

ARC GUIDELINES FOR

BROOKE'S CROSSING HOME OWNERS ASSOCIATION, INC.

Architectural Review Committee (ARC)

The ARC is a Standing Committee, with members designated by the Brooke's Crossing HOA Board of Directors, that is in place to fulfill the requirements specified by the the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BROOKE'S CROSSING, A RESIDENTIAL SUBDIVISION, INCLUDING ALL PHASES AND ALL SECTORS (Declaration), ARTICLE IV ARCHITECTURAL CONTROLS, applicable to all improvements within said Subdivision. The Declaration establishes the Architectural Review Committee (ARC) and sets forth its jurisdiction, powers, obligations, and rules and regulations under which the ARC will conduct its review of proposed improvements. *All capitalized terms used in this document without definition shall have the meanings set forth in the Declaration.*

The ARC has been established to maintain the aesthetic standards for the Brooke's Crossing residential subdivision and examine, approve, or deny all proposed improvements for all residences. ARC approval must be obtained for, but is not limited to: any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer drain, disposal system, statuary, signs, flags, flag poles, water fountains, yard sets, window awnings or other exterior window covering, decorative building, landscaping, landscape device or object. Reference is made to the Declaration for the procedures for obtaining ARC approval.

The ARC committee makes a best effort to be responsive and reasonable in ARC Review requests. We encourage Owners to consider the community and comply with the Declarations, Bylaws and Rules. To help us with ARC request expediency, please complete the ARC request for complete with the required information.

The following Guidelines are a summary and clarification of the Declarations, Bylaws and Rules provided for your convenience. The complete documentation of Declarations can be found at www.brookescrossing.com . Alternatively, contact the HOA at hoa@brookescrossing.com for copies.

Guidelines

ARC requests are to be sent by mail or email to the HOA.

Brooke's Crossing HOA
Attn: ARC Request
P.O. BOX 541
Trussville, AL 35173
Email: hoa@brookescrossing.com

The HOA will notify the Owner within approximately five (5) business days of incomplete information.

1. ARC Review Process

The ARC does an initial review of complete requests within approximately fifteen (15) business days of receipt. Since approval may require research and follow-up it is difficult to provide a specific estimate. The ARC makes every effort to respond to requests as quickly as possible. In accordance with the Declaration, section 4.5(b), the ARC may approve or disapprove the submitted plans and specification for any Dwelling, improvement, structure as herein described prior to commencement of construction or such Dwelling, improvement, or structure within thirty (30) days of submission of the documentation required as outlined in the Declaration. Partial submissions shall not be permitted.

Below are the guidelines for ARC requests:

ARC requests are **not** required for maintenance, repairs, or seasonal decorations. Examples of when ARC requests are **NOT** needed:

- Painting the house or trim with the **SAME** color
- Replacing a garage door with the **SAME** door style and color
- Replacing gutters and downspouts with the **SAME** style and color
- Repaving a driveway with the **SAME** paving materials
- Replacing a door/storm door with the **SAME** door style and color
- Replacing windows with the **SAME** window style and color
- Removal or planting seasonal shrubs/flowers within existing landscaping beds
- Replacement of light fixtures of the same style
- American Flags
- Seasonal, decorative flags and yard decorations
- Holiday decorations
- Signs as described in the Sign section in the Rules

Examples of when ARC requests **ARE** needed:

- Any action that requires a permit
- Replacement or alteration in style or color of roof, siding, trim, gutters/downspouts, doors, windows (except as noted above)

- Roofs: In general, approved colors will be “neutral earth tones” such as: tans, browns, grays, blue/grays
 - Siding: In general, approved colors will be “neutral earth tones” such as: white, creams, tans, browns, grays, and blue/grays
 - Trim: In general, approved colors will be white, cream, tan, brown, grays
 - Doors: In general, approved colors will be “neutral earth tones” as noted for siding above or additional “earth tones”
 - Windows: In general, colors for windowpanes should match the existing color of windowpanes or other trim on the house. Windows must also include a style of grid pattern, similar to the original windows, on all windows visible from the front of the house
 - Overall: All requests will be handled on a case-by-case basis
- Alteration to size, shape, or position of existing landscaping beds (to ensure proper plat of survey/property placement)
 - Creation of new landscape beds or irrigation systems
 - Installation of a pool, hot tub, porch, patio, deck, pergola, awning, screened enclosure, swing set (with installed footings), or shed
 - Any structural modification/alteration to the existing blueprint of the house/structure
 - Repaving of driveway, walkway, patio, porch, or deck with different materials than existing
 - Installation of a visible, above ground fence

2. **Maintenance.**

(a) All Dwellings, landscaping and other improvements upon individual Lots shall be continuously maintained by the Owner thereof so as to preserve a well-kept appearance.

(b) No trash, garbage or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers. Garbage containers shall be kept in a clean and sanitary condition. Such containers are not permitted to be stored anywhere in the front of the garage/driveway or front yard of the home at any time except during refuse collection. Note, if storing garbage containers on the side of your home, please be considerate of your neighbor and line of sight to their windows. We ask that garbage cans be placed on the street on the day prior to pick up and removed from the street by noon of the day following pickup.

(c) Per Section 5.12 of the Declaration, Lot and Lawn Maintenance, all lots shall be maintained in a manner by homeowners to preserve the beauty and uniformity of the subdivision. No Weeds, Grass over five (5) inches, underbrush, or other unsightly growth shall be permitted to grow or

remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed upon any part of any lot. Lawns will be sodded/seeded in all visible areas except for ARC approved nature areas and landscaping. If a homeowner does not correct a violation of this section within 5 days of notice by the ARC/Association, the Association or its agent(s) has the right to enter the lot during normal working hours and correct the violation at the homeowner's expense.

(d) No hedge or shrubbery planting which obstructs sightlines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sightlines for any of the public or private roadways within the Property. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive, and binding on all Owners.

3. **Temporary Structures.** No structure of a temporary character, trailer, pod, storage container, tent or shack shall be used at any time as residence either temporarily or permanently. Temporary storage pods/containers are allowed for a period of 15 days prior to moving out, or 15 days after moving into the subdivision. These pods/containers must be stored/placed in the driveway of the residence and are not allowed on the street. This exception also applies to construction containers/large refuse bins used in construction/remodeling projects.

4. **General Storage.** At no time may any of the following be stored on the exterior of the Owner's property:

- Garden and property maintenance equipment (includes but not limited to lawn mowers, snow blowers, ladders, chain saws, portable generators).
- Boats, canoes, kayaks, or similar water recreational items.
- Unused building materials.
- Trailers of any kind.

5. **Lighting.** All exterior lighting of Dwellings shall be maintained, in character and keeping with the general Subdivision aesthetic. Yard lighting shall be such that it does not shine toward and/or disturb adjoining lot owners.

6. **Mailboxes.** Each lot shall have a freestanding mailbox that is black in color and metal in construction placed near the roadside of the residence. Each owner will be required to keep mailboxes in working order and repair. If replacement mailbox is needed it shall be of a design as shall be proscribed by the ARC and in keeping with the general original design of mailboxes in the Subdivision.

7. **Satellite Receiving Dish.** No satellite receiving dish or antenna system of any kind shall be located on any Lot, home or building within the Subdivision except that a satellite receiving dish not greater than 18" in diameter may be installed in a location not visible from any street with the prior express, written permission of the ARC. The ARC shall have prior approval of the color of the satellite dish.

8. **Signs.** No sign of any kind shall be displayed to the public view on any Lot or Dwelling except the temporary professional sign of not more than six (6) square feet, advertising the Lot or Dwelling for sale or rent, or signs used by a general contractor to advertise during the construction and sales period.

All signs shall comply with any design specifications adopted by the ARC. No signs shall be nailed to trees.

9. **HVAC Equipment/Generators.**

(a) Window air conditioners are not permitted.

(b) Exterior air conditioning units, heat pumps and/or generators are to be installed on a level pad on the ground. Additional units and/or relocation of existing units may be considered as long as they do not have any adverse audible or visual impact on adjoining lots and open spaces. Outside units may not be located near the front yard. ARC approval is required.

(c) The following guidelines pertain to attic fans and ventilators, flues, vents, and radon fans (ARC application is required): Ventilating equipment shall be selected, located, and installed so as to minimize its appearance on the house and visibility from neighboring properties and the street. Possible adverse noise impact on nearby properties will be considered.

Note: An ARC application is not required for replacing central air conditioning units and heat pumps as long as the new units are placed in the same locations as the old ones.

10. **Parking, Storage of Boats, Trailers, and Other Vehicles.**

(a) No junk vehicle, unlicensed or unregistered vehicles, house trailer, or commercial vehicles, such as, but not limited to, moving vans, trucks, trailer, wreckers, hearses, compressors, concrete mixers, or buses, shall be kept on any lot for any reason other than original construction of a home on said lot, unless approved by the ARC as outlined in the Declaration. No storage of Boats, boating equipment, travel trailers, camping equipment, jet skis, canoes, or other watercraft, or recreational vehicles shall be visible from the street. The location and design of enclosures for boating, camping, traveling (other than automobiles) and related equipment shall be approved by the ARC as outlined in the Declaration.

(b) Use of ATVs are strictly prohibited within the Subdivision. ATVs are for off road use and will not be allowed on Brooke's Crossing roads (which are private roads). ATVs include all dirt bikes, four wheelers and/or any other motorized vehicles that cannot be registered through the DMV.

(c) No parking of any vehicle shall be permitted on any street, or cul-de-sac of Brooke's Crossing subdivision overnight. All vehicles, except those described herein above shall be parked in the garage or driveway of the respective homeowner. No vehicles shall be stored under a car cover within sight of the street.

(d) No parking of any vehicle shall be permitted on any part of the homeowner's lawn, sidewalk, or easement of any lot overnight.

(e) No parking of any vehicle shall be permitted on any street, or cul-de-sac of Brooke's Crossing subdivision at any time where said vehicle is obstructing a fire hydrant or mailbox.

(f) If the ARC determines that there is a violation, the homeowner can be fined \$100.00 per day if the violation continues, and the ARC can have the vehicle removed at the homeowner's expense.

11. **Pets.** Pets shall not be allowed to roam at large within the subdivision and pet owners are responsible to pick up after their pets and dispose of any pet waste properly. Failure to pick up and properly dispose of pet waste may result in an ARC violation and fine.

12. **Fences.** All fencing must be wood in material and compatible with the overall aesthetic theme of the subdivision. No chain-link fencing is allowed, and all fence styles, paint or stain colors, and locations must be approved in writing by the ARC.

13. **Outdoor Furniture, Recreational Facilities and Clotheslines.**

(a) No furniture shall be placed, kept, installed, maintained, or located in or on the front yards or areas of a Lot or Dwelling. Outdoor furniture will be allowed on front porches.

(b) In general, and due to the close proximity of homes in the Subdivision, basketball backboards are not allowed to be installed at residences. The HOA maintains a basketball goal in the cul-de-sac near the community pavilion for use by residents. Additionally, other temporary sports goals, such as but not limited to hockey, soccer, or other similar sports goals, must be removed when not in use.

(c) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot or Dwelling. No clothing, rugs or other items shall be hung, placed, or allowed to remain on any railing, fence, or wall.

(d) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear or side patios of a Dwelling and, to the extent practicable, shall not be visible from the street.

(e) Either one American flag, or one seasonal flag, may be displayed if the staff is mounted on the front of the house and in a location near the front porch or front door. The flag staff may not be longer than 5 ft. Freestanding flag poles are not permitted. Additionally, one garden or patio style flag is also permitted, at a size not to exceed 24 by 24 inches. All flags shall be maintained in good repair.

14. **Holiday Decorations.** Tasteful and appropriate holiday decorations may be displayed up to, but no earlier than, forty (40) days before a holiday. Any such decorations shall be removed promptly following the holiday, but in all cases not later than 15 days following the holiday. Understanding that lights professionally installed on the roof or gutters of homes may remain on the home turned off and subject to scheduled removal by the installers within 45 days following the holiday. Note, extensions on removing lights may be granted by the ARC upon request. With the many new styles of holiday decorations, homeowners must be aware how their decorations might affect another home. If projection, sound effects or inflatable decorations are installed and they affect another home (i.e., shines in the windows of another home, cause excessive noise, running all night, etc.), then the decoration must be turned off or set up so it will not trouble other owners.

15. **Window Treatments.** Appropriate window treatments shall be used on all window treatments. Sheets, bed linens, blankets, aluminum foil, paper, plastic bags, stained, tinted or reflective

glass, or other similar materials, shall not be used as a window treatments. Window treatments shall be of a subdued and subtle color as viewed from the outside.

16. **On-Street Parking**. As noted above, overnight on-street parking of any kind is prohibited within the Subdivision. At times, the ARC/HOA Board may make exceptions to the parking rules. To be considered for an exception, please contact the HOA.

17. **Variances***. In accordance with Section 4.6 of the Declaration, the ARC, in its discretion, shall have the authority to modify the requirements of the Protective Covenants upon the request for a variance from such requirements by an Owner with respect to its Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request shall not be deemed to be in violation of the Protective Covenants. The granting or denial of a request for variance shall be in writing and shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

18. **Member (Homeowner) Remedies**. Within 30 days from the date of notification of an ARC review decision or violation (outlined in “Fine Schedule” below), if the homeowners are not satisfied with the resolution process, they may submit a written request to schedule a hearing at the next Board Meeting. A ruling on the ARC decision/violation will be made at that Board Meeting, even if the Member and/or witnesses are not in attendance. Decisions made by the Board are final. If the Member desires to bring Legal Counsel to the hearing, it must be noted in the Hearing Request, thus giving the Board time to arrange for its Legal Representative to be present. Legal Counsel won’t be recognized at the hearing unless prior notification is given.

BROOKE'S CROSSING HOME OWNER'S ASSOCIATION FINE PROCEDURE

Board's Justification For Fining Members & Collect Associated Costs and Expenses

Declarations, Article IV titled "Architectural Control",

Section 4.5 titled "Powers and Duties" which states in part the following:

"(d) To adopt fees which may be designed to reimburse the ARC for the necessary and reasonable costs incurred by it in processing requests for ARC approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the ARC, in cash, at the time that any application for approval is sought from the ARC."

Section 4.7 titled "Additional Remedies" which states in part the following:

"In addition to any other remedies set forth in this Declaration, in the event any of the provisions of this Article IV or any other provisions of this Declaration or any rules and regulations promulgated by the ARC or the Association hereunder are breached or are not otherwise being complied with in all respects by any Owner or Occupant, or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Association shall have the right, at its option, (subject to any applicable notice and/or cure periods expressly set forth herein) to do any or all of the following: ... (c) through its designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to cure such violation or breach. All costs and expenses incurred by the Association in enforcing any of the provisions of this Article, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, contractors, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provisions of this Article shall be paid by such Owner as an Individual Assessment, and if the same is not paid when due, shall bear interest and shall be subject to the lien provided for herein and shall be subject to foreclosure as provided herein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC or the Association may exercise at law or in equity or any other enforcement rights specified in this Declaration.

Declarations, Article V titled "Restrictions",

Section 5.6 titled "Enforcement" which states the following:

"If a determination is made by the ARC that any of the restrictions in this Article V or the ARC Guidelines are being or have been violated upon any Lot, then the ARC shall so notify the Owner in writing, specifying the violation. If within fifteen (15) days from such notification, the ARC shall make a second determination that sufficient progress has not been made to remedy the violation, the ARC may itself, direct such actions to be taken as shall be necessary or appropriate to remedy such violation, including, without limitation, those remedies set forth in Section 4.7 herein. The Owner shall be liable for the cost and expense of all such actions, including legal fees, and the ARC may treat all such costs and expenses thereof as a charge which shall become an appropriate proceeding at law or in equity."

Declarations, Article VI titled "Covenant for Assessments",

Section 6.1 titled "Covenant to Pay Assessments" which states the following:

"Each Owner, by acceptance of a deed for a Lot, whether or not it should be so expressed in such deed, shall be obligated and hereby covenants and agrees to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies), in the manner set forth herein: (i) Annual Assessments or charges levied each year by the Association, (ii) Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided, and (iii) Individual Assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's or Occupant's failure to comply with the terms of these Protective Covenants. The Annual, Special, and Individual Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such Assessment is made, which lien may be enforced in the manner hereinafter provided. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due or was due and shall constitute a charge or lien upon the Lot against which the Assessment is made.

Fine Schedule

* The Fine Schedule was recently revised at the Quarterly Board Meeting held on June 27, 2023. This version supersedes all previous versions.

Architectural Review Violations

If a homeowner does not correct a violation of this section within 15 days of notice by the Association, the association or its agent(s) has the right to enter the lot during normal working hours and correct the violation at the homeowner's expense and the following fines will be imposed.

Violation of ARC Guidelines..... \$50.00

Daily Accumulating Fine..... \$5.00 (per day)

If the Board requested actions are not completed within the deadline specified in the Notice, a \$5.00 per day fine will be levied until brought into compliance.

Non-submission of ARC Request Form \$50.00

If the Member homeowner completes an exterior improvement without first having the project reviewed and approved by the ARC Committee, an initial fine of \$50.00 will be charged to the Member's Assessment Account. If after 30 days following notification, the Member has still failed to respond with the appropriate documentation for ARC Committee review, a \$5.00 per day accumulating fine will be charged until the appropriate documentation is received by the ARC Committee.

Non-compliance of ARC Request \$50.00

For projects "not approved" until brought into compliance, including removal. If after the ARC Committee does not approve a project that has already been completed, an initial fine of \$50.00 will be charged to the Member's Assessment Account and the Member will be given a deadline to bring the improvement into compliance. If the deadline passes without the improvement being brought into compliance, the fine of \$5.00 per day will begin until the project is brought into compliance. Also, at that time, the case will be reviewed by the Board of Directors for potential turnover to our Legal Representative(s).

ARC Violation Notices

First Notice of Violation

After investigating a reported violation, either the Board of Directors or the ARC will communicate the problem to the homeowner. This will be done verbally or through a written notice of violation or both. Any written notice sent to a Member will detail the problem, necessary remedy, the fine levied (if applicable), deadline for compliance, and consequences of noncompliance or repetition of the violation (intent to fine). If a Member wishes to respond or remedy the violation, they must do so within 15 days. Response must be in writing by letter or email to the HOA. If you have questions, contact the HOA immediately.

If special circumstances occur affecting the deadline compliance, email the HOA to discuss it.

Second Notice of Violation – 15 Days

If no response or documents are received by the HOA within 15 days, a second notice will be sent and an initial fine will be attached to the Member's Assessment Account. If the fine is not paid within 30 days of the Violation Notice, it will be attached to the Assessment Account and billed until paid.

Third Notice of Violation – No Response – 30 Days

If no response is received for violations, a third letter will be sent advising the Member of immediate action the Board will take to bring the violation into compliance. If applicable, a daily fine non-compliance will begin accumulating until the improvement/item is brought into compliance. The violation will be reviewed for turnover to our Legal Representatives at the next Board Meeting.

Lot & Lawn Maintenance

If a homeowner does not correct a violation of this section within 5 days of notice by the Association, the association or it's agent(s) has the right to enter the lot during normal working hours and correct the violation at the homeowner's expense and the following fines will be imposed.

First Violation (Warning)..... \$0.00

Second Same Violation \$50.00

Third Same Violation \$100.00

Subsequent Same Violation \$100.00

Daily Accumulating Fine..... \$5.00 (per day)

If the Board requested actions are not completed within the deadline specified in the Notice, a \$5.00 per day fine will be levied until brought into compliance.

Holiday Decorations

If a homeowner violates this section, the following fines will be imposed.

First Violation \$100.00

Subsequent Same Violation \$200.00

Daily Accumulating Fine..... \$5.00 (per day)

If the Board requested actions are not completed within the deadline specified in the Notice, a \$5.00 per day fine will be levied until brought into compliance.

Common Space Area Violations

Dumping Landscape Waste in Common Space Areas \$100.00

Plus any other administrative, Legal, and removal expenses.

Damaging Common Space Areas \$200.00

Plus any other administrative, legal, and repair expenses. This includes, but is not limited to, hitting the gate or other entrance structures, damage to pavilion, or unauthorized tree cutting or any other type of habitat removal in Common Space Areas.

Unauthorized Use of Common Space Areas..... \$100.00

Plus a \$5.00 per day accumulating fine until the unauthorized use is terminated. This is in addition to any other administrative and legal expenses. This includes the placement of any kind of personal property in the Common Space Areas, for example but not limited to play equipment, sump/down spout drainage lines, firewood, garbage cans, and yard waste containers. Includes unauthorized maintenance of Common Space Areas.

Parking Violations

If the ARC determines that there is a violation, the homeowner can be fined \$100.00 per day if the violation continues, and the ARC can have the vehicle removed at the homeowner's expense.

Violation \$100.00

Daily Accumulating Fine..... \$100.00 (per day)

If the Board requested actions are not completed within the deadline specified in the Notice, a \$100.00 per day fine will be levied until brought into compliance.