



**Mountain Brook of Madison**

**Community Association**

[www.mtnbrookofmadison.com](http://www.mtnbrookofmadison.com)

**Procedures, Rules, & Standards**

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## **Introduction**

The Declaration of Covenants, Conditions and Restrictions for Mountain Brook of Madison together with the By-Laws of the Association are the legal documents upon which the following rules and regulations are based. These rules are an attempt to implement, simplify, and clarify the provisions of that document. In the event of a dispute or if there is a question of meaning, the Declaration of Covenants, Conditions and Restrictions for Mountain Brook of Madison and the By-Laws of the Association have precedence over this document

## **Article I, Definitions**

Note: The following section numbers refer to the section numbers in Article I of the Declaration of Covenants, Conditions and Restrictions for Mountain Brook of Madison, where those sections exist.

### ***Section 1. "Area of Common Responsibility"***

shall mean the Common Area, together with those areas, if any, which become the responsibility of the Association. For example, if the property manager's office is located on the Properties, it may be part of the Area of' Common Responsibility.

### ***Section 2. "Articles of Incorporation" or "Articles"***

shall mean the Articles of Incorporation of Mountain Brook Community Association, Inc., as filed with the Secretary of State of the State Of Alabama.

### ***Section 3. "Association"***

shall mean Mountain Brook Community Association, Inc., an Alabama corporation. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Alabama corporate law.

### ***Section 4. "Base Assessment"***

shall mean assessments levied against all Units in the Properties to fund Common Expenses.

### ***Section 5. "By-Laws"***

shall mean the By-Laws of the Mountain Brook Community Association, Inc. These are attached to the Declaration of Covenants, Conditions and Restrictions for Mountain Brook of Madison. They may be amended from time to time.

### ***Section 7. "Common Area"***

shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

### ***Section 8. "Common Expenses"***

shall mean the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners. This may include a reasonable reserve.

### ***Section 9. "Community-Wide Standard"***

shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

**Section 10. “Declarant”**

shall mean Breland Homes, Inc., an Alabama Corporation, or its successors. For all practical purposes, the Declarant is Louis Breland.

**Section 13. “Master Land Use Plan”**

shall mean the most recent Subdivision Layout Plan for the development of the Mountain Brook that has been approved by the Planning and Zoning Board of the City of Madison, Alabama.

**Section 14. “Member”**

shall mean a Person entitled to membership in the Association, as provided herein.

**Section 21. “Owner”**

in most cases shall mean one (1) or more Persons who hold the record title to any Unit which is part of the Properties. For the exceptions to this consult the Covenants and By-Laws

**Section 22. “Person”**

means a natural person, a corporation, a partnership, a trustee, or other legal entity.

**Section 23. “Properties”**

shall mean the real property comprising Mountain Brook.

**Section 24. “Special Assessment”**

shall mean assessments levied in accordance with Article X, Section 4 of the Covenants. Special Assessments must have the assent of at least two thirds (2/3) of the total vote of the Association. This vote must be taken at a meeting specifically called for that purpose.

**Section 26. “Unit”**

shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as a single family residence. It also includes vacant land intended for development into homes. The term shall include all portions of the lot owned including any structure thereon.

**Article II, Enforcement**

These rules and regulations will be enforced under the provisions of Article III, Section 22, of the Covenants. The Board shall have the power to impose reasonable fines against Owners and occupants. These fines shall be an assessment on the Unit and they shall constitute a lien upon the Unit of the violating Owner. They may be collected in the same manner as other assessments. In addition to fines, the Board is also authorized to suspend an Owner’s right to vote, or to use the Common Area, for violation of any duty imposed under the Covenants and By-Laws, or any rules and regulations duly adopted by the Board. However, neither the Association nor the Board of Directors is authorized to limit access to any Unit.

In the event that any occupant of a Unit violates the Covenants, By-Laws, or a rule or

Regulation, a fine may be imposed after an informal request is made by the Board asking the owner to correct the violation, and after two formal requests from the Board asking the Owner to correct the violation. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

### ***Notice***

Prior to imposing any sanction, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten ( 10 ) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

### ***Fines***

Except as otherwise noted, if you violate any of the Covenants, or any rule or regulation duly adopted by the Board you will be fined \$50 plus \$5 per day for use violations and \$100 plus \$5 per day for architectural standards violations as long as the condition exists. Please be aware that under these provisions, Association fines constitute a lien on your property.

After an owner has received the first in the series of violation letters (informal request) and the owner has corrected the violation, the next time in the same calendar year the same violation at the same residence with the same owner, the owner will get the next letter in the series, not the first letter again. If the violation is corrected after the second letter and it occurs again (in the same calendar year), the owner will get the next formal letter in the series, not that letter again. At the end of the series, the owner will always get the last letter in the series, allowing ten days to fix the violation before the fine and daily fine begins.

### ***Hearing and Appeal***

The Covenants and By-Laws, under Article III, Section 22, set forth a procedure involving hearings. Please refer to the covenants and bylaws for details.

### ***Additional Enforcement Rights***

The Association, acting through the Board of Directors can take other steps to enforce the Covenants and By-Laws and Association rules and regulations. This may include self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

## **Article III, Use Restrictions**

### ***General***

The Covenants and By-Laws impose restrictions on the way that Mountain Brook property, public and private, is used. The Association, acting through its Board of Directors, has the authority to enforce these Use Restrictions.

### **Section 1. Signs.**

No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. Political signs of any nature are expressly prohibited. Homeowners who place political signs on their property will be given five days to remove the sign from the date of the letter notifying them of the violation. If the sign is not removed, an immediate fine of \$50 will be imposed with a daily fine of \$5 until the sign is removed. If a sign is placed on a property within 5 days of an election, an immediate fine of \$50 per day will be imposed until the sign is removed.

### **Section 2. Parking and Garages.**

Vehicles, including motorcycles, shall be parked only in the garages or in the driveways serving Units or in appropriate spaces or designated areas in which parking may or may not be assigned, and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No parking shall be permitted on any -street, except temporarily for social gathering. Other functions held in a Unit require approval by the Board. No garage may be altered in such a manner that the number of vehicles which may reasonably be parked therein after the alteration is less than the number of vehicles that could have reasonably been parked in the garage as originally constructed. Motorhomes, occupied in driveways during visitation of community members, are limited to a 7 day maximum stay. Extensions are possible with Board of Directors approval. All disabled vehicles, stored vehicles, vehicles primarily used for commercial purposes, vehicles with commercial writings on their exteriors, tractors, mobile homes, motor homes, recreational vehicles, trailers of any kind (either with or without wheels), campers, boats and other water-craft must be parked entirely within a garage or within the side yard or back yard of a Unit totally screened from view of other Units, the Common Area and the street, unless otherwise permitted by the Board.

Notwithstanding the above, commercial vehicles shall be allowed on the Properties during normal business hours for the purpose of serving a Lot or the Common Area; provided, no such vehicle shall be permitted to remain on the Property overnight or for any purpose other than serving a Lot or the Common Area.

For purposes of this Section, a vehicle shall be considered "disabled" if (a) it does not have a current license tag or is obviously inoperable, and (b) is parked on the Property for more than fourteen (14) consecutive days. A vehicle shall be considered "stored" if (a) it is set on blocks or covered with a tarpaulin, and (b) remains on blocks or covered with a tarpaulin for fourteen (14) consecutive days or longer without the prior written permission of the Board of Directors.

If any vehicle is parked in violation of this Section, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after two (2) days the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If two (2) days after such notice is placed on the vehicle the violation continues, or if the violation occurs again within twelve (12) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, or is blocking a fire hydrant, or is blocking another vehicle, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the

Association shall be liable to any person for any claim or damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow, as set forth herein.

***Section 3. Occupants Bound.***

All provisions of the Declaration, By-Laws, Rules, Regulations, or use Regulations which provide sanctions against owners shall also apply to all occupants, guests, and invitees of any unit.

***Section 4. Animals and Pets.***

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by or under the verbal control of a responsible person.

***Section 5. Nuisance.***

No portion of the Properties shall be used, in whole or in part, for the storage of property or thing that will cause it 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 upon any portion of the Properties 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 surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

***Section 6. Unsightly or Unkempt Conditions.***

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

***Section 7. Antennas.***

No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system



for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

***Section 8. Basketball Equipment, Clotheslines Garbage Cans, Tanks. Etc.***

All basketball hoops and backboards, clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, shall be regularly removed from the Properties and shall not be allowed to accumulate thereon. Trash that is allowed to accumulate to such a degree as to cause an eyesore will be removed and the removal cost shall be billed to the property owner.

Garbage cans should be placed at the curb the day before the day of pickup or the day of pickup and returned to a concealed location the evening of pickup. Garbage cans should not be left at the street or in the driveway on a continuing basis.

***Section 9. Subdivision of Unit.***

No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Breland Homes, however, hereby expressly reserves the right to replat any Unit or Units owned by Breland Homes. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

***Section 10. Guns.***

The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

***Section 11. Pools.***

No above-ground pools shall be erected, constructed or installed on any Unit.

***Section 12. Irrigation.***

All sprinkler systems must be approved in advance of installation by the Architectural Committee. All sprinkler systems must be supplied from the Madison Wastewater Association. Private irrigation wells are prohibited on the property.

***Section 13. Tents Trailers and Temporary Structures.***

Except as may be permitted by the New Construction Committee during initial construction within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature, and no permanent or temporary outbuildings, shall be placed upon a Unit or any part of the Properties.

***Section 14. Drainage and Septic Systems.***

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Breland Homes may obstruct or rechannel the drainage flows after location and installation of drainage swells, storm sewers, or storm drains. Breland Homes hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

**Section 15. Tree Removal.**

No trees shall be removed, except for safety reasons under emergency conditions, unless approved by the Architectural Modifications committee. Anybody removing a viable tree shall be required to plant two (2), 2" caliber trees either on their Unit or in a location designated by the Architectural Modifications committee. The preferred replacement tree being those of a flowering nature. Variances to the above rule can only be made after a written request is made to the Board of Directors.

**Section 16. 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 or sight problem.

**Section 17. Utility Lines.**

No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

**Section 18. Air Conditioning Units.**

Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

**Section 19. Lighting**

Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only. Ascent lighting of a tasteful nature will be allowed after written approval from Architectural Committee.

**Section 20. Artificial Vegetation, Exterior Sculpture, and similar items.**

No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculptures, fountains, flags, and similar items must be approved in the accordance with Article XI of the Declarations of Covenants.

**Section 21. Landscaping, Grass height**

The condition and appearance of the lawn, trees, and landscaping shall be in keeping with other homes in the community. If the grass of any unit exceeds 10 inches in height the Board of Directors may have the grass mowed and bill the property owner for the cost incurred.

**Section 22. Energy Conservation Equipment.**

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate Architectural Committee.

**Section 23. Leasing of Units.**

(a) Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Covenants, By-Laws, and the rules and regulations.

(c) Compliance with Covenants, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Covenants, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

**Section 24. Parks.**

Any park or other play area or equipment furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

**Section 25. Fences.**

No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved by the appropriate Architectural Committee. All fences shall be constructed according to Association standards as set forth in this document in the section titled "Standards".

**Section 26. Business Use.**

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any - occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or Other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the

above, the leasing of a Unit in accordance with Section 22 of this Article shall not be considered a trade or business within the meaning of this Section.

**Section 27. Building Requirements.**

(a) Unit Size. The floor area of any Unit, exclusive of open porches and garages, shall not be less than 1,800 square feet for a single-family detached house, nor less than 1,100 square feet for a patio or zero lot line home.

(b) Setbacks. Setback requirements are those set forth on the Master Land Use Plan, as may be varied or amended by an ordinance of the City of Madison, Alabama, or other proper governmental authority. For the purpose of this provision, driveways walks and steps shall not be considered as a part of the Unit; provided, however, that no portion of Any Unit shall encroach upon another Unit. If two (2) or more Units are consolidated into one (1) building site, the setback provision shall be applied to such resultant building site as if it were one originally platted Unit; provided, however, such consolidated Unit shall have membership and voting rights, and shall pay assessments based on the number of Units originally shown on the Master Land Use Plan for such Consolidated Unit

(c) Composition of Driveways and Sidewalks. No driveway or sidewalk shall consist of any material other than exposed aggregate or cement unless otherwise approved by the New Construction Committee or Modification Committee.

(d) Sidewalks. All Owners, except Breland Homes, at their own expense, shall construct and maintain a sidewalk which parallels the street which is adjacent to the Unit. If the Unit is a corner Unit, this requirement shall apply to the Sidewalks along the side street also. Sidewalks must be completed within one (1) year from the date of closing of the purchase from Breland Homes, unless at such time the Unit is under construction. All sidewalks shall be constructed to comply with ordinances of the City of Madison, Alabama.