

**MERIDIAN PLACE COMMUNITY ASSOCIATION, INC.**

**RULES and REGULATIONS**

**August 20, 2018**

This listing is a **summary** of some of articles of the Declaration of Covenants, Conditions and Restrictions and Easements for Meridian Place (DCCR's) that were put into place by the developer of this Meridian Place. The DCCR's cannot be changed by the Board of Directors, only by a vote of the membership, however, the Board may establish regulations that complement the DCCR's.

**9.2.1** "The owner of each lot must keep and maintain the lot and the improvements thereon (including all landscaped and grassed areas)....

**9.2.2** "An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot (except in such Owners' private fenced-in backyard areas, if applicable) without the prior written approval of the Association."

**10.1 Enforcement.** "Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof."

**10.6 Leases.** "Every Lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of the tenant's family members or others that will be occupying the Homes and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration."

**10.9 Antenna and Aerial.** "No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, ...."

**10.10 Garbage and Trash.** "Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Meridian Place...Garbage, trash, refuse that is required to be placed at the front of a Lot in order to be collected, Containers may be placed and kept at the curb after 5:00 pm on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick up....."

**ALL CONTAINERS, DUMPSTERS OR GARBAGE FACILITIES STORED ON LOT AND NOT IN THE GARAGE SHALL BE SCREENED FROM STREET VIEW IN BOTH DIRECTIONS AND SCREENED FROM VIEW FROM OTHERS' LOTS AND MUST HAVE ARB APPROVAL.**

**10.12 Animals and Pets.** “ ....In no event shall the number of pets exceed two (2) dogs, two (2) cats and pet birds for any lot....” “Any pet must be temporarily caged, carried or kept on a leash when outside the home...”

**10.13 Clotheslines.** May not be visible from outside a Lot.

**10.14 Temporary Buildings, Etc.** “No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed on any portion of Meridian Place.”

**10.15 Garages.** “...All garage doors shall remain closed when vehicles are not entering or leaving the garage.” *Repair and maintenance may be performed in an open garage.*

**10.16 Fences.** “An Owner may not install any fencing (including invisible fencing) on his or her Lot without the prior written approval of the ARB....”

*Fences shall conform to the City of Melbourne codes.*

*1. Water view lots: Fences shall be four (4) feet in height, composed of black or bronze aluminum.*

*2. Interior preserve lots: Fences shall be six (6) feet in height, composed of buff/tan vinyl with no decorative features.*

**10.18 Additions and Alterations.** No exterior modifications of the Home without the prior written consent of the ARB. No additions or alterations to the exterior. **This includes decorative features, hangings, fountains, statuary or any type of home or yard ornamentation.** *Sheds require ARB approval and must be against the house and must be hurricane secured.*

**10.23 Signs.** “No sign, display, poster, advertisement, notice, lettering or other **advertising** device of any kind whatsoever (including, without limitation, “For Sale” “For Rent” or “By Owner, “or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view....”

**10.24 Boats, Recreational Vehicles and Commercial Vehicles.** ...Shall be permitted ONLY if enclosed in the garage...

**10.25 Vehicular Parking.** “No Parking other than in driveways.”

*Vehicles should be parked in accordance with the laws of Florida, Brevard County and the City of Melbourne. Do not block the entrance to any drive with perpendicular parking, park in the direction of the flow of traffic, park so that emergency vehicles have access. Parking is prohibited by yellow painted curbs.*

**10.26 “ All Powered vehicles** capable of exceeding five (5) miles per hour are prohibited from use on Meridian Place property unless they are licensed, registered and insured.”

**10.27 Vehicle repairs.** Any repairs to vehicles must be done within a closed garage.

**10.28 Window Décor.** No temporary window treatments shall be permitted.

**10.29 Hurricane Shutters.** "Approved hurricane shutters shall not be installed or closed, as applicable before the issuance of a hurricane watch by the National Hurricane Center encompassing the Meridian Place location and shall be removed no later than ten (10 ) days after the cessation of a hurricane watch or waning"...however, clear shutters shall be allowed to remain closed if the Owners are absent during hurricane season.

**10.30 Flags.** Flags may be displayed if ARB approval is given and the criteria approved by local building codes. Please review all requirement criteria in the Declaration and Florida Statutes 720.

**FLAGS IDENTIFIED AND OUTLINED BY THE DCCR'S MAY BE DISPLAYED. ALL OTHER FLAGS REGARDLESS OF SIZE ARE PROHIBITED FROM BEING DISPLAYED IN LIEU OF THE FLAGS THAT ARE IDENTIFIED AND OUTLINED IN THE DCCR'S.**

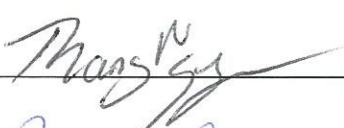
**SEASONAL AND SPORT TEAM FLAGS (11" X 17" MAX) MAY BE DISPLAYED ON METAL HANGER IN MULCHED AREA OF GARDEN IF ARB APPROVAL IS GIVEN AND CRITERIAS SPECIFIED IN FS720 ARE MET. SEASONAL FLAGS SHALL BE LIMITED TO FLAGS THAT CELEBRATE THE SEASONS AND HOLIDAYS OF THE YEAR. FLAG DISPLAYED SHALL COINCIDE WITH THE HOLIDAY AND SEASON OF THE YEAR AT THE TIME OF DISPLAY. SPORT TEAM FLAGS MAY BE DISPLAYED YEAR-ROUND. LIMIT ONE FLAG PER PROPERTY REGARDLESS WHETHER SEASONAL OR SPORT TEAM.**

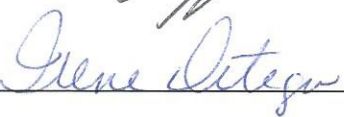
*Basketball Backboards. No garage, roof mounted, portable or in-ground mounted basketball backboards are permitted. Trampolines are not permitted. Any playground or exterior play items must be stored out of site except when in active use.*

*Holiday lighting and decorations shall be permitted commencing on Thanksgiving and shall be removed by January 15<sup>th</sup> of the following year.*

*Fines for each occurrence of non-compliance shall be for the amount of \$25 except for structures that require approval of the ARB. For structures in non-compliance, the fining committee has the discretion of fining as much as \$100 per incident.*

- **The Board reserves the right and power to impose monetary charges in the form of a fine as a sanction for violations.**
- **The Board reserves the right to exercise all other powers and remedies provided by the DCCR's and Florida Statutes. Any cost to remedy by legal intervention will be at the owner expense.**

President  (MEX) date 8/27/18

Witness  date 8/27/18

Notary \_\_\_\_\_ date \_\_\_\_\_