

Mountain Brook of Madison Standards and Restrictions

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1.0 Introduction

The purpose of this document is to describe the use restrictions and architectural maintenance standards that have been established for the Mountain Brook of Madison community. These standards and restrictions have been put in place in order to provide a safe and pleasant atmosphere throughout the community and to protect the property values of the homeowners. The Covenants and By-Laws impose restrictions on the way that Mountain Brook property, public and private, is used. The Homeowner's Association, acting through its Board of Directors (the "Board") and any duly hired contractor, have the authority to enforce these use restrictions and architectural maintenance standards.

It is the intention of this document to explain and clarify the various regulations so that homeowners and tenants will better understand their responsibilities toward maintaining the excellence of the community. Where appropriate, references have been made to Madison City Ordinances. These references are from the CODE OF ORDINANCES, City of Madison, Alabama, Codified through Ord. No. 2009-222, enacted November 23, 2009 (Supplement No. 14). These can be found at <http://library.municode.com/index.aspx?clientId=12376&stateId=1&stateName=Alabama>.

2.0 Use Restrictions

2.1 General

The Mountain Brook use restrictions are in place to ensure that all privately owned properties are used in a manner which will enhance the enjoyment of all members of the community. The use restrictions are derived from the Covenants and By-Laws, and charge the Board with the responsibility for interpreting, modifying and revising these restrictions as the community grows and matures. The Covenants Committee is charged with the responsibility for enforcing the restrictions and making recommendations regarding modifications and additions to the restrictions.

2.2 Parking and Garages

All resident vehicles should be parked in garages or driveways in such a way that the sidewalk is not blocked. (*Sec. 17-2. – Obstructing streets and sidewalks with goods, etc.*)

Parking is not permitted on any street, except by visitors temporarily for social gathering.

Overnight parking on the street by resident vehicles is not allowed at any time.

Motor homes, occupied in driveways during visitation of residents, are limited to a 7 day maximum stay.

Residents may not store motor homes in their driveway.

Motor homes and any vehicle larger than a full-size truck up to 1 ton rated capacity should never be parked on the street for longer than a few hours. If the vehicle does not fit in the driveway, it should be parked outside the neighborhood or in the rear clubhouse parking area (see restrictions below).

Vehicles modified for commercial purposes, such as vehicles with commercial signage on their exteriors, trucks with modified beds, ladder racks, visible storage above the bed height; trucks or oversize vehicles registered for commercial use; and any vehicle with a Gross Vehicle Weight Rating over 13,000 pounds must be parked entirely within a garage or within the side yard or back yard totally screened from view of neighboring units and the street.

Vehicles with a wrap containing advertising or commercial signage of any kind must be parked entirely within a garage or within the side yard or back yard totally screened from view of neighboring units and the street.

Any vehicle that is not allowed to be parked in a driveway may be temporarily parked in the clubhouse parking lot for two (2) days. For longer term parking, arrangements need to be made outside the neighborhood.

Oversize and commercial vehicles as described above should be parked at the rear of the clubhouse parking lot so as not to disturb neighboring units. These vehicles should not be parked in the clubhouse lot longer than two (2) days. For longer term parking, arrangements need to be made outside the neighborhood.

Mobile homes, motor homes, recreational vehicles, trailers, campers, boats and other watercraft must be parked entirely within a garage or within the side yard or back yard totally screened from view of neighboring units and the street.

Disabled vehicles and stored vehicles must be parked entirely within a garage or within the side yard or back yard totally screened from view of neighboring units and the street. A vehicle is considered disabled if it does not have a current license tag, has flat tires, or is obviously inoperable, and is parked on the property for more than fourteen (14)

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consecutive days. A vehicle is considered stored if it is set on blocks or covered with a tarpaulin, and remains on blocks or covered with a tarpaulin for fourteen (14) consecutive days. Car covers used for protection do not constitute a stored vehicle. *(Sec. 14-53. – Violation declared.)*

Commercial vehicles not belonging to a resident (contractors and workers) are allowed during normal business hours while conducting business. However, no such vehicle is permitted to remain overnight.

The clubhouse parking lot is for visitors to the clubhouse, pool, and tennis courts. It can be used for resident overflow parking or as described above for short term purposes not to exceed two (2) days.

The clubhouse parking lot is not for storage of disabled vehicles. *(Sec. 14-53. – Violation declared.)*

Any vehicle that will be in the clubhouse parking lot longer than two (2) days must be registered and approved with the Board.

If the Board is unable to determine an owner of a vehicle that has been parked in the clubhouse lot for over 2 weeks, the Board reserves the right to have the vehicle towed. Fines and any fees incurred as a result of towing will be imposed on the homeowner at a future time.

2.3 Unsightly or Unkempt Conditions

An unclean, unhealthy, unsightly, or unkempt condition that is visible from the street or neighboring units is not allowed. *(Sec. 12-1. – Accumulation of wastes and rubbish on private property and abutting streets and sidewalks; control of weeds, shrubs, etc.; inspection of premises by building inspector.)*

Clutter in the driveway or side yards including storage for yard tools, sports equipment, bicycles, toys, and excess household garbage is not permitted.

Clutter or household storage should not be visible from the street or neighboring units.

Storage of all items on properties must be within the house or garage or behind a fence so as not to be visible from the street or neighboring units.

2.4 Garbage Cans and Recycling Bins

Garbage cans and recycling bins should be placed at the curb the day before or the day of pick-up. They should be returned to a concealed area the evening of the pick-up.

Garbage cans and recycling bins should not be left at the street or in the driveway on a continuing basis.

Garbage cans and recycling bins should be located or screened so as to be concealed from view of neighboring units and the street.

Rubbish and trash should be regularly removed from the properties and should not be allowed to accumulate. *(Sec. 12-1. – Accumulation of wastes and rubbish on private property and abutting streets and sidewalks; control of weeds, shrubs, etc.; inspection of premises by building inspector.)*

2.5 Clotheslines, Tanks and Other Items

All clotheslines, above-ground tanks, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items should be located or screened so as to be concealed from view of neighboring units and the street.

2.6 Nuisance

Substances, items, or materials that emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property cannot be kept upon any portion of the properties. *(Sec. 12-5. – Noise – Prohibitions.)*

2.7 Vacant / Empty Lots

Vacant / empty lots are not a dumping ground for rubbish and trash. *(Sec. 12-3. – Discarding or dumping of waste material.)*

Vacant / empty lots are required to be kept free of weeds and brush which create unpleasant or unsafe conditions for neighboring units. *(Sec. 12-1. – Accumulation of wastes and rubbish on private property and abutting streets and sidewalks; control of weeds, shrubs, etc.; inspection of premises by building inspector.)*

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Lots which are clear and sufficiently level must be mowed entirely so that weeds do not exceed 8 inches in height.

Lots which are rocky, uneven, and tree covered must be cleared and mowed to the extent of covering the utility easement, or at least 10 feet from the property line of an adjacent property.

2.8 Signs

Political signs are strictly prohibited.

Signs advertising businesses, such as roofing or fence companies, are prohibited.

Small yard decorations and garden flags (team or seasonal) are allowed.

Flags not to exceed 3'x5', either the U. S. Flag or a team flag, hung properly from a flag pole or mounted flag pole bracket, are allowed for a short period during holidays and game days or weekends. The duration should not exceed one (1) week.

Signs should not be erected within the properties except For Sale, For Rent, or Open House signs as noted below.

One real estate "For Sale" or "For Rent" sign is allowed per residence at the front of the lot. The sign must not exceed 7 square feet in area. It must be mounted on posts no larger than 4 inches by 4 inches, and must not extend more than seven feet above the ground. These restrictions apply to vacant/empty lots as well as resident homeowners.

Temporary additional real estate signs are allowed for developer's and homeowner's open house displays under the following conditions. One generic "Open-House" direction sign is permitted at subdivision entranceway. An additional directional sign is permitted at the corner of the house being opened and on the lot of the open house itself. All temporary signs must be removed immediately after the open house event.

2.9 Animals

All dogs must be under control with a leash when being walked within the community. (*Sec. 5-13. – Restraint and confinement; generally.*)

When walking a dog, the pet owner should clean-up after their pet. (*Sec. 5-12. – Sanitation.*)

All pet owners are required to ensure that their pet does not become a nuisance to other residents. Pet owners should restrain their animal so that they do not become a nuisance in terms of disturbing noise or damage to property. One or more barking dogs can become very disturbing after a period of time, especially at night. Cats, while often allowed to roam, must not be allowed to damage lawns or other plants. Cats must not be allowed to create noise disturbance. (*Sec. 5-14. – Noisy animals.*)

2.10 Leasing of Units

All leases to homes within Mountain Brook should have a lease no less than one (1) year. Any homeowner leasing property must notify the Board within ten (10) days of the lease and provide the lease duration, tenant name(s), address, phone number, and email. All leases shall require that the tenant acknowledges receipt of a copy of the Declaration, By-Laws, and use restrictions, along with the rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing documents. Homeowners are responsible for any fines and applicable legal fees that may be incurred in resolving Covenant compliance issues, but the Board reserves the right to fine and pursue collection from both the tenant and the homeowner.

The Board reserves the right to issue a use restriction violation to a homeowner for not keeping the Board up-to-date on tenants leasing property within Mountain Brook.

3.0 Architectural Maintenance Standards

3.1 General

Additional enforcement of architectural maintenance standards will begin before the end of the 2011 calendar year. This includes general maintenance including fence staining and maintenance, mailbox repair for rusting mailboxes, home siding maintenance where siding needs painting or is covered with mold and mildew, gutter repair and maintenance, and other maintenance to keep the area pleasant and inoffensive. Existing compliance standards such as fence colors, fence styles, and re-roofing standards are still in effect with the existing Covenant documents.

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4.0 Notices and Fines

4.1 Notices

The Board will authorize a Board member or duly hired contractor to serve as the Covenants Compliance Manager (CCM). In either case, the CCM is acting on behalf of the Board. Although a CCM may be hired, Board members and authorized Covenants committee members may assist the CCM with regular monitoring of the community. Violations noted by either the CCM or any Board member are considered valid for purposes of Covenants compliance.

Each compliance issue is a separate violation and will be monitored, tracked, and fined separately. This means that a household could have multiple violations ongoing, and receive multiple fines at the same time; i.e., trash receptacle visible, parking blocking the sidewalk, recycling bin at street. Each violation will be monitored and resolved individually.

Prior to imposing any fine, the alleged violator will be served with a written notice describing:

1. The nature of the alleged violation (referencing this document)
2. The proposed fine to be imposed (referencing this document)
3. A period of not less than ten (10) days from the date of the violation within which the alleged violator may present a written request to the Board for a hearing (via mail or email)
4. A statement that the proposed fine shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice

The following is the approved method for dealing with Covenants enforcement:

1. The CCM will monitor the neighborhood on a regular basis at different times of the week. The CCM will provide a report on at least a weekly basis to the Board. The report will outline all new and ongoing Covenants compliance violations. The Board reserves the right to elect whether or not to confirm any new violations.
2. The Board will authorize the CCM to send a **first notice** to the offending party notifying them of the violation and seeking an appropriate response or voluntary compliance within ten (10) days from the first notice date. The response should be made to the CCM or the Board as indicated in the notice.
3. If no response/corrective action is taken within ten (10) days, the CCM will send a **second notice** asking for a response or voluntary compliance and providing notification of the fine that will otherwise be imposed within ten (10) days from the second notice date.
4. If no response/corrective action is received, the CCM will send a **third notice** to the offending party stating that the fine is in effect and stating the daily fines that will be imposed if the violation is not taken care of and the fine paid. If a third notice is required, it will be sent via Certified Mail and the expenses of the mailing will be added to the fees owed.
5. If the fines for a single violation have not been paid after sixty (60) days from the date of the first notice letter, the file will be turned over to the attorney for legal action. The homeowner will be responsible for all legal fees incurred.

For violations that are often repeated such as trash receptacles, parking on the street, etc., the Board may elect to provide notice with the second letter of notification with regard to a given offense that any future violation of the same offense within the current year will result in an immediate fine.

If a homeowner has a history of ignoring notices, the Board may elect to have all notices sent via Certified Mail. Expenses related to sending anything via Certified Mail will be added to the fees owed.

In the event that a tenant leasing a unit violates the Covenants, By-Laws, or a rule or regulation and a fine is imposed, the fine will first be assessed against the tenant. If the fine is not paid by the tenant within 10 days, the homeowner is expected to pay the fine. If the tenant is known, all notices will be sent to the tenant and the homeowner. If the tenant is not known, all notices will be sent to the homeowner. Ultimately, the homeowner is responsible for all fines. The Board reserves the right to pursue fines against both the tenant and homeowner.

4.2 Fines

The Board has established the following standard fines to be imposed for common Covenants violations.

- 1.0 Use Restriction violation: \$50 fine per violation plus \$5/day
- 2.0 Architectural Maintenance violation: \$100 fine per violation plus \$5/day

The Board may impose or set other fines as needed.