fine appeal process.

Signs. No sign of any kind shall be erected by an Owner or Occupant within Meadowbrook without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. Signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Boats, Trailers, Etc. No boat, motor home, trailer, or recreational vehicle or trailer may be left upon any portion of Meadowbrook for a period longer than eight (8) hours, unless stored in a garage. Vehicles, boats, motor homes, trailers or recreational vehicles which are either unlicensed or inoperable for a period of five (5) days or more may not be stored upon any portion of Meadowbrook at any time unless fully enclosed in a garage. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. All vehicles shall be parked within the driveway or garage of each Lot. Garage doors shall be kept closed at all times, except during time of ingress and egress from the garage. Garages shall not be altered to include living space.

Unlicensed Vehicles. No Unlicensed vehicle shall be left upon any portion of Meadowbrook except in a garage. Such vehicles identified above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within five (5) days of notice, and the costs of such removal shall be an assessment against such Owner.

# Meadowbrook

## *Homeowners Association*

Leasing. Lots may be leased for long term residential purposes for a period of no less than six months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-laws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the owner and specifically assess all costs associated therewith against the Owner and the Owner's Lot.

Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall be kept on a leash when outside of a Lot. All Owners shall remove their pets' waste from Common Areas and Lots. Owner's shall insure their dogs do not disturb neighboring Owners. Excessively loud dogs may subject the Owner to enforcement action.

Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot in Meadowbrook shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried on within Meadowbrook.

Tree Removal. No tree shall be removed without a Beaufort County Tree Removal Permit. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no flowering trees, including, without limitation, dogwood trees, regardless of their diameter, shall be removed without the prior written consent of the Architectural Review Committee.

Sight Distance at Intersections. All property located at street Intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic sight problem.